2/2/2023 1:25:59 PM
Instrument# 2023021312 40 pages
Book: 8363 Page: 2696
Electronically Recorded By
Volusia County Clerk of the Court

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Fowler, O'Quinn, Fenney & Sneed, P.A.
City Attorney
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

Exhibit "A" to Ordinance No. 24-2022

DEVELOPMENT AGREEMENT

for the project known as CATALINA POINTE Residential Planned Unit Development (RPUD) located south of Howland Boulevard and north of Catalina Boulevard, situated to the west of the intersection of Howland Boulevard and Catalina Boulevard, Deltona, FL 32725 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the 17th day of January, 2023, 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"), THE CARTER-HOWLAND BOULEVARD LAND TRUST, under agreements dated November 20, 2000, and November 21, 2000 (hereinafter referred to as the "Owner"), and CATALINA POINTE, LLC, a Florida limited liability company (hereinafter referred to as the "Developer").

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to +/-34.8 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, THE CARTER-HOWLAND BOULEVARD LAND TRUST, under agreements dated November 20, 2000, and November 21, 2000, as identified in the deeds recorded at Book 4618, Page 110, and Book 4362, Page 3541, Public Records of Volusia County, Florida, owns the Subject Property and CATALINA POINTE, LLC intends to develop such property as a Residential Planned Unit Development (RPUD);

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. 24-2022, through rezoning the Subject Property to a form of Residential Planned Unit Development (RPUD), as defined under the City's Land Development Code on January 17th, 2023. The RPUD shall consist of this Agreement as the Written Agreement of the RPUD 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 shall apply.

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: THE CARTER-HOWLAND BOULEVARD LAND TRUST, under agreements dated November 20, 2000, and November 21, 2000, as identified in the deed recorded at Book 4618, Page 110, and Book 4362, Page 3541, Public Records of Volusia County, Florida.

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 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.

A. The CATALINA POINTE PUD is consistent with the Comprehensive Plan Policies specific to the Subject Property.

B. Permitted uses allowable on the Subject Property:

1. 280 attached and detached residential dwelling units collectively under unified ownership as a multi-family rental complex. Units within the project cannot be individually sold for fee simple ownership;

2. Recreational amenities serving the CATALINA POINTE RPUD residents, as more particularly described in Section 6(V) herein;

3. Home occupations, as regulated by Section 110-807 of the City's Land Development Code, as it may be amended from time to time; Rental restrictions may be more restrictive than City Code.

4. Signage –All signs shall be consistent with Chapter 102 of the City's Land Development Code, as it may be amended from time to time. Three (3) entrance signs shall be permitted for the project, and each sign shall be a free-standing monument sign of no more than eight feet high including an 18-inch-tall base. Said signs shall be located at Howland Boulevard, Catalina Boulevard, and the access road connecting to Dr. Martin Luther King Jr. Boulevard. Copy area for each entrance sign shall feature no more than 80 square feet. The entrance signs, including color renditions, landscaping and other design elements shall be presented as part of the construction drawings submitted at the time of a site plan application and approved by the

Development Review Committee. The entrance signs shall be constructed prior to the first Certificate of Occupancy. The entrance signs and related landscaping shall be maintained in a like new condition by the Owner/Developer, or a designated entity responsible for maintenance.

5. Decorative wrought iron or aluminum entrance access gates for project. All gated entrances shall meet the applicable vehicle reservoir area requirement provisions of Section 110-829 City Land Development Code. Gates shall be incorporated into the entryway and decorative wall features and depicted on the entryway elevations; and

6. Infrastructure associated with the above listed uses.

C. Prohibited principal uses:

1. Uses that are not customary residential.

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

D. Maximum density: 280 total dwelling units. The unit types/formats, floorplans, number of units per building, and total unit per dwelling type format are outlined below:

Dwelling Format (Non-Fee Simple)	**Floor Plan**	**Number of Units Per Building**	**Total Units**
Cottage	Two bedrooms	1	125
Cottage	Three bedrooms	1	32
Cottage (Duplex/two units)	One bedroom per unit	2	32
Townhomes	Two bedrooms	8	57
Townhomes	Three bedrooms	8	31

Note: The unit count currently planned is 277. However, the overall cap is 280.There will be flexibility with regard to the above unit type allocation based on market

demand and conditions provided that all housing types are included within the project. There shall be a maximum of 60 one-bedroom units within the project. There shall be a minimum of 70 townhome units within the project.

E. Impervious surface ratio is not to exceed 60% of the gross square footage for the Subject Property.

F. Landscape Buffer Requirements:

1. Howland Blvd: 25-foot;
2. Catalina Boulevard: 25-foot; and
3. Remaining property boundaries: 20-foot except 10-foot along the decorative masonry wall for the on-site entrance from Martin Luther King Boulevard. The off-site access easement from Martin Luther King Blvd. area will be afforded a buffer of native vegetation along the neighborhood to the south. The buffer will vary in width but will be no less than 10' in width.

However, existing vegetation shall be utilized to offset required plantings. The landscape buffers for the project shall include a walking trail system. The location of the trail shall be generally consistent with the locations depicted on Master Development Plan. The trail system shall incorporate decorative lighting and hardscape elements at entrances/access points. Clearing and improvement to construct the trail shall be accomplished by minimizing the use of mechanized equipment for clearing the trail. This would allow for chainsaws, mulching machines and machinery with low pressure designs (no metal track). The goal is to avoid collateral impacts to existing vegetation. After clearing, if there is a determination the trail cannot be accommodated within any part of the existing vegetative buffer, that area shall be restored upon installation of the trail. The walking trail, including design and treatments, will be described in greater detail within Section 6V (Amenities) of the DA. Unless otherwise specified, all landscape buffers shall meet the minimum landscaping and buffer yard requirements as per the City's Land Development Code. Stormwater management facilities and above ground utility infrastructure shall not be placed within buffer yards.

An eight (8)-foot high decorative masonry wall shall be constructed along the eastern margin (approx. 1150 feet) and northern terminus (approx. 450 feet) of the

neighborhood associated with the Emerald Heights subdivision accessed by Barry Dr. situated north of Catalina Blvd as depicted on the Master Development Plan attached as Exhibit "C". The wall shall be 100% opaque and decorative with corniced treated columns and other features to break monotony as shown on the MDP. The wall shall be finished on both sides with stucco and painted on both sides with earth tone colors. The Owner/Developer will be responsible for maintaining the wall in a presentable manner and in sound structural order. The Owner/Developer shall not be responsible for tortious damage caused by the adjoining homeowners. However, any damage done to the wall by an adjoining landowner or through an act of malice shall be documented by a police report. Notwithstanding the source of damage, the responsibility to maintain the wall rests with the Owner/Developer. A detailed elevation of the wall shall be submitted as part of the site plan application for the property. All renderings shall be in color.

Disturbance to native vegetation shall be minimized. Machinery shall be limited to low pressure designs or as provided above.

The wall location shall start as depicted on the Master Development Plan at the property line. The remaining area consisting of the main access easement to the project from Dr. Martin Luther King Jr. Blvd. will not treated with a wall. As depicted on the Master Development Plan, this entrance area shall include a 10-ft wide vegetative buffer on the south side of the access easement between the access drive and property line and shall not have any dwelling unit development fronting the entrance drive. One 5-foot wide sidewalk is required to be constructed along the north side of the access easement extending from Dr. Martin Luther King Jr. Blvd.

Due to the narrow nature of the easement area and the location of an existing stormwater pond there is not enough room to accommodate a sidewalk along the south side of the driveway. Therefore, the developer shall pay into the sidewalk fund the amount of construction cost for the length of the 5-foot wide sidewalk that is unable to be constructed as a second sidewalk at the Dr. Martin Luther King Jr. Blvd. access.

G. Non-Fee Simple Unit Type and Size:

1. Cottage:

a.1-bedroom (Duplex):	Minimum:	600 sq. ft.
	Maximum:	950 sq. ft.
b. 2-bedroom (Standalone):	Minimum:	750 sq. ft.
	Maximum:	1,450 sq. ft.
c. 3-bedroom (Standalone):	Minimum:	900 sq. ft.
	Maximum:	1,850 sq. ft.

2. Townhome:

a. 2 and 3-bedroom:	Minimum:	1,200 sq. ft.
	Maximum:	1,950 sq. ft.

H. Maximum building height (in feet): 35 ft.

I. Townhome buildings shall be separated by a minimum of 30 feet. All other buildings shall be separated by a minimum of 10 feet, or the minimum distance required by the Florida Building Code, and/or NFPA whichever is greater.

J. All townhouse unit footprints shall include a garage with adequate space to park one standard size vehicle. No less than 20% of the cottage units shall provide for covered parking. Such covered parking shall not be adjoining the individual cottages and shall be located and grouped in areas throughout the project as provided in the conceptual plan attached hereto.

K. Accessory structures outside of fencing for individual unit yards associated with cottages, shall not be allowed. Each individual unit yard shall be no larger than 700 square feet except for corner units which may be larger provided such fencing does not interfere with site visibility triangles. The corner townhouse unit fences shall not extend forward of the rear wall of the townhouse building and shall not extend beyond 10 feet from the edge of the unit. Fencing shall consist of a six-foot high white PVC vinyl fence. The outside of the vinyl fences shall be maintained in a clean and presentable manner at all times free of dirt, mold, hardwater stains, etc.

L. A stand-alone maintenance equipment shed of no more than 1,000 square feet, if constructed, shall be located outside of buffers/setbacks near the clubhouse in proximity to the adjacent storage facility and roadway entrance extending off of Dr. Martin Luther King Jr. Blvd. The equipment shed shall be fully enclosed

CB

and constructed of the same materials and architecturally treated similar to the residential buildings within the RPUD. The maintenance area may be incorporated into the Clubhouse building. However, any area designated as maintenance shall not be considered when determining the minimum size requirement for the clubhouse.

M. Mobile Construction Offices. Mobile construction 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.

N. Minimum number of parking spaces:

1. The project shall provide parking at a ratio of 2.0 spaces per unit. Covered parking and garage parking can be counted in the parking ratio.

2. Overflow guest parking spaces shall be provided and strategically located throughout the development. In addition, parking maintenance, including striping shall be the responsibility of the Owner/Developer, or an entity designated by the Owner/Developer. Landscaping, design and other elements of the overflow parking shall be addressed during the site plan review process consistent with the Land Development Code. Finally, no unpaved area shall be used to park, store or otherwise accommodate any vehicle, car, truck, trailer, boat, recreational vehicle or other equipment. No boat, unregistered vehicle, trailer, recreational vehicle or other shall be parked/stored in a driveway or any parking place. 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.

3. All parking shall occur only within established garages, driveways, or parking spaces. No vehicle shall be parked or stored in a way that obstructs any travel lane, turn-lane, etc.

O. 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 submittal. In addition, decorative streetlights shall be incorporated. In no cases shall the Owner/Developer, residents, or any other entity cause streetlights to be removed, rendered inoperable or otherwise not illuminate. Street lighting shall be maintained by Owner/Developer, or a

CB

designated entity responsible for maintenance. Furthermore, the street light design shall be consistent with International Dark Sky standards.

P. Architectural controls and development on the Subject Property shall follow common architectural themes as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

1. Entryway, signage and decorative walls, including entrance gates, shall convey a sense of quality, community identity, and permanence. The three (3) entryway signage, decorative walls and gates shall include stone accents and
metal gates. Landscaping, including foundation plantings, for the signs shall be included within a Master Development Plan for entryway and monumentation.

2. Dwelling units within the development shall be constructed consistent with the designs illustrated on attached Exhibit "D".

a. Townhomes and Cottages: Townhomes and cottages shall adhere to an architectural theme depicted on attached Exhibit "D". The architectural theme for the townhomes shall include varied rooflines; building exteriors shall be finished with a variety of stone accents; lap siding and stucco or a combination of materials can be used to provide architectural interest; columns shall be incorporated as appropriate; fenestration shall be incorporated to break up walls; color schemes would be varied; and other architectural elements can be used to create visual emphasis. Garages serving townhomes shall be incorporated into the building mass.

b. Clubhouse, maintenance shed, and stand-alone garages: The clubhouse, maintenance shed, and stand-alone garages shall be consistent with the architectural theme of the townhomes and cottages.

c. Mailboxes: Mailbox kiosks shall be decorative structures with stone accents and earth tone colors. Mailbox kiosks may be placed within the Clubhouse. However, the mail kiosk shall be in addition to the 3,500 square foot minimum clubhouse size.

03

3. Utility boxes, air conditioning condensers, and similar mechanicals/apparatuses shall be screened from public roadways by architectural screening consistent with the structure or landscaping of sufficient density and maturity at planting to provide opaque screening. All mechanical boxes, conduits, etc. shall be painted to match the building.

4. No abutting buildings shall have the same architectural elevation.

5. Accessory structures shall be allowed subject to the impervious surface ratios set by the City.

Q. Utility Provision and Dedication: The Owner/Developer shall connect to the County of Volusia's central utility systems at their sole cost and expense. Utility fees for each individual unit shall be paid to the County of Volusia Water before any individual 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. The irrigation system shall be supplied by well or potable water. In the event reclaim service connection becomes available as per Volusia County, the Owner/Developer shall connect the irrigation system to the reclaim system. 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. Any lift station shall be fenced with a white (6) six-foot high PVC vinyl fence. The outside of the fence shall be landscaped with shrubs at a density of one shrub per one linear foot. Fences and landscaping shall be appropriately maintained.

R. Waste Disposal: One (1) standard compactor shall be provided to service the development. Individual solid waste disposal pads and collection points shall be provided for every 70 residential units or the Developer shall contract a collection service for the development to provide weekly waste pickup at each residential unit. It is possible that the Developer shall also use a nightly valet service to place solid waste in receptacles for removal by the City approved hauler. Solid waste facilities shall be strategically located to provide convenient walking access for nearby residents. The compactor shall be screened in accordance with Sec. 110-808(j) of the City Land Development Code. All other collection points shall be strategically located within fully

enclosed garage type structures. An acceptable design shall be reviewed and approved at the time
of site plan. Any trash collection activities within the RPUD shall be through the hauler Waste Pro or any hauler under contract with the City. No trash compactor or collection point shall be at the perimeter of the property adjacent to adjoining single-family neighbors.

S. Stormwater and Environmental: A master stormwater system shall be owned and maintained by the Developer, or an entity designated by the Developer 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 Owner/Developer, or an entity designated by the Owner/Developer, 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.

T. 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 determined by the Traffic Impact Analysis and required by the Land Development Code. The objective is the RPUD will be functional, maintains/improves the level of service for area roadways, and protects the public health, safety, and welfare for the community.

On-Site Oriented Improvements

On-site improvements are improvements needed to ensure functional and safe access to the RPUD development. The goal is to manage access with the intent of protecting capacity on the City roadway network and to minimize unsafe traffic movements which can lead to accidents. Access and movements to the RPUD will be as follows:

Access Location	**Movement Type**	**Signalized**	**Notes**
Dr. MLK Jr. Blvd.	Full	Yes	Primary access off of Howland Blvd.

Howland Blvd.	Restricted – Right in and Right out	No	Driveway cut
Catalina Blvd.	Full	No	Segment of Catalina Blvd. is classified as a local road
Roadway from Dr. MLK Jr. Blvd. to the RPUD	Roadway/driveway	No	New private roadway/driveway entering the RPUD from Dr. MLK Jr. Blvd.

Improvements are as follows:

1) Eastbound right-turn lane needs to be installed at the main driveway cut on Howland Blvd. Howland Blvd. is a County roadway. The County shall be responsible for the design and dimensional standards of the right-turn lanes. However, the turn lanes shall be no less than 240 feet in distance featuring 12-foot wide travel lanes with an urban cross section design.

2) Extend the westbound left movement turn lane on Howland Blvd. on to Dr. MLK Jr. Blvd. to provide more storage. The extension shall be no less than 25 feet. Since Howland is a County roadway, the City will defer to the County on the exact lane extension with the understanding the minimum standard would be a 25-foot expansion.

3) The final traffic impact analysis may require the Developer to extend the northbound left movement turn lane on Dr. MLK Jr. Blvd to Howland Blvd to provide additional storage. In the event of such requirement, the extension shall be no less than 50 feet.

4) The signal at Dr. MLK Jr. Blvd. and Howland Blvd. is activated by traffic approaching the intersection from Dr. MLK Jr. Blvd. However, based on greater traffic volumes, the Owner/Developer shall work with the County regarding the timing of the Dr. MLK Jr./Howland Blvd. signal to better synch the signal timing.

5) There will be a full access point off of Catalina Blvd. The segment of Catalina Blvd. where the access is planned is a local road but does serve a collector function providing neighborhood access to Howland Blvd. The segment of Catalina Blvd. between Eustace

Blvd. and Howland Blvd. in 2020 carried 2,865 trips per day. 300 of those trips are peak hour oriented. According to the City Land Development Code a non-thoroughfare collector like the subject segment of Catalina Blvd. that carries over 2,000 trips per day shall be afforded turn lanes by a multi-family development (Table 96-9). Therefore, in the event a current traffic study indicates that this segment carries over 2000 trips per day, then right and left turn lanes shall be constructed to ensure the function of Catalina Blvd. is not impacted. The turn lanes shall comply with the minor driveway entrance design standards of the Land Development Code. Owner/Developer shall provide current trip analysis to determine whether this segment carries over 2000 trips per day as part of the site plan application review process.

The above on-site improvements are needed to protect existing capacity on City roadways. The improvements are considered development oriented and will not expand capacity, and therefore, would not be considered eligible for City impact fee credits. Therefore, the Owner/Developer will be responsible for financing and constructing the above improvements. All the above improvements shall be designed and installed as part of a site plan application for the Dr. Martin Luther King Jr. Blvd. access and the Howland Blvd. access shall be designed and installed as part of the first phase of the RPUD.

Off-Site Improvements

Off-site transportation improvements involve upgrades that are intended to improve the capacity of the City roadway network. Such improvements are intended to be subject to a tri-party fair share agreement between the City, County and the Owner/Developer. A tri-party agreement shall be drafted to provide for proportional share of proposed off-site improvements and contribution and impact fee credits as part of the site plan review process and shall be a condition of starting construction. A tri-party agreement needs to be formulated, finalized, and accepted by the City and County prior to the issuance of a Certificate of Occupancy. The project will generate a fair share payment associated with County impact fees. Howland Boulevard is a designated thoroughfare and improvements to Howland Blvd. may be eligible for the award of County impact fee credits. The Owner/Developer shall negotiate any required fair share payment agreement for such improvements and such agreement shall provide for any appropriate County impact fee credits. The fair share amount has yet to be finalized and will be subject to the tri-party agreement. Those impacts and required improvements are resolved

based upon the traffic impact analysis. Based upon the Traffic Impact Analysis that is approved by the County and the City, the fair share payment and possible impact fee credits may be used to improve the function of the intersection of Howland Blvd. and Catalina Blvd. Potential tri-party improvements are as follows:

1) Extend the eastbound Howland Blvd. left-turn lane on to Catalina Blvd. to afford more storage. Currently, even without the RPUD, this turn lane does not have enough storage to accommodate the PM peak left-turn movement demand. The result will be cars waiting to enter the left- turn lane impeding the left-through lane causing weaving movements westward of the intersection. This will require the alley driveway cut be eliminated and the directional traffic flow of the alley be rerouted/reversed.

2) Create a right-turn lane from the westbound lane of Howland Blvd. onto Catalina Blvd. This will create less traffic friction as a dedicated right-turn lane will allow through traffic to proceed instead of having to wait for a car turning right.

3) Create a right turn lane from the northbound lane of Catalina Blvd. onto Howland Blvd. This will create less traffic friction as a dedicated right- turn lane will allow through traffic to proceed instead of having to wait for a car turning right. All roads within the development shall be private. However, notwithstanding the roads not being dedicated, the roads will be built to City specifications.

   The main internal roadways shall consist of a 74-foot urban cross-section access and utility easement accommodating a (2) two-lane facility with (2) two 12-foot travel lanes. Drainage conveyance will be provided by (2) two-foot Miami curbs flanking the drive lanes. Finally, at the outer edges of cross-section, (5) five-foot sidewalks will be constructed; however, sidewalks shall only be required on the north side of the main entrance from Dr. MLK Jr. Blvd. The area between the sidewalks and the Miami curb shall be sodded and maintained in a good condition by Owner/Developer or other entity designated by the Owner/Developer at all times. Other internal roadways will follow the 74-foot urban cross section model with (2) two 12-foot wide travel lanes flanked by Miami curb. However, outside of the Miami curb, there will be 90- degree paved parking constructed. The parking area depth will be controlled by type "D" curbing. Finally, (5) five-foot sidewalks will be constructed on the outside of the parking area.

Pedestrian access will be afforded by an interconnected (5) five-foot wide sidewalk system. The internal sidewalk system will have connections to the Dr. MLK Jr. Blvd., Howland Blvd. and Catalina Blvd. sidewalk networks. The vehicular connection points/driveways (to Howland Blvd. and Catalina Blvd.) will be designed/constructed with a (5) five-foot sidewalk on both sides of the entrance driveways. Due to the narrow nature of the easement area, the Owner/Developer shall pay into the sidewalk fund for the amount of construction cost for the sidewalk length of the 5-foot wide sidewalk that is unable to be constructed as a second sidewalk at the Dr. Martin Luther King Jr. Blvd. access. The sidewalks flanking the entrance drives shall connect to the public sidewalk system. Finally, the internal sidewalk system shall interface with the trail system planned as an amenity to provide convenient access for residents.

The sidewalk along Howland Blvd is currently 5 feet wide. The Owner/Developer recognizes that at some point the County may widen the sidewalk along Howland Blvd. to 8 feet wide on both sides of the project and at that point, Owner/Developer shall pay their share for the widening of the sidewalk along their property to match said 8-foot-wide sidewalk. As an alternative, Owner/Developer shall pay the sidewalk improvement amounts into the sidewalk improvement fund within 90 days of approval of the site plan development order permitting construction to begin. Specifically, fund payment will be linked to the current cost of adding three (3) feet of additional sidewalk concrete for the sidewalk along the Howland Boulevard frontage and the current cost of on (1) foot of additional sidewalk concrete along the Catalina Blvd. frontage.

U. Development Phases: The Subject Property may be developed at one time or in construction phases. If constructed in one phase, a site plan may be reviewed and approved for the entire project and the property can then be developed in construction phases. Owner/Developer may continue to construct the project but is able to complete each construction phase and obtain a certificate of occupancy and final development order for each construction phase to allow rental of said units. Construction phases consistent with the approved site plan shall be allowed to provide for flexibility in the actual unit [one bedroom, two bedroom, or three bedrooms] being placed within the site provided for each unit, provided there is no change to parking required and there is no change in impervious surface that impacts stormwater requirements. In the event a construction phase requires flexibility in the approved site plan, such as

providing for amendments as to the location of the types of housing [one bedroom, two bedroom, three bedroom cottages, and townhomes] on the areas that are shown for construction of units, those amendments may be done without the necessity of requiring a separate site plan application and review, provided the following are provided: (1) evidence that such amendment as to the type of housing does not increase the amount of impervious surface that would require an increase in stormwater retention, and (2) that said housing types are consistent with the limitations and requirements for types of housing within the project as provided by this Development Agreement. In the event construction ceases on a construction phase for more than 60 days, the Developer shall be required to seed and maintain, including regular mowing, the remainder of any undeveloped construction phase to prevent blown sand. The initial phase of development must include the following:

a. Club house and related amenities;

b. Pool;

c. Trail system shall be built as part of each construction phase and shall be completed prior to final construction phase certificate of occupancy or final development order;

d. Dog park;

e. Playground;

f. Full masonry wall abutting the Emerald Heights/Barry Dr. neighborhood;

g. All three access points without the necessity to connect to the Catalina access point provided Developer provides a letter from a traffic engineer indicating that such access point in not necessary for the traffic generated by the first construction phase; Note: The City will have the Developer traffic engineer determination reviewed by an independent traffic engineer at the expense of the Developer;

h. All entryway monumentation and signage;

i. All on-site and off-site transportation improvements as per section 6(T) of this agreement; and

j. All infrastructure associated with the proposed construction phase.

Each individual phase thereafter must comply with and satisfy the above terms and conditions as applicable. The size and configuration shall be consistent with Exhibit "E", Project

Phasing Plan, but dwelling units within proposed phases may be reconfigured in accordance with Paragraph 6(D) so long as the proposed phases comply with the overall development requirements of this Agreement. Each proposed phase shall be required to install all necessary infrastructure, including all necessary easements, in order to function as stand-alone development nodes.

However, Land clearing and grading for all construction phases shall be permitted in the first construction phase provided all tree preservation areas are maintained.

V. Common Open Space and Amenities: No less than 25% of the RPUD will be considered common open space. It shall be dedicated to and maintained by the Owner/Developer, or an entity designated by the Owner/Developer, in perpetuity. The common open space areas identified on the Master Development Plan shall be open for all residents for recreation or other leisure uses and shall include amenities as follows:

a. Clubhouse: Clubhouse shall be a minimum of 3,500 square feet. The clubhouse shall include at least a 900 square foot fitness center. The fitness center shall be outfitted with exercise stations containing sectorized equipment, cardio machines, and other fitness accessorized stations. The clubhouse shall devote an area for workspace stations.

b. Pool: The pool shall be located near the clubhouse. To serve the expected population, the pool shall be no less than 1,200 square feet of water.

c. Fire pit/outdoor gathering area: The fire pit/outdoor gathering area shall be located near the clubhouse. The fire pit/outdoor gathering area shall be consistent with City outdoor burning activities and related NFPA codes.

d. Electric vehicle charging station: The RPUD will be designed with at least 2 EV electric charging stations. The charging stations shall be located at the clubhouse parking lot.

e. Walking trail network: The walking trail system shall and be generally consistent as depicted on the MDP. The trail shall connect to the interior sidewalk system and will link points of interest (club house, pool, and dog park.). The trail can be located within the required landscape buffers. The trail system through and along buffers shall be unpaved but shall be stabilized with mulch, shell or other suitable

material. The stabilizing material shall be properly maintained/contained to avoid washouts and erosion. The trail system shall be accessorized with outdoor exercise stations, hardscapes, and lighting.

f. Dog park: The size the dog park shall contain no less than 3,000 square feet of open play area. The facility shall be fenced with vinyl coated chain link material, and, at minimum, shall contain shade trees, seating areas, dog agility equipment, and watering stations.

g. Playground: The playground shall be located on at least 1,000 square feet of land for playground equipment and an additional 1000 square feet of open space for a minimum of 2,000 square feet of total open space for play. The park will be treated with typical playground equipment (slide, swing sets, jungle gym, etc.).

The final location of all amenities is subject to change as part of the site plan approval process; however, all amenities shall generally be consistent with the architectural style and quality depicted on the conceptual elevations attached Exhibit "D", Architectural Elevations for Project. The City is under no obligation to build, construct or maintain these amenities. Finally, these amenities, will be subject to all applicable permitting requirements.

All common open space shall be owned and maintained by the Owner/Developer, or an entity designated by the Developer and shall not be dedicated to or become the responsibility of the City of Deltona.

W. Centralized Mail Delivery: A centralized mail kiosk or mail room will be provided and located during site plan review and approval by the City. Mail room may be located within a clubhouse. However, the mail kiosk shall be in addition to the 3,500 square foot minimum clubhouse size. Any external mail kiosks shall be treated with stone accents and be architecturally compatible with the surrounding area.

X. Unified Ownership: The Property shall remain under unified ownership. Any conversion of the Property to a condominium or other fee simple owner-occupied form of ownership shall require a Major Amendment to the Catalina Pointe RPUD. However, the parties recognize that the legal description for this RPUD does not include the proposed commercial out parcel. Therefore, this outparcel will have to be split from the parent parcel in the event the commercial out parcel is sold. The parties encourage this subdivision to facilitate the creation of a commercial out parcel

suitable for a standalone restaurant/commercial site. Since the parcel will be serviced by Catalina Pointe for the purpose of stormwater management, a plat to allow this split will memorialize/record an arrangement and easement for stormwater capacity and conveyance as part of a plat. The deeds to the commercial out parcel, and for any transfer of the subject property, will also reflect such easement for stormwater management. The plat of the property shall be accomplished subject to Chapter 106, City Code of Ordinances and applicable State Law. As per local platting regulations and State Law, City acceptance of the plat shall be predicated on matters of technical sufficiency. The subject property also has more than one tax parcel. The parcels will be combined as part of the plat process.

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

A. All lift stations shall be dedicated to the public pending review and acceptance by the County.

B. No additional facilities or lands are to be dedicated to the public, except as included in the Land Development Code, which may include, but is not limited to, potential dedication for water and sewer lines and easements.

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, unless a cessation exists through a City moratorium that is Citywide.

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 (20) hereof.

10. **Site Plan Approval**. Exhibit "C", the Master Development Plan, is the Preliminary Plan of the RPUD and this Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any plat, site plan and/or development orders and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for an MDP, the more detailed criteria shall apply.

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 site plan 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.

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 (20) 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 site plan 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 prior to issuance of building permits. If the property contains gopher tortoise habitats, then 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. A minimum of 25' of upland buffer shall be maintained adjacent to all wetland areas.

16. **Homeowners Association**. The property will be in unified ownership, therefore, there will be no Homeowners Association for the Subject Property. The Owner/Developer, or a single entity designated by Owner/Developer, shall be responsible for all operation, maintenance, and repair for the Property. The Owner/Developer shall provide the City with an on-site contact to address any issues, concerns, or emergencies that may arise as part of the project. The single

entity designed for management of the project shall pull and maintain a business tax receipt as specified in City Land Development Code.

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**. The Owner/Developer shall provide to the City or County, 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, 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:

[REMAINDER OF PAGE INTENTIONALLY BLANK]

OWNER'S REPRESENTATIVES:

Carter-Howland Blvd. Land Trust
Post Office Box 568821
Orlando, FL 32856

DEVELOPER'S REPRESENTATIVES

Catalina Pointe, LLC
3323 NE 163rd Street, PH-704
North Miami Beach, FL 33160

With copy to:

Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES

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

With copy to:

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 of 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. 09-2020; 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.

OWNER:

THE CARTER-HOWLAND BOULEVARD LAND TRUST, under agreement dated November 20, 2000

Emily Brown
Signature of Witness #1

Emily Brown
Print or type name

Signature

Daryl M. Carter
Print or type name

AS: President of M.L. Carter Services, Inc., Successor Trustee

ATTEST:

Pamela L Wray
Signature

Pamela L Wray
Print or type name

AS: Vice President ML Carter Services Inc, Successor Trustee

Mailing Address:

3333 S. orange ave. Ste 200
Orlando, FL 32806

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 25th day of January, 2023, by Daryl M. Carter, President of M.L. Carter Services, Inc., as Trustee of THE CARTER-HOWLAND BOULEVARD LAND TRUST, under agreement dated November 20, 2000, who is personally known to me or who has produced _____ as identification and who did not (did) take an oath.

Nielsen
Signature of Notary

Alessandra Nielsen
Print or type name

ALESSANDRA NIELSEN
MY COMMISSION EXPIRES 02-20-2026
NOTARY PUBLIC
COMM. # HH 231322
STATE OF FLORIDA

alan feld
Signature of Witness #1

Alan Feld
Print or type name

Signature of Witness #2

ISAAC MISSRIE
Print or type name

DEVELOPER:
CATALINA POINTE, LLC

Signature

Alan Benenson
Print or type name

AS: Manager

ATTEST:

Signature

Nika Zyryanova
Print or type name

AS: Individual

Mailing Address:

3323 NE 163rd St
PH-704
NORTH MIAMI BEACH, FL 33160

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 24 day of JANUARY, 2023, by ALAN BENENSON, as MANAGER of CATALINA POINTE, LLC, who is personally known to me or who has produced _____ as identification and who did not (did) take an oath.

Signature of Notary

NICOLAS CHAMI
Print or type name

Notary Public State of Florida
Nicolas Chami
My Commission HH 021662
Expires 10/27/2024

CITY OF DELTONA:

By: _____

Date: 1-30-23

ATTEST:

_____
Signature

Date: 1-30-23

Mailing Address:
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 30th day of January, 2023, by James Chisholm, and Joyce Raftery, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Deltona

DEBORAH A. JAMES
MY COMMISSION # HH 163427
EXPIRES: December 8, 2025
Bonded Thru Notary Public Underwriters

_____
Signature of Notary

Deborah James
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

Description Sketch

(Not A Survey)

2965 HOWLAND BOULEVARD - RESIDENTIAL PARCEL

DESCRIPTION: A parcel of land lying in Section 9, Township 18 South, Range 31 East, Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Section 9, Township 18 South, Range 31 East; thence run S 01°04'10" W along the West line of said Section 9, a distance of 1642.20 feet; thence departing said West line, run N 88°55'50" E, a distance of 249.98 feet to the POINT OF BEGINNING; thence N 01°10'04" W, a distance of 799.99 feet; thence S 89°38'11" E, a distance of 51.56 feet; thence northeasterly, 112.45 feet along the arc of a non-tangent curve to the right having a radius of 261.01 feet and a central angle of 24°41'08" (chord bearing N 42°50'06" E, 111.58 feet); thence northeasterly, 154.68 feet along the arc of a non-tangent curve to the right having a radius of 1451.90 feet and a central angle of 06°06'15" (chord bearing N 54°24'06" E, 154.61 feet); thence easterly, 78.77 feet along the arc of a non-tangent curve to the right having a radius of 156.72 feet and a central angle of 28°47'54" (chord bearing N 68°12'25" E, 77.95 feet); thence N 29°15'07" E, a distance of 39.24 feet to a point on the Southerly Right-of-way line of Howland Boulevard; thence run along said Southerly Right-of-way line the following two (2) courses: 1) southeasterly, 383.96 feet along the arc of a non-tangent curve to the right having a radius of 1860.06 feet and a central angle of 11°49'38" (chord bearing S 57°12'53" E, 383.28 feet); 2) S 51°18'07" E, a distance of 584.38 feet; thence departing said Southerly Right-of-way line, run S 00°48'35" E, a distance of 633.01 feet; thence S 00°48'39" E, a distance of 401.14 feet to a point on the Northerly Right-of-way line of Catalina Boulevard; thence run along said Northerly Right-of-way line the following two (2) courses: 1) S 38°39'12" W, a distance of 96.75 feet; 2) southwesterly, 791.45 feet along the arc of a tangent curve to the right having a radius of 1854.78 feet and a central angle of 24°26'55" (chord bearing S 50°52'40" W, 785.46 feet); thence departing said Northerly Right-of-way line, run N 01°05'11" W, a distance of 146.94 feet; thence N 01°04'23" W, a distance of 812.72 feet; thence N 01°04'23" W, a distance of 192.93 feet; thence S 88°49'56" W, a distance of 430.00 feet to the POINT OF BEGINNING.

Containing 34.834 acres, more or less.

NOTES:
1) The bearings shown hereon are based on the West line of Section 9, Township 18 South, Range 31 East, having a Grid bearing of S 01°04'10" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEETS 2 - 3 FOR SKETCH
SEE SHEET 4 FOR LINE & CURVE TABLES

PROJECT: DESCRIPTION SKETCH	Prepared For: CATALINA POINTE, LLC
PHASE: 2965 HOWLAND BLVD - RESIDENTIAL PARCEL	(Not A Survey)
DRAWN: MRC | DATE: 04/19/22 | CHECKED BY: JDF	

REVISIONS

DATE	DESCRIPTION	DRAWN BY

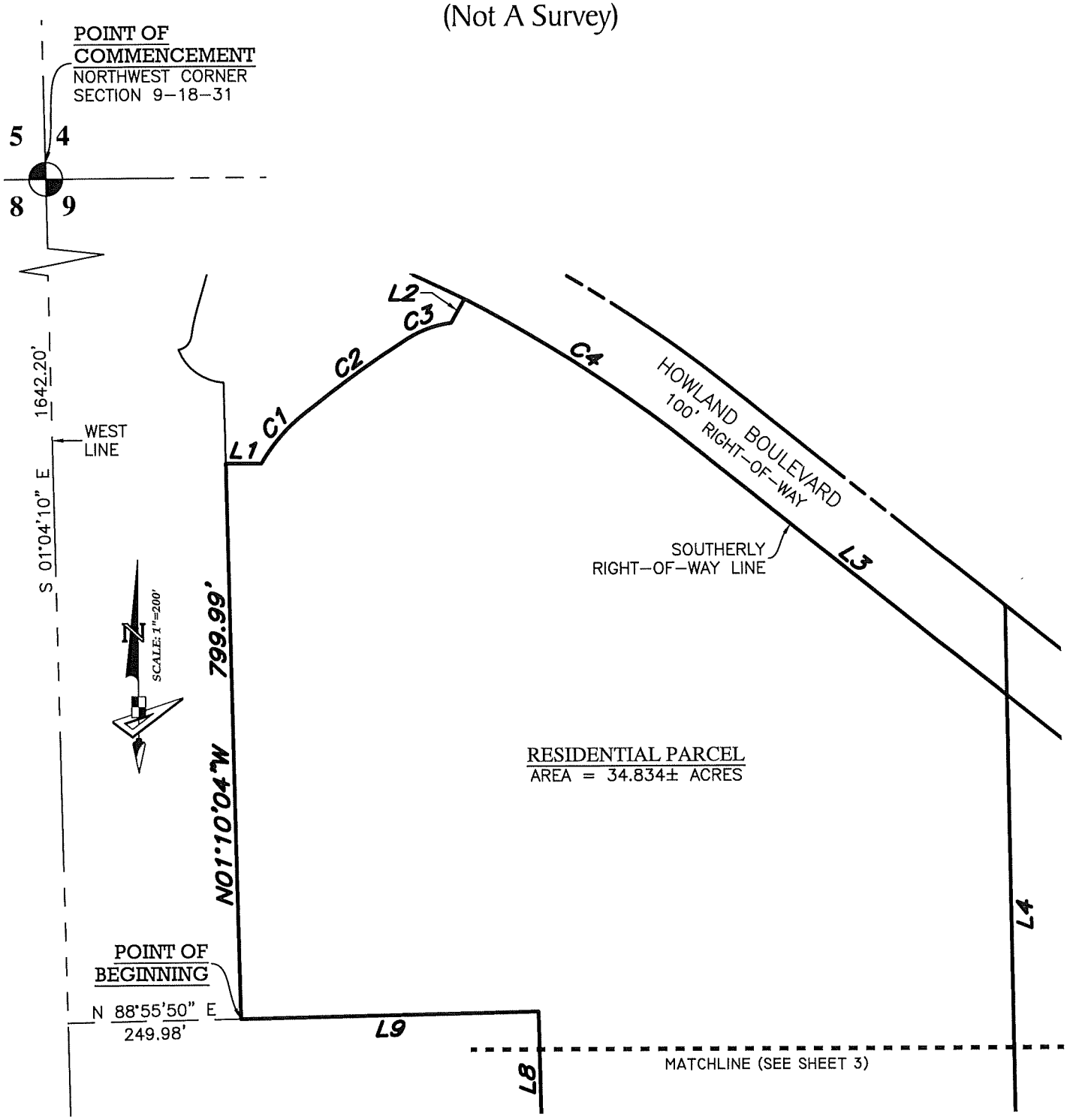
Judd D. French
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7095

555 Winderly Pl, Suite 120
Maitland, Florida 32751
Phone: (321) 270-0440
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

03

Description Sketch

(Not A Survey)



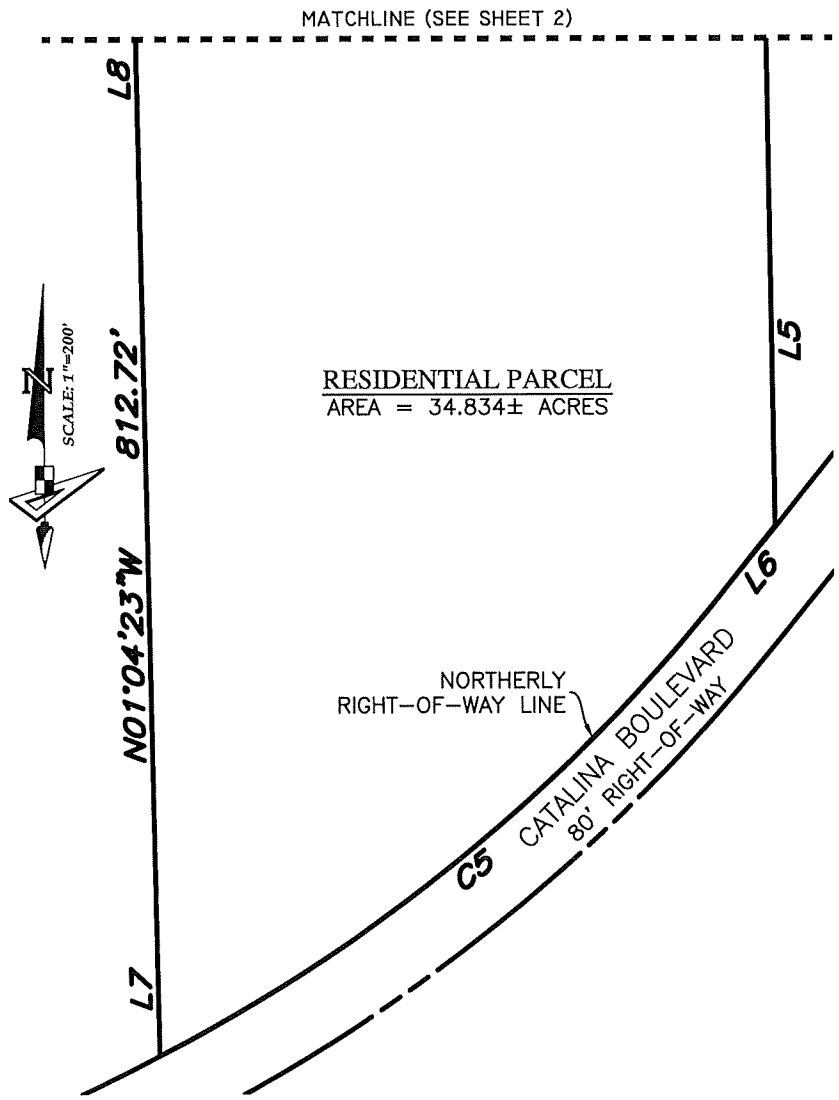
NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEETS 2 - 3 FOR SKETCH
SEE SHEET 4 FOR LINE & CURVE TABLES

555 Winderly Pl, Suite 120
Maitland, Florida 32751
Phone: (321) 270-0440
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

03

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEETS 2 - 3 FOR SKETCH
SEE SHEET 4 FOR LINE & CURVE TABLES

555 Winderly Pl, Suite 120
Maitland, Florida 32751
Phone: (321) 270-0440
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

03

Description Sketch

(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 89°38'11" E	51.56'
L2	N 29°15'07" E	39.24'
L3	S 51°18'07" E	584.38'
L4	S 00°48'35" E	633.01'
L5	S 00°48'39" E	401.14'
L6	S 38°39'12" W	96.75'
L7	N 01°05'11" W	146.94'
L8	N 01°04'23" W	192.93'
L9	S 88°49'56" W	430.00'

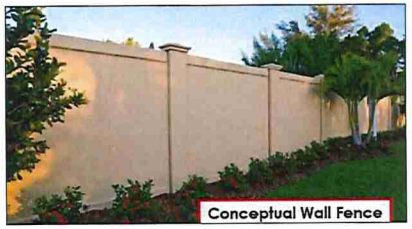
CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	261.01'	24°41'08"	112.45'	111.58'	N 42°50'06" E
C2	1451.90'	6°06'15"	154.68'	154.61'	N 54°24'06" E
C3	156.72'	28°47'54"	78.77'	77.95'	N 68°12'25" E
C4	1860.06'	11°49'38"	383.96'	383.28'	S 57°12'53" E
C5	1854.78'	24°26'55"	791.45'	785.46'	S 50°52'40" W

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEETS 2 - 3 FOR SKETCH
SEE SHEET 4 FOR LINE & CURVE TABLES

555 Winderly Pl, Suite 120
Maitland, Florida 32751
Phone: (321) 270-0440
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

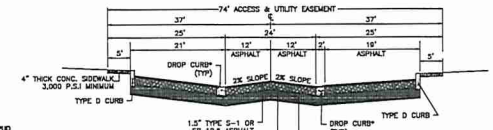
EXHIBIT C



DEPRESSED (MIAMI) CURB DETAIL
NTS

TYPICAL ROADWAY SECTION
NTS (ALL STREETS TO BE PRIVATE)

1.5" TYPE S-I OR SP12.5 ASPHALT = 0.44 X 1.5 = 0.66
6" LIMEROCK LBR-100 = 0.18 X 6 = 1.08
8" STABILIZED SUBGRADE LBR-40 = 0.10 X 8 = 0.80
SN = 2.54



TYPICAL ROADWAY SECTION
(PARKING BOTH SIDES)
NTS
(ALL STREETS TO BE PUBLIC)

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

* FOR DROP CURB AND VALLEY GUTTER SEE FDOT INDEX 520-001

DEVELOPMENT NOTES:

1. ALL INTERNAL STREETS SHALL BE PRIVATE STREETS.
2. SOLID WASTE WILL BE SERVED BY DUMPSTERS
3. ALL SANITARY SEWER MAIN LINES AND MANHOLES SHALL BE DEDICATED TO VOLUSIA COUNTY.
4. ALL POTABLE WATER MAIN LINES SHALL BE DEDICATED TO VOLUSIA COUNTY.
5. UNDERGROUND UTILITIES WILL BE REQUIRED TO SERVE THIS PROJECT.
6. STORM WATER TRACTS SHALL BE OWNED AND MAINTAINED BY THE HOA.
7. RECREATION/OPEN SPACE TRACTS SHALL BE OWNED AND MAINTAINED BY THE HOA.
8. PROJECT WILL REQUIRE A ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT CONSTRUCTION PERMIT.
9. ALL STRUCTURES AND PIPES WITHIN THE ON-SITE DRAINAGE EASEMENTS ARE TO BE OWNED AND MAINTAINED BY THE HOA.
10. MAIL KIOSK IS LOCATED AT THE AMENITY CLUBHOUSE/POOL.
11. RETENTION POND AREAS ARE APPROXIMATE.

SITE DATA

PROJECT NAME:	CATALINA POINTE RPUD
LOCATION:	CITY OF DELTONA, VOLUSIA COUNTY
DEVELOPER/	MAS DEVELOPMENT 3323 NE 163RD STREET, PH-704 NORTH MIAMI BEACH, FL 33160
TYPE OF PROJECT	RESIDENTIAL (MULTI FAMILY)
NUMBER OF DU:	277 DU
OWNED PROPERTY:	36.80± AC
PROJECT AREA:	35.30± AC
EXISTING LAND USE:	COMMERCIAL
PROPOSED LAND USE:	RMD
PROPOSED ZONING:	RPUD

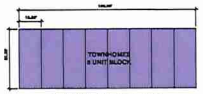
SCALE IN FEET = 100'
0 100' 200'

SITE DIMENSIONS / INFORMATION:

- OVERALL SITE APPROXIMATELY 36.8 ACRES (TO BE VERIFIED BY SURVEY)
  - 277 TOTAL UNITS
  - 1.05 ACRES RETENTION PROPOSED
  - 0.6 ACRES AMENITY CLUBHOUSE / POOL
  - 1.4 ACRES COMMERCIAL
  - 5.5 ACRES TREE PRESERVATION (INCLUDES BUFFER SETBACK AREAS)
- SETBACKS / DIMENSIONS
  - 20' SETBACK ALONG SIDE (EAST/WEST) PROPERTY LINES
  - 25' MINIMUM SETBACK FROM HOWLAND BLVD. PROPERTY LINE
  - 25' MINIMUM SETBACK FROM CATALINA BLVD. PROPERTY LINE
  - 50' ROW, INCLUDES 8' SIDEWALKS
  - MINIMUM 12' BETWEEN UNITS
- COTTAGE PARKING
  - 189 UNITS (19 SPACES REQ)
  - (32) 1 BEDROOM UNITS (48 SPACES REQ)
  - (130) 2 BEDROOM UNITS (260 SPACES REQ)
  - (26) 3 BEDROOM UNITS (54 SPACES REQ)
  - 381 SPACES REQUIRED (TO INCLUDE 26 COVERED SPACES)
  - 501 SPACES PROVIDED (INCLUDES 39 COVERED SPACES)
- TOWNHOMES PARKING
  - 178 + 8 = 186 PARKING SPACES REQUIRED FOR TOWNHOMES (TWO PER UNIT + 1 PER 10 UNITS)
  - 186 PROVIDED (193W SPACES)

DISCLAIMER: ALL PROPOSED SITE WORK IS APPROXIMATE - AN OFFICIAL SURVEY OF THE PROPERTY IS REQUIRED IN ORDER TO VERIFY INFORMATION SHOWN.

UNIT MIX		
UNIT TYPE	COUNT	PERCENTAGE
TOWNHOME	88	NOT INCLUDED
1 BEDROOM (DUPLEX)	32	17%
2 BEDROOM	126	68%
3 BEDROOM	32	17%
277 TOTAL UNITS		



TOWNHOME - EIGHT UNIT BLOCK

THREE BEDROOM UNIT

TWO BEDROOM UNIT

ONE BEDROOM UNIT

WATER & SEWER:

SEWER TO BE PROVIDED VIA PUBLIC ONSITE SYSTEM CONNECTED TO VOLUSIA COUNTY SEWER VIA A 6" FORCE MAIN LOCATED WITHIN HOWLAND BLVD RIGHT OF WAY. WATER TO BE PROVIDED WITH CONNECTION TO A 12" WATER MAIN WITHIN HOWLAND BLVD RIGHT OF WAY.
WATER DEMAND: 83,100 GPD
SEWER DEMAND: 70,666 GPD

SOILS:

ACCORDING TO THE SOIL SURVEY OF VOLUSIA COUNTY, FLORIDA

CA#: 30924
600 N BROADWAY AVE, STE. 301
BARTOW, FL 33830
863-422-5517
www.quiggengineering.com
QUIGG ENGINEERING INC

PRELIMINARY
DAVID BOOKER P.E. #70156 DATE

REVISIONS

DATE	BY	DESCRIPTION	NAME

CATALINA POINTE
DELTONA, FLORIDA
SECTION 9, TWP 18S, RNG 31E VOLUSIA COUNTY, FL

PROJECT NAME | SHEET

SITE PLAN

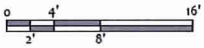
DATE:	07-20-2022
SCALE:	1"=50'
PROJECT #:	21FL021
DRAWN BY:	EHH
APPROVED BY:	DRB

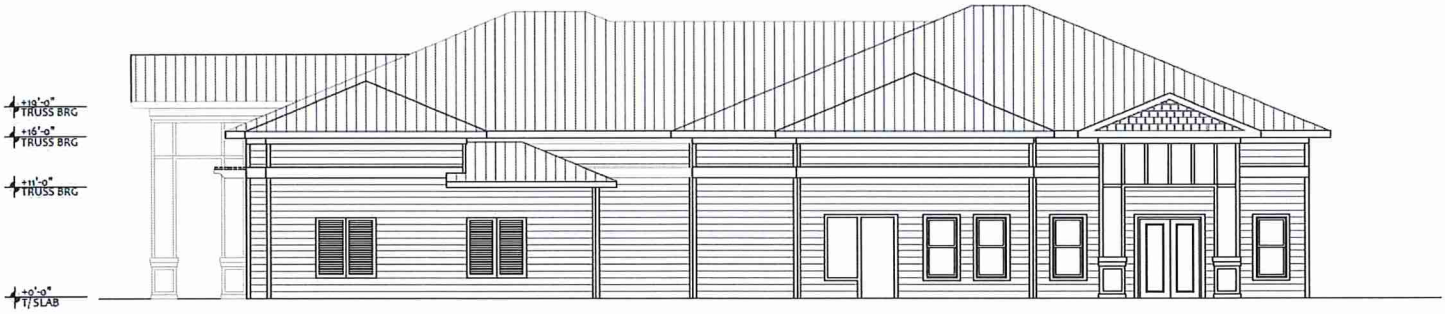
SHEET NUMBER
3.0

Exhibit D

Conceptual Clubhouse Elevations

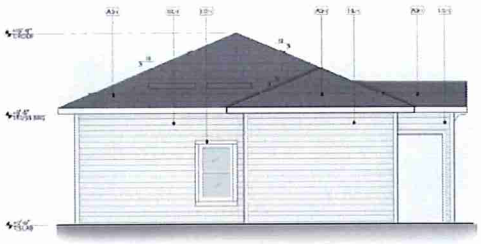
01 FRONT ELEVATION
1/8" = 1'-0"



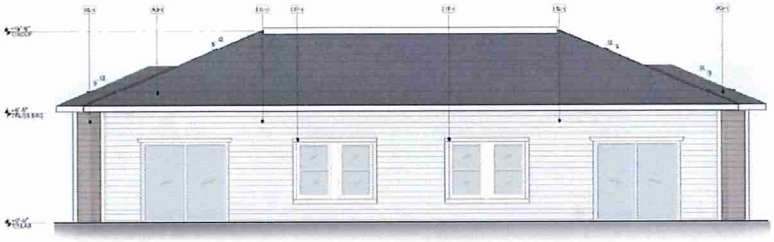


02 RIGHT ELEVATION
1/8" = 1'-0"

Conceptual Dwelling Units Elevations - Cottages

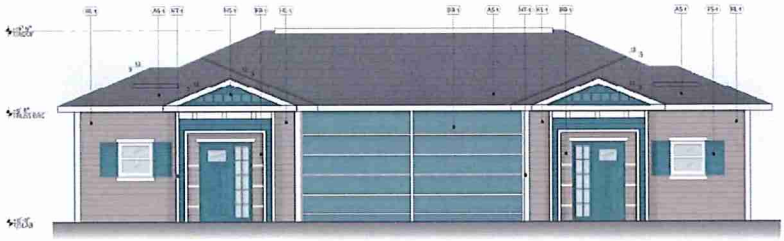


04 VILLA DUPLEX - LEFT ELEVATION



03 VILLA DUPLEX - REAR ELEVATION

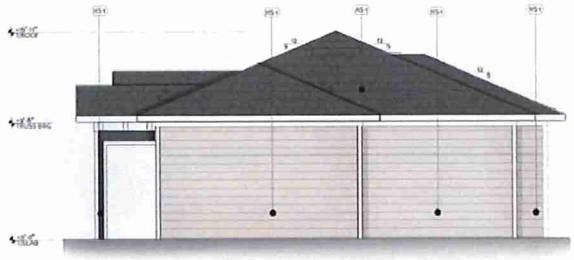
02 VILLA DUPLEX RIGHT ELEVATION



01 VILLA DUPLEX FRONT ELEVATION

04 VILLA 2 BEDROOM OPTION A - LEFT ELEVATION

03 VILLA 2 BEDROOM OPTION A - REAR ELEVATION

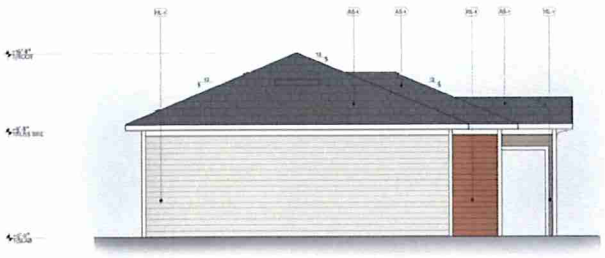


02 VILLA 2 BEDROOM OPTION A - RIGHT ELEVATION

01 VILLA 2 BEDROOM OPTION A - FRONT ELEVATION

B

Conceptual Dwelling Units Elevations - Cottages

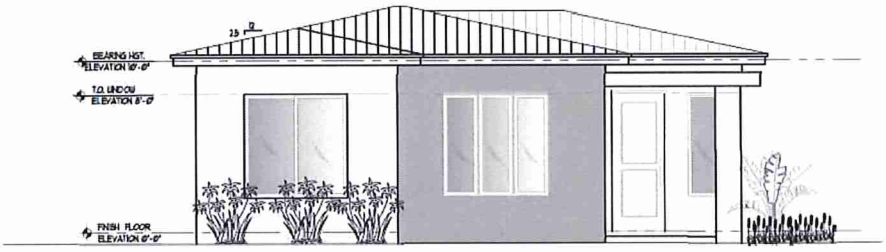


04 VILLA 3 BEDROOM OPTION A - LEFT ELEVATION

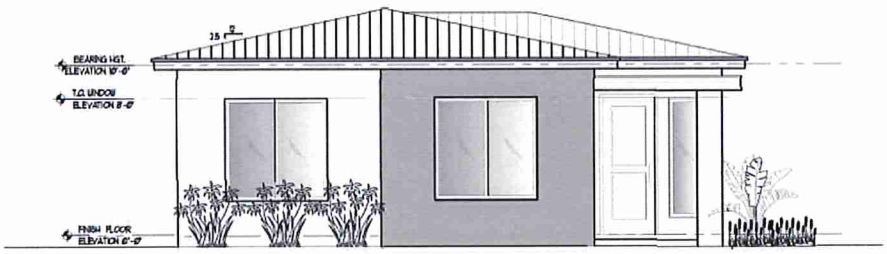
03 VILLA 3 BEDROOM OPTION A - FRONT ELEVATION

02 VILLA 3 BEDROOM OPTION A RIGHT ELEVATION

01 VILLA 3 BEDROOM OPTION A FRONT ELEVATION



MODEL A

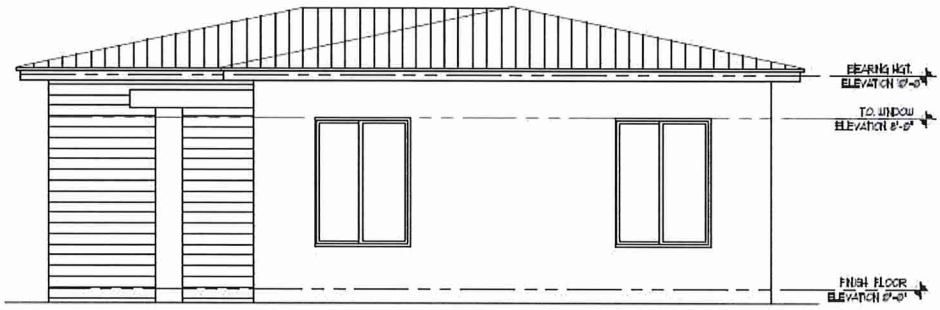


MODEL B

Conceptual Dwelling Units Elevations - Cottages

FRONT ELEVATION

SCALE: 3/16"=1'-0"



RIGHT SIDE ELEVATION

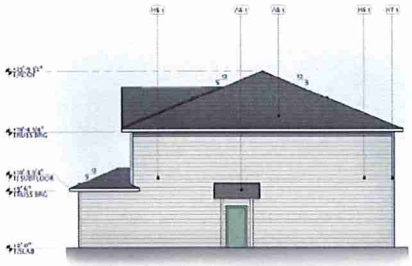
Conceptual Dwelling Units Elevations – Cottages

B

Conceptual Dwelling Units Elevations - Townhomes

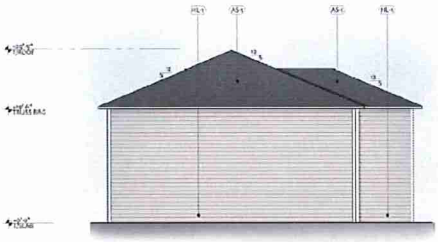
04 TOWNHOME 2 BEDROOM - LEFT ELEVATION

03 TOWNHOME 2 BEDROOM - REAR ELEVATION

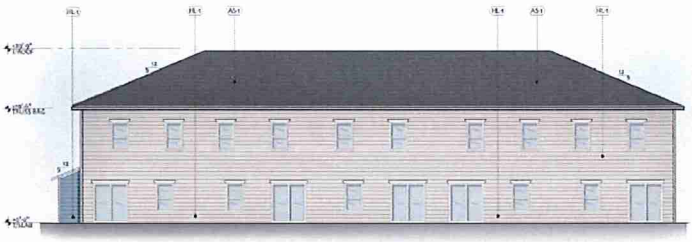


02 TOWNHOME 2 BEDROOM - RIGHT ELEVATION

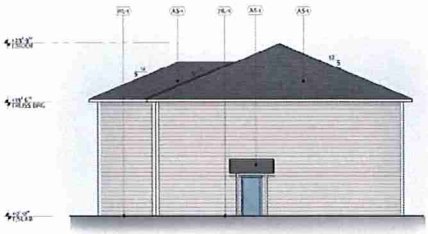
01 TOWNHOME 2 BEDROOM - FRONT ELEVATION



04 TOWNHOME 3 BEDROOM - LEFT ELEVATION



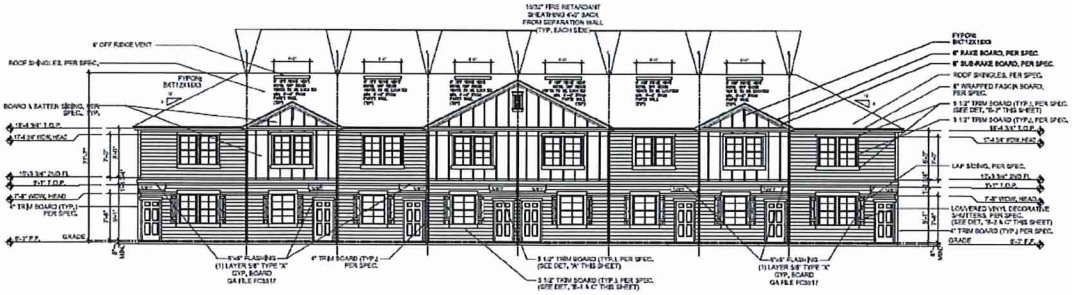
03 TOWNHOME 3 BEDROOM - REAR ELEVATION



02 TOWNHOME 3 BEDROOM - RIGHT ELEVATION

01 TOWNHOME 3 BEDROOM - LEFT ELEVATION

Conceptual Dwelling Units Elevations - Townhomes



FRONT ELEVATION
scale: 1/8"=1'-0"

REAR ELEVATION
scale: 1/8"=1'-0"

Exhibit E

3.0	CATALINA POINTE DELTONA, FLORIDA SECTION 9, TWP 18S, RNG 31E VOLUSIA COUNTY, FL SITE PLAN	REVISIONS NO. DATE DESCRIPTION BY

PRELIMINARY

DAVID BOGER P.E. /PRM DATE

QEI QUIGG ENGINEERING INC

CA#: 30924
600 N BROADWAY AVE, STE. 301
BARTOW, FL 33830
863-422-5517
www.quiggengineering.com