

PROPERTY AGREEMENT
For Subdivision Exemption to Split
Tract A located at
Snow Drive (Tract A, Deltona Lakes Unit 54)
Parcel No. 8130-54-00-0010

THIS AGREEMENT entered into and made as of the **1st** day of **August 2024**, by and between the **CITY OF DELTONA, FLORIDA**, (hereinafter referred to as the “City”), and **Fowey Investments LLC** (hereinafter referred to as the “Owner/Developer”).

W I T N E S S E T H

WHEREAS, the Property Owner/Developer has sought the City’s approval for a division of their previously platted Tract A of the Deltona Lakes Unit 54, Map Book 28, Pages 43 through 50, into two separate land parcels, and the City has approved a subdivision exemption application on **August 1, 2024**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein;

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. **Ownership**. The Owner/Developer represents that it is the present owner of the following described property (hereinafter referred to as the “Subject Property”):

Attached hereto as Exhibit “A”.

2. **Use and Development**. Once reconfigured, the lots may not be further divided, combined, or developed without the prior approval of the City of Deltona.

3. **Consent and Approval of Subdivision Exemption**. The City hereby consents to the legal reconfiguration of the Subject Property as described in attached **Exhibit “B”** of this Agreement, into two separate platted lots for the purposes of allowing the Owner/Developer to

make an application for City required building permits consistent with the Land Development Code and other applicable requirements and regulations.

4. **Condition.** The building setbacks shall be measured from the east and west extent of the Ingress/Egress and Utility easement. A connection to central water will be required to construct on any of the proposed lots.

5. **Utility Easements.** The Owner/Developer shall recognize that all easements shall revert to the easements and restrictions as per the Deltona Lakes Plat and 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, sewer, potable water, and reclaimed water services, electric, cable and telecommunications.

6. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and its assigns and successors in interest, and the City and its assigns and successors in interest. 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.

[Remainder of the page intentionally left blank. Signatures pages follow.]

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

OWNER/DEVELOPER:

BY: _____
Signature

Print or Type Name
AS: Owner

Mailing Address:
3300 Bird Avenue, Ste 107
Miami FL 33133

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, [] who is personally known to me or [] who has produced Florida Drivers Licenses as identification and who did (did not) take an oath.

Signature

Print or type name
Notary Public – State of Florida

(NOTARY SEAL)

ACCEPTED BY THE CITY OF DELTONA

BY: _____
Director or Designee,
Planning and Development Services

Date: _____

Mailing Address:
2345 Providence Boulevard
Deltona, Florida 32725

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Director of Planning & Development Services or Assignee, of the CITY OF DELTONA, FLORIDA, who is personally known to me and who acknowledged executing the same freely and voluntarily under authority vested in her and that the seal affixed thereto is the true and corporate seal of the City of Deltona, Florida.

Signature

Print or type name
Notary Public - State of Florida

(NOTARY SEAL)

EXHIBIT "A"

Existing Legal Description & Boundary Survey

**Address: Tract A, Snow Drive
Parcel No. 8130-54-00-0010**

TRACT A DELTONA LAKES UNIT FIFTY-FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 28, PAGES 43 THROUGH 50, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DRAFT

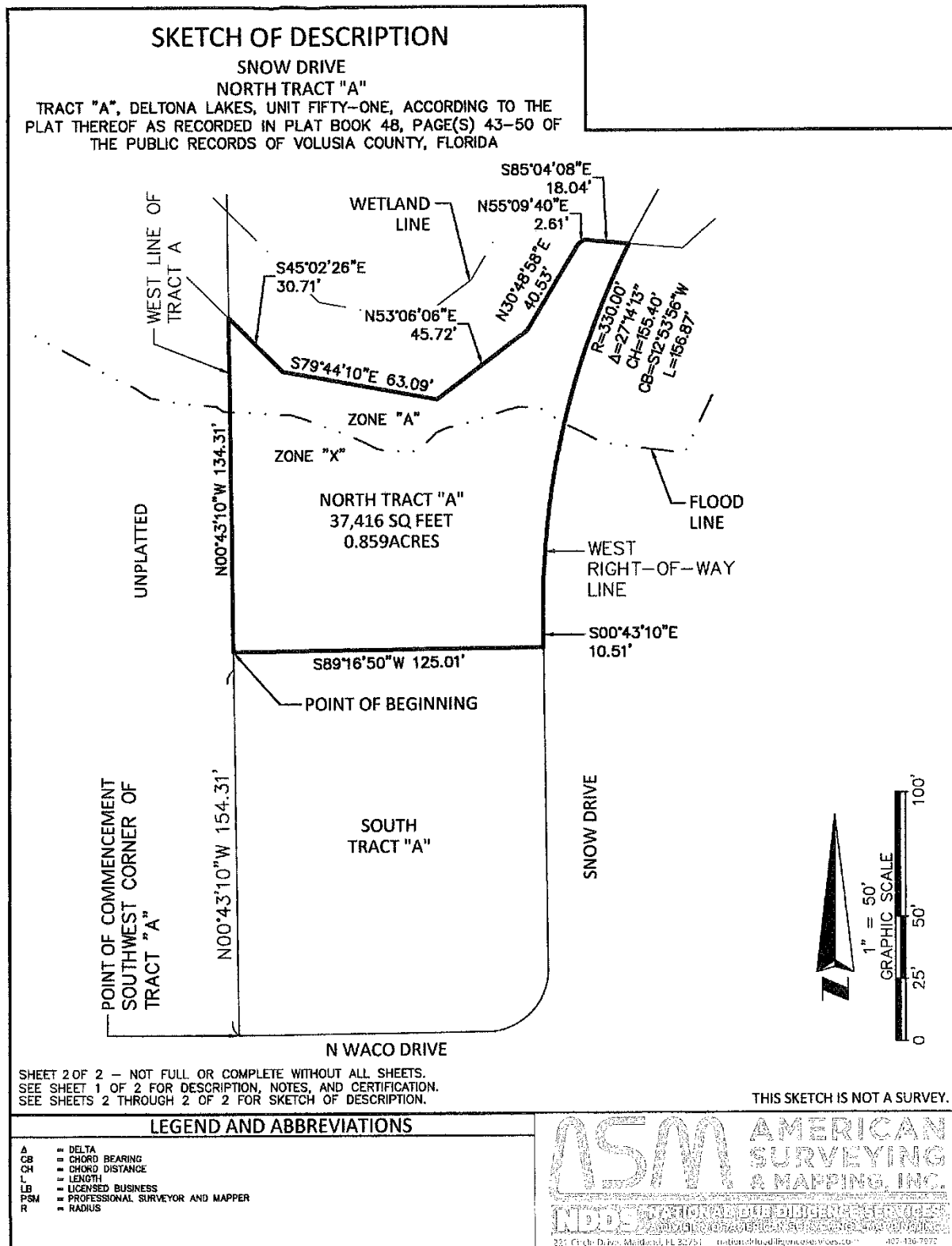
EXHIBIT "B"
New Legal Descriptions & Boundary Surveys

Address: North Tract A, 3090 Snow Drive
Parcel No. 8130-54-00-0012

A PARCEL OF LAND BEING A PORTION OF TRACT "A", DELTONA LAKES, UNIT FIFTY-FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGES 43 THROUGH 50 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE RUN NORTH $00^{\circ}43'10''$ WEST ALONG THE WEST LINE OF SAID TRACT "A" A DISTANCE OF 154.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID WEST LINE OF TRACT "A" RUN NORTH $00^{\circ}43'10''$ WEST A DISTANCE OF 134.31 FEET; THENCE DEPARTING SAID WEST LINE OF TRACT "A" RUN SOUTH $45^{\circ}02'26''$ EAST A DISTANCE OF 30.71 FEET; THENCE RUN SOUTH $79^{\circ}44'10''$ EAST A DISTANCE OF 63.09 FEET; THENCE RUN NORTH $53^{\circ}06'06''$ EAST A DISTANCE OF 45.72 FEET; THENCE RUN NORTH $30^{\circ}48'58''$ EAST A DISTANCE OF 40.52 FEET; THENCE RUN NORTH $55^{\circ}09'40''$ EAST A DISTANCE OF 2.61 FEET; THENCE RUN SOUTH $85^{\circ}04'08''$ EAST A DISTANCE OF 18.04 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SNOW DRIVE, ALSO BEING A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF $27^{\circ}14'13''$, AND A CHORD DISTANCE OF 155.40 FEET WHICH BEARS SOUTH $12^{\circ}53'56''$ WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 156.87 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE CONTINUING ALONG AFORESAID WEST RIGHT-OF-WAY LINE OF SNOW DRIVE RUN SOUTH $00^{\circ}43'10''$ EAST A DISTANCE OF 10.51 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN SOUTH $89^{\circ}16'50''$ WEST A DISTANCE OF 125.01 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 37,416 SQUARE FEET OR 0.859 ACRES, MORE OR LESS.



Address: South Tract A, 3080 Snow Drive
Parcel No. 8130-54-00-0011

A PARCEL OF LAND BEING A PORTION OF TRACT "A", DELTONA LAKES, UNIT FIFTY-FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGES 43 THROUGH 50 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "A" RUN NORTH 00°43'10" WEST A DISTANCE OF 154.31 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°16'50" EAST A DISTANCE OF 125.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SNOW DRIVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE RUN SOUTH 00°43'10" EAST A DISTANCE OF 129.31 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 39.27 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD DISTANCE OF 35.36 FEET WHICH BEARS SOUTH 44°16'50" WEST; THENCE ALONG THE ARC OF SAID CURVE ALSO CONTINUING ALONG AFORESAID WEST RIGHT-OF-WAY LINE OF SNOW DRIVE RUN FOR A LENGTH OF 39.27 FEET TO A POINT OF TANGENCY WITH A LINE ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH WACO DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE RUN SOUTH 89°16'50" WEST A DISTANCE OF 100.00 FEET RETURNING TO THE POINT OF BEGINNING.
CONTAINING 19,155 SQUARE FEET OR 0.440 ACRES, MORE OR LESS.

