

**CATALINA POINTE
PROPORTIONATE FAIR SHARE AGREEMENT**

THIS AGREEMENT is entered into by and between the following entities: **Catalina Pointe, LLC**, a Florida limited liability company, ("Developer"), mailing address: 2875 NE 191st Street, Suite 305, Aventura, FL 33180; and the **City of Deltona** ("City"), mailing address: 2345 Providence Blvd, Deltona, FL 32725; and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720.

WHEREAS, Developer is the owner of approximately +/-34.8 acres of land generally located north of Catalina Boulevard and south of Howland Boulevard in the City of Deltona, Florida (the "Property") as shown in Exhibit "A;" and

WHEREAS, the Property is subject to the terms and conditions of Ordinance No. 24-2022 adopted by the City recorded in Official Records Book 8363, Page 2696, of the public records of the County which authorizes development of the Property for residential uses; and

WHEREAS, the Property is undergoing review by the City to authorize development of a multi-family residential project having a maximum buildout of 277 units ("Project"); and

WHEREAS, in connection with the site plan review, a traffic impact analysis of the existing road network in the vicinity of the Project was performed on behalf of the Developer, the report of which is dated August 16, 2022, ("TIA") in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and;

WHEREAS, Florida Statutes § 163.3180(5)(h) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate fair share payment; and

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

WHEREAS, LTG Engineering & Planning calculated the Project's proportionate fair share for the total costs of the offsite traffic improvements to be constructed within the Impact Area to mitigate the impacts of the 277 multi-family residential units, as further

detailed in the TIA; and

WHEREAS, this proportionate fair share agreement only pertains to the 277 multi-family residential units impact and does not include the impact of the restaurant tract, which will require a separate proportionate fair share agreement.

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

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Roadway Improvements. Developer shall pay the Proportionate Fair Share (defined below) to the County as consideration for the roadway improvements to be constructed as required by the City and County as a result of the traffic impacts created by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with the requirements of the City's Land Development Code and Section 72 of the County's Land Development Code:
3. (a) Proportionate Fair Share. For purposes of this Agreement, the amount of \$548,412.88, and as further detailed in Exhibit "B," is referred to herein as "Proportionate Fair Share," and is the total amount due for the Project. Developer may pay the Proportionate Fair Share in phases consistent with the construction phasing schedule as detailed in Exhibit "C." Phased payments shall be made prior to the issuance of the first building permit for each phase of construction of the Project based on the number of residential dwelling units reflected in each phase. In the event the approved site plan containing 277 residential units is modified resulting in an increase or decrease in the number of units for the Project, then the estimated Proportionate Fair Share set forth above and Impact Fees will be adjusted accordingly based on the final number of residential dwelling units approved for the Project. If Developer does not pay the total Proportionate Fair Share amount within one (1) year of the date of the execution of this Agreement by all parties hereto, then the outstanding balance of the Proportionate Fair Share shall be revised based on the applicable Consumer Price Index published inflationary rate. If the proportionate fair-share amount is not paid prior to December 31, 2025, then the TIA must be updated, and the proportionate fair-share amount recalculated based on conditions at that time. The parties agree that the location and timing of construction of the thoroughfare road improvements shall be constructed as determined by the County. Once Developer has paid any portion of the Proportionate Fair Share, Developer agrees to waive the right to request a return of that portion of the Proportionate Fair Share payment. Developer shall be entitled to County thoroughfare road impact fee credits equal to the amount of the Proportionate Fair Share payment. County Impact fee credits shall be issued as detailed in Exhibit "D."

(b) County's Application of Proportionate Share. The Parties intend that the County will apply the Proportionate Fair Share to the cost of installing Roadway Improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific Roadway Improvements.

4. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other development or building related fees including impact fees, or such other fees as may be prescribed by law.
5. Timing. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the County of Volusia.
6. Effective Date. The effective date this Agreement shall be the last date upon which the County executes this Agreement.
7. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or entity that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
8. Venue. In the event of any claim, action, litigation or proceeding under *this* Agreement, venue shall be in Volusia County, State of Florida.
9. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

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

Signed, sealed and delivered in the presence of:

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

Witness 1

Jeffrey S. Brower, County Chair

Print Name of Witness 1

Attest
By: _____

Witness 2

George Recktenwald, County Manager

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

Thomas R (Russ) Brown, III,
Sr. Asst.t County Attorney

Date: _____

Signed, sealed and delivered in the presence of: **CITY OF DELTONA
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Santiago Avila, Mayor

Attest: _____
XXXXXXXX, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by XXXXXX and XXXXX, Mayor and City Clerk, respectively, of The City of XXXXXX, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

XXXXXXXX, City Attorney

Signed, sealed and delivered in the presence of:

CATALINA POINTE, LLC, a Florida limited liability company

By: CATALINA POINTE
MANAGEMENT LLC, a Florida limited liability company, its manager

By: _____

Name: _____

Title: _____

By: _____

Printed Name of Witness 1

Date: _____

Printed Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by Catalina Pointe Management, LLC, as Manager of Catalina Pointe, LLC, a Florida limited liability company referred to in this agreement as “Owner or Developer,” who is personally known or produced identification.

Notary Public _____

Printed Name: _____

Commission No. _____

Exhibit A
Property

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:

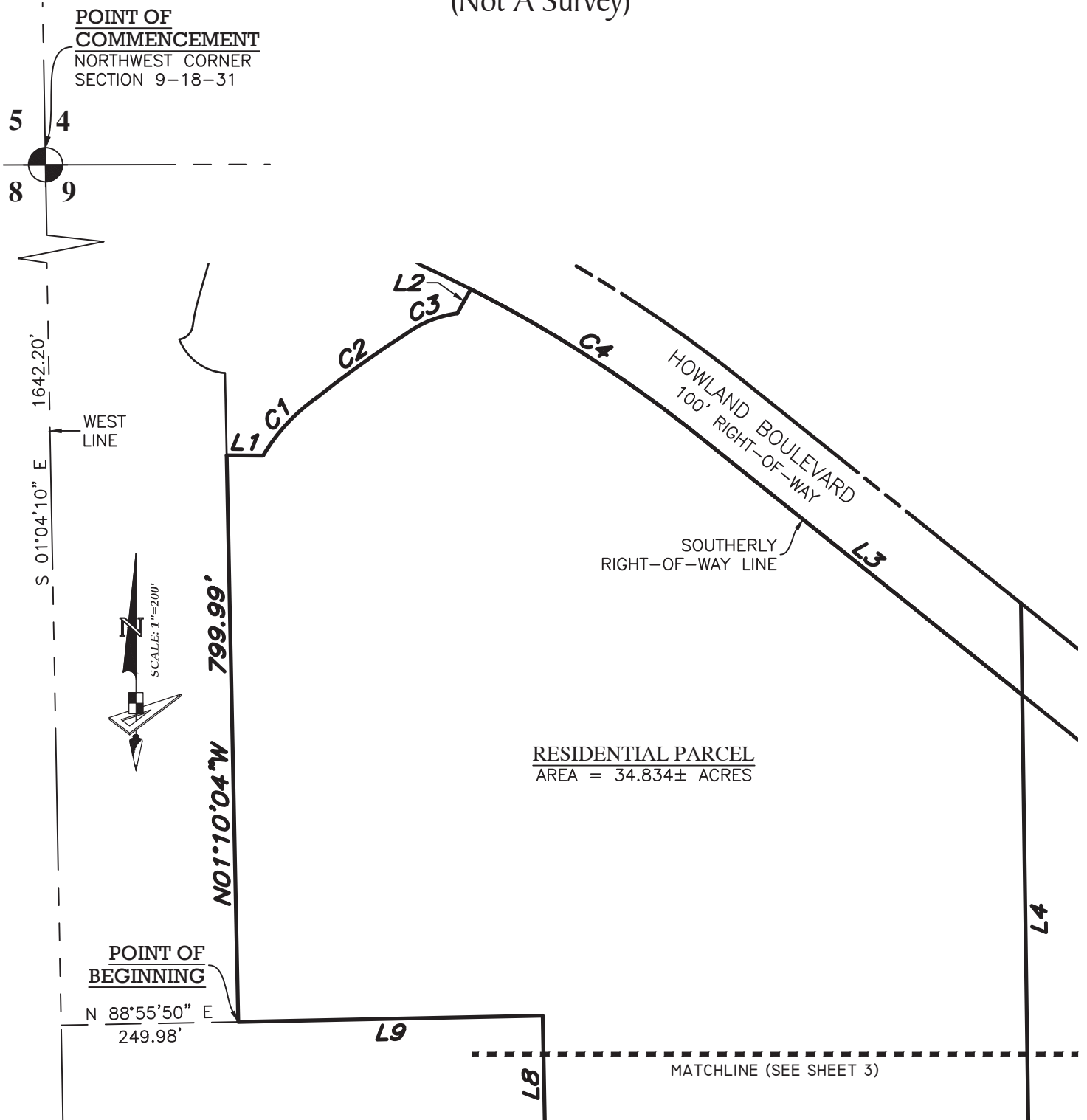
1) The bearings shown hereon are based on the West line of Section 9, Township 18 South, Range 31 East, having a Grid bearing of S 01°04'10" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

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)	555 Winderly Pl, Suite 120 Maitland, Florida 32751 Phone: (321) 270-0440 Licensed Business No.: LB 7768
DRAWN: MRC	DATE: 04/19/22		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
Judd D. French FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.		LS7095	 GeoPoint Surveying, Inc.

Description Sketch

(Not A Survey)



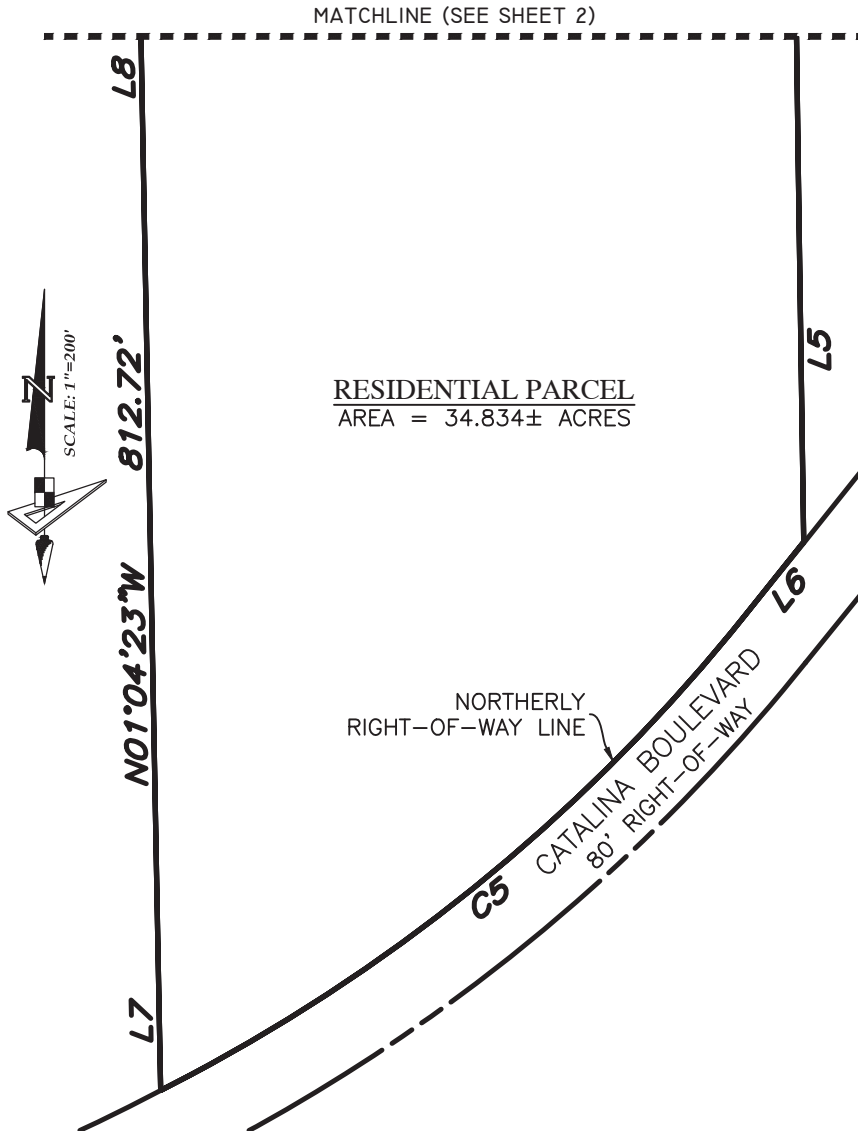
NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEETS 2 - 3 FOR SKETCH
SEE SHEET 4 FOR LINE & CURVE TABLES

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

GeoPoint
Surveying, Inc.

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.

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 B

Proportionate Share Calculation

Catalina Pointe Proportionate Share (PS) & Impact Fee Determination

Roadway	Segment		FDOT Cost per Mile Model ¹	Estimated Length (miles)	Improvement	Base Improvement Cost	Additional Cost ²	Total Estimated Improvement Cost ³	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	PS (%) (d)=(b)-(c)/(a)	Proportionate Share Cost
	From:	To:											
Howland Blvd	I-10SR 472	Wolf Park Run	Volusia County	0.99	Widen from 4 to 6 lanes (Urban)	\$4,723,934.00	\$300,000.00	\$5,220,888.33	92	3,410	5,120	5.38%	\$334,889.89
Graves Ave	Volusia Memorial Pkwy	Kentucky Ave	Volusia County	0.33	Widen from 2 to 4 lanes (Urban)	\$4,717,890.00	\$300,000.00	\$2,211,120.63	16	1,620	3,410	0.89%	\$20,747.63
Graves Ave	Howland Blvd	Howland Blvd	Volusia County	0.38	Widen from 2 to 4 lanes (Rural); (includes overpass)	\$3,250,379.00	\$12,050,000.00	\$16,606,430.03	16	1,620	3,410	0.89%	\$148,437.36
Providence Blvd	Fl Smith Blvd	Elkcam Blvd	Volusia County	0.76	Widen from 2 to 4 lanes (Urban)	\$6,041,666.00	-	\$5,739,582.70	17	1,020	3,410	0.71%	\$40,751.04
Ston Blvd	Friand Dr	Normandy Blvd	Volusia County	0.35	Widen from 4 to 6 lanes (Urban)	\$4,717,890.00	\$300,000.00	\$2,433,076.88	0	3,410	4,851	0.00%	\$0.00
Lake Helen-Olden Rd	Howland Blvd	Catalina Blvd	Volusia County	0.45	Widen from 2 to 4 lanes (Rural)	\$3,250,379.00	-	\$1,828,338.19	6	1,020	3,410	0.25%	\$4,589.07
Segment PS Subtotal:													\$549,215.89
2025 Inflation Factor													1.086
2025 Segment PS Total													\$896,448.45

Turn Lane Length Extensions	Additional Cost ²	Total Estimated Improvement Cost ³	Build-out Queue Length (b)	Background Queue Length (c)	Proportionate Share Cost (d)=(b)-(c)/(a))
Howland Blvd at Dr. Mar in Luther King Blvd			220	170	\$36,861.40
			290	265	\$17,630.70
Offsite Intersection PS Subtotal:					\$53,792.10
PS GRAND TOTAL:					\$650,240.55

¹ Cost obtained from FDOT Long Range Estimates (LRE) for improvement identified, unless otherwise stated.
² Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.) Includes Design & CEI (25%).

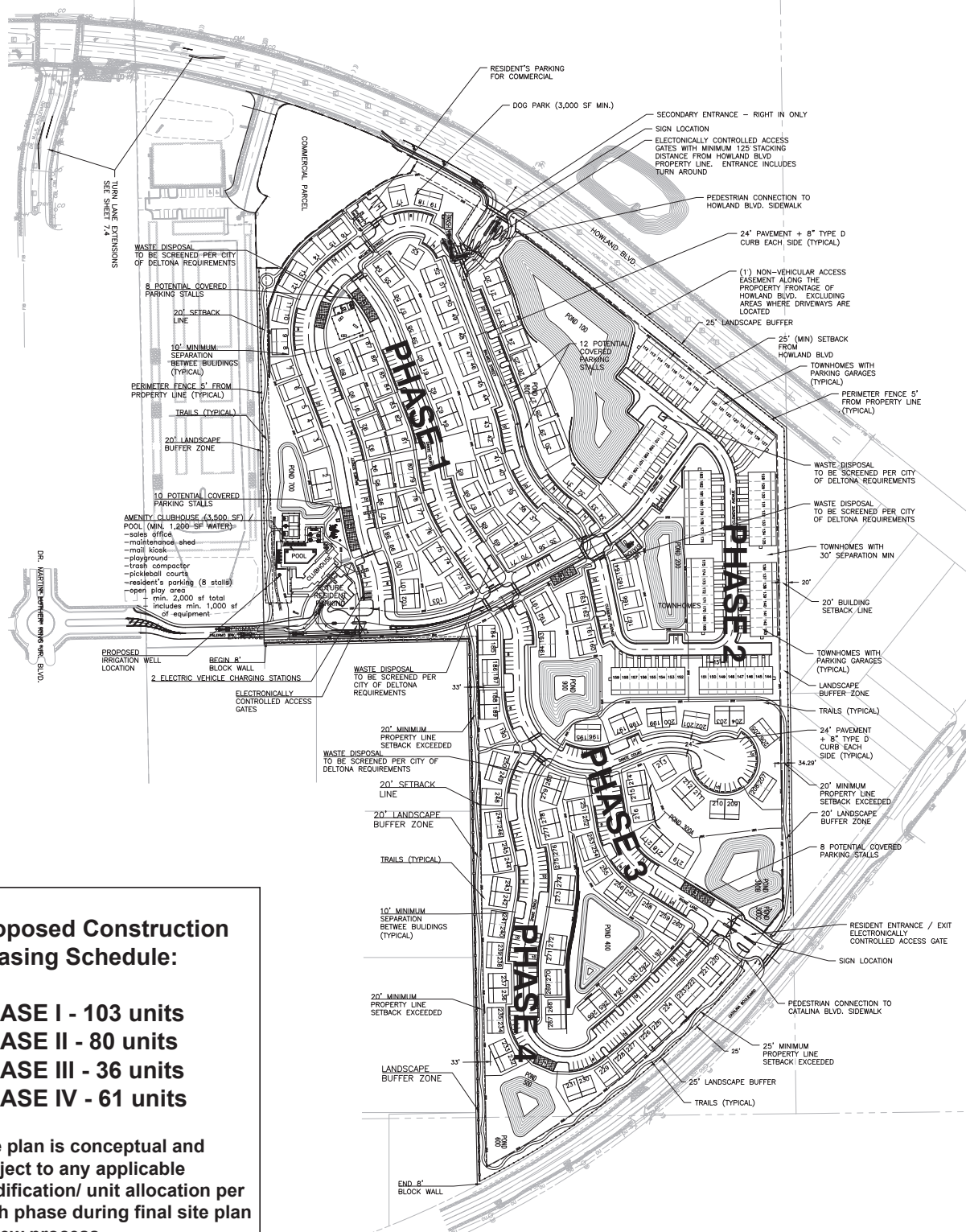
Child Tract PS Estimate			
Tract	PM Peak Hour Trips	Percent PM Peak Hour	Child Tract PS
Parent Tract	186		
Child Tract 1 - Multifamily	140	84.34%	\$648,412.88
Child Tract 2 - Quality Restaurant	26	15.66%	\$101,827.67

Catalina Pointe Estimated Impact Fees						
Land Use Type	Size	Units	Build-Out Year	Volusia County Impact Fee (\$/Unit-SF) ¹	City of Deltona Impact Fee (\$/Unit-SF)	COD Estimated Impact Fees
Multifamily	280	TDU	2025	\$3,700.00	\$683.00	\$2,456,600.00
Quality Restaurant	6,000	SF	2025	\$18.04	\$4,838.00	\$28,656.00
Estimated Impact Fees Subtotal:				\$1,144,240.00		\$277,896.00
Estimated Grand Total (2025 current):						\$1,422,136.00

¹ Volusia County Impact Fee rate as of March 2023. In the event unit count and/or type change, the Impact Fees shall be adjusted accordingly.

Exhibit C

Construction Phasing Schedule



Proposed Construction Phasing Schedule:

PHASE I - 103 units
PHASE II - 80 units
PHASE III - 36 units
PHASE IV - 61 units

***the plan is conceptual and subject to any applicable modification/ unit allocation per each phase during final site plan review process**

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

REVISIONS			
DATE	NO.	DESCRIPTION	NAME
04-04-24	1	REVISION FOR COUNTY COMMENTS	JED
04-04-24	2	REVISION FOR LURME COMMENTS	JED
04-04-24	3	REVISION FOR DELTONA COMMENTS	EDH
04-04-24	4	REVISION FOR DELTONA COMMENTS	EDH

NO. 78118
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 QUIGG ENGINEERING INC

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

Exhibit D
Impact Credit Process



HOW TO MAKE PROPORTIONATE FAIR SHARE PAYMENTS & OBTAIN COUNTY TRANSPORTATION IMPACT FEE CREDITS

To Make a Proportionate Fair Share (PFS) Payment to Volusia County, please submit:

- PFS Calculation:** The project must have an approved PFS calculation by the city (if applicable) and Volusia County Traffic Engineering. If the county has not reviewed the TIA, please submit a city-approved PFS calculation based on the city-approved TIA.
- PFS development agreement:** The project's recorded development agreement, including PFS requirements and any other documentation that justifies the PFS amount, must accompany the PFS payment to the county. This informs us that the city has officially approved the PFS amount and allows the respective PFS amount to be pipelined to the county for impact fee credit. *If the city requires the county to be a party to the PFS or development agreement, please contact Volusia County's Legal Department (386-736-5950) and allow for 45 days to prepare and schedule the County Council agenda item.*
- PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to Kristen Vieira (kvieira@volusia.org) at:

Attn: Kristen Vieira
Volusia County Engineering & Construction
123 W. Indiana Avenue, RM. 402
DeLand, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

- Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are final, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Anthony Taylor, ataylor@volusia.org or (386) 736-5967 Please allow 5-7 business days.

If Seeking Credits for PFS Payments, you will be required to submit the following to Engineering & Construction:

- Copy of your PFS check and receipt.
- Completed Volusia County Impact Fee Account Registration form**, attached. Engineering & Construction (Scott Carraro) can help you with this form.
- Signed registration form with original signatures. Copies or pdfs of the executed form cannot be accepted.

If Seeking Credits for Constructed Improvements, you will be required to submit the following to Engineering & Construction:

- Actual costs incurred such as executed construction contracts. Engineers' estimates are not "actual" costs.
- Completed Volusia County Impact Fee Account Registration form**, attached. Engineering & Construction-(Scott Carraro) can help you with this form.
- Signed registration form with original signatures. Copies or pdfs of the executed form cannot be accepted.

**Note: Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account:" will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.

- Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). (Staff Contact: Beth Branton) GRM will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor audits our transportation impact fee credit files.

For questions regarding calculating PFS, please contact Omar Atallah at (386) 736-5967 ext 12322 or oatallah@volusia.org.

For questions regarding registering Impact Fee Credits please contact Anthony Taylor at (386) 736-5967 ext 12287 or ataylor@volusia.org.



VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management - Impact Fees
 123 West Indiana Avenue, Room 200
 DeLand, FL 32720-4604
 TELEPHONE: (386) 736-5924, ext. 12097
 E-MAIL: impactfees@volusia.org

Collection Zone _____ I P Account Number _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT INFORMATION:

Name	E-Mail Address	
Business Name		
Mailing Address		
City ()	State	Zip ()
Telephone Number	Fax Number	

Answer the following questions on the subject property:

1. Physical Address:

City:

The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. Property Tax Parcel Number(s):

_____	-	_____	-	_____	-	_____
_____	-	_____	-	_____	-	_____
_____	-	_____	-	_____	-	_____

3. List of Person(s) authorized to sign complete any/all transactions for this account:**

***ONLY persons listed will be given information or access to the account.*

Printed Name	Signature
Printed Name	Signature
Printed Name	Signature

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: \$ _____

Proportionate Fair Share Payment: Yes _____ No _____

Date of PFS payment _____ Development Project: _____

Additional Details: _____

Approved by (signature)	Tadd Kasbeer, P.E., County Engineer	Date
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