

**BPUD DEVELOPMENT AGREEMENT**

IN THE CITY COMMISSION OF THE

CITY OF DELTONA, FLORIDA

IN RE: APPLICATION OF DELTONA CROSSINGS PARTNERSHIP

ORDINANCE No. 06-2001

The application of Deltona Crossings Partnership and the Carter-Howland Boulevard Land Trust (herein collectively referred to as the "Applicants" or "Owner/Developer") for BPUD Rezoning was heard by and before the Deltona City Commission, Volusia County, Florida, on April 16, 2001. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth Management Services Group, Legal Group, and other groups and agencies of the City of Deltona and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Zoning Board on January 16, 2001, and otherwise being fully advised, the Deltona City Commission does hereby find and determine as follows:

**GENERAL FINDINGS**

A. That the application of Deltona Crossings Partnership and the Carter-Howland Boulevard Land Trust was duly and properly filed therein on August 22, 2000, as required by law.

B. That all fees and costs which are by law, regulation or Ordinance required to be borne and paid by the applicants have been paid.

**FINDINGS REGARDING REZONING**

A. That the parcel described in Exhibit "A" (the "Subject Property") was rezoned by the City Commission from A-3 to Business Planned Unit Development (BPUD) by Ordinance

No. 05-97, (the "Original Rezoning Ordinance") at a Public Hearing before the Deltona City Commission on April 7, 1997.

B. That the BPUD Master Development Plan prepared in connection with the 1997 rezoning of the Subject Property was never finalized.

C. That the Applicants and the City wish to resolve any uncertainty regarding the development of the Subject Property due to the apparent absence of a finalized BPUD Master Development Plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION MEETING ROOM, DELTONA, FLORIDA, THIS 16TH DAY OF APRIL, A. D., 2001, AS FOLLOWS:

A. That the Application of Deltona Crossings Partnership and the Carter-Howland Boulevard Land Trust for the adoption of the BPUD Master Development Plan contained herein pertaining to the Subject Property is hereby granted.

B. That the Official Zoning Map of the City of Deltona is hereby amended to reflect this BPUD Master Development Plan.

C. That any other BPUD Master Development Plan or Development Agreement connected with the Original Rezoning Ordinance is superceded and shall be of no further force or effect.

#### **DEVELOPMENT AGREEMENT**

1. Development Concept. The Subject Property shall be developed as a BPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a BPUD and shall regulate future land use of the Subject Property.

- a. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Zev Cohen & Associates and dated February 2, 2001 and this Development Agreement. The Preliminary Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Public Records of Volusia County, Florida and shall constitute a supplement to the Official Zoning Map of the City of Deltona.
- b. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by City Zoning Ordinance, as amended, shall require the review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as a rezoning of the property.
- c. Subdivision Plat Requirements. The Subject Property is owned by Deltona Crossings Partnership, (Parcel A described on Exhibit "A") and the Carter-Howland Boulevard Land Trust (Parcel B on Exhibit "A"). Prior to any development of either Parcel A or Parcel B, the Applicants, or either of them, shall process and complete an approved subdivision plat with the City of Deltona in accordance with the Land Development Code. Prior to any further sale, transfer, or hypothecation of any portion of the Subject Property, the Applicants, or either of them, shall submit a replat to the City for review and approval. Said plats or replats shall require that each resulting property and associated infrastructure comply with the

City's requirements for setbacks, ingress/egress, storm water management, utility operation and maintenance or other requirements established to encourage sound development. Appropriate documentation for the conveyance of utilities for City ownership and maintenance must be prepared at the sole expense of the Owner/Developer and will include, but not limited to, the following:

- i. Bill of Sale
- ii. Easements
- iii. Inspection test reports/results indicating satisfactory condition of the system
- iv. Itemized Costs of Construction
- v. Maintenance Bond

d. Owner/Developer Obligations and Responsibilities. The benefits, burdens, obligations and responsibilities created by this Agreement which pertain directly to Parcel A shall specifically enure to the benefit of and be the responsibility of Deltona Crossings Partnership and its successors and assigns. The benefits, burdens, obligations and responsibilities created by this Agreement which pertain directly to Parcel B shall specifically enure to the benefit of and be the responsibility of the Carter-Howland Boulevard Land Trust and its successors and assigns.

2. Land Uses Within the BPUD. The development of the Subject Parcel shall be consistent with the uses prescribed below. The general location and size of development areas is shown on the Preliminary Plan attached as Exhibit "B". The

following land uses shall be allowed in the BPUD as permitted principal uses and structures along with their customary accessory uses and structures:

- a. Art, dance, modeling and music schools
- b. Auction parlors
- c. Automobile rental agencies (office only)
- d. Beauty shops, barbershops
- e. Bowling alleys
- f. Cafeterias
- g. Catering Services
- h. Clothing stores
- i. Day Care facilities
- j. Department Stores
- k. Drug and Sundry stores
- l. Excavations for stormwater retention ponds
- m. Exercise and health spas
- n. Financial institutions
- o. Florists
- p. Furniture stores
- q. Game rooms or arcades for pool, billiards, pinball machines, jukeboxes or other coin operated amusements
- r. Garden Supplies and retail fertilizer stores
- s. General offices
- t. Grocery stores
- u. Hotel/motel

- v. Investment Services
- w. Jewelry Store, and watch repair
- x. Laundry and dry cleaning establishments
- y. Liquor stores
- z. Medical offices
- aa. Mini-warehouses (limited to Parcel A as described on Exhibit "A")
- bb. Nightclubs
- cc. Office/Business Supply stores
- dd. Pawnshops
- ee. Print Shops, Retail
- ff. Public utility uses and structures
- gg. Restaurants, types A and B
- hh. Retail plant nursery
- ii. Retail Specialty Shops
- jj. Theater
- kk. Travel agencies
- ll. Veterinary clinics, excluding outdoor kennels and boarding of animals except for animals treated on site.

3. Obligations for Infrastructure Operation and Maintenance. All utility facilities on the Subject Property shall be privately operated and maintained. The City will not accept for ownership, operation or maintenance any sanitary sewer system, potable or reclaimed water systems or drainage system which is inconsistent with the City's long range master plan(s). The Owner/Developer acknowledges that any and all wastewater transmission system or other utility system improvements

proposed along or across any public rights-of-way will require the Owner/Developer's submittal of a Right-of-Way Utilization Permit application and approval of same by the appropriate agency. Said utilities along or across any public rights-of-way will remain under the ownership and maintenance of the Owner/Developer.

4. Grant of Cross Access Easements. The Owner/Developer acknowledges and agrees that it will grant, convey, and assign to the City full, free, and nonexclusive rights to travel, enter, exit, pass and/or repass, with or without vehicles, upon, over, and across, all cross access easements determined necessary by the City. The number and location of such cross access easements shall be consistent with the Master Development Plan that is a part of this Agreement and shall be finally determined by the City as part of the Owner/Developer's future final site plan application and/or plat review. The Master Development Plan including the cross access easement area and future driveway shown along the Subject Property's Eastern property boundary shall be amended as necessary to align with the existing cross access easement area present on the adjacent property. The Owner/Developer shall create and submit at his own expense, for the City's review and approval final site plan application(s). The granting, conveying and assigning of the easements shall be of a form and substance acceptable to the City Engineer, the City Attorney and the City Development Services Director, and shall be recorded in the Public Records of Volusia County, Florida. The Owner/Developer agrees to provide cross access easements and adequate provisions to allow cross vehicular access between the Subject Property and the abutting properties located to the West and East of the Subject Property.

5. Landscaping, Buffer Yard and Tree Preservation. The Owner/Developer agrees and shall at a minimum comply with all applicable City landscaping, buffer yard and tree preservation code requirements except as otherwise provided in this Development Agreement. The Owner/Developer shall submit appropriate site plans to the City for review and approval before starting development of the property. Both the City and the Owner/Developer agree that, unless otherwise specifically provided for by this Development Agreement, the Owner/Developer shall design, develop and maintain the property in compliance with all applicable City code requirements.

a. The Owner/Developer shall, to the extent reasonably possible, preserve the trees located on the subject property. Prior to the removal of any trees the Owner/Developer shall review its preservation efforts with the City and shall make such modifications to its development plan as may reasonably be required by the city.

b. The Owner/Developer shall design, construct and maintain the project to provide for a minimum of fifteen percent (15%) of the parking lot area, including driving aisles, to be landscaping areas or islands. The Owner/Developer may transfer these interior parking lot landscaping areas and required landscaping to the perimeter of the project, as depicted on Exhibit "B", so that increased landscaping is present around the exterior perimeters of the site that are visible from the street and adjacent properties. The Owner/Developer shall submit appropriate site plans for City review and approval purposes, which comply with this requirement. The required landscape areas or islands shall be designed, constructed and



maintained in compliance with the City codes. A detailed landscaping plan will be submitted for development review as a part of the final site plan application.

- c. The Owner/Developer shall submit for the City's review and approval a landscape plan and landscape irrigation plan prepared by a Florida licensed and registered Landscape Architect. Said plans shall be signed and sealed by the Landscape Architect upon submission and shall be designed in compliance with this Agreement and applicable City Code requirements. The landscape design and plantings for the mini-warehouse portion of the Subject Property shall provide for effective visual screening and buffering of the storage and related office buildings (if any) as visible from any street, street right of way or adjacent property.

6. Buffer Yards. The Owner/Developer shall provide and maintain at his sole expense, buffer yards, buffer yard improvements, and buffer yard fencing or walls in accordance with the City Code and this Developer's Agreement as approved by the City. There shall be no encroachments by building improvements, parking spaces, stormwater treatment ponds or other facilities into any required buffer yard. Stormwater treatment ponds may be located in a required building setback yard. As part of City final site plan review and approval, screening fences, walls or landscape berms may be included within a proposed buffer yard, as approved by the City. The Owner/ Developer shall comply with the requirements of City Ordinances 34- 2000, 35-2000 and Sections 808 and 814.08 and, if applicable, Section 814.09 of City Ordinance 30-98.

7. Final Site Plan Approval. After the approved BPUD Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, Final Site Plan(s) for development of all or any portion of the Subject Property shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.
8. Unified Ownership. The Applicants or their heirs, successors, and assigns shall maintain unified ownership of the Subject Property, unless and until the Subject Property is replatted in accordance with Paragraph 1(c) herein.
9. Building Exterior Design and Appearance Requirements. The exterior appearance of the building frontages to be constructed on the Subject Property that are facing or visible from any street or street right of way shall be designed, constructed and maintained to provide a pleasing office or retail commercial appearance. The rear of any buildings facing or visible from Howland Boulevard shall be designed and constructed to provide false or actual building fronts, pedestrian entrances and the appearance of a commercial retail or office building as viewed from Howland Boulevard. Alternatively, buildings having rears facing or visible from Howland Boulevard which do not contain all of these features, shall be enclosed with eight foot high screening walls of finished masonry or brick construction or having the appearance of finished masonry or brick construction. Appropriate landscaping and buffer yards shall also be located on the outside of each screening wall. Trash and recycling containers located on the Subject Property shall not be visible from Howland Boulevard or from adjacent residential properties. All exterior building walls that are facing or visible from any street or street right of way shall be of finished masonry construction or include complete facades that provide the

appearance of finished masonry construction, including appropriate architectural design features or articulated visual relief features that provide the appearance of an office or retail commercial buildings. If metal roofs are used on the buildings, such roofs shall be obstructed from view by parapets having the appearance of wood, brick or masonry construction. On the mini warehouse/ self storage part of the site (Parcel A depicted on Exhibit "A"), the buildings which are visible from a street or adjacent properties shall be designed and constructed to look like an office or retail building. Also, the manager's building or similar building used as an office or retail sales building shall include exterior glass windows on at least three sides of said building, as viewed from Howland Boulevard. The City shall retain the right and authority to determine if the buildings and overall site design of the project to be developed on Parcel A (self-storage/mini-warehouse) reasonably comply with the terms of this Agreement; the building elevation renderings dated November 24, 2000, prepared by Zev Cohen and Associates and submitted to the City with the rezoning request (the "Architectural Renderings"); and City Code and Comprehensive Plan standards up to and including the time of the City's review of the Owner/Developer's final site plan and building permit applications. The Architectural Renderings are hereby adopted by reference and incorporated into this Development Agreement. The purpose of the Architectural Renderings is to set minimum visual standards for how the mini-warehouse/self-storage portion of the project should look as viewed from Howland Boulevard and from adjacent properties located along the rear of the mini-warehouse/self-storage portion of the property.

10. Property Development Standards

- a. Minimum building setbacks:
  - i. Front yard: 65 feet
  - ii. Side yard abutting any commercial lot: 10 feet
  - iii. Side yard abutting any residential lot: 40 feet
  - iv. Rear yard:
    - (1) Building Setback: 100 feet
    - (2) Buffer Setback: 50 feet for Parcel A, 40 feet for Parcel B
- b. Maximum building height: two story, not to exceed 30 feet.
- c. Maximum lot coverage by buildings 35% of total site area
- d. Maximum Lot Size Mini warehouse/self storage use 6.71 acres
- e. Maximum impervious surface area 65%
- f. Maximum gross building area square footage:
  - i. Self-Storage/Mini Warehouse Parcel (Parcel A): 98,000 square feet
  - ii. Shopping Center Parcel (Parcel B):
    - (1) Out parcels: 62,000 square feet (total)
    - (2) Shopping Center: 120,000 square feet

11. Property Use limitations. The following additional restrictions and limitations shall apply to Parcel A, mini-warehouse use:

- a. Personal/Self-storage of household and business goods, and equipment, boats, trailers recreational vehicles, cars, trucks and materials shall be contained entirely within permanent enclosed buildings or 100% opaque enclosed visually screened outside storage area. Said storage area and any matter parked or stored within the storage area shall be completely

screened from view from any and all roads, road rights of ways, alley, or any other property within 500 feet of the outside storage area. No hazardous, explosive, or radioactive materials, products, or substances, raw or refined petroleum products, or flammable liquids, shall be brought, bought, used, stored, displayed, dispensed or sold on or from the Subject Property at any time.

- b. An on site manager's accessory dwelling unit shall be permitted. Such residential dwelling unit shall have a minimum interior floor area of 600 square feet.
- c. Indoor Retail sales and a business office operated only by the Owner/developer or his authorized agent shall be permitted.

12. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the City of Deltona Land Development Code, as amended. The subject property shall be developed in substantial accordance with the following access and transportation system improvements:

- a. Access to the subject property shall be provided from Howland Boulevard. Any driveways shall be designed, constructed and maintained in compliance with the requirements of the City's Land Development Code. The location, design and placement of the driveways on the Subject Property including the driveways shown on the Master Development Plan are subject to change, review and approval by the City as part of the final site plan review process. A non-vehicular access easement shall be provided on Parcel A along Howland Boulevard, except at the driveway

connection points to Howland Boulevard. Non-vehicular access easements shall also be provided to control driveway connections for Parcel B and its out parcels as part of the site plan review.

- b. The Owner/Developer shall provide safe, efficient and convenient internal traffic and pedestrian circulation. The City may modify proposed traffic and pedestrian circulation improvements during final site plan approval to provide safe, efficient and convenient access.
  - c. The Owner/Developer shall be responsible for the full cost of designing and constructing traffic circulation driveways, site access, including turn lanes and acceleration and deceleration lanes and tapers and intersection and traffic signalization improvements which are or may be required to accommodate project traffic impacts, which result directly from the development or use of the property as a commercial development.
  - d. The Owner/Developer shall be responsible and comply with the requirements of Sections 402.06, 402.07, 402.08, 402.09, 410, and 411 of City Ordinance 96-25. The Master Development Plan is to be amended as necessary to achieve compliance with said ordinance.
13. Permit Requirements. The Owner/Developer shall be required to make application and receive all other development approvals and permits necessary to start site development, as required by applicable Federal, State, County or City statutes, laws, regulations or development codes, including but not limited to City concurrency management and site plan review and subdivision requirements.
14. Site Lighting Requirements. A site lighting plan shall be submitted by the Owner/Developer and reviewed and approved by the City as part of the project's

final site plan submittal(s). All site lighting shall be designed, constructed, and maintained by the Owner/Developer in compliance with City Code requirements. The maximum height of all site lighting standards shall not exceed the height of the principal buildings.

15. Limitations on Hours of Site Deliveries or Pick Ups. The Owner/Developer agrees to and shall limit the use of Parcel A to prohibit deliveries and pick up of all materials, goods, services, supplies and other items to and from Parcel A between the hours of 10:00 p.m. and 5:00 a.m. each day. This limitation on the hours of deliveries and pickups shall apply to all customers, leasees, tenants, vendors, suppliers, agents, contractors and employees of the Owner/Developer or his successors or assigns.
16. Pickups of Refuse, Wastes and Recycled Materials. The Owner/Developer agrees to and shall limit the hours of refuse, wastes and recycled materials pickups from the Subject Property to between the hours of 7:00 a.m. and 6:00 p.m. each day.
17. Developer Construction of Public Improvements. Should the Owner/Developer fail to undertake and complete its obligations, as described in this Agreement (the "Obligations"), to the City's specifications, then the City shall give the Owner/Developer fifteen (15) days written notice to commence and ninety (90) days to complete said required Obligations or at the election of the City, the Owner/Developer shall pay over to the City the amount determined by the City to be necessary to cover the City's expenses in performing the Obligations within the above mentioned time limit. Upon completion of the Owner/Developer's Obligations by the City, the City shall certify actual expense incurred by the City and shall refund any excess or the Owner/Developer shall pay to the City any

shortfall. If the Owner/Developer fails to complete the Obligations within the ninety (90) day period or fails to pay to the City the amount determined by the City necessary to cover the City's expenses then the City, after ten (10) days written notice to the Owner/Developer, or its successors in interest, may without prejudice to any other rights or remedies it may have, perform any and all of the Obligations described in this Agreement. Further, after such ten (10) days prior written notice to the Owner/Developer, or its successors in interest, the City is hereby authorized to assess the cost of completing the Obligations required under this Agreement against the property described in Paragraph 1 above. The lien of lienholders and mortgagees, by their execution of the subordination 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 the notice

18. Enforcement. 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 all costs and expenses, including attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement. Should this Agreement require the payment of any monies to the City the recording of this Agreement shall constitute a lien upon the 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



eighteen-percent (18%) compounded annually or at the maximum rate allowed by law, whichever is lower.

19. Indemnification. The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses (to and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the property described in Paragraph 1 above, in accordance with this agreement, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence 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 of development of the Subject Property, including but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not reviewed, inspected, approved, or permitted by the City.
20. Compliance. The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, City Comprehensive Plan, and the City's Land Development Code, including but not limited to, the site plan regulations of the City existing as of the date of this Agreement, which are incorporated herein by reference. In the event of a conflict between the requirements of this Agreement and the City's Land Development Code, this Agreement shall control. Further, all required improvements, including landscaping shall be continuously maintained by the Owner/ Developer, or its successors and assigns, in first class workmanlike fashion so as to present a pleasing appearance and to ensure compliance with the City's Land Development Code. Should the City adopt future gateway corridor or building design standards

applicable to the Subject Property prior to site plan approval for any portion of the project, such standards shall apply and be controlling on such portion of the project. The City may after thirty (30) days written notice and without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals, and may request termination of sewer and/or water services to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement.

21. Utility Easements. So long as the easements do not materially interfere with the Owner/Developer's use and enjoyment of the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.
22. Fire Protection. As a part of the development and to promote and protect the health, welfare and safety of the public, the Owner/Developer agrees to install and maintain a fire sprinkler system in 100% of the buildings/offices of this development, as required by the Fire Marshal. Additionally, Fire hydrants and all other required fire and life safety improvements shall be installed by the Owner/Developer in accordance with the requirements of the City Fire Marshal. Fire hydrants shall be dedicated to the City with appropriate easements. Fire hydrants must be tested, inspected and approved by the Fire Marshal and shall be fully operational before the start of vertical construction. The fire hydrant(s) shall be located within 300 feet from the most distant point of any building on the

Subject Property. The fire hydrant(s) and its installation shall meet the City of Deltona specifications. The fire hydrant's under ground facilities shall be inspected by the Fire Marshal prior to back fill. Any cost or expense for hydrant maintenance shall be born by the Owner/Developer. Projects that are required to have fire sprinkler systems shall provide double back flow preventers on the fire sprinkler system.

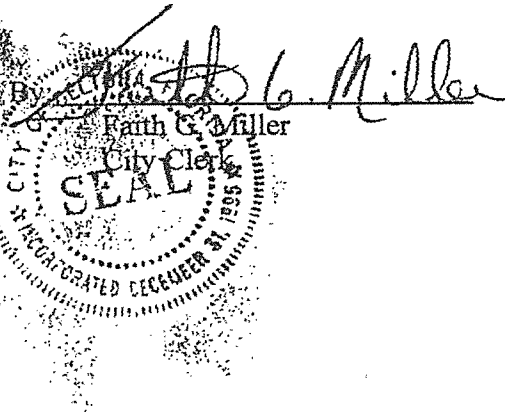
23. Concurrency and Vested Rights. The Owner/Developer acknowledges and agrees that prior to the issuance of any building permit(s) for the Subject Property, the Owner/Developer must have received and be in possession of a valid unexpired Certificate of Capacity. The Certificate of Capacity verifies that available infrastructure capacity is sufficient to permit levels of service adopted in the City's comprehensive plan. Neither this Developer's Agreement, approval of this rezoning, or the site plans approved create or result in a vested right or rights to develop the Subject Property without a current and valid Certificate of Capacity.
24. Noise Control Standards. As part of final site plan review, the Owner/Developer shall submit to the City, certified noise calculations from a Florida Registered Architect, Registered Landscape Architect, or Florida licensed Engineer showing that the final site/building design for the mini-warehouse/ self storage part of the site (Parcel A) complies with a noise control standard of 55 decibels (weighted scale A) or less at all times as measured at the property lines adjacent to residential land uses, for indoor and outdoor activities, including loading and unloading activities normally conducted on the Subject Property.
25. Captions. The captions herein are for convenience only and shall not be relied upon in construing this Agreement.

26. 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. The Owner/Developer agrees to pay the cost of recording this document in 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.
27. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

DONE and ORDERED by the City Commission of the City of Deltona, Florida, this 16<sup>th</sup> day of April, 2001.

ATTEST:

CITY OF DELTONA

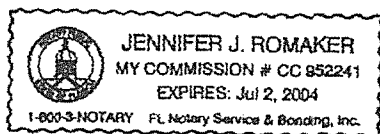


By: John Masiarczyk  
John Masiarczyk  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2001, by John Masiarczyk and Faith G. Miller, as Mayor, City of Deltona and City Clerk, respectively, on behalf of the City of Deltona, who are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
Sign: Jennifer J. Romaker  
Print: Jennifer J. Romaker  
State of Florida At Large  
(Seal)



My Commission Expires: \_\_\_\_\_  
Title/Rank: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

BOOK: 4680  
PAGE: 2258

WITNESS:

DELTONA CROSSINGS PARTNERSHIP  
(As to Parcel A)

Karen Dircks  
Print: Karen Dircks

By: [Signature]  
Title: PARTNER

Print: [Signature]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5 day of April, 2001, by RICHARD W. FERNANDEZ who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: [Signature]  
Print: MARCIA L. TURNER

State of Florida At Large

(Seal)

My Commission Expires: \_\_\_\_\_

Title/Rank: \_\_\_\_\_

Commission Number: \_\_\_\_\_



Marcia L. Turner  
Commission # CC 929053  
Expires May 28, 2004  
Bonded Through  
Atlantic Bonding Co., Inc.

WITNESS:

**CARTER-HOWLAND BOULEVARD LAND TRUST**

(As to Parcel B)

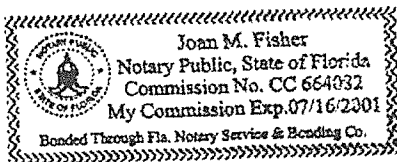
Joan M. Fisher  
Print: Joan M. Fisher

Patrick Chisholm  
Print: Patrick Chisholm

Daryl M. Carter  
Daryl M. Carter, Trustee

STATE OF FLORIDA  
COUNTY OF ~~VOLUSIA~~ ORANGE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of APRIL, 2001, by Daryl M. Carter, Trustee of the Carter-Howland Boulevard Land Trust, who is personally known to me ~~or has produced~~ as identification



NOTARY PUBLIC:

Sign: Joan M. Fisher  
Print: Joan M. Fisher

State of Florida At Large

(Seal)

My Commission Expires: 07/16/2001

Title/Rank: Notary Public

Commission Number: CC664082

EXHIBIT "A"

## PARCEL A:

## LEGAL DESCRIPTION - 6.71 acres:

That portion of the North West 1/4 of Section 9, Township 18 South, Range 31 East, Volusia County, Florida, described as follows:

From the POINT OF BEGINNING, said point being the southwest corner of the North 320.00 feet of the South West 1/4 of the North West 1/4 of aforesaid Section 9, run thence North 01° 09' 23" West, along the west line of the North West 1/4 of said Section 9, a distance of 1225.17 feet, to an intersection with the southerly right of way line of Howland Boulevard; Thence Southeasterly, along the southerly right of way line of aforesaid Howland Boulevard and along a curve concave Southerly, said curve having a central angle of 70° 21' 43", a radius of 1860.06 feet, a chord bearing of South 78° 35' 22" East and a chord distance of 238.86 feet, an arc distance of 239.90 feet, to the end of said curve and to the beginning of a curve concave Southwesterly and having a radius of 25.00 feet; Thence Southeasterly, along aforesaid curve concave Southwesterly, said curve having a central angle of 91° 24' 09", a radius of 25.00 feet, a chord bearing of South 29° 37' 24" East and a chord distance of 35.79 feet, an arc distance of 39.88 feet, to the end of said curve, Thence South 16° 09' 40" West, a distance of 122.64 feet, to the beginning of a curve concave Easterly and having a radius of 320.00 feet; Thence Southerly, along aforesaid curve concave Easterly, said curve having a central angle of 87° 57' 12", a radius of 320.00 feet, a chord bearing of South 12° 13' 14" West and a chord distance of 43.92 feet, an arc distance of 43.98 feet, to the end of said curve and to the beginning of a curve concave Northwesterly and having a radius of 22.00 feet; Thence Southwesterly, along aforesaid curve concave Northwesterly, said curve having a central angle of 73° 51' 11", a radius of 22.00 feet, a chord bearing of South 45° 13' 04" West and a chord distance of 26.43 feet, an arc distance of 28.36 feet, to an intersection with a curve concave Northeasterly and having a radius of 75.00 feet; Thence Southeasterly, along aforesaid curve concave Northeasterly, said curve having a central angle of 64° 29' 12", a radius of 75.00 feet, a chord bearing of South 53° 33' 53" East and a chord distance of 82.03 feet, an arc distance of 84.42 feet; Thence South 01° 10' 04" East, departing aforesaid curve concave Northeasterly, a distance of 916.16 feet, to the southeast corner of the North 320.00 feet of the West 250.00 feet of the South West 1/4 of the North West 1/4 of aforesaid Section 9; Thence South 88° 49' 53" West, a distance of 250.00 feet, to the POINT OF BEGINNING.

All



## RANCH L

LEGAL DESCRIPTION - Ramothus Ranch

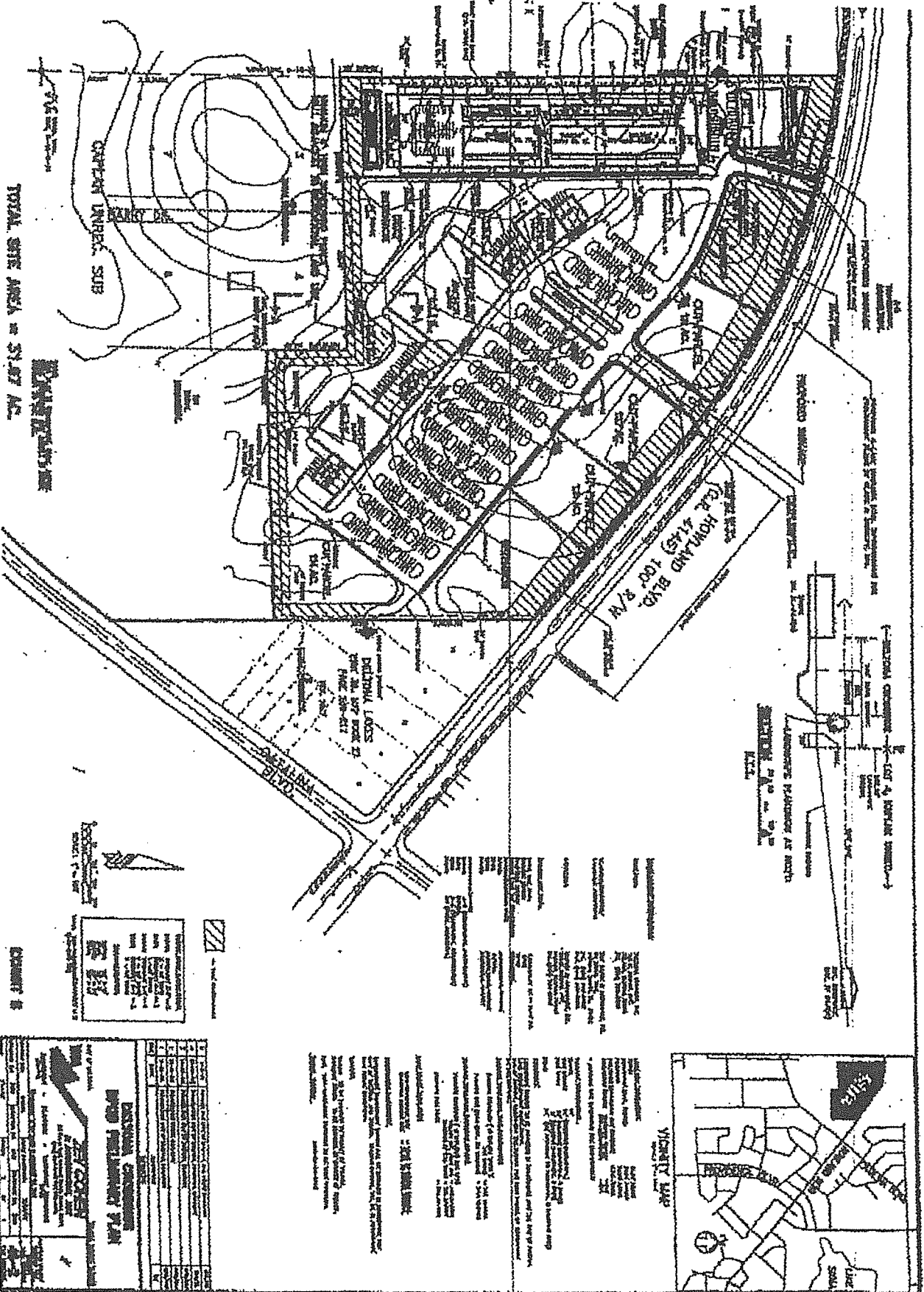
That portion of the North West 1/4 of Section 9, Township 18 South, Range 31 East, Volusia County, Florida, described as follows:

Commencing at the southwest corner of the North 320.00 feet of the South West 1/4 of the North West 1/4 of aforesaid Section 9, run thence North 88° 45' 36" East, parallel with the north line of the South West 1/4 of the North West 1/4 of said Section 9, a distance of 250.00 feet to the POINT OF BEGINNING; Thence North 01° 10' 04" West, a distance of 916.15 feet, to an intersection with a curve concave Northeastly and having a radius of 75.00 feet; Thence Northwestly, along aforesaid curve concave Northeastly, said curve having a central angle of 64° 29' 18", a radius of 75.00 feet, a chord bearing of North 53° 33' 53" West and a chord distance of 80.03 feet, an arc distance of 84.42 feet, to the end of said curve and to the beginning of a curve concave Northwestly and having a radius of 22.00 feet; Thence Northeastly, along aforesaid curve concave Northwestly, said curve having a central angle of 73° 31' 11", a radius of 22.00 feet, a chord bearing of North 45° 13' 04" West and a chord distance of 26.45 feet, an arc distance of 28.36 feet, to the end of said curve and to the beginning of a curve concave Southeastly and having a radius of 320.00 feet; Thence Northeastly, along aforesaid curve concave Southeastly, said curve having a central angle of 70° 52' 12", a radius of 320.00 feet, a chord bearing of North 12° 13' 24" East and a chord distance of 45.52 feet, an arc distance of 43.95 feet, to the end of said curve; Thence North 16° 09' 40" East, a distance of 122.54 feet, to the beginning of a curve concave Southwestly and having a radius of 25.00 feet; Thence Northwestly, along aforesaid curve concave Southwestly, said curve having a central angle of 91° 24' 09", a radius of 25.00 feet, a chord bearing of North 29° 32' 25" West and a chord distance of 35.79 feet, an arc distance of 39.88 feet, to an intersection with the southerly line of aforesaid Howland Boulevard, a 100.00 foot right of way; Thence Southwestly, along the southerly line of aforesaid Howland Boulevard and along a curve concave Southwestly, said curve having a central angle of 23° 56' 26", a radius of 1860.06 feet, a chord bearing of South 63° 16' 17" East and a chord distance of 77.57 feet, an arc distance of 777.21 feet, to the end of said curve; Thence South 31° 18' 04" East, along the southerly line of aforesaid Howland Boulevard, a distance of 584.37 feet, to an intersection with the east line of the West 1/2 of the North West 1/4 of aforesaid Section 9; Thence South 00° 48' 37" East, along the east line of the West 1/2 of the North West 1/4 of aforesaid Section 9, a distance of 633.00 feet; Thence South 88° 45' 37" West, a distance of 612.24 feet, to the southeast corner of the North 312.93 feet of the West 680.00 feet of the South West 1/4 of the North West 1/4 of aforesaid Section 9; Thence North 01° 04' 23" West, parallel with the west line of the North West 1/4 of aforesaid Section 9, a distance of 192.93 feet; Thence South 88° 49' 56" West, a distance of 450.00 feet, to the POINT OF BEGINNING.

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TOTAL SITE AREA = 31.87 AC.



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Diane M. Matousek  
Volusia County, Clerk of Court

