

PROJECT DEVELOPMENT AGREEMENT

MCC Mixed Use Commercial Center Planned Development

THIS PROJECT DEVELOPMENT AGREEMENT, hereinafter called the "Agreement", is made and entered into this _____ day of _____, 2002, by and between the CITY OF ORANGE CITY, a Florida municipal corporation hereinafter referred to as the "CITY", and the _____, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the _____ are the owners of 6.87 acres of land, which certain real Property, hereinafter called the "Property", lying within the municipal boundaries of the City of Orange City, and

WHEREAS, the Threadgills desire to develop this Property for office professional purposes in accordance with the Exhibits "A" and "B" development Plan attached to this Project Development Agreement; and

WHEREAS, as a condition precedent to development of this property, the City of Orange City is required by the Volusia Growth Management Commission Resolutions 89-04, condition 1, and 94-03, condition (a), to require that the property be zoned as a Planned Development and developed in accordance with the provisions of that Planned Development, and

WHEREAS, Planned Development projects of a mixed use nature in the City of Orange City are governed by Appendix A, Section 7B of the City's Code of Ordinances, establishing guidelines and standards for Mixed Use Commercial Center (MCC) Planned developments, and

WHEREAS, this Agreement is entered into in accordance with the provisions of Appendix A, Section 7B of the City's Code of Ordinances, establishing guidelines and standards for Mixed Use Commercial Center (MCC) Planned developments, and

WHEREAS, the MCC Application and the Subdivision Application (Exhibit "A") were duly and properly filed herein on the 9th day of August, 1999, as required by City code, and all fees and costs which are by law or regulation or ordinance required, are to be borne and paid by the Developer, have been paid; and

WHEREAS, the Developer has held an MCC pre-application meeting with the Development Review Committee (DRC) on the 23rd day of July, 1999, as required by Appendix A Section 7B.9.1 of the City's Code of Ordinances; and

WHEREAS, the Orange City Planning and Zoning Commission held a public hearing on the 6th day of October, 1999, as required by Appendix A Section 7B.10.C of the City's Code of Ordinances, and has reviewed and recommended that the City Coun-

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cil approve the MCC Application, and the Development Plan herein attached as Exhibit "A", and "B" respectively, and

WHEREAS, the City Council of Orange City held a regular meeting on the 14th day of August, 2001, as required by Appendix A Section 7B.10 D of the City's Code of Ordinances, and has reviewed and approved the MCC Application and the Development Plan herein attached as Exhibit "A" and "B" respectively. Said approval was performed by the adoption of Resolution Number 69-01.

NOW, in consideration of these recitals, mutual covenants and conditions contained herein and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows;

SECTION I. RECITALS

The above recitals are true and correct and form a material part of this Agreement.

SECTION II. LEGAL DESCRIPTION OF PROPERTY

The legal description of the land subject to this Agreement and referenced as the "Property", is set forth in the Exhibit "A" attached hereto and by this reference made a part hereof.

SECTION III. LEGAL AND EQUITABLE OWNERSHIP

The Property consists of one (1) tract, more particularly described in the attached Exhibit "B". Title to this tract is as set out in the attached Exhibit "B". The Threadgills are the sole present owner of the 6.87 acre overall tract.

SECTION IV. DESCRIPTION OF DEVELOPMENT

A. There is one project proposed on the Property. It is a 5 lot medical office park subdivision to be developed by the Threadgills. The subdivision contains 6.87 acres of land located as shown in Exhibit "B" generally the Northwest quadrant of Harley Strickland Boulevard and Junior Street, Orange City, Florida. The subdivision is proposed to be constructed in one phase. The property will be subdivided into five (5) lots and sold to individual buyers. At the time of development of each of the lots, the individual buyers will submit site plans that will be permitted by the City. At this time, infrastructure will be constructed to support future development. The lots will be a minimum size of one acre and setbacks are as shown on the Master Plan in Exhibit "C".

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B. OPEN SPACE

For the purpose of this development, open space areas are coterminous with the development's landscaped areas and drainage retention areas. Individual buyers will be required to meet the necessary open space requirements with each of their proposed Site Plans.

C. Potable Water

Potable water will be supplied to the development through a potable water distribution system interconnected to and served by West Volusia County Utility Services. The projected potable water usage is shown in Table 1.

D. Wastewater

Wastewater sewer service will be provided to the development through a central sewer collection system interconnected to and treated by West Volusia County Utility Services. The projected wastewater flow is shown in Table 1.

Table 1	Demand
Potable Water (GPD)	15,688 GPD
Wastewater (GPD)	15,688 GPD
Access to Junior Street	2
Access to Harley Strickland Boulevard	1

E. Stormwater

Stormwater design and management of this project will be in conformance with Chapter 18 of the Orange City Code of Ordinances. The Developer agrees that the Property Owners will maintain (in perpetuity) the onsite stormwater detention system.

F. Access and Transportation System Improvements

Traffic access to this site will be in accordance with the submitted Exhibit "B" Site Plan, with access limited to one (1) ingress/egress access onto Harley Strickland Boulevard and two (2) ingress/egress accesses onto Junior Street.

G. Signage

Signage shall be permitted by each individual lot owner when proposed for development and shall be in accordance with the City's sign regulations and ordinances in effect at time of request for development approval, except as may be otherwise provided in Section XI of this Agreement.

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SECTION V DEVELOPMENT PLAN

The Development Plan consists of this “Development Agreement” and all of the exhibits mentioned herein; (1.) Exhibit “A” MCC Packet Application and (2.) Exhibit “B” Site Plan consisting of 6 sheets. The Development Plan shall be filed and retained for public inspection in the office of the City’s Planning and Zoning Division.

SECTION VII. LANDSCAPE AND BUFFERING

The development and use of the Property shall be governed by the schedule of permitted uses as set out below.

Threadgill Medical Office Park

All uses pursuant to the MX-2 zoning designations contained in the City’s Zoning Code in effect on the date of approval of this agreement.

SECTION VII. LANDSCAPE AND BUFFERING

All landscaping, buffering and on-site preservation of trees shall conform to the landscaping requirements of the Orange City Code of Ordinances Chapter 17.2 except as may be otherwise provided in Section XI of this Agreement, pertaining to Stipulations.

Twelve months following completion of the development of each individual lot and issuance of the certificates of occupancy for each lot, the Planning Department will conduct an on-site visual inspection of the tree and landscaping to assure that the trees and landscaping are healthy, and meet applicable City codes. Any dead, dying, or substandard vegetation must be replaced at that time.

SECTION VIII. VEHICULAR AND PEDESTRIAN AREAS

Threadgill Medical Office Park

All vehicular and pedestrian areas within the road rights-of-way shall be owned and maintained by the City.

All common areas of this development not owned and maintained by the City shall be owned and maintained by the Property Owners Association, a legal entity to be established by the Threadgills.

SECTION IX. COMPLETION SCHEDULE

The Threadgills agree to commence construction on the site within one (1) year after the date of the approval of this Agreement. If substantial construction has not begun within one (1) year, an extension of one (1) year shall be granted upon the request of

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the Threadgills. Any additional extensions of time shall be granted in accordance with the zoning and land development ordinances of Orange City.

SECTION X. APPROVAL

Approval of the MCC (Mixed Use Commercial Center) by the City will be necessary for purposes of construction of a mixed-use commercial center planned development depicted in the attached Exhibit "C".

SECTION XI. STIPULATIONS

With respect to the site plan approved pursuant to this Agreement, the Threadgills stipulate to the following:

- 1) All Water and Sewer Utilities include an on-site Lift Station.
- 2) The Threadgills agree to comply with the City's utility Ordinance, relating to the preparation of a bill of sale for utility improvements to be dedicated to the City, including a Title Certificate, and other requirements when the facilities are to be dedicated to the City of Orange City.
- 3) The submittal of documentation confirming approval of: (1.) the West Volusia County Utility Services determination of compliance with the water and wastewater conveyance system specifications, (2.) the FDEP approval of the water and wastewater system, and (3.) the SJRWMD approval relating to the stormwater permit. **All permits must be approved and submitted to the Planning and Zoning Division prior to building permit approval.**

With respect to the site plan, all improvements will comply with the City's requirements for MX-2 Zoning.

SECTION XII. EXPANSIONS, AMENDMENTS AND MODIFICATIONS TO THIS AGREEMENT

- A. Expansions, amendments, and modifications to this Development Agreement, if requested by the Threadgills, may be permitted as approved following review by the Planning and Zoning Commission and in conformance with Appendix A Section 7B.13 of the City's Code of Ordinances.
- B. Minor modifications to this agreement, requested by the Developer, may be authorized by the City Manager or his designee.
- C. Orange City reserves the right to require inclusion into the Developers Agreement other reasonable requirements or regulations.

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APPLICABLE LOCAL LAW

SECTION XIII.

The City of Orange City's ordinances, resolutions, and policies shall govern the development of this Property unless otherwise specifically provided in this Agreement.

SECTION XIV. AGREEMENT TO BE BINDING

This Development Agreement, including any and all supplementary orders and resolutions, together with the approved development plan and all final site plans shall be binding upon the Developer and their successors and assigns in title or interest. The provisions of the Development Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

SECTION XV. APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION XVI. RECORDING

This Development Plan shall be recorded, at Owner's expense, among the Public Records of Volusia County in accordance with the requirements of the Zoning Ordinance. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Property and shall instead constitute record notice of governmental regulations which may regulate the use and enjoyment of the Property.

SECTION 13. EFFECTIVE DATE

This Agreement shall be deemed effective as of the date the last required signature is affixed to this Agreement.

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AS TO THE CITY

IN WITNESS THEREOF the City hereto attaches their hand and seal this

_____ day of _____, 2001.

Authorized Signature

Witness Signature

Printed name

Witness Printed Name

Title

Witness Signature

Witness Printed Name

Attest:

Approved as to form and content:

Deborah Renner CMC, City Clerk

William Reischmann, City Attorney

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

**Subscribed and sworn to (or affirmed) before me on this _____ day of
_____, 2001 who is/are personally known to me or has/have produced
_____ (type of identification) as identification.**

**Printed Name, Notary Public or
Stamp**

Signature, Notary Public

Commission No.

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AS TO THE DEVELOPER

IN WITNESS THEREOF the Developer hereto attaches their hand and seal

this _____ day of _____, 2001.

Authorized Signature

Witness Signature

Printed name

Witness Printed Name

Title

Witness Signature

Witness Printed Name

STATE OF _____

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of
_____, 2001 who is/are personally known to me or has/have produced
_____ (type of identification) as identification.

Printed Name, Notary Public or
Stamp

Signature, Notary Public

Commission No.