

Ordinance No. XXX-
Exhibit B
Master Development Plan for the _____ XXXPUD

To be returned to:

Gloria J. Thomas, CMC, City Clerk
City of Orange City
205 E. Graves Avenue
Orange City, Florida 32763

DEVELOPMENT AGREEMENT
FOR
_____ XX-PUD

THIS AGREEMENT entered into and made as of the ____ day of _____, 2016, by and between the **CITY OF ORANGE CITY, FLORIDA**, (hereinafter referred to as the “City”), and _____ (hereinafter referred to as “Owners/Developers”), whose address is _____.

W I T N E S S E T H

WHEREAS, _____ are the owners of certain real property lying within the municipal boundaries of the City of Orange City; consisting of approximately _____ acres of land which are also situated _____. This parcel of land is more particularly described in the survey and legal description, a true copy of the legal description is attached hereto as **Attachment “A”** (“the Property”); and

WHEREAS, the Owner desires to develop the Property in accordance with this _____ PUD Master Development Plan (MDP) and preliminary plan attached as **Attachment “B”**; and

WHEREAS, the Owners/Developers desire to facilitate the orderly development of the Property, in compliance with the laws and regulations of the City, and of other governmental authorities, and the Owners/Developers desire to ensure that development of the Property is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, this Development Agreement is entered into in accordance with the provisions in the City’s Land Development Code, establishing guidelines and standards for such development; and

WHEREAS, the Volusia County Growth Management Commission approved the PUD rezoning on _____, 2016. (*Inserted if applicable*)

WHEREAS, the Technical Review Committee (TRC) reviewed the preliminary plan on _____, as required by the City’s Land Development Code; and

WHEREAS, the Orange City Planning Commission held a public hearing on _____, 2016, and found the rezoning consistent with the comprehensive plan and forwarded to the City Council for approval; and

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WHEREAS, the City Council of Orange City on _____, 2016 and _____, 2016 reviewed and approved the _____PUD rezoning from _____ zoning to _____ Planned Unit Development (XX-PUD), including this PUD Master Development Plan; and

SECTION 1. AGREEMENTS / STIPULATIONS.

The Owners/Developers agree to proceed with the proposed development according to the provisions of the City's Land Development Code and such other conditions as may be included in this Development Agreement. The Owners/Developers agree to provide agreements, contracts, deed restrictions and sureties acceptable to the City Council for completion of the development as required hereunder for their respective parcels according to the approved plans, and maintenance of such areas, functions and facilities as are not to be provided, operated, or maintained at public expense. The Owners/Developers agree to bind all successors in title to any commitments made under Section 8.7.22 A.1 and 2 of the City's Land Development Code.

SECTION 2. OBLIGATIONS.

Should the Owners/Developers fail to undertake and complete their respective obligations as described in this Agreement, to the City's specifications as provided by the City's Land Development Code and this Development Agreement, then the City shall give the respective Owners/Developers thirty (30) days written notice to commence and ninety (90) days to complete their respective required obligations. Notwithstanding the foregoing if the Owners/Developers are actively and continuously seeking to complete their respective obligations the City will grant a reasonable request for additional time. If the Owners/Developers fail to complete their respective obligations within the ninety (90) day period, as may be extended, then the City, without further notice to the Owners/Developers or its successors in interest, may, without prejudice to any other rights or remedies it may have, perform any and all of the said failed obligations described in this Agreement. Further, the City is hereby authorized to assess the actual and verified cost of completing the respective obligations required under this Agreement against that portion of the Property owned by the party who has failed to meet its obligations. The lien of such assessments shall be superior to all others, and all existing lien holders 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 Owners/Developers and their successors in interest shall be deemed to have been given upon the mailing by certified mail, return receipt requested of notice to the below-mentioned addresses.

SECTION 3. DESCRIPTION OF DEVELOPMENT.

A. THE PROPERTY. The property, which is known as "_____" and consists of approximately _____ acres and is located at _____ in Orange City, Florida and is generally located _____. The Legal Description of the property is included in **Attachment "A"**.

B. MASTER DEVELOPMENT PLAN. The Master Development Plan (MDP) shall consist of the preliminary plan and this development agreement. The preliminary plan is

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hereby approved and incorporated in this agreement by reference as **Attachment B**. The MDP shall be filed and retained for public inspection in the Development Services Department and shall constitute a supplement to the City's official zoning map. The Property shall be developed substantially in accordance with this MDP and shall regulate the future use of the Property.

- 1) Subdivision Approval. After the MDP is recorded and prior to any construction, including clearing and landfill, applications for Preliminary Plat and Final Plat of the area to be subdivided shall be submitted for review and approval in a manner required by the Land Development Code, as amended.

(or)

- 2) Site Plan Approval. Prior to the issuance of any permits for construction, including clearing and landfill, the Site Plan application shall be prepared and submitted for review and approval in the manner required by the Land Development Code, as amended.

The Preliminary Plan, attached as **Attachment "B"** to this Development Agreement shall constitute compliance with the Planning Commission and/or City Council review and approval process as described in Chapter 6- Subdivisions Regulations and Chapter 7- Site Plan Review, once this Development Agreement has been recorded and implemented, accept that any major amendment to this Development Agreement shall be processed and approved in accordance with the Land Development Code.

C. CONFLICTS AND AMENDMENTS. With respect to any conflict between the City's Land Development Code and this MDP, the provisions of this MDP shall govern. The City's Land Development Code shall govern with respect to any matter not covered by this MDP. Unless otherwise provided herein, nothing in this MDP shall abridge the requirements of the Code of Ordinances, City of Orange City. All amendments to the MDP, other than those deemed by the Development Services Director as minor amendments, in accordance with section 8.7.22 (E) (9) of the Land Development Code, shall require the review and recommendation of the Planning Commission and action by the City Council in the same manner as a rezoning of the parcel.

D. ALLOWABLE USES. The development of the Property shall be consistent with the uses prescribed for each area within the proposed PUD. The location and size of said land use areas are generally shown on the PUD preliminary plan. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures.

Permitted Uses:

Prohibited Uses:

E. OPEN SPACE. Open space shall be provided at a minimum of _____. Open space areas will be owned and maintained by the respective Owners/Developers, and/or by one

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or more property owners associations. Provision for maintenance of the open space shall be binding on the respective Owners/Developers, their successors and assigns, as to their respective lots, and shall constitute a covenant running with the land and be in recordable form.

Open Space Analysis

Minimum Open Space	Square feet	Acres	Percentage
Required Open Space (Minimum)			
Open Space Proposed			

Tree Protection Area: _____

Environmental Considerations: _____

F. **PHASING.** The entire Property will be developed consistent with the land uses provided herein, including associated open space and infrastructure. The phases may be developed in any order. Any reference to phasing is solely for the purpose of reference. Each phase of development must be able to stand alone with respect to public and private infrastructure.

Proposed Development Land Coverage:

	Square feet	Acres	Percentage
Proposed Impervious Areas			
Buildings			
Parking Space Area			
Driveway Area			
Sidewalk Area			
Other Impervious Area			
Total Impervious Area			
Proposed Pervious Areas			
Open Space			
Landscape Buffers			
Stormwater Retention Areas			
Total Pervious Area			
TOTAL PROPERTY SIZE			

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G. DEVELOPMENT STANDARDS.

- 1) Minimum lot Area:
- 2) Minimum lot width:
- 3) Minimum yard size:
 - a. Front yard:
 - b. Rear yard:
 - c. Side yard:
 - d. Waterfront yard:
- 4) Maximum lot coverage:
- 5) Maximum building height:
- 6) Minimum floor area:
- 7) Landscape buffer requirements:
- 8) Property perimeter building setbacks:
- 9) Minimum building separation distance:
- 10) Off-street parking and loading requirements:
- 11) Development Design Standards:
- 12) Illumination:

H. INFRASTRUCTURE.

- 1) Potable water will be supplied to the development through a potable water distribution system interconnected to and served by _____.
- 2) Wastewater sewer service will be provided to the development through a central sewer collection system interconnected to and treated by Orange City Utilities. The on-site wastewater systems, including the lift stations, if any, will be owned and maintained by the Owners/Developers of the lots they serve any/or by one or more property owners' associations. Sanitary sewer treatment/waster disposal shall be provided by _____.

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- 3) Stormwater design and management of this project will be in conformance with Chapter 12 of the Orange City Land Development Code and other applicable County, State and Federal requirements. The stormwater conveyance and detention systems will be owned and maintained by the respective Owners/Developers and/or by one or more property owners' associations, as applicable.
- 4) A Title Certification confirming ownership and/or authorization by the Owner shall be required. Title certification must be demonstrated prior to the granting of any development approval. The Title Certificate must be in a form approved and accepted by the City Attorney.
- 5) All City/County impact fees imposed for development must be paid in full prior to the issuance of a certificate of occupancy.
- 6) Within the ____PUD, all new utility distribution lines, including but not limited to telephone, television cable and electrical systems, shall be installed underground.

I. **ACCESS AND TRANSPORTATION IMPACT ANALYSIS.** Traffic access to this site will be in accordance with the attached preliminary plan, with vehicle access to public streets consisting of internal easements, right-of-way and driveway connections to _____.

A traffic study describing the proposed traffic impacts has been performed and submitted to both the County and the City. The Property shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. _____
2. Sidewalks. _____
3. Transportation System Improvements necessary to support the increased development trips, including:
4. Internal easements and cross-access easements to provide inter-connectivity with adjoining lands.
5. All roadway and pedestrian areas within the project boundary will remain under the ownership and responsibility of the owner of the property upon which they are located. Owners/Developers shall install pedestrian connections on their respective properties between buildings and the external sidewalk systems. Owners/Developers shall install sidewalks along the length of the property for all adjacent rights-of-way.
6. Mobility Enhancements:

J. **SIGNAGE.** The Property is located within the XXXX Sign District and signage shall comply with the City's Sign Code adopted by Ordinance No. 518 in December 2014. Generally, the sign code allows the following:

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K. LAND DEVELOPMENT CODE DEPARTURE. Set forth below are the approved waivers from the Land Development Code:

SECTION 4. COMMON AREA MAINTENANCE.

The Owners/Developers shall enter into an Easement with Covenants and Restrictions Affecting Land (“ECR”) which sets forth maintenance responsibility of all common areas.

SECTION 5. LOCAL LAW.

The City of Orange City’s ordinances, resolutions, and policies shall govern the development of this Property unless otherwise specifically provided in this Agreement. Development approvals and permits shall be required for the development of the Property as contained in the City’s Land Development Code Ordinance No. 157. Failure to list any approval or permit required by Federal, State or local laws shall not be construed to release the Owners/Developers from obtaining same. Nothing as contained in this Agreement shall be construed as the grant of a land use or development approval or to be in derogation of the City’s police powers.

SECTION 6. 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 and shall inure to the benefit of the Owners/Developers and their successors and assigns in title or interest. The provisions of the 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 7. ENFORCEMENT.

In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners/Developers against whom such enforcement action is necessary shall be responsible for all costs and expenses, including attorney’s fees whether or not litigation is necessary and if necessary, both trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon that Owner’s/Developer’s 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 that portion of the Property which is responsible for the payment for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Property and the Owners/Developers. Interest on unpaid overdue sums shall accrue at the prescribed statutory rate compounded annually or at the maximum rate allowed by law.

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SECTION 8. COMPLIANCE.

Each of the Owners/Developers agree they, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, and the City's Land Development Code, 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 responsible Owners/Developers, or their successors and assigns, in accordance with the City's Land Development Code. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals, and may terminate sewer and/or water services to the Property should the Owners/Developers fail to comply with the terms of this Agreement, provided that this right shall only apply to that portion of the Property owned by the party not in compliance.

SECTION 9. UTILITY EASEMENTS.

The Owners/Developers shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owners/Developers, 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. The Owners/Developers shall provide cross-access easements as may be requested by the City to accommodate adjacent future development.

SECTION 10. DURATION OF AGREEMENT.

If substantial development of the Property is not completed in accordance with the terms and conditions of this Agreement and applicable laws of the State of Florida, Volusia County and the City within five (5) years from the effective date of this Agreement, then and in that event, this Agreement shall be null and void as to any undeveloped Property and the City shall not be precluded, prohibited or estopped from redesignating and/or rezoning the property.

SECTION 11. RESOLUTIONS AND REGULATIONS.

This Agreement shall not operate as a limitation upon the City to require the Owners/Developers to comply with all applicable laws, ordinances, resolutions and regulations of either the United States, the State of Florida, Volusia County or the City, regulating the development of the Property in accordance with this Agreement to the extent that same are not specifically addressed or referenced herein, nor shall the failure of this Agreement to address any particular requirement act to relieve the Owners/Developers from complying with any development requirement, condition, term or restriction.

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SECTION 12. NOTICES.

Where notice is herein required to be given, it shall be by certified mail return receipt requested, addressee only, hand delivery or courier. Said notice shall be sent to the following as applicable:

**OWNERS/DEVELOPERS’
REPRESENTATIVES**

CITY’S REPRESENTATIVES:

City Manager
City of Orange City
205 East Graves Avenue
Orange City, Florida 32762
386.775.5400

Should any party identified above change its address, 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 Owners/Developers’ obligation to identify their respective lender(s) to all parties in a fashion as is required for notices herein.

SECTION 13. RECORDING.

This Development Agreement shall be recorded, at Owners/Developers’ expense, among the Public Records of Volusia County, Florida in accordance with the requirements of the Zoning Ordinance no later than fourteen (14) days after full execution. 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 14. 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 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.

SECTION 15. EFFECTIVE DATE.

This Agreement shall not be effective and binding until the latest date that (1) this Agreement is approved by and signed by all parties hereto; (2) all mortgagees and/or lien holders on the Owner’s Property have executed a Joinder by Mortgagee/Lien holder; and (3) recorded by the city clerk.

IN WITNESS WHEREOF, the Owners/Developers and the City have executed this Agreement as of the day and year first above written.

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(Signatures on following pages)

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Signed, Sealed and Delivered
In the Presence of: _____

Signature of Witness #1
Printed Name: _____

By: _____
Name: _____
Title: _____

Signature of Witness #2
Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of _____, , on behalf of the company. He (She) is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

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Approved as to form and
Legality for use and reliance by the
City of Orange City, Florida

CITY OF ORANGE CITY, FLORIDA

William E. Reischmann, Jr., Esquire

By: _____
Tom Laputka, Mayor

ATTEST:

By: _____
Gloria J. Thomas, CMC, City Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Tom Laputka and Deborah H. Renner, Mayor and City Clerk respectively, of the City of Orange City, Florida, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Orange City, Florida.

_____ as identification and who did (did not) take an oath.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

To be returned to:
Gloria Thomas
City of Orange City
205 E. Graves Avenue
Orange City, Florida 32763

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ATTACHMENT 'A'

Legal Description

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ATTACHMENT 'B'
Preliminary Plan