



THE COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER
SPECIAL MEETING AGENDA

COUNCIL CHAMBERS – 6:30 PM – CITY HALL
AUGUST 19, 2020

A. OPENING

1. Roll Call

B. DISCUSSION/ACTION

2. Ordinance No. 2020-27 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 20-40000004)
3. Second Amendment to the Property Exchange and Escrow Agreement (Former Cardwell Funeral Home Property)
4. Second Amendment to the Economic Development Incentive Agreement
5. License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Cardwell Funeral Home Property)

C. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERK'S OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

PUBLIC PARTICIPATION INSTRUCTIONS

Due to the Novel Coronavirus Disease 2019 (COVID-19) and Federal, State, County, and the City's Declarations of State of Emergency, and City of Port Orange Executive Order 9, the City of Port Orange will be calling meetings only when necessary, and conducting public meetings using communications media technology until the Local State of Emergency has concluded. Those wishing to attend meetings are encouraged to join the meeting through electronic means.

The August 19, 2020 Town Center CRA Joint Meeting with City Council will be conducted physically in Council Chambers at City Hall, 1000 City Center Circle with an opportunity to participate virtually. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19.

To view and/or participate in the meeting on August 19, 2020, which begins at 6:30 p.m., you have the following additional options:

1. Watch the meeting online, but not participate:

You may watch the meeting via Spectrum Channel 498 or through the City's YouTube Channel:
<https://www.youtube.com/channel/UCTYNmc7tZVRrB2NH5-Oj7hg>

2. Watch the meeting online and provide public comment prior to the meeting:

You may watch the meeting as listed above, and also provide written comments no less than 3 hours prior to the meeting time by emailing City Clerk Robin Fenwick at cityclerk@port-orange.org, regular mail at 1000 City Center Circle, Port Orange, FL 32129, or place it in the Drop Box at the front door of City Hall. Please include your full name, city of residence, and comments by the deadline and your comments will be read into the record. There is also a form located on the City's website at: www.port-orange.org/publiccomments which can be submitted electronically. Time limits will be enforced so written comments must be limited to no more than 3 minutes.

3. Watch the meeting online and provide public comment during the meeting:

Request to Speak instructions:

To request to attend virtually and speak during the meeting, you must complete the Request to Speak form prior to the start of the meeting to be placed on a list. You may access the form by visiting www.port-orange.org/publiccomments. You must fill out all required information for the form to be submitted. Forms are due to the City Clerk no later than 24 hours prior to the meeting date/time. Once the form is received, the meeting link and instructions will be provided to you via email.

For additional information or for special assistance prior to the meeting, please contact Robin Fenwick, City Clerk, cityclerk@port-orange.org or (386) 506-5563.



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 8/19/2020

Consent Item: No

SUBJECT: (B2) Ordinance No. 2020-27 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 20-40000004)

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to recommend approval of Ordinance No. 2020-27, approving the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, as also recommended by the Planning Commission.

SUMMARY:

Planning Commission Action (06/25/20): Recommended Approval

The property owner, Halifax River Partners, LLC (HRP), is requesting approval of the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) to defer the completion of the Riverwalk Phase 1 site improvements and restaurant building (Fysh Bar & Grill) until September 20, 2021, provide the City Council the authority to extend the September 20, 2021 deadline date up to 6 months, and remove the timeframe for recording the subdivision plat for the Riverwalk project area. The current MDA requires the subdivision plat to subdivide the project area into 9 lots to be recorded and all Phase 1 site improvements and the restaurant on the point to be completed by September 20, 2020.

According to the applicant, the intent of the proposed Second Amendment is to remove the date the subdivision plat is to be recorded and extend the completion date for the construction of Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, and turn lanes) that serve the private development in Phase 1 and the restaurant on the point. The applicant indicated that the modifications to the MDA are to accommodate the site work and building construction for the restaurant on the point, but due to unforeseen conditions associated with the design of the restaurant, the developer of the project is requesting to extend the completion of the remaining Phase 1 requirements until September 2021. The proposed Second Amendment provides the following:

- Removes the recording date the 9-lot subdivision plat for the project area is to be recorded. The requirement to record the plat in the original MDA was to ensure the property that the 23-foot-wide Public Trail and Park (Tract A) was located on could be transferred to the City of Port Orange. Since the recording of the MDA in 2016, an alternative method was used to create Tract A and allow its ownership to be transferred over to the City of Port Orange. With the City securing ownership of Tract A, there is no need for the plat to be recorded by a specific date and when the subdivision plat is to be recorded it can be based on

the property owner's timeframe;

- Defer the construction of the permanent on-site and off-site improvements in Phase 1 of the original MDA to September 20, 2021;
- Defer the requirement to secure a Certificate of Occupancy for the restaurant on the point by September 20, 2021;
- Provide the developer the ability to develop temporary parking on the Cardwell Parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 20, 2021; and
- Provide the City Council the authority to extend the deadline date in the Second Amendment MDA up to 6 months, provided all required rough-in mechanical, electrical, and plumbing inspections have been held and approved by September 20, 2021.

There are no specific criteria to be used as a base for staff recommendations for the requested deviations from the timeline in the original Riverwalk Amended and Restated Master Development Agreement. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.) The proposed timing to complete the recording of the plat, Public Trail and Park and Phase 1 site improvements is different than originally planned in the Riverwalk Amended and Restated MDA and require Planning Commission, CRA and Council direction on whether the specific deviations to the completion dates will be acceptable.

In addition to the proposed amendment to the MDA, there are additional associated documents that require City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to following documents will be considered prior to or in conjunction with the proposed MDA amendment.

1. Second Amendment to the Economic Development Incentive Agreement;
2. Second Amendment to the Exchange and Escrow Agreement for the Cardwell Funeral Home Property; and
3. License Agreement to allow temporary parking on the Cardwell Funeral Home property for the 39 slip marina, is reopened.

The staff report is attached for more detail.

ATTACHMENTS:

1.	Ord 2020-27 Riverwalk	Ord 2020-27 Riverwalk.pdf
2.	Staff Report	Final Staff Report - Riverwalk 2nd Amendment - CC 8-19-2020.pdf
3.	RW 2nd Amendment to MDA	RW 2nd Amendment to MDA.pdf

Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 7/30/2020
Approved - 7/30/2020
Approved - 8/12/2020
Approved - 8/13/2020
Final Approval - 8/13/2020

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-No, Clerk's Office-No, or N/A-No

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to further amend the Riverwalk Amended and Restated Master Development Agreement (“MDA”) recorded in Official Records Book 7306, Page 1188, as amended by the First Amendment to the Riverwalk Amended and Restated Master Development Agreement recorded in Official Records Book 7750, Page 1657, all in Public Records of Volusia County, Florida; and

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (hereinafter referred to as the (“Second Amendment”)); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Second Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Second Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (attached

hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on second reading on the day of _____, 2020

Passed and adopted on second and final reading on the day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

Prepared By:

Jeffrey P. Brock, Esq
Smith Bigman Brock, P.A.
444 Seabreeze Blvd. – Suite 900
Daytona Beach, FL 32118

Return Recorded Document to:

Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (the “Second Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner/Developer”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida (the “MDA”); and

WHEREAS, the Parties amended the MDA under the First Amendment To The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 of the Public Records of Volusia County Florida (“First Amendment”); and

WHEREAS, the Parties desire to further amend the MDA as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. 3. Paragraph 6 of the MDA, “Phasing” is hereby amended to revise subparagraph “g.” as follows:
 - i. All the improvements on Lot 4 of the proposed subdivision plat referenced herein, also referred to as the "point", including a restaurant and the associated site improvements,

- extending into the intracoastal river within the mixed-use area except for the 2 multi-purpose marina buildings and the 58-slip marina.
- ii. The shared permanent parking facilities as shown on the CDP, located on Lot 9 of the proposed subdivision plat.
 - iii. The PTP, including landscaping within the utility corridor, lights, stormwater, benches, trash receptacles, and other amenities.
 - iv. Off-site work on the portion of Ocean Avenue to complete the PTP to the north side of the Ocean Avenue right-of-way where the PTP continues into the City's Riverwalk Park.
 - v. Necessary utilities to service all proposed lots indicated on the Conceptual Replat, incorporated herein by reference on the CDP (Exhibit "E") and utilities to maintain service to off-site property currently served with laterals on the Project Area Property.
 - vi. All stormwater improvements serving all phases except for structures and dry retention in the two condominium tower parking areas.
 - vii. Landscaping, except around the condominium tower footprints and condominium parking areas.
 - viii. Demolition of Cardwell structures, including the building and all subsurface structures and soils.
 - ix. Temporary parking for the existing marina as described in Paragraph 18 of the MDA, "Parking", as amended.
 - x. An Eight (8) foot pedestrian pathway on Lot 4. the subject of the pedestrian easement referenced in subsection 3.e.x, of this Agreement and as generally shown on Exhibit 1. attached hereto and made apart hereof by reference.

4. Paragraph 7 of the MDA, "Subdivision" is hereby amended to delete subparagraph "f." in its entirety.

5. Paragraph 12 of the MDA, "Bonding" is hereby amended to revise subparagraph "b." as follows:

b. Prior to the close of escrow, a separate bond, letter of credit or cash deposit shall be provided by the Owner/Developer to the City, to be held in escrow, guaranteeing the completion of the demolition and construction of the Public Trail and Park (PTP) and associated PTP utilities, stormwater and landscaping as set forth on plans stamped "Approved for Construction," in the amount of two (2) years of the net income for the Cardwell property along with a timing requirement that the PTP and the associated PTP improvements shall be complete within 14 months from the commencement of construction. The remaining Phase I improvements, as set forth in paragraph 6.g. of the MDA, as amended herein, shall be complete on or before September 20, 2021. The bond, letter of credit or cash deposit shall be released to Owner/Developer upon the timely completion of the Phase I improvements, otherwise it shall be forfeited.

6. Paragraph 18 of the MDA, “Parking” is hereby amended to revise subparagraph “d.” as follows:

d. Prior to the issuance of a certificate of occupancy for any use in Phase I or September 20, 2021, whichever date is earlier, Owner/Developer shall complete the permanent parking facilities as required in subparagraph 6.g as set forth in the MDA, as amended, and as otherwise required by the City’s LDC.

7. Paragraph 18 of the MDA, “Parking: is hereby amended to revise subparagraph, “e.”, as follows:

e. The Owner/Developer may use the Cardwell Parcel to comply with the parking requirement if the former 39 slip marina is re-opened. Prior to use of this parcel for parking, the demolition of Cardwell structures, including the building and all subsurface structures and soils shall be completed, and work approved by the City. If the City still owns the parcel at the time the marina is re-opened and parking is required, a license agreement approved by the City Council between the City, Owner/Developer, and marina tenant is required prior to use of parcel for parking. The temporary parking on this parcel or in the Project Area for the Marina shall comply with the following.

- i. The temporary parking lot shall be constructed in conformance with the standards set forth herein and as approved by the City, requiring a paved, stabilized shell or gravel parking lot with stormwater facilities, and an ADA compliant walkway from the temporary parking to the marina facilities as shown on the approved subdivision construction plans.
- ii. Landscaping for the temporary parking facilities, as required by the LDC and this Agreement shall not be required during the period of time set forth in this section.
- iii. Temporary lighting for the temporary parking area and designated pedestrian crosswalk and pathway to the marina shall be required
- iv. The allowance of the temporary parking may require a site plan or building permit and shall expire upon completion of the Phase I improvements on or before September 20, 2021.

8. Paragraph 21 of the MDA, “Effective Date/Expiration” is hereby amended to revise subparagraph “a.”, as follows:

a. The effective date of this Agreement shall be upon the recording of the Agreement, and the recording shall occur within 30 days of the City Council approval. If all PTP improvements and associated PTP utilities, stormwater drainage, and landscaping are not commenced by September 20, 2018 and completed by November 20, 2019, then this Agreement shall expire, except as amended by city council. Except as otherwise provided herein, the remaining Phase I improvements, as set forth in paragraph 6.g. of this Agreement, including but not limited to the completion of the restaurant, shall be completed on or before Five (5) years from the date of approval of this Agreement, said

date being September 20, 2021, otherwise, this Agreement shall expire and be of no further force and effect except as timely amended by city council. The Owner/Developer, their successors or assigns, shall not be relieved of the prior obligations to develop infrastructure, landscaping, or any other common features required to serve the existing marina. Prior to the issuance of a Certificate of Occupancy and/or Letter of Completion being issued to allow the marina to re-open, all parking and site improvements required by the Land Development Code are to be completed. as provided in Paragraph 18 of this Agreement. This obligation shall survive and shall not terminate in the event that this Agreement expires.

b. The Phase I improvements set forth in Paragraph 6.g. of this Agreement are required to be completed on or before September 20, 2021, in accordance with Subsection 21.a., herein. However, subject to the conditions set forth hereinbelow, the City Council, at their sole discretion, may consider extending the deadline for completion for a period of up to six (6) months, said date being on or before March 21, 2022, without amending this Agreement. In order for the Developer/Owner to request an extension of the deadline for up to six (6) months, as set forth hereinabove, all rough-in inspections for mechanical, plumbing, and electrical shall be completed and approved by the City. In the event the City Council does not extend the deadline for completion or Owner/Developer does not complete the required Phase I improvements set forth in Paragraph 6.g of this Agreement within said approved extended time period, then Owner/Developers' entitlements under this Agreement shall lapse and this Agreement shall be of no further force and effect.

9. This Second Amendment shall be effective upon recording in the public records of Volusia County, Florida.

10. All the provisions of the MDA and First Amendment not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The MDA and First Amendment shall survive the execution of this Second Amendment.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by _____ and DONALD O. BURNETTE, Mayor, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by _____ and ROBIN L. FENWICK, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



STAFF REPORT

Second Amendment to the Riverwalk Amended and Restated Master Development Agreement
CASE NO. 20-40000004

REQUEST:	Approve the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA)
LOCATION:	East of Ridgewood Avenue, south of Ocean Avenue, north of Herbert Street (see Figure 1).
APPLICANT:	Josif Atanasoski, Manager, Halifax River Partners, LLC
OWNER:	Halifax River Partners, LLC; Port Orange Town Center
STAFF CONTACT:	Tim Burman, Community Development Director (386)506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	June 25, 2020 (Recommended Approval)
CRA AND CITY COUNCIL MEETINGS:	August 19, 2020

DISCUSSION

The proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) is to defer the completion of the Riverwalk Phase 1 site improvements and restaurant building (Fysh Bar & Grill) until September 20, 2021 and remove the timeframe for recording the subdivision plat for the Riverwalk project area. The current MDA requires the subdivision plat to subdivide the project area into 9 lots to be recorded and all Phase 1 site improvements and the restaurant on the point to be completed by September 20, 2020.

Figure 1. Location Map



In addition to the proposed amendment to the MDA, there are additional associated documents that may require Port Orange Town Center CRA recommendation and City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to the following documents are anticipated to be considered prior to or in conjunction with the proposed MDA amendment:

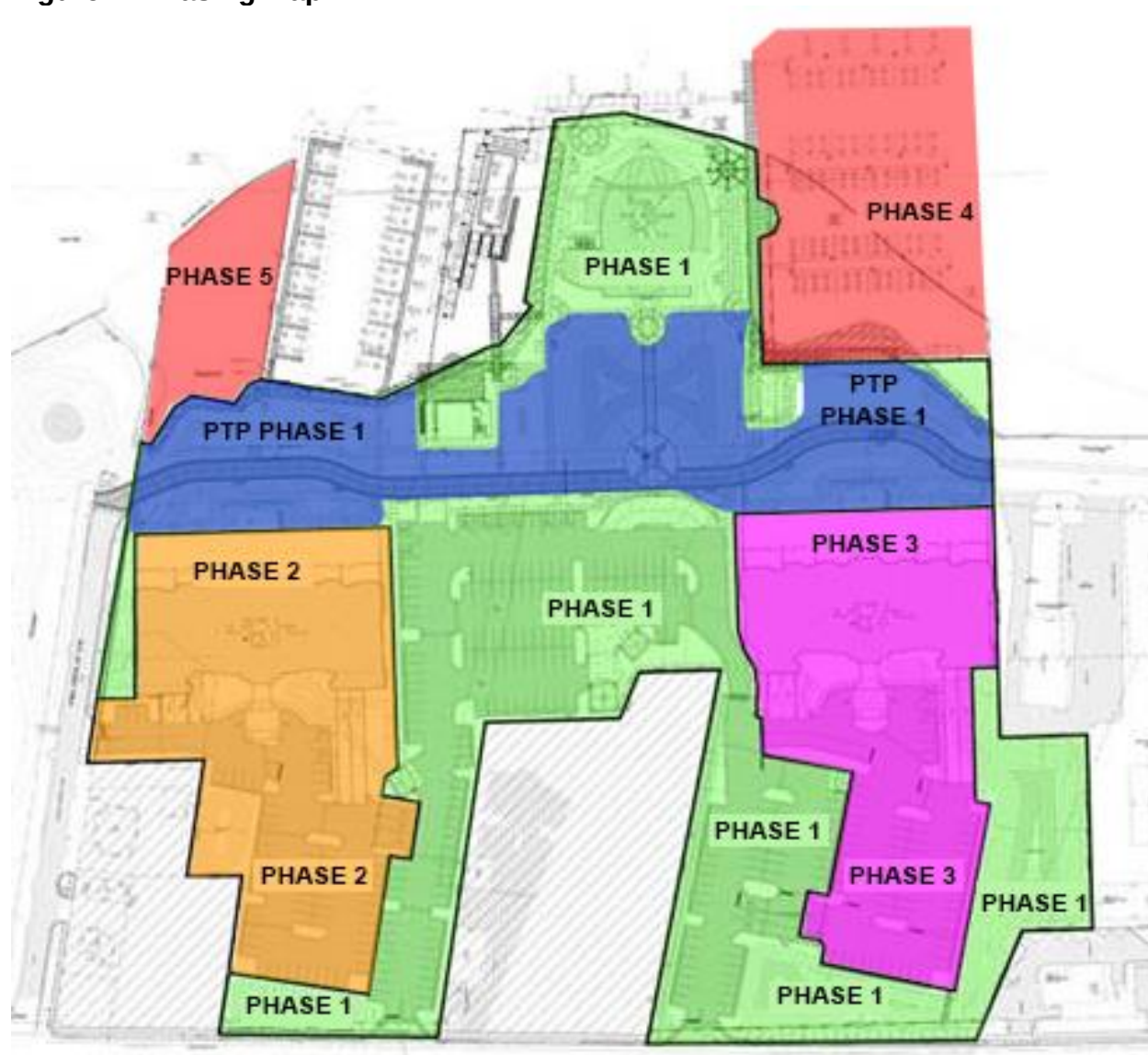
- Amendment to the Economic Development Incentives Agreement;
- Amendment to the Exchange Agreement for the Cardwell Funeral Home Property; and
- Amendment to the Parking Easement Agreement for Special Event Parking on Halifax River Partners, LLC Property.

The Riverwalk Amended and Restated Master Development Agreement (MDA) was approved by the City Council in September 2016 and established a phasing plan along with specific timeframes for completion of the Public Trail and Park, recording of the subdivision plat for the MDA project area, site and subdivision improvements for Phase 1 of the Riverwalk development, and completion of the restaurant on the point. The MDA was amended in September 2019, to extend the timeframe to record the Riverwalk Plat and complete the required Phase 1 site improvements (parking lots, turn lanes, stormwater, landscaping, and sidewalks) from September 20, 2019 to September 20, 2020, and extend the completion date for the 23-foot-wide public trail and park from September 20, 2019 to November 20, 2019.

The project is still expected to be completed in five phases (Figure 2), with each phase being required to have adequate access and infrastructure to support development. The majority of the site improvements (utilities, stormwater landscape buffers, and improved public trail), and restaurant on the point property are to be completed with Phase 1. The 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.), burying of the FPL power lines, and underground utilities improvements in the former Halifax Drive right-of-way were completed and accepted by the City of Port Orange by November 20, 2019. The remaining Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, turn lanes) that serve the private development in Phase 1 and the restaurant on the point have not been completed. As of June 19, 2020, the site development plan for the Phase 1 improvements was approved and the building permit for the restaurant is currently under review. The residential condominium buildings are expected to be constructed in Phases 2 and 3 and additional marina boat slips constructed in Phases 4 and 5.

In 2016, Phase 1 also included the Captain Daddy's Riverboat Restaurant, 38-slip marina and parking for these uses. However, due to damage caused by Hurricane Matthew in October 2016, the riverboat restaurant was removed, and the marina closed in 2018. At this time, neither of these uses have been reopened.

Figure 2. Phasing Map



According to the applicant, the intent of the proposed Second Amendment is to remove the date the subdivision plat is to be recorded and extend the completion date for the construction of Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, and turn lanes) that serve the private development in Phase 1 and the restaurant on the point. The applicant indicated that the modifications to the MDA are to accommodate the site work and building construction for the restaurant on the point, but due to unforeseen conditions, the developer of the project is requesting to extend the completion of the remaining Phase 1 requirements until September 2021.

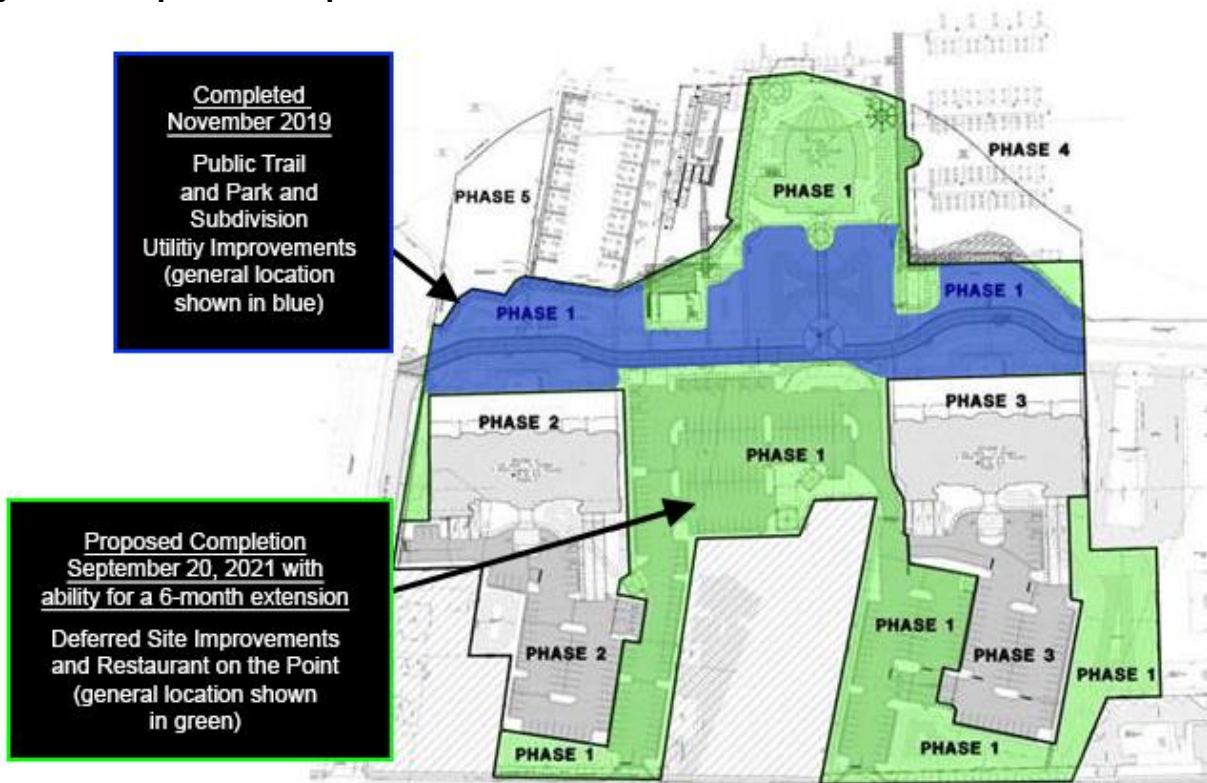
The Phase 1 improvements being requested to be deferred are to support the private development proposed on the point property and the developer anticipates development of the restaurant on the point in 2021. Therefore, the applicant is requesting to defer the remaining Phase 1 site improvements (parking lots, turn lanes, stormwater, landscaping, and sidewalks) required in the First Amendment to the original MDA to be completed by September 20, 2021.

There are no specific criteria to be used as a base for staff recommendations for several of the requested deviations from the original MDA. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). The proposed timing of developing Phase 1 is different than originally planned in the Riverwalk Amended and Restated Master Development Agreement (MDA) and First Amendment to the original MDA and will require Planning Commission and Council direction on whether the specific deviations to the completion date for the remaining Phase 1 improvements and removal of a recording date for the subdivision plat will be acceptable.

If approved, the proposed Second Amendment will remove the recording date for the subdivision plat and extend the completion and acceptance of the remaining Phase 1 site improvements the restaurant on the point to September 20, 2021 (Figure 3). The proposed Second Amendment (see Exhibit 1) provides the following:

- Removes the date the 9-lot subdivision plat for the project area is to be recorded. The requirement to record the plat in the original MDA was to ensure the property that the 23-foot-wide Public Trail and Park (Tract A) was located on could be transferred to the City of Port Orange. Since the recording of the MDA in 2016, an alternative method was used to create Tract A and allow its ownership to be transferred over to the City of Port Orange. With the City securing ownership of Tract A, there is no need for the plat to be recorded by a specific date and when the subdivision plat is to be recorded it can be based on the property owner's timeframe;
- Defer the construction of the permanent parking lot and associated stormwater and installation of landscape buffers, landscape islands in the parking lot, sidewalks and irrigation on Lot 4 and Lot 9 in Phase 1 to September 20, 2021;
- Defer the completion of the two (2) left-turn lanes on Ridgewood Avenue in Phase 1 to September 20, 2021;
- Defer the construction of a 12' sidewalk along Ridgewood Avenue to September 20, 2021;
- Defer the issuance of a Certificate of Occupancy for the restaurant on the point to September 20, 2021;
- Provide the developer the ability to develop temporary parking on the Cardwell Parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 20, 2020; and
- Provide the City Council the authority to extend the deadline date in the Second Amendment MDA up to 6 months, provided all required rough-in mechanical, electrical, and plumbing inspections have been held and approved by September 20, 2021.

Figure 3. Proposed completion timeframe for Riverwalk Phase 1



As part of the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA), the property owner has agreed to allow the City to use the lands west of the public trail for overflow parking during approved City special events. The City and Developer will need to amend the current Parking Easement Agreement for this use.

The Staff Development Review Committee (SDRC) has reviewed the proposed amendment and the applicant will need to address some comments such as correcting formatting errors prior to this item being considered by City Council.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Planned Community-Riverwalk* on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the City's Comprehensive Plan when it was approved in 2016. The proposed Second Amendment does not change the FLU designation for the property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

On June 5, 2020, staff posted the property notifying the public of the proposed MDA amendment. As of the time this agenda item was prepared, there has been zero (0) phone calls regarding the proposed MDA.

RECOMMENDATION

Staff recommends approval of the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA), subject to the City Attorney's review to legal form and content.

ATTACHMENT

Exhibit 1 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (see Ordinance exhibit)

Prepared By:

Jeffrey P. Brock, Esq
Smith Bigman Brock, P.A.
444 Seabreeze Blvd. – Suite 900
Daytona Beach, FL 32118

Return Recorded Document to:

Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (the “Second Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner/Developer”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida (the “MDA”); and

WHEREAS, the Parties amended the MDA under the First Amendment To The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 of the Public Records of Volusia County Florida (“First Amendment”); and

WHEREAS, the Parties desire to further amend the MDA as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. 3. Paragraph 6 of the MDA, “Phasing” is hereby amended to revise subparagraph “g.” as follows:
 - i. All the improvements on Lot 4 of the proposed subdivision plat referenced herein, also referred to as the "point", including a restaurant and the associated site improvements,

- extending into the intracoastal river within the mixed-use area except for the 2 multi-purpose marina buildings and the 58-slip marina.
- ii. The shared permanent parking facilities as shown on the CDP, located on Lot 9 of the proposed subdivision plat.
 - iii. The PTP, including landscaping within the utility corridor, lights, stormwater, benches, trash receptacles, and other amenities.
 - iv. Off-site work on the portion of Ocean Avenue to complete the PTP to the north side of the Ocean Avenue right-of-way where the PTP continues into the City's Riverwalk Park.
 - v. Necessary utilities to service all proposed lots indicated on the Conceptual Replat, incorporated herein by reference on the CDP (Exhibit "E") and utilities to maintain service to off-site property currently served with laterals on the Project Area Property.
 - vi. All stormwater improvements serving all phases except for structures and dry retention in the two condominium tower parking areas.
 - vii. Landscaping, except around the condominium tower footprints and condominium parking areas.
 - viii. Demolition of Cardwell structures, including the building and all subsurface structures and soils.
 - ix. Temporary parking for the existing marina as described in Paragraph 18 of the MDA, "Parking", as amended.
 - x. An Eight (8) foot pedestrian pathway on Lot 4. the subject of the pedestrian easement referenced in subsection 3.e.x, of this Agreement and as generally shown on Exhibit 1. attached hereto and made apart hereof by reference.

4. Paragraph 7 of the MDA, "Subdivision" is hereby amended to delete subparagraph "f." in its entirety.

5. Paragraph 12 of the MDA, "Bonding" is hereby amended to revise subparagraph "b." as follows:

b. Prior to the close of escrow, a separate bond, letter of credit or cash deposit shall be provided by the Owner/Developer to the City, to be held in escrow, guaranteeing the completion of the demolition and construction of the Public Trail and Park (PTP) and associated PTP utilities, stormwater and landscaping as set forth on plans stamped "Approved for Construction," in the amount of two (2) years of the net income for the Cardwell property along with a timing requirement that the PTP and the associated PTP improvements shall be complete within 14 months from the commencement of construction. The remaining Phase I improvements, as set forth in paragraph 6.g. of the MDA, as amended herein, shall be complete on or before September 20, 2021. The bond, letter of credit or cash deposit shall be released to Owner/Developer upon the timely completion of the Phase I improvements, otherwise it shall be forfeited.

6. Paragraph 18 of the MDA, “Parking” is hereby amended to revise subparagraph “d.” as follows:

d. Prior to the issuance of a certificate of occupancy for any use in Phase I or September 20, 2021, whichever date is earlier, Owner/Developer shall complete the permanent parking facilities as required in subparagraph 6.g as set forth in the MDA, as amended, and as otherwise required by the City’s LDC.

7. Paragraph 18 of the MDA, “Parking: is hereby amended to revise subparagraph, “e.”, as follows:

e. The Owner/Developer may use the Cardwell Parcel to comply with the parking requirement if the former 39 slip marina is re-opened. Prior to use of this parcel for parking, the demolition of Cardwell structures, including the building and all subsurface structures and soils shall be completed, and work approved by the City. If the City still owns the parcel at the time the marina is re-opened and parking is required, a license agreement approved by the City Council between the City, Owner/Developer, and marina tenant is required prior to use of parcel for parking. The temporary parking on this parcel or in the Project Area for the Marina shall comply with the following.

- i. The temporary parking lot shall be constructed in conformance with the standards set forth herein and as approved by the City, requiring a paved, stabilized shell or gravel parking lot with stormwater facilities, and an ADA compliant walkway from the temporary parking to the marina facilities as shown on the approved subdivision construction plans.
- ii. Landscaping for the temporary parking facilities, as required by the LDC and this Agreement shall not be required during the period of time set forth in this section.
- iii. Temporary lighting for the temporary parking area and designated pedestrian crosswalk and pathway to the marina shall be required
- iv. The allowance of the temporary parking may require a site plan or building permit and shall expire upon completion of the Phase I improvements on or before September 20, 2021.

8. Paragraph 21 of the MDA, “Effective Date/Expiration” is hereby amended to revise subparagraph “a.”, as follows:

a. The effective date of this Agreement shall be upon the recording of the Agreement, and the recording shall occur within 30 days of the City Council approval. If all PTP improvements and associated PTP utilities, stormwater drainage, and landscaping are not commenced by September 20, 2018 and completed by November 20, 2019, then this Agreement shall expire, except as amended by city council. Except as otherwise provided herein, the remaining Phase I improvements, as set forth in paragraph 6.g. of this Agreement, including but not limited to the completion of the restaurant, shall be completed on or before Five (5) years from the date of approval of this Agreement, said

date being September 20, 2021, otherwise, this Agreement shall expire and be of no further force and effect except as timely amended by city council. The Owner/Developer, their successors or assigns, shall not be relieved of the prior obligations to develop infrastructure, landscaping, or any other common features required to serve the existing marina. Prior to the issuance of a Certificate of Occupancy and/or Letter of Completion being issued to allow the marina to re-open, all parking and site improvements required by the Land Development Code are to be completed. as provided in Paragraph 18 of this Agreement. This obligation shall survive and shall not terminate in the event that this Agreement expires.

b. The Phase I improvements set forth in Paragraph 6.g. of this Agreement are required to be completed on or before September 20, 2021, in accordance with Subsection 21.a., herein. However, subject to the conditions set forth hereinbelow, the City Council, at their sole discretion, may consider extending the deadline for completion for a period of up to six (6) months, said date being on or before March 21, 2022, without amending this Agreement. In order for the Developer/Owner to request an extension of the deadline for up to six (6) months, as set forth hereinabove, all rough-in inspections for mechanical, plumbing, and electrical shall be completed and approved by the City. In the event the City Council does not extend the deadline for completion or Owner/Developer does not complete the required Phase I improvements set forth in Paragraph 6.g of this Agreement within said approved extended time period, then Owner/Developers' entitlements under this Agreement shall lapse and this Agreement shall be of no further force and effect.

9. This Second Amendment shall be effective upon recording in the public records of Volusia County, Florida.

10. All the provisions of the MDA and First Amendment not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The MDA and First Amendment shall survive the execution of this Second Amendment.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by _____ and DONALD O. BURNETTE, Mayor, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by _____ and ROBIN L. FENWICK, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 8/19/2020

Consent Item: No

SUBJECT: (B3) Second Amendment to the Property Exchange and Escrow Agreement (Former Cardwell Funeral Home Property)

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)

SUMMARY: The Second Amendment to the Exchange and Escrow Agreement provides for the Deed to the Cardwell Funeral Home property to continue to be held in an Escrow until the Riverwalk Phase 1 site and building improvements are completed in accordance with the timeline set forth in the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement. According to the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, the Phase 1 (site and restaurant) improvements are to be completed by September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021.

There are no other changes to the original Property Exchange and Escrow Agreement approved in 2016.

ATTACHMENTS:

1.	Second Amendment to Property Exchange	Second Amendment to Property Exchange.pdf
2.	Second Amendment to Escrow	Second Amendment to Escrow.pdf

Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/3/2020
Approved - 8/3/2020
Approved - 8/12/2020
Approved - 8/13/2020
Final Approval - 8/13/2020

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-No, Clerk's Office-No, or N/A-No

SECOND AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT

THIS SECOND AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT (the “Second Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“HRP”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”) and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “CRA”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Property Exchange Agreement dated September 20, 2016 (the “Agreement”) for the exchange of real property as amended by the First Amendment to the Property Exchange Agreement dated September 17, 2019 (“First Amendment”) ; and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 and as further amended by the Second Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (collectively the “MDA”); and

WHEREAS, the Parties desire to further amend the Property Exchange Agreement as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Paragraph 1 d. of the Agreement is hereby deleted in its entirety and replaced with the following:

“d. The Escrow Agreement shall be closed on or before September 20, 2021, unless otherwise extended by City Council in accordance with the MDA, or terminated pursuant to the terms of this Agreement or the Escrow Agreement. The City Manager shall be authorized to act on behalf of Port Orange to authorize the final language of the Escrow Agreement, in accordance with the requirements of Chapter 286, Florida Statutes.

4. Paragraph 10 of the Agreement is hereby deleted in its entirety and replaced with the following:

“10. Closing. Closing shall occur within 30 days after completion and acceptance of the Phase 1 Improvements. In the event the Phase 1 Improvements are not completed by September 20, 2021 and City Council does not authorize an extension of time for completion in accordance with the MDA, then this Property Exchange Agreement shall terminate. G. Larry Sims, Esquire, a Florida licensed attorney who does not represent a Party, shall serve as Escrow Agent. In the event HRP is unable to obtain approval of the Second Amendment to the Amended and Restated Master Development Agreement by September 21, 2020 this Property Exchange Agreement shall be of no further force or effect. The closing shall not be extended except by written mutual agreement of the Parties. On or before closing, the Escrow Agent shall provide the City’s Closing Agent, Columbia Title Corporation, with the closing deposits and documents required to transfer all Property Interests as set forth in this Agreement and pursuant to the terms and conditions of the Escrow Agreement executed simultaneous herewith.

5. This Second Amendment shall be effective on the date set forth below.

6. All the provisions of the Property Exchange Agreement, as amended by the First Amendment to the Property Exchange Agreement, not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Agreement and First Amendment shall survive the execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Property Exchange Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [] online notarization this ____ day of _____, 2020, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [] online notarization this ____ day of _____, 2020, by _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Donald O., Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before by means of [XX] physical presence or [] online notarization me this _____ day of _____, 2020, by ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

SECOND AMENDMENT TO THE ESCROW AGREEMENT

THIS SECOND AMENDMENT TO THE ESCROW AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and among **CRA/CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation with a mailing address of 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as “**Port Orange**” and the **HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company** with a mailing address of 1800 North U.S. Highway 1, Ormond Beach, Florida 32174 hereinafter referred to as “**Developer**” and **G. LARRY SIMS, ESQUIRE** of Doran Sims, Wolfe and Ciocchetti, with a mailing address of P.O. Box 15110, Daytona Beach, FL 32115-5110 hereinafter referred to as “**Escrow Agent**”, collectively the “Parties”.

WHEREAS, the Parties previously entered into that certain Escrow Agreement dated September 20, 2016 as amended by the First Amendment to the Escrow Agreement dated September 17, 2019 (“Agreement”) to effectuate that certain Property Exchange Agreement dated September 20, 2016 as amended by the First Amendment to the Property Exchange Agreement dated September 17, 2019 (“Exchange Agreement”) for the property identified as Tax Parcel Number 1, Tax ID 630311020030, located at 3571 Ridgewood Avenue, Port Orange, Florida 32129; and

WHEREAS, the Port Orange and Developer previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, as amended by the First Amendment to the Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657, all in Public Records, Volusia County, Florida (“MDA”); and

WHEREAS, Port Orange and Developer desire to further amend the MDA, which requires additional revision to the Agreement in order to effectuate the Property Exchange Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 1.2, “Receipt of Deposits for Escrow”, subsection (b) is hereby amended to read as follows:

(b) The Developer shall deposit the guarantee, that may be in the form of a bond, letter of credit, or cash deposit guaranteeing the completion of the Cardwell property demolition and subsequent site improvements within Phase I and for lease payment loss of revenue for two years payable to the City in the amount of \$48,000.00 in the event that the construction of the Public Trail and Park and Phase I site improvements are not commenced by September 20, 2018 and completed on or before September 20, 2021, unless otherwise extended by City

Council in accordance with the MDA. The Developer may substitute the form of the guarantee upon mutual agreement of the Parties.

3. Section 3.1, "Completion of the Public Trail and Park and Phase I horizontal site improvement of the Riverwalk Project" is hereby amended to read as follows:

Section 3.1 Completion of the Public Trail and Park and Phase I site improvements of the Riverwalk Project. If on or before September 20, 2018, Developer has commenced the Public Trail and Park and the site improvements for Phase I of the Riverwalk Project to the satisfaction of the City, and if on or before September 20, 2021, unless otherwise extended by City Council in accordance with the MDA, the Developer has completed all Phase I improvements as set forth in paragraph 6.g. of the MDA, and the City and other governing entities have accepted the Phase I improvements, including but not limited to the completion of the Public Trail and Park improvements within Tract "A", then the City shall provide the Escrow Agent (copying Developer) with written notice of the same.

4. This Second Amendment to the Escrow Agreement shall be effective on the date set forth below.
5. All provisions of the Agreement, as amended by the First Amendment, not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Agreement and First Amendment shall survive execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the parties as of the respective dates shown below.

WITNESSES:

HALIFAX RIVER PARTNERS, LLC

Signature

By: _____
Josif Atanasoski, Manager

Printed Name

Date: _____

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

**COMMUNITY REDEVELOPMENT
AGENCY FOR PORT ORANGE TOWN
CENTER**

WITNESS:

Signature

Printed Name

Signature

Printed Name

By: _____

Chairman

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me [XX] physical presence or []
online notarization this _____ day of _____, 2020, by
_____, Chairman of the COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER, on behalf of the Agency. He is personally known to me
and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me [XX] physical presence or []
online notarization this _____ day of _____, 2020, by ROBIN L. FENWICK,
MMC, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation,
on behalf of the City. She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Donald O. Burnette, Mayor, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by ROBIN L. FENWICK, Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by G. LARRY SIMS, ESQUIRE, of DORAN SIMS WOLFE AND CIOCCHETTI. He is personally known to me or has produced _____ as identification.

ESCROW AGENT

By: _____
G. Larry Sims, Esquire

Date: _____

Notary Public, State of Florida at Large
My Commission Expires:



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 8/19/2020

Consent Item: No

SUBJECT: (B4) Second Amendment to the Economic Development Incentive Agreement

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the Second Amendment to the Economic Development Incentive Agreement with Halifax River Partners.

SUMMARY:

Halifax River Partners, LLC, (HRP), is requesting the Second Amendment to the Economic Development Incentive Agreement (EIA) to revise the dates for permit submittal and completion of the Riverwalk Phase 1 site improvements, restaurant on the point, and the condominium towers and additional financial assistance from the City in the amount of \$65,000.00 in building permit fee waivers.

The request to modify the completion dates for the restaurant and condominium towers would not change the previously approved overall completion date for the entire project (September 22, 2025). HRP is only requesting the timeline for completion of the project as it relates to maintain the terms in the EIA:

- Phase 1 (site and restaurant) improvements to be completed by September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021 as per the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement.
- Obtain Certificates of Occupancy or Letter of Completion for both condominium towers by September 20, 2025. The proposed Second Amendment does not change the required building square-footage, unit count, or the assessed value for the condominium towers as indicated in the original 2016 EIA.

In accordance with Chapter 20 of the Land Development Code (LDC), Halifax River Partners, LLC is requesting additional financial assistance from the City in the amount of \$65,000.00 in fee waivers. The credit may be applied building permits, site construction inspection fees and other community development administrative fees but shall NOT be applied to water and sewer impact fees, water/reclaim water connection fees, fire impact fees, recreation fees, transportation impact fees, and storm water special assessment fees.

As part of their request to amend the EIA, HRP is proposing to fund the design and permitting for the unbuilt segment of the Riverwalk 20' wide trail and associated utility upgrades, stormwater, landscape and irrigation improvements. This segment of the linear trail will be the southern portion of the Riverwalk Park and connect the trail from its current terminus to Dunlawton Avenue. Completing the design and permitting would allow the City to apply for two ECHO grant cycles in December 2020 and December 2021 to partially fund the construction of the trail. The anticipated construction cost for the 20' wide trail and associated improvements is \$1,600,000 and phasing the project allows the City to maximize the amount of grant funding it can receive. A city match of \$400,000 must be approved in the FY21 and FY22 CIP budgets and the City must be committed to the project prior to the ECHO application being submitted in December 2020 and December 2021. According to HRP, Parker Mynchenberg & Associates, Inc. would prepare the construction plans and obtain the necessary permits and the anticipated cost to prepare the construction plans and obtain the necessary permits will be \$95,000. City engineering staff reviewed the cost for design and believes it is based on reasonable market rates.

There are no other changes proposed to the original Economic Development Incentive Agreement approved in 2016 or the 1st Amendment to the Economic Development Incentive Agreement approved in 2019.

ATTACHMENTS:

1.	Second Amendment to EIA	Second Amendment to EIA.pdf
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Melanie Schmotzer	Created/Initiated - 8/12/2020
Tim Burman	Approved - 8/12/2020
Shannon Balmer	Approved - 8/12/2020
Jake Johansson	Approved - 8/13/2020
Robin Fenwick	Final Approval - 8/13/2020

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**

SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE DEVELOPMENT AGREEMENT (the “First Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”) and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “Agency”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Economic Development Incentive Agreement dated September 20, 2016 as amended by the First Amendment to the Economic Development Incentive Agreement dated September 17, 2019 (the “Incentive Agreement”) for the development of the property more particularly described therein (the “Property”); and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 and as further amended by the Second Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (the “MDA”); and

WHEREAS, the Parties desire to amend the Incentive Agreement as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 7 of the Incentive Agreement is hereby deleted in its entirety and replaced with the following:

“Section 7. Agreement to Develop Property. The Owner agrees to develop the following facilities.

- A. The improvements constituting the initial phase of development of the Property (the “Phase I Improvements”) having an assessed value of not less than \$4,000,000.00. Permitting shall be completed and construction of the Phase I improvements, including the restaurant on the point, shall be completed and certificate of occupancy obtained no later than September 20 (Monday), 2021, except as otherwise extended by City Council in accordance with the MDA.”

- B. A residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$30,000,000 (the “Phase II Improvements”) and a second residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$30,000,000.00, (the “Phase III Improvements”). Construction shall be completed and certificates of occupancy for both Phase II and Phase III obtained not later than September 22, 2025.

3. Section 9.G. of the Incentive Agreement is hereby deleted in its entirety and replaced with the following:

“G. In addition to the Tax Increment Rebate, the City shall grant to the Developer a credit of \$155,500.00 that may be applied to fees, excluding impact fees and storm water special assessment fees, as charged by the City for building permits and inspection fees.”

4. This Second Amendment shall be effective on the date set forth below.

5. All the provisions of the Incentive Agreement and as amended by the First Amendment to the Economic Development Incentive Agreement not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Incentive Agreement and First Amendment shall survive the execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Economic Development Incentive Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2020, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2020, by _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Donald O. Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 8/19/2020

Consent Item: No

SUBJECT: (B5) License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Cardwell Funeral Home Property)

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the License Agreement for Temporary Off-Site Parking located at 3571 Ridgewood Avenue (former Cardwell Funeral Home property)

SUMMARY:

Halifax River Partners, LLC (HRP) is requesting to extend the expiration date for a License Agreement application for 3571 Ridgewood Avenue, a CRA owned property located at the east side of Ridgewood Avenue, south of Ocean Avenue. The request would extend the expiration date from September 20, 2020 to September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021.

Halifax River Partners, LLC has made this request in connection with a possible proposal for site modifications and renovation of the existing parking lot at 3571 Ridgewood Avenue to serve as a parking if the 39-slip marina is re-opened to the public. The applicant proposes that if off-site parking is needed to re-open the 39-slip marina during construction of Phase 1 of the Riverwalk development, a development permit application to reestablish parking at 3571 Ridgewood Avenue would be submitted for staff review, if the license agreement is approved. The temporary parking would be required to be developed according to the Land Development Code and Second Amendment to the Riverwalk Amended and Restated Master Development Agreement.

The applicant has been advised of applicable requirements and the License Agreement review process. The License Agreement has the effect of requiring the applicant to maintain, and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the applicant fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the applicant. City liability concerns are addressed by an indemnity statement in the License Agreement document.

According to the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, the allowance to use temporary parking expires upon completion of permanent parking in Phase 1, or completed by September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021, whichever is earlier. There are no other changes to the original License Agreement approved in 2019.

ATTACHMENTS:

1.	Amendment and Extension No. 1 to license	Amendment and Extension No. 1 to license.pdf
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Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 7/30/2020
Approved - 8/5/2020
Approved - 8/12/2020
Approved - 8/13/2020
Final Approval - 8/13/2020

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Parcel ID. 6303-10-02-0030

AMENDMENT AND EXTENSION TO LICENSE AGREEMENT

THIS EXTENSION NO. 1 TO LICENSE AGREEMENT ("Amendment and Extension") is made and entered into this _____ day of _____, 2020, by and between the COMMUNITY REDEVELOPEMENT AGENCY FOR PORT ORANGE TOWN CENTER, (CRA), a public body corporate and politic established pursuant to 163.356, Florida Statutes, of the County of Volusia in the State of Florida, post office address: 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Halifax River Partners, LLC, a Florida limited liability company, whose mailing address is 1800 North U.S. Highway 1, Ormond Beach, Florida 32174, ("Licensee").

PREMISES

WHEREAS, on the 10th day of October, 2019, the Licensor granted to the Licensee a license to access and use the Subject Property described on Exhibit "A" to the License Agreement as recorded Official Records Book 7759, Page 1988, Public Records, Volusia County, Florida ("License Agreement"), subject to the terms and conditions contained within the License Agreement, for the purpose of temporary parking for the 38 slip marina, for a period of one (1) year; and

WHEREAS, pursuant to the terms of the License Agreement, said agreement may be amended or modified; and

WHEREAS, Parties desire to amend the License Agreement by extending the term of the License Agreement for an additional one (1) year; and

WHEREAS, the Licensee hereby warrants to the CRA that the Licensee has full power and authority to enter into this Amendment and Extension, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term of the License Agreement is hereby extended by one (1) year.
2. Notwithstanding the date of execution, the effective date of this Amendment and Extension is September 21, 2020 and will continue for one (1) year, subject to the terms and conditions set forth in the License Agreement and as amended herein.

3. The terms and conditions of the License Agreement shall remain in full force and effect except with respect to those matters specifically amended by this Extension No. 1.

4. Authority to Sign. Each person signing this Amendment and Extension warrants that he or she is duly authorized to do so and to bind the respective party to the Amendment and Extension.

5. This Amendment and Extension shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Amendment and Extension, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Amendment and Extension in the Public Records of Volusia County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

**COMMUNITY REDEVELOPEMENT AGENCY
FOR PORT ORANGE TOWN CENTER**

Printed Name:_____

Printed Name:_____

By:_____
_____, Chairman

Printed Name:_____

Attest:_____
Robin L. Fenwick, MMC, City Clerk

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by _____, as Chairman of the **Community Redevelopment Agency for Port Orange Town Center**, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **Community Redevelopment Agency for Port Orange Town Center**, a public body corporate and politic established pursuant to 163.356, Florida Statutes, and who is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

LICENSEE:

HALIFAX RIVER PARTNERS, LLC

WITNESS:

Signature

By: _____
Josif Atanasoski, Manager

Printed Name

Date: _____

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration: