



CITY COUNCIL AND THE COMMUNITY
REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER
JOINT SPECIAL MEETING AGENDA

COUNCIL CHAMBERS – 6:30 PM – CITY HALL
DECEMBER 12, 2023

A. OPENING

1. Roll Call

B. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

C. DISCUSSION/ACTION

2. Approval of Minutes
 - a. August 15, 2023 - City Council & Town Center CRA Joint Special Meeting
3. Approval of Second Amendment to the Contract for Sale of Riverwalk Property to Bristol Development Group

D. 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.

was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

Mayor Don Burnette opened all further items for joint discussion by the City Council and the CRA.

3. First Reading - Ordinance No. 2023-10 - Riveryard Master Development Agreement and Conceptual Development Plan

Mayor Don Burnette read Ordinance No. 2023-10.

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE RIVERYARD MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; FOR APPROXIMATELY 12.4 ACRES LOCATED WITHIN THE PLANNED COMMUNITY-PORT ORANGE RIVERWALK (PCR) DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CRA: Motion to recommend approval of the proposed Riveryard Master Development Agreement and Conceptual Development Plan, as set forth in Ordinance No. 2023-10, consistent with the Port Orange Town Center Plan, as amended, subject to City Council approval of the right-of-way vacation of portions of Halifax Drive and Herbert Street on the September 5, 2023 agenda; and authorizing CRA Chair and Agency Clerk to execute all necessary documents was made by Member Don Burnette and seconded by Member Scott Stiltner. Motion carried unanimously by roll call vote.

Council: Motion to approve Ordinance No. 2023-10 approving the Riveryard Master Development Agreement and Conceptual Development Plan, subject to the approval of the right-of-way vacation of a portion of Halifax Drive

and Herbert Street on the September 5, 2023 agenda; and authorizing Mayor and City Clerk to execute all necessary documents was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

4. Vacation of a portion of the Halifax Drive right-of-way and a portion of Herbert Street right-of-way

This item is for discussion only tonight – a vote on this item will occur at the September 5, 2023 City Council meeting in conjunction with the final reading of the Riveryard Master Development Agreement and Conceptual Development Plan.

5. Temporary Construction Easement for property generally located at the Northeast Corner of Ridgewood Avenue and Dunlawton Avenue and 3641 Ridgewood Avenue (Dave's Pest Control Property)

CRA: Motion to approve temporary construction easements for parcels owned by the CRA and jointly owned with the City, subject to the approval of Ordinance No. 2023-10; and authorize Chair and Agency Clerk to execute all necessary documents was made by Member Don Burnette and seconded by Member Tracy Grubbs. Motion carried unanimously by roll call vote.

This is a discussion item only for the Council and no motion was needed. Tim Burman, Community Development Director, provided details of each item and Charles Carlisle, Bristol Development Group, provided further in-depth details on the overall concept for the Riveryard area. Council and CRA members commented that this project has been highly anticipated and are looking forward to its progress.

There was no further business to be brought before the members of the Town Center Redevelopment Agency and City Council.

ADJOURNMENT – 7:14 p.m.

Attest:

Chairman Reed Foley

Robin Fenwick, MMC/City Clerk



CITY COUNCIL & TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY JOINT SPECIAL MEETING

AGENCY MEETING DATE: 12/12/2023

SUBJECT: (C3) Approval of Second Amendment to the Contract for Sale of Riverwalk Property to Bristol Port Orange Partners, LLC

DEPARTMENT: Community Development

RECOMMENDED MOTION: CRA motion: Move to approve the attached second amendment to the contract for the sale of three (3) Riverwalk properties to Bristol Port Orange Partners, LLC, authorizing the Chairman to execute all documents necessary to complete the conveyance of said property and authorizing the City Manager to execute all necessary documents that may be required for inspections and applications in furtherance of the sale of said properties.

Council motion: Move to approve the attached second amendment to the contract for the sale of three (3) Riverwalk properties to Bristol Port Orange Partners, LLC, authorizing the Mayor and City Clerk to execute all documents necessary to complete the conveyance of said property and authorizing the City Manager to execute all necessary documents that may be required for inspections and applications in furtherance of the sale of said properties.

SUMMARY: At their March 7, 2023, meeting, the City Council and the Town Center CRA approved the First Amendment to the Contract for Sale and Purchase of three separate parcels in the Riverwalk area from the City (and Town Center CRA) to Bristol Development Group ("Bristol"). The three parcels are described as follows: Parcel A - Southern Riverwalk 10 acres; Parcel B - Dave's Pest Control; and Parcel C - Arthaus.

According to the approved First Amendment to the Contract for Sale and Purchase, Bristol had until December 31, 2023, to obtain approval of an Economic Incentive Agreement from Volusia County and the City of Port Orange, March 30, 2024, to obtain city approval for their site plan and close on the property on May 30, 2024. The requested Second Amendment to the Contract for Sale and Purchase extends the period for Bristol to obtain approval of a site plan from the City to November 14, 2024, and close on the property by December 13, 2024.

The Second Amendment also includes an additional 9-month extension to the closing date until September 13, 2025, which the City Manager can grant. In consideration of granting the extension request, the City Manager shall review nationally recognized market indices, tables, data, and other applicable resources in conjunction with the supporting documentation provided by Bristol as part of their extension request.

The Second Amendment also provides the requirements for Bristol to satisfy and

terminate the City's Right of Reversion for the three parcels. A Right of Reversion is a legal right to retake possession of property that has been sold. Language has been added that the City's Right of Reversion would terminate if Bristol provides satisfactory evidence to the City Manager and City Finance Director that it has a signed binding construction contract with a general contractor to perform the full scope of the Initial Phase and has closed a construction loan and has necessary financing to complete the Initial Phase. Alternatively, Bristol could provide the City Manager and City Finance Director with documentation that at least \$10,000,000.00, not including land acquisition costs, has been spent on construction costs to complete the Initial Phase of development.

Over the last nine months, Bristol has continued to make progress in critical areas, including preparing and receiving approval for the Master Development Agreement and Conceptual Development for their transformative mixed-use destination along the Halifax River, preparing design plans (site plan, architectural drawings, and landscape plans) additional property acquisition, discussions with other permit agencies (FDOT, SJRWMD, DEP, etc.), preparing Economic Incentive Agreements with City and Volusia County, and refinement of construction estimates. According to Bristol, in 2024, they will finalize the site plan for their project and submit it to the city for staff to review.

According to Bristol, the request to extend the closing date is due to the continued adverse conditions in the market for real estate construction financing, including the reluctance of commercial banks to provide financing due to credit constraints and the effects of higher interest rates on their balance sheets, the reluctance of investors to provide equity financing due to a sense of heightened risk in commercial real estate, increased development costs caused by higher interest rates and credit constraints, and continued high construction costs following the pandemic. Over the past two years, interest rates have been increasing because of increases ordered by the Federal Reserve Board to address inflation, and rates for typical construction financing have more than doubled from 3% to 4% to about 7% to 8.5%. In the development industry, construction financing refers to the funds required to execute and complete a development project, and obtaining appropriate financing is a crucial aspect of any construction project. Interest rates determine the overall cost of borrowing funds and can impact the affordability of a construction project; when interest rates are high, borrowing costs increase, resulting in higher payments and potential challenges in securing a construction loan and having a financially feasible project. However, when interest rates are low, borrowing costs decrease, making construction projects more financially feasible.

According to several national construction market indices, such as the Architecture Billings Index, Construction Spending, U.S. Census New Residential Construction & Sales Indices, Urban Land Institute, etc., developers of large-scale development projects across the country that require construction financing are either "on hold" or are limiting progress to gaining the necessary government approvals, so when interest rates are lower, their projects are ready to start construction.

As of December 1, 2023, Bristol has completed or is in progress on the following key pre-construction items for their project, so when construction financing conditions have sufficiently improved, Bristol can be prepared to start construction.

Additional Property Acquisition:

1. Continue to work with the developer of the Catfish Commons project (located on the southeast corner of Ridgewood Avenue/Dunlawton Avenue) and Dunkin' Donuts on the relocation of Dunkin' Donuts so the Dunkin' Donuts site can be purchased and incorporated into the overall project.
2. Continue to work with the owners of the dentist's office located on the northeast corner of Ridgewood Avenue/Herbert Street; purchase the property and incorporate it into the overall project.

Discussions with Outside Permit Agencies:

3. Continue to meet with staff from the Florida Department of Transportation (FDOT) about project access and the permitting process.
4. Continue to meet with staff from St. Johns River Water Management District (SJRWMD) on their permitting process and requirements.
5. Continue to meet and discuss with Florida Power and Light (FPL) about removing all overhead power lines in the project area and using underground electric for the entire project.

Refinement of Development Plans, Construction Estimates, and other Project Documents/Agreements:

6. Received approval of the Master Development Agreement and Conceptual Development Plan in Summer 2023.
7. Completed approximately 50% of schematic design for the apartment building and garage, followed by design development and construction drawings with a completion target of no later than Fall 2024.
8. Ongoing progress on preparing a site plan
9. Held meetings with potential commercial tenants with Bristol's Retail and Lease Consultant
10. Completed a conceptual construction budget for site work and buildings in June 2023. Completion of the final construction budget is targeted for no later than Fall 2024.

Financial Incentives Agreements:

11. Continue to work with the City of Port Orange to complete an incentive agreement in early 2024.
12. Held discussions with Volusia County staff and County Council members about incentives from Volusia County in Summer 2023. Continue to work with Volusia County to complete an incentive agreement in early 2024.
13. Continue to work with the State of Florida to complete incentives for this project.

ATTACHMENTS:

| | | |
|----|--|--|
| 1. | Second Amendment to Purchase & Sales Agreement | Second Amendment to Purchase & Sales Agreement.pdf |
|----|--|--|

| | |
|----------------|--------------------------------|
| Tim Burman | Created/Initiated - 11/27/2023 |
| Tim Burman | Approved - 11/27/2023 |
| John McKinney | Approved - 11/27/2023 |
| Shannon Balmer | Approved - 11/30/2023 |

Wayne Clark
Tracee Cody

New -

**Second Amendment to Contract for Sale and Purchase
of Real Property**

THIS SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY is made and entered into this ____ day of December, 2023, between the **City of Port Orange, Florida**, a municipal corporation (the “City”), and **Port Orange Town Center Community Redevelopment Agency** (the “CRA”), both with a mailing address of c/o City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144 (collectively the “Seller”) and **Bristol Port Orange Partners, LLC**, a Florida limited liability company with a mailing address of 381 Mallory Station Road, Suite 204, Franklin, TN 37067, as successor to Bristol Development Group, LLC (the “Purchaser”).

WITNESSETH

WHEREAS, the Seller and Purchaser entered into a Contract for Sale and Purchase of Real Property currently owned by Seller dated March 22, 2022 (the “Contract”); and

WHEREAS, Bristol Development Group, LLC, predecessor-in-interest, assigned all its rights and obligations under the Contract to Bristol Port Orange Partners, LLC, pursuant to Paragraph 18 of the Contract; and

WHEREAS, the Seller and Purchaser entered into a First Amendment to Contract for Sale and Purchase of Real Property dated March 7, 2023 (the “First Amendment”); and

WHEREAS, the Seller and Purchaser have agreed to further amend the Contract to update certain terms and conditions relating to the Governmental Approvals period, remove the requirement for reversionary language to be included in the Master Development Agreement and clarify the required reversionary language and to provide an extension for Closing.

NOW THEREFORE, in consideration of the mutual promises hereafter set forth herein, Seller and Purchaser hereby agree to the following amendments to the original Contract:

1. Paragraph 5 of the Contract is hereby amended as set forth below:
 5. Government Approvals.
 - (a) Purchaser shall have until November 14, 2024 (hereinafter the “Government Approval Period”), to prepare a final site plan and obtain all governmental approvals from the City and other governmental agencies necessary to obtain a development order for the development of the Property for its Intended Use described in Section 15 hereinbelow.
 - (b) Government Approvals required prior to closing shall include the following (collectively “Government Approvals”):
 - i. Approval of zoning amendments covering the Property, if any;
 - ii. Approval of a Master Development Agreement and Conceptual Development Plan, as defined by Chapter 17, Section 30 of the City’s Land Development Code for Planned Community – Port

Orange Riverwalk (PC-R) District rezoning, relating to Purchaser's development of the Property for the intended use as described in Section 15, hereinbelow, which Master Development Agreement and Conceptual Development Plan shall be subject to approval by City Council and the Port Orange Town Center Community Redevelopment Agency, executed and recorded prior to the Closing Date.

- iii. Approval of a site plan for the development of the Property in accordance with the City of Port Orange Land Development Code, as evidenced by the issuance of a Development Order (as defined by the City's Land Development Code);
- iv. Approval of the site plan by City Council which shall be discretionary in nature rather than approval as a regulatory body. Subsequent to City Council approval of the site plan, any changes to the site plan will not require additional City Council approval. However, in addition to the applicable staff review and approval generally required for site plan modification pursuant to the Land Development Code, changes that require a site plan modification shall also require City Manager approval which shall be discretionary in nature rather than a regulatory approval. Within the sole discretion of the City Manager, if he determines that the proposed site plan modification substantially and materially modifies the site plan approved by City Council, he may bring said modification to City Council for approval;
- v. Approval of an Economic Development Incentive Agreement with City of Port Orange and Volusia County which shall contain the terms and conditions concerning economic incentives including Tax Increment Rebates and Chapter 20 Incentives.
- vi. All required permits and approvals from ancillary governmental agencies necessary to obtain a development order for development of the Property with the Intended Use or related, off-site infrastructure improvements, other than building permits and permits or approvals for marina or dock related improvements, except as may be required to permit bulkhead or seawall improvements that are necessary to support the upland portions of the Intended Use.

The Master Development Agreement will contain such terms as are necessary for the orderly development of the Property and, in any event, shall address the matters described in Section 15, herein. Purchaser acknowledges and agrees that they shall actively and diligently pursue the Government Approvals referenced herein, recognizing that time is of the essence in closing this transaction. In the event that Government Approvals are not obtained by the end of the Government Approval Period and said time period is not otherwise extended as provided herein or by mutual agreement of the Seller and Purchaser, then this Agreement shall automatically terminate, and the Deposit shall be refunded to Purchaser and neither party shall have any further obligations under this Contract, except with respect to those matters which

expressly survive termination.

- (c) Purchaser shall direct the process of obtaining the Government Approvals and Seller agrees to cooperate with Purchaser in all applications for Government Approvals and other permits or approvals that may be necessary. Seller, to the best of its ability, will make available any documentation related to the Property that may be requested by Purchaser.
- (d) Except as otherwise agreed, Purchaser shall be responsible for all costs associated with obtaining the required Government Approvals.
- (e) Final issuance of Government Approvals shall be deemed to occur only when all of the Government Approvals, both regulatory and discretionary, contained in Section 5(b), hereinabove, have been issued or granted by the City's council, commissions, boards, staff and all other applicable government agencies. The parties, by mutual consent, may waive one or more Government Approvals in the event permits or other approvals from governmental agencies other than the City remain outstanding at the time of the expiration of the Governmental Approval Period.

2. Paragraph 10 of the Contract is hereby amended as set forth below:

10. Reversionary Right. The Special Warranty Deed shall contain the following provision for the reversion of the Property to Seller (the "Reversionary Right"):

"Subject to Right of Reversion. In the event Grantee or its successors and/or assigns fails to commence the Initial Phase of development, as defined in the Riveryard Master Development Agreement, recorded in Official Records Book 8457 Page 2924, Public Records, Volusia County, Florida (the "Commencement"), within 24 months of Closing, the estate hereby granted to the Grantee shall automatically and immediately terminate, and all right, title and interest in and to such property shall thereupon revert to the Grantor. The Grantor shall exercise the right of reversion by filing an affidavit indicating that the Grantor has exercised its right of reversion. Upon the filing of such affidavit, said property shall automatically, without further action, vest in fee simple in the Grantor. The Commencement shall be deemed to have occurred once Grantee has provided satisfactory evidence to the City Manager and City Finance Director that it is has (a) signed a binding construction contract with a general contractor to perform the full scope of the Initial Phase, and (b) that it has closed a construction loan and has equity financing committed sufficient to complete the Initial Phase. Alternatively, Grantee may meet the Commencement requirement by providing evidence to the City Manager and City Finance Director that it has expended at least Ten Million and 00/100 Dollars (\$10,000,000.00), exclusive of land acquisition costs, in construction costs toward the completion of the Initial Phase of development. Once Commencement has occurred, the right of reversion shall terminate and Grantor and Grantee shall immediately file a joint affidavit in the Public Records of Volusia County, Florida, confirming that Grantee has provided the City with evidence acceptable to the City Manager and City Finance Director that demonstrates compliance with the terms outlined above and termination of the right of reversion.

Purchaser's execution of this Second Amendment confirms Purchaser's agreement to and acceptance of said right of reversion, and Purchaser further waives any objection to the form or operation of the right of reversion as well as any effect said right of reversion may have on the marketability of title to said Property.

3. Paragraph 12 of the Contract is hereby amended as set forth below:

12. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent referenced in section 2(b) on or before December 13, 2024, subject to the Purchaser's right to request to extend Closing as set forth below:

- (a) If, despite commercially reasonable efforts to diligently pursue Closing, Purchaser is not able to timely close, due to documented market conditions outside of Purchaser's control that prevent Closing by the date specified above, then Purchaser may submit a request to the City Manager to extend the date for closing up to nine (9) months from the date set forth hereinabove. In consideration of the request for an extension, the City Manager shall consult with the City's Finance Director, review nationally recognized and relied upon market indices, tables, data, and other applicable resources in conjunction with the supporting documentation provided by the Purchaser. The City Manager will then provide to the Seller a written decision with reasonable justification, taking into consideration the above factors in determining whether, and to what extent, an extension will be granted.
- (b) Notwithstanding the foregoing, in no event shall closing be extended beyond September 13, 2025, without a formal amendment to the Contract approved by the City Council.

Following closing, Purchaser shall have the right to exclusive possession of the Property.

4. Except as specifically amended herein, all terms and conditions set forth in the Contract and as amended by the First Amendment shall otherwise remain in full force and effect. In the event of a conflict between the Contract, First Amendment, and this Second Amendment shall control.

IN WITNESS WHEREOF, Seller and Purchaser hereby execute this First Amendment as of the respective dates shown below.

(This Space Left Blank Intentionally)

WITNESSES:

FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

PURCHASER:

BRISTOL PORT ORANGE PARTNERS, LLC

[Signature]

First Witness Signature Above, Printed Name Below:

SCOTT BLACK

By: [Signature]
Charles Carlisle, authorized representative

Date: Nov 29, 2023

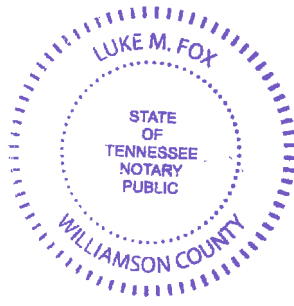
[Signature]
Second Witness Signature Above, Printed Name Below:

Amy Thompson

STATE OF Tennessee
COUNTY OF Williamson

The foregoing Contract was and acknowledged before me by means of [] physical presence or [] online notarization this 29 day of November, 2023, by Charles Carlisle, authorized representative, the Purchaser named in the foregoing Contract, who (Notary, please check as applicable): [] took an oath or [] did not take an oath; and who [] is personally known to me or [] has produced _____ as identification.

[Signature]
Notary Public, State of Tennessee at Large
Printed Name, Commission Seal and Term Expiration Date



My Commission Expires
November 21, 2026

WITNESSES:

FOR CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY

SELLER:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

First Witness Signature Above, Printed Name Below:

By: _____
Donald O. Burnette, Mayor

Second Witness Signature Above, Printed Name Below:

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

Witnesses as to Both

Date: _____, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by Donald O. Burnette as Mayor and Robin Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

FOR CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY

SELLER:

COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER,

First Witness Signature Above, Printed Name Below:

By: _____
_____, Chairman

Date: _____, 2023

Second Witness Signature Above, Printed Name Below:

Witnesses

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by _____, as chair of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the CRA. He is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date