

ORDINANCE NO. 05-2023

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING ORDINANCE NO. 08-99 AS AMENDED BY ORDINANCE NO. 05-18 AND ORDINANCE NO. 02-19, APPROVING A MAJOR AMENDMENT TO THE PROGRESS INDUSTRY PARK PLANNED UNIT DEVELOPMENT GOVERNING THE DEVELOPMENT OF APPROXIMATELY 1,121 ACRES OF LAND LOCATED NORTH OF Highbanks Road AND ON THE WEST AND EAST SIDES OF Dutchmen's Bend Road OWNED BY Duke Energy Florida, LLC WHICH WAS FORMERLY OWNED BY Florida Power Corporation; APPROVING A SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT AN AMENDMENT TO THE MASTER DEVELOPMENT PLAN TO APPROVE A HYDROGEN PRODUCTION AND STORAGE FACILITY PROJECT ON AN APPROXIMATELY 1.77 +/- ACRE PORTION OF THE IPUD HAVING Volusia County Tax Parcel Identification Numbers 802800000020, 802100000010, 802100000012, AND 802900000050; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.

WHEREAS, Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, (herein "Applicant"), is the fee simple owner of that certain parcel of land consisting of approximately 1,121 +/- acres located in DeBary, Volusia County, Florida as legally described in Attachment "A" attached hereto and incorporated herein by this reference ("herein the "Property" or "Subject Property"); and

WHEREAS, the City of DeBary City Council previously rezoned the Property to Progress Industry Park Planned Unit Development pursuant to Ordinance No. 08-99 and the Development Agreement and Master Development Plan recorded at Official Records Book 4516 Page 3761, et. seq. of the Public Records of Volusia County, Florida, and as amended and restated by that major amendment approved by Ordinance No. 05-18 and the Amended and Restated Development Agreement recorded at Official Records Book 7548, Page 2133, et. seq. of the Public Records of Volusia County, Florida, and as further amended by that major amendment approved by Ordinance No. 02-19 and the First Amendment to Amended and Restated Development Agreement recorded at Official Records Book 7684, Page 1396, et. seq. of Public Records of Volusia County, Florida (collectively the "Progress Industry Park IPUD"); and

WHEREAS, the Applicant is requesting a major amendment to Progress Industry Park IPUD to modify the IPUD to approve the construction of a hydrogen production and storage facility project on an approximately 1.77 +/- acre portion of the Property as further described in the Second Amendment to Amended and Restated Development Agreement being approved by this Ordinance (the "Hydrogen Production and Storage Property"); and

WHEREAS, the Applicant desires to substantially change the Amended and Restated Development Agreement and Master Development Plan to add the hydrogen production and storage facility project to be constructed upon the Hydrogen Production and Storage Property; and

WHEREAS, the Applicant is requesting a major amendment to Progress Industry Park IPUD to modify the IPUD as set forth in the Second Amendment to Amended and Restated Development Agreement and incorporated amendment to the Master Development Plan; and

WHEREAS, this Ordinance has been advertised and noticed in accordance with the requirements of state law and Section 1-10 of the City of DeBary Land Development Code; and

WHEREAS, the City Council finds that this Ordinance and the major amendment to The Progress Industry Park IPUD approved herein is consistent with the City of DeBary Comprehensive Plan and Land Development Code and promotes the public health, safety and welfare; and

WHEREAS, the City of DeBary City Council acting as both the Land Planning Agency and the Governing Body has conducted the necessary public hearings on this Ordinance.

IT IS HEREBY ORDAINED BY THE CITY OF DeBARY AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein as findings of the City Council.

SECTION 2. Major Amendment Granted. The Applicant's request for a major amendment of Progress Industry Park IPUD is hereby granted. The Progress Industry Park IPUD is hereby amended as described in the Second Amendment to the Amended and Restated Development Agreement and its corresponding exhibits (including the amendment to the Master Development Plan) attached hereto as **Attachment "B"**. The Mayor and City Clerk are authorized to execute the Second Amendment to the Amended and Restated Development Agreement. The Amended and Restated Development Agreement as amended by the Second Amendment to the Amended and Restated Development Agreement approved by this Ordinance shall control and govern the development of the Property.

SECTION 3. Recording. The City Clerk is hereby directed to record this Ordinance and the Second Amendment to Amended and Restated Development Agreement – The Progress Industry Park IPUD and its exhibits in the Public Records of Volusia County, Florida. The IPUD as amended by this Ordinance and attached Second Amendment to Amended and Restated Development Agreement and Amendment to the Master Development Plan affecting the Property

shall run with the land and shall be applicable to and binding on the Applicant and any and all successors and assigns in interest.

SECTION 4. Severability. If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

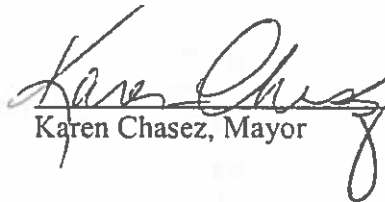
SECTION 5. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING HELD on June 21, 2023

ADOPTED AFTER SECOND READING on this 19th day of July, 2023.

CITY COUNCIL

CITY OF DEBARY, FLORIDA


Karen Chasez, Mayor

ATTEST:


Annette Hatch, City Clerk

Attachments – Attachment “A” – Legal Description of Property within IPUD

Attachment “B” – Second Amendment to Amended and Restated Development Agreement.

Attachment A

DESCRIPTION:

BEGIN AT THE SE. CORNER OF THE SE $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 30 EAST; THENCE N $89^{\circ}49'23''$ W., ALONG THE SOUTH BOUNDARY OF SAID SE $\frac{1}{4}$, A DISTANCE OF 2389.13 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE CONTINUE N. $89^{\circ}49'23''$ W., ALONG SAID SOUTH BOUNDARY 100.25 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE CONTINUE N. $89^{\circ}49'23''$ W., ALONG SAID SOUTH BOUNDARY 179.21 FEET TO THE SE. CORNER OF THE SW. $\frac{1}{4}$, OF SAID SECTION 29; THENCE N. $89^{\circ}53'27''$ W., ALONG THE SOUTH BOUNDARY OF SAID SW. $\frac{1}{4}$, A DISTANCE OF 1333.96 FEET TO THE SW. CORNER OF THE EAST $\frac{1}{2}$, OF SAID SW. $\frac{1}{4}$; THENCE N. $0^{\circ}05'41''$ E., ALONG THE WEST BOUNDARY OF SAID EAST $\frac{1}{2}$, A DISTANCE OF 2658.33 FEET TO THE NW. CORNER OF SAID EAST $\frac{1}{2}$; THENCE S. $89^{\circ}56'09''$ E., A DISTANCE OF 350 FEET; THENCE N $34^{\circ}56'09''$ E., A DISTANCE OF 1650 FEET; THENCE N $00^{\circ}04'51''$ W., A DISTANCE OF 1600 FEET; THENCE N $89^{\circ}56'09''$ E., A DISTANCE OF 830 FEET; THENCE N $19^{\circ}56'09''$ E., A DISTANCE OF 910 FEET; THENCE N. $00^{\circ}04'51''$ W., A DISTANCE OF .2255 FEET; THENCE N $89^{\circ}56'09''$ E., TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE CONTINUE N. $15^{\circ}14'42''$ E., ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET FROM AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD, A DISTANCE OF 977 FEET MORE OR LESS TO THE POINT OF CURVATURE OF A RIGHT-OF-WAY LINE CURVE THAT IS CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 2914.93 FEET AND AN ARC LENGTH OF 762.53 FEET; THENCE ALONG THE ARC OF SAID CURVE, 50 FEET FROM THE CENTERLINE OF SAID RAILROAD, A CHORD BEARING AND DISTANCE OF N. $7^{\circ}45'03''$ E., 760.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE N. $0^{\circ}15'24''$ E., ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET FROM AND PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 205.42 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID NE. $\frac{1}{4}$; THENCE S. $89^{\circ}10'48''$ E., ALONG SAID NORTH BOUNDARY, 282.05 FEET TO THE NW. CORNER OF THE NW. $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 30 EAST; THENCE N. $89^{\circ}56'24''$ E., ALONG THE NORTH BOUNDARY OF SAID NW. $\frac{1}{4}$, A DISTANCE OF 1310.60 FEET TO THE SW. CORNER OF THE SE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 30 EAST; THENCE N. $0^{\circ}14'51''$ E., ALONG THE WEST BOUNDARY OF SAID SE. $\frac{1}{4}$, A DISTANCE OF 1335.40 FEET TO THE NW. CORNER OF SAID SE. $\frac{1}{4}$; THENCE N. $89^{\circ}59'12''$ E., ALONG THE NORTH BOUNDARY OF SAID SE. $\frac{1}{4}$, A DISTANCE OF 1310.75 FEET TO THE NE. CORNER OF SAID SE. $\frac{1}{4}$; THENCE S. $0^{\circ}15'14''$ W., ALONG THE EAST BOUNDARY OF SAID SE. $\frac{1}{4}$, A DISTANCE OF 1334.33 FEET TO THE NE. CORNER OF THE NW. $\frac{1}{4}$ OF SAID SECTION 21; THENCE S. $0^{\circ}43'46''$ E., ALONG THE EAST BOUNDARY OF SAID NW. $\frac{1}{4}$, A DISTANCE OF 2669.89 FEET TO THE NE. CORNER OF THE SW. $\frac{1}{4}$ OF SAID SECTION 21; THENCE CONTINUE S. $0^{\circ}43'46''$ E., ALONG THE EAST BOUNDARY OF SAID SW. $\frac{1}{4}$, A DISTANCE OF 2662.92 FEET TO THE NE. CORNER OF THE NW. $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 30 EAST; THENCE S. $0^{\circ}08'01''$ E., ALONG THE EAST BOUNDARY OF SAID NW $\frac{1}{4}$, A DISTANCE OF 2651.66 FEET TO THE NE. CORNER OF THE

SW. ¼ OF SAID SECTION 28; THENCE CONTINUE S. 0°08' E., ALONG THE EAST BOUNDARY OF SAID SW. ¼, A DISTANCE OF 1522.62 FEET TO A POINT THAT IS N.0°08'01"W., 1134.02 FEET FROM THE SE. CORNER OF SAID SW. ¼; THENCE N. 89°48'39" W., 1134.00 FEET FROM AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SW. ¼, A DISTANCE OF 2630.21 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SW. ¼; THENCE S. 0°11'51" E., ALONG SAID WEST BOUNDARY 1134.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF SECTION 21 DESCRIBED AS FOLLOWS: THE NORTH 2050.00 FEET OF THE EAST ½ OF THE SW. ¼, OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA: LESS AND EXCEPT AND EXCEPT THE WEST 215' THEREOF AND EXCEPT THE EAST 100' THEREOF; SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. SAID PARCEL CONTAINING 47.08 ACRES MORE OR LESS.

ALL BEING IN TOWNSHIP 18 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, SUBJECT TO RIGHTS-OF-WAY OF RECORD.

CONTAINING 1121 ACRES, MORE OR LESS, EXCLUDING RAILROAD RIGHT-OF-WAY AND RIGHT-OF-WAY OF Highbanks Road. SUBJECT TO RIGHTS-OF-WAY OF RECORD.



After Recording Return to:

City Clerk
City of DeBary
16 Colomba Road
DeBary, Florida 32713

**SECOND AMENDMENT TO AMENDED AND
RESTATED DEVELOPMENT AGREEMENT
(PROGRESS INDUSTRY PARK INDUSTRIAL PLANNED UNIT DEVELOPMENT)**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into by and between the **CITY OF DEBARY**, a Florida municipal corporation (herein "City"), and **Duke Energy Florida, LLC**, a Florida limited liability company d/b/a Duke Energy (herein "Applicant").

WHEREAS, the City and Applicant previously entered into that certain Amended and Restated Development Agreement concerning the Progress Industry Park Industrial Planned Unit Development, which was approved pursuant to City of DeBary Ordinance No. 05-18 and was recorded on May 22, 2018 at Official Records Book 7548, Page 2133, et. seq., Public Records of Volusia County ("Amended & Restated Development Agreement"), which along with its corresponding master development plan governs the development of the 1,121 acre Property described in Exhibit A attached to the Development Agreement ("Property"); and

WHEREAS, the Development Agreement was previously amended by the First Amendment to Amended and Restated Development Agreement approved pursuant to City of DeBary Ordinance No. 02-19 adopted on March 6, 2019 ("First Amendment"); and

WHEREAS, the Amended & Restated Development Agreement and First Amendment are collectively herein referred to as the "Development Agreement"; and

WHEREAS, Applicant requests a major amendment to Progress Industry Park Industrial Planned Unit Development and its corresponding Development Agreement and master development

plan to allow for construction of a hydrogen production and storage facility upon an approximately 1.77 acre portion of the Property ("Hydrogen Production and Storage Property"); and

WHEREAS, the due public notice and public hearing requirements of the City of DeBary Land Development Code and this Development Agreement have been met; and

WHEREAS, the City Council of the City of DeBary, Florida, finds that this Amendment is consistent with the City of DeBary Comprehensive Plan and Land Development Code, promotes the public health, safety and welfare and is consistent with its authority under Chapter 166, Florida Statutes, Section 2(b) of the State Constitution, and the City's police powers.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Exhibits and Whereas Amendment.** The Development Agreement is amended to add Exhibit "F" attached to this Amendment as Exhibit "F" to the Development Agreement.

2. **Master Development Plan Amendment.** Section A.1. of the Development Agreement is hereby amended to read as follows (words that are ~~stricken-out~~ are deletions; words that are underlined are additions):

A. Development Concept: The Property shall be developed as an IPUD substantially in accordance with the Master Development Plan and this Development Agreement. The Master Development Plan and this Development Agreement shall govern the development of the Property as an IPUD and shall regulate the future land use of this parcel.

1. Master Development Plan. The Master Development Plan shall consist of: (i) the Preliminary Plan dated May 14, 1999 attached hereto as **Exhibit "B"** which is the same master development plan attached to City of DeBary Ordinance No. 08-99 and its corresponding development agreement ("Original MDP"), (ii) the Highbanks Substation Plan prepared by Dewberry Engineers, Inc. dated July 21, 2017 attached hereto as **Exhibit "C"** ("Highbanks Substation Plan") providing for the development

of an electrical substation on the Substation Property, ~~and~~ (iii) the Solar Power Generation Plan prepared by Golder Associates dated January 29, 2019 attached hereto as **Exhibit “E”** (“Solar Power Generation Plan”), and (iv) the Hydrogen Production and Storage Facility Plan prepared by Golder Associates dated August 29, 2022 attached hereto as **Exhibit “F”** (“Hydrogen Plan”), the concept of which relies on and is committed to its electrical supply originating from renewable energy sources or the existing electrical grid (commonly referred to at the time of this ordinance adoption as green or yellow hydrogen). The Original MDP, Solar Power Generation Plan, ~~and~~ Highbanks Substation Plan, and the Hydrogen Production and Storage Facility are collectively referred to herein as the “Master Development Plan” and such shall govern the development of the Property. The Highbanks Substation Plan shall control the development of the Substation Property and to the extent of any conflicts with the Original MDP. The Solar Power Generation Plan shall control the development of the Solar Power Property and to the extent of any conflicts with the Original MDP. The Hydrogen Production and Storage Facility Plan shall control the development of the Hydrogen Production and Storage Property and to the extent of any conflicts with the Original MDP. The Hydrogen Plan shall be filed and retained for public inspection in the office of the City of DeBary and it shall constitute a supplement to the Official Zoning Map of the City of DeBary.

3. **Section C. Amendment.** Section C. (Phases of Development) of the Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

C. Phases of Development. Whereas Phases I, II, and III of the initial development as described under Ordinance No. 08-99 have been completed. There has been additional development of (i) an electrical substation on the Substation Property consistent with the Highbanks Substation Plan within the portion identified previously as Phase I identified on the Original MDP, located to the north of the existing Volusia County

Water Treatment Facility as Phase IV of the IPUD, and (ii) a Solar Power Generation Project (or sometimes called the "Solar PV Project") on the Solar Power Property consistent with the Solar Power Generation Plan as Phase V of the IPUD. A Hydrogen Production and Storage Facility will be developed and located within a portion of Phase III of the Original MDP as Phase VI of the IPUD. Any proposed future phases of development of the Property shall be submitted and reviewed as a major amendment to this IPUD.

4. **SECTION I. Amendment.** SECTION I. (Access and Transportation System Improvements) of the Development Agreement is hereby amended to be deleted and replaced with the following):

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the City of DeBary Comprehensive Plan, Land Development Regulations, as amended. The Property shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Applicant shall utilize the Saxon Road extension as the exclusive point of ingress and egress for any development projects outside the existing powerplant, Phase IV Highbanks Substation and Phase V – Solar PV Project. The current Highbanks Road access drive shall continue to serve all existing and future public utility uses within the IPUD (including the existing power plant, the Highbanks Substation, the Solar PV Project and the Hydrogen Production and Storage Facility Property which occupies a portion of the existing power infrastructure). In addition, Highbanks Road may be utilized as emergency access. Subject to further review and approval by the City during a site plan or other appropriate development order or permit approval process, the Property may utilize for access any future

public road improvements that are constructed adjacent to the Property if and when available. Applicant may utilize Donald E. Smith Boulevard to access the existing access road used by the Volusia County Water Treatment Facility during construction activities upon the Property for construction access and delivery of limited equipment and for ingress and egress to travel north within Phase I to Duke Energy's Highbanks substation (Phase IV), and the Solar PV Project (Phase V). Such access from Donald E. Smith Boulevard is limited to as necessary to access said electrical substation on the Substation Property or the Solar Power Property as noted on the Solar Power Generation Plan, and Donald E. Smith Boulevard shall not be utilized to access development outside of the Substation Property except during construction of the Solar PV Project and emergency access and replacement of solar substation equipment.

4. **SECTION G. Amendment.** SECTION G. (Sewage Disposal and Potable Water) of the Development Agreement is hereby amended to be revise as follows (underlined language are additions and ~~stricken through~~ language are deletions):

G. Sewage Disposal, Reclaimed Water and Potable Water. Provision for sewage disposal and potable water needs of the IPUD will be provided in accordance with the City of DeBary Comprehensive Plan, as amended, the City of DeBary Land Development Code, as amended, and State of Florida Administrative Code 10-D6.

The Hydrogen Production and Storage Facility shall not use ground water to create hydrogen or in the electricity generation process, except (a) on a limited emergency basis as set forth herein; or (b) during the period of time between the expected in-service date of the Hydrogen Production and Storage Facility and 12/31/26. For purposes of this section, "emergency" is defined as a period of time when reclaimed water is not available from and as determined by Volusia County (reclaimed water provider) due to exigent conditions outside of Duke Energy's or its contractors', employees' and agents' control, including but not limited to, issues with reclaimed water

quantity, quality considerations, equipment malfunctions, weather, and other circumstances that would render the reclaimed water unavailable or unusable. A condition of approval of this amendment requires that Applicant (Duke Energy) will, at its expense, and in compliance with an order from the St. John's River Water Management District (SJRWMD), convert the primary water supply for the existing DeBary power plant from the present groundwater sources to reclaimed water acquired from the Volusia County's Southwest Reclaimed Water Facility by 2027 ("Reclaimed Water Supply Conversion"). If the Reclaimed Water Supply Conversion does not occur, the Hydrogen Production and Storage Facility is not permitted to be operated beyond the end of 2026. The Reclaimed Water Supply Conversion will involve cooperation by certain stakeholders including Volusia County and SJRWMD. Coordination will need to occur between SJRWMD and Duke Energy to modify the existing Consumptive Use Permit 9482-4 and any other necessary approvals to eliminate ground water as a primary source of water and require the use of reclaimed water as the primary water source for electric generation plant processes. The risk is solely on the Applicant (Duke Energy) concerning the potential inability or failure to obtain the necessary approvals to modify the Consumptive Use Permit or otherwise move forward with the Reclaimed Water Supply Conversion and by extension, the Hydrogen Production and Storage Facility.

The Applicant shall provide the City with written proof and an onsite visual inspection of the Reclaimed Water Supply Conversion once complete. Except for drinking water purposes as set forth below, groundwater from existing onsite groundwater wells may only be allowed on a temporary basis not to exceed the period of an emergency (as defined above) or during the period of time between the expected in-service date of the Hydrogen Production and Storage Facility and 12/31/26. Applicant (Duke Energy) will still utilize groundwater sources for toilets, sinks, water fountains, ice makers, eye wash stations and other human drinking water purposes.

5. **SECTION E. Amendment.** SECTION E. (Development Standards) of the Development Agreement is hereby amended to add a new subsection stating:

15. Hydrogen Use - Hydrogen generated from the Hydrogen Production and Storage Property can be used in up to a maximum of three onsite combustion turbines using existing onsite

turbines to be converted to hydrogen. The Applicant will be able to only manufacture and use green or yellow hydrogen. (i.e Green hydrogen is manufactured using solar; Yellow hydrogen is manufactured by using electricity from the grid). The Applicant is prohibited from manufacturing or using blue hydrogen (i.e. Blue hydrogen is manufactured using a steam methane reforming process which uses substantially more water). The Applicant is prohibited from transporting or allowing others to transport generated or manufactured hydrogen off site.

6. Full Force & Effect; Binding. The Development Agreement shall remain in full force and effect except as expressly modified by this Amendment. This Amendment shall run with the land and be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, assigns and anyone claiming by, through or under any of them.

7. Effective Date. The effective date of this Amendment shall be the date approved by the City Council.


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AGREED to by the City Council of the City of DeBary, Florida and the Applicant on this 19th
day of July 2023.

ATTEST:

CITY OF DEBARY CITY COUNCIL


Annette Hatch, City Clerk


Karen Chasz, Mayor

City Council Approved on July 19, 2023.

STATE OF FLORIDA
COUNTY OF VOLUSIA

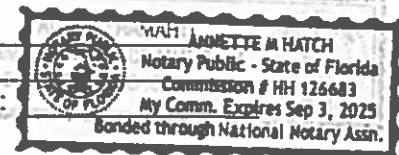
The foregoing instrument was acknowledged before me by physical presence this 19th day of
July 2023, by Karen Chasz as Mayor, on behalf of the City of DeBary, and who is
personally known to me or who has produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

Type or print Name: _____

Commission No.: _____

My Commission Expires: _____



APPLICANT:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company

By: Andrew S. Retter

Title: GM II Duke Energy

Printed Name: Andrew S. Retter

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 24 day July, 2023 by Andrew S. Retter, as GM II of DUKE ENERGY FLORIDA, LLC, a Florida limited liability d/b/a Duke Energy, on behalf of said company. He/she is personally known to me or has produced _____ as identification.

(Affix Seal)

Ithamar Cepeda

Print Name: Ithamar Cepeda

My Commission Expires: 10-15-24

