

ORDINANCE NO. 2024-O-09

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM VOLUSIA COUNTY AGRICULTURE AND RESOURCE CORRIDOR TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) FOR 115± ACRES OF CERTAIN REAL PROPERTY LOCATED EAST OF VOLCO ROAD AND SOUTH OF EDGEWATER PRESERVE PHASE 3, 4, AND 5; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF EDGEWATER; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR AN EFFECTIVE DATE, RECORDING AND ADOPTION.

WHEREAS, the City Council of the City of Edgewater, Florida, has made the following findings of fact and determinations:

1. Storch Law Firm, is the agent on behalf of with the consent of owners, Washington Park Holdings, LLC, Beverly Anne Millar, and Joan L Sheppard owners of property located East of Volco Road and South of Edgewater Preserve Phase 3, 4, and 5. Subject property contains approximately 115 ± acres.
2. The applicant has submitted an application for a change in zoning classification from Volusia County Rural and Resource Corridor to Residential Planned Unit Development (RPUD) for the property described herein.
3. On November 8, 2023, the Local Planning Agency (Planning and Zoning Board) considered the application for change in zoning classification.
4. The proposed change in zoning classification is consistent with all relevant goals, objectives and policies of the Edgewater Comprehensive Plan.
5. The proposed change in zoning classification is not contrary to the established land use pattern and is compatible with existing and proposed uses in the adjacent area.
6. The proposed change in zoning classification will not adversely impact public

facilities and meets the Concurrency Management System requirements in Article XI of the Land Development Code.

7. The proposed change in zoning classification will not have an adverse effect on the natural environment.

8. The proposed change will not have a negative effect on the character of the surrounding area.

NOW, THEREFORE, BE IT ENACTED by the People of the City of Edgewater, Florida:

PART A. CHANGE IN ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF EDGEWATER, FLORIDA.

The zoning classification for the property described in **Exhibit “A”** is hereby changed from Volusia County Agriculture and Resource Corridor to Residential Planned Unit Development (RPUD) pursuant to the associated RPUD Agreement (attached and hereto incorporated as **Exhibit “B”**).

PART B. AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF EDGEWATER, FLORIDA.

The GIS Technician is hereby authorized and directed to amend the Official Zoning Map of the City of Edgewater, Florida, to reflect the change in zoning classification for the above-described property.

PART C. CONFLICTING PROVISIONS.

All conflicting ordinances and resolutions, or parts thereof in conflict with this ordinance, are hereby superseded by this ordinance to the extent of such conflict.

PART D. SEVERABILITY AND APPLICABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional,

inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provisions thereof shall be held to be inapplicable to any person, property, or circumstances, such holding shall not affect its applicability to any other person, property, or circumstance.

PART E. RECORDING.

Upon approval and execution, this document shall be delivered to the Clerk of Court for recording into the public records of Volusia County, Florida.

PART F. EFFECTIVE DATE.

This Ordinance shall take place upon adoption.

PART G. ADOPTION.

PASSED AND DULY ADOPTED this ____ day of _____, 2024.

Diezel DePew, Mayor

ATTEST:

Bonnie Zlotnik, CMC, City Clerk

Passed on first reading on the ____ day of _____, 2024

REVIEWED AND APPROVED: _____
Aaron R. Wolfe, City Attorney

RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

WASHINGTON PARK SOUTH

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 by and between, the CITY OF EDGEWATER, FLORIDA, a municipal corporation, whose mailing address is P.O. Box 100, 104 N. Riverside Drive, Edgewater Florida 32132, (hereinafter referred to as "City") and, WASHINGTON PARK HOLDINGS, LLC, a Delaware limited liability company (herein after referred to as "Owner" or "Developer"). The purpose of this Agreement is to define the terms and conditions granting the development approval of the subject property.

NOW, THEREFORE, in consideration of the agreements, premises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. LEGAL DESCRIPTION AND OWNER

The land subject to this Agreement is approximately 115.63± acres located at East of Volco Road, in Edgewater, Volusia County, Florida. The legal description of the property is attached hereto as **Exhibit "A" - Legal Description**. The record owner of the subject property is Washington Park Holdings, LLC, a Delaware limited liability company.

2. DURATION OF AGREEMENT

The duration of this Agreement shall be thirty (30) years and run with the land. The Developer shall commence construction as defined by the Master Plan, dated _____, 2024, (**Exhibit "B"**) within twenty-four (24) months of the effective date of this Agreement. Developer's failure to commence construction within the timeframe identified herein shall result in the City's termination of this Agreement. The Agreement may be extended by mutual consent of the governing body and the Developer, subject to a public hearing. Commencement of construction means to begin performing onsite modification, fabrication, erection or installation of a treatment facility or a conveyance system for the discharge of wastes and on-site modification, fabrication,

erection or installation of a treatment facility or a transmission system for the conveyance of potable water. Land clearing and site preparation activities related to this construction are not included herein; however, before undertaking land clearing activities, other permits for stormwater discharges from the site may be required. Final approval shall include, but not be limited to utilities, stormwater, traffic, fire rescue, hydrants, law enforcement, environmental, solid waste containment, and planning elements.

3. DEVELOPMENT STANDARDS

Development of this Property is subject to the terms of this Agreement and in accordance with the City of Edgewater's current Land Development Code (LDC). Final project approval may be subject to change based upon final environmental, permitting, and planning considerations and/or Federal and State and County regulatory agencies permit requirements.

a. Unit Count

Based on Final Subdivision Plan approval, the total number of units may vary, but the maximum residential units permitted shall not exceed 4 dwelling units per net acre or 176 dwelling units. The Master Plan depicts 99 single family detached dwellings and 77 townhome units. In lieu of single-family detached units, the developer shall have the option to exchange permitted residential density and provide additional single family residential or twenty (20) to twenty-four (24) foot wide townhomes, however no less than seventy (70) single family detached dwelling units shall be provided for the whole project. The number and type of townhomes per building shall not exceed seven (7) units attached, however less townhome units per building are allowed and will not require an amendment to this Agreement so long as the maximum number of residential units stated above is not exceeded.

b. Minimum Lot Size

Townhomes

Area: 1,440 sq. ft.
 Width: 16 ft. (2 bedroom)
 20 ft. (3 or more bedrooms)

Depth: 90

Max Height: 35 ft.

Single-Family Residential

Area: 6,600 sq. ft.
 Width: 65 ft. (at least 25%
 of all single-family

55 ft. (maximum of
 75% of all single-
 family lots)

Depth 120 ft. for lots less
 than 65 feet in width

110 ft. for lots greater
 than 65 feet in width

Max Height: 35 ft.

c. Minimum House Square Footage

The minimum gross house square footage for single-family units shall be at least 1,300 square feet living area under air, with a minimum of a two-car garage. The minimum gross house square footage for townhome units shall be at least 900 square feet living area under air for two-bedroom units and 1,000 square feet living area under air for three-bedroom townhome units. Sixteen (16) foot wide townhome units shall provide a one (1) car garage with a minimum ten (10) foot by twenty (25) foot parking space in the driveway. Twenty (20) foot wide or greater width townhome units shall provide a minimum one (1) car garage with a minimum eighteen (18) foot by twenty (25) foot parking space in the driveway. Thirty (30) percent of all townhome units shall provide a two (2) car garage with a minimum eighteen (18) foot by twenty (25) foot parking space in the driveway. Carports will not be permitted for any units.

d. Minimum Yard Size and Setbacks

Townhomes

Front: 25 ft.
10 ft. (Corner)

Rear: 15 feet

Side: 10 feet; no setback
required between
townhome units

Building Separation: 20 ft.

Max Building Coverage: 60%

Max Impervious Coverage: 80%

Swimming Pools: n/a

Single-Family Residential

Front: 25 ft.
15 ft. (Corner)

Rear: 20 ft.

Side: 7.5 ft.

Building Separation: n/a

Max Building Coverage: 50%

Max Impervious Coverage: 70%

Swimming Pools: 5 ft. from
property line

e. Trees

Minimum Tree Protection Requirements within the current LDC shall be met; Preservation Areas depicted on the Master Plan may be utilized to meet said requirements. Minimum number and type of trees for each residential building lot shall meet the requirements of the current LDC.

f. Landscaping and Irrigation

Landscaping and irrigation plans for common areas must be submitted with final construction plans and shall comply with the current LDC. Landscape buffer size, as shown on the Master Plan, may be expanded based on actual drainage requirements to ensure the required runoff is kept on-site (during requisite storm events). A twenty-foot (20') landscape buffer shall be maintained along all project perimeters boundaries unless City engineer otherwise determines that expansion is reasonably necessary based on runoff calculations. The project HOA, as defined herein, shall be responsible for all future landscape buffer maintenance.

Common areas and the entrance area shall be irrigated. All irrigation must comply with all Volusia County Water Wise Landscape Irrigation Standards.

g. Roads

Roads within the project shall have a minimum right-of-way of fifty feet (50'), including twenty feet (20') of pavement with a two (2) foot Miami curb and gutter per side and constructed pursuant to the City's Standard Details. Said roads shall be private roads that meet the requirements and standards of the City LDC and dedicated to the project HOA, as defined herein, subsequent to final City inspection and by a final plat. The project HOA, as defined herein, shall be responsible for the ongoing maintenance and repair of any off-street parking spaces and shall ensure that vehicles are not parked within said areas for an extended period of time. Said private roads shall be gated, and emergency access shall be provided by a "Click to Enter" system and a Knox® override system or other method as approved by the City's Fire Marshal.

h. Entrance to Subdivision

One (1) main entrance and one (1) bypass for emergency vehicles, per the Master Plan, shall be permitted for accessing the development from Volco Road. The Developer shall also provide one (1) tie-in connection along the northerly property line and one (1) tie-in connection along the southerly property line consistent with the depicted locations on the Master Plan.

i. Signage

Signage will be located along each main entrance road, not within the right-of-way, and shall meet the current City LDC. All future maintenance responsibility will be that of the Homeowners Association.

j. Mailboxes

Developer agrees to request approval from the United States Postal Service for the use of a Centralized Mail Delivery System(s) with lighted pull off area.

k. Air Conditioning

All air conditioning units and pads shall be located behind each house/dwelling unit.

l. Easements

Easements for rear yard construction purposes shall be located between every other lot and shall have a width of ten feet (10'), being five feet (5') on each side of the lot lines for the benefit of the adjoining lots in the event that access to the rear of the lot is required and the individual lot owners side yard width is not adequate to accommodate the access. Easements for public utilities, including a ten foot (10') wide easement along the frontage of every lot, shall be dedicated to the City and any other public utility provider.

Developer agrees to provide, at no cost to the City, all required utility easements (on and off-site) for drainage and utility service consistent with this Agreement.

m. Model Homes and Temporary Sales Offices

Three (3) single-family lots and two (2) townhome buildings may be designated for use as potential model homes and units or temporary sales office. A model home or unit may be used as a sales office from the time the plat is recorded until such time as the last lot or unit, as the case may be, is developed within the project. Temporary structures, such as trailers, and the like may be permitted as a temporary sales office while a model home or unit is under construction. Such temporary office shall only be permitted for an interim period not to exceed 60-days or until completion of the first model home, whichever occurs first. Model home or unit construction prior to plat recording shall only be allowed upon compliance with the following requirements:

- i. Provision for fire protection, including testing and approval of the water system by the Florida Department of Health (FDOH), if on-site hydrants are required to service the area where the proposed models will be constructed.

- ii. Construction of access roads to the model home sites prior to building permit issuance, to the extent necessary to allow sufficient access by City vehicles for inspections.
- iii. Permanent utility connections cannot be made until the potable water and sanitary sewer system has been completed and certified to FDOH and FDEP, respectively. Temporary utilities, once inspected and approved by the County, shall be permitted until permanent utility connections are provided.
- iv. Any Sales Center shall provide handicap accessible restrooms.

Additional requirements, restrictions and conditions may be imposed by the City to address specific site or project concerns. A Certificate of Completion issued as provided in the Florida Building Code shall be deemed to authorize limited occupancy of the model home/sales office. Upon conversion of the model home or unit back to a living unit, a new and permanent certificate of occupancy shall be issued upon completion reflecting the dwelling classification.

Temporary flags or insignias which read "model", "open", "open house" or any other phrase which identifies property for real estate purposes may be displayed until such time as the last lot is developed within the Development in the following locations and numbers:

- i. The maximum height of any temporary flags shall be eight feet (8') with a maximum size of fifteen (15) square feet.
- ii. The number of temporary flags shall not exceed four (4) and shall be permitted on private/common property and prohibited in the right of way area and site triangle area as outlined in the Land Development Code, Section 21-38.03.

- iii. Each model home may have a ground-based sign, not exceeding 20 square feet with a maximum height of eight (8) feet, indicating "Model Home".
- iv. Each sales office may have a maximum of two (2) flags or signs not exceeding fifteen (15) square feet each in area with a maximum height of eight (8) feet indicating "Sales Center".
- v. Temporary event signs shall be allowed on private/common property within the Development for special builder sale events, including but not limited to a "parade of homes" or similar sales promotion. Such temporary signage shall be erected for no more than 72 hours. A maximum of two special builder events shall be allowed in any calendar quarter.

4. HOMEOWNERS ASSOCIATION

The Developer shall establish a mandatory Homeowners Association (HOA) for the purpose of maintaining the property and enforcing applicable covenants and restrictions. The HOA documents, including applicable Articles of Incorporation; Covenants and Restrictions; and By-Laws shall be reviewed and approved by the City prior to final plat approval.

The Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws for the HOA will be recorded in the public records of Volusia County at the time the Final Plat is recorded.

5. FUTURE LAND USE AND ZONING DESIGNATION

The Future Land Use designation is City Low Density Residential with Conservation Overlay and the zoning designation is RPUD (Residential Planned Unit Development) as defined in the City Land Development Code. The City of Edgewater's permitted uses for RPUD

(Residential Planned Unit Development) are applicable to the development of the property and consistent with the adopted Comprehensive Plan/Future Land Use Map.

6. PUBLIC FACILITIES

- a. All utility services shall be underground.
- b. Off-site improvements are the Developer's responsibility and shall be required at the time of Final Plat approval and City inspection approval and shall meet all City, County and/or State requirements and approval.
- c. All infrastructure facilities and improvements shall be constructed in compliance with applicable federal, state, and local standards.
- d. A concurrency review shall be conducted to ensure that all required public facilities are available concurrent with the impacts of the development.
- e. Developer, at the time of development, shall provide all public facilities to support this project including the following:
 - i. Potable Water and Sanitary Sewer System. The Developer agrees to enter into a Utility Services Agreement (USA) with the City of Edgewater or the County of Volusia as a provision for service to the development. The agreement shall outline the terms and conditions for timing and payment of fees in exchange for a commitment of capacity to serve the development.
 - ii. Water Distribution System including fire hydrants. Developer agrees to connect to and utilize the City's or County's water distribution system. Developer agrees to connect to the County's potable water system at nearest point of connection. All water distribution systems shall be "looped" wherever possible in order to prevent any future stagnation of water supply.

All water main distribution system improvements will be installed by the Developer and conveyed to the City or County by Bill of Sale in a form acceptable to the City or County and dedicated to the City or County prior to or at time of platting or in accordance with the requirements contained in the Land Development Code as it relates to performance bonds. Water capacity shall be reserved for a period not to exceed twenty-four (24) months from the date the City signs the FDEP and/or DOH Water Application.

- iii. Sanitary Sewage Collection and Transmission System. Developer agrees to connect to and utilize the City's or County's wastewater transmission and collection system at the nearest point of connection. All wastewater collection and transmission system improvements will be installed by the Developer and conveyed to the City or County by Bill of Sale in a form acceptable to the City or County and dedicated to the City or County prior to or at the time of platting. Sewer capacity shall be reserved for a period not to exceed twenty-four (24) months from the date the City signs the FDEP Wastewater Application.
- f. Stormwater collection/treatment system, including outfall system. The retention and detention pond(s) shall meet the requirements for the St. Johns River Water Management District and the City of Edgewater LDC. The pond(s) will be owned and maintained by the Homeowners Association (HOA). Developer is required to provide an outfall to a publicly owned or controlled drainage conveyance system, and obtain an off-site drainage easement space if necessary. The on-site 100-year

flood elevation shall be established to the satisfaction of the Flood Plain Manager or FEMA. Compensatory Storage shall be provided for per the requirements set forth in Article IV (Resource Protection Standards) and Article V (Site Design) of the LDC, as may be amended from time to time. Specifically, the development shall adhere to the following standards in addition to the aforementioned LDC requirements:

- No development activity can occur without obtaining a stormwater permit from the City and any similar permit issued by State or Federal regulating agencies having jurisdiction, to include but not be limited to the following examples: St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), United States Environmental Protection Agency (USEPA), United States Army Corps of Engineers (USACOE). In some cases, at the sole discretion of the City Manager, the City may elect to accept alternative criteria as satisfying the requirements and standards necessary to obtain a City-issued stormwater permit. Such alternative criteria shall be at least equal to, or more protective than City standards, and may be equal to the standards promulgated by or recommended by SJRWMD, FDEP, USEPA, or USACOE.
- In general, the latest revision of the U.S. Department of Agriculture, Soil Conservation Service's Technical Release No. 55 entitled A Urban Hydrology for Small Watersheds shall be

used in the stormwater designs described herein. However, the City Engineer may authorize the use of alternative methodology, such as the Green-Ampt model or the Horton infiltration method, where geotechnical factors are notably distinct from those used in the TR-55 method. Examples may include large areas with an abundance of Hydrologic Soils Group “A” soils or large areas with weighted runoff Curve Number less than 40.

- Impervious surface shall include rooftops, pedestrian walkways, all areas generally devoid of vegetation where vehicular traffic is reasonably expected to occur regardless of surface material type.
- For areas of the City where the FDEP has established a Basin Management Action Plan (BMAP), or an equivalent document, to remedy an impairment in the receiving waterbody by imposing reductions on the City in the form of Total Maximum Daily Loads (TMDL) for point-source and non-point-source pollutants, the City shall assess the proportionate share of such reductions to be borne by any new development or redevelopment.
- In general, the design and performance standards as listed in the latest version of the SJRWMD Permit Information Manual Volume II (formerly the Applicant’s Handbook) Part B shall be used for stormwater management systems. Alternative and innovative approaches to stormwater management systems may be approved by the City Engineer where the Applicant demonstrates

such system provides a higher degree of pollution abatement and water quantity attenuation.

- For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than four inches at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- All project areas greater than one quarter (1/4) acre shall calculate the pollution abatement volume based one inch (1”) multiplied by the entirety of the parcel area landward of the riverine mean high water line. If any undisturbed wetland or required conservation buffers are present onsite, these may be deducted from the area calculation for pollution abatement volume. Other surface waters such as drainage canals or stormwater management ponds shall not be excluded from the area calculations. If the calculated pollution abatement volume does not exceed one half-inch multiplied by the entirety of the parcel area, one-half inch

multiplied by the entirety of the parcel area shall be used as the pollution abatement volume.

- The use of Low Impact Development (LID) techniques is encouraged. Low Impact Development is an ecologically friendly approach to site development and storm water management that aims to mitigate development impacts to land, water and air by emphasizing the integration of site design and planning techniques that conserve the natural systems and hydrologic functions of a site. All new development and redevelopment projects are encouraged to implement permeable surfaces, bioretention areas, grassed swales, vegetated roof tops and catchment systems for irrigation in the development, when feasible.
- All projects that qualify for Environmental Resource Permits and/or Surface Water Management Permits issued through SJRWMD, FDEP, or other State or Federal agencies shall provide copies of the permit application and calculations to the Development Services Department as part of the site review process. Final approval of required State and Federal permits shall be granted and copies of the issued permits provided to the Development Services Department prior to commencing any construction activities.
- All projects that qualify for a FDEP - NPDES Permit pursuant to Chapter 62-621, F.A.C. Ordinance No. 2017-O-16 V-17 shall

provide copies of the Notice of Intent and all attachments to the Development Services Department prior to commencing any construction activities. Two (2) copies of the Erosion & Sediment Control Plan shall also be submitted.

- The post-development discharge peak volumetric flowrate shall not exceed the pre-development rate for each of the following storm events: Mean Annual/24-hour/4.7-inch, 25-year/24-hour/9.4-inch, and 100 year/24-hour/13.1-inch for systems with positive outfall to a public conveyance. For development within land-locked basins lacking positive outfall to a public conveyance, fully retain onsite the 100-year/72 hour hour/16.0-inch storm event.
- The rainfall depths of the design storm events shall be as published by the National Weather Service using a continually updated statistical epoch, but in no case lower than those depths stated above which were derived from NOAA Atlas 14, Volume 9, Version 2 Point Precipitation Frequency Estimates for Edgewater, Florida. Peak precipitation intensities shall be estimated from the greater of the following sources: NOAA Atlas 14, SJRWMD Type II-Florida Modified hydrograph in the latest version of the Permit Information Manual Volume II (formerly Applicant's Handbook) used with the NRCS TR-55 method, or Florida Department of Transportation (FDOT) Intensity-Duration-

Frequency (IDF) curves in the latest version of the Drainage Design Manual for the particular area of the City.

- If the development discharges into a public conveyance which serves areas impacted by the 100-year floodplain (as identified by FEMA or wide-area stormwater modeling adopted by the City), the peak discharge rate from a developed or redeveloped site shall not exceed 90% the peak discharge rate prior to development or redevelopment.
- No construction shall result in the creation of disconnected or isolated portions of a flood hazard area (Zone A, AE, and other A-series Zones) which increases the stage at which discharge occurs to less than one (1) foot below any existing or proposed finished-floor elevation of a habitable structure nor of the centerline elevation of any publicly-owned roadway that is within or adjacent to the flood hazard area.
- In Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- Stormwater runoff from the project shall not be conveyed or drained to any off-site location without an easement or public right of way permitting such drainage or conveyance and the prior written approval of the City of Edgewater.

- i. Reclaimed Water Distribution System. Developer agrees to connect to and utilize the City's reclaimed water distribution system at the nearest point of

connection. All reclaimed water distribution improvements will be installed by the Developer and conveyed to the City by Bill of Sale in a form acceptable to the City and dedicated to the City prior to or at the time of platting.

- ii. All required pavement marking and signage (stop signs, road signs, etc.) within the Subdivision shall be maintained by the HOA for the project. All permanent markings and signage shall comply with Florida Department of Transportation (FDOT) standards. Enhanced special signage may be used if it meets FDOT standards and approved by the City.
- iii. Sidewalks. A five-foot (5') public sidewalk to be installed by the Developer on all common areas within the development and five-foot (5') sidewalks to be installed by individual builders prior to issuance of Certificate of Occupancy by the City of Edgewater. Sidewalks along common areas shall be constructed and approved by the City prior to issuance of the first Certificate of Occupancy for the development. Developer shall provide a bond or surety in a form acceptable to the City in the amount as stated per the current fee resolution per lineal foot for two (2) years. If sidewalks are not completed within two (2) years, the City shall utilize the bond.
- iv. Recreation and Open Space. Three (3) passive and active recreation areas will be provided to serve the residents as depicted on Exhibit "B" Master Plan. The recreation area shall include a gazebo, sightseeing dock area, dog park and parking as depicted on the Master Plan. One (1) recreation amenity area will include, pool and gazebo, parking and two outdoor grills. A

minimum of 25% of the property shall be designed as open space as defined in the LDC. Open space shall include landscape buffers, passive open space such as pocket parks, dog parks, wetlands, improved water retention or improved water detention ponds. Improvements to water retention or water detention ponds shall be defined as a six (6) foot stabilized walking path with two (2) dog waste stations (dog-bags and trash receptacle). One six (6) foot stabilized walking path with three (3) dog waste stations shall be provided along the perimeter of Pond P6. A six (6) foot privacy fence shall be provided along the southerly project boundary. Ownership and maintenance responsibility of all recreation/open space areas, including but not limited to improvements such as fencing, will be that of the Homeowner's Association.

- v. Streetlights. Streetlights shall be installed by the Developer at all entrances, mailbox locations, parking lots/areas, bypass for emergency vehicles and intersections and shall meet the requirements set forth in the LDC prior to issuance of the Certificate of Occupancy on the first dwelling unit. The HOA will be responsible for the streetlights; including payment to Florida Power and Light for maintenance and power consumption.
- vi. Wetlands. Prior to Final Plat approval, the Developer shall place all on-site wetlands not otherwise identified on the Master Plan for mitigation in a conservation easement to the benefit of the City to ensure that such areas retain their natural, vegetative, hydrologic, and scenic condition and existing plants and wildlife.

7. IMPACT FEES

Impact fees will be paid in accordance with the following schedule:

- a. Impact Fees shall be paid at the time of building permit issuance for each dwelling unit at the rate in effect at that time.
- b. Volusia County or City Utility Impact and Connection Fees shall be paid in accordance with the terms of the Utility Service Agreement, entered into and executed between the Developer and the City of Edgewater or County of Volusia.
- c. Volusia County Road and School Impact fees shall be paid to the County by applicant with proof of payment provided to the City prior to a Building Certificate of Occupancy. The developer agrees to donate a student pick up and drop off area along the entrance of the project in exchange for impact fee credits and acceptance of the dedication by the School Board. The scope, construction, size, and acceptance of the aforementioned donation by the School Board shall be determined by the developer and School Board prior to final plat.

8. BONDS

A Maintenance Bond equal to 10% of the cost of the infrastructure improvements shall be provided to the City and the County prior to recording the Final Plat. The Maintenance Bond shall be in effect for a two (2) year period from the date of completion of the public facilities.

A Performance Bond, or other acceptable financial instrument such as a Letter of Credit, may be accepted by the City and shall be 130% of the costs of all remaining required improvements. A performance bond for the Water and Sanitary Sewer facilities may be provided in accordance with the terms of the Utility Services Agreement.

9. CONSISTENCY OF DEVELOPMENT

The City agrees to issue the required permits for the development in the manner defined in the Agreement after having determined it is not contrary to the City of Edgewater Comprehensive Plan and Land Development Code and is compliant with all concurrency requirements set forth in said documents.

10. PERMITS REQUIRED

The Developer will obtain required development permits or letters of exemption. Permits may include but not be limited to the following:

1. Florida Department of Environmental Protection, Florida Department of Health, St. Johns River Water Management District, Army Corps of Engineers and Florida Fish and Wildlife Conservation Commission.
2. City of Edgewater - Subdivision Preliminary and Final Plat Approval, Subdivision Construction Plan Approval, all applicable clearing, removal, construction and building permits.
3. County of Volusia-Potable Water System and Sanitary Sewer System Construction Plan Approval, including shop drawings.

Developer agrees to reimburse the City of Edgewater for direct costs associated with the legal review, engineering review, construction inspections, construction of required infrastructure improvements, and the review and approval of the final plat related to the development, including recording fees.

11. DEDICATION OF LAND FOR PUBLIC PURPOSES

The Developer shall convey to the City, by warranty deed and title insurance free and clear of all liens and encumbrances at plat dedication, all utility easements as required. All utilities shall be dedicated to the City of Edgewater.

12. DEVELOPMENT REQUIREMENTS

Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with those permitting requirements, conditions, terms or restrictions and any matter or thing required to be done under the existing ordinances of the City. Existing ordinances shall not be otherwise amended, modified, or waived unless such modification, amendment or waiver is expressly provided for in this Agreement with specific reference to the ordinance provisions so waived.

13. HEALTH SAFETY AND WELFARE REQUIREMENTS

The Developer shall comply with such conditions, terms, restrictions or other requirements determined to be necessary by the City for the public health, safety or welfare of its citizens.

14. APPEAL

If the Developer is aggrieved by any City official interpreting the terms of this Agreement, the Developer shall file a written appeal to the City Manager. After receiving the written appeal, the appeal will be reviewed by the City Manager and City Attorney. If the City Manager cannot resolve the dispute, the issue shall be scheduled for the City Council agenda. The action of the City Council is the final authority concerning this Agreement.

15. PERFORMANCE GUARANTEES

During the term of this Agreement, regardless of the ownership of the Property, the Property shall be developed in compliance with the terms of this Agreement and applicable regulations of the City not inconsistent with, or contrary to, this Agreement and approved Site Plan.

16. BINDING AFFECT

The provisions of this Agreement, including any and all supplementing amendments, and all final site plans, shall bind and inure to the benefit of the Developer or its successors in interest

and assigns and any person, firm, corporation, or entity who may become the successor in interest to the land subject to this Agreement or any portion thereof and shall run with the land and shall be administered in a manner consistent with the laws of the State of Florida.

17. RECORDING

Upon execution by all parties, the City shall record the Agreement with the Clerk of the Court in Volusia County. The cost of recording shall be paid by the Developer.

18. PERIODIC REVIEW

The City shall review the development subject to this Agreement every 12 months, commencing 12 months after the date of this Agreement to determine if there has been good faith compliance with the terms of this Agreement. If the City finds on the basis of competent substantial evidence that there has been a failure to materially comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Any such revocation or modification shall only occur after the City has notified the Developer in writing of Developer's failure to materially comply with the terms of this Agreement and Developer fails to cure such breach after receiving written notice and a reasonable opportunity to cure such breach from the City.

19. APPLICABLE LAW

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

20. TIME OF THE ESSENCE

Time is hereby declared of the essence of the lawful performance of the duties and obligations contained in the Agreement.

21. AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof.

Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment. Substantial changes, as determined by the City Manager, shall require City Council approval.

22. FURTHER DOCUMENTATION

The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

23. SPECIFIC PERFORMANCE

Both the City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

25. CAPTIONS

Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

26. SEVERABILITY

If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of the competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the date and year first written above.

ATTEST:

CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA

Bonnie Zlotnik,
City Clerk

By: _____
Diezel DePew,
Mayor

OWNER/DEVELOPER

Washington Park Holdings, LLC,
a Delaware limited liability company

Witnessed by:

[Signature]

[Signature]

Anna Grunfeld

Moshe Goldsmidt - Manager
Printed Name, Title

Province (M) Ontario (26)
City (M) STATE OF FLORIDA
COUNTY OF Vaughan

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 13th day of May 2024, by Moshe Goldsmidt as Manager of Washington Park Holdings, LLC, who is ☒ personally known to me or ☐ who has produced _____ as identification and who did not take an oath.

[Signature]

Notary Public
Stamp/Seal

MOSHE ZACHARY GRUNFELD
NOTARY PUBLIC,
IN AND FOR THE PROVINCE OF ONTARIO.
MY COMMISSION IS FOR LIFE

EXHIBIT "A"
LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE JANE MURRAY GRANT, SECTION 48, TOWNSHIP 18 SOUTH, RANGE 34 EAST, AS DEPICTED ON WASHINGTON PARK, INC., PART V, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 66, PUBLIC RECORDS OF VOLUSIA PLAT BOOK 11, PAGE 66, PUBLIC RECORDS OF VOLUSIA , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID JANE MURRAY GRANT, RUN NORTH 68°46'45" EAST, A DISTANCE OF 1,363.19 FEET; THENCE, DEPARTING SAID SOUTHEASTERLY LINE AND ALONG THE NORTHWESTERLY PROLONGATION AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MATTON AVENUE, SAID PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 1,653.54 FEET; THENCE, DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 68°46'45" WEST, A DISTANCE OF 255.62 FEET TO THE CENTERLINE OF A 10' WIDE ALLEY OF SAID PLAT BOOK 11, PAGE 38; THENCE, ALONG SAID CENTERLINE, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 48.50 FEET; THENCE, DEPARTING SAID CENTERLINE, RUN NORTH 68°46'45" EAST, A DISTANCE OF 255.62 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 48.50 FEET; THENCE, DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 68°46'45" WEST, A DISTANCE OF 255.62 FEET TO SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 47.18 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LITTLE STREET OF SAID PLAT BOOK 11, PAGE 38; THENCE, PLAT BOOK 11, PAGE 38; THENCE, ; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 87°49'13" EAST, A DISTANCE OF 272.78 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE, ALONG THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 44.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LITTLE STREET; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 87°34'51" WEST, A DISTANCE OF 442.17 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 87°20'05" WEST, A DISTANCE OF 308.51 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE PROLONGATIONS OF AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PALMETTO AVENUE, AS DEPICTED ON WASHINGTON PARK, INC., PART IV, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 181, PUBLIC RECORDS OF VOLUSIA PLAT BOOK 9, PAGE 181, PUBLIC RECORDS OF VOLUSIA , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN NORTH 22°39'19" WEST, A DISTANCE OF 766.52 FEET TO A POINT; THENCE RUN SOUTH 68°46'45" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PLAT BOOK 9, PAGE 181; THENCE, ALONG SAID SOUTHWESTERLY LINE, RUN SOUTH 19°50'11" EAST, A DISTANCE OF 368.72 FEET TO A POINT; THENCE, DEPARTING SAID SOUTHWESTERLY LINE, RUN NORTH 68°46'45" WEST, A DISTANCE OF 114.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PALMETTO AVENUE; THENCE, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 126.60 FEET; THENCE, DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 68°46'45" WEST, A DISTANCE OF 120.83 FEET TO A POINT ON SAID SOUTHWESTERLY LINE; THENCE, ALONG SAID SOUTHWESTERLY LINE, RUN SOUTH 19°50'11" EAST, A DISTANCE OF 101.59 FEET TO A POINT; THENCE, DEPARTING SAID SOUTHWESTERLY LINE, RUN NORTH 68°46'45" WEST, A DISTANCE OF 125.82 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE SOUTHEASTERLY PROLONGATION THEREOF, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 159.43 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID LITTLE STREET; THENCE RUN

SOUTH 87°20'05" WEST, A DISTANCE OF 1172.23 FEET TO THE SOUTHWESTERLY CORNER OF LOT 22, BLOCK 5, OF SAID PLAT BOOK 11, PAGE 66; THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT BOOK 11, PAGE 66; THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID ; THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 22, RUN NORTH 11°54'26" WEST, A DISTANCE OF 208.90 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 22; THENCE, ALONG THE SOUTHEASTERLY LINE OF LOT 21, BLOCK 6, OF SAID PLAT BOOK 11, PAGE 66, RUN SOUTH 78°22'02" WEST, A DISTANCE OF 618.42 FEET TO THE , RUN SOUTH 78°22'02" WEST, A DISTANCE OF 618.42 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 21, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MARYLAND AVENUE OF SAID PLAT BOOK 11, PAGE 66; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 01°13'57" WEST, A DISTANCE OF 370.32 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE, ALONG THE EASTERLY PROLONGATION OF AND THE NORTHERLY RIGHT-OF-WAY LINE OF GEORGIA AVENUE, AS DEPICTED ON WASHINGTON PARK, INC., PART I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 65, PLAT BOOK 11, PAGE 65, , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN SOUTH 89°41'51" WEST, A DISTANCE OF 563.92 FEET TO A POINT ON THE MONUMENTED, EASTERLY RIGHT-OF-WAY LINE OF VOLCO ROAD; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°30'45" EAST, A DISTANCE OF 249.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE, OF SAID PLAT BOOK PLAT BOOK 11, PAGE 65; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID SOUTHERLY ; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE EASTERLY PROLONGATION THEREOF, RUN NORTH 89°41'51" EAST, A DISTANCE OF 556.31 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARYLAND AVENUE; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 01°13'57" WEST, A DISTANCE OF 526.74 FEET TO THE SOUTHERLY CORNER OF LOT 7, BLOCK 6, OF SAID PLAT BOOK 11, PAGE 66; THENCE, ALONG SAID SOUTHERLY LINE AND THE EASTERLY PROLONGATION THEREOF, RUN NORTH 89°41'51" EAST, A DISTANCE OF 485.69 FEET TO THE CENTERLINE OF OHIO STREET, OF SAID PLAT BOOK 11, PAGE 66; THENCE, ALONG SAID CENTERLINE, RUN NORTH 18°15'42" WEST, A DISTANCE ; THENCE, ALONG SAID CENTERLINE, RUN NORTH 18°15'42" WEST, A DISTANCE OF 152.95 FEET TO A POINT; THENCE, ALONG THE EASTERLY PROLONGATION AND THE NORTHERLY LINE OF LOT 6, BLOCK 6, OF SAID PLAT BOOK 11, PAGE 66, RUN SOUTH 89°41'51" WEST, A PLAT BOOK 11, PAGE 66, RUN SOUTH 89°41'51" WEST, A , RUN SOUTH 89°41'51" WEST, A DISTANCE OF 440.89 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6 AND A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF MARYLAND AVENUE; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 01°13'57" WEST, A DISTANCE OF 1262.78 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PLAT BOOK 11, PAGE 66; THENCE, ALONG SAID NORTHERLY LINE, RUN NORTH 89°41'51" EAST A DISTANCE OF 134.84 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 1, OF SAID PLAT BOOK 11, PAGE 66; THENCE, ALONG THE NORTHEASTERLY LINE OF SAID PLAT BOOK 11, PAGE 66, RUN SOUTH 21°57'51" EAST A DISTANCE OF 1,355.27 FEET TO THE POINT , RUN SOUTH 21°57'51" EAST A DISTANCE OF 1,355.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,876,066 SQUARE FEET OR 88.982 ACRES, MORE OR LESS.

TOGETHER WITH

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE JANE MURRAY GRANT, SECTION 48, TOWNSHIP AT THE SOUTHWESTERLY CORNER OF THE JANE MURRAY GRANT, SECTION 48, TOWNSHIP 18 SOUTH, RANGE 34 EAST, AS DEPICTED ON WASHINGTON PARK, INC., PART II, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN, ALONG THE SOUTHEASTERLY LINE OF SAID JANE MURRAY GRANT, NORTH 68°46'45" EAST, A DISTANCE OF 1,403.20 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUING POINT OF BEGINNING;

THENCE, CONTINUING ; THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, RUN NORTH 68°46'45" EAST, A DISTANCE OF 480.03 FEET TO THE SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, AS DEPICTED ON SAID PLAT BOOK 11, PAGE 38; THENCE, ALONG SAID SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY LINE, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 579.97 FEET TO A POINT ON SAID SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE, DEPARTING SAID SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY LINE, RUN SOUTH 68°46'45" WEST, A DISTANCE OF 20.01 FEET; THENCE RUN NORTH 22°39'19" WEST, A DISTANCE OF 344.52 FEET TO A POINT; THENCE RUN SOUTH 68°46'45" WEST, A DISTANCE OF 120.01 FEET; THENCE RUN SOUTH 22°39'19" EAST, A DISTANCE OF 319.52 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON BOULEVARD; THENCE, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 68°46'45" WEST, A DISTANCE OF 340.01 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MATTON AVENUE, AS DEPICTED ON SAID PLAT BOOK 11, PAGE 38; THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 22°39'19" WEST, A DISTANCE OF 172.26 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 68°46'45" EAST, A DISTANCE OF 220.01 FEET TO A POINT ON THE CENTERLINE OF BALTIMORE AVENUE, AS DEPICTED ON SAID PLAT BOOK 11, PAGE 38; THENCE, ALONG SAID CENTERLINE, RUN NORTH 22°39'19" WEST, A DISTANCE OF 49.09 FEET TO A POINT; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 68°46'45" WEST, A DISTANCE OF 220.01 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 22°39'19" WEST, A DISTANCE OF 441.78 FEET TO A POINT; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY, RUN NORTH 68°46'45" EAST, A DISTANCE OF 200.01 FEET TO SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, RUN NORTH 22°39'19" WEST, A DISTANCE OF 49.09 FEET TO A POINT; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 68°46'45" WEST, A DISTANCE OF 220.01 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE NORTHWESTERLY PROLONGATION THEREOF, RUN NORTH 22°39'19" WEST, A DISTANCE OF 187.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 372,217 SQUARE FEET OR 8.545 ACRES, MORE OR LESS.

TOGETHER WITH

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE JANE MURRAY GRANT, SECTION 48, TOWNSHIP AT THE SOUTHWESTERLY CORNER OF THE JANE MURRAY GRANT, SECTION 48, TOWNSHIP 18 SOUTH, RANGE 34 EAST, AS DEPICTED ON WASHINGTON PARK, INC., PART II, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN, ALONG THE SOUTHEASTERLY LINE OF SAID JANE MURRAY GRANT, NORTH 68°46'45" EAST A DISTANCE OF 1,883.23 FEET TO THE SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, AS DEPICTED ON SAID PLAT BOOK 11, PAGE PLAT BOOK 11, PAGE 38; THENCE, ALONG SAID SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY LINE, RUN SOUTH ; THENCE, ALONG SAID SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY LINE, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 949.50 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUING POINT OF BEGINNING; THENCE, CONTINUING ; THENCE, CONTINUING ALONG SAID SOUTHWESTERLY, LIMITED ACCESS RIGHT-OF-WAY, RUN SOUTH 22°39'19" EAST, A DISTANCE OF 1160.90 FEET TO THE SOUTHEASTERLY CORNER OF SAID PLAT BOOK 11, PAGE 38; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT BOOK 11, PAGE 38 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF LITTLE STREET OF SAID PLAT BOOK 11, PAGE 38, RUN SOUTH 87°34'51" WEST, A DISTANCE OF 511.44 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE, ALONG THE SOUTHEASTERLY PROLONGATION AND

NORTHEASTERLY RIGHT-OF-WAY LINE OF MATTON AVENUE, OF SAID PLAT BOOK 11, PAGE 38, RUN NORTH 22°39'19" WEST, A DISTANCE OF 194.98 FEET TO A POINT; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 68°46'45" EAST A DISTANCE OF 220.01 FEET TO THE CENTERLINE OF BALTIMORE AVENUE, OF SAID PLAT BOOK 11, PAGE 38; THENCE, ALONG SAID CENTERLINE, RUN NORTH 22°39'19" WEST A DISTANCE OF 48.50 FEET TO A POINT; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 68°46'45" WEST A DISTANCE OF 220.01 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 22°39'19" WEST A DISTANCE OF 339.52 FEET TO A POINT; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 68°46'45" EAST A DISTANCE OF 220.01 FEET TO SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, RUN NORTH 22°39'19" WEST A DISTANCE OF 48.50 FEET TO A POINT; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 68°46'45" WEST A DISTANCE OF 120.01 FEET TO A POINT; THENCE RUN NORTH 22°39'19" WEST A DISTANCE OF 48.50 FEET TO A POINT; THENCE RUN SOUTH 68°46'45" WEST A DISTANCE OF 100.00 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 22°39'19" WEST A DISTANCE OF 145.51 FEET TO A POINT; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 68°46'45" EAST A DISTANCE OF 220.01 FEET TO SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, RUN NORTH 22°39'19" WEST A DISTANCE OF 48.50 FEET A POINT; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 68°46'45" WEST A DISTANCE OF 220.01 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 22°39'19" WEST A DISTANCE OF 122.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WASHINGTON, OF SAID PLAT BOOK 11, PAGE 38; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE NORTHEASTERLY PROLONGATION THEREOF, RUN NORTH 68°46'45" EAST, A DISTANCE OF 480.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 480,674 SQUARE FEET OR 11.035 ACRES, MORE OR LESS.

EXHIBIT “B” MASTER PLAN

