

ORDINANCE NO. 2024-O-44

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM B-3 (HIGHWAY COMMERCIAL) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT) FOR 3.68± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 2360 SOUTH RIDGEWOOD AVENUE (PARCEL IDENTIFICATION NUMBERS 8402-00-00-0420), EDGEWATER, FLORIDA; 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 determinations:

1. Vincenzo Donnici, owner of property generally located at 2360 South Ridgewood Avenue within Volusia County, Florida. Subject property contains approximately 3.68± acres.
2. The owner has submitted an application for a change in zoning classification from B-3 Highway Commercial to City BPUD (Business Planned Unit Development) for the property described herein.
3. On August 14, 2024, 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 elements of the Edgewater Comprehensive Plan.
5. The proposed change in zoning classification is not contrary to the established land use pattern.
6. The proposed change in zoning classification will not adversely impact public facilities.
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 B-3 Highway Commercial to BPUD (Business Planned Unit Development) pursuant to the associated BPUD Agreement (attached and hereto incorporated as **Exhibit “C”**).

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

The Development Services Director 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

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2A

PORTION OF SECTION 2, TOWNSHIP 18, RANGE 34E, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS COMMENCE AT AN IRON PIN ON THE NE CORNER OF THE SW 1/4 OF THE NE 1/4 (ALSO DESCRIBED AS THE NW CORNER OF US GOVERNMENT LOT 7), THENCE N00°21'54"W ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SW 1/4 OF THE NE 1/4, A DISTANCE OF 23.74 FEET TO THE WESTERLY R/W LINE OF US HIGHWAY NO 1, A 158 FOOT R/W AS NOW LAID OUT, THENCE N 26°41'41" W, ALONG SAID WESTERLY R/W LINE A DISTANCE OF 64.39 FEET TO THE SOUTHERLY R/W LINE OF A 30 FOOT R/W FOR DRAINAGE AND UTILITIES SHOWN ON THE PLAT OF SILVER RIDGE SUBDIVISION UNIT 1, AS RECORDED IN MAP BOOK 25, PAGE 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING, THENCE S 78°19'29" W, ALONG SAID SOUTHERLY R/W LINE, A DISTANCE OF 277.45 FEET TO THE EASTERLY R/W LINE OF A 30 FOOT R/W FOR DRAINAGE AND UTILITIES SHOWN ON SAID PLAT OF SILVER RIDGE SUBDIVISION UNIT 1, THENCE S 26°41'41" E, ALONG SAID EASTERLY R/W LINE A DISTANCE OF 313.45 FEET, THENCE N 62°35'02" E, A DISTANCE OF 267.99 FEET MORE OR LESS, TO THE WESTERLY R/W LINE OF US HIGHWAY NO 1, THENCE N 26°41'41" W, ALONG SAID WESTERLY R/W LINE, A DISTANCE OF 238.17 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2B

PORTION OF SECTION 2, TOWNSHIP 18S, RANGE 34E, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

COMMENCE AT AN IRON PIN ON THE NE CORNER OF THE SW 1/4 OF ME NE 1/4 (ALSO DESCRIBED AS THE NW CORNER OF US GOVERNMENT LOT 7), THENCE N 00°21'54" W, ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SW 1/4 OF THE NE 1/4, A DISTANCE OF 23.74 FEET TO THE WESTERLY R/W LINE OF US HIGHWAY NO 1, A 158 FOOT R/W AS NOW LAID OUT, THENCE N 26°41'41"W, ALONG SAID WESTERLY R/W LINE A DISTANCE OF 64.39 FEET TO THE SOUTHERLY R/W LINE OF A 30 FOOT R/W FOR DRAINAGE AND UTILITIES SHOWN ON PLAT OF SILVER RIDGE SUBDIVISION UNIT 1, AS RECORDED IN MAP BOOK 25, PAGE 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S 78°19'29" W, ALONG SAID SOUTHERLY R/W LINE, A DISTANCE OF 277.45 FEET TO THE EASTERLY R/W LINE OF A 30' R/W FOR DRAINAGE AND UTILITIES SHOWN ON SAID PLAT OF SILVER RIDGE SUBDIVISION UNIT 1, THENCE S 26°41'41"E, ALONG SAID EASTERLY R/W LINE, A DISTANCE OF 313.45 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE S 26°41'41"E ALONG SAID EASTERLY R/W LINE A DISTANCE OF 5.75 FEET, THENCE N 63°18'19" E A DISTANCE OF 15.30 FEET, THENCE S 26°41'41" E A DISTANCE OF 20.00 FEET, THENCE S 63°18'19" W A DISTANCE OF 15.30 FEET TO THE SOUTHERLY R/W LINE OF THE SAID 30 FOOT R/W FOR DRAINAGE AND UTILITIES, THENCE S 26°41'41"E, ALONG SAID SOUTHERLY R/W LINE A DISTANCE OF 219.01 FEET TO THE NORTHERLY R/W LINE OF OAK BRANCH DRIVE, A 70 FOOT R/W SHOWN ON THE PLAT OF MAJESTIC OAKS SUBDIVISION, PHASE 1, AS RECORDED IN MAP BOOK 49, PAGE 99, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE N 62°35'02" E, ALONG SAID NORTHERLY R/W LINE, A DISTANCE OF 268.11 FEET TO THE WESTERLY R/W LINE OF US HIGHWAY NO 1, THENCE N 26°41'41" W ALONG SAID WESTERLY R/W LINE A DISTANCE OF 244.74 FEET, THENCE S 62°35'02" W, A DISTANCE OF 267.99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 1.50 ACRES MORE OR LESS.

**EXHIBIT “B”
LOCATION MAP**

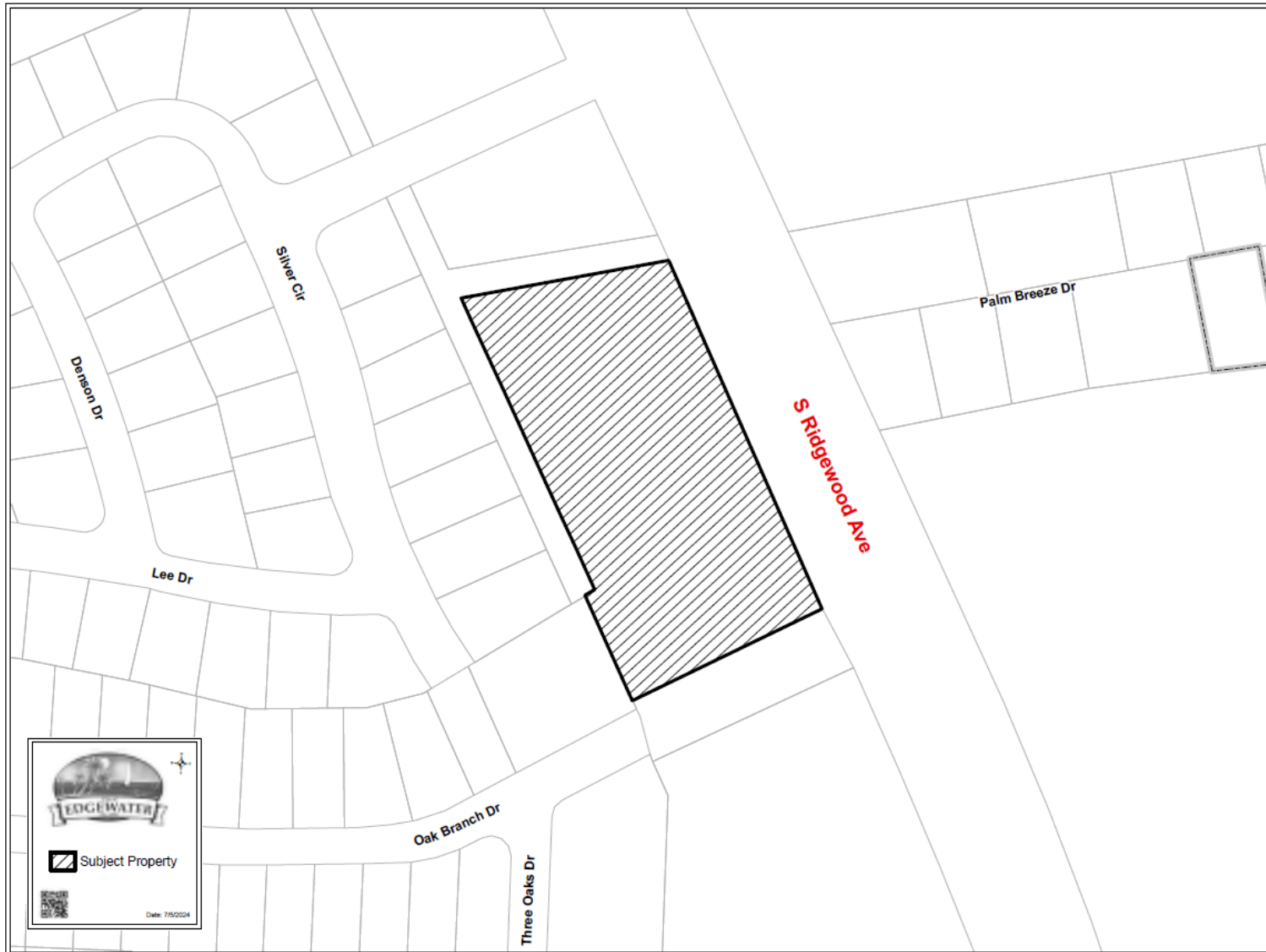


EXHIBIT "C"

Prepared by: Bonnie Zlotnik, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132

BUSINESS PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT FIRST BUSINESS PARK

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, Vincenzo Donnici, whose mailing address is 1734 Spottswoode Court, Port Orange Florida 32128, (herein after referred to as " 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 3.679± acres located at 2360 South Ridgewood Avenue, 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 Shree Jaybhola Inc.

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 Conceptual Plan (**Exhibit "B"**) within twenty-four (24) months of the effective date of this Agreement. Developer must receive site plan approval from the City prior to commencing construction. Developer's failure to initiate

construction within the timeframe identified herein shall result in the City's termination of the 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 regulatory agencies permit requirements.

a. Floor to Area

The maximum allowable square footage is 80,128 square feet under the Commercial Future Land Use Designation that has a Floor to Area Ratio of .5. The number of commercial units based on the Master Development Plan is 24. At the discretion of the owner/developer, units may be combined to reduce the overall number of business units in First Business Park. However, no more than 24 commercial units are allowed.

b. Development Uses Permitted

Art Gallery

Bakery

Bicycle repair and sales

Brewery/Bar/Lounge

Building Material Sales

Dispensing Facility

Government Facilities

General Retail: No more than four (4) units may be allowed to operate a business that falls within the general retail category.

Contractor Retail including but not limited to sales and wholesale of parts equipment, and supplies for: plumbing, electrical, building and construction, air condition, home appliances, outdoors and indoor recreation, gardening and landscaping.

Contractor Flex Space (Self storage/warehousing, office, retail, fabrication, and production) – examples include trades such as but not exclusive to electricians, plumbers, HVAC, painters, etc. The Development Services Director reserves the right to review and approve or deny based upon the associated business and its correlation to a trade profession.

Health Facilities

Hobby shop

Laboratories

Office Buildings, public or private

Personal Service Facilities

Warehouses and Distribution Centers

Wholesale Establishment

Woodworking and furniture making

Machine Shop/Repair

Food and Beverage Production

Research and Development

c. Development Uses Conditional

Uses not listed above are considered conditional and are subject to review and approval from the Development Services Director based on usage type, intensity, and compatibility without amending this BPUD.

d. Outdoor Uses Prohibited

Outdoor storage of goods and property shall be prohibited. All uses shall occur inside of the units with no outdoor operations allowed.

e. Minimum Site Development Standards

Front building setback: (Ridgewood Ave.) – 40 feet

Rear: (West) building setback – 40 feet

Side: (North) building setback – 40 feet

Side Corner: (Oak Branch Dr.) building setback – 30 feet

Maximum Height: 30 feet

Maximum Building Coverage 60%

Maximum Impervious Coverage 75%

f. Landscape Buffer

Canopy trees shall be defined as a tree with a caliper of 2.5”, twelve (12) feet in height at the time of planting and shall grow to a minimum of twenty-five (25) feet in height and fifteen (15) feet in width. Understory trees shall be defined as a tree with a caliper of 1.5”, 8 feet in height at the time of planting and shall grow to a minimum of fifteen (15) feet in height and ten (10) feet in width. Shrubs shall be defined as three (3) gallon plants with a minimum height of eighteen (18) inches at the time of planting.

- a. Rear (West): Minimum landscape buffer shall be a minimum of twenty feet (20') in width and consist of one (1) canopy tree per fifty (30') linear feet with two (2) understory trees per twenty (20') linear feet, and sixty (60) shrubs per one hundred (100) linear feet. A minimum of 50% of the required plantings in this landscape buffer shall be native vegetation as defined by the University of Florida Institute of Food and Agricultural Sciences. To maintain a natural look, trees and shrubs shall be placed in an organic or curvilinear manner. Linear arrangements are prohibited. A six foot (6') vinyl fence shall be required.
- b. Front (Ridgewood Ave.): Minimum landscape buffer shall be ten (10') in width and shall conform the Article XX of the Land Development Code.
- c. Side (North): Minimum landscape buffer shall be a minimum of ten (10') in width and consist of one (1) canopy tree per thirty (30') linear feet with one (1) understory trees per fifteen linear feet (15'), and fifty (50) shrubs per one hundred (100) lineal feet. A minimum of 50% of the required plantings in this landscape buffer shall be native vegetation as defined by the University of Florida Institute of Food and Agricultural Sciences. To maintain a natural look, trees and shrubs shall be placed in an organic or curvilinear manner that is similar to and consistent with natural adjoining areas, which have been preserved. Linear arrangements are prohibited.
- d. Side Corner (Oak Branch Drive): Minimum landscape buffer shall be a minimum of ten (10') in width and consist of one (1) canopy tree per thirty (30') linear feet with one (1) understory trees per fifteen linear feet (15'), and fifty (50) shrubs per one hundred (100) lineal feet. A minimum of 50% of the required plantings in this landscape buffer shall be native vegetation as defined by the University of Florida Institute of Food and Agricultural Sciences. To

maintain a natural look, trees and shrubs shall be placed in an organic or curvilinear manner that is similar to and consistent with natural adjoining areas, which have been preserved.

Linear arrangements are prohibited.

g. Parking

Ninety (90) parking spaces will be required with a minimum size of ten (10') feet in width by twenty (20') feet in length. Three point seven five (3.75) parking spaces are required per unit. A minimum of four handicap spaces meeting ADA requirements will be required inclusive of the ninety (90) parking spaces required. The location and number of parking spaces in a row shall be permitted per Exhibit "B" Conceptual Plan. Parking areas shall be designed so that no more than ten (10) spaces in a row occur, and shall have a minimum two hundred (200) square foot landscape inland in between. All other parking requirements shall meet the Land Development Code. The owner shall require each lessee or owner to apply for a Business Tax Receipt with the number of parking spaces required for the said business. Current owner, lessee, or future owners understand parking will be calculated per each use based upon the current parking table found in Article V of the City of Edgewater Land Development Code. In the event more parking spaces are used per unit, the Current Owner, and all future owners understand that the uses may be restricted based upon available and allocated parking regardless of the approved uses in Section 3b of this agreement.

h. Trees

The Developer shall meet the minimum tree standards as set forth in the current Land Development Code. Tree requirements within the landscape buffers and parking islands shall count towards the required number of trees.

i. Landscaping and Irrigation

Landscaping, buffer yard specifications, and irrigation plans for common areas must be submitted with final construction plans and shall comply with the current LDC.

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

j. Facade

a. Facade treatments shall adhere to Article XX of the Land Development Code.

k. Entrance to Development

Two (2) entrances, per Exhibit “B” Conceptual Plan, shall be permitted for accessing the development.

l. Signage

Signage will be located along Ridgewood Ave, not within the right-of-way, and shall meet the current City LDC.

m. 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.

n. Easements

It is not contemplated that any additional easements shall be required and all existing utility/access easements presently identified shall remain unless released by the City of Edgewater.

4. FUTURE LAND USE AND ZONING DESIGNATION

The Future Land Use designation is Commercial and the zoning designation is BPUD (Business Planned Unit Development) as defined in the City Land Development Code. The City of Edgewater's permitted uses for BPUD (Residential Planned Unit Development) are applicable to the development of the property and consistent with the adopted Comprehensive Plan/Future Land Use Map.

5. PUBLIC FACILITIES

All utility services shall be underground.

All infrastructure facilities and improvements shall be constructed in compliance with applicable federal, state, and local standards.

A concurrency review shall be conducted to ensure that all required public facilities are available concurrent with the impacts of the development.

Developer, at the time of development, shall provide all public facilities to support this project including the following:

- a. Water Distribution System including fire hydrants. Developer agrees to connect to and utilize the City's water distribution 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 by Bill of Sale in a form acceptable to the City and dedicated to the City prior to or at time of Certificate of Occupancy. 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.

- b. Sewage Collection and Transmission System. Developer agrees to connect to and utilize the City's wastewater transmission and collection system. All wastewater collection and transmission system 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 Certificate of Occupancy. 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.
- c. 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) of the LDC, as may be amended from time to time.
- d. Reclaimed Water Distribution System. The City has determined that reclaimed water may be available in the foreseeable future. Therefore, the Developer shall install a central reclaimed water irrigation distribution system constructed to City standards and convey to the City by Bill of Sale in a form acceptable to the City

and dedicated to the City. Water will be provided initially by onsite irrigation wells, potable water, or surface water withdrawal until reclaimed water is available to the Development and all irrigation systems shall be approved by all applicable regulatory agencies. Once reclaim is provided to the area the development must convert irrigation systems to the reclaim water system within 180 days of written notice by the City to the Developer.

- e. 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.

6. IMPACT FEES

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

- a. City Impact Fees and Connection Fees shall be paid at Building Permit issuance for each dwelling unit at the prevailing rate authorized at the time of payment.
- b. Volusia County Road and School Impact fees (if deemed applicable by the Volusia County School District) shall be paid to County by applicant with proof of payment provided to the City prior to a Building Certificate of Occupancy.

7. 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.

8. PERMITS REQUIRED

The Developer will obtain required development permits or letters of exemption. Permits may

include but not be limited to the following:

1. Department of Environmental Protection, St. Johns River Water Management District, Army Corps of Engineers and Florida Fish and Wildlife Conservation Commission.
2. City of Edgewater – Site Plan approval, all applicable clearing, removal, construction and building permits.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. APPLICABLE LAW

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

18. TIME OF THE ESSENCE

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

19. 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.

20. 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.

21. 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. _____

22. 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.

23. 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.

24. 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, CMC

By: _____
Diezel Depew
Mayor

WITNESSES:

Enter Developer/Company Name.

By: _____

Printed Name: _____

Enter Signers Name.

Address: _____

Enter Signers Address.

Printed Name: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ who is ☐ Personally Known OR who ☐ Produced _____ as Identification.

Signature of Notary Public

Stamp/Seal

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2A

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PARCEL 2B

PORTION OF SECTION 2, TOWNSHIP 18S, RANGE 34E, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

COMMENCE AT AN IRON PIN ON THE NE CORNER OF THE SW 1/4 OF ME NE 1/4 (ALSO DESCRIBED AS THE NW CORNER OF US GOVERNMENT LOT 7), THENCE N 00°21'54" W, ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SW 1/4 OF THE NE 1/4, A DISTANCE OF 23.74 FEET TO THE WESTERLY R/W LINE OF US HIGHWAY NO 1, A 158 FOOT R/W AS NOW LAID OUT, THENCE N 26°41'41" W, ALONG SAID WESTERLY R/W LINE A DISTANCE OF 64.39 FEET TO THE SOUTHERLY R/W LINE OF A 30 FOOT R/W FOR DRAINAGE AND UTILITIES SHOWN ON PLAT OF SILVER RIDGE SUBDIVISION UNIT 1, AS RECORDED IN MAP BOOK 25, PAGE 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S 78°19'29" W, ALONG SAID SOUTHERLY R/W LINE, A DISTANCE OF 277.45 FEET TO THE EASTERLY R/W LINE OF A 30' R/W FOR DRAINAGE AND UTILITIES SHOWN ON SAID PLAT OF SILVER RIDGE SUBDIVISION UNIT 1, THENCE S 26°41'41" E, ALONG SAID EASTERLY R/W LINE, A DISTANCE OF 313.45 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE S 26°41'41" E ALONG SAID EASTERLY R/W LINE A DISTANCE OF 5.75 FEET, THENCE N 63°18'19" E A DISTANCE OF 15.30 FEET, THENCE S 26°41'41" E A DISTANCE OF 20.00 FEET, THENCE S 63°18'19" W A DISTANCE OF 15.30 FEET TO THE SOUTHERLY R/W LINE OF THE SAID 30 FOOT R/W FOR DRAINAGE AND UTILITIES, THENCE S 26°41'41" E, ALONG SAID SOUTHERLY R/W LINE A DISTANCE OF 219.01 FEET TO THE NORTHERLY R/W LINE OF OAK BRANCH DRIVE, A 70 FOOT R/W SHOWN ON THE PLAT OF MAJESTIC OAKS SUBDIVISION, PHASE 1, AS RECORDED IN MAP BOOK 49, PAGE 99, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE N 62°35'02" E, ALONG SAID NORTHERLY R/W LINE, A DISTANCE OF 268.11 FEET TO THE WESTERLY R/W LINE OF US HIGHWAY NO 1, THENCE N 26°41'41" W ALONG SAID WESTERLY R/W LINE A DISTANCE OF 244.74 FEET, THENCE S 62°35'02" W, A DISTANCE OF 267.99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 1.50 ACRES MORE OR LESS.

EXHIBIT "B" MASTER PLAN

