



THE CITY OF EDGEWATER

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Community Development

Mayor Donald A. Schmidt
District 1 Councilman James P. Brown
District 2 Councilman Dennis A. Vincenzi
District 3 Councilwoman Harriet E. Rhodes
District 4 Councilwoman Judy Lichter

City Manager Kenneth R. Hooper
City Clerk Susan J. Wadsworth
City Attorney Scott A. Cookson
Legal Assistant Robin L. Matusick
Asst. to City Manager Elizabeth McBride

February 24, 2000

John DaRe
Karen Rearden
Golden Star of Central Florida, Inc.
4236 Jackson Street
Port Orange, FL 32127

Re: Development Agreement
Royal Oaks Community

Dear Mr. DaRe and Ms. Rearden:

Enclosed please find a copy of the Royal Oaks Community Development Agreement that was recorded in the Public Records of Volusia County on January 25, 2000 and is located at Official Records Book 4514, Pages 4317 through 4325.

By copy of this letter, I am forwarding the original Development Agreement to the City Clerk for inclusion into the City records. Call our office if you have any questions.

Sincerely,

Robin L. Matusick
Legal Assistant

rlm

Enclosure

Copy to: City Clerk, w/encl.
Planning Department, w/encl.

LEGAL DEPARTMENT
(904)424-2403
104 NORTH RIVERSIDE DRIVE
FAX (904)424-2415 or 424-2409 SUNCOM 383-2403

DEVELOPMENT AGREEMENT

FOR

ROYAL OAKS COMMUNITY

THIS AGREEMENT made and entered into this 3rd day of January, 2000 by and between the **CITY OF EDGEWATER, FLORIDA**, a municipal corporation, (hereafter "City"), and **GOLDEN STAR OF CENTRAL FLORIDA, INC.** (hereafter "Developer").

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 located at 800 West Park Avenue, Edgewater, Florida and is approximately 22.4 acres of which 8.5 acres is partially developed under the title of "Mango Tree Estates". The legal description of the property including Mango Tree Estates is as follows:

PARCEL 1:

Beginning on the south line of the G. Alvarez Grant Per Map Book 3, Page 137 of the Public Records of Volusia County, Florida at a point 1754 feet easterly from the southwest corner of said grant and running thence north 23° West 572.5 feet to the south line of Park Avenue; thence run easterly along the south line of Park Avenue 364 feet; thence run southerly 23° east of 621 feet to the south line of said grant; thence run southerly 74° west along the grant line 367.5 feet to the point of beginning.

LESS AND EXCEPT:

A parcel of land in Lot 37, Assessor's Subdivision of the Alvarez Grant as recorded in Map Book 3, Page 137, Public Records of Volusia County, Florida, described as follows:
Begin at the intersection of south R/W line of existing Park Avenue with the east line of west 1754 feet of said Lot 37, run thence north 67 degrees 15' 31.7" east along said R/W line 364.00 feet; thence south 23 degrees 05' 28.9" east along the westerly line of lands described in Official Records Book 1912, Page 197 a distance of 9.924 feet; thence south 67 degrees 04' 05.9" west a distance of 363.994 feet to the aforesaid east line of the west 1754 feet; thence north 23 degrees 05' 28.9" west along said line 11.134 feet to the point of beginning.

PARCEL 2:

A parcel of land in Lot 37, Assessor's Subdivision of the G. Alvarez Grant, as recorded in Map Book 3, Page 137 of the Public Records of Volusia County, Florida, described as follows: Commence at the southwest corner of said Lot 37, thence run east along the south line of said Lot 37 north 74° east a distance of 2931.07 feet, thence continue north 74° east a distance of 167.3 feet to the west right-of-way line of Mango Drive, thence run along said west right-of-way line north 22° 6" west a distance of 239.5 feet for the point of beginning, thence continue along said right-of-way line a distance of 50 feet, thence run south 67° 37' 40" west a distance of 166.3 feet, thence south 22° 06' east a distance of 50 feet, thence north 67° 37' 40" east a distance of 166.3 feet to the point of beginning.

PARCEL 3:

A parcel of land in Lot 37, Assessor's Subdivision of the Alvarez Grant, as recorded in Map Book 3, Page 137 of the Public Records of Volusia County, Florida, described as follows: Commence at the southwest corner of said Lot 37; thence along the south line of said lot 37 run N 74° E, 2121.50 feet for the point of beginning; thence continue along said south line N 74° E, 809.57 feet; thence N 22° 06' W, 365.99 feet; thence S 67° 37' 40" W, 805.00 feet; thence S 22° 06' E, 276.10 feet to the point of beginning.

ALSO

(ORB 4432, PAGE 4000)

Lots 12 and 13, Park Avenue Estates, as per Map recorded in map Book 34, Page 69, Public Records of Volusia County, Florida,

ALSO

(ORB 3841, PAGE 0966)

A part of the east 886.7 feet of the west 1754 feet as measured on the south line of Lot 37, and a part of the east 879.90 feet of the west 1697.90 feet of Lot 42, also that part of the platted Park Avenue lying northerly of and adjacent to said Lot 37, and southerly of and adjacent to said Lot 37, and southerly of and adjacent to said Lot 42, Assessor's Subdivision of the G. Alvarez Grant, according to the plat thereof recorded in Map Book 3, Page 137 of the Public Records of Volusia County, Florida, all of the above lying southerly of the existing Park Avenue, a 50 foot R/W as now laid out and easterly of Carol Ann Drive, a 60 foot R/W as platted per Park Avenue Estates, recorded in Map Book 34, Page 69 of the Public Records of Volusia County, Florida and all being more particularly described as follows:

As a point of reference commence at the southwest corner of the Assessor's Subdivision of Said G.

Alvarez Grant, thence N 73° 58' 06" E, along the south line of said Grant, a distance of 1754.00 feet; thence N 23° 08' 10" W, a distance of 306.58 feet for the point of beginning; thence S 67° 00' 54", a distance of 150 feet to the easterly R/W line of said Carol Ann Drive; thence N 23° 08' 10" W, along said easterly R/W, a distance of 310.00 feet to the southerly line of Park Avenue, a 50 foot R/W as laid out; thence N 67° 00' 54" E along said southerly R/W, a distance of 150.00 feet; thence S 23° 08' 10" E, a distance of 310.00 feet to the point of beginning, excepting therefrom that part taken for the widening of said Park Avenue.

2. DURATION OF AGREEMENT

The duration of this Development Agreement shall be five (5) years from the date of execution. The date of this Agreement shall mean the date the Agreement was approved by the City Council. However, the Developer shall apply for site plan approval for all improvements no later than six (6) months from the date of execution of this Agreement. The site/construction plans must be approved by the City Administration typically involved with the site plan review process including but not limited to utilities, stormwater, traffic, fire rescue, law enforcement, environmental, and planning elements prior to the commencement of work. The Developer shall complete infrastructure improvements needed to support Parcel Nos. 1 through 3, and Exhibit "A" development within one (1) year from site/construction plan approval. At the Developer's discretion, infrastructure improvements for Lot Nos. 12 and 13 may commence at anytime following construction permit issuance, but shall proceed as to coincide with the duration of this agreement and shall not extend beyond said duration date. The City shall grant an extension of the time for completion if the Developer is unable to comply through no fault of its own.

3. DEVELOPMENT USES PERMITTED

The land subject to this Agreement shall be developed in accordance with the June 25, 1999 conceptual plan prepared by Zev Cohen & Associates, Inc., attached herein as Exhibit A, reflecting the lot sizes for existing Mango Tree Estate lots delineated as Lot Nos. 22 through 24, 27 through 30, and 34 through 46 to remain in their original layout dimension, and modification and/or elimination of existing Mango Tree Estates Lot Nos. 1 through 21, 25, 26, 31 through 33, and 47 through 51 for an overall lot layout of one hundred twenty-eight (128) lots as shown on the conceptual plan representing the maximum building envelope that will be permitted. The actual location of structures within the envelope may vary, but the location of the building envelopes shall

not be shifted.

The Developer shall be responsible for the engineering, surveying, permitting, and construction of all improvements including all costs associated herewith, except for the off-site force main installation which mutual cost participation requires the Developer to provide the materials only and the City to provide the labor necessary to install and connect to the existing infrastructure. Design and installation of the improvements shall be subject to approval by the City.

4. FUTURE LAND USE AND ZONING DESIGNATION

8.5 acres of the subject property is currently being designated as Medium Density Residential on the City future land use map and has recently been rezoned to MH-1, Mobile Home Park District. The remaining area will require a Comprehensive Plan amendment. Pursuant to the application for this Development Agreement, the Developer has requested that mobile homes be separated from each other and from other buildings and structures by at least fifteen (15) feet and mobile homes shall be located at least fifteen (15) feet from any property line abutting upon a public street or highway provided an opaque buffer is constructed. The front setback shall be ten (10) feet from the front property line. In addition, the Developer is requesting that the roadways including ingress/egress points be maintained as private roadways with a thirty (30) foot blanket easement over such to provide accessibility and long term maintenance of the utilities included but not limited to water, sewer and reclaimed water mains. Minimum lot size shall be 55' x 90' with a minimum of 4,950 square feet. The Developer agrees that if the subject property is not developed in accordance with this Agreement, the property shall be developed pursuant to the requirements of the MH-1, Mobile Home Park District.

5. PUBLIC FACILITIES

Developer will provide all public facilities to support this project including water, wastewater, reuse lines and the proposed roadways. The Developer shall pay for applicable water and wastewater impact fees on any structure when building permits are obtained. Roadways will be paved at the Developer's expense. The Developer shall also provide fire hydrants, which shall be placed in accordance with City codes. Except along Park Avenue and the visibility triangle on Park Avenue and Carol Ann Drive, Developer shall construct a suitable combination of fencing, landscaping and a six (6') foot high masonry wall between Royal Oaks and adjacent land uses. The

final configuration will be determined during site plan review.

A concurrency review shall be conducted to assure public facilities are available concurrent with the impacts of the development.

6. DEDICATION OF LAND FOR PUBLIC PURPOSES

Pursuant to the final record plat, the Developer shall dedicate to the public the water, reclaimed water and wastewater infrastructure and maintenance and repair easements, including the lift station contained within the Royal Oaks Community. However, the Developer shall not dedicate and the City will not accept the roadways and stormwater management system shown on the conceptual plan which is designed to accept and treat stormwater from the proposed mobile home sites.

7. PERMITS REQUIRED

Upon development of the property described above, Developer shall be required to obtain the following local development permits: City of Edgewater site plan approval, recording of final lot layout plan, construction plan approval, and construction permits; and Department of Environmental Protection and St. John's River Water Management District stormwater permits. All local development permits shall be obtained at the sole cost of the Developer and, in the event that any such local development permits are not received, no further development of the property shall be allowed until such time as the City Council has reviewed the matter and determined whether or not to terminate this Agreement or modify it in a manner consistent with the public interest and the Edgewater Comprehensive Plan. Prior to issuance of a certificate of occupancy for any lot/unit, a certificate of elevation shall be submitted to the City. The assumed base flood elevation for the project shall be elevation 9.5' NGVD, unless some other elevation is determined to be appropriate by a registered Florida land surveyor.

8. CONSISTENCY OF DEVELOPMENT

The City Council hereby determines that the development proposed in this Agreement is consistent with the Edgewater Comprehensive Plan and the Land Development Code of the City of Edgewater, Florida.

9. 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 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.

10. HEALTH, SAFETY AND WELFARE REQUIREMENTS

Under this Agreement there are no specialized requirements for health, safety and welfare.

11. AMENDMENT

This Development Agreement may be amended or revoked after compliance with the public hearing provisions of §163.3225, Florida Statutes.

12. APPEAL

If the Developer is aggrieved by any decision of any City officer interpreting the terms of this Agreement, the Developer shall first file a written appeal with the Secretary to the Planning and Zoning. After receiving the written request, the matter shall be placed on the next available Planning and Zoning Board agenda after the appeal is received. If the Developer is aggrieved by the decision of the Planning and Zoning Board, the Developer shall then appeal to the City Council. The appeal shall be initiated by the Developer by filing a written request with the City Manager for placement of the issue on the City Council agenda. After receiving the written request, the City Manager shall place the matter on the next available City Council agenda after the appeal is received.

13. PERFORMANCE GUARANTEES

Should the development site be sold to an individual or corporation, the purchaser of the site shall be required to develop the site in compliance with the terms of this Development Agreement and applicable regulations of the City not inconsistent with, or contrary to, this Development Agreement.

14. BINDING EFFECTS

The provisions of this Development Agreement, including any and all supplemental orders and resolutions, and all final site plans, shall bind and inure to the benefit of the Developer or their successors in interest. The provisions of this Development Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with the laws of the State of

Florida.

15. RECORDING

Pursuant to Section 1663.3239, Florida Statutes, within fourteen (14) days after the City enters into the Agreement, the City shall record the Agreement with the Clerk of the Circuit Court in Volusia County. The cost of such recording shall be paid by the Developer. A copy of the recorded Development Agreement shall be submitted to the state land planning agency within fourteen (14) days after the Agreement is recorded. In addition, Section 163.3239, Florida Statutes provides that this Agreement shall not be effective until it is properly recorded and until thirty (30) days after having been received by the state land planning agency.

16. PERIODIC REVIEW

The City shall review the development subject to this Agreement every twelve (12) months, commencing twelve (12) months after the effective date of the Agreement to determine if there has been good faith compliance with the terms of the Agreement. If the City finds on the basis of competent substantial evidence that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City.

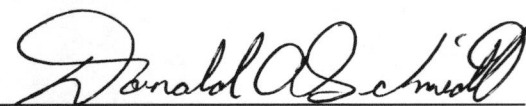
IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the date and year first written above.

ATTEST:

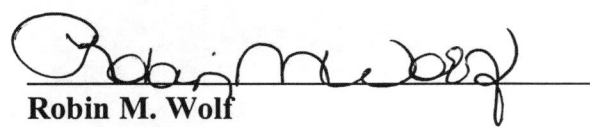

Susan J. Wadsworth
City Clerk

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

By:


Donald A. Schmidt
Mayor

**APPROVED FOR FORM &
CORRECTNESS:**


Robin M. Wolf
Legal Assistant

Golden Star of Central Florida, Inc.

Lynne Plaskett
Witness

Lynne Plaskett
Witness

John DaRe
John DaRe

Karen Rearden
Karen Rearden

**Signed, sealed and delivered
in the presence of:**

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, and who acknowledges that John DaRe and Karen Rearden personally appeared and are personally known to me or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of January, 2000.

(Seal/Stamp)
(Commission Expiration Date)

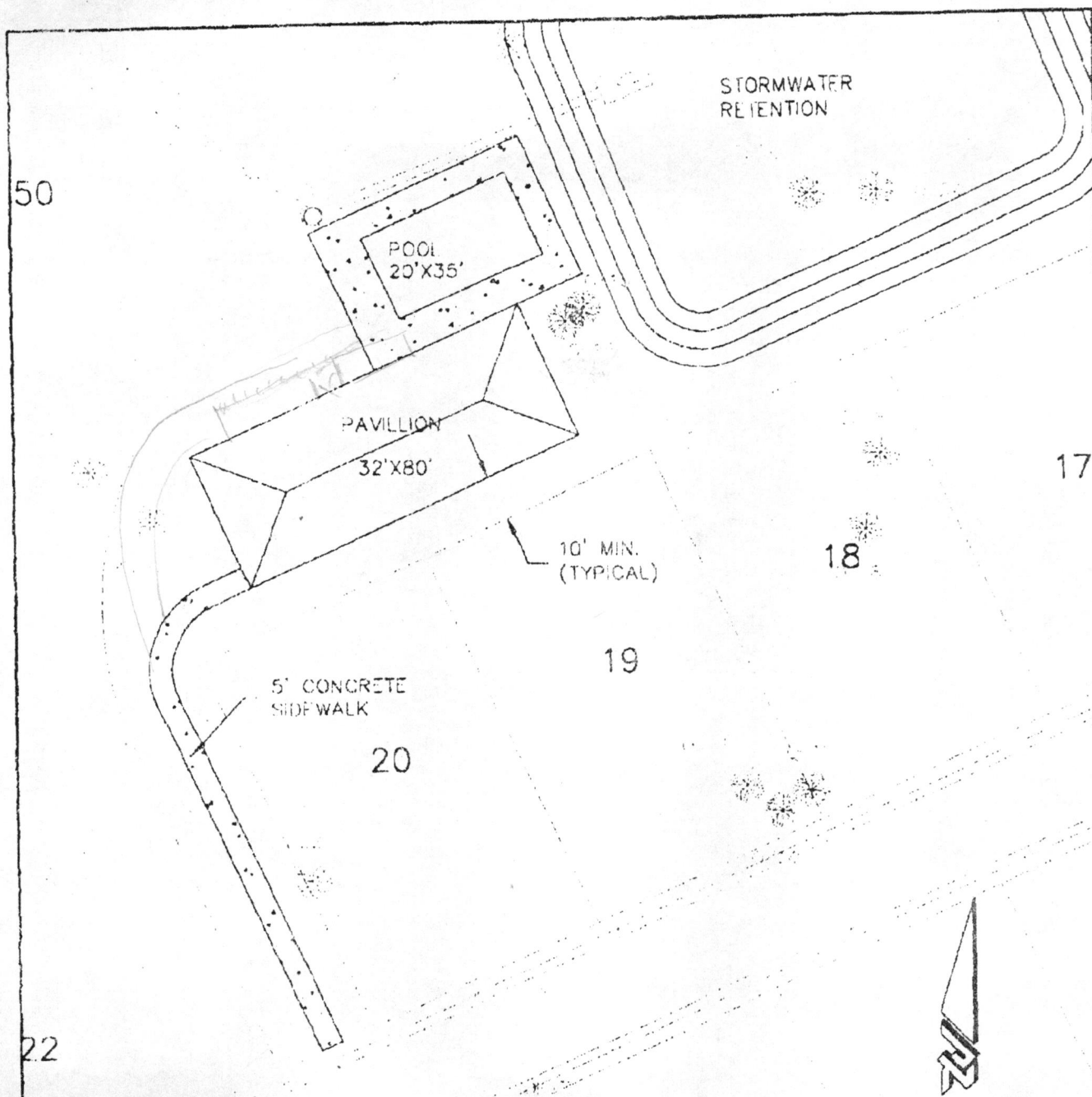


Tonya L. Elliott
Notary Public
State of Florida at Large

LOT LAYOUT PLAN

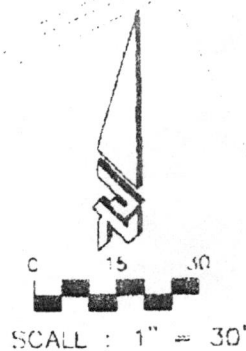


EXHIBIT



**ROYAL OAKS
AMENITY SITE
CONCEPT SKETCH**

CITY OF EDGEWATER, VOLUSIA COUNTY, FL



SCALE : 1" = 30'

PROJECT NO: 99037	FILE NO: 99037REC
DRAWN BY: TR	DATE: 1/21/00
DESIGNED BY: TR	CHECKED BY: KI
SCALE: 1" = 30'	SHEET: 1 OF 1

**ZEV COHEN
& ASSOCIATES, INC**

55 Seton Trail, Ormond Beach, Florida, 32176
(904) 677-2482 FAX 677-2505

ENGINEERS (EB 4516) • PLANNERS • LANDSCAPE ARCHITECTS (LC 62)

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John DARE 334-2380