

EXHIBIT B

Prepared by and Return to:
City Clerk
City of Edgewater
104 North Riverside Drive
Edgewater, Florida 32132

**CITY OF EDGEWATER
ON-STREET PARKING INSTALLATION AND HOLD HARMLESS AGREEMENT**

THIS ON-STREET PARKING INSTALLATION AND HOLD HARMLESS AGREEMENT (hereinafter referred to as "Agreement") is made this ____ day of February, 2026, by All-Florida Plumbing & Electrical Supply Co., whose mailing address is 1670 North Nova Road, Daytona Beach, Florida 32117 (hereinafter referred to as "Owner"), in favor of the CITY OF EDGEWATER, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, Florida 32132, (hereinafter referred to as "City"). Owner and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title in and to certain real property located in Volusia County, Florida, identified by the Volusia County Property Appraiser as Parcel No.: 743306030010 also known as 1103 South Ridgewood Avenue, Edgewater, Florida, and which is more particularly described as:

33-17-34 LOTS 1 THRU 6 BLK C TURGOT TERRACE MB 9 PG 103
EXC PART LYING IN US HIGHWAY NO 1 ROW PER OR 8244 PG
2431.

(hereinafter referred to as the "Property"); and

WHEREAS, the Owner has applied to the City for a Right-of-Way Permit for the Property (hereinafter referred to as "Permit") in accordance with the Permit Application submitted to the City under City Permit No. ROW-2026-____ (hereinafter referred to as "Permit Application"); and

WHEREAS, the Property is adjacent and contiguous to the public right-of-way known as East Turgot Avenue (hereinafter referred to as "Right-of-Way"); and

WHEREAS, the Permit Application includes a request for approval of on-street parking spaces (hereinafter referred to as "Improvements"), within the Right-of-Way; and

WHEREAS, the City is willing to issue the Permit for such Improvements to be located In the Right-of-Way, based solely on the representations the Owner has made in this Agreement and the Permit Application materials, which representations the City is expressly relying on and without which representations, the City would not issue the Permit. Therefore, Owner understands that the issuance

of the Permit is absolutely conditioned on the accuracy of Owner's representations as well as Owner's compliance with the terms of this Agreement.

NOW THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties thereto, the Owner does hereby agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into the body of this Agreement by reference as if fully set forth herein.

2. Installation, Operation, and Maintenance of Improvements. Upon Issuance of the Permit, the Owner will install, construct, and maintain the Improvements at Owner's sole cost and expense as described and depicted on the Permit. Further, Owner shall repair any damage caused to the Right-of-Way and its associated existing improvements arising from the Owner's use of the Right-of-Way pursuant to the Permit. Owner does hereby recognize and acknowledge that responsibility for maintenance of the permitted Improvements is solely and completely Owner's responsibility, regardless of notification from the City. Should Owner's failure to maintain the Improvements require Code Enforcement Action resulting in a finding of violation by the City's Code Enforcement Special Magistrate, the City reserves the right to revoke and terminate this Agreement and the Permit for Improvements within the Right-of-Way, and require the removal of said Improvements at the Owner's cost. The Owner shall be required to obtain a permit from the City for the removal, expansion, or modification of said Improvements and restore the Right-of-Way consistent with all applicable rules and regulations, including the then approved City standards.

3. Limitations on Owner's use of Right-of-Way. Owner's use of the Right-of-Way is limited to the area set forth and described in the Permit. Further, the City shall retain the right to maintain and operate the Right-of-Way in the manner it deems necessary. The Owner acknowledges and agrees that, should City maintenance, repair, or other activity be required in the Right-of-Way which activity impacts said Improvements, the City shall not restore the Improvements, and shall, in fact, only restore the on-street parking spaces to the then approved City standards. Should any City activity impact said Improvements, Owner may choose (if City agrees to same) to restore the Improvements to the pre-activity condition, at Owner's sole cost and expense.

4. This Agreement shall be construed as a license and not as an easement, or any interest in real property. Owner acknowledges and agrees that City may revoke and terminate this Agreement for material and uncorrected violations of this Agreement by the Owner.

5. Hold Harmless/Indemnification. The Owner, its assigns, heirs, executors, administrators, representatives and successors in interest, hereby agree to and shall indemnify, release, hold harmless, and defend the City, its officers, agents, representatives, contractors, and employees, from and against all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees up to and including at trial and on appeal) that may arise out of or in connection with the Improvements installed by the Owner under the Permit; provided, however, that nothing provided herein shall require indemnification for any claim caused solely by the City's own intentional or negligent tortious act.

6. Covenant. This Agreement shall be recorded in the Public Records of Volusia County and shall be binding upon the Owner, its successors, assigns, heirs, executors, administrators, representatives, or upon all persons acquiring an interest in the Property hereafter. This Agreement constitutes a covenant running with the land and shall be binding upon the assigns and successors in interest, personal representatives, executors, and administrators of the Parties hereto.

7. Period of Agreement. This Agreement shall run in perpetuity for the time period that the Permit issued by the City remains in effect or until the Improvements within the Right-of-Way are removed or replaced with standard improvements.

8. Miscellaneous. If City revokes the Permit and terminates this Agreement, City will execute and record a Release of this Agreement in the Public Records of Volusia County, Florida.

9. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

10. Severability. If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can be affected. To that end, this Agreement is declared severable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

(Owner)
ALL-FLORIDA PLUMBING &
ELECTRICAL SUPPLY CO.

Witness Signature

Printed Name: _____

Address: _____

By: _____
Clayton Beazley, Vice-President

Witness Signature

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 _____, 2026, by Clayton Beazley as Vice-President of All-Florida Plumbing & Electrical Supply Co.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

ATTEST:

(City)
CITY OF EDGEWATER, FLORIDA

By: _____
Sara Geiger, City Clerk

By: _____
Diezel DePew, Mayor

Date: _____

(SEAL)