

ORDINANCE NO. 2023-O-37

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) TO MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) FOR 37.05± ACRES OF CERTAIN REAL PROPERTY LOCATED EAST OF SOUTH RIDGEWOOD AVENUE, NORTH OF JONES FISH CAMP ROAD, AND WEST OF THE INDIAN RIVER; 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. Mark A. Watts, is the applicant on behalf of Omni Development LLC, and Indian River Shoreline LLC, owners of property located east of South Ridgewood Avenue, north of Jones Fish Camp Road, and west of the Indian River. Subject property contains approximately 37.05 ± acres.
2. The applicant has submitted an application for a change in zoning classification from RPUD (Residential Planned Unit Development) to MUPUD (Mixed Use Planned Unit Development) for the property described herein.
3. On October 25, 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 RPUD (Residential Planned Unit Development) to Mixed Use Planned Unit Development (MUPUD) pursuant to the associated MUPUD 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 _____, 2023.

Diezel DePew, Mayor

ATTEST:

Bonnie Zlotnik, CMC, City Clerk

Passed on first reading on the ____ day of _____, 2023

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

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF LOTS 13, 14, 15, 16, THE EAST 100 FEET OF LOT 25, ALL OF LOTS 26, 27, A PORTION OF LOT 28, THE VACATED PORTION OF NELLIE STREET, PER O.R. BOOK 5840, PAGE 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE VACATED PORTION OF ALICE STREET, PER O.R. BOOK 5840, PAGE 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL IN THE PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE SOUTH 100 FEET OF LOT 6, THE PLAT OF RIVERFRONT ESTATES AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6, PLAT OF RIVERFRONT ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N23°00'28"W ALONG THE WESTERLY LINE OF SAID LOT 6 ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (200' R/W), 100.21 FEET TO THE NORTHERLY LINE OF THE SOUTH 100 FEET OF SAID LOT 6; THENCE DEPART SAID WESTERLY LINE N68°36'30"E ALONG THE NORTHERLY LINE OF THE SOUTH 100 FEET OF SAID LOT 6, A DISTANCE OF 1550.98 FEET; THENCE DEPART SAID NORTHERLY LINE S17°59'27"E, 221.51 FEET; THENCE S18°30'32"E, 175.51 FEET; THENCE S15°36'53"E, 170.49' FEET; THENCE S17°57'04"E, 116.71 FEET; THENCE S29°04'41"E, 48.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 28, PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF JONES FISH CAMP ROAD (PLATTED THOMAS STREET) (60' R/W); THENCE S69°37'39"W ALONG SAID SOUTHERLY LINE OF SAID LOT 28 AND THE SOUTHERLY LINE OF SAID VACATED PORTION OF ALICE STREET AND THE SOUTHERLY LINE OF SAID LOT 25, A DISTANCE OF 231.45 FEET TO THE WESTERLY LINE OF THE EAST 100 FEET OF SAID LOT 25; THENCE DEPART SAID SOUTHERLY LINE N22°56'31"W ALONG THE WESTERLY LINE OF THE EAST 100 FEET OF SAID LOT 25, A DISTANCE OF 226.37 FEET TO THE SOUTHERLY LINE OF SAID LOT 26; THENCE S68°36'34"W ALONG THE SOUTHERLY LINE OF SAID LOTS 26, 16, 13 AND THE SOUTHERLY LINE OF THE SAID VACATED PORTION OF NELLIE STREET, 959.76 FEET TO THE WESTERLY LINE OF SAID LOT 13; THENCE N22°59'09"W ALONG WESTERLY LINE OF SAID LOTS 13 AND 14, A DISTANCE OF 400.43 FEET TO THE SOUTHERLY LINE OF SAID LOT 6, PLAT OF RIVERFRONT ESTATES; THENCE S68°36'30"W ALONG SAID SOUTHERLY LINE OF LOT 6, A DISTANCE OF 300.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LOTS 1, 2 AND 3, PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

LOT 3, LESS THE EASTERLY 100 FEET THEREOF, RIVERFRONT ESTATES UNIT NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 31, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

THE EASTERLY 100 FEET OF LOT 3, RIVERFRONT ESTATES UNIT NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19. PAGE 31, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:

A PORTION OF LOT 2, RIVERFRONT ESTATES UNIT NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19. PAGE 31, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1, ALSO KNOWN AS SOUTH RIDGEWOOD AVENUE (HAVING A RIGHT OF WAY WIDTH OF 175 FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79014112) 275, WITH A LAST REVISION DATE OF JANUARY 7, 1997), THENCE NORTH 22°59'10" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 82.01 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 68°02'26" EAST, A DISTANCE OF 300.28 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 22°58'58" EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 85.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 68°46'45" WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 300.37 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT PER CIRCUIT COURT MINUTE BOOK 50, PAGE 238 AND CIRCUIT COURT MINUTE BOOK 74, PAGE 216.

TOGETHER WITH

A PORTION OF LOT 28, ALL OF LOTS 31, 32, A PORTION OF LOTS 35 AND 36, THE PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE SOUTH 100 FEET OF LOT 6, THE PLAT OF RIVERFRONT ESTATES AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6, PLAT OF RIVERFRONT ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N23°00'28"W ALONG THE WESTERLY LINE OF SAID LOT 6 ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (200' R/W) A DISTANCE OF 100.21 FEET; THENCE DEPART SAID

WESTERLY LINE N68°36'30"E ALONG THE NORTHERLY LINE OF THE SOUTH 100 FEET OF SAID LOT 6, A DISTANCE OF 1550.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID NORTHERLY LINE N68°36'30"E, A DISTANCE OF 950.00 FEET TO THE MEAN HIGH WATER LINE OF THE INDIAN RIVER, THENCE ALONG THE SAID MEAN HIGH WATER LINE S28°11'26"E, 3.24 FEET; THENCE S40°06'51"E, 70.22 FEET; THENCE S45°37'41"E, 66.70 FEET; THENCE S48°30'34"E, 50.57 FEET; THENCE S62°36'48"E, 28.25; THENCE S46°54'54"E, 51.67 FEET; THENCE S27°34'56"E, 47.56 FEET; THENCE S35°08'42"E, 42.90 FEET; THENCE S15°49'21"E, 15.38 FEET; THENCE S31°23'17"E, 42.61 FEET; THENCE 23°23'41"E, 39.91 FEET TO THE NORTHERLY LINE OF RIVER COLONY AS RECORDED IN MAP BOOK 55, PAGE 39, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPART SAID MEAN HIGH WATER LINE S69°10'20"W ALONG SAID NORTHERLY LINE A DISTANCE OF 553.12 FEET TO THE WESTERLY LINE OF SAID RIVER COLONY; THENCE ALONG SAID WESTERLY LINE S22°58'23"E, A DISTANCE OF 320.04 FEET TO THE SOUTHERLY LINE OF LOT 32, PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF JONES FISH CAMP ROAD (PLATTED THOMAS STREET) (60' R/W); THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 32, 31 AND 28 AND THE SAID NORTHERLY RIGHT OF WAY LINE S69°37'39"W, 528.61 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE N29°04'41"W, 48.78 FEET; THENCE N17°57'04"W, 116.71 FEET; THENCE N15°36'53"W, 170.49 FEET; THENCE N18°30'32"W, 175.51 FEET; THENCE N17°59'27"W, 221.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 AND TRACTS A, B, AND C, RIVER COLONY, AS RECORDED IN MAP BOOK 55, PAGE 55, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

TRACT D, RIVER COLONY, AS RECORDED IN MAP BOOK 55, PAGE 55, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"
MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD)
AGREEMENT

EDGEWATER RIVER OAKS MIXED USE PLANNED UNIT DEVELOPMENT
(MUPUD) AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day _____ of

_____, 2023 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") **INDIAN RIVER SHORELINE LLC**, a Florida limited liability company, whose mailing address is 7100 Northland Circle North, Suite 101, Minneapolis, Minnesota 55428, and **OMNI DEVELOPMENT, LLC**, a Florida limited liability company, whose mailing address is 200 South Orange Avenue, Suite 800, Orlando, Florida 32801, (collectively referred to below as "Owner"). Developer means any person undertaking entitlement or physical development of the Property or a portion thereof, and may include the Owner. The purpose of this Agreement is to define the terms and conditions granting the development approval of the subject property. *All capitalized terms used below but not immediately defined when first used shall have the meanings provided therefor elsewhere in this Agreement or the City's Land Development Code and all capitalized terms not defined shall have the meanings commonly prescribed to such term.*

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 36.396 +/- acres located on Jones Fish Camp Road and South Ridgewood Avenue, in Edgewater, Volusia County, Florida (the "Property"). The legal description of the Property is attached hereto as **Exhibit "A" - Legal Description**. The record owner of the subject Property is Indian River Shoreline LLC and Omni Development, LLC.

2. DURATION OF AGREEMENT

The duration of this Agreement shall be perpetual and run with the land for 30 years. A Developer undertaking development of any portion of the Property shall comply with and conform to this Agreement with respect to the development being undertaken. The Developer shall submit permits for the commencement of construction as defined by the Master Plan (Exhibit "B") within five (5) years following the effective date of this Agreement. The Agreement may be extended by mutual consent of the governing body and the Developer, subject to a public hearing.

3. APPROVAL OF MASTER PLAN AND PHASES OF AGREEMENT

A. Approval of Master Plan. City hereby approves the Master Plan (“Master Plan”) attached hereto as Exhibit “B” and incorporated herein and the uses, requirements and development standards (collectively, “Development Standards”) set forth below. Subject to the conditions, commitments, and requirements of this Agreement, the project may be developed consistent with the Master Plan and the Development Standards. Details and construction requirements that the

Development Standards do not address shall be governed by the LDC. To the extent requirements of the LDC and the Development Standards conflict or are inconsistent or incompatible, the Development Standards shall control. 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.

B. Phases. At the discretion of the Developer, development of the Project may be performed in one or more phases (the “**Phases**”). A Developer is not required to develop the entire Project at once as a single development. Provided the record owners of all affected parcels so consent or direct, City will allow site improvements and infrastructure (including without implied limitation stormwater drainage improvements, vehicular and pedestrian access, and utilities improvements) to be shared by multiple Phases. Developer shall construct utility extensions beyond the limits of any particular phase generally consistent with the Master Plan as directed by the Utility Provider to establish functional systems to serve the incremental phases.

4. DEVELOPMENT STANDARDS AND PERMITTED USES

Project means development and operation of the Property as allowed by this Agreement, including for single-family residential, multi-family residential, marina, boat storage, fuel station, hotel, restaurant, commercial retail, and other uses. 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. Development of this Property may be phased into multiple phases, including but not limited to a Residential/Multi-Family Area and a Commercial/Mixed Use Area. Access improvements shall be provided as required by FDOT and LDC. The maximum building coverage shall apply to the Property as a whole at 50% maximum building coverage and the maximum impervious coverage shall also apply to the Property as a whole at 75% maximum impervious coverage.

The Master Plan specifies uses for individual portions of the Property. The City expressly authorizes the uses so specified for the respective portions of the Property. The following uses are expressly permitted on the designated parcels depicted on the Master Plan, subject to the following development standards:

1. Residential/Multi-Family Area

a. Permitted Uses: The following uses shall be authorized on the Property:

i. Multifamily Residential.

i. Multifamily buildings which are a part of a multifamily complex may contain one unit or more so long as they are under singular ownership and management and the development standards set forth in this Agreement are met.

- ii. Accessory uses associated with any multifamily residential developments which may include, but are not limited to, clubhouses, neighborhood pools, recreational amenities/facilities, and permanent offices for leasing and building management operations.

b. Unit Count

The residential unit count within the Residential/Multi-Family Area shall not exceed 188 dwelling units. The individual buildings may be individually adjusted for more or less units per building, without amendment to this Agreement.

c. Minimum Unit Square Footage

The minimum gross unit square footage shall be at least 650 square feet living area under air for multi-family residential. Five (5) detached garage buildings shall be permitted.

d. Minimum Yard Size and Setbacks

North Setback: 10 feet

South Setback: 25 feet

S. Ridgewood Ave. Setback: 50 feet

Jones Fish Camp Road Setback: 20 feet

Preservation/Pond Edge Setback: 25 feet

Building Separation: *

Maximum Height: 35 feet.

Parking: 1.5 spaces per unit plus 5% for visitors according to Table V-8 of the City's LDC.

*0' when attached, 10' for single story, 15' for two stories.

e. Trees

Tree Preservation Areas (TPA) as set forth in the Master Plan shall be utilized to meet the City's Minimum Tree Protection Requirements within the LDC. The TPA requirement may be met within the overall MUPUD rather than within each phase.

f. Landscaping and Irrigation

A ten (10) foot landscape buffer shall be provided along the North property boundary. Said buffer shall consist of two (2) canopy trees, three (3) understory trees, and twenty (20) shrubs for every one hundred (100) linear feet. In lieu of this required buffer, the development may utilize the existing vegetation, provided the existing vegetation is protected and no vegetation is removed during the development.

A fifteen (15) foot landscape buffer shall be provided along the South Boundary abutting the residential that have frontage on Jones Fish Camp Road. Said buffer shall consist three (3) canopy trees, three (3) understory trees, and thirty (30) shrubs for every one hundred linear feet and a 6-foot PVC fence or masonry wall.

The landscape buffer along S Ridgewood Avenue, referred as US Highway 1, shall conform to Article XX, Section 21-630.03. A twenty-five (25) foot wide landscape buffer shall be provided along S Ridgewood Avenue, referred as US Highway 1.

Canopy trees shall be defined as a tree with a caliper of 2.5” 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 2.5” 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.

Existing trees may be utilized in lieu of the required canopy trees within the landscape buffers, provided said trees are identified on the landscape plan and are protected with a protective barrier. An arborist report and tree survey shall be provided for the removal of any tree.

A minimum of 25% of the Property shall be required to meet the natural vegetation requirements of the City. Wet and dry ponds shall count towards required open space.

Landscaping and irrigation plans for common areas must be submitted with final construction plans. All future buffer maintenance responsibility will be that of the management company or a property owners association and shall comply with the LDC.

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

g. Amenities

- i. Developer shall construct an amenity center including a pool and two outdoor grills. The pool will be designed to meet the appropriate City, County and/or State requirements. One outdoor sports court shall be provided.
- ii. Developer shall provide a six (6) foot stabilized path along the largest water retention or water detention pond with a minimum of three (3) dog waste stations. Dog waste stations are defined as a structure that has dog waste bags with a trash receptacle.
- iii. Ownership and maintenance responsibility of all recreation/open space areas will be that of the Management Association or Property Owners Association, as applicable.

h. Roads/Driveway

Private roads or driveways within the project will have a minimum width of twenty feet (20’) with a two (2) foot-wide curb and gutter per side and constructed pursuant to the City’s Standard Details. Said roads shall be dedicated to the MA or the POA (as defined below), subsequent to final City inspection and by a final plat. A gated entrance shall be provided for the multi-family development at the entrance of US Highway 1 and the entrance at Jones Fish Camp Road. All gating shall comply with the requirements of the

City LDC. Emergency access for all gating 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. At each entrance and exit of the residential segments of the multi-family development, the development shall accommodate an area where the City or its contractors shall install at the cost of the developer license plate readers for public safety. In addition, the development shall pay for the annual cost associated with the leasing of said equipment for the duration of this agreement. Such road or driveway requirements may be modified based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements.

i. Signage

Signage will be located along the main entrance road, not within the right-of-way, and shall meet the current City LDC standards of Article XX. All future maintenance responsibilities will be that of the Management Association or Property Owner’s Association.

j. Mailboxes

Developer shall request approval from the United States Postal Service for the use of at least one (1) Centralized Mail Delivery System and shall provide a lighted pull-off access area for each.

k. Air Conditioning for the Units

The location(s) of air conditioning units and pads shall be determined during the construction plan review process.

l. Model Homes and Leasing Offices

A leasing office may be designated for use as a potential model home or sales office. Up to three (3) building lots may be designated for use as potential model home or temporary sales office lots. A model home may be used as a sales or leasing office from the time the plat is recorded until such time as the last lot is developed within the subdivision or final site plan is approved. Model home construction prior to plat recording or approval of a final site plan 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 Environmental Protection (FDEP), 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 sanitary sewer system has been completed and certified to FDEP. Temporary utilities, once inspected and approved by the city, shall be permitted until permanent utility connections are provided.

iv. Any Leasing 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/leasing office. Upon conversion of the model homes back to a multi-family dwelling, a new and permanent certificate of occupancy shall be issued upon completion reflecting the residential 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 roadway 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 leasing 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 "Leasing Center or Office".

2. Commercial/Mixed Use Area

a. Permitted Uses: The following uses shall be authorized on the Property:

- a. Hotel(s) or Resort(s).
- b. Restaurant(s).
- c. Boat Storage/Stack Storage (including multi-story stack and storage).
- d. Fuel Pumps.
- e. Boat Marina(s).
- f. Docks and Wet Slips.
- g. Retail Uses related to Boat Marina.
- h. All liquor sales or service and associated establishments (including for on-premises or off-premises consumption).
- i. Multifamily Residential.
- j. Townhomes.

Uses may be moved around or relocated from the locations as depicted on the Master Plan to other portions of the Property within the Commercial/Mixed Use Area, so long as the densities

and intensities related to said entitlement(s) are not increased. There shall be a minimum commercial area of 10,000 square feet, a maximum restaurant use of 28,000 square feet, and a maximum hotel occupancy by room of 390 rooms. Parking requirements within the Commercial/Mixed Use Area may be reduced by up to fifteen percent (15%) if a traffic study, reviewed and approved by City staff, supports such a reduction.

b. Maximum Densities and Standards

The maximum residential units (multifamily or townhome) permitted includes and shall not exceed 12 dwelling units per net acre as calculated by the LDC, within the Commercial/Mixed Use Area, for a maximum density of 60 residential units within the Commercial/Mixed-Use Area. Any residential units within the Commercial/Mixed Use Area may be developed as part of a mixed-use building, excluding any building over thirty-five (35) feet in height in accordance with the City of Edgewater's Charter. Said development may be developed independently, in which case the residential portion of the Commercial/Mixed Use Area development shall meet the following development standards:

i. Multi-Family Minimum Yard Size and Setbacks

North Setback: 15 feet
South Setback: 20 feet
Jones Fish Camp Road Setback: 20 feet
Preservation/Pond Edge Setback: 25 feet
Building Separation: *
Maximum Height: 35 feet
Parking: Shall meet the current City LDC

*0' when attached, 10' for single story, 15' for two stories or more.

ii. Platted Townhome Minimum Yard Size and Setbacks

Minimum lot area: 1,000 sf
Minimum lot width: 20 feet
MUPUD Perimeter Setbacks:
North Setback: 15 feet
South Setback: 20 feet
Jones Fish Camp Road Setback: 20 feet
Preservation/Pond Edge Setback: 25 feet

Minimum building setbacks for Interior Lots:

a. Front yard: 15 ft.
b. Rear yard: 10 ft.
c. Side yard:* 0 ft.
d. Between buildings
(side to side): 10 ft.
e. Between buildings
(front to front or rear to rear): 20 ft.

Minimum floor area: 600 sq. ft.

Maximum building coverage: 85 %
Maximum Height: 35 feet.

Parking: Shall meet the current City LDC

*0 ft. (when attached) or 5 ft. for single story and 7.5 ft. for two stories.

iii. Commercial Minimum Yard Size and Setbacks

Minimum Lot Area: 20,000 square feet

Minimum Width: 100 feet

Minimum Depth: 100 feet

North Setback: 30 feet

Jones Fish Camp Road Setback: 20 feet

Preservation/Pond Edge Setback: 25 feet

Eastern Boundary Sea Wall: 0'/10'

Building Separation:*

Maximum Height:

i. Dry storage or other commercial buildings: 45 feet

ii. Hotel: 60 feet (From the Right of Way (ROW) of Jones Fish Camp Road, the minimum setback shall be 20 feet for up to 35 feet in building height; a 25 foot setback for 36 feet in building height up to 40 feet in height; 30 foot setback for 41 feet to 50 feet in building height; and 40 foot setback for 51 feet to 60 feet in building height.)

Parking: Shall meet the current City LDC.

*0' when attached, 10' for single story, 15' for two or more stories.

There shall be no setbacks required internally, within the Commercial/Mixed Use Area, between commercial uses.

c. Boat Slip Allocation

City hereby allocates to Developer for use in the project a total of three hundred thirty-eight (338) dry boat slips, and twenty (20) wet boat slips, which Owner may construct, operate, and maintain on the Property. City's allocation of boat slips derives from the allocation of such slips under the Manatee Protection Plan. Once City provides such allocation to Developer/Owner, Owner shall be responsible for providing notice to, and securing any required approvals from, the County, SJRWMD, and other applicable governmental authorities (including Federal, State or Local) concerning the boat slips hereby allocated to Owner. Unused boat slips shall revert to the City if not used within 60 months of effective date of this MPUD. Per each three (3) boat slips, there shall be one (1) parking space.

d. Trees

Minimum Tree Preservation Areas as set forth in the Master Plan shall be utilized to meet the City's Minimum Tree Protection Requirements within the LDC. The TPA requirement may be met within the overall MUPUD rather than within each phase.

e. Landscaping and Irrigation

Landscaping and irrigation plans for common areas shall be submitted with final construction plans. A ten (10) foot landscape buffer shall be provided along the North property boundary. Said buffer shall consist of two (2) canopy trees, three (3) understory trees, and twenty (20) shrubs for every one hundred (100) linear feet. In lieu of this required buffer, the development may utilize the existing vegetation, provided the existing vegetation is protected and no vegetation is removed during the development.

A twenty (20) foot landscape buffer shall be provided along the South Boundary abutting Jones Fish Camp Road. Said buffer shall consist of a seven (7) foot strip of sod adjacent to the development's sidewalk or curb, then three (3) canopy trees, three (3) understory trees, and thirty (30) shrubs for every one hundred linear feet. A 6 foot privacy fence where parking or a building abuts Jones Fish Camp Road.

Canopy trees shall be defined as a tree with a caliper of 2.5" 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 2.5" 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.

Existing trees may be utilized in lieu of the required canopy trees within the landscape buffers, provided said trees are identified on the landscape plan and are protected with a protective barrier. An arborist report and tree survey shall be provided for the removal of any tree. All future buffer maintenance responsibility will be that of the Property Owners Association. A minimum of 25% of the Property shall be required to meet the natural vegetation requirements of the City. Wet and dry ponds shall count towards required open space.

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

f. Roads/Driveway

Private roads or drive within the Project will have a minimum width of twenty feet (20') of pavement with a two (2) foot curb and gutter per side and constructed pursuant to the City's Standard Details. Such road or driveway requirements may be modified based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements.

g. Entrance to Project

One (1) access to South Ridgewood Ave, and three (3) accesses to Jones Fish Camp Road, as shown on the Master Plan, shall be permitted. Other entrances or access points may be authorized on the Property by the City. The final locations of access points may be modified based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements.

h. Signage

Signage will be located along the main entrance road on Jones Fish Camp Road, not within the right-of-way, and shall meet the current City LDC. All future maintenance responsibility will be that of the Property Owners Association. Additional signage may be permissible as agreed to by the City.

5. MANAGEMENT ASSOCIATION/PROPERTY OWNERS ASSOCIATION

The Developer shall provide for a management association (MA) for the Residential/Multi-Family Area for the purpose of maintaining the property and enforcing applicable covenants and restrictions. The Developer shall establish a Property Owners Association (POA) for the Commercial Area for the purpose of maintaining the property and enforcing applicable covenants and restrictions.

The Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws for the POA will be recorded in the public records of Volusia County at the time the final plat is recorded or the final site plan is approved.

6. FUTURE LAND USE AND ZONING DESIGNATION

The Future Land Use designation is Mixed-Use with Conservation Overlay and the zoning designation is MUPUD (Mixed-Use Planned Unit development) as defined in the City LDC and is consistent with the adopted Comprehensive Plan/Future Land Use Map. The following tables provide a summary of the Future Land Use and Zoning entitlement and allocation within the project:

Mixed Use - Community Center Summary of Allowable Entitlements

Project Site	Acres	Allowable Density Units/Acre	Total Units	Allowable Intensity Floor Area Ratio (FAR)	Total Square Feet
Gross	36.396				
Wetlands	1.93				
Net Development Area	34.466				
Residential Units (60%)	20.68	12	248		
Commercial (40%)	13.79			0.5	300,268

Project Site Allocation of Entitlements

	Residential Acreage	Maximum Units Residential	Commercial Acreage	Maximum Square Footage Commercial
Residential/ Multi-Family	17.82	188	0	0
Commercial/ Mixed-Use	2.86	60	13.79	300,268
Total	20.68	248	13.79	300,268

7. PUBLIC FACILITIES

All utility services shall be underground. Off-site improvements are the Developer's responsibility and shall be required at the time of Final Plat or Site Plan approval and City inspection approval and shall meet all City, County and/or State requirements and approval.

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

Provided the record Owner(s) of all affected parcels so consent or direct, City will allow site improvements and infrastructure (including without implied limitation stormwater drainage improvements, vehicular and pedestrian access, and utilities improvements) to be shared by multiple phases.

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: For that portion of the development west of Alice Street, Developer agrees to connect to and utilize the City of Edgewater water distribution system at the nearest point of connection. For that portion of the development east of Alice Street, Developer agrees to connect to and utilize the City of Edgewater water distribution system at the nearest point of connection. An emergency interconnection between the two systems shall be installed in the vicinity of Alice Street, with valves which can be shut during normal operation. All water distribution systems shall be "looped" where possible in the sole determination of the respective Utility Provider 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 respective Utility Provider by Bill of Sale in a form reasonably acceptable to said Utility Provider prior to or at the 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 Utility Provider signs the FDEP and/or DOH Water Application.
- b. Sewage Collection and Transmission System: For that portion of the development west of Alice Street, Developer agrees to connect to and utilize the City of Edgewater wastewater transmission and collection system at the nearest point of connection. For that portion of the development east of Alice Street, Developer agrees to connect to and utilize the City of Edgewater 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 respective Utility Provider by Bill of Sale in a form reasonably acceptable to said Utility Provider prior to or at the time of platting or in accordance with the

requirements contained in the Land Development Code as it relates to performance bonds. 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 Property Owner's Association (POA) or Management Association (MA) for the Residential/Multi-Family Area and the Property Owner's Association (POA) for the Commercial/Mixed Use Area. 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. 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.

- 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. Water will be provided initially by onsite irrigation wells 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 reclaimed water is provided to the area the development must convert irrigation systems to the reclaimed water system within 30 days of availability. Onsite irrigation system to remain property of MA/POA, with single point of connection to (future) City reclaimed water utility.
- e. Pavement Markings and Signage. Developer shall install all required pavement markings and signage (stop signs, road signs, etc.) within the development. 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. All signs shall be maintained by the MA or POA for the Residential/Multi-Family Area and the POA for the Commercial/Mixed Use Area.
- f. Sidewalks. A five-foot (5') wide public sidewalk shall be installed by the Developer in all common areas and right of ways within the development, and a five-foot (5') wide sidewalk shall be installed by individual builders on each lot prior to issuance of Certificate of Occupancy by the City of Edgewater for that lot. Sidewalks along common areas and right of ways 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 Developer will install the remaining sidewalks.

g. Recreation and Open Space.

- i. A minimum of 25% of the residential development within Residential/Multi-Family Area shall be dedicated to open space, as defined in the LDC, if the project is phased, a minimum of 25% of each residential phase within the Residential/Multi-Family Area shall be dedicated to open space, as defined in the LDC.
- ii. Developer shall construct an amenity center including a pool and common accessory uses to the same. The pool will be designed to meet the appropriate City, County and/or State requirements.
- iii. Developer will provide a mulched path as a passive amenity as shown on Exhibit B - Master Plan.
- iv. Ownership and maintenance responsibility of all recreation/open space areas will be that of the Management Association or Property Owners Association, as applicable.

8. 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 shall be paid to County by applicant with proof of payment provided to the City prior to a Building Certificate of Occupancy, as applicable.

9. BONDS

Performance Bond: If the applicant desires to plat the proposed subdivision prior to the completion of improvements, surety in the form of a performance bond, letter of credit, trust, deed or escrow agreement approved by the City Attorney shall be delivered to the City and recorded with the Clerk of the Circuit Court of Volusia County. Such surety shall be one hundred thirty percent (130%) of the cost to complete all required improvements, such as streets, sidewalks, and utilities. Cost estimates of work to be completed shall be provided by the applicant no less than 30 days prior to the issuance of the Performance Bond; the amount and method of estimating shall be corroborated by the City Manager and the Environmental Services Director prior to acceptance. Construction of the stormwater management system, including associated grading and stabilization, must be complete prior to Final Plat and cannot be bonded against for uncompleted work. The surety shall be conditioned upon the faithful performance by the applicant of all work required to complete all improvements in the subdivision or unit division thereof, in compliance with this agreement and shall be payable to and for the indemnification of the City of Edgewater. Once the work is completed, certified by the regulatory agencies and accepted by the City Engineer and the Environmental Services Director, the performance bond instrument shall be released to the developer. Maintenance Bond: A maintenance bond in the amount of ten percent (10%) of the total cost of all required street, sidewalk, utility and drainage improvements shall be posted as a condition to final plat approval by the City Council. Such maintenance bond will be returned to the applicant at the

end of two (2) years from the date of final inspection and approval of the required improvements by the City.

10. 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.

11. 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 - Subdivision Preliminary and Final Plat Approval, Subdivision Construction 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 final plat related to the development, including recording fees.

12. DEDICATION OF LAND FOR PUBLIC PURPOSES

The Developer shall convey to the City, by limited 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 their respective Utility Provider, whether to Volusia County utilities or to City of Edgewater utilities.

13. 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.

14. 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.

15. 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 concerning this Agreement shall be considered final agency action, appealable to a court of competent jurisdiction.

16. 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.

17. 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.

18. 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.

19. 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.

20. APPLICABLE LAW

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

21. TIME OF THE ESSENCE

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

SIGNATURE BLOCKS BEGIN ON THE FOLLOWING PAGE

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 Zlotnick, CMC

City Clerk

By: _____

Mayor

Witnessed by:

OWNER

By _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2023, by _____, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Stamp/Seal

Witnessed by:

OWNER

By _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2023, by _____, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Stamp/Seal

EXHIBIT "A"
LEGAL DESCRIPTION

(OMNI DEVELOPMENT LLC)

ALL OF LOTS 13, 14, 15, 16, THE EAST 100 FEET OF LOT 25, ALL OF LOTS 26, 27, A PORTION OF LOT 28, THE VACATED PORTION OF NELLIE STREET, PER O.R. BOOK 5840, PAGE 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE VACATED PORTION OF ALICE STREET, PER O.R. BOOK 5840, PAGE 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL IN THE PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE SOUTH 100 FEET OF LOT 6, THE PLAT OF RIVERFRONT ESTATES AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6, PLAT OF RIVERFRONT ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N23°00'28"W ALONG THE WESTERLY LINE OF SAID LOT 6 ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (200' R/W), 100.21 FEET TO THE NORTHERLY LINE OF THE SOUTH 100 FEET OF SAID LOT 6; THENCE DEPART SAID WESTERLY LINE N68°36'30"E ALONG THE NORTHERLY LINE OF THE SOUTH 100 FEET OF SAID LOT 6, A DISTANCE OF 1550.98 FEET; THENCE DEPART SAID NORTHERLY LINE S17°59'27"E, 221.51 FEET; THENCE S18°30'32"E, 175.51 FEET; THENCE S15°36'53"E, 170.49 FEET; THENCE S17°57'04"E, 116.71 FEET; THENCE S29°04'41"E, 48.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 28, PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF JONES FISH CAMP ROAD (PLATTED THOMAS STREET) (60' R/W); THENCE S69°37'39"W ALONG SAID SOUTHERLY LINE OF SAID LOT 28 AND THE SOUTHERLY LINE OF SAID VACATED PORTION OF ALICE STREET AND THE SOUTHERLY LINE OF SAID LOT 25, A DISTANCE OF 231.45 FEET TO THE WESTERLY LINE OF THE EAST 100 FEET OF SAID LOT 25; THENCE DEPART SAID SOUTHERLY LINE N22°56'31"W ALONG THE WESTERLY LINE OF THE EAST 100 FEET OF SAID LOT 25, A DISTANCE OF 226.37 FEET TO THE SOUTHERLY LINE OF SAID LOT 26; THENCE S68°36'34"W ALONG THE SOUTHERLY LINE OF SAID LOTS 26, 16, 13 AND THE SOUTHERLY LINE OF THE SAID VACATED PORTION OF NELLIE STREET, 959.76 FEET TO THE WESTERLY LINE OF SAID LOT 13; THENCE N22°59'09"W ALONG WESTERLY LINE OF SAID LOTS 13 AND 14, A DISTANCE OF 400.43 FEET TO THE SOUTHERLY LINE OF SAID LOT 6, PLAT OF RIVERFRONT ESTATES; THENCE S68°36'30"W ALONG SAID SOUTHERLY LINE OF LOT 6, A DISTANCE OF 300.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

(OMNI DEVELOPMENT LLC)

LOTS 1, 2 AND 3, PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

LOT 3, LESS THE EASTERLY 100 FEET THEREOF, RIVERFRONT ESTATES UNIT NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 31, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

THE EASTERLY 100 FEET OF LOT 3, RIVERFRONT ESTATES UNIT NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19. PAGE 31, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:

A PORTION OF LOT 2, RIVERFRONT ESTATES UNIT NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19. PAGE 31, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1, ALSO KNOWN AS SOUTH RIDGEWOOD AVENUE (HAVING A RIGHT OF WAY WIDTH OF 175 FEET AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79014112) 275, WITH A LAST REVISION DATE OF JANUARY 7, 1997), THENCE NORTH 22°59'10" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 82.01 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 68°02'26" EAST, A DISTANCE OF 300.28 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 22°58'58" EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 85.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 68°46'45" WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 300.37 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT

PER CIRCUIT COURT MINUTE BOOK 50, PAGE 238 AND CIRCUIT COURT MINUTE BOOK 74, PAGE 216.

TOGETHER WITH

(INDIAN RIVER SHORELINE LLC)

A PORTION OF LOT 28, ALL OF LOTS 31, 32, A PORTION OF LOTS 35 AND 36, THE PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE SOUTH 100 FEET OF LOT 6, THE PLAT OF RIVERFRONT ESTATES AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6, PLAT OF RIVERFRONT ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N23°00'28"W ALONG THE WESTERLY LINE OF SAID LOT 6 ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (200' R/W) A DISTANCE OF 100.21 FEET; THENCE DEPART SAID WESTERLY LINE N68°36'30"E ALONG THE NORTHERLY LINE OF THE SOUTH 100 FEET OF SAID LOT 6, A DISTANCE OF 1550.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID NORTHERLY LINE N68°36'30"E, A DISTANCE OF 950.00 FEET TO THE MEAN HIGH WATER LINE OF THE INDIAN RIVER, THENCE ALONG THE SAID MEAN HIGH WATER LINE S28°11'26"E, 3.24 FEET; THENCE S40°06'51"E, 70.22 FEET; THENCE S45°37'41"E, 66.70 FEET; THENCE S48°30'34"E, 50.57 FEET; THENCE S62°36'48"E, 28.25; THENCE S46°54'54"E, 51.67 FEET; THENCE S27°34'56"E, 47.56 FEET; THENCE S35°08'42"E, 42.90 FEET; THENCE S15°49'21"E, 15.38 FEET; THENCE S31°23'17"E, 42.61 FEET; THENCE 23°23'41"E, 39.91 FEET TO THE NORTHERLY LINE OF RIVER COLONY AS RECORDED IN MAP BOOK 55, PAGE 39, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPART SAID MEAN HIGH WATER LINE S69°10'20"W ALONG SAID NORTHERLY LINE A DISTANCE OF 553.12 FEET TO THE WESTERLY LINE OF SAID RIVER COLONY; THENCE ALONG SAID WESTERLY LINE S22°58'23"E, A DISTANCE OF 320.04 FEET TO THE SOUTHERLY LINE OF LOT 32, PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF JONES FISH CAMP ROAD (PLATTED THOMAS STREET) (60' R/W); THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 32, 31 AND 28 AND THE SAID NORTHERLY RIGHT OF WAY LINE S69°37'39"W, 528.61 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE N29°04'41"W, 48.78 FEET; THENCE N17°57'04"W, 116.71 FEET; THENCE N15°36'53"W, 170.49 FEET; THENCE N18°30'32"W, 175.51 FEET; THENCE N17°59'27"W, 221.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

(INDIAN RIVER SHORELINE LLC)

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 AND TRACTS A, B, AND C, RIVER COLONY, AS RECORDED IN MAP BOOK 55, PAGE 55, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

(CITY OF EDGEWATER, FLORIDA)

TRACT D, RIVER COLONY, AS RECORDED IN MAP BOOK 55, PAGE 55, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B" MASTER PLAN

