

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) AGREEMENT
EDGEWATER 137 PROPERTY

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 by and between, the CITY OF EDGEWATER, FLORIDA, a municipal corporation, whose mailing address is P.O. Box 100, 104 N. Riverside Drive, Edgewater Florida 32132, (hereinafter referred to as "City") and, Holiday Builders, Inc., a Florida Corporation (herein after referred to as "Owner" or "Developer"). The purpose of this Agreement is to define the terms and conditions granting the development approval of the subject property.

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

1. LEGAL DESCRIPTION AND OWNER

The land subject to this Agreement is approximately 136.47± acres located at South Ridgewood Avenue / U.S. Highway 1, in Edgewater, Volusia County, Florida. The legal description of the property is attached hereto as **Exhibit "A" - Legal Description**. The record owners of the subject property are Booker St LLC., a Florida Limited Liability Company, 483 Clinton Cemetery, LLC., a Florida Limited Liability Company, Relocation Rd., LLC., a Florida Limited Liability Company, and South Ridgewood Avenue, LLC., a Florida Limited Liability Company.

2. DURATION OF AGREEMENT

The duration of this Agreement shall be thirty (30) years and run with the land. The Developer shall commence construction as defined by the Master Plan, dated January 22nd, 2026, (**Exhibit "B"**) within twenty-four (24) months of the effective date of this Agreement. Developer's failure to commence construction within the timeframe identified herein shall result in the City's

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104 N. Riverside Drive,
Edgewater, FL 32132

termination of this Agreement. The Agreement may be extended by mutual consent of the governing body and the Developer, subject to a public hearing. Commencement of construction means to begin performing onsite modification, fabrication, erection or installation of a treatment facility or a conveyance system for the discharge of wastes and on-site modification, fabrication, erection or installation of a treatment facility or a transmission system for the conveyance of potable water. Land clearing and site preparation activities related to this construction are not included herein; however, before undertaking land clearing activities, other permits for stormwater discharges from the site may be required. Final approval shall include, but not be limited to utilities, stormwater, traffic, fire rescue, hydrants, law enforcement, environmental, solid waste containment, and planning elements.

3. OVERALL SITE DEVELOPMENT STANDARDS & CONDITIONS

Minimum Open Space:

30% (shall include any areas utilized for stormwater treatment, active recreation amenities, wetland buffers, and landscape buffers not consisting of impervious surface).

Trees:

Minimum Tree Protection Requirements shall be fifteen (15) percent and may be calculated across all three phases. Preservation Areas depicted on the Master Plan may be utilized to meet said requirements.

Landscape Buffer:

The western, and northern, landscape buffers shall be natural and shall be a minimum width of thirty (30) feet. No clearing or grading shall be allowed in these landscape

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104 N. Riverside Drive,
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buffers, other than what is allowed as part of the stormwater permitting requirements. A stormwater swale shall convey any runoff stormwater from the fill slope to the master stormwater system. The swale shall commence on US1 along the southern boundary of the commercial property and run west to the residential portion. Said swale shall then run south along the eastern property of the residential component then into the designed stormwater system to outfall into the legal positive outfall location. Said swale shall be used as added protection for the applicant's use of fill for adjacent property owners during intense rain events.

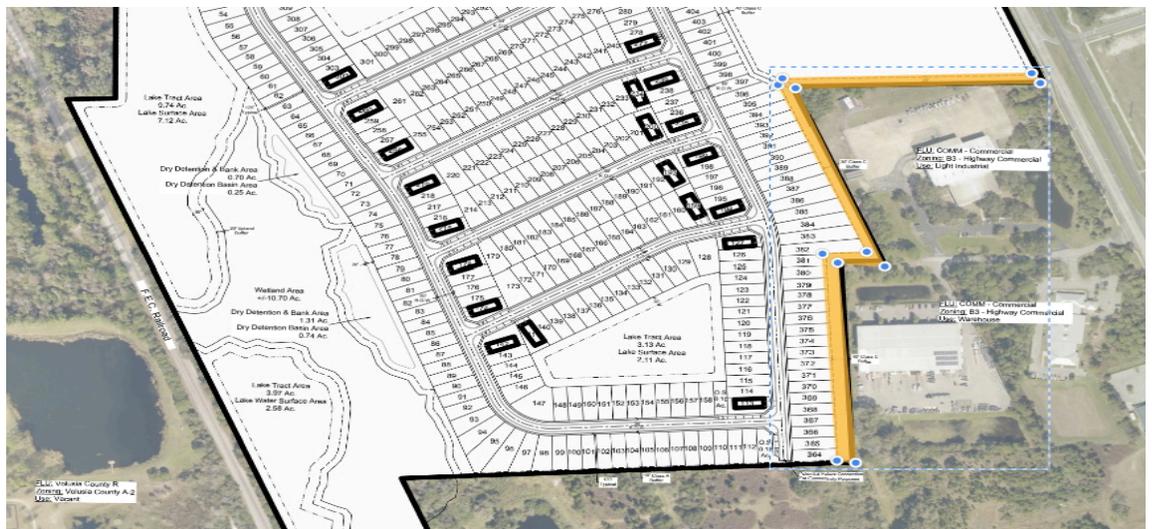


Figure 1: Stormwater Landscape Swale

Canopy trees shall be defined as a tree with a caliper of 2.5”, ten (10) feet in height at the time of planting and shall grow

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

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

Stormwater detention ponds, commonly referred to as “wet ponds” shall be planted with Florida native vegetation in the littoral zone. The littoral zone is defined as a shallow down-sloping shelf of a lake or pond. Planted littoral shelf (PLS). The following features are considered sufficient to mimic the function of natural systems, improve water quality and provide habitat for a variety of aquatic species, including wading birds and other waterfowl. The PLS shoreline length must be calculated at 25 percent of the total linear feet of the lake at control elevation. The PLS should be concentrated at one location of the lake, preferably adjacent to a preserve area, to maximize its habitat value and minimize maintenance efforts. The required PLS may be divided and placed in multiple locations as long as no PLS area is smaller than 1,000 square feet. The PLS may be located adjacent to control structures and pipe outlets or inlets to

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City of Edgewater
104 N. Riverside Drive,
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maximize water quality benefits and not impede flow. The PLS must be designed to include a minimum of a 20-foot-wide littoral shelf. A detailed cross section of the PLS must be depicted on the approved development order plan. Herbaceous plants must be selected based upon the expected water level fluctuations and maximum water depths in which the selected plants will survive. The PLS areas must be planted with at least eight (8) different native herbaceous plant species. The required number of herbaceous plants is calculated based upon placement spaced two-foot on center for the total area encompassed by the PLS. The PLS must be planted with minimum two-inch liner container herbaceous plants. The total number of plants for the PLS may be calculated by taking the total linear feet of shoreline multiplied by 25 percent, then multiplied by the 20-foot-wide shelf and divided by four to obtain the two-foot on center spacing. Native wetland trees may be substituted for up to 25 percent of the total number of herbaceous plants required. One tree (minimum ten-foot height; two-inch caliper, with a four-foot spread) may be substituted for 100 herbaceous plants. Wetland Trees shall adhere to the canopy tree requirements within this

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

agreement.



Figure 2: Littoral Shelf

Photometric Plan/Lighting:

A photometric plan shall be provided with each site plan for each phase. Each photometric plan shall demonstrate 0.0 lumens at the property boundaries when adjacent to residential properties. Street lights and lights on the buildings shall be downward facing and shielded to direct light downward instead of outward. Up lighting shall only be permitted on the front façade of buildings facing US1, monument signs, and the landscape buffers along US1.

Signage:

Each phase has a specific number of allowable monument signs. Signage shall conform to the current regulations within the Land Development Code.

Architecture:

All building facades and renderings shall be submitted for

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

each site plan and with every preliminary plat in every phase.

A two (2) acre out parcel shall be provided for a City Fire Station. The first submitted final plat shall transfer ownership to the City of Edgewater for the two (2) acre out parcel. The two (2) acre out parcel shall not be impact fee creditable. Utility stub outs shall be provided immediately adjacent to the fire station parcel for water, sewer, and electric. The two (2) acre fire station outparcel shall be cleared and graded by the developer. The City shall procure the necessary tree survey for the two (2) acre fire station outparcel concurrently with the Developer's first preliminary plat submittal. The Developer shall ensure that the flood study encompasses the two (2) acre fire station outparcel. The fire station outparcel shall have two access points, one from Booker Street and one from the internal public road of the subdivision.

4. 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 Land Development Code. The City of Edgewater's permitted uses for MUPUD (Mixed Use Planned Unit Development) are applicable to the development of the property and consistent with the adopted Comprehensive Plan/Future Land Use Map.

5. PUBLIC FACILITIES

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

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

improvements, utilizing a performance bond or letter of credit, at on hundred thirty percent (130%) is allowed should applicant desire to plat prior to the installation of required improvements.

- c. All infrastructure facilities and improvements shall be constructed in compliance with applicable federal, state, and local standards.
- d. A concurrency review shall be conducted to ensure that all required public facilities are available concurrent with the impacts of the development.
- e. Developer, at the time of development, shall provide all public facilities to support this project including the following:
 - i. Water Distribution System including fire hydrants. Developer agrees to connect to and utilize the City's or County's water distribution system. Developer agrees to connect to the City's or County's potable water system at nearest point of connection. All water distribution systems shall be "looped" wherever possible in order to prevent any future stagnation of water supply. All water main distribution system improvements will be installed by the Developer and conveyed to the City by Bill of Sale in a form acceptable to the City or County and dedicated to the City or County prior to or at time of platting or in accordance with the requirements contained in the Land Development Code as it relates to performance bonds.
 - ii. Sewage Collection and Transmission System. Developer agrees to connect to and utilize the City's or County's wastewater transmission and collection system. All wastewater collection and transmission system improvements will be installed by the Developer and conveyed to the City or County by

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

Bill of Sale in a form acceptable to the City and dedicated to the City prior to or at the time of platting.

- iii. Stormwater collection/treatment system, including outfall system. The retention and detention pond(s) shall meet the requirements for the St. Johns River Water Management District and the City of Edgewater LDC. The pond(s) will be owned and maintained by the Homeowners Association (HOA). Developer is required to provide an outfall to a publicly owned or controlled drainage conveyance system, and obtain an off-site drainage easement space if necessary. The on-site 100-year flood elevation shall be established to the satisfaction of the Flood Plain Manager or FEMA. Compensatory Storage shall be provided for per the requirements set forth in Article IV (Resource Protection Standards) of the LDC, as may be amended from time to time. The development shall adhere to standards beyond the land development code including utilizing a 100 year, 24 hour storm event through a closed basin analysis. Only after the 100 year storm has been completely retained, shall the applicant be allowed to discharge into a public conveyance system. The applicant understands that a flood study shall be required by Volusia County and will be a requirement for preliminary plat and construction plan approval. A stormwater swale shall be provided along the eastern property boundary, not encumbered by fill, adjacent from the commercial and residential areas of development that will convey runoff to the master stormwater system.

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

- iv. Reclaimed Water Distribution System. Developer agrees to connect to and utilize the City's reclaimed water distribution system at the nearest point of connection. All reclaimed water distribution improvements will be installed by the Developer and conveyed to the City by Bill of Sale in a form acceptable to the City and dedicated to the City prior to or at the time of platting. Should reclaim water not be within five hundred (500) feet of the property boundaries, the developer shall have the right to extend the line, based upon a proportionate share agreement or shall have the option to install irrigation wells until service becomes available. City staff encourage the applicant to utilize the wet ponds as their irrigation source to further the goals of nutrient removal.
- v. All required pavement marking and signage (stop signs, road signs, etc.) within the Subdivision. All permanent markings and signage shall comply with Florida Department of Transportation (FDOT) standards. Enhanced special signage may be used if it meets FDOT standards and approved by the City.

6. RESIDENTIAL DEVELOPMENT STANDARDS

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

- a. Unit Count

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

Based on Final Subdivision Plan approval, the total number of units may vary, but the maximum residential units permitted shall not exceed 450 dwelling units. The Master Plan depicts 329 dwelling units. The general location of the residential dwelling units shown on the Concept Plan may be reconfigured without amendment to this Agreement so long as the maximum number of residential units stated above is not exceeded.

b. Minimum Lot Size

Single-Family Residential

Area: 6,000 sq. ft.

Width: 50 ft. Minimum

Depth 120 ft.

Max Height: 35 ft.

c. Minimum House Square Footage

The minimum gross house square footage for single-family units shall be at least 1,300 square feet living area under air, with a minimum of a two (2) car garage. Carports will not be permitted for any units.

d. Minimum Yard Size and Setbacks

Single-Family Residential

Front: 25 ft.

Rear: 15 ft.

Side: 5 ft.

Side (Corner) – Street: 10 ft.

Driveway Width: 18 ft.

Building Separation: 10 ft.

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

Max Building Coverage:	50%
Max Impervious Coverage:	75%
Swim Spa Or Spa:	5 ft. Rear Setback 8 ft. Side Setback 5 ft. Setback From Principle Structure
Screen Enclosure	0 ft. Rear Setback 5 ft. Side Setback

e. Trees

Minimum Tree Protection Requirements within the current LDC shall be met; Preservation Areas depicted on the Master Plan may be utilized to meet said requirements within the protected wetlands. One (1) canopy tree shall be placed in the rear yard, and one (1) understory tree shall be placed in the front yard per single family lot. Historic trees may be removed and approved administratively if the applicant pays a fee of one hundred (\$100) dollars per caliper inch to the City of Edgewater's Tree Mitigation Fund or the developer plants an additional three (3) canopy trees per each historic tree removed.

f. Landscaping and Irrigation

Landscaping and irrigation plans for common areas must be submitted with final construction plans and shall comply with the current LDC. Common areas and the entrance area shall be irrigated. All irrigation must comply with all Volusia County Water Wise Landscape Irrigation Standards. Stormwater drainage easements leading from water retention or water detention ponds that have an active recreation component such as an improved trail shall be landscaped with native Florida vegetation composed of a minimum of five (5) different shrub

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

species at one shrub per five (5) linear feet on either side of the easement to create a visual walkway. Visual walkway area, and associated landscaping, shall not impose a reduction in the side yard or the side yard setback of a single family detached home; nor the ability for a homeowner to install a fence.

- vi. Recreation and Open Space. Several passive recreation areas will be provided to serve the residents as depicted on Exhibit “B” Master Plan. One (1) recreation area will include parking and amenities center, with a pool and cabana, grill, and trash receptacles as depicted on the Master Plan. The pool shall have a minimum occupancy of fifty (50) persons. Dog trash receptacles with waste bags shall be placed throughout the community every seven hundred and fifty linear feet. A minimum of 30% of the property shall be designed as open space. Ownership and maintenance responsibility of all recreation/open space areas will be that of the Homeowner’s Association.

- g. Roads and Parking

Roads within the project shall have a minimum right-of-way of fifty feet (50’), including twenty feet (20’) of pavement with a two (2) foot Miami curb and gutter per side and constructed pursuant to the City’s Standard Details. Said roads shall be dedicated to the public subsequent to final City inspection and by a final plat. Five (5) speed tables shall be installed by the Developer at intersections to decrease the likelihood of speeding throughout the development as shown in the image below as the highlighted intersections. The final plat shall require the speed tables to be the responsibility of the HOA to maintain.

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

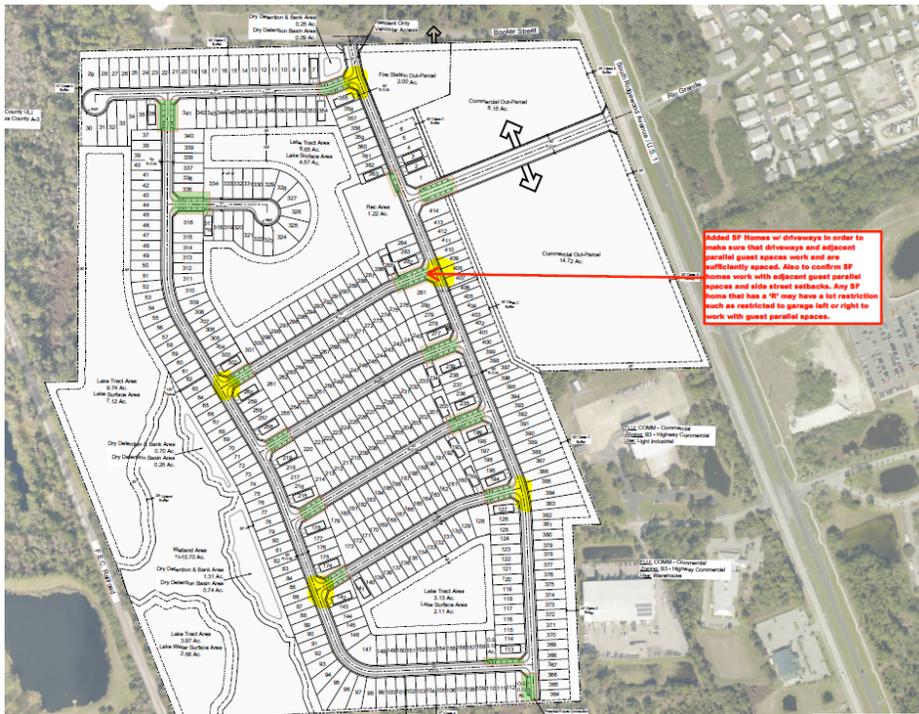


Figure 3: Five Speed Tables

Single Family homes shall have a minimum of a two (2) car garage and two (2) car driveways. Guest parking shall be provided at a rate of one (1) guest space per four (4) dwelling units. Parallel guest parking areas will be provided within road right of way at a minimum dimension of ten (10) - feet by twenty - two (22) – feet as depicted on the concept plan. Connectivity with adjacent parcels, with compatible and complimentary uses may be required and shall be memorialized at final site plan and construction plan approvals. The centralized mailbox location shall provide a minimum number of parking spaces equivalent to two point five (3.5%) of the total unit count. The recreation center shall provide a minimum number of parking spaces equivalent to three point five percent (4.5%) of the total unit count. Should the centralized mailbox location be combined with the recreation amenity center, then the developer shall provide parking spaces equivalent to five percent (7%) of the total unit count. A school bus designated loading

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

space shall be accommodated within the development. Adjacent to said school bus loading space shall be a covered, protected, shelter bus bench stop with a water fountain.

- i. Sidewalks. A five-foot (5') public sidewalk to be installed by the Developer on all common areas within the development and five-foot (5') sidewalks to be installed by individual homes prior to issuance of Certificate of Occupancy by the City of Edgewater. Sidewalks along common areas shall be constructed and approved by the City prior to issuance of the first Certificate of Occupancy for the development. Developer shall provide a bond or surety in a form acceptable to the City in the amount as stated per the current fee resolution per lineal foot for two (2) years. If sidewalks are not completed within two (2) years, the Developer will install the remaining sidewalks.
- ii. Streetlights and Residential Outdoor Lights. Streetlights shall be installed by the Developer at all entrances and intersections and shall meet the requirements set forth in the LDC prior to issuance of the Certificate of Occupancy on the first dwelling unit. Streetlights and residential outdoor lights shall adhere to the principles of dark sky and shall only utilize fixtures that direct light downward and not outward. The HOA will be responsible for the streetlights; including payment to Florida Power and Light for maintenance and power consumption.

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

h. Entrance to Subdivision

One (1) main entrance from South Ridgewood Avenue / U.S. 1 and one (1) secondary access point for resident ingress and egress only (no guest access), as well as for emergency vehicles onto Booker Street, per the Master Plan, shall be permitted for accessing the development.

i. Signage

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

j. Mailboxes

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

k. Air Conditioning

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

l. Easements

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

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

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

m. Model Homes and Temporary Sales Offices

Three (3) single-family lots, may be designated for use as potential model homes and units or temporary sales office. A model home or unit may be used as a sales office from the time the plat is recorded until such time as the last lot or unit, as the case may be, is developed within the project. Temporary structures, such as trailers, recreational vehicles, and the like may be permitted as a temporary sales office while a model home or unit is under construction. Such temporary office shall only be permitted for an interim period not to exceed 120-days or until completion of the first model home, whichever occurs first. Model home or unit construction prior to plat recording shall only be allowed upon compliance with the following requirements:

- i. Provision for fire protection, including testing and approval of the water system by the Florida Department of 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 potable water and 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 Sales Center shall provide handicap accessible restrooms.

Additional requirements, restrictions and conditions may be imposed by the City to address specific site or project concerns. A Certificate of Completion issued as provided in the Florida

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

Building Code shall be deemed to authorize limited occupancy of the model home/sales office.

Upon conversion of the model home or unit back to a living unit, a new and permanent certificate of occupancy shall be issued upon completion reflecting the dwelling classification.

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

- i. The maximum height of any temporary flags shall be eight feet (8') with a maximum size of fifteen (15) square feet.
- ii. The number of temporary flags shall not exceed four (4) and shall be permitted on private/common property and prohibited in the right of way area and site triangle area as outlined in the Land Development Code, Section 21-38.03.
- iii. Each model home may have a ground-based sign, not exceeding 20 square feet with a maximum height of eight (8) feet, indicating "Model Home".
- iv. Each sales office may have a maximum of two (2) flags or signs not exceeding fifteen (15) square feet each in area with a maximum height of eight (8) feet indicating "Sales Center".
- v. Temporary event signs shall be allowed on private/common property within the Development for special builder sale events, including but not limited to a "parade of homes" or similar sales promotion. Such temporary signage shall be erected for no more than 72 hours. A maximum of two special builder events shall be allowed in any calendar quarter.
- n. Homeowners Association

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

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

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

7. COMMERCIAL DEVELOPMENT STANDARDS

Commercial Out - Parcels

Based on Final Site Plan approval, the commercial / non - residential square footage may vary, but the maximum commercial / non - residential square footage permitted shall not exceed 454,548 square feet per net acre (20.87 acre) or 0.5 maximum floor to area ratio (F.A.R.). The Commercial Outparcels shall meet the requirements of Article XX for the Ridgewood Corridor.

Minimum Commercial Standards

Front:	40 ft.
Rear:	25 ft.
Side	25 ft.
Maximum Height:	45 ft.
Maximum Building Coverage:	40%
Maximum Impervious Coverage:	75%

i. Permitted Uses within Commercial Out-Parcels

The following uses are permitted in the Commercial Out-Parcels: All uses within the B-3, Highway Commercial Zoning district in addition to Contractor Flex Space with

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

an Office shall be permitted uses in the commercial portion of the development. Outdoor Covered Boat and RV Storage shall be restricted as a permitted use by right to the six acre commercial outparcel. The RV Storage, located within the six acre commercial outparcel, shall be sufficiently buffered to inhibit views from the primary spine road off of South Ridgewood Avenue / U.S. 1. See Landscaping and Irrigation Section below for details.

ii. Restricted Uses within Commercial Out - Parcels

No adult entertainment uses or activities, antennas, dispensing facilities, night club / lounge bar, pawn shop, car washes, smoke shops, Dollar Stores, Dollar Generals and satellite dishes are prohibited.

a. Landscaping and Irrigation

Landscaping and irrigation plans for common areas must be submitted with final construction plans and shall comply with the current LDC, unless otherwise specified in this section. Common areas and the entrance area shall be irrigated. All irrigation must comply with all Volusia County Water Wise Landscape Irrigation Standards. A six foot vinyl fence shall be installed in front of the landscape buffer on the rear property boundary abutting residential.

A twenty (20) - foot landscape buffer shall be installed on the north side of the primary spine road off of South Ridgewood Avenue / U.S. 1 to visually buffer RV Storage area. This landscape buffer shall include a two (2) - foot berm, along with tiered landscaping including a consistent six (6) - foot hedge.

b. Roads and Parking

The main entrance road shall align with Rio Grande across US 1. Said main entrance road shall have a minimum right-of-way Roads within the project shall have a minimum right-of-way of eighty feet (80') including forty eight feet (48') of pavement with a F-Type curb and gutter

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

constructed pursuant to the City's Standard Details. Said road shall be dedicated to the public subsequent to final City inspection and by a final plat. Roads within the Commercial Out-Parcels shall be private. Connectivity with adjacent parcels, with compatible and complimentary uses, is highly recommended and shall be memorialized at final site plan and construction plan approvals.

c. Entrance to Commercial Development

One (1) main entrance from South Ridgewood Avenue / U.S. 1.

d. Signage

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

e. Mailboxes

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

f. Easements

Easements for public utilities shall be dedicated to the City and any other public utility provider. Developer agrees to provide, at no cost to the City, all required utility easements (on and off-site) for drainage and utility service consistent with this Agreement.

8. IMPACT FEES

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

- a. Impact Fees shall be paid at the time of building permit issuance for each dwelling unit at the rate in effect at that time.

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

- b. Volusia County Road and School Impact fees shall be paid to the County by applicant with proof of payment provided to the City prior to a Building Certificate of Occupancy.

9. BONDS

A Performance Bond is required at the time of Final plat, or other acceptable financial instrument such as a Letter of Credit, may be accepted. The performance bond shall be 130% of the costs of all remaining required improvements.

A Maintenance Bond equal to 10% of the cost of the infrastructure improvements shall be provided to the City upon release of the performance bond. The Maintenance Bond shall be in effect for a two (2) year period from the date of completion of the public facilities. Public facilities include roads, curb and gutter, stormwater systems, public utilities, sidewalks, landscaping.

A Performance Bond is required at the time of Final plat, or other acceptable financial instrument such as a Letter of Credit, may be accepted. The performance bond shall be 130% of the costs of all remaining required improvements. Completion of public facilities for the purpose of sidewalks is defined as the point in the development in which a final plat has been approved and all homes have been given a certificate of occupancy; it is at this point where the Developer must provide a maintenance bond for a two (2) year period.

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

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

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, construction inspections, construction 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 warranty deed and title insurance free and clear of all liens and encumbrances at plat dedication, all roadway right-of-way and utility easements as required. All utilities shall be dedicated to the City of Edgewater.

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.

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

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 is the final authority concerning this Agreement.

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 and approved Site Plan.

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

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

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.

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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.

Prepared by: Sara Geiger, City Clerk
City of Edgewater
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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**

**Sara Geiger,
City Clerk**

By: _____
**Diezel Depew,
Mayor**

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

OWNER/DEVELOPER

Witnessed by:

Booker St, LLC
a Florida limited liability company

Printed Name, Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____ 2024, by _____ as _____ of Booker St, LLC, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
Stamp/Seal

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

OWNER/DEVELOPER

Witnessed by:

**483 Clinton Cemetery, LLC
a Florida limited liability company**

Printed Name, Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____ 2024, by _____ as _____ of 483 Clinton Cemetery, LLC, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
Stamp/Seal

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

OWNER/DEVELOPER

Witnessed by:

**Relocation Rd, LLC
a Florida limited liability company**

Printed Name, Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____ 2024, by _____ as _____ of Relocation Rd, LLC, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
Stamp/Seal

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

OWNER/DEVELOPER

Witnessed by:

**South Ridgewood Avenue, LLC
a Florida limited liability company**

Printed Name, Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____ 2024, by _____ as _____ of South Ridgewood Avenue, LLC, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
Stamp/Seal

Prepared by: Sara Geiger, City Clerk
City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION: LANDS DESCRIBED
ORB 8004, PG 1737

PARCEL 1:

PARCEL F: A part of the North 1/2 of Section 24, Township 18 South, Range 34 East lying Easterly of the Florida East Coast Railway, a 100 foot R/W and being more particularly described as follows:

Commence at the Northwest corner of the said Section 24; Thence S 00°34'36" E, along the West line of said Section 24, a distance of 1400.00 feet; thence N 86°18'56" E, a distance of 1753.50 feet to a point on the Easterly RAN line of the said FEC Railway, said point being also the Point of Beginning; thence S 22°35'17" E, along the said Railway Easterly R/W line, a distance of 1206.60 feet; thence N89°49'38"E, a distance of 211.72 feet: thence N 67°43'02" E a distance of 166.15 feet; thence N22°35'17"W, a distance of 1164.29 feet; thence S 86°18'56" W, a distance of 382.50 feet to the Point of Beginning.

Subject to and together with the right to use a 60 foot road and utility easement for ingress and egress described in Official Records Book 2067 Page 1766, Public Records of Volusia County, Florida, less and except the following described parcel:

A part of the North 1/2 of Section 24, Township 18 South Range 34 East, lying Easterly of the Florida East Coast Railway, a 100 foot R/W, said exception being more particularly described as follows: Commence at the Northwest corner of said Section 24; thence S 00°34'36" E, along the West line of said Section 24, a distance of 1400.000 feet; thence N 86°18'56" E, a distance of 1753.50 feet to a point on the Easterly R/w line of said FEC Railway; thence S 22°35'17" E, along the said Railway Easterly R/W line, a distance of 1206.60 feet for the Point of Beginning of said exception; thence N 89°49'38'1 E, a distance of 211.72 feet; thence N67°43'02" E, a distance of 101.08 feet to the Southerly edge of an existing Shell Road; thence S79°51'26"W, along said Southerly edge of Shell Road, a distance of 57.78 feet; thence S 86°55'39"W, along said Southerly edge of Shell Road, a distance of 41.61 feet; thence S 88°10'44" E, along said Southerly edge of Shell Road, a distance of 107.48 feet; thence S 84°39'50° W, along said Southerly edge of Shell Road, a distance of 41.57 feet: thence S 73°35'22" W, along said Southerly edge of Shell Road, a distance of 63.95 feet to the said Easterly line of the FEC Railway; thence S22°36'17" E, along said Easterly line a distance of 8.70 feet to the Point of Beginning.

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Edgewater, FL 32132

Subject to a 60 foot road and utility easement for ingress and egress described in Official Records Book 2067, Page 1766, Public Records of Volusia County, Florida.

PARCEL 2:

A part of the Northwest 1/4 of Section 24, Township 18 South, Range 34 East and being more particularly described as follows:

Commence at the Northwest corner of said Section 24, thence North 87°37'43" East along the North line of said Section 24, a distance of 1208.69 feet to the Easterly right-of-way line of Florida East Coast Railroad; thence South 22°35'17" East along said Easterly right-of-way line, a distance of 724.30 feet to the Point of Beginning; thence North 86°58'19" East, a distance of 763.85 feet; thence South 02°41'04" East a distance of 676.43 feet; thence South 86°1856" West a distance of 517.39 feet to the said Easterly right-of-way of the Florida East Coast Railroad; thence North 22°35'17" West along said right-of-way a distance of 724.13 feet to the Point of Beginning.

The Northerly 30 feet of the Easterly 245.80 feet of the above described property is reserved for a road and utility easement. Together with the right to use a 60 foot road and utility easement for ingress and egress, described as follows:

Commence at the Northwest corner of Section 24, Township 18 South, Range 34 East; thence North 87°37'43" East along the North line of said Section 24, a distance of 3877.35 feet to the Westerly right-of-way line of U.S. Highway No. 1, a 158 foot right-of-way as now laid out; thence South 22°55'51" East along said Westerly right of-way a distance of 693.33 feet for the Point of Beginning; thence South 86°58'19" West a distance of 2,132.80 feet; thence South 02°22'17" East a distance of 60.00 feet; thence North 86°58'19" East a distance of 2,155.21 feet to the Westerly right-of way of U.S. No. 1, thence North 22°55'51" West along the said right-of-way a distance of 63.81 feet to the Point of Beginning, being a part of Section 24, Township 18 South; Range 34 East, Volusia County, Florida

**DESCRIPTION: LANDS DESCRIBED
ORB 7974, PG 474**

A part of the Northwest 1/4, Section 24, Township 18 South, Range 34 East and being more particularly described as follows:

Commence at the Northwest corner of said Section 24; thence N 87° 37' 43" E along the North line of said Section 24, a distance of 1208.69 feet to the Easterly right-of-way of the Florida East Coast Railway, 100 foot right-of-way, and for the point of beginning; thence continuing along said North line N 87° 37' 43" E, a distance of 768.32 feet; thence S 02° 22' 17" E, a distance of 673.76 feet; thence S 86° 58' 19" W, a distance of 518.09 feet to the said Easterly of the F.E.C. Railway; thence N 22° 35' 17" W along said Easterly right-of-way line, a distance of 724.30 feet to the point of beginning.

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104 N. Riverside Drive,
Edgewater, FL 32132

Together with the right to use a 60 foot road and utility easement more particularly described as follows:

A 60 foot road and utility easement being described as follows:

Commence at the Northwest corner of Section 24, Township 18 South, Range 34 East; thence North 87°37' 43" East along the North line of said Section 24, a distance of 3876.74 feet to the Westerly right-of-way line of U. S. Highway No. 1, a 158 foot right-of-way as now laid out; thence South 22° 55' 51" East along said Westerly right-of-way a distance of 661.42 feet for the point of beginning; thence South 86° 58' 19" West a distance of 2132.80 feet; thence South 2° 22' 17" East a distance of 60.00 feet; thence North 86°58' 19" East a distance of 2155.21 feet to the said Westerly right-of-way of U. S. No. 1; thence North 22°55' 51" West along said right-of-way a distance of 63.81 feet to the point of beginning, being a part of Section 24, Township 18 South, Range 34 East.

**DESCRIPTION: LANDS DESCRIBED
ORB 7964, PG 4018**

A part of U.S. Lots 1 and 2, and a portion of the Northwest 1/4 of Section 24, Township 18 South, Range 34 East, Volusia County, Florida, also known as Parcels G-I, H-I and I-I, and all being more particularly described as follows:

Commence at the Northwest corner of said Section 24, Township 18 South, Range 34 East, Volusia County, Florida, thence North 87°37'43" East, along the North line of said Section 24, a distance of 1,977.01 feet for the Point of Beginning; thence continue North 87°37'43" East a distance of 1,899.73 feet to the Westerly right-of-way of U.S. Highway No. 1, a 158 foot right-of-way as now laid out; thence South 22°55'51" East, along the said Westerly right-of-way line, a distance of 693.30 feet to the centerline of a 60 foot road and utility easement; thence South 86°58'19" West, along said centerline, a distance of 810.91 feet; thence South 03°41'04" East a distance of 663.84 feet; thence South 86°18'56" West a distance of 1,098.41 feet; thence North 02°41'04" West a distance of 676.40 feet to the said centerline of easement; thence South 86°58'19" West, along said centerline a distance of 245.76 feet; thence North 02°22'17" West a distance of 673.71 feet to the Point of Beginning.

SUBJECT TO AND TOGETHER WITH the right to use a road and utility easement described as follows:

Commence at the Northwest corner of Section 24, Township 18 South, Range 34 East, Volusia County, Florida, thence North 87°37'43" East, along the North line of said Section 24, a distance of 3,876.74 feet to the Westerly right-of-way line of U.S. Highway No. 1, a 158 foot right-of-way as now laid out; thence South 22°55'51" East, along said Westerly right-of-way, a distance of 661.42 feet for the Point of Beginning; thence South 86°58'19" West a distance of 2,132.80 feet; thence South 02°22'17" East a distance of 60.00 feet; thence North 86°58'19" East a distance of 2,155.21 feet to the said Westerly right-of-way of U.S. Highway

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

No.1; thence North 22°55'51" West, along said right-of-way, a distance of 63.81 feet to the Point of Beginning, being a part of Section 24, Township 18 South, Range 34 East, Volusia County, Florida.

**LESS AND EXCEPTING from the above parcel the following described property:
A part of U.S. Lot 1, Section 24, Township 18 South, Range 34 East, Volusia County, Florida, being more particularly described as follows:**

Commence at the Northwest corner of said Section 24, Township 18 South, Range 34 East, Volusia County, Florida, thence North 87°37'43" East, along the North line of said Section 24, a distance of 3,191.66 feet for the Point of Beginning; thence continue North 87°37'43" East a distance of 666.92 feet to a point, said point being 77 feet Westerly of and measured at right angles to the survey line of U.S. Highway No. 1, per Official Records 128, Page 278; thence South 22°55'51" East, along a line that is 77 feet Westerly of and parallel with said survey line of U.S. Highway No. 1, a distance of 693.52 feet to the centerline of a 60 foot road and utility easement; thence South 86°58'19" West, along the said centerline, a distance of 664.11 feet; thence North 22°55'51" West a distance of 701.65 feet to the Point of Beginning.

AND:

Less and except road right of way as described in County Deed recorded in Official Records Book 7197, Page 559, Public Records of Volusia County, Florida

**DESCRIPTION: LANDS DESCRIBED
ORB 8040, PG 296**

PARCEL 1:

A portion of U.S. Lot 4, Section 13, Township 18 South, Range 34 East, Volusia County, Florida and described as follows:

Commence at the intersection of the South line of U.S. Lot 4 and the Westerly right of way line of U.S. Highway No.1, a 158 foot right of way as now laid out; thence North 22°56'00" West along said Westerly right of way a distance of 704.76 feet to the POINT OF BEGINNING; thence South 87°37'22" West a distance of 300.00 feet; thence North 22°56'00" West and parallel to the said Westerly right of way line a distance of 352.37 feet; thence North 87°37'22" East a distance of 300.00 feet to the Westerly right of way line; thence South 22°56'00" East, along said Westerly right of way line a distance of 352.37 feet to the POINT OF BEGINNING.

PARCEL 2:

A portion of U.S. Lot 4, Section 13, Township 18 South, Range 34 East and described as follows:

BEGINNING at the intersection of the South line of said U.S. Lot 4 and the Westerly R/W line of U.S. Highway No.1, a 158 foot R/W as now laid out; thence S 87°37' 43" W along the

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

Southerly line of said U.S. Lot 4, a distance of 1215.45 feet to the Southwest corner of said U.S. Lot 4; thence N 0°49' 29" W along the West line of said U.S. Lot 4, a distance of 660 feet; thence N87°37' 22" E, a distance of 950.08 feet to the said Westerly R/W line of U.S. Highway No.1; thence S 22°56' 00" E along said Westerly R/W, a distance of 704.76 feet to the POINT OF BEGINNING.

PARCEL 3:

The Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 18 South, Range 34 East, Volusia County, Florida.

PARCEL 4:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4, of Section 14, Township 18 South, Range 34 East, Volusia County, Florida.

PARCEL 5:

The Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 18 South, Range 34 East, Volusia County, Florida.

PARCEL 6:

The Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 18 South, Range 34 East, Volusia County, Florida

PARCEL 7:

A portion of U.S. Lot 4, Section 13, Township 18 South, Range 34 East, Volusia County, Florida and described as follows:

Commence at the intersection of the South line of U.S. Lot 4 and the Westerly right of way line of U.S. Highway No.1, a 158 foot right of way as now laid out; thence North 22°56'00" West along said Westerly right of way a distance of 704.76 feet to the POINT OF BEGINNING; thence South 87°37'22" West, a distance of 950.08 feet to the West line of U.S. Lot 4; thence North 0°49'29" West along said Westerly line of U.S. Lot 4, a distance of 660 feet to the Northwest corner of said U.S. Lot 4; thence North 87°36'44" East along the Northerly line of U.S. Lot 4 a distance of 684.72 feet to the Westerly right of way line of U.S. Highway No.1; thence South 22°56'00" East along said Westerly right of way a distance of 704.75 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

A portion of U.S. Lot 4, Section 13, Township 18 South, Range 34 East, Volusia County, Florida and described as follows:

Commence at the intersection of the South line of U.S. Lot 4 and the Westerly right of way line of U.S. Highway No.1, a 158 foot right of way as now laid out; thence North 22°56'00" West along said Westerly right of way a distance of 704.76 feet to the POINT OF

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City of Edgewater
104 N. Riverside Drive,
Edgewater, FL 32132

BEGINNING; thence South 87°37'22" West a distance of 300.00 feet; thence North 22°56'00" West and parallel to the said Westerly right of way line a distance of 352.37 feet; thence North 87°37'22" East a distance of 300.00 feet to the Westerly right of way line; thence South 22°56'00" East, along said Westerly right of way line a distance of 352.37 feet to the POINT OF BEGINNING

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EXHIBIT "B" MASTER PLAN

