

**SECOND AMENDED AND RESTATED
DEERING PARK CENTER
MIXED-USE PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED 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") and, FARMTON DEERING PARK, LLC, a Delaware limited liability company, whose address is 410 North Michigan Avenue, Room #590, Chicago, Illinois 60611-4252 (herein after referred to as "Landowner and/or Developer"). Said company is the successor-in-interest to the original landowner/developer, Swallowtail LLC. The purpose of this Second Amended and Restated Agreement is to agree to those certain amendments, as set forth herein, to the terms and conditions of the Deering Park Center Mixed Use Planned Unit Development Agreement, as approved by the City and recorded at Book 7809, Page 3245, of the Public Records of Volusia County, Florida.

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 877.50± acres west of Interstate 95 and south of Indian River Boulevard, in Edgewater, Volusia County, Florida (hereinafter the "Property"). The legal description of the Property is attached hereto as Exhibit "A" - Legal Description. The record owner of the Property is Farmton Deering Park, LLC.

2. DURATION OF AGREEMENT AND ADAPTIVE MANAGEMENT PLAN

The duration of this Agreement shall be thirty (30) years and run with the land. The Agreement may be extended by mutual consent of the governing body and the Landowner and/or

Developer, subject to a public hearing. Development must be consistent with the Concept Plans attached as Exhibits "B" and "B-1". Exhibit "B-1" reflects proposed access and road corridors for the initial phase of development. Where Exhibits "B" and "B-1" conflict, Exhibit "B-1" shall control. Each phase of development must also incorporate a site plan which must be approved by City Council prior to commencement of any authorized work. The adaptive planning management approach is hereby incorporated into this Agreement to address future uncertainties by linking flexible planning strategies to decision making, and adjusting implementation, as necessary, to improve the success of the project for both the City and property owners. The parties agree that they will review this Agreement and the status of the development every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement and appropriate land use standards to encourage economic development. In addition, if construction has not commenced within five (5) years of the effective date of this Agreement, and for each five (5) years thereafter, the Landowner and/or Developer shall have this Agreement reviewed by the City in a public hearing to determine if any substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement. This five (5) year review shall also consider the continued availability of sanitary sewer, solid waste, drainage, adequate water supplies and potable water facilities in order to serve the new development as depicted in this Agreement. If it is determined, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement and/or there are no longer adequate public facilities or services available to serve the development, this Agreement may be revoked or modified by the City.

Commencement of construction means to begin performing on-site 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.

Deering Park Center is planned, implemented, and refined using the principles of adaptive management to ensure the best use of land and to adjust the development of the Property to the economic, planning, and development needs of the City and the property owners. Adaptive management in the context of city planning provides an efficient process to address risk and uncertainty inherent within long range planning and development by encouraging flexible plans and designs. This approach helps account for uncertainty by providing options for adjustment given actual future conditions to help achieve the City's planning goals and objectives.

Utilizing the planning principles of adaptive management, the City acknowledges that this project may be developed in phases to ensure sound, long range planning and development of the Property. The City acknowledges that the location of building structures may be altered as necessary for permitting or other conditions. Each phase will include a site plan depicting the development of the corresponding phase. The Landowner and/or Developer is not contemplated to be the actual Developer and each phase may have a different Developer that will comply with the terms and conditions within.

3. DEVELOPMENT STANDARDS

Development of this Property is subject to the terms of this Agreement and in accordance with the City of Edgewater's current Land Development Code (LDC) as of the adoption date.

Based on Final Subdivision Plan approval, the total number of single-family and multi-family units may vary but the maximum units allowed shall not exceed a gross density of 1.55 units/acre and a net density of 4.25 du/ net acre, or a total of 1,362 units. If the Landowner and/or Developer achieves less than the 1,362 approved dwelling units, then the corresponding square footage of retail, commercial, or industrial shall be added to the permitted non-residential square footage. For purposes of calculating equivalent square footage, Equivalent Residential Units (ERU's) shall be calculated based on traffic generation rates as determined by the most recent ITE manual. The Landowner and/or Developer further agrees that all development will be consistent with the attached Concept Plan (**Exhibit "B"**). The Property shall be developed consistent with the City's LDC procedures (except as amended by this Agreement). 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.

RESIDENTIAL

In the event that single-family units are developed on the Property, the total number of units shall not exceed a total of 1,362 single-family and multi-family dwelling units. The availability to use the Single-Family Age Restricted category and the dimensions provided therein are specifically conditioned upon the following:

1. That covenants have been recorded to restrict the age of residents to 55 years and older.
2. That the community has been designed and permitted as a private gated community with specific agreement to provide for maintenance of all roads and streets within the community.

3. That the community provides evidence of covenants that require the property owner's association to maintain all landscaping and mowing within the project including individual lots.
4. No more than 50% of age restricted homes shall be built on 40 ft. wide lots.
5. Lot length shall be enhanced to no less than 125 feet which is an increase of 10 feet more than required by PUD for single family homes
6. Community will be clustered so that areas of natural vegetation will be maintained around the project as shown on the conceptual plan.
7. No more than 772 units of the 1,362 units approved shall be converted to Single Family Age Restricted.

Single Family Age Restricted Residential Criteria:

Minimum Lot Size: 40 ft. wide by 120 ft. deep

Maximum Impervious Surface: 70%

Minimum Living Area: 1,200 s.f./unit

Special Yard Size and Setbacks for Age Restricted Lots:

Front (Garage) – 24'

Front (Side Garage) – 10'

Rear (Alley Loaded) – 20'

Side – 5'

Minimum Garage Capacity: 2 cars

Maximum Height: 2 story [35']

Utility Easements: 10' front, 5' sides (in those areas where utilities will be located)

Swimming Pools and Accessory Structures:

Rear – 5’ from property line to pool deck edge or accessory structure

Side – 5’ from property line to pool deck edge or accessory structure

Swimming pools are prohibited in front yards

Single Family Residential Criteria:

Minimum Lot Size	50 ft. wide by 115 ft. deep for up to a total of 25% of the single-family lots in Deering Park Center. The remaining single-family lots must be at least 55 ft. wide by 115 ft. deep
Maximum Impervious Surface	70%
Maximum Building Coverage	70%
Minimum Living Area	1,200 s.f./unit

Minimum Yard Size and Setbacks (All single-family residential lots):

Front (Garage) - 24'

Front (Non-Garage Areas) – 10'

Front (Alley Loaded) – 5’

Rear - 20'

Rear (Alley Loaded) – 15’

Side - 5'

Minimum Garage Capacity - 2 cars

Maximum Height - 35'

Utility Easements - 10' front, 5' sides (in those areas where utilities will be located)

Swimming Pools - Rear - 5' from property line to pool deck edge

Side - 5' from property line to pool deck edge

Swimming pools are prohibited in front yards

“In-Law Suites” shall be permitted on single-family residential lots provided:

- (a) The suite’s living area shall be a minimum of 480 square feet and a maximum of 800 square feet.
- (b) The proposed architectural treatment for the suite shall be consistent with the principal residential structure on the property.
- (c) Suites may be attached or detached from the principal residence.
- (d) The suite’s structure shall meet the same side building setbacks as the principal residence on the property. If the suite is detached from the principal residence, the rear yard setback shall be a minimum of 10 feet.
- (e) Any additional access to the street shall be provided via the driveway for the principal residence on the property..
- (f) Suites may be used by family members or may be rented out to third parties provided that the principal residence is not rented and is occupied by the owner of the property.

Multi-family Residential Criteria:

Minimum Yard Size and Setbacks (Multi-Family Residential):

- Front (Garage) – 24’
- Front (Non-Garage Areas) - 10'
- Front (Alley Loaded) – 5’
- Rear - 20'
- Rear (Alley Loaded) – 15’
- Side - 10'
- Building Separation – 20’

Maximum Impervious Surface - 70%

Maximum Height - 50'

Utility Easements - 10' front, 5' sides (in those areas where utilities will be located)

Swimming Pools - 20' from side and rear property line to pool deck edge. Swimming pools are prohibited in front yards. Setbacks may be reduced to 10' upon showing of no impact to adjoining properties.

Townhomes and condominiums shall have no minimum lot size. Condominiums shall be required to maintain common open space pursuant to applicable City code provisions.

Building separations will comply with the current Florida Building Code and City Fire Code.

Multi-family land uses may utilize inverted crown roadway and drainage systems with flush curb and gutter within multi-family villages.

COMMERCIAL

Minimum Yard Size and Setbacks:

Front - 10'

Rear - 10'

Side - 15'

Building Separation – 15'

Maximum Height - 50' (35' feet within 100 feet of single-family residential areas)

Utility Easements - 10' front, 10' sides (in those areas where utilities will be located)

Building separations will comply with the current Florida Building Code and City Fire Code.

Parking: All commercial uses shall meet the requirements of the City's LDC, except as

otherwise provided herein. For retail uses, 50% of required parking shall be located on the side or at the rear of the building. Commercial areas may be subdivided into 25' wide lots, which may then be combined to meet "building site" requirements including all minimum yard size and standards from the perimeter of the "building site" which is created by a combination of lots. Commercial buildings shall be oriented towards the street with appropriate streetscape to encourage pedestrian-friendly design.

VILLAGE CENTERS

For those areas identified as "Village Centers," the following requirements shall control in the event of conflict with other provisions of this Agreement.

Minimum Yard Size and Setbacks:

Front - 5' (0' adjoining village green area)

Rear - 5' (0' adjoining village green area)

Side - 5' (0' adjoining village green area)

Building Separation – 15'

Maximum Height - 50' (35' feet within 100 feet of single-family residential subdivisions)

Utility Easements - 10' front, 10' sides (in those areas where utilities will be located)

Building separations will comply with the current Florida Building Code and City Fire Code.

Parking for the village centers, as further described below, shall be provided at the rate of 2.5 spaces per 1000 sq. ft. of structure. Commercial areas may be subdivided into 25' wide lots, which may then be combined to meet "building site" requirements including all minimum yard size and standards from the perimeter of the "building site" which is created

by a combination of lots. Commercial buildings shall be oriented towards the street with appropriate streetscape to encourage pedestrian-friendly design.

INDUSTRIAL

Minimum Lot Width	75'
Maximum Building Coverage	50%
Maximum Impervious Coverage	80%

Minimum Yard Size and Setbacks:

Front - 25'

Rear - 10'

Building Separation - 15'

Side – 15'

Maximum Height - 50' (35' feet within 100 feet of single-family residential areas)

Utility Easements - 10' front, 10' sides (in those areas where utilities will be located)

Building separations will comply with the current Florida Building Code and City Fire Code.

Parking: Per the City LDC requirements

Industrial areas may be subdivided into 25' wide lots, which may then be combined to meet "building site" requirements including all minimum yard size and standards from the perimeter of the "building site" which is created by a combination of lots.

OVERALL SITE DEVELOPMENT STANDARDS

A. Roads

Main Access - Minimum right-of-way width for the entrance road shall be a minimum of 100-feet; Minimum right-of-way widths within Residential areas shall be 50-feet. Any Indian

River Boulevard extension shall be designed by an FDOT prequalified design firm. It is contemplated that the Landowner and/or Developer and the City will cooperate with the owner of property located adjacent to the north of Indian River Boulevard extension ("IRB"), construction of which to be completed by Landowner and/or Developer(s) to accomplish these contemplated improvements and that the Landowner and/or Developer shall receive appropriate transportation impact fee credit and fair share credit for undertaking their transportation improvements. All private or gated roads within the Property shall be maintained by a Property Owner's Association (POA). All public roads and sidewalks within the rights-of-way meeting the City's standards for construction shall be maintained by the City. Landscaping and/or bike trails within the rights-of-way shall be maintained by the POA, CDD and/or ISD (Property Owner's Association/Community Development District/Independent Special District). The IRB extension will be dedicated to and maintained by the City of Edgewater. The Landowner and/or Developer shall contemplate the connection to and extension of the multi-modal systems established in adjacent developments.

B. Stormwater Management

Stormwater management plans and infrastructure, including stormwater detention/retention ponds, compensatory storage and other stormwater improvements, as well as development in or impacts to floodplain areas of the Property, shall meet all of the requirements of the St. Johns River Water Management District and the City of Edgewater LDC. The pond(s) will be owned and maintained by the POA/CDD/ISD, and Landowner and/or Developer may be required to obtain an off-site drainage easement if necessary.

The City reserves the right to enforce additional criteria upon any project that is located within what the City considers a special flood hazard area. At the City's discretion, additional flood control measures may be required to adequately protect upstream systems, downstream systems,

and/or offsite properties.

In an effort to enhance the maximum efficacy of the stormwater infrastructure, Landowner and/or Developer is encouraged to design and permit joint stormwater facilities.

C. Signage

Every commercial lot on a public road is entitled to one (1) ground sign, as defined by the LDC, to be located on that commercial lot, with a maximum height of ten (10) feet and a maximum copy area of sixty (60) square feet. Each residential subdivision is entitled to a maximum of one hundred (100) square feet of ground signage at each subdivision entrance. Tracts 9, 10 and 12, as defined in Exhibit "B" shall be permitted one (1) overall community/tract sign per tract along I-95 not to exceed 150-square feet of copy area and have a maximum height of thirty (30) feet. Existing billboards may remain on site, pursuant to the standards set forth in the LDC. In addition, one (1), forty-five (45) foot tall "Icon" sign or structure is permitted within the Property in a location near the intersection of I-95 and Indian River Boulevard to identify the "Deering Park Center" development. An additional "Icon" sign or structure is permitted within the southern end of the Property in a location near I-95. All other signage on the Property shall be pursuant to LDC standards and requirements. Architectural design of signage shall be compatible with the design of the subdivision or building to which said signage applies.

D. Trees

The overall development is preserving large areas of natural vegetation and has further preserved existing mature trees, including oaks, as part of the overall park ambiance of Deering Park Center. As such, development of residential lots will typically be in areas that were previously pasture or without existing trees. The Landowner and/or Developer shall ensure that at least four (4) 2" caliper trees, as measured 6" above the soil line, of a variety listed in Exhibit

“C”, shall be placed in each lot; however, Landowner and/or Developer may reduce the required number of 2” caliper trees placed on each lot from 4 trees to 2 trees upon providing assurance of the preservation of the aforementioned large areas of natural vegetation and existing, mature trees and by planting “Street Trees” in front of each lot, to be located between the sidewalk and the street.

A tree survey that provides the location of specimen and historic trees shall be provided as a part of the proposed plat, and the development of any subdivision or site plan shall comply with all City and County minimum environmental standards for Historic and Specimen Tree Protection requirements and Area Tree Protection requirements. Statistical tree survey information may be considered and substituted at the discretion of the Development Services Director. Statistical surveys must be conducted in compliance with accepted forestry practices.

Landscaping for multi-family, commercial and industrial uses shall comply with the current LDC.

E. Entrance

Minimum 110-foot right-of-way width located for Lily Hammock Boulevard where it intersects with the Indian River Boulevard extension. A 200’ right-of-way has already been established for the extension of Indian River Boulevard.

F. Declaration of Covenants, Conditions and Restrictions

The Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and By-Laws for the POA, CDD and/or ISD will be recorded in the public records of Volusia County at the time the Final Plat for any phase of Deering Park Center is recorded.

G. Model Homes and Sales Office

Six (6) single-family lots and two (2) multi-family lots within each Phase may be

designated for use as potential model homes or temporary sales office lots. A model home may be used as a sales office from the time the plat is recorded until such time as the last lot is developed within the subdivision. A temporary sales office structure, such as a trailer, recreational vehicle, or the like, shall be specifically permitted in an area of the Property at the southwest corner of Indian River Boulevard and Old Dawson Ranch Road. Said temporary sales office shall only be permitted for an interim period not to exceed 2 years or until completion of a permanent sales office in the village center, whichever occurs first. Model home 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 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 Building Code shall be deemed to authorize limited occupancy of the model home/sales office. Upon conversion of the model homes back to a single family dwellings, a new and permanent certificate of occupancy shall be issued upon completion reflecting the single family 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 in each subdivision until such time as the last lot is developed within that subdivision 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 Property for special builder sales 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.

H. Village Centers

The Landowner and/or Developer may develop groupings of commercial, residential, retail, office, health related, restaurant, daycare, school or other uses in small village center areas. Said areas may include public facilities including walkways, amphitheaters, greenspaces and public activity spaces. Said areas shall encourage neighborhood social events and may permit alcoholic beverages throughout those village center areas. Parking in the village center areas shall

be provided at 2.5 spaces per 1,000 square feet of building area, and separate golf cart parking and bicycle racks shall also be provided. It is specifically allowed for individual building footprints to be subdivided and transferred under separate ownership provided the remaining parent tract meets minimum development requirements for the Village Center as provided herein.

4. FUTURE LAND USE AND ZONING DESIGNATION

The Future Land Use designation for the Property is Mixed - Use with Conservation Overlay and Conservation. The zoning designation for Deering Park Center is MUPUD (Mixed-Use Planned Unit Development) as defined in the City LDC and amended herein. 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 and LDC.

5. PUBLIC FACILITIES

A. For any development, Landowner and/or Developer agrees to connect to and utilize the City's water distribution system. Landowner and/or Developer agrees to connect to the City's potable water system at the nearest point of connection, which will provide adequate flow for the development as determined by the City. All water main distribution system improvements will be installed by the Landowner and/or Developer and conveyed to the City by Bill of Sale in a form acceptable to the City and dedicated to the City prior to or at time of platting or in accordance with the requirements contained in the Land Development Code as it relates to performance bonds.

B. Landowner and/or Developer agree to connect to and utilize the City's wastewater transmission and collection system. All wastewater collection and transmission system improvements will be installed by the Landowner and/or 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 or in accordance with the requirements contained in the Land Development Code as it relates to performance bonds.

C. Landowner and/or Developer agree to connect to and utilize the City's reclaimed water transmission and collection system. All reclaimed water collection and transmission system improvements will be installed by the Landowner and/or 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 or in accordance with the requirements contained in the Land Development Code as it relates to performance bonds.

D. Landowner and/or Developer agrees to provide on and off-site current and future water, wastewater, reuse water and electrical utility and drainage easements for drainage and water, wastewater, reuse water and electrical utility service consistent with this provision.

E. All utility services will be underground.

F. Off-site improvements (including but not limited to intersection improvements, turn lanes, acceleration lanes, deceleration lanes, and signalization) are the Landowner and/or Developer's responsibility and some may be required prior to any building permit issue and shall meet all City, County and/or State requirements and approval. The off-site improvements will be addressed as each phase is approved for construction.

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

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

provided to the City prior to a Building Certificate of Occupancy.

- The parties intend to enter into a separate agreement regarding impact fee credits, considering that the impacts of specific development on the Property may be addressed by other means.

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

I. A concurrency review for each phase shall be conducted to ensure that all required public facilities are available concurrent with the impacts of the development. Landowner and/or Developer shall provide a transportation study for each phase to model the distribution of new trips on the area roadway network. City approval of modeling methodology and study boundary shall be required prior to initiating traffic study.

J. Landowner and/or Developer agrees to reimburse the City of Edgewater for direct costs associated with the legal review, engineering review, construction inspection and the construction of required infrastructure improvements and the review and approval of the final plat related to the development pursuant to a schedule to be agreed to by the Landowner and/or Developer and City Manager.

K. The Landowner and/or Developer, at the time of development shall provide all public facilities to support this project including the following:

1. Water Distribution System including fire hydrants.
2. Sewage Collection and Transmission System.
3. Stormwater collection/treatment system, including outfall system.
4. Reclaimed water distribution system.
5. Provide 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. Landowner and/or Developer is responsible for costs of recording the plat upon approval by the City of Edgewater.
7. Bonds - A Performance Bond for each Phase or other acceptable financial instrument, such as a Letter of Credit may be accepted by the City and shall be 110% of the costs of all remaining required improvements. A Maintenance Bond for each Phase equal to 10% of the cost of the infrastructure improvements shall be provided to the City prior to recording the Final Plat. The Maintenance Bond shall be in effect for a two (2) year period from the date of completion of the public facilities.

The Landowner and/or Developer shall dedicate to the City of Edgewater, at no cost to the City, a five (5) acre Public/Semi-Public site at the time that the aggregate total of all commercial plats will be in excess of fifty (50) acres, in a mutually acceptable location. The City and Landowner and/or Developer will continue to explore, in conjunction with other parties, methods to provide for appropriate fire safety protection.

L. Recreational Facilities/Open Space

Active and passive recreation areas and facilities may include walkways, amphitheaters, greenspaces, public activity spaces, village greens, multi-use paths, linear parks, community clubhouses, active family pool areas, adult pool areas, village tot-lots, play fields and community parks, and are encouraged to be adjacent to major water bodies to provide access to these areas.

Multi-family areas shall provide ample recreation facilities for their residents, with each residential area to be within one-half (0.5) mile of a recreation facility.

The Landowner and/or Developer shall provide a trail network and village tot-lots at each phase of residential development. The network of paved walkways or natural trails will provide access to all community facilities, neighborhood villages, the community's commercial area and the preserved conservation areas.

6. The Landowner and/or Developer shall designate at least 25% of the Property in aggregate as community open space, which may include stormwater ponds, swales, landscaped common areas, village greens, natural preservation areas and areas designated as conservation on the Concept Plans, along with designated Community Recreational Facilities, which may include the following uses: Active Recreation Facilities, Passive Recreation, Village Tot-Lots and Pedestrian and Multi-Use Trail Networks.

7. CONSISTENCY OF DEVELOPMENT

The City agrees to issue the required permits for the development in the manner defined in the Agreement after having determined it is not contrary to the City of Edgewater Comprehensive Plan and LDC and is compliant with all concurrency requirements set forth in said documents.

8. LAND FOR PUBLIC USE

The Landowner and/or Developer shall convey to the City of Edgewater, by warranty deed and title insurance free and clear of all liens and encumbrances, all water, wastewater, and reclaimed water utility easements as required. The Landowner and/or Developer will designate at least 25% of the Property in aggregate as open space, active and passive recreation prior to completion of the development of the Property, to be maintained by the POA/CDD/ISD. Internal rights-of-way, such as trails and public walkways, associated with recreational areas are to be

maintained and dedicated to a POA, CDD or ISD.

9. PERMITS REQUIRED

The Landowner and/or Developer will obtain required development permits or letters of exemption. Permits may include but not be limited to the following:

1. Florida Department of Transportation, Department of Environmental Protection, Department of Health, St. Johns River Water Management District, Army Corps of Engineers, and Florida Fish and Wildlife Conservation Commission.

2. City of Edgewater - Subdivision Plat approval, Subdivision Construction Plan approval, Final Site Plan approval, all applicable clearing, removal, construction and building permits.

3. 100-year flood elevation for this site will be determined and approved by the City and FEMA; minimum finished floor elevation shall be one (1) foot above the flood plain elevation.

10. DEVELOPMENT REQUIREMENTS

Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Landowner and/or 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, or as expressly provided for in this Agreement.

Landowner and/or Developer shall establish a mandatory POA, CDD or ISD for the purpose of maintaining the Property and enforcing applicable covenants and restrictions. The POA/CDD/ISD 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 Landowner and/or Developer intends to restrict short-term rentals in the Covenants and Restrictions for the residential portions of the Property.

The mandatory POA/CDD/ISD will also be responsible for the streetlight requirements that result from the project including payment to Florida Power and Light for installation, maintenance and power consumption and the maintenance of the stormwater areas within the common area tracts as depicted on the plat. The POA/CDD/ISD 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.

Sidewalks shall be constructed by individual property owners on both sides of all streets and roadways, including Indian River Boulevard; however, on Lily Hammock Boulevard and Hammock Park Boulevard, twelve foot (12') wide multi-use paths may be located on or near just one side of those roadways, removing the need for a sidewalk on the other side. Said multi-use paths shall feature safe pedestrian crosswalks that connect to the Property's sidewalk system in order to eliminate any pedestrian safety issues. Sidewalks along thoroughfares shall have a minimum width of six (6) feet and shall be constructed prior to issuance of a Certificate of Occupancy on each building lot. All other sidewalks shall have a minimum width of four (4) feet. Landowner and/or Developer shall provide a bond or surety in a form acceptable to the City in the amount as established in the City's adopted Bicycle/Pedestrian Facility Master Plan, as may be amended from time to time, per lineal foot for two (2) years for each phase of development after the sidewalks are deemed complete by the City.

11. HEALTH SAFETY AND WELFARE REQUIREMENTS

The Landowner and/or 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.

11. APPEAL

If the Landowner and/or Developer is aggrieved by any City official interpreting the terms of this Agreement, the Landowner and/or 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.

12. 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.

13. 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 Landowner and/or 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.

14. 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 Landowner and/or Developer.

15. PERFORMANCE REVIEW

If the City finds on the basis of competent substantial evidence that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City.

16. APPLICABLE LAW

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

17. TIME OF THE ESSENCE

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

18. 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. Notwithstanding the foregoing, because this Agreement provides for flexible, mixed-use development, the basic locations of the transportation corridors, as shown in the Concept Plans attached as Exhibits “B” and “B-1”, may be amended without the necessity of a formal amendment.

19. 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.

20. SPECIFIC PERFORMANCE

Both the City and the Landowner and/or Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance only after providing notice to the Landowner and/or Developer of issues, which give to an action for specific performance, and the Landowner and/or Developer does not cure the defect within 30 days of receipt of the notice.

21. ATTORNEYS' FEES

In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Agreement or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, legal assistant's fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

23. CAPTIONS

Captions of the sections of this Agreement are for convenience and reference only, and the

words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement

24. SEVERABILITY

If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of the competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

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

ATTEST:

CITY COUNCIL OF THE CITY OF
EDGEWATER, FLORIDA

Bonnie Zlotnik, CMC
City Clerk

By: _____
Diezel Depew
Mayor

FARMTON DEERING PARK, LLC, a
Delaware limited liability company

Witnessed by:

By: _____
David Fuechtman, Manager

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2023, by David Fuechtman,
as Manager of Farmton Deering Park, LLC, a Delaware limited liability company, who is
personally known to me or who produced _____ as identification.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property all lying and being in the County of Volusia and State of Florida.

ALL OF SECTION 7, TOWNSHIP 18 SOUTH, 34 EAST, AND THE WEST 1/2 OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 34 EAST, LYING WESTERLY OF INTERSTATE NO. 9, VOLUSIA COUNTY, FLORIDA LESS:

- a) WELL SITE 1 & 2 AS RECORDED IN OFFICIAL RECORDS BOOK 3224, PAGE 461 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- b) WELL SITE 3 & 4 AS RECORDED IN OFFICIAL RECORDS BOOK 3224, PAGE 463 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK STAMPED "PLS 4014" MARKING THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, THENCE NORTH 89°44'51" WEST, ALONG THE NORTH LINE OF SAID SECTION 7 AND THE SOUTH LINE OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST, A DISTANCE OF 2982.45 TO A 4" x 4" CONCRETE MONUMENT STAMPED "PLS 2027" MARKING THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY; THENCE NORTH 89°45'10" WEST, THE NORTH LINE OF SAID SECTION 7 AND THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 2982.47 TO A 5/8" IRON ROD & CAP "#2599" MARKING THE NORTHWEST CORNER OF SAID SECTION 7, AND THE POINT OF BEGINNING; THENCE SOUTH 01 °28'07 EAST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 5301.88 FEET TO 1/2" IRON PIPE MARKING THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE SOUTH 89°45'08 EAST, ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 5930.90 FEET, TO THE REMAINS OF A CYPRESS POST MARKING THE SOUTHEAST CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 34 EAST; THENCE NORTH 89°31'10 EAST, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2354.57 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2406; THENCE NORTH 22°11 '53" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 4163.18 FEET; THENCE NORTH 31°55'32" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1420.42 FEET; THENCE NORTH 62°03'52" WEST, ALONG SAID EXISTING SOUTHWESTERLY RIGHT

OF WAY LINE, A DISTANCE OF 149.13 FEET; THENCE NORTH 76°02'44" WEST, ALONG SAID EXISTING SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 269.91 FEET; THENCE SOUTH 89°41'52" WEST, ALONG SAID EXISTING SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 749.02 FEET; THENCE NORTH 00°18'08" WEST, ALONG SAID EXISTING SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 93.30 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7; THENCE NORTH 89°44'51" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 927.09 FEET; TO THE NORTHEAST CORNER WELL SITE NO. 1 AS RECORDED IN OFFICIAL RECORDS BOOK 3224, PAGE 461, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE LIMITS OF SAID WELL SITE NO. 1 THE FOLLOWING COURSES: THENCE SOUTH 00°15'09" WEST, A DISTANCE OF 46.00 FEET; THENCE NORTH 89°44'51" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°15'09" EAST, A DISTANCE OF 46.00 FEET TO THE NORTH LINE OF SAID SECTION 7 AND THE NORTHWEST CORNER OF SAID WELL SITE NO. 1; THENCE NORTH 89°44'51" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 390.30 FEET; TO THE NORTHEAST CORNER OF WELL SITE NO. 2 AS RECORDED IN OFFICIAL RECORDS BOOK 3224, PAGE 461, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE LIMITS OF SAID WELL SITE NO. 2 THE FOLLOWING COURSES; THENCE SOUTH 00°15'09" WEST, A DISTANCE OF 49.00 FEET; THENCE NORTH 89°44'51" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°15'09" EAST, A DISTANCE OF 49.00 FEET TO THE NORTH LINE OF SAID SECTION 7, AND THE NORTHWEST CORNER OF SAID WELL SITE NO. 2; THENCE NORTH 89°44'51" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 516.02 FEET; TO THE NORTHEAST CORNER OF WELL SITE NO. 3 AS RECORDED IN OFFICIAL RECORDS BOOK 3224, PAGE 463, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE LIMITS OF SAID WELL SITE NO. 3 THE FOLLOWING COURSES; THENCE SOUTH 00°15'09" WEST, A DISTANCE OF 48.00 FEET; THENCE NORTH 89°44'51" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°15'09" EAST, A DISTANCE OF 48.00 FEET TO THE NORTH LINE OF SAID SECTION 7, AND THE NORTHWEST CORNER OF SAID WELL SITE NO. 3; THENCE NORTH 89°44'51" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 18.16 FEET TO A 411 x 411 CONCRETE MONUMENT MARKING THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89°45'10" WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 417.17 FEET TO THE NORTHEAST CORNER OF WELL SITE NO. 4 AS RECORDED IN OFFICIAL RECORDS BOOK 3224, PAGE 463, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE LIMITS OF SAID WELL SITE NO. 4 THE FOLLOWING COURSES; THENCE SOUTH 00°14'50" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°45'10" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°14'50" EAST, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID SECTION 7, AND THE NORTHWEST CORNER OF SAID WELL SITE NO. 4; THENCE NORTH

89°45'10" WEST ALONG SAID NORTH LINE OF SAID SECTION 7, A DISTANCE OF 2525.30 TO THE POINT OF BEGINNING.

Containing 877.50± acres more or less and being in Volusia County, Florida.

RESTORATION

INDIAN RIVER BLVD. EXTENSION

SNOWDEN PROPERTY

GATEWAY TRACT
77.8 ACRES

TRACT 1-A MIXED USE 19.47 AC

TRACT 1-B MIXED USE 7.70 AC

TRACT 2 MIXED USE 57.57 AC

WILLIAMSON ROAD EXTENSION

TRACT 3 MIXED USE 55.96 AC

TRACT 4 MIXED USE 7.7 AC

TRACT 5 MIXED USE 19.94 AC

TRACT 6 MIXED USE 19.06 AC

TRACT 7 MIXED USE 42.39 AC

TRACT 8 MIXED USE 43.31 AC

TRACT 9 MIXED USE 72.36 AC

TRACT 10 MIXED USE 28.89 AC

TRACT 11 MIXED USE 13.40 AC

TRACT 12 MIXED USE 8.5 AC

TRACT 13 MIXED USE 18 AC

TRACT 14 MIXED USE 18.91 AC

TRACT 15 MIXED USE 19.06 AC

TRACT 16 MIXED USE 19.06 AC

INTERSTATE 95

GATEWAY TRACT
247.6 ACRES

CONCEPTUAL LAND USE PLAN
FARMTON - GATEWAY AREA
CITY OF EDGEWATER, FLORIDA
MIAMI CORPORATION

MARCH 12, 2012

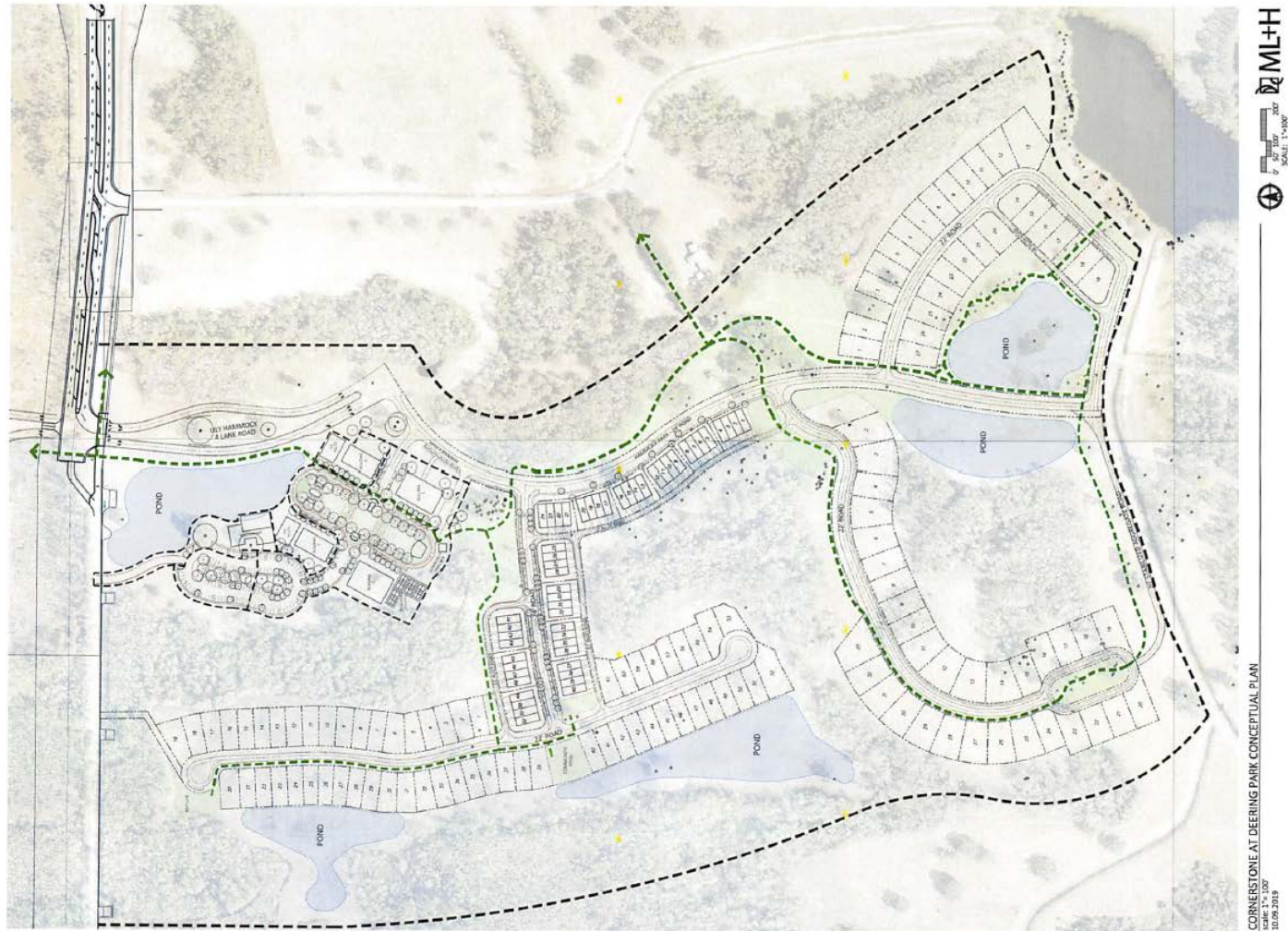
0 50' 100'

BSI

333 SW 7th Avenue, Suite 1200, Miami, FL 33135
P: 407.486.1212 F: 407.486.1200 www.bsi.com

REVISIONS:
ALL CHANGES TO THE ORIGINAL PLAN SHALL BE INDICATED BY A REVISION NUMBER AND DATE.
REVISED AS SHOWN ON THIS SHEET.

EXHIBIT "B-1"
CONCEPTUAL PLAN



**EXHIBIT “C”
TREES**

Common Name	Botanical Name	Inches (DBH)
Elm	Ulmus spp.	12 plus
Hickory	Carya spp.	12 plus
Loblolly Bay	Gordonia lasianthus	12 plus
Magnolia	Magnolia grandiflora	12 plus
Maple	Acer spp.	12 plus
Other Oak Species	Quercus spp.	12 plus
Red Bay	Persea borbonia	12 plus
Red Cedar	Juniperus silicicola	12 plus
Swamp Bay	Persea palustris	12 plus
Sweet Bay	Magnolia virginiana	12 plus
Sweet Gum	Liquidambar styraciflua	12 plus
Sycamore	Platanus occidentalis	12 plus
Turkey Oak	Quercus laevis	12 plus
Cypress	Taxodium spp.	s
<i>Sugarberry/Hackberry</i>	Celtis laevigata	s
<i>Slash Pine</i>	Pinus elliottii	s
<i>Longleaf Pine</i>	Pinus palustris	s