

GRAND RESERVE COLUMBUS MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 202____ 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 **THE GRAND RESERVE COLUMBUS, LLC**, a Florida limited liability company, whose mailing address is PO BOX 518, PHENIX CITY, AL 36868, (referred to below as "Owner"). The purpose of this Agreement is to define the terms and conditions granting the development approval of the subject property. *All capitalized terms used below but not immediately defined when first used shall have the meanings provided therefor elsewhere in this Agreement or the City's Land Development Code and all capitalized terms not defined shall have the meanings commonly prescribed to such term.*

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

1. LEGAL DESCRIPTION AND OWNER

The land subject to this Agreement is approximately 96.20 +/- acres located on Indian River Boulevard and Interstate-95, in Edgewater, Volusia County, Florida (the "Property"). The legal description of the Property is attached hereto as **Exhibit "A" - Legal Description**. The record owner of the subject Property is The Grand Reserve Columbus, LLC.

2. DURATION OF AGREEMENT

The duration of this Agreement shall be thirty (30) years. The Owner or any future developer of the Property ("Developer") shall commence construction as defined by the Overall Development Plan last updated March 15, 2023 (Exhibit "B") within three (3) years following the effective date of this Agreement. Developer's failure to initiate construction within the timeframe identified herein shall result in the City's termination of the 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. 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. Development

of this Property may be phased into multiple phases, including but not limited to a residential area and a commercial area.

1. Residential Area

a. Permitted Uses:

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

b. Unit Count

The maximum residential units permitted shall not exceed 8 dwelling units per net acre as calculated by the LDC. The project shall not exceed 468 units. The individual buildings may be individually adjusted for more or less units per building, without amendment to this Agreement.

c. Minimum Lot Size – will be maintained as one parcel.

d. Minimum Yard Size and Setbacks

Front Setback: 20 feet Adjacent to Commercial Lots

Rear Setback: 20 feet I-95 25 feet

Side Setback: 20 feet; applies to end units only Cow Creek Road 25 feet

Building Separation: 20 feet

Maximum Height: 40 feet, the bottom of the 3rd story window shall not be greater than 35 feet.

Maximum Building Coverage: 25%

Maximum Impervious Coverage: 65%

Parking: Per LDC – 1.5 spaces per unit plus 5% for visitors according to Table V-8

Parking Stalls: 10 feet by 18 feet

e. Trees

Minimum Tree Protection Requirements within the current LDC shall be met. Tree Preservation Areas depicted on the Overall Development Plan may be utilized to meet said requirements. Minimum number and type of trees for each residential building lot shall meet the requirements of the current LDC.

f. Landscaping and Irrigation

Landscaping and irrigation plans for common areas must be submitted with final construction plans. Six foot fences shall be required along the length of the residential area along Cow Creek Road, the commercial parcels, and Interstate 95. At a minimum, fence materials shall be comprised of PVC/vinyl materials, although the City may authorize another material that meets the intent and design character of the project.

Landscape Buffers

Adjacent to Commercial Lots 20 feet Type “A”

I-95 25 feet

Cow Creek Road 20 feet

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

g. Roads/Driveway

Private roads or drives within the project will have a minimum width of twenty feet (20') of pavement with a two (2) foot curb and gutter per side and constructed pursuant to the City's Standard Details.

h. Signage

Signage will be located along the main entrance road, not within the right-of-way, and shall meet the current City LDC standards.

i. Mailboxes

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

2. Commercial Area

a. Permitted Uses:

- a. Hotel.
- b. Restaurant.
- c. Retail.
- d. Quick Serve restaurant with Drive-Thru

b. Minimum Lot Size

Area: 15,000 square feet

Width: 150 feet

Depth: 100 feet

c. Minimum Yard Size and Setbacks

Front Setback: 40 feet along Indian River Boulevard

Rear Setback: Adjacent to Residential 30 feet Type “C”

Side Setback: 20 feet; applies to end units only

Building Separation: 20 feet

Maximum Height: 40 feet, the bottom of the 3rd story window shall not be greater than 35 feet.

Maximum Building Coverage: 35 %

Maximum Impervious Coverage: 80 %

Parking: Per LDC Table V-8

Design Standards: Development will adhere to Article XVIII, Indian River Boulevard – S.R. 442 Corridor Design Regulations.

d. Trees

Minimum Tree Protection Requirements within the current LDC shall be met. Tree Preservation Areas depicted on the Overall Development Plan may be utilized to meet said requirements.

e. Landscaping and Irrigation

Landscaping and irrigation plans for common areas must be submitted with final construction plans. A minimum landscape perimeter buffer of 10 feet shall be provided along I-95 and Cow Creek Road, and 20' along Indian River Boulevard. All future buffer maintenance responsibility will be that of the Property Owners Association.

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

f. Roads/Driveway

Private roads or drive within the Project will have a minimum width of twenty feet (20') of pavement with a two (2) foot curb and gutter per side and constructed pursuant to the City's Standard Details.

g. Entrance to Subdivision

One (1) access entrance on Indian River Boulevard, as shown on the Overall Development Plan, shall be required for accessing the Commercial Area of the development. At each entrance and exit of the residential segments of the multi-family development, the development shall accommodate an area where the City or its contractors shall install at the cost of the developer license plate readers for public safety. In addition, the development shall pay for the annual cost associated with the leasing of said equipment for the duration of this agreement.

h. Signage

Signage will be located along the 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 Property Owners Association.

4. PROPERTY OWNERS ASSOCIATION

The Developer shall establish a Property Owners Association (POA) for the Residential and Commercial Area for the purpose of maintaining the property and enforcing applicable covenants and restrictions. The POA 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 POA will be recorded in the public records of Volusia County at the time the Final Plat is recorded.

5. FUTURE LAND USE AND ZONING DESIGNATION

The Future Land Use designation is Mixed Use with a Conservation Overlay and the zoning designation is Mixed Use Planned Unit Development as defined in the City Land Development Code.

6. PUBLIC FACILITIES

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

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

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

A concurrency review shall be conducted to ensure that all required public facilities are available concurrent with the impacts of the development.

Developer, at the time of development, shall provide all public facilities to support this project including the following:

- a. Water Distribution System including fire hydrants. Developer agrees to connect to and utilize the City's water distribution 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 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. Water capacity shall be reserved for a period not to exceed twenty-four (24) months from the date the City signs the FDEP and/or DOH Water Application.
- b. Sewage Collection and Transmission System. Developer agrees to connect to and utilize the City's wastewater transmission and collection system at the nearest point of connection. All wastewater collection and transmission system improvements will be installed by the Developer and conveyed to the 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. Sewer capacity shall be reserved for a period not to exceed twenty-four (24) months from the date the City signs the FDEP Wastewater Application.
- c. Stormwater collection/treatment system, including outfall system. The retention and detention pond(s) shall meet the requirements for the St. Johns River Water Management District and the City of Edgewater LDC. The pond(s) will be owned

and maintained by the Property Owners' Association (POA). 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. One (1) water retention or water detention pond shall have a six (6) foot compact surface trail with a minimum of three (3) dog waste stations around the perimeter of said water retention or detention pond and shall be the responsibility of the Property Owners Association.

- d. Reclaimed Water Distribution System. The City has determined that reclaimed water is available to the site. Developer agrees to connect to and utilize the City's reclaimed water system at the nearest point of connection for all landscape irrigation needs within the subject property. All reclaimed system improvements within public right-of-ways 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. All onsite irrigation system components will be owned and maintained by the POA with a single point of connection from the property to the City utility.
- e. Pavement Markings and Signage. Developer shall install all required pavement markings and signage (stop signs, road signs, etc.) within the development. All permanent markings and signage shall comply with Florida Department of Transportation (FDOT) standards. Enhanced special signage may be used if it meets FDOT standards and approved by the City. All signs shall be maintained by the Property Owners' Association (POA)
- f. Sidewalks. A seven-foot (7') public sidewalk to be constructed by the Developer and approved by the City in all common areas and right of ways within the development. Sidewalks along common areas and right of ways shall be constructed by the Developer 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 City shall utilize the bond.
- g. Recreation and Open Space.
 - i. A minimum of 25% of the residential development shall be dedicated to open space, as defined in the LDC, if the project is phased, a minimum of 25% of each residential phase shall be dedicated to open space, as defined in the LDC.
 - ii. Developer shall construct an amenity center including a pool and common accessory uses to the same, along with pockets of open space throughout the development. A gym/fitness room shall be provided. A playground shall be provided. A trash can shall be provided at each amenity location.

The pool will be designed to meet the appropriate City, County and/or State requirements.

- iii. Ownership and maintenance responsibility of all recreation, open space, and amenity areas will be that of the Property Owners Association, as applicable.
- iv. Conservation areas are conceptually shown on Exhibit B – the exact location and quantify of conservation areas shall be determined during site plan review.

7. IMPACT FEES

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

- a. City Impact Fees and Connection Fees shall be paid at Building Permit issuance for each dwelling unit and commercial building at the prevailing rate authorized at the time of payment.
- b. Volusia County Road and School Impact fees shall be paid to County by applicant with proof of payment provided to the City prior to a Building Certificate of Occupancy.

8. BONDS

A Maintenance Bond equal to 10% of the cost of the public infrastructure improvements shall be provided to the City prior to the issuance of building permits. The Maintenance Bond shall be in effect for a two (2) year period from the date of completion of the public facilities. A Performance Bond, or other acceptable financial instrument such as a Letter of Credit, may be accepted by the City and shall be 130% of the costs of all remaining required improvements.

9. 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.

10. PERMITS REQUIRED

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

- 1. Department of Environmental Protection, St. Johns River Water Management District, Army Corps of Engineers and Florida Fish and Wildlife Conservation Commission.
- 2. City of Edgewater - Subdivision Preliminary and Final Plat Approval, Subdivision Construction Plan Approval, all applicable clearing, removal, construction and building permits.

Developer agrees to reimburse the City of Edgewater for direct costs associated with the legal review, engineering review, inspections of required infrastructure improvements, and the review and approval of the final plat related to the development, including recording fees.

11. 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 utility easements, as required. All utilities shall be dedicated to the City of Edgewater.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. RECORDING

Upon execution by all parties, the City shall record the Agreement with the Clerk of the Court in Volusia County. The cost of recording shall be paid by the Developer.

18. 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.

19. APPLICABLE LAW

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

20. TIME OF THE ESSENCE

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. SEVERABILITY

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

SIGNATURE BLOCKS BEGIN ON THE FOLLOWING PAGE

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

ATTEST:

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

Bonnie Zlotnick, CMC
City Clerk

By: _____
Diezel DePew
Mayor

Witnessed by:

OWNER:

**THE GRAND RESERVE COLUMBUS,
LLC**

By _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 202____, by _____, who is _____ of THE GRAND RESERVE COLUMBUS, LLC, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Stamp/Seal

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF THE WEST, $\frac{1}{2}$ OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF INTERSTATE 95, LYING SOUTH OF STATE ROAD 442, LYING WESTERLY OF FLORIDA EAST COAST RAILWAY – EDGEWATER BRANCH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 8, THENCE SOUTH $01^{\circ}03'17''$ EAST ALONG THE EAST LINE OF SAID WEST $\frac{1}{2}$ OF SECTION 8, A DISTANCE OF 1784.40 FEET TO THE WESTERLY RIGHT OF WAY OF SAID FLORIDA EAST COAST RAILWAY-EDGEWATER BRANCH AND FOR THE POINT OF BEGINNING: THENCE CONTINUE SOUTH $01^{\circ}03'17''$ EAST ALONG SAID EAST LINE OF THE WEST $\frac{1}{2}$ OF SECTION 8, A DISTANCE OF 856.33 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 8, SAID POINT BEING MARKED BY A 4" X 4" CONCRETE MONUMENT WITH A DISK STAMPED "RLS 2027"; THENCE SOUTH $01^{\circ}05'49''$ EAST, CONTINUING ALONG SAID EAST LINE OF THE WEST $\frac{1}{2}$ OF SECTION 8, A DISTANCE OF 2419.29 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE NORTH $22^{\circ}11'50''$ WEST, ALONG SAID EASTERLY RIGHT OF WAY OF INTERSTATE 95, A DISTANCE OF 3952.89 FEET THENCE NORTH $14^{\circ}56'44''$ WEST, ALONG SAID EASTERLY RIGHT OF WAY OF INTERSTATE 95, A DISTANCE OF 922.90 FEET; THENCE NORTH $05^{\circ}54'38''$ WEST, ALONG SAID EASTERLY RIGHT OF WAY OF INTERSTATE 95, A DISTANCE OF 364.77 FEET; THENCE NORTH $78^{\circ}16'48''$ EAST, ALONG THE SOUTHERLY RIGHT OF WAY OF INTERSTATE 95, A DISTANCE OF 267.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 442; THENCE NORTH $89^{\circ}41'55''$ EAST, ALONG SAID SOUTHERLY RIGHT OF WAY OF STATE ROAD 442, A DISTANCE OF 377.44 FEET; THENCE SOUTH $00^{\circ}18'05''$ EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH $89^{\circ}41'55''$ EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH $00^{\circ}18'05''$ WEST, A DISTANCE OF 175.00 FEET TO SAID SOUTHERLY RIGHT OF WAY OF STATE ROAD 442; THENCE NOROTH $89^{\circ}41'55''$ EAST, ALONG SAID SOUTHERLY RIGHT OF WAY OF STATE ROAD 442, A DISTANCE OF 341.19 FEET TO SAID WESTERLY RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY – EDGEWATER BRANCH; THENCE SOUTH $18^{\circ}00'01''$ EAST, ALONG SAID WESTERLY RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY – EDGEWATER BRANCH, A DISTANCE OF 1785.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”
OVERALL DEVELOPMENT PLAN