

**ORDINANCE NO. 2026-O-02**

**AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM CITY OF EDGEWATER MH-1W (COUNTY RELATED ZONING URBAN MEDIUM DENSITY) TO CITY OF EDGEWATER RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) FOR 41.9 ± ACRES OF CERTAIN REAL PROPERTY LOCATED AT 4401 S RIDGEWOOD AVENUE (PARCEL IDENTIFICATION NUMBER 8538-01-00-0071), EDGEWATER, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF EDGEWATER; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR AN EFFECTIVE DATE, RECORDING AND ADOPTION.**

**WHEREAS**, the City Council of the City of Edgewater, Florida, has made the following determinations:

**WHEREAS**, Edgewater Waterfront Park, LLC, is the owner of property located at 4401 S Ridgewood Avenue, within the City of Edgewater, Florida. Subject property contains approximately 41.9 ± acres; and

**WHEREAS**, the owner has submitted an application for a change in zoning classification from MH-1W (County Related Zoning Urban Medium Density) to City RPUD (Residential Planned Unit Development) for the property described herein; and

**WHEREAS**, on January 14<sup>th</sup>, 2026, the Local Planning Agency (Planning and Zoning Board) considered the application for change in zoning classification and recommended approval; and

**WHEREAS**, the proposed change in zoning classification is consistent with all elements of the Edgewater Comprehensive Plan; and

**WHEREAS**, the proposed change in zoning classification is not contrary to the established land use pattern; and

**WHEREAS**, the proposed change in zoning classification will not adversely impact public

facilities; and

**WHEREAS**, the proposed change in zoning classification will not have an adverse effect on the natural environment; and

**WHEREAS**, the proposed change will not have a negative effect on the character of the surrounding area.

**NOW, THEREFORE, BE IT ENACTED** by the People of the City of Edgewater, Florida:

**PART A. CHANGE IN ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF EDGEWATER, FLORIDA.**

The zoning classification is hereby changed for the property described in **Exhibit “A”** from City MH-1W (County Related Zoning Urban Medium Density) to City RPUD (Residential Planned Unit Development) pursuant to the associated RPUD Agreement (attached and hereto incorporated as **Exhibit “B”**).

**PART B. AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF EDGEWATER, FLORIDA.**

The Development Services Director is hereby authorized and directed to amend the Official Zoning Map of the City of Edgewater, Florida, to reflect the change in zoning classification for the above-described property.

**PART C. CONFLICTING PROVISIONS.**

All conflicting ordinances and resolutions, or parts thereof in conflict with this ordinance, are hereby superseded by this ordinance to the extent of such conflict.

**PART D. SEVERABILITY AND APPLICABILITY.**

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provisions thereof shall be held to be inapplicable to any person, property, or

circumstances, such holding shall not affect its applicability to any other person, property, or circumstance.

**PART E. RECORDING.**

Upon approval and execution, this document shall be delivered to the Clerk of Court for recording into the public records of Volusia County, Florida.

**PART F. EFFECTIVE DATE.**

This Ordinance shall take place upon adoption.

**PART G. ADOPTION.**

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Diezel DePew, Mayor

**ATTEST:**

\_\_\_\_\_  
Sara Geiger, City Clerk

Passed on first reading on the \_\_\_\_ day of \_\_\_\_\_, 2026

**REVIEWED AND APPROVED:** \_\_\_\_\_  
Anthony Sabatini, Esq., City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL 1:

A portion of the South 970.0 feet of the North 2872.6 feet of Lot 3, and a portion of the South 970.0 feet of the North 1940.0 feet of Lot 7, and a portion of the South 970.0 feet of the North 2090.0 feet of Lot 11, Assessor's Subdivision of C.E. McHardy Grant, in according to Plat thereof recorded in Map Book 3, Page 152 of the Public Records of Volusia County, Florida.

More particularly described as follows:

Beginning at the Northwest corner of Lot 3, Block 1 (one) of Water Front Park as recorded in Map Book 11, Page 251 Public Records of Volusia County, Florida, said point being the POINT OF BEGINNING; thence North 18°34'40" West along the East Right of Way of U.S. Highway #1, a distance of 854.01 feet to the point of curvature of a curve concave Westerly having a radius of 5827.65 feet, and a central angle of 00°08'12"; thence run along the arc of said curve a distance of 13.90 feet to a point 100.00 feet South of the centerline of River Park Boulevard as shown on the Corrected Plat of River Park Mobile Home Colony Section 1 (one) as recorded in Map Book 28, Page 4 of the Public Records of Volusia County, Florida; thence North 68°44'20" East along a line parallel to said Boulevard a distance of 300.25 feet to the West line of Lot 1-C as shown on said Corrected Plat of River Park Mobile Home Colony Section 1; thence South 18°34'40" East along the rear line of Lots 1-C, 119, 120, 121, 122 and a prolongation of said line for a distance of 361.91 feet; thence North 42°43'20" East, a distance of 114.00 feet; thence North 18°34'40" West, a distance of 1.53 feet to the South Right of Way line of Oak Street as recorded in said plat of River Park Mobile Home Colony Section 1; thence North 68°44'20" East along said South Right of Way line and a prolongation thereof for a distance of 1,250.14 feet; thence North 18°34'40" West, a distance of 150.28 feet to the Southwest corner of the Sewer Treatment Plant Site as shown on said plat of River Park Mobile Home Colony Section 1; thence continue North 18°34'40" West along the West line of said Sewer Treatment Plant Site 220.24 feet to the South line of the Drainage Canal Right of Way as shown on said plat of River Park Mobile Home Colony Section 1; thence North 68°44'20" East along said South line, a distance of 827.85 feet to the Westerly bank of the Indian River North; thence Southerly along said Westerly bank the following courses and distances; South 50°46'50" East, a distance of 42.21 feet; thence South 13°08'00" East, a distance of 36.19 feet; thence South 11°47'30" West, a distance of 68.22 feet; thence South 18°56'41" East, a distance of 165.46 feet; thence South 34°46'41" East, a distance of 107.15 feet; thence South 77°35'49" East, a distance of 28.05 feet; thence South 39°25'19" East, a distance of 77.83 feet; thence South 32°59'18" East, a distance of 150.02 feet; thence South 24°34'01" East, a distance of 154.23 feet; thence South 00°40'25" West, a distance of 88.54 feet; thence South 13°06'28" West, a distance of 66.18 feet; thence continue South 13°06'28" West for a distance of 2.35 feet to a point on the North line of Lot 1 (one) of Water Front Park Unit No. 2 as recorded in Map Book 8, Page 228 of Public Records of Volusia County, Florida; thence South 68°45'58" West along the North line of said Water Front Park Unit No. 2 and the aforesaid Water Front Park a distance of 2,533.85 feet to the POINT OF BEGINNING.

**EXHIBIT "B"**  
**RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) AGREEMENT**  
**HAVENSOUND**

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, Edgewater Waterfront Park LLC, 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 41.9± 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 recorded owner of the subject property is Edgewater Waterfront Park LLC., a Florida Limited Liability Company, 7335 River Road Conestoga, Pennsylvania 17516.

**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 February 18<sup>th</sup>, 2026, (**Exhibit "C"**) 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 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,



preserved in place. The Developer will make a good-faith effort to preserve the remaining historic trees where reasonably feasible based on final design, construction requirements, and arborist recommendations. Any remaining historic trees unavoidably impacted by proposed improvements shall only be subject to removal pursuant to Section 21-55.05 of the Edgewater Land Development Code with City permit approval or relocation efforts.

Landscape Buffer:

The western boundary shall be encumbered with a minimum twenty-five (25) foot landscape buffer in accordance with Article XX of the City of Edgewater Land Development Code. The northern landscape buffer shall be natural and shall be a minimum width of fifteen (15') feet. The southern landscape buffers shall be natural and shall be a minimum width of forty (40') feet, except where reduced to twenty-five (25') feet to accommodate the existing drainage feature located on the southern property boundary, and such southern buffer area shall be designated and maintained as a wildlife corridor. The Developer will dedicate a drainage, access and maintenance easement to the City for the existing drainage feature that serves off-site properties. A six (6') foot vinyl, wood, and/or PVC fence shall be installed on the rear lots of every single-family home abutting the north and south landscape buffer or

directly adjacent to the rear lot line in a common area. No clearing or grading shall be allowed in these landscape buffers, other than what is allowed as part of the stormwater permitting requirements.

Canopy trees shall be defined as a tree with a caliper of 2.5", twelve (12') feet in height at the time of planting and shall grow to a minimum of twenty-five (25') feet in height and fifteen (15') feet in width. Understory trees shall be defined as a tree with a caliper of 1.5", ten (10') 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 twenty-four (24") 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 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 25 herbaceous plants. Wetland Trees shall adhere to the canopy tree requirements within this agreement.

**Indian River Standards:**

The fifty (50') foot mean high water line building setback and twenty-five (25') foot wetland setback shall be strictly adhered. Impervious surface within 100 feet of the mean high water line shall be limited to thirty (30) percent. Residential lots adjacent to Indian River shall have a finished floor elevation for the main living area set two (2) feet above the base flood elevation. Only through a certified letter from an engineer or valid permit issued by a state agency with jurisdiction may seawalls be constructed. Shoreline restoration efforts shall be ongoing. Landscaping and vegetation located adjacent to the Mosquito Lagoon will be managed to remove invasive species and protect existing mangroves. The riverfront of the development is also encumbered with significant environmental resources including mangroves and other wetland flora. Additional plantings between the shoreline and any upland retaining walls will include replacement mangroves and other native species designed to promote the health and resiliency of the shoreline. The specific planting plan will be coordinated with the Riverside Conservancy for input on appropriate

planting materials and strategies. The City has allocated ten (10) boat slips to the Property. The Developer intends to construct, operate and maintain eight (8) of the ten (10) allocated boat slips; one (1) for the boat ramp, and seven (7) for transient canal boat slips intended for daytime use only. The Developer shall release the remaining two (2) boat slips to the City to add to the remaining inventory of available boat slips under the City's allocation of boat slips derived from the allocation of such slips under the Manatee Protection Plan. Once City provides such allocation to Developer/Owner, Owner shall be responsible for providing notice to, and securing any required approvals from, the County, SJRWMD, and other applicable governmental authorities (including Federal, State, or Local) concerning the boat slips hereby allocated to Owner. Unused boat slips shall revert to the City if not used within 60 months of effective date of this RPUD.

**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. Streetlights and lights on the buildings shall be downward facing and shielded to direct light downward instead of outward, consistent with DarkSky approved lighting standards to minimize glare and light pollution.

Signage: Signage shall conform to the current regulations within the Land Development Code.

Roads: A proportionate fair share agreement shall be established for the property in accordance with the Traffic Impact Analysis prepared for the Property, and may include contribution to the anticipated traffic light installation at Volco Road or Jones Fish Camp Road with the future design and construction of the signal deferred to the Florida Department of Transportation (FDOT), the City, or future projects located west of U.S. 1. The roads of the subdivision shall be private, gated, and maintained by the Homeowners Association (HOA). On-street parking may be permitted along internal roadways that serve the forty-foot (40') wide residential lots, and may not be permitted along any double-fronted street or any other two-way roadway within the Development.

**4. FUTURE LAND USE AND ZONING DESIGNATION**

The Future Land Use designation is Low Density Residential with a zoning designation of RPUD as defined in City Land Development Code. The City of Edgewater's permitted uses for RPUD 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 improvements, utilizing a performance bond or letter of credit, at one 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 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 Section 21-53 of the City of Edgewater's Land Development Code. 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 also adhere to OFW water quality treatment requirements.
- 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 available, the developer shall have the right to extend the line, if line is within 500' of the subject property, based

upon a proportionate share agreement or shall have the option to install irrigation wells until service becomes available. City staff shall require 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 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. 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.

### Unit Count

Based on Final Subdivision Plan approval, the total number of residential units permitted shall be 137 dwelling units, as depicted on the Master Plan. The Master Plan depicts 137 dwelling units, consisting of a mix of forty-foot (40'), fifty-foot (50'), sixty-foot (60'), and seventy-five-foot (75') wide lots. The general location of the residential dwelling units shown on the Master Plan may be reconfigured without amendment to this Agreement, provided that the total number of residential units does not exceed 137 dwelling units, the approved lot size mix is maintained as shown on the Master Plan, and the southern boundary lot size and development restrictions established on the Master Plan are preserved.

### Minimum Lot Size

## **Single-Family Residential**

### Minimum Lot Area:

40 ft wide lots: 4,600 sq. ft.

50 ft wide lots: 5,750 sq. ft.

60 ft wide lots: 7,200 sq. ft.

75 ft wide lots: 9,000 sq. ft.

Depth: 115 ft as to 40 ft and 50 ft wide lots; 120 ft all others

Max Height: 35 ft.

The RPUD Master Plan, as identified on Exhibit “B”, shall show certain lots shown with cross-hatching and located on the southern portion of the Property that will be restricted to single-story residences only, and the lot sizes along the southern boundary remaining as set forth in the approved Master Plan.

### Minimum House Square Footage

The minimum gross house square footage for single-family units shall be at least 1,600 square feet living area under air. All dwelling units located on 40 ft, 50 ft, and 60 ft wide lots shall be required to include a minimum of two car garage. Dwelling units located on 75 ft wide lots shall be required to include a minimum of three car garage. Carports will not be permitted for any units. All houses shall be installed with gutters, downspouts and drains prior to certificate of occupancy.

### Minimum Yard Size and Setbacks:

i. 40 ft wide lots:

Front Yard Setback: 15 ft

Garage Setback: 25 ft

Rear Yard Setback: 15 ft

Interior Side Yard Setback: 5 ft

Corner Side Yard Setback: 15 ft

Maximum Impervious Surface: 80%

Maximum Lot Coverage: 60%

ii. 50 ft wide lots:

Front Yard Setback: 15 ft

Garage Setback: 25 ft

Rear Yard Setback: 15 ft

Interior Side Yard Setback: 5 ft

Corner Side Yard Setback: 15 ft

Maximum Impervious Surface: 80%

Maximum Lot Coverage: 60%

iii. 60 ft wide lots:

Front Yard Setback: 15 ft

Garage Setback: 25 ft

Rear Yard Setback: 15 ft

Interior Side Yard Setback: 5 ft

Corner Side Yard Setback: 15 ft

Maximum Impervious Surface: 80%

Maximum Lot Coverage: 60%

iv. 75 ft wide lots

Front Yard Setback: 15 ft

Garage Setback: 25 ft

Rear Yard Setback: 15 ft

Interior Side Yard Setback: 7.5 ft

Corner Side Yard Setback: 15 ft

Maximum Impervious Surface: 75%

Maximum Lot Coverage: 60%

Swimming Pools:	Swimming pools, including any integrated, attached, or functionally connected spa or hot tub, shall observe a minimum rear setback of 10 feet.; no pool will be permitted on any lot that would require approval of a variance for such pool location.
Spas:	Stand-alone spas or hot tubs, not integrated with or attached to a swimming pool, shall observe a minimum rear setback of 5 feet.
Screen Enclosures	5 ft. Rear Setback 5 ft. Side Setback

All building inspections for the Project shall be conducted by the City of Edgewater. Notwithstanding the foregoing, in the event the City is unable to provide inspections in a timely manner or at a service level reasonably necessary to accommodate the Project due to staffing, capacity, scheduling, or similar constraints, the Developer may utilize one or more qualified third-party building inspectors, subject to the City's review and approval. Any such third-party inspectors shall be duly licensed and authorized under applicable Florida law and shall perform inspections in accordance with all applicable codes, ordinances, and City requirements.

e. Trees

Minimum Tree Protection Requirements shall be fifteen (15%) percent. Applicant shall meet the requirements of the Land Development Code within Article V, Section 21-55. 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. Two (2) historic trees as shown on the Plan may be removed and approved administratively if the applicant pays a fee in compliance with the City's Land Development Code and into the Tree Mitigation Fund or the developer plants additional trees per each historic tree, as outlined in the Land Development Code. Notwithstanding the foregoing, in the event the Developer elects or is required to remove the permitted historic trees, the Developer

shall make a good-faith effort to relocate such historic tree(s) rather than remove it, provided that relocation is reasonably feasible based upon cost considerations and the anticipated survival rate of the tree, as determined by a qualified arborist or company.

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. Irrigation shall utilize a combination of the wet retention ponds and onsite wells. All landscaping plants beyond sod must be Florida Native Plants as defined by the University of Florida IFAS Gardening Solutions. A minimum of fifty (50%) percent of the front yard must be landscaped with trees, shrubs, and groundcover. No more than fifty (50%) percent of the front yard shall be comprised of species of grass typically planted through the use of sod. A soil amendment package shall be provided on every single family home lot. The soil amendment packaged shall ensure the soil is a sandy loam consistency and contains a minimum of five (5%) organic soil material.

g. 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 eight (8) boat trailer parking stalls and a boat ramp, subject to applicable permitting requirements. Dog trash receptacles with waste bags shall be placed throughout the community every seven hundred and fifty linear feet. A minimum of 35% 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.

h. 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 private and maintained by the HOA

The centralized mailbox location shall provide a minimum number of parking spaces equivalent to two point five (5%) of the total unit count. A school bus designated loading space shall be accommodated within the development.

- i. Sidewalks. A five-foot (5') private 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.

i. Entrance to Subdivision

One (1) main entrance from South Ridgewood Avenue / U.S. 1 shall be permitted. Access to the community shall be provided through a public road to a private road. The public road and private road prior to the gated entrance shall provide a stacking lane that can accommodate a minimum of three (3) vehicles.

j. 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.

k. 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.

l. Air Conditioning

All air conditioning units and pads shall be located behind or within the side yard, but not within the front yard, of each house/dwelling unit.

m. 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.

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.

A conservation easement shall be established over the southern buffer area of the Property, as depicted on the Master Plan, which shall be preserved in perpetuity and remain free from development or disturbance, except as expressly permitted herein. The conservation easement area shall be designated and labeled on the Master Plan as a “Wildlife Corridor.” Prior to execution of the conservation easement in favor of the City, supplemental plantings may be installed within the Wildlife Corridor, provided such plantings are consistent with the conservation purpose of the easement. No buildings, structures, or improvements shall be permitted within the Wildlife Corridor, and the area shall be maintained in a natural condition consistent with its conservation purpose, except for activities necessary for habitat management, invasive species control, or other conservation-related purposes.

n. Model Homes and Temporary Sales Offices

Six (6) single-family lots, if applicable, 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, or other timing as permitted by Florida Statute. 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 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.

o. Homeowners Association

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.

**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 the time of application.

- 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 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.

**10. CONSISTENCY OF DEVELOPMENT**

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

**11. PERMITS REQUIRED**

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

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

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

Developer agrees to reimburse the City of Edgewater for direct costs associated with the legal review, engineering review, 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 and conservation 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.

## **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**

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

**19. PERIODIC REVIEW**

The City shall review the development subject to this Agreement every 12 months, commencing 12 months after the date of this Agreement to determine if there has been good faith compliance with the terms of this Agreement. If the City finds on the basis of competent substantial evidence that there has been a failure to materially comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Any such revocation or modification shall only occur after the City has notified the Developer in writing of Developer's failure to materially

comply with the terms of this Agreement and Developer fails to cure such breach after receiving written notice and a reasonable opportunity to cure such breach from the City.

**20. APPLICABLE LAW**

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

**21. TIME OF THE ESSENCE**

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

**22. AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment. Substantial changes, as determined by the City Manager, shall require City Council approval.

**23. FURTHER DOCUMENTATION**

The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

**24. SPECIFIC PERFORMANCE**

Both the City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

**25. COUNTERPARTS**

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

**26. CAPTIONS**

Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**27. SEVERABILITY**

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

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 Deputy,  
Mayor**

**OWNER/DEVELOPER**

**Witnessed by:**

**Edgewater Waterfront Park, 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, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

.

\_\_\_\_\_

SEAL

**NOTARY PUBLIC**

(Signature of Notary Public - State of Florida)

Personally Known    OR     Produced Identification

Type of Identification Produced \_\_\_\_\_

