

ORDINANCE NO. 2024-O-51

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM B-3 HIGHWAY COMMERCIAL, MH-1 MOBILE HOME PARK, AND VOLUSIA COUNTY MH-4A RURAL MOBILE HOME TO MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) FOR 22.97± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF PARK AVENUE AND EAST OF CAROL ANN DRIVE, (PARCEL IDENTIFICATION NUMBERS 7432-08-00-0110, 7432-08-00-0120, 7452-01-00-0377, 7452-01-00-0385, 7452-01-00-0377, 7452-01-00-037G, 7452-01-00-037H, and 7432-08-00-0130), 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:

1. Jeffrey Brock, applicant on behalf of Oak Grove on Park, LLC, owner, has applied for an amendment to the Comprehensive Plan Future Land Use Map to include property located property generally located south of Park Avenue and east of Carol Ann Drive (Tax Parcel No.'s 7432-08-00-0110, 7432-08-00-0120, 7452-01-00-0377, 7452-01-00-0385, 7452-01-00-0377, 7452-01-00-037G, 7452-01-00-037H, and 7432-08-00-0130) within Volusia County, Florida. Subject property contains approximately 22.969± acres.
2. The owner has submitted an application for a change in zoning classification from B-3 Highway Commercial, MH-1 Mobile Home Park, and Volusia County MH-4A Rural Mobile Home Park to Mixed Use Planned Unit Development (MUPUD) for the property described herein.
3. On Wednesday, September 11, 2024, the Local Planning Agency (Planning and Zoning Board) considered the application for change in zoning classification.

4. The proposed change in zoning classification is consistent with all elements of the Edgewater Comprehensive Plan.

5. The proposed change in zoning classification is not contrary to the established land use pattern.

6. The proposed change in zoning classification will not adversely impact public facilities.

7. The proposed change in zoning classification will not have an adverse effect on the natural environment.

8. The proposed change will not have a negative effect on the character of the surrounding area.

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

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

The zoning classification is hereby changed from B-3 Highway Commercial, MH-1 Mobile Home Park, and Volusia County MH-4A Rural Mobile Home Park to Mixed Use Planned Unit Development (MUPUD), for the property described in **Exhibits “A”, “B”, and “C”**.

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 _____, 2024.

Diezel DePew, Mayor

ATTEST:

Bonnie Zlotnik, CMC, City Clerk

Passed on first reading on the ____ day of _____, 2024

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

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A: That portion of Government Lots 6 and 7, Section 2, Township 18 South, Range 34 East, Volusia County, Florida, being more particularly described as follows: Commence at the intersection of the South line of said Government Lot 6, and the Easterly right of way line of U.S. Highway No. 1; run thence South 89°56'40" East along said South line of Government Lot 6, a distance of 96.16 feet for the Point of Beginning; thence continue South 89°56'40" East along said South line, a distance of 2.84 feet; run thence North 77°09'50" East, a distance of 92.87 feet; run thence South 12°50'10" East, a distance of 105.8 feet; run thence South 79°07' West, a distance of 95.7 feet; run thence North 12°50'10" West, a distance of 103.17 feet to the Point of Beginning. The above described property being also known as Lot 25, PALM BREEZE, an unrecorded subdivision.

PARCEL B: That portion of Government Lot 7, Section 2, Township 18 South, Range 34 East, Volusia County, Florida, being more particularly described as follows: Begin at the intersection of the South line of Government Lot 6, said Section 2, Township 18 South, Range 34 East, and the Easterly right of way line of U.S. Highway No. 1; run thence South 89°56'40" East along the South line of said Government Lot 6, a distance of 96.16 feet; run thence South 12°50'10" East, a distance of 103.17 feet; run thence South 79°07' West, a distance of 63.66 feet to the said Easterly right of way line of U.S. Highway No. 1, run thence North 26°41'40" West along said Easterly right of way line of U.S. Highway No. 1, a distance of 126.18 feet to the Point of Beginning. The above described property being also known as Lot 26, PALM BREEZE, an unrecorded subdivision.

PARCEL C: Commence at the intersection of the South line of U.S. Lot 6, Section 2, Township 18 South, Range 34 East, and the Easterly right of way line of U.S. Highway No. 1; thence South 89°56'40" East, 99.09 feet along said South line, thence North 77°09'50" East, 92.87 feet for the Point of Beginning; thence North 77°09'50" East, 92.65 feet; thence South 12°50'10" East, 108.96 feet; thence South 79°07' West, 92.7 feet; thence North 12°50'10" West, 105.8 feet to the Point of Beginning.

A PORTION OF LOT 37, ASSESSORS SUBDIVISION OF THE G. ALVAREZ GRANT, SECTION 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 137, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF PARK AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT, AND LYING WESTERLY MANGO TREE DRIVE,
A 60 FOOT RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF SAID CAROL ANN DRIVE AND THE SOUTHERLY RIGHT OF WAY OF SAID PARK AVENUE BEING AN 80.00 FOOT RIGHT OF WAY ACCORDING TO A VOLUSIA COUNTY RIGHT OF WAY MAP, COUNTY PROJECT NUMBER 1377; THENCE N 67°02'16" E, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 540.69 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY S 22°12'47"E, A DISTANCE OF 371.38 FEET TO THE POINT OF BEGINNING; THENCE N67°50'52"E,

A DISTANCE OF 805.71 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED ON OFFICIAL RECORDS BOOK 6920 PAGE 4317; THENCE S22°00'15"E, ALONG SAID LINE A DISTANCE OF 89.07 FEET TO THE SOUTHWEST CORNER OF SAID BOOK AND PAGE OCCUPIED BY A 1 AND 1/2" PIPE WITH NO IDENTIFICATION; THENCE N67°40'00"E, ALONG THE SOUTHERLY LINE OF SAID BOOK AND PAGE A DISTANCE OF 166.53 FEET TO A 1" PIPE WITH CAP, AND THE WESTERLY RIGHT OF WAY OF MANGO TREE DRIVE; THENCE ALONG SAID MANGO TREE DRIVE S22°03'08"E, A DISTANCE OF 50.00 FEET; THENCE S67°40'00"W, A DISTANCE OF 166.57 FEET TO THE SOUTHERLY EXTENSION OF THE ABOVE REFERENCED WESTERLY LINE OF OFFICIAL RECORDS BOOK 6920 PAGE 4317; THENCE ALONG SAID LINE S22°00'15"E, A DISTANCE OF 226.30 FEET TO THE SOUTHERLY LINE OF THE G. ALVEREZ GRANT; THENCE ALONG SAID GRANT LINE S73°57'52" W, A DISTANCE OF 809.08 FEET; THENCE N22°12'47"W, A DISTANCE OF 279.16 FEET AND THE POINT OF BEGINNING.

HAVING AN AREA OF 6.148 ACRES

EXHIBIT “B”

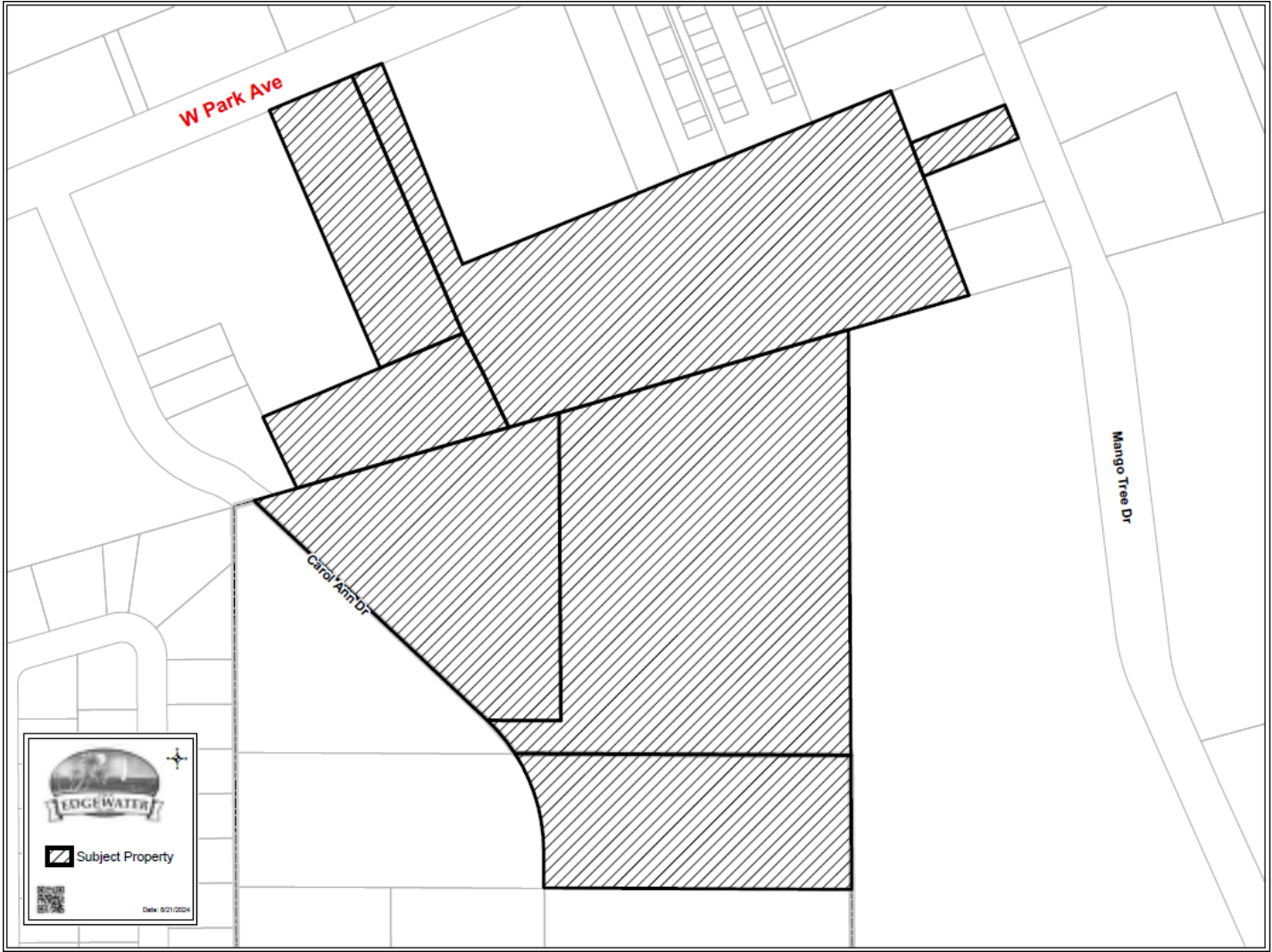


EXHIBIT “C”
MANGO KEY MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD)
AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 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") **OAK GROVE ON PARK AVENUE, LLC**, a Florida limited liability company, whose mailing address is 220 Charles Street, Port Orange, FL 32129, and **MANGO STORAGE, LLC**, a Florida limited liability company, whose mailing address is 220 Charles Street, Port Orange, FL 32129, (collectively referred to below as "Owner") and **MANGO KEY DEVELOPMENT, LLC**, a Florida limited liability company whose mailing address is 220 Charles Street, Port Orange FL 32129 (hereinafter referred to as “Developer”). The Owner is undertaking entitlement of the Property and the Developer, its successors or assigns is undertaking the physical development of the Property or a portion thereof. 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 22.97 +/- acres located on Park Avenue and Carol Ann Drive in Edgewater, Volusia County, Florida (the “Property”). The legal description of the Property is attached hereto as **Exhibit "A" - Legal Description**. The Owner is the record title owner of the subject Property.

2. DURATION OF AGREEMENT

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

3. APPROVAL OF MASTER PLAN AND PHASES OF AGREEMENT

A. Approval of Master Plan. City hereby approves the Master Plan (“Master Plan”) attached hereto as Exhibit “B” and incorporated herein and the uses, requirements and development standards (collectively, “Development Standards”) set forth below. Subject to the conditions,

commitments, and requirements of this Agreement, the project may be developed consistent with the Master Plan and the Development Standards. Details and construction requirements that the Development Standards do not address shall be governed by the LDC. To the extent requirements of the LDC and the Development Standards conflict or are inconsistent or incompatible, the Development Standards shall control. Development of this Property is subject to the terms of this Agreement and in accordance with the City of Edgewater's current Land Development Code (LDC). Final project approval may be subject to change based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements.

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

4. DEVELOPMENT STANDARDS AND PERMITTED USES

Project means development and operation of the Property as allowed by this Agreement, including for residential townhomes, boat/RV/vehicle storage, climate controlled self-storage, commercial retail, boat/RV/vehicles sales/service, warehouses with associated office space, construction yard/storage, and other uses. Development of this Property is subject to the terms of this Agreement and in accordance with the City of Edgewater's current Land Development Code (LDC). Final project approval may be subject to change based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements. Development of this Property may be phased into multiple phases, including but not limited to a Residential/Multi-Family Area and a Commercial/Mixed Use Area. Access improvements shall be provided as required by the County of Volusia and the City of Edgewater LDC. The maximum building coverage shall apply to the Property as a whole at 65% maximum building coverage and the maximum impervious coverage shall also apply to the Property as a whole at 75% maximum impervious coverage.

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

1. Residential Area

- a. Permitted Uses: The following uses shall be authorized on the Property:
 - i. Residential Townhomes.

Residential townhome buildings which are a part of a residential subdivision may contain four or more townhomes (maximum of six) so long as the development standards set forth in this Agreement are met.

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

b. Unit Count

The residential unit count within the Residential/Multi-Family Area shall not exceed 121 dwelling units. The individual buildings may be individually adjusted for more or less units per building, without amendment to this Agreement.

c. Minimum Unit Square Footage

The minimum gross unit square footage shall be at least 1,200 square feet living area under air for residential dwelling units.

Platted Townhome Minimum Yard Size and Setbacks

Minimum lot area: 2,000 sf
Minimum lot width: 20 feet

Minimum building setbacks for Interior Lots:

- a. Front yard: 25 ft.
- b. Rear yard: 10 ft.
- c. Side yard: * 0 ft.
- d. Between buildings (side to side): 20 ft.
- e. Between buildings (front to front or rear to rear): 40 ft.

Minimum floor area: 1,200 sq. ft.
Maximum building coverage: 65 %
Maximum impervious coverage: 75%
Maximum Height: 35 feet.

Screen Enclosures Setbacks:

- a) Side Yard: 5 feet
- b) Rear Yard: 5 feet

Pools and hot tubs are not allowed.

d. Trees

Tree Preservation Areas (TPA) as set forth in the Master Plan shall be utilized to meet the City's Minimum Tree Protection Requirements within the LDC. The TPA requirement may be met within the overall MUPUD rather than within each phase. Historic trees may be removed, however Historic trees must be replaced with a minimum of five (5) canopy trees within the development with a dbh of three point five (3.5) inches and a height of twelve (12) feet. One (1) understory tree shall be required per townhome unit.

e. Landscaping and Irrigation

A twenty (20) foot landscape buffer shall be provided along the perimeter property boundary. Said buffer shall consist of four (4) 2 ½" canopy trees, two (2) understory trees, and thirty (30), six (6) gal. shrubs for every one hundred (100) linear feet. In lieu of this required buffer, the development may utilize the existing vegetation, provided the existing vegetation is protected and no vegetation is removed during the development.

A twenty (20) foot landscape buffer shall be provided along the west property boundary abutting the residential that have frontage on Carol Ann Drive. Said buffer shall consist of four (4) 2 ½" canopy trees, two (2) 2" understory trees, and thirty (30), six (6) gal. shrubs for every one hundred (100) linear feet. If a planted buffer is chosen, a six (6) foot vinyl fence shall be provided immediately adjacent to Carol Ann Drive. In lieu of this required buffer, the development may utilize the existing vegetation, provided the existing vegetation is protected and no vegetation is removed during the development. If a natural buffer is chosen, the six (6) foot vinyl fence must be provided adjacent to the townhome units on Carol Ann Drive.

The landscape buffer along Park Avenue shall conform to Article XX, Section 21-630.03. A ten (10) foot wide landscape buffer shall be provided along Park Avenue.

Canopy trees shall be defined as a tree with a caliper of 2.5" and shall grow to a minimum of twenty-five (25) feet in height and fifteen (15) feet in width. In lieu of a canopy tree, two (2) palm trees may be utilized, however no more than twenty five (25) percent of the required canopy trees shall be replaced with palm trees.

Understory trees shall be defined as a tree with a caliper of 2.5" and shall grow to a minimum of fifteen (15) feet in height and ten (10) feet in width.

Shrubs shall be defined as six (6) gallon plants with a minimum height of twenty four (24) inches at the time of planting.

Existing trees may be utilized in lieu of the required canopy trees within the landscape buffers, provided said trees are identified on the landscape plan and are protected with a protective barrier.

A minimum of 15 % of the Property shall be required to meet the natural vegetation requirements of the City. Wet and dry ponds shall count towards required open space.

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

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

f. Amenities

- i. Developer may but is not obligated to construct an amenity center.

- ii. Developer shall provide open space for a dog walk near the Park Avenue entrance with a dog waste station. Said dog walk shall be enclosed by a four (4) foot tall black vinyl coated fence. Dog waste stations are defined as a structure that has dog waste bags with a trash receptacle. One (1) dog water station shall be provided. Two (2) benches shall be provided within the dog walk.
 - iii. Ownership and maintenance responsibility of all recreation/open space areas will be that of the Management Association or Homeowners Association, as applicable.
- g. Roads/Driveway

Public roads or driveways within the project will have a minimum width of twenty feet (20') with a two (2) foot-wide curb and gutter per side and constructed pursuant to the City's Standard Details. Said roads shall be built to City of Edgewater standards and dedicated to the City of Edgewater, subsequent to final City inspection and acceptance and by a final plat. There shall be an emergency access only gate to Carol Anne Drive and an emergency access gate thru Mango Storage to Mango Tree Drive. Emergency access for all gating shall be provided by a Knox® override system or other method as approved by the City's Fire Marshal. A minimum of 60 off street parking spaces shall be constructed throughout the subdivision as depicted in the conceptual plan.
- h. Signage

Signage will be located along the main entrance road at Park Avenue, not within the right-of-way, and shall meet the current City LDC standards of Article XX. All future maintenance responsibilities will be that of the Management Association or Homeowner's Association.
- 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.
- j. Air Conditioning for the Units

The location(s) of air conditioning units and pads shall be determined during the construction plan review process and may be located in side yards as long as they do not interfere with the drainage swales.
- k. Model Homes and Leasing Offices

A leasing office may be designated for use as a potential model home or sales office. Up to three (3) townhome buildings or units may be designated for use as potential model home or temporary sales office lots. A model home may be used as a sales or leasing office from the time the plat is recorded until such time as the last lot is developed within the subdivision or final site plan is approved. Model home construction prior to plat recording or approval of a final site plan shall only be allowed upon compliance with the following requirements:

 - i. Provision for fire protection, including testing and approval of the water system by the Florida Department of Environmental Protection (FDEP), if on-site hydrants are required

to service the area where the proposed models will be constructed.

ii. Construction of access roads to the model home sites prior to building permit issuance, to the extent necessary to allow sufficient access by City vehicles for inspections and emergency access.

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. Any Leasing Center shall provide handicap accessible restrooms. Additional requirements, restrictions and conditions may be imposed by the City to address specific site or project concerns. A Certificate of Completion issued as provided in the Florida Building Code shall be deemed to authorize limited occupancy of the model home/sales/leasing office. Upon conversion of the model homes back to a townhome unit, a new and permanent certificate of occupancy shall be issued upon completion reflecting the residential dwelling classification.

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

i. The maximum height of any temporary flags shall be ten feet (10') with a maximum size of twenty (20) square feet.

The number of temporary flags shall not exceed eight (8) and shall be permitted on private/common property and prohibited in the roadway area and site triangle area as outlined in the Land Development Code, Section 21-38.03.

ii. Each model home may have a ground-based sign, not exceeding sixteen square feet with a maximum height of six (6) feet, indicating "Model Home".

iii. Each leasing office may have a maximum of four (4) flags or signs not exceeding twenty (20) square feet each in area with a maximum height of twenty (20) feet indicating "Leasing Center or Office".

2. Commercial Area

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

- a. RV/Boat/Vehicle Outdoor Storage (Optional Overhead Covered Storage) with manager's residence/office
- b. Climate Controlled Self-Storage.
- c. Warehouse and associated office space
- d. Boat/RV/Vehicle Sales/Service
- e. Retail Sales related to Warehouse use
- f. Construction yard/storage

Uses may be moved around or relocated from the locations as depicted on the Master Plan to other portions of the Property within the Commercial Area, so long as the densities and intensities related to said entitlement(s) are not increased. There shall be a minimum commercial area of 267,796 square feet, a maximum warehouse, self-storage, retail sale use of 60,000 square feet, and a maximum RV/Boat/Vehicle Outdoor Storage of five (5) acres.

b. Commercial Minimum Yard Size and Setbacks

Minimum Lot Area: 20,000 square feet
Minimum Width: 100 feet
Minimum Depth: 100 feet
North Building Setback: 10 feet
Mango Tree Road Building Setback: 25 feet
Preservation Building Setback: 25 feet
Building Separation: 30 feet
Maximum Height: 50' feet
Parking: Shall meet the current City LDC.

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

3. Trees

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

4. Landscaping and Irrigation

Landscaping and irrigation plans for common areas shall be submitted with final construction plans. A ten (10) foot landscape buffer shall be provided along the project property boundary. Said buffer shall consist of two (2) canopy trees, three (3) understory trees, and twenty (20) six (6) gallon shrubs for every one hundred (100) linear feet. In lieu of this required buffer, the development may utilize the existing vegetation, provided the existing vegetation is protected and no vegetation is removed during the development.

Canopy trees shall be defined as a tree with a caliper of 2.5" and shall grow to a minimum of twenty-five (25) feet in height and fifteen (15) feet in width.

Understory trees shall be defined as a tree with a caliper of 2.5" and shall grow to a minimum of fifteen (15) feet in height and ten (10) feet in width.

Shrubs shall be defined as six (6) gallon plants with a minimum height of twenty four (24) inches at the time of planting.

Existing trees may be utilized in lieu of the required canopy trees within the landscape buffers, provided said trees are identified on the landscape plan and are protected with a protective barrier. An arborist report and tree survey shall be provided for the removal of any tree. All future buffer maintenance responsibility will be that of the Management Association. A minimum of 15 % of the Property shall be required to meet the natural vegetation requirements of the City. Wet and dry ponds shall count towards required open space.

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

4. Roads/Driveway

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

5. Entrance to Project

One (1) access to Mango Tree Drive and an emergency access only thru Mango Key Townhomes to Park Avenue as shown on the Master Plan, shall be permitted. Other entrances or access points may be authorized on the Property by the City. The final locations of access points may be modified based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements.

6. Signage

Signage will be located along the main entrance road on Mango Key Drive, not within the right-of-way, and shall meet the current City LDC. All future maintenance responsibility will be that of the Management Association. Additional signage may be permissible as agreed to by the City.

5. MANAGEMENT ASSOCIATION/HOMEOWNERS ASSOCIATION

The Developer shall provide for a management association (MA) for the Commercial for the purpose of maintaining the property and enforcing applicable covenants and restrictions. The Developer shall establish a Homeowner's Association (HOA) for the Residential Area for the purpose of maintaining the property and enforcing applicable covenants and restrictions.

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

6. FUTURE LAND USE AND ZONING DESIGNATION

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

Mixed Use - Community Center Summary of Allowable Entitlements

Project Site	Acres	Allowable Density Units/Acre	Total Units	Allowable Intensity Floor Area Ratio (FAR)	Total Square Feet
Gross	22.97				
Wetlands	0.27				
Net Development Area	22.97				
Residential Units (___%)	16.79	12	121		
Commercial (___%)	6.148			0.50	60,000

Project Site Allocation of Entitlements

	Residential Acreage	Maximum Units Residential	Commercial Acreage	Maximum Square Footage Commercial
Residential/ Multi-Family	16.79	125	0	0
Commercial/ Mixed-Use	0	0	6.148	60,000
Total	16.79	121	6.148	60,000

7. PUBLIC FACILITIES

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

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

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

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

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

- a. Water Distribution System including fire hydrants: Developer agrees to connect to and utilize the City of Edgewater water distribution system at the nearest point of connection. All water distribution systems shall be "looped" where possible in the sole determination of the respective Utility Provider in order to prevent any future stagnation of water supply. All water main distribution system improvements will be installed by the Developer and conveyed to the respective Utility Provider by Bill of Sale in a form reasonably acceptable to said Utility Provider prior to or at the time of platting or in accordance with the requirements contained in the Land Development Code as it relates to performance bonds. Water capacity shall be reserved for a period not to exceed twenty-four (24) months from the date the Utility Provider signs the FDEP and/or DOH Water Application.
- b. Sewage Collection and Transmission System: Developer agrees to connect to and utilize the City of Edgewater wastewater transmission and collection system at the nearest point of connection. All wastewater collection and transmission system improvements will be installed by the Developer and conveyed to the respective Utility Provider by Bill of Sale in a form reasonably acceptable to said Utility Provider prior to or at the time of platting or in accordance with the requirements contained in the Land Development Code as it relates to performance bonds. Sewer capacity shall be reserved for a period not to exceed twenty-four (24) months from the date the City signs the FDEP Wastewater Application.
- c. Stormwater collection/treatment system, including outfall system. The retention and detention pond(s) shall meet the requirements for the St. Johns River Water Management District and the City of Edgewater LDC. The pond(s) will be owned and maintained by the Homeowner's Association (HOA) for the Residential Area and the Management Association (MA) for the Commercial Area.

- d. Reclaimed Water Distribution System. The City has determined that reclaimed water may be available in the foreseeable future. Therefore, the Developer shall install a central reclaimed water irrigation distribution system constructed to City standards. Water will be provided initially by onsite irrigation wells or surface water withdrawal until reclaimed water is available to the Development and all irrigation systems shall be approved by all applicable regulatory agencies. Once reclaimed water is provided to the area the development must convert irrigation systems to the reclaimed water system within 30 days of availability. Onsite irrigation system to remain property of MA/HOA, with single point of connection to (future) City reclaimed water utility.
- e. Pavement Markings and Signage. Developer shall install all required pavement markings and signage (stop signs, road signs, etc.) within the development. All permanent markings and signage shall comply with Florida Department of Transportation (FDOT) standards. Enhanced special signage may be used if it meets FDOT standards and approved by the City. All signs shall be maintained by the HOA for the Residential Area and the MA for the Commercial Area.
- f. Sidewalks. A five-foot (5') wide public sidewalk shall be installed by the Developer in all common areas and right of ways within the development, and a five-foot (5') wide sidewalk shall be installed by individual builders on each lot prior to issuance of Certificate of Occupancy by the City of Edgewater for that lot. Sidewalks along common areas and right of ways shall be constructed and approved by the City prior to issuance of the first Certificate of Occupancy for the development. Developer shall provide a bond or surety in a form acceptable to the City in the amount as stated per the current fee resolution per lineal foot for two (2) years. If sidewalks are not completed within two (2) years, the Developer will install the remaining sidewalks.

g. Recreation and Open Space.

- i. A minimum of 15% of the residential development within Residential Area shall be dedicated to open space, as defined in the LDC, if the project is phased, a minimum of 15% of each residential phase within the Residential shall be dedicated to open space, as defined in the LDC.
- ii. Developer may but is not required to construct an amenity center.
- iii. Developer will provide an open space dog walk as shown on Exhibit B - Master Plan.
- iv. Ownership and maintenance responsibility of all recreation/open space areas will be that of the Homeowners Association.

8. IMPACT FEES

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

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

9. BONDS

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

end of one (1) year from the date of final inspection and approval of the required improvements by the City.

10. CONSISTENCY OF DEVELOPMENT

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

11. PERMITS REQUIRED

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

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

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

12. DEDICATION OF LAND FOR PUBLIC PURPOSES

The Developer shall convey to the City, by limited warranty deed and title insurance free and clear of all liens and encumbrances at plat dedication, all utility easements, as required. All utilities shall be dedicated to their respective Utility Provider, whether to Volusia County utilities or to City of Edgewater utilities.

13. DEVELOPMENT REQUIREMENTS

Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with those permitting requirements, conditions, terms or restrictions and any matter or thing required to be done under the existing ordinances of the City. Existing ordinances shall not be otherwise amended, modified, or waived unless such modification, amendment or waiver is expressly provided for in this Agreement with specific reference to the ordinance provisions so waived.

14. HEALTH SAFETY AND WELFARE REQUIREMENTS

The Developer shall comply with such conditions, terms, restrictions or other requirements determined to be necessary by the City for the public health, safety or welfare of its citizens.

15. APPEAL

If the Developer is aggrieved by any City official interpreting the terms of this Agreement, the Developer shall file a written appeal to the City Manager. After receiving the written appeal, the appeal will be reviewed by the City Manager and City Attorney. If the City Manager cannot resolve the dispute, the issue shall be scheduled for the City Council agenda. The action of the City Council concerning this Agreement shall be considered final agency action, appealable to a court of competent jurisdiction.

16. PERFORMANCE GUARANTEES

During the term of this Agreement, regardless of the ownership of the Property, the Property shall be developed in compliance with the terms of this Agreement and applicable regulations of the City not inconsistent with, or contrary to, this Agreement.

17. BINDING AFFECT

The provisions of this Agreement, including any and all supplementing amendments, and all final site plans, shall bind and inure to the benefit of the Developer or its successors in interest and assigns and any person, firm, corporation, or entity who may become the successor in interest to the land subject to this Agreement or any portion thereof and shall run with the land and shall be administered in a manner consistent with the laws of the State of Florida.

18. RECORDING

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

19. PERIODIC REVIEW

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

20. APPLICABLE LAW

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

21. TIME OF THE ESSENCE

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

22. AGREEMENT/AMENDMENT

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

23. FURTHER DOCUMENTATION

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

24. SPECIFIC PERFORMANCE

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

25. COUNTERPARTS

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

26. CAPTIONS

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

27. SEVERABILITY

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

SIGNATURE BLOCKS BEGIN ON THE FOLLOWING PAGE

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

ATTEST:

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

Bonnie Zlotnick, CMC

City Clerk

By: _____

Mayor

Witnessed by:

OWNER

By _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
Stamp/Seal

Witnessed by:

OWNER

By _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
Stamp/Seal

Witnessed by:

DEVELOPER

By _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
Stamp/Seal

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A: That portion of Government Lots 6 and 7, Section 2, Township 18 South, Range 34 East, Volusia County, Florida, being more particularly described as follows: Commence at the intersection of the South line of said Government Lot 6, and the Easterly right of way line of U.S. Highway No. 1; run thence South 89°56'40" East along said South line of Government Lot 6, a distance of 96.16 feet for the Point of Beginning; thence continue South 89°56'40" East along said South line, a distance of 2.84 feet; run thence North 77°09'50" East, a distance of 92.87 feet; run thence South 12°50'10" East, a distance of 105.8 feet; run thence South 79°07' West, a distance of 95.7 feet; run thence North 12°50'10" West, a distance of 103.17 feet to the Point of Beginning. The above described property being also known as Lot 25, PALM BREEZE, an unrecorded subdivision.

PARCEL B: That portion of Government Lot 7, Section 2, Township 18 South, Range 34 East, Volusia County, Florida, being more particularly described as follows: Begin at the intersection of the South line of Government Lot 6, said Section 2, Township 18 South, Range 34 East, and the Easterly right of way line of U.S. Highway No. 1; run thence South 89°56'40" East along the South line of said Government Lot 6, a distance of 96.16 feet; run thence South 12°50'10" East, a distance of 103.17 feet; run thence South 79°07' West, a distance of 63.66 feet to the said Easterly right of way line of U.S. Highway No. 1, run thence North 26°41'40" West along said Easterly right of way line of U.S. Highway No. 1, a distance of 126.18 feet to the Point of Beginning. The above described property being also known as Lot 26, PALM BREEZE, an unrecorded subdivision.

PARCEL C: Commence at the intersection of the South line of U.S. Lot 6, Section 2, Township 18 South, Range 34 East, and the Easterly right of way line of U.S. Highway No. 1; thence South 89°56'40" East, 99.09 feet along said South line, thence North 77°09'50" East, 92.87 feet for the Point of Beginning; thence North 77°09'50" East, 92.65 feet; thence South 12°50'10" East, 108.96 feet; thence South 79°07' West, 92.7 feet; thence North 12°50'10" West, 105.8 feet to the Point of Beginning.

A PORTION OF LOT 37, ASSESSORS SUBDIVISION OF THE G. ALVAREZ GRANT, SECTION 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 137, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF PARK AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT, AND LYING WESTERLY MANGO TREE DRIVE, A 60 FOOT RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF SAID CAROL ANN DRIVE AND THE SOUTHERLY RIGHT OF WAY OF SAID PARK AVENUE BEING AN 80.00 FOOT RIGHT OF WAY ACCORDING TO A VOLUSIA COUNTY RIGHT OF WAY MAP, COUNTY PROJECT NUMBER 1377; THENCE N 67°02'16" E, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 540.69 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY S 22°12'47"E, A DISTANCE OF 371.38 FEET TO THE POINT OF BEGINNING; THENCE N67°50'52"E, A DISTANCE OF 805.71 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED ON OFFICIAL RECORDS BOOK 6920 PAGE 4317; THENCE S22°00'15"E, ALONG SAID LINE A DISTANCE OF 89.07 FEET TO THE SOUTHWEST CORNER OF SAID BOOK AND PAGE OCCUPIED BY A 1 AND 1/2" PIPE WITH NO IDENTIFICATION; THENCE N67°40'00"E, ALONG THE SOUTHERLY LINE OF SAID BOOK AND PAGE A DISTANCE OF 166.53 FEET TO A 1" PIPE WITH CAP, AND THE WESTERLY RIGHT OF WAY OF MANGO TREE DRIVE; THENCE ALONG SAID MANGO TREE DRIVE

S22°03'08"E, A DISTANCE OF 50.00 FEET; THENCE S67°40'00"W, A DISTANCE OF 166.57 FEET TO THE SOUTHERLY EXTENSION OF THE ABOVE REFERENCED WESTERLY LINE OF OFFICIAL RECORDS BOOK 6920 PAGE 4317; THENCE ALONG SAID LINE S22°00'15"E, A DISTANCE OF 226.30 FEET TO THE SOUTHERLY LINE OF THE G. ALVEREZ GRANT; THENCE ALONG SAID GRANT LINE S73°57'52" W, A DISTANCE OF 809.08 FEET; THENCE N22°12'47"W, A DISTANCE OF 279.16 FEET AND THE POINT OF BEGINNING.

HAVING AN AREA OF 6.148 ACRES

EXHIBIT "B" CONCEPTUAL PLAN

