

JONES FISH CAMP PUBLIC-PRIVATE PARTNERSHIP ROADWAY AGREEMENT

THIS **ROADWAY AGREEMENT** (the “Agreement”) is entered into by and between **THE CITY OF EDGEWATER, FLORIDA**, a municipal corporation (the “City”), and **INDIAN RIVER SHORELINE, LLC**, a Florida landowner (the “Developer”). The parties, intending to be legally bound, agree as follows:

RECITALS

WHEREAS, Developer has title to real property located in Volusia County, Florida, as further described in **Exhibit “A”** hereto (“Developer’s Property”) to be developed as a mixed-use project known as Edgewater River Oaks Mixed Use Planned Unit Development (the “Project”); and

WHEREAS, the City recently accepted a transfer of responsibility from the County of Volusia for an existing paved roadway constructed within a 60-foot public right-of-way known as Jones Fish Camp Road (the “Roadway”);

WHEREAS, the existing Roadway was maintained in substandard condition by the County and the existing lane width, pavement depth, shoulders, and associated stormwater facilities were not designed to meet existing City standards; and

WHEREAS, in the past several years, several of the properties located along the Roadway were developed with new single family residences and commercial retail establishments and the City recently approved a mixed-use waterfront development along the northern side of the Roadway that will provide residents in the City with access to the Mosquito Lagoon and Intracoastal waterway; and

WHEREAS, the combination of the existing Roadway deficiencies, recent and planned future development necessitate upgrades to the Roadway to improve its design, function and provide long term safe access to residents of the City; and

WHEREAS, Developer and City desire to work collaboratively to design, fund, and implement road improvements that will meet or exceed current City standards while fitting within the existing right-of-way, the conceptual plan for which is shown in **Exhibit “B”** (“JFCR Improvements”); and

WHEREAS, the parties intend that this Agreement will set forth the final design, timing, and funding obligations for the proposed roadway improvements; and

WHEREAS, the City agrees that, in exchange for Developer’s construction of the Roadway, City shall provide a contribution to Developer in such form and manner(s) as set forth herein; and

WHEREAS, during construction of the Roadway, the City will designate an inspector or project manager (the “Inspector”) to oversee the project, whose compensation shall be funded from permit fees, and the Inspector shall coordinate with Developer regarding the status of construction and roadway maintenance throughout the project; and

WHEREAS, upon completion of the Project and acceptance of the Roadway by the City, the Roadway shall remain City-owned and shall be maintained, operated, and enforced by the City as part of its transportation system; and

WHEREAS, Developer and City wish to memorialize the procedures for design and construction of the Road Realignment, maintenance responsibility, and transfer of the Roadway.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the recitals above, and other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged by the parties hereto, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated by reference herein.
2. Parties. All references in this Agreement to Developer and all requirements and entitlements herein shall also mean, refer to, include and apply to Developer, its successors and assigns.
3. Term. The Effective Date of this Agreement shall be the date it is fully executed by both parties.
4. Developer Responsible for Design and Construction of Roadway and Associated Improvements. Developer shall be solely responsible for the design, permitting, and construction of the JFCR Improvements in accordance with current City standards, provided that all improvements to the Roadway shall be designed to fit within the existing 60-foot public right-of-way. In addition, the City and Developer agree that the JFCR Improvements will include certain modified design standards intended to exceed the City's standard roadway design, as set forth more particularly herein:
 - a. In order to reduce vehicular speeds and provide for traffic calming, Developer shall include roundabout at the intersection of the Roadway where it intersects with Alice Street, as conceptually shown on **Exhibit B**;
 - b. The JFCP Improvements will also include landscaped features in certain sections of the Roadway, such as the median at the intersection of the Roadway and U.S. 1 and the roundabout at the intersection of the Roadway and Alice Street. The final location, design and composition of the landscaped areas will be determined as part of the final design for the JFCR Improvements. The Developer shall be responsible for the installation of all landscaping. The City shall be responsible for the cost of the irrigation and electrical system improvements necessary to support the landscaping. The Developer shall be responsible for ongoing maintenance of all landscaped areas in the Roadway, including the irrigation system, under a license agreement with the City to be executed upon completion of construction of the JFCR Improvements;
 - c. The JFCR Improvements will include design and installation of a bike path as illustrated within Exhibit B, to assist in multimodal transportation methods within

the site, where feasible. The planned bike path will supplement existing sidewalks located on the southern side of the Roadway;

- d. City shall coordinate with the electric utility provider, Florida Power and Light to require FPL to relocate existing overhead utility lines underground and coordinate the design and placement of streetlights existing right of way during the construction of the JFCR Improvements; and
 - e. The City and Developer will jointly coordinate with the County of Volusia in connection with the design and timing of installation for potable water and sanitary sewer improvements that will be installed within the existing right of way. In addition, the City and Developer will include stormwater improvements in the design of the JFCR Improvements that will address existing stormwater deficiencies that result from the antiquated design of the Roadway.
5. City's Contribution Toward JFCR Improvements: The City shall provide a financial contribution (the "City's Contribution") toward the reconstruction of the Roadway. The amount and manner of payment is set forth on **Exhibit "C"**. The City's Contribution shall be contingent upon Developer's strict compliance with this Agreement, the approved plans, and all applicable City standards and regulations. City shall have no obligation to disburse funds for work which does not meet City standards or has not been approved by City. The City's Contribution is subject to annual budget appropriation by the City Council and availability of lawfully appropriated funds. The total City Contribution shall not exceed the amount set forth in Exhibit "C, but shall include the costs incurred by the Developer for survey, design, permitting, inspection and other fees relating to the completion of the JFCR Improvements. Developer shall be solely responsible for any cost's overruns, including but not limited to increased costs due to unforeseen site conditions, design changes, or increases in material or labor costs.
6. Design and Construction. The process for the design and construction of the JFCR Improvements as well as the timing of said improvements is set forth on **Exhibit "D"**.
7. City Inspector: The City shall designate an Inspector or project manager to oversee the Roadway construction. Funding from the City Contribution outlined in Section 5 herein shall be allocated to fund compensation for the Inspector. The Inspector shall coordinate with Developer regarding construction progress, compliance with approved plans, and roadway maintenance requirements throughout the project.
8. Acceptance. Upon substantial completion of the road improvements, the Developer shall provide written notice to the County of the anticipated completion date. Within thirty (30) days of receiving such notice, the City Engineer or their designee shall inspect the Roadway for conformance with the approved construction plans and prepare a punch list identifying any items requiring modification or correction to achieve compliance with the plans. The Developer shall notify the City Engineer in writing upon completion of the punch list items, and the City Engineer shall, within twenty (20) calendar days of receiving such notice,

reinspect the Roadway for the purpose of reviewing the punch list items only. Following this reinspection, and within the reinspection timeframe prescribed above, the City Engineer shall provide the Developer with written confirmation as to whether the punch list items have been satisfactorily completed. Upon confirmation of satisfactory completion, the Roadway shall be deemed accepted by the City. Acceptance by the City shall not relieve Developer of liability for latent defects or warranty obligations.

9. Warranty Period. Developer warrants that the JFCR Improvements shall be free from material defects in workmanship and materials for a period of two (2) years following the date of acceptance of the Roadway by the City (the “Warranty Period”). During the Warranty Period, Developer, at its own cost and expense and within a reasonable time after written notice from the City identifying any material defect, shall repair, replace, or reconstruct any portion of the JFCR Improvements determined to be defective in materials or workmanship, as determined by the City Engineer. If Developer fails to commence and diligently pursue such corrective work within thirty (30) days after receipt of such written notice, the City may perform or cause such work to be performed at Developer’s expense, and Developer shall reimburse City for all reasonable costs incurred in connection with such repairs.

10. Maintenance Responsibility.

- (a) City Responsible for Maintenance. The Developer shall be responsible for the maintenance of the Interim Repairs. Upon completion of the JFCR Improvements and acceptance by the City, the City shall be responsible for the perpetual maintenance of the Roadway.
- (b) Maintenance of Developer Enhancements. The City may permit the Developer to install landscaping and/or hardscaping within the Right-of-Way that differs from or exceeds the landscaping and/or hardscaping in any City-approved plans for the Roadway (collectively, “Developer Enhancements”). In the event the Developer elects to install such Developer Enhancements, the Developer, its successors, or assigns shall be responsible for the perpetual maintenance of such enhancements pursuant to a license agreement with the City. If the Developer fails to reasonably perform said maintenance, the City shall provide the Developer with ten (10) days’ written notice to commence diligent efforts to maintain, repair, or replace as required by the notice. If the Developer fails to do so within the time specified, the City may, at its discretion, perform such maintenance or remove the Developer Enhancements at the Developer’s expense. The City reserves the right to remove or modify Developer Enhancements if necessary for roadway improvements, utilities, or public safety purposes without compensation to Developer. In the event the City determines that one or more of the Developer Enhancements needs to be removed, the City shall provide the Developer

with thirty (30) days' notice of such determination by the City and shall provide the Developer with the opportunity to propose alternatives to removal of the Developer Enhancements prior to commencing with work to remove the Developer Enhancements.

11. Remedies.

- (a) Developer Default. If Developer fails to perform any obligation under this Agreement and fails to cure such default within thirty (30) days after written notice from the City, the City may (i) draw upon the performance bond, (ii) complete the work and recover costs from Developer, (iii) suspend permits to the extent allowed by law, and/or (iv) terminate this Agreement.
- (b) Except as provided in subsection (a) above, both parties shall have all rights and remedies provided at law or in equity in the event of a breach of this Agreement or a default hereunder.
- (c) In the event of any litigation arising out of this Agreement, each party shall bear its own costs and attorney's fees including any and all appeals.
- (d) Nothing in this Agreement shall be deemed a waiver of the City's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Nothing in this Agreement shall supersede or waive the City's police powers or its authority to enforce its Land Development Code, comprehensive plan, or other applicable regulations.

13. Amendments. No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.

14. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

15. Venue and Governing Law. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Volusia County, Florida.

16. Notices. Any notices required under this Agreement shall be served upon the party whom notice is required to be given by certified mail return receipt requested at the following address:

As to City:

City of Edgewater
ATTN: City Manager
104 N Riverside Dr
Edgewater, FL 32132

As to Owner:

Indian River Shoreline, LLC
ATTN: Steve Fusilier
7272 Harmony Square Drive
Harmony, FL 34773

17. Recording. This Agreement shall be recorded in the public records of Volusia County, Florida.
18. Assignment. Developer may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.
19. Survival. All indemnification, warranty, maintenance, and reimbursement obligations shall survive termination or completion of this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto attach their hands and seals to this Roadway Agreement, this _____ day of _____, 2025.

Attest:

**CITY OF EDGEWATER, a political
subdivision of the State of Florida**

Joseph Mahoney, City Manager

Monique Toupin, Acting City Clerk

Approved as to form by:

Signed, sealed and delivered in the presence
of:

By: _____

Witness 1

By: _____
Printed Name:
Its:

Print Name of Witness 1

Witness 2

Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____ as _____ of _____, referred to herein as “Owner”. He or she is ☐ personally known to me or ☐ produced _____ as identification and did not take an oath.

Notary Public

Commission No. _____

Exhibit A

LEGAL DESCRIPTION:

A PORTION OF LOT 28, ALL OF LOTS 31, 32, A PORTION OF LOTS 35 AND 36, THE PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE SOUTH 100 FEET OF LOT 6, THE PLAT OF RIVERFRONT ESTATES AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. AND THE SOUTH 330 FEET OF LOT 22, ASSESSOR'S SUBDIVISION OF THE C.E. MCHARDY GRANT, SECTION 50 AND 51, TOWNSHIP 18 SOUTH, RANGE 34 EAST, AND SECTION 37 AND 38, TOWNSHIP 18 SOUTH, RANGE 35 EAST, RECORDED IN MAP BOOK 3, PAGE 153, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA LYING EAST OF AND CONTIGUOUS WITH THAT CERTAIN ANNEXED PROPERTY DESCRIBED OFFICIAL RECORDS BOOK 5610, PAGE 1591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

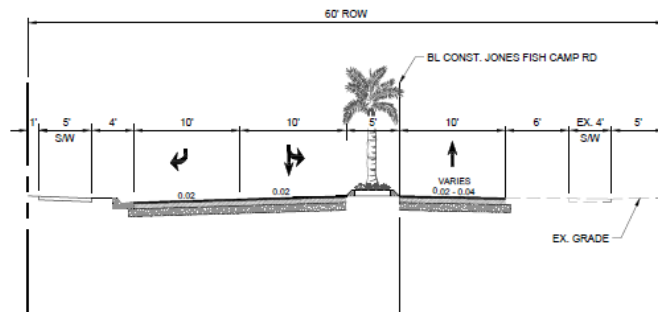
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6, PLAT OF RIVERFRONT ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N23°00'28"W ALONG THE WESTERLY LINE OF SAID LOT 6 ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (200' R/W) A DISTANCE OF 100.21 FEET; THENCE DEPART SAID WESTERLY LINE N68°36'30"E ALONG THE NORTHERLY LINE OF THE SOUTH 100 FEET OF SAID LOT 6, A DISTANCE OF 1550.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID NORTHERLY LINE N68°36'30"E, A DISTANCE OF 950.00 FEET TO THE MEAN HIGH WATER LINE OF THE INDIAN RIVER, THENCE ALONG THE SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN COURSES, S28°11'26"E, 3.24 FEET; THENCE S40°06'51"E, 66.82 FEET; THENCE S45°37'41"E, 66.70 FEET; THENCE S48°30'34"E, 50.57 FEET; THENCE S62°36'48"E, 28.25; THENCE S46°54'54"E, 51.67 FEET; THENCE S27°34'56"E, 47.56 FEET; THENCE S35°08'42"E, 42.90 FEET; THENCE S15°49'21"E, 15.38 FEET; THENCE S31°23'17"E, 42.61 FEET; THENCE 23°23'41"E, 39.91 FEET TO THE NORTHERLY LINE OF RIVER COLONY AS RECORDED IN MAP BOOK 55, PAGE 39, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHERLY LINE OF ANNEXED PROPERTY DESCRIBED OFFICIAL RECORDS BOOK 5610, PAGE 1591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPART SAID MEAN HIGH WATER LINE ALONG SAID NORTHERLY LINE AND THE EASTERLY EXTENSION THEREOF N69°10'20"E, 61.26 FEET TO THE EASTERLY LINE OF LOT 22, ASSESSOR'S SUBDIVISION OF THE C.E. MCHARDY GRANT, RECORDED IN MAP BOOK 3, PAGE 153, SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE S22°19'33"E, 325.19 FEET TO THE SOUTHERLY LINE OF SAID LOT 22; THENCE ALONG SAID SOUTHERLY LINE S69°37'39"W, 129.13 FEET TO THE SOUTHERLY LINE OF AFORESAID RIVER COLONY; THENCE ALONG SAID SOUTHERLY LINE S69°37'39"W, 504.33 FEET TO THE EASTERLY LINE OF TRACT D, RIVER COLONY, MAP BOOK 19, PAGE 18, SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE N22°58'23"W, 30.06 FEET TO THE NORTHERLY LINE OF SAID TRACT D; THENCE ALONG SAID NORTHERLY LINE S69°37'39"W, 30.06 FEET TO THE TO THE WESTERLY LINE OF AFORESAID RIVER COLONY; THENCE ALONG SAID WESTERLY LINE S22°58'23"E, 30.06 FEET TO THE SOUTHERLY LINE OF LOT 32, PLAT OF RIVERFRONT ESTATES UNIT NO. 2, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF JONES FISH CAMP

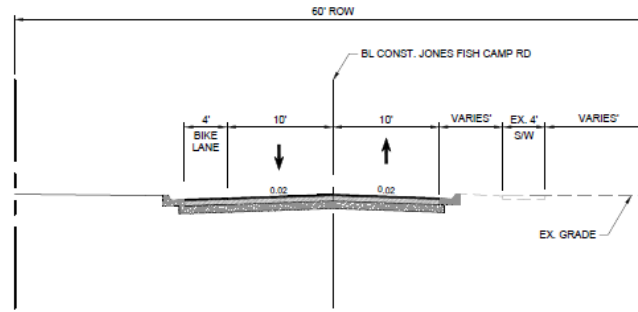
ROAD (PLATTED THOMAS STREET) (60' R/W); THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 32, 31 AND 28 AND THE SAID NORTHERLY RIGHT OF WAY LINE S69°37'39"W, 528.61 FEET TO THE CENTER OF AN EXIST DITCH; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE ALONG THE CENTER OF SAID DITCH THE FOLLOWING FIVE COURSES, THENCE N29°04'41"W, 48.78 FEET; THENCE N17°57'04"W, 116.71 FEET; THENCE N15°36'53"W, 170.49 FEET; THENCE N18°30'32"W, 175.51 FEET; THENCE N17°59'27"W, 221.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 819,068 SQ. FT. OR 18.803 ACRES MORE OR LESS.

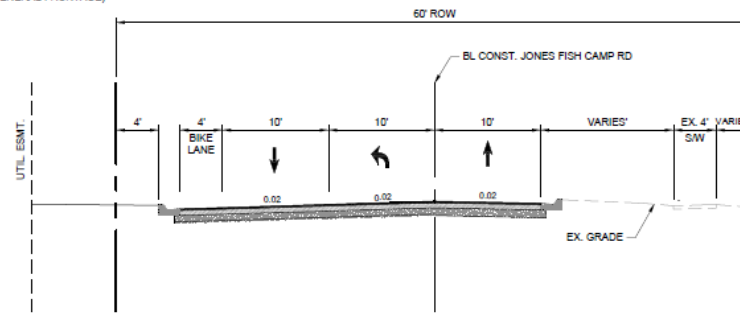
Exhibit B



TYPICAL SECTION 1



TYPICAL SECTION 2



TYPICAL SECTION 3

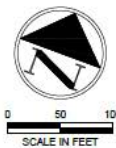


	DATE	DESCRIPTION



LEVELUP CONSULTING, LLC
3101 MAGLIERE BLVD, SUITE 225
ORLANDO, FLORIDA 32803
OFFICE: 407-605-5606
WWW.LEVELUPFLORIDA.COM
FLORIDA CERTIFICATE OF AUTHORIZATION No. 32771
ENGINEER OF RECORD:
P.E. No:

JONES FISH CAMP IMPROVEMENTS	
PROJECT NO. 199-04-01	TYPICAL SECTIONS
	PREPARED FOR: CITY OF EDGEWATER
DESIGN BY	ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
NP	SHEET NO. 4



#	DATE	DESCRIPTION



LEVELUP CONSULTING, LLC
 301 MACQUE BEYD, SUITE 225
 ORLANDO, FLORIDA 32803
 OFFICE: 407-609-5686
 WWW.LEVELUPFLORIDA.COM
 FLORIDA CERTIFICATE OF AUTHORIZATION No. 32771
 ENGINEER OF RECORD
 P.E. No:

JONES FISH CAMP IMPROVEMENTS

PROJECT NO.
 198-04-01

AERIAL EXHIBIT

PREPARED
 FOR: CITY OF EDGEWATER

DESIGN BY
 NP

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN
 VERTICAL DATUM OF 1988 (NAVD 88)

SHEET NO.

1



Exhibit C

Jones Fish Camp Road Right of Way Improvements Site Work Proposal ("Eligible Costs")			
Site Work Description	Total Cost	City Cost	Developer Cost
Mobilization and General Conditions	\$177,950.00	\$88,975.00	\$88,975.00
Erosion Control	\$10,299.00	\$5,149.50	\$5,149.50
Demolition	\$169,481.95	\$84,740.98	\$84,740.98
Earthworks	\$34,530.25	\$17,265.13	\$17,265.13
Stormwater	\$400,372.48	\$200,186.24	\$200,186.24
Enhancements	\$2,127,389.65	\$1,063,694.83	\$1,063,694.83
US 1 Turn Lane Improvements	\$240,000.00	\$120,000.00	\$120,000.00
Design & Preliminary Engineering (PE)	\$308,144.15	\$154,072.08	\$154,072.08
Construction Engineering Inspection (CEI)	\$308,144.15	\$154,072.08	\$154,072.08
Total Cost	\$3,776,311.63	\$1,888,155.82	\$1,888,155.82

Reimbursement Procedure. Developer shall, during the pendency of the construction and development of the Phase I Infrastructure, submit to the Development Services Department and City Manager through email, no more frequently than once per calendar month, an application for payment (the "Application for Payment") setting forth the amount of Eligible Costs to be reimbursed, together with: (a) a certification of Developer and/or the Engineer that the work for which reimbursement is requested, has been performed; (b) copies of paid invoices in an amount equal to the Eligible Costs to be reimbursed; (c) waivers and releases of lien from all contractors, subcontractors, materialmen, suppliers and laborers who performed the work for which reimbursement is sought; and (d) a summary of: (i) the work completed through the date of the Application for Payment, (ii) the amount of Eligible Costs reimbursed through such date, (iii) the value of the work remaining to be completed, and (iv) a reconciliation of actual costs reimbursed (based upon a percentage of work completed) versus those set forth in the Construction Budget. The City shall have a period of ten business days after receipt of each Application for Payment (the "Review Period") to review the Application for Payment and attachments for completeness and correctness and to either approve or object to the same. If the City approves an Application for Payment (or does not object to the same within the Review Period), then the City shall within 25 days after the expiration of the Review Period, pay Developer the amounts set forth in the Application for Payment. Should the City have any objections to an Application for Payment, the City shall, within the Review Period, deliver written notice thereof to Developer ("Objection Notice"), stating, with specificity, the line item(s) to which the City objects and the basis for such objection. Any objections shall be made in good faith and based solely upon the following criteria: (x) a line item for which reimbursement is requested is not within the scope of Eligible Costs as defined herein; (y) the line item amount for which reimbursement is requested is not consistent with the corresponding line item on the Construction Budget after taking into account line item savings; or (z) the work for which reimbursement is requested has not been completed in accordance with this Agreement, the approved plans, and all applicable City standards and regulations. With respect to any line items to which the City does not object, the City shall, within 25 days after the expiration of the Review Period, pay Developer the corresponding amounts thereof, without prejudice to the matters set forth in the City's Objection Notice. The City and Developer will endeavor to resolve any disputed matters referenced in an Objection Notice, within 15 days after Developer's receipt of the same. If the City and Developer are unable to resolve any disputes set forth in the City's Objection Notice within the aforesaid 15-day period, the Parties shall submit the same to arbitration, in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding.

upon the Parties. Each Party shall bear its own costs and expenses associated with the arbitration process, and the fees of the arbitrator(s) shall be shared equally by the Parties.

Exhibit D

The Developer and City shall follow the procedures outlined below in connection with the design and construction of the JFCR Improvements:

- (a) Design. All design, permitting, location, construction methods and access points, shall conform to City requirements and will be reviewed and approved by the City Engineer prior to construction. Plans shall be submitted for review by the City Engineer at 60%, 90%, and final phase. The City Engineer's determination of design requirements shall be binding on Developer.
- (b) Access. The City shall have access to the Roadway site at all reasonable hours for purposes of inspection.
- (c) Permits and Easements for Road Improvements. The City shall promptly process and grant, in accordance with applicable City ordinances, regulations, and procedures, any permits and/or easements necessary to (i) construct of the JFCR Improvements, as shown on the Conceptual Plan, and (ii) allow use of, or construction on, over, under, or across any property owned by the City that is necessary to complete the JFCR Improvements. Nothing herein shall obligate the City to approve any permit or easement request that does not conform to applicable laws or regulations. In the event that other governmental or agency permitting is required to allow for construction of the JFCR Improvements, the City shall consent or authorize Developer to submit such applications with the City as an Applicant or Co-Applicant, as necessary or required.
- (d) Performance Bond. The City shall require the Developer to provide a performance bond in an amount equal to 125% of the total estimated costs of the JFCR Improvements, in a form approved by the City and in accordance with the requirements in the Land Development Code of the City of Edgewater, Florida for the Developer's use of City-owned property for construction of the JFCR Improvements. The performance bond shall remain in effect until final acceptance by the City of the JFCR Improvements and completion of the warranty period. Insurance. Developer shall maintain general liability insurance, automobile insurance, worker's compensation insurance, and/or any other insurance as the City may reasonably require and in the amounts specified by the City, naming City as additional insured on all policies covering the JFCR Improvements and the Roadway site or area. Developer shall further require every entity constructing or otherwise involved in the construction of the JFCR Improvements to maintain general liability insurance, automobile insurance, worker's compensation insurance, and/or any other insurance as the City may reasonably require

and in the amounts specified by the City, naming City as additional insured on all policies covering the JFCR Improvements and the Roadway site or area.

(e) Indemnification.

- a. Developer shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, and expenses (including attorneys' fees) arising out of or related to the design, permitting, construction, or maintenance of the JFCR Improvements, except to the extent caused by the City's gross negligence or willful misconduct.
- b. The Developer shall further require every entity constructing or otherwise involved in the construction of the JFCR Improvements to defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents during the construction period and, without limiting this obligation, to list the City as an additional insured on all insurance policies covering the Roadway site or area.
- c. These Indemnification provisions shall survive completion and acceptance of the Roadway.

(f) Timing. The City and Developer intend for the JFCR Improvements to be completed in a timely manner, while minimizing impacts to existing residents and businesses that use the Roadway. The completion of the JFCR Improvements shall be timed as set forth in this paragraph or as otherwise agreed by the City and Developer in the course of carrying out the purpose of this Agreement:

- a. Prior to Developer commencing construction of the initial phase of its planned development, which includes the construction of dry stack marina building and associated ancillary uses, the Developer and City will inspect the existing condition of the Roadway and identify existing pavement or shoulder deficiencies that need immediate repair ("Interim Repairs"). The Interim Repairs will be made by the Developer as part of its initial phase of construction and maintained by the Developer in satisfactory condition, subject to periodic inspection by the City, until completion of the JFCR Improvements.
- b. Simultaneous with any phase of development that includes the construction of a hotel on Developer's Property, the Developer shall be required to reconstruct the Roadway and install all planned JFCR Improvements. Completion of the JFCR Improvements shall be required prior to the issuance of a certificate of occupancy for the hotel planned for the Developer's Property.
- c. The foregoing notwithstanding, the Roadway and JFCR Improvements shall be fully completed no later than five (5) years from the Effective Date of this Agreement, unless such deadline is extended by mutual agreement of the City and Developer.