



CITY COUNCIL AND THE COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER JOINT SPECIAL MEETING
AGENDA

COUNCIL CHAMBERS – 6:30 PM – CITY HALL AUGUST 15, 2023

A. OPENING

1. Roll Call

B. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

C. DISCUSSION/ACTION

2. Approval of Minutes
 - a. August 1, 2023 - Regular Town Center CRA Meeting
 - b. August 1, 2023 - City Council & Town Center CRA Joint Special Meeting
3. First Reading - Ordinance No. 2023-10 - Riveryard Master Development Agreement and Conceptual Development Plan
4. Vacation of a portion of the Halifax Drive right-of-way and a portion of Herbert Street right-of-way
5. Temporary Construction Easement for property generally located at the Northeast Corner of Ridgewood Avenue and Dunlawton Avenue and 3641 Ridgewood Avenue (Dave's Pest Control Property)

D. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



City Council and Town Center CRA Joint Special Meeting

8/15/2023

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FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

PORT ORANGE TOWN CENTER
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 1, 2023

THE REGULAR TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY MEETING of the City of Port Orange was called to order by Chairman Reed Foley at 6:31 p.m.

Roll Call	Present:	Reed Foley, Chairman Donald Burnette Drew Bastian Scott Stiltner Tracy Grubbs Michael Benedict
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Deputy City Clerk

PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

There were no objections to the notice; therefore, the notice was accepted.

DISCUSSION/ACTION

2. Approval of Minutes

a. March 31, 2023 - Regular Town Center CRA Meeting

Motion to approve the minutes of March 21, 2023 as presented was made by Member Scott Stiltner and seconded by Member Drew Bastian. Motion carried unanimously by roll call vote.

3. Resolution No. 23-01 - Port Orange Town Center CRA Tax Increment District FY 2023-2024 Operating Budget

Motion to approve Resolution No. 23-01, approving the Port Orange Town Center CRA Tax Increment District FY 2024 Operating Budget, was made by Member Scott Stiltner and seconded by

Member Tracy Grubbs. Motion carried
unanimously by roll call vote.

PUBLIC COMMENTS

There were none.

BOARD COMMENTS

There were none.

ADJOURNMENT – 6:33 p.m.

Attest:

Chairman Reed Foley

Robin Fenwick, MMC
City Clerk

PORT ORANGE CITY COUNCIL & TOWN CENTER CRA
JOINT SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 1, 2023

THE JOINT SPECIAL MEETING OF THE PORT ORANGE CITY COUNCIL AND TOWN CENTER CRA was called to order by Mayor Donald O. Burnette at 6:34 p.m.

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Donald Burnette
	CRA Members:	Reed Foley, Chairman Donald Burnette Drew Bastian Scott Stiltner Tracy Grubbs Michael Benedict
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Deputy City Clerk

PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

There were no objections to the notice; therefore, the notice was accepted.

DISCUSSION/ACTION

2. Resolution No. 23-29 – Approval of the Down Under Master Plan

Penelope Cruz, Planning Manager, provided details of the Down Under Master Plan and thanked business owners and members of the Down Under district who have worked with staff on the Master Plan. Mrs. Cruz explained that, upon approval by the CRA and Council, the next steps would be for staff to work with FDOT for final approval and establish funding for improvements, design, and construction. CRA and Council members expressed their thoughts and excitement for this project.

Michael Freeman with Two Jerks Seafood thanked Tim Burman, Community Development Director, Mrs. Cruz, and all staff for their work on this project and that he is looking forward to it.

CRA Member Michael Benedict abstained from the vote due to conflict as he owns a business in the Down Under area. The Voting Conflict Form is attached hereto.

CRA: Motion to recommend approval of Resolution No. 23-01 for the Approval of the Down Under Master Plan and authorize the Chairman and Agency Clerk to sign any necessary documents was made by Member Scott Stiltner and seconded by Member Drew Bastian. Motion carried 5-0-1 by roll call vote with Member Michael Benedict abstaining.

Council: Motion to approve Resolution No. 23-01 for the Approval of the Down Under Master Plan and authorize the Mayor and City Clerk to sign all necessary documents was made by Vice Mayor Reed Foley and seconded by Councilman Tracy Grubbs. Motion carried unanimously by roll call vote.

PUBLIC COMMENTS

There were none.

BOARD COMMENTS

There were none.

There was no further business to be brought before the members of the Town Center Redevelopment Agency and City Council.

ADJOURNMENT – 7:00 p.m.

Chairman Reed Foley

Attest:

Robin Fenwick, MMC
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Benedict, Michael		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City of Port Orange Town Center CRA
MAILING ADDRESS 1000 City Center Circle		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY Port Orange	COUNTY Volusia	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY NAME OF POLITICAL SUBDIVISION City of Port Orange
DATE ON WHICH VOTE OCCURRED August 1, 2023		MY POSITION IS ☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael Benedict, hereby disclose that on August 1, 20 23 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The measure involved an investment of City funds into the Down Under District in which I own multiple businesses. While there are no funds going directly to my businesses, I believe it's in my best interest to abstain to avoid the appearance of impropriety.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8/8/2023
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CITY COUNCIL AND COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

AGENCY MEETING DATE: 8/15/2023

SUBJECT: (C3) First Reading - Ordinance No. 2023-10 - Riveryard Master Development Agreement and Conceptual Development Plan

DEPARTMENT: Community Development

RECOMMENDED MOTION: CRA Motion: Move to recommend approval of the proposed Riveryard Master Development Agreement and Conceptual Development Plan, as set forth in Ordinance No. 2023-10, consistent with the Port Orange Town Center Plan, as approved by the CRA and adopted by the City Council, inclusive of all amendments to date; subject to City Council approval of the right-of-way vacation of portions of Halifax Drive and Herbert Street on their September 5, 2023 agenda; and authorize CRA Chair and Agency Clerk to execute all necessary documents.

City Council Motion: Move to approve Ordinance No. 2023-10 approving the Riveryard Master Development Agreement and Conceptual Development Plan, subject to the approval of the right-of-way vacation of a portion of Halifax Drive and Herbert Street on their September 5, 2023 agenda; and authorize Mayor and City Clerk to execute all necessary documents.

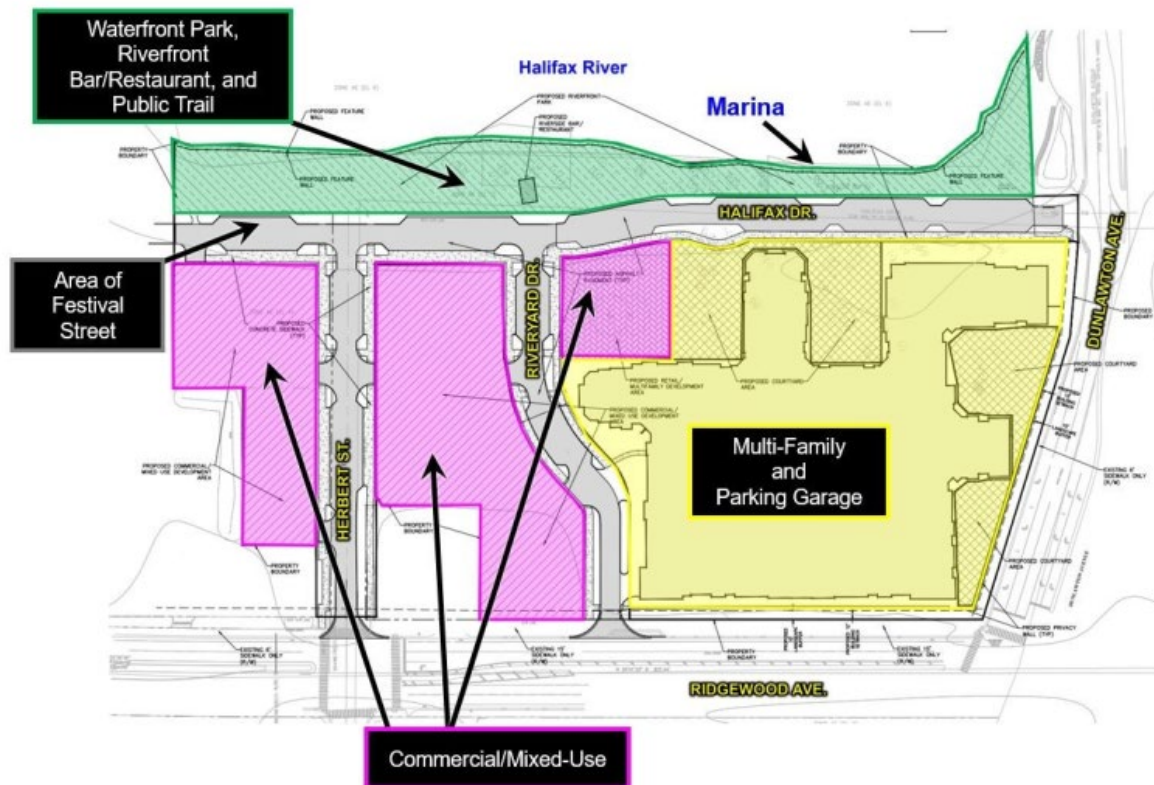
SUMMARY: PLANNING COMMISSION ACTION (7/27/23): Recommended Approval (6-0)

The Bristol Development Group is requesting approval of the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for their transformative mixed-use project along the Halifax River that includes a mixture of commercial, residential, and entertainment uses. The property that is part of the MDA and CDP includes the ± 11 acres located at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, including a portion of the Halifax Drive right-of-way and a portion of the Herbert Street right-of-way and the ± 1.4 -acre former Dave's Pest Control property located in front of the Fysh Bar and Grill restaurant.



Conceptual Rendering of the Proposed Mixed-Use Building and Waterfront Park

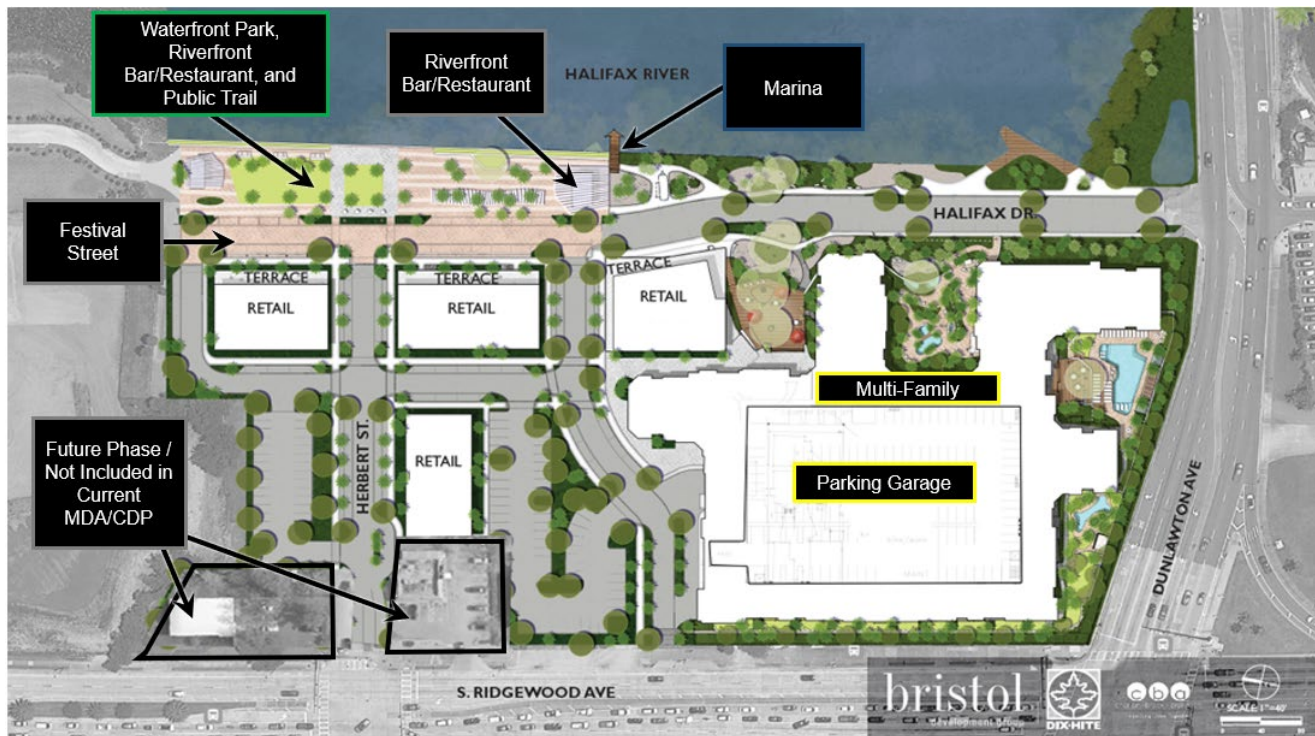
The proposed MDA and CDP create the framework for the development of the transformative mixed-use project that will include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and an overflow temporary grass parking on the former Dave's Pest Control property.



Rivoryard Conceptual Development Plan

The Rivoryard MDA and CDP is a zoning document that establishes permitted uses and certain development requirements. The MDA and CDP provide a flexible approach for unique and innovative development projects which would otherwise not be permitted by the Land Development Code (LDC). The flexibility from the standard development requirements in the LDC is offered to create a better-quality project with greater benefits for the public and the developer. The current standard development requirements in the LDC were designed so individual commercial or multi-family projects, located on large lots along major roadways, are built to the standards of Port Orange and include large right-of-way buffers, surface parking lots, foundation and parking lot landscaping, building separation/setbacks, limited height, etc. The Rivoryard mixed-use project is intended to be a compact, pedestrian-friendly project that combines commercial, residential, recreation, and entertainment uses. In order to develop the Rivoryard project as proposed, flexibility from the current standard development requirements in the LDC is needed to allow the development of the Bristol mixed-use project that includes a compact building layout, mixture of uses, open space, recreation and entertainment opportunities, rights-of-way that include landscape, travel lanes, parking,

outdoor space, and sidewalks to encourage pedestrian movement throughout the project, and alternative parking space design and management. If approved, the MDA and CDP will provide the regulatory framework and standard development requirements for the development of the Riveryard mixed-use project. The MDA and CDP do not approve any specific development itself but rather establish parameters for how the property can be developed.



Project Layout Rendering

Specific site development requirements listed in the MDA and LDC, such as the stormwater infrastructure, type and location of trees and shrubs in the landscape buffers, location and size of the water and sewer lines, roadway and sidewalk surfaces, and other development requirements are finalized with the site plan. The site plan is typically a 30 to 60-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The site plan for the Riveryard project is required to be designed to meet the requirements of the LDC and the proposed MDA and CDP.

According to the MDA, two public access easements will be provided for the City over the Waterfront Park and the Park Walkway that will allow the public right of access to the Waterfront Park and Park Walkway. The easement over the Waterfront Park will include conditions to restrict access during the construction of the park, allowing for the construction of improvements, and the ability to adopt reasonable regulations to assure that activities by the public do not interfere with normal business operations. These easements will be recorded before the issuance of the first Certificate of Completion or Certificate of Occupancy for the project.

The proposed MDA and CDP have been reviewed by the Staff Development Review Committee (SDRC) and have been determined to be consistent with the City's Comprehensive Plan, the Port Orange Town Center (POTC) CRA Plan, and the LDC about

density and intensity, permitted uses, and overall design.

The next items scheduled to be completed for this project include:

1. Economic Incentive Agreement (EIA) with the City of Port Orange - Per the current Purchase and Sales Agreement, the EIA with the City is to be completed by December 2023.
2. Economic Incentive Agreement (EIA) with Volusia County - Per the current Purchase and Sales Agreement, the EIA with Volusia County is to be completed by December 2023.
3. Discretionary Review of the Site Plan for Phase 1 by City Council - Per the current Purchase and Sales Agreement is to occur by December 2023 with the ability to extend to March 2023. The discretionary review is for the City council to review the layout for the project to ensure the location of the buildings, roadway network, and waterfront park is consistent with their vision for the project.
4. Approval of the Site Plan for Phase 1 by the Staff Development Review Committee (SDRC) - Per the current Purchase and Sales Agreement is to occur by December 2023 with the ability to extend to March 2023.
5. Sale of the Riverwalk Property - Per the current Purchase and Sales Agreement, closing is to occur no later than March 31, 2024 with the ability to extend closing to no later than May 30, 2024.

The Staff Report, Master Development Agreement, and Conceptual Development Plan are attached for additional information.

ATTACHMENTS:

1.	Ordinance No. 2023-10 with exhibit	Ord 2023-10 Riveryard MDA.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	Riveryard Master Development Agreement	Riveryard Master Development Agreement.pdf
4.	Riveryard Conceptual Development Plan (full size)	Riveryard Conceptual Development Plan (full size).pdf

Penelope Cruz	Created/Initiated - 7/27/2023
Tim Burman	Approved - 7/31/2023
Shannon Balmer	Approved - 8/9/2023
Wayne Clark	New -
Tracee Cody	

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE
RIVERYARD MASTER DEVELOPMENT AGREEMENT AND
CONCEPTUAL DEVELOPMENT PLAN; FOR
APPROXIMATELY 12.4 ACRES LOCATED WITHIN THE
PLANNED COMMUNITY-PORT ORANGE RIVERWALK (PC-
R) DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Riveryard Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Riveryard Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Riveryard Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Riveryard Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”), attached hereto as **Exhibit “1”**.

Section 2. The Mayor and City Clerk are hereby authorized to execute said MDA.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

Passed and adopted on second and final reading on the day of _____,
2023

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

Document prepared by:

Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation and Port Orange Town Center Community Redevelopment Agency, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida both located in Volusia County, Florida (collectively "City"), Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, JLS888, Inc., Ralph & Tammy Heotzler and Bristol Port Orange Partners, LLC, a Florida limited liability company (collectively "Owners") and Bristol Port Orange Partners, LLC, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 12.43 +/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of City and Owners and under contract (the "Riverwalk Purchase & Sale Agreement") for purchase by Developer. All references herein to "Developer" shall be deemed to refer to Bristol Port Orange Partners, LLC or their respective successors in ownership interest of the Property.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property Legal Description and Survey, date certified _____, prepared by _____.

Exhibit B: Conceptual Development Master Plan, rev. date _____, prepared by _____.

Exhibit C: Streetscape Guidelines Exhibit

Exhibit D: Riverwalk Architectural Styles Exhibit

Exhibit E: Form Extension of Time Approval Letter

3. DEVELOPMENT PLAN.

A. Owner has designated the Property as the “**Riveryard Master Development**”.

B. The Property will be developed under the **Planned Community – Port Orange Riverwalk (PC-R)** zoning district pursuant to the City’s Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control.

C. Exhibit B (Conceptual Development Plan) generally depicts the proposed layout of land uses, parking areas, streets, driveways, access points, stormwater management features, and other potential features or improvements to the Property.

D. LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property.

(1) The following modified lot development criteria shall apply to commercial and multifamily development throughout the Property:

- (a) Maximum overall residential density: a maximum density of 460 units (37 units/acre).
- (b) Maximum building height: 105 feet, excluding architectural embellishments or design elements.
- (c) Minimum lot area: 3,000 sq. ft.
- (d) Minimum lot width: N/A
- (e) Minimum lot depth: N/A
- (f) Minimum Building Setbacks:
 - (i) Dunlawton: 12’
 - (ii) Ridgewood: 12’
 - (iii) External to boundary of the Property: 5’
 - (iv) Internal to boundary of the Property: Seawall 5’, Halifax Drive 5’, Herbert Street 5’, and All other internal boundaries 0’
- (g) Minimum living area/dwelling unit: 500 sq. ft.
- (h) The base flood elevation (BFE) for the Property will be determined by the FEMA Flood Insurance Rate Map. The finished floor elevation (FFE) shall be a minimum elevation of 7.

4. CONFORMANCE WITH COMPREHENSIVE PLAN.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's Comprehensive Plan.

5. PERMITTED USES.

All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals
Banks
Office (permitted on any floor)
Animal grooming or wellness, pet day care (no overnight stays)
Game/recreation facilities
Health/exercise clubs
Brewery
Amphitheater
Multifamily dwellings and Townhomes
Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

In the areas illustrated on the CDP, temporary staging and parking shall be permitted as an interim use until redevelopment of the portion of the property used for such use.

6. INFRASTRUCTURE.

A. **ROADS.** Roadways may be comprised of asphalt, concrete (stamped or colored permitted), or paver. Sidewalks at least 4' wide shall be constructed on private streets, and may be comprised of concrete, paver, wood composite materials, or other similar materials, with a minimum sidewalk width of 12' along Ridgewood Avenue with the approved white walklights for the Riverwalk District every 100' and a minimum width of 6' along Dunlawton Avenue. Sidewalks shall provide pedestrian connectivity to major thoroughfares. Internal roadways providing interconnectivity between parcels shall be developed at a minimum width of 20' for two-way traffic (excluding curb). On-street parking facilities supporting the development may be constructed as a part of the private roadways within the development. Roadways may be located within standalone tracts, at the determination of the

Developer and approved under the City's permitting process. Alternate standard, decorative, and lighted bollards deviating from City standards shall be permitted. Lighting for roadways and parking areas shall permit alternative decorative and standard street lights and walkway lights deviating from City standards, except that street lights on Ridgewood Avenue will match City standards for the adjacent section of Ridgewood Avenue. Final fixture selections for bollards and lighting shall be submitted to City for review and approval during the site plan review.

B. WASTE MANAGEMENT. Waste Management within the project may be managed with a central trash facility with trash compactors sized sufficiently to accommodate the entire project. Trash from all buildings within the site will be collected in trash receptacles located within buildings or in screened areas adjacent to buildings. These trash receptacles will be collected by a valet trash service during evening hours and taken to the central trash facility. The central trash facility will be served by a private waste management service, with pickup frequency sufficient to service the level of waste being created within the project.

C. WATERFRONT PARK/COMMUNITY GREEN.

(1) The project shall include a community waterfront park with a minimum size of 55,000 square feet along the waterfront boundary of the Property that is subject to an easement to the City allowing reasonable use and enjoyment – this area is intended to create a centralized social interaction space for residents and visitors that serves as an organizing element and focal point for the heart of the project, including a continuous path from the northern to southern boundaries of the park (the "Waterfront Park"). The space is intended to be activated by various events for residents and visitors, including programming by the Developer. The Waterfront Park shall contain a continuous walkway with a minimum of 8-feet in width from the northern to the southern boundaries of the Property (the "Park Walkway"), which shall be subject to a public access easement as set forth herein. The Waterfront Park may include a commercial bar or food service area and may also include a dedicated parking spaces for one or more food truck.

(2) In furtherance of the public access to the riverfront, the Developer will provide two public access easements over the portions of the Property described herein as the Waterfront Park and the Park Walkway. More specifically, the Developer will provide a fully executed and recordable easement for the public's permanent right of access to, over and across the portion of the Property described herein as the Park Walkway in a form agreed to by the Parties, to be recorded immediately upon closing on the portion of the Property owned by the City. In addition, the Developer will provide a fully executed and recordable easement for the public's permanent right of access to, over, and across the portion of Property described herein as the Waterfront Park along the western boundary of the Property from the southern boundary to the northern boundary of the Property, subject to the following conditions and restrictions reserved to the Grantor as set forth in the easement document, (a) the right to block public access to the easement lands during the construction of the improvements or other forms of permitted construction activity over said property; (b) the right to adopt reasonable regulations to assure that activities exercised by the public do not interfere with normal business operations including the Grantor's right to request trespass, and request enforcement of all other local, state and federal laws; (c) the right to use the easement lands for Grantor's use and construction of improvements thereon

so long as such use and improvements do not unreasonably interfere with the non-exclusive easement rights granted herein; and (d) the right to run utilities and irrigation piping under the easement lands, in a form agreed to by the Parties, to be recorded immediately upon closing on the portion of the Property owned by the City. The easement document shall be accompanied by consent and joinder from all entities that encumber the lands subject to this easement instrument. The easement shall include the City's right of self-help if Grantor and its successors and assigns fail to maintain said access as granted and prescribed in the easement document; and

D. PARKING. Parking shall be developed consistent with the LDC, except as modified herein.

(1) Multifamily development may include multi-level garages, one-car garages, two-car garages and surface parking and shall be developed at a minimum ratio of 1.3 parking spaces per dwelling unit. Parking for multifamily residential uses may be provided through the use of tandem garage/parking spaces so long as the tandem spaces are assigned for the exclusive use of one residential unit.

(2) Commercial uses within the Property may be permitted at a ratio of 5 spaces per 1,000 square feet.

(3) No additional parking shall be required for Food Truck or Marina uses, as this use is intended to be supportive of other proposed uses and transitory in nature.

(4) Of the required parking provided for the Property, a minimum of 100 surface spaces and 200 garage spaces will be set aside for use by the public, although such spaces shall count towards the minimum required parking standards for individual use types. The Property shall be subject to the following modified standards for parking details:

(5) Surface Parking dimensions. The minimum parking dimensions on site shall be as follows: 90 Degree Spaces measuring 9' x 18', Parallel Spaces measuring 8' x 20'. Parking areas shall have a minimum drive aisle width of 22'. Compact spaces are allowed up to 10% of total required spaces and shall be a minimum of 8'-0" x 16'-0". Angled parking spaces are allowed except on Halifax Drive and Herbert Street and shall be 45 degree angle, 9'-0" min. width from side to side, 19'-1" min. depth from curb to back of space, and 12'-9" min. width as measured along the curb from space to space.

(6) Garage Parking dimensions shall be as follows:

Parking Space: 9'-0" wide x 18'-0" deep

Drive Aisles: 24'-0" wide minimum

E. LANDSCAPING. Except as otherwise provided herein, landscaping shall be developed consistent with the LDC. The Property shall not be required to provide perimeter buffers between different use categories within the Master Development boundary, so long as perimeter landscaping requirements along the boundary of the MDA have been met. Clustering of typical landscape requirements shall be permitted so long as the net total landscape material as required herein is still met,

including requirements related to interior parking lot and parking lot islands. The Property shall be subject to the following modified standards:

(1) Tree Preservation standards set forth in Chapter 9, Article II of the City's LDC shall be modified for the property so that the following alternative requirements are met: Effort shall be made to preserve trees in naturalized area such as along the Halifax River. Effort to preserve trees across the site shall not inhibit the desired site plan. Due to the urban development character, a total of 1 tree for every 5,000 SF of site area shall be required. Specimen tree and buffer tree preservation requirements in the LDC shall not apply within the Property.

(2) Landscape materials shall be designed to display variety and color by utilizing primarily native species that provide variation in color, texture, habit, and flowering.

(3) Landscape beds shall not be required to be organic, curvilinear, or clustered to simulate a natural rather than man-made appearance.

(4) Visual screening of the multi-family building at street level along Ridgewood Avenue and Dunlawton Avenue shall consist of either opaque decorative fencing, wall, living wall (vegetation), or a combination of the three (i.e., a 4' fence and hedge on top of a 2' retaining wall). So long as the overall height is a minimum of 6' and a maximum of 8' of combined elements measured from the bottom of the wall, the requirements of the visual screening shall be met. Fencing or walls shall be coordinated with landscaping to limit the impact of higher fence heights on the visual view of the site.

(5) Maximum fence height: 8' (such height shall not include the portions of a retaining wall that is located sub-grade)

(6) In parking area terminal islands, one shade tree or two understory trees shall be required in each terminal island, regardless of size.

(7) In parking area interior islands, one shade tree or two understory trees shall be required for every 400 square feet of interior landscaped area located in interior islands, or fraction thereof.

(8) In the transfer of interior parking landscape areas to the perimeter of the property, a minimum of one shade tree or two understory trees shall be required for every 400 square feet of interior landscape area, or fraction thereof.

(9) Foundation plantings are required around all buildings but may be located further than 25' from the foundation of the building or may be exempt according to the following:

(a) No foundation planting shall be required for non-residential use buildings within the development, although Streetscape planting requirements shall be applicable to buildings non-residential use adjacent to a private right-of-way, as illustrated on Exhibit C - Streetscape Guidelines Exhibit.

(b) No foundation planting shall be required for any building or sign in the Waterfront Park.

(c) No foundation plantings shall be required for a multi-family building adjacent to hardscape elements (outdoor dining, entry plazas, pool decks, amenity spaces, private yards, etc.).

(10) No understory or shade trees shall be required at the perimeter of outdoor activity areas, such as community pools and other recreational features, except shrubs, screen wall or fence between any outdoor activity areas and a right-of-way to provide sufficient screening of the outdoor activity areas from a right-of-way.

(11) For landscaping adjacent to fences, walls, or dumpster enclosures, the shade tree requirement shall be waived, although understory tree requirement shall still apply, unless prohibited by the terms of any public utility easements.

(12) Irrigation shall not be required to have 100% coverage. Areas of drought-tolerant native planting may have temporary irrigation systems with tubing laid out on the ground surface to irrigate during an establishment period of a minimum of 3 months, after which point the temporary irrigation may be removed. Application of this provision shall require signed approval by the project landscape architect in each specific case.

(13) Coordination of landscaping shall be addressed at Site Plan; however, the following perimeter landscaping strips shall be required for the Property's overall periphery, and may include improvements such as retaining walls, easements, utilities, driveway access points, and sidewalks and shall include two (2) shade trees, two (2) understory trees, and 20 shrubs per 100 linear feet:

- (a) Dunlawton Avenue: 10'
- (b) Ridgewood Avenue: 10'
- (c) All other External Perimeters of Property: 5'

7. **MARINAS.** Development of marina facilities shall be permitted within the Property in accordance with the City of Port Orange, Florida Land Development Code, any applicable county, state, and federal law and subject to the following standards:

- A. The marina use may include public recreational facilities and uses, such as recreation areas, kayak launches, water taxi service and drop-off, and similar areas of public activation for the space.
- B. Overnight stays, not exceeding a maximum term of seven (7) days per stay, shall be permitted within the marina area.
- C. The marina shall not be required to provide pump out facilities.

- D. Finger pier width may range from 4'-8'.
- E. Any wetland or mangrove impacts will be subject to applicable state and/or federal permitting, whose determination on permitted activities and impacts shall control.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards, where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a limited set of architectural themes, as described as Florida vernacular architectural style, including Key West, Marina/Coastal, and Mediterranean with nautical themes, and those styles shown in the attached Exhibit D, Riverwalk Architectural Styles. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence.

(3) False or real windows shall be provided on all elevations visible from the public or private right of way in sufficient size and number to complement the proportions of the building.

(4) The physical appearance of all parking lot lighting fixtures shall be complementary within each phase of development of the Property.

(5) The maximum area for murals shall be 100% of an eligible building façade or accessory structure.

9. ENVIRONMENTAL CONSIDERATIONS.

Compliance with the environmental preservation code provisions set forth in the LDC may necessitate modification of the conceptual plan.

10. SIGNAGE.

A. Signage for commercial uses on the Property shall conform to signage standards set forth in the LDC for Mixed Use development, except as modified in a comprehensive sign package approved as an amendment to this Agreement. The Property shall be subject to the following modified standards:

(1) Decorative construction fencing and signage shall be allowed during construction (i.e. printed murals on construction fence, etc.).

(2) Site signs, limited to a maximum of 3 site signs within the site, may be a maximum of 64SF and V-shaped.



11. TRANSPORTATION CONCURRENCY.

The Project Area Property is located within the Transportation Concurrency Exception Area (TCEA) established for the Port Orange Town Center Redevelopment Area and is thus exempt from the transportation concurrency review procedures of Chapter 4 of the LDC. The Developer shall submit a traffic impact analysis (TIA) to the City. The Developer shall be exempt from participating in the transportation system management and transportation demand management programs under the LDC Chapter 17, Section 30(b)(5). The Developer shall pay customary City transportation impact fees but shall be exempt from paying the additional 5% transportation impact fee associated with the Port Orange Riverwalk PC-R District.

12. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. The initial phase of development shall, at a minimum, include the Waterfront Park, Park Walkway, Halifax Drive, Herbert Street, Riveryard Drive, a riverfront bar/restaurant, and issuance of a Certificate of Completion on a minimum of 20,000 square feet of shell building for the purpose of retail and/or restaurant space and a minimum of 100 parking spaces dedicated to public use ("Initial Phase"), provided that if additional square footage is provided within this phase, the minimum parking standards set forth in the LDC and this Agreement shall be met, as described herein and depicted on the CDP, attached hereto as Exhibit "B".

C. Construction of the Initial Phase of development shall be substantially complete within 48 months from the date of closing, unless otherwise extended by mutual agreement of the Parties, or tolled pursuant to Florida Statutes. As applied herein, a project is defined as substantially complete when the project (or specific part thereof) can be utilized for the purposes for which it is intended (“Substantial Completion” or “Substantially Complete”).

D. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse, unless it is extended as provided herein. Any vested development rights shall be permitted to remain in place pursuant to the terms hereof. The City Manager may extend such deadlines for up to one year for good cause shown, upon request of the Developer, without need for formal amendment to this Agreement. Said request shall include good cause for the extension and the provision of supporting documentation demonstrating the continued commercially reasonable steps in the diligent pursuit to complete the obligations and meet the deadlines set forth herein. Any extension granted by the City Manager in accordance with this Subsection 12.D., will be evidenced by use of the *City Manager Extension to the Riveryard Master Development Agreement* substantially in the form attached hereto as **Exhibit “E”**, and made a part hereof by this reference. If Developer requests an extension of any schedule within this Section 12, such approval will not be unreasonably withheld or delayed.

13. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

- (1) Modifications to an Exhibit that are necessary for compliance with the text provisions of this Agreement, or extra-jurisdictional permitting requirements that address technical considerations that could not reasonably be anticipated during the approval process;
- (2) Modifications having no material effect on the character of the basic concept and terms of the Agreement. These may include, but are not limited to, the following:
 - (a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
 - (b) Shifting in the location and configuration of access points, streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
 - (c) Shifting in the location or configuration of buildings, parking areas, landscaping, or other site features;
 - (d) Shifting in the location and configuration of public infrastructure facilities that do not have a significant impact on the City’s utility and stormwater management systems; and

(e) Decreases of 5% or less in the total number of parking spaces, except for the minimum number of public spaces set forth in Section 6.D.(5) herein.

(f) Modifications of up to 20% to any of the dimensional or landscaping requirements set forth in the MDA and associated Exhibits, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

D. Approved modifications shall be noted on the official plan documents.

14. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Council after review and recommendation by the Planning Commission.

B. In recognition of the City's general police power authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

(1) Proposed amendments will be subject to the review procedures and standards set forth in the LDC.

(2) The City, and the owner of the Property or portion thereof that is directly impacted by the amendment, are necessary parties to the amendment.

(3) The owners of all other lots within the Planned Community that are not directly impacted by the amendment are not necessary parties to the amendment.

(4) If this Agreement requires the creation of a property owners' association for purposes of owning and operating common areas and common facilities, and the association is in existence at the time of submission of an application to amend this Agreement, the association will be deemed to be an affected party with respect to the amendment.

(5) A lot is "directly impacted" for purposes of the provisions above, only when the amendment would revise the listed uses, dimensional requirements, architectural requirements, sign

requirements, or other development or use requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a Master Development Agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Commission or City Council, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement, except for that certain Purchase and Sale Agreement between the parties, dated March 22, 2022, which shall survive this clause.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of: **THE CITY OF PORT ORANGE, FLORIDA,
a Florida municipal corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

Attest:
By: _____
Robin L. Fenwick, MMC, City Clerk

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: Joan L. Sheridan, Trustee of the Joan L. Sheridan
Revocable Trust, (“Owner”)

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: JLS888, Inc., (“Owner”)

Witness 1

Print Name of Witness 1

By: _____

Name: _____

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Signed, sealed and delivered in the presence of: Ralph & Tammy Heotzler (“Owner”)

Witness 1

By: _____
Name: _____

Print Name of Witness 1

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC
("Developer")**

Witness 1

Print Name of Witness 1

By: _____

Name: _____

Date: _____

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 _____, 2023, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

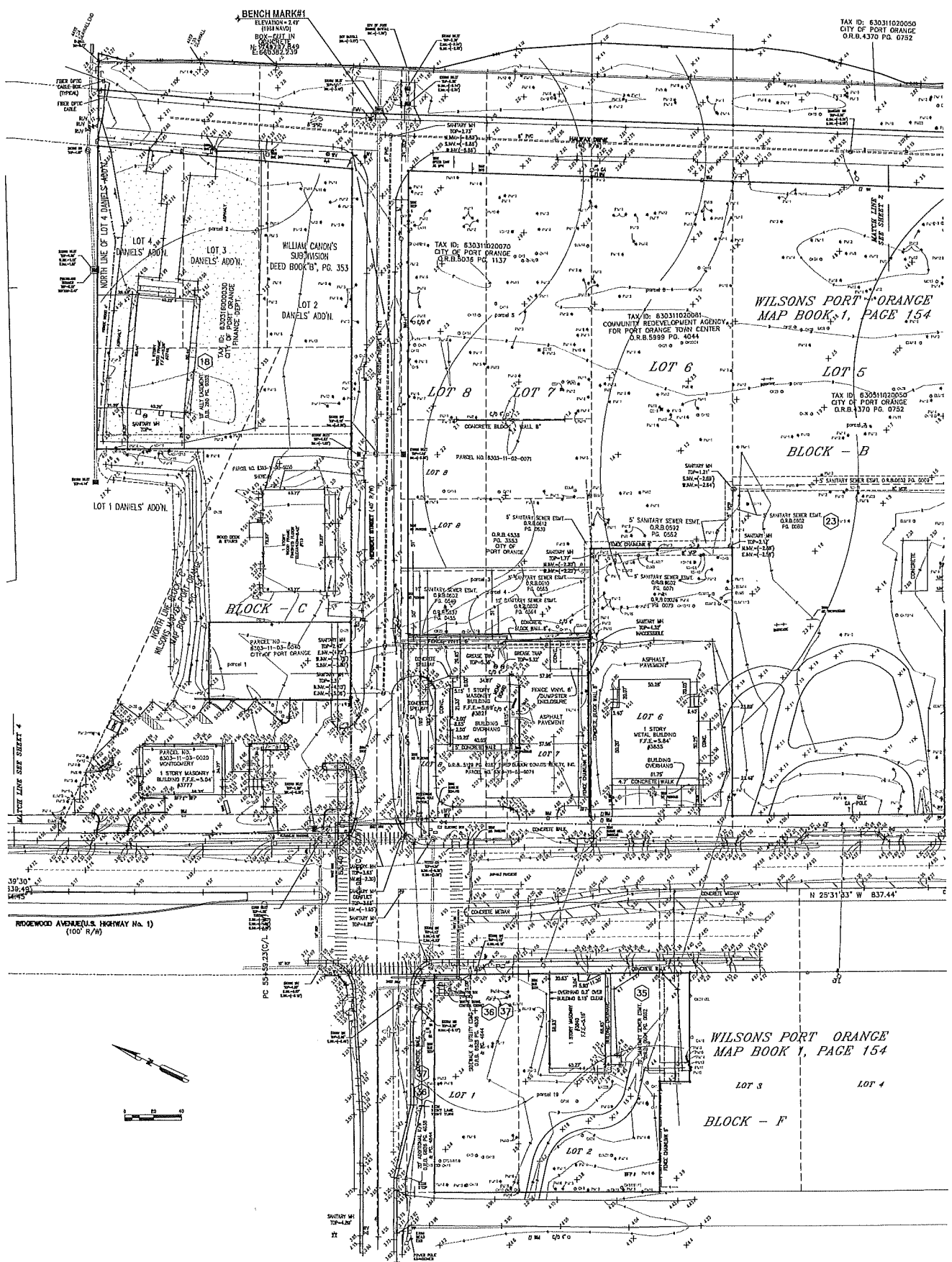
Property Legal Description and Survey

BRISTOL DEVELOPMENT GROUP

[illegible][illegible]

29. Exemplar to the City of Port Orange for adding, amending and improvement of Official Records Book 608, Page 426; Public Records of Volusia County, Florida, (as to Permittee SUBJECT PROPERTY). SHOWN HEREIN.
30. Extension made to one part of the land described as Schedule "A" parcel #71 within the right-of-way of Mosquito Avenue, (as to Permit 15).
31. Extension made to one part of the land described as Schedule "A" parcel #71 within the right-of-way of Mosquito Avenue, (as to Permit 15).
32. License Agreement recorded in Official Record Book 7310, Page 244, Public Records of Volusia County, Florida, (as to Permit 15).
33. DOES NOT AFFECT SUBJECT PROPERTY. LICENSE AGREEMENT DROPPED ON 9/20/21.
34. Extension is made to one part of the land described as Schedule "A" parcel #71 within the right-of-way of Duvaline Avenue, (as to Permit 15).
35. Exemplar in favor of The City of Port Orange as recorded in Official Records Book 824, Page 682, Public Records of Volusia County, Florida, (as to Permit 15).
36. Does Not Affect Subject Property. Recorded in Official Records Book 8528, Page 4038, Public Records of Volusia County, Florida, (as to Permit 15).
37. Right-of-Way was recorded in Official Records Book 8328, Page 4644, Public Records of Volusia County, Florida, (as to Permit 15).
38. Shown Herein.
39. Same Agreement recorded in Official Records Book 7820, Page 4487, Public Records of Volusia County, Florida, (as to Permit 15).
40. ATTESTS SUBJECT PROPERTY. NOT GRAPHICALLY DEPICTED.
39. Terms and conditions of Agricultural Nontaxable Deduction and Utility Exemption Amendment in Official Records Book 744, Page 24 of Public Records of Volusia County, Florida, (as to Permit 15).
40. Shown Herein.
41. Examined, found to be City of Port Orange recorded in Official Records Book 847, Page 81, at the Public Records of Volusia County, Florida, (as to Permit 2).
42. Same Agreement recorded in Official Records Book 8528, Page 4038, Public Records of Volusia County, Florida, (as to Permit 2).
43. Examined, found to be City of Port Orange recorded in Official Records Book 850, Page 827, of the Public Records of Volusia County, Florida, (as to Permit 2).
44. Terms and conditions of Nonresidential Endorsement Insurance, Stormwater Management and Flood Protection Ordinance No. 1-2019, adopted by Council Resolution No. 17124, at the Public Records of Volusia County, Florida, (as to Permit 2).
45. REPEALS AND/OR REVOKES ALL prior orders are null and void, (as to Permit 2, 3, 6, 7, 10, 12, 16).
46. The right title interest if shown, if any, of the public to take on a public beach or recreation area may part of the subject premises shall remain vested in said person(s) who have been named herein, (as to Permits 2, 3, 6, 7, 10, 12, 16).
47. All rights and interests which have been or might hereafter may be legally established or related to such public uses, (as to Permits 2, 3, 6, 7, 10, 12, 16).

PROJ.: -
JOB: 22-0223
SCALE: N/A
SHEET: 2 of 6



BOUNDARY / TIDAL WATER SURVEY - RIVERWALK - PORT ORANGE, FLORIDA

BRISTOL DEVELOPMENT GROUP

JOB NO.
22-0223

LEGEND		ABBREVIATIONS	
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SEE SURVEYORS
CERTIFICATION
ON SHEET
1 OF 5

ADDITIONAL ABBREVIATIONS - TREE LEGEND	
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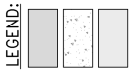


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PROFESSIONAL LAND SURVEYORS
3021 NOVA ROAD
PORT ORANGE, FL 32137
(386) 781-5345
www.sligerandassociates.com
LICENSED BUSINESS CERTIFICATION NUMBER 3019
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SHEET 5 OF 6
SCALE: 1"=30'

EXHIBIT B

Conceptual Development Master Plan



NO.	DATE	DESCRIPTION
1	08-25-20	CITY MAP & METRIC
2	08-25-20	REVISION
3	08-25-20	REVISION
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100	08-25-20	REVISION

RIVERYARD EXHIBIT B PC-R AREA EXHIBIT

WALSH COUNTY, FLORIDA

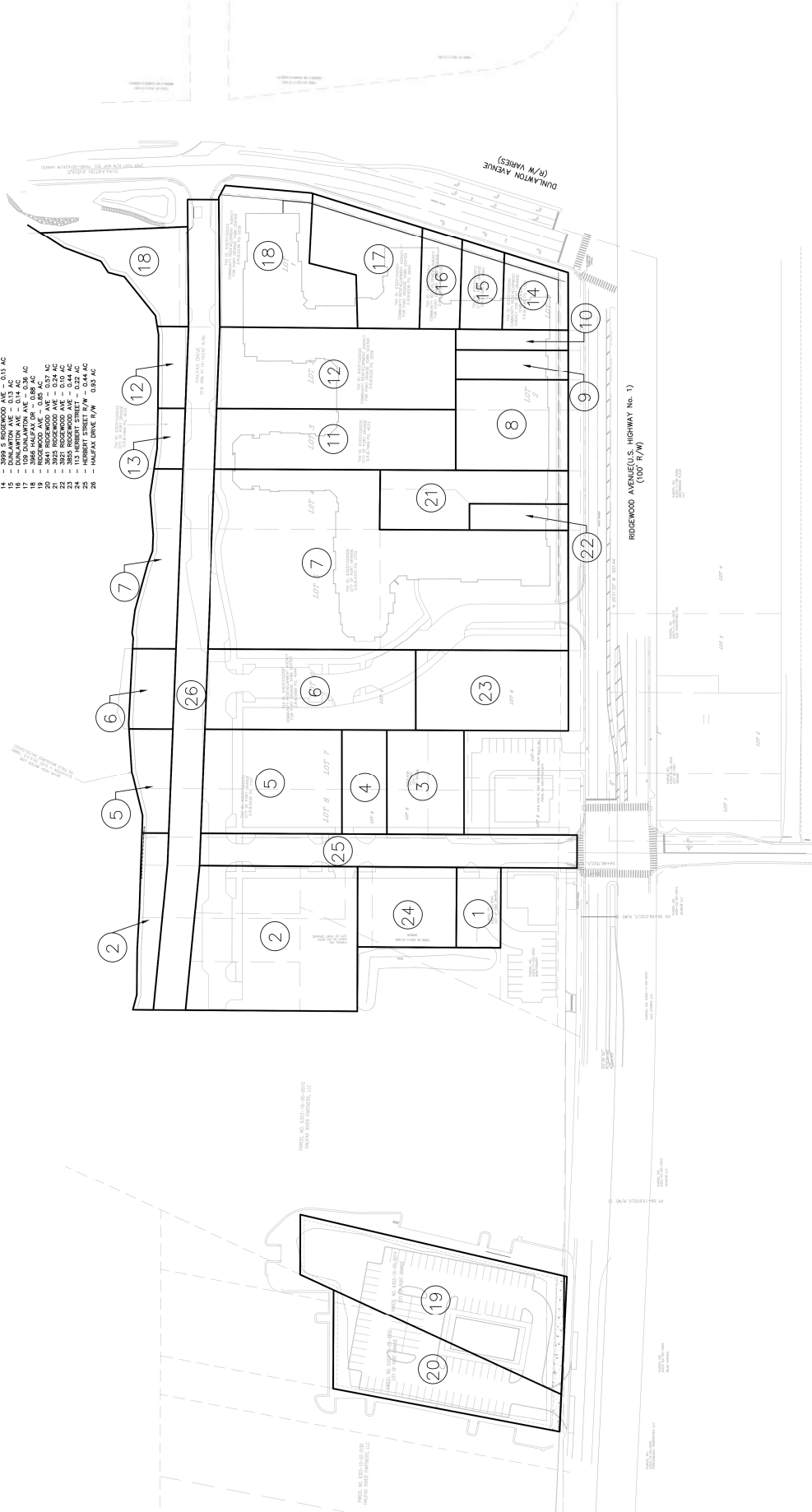
PROJECT NO.	02-2138
DESIGNED BY	PH
DRAWN BY	CM
CHECKED BY	PH
DATE	08-25-20
SCALE	AS SHOWN

PROPERTY INFORMATION

LOT	ADDRESS	ACRES
1	115 HERBERT ST	0.13 AC
2	110 HERBERT ST	0.31 AC
3	105 HERBERT ST	0.13 AC
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LEGEND:

1	LOT SYMBOL
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

10/10/2018



LEGEND:

- PROPOSED UNDERGROUND
DRAINAGE/FAULT SYSTEM
- ZONE AE (SLE 4)
- 12' DRAINAGE AND UTILITY
EASEMENT
- PROPOSED CONCRETE
- LOT NUMBER



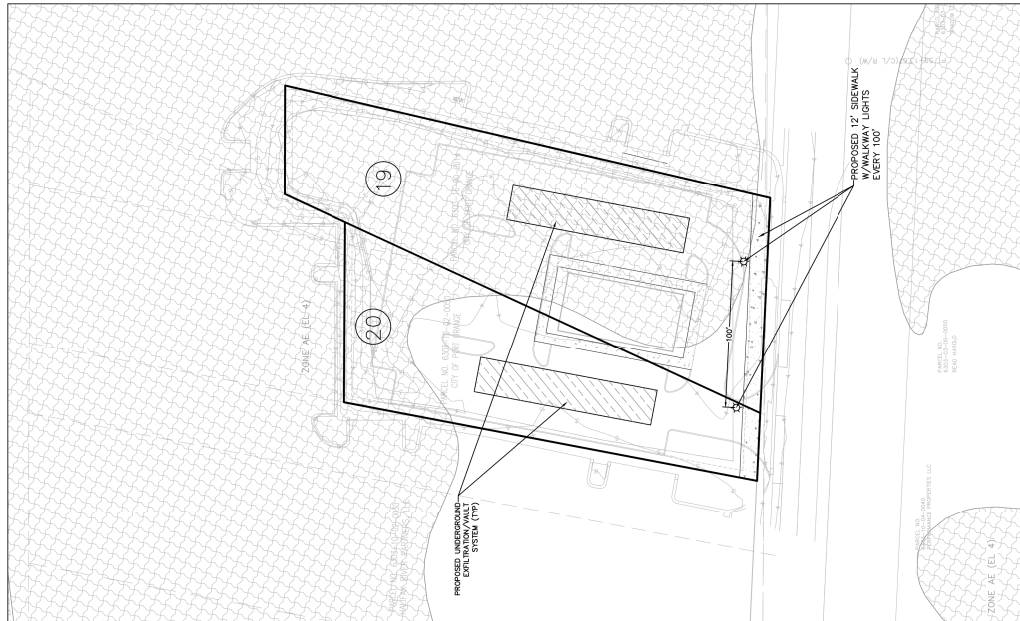
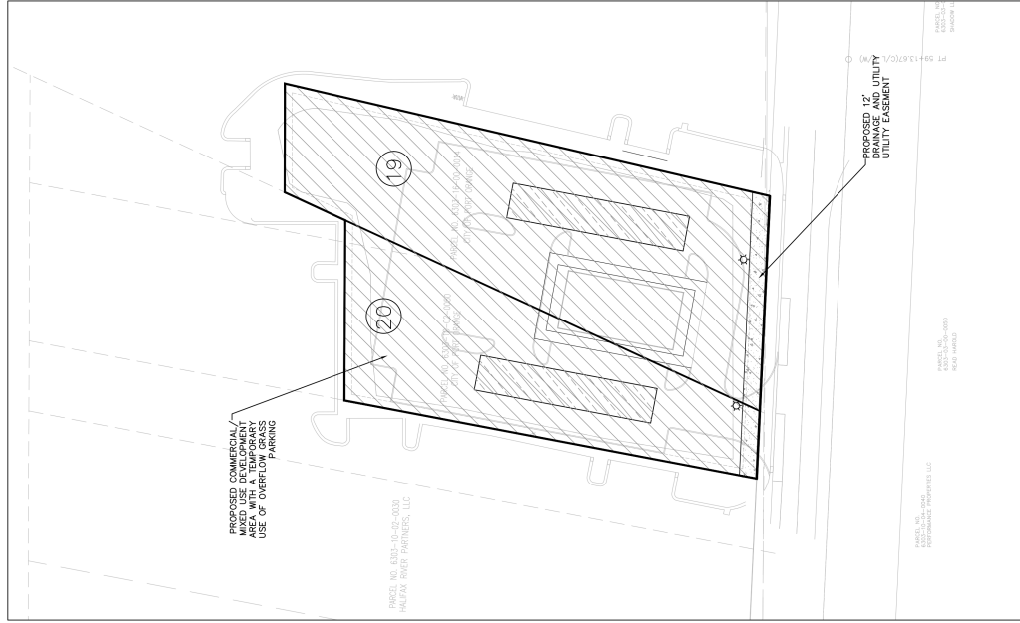
RIVERYARD
EXHIBIT B
PROPERTIES 19 & 20

WILSON COUNTY, FLORIDA

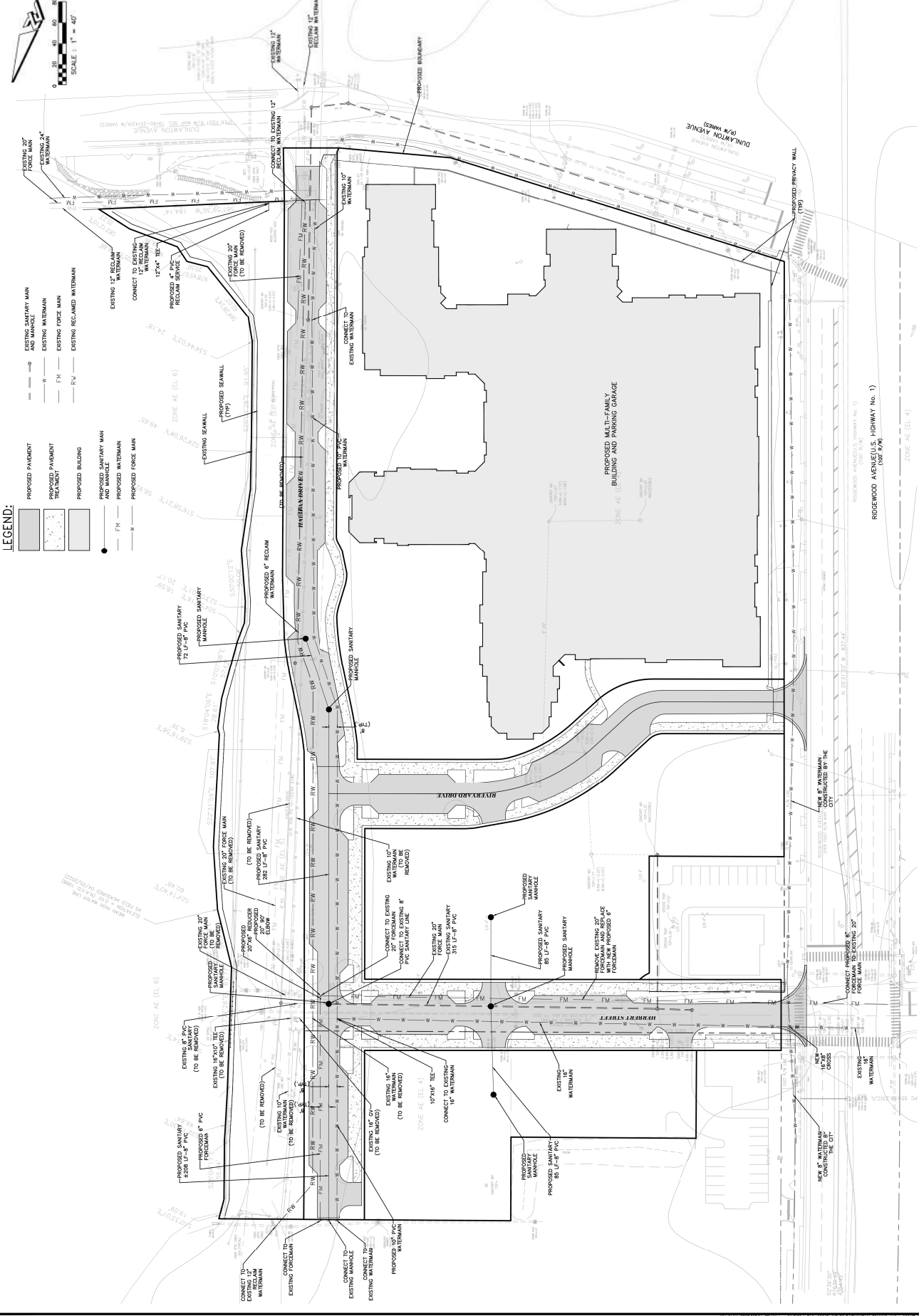
CITY OF MOBILE, ALABAMA

PROJECT NO. 2023-001
DESIGNED BY: RHC
DRAWN BY: JCM
CHECKED BY: RHC
DATE: 10/10/2018

SHEET C4 OF 8







LEGEND:

- PROPOSED SANITARY MAN
- PROPOSED WATERMAN
- PROPOSED FORCE MAIN
- PROPOSED BUILDING
- PROPOSED SANITARY MAN
- PROPOSED WATERMAN
- PROPOSED FORCE MAIN
- EXISTING SANITARY MAN AND MANHOLE
- EXISTING WATERMAN
- EXISTING FORCE MAIN
- EXISTING RECLAIM WATERMAN
- EXISTING 12" RECLAIM WATERMAN
- EXISTING 15" RECLAIM WATERMAN
- EXISTING 20" RECLAIM WATERMAN
- EXISTING 24" RECLAIM WATERMAN
- EXISTING 12" RECLAIM WATERMAN
- EXISTING 15" RECLAIM WATERMAN
- EXISTING 20" RECLAIM WATERMAN
- EXISTING 24" RECLAIM WATERMAN





EXHIBIT C

Streetscape Guidelines Exhibit

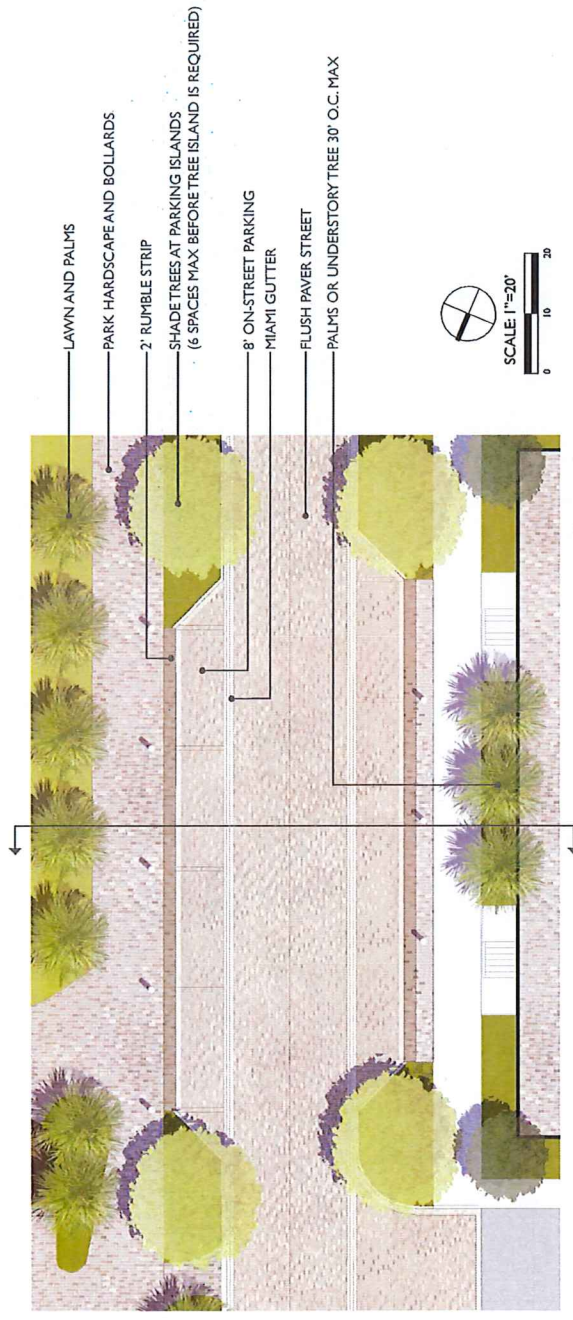
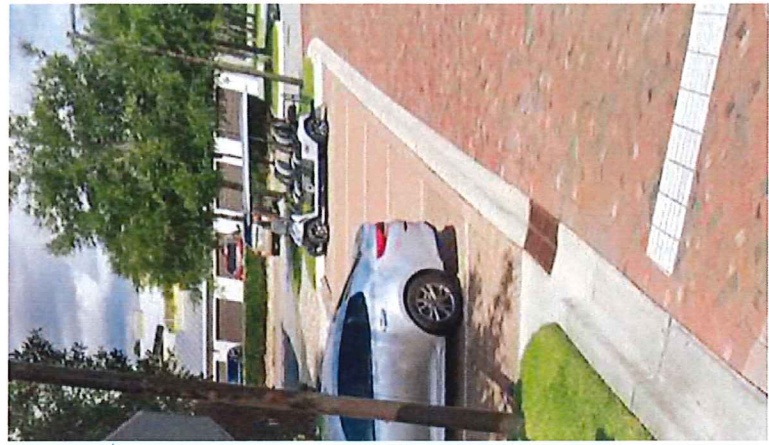


EXHIBIT "C"

EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

- PALMS OR UNDERSTORY TREES 30' O.C. MAX**
Palms or understory trees may be located behind travel zones/sidewalks
- SHADE TREES EVERY 6 PARKING SPACES**
Shade trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required
- Final tree quantities and locations may vary dependent upon final building design.**
- Existing trees and palms may be used to satisfy tree requirements**

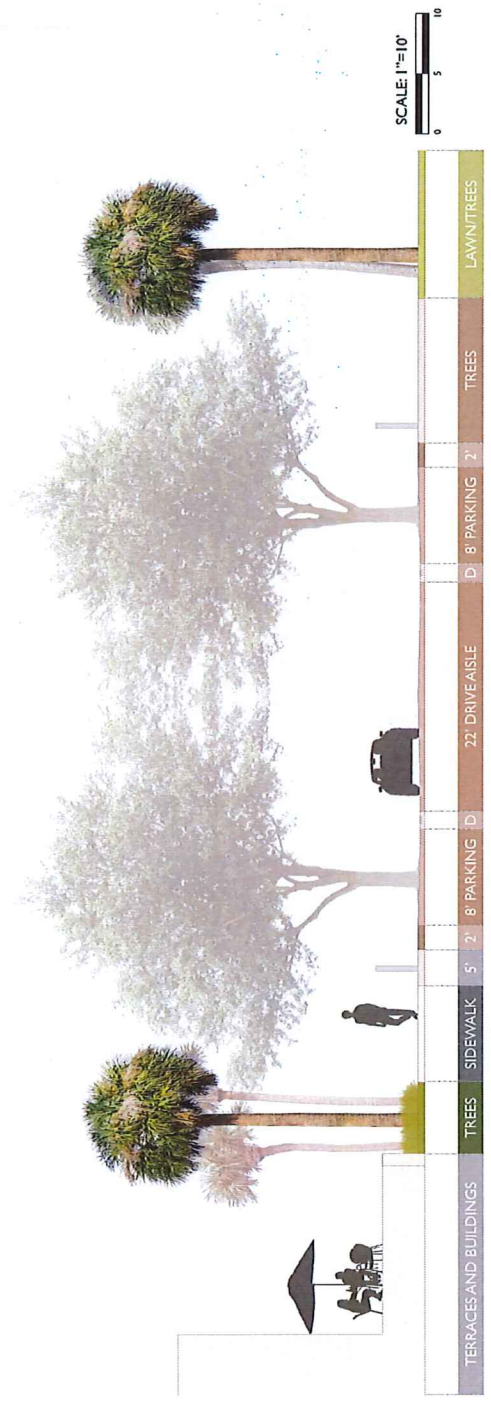
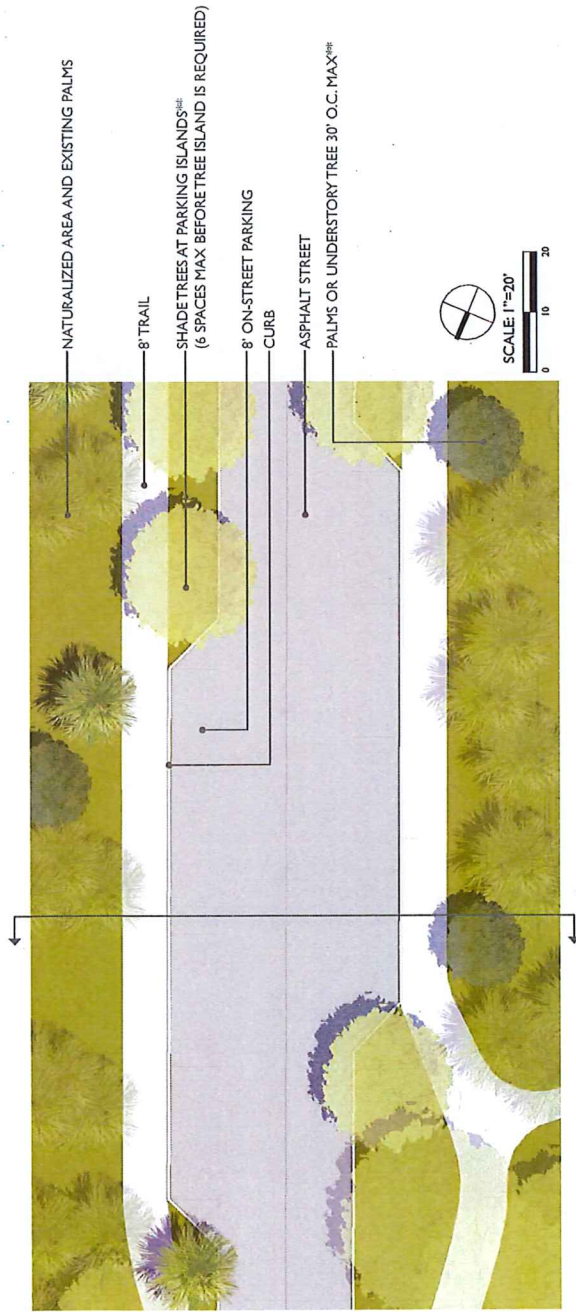


EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Halifax Drive Flush Street Condition

Bristol Development Group

06.08.2023





EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

PALMS OR UNDERSTORY TREES 30' O.C. MAX
Palms or understory trees may be located behind travel zones/sidewalks

SHADE TREES EVERY 6 PARKING SPACES

Shade trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required building design.

^{##}Final tree quantities and locations may vary dependent upon final building design.

^{###}Existing trees and palms may be used to satisfy tree requirements

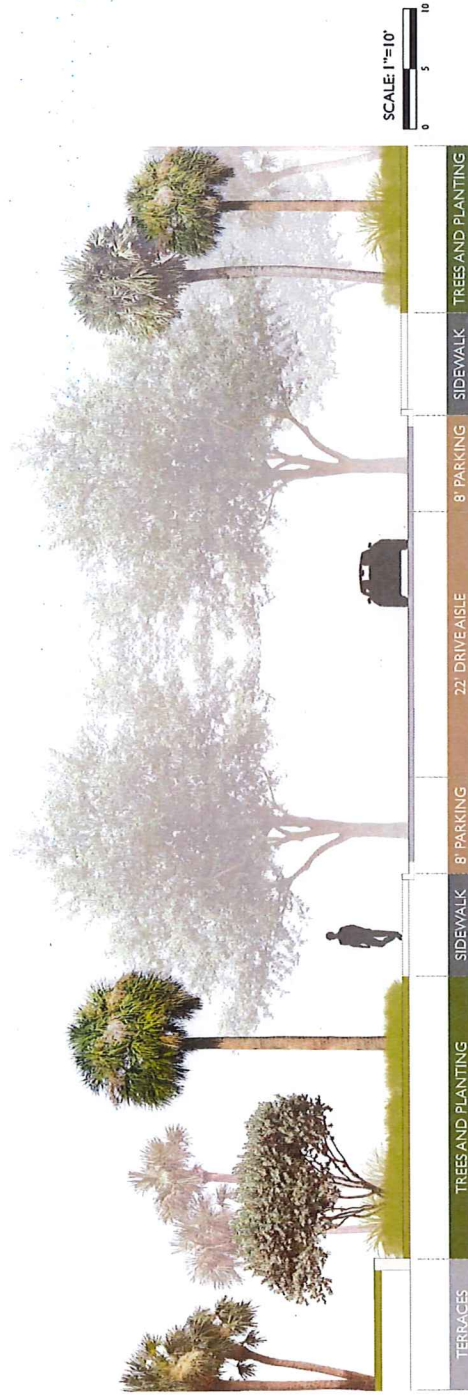
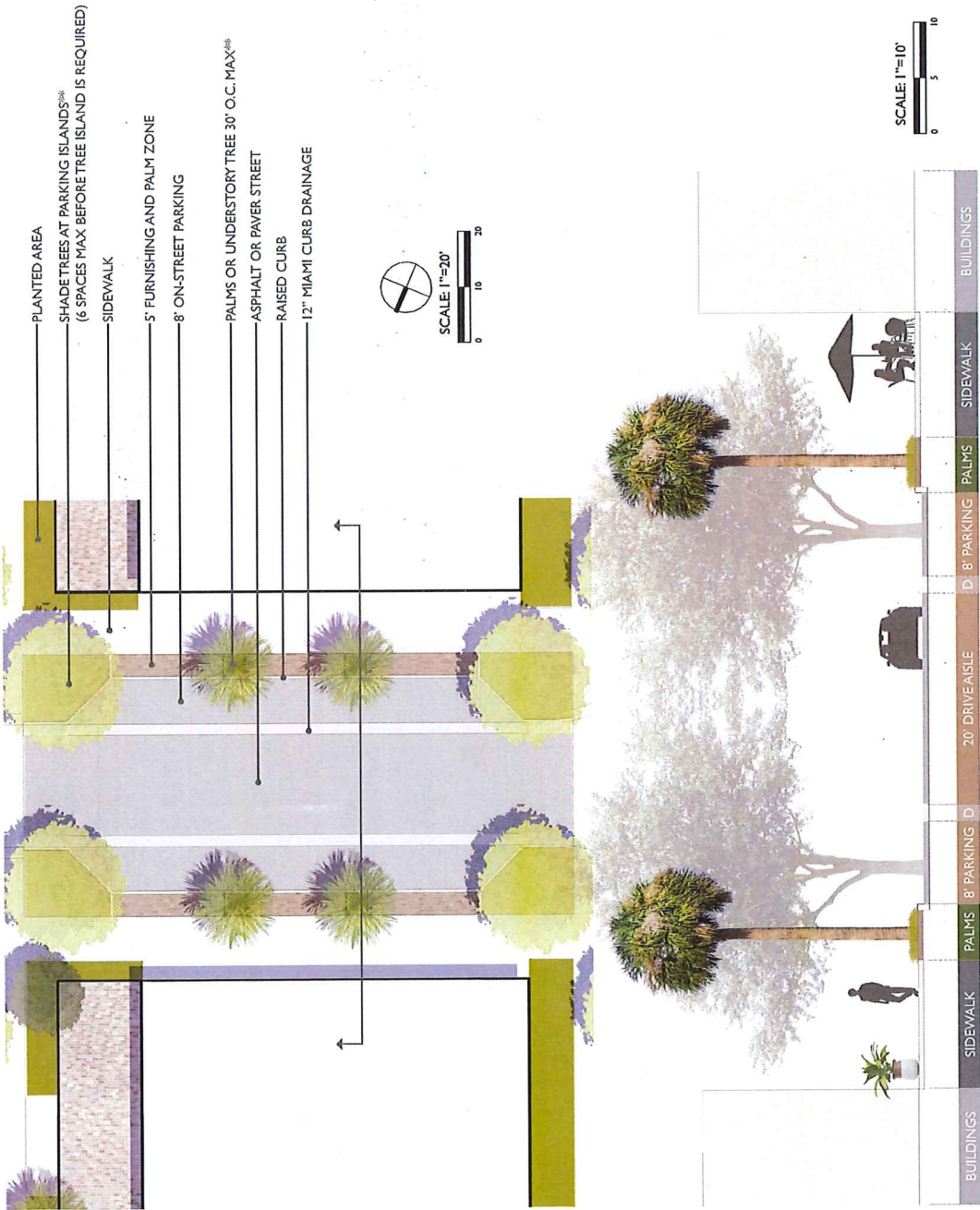


EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Halifax Drive Curbed Street Condition

Bristol Development Group

06.08.2023



EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

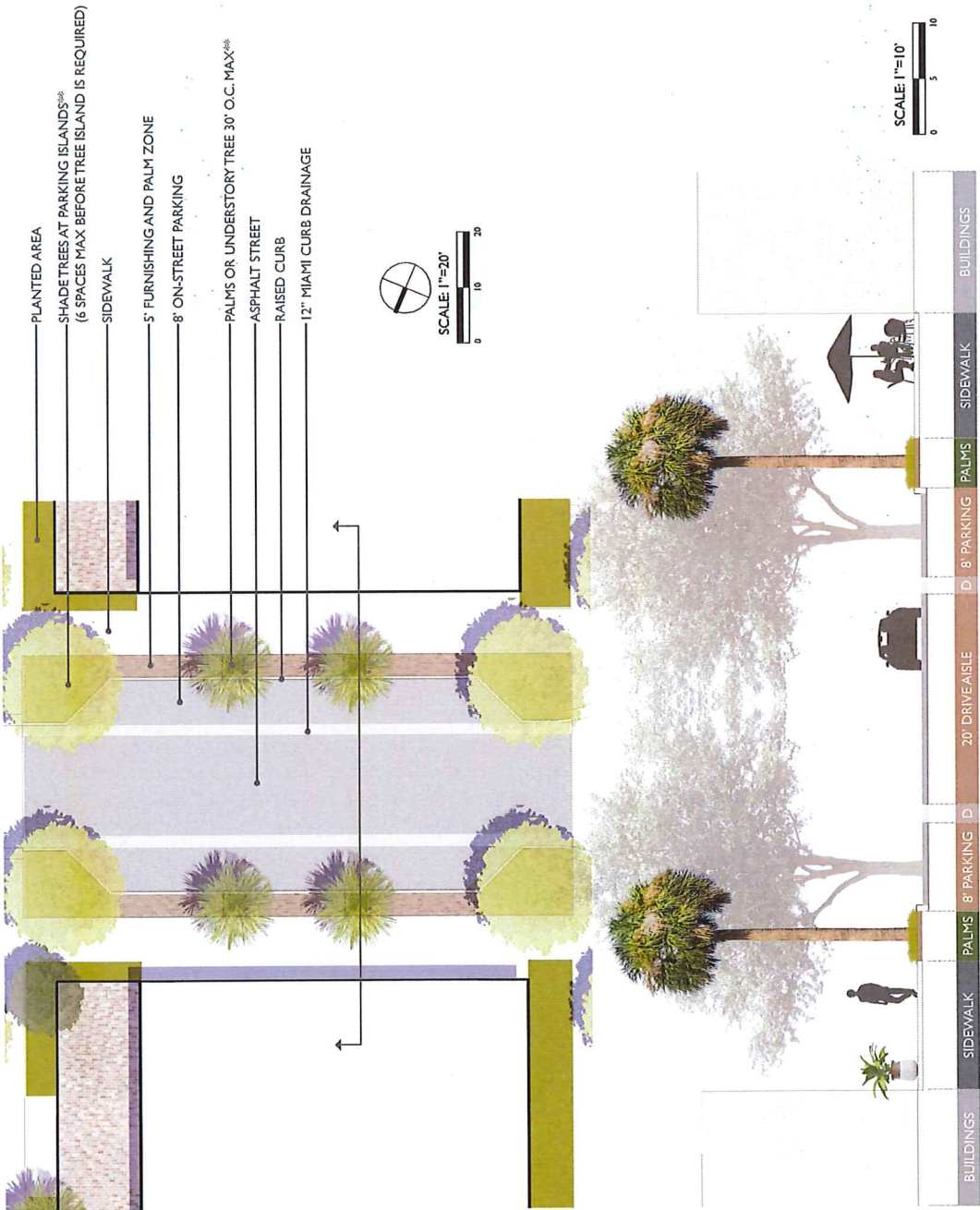
- PALMS OR UNDERSTORY TREES 30' O.C. MAX**
Palms or understory trees may be located behind travel zones/sidewalks
- SHADE TREES EVERY 6 PARKING SPACES**
Shade Trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required.
- No foundation plantings shall be required at commercial buildings. Planter Pots or planted areas may be added where tenant desires.
- *Final tree quantities and locations may vary dependent upon final building design.
- **Existing trees and palms may be used to satisfy tree requirements



EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Herbert Street Condition

Bristol Development Group

06.08.2023



EXAMPLE IMAGERY:



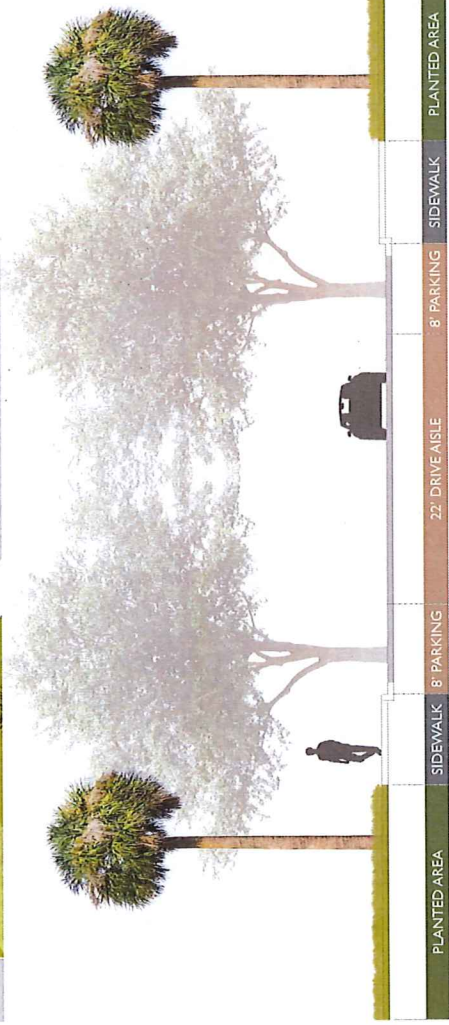
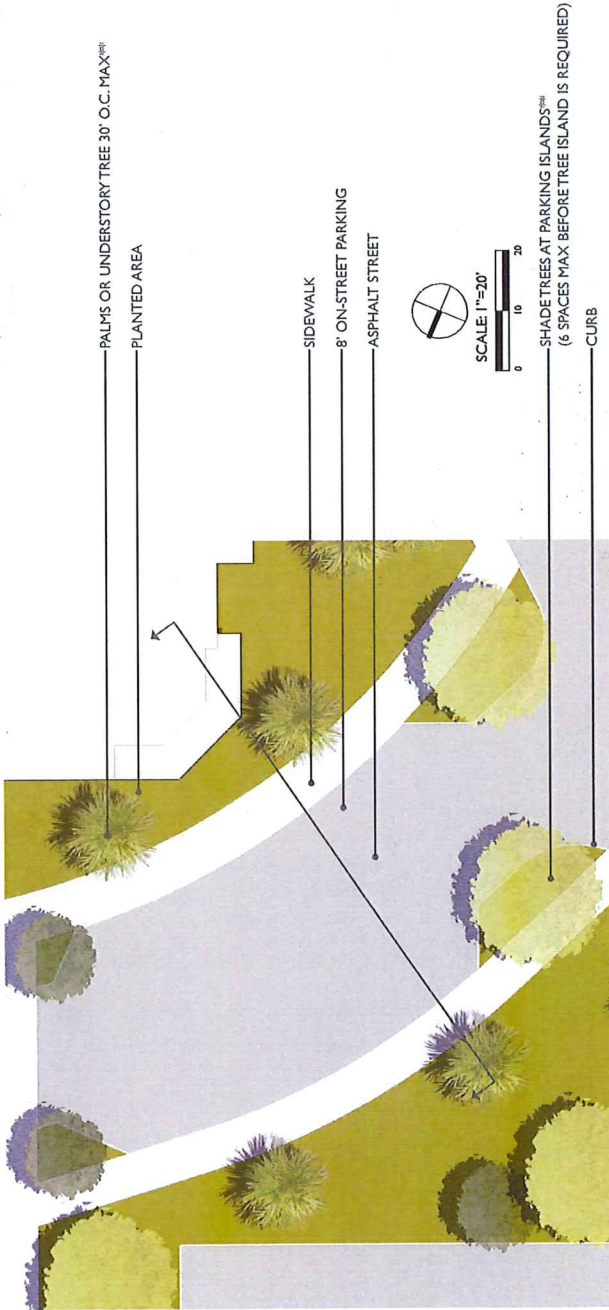
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- PALMS OR UNDERSTORY TREES 30' O.C. MAX**
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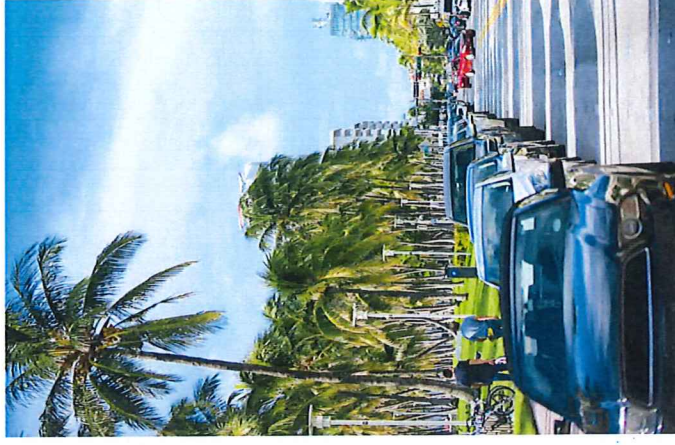
EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Riveryard Drive Condition - East

Bristol Development Group

06.08.2023



EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

PALMS OR UNDERSTORY TREES 30' O.C. MAX
Palms or understory trees may be located behind travel zones/ sidewalks

SHADE TREES EVERY 6 PARKING SPACES

Shade Trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required. No foundation plantings shall be required at commercial buildings. Planter Pots or planted areas may be added where tenant desires.

§§§ Final tree quantities and locations may vary dependent upon final building design.

§§§ Existing trees and palms may be used to satisfy tree requirements

EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Riveryard Drive Condition - West

Bristol Development Group

06.08.2023

EXHIBIT D

Riveryard Architectural Styles Exhibit

EXHIBIT "D"

RIVERWALK // APARTMENTS //

CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

RIVERWALK
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

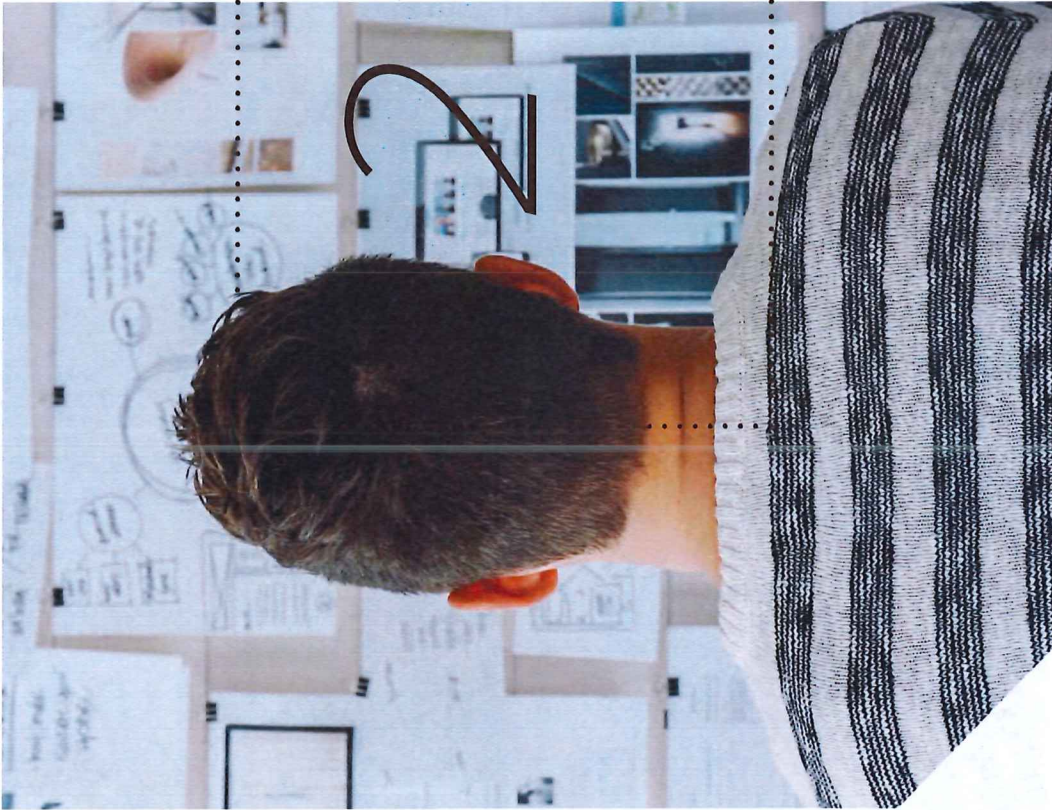
bristol
development group

02/03/23

cba charlan • brock • architects
Impacting Lives. Together

1770 FENNEL ST // WATLAND FL 32751
407.660.8900 // CBAARCHITECTS.COM
CBAARCHITECTS

C CHARLAN BROCK & ASSOCIATES, LIMITED, INTENDED FOR INSPIRATION. CBA DOES NOT CLAIM OWNERSHIP OR TRANSFER RIGHTS TO THIRD PARTY ARTWORK.



The Concept.

Variety with Compatibility

02103123

RIVERWALK
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

bristol
development group

c b a charlan • brock • architects
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1770 PENNELL ST. // MATLAND FL 32751
407.660.8500 // CBAARCHITECTS.COM
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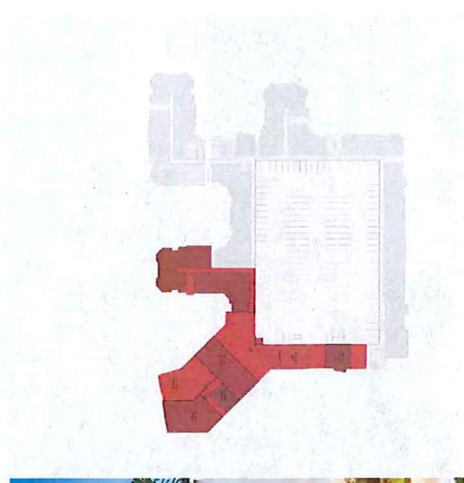
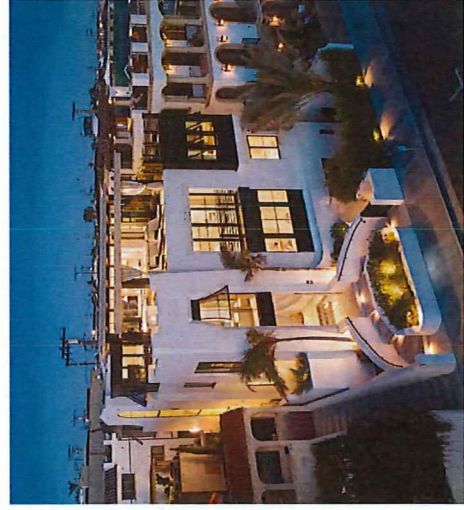
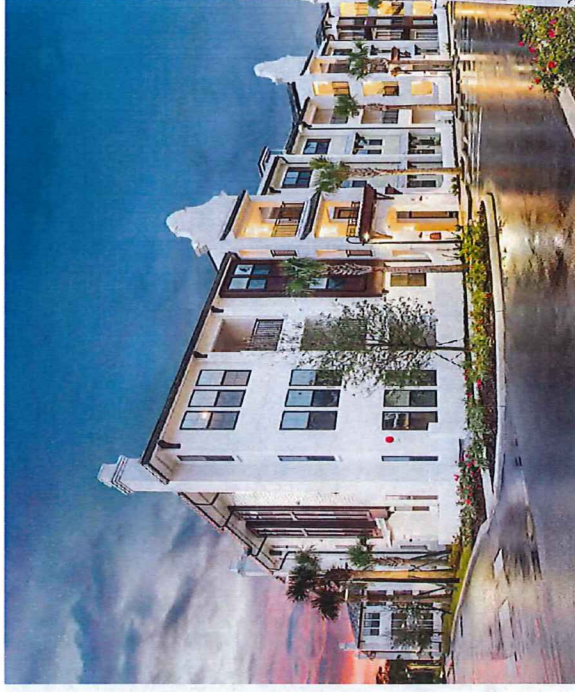
The Port Orange area has grown through many different developments over the years and has seen its architectural style evolve along with it. The concept is to tie three of these styles together to visually celebrate the cities architectural language. The building will evolve along the facade from classical beach architecture to modern beach architecture allowing residents and the public to experience three different styles.





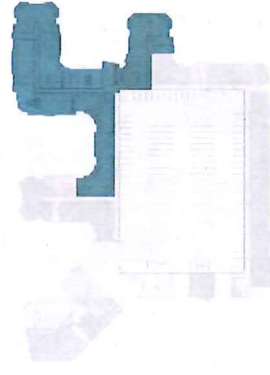
The Vision.

Inspiration Images



The Vision.

Modern



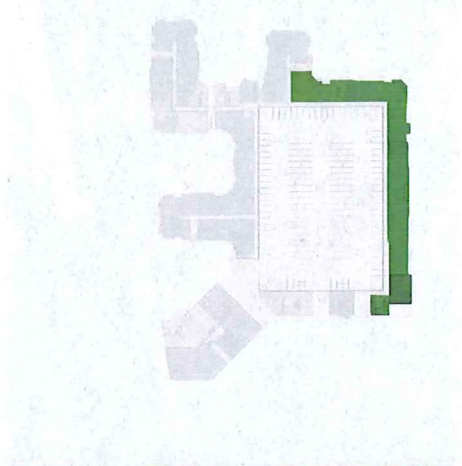
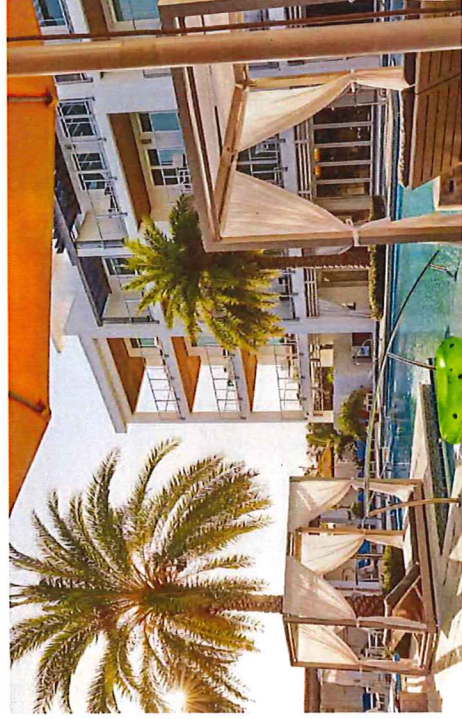
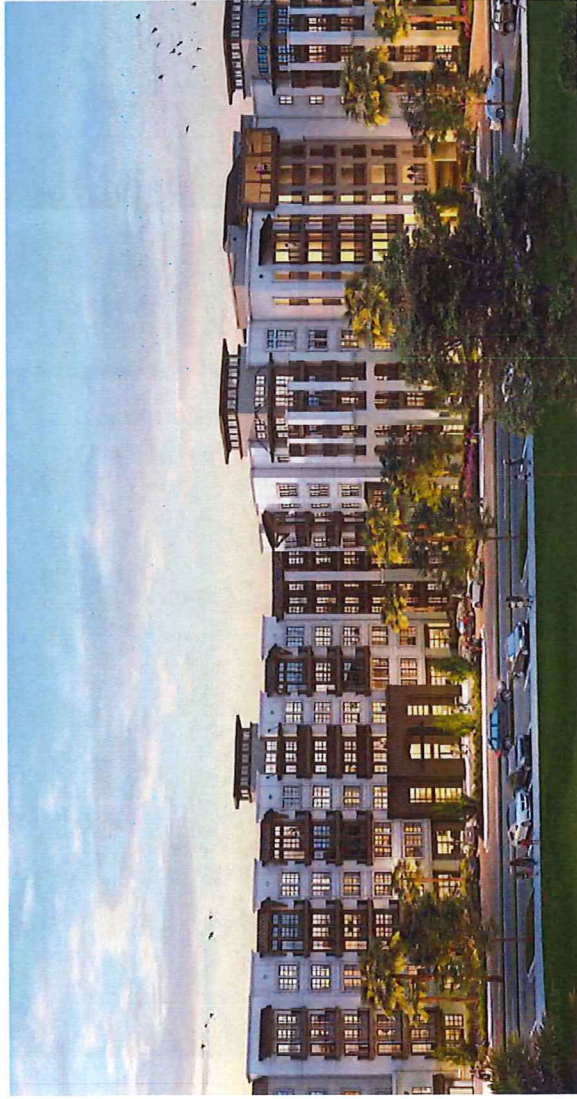
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RIVERWALK
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

bristol
development group

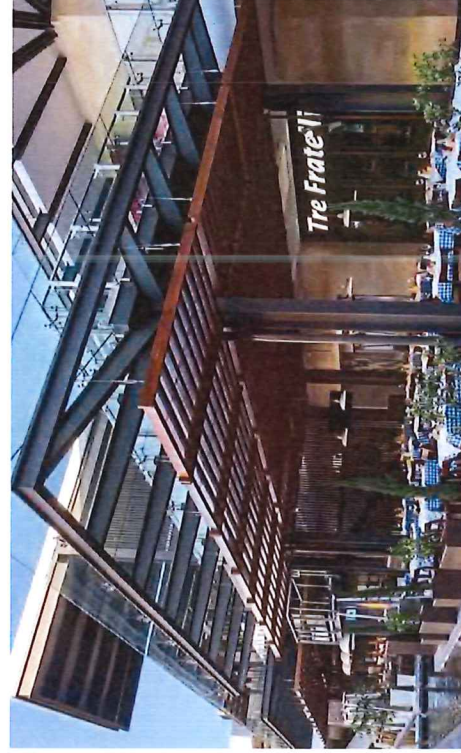
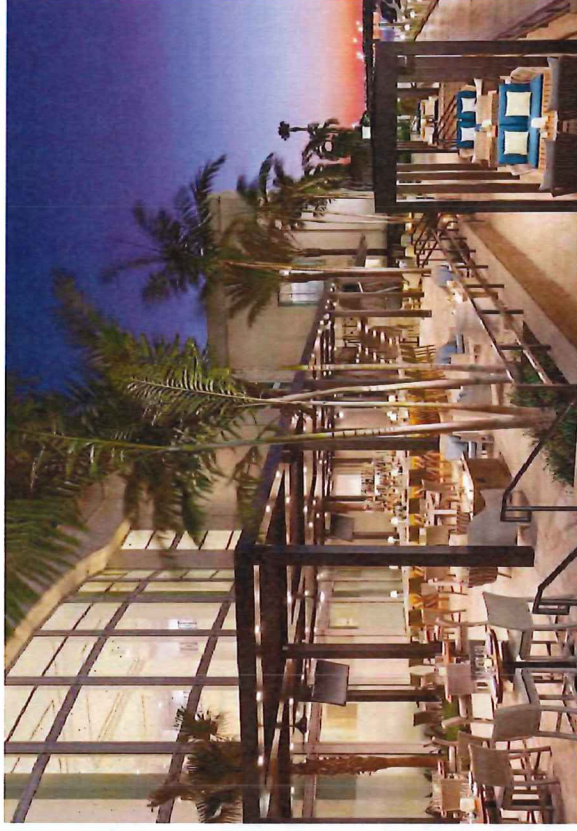
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Retail



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CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

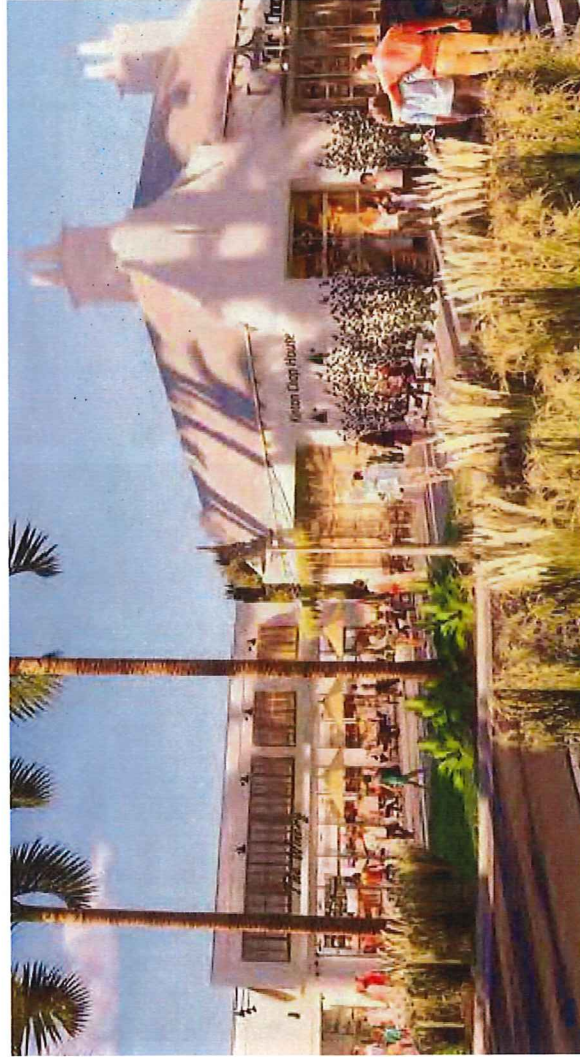
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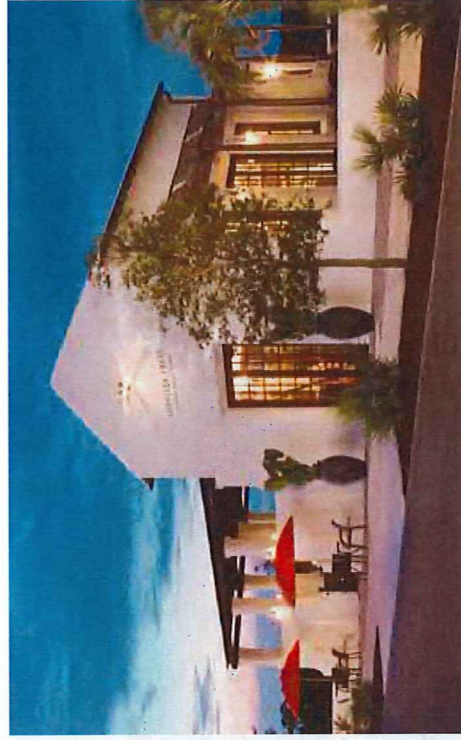
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Mixed use / Retail



02/03/23 | **RIVERWALK**
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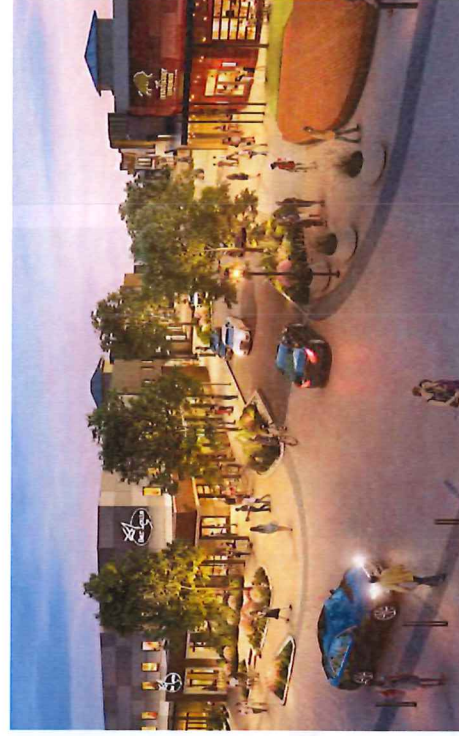
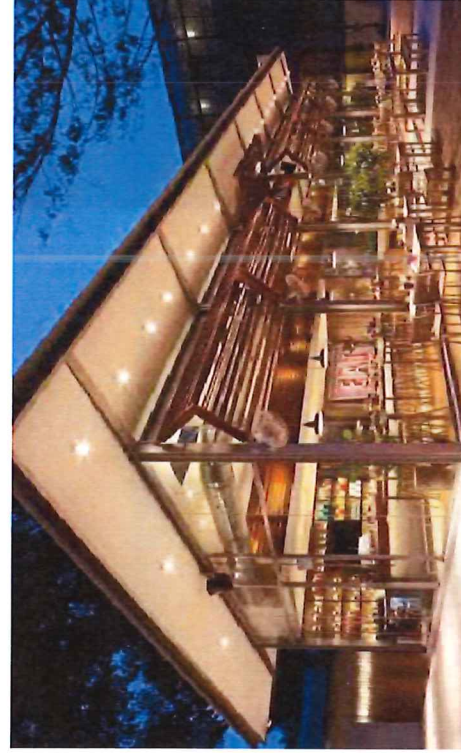
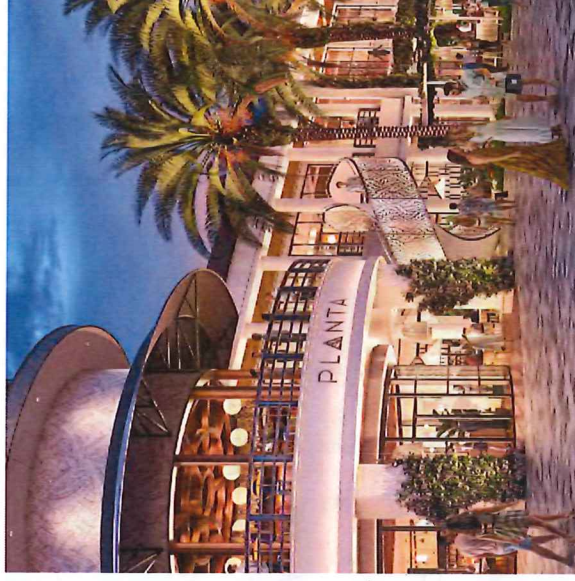
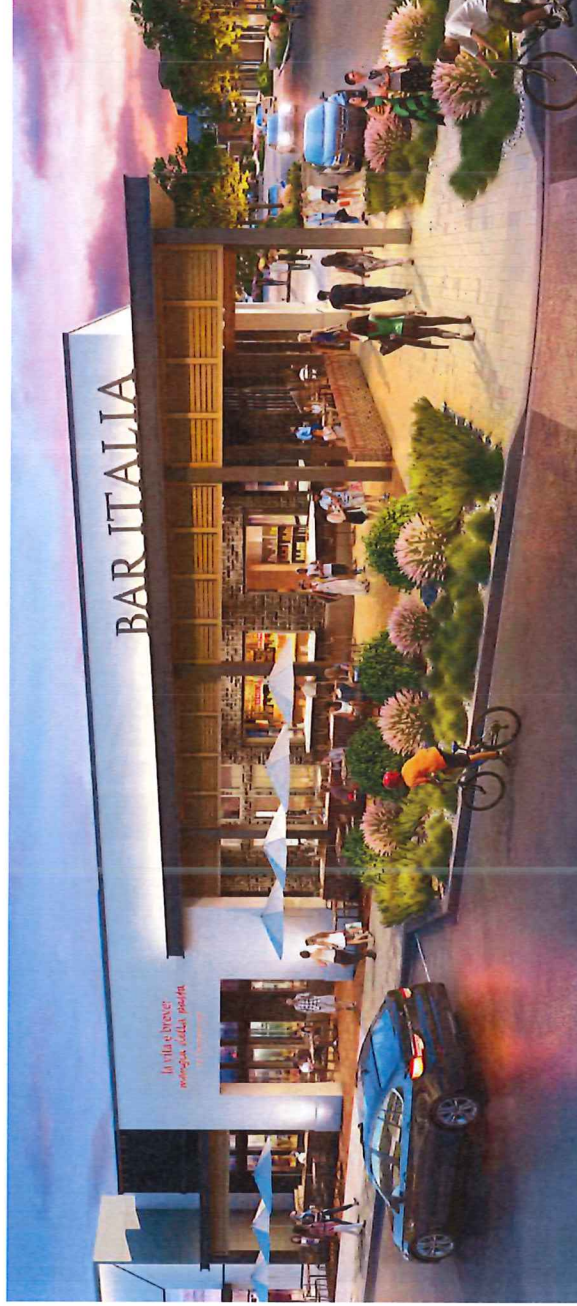
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EXHIBIT “E”
CITY MANAGER APPROVAL OF THE EXTENSION TO THE
RIVERYARD MASTER DEVELOPMENT AGREEMENT

WHEREAS, on the ____ day of _____ 202__, the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation (the “City”), and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability corporation (“Developer”) entered into the Riveryard Master Development Agreement, recorded in Official Records Book _____, Page _____, Public Records, Volusia County, Florida (“MDA”); and

WHEREAS, pursuant to Subsection 12.D. of the MDA, the Developer may request an extension for good cause shown; and

WHEREAS, in accordance with Subsection 12.D. of the MDA, the Developer has submitted a request to the City Manager to extend the MDA for an additional, _____ (“Extension”); and

WHEREAS, as required for consideration of this Extension, the Developer has provided the supporting documentation demonstrating good cause for said request along with documentation of the continued commercially reasonable steps in the diligent pursuit to complete the obligations and meet the deadlines set forth in the MDA; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Extension to the MDA is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The above Recitals are incorporated by reference into the body of this Extension Approval.

1. The City by and through the undersigned hereby approves the Developer’s extension request to extend the deadline for _____ as set forth in Section _____ for an additional _____, said date being _____ (“Extension Approval”).
2. All other terms and conditions of the MDA shall remain in full force and effect.
3. This Extension Approval shall become effective immediately upon signature of the City.

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk



STAFF REPORT

Riveryard Master Development Agreement

Case No. PRZA-23-0004

REQUEST:	Approval of the Riveryard Master Development Agreement and Conceptual Development Plan
LOCATION:	Northeast corner of Dunlawton Avenue and Ridgewood Avenue (Figure 1)
APPLICANT:	Bristol Port Orange Partners, LLC
PROPERTY OWNERS:	City of Port Orange; Port Orange Town Center Community Redevelopment Agency; Bristol Port Orange Partners, LLC; Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust; JLS888, Inc.; Ralph and Tammy Heotzler
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (6-0) July 27, 2023
PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY (POTC CRA):	August 15, 2023
CITY COUNCIL:	August 15, 2023

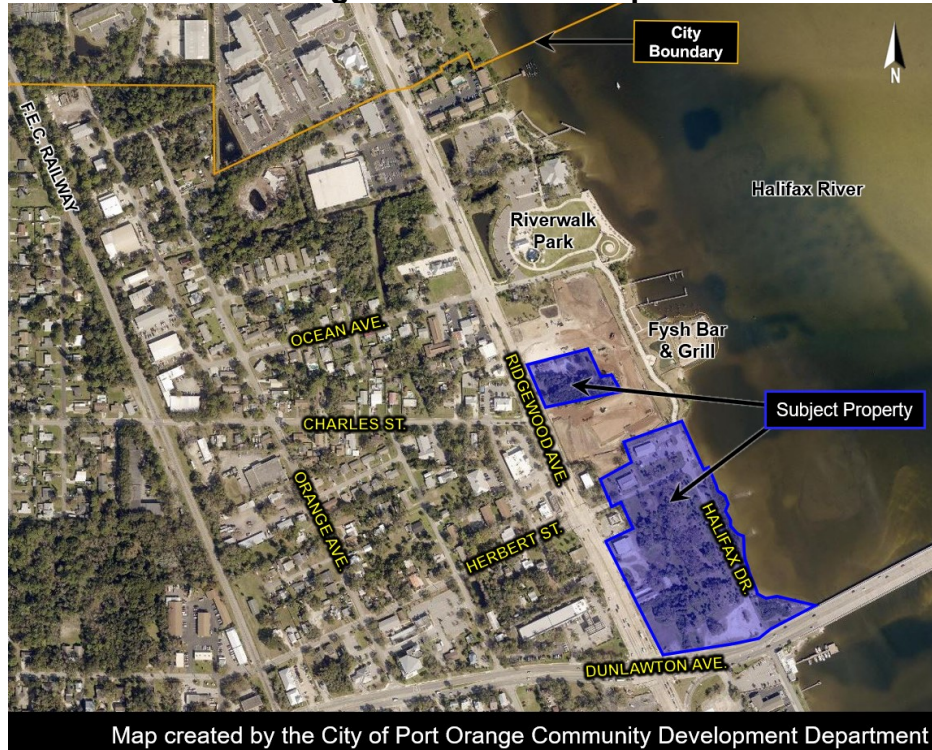
BACKGROUND

In December 2021, the City Council, and the Port Orange Town Center Community Redevelopment Agency (POCT CRA) selected the Bristol Development Group (Bristol) as the development group the city would begin to work with on a purchase agreement for the development of the Riverwalk area generally located south of Herbert Street. In March 2023, the City Council and the POTC CRA approved the First Amendment to the Contract for Sale and Purchase between the City (and POTC CRA) and Bristol Development Group. Over the last year and a half, Bristol has made considerable progress in key areas, including site assessments (surveys, environmental studies, soil borings, etc.), additional property acquisition, and refinement of the concept plan and construction estimates. The acquisition of additional land adjacent to the land being sold by the city has allowed Bristol to improve the layout of their project from their initial December 2021 layout.

DISCUSSION

Bristol is requesting approval of the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for their transformative mixed-use project along the Halifax River. The areas included in the MDA and CDP include the ±11.03 acres of property located at the northeast corner of Dunlawton Avenue and Ridgewood Avenue and the ±1.4-acre former Dave's Pest Control property located in front of the Fysh Bar and Grill restaurant (Figure 1).

Figure 1. Location Map



The proposed MDA and CDP are for the development of a waterfront park (performance pavilion, trails, swings/benches, etc.), a riverfront bar/restaurant, ±30,000 square feet of commercial space, a hotel (optional), a multi-family building wrapped around a parking garage, a festival street, public parking spaces, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and an overflow temporary grass parking on the former Dave's Pest Control property.

Figure 2. Conceptual Layout of the Riveryard Project



The *Planned Community – Riverwalk* Future Land Use designation and Planned Commercial-Riverwalk (PC-R) zoning district were developed to create a walkable community with new-urbanism characteristics along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. The PC-R zoning district applies to ±35 acres of land lying east of Ridgewood Avenue, and north of Dunlawton Avenue to the northern border of the city. This area is generally referred to as Riverwalk.

The PC-R zoning district is divided into five project types: Hi-rise residential, Mixed-use, Recreation/conservation, Marina, and Streetscapes (see Exhibit 1). There are district-wide regulations that apply to the five project types as well as specific regulations for each individual project type. The Riveryard MDA property is in the area of the PC-R designated as Mixed-use.

The MDA and CDP constitute a zoning document for a specific area within the PC-R zoning district, establishing permitted uses and certain development requirements. It does not grant approval of any specific development itself but rather establishes parameters for how the property can be developed. The flexibility from the standard code requirements is offered with the goal of creating a better-quality project with greater benefits for the public and the developer. The purpose of the MDA and CDP is to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by the Land Development Code (LDC).

DEVELOPMENT PROPOSAL

If approved, the MDA and the CDP (Exhibits 2 and 3) will provide the regulatory framework for the development of the Riveryard project. The following discussion will focus on the significant aspects of the MDA and CDP such as the use, size, and development impacts.

General Site Layout

The proposed development will be located within the area defined in the MDA as the Riveryard project. The proposed development will be accessed from Dunlawton Avenue and Ridgewood Avenue via three private internal streets (Herbert Street, Halifax Drive, and Riveryard Drive). The proposed MDA and CDP are for the development of a waterfront park (performance pavilion, trails, swings/benches, etc.), a riverfront bar/restaurant, ±30,000 square feet of commercial space, a hotel (optional), a multi-family building wrapped around a parking garage, a festival street, public parking spaces, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and an overflow temporary grass parking on the former Dave's Pest Control property.

Manager must be processed pursuant to Exhibit E of the MDA – Form Extension of Time Approval Letter.

Parking

The parking areas for the proposed development are shown on the CDP. The parking for the multi-family units will be in a multi-level parking garage. Parking for commercial uses and townhomes will be provided in surface parking lots, on-street parking spaces, and lower levels of the parking garage. According to the MDA, a minimum of 100 surface spaces and 200 garage spaces will be set aside for the public accessing the commercial uses, waterfront park, and events on the festival street.

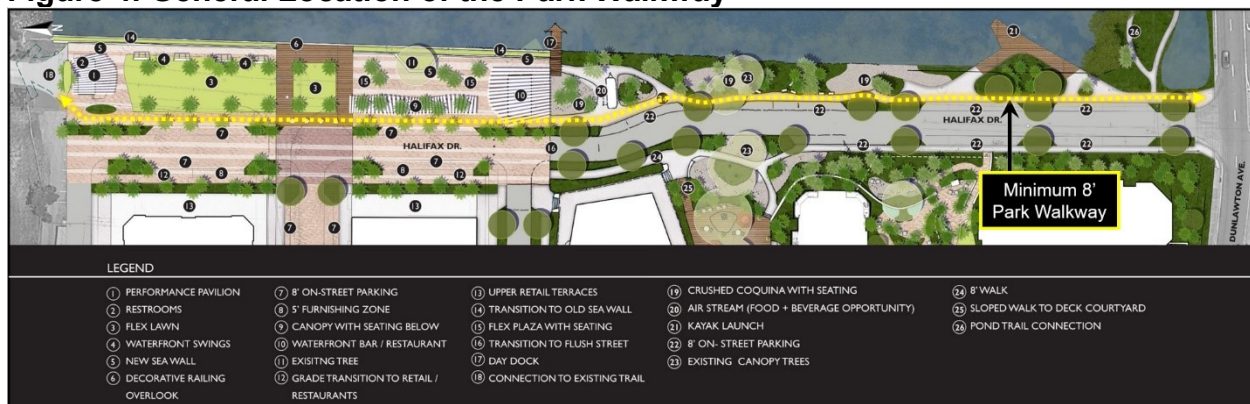
Permitted Uses

The following uses are proposed within the Riveryard project area: marina which allows for overnight stay for up to seven (7) days, multi-family, waterfront park, restaurants, retail sales, offices, banks, pet grooming/daycare, game/recreation facilities, health/exercise clubs, breweries, public/civic facilities, food truck court/parking, and uses currently allowed in the LDC for the Mixed-Use project type (Exhibit 4). The proposed uses are consistent with the *Planned Community-Riverwalk* Future Land Use designation, which states, “the area shall be a mixed-use entertainment location”, “promote river-based activities and events to attract citizens”, and “develop a unique riverfront location based on a healthy mix of entertainment, retail, office, and housing uses”. The proposed uses provide entertainment and a usable riverfront for residents of Port Orange and tourists.

Infrastructure

The MDA provides for the development of a Waterfront Park (park) along the Halifax River from the northern to the southern boundary of the MDA Property which will include a performance pavilion, trails, swings/benches, restaurant/bar, docks into the Halifax River, green space, etc. and the continuous Park Walkway and portions of the park will be subject to public access easement.

Figure 4. General Location of the Park Walkway



According to the applicant, the purpose of this is to provide flexibility for a variety of walkway experiences along the waterfront, utilizing a curving, nonlinear walkway layout. According to the applicant the activation of the Waterfront Park is to provide a variety of pedestrian trails and mobility options, such as diverting pathways to wrap around different park features and enhances and promotes both views and access of the Halifax River.

The trails will be designed to be extension of existing trails within the Riverwalk area and create one unified pedestrian network.

Policy Considerations

Policy Consideration Related to the Applicants' Development Proposal: The applicant is requesting eight (8) deviations from the following LDC requirements that the applicant believes are necessary to create a development along the Halifax River that includes a mixture of commercial, residential, and entertainment uses.

1. Dimensional Criteria:

The proposed development will adhere to the dimensional criteria in the LDC for the Mixed-Use project type in the PC-R zoning district, with the MDA allowing for the following deviations.

- a. *Maximum Building Height of 105 feet:* The current maximum building height for the subject property is 65 feet. According to the applicant, the requested height of 105 feet is to permit the necessary units to support the project and densification of the residential development in one area of the property to allow more of the site to be developed with commercial uses and public spaces, such as the Waterfront Park, Park Walkway, and activated streets. The additional height will also allow for the modern design and construction of the multi-family building, including taller ceilings for the ground floor spaces such as amenities, retail, and restaurant opportunities. The applicant also states that the exterior of the multi-family building wraps around the parking garage, so the garage is screened, and the additional height for the multi-family building is needed to enclose the parking garage.

Figure 5: Architecture Rendering of the Multi-Tenant Building with Commercial Component



- b. *Minimum Lot Area:* Lot dimensional criteria will be provided as required by the Land Development Code (LDC), except for the lot area. The applicant is

requesting a 3,000 square feet lot area requirement in lieu of the 1-acre requirement in the LDC. According to the applicant, the proposed lot area is intended to allow for the potential development of commercial outparcels or smaller footprint lots that would accommodate a single user within the development footprint and allow parking areas and streets to remain common areas under the control of a property owners association. The requested flexibility in lot size is to provide for the potential development of unique use types and ensure that there is the ability to bring in desired uses. The applicant has stated that in past projects, certain retail and restaurant tenants want to own the real property on which the business is located outright instead of leasing a building footprint. The applicant states that the overall property will still be developed and designed as an aesthetically cohesive site with shared parking, stormwater, and utilities.

When the minimum lot width and area were established for the Mixed-use project type, it was anticipated that the entire Riverwalk project would be developed by a master developer, and the lot dimensional requirements were created to limit smaller-scale development that was not part of the master-planned project. The original development concept for Riverwalk has now changed to utilizing smaller-scale plans to create the mixed-use waterfront project.

- c. *Minimum Building Setback - External to the MDA Area*: The applicant is requesting a 5-foot building setback in lieu of the 10-foot setback where the subject property is adjacent to a property not in the MDA or the Halifax River. According to the applicant, the requested 5-foot setback is intended to provide flexibility in the design of the project and allow for flexibility to shift buildings to save trees, provide more parking, or create more active outdoor spaces. The applicant is not requesting to reduce the building setback for Ridgewood Avenue or Dunlawton Avenue or visual clearance requirements in the LDC.
- d. *Minimum Finished Floor Elevation (FFE)*: The applicant is requesting to use the current requirement in the LDC to determine the finished floor elevation FFE for the structures in this development. When the PC-R zoning district was adopted in 2007, a minimum FFE of 9 feet was established for any structure in the PC-R zoning district. Over the last 15 years, there have been updates to the flood area mapping that show an FFE of 7 feet is sufficient. The PC-R zoning district is the only zoning district in the City that establishes an FFE, the other 29 zoning districts defer to the City's Floodplain Management Ordinance in Chapter 8 of the LDC. According to the Floodplain Management Ordinance in Chapter 8 of the LDC, the FFE for this area would need to be a minimum of 7 feet.

According to the applicant, the request to use a 7-foot FFE is based on updated flood area mapping completed since 2007 that shows that an FFE of 7 feet will be a minimum of 2-foot above the 100-year floodplain.

- e. *Finger Pier Width*: The applicant has requested the width for a finger pier range between 4 feet to 8 feet in lieu of the maximum 3-foot width required by the

LDC. A finger pier is defined by the LDC as a narrow walkway extending over water to provide access between docked boats and the main access pier connection to the land. According to the applicant, the primary purpose of the extra finger pier width is safety. The applicant states that the requested width provides additional room for boaters to board and exit their vessels in a safer manner.

2. Parking: Parking will be provided as required by the Land Development Code (LDC), except for the multi-family use. According to the applicant, this parking ratio being requested is based on a parking study prepared by Walker Consultants, one of the leading parking consultants in the U.S. for mixed-use projects, specifically for the mix of uses proposed for the Riveryard project and the applicant's prior experience in the development of successful mixed-use projects. The parking demand used in the study was based on "peak demand" which is the point of highest demand throughout the year. The study looked at the full 24-hour cycle for both weekdays and weekends for all 365 days of the year to calculate what the anticipated peak parking demand would be for the proposed development. The analysis shows that the proposed $\pm 1,000$ parking spaces would be sufficient based on the parking standard developed for this project along with other project examples and analysis, including efficiencies in parking created by the mixture of uses within the site and the opportunity for internal capture and ride sharing options.

- a. *Residential Multi-Family*: The applicant has proposed a parking ratio of 1.3 spaces per residential unit instead of the LDC parking ratio of 1.5 spaces per residential unit with 1 bedroom and 2 spaces per residential unit with 2 or more bedrooms plus 0.25 visitor parking spaces per residential unit.

The existing LDC parking requirements for residential uses were last updated in 1996. The applicant has stated that the proposed parking ratio will provide sufficient parking for multi-family complex based on the traffic typically generated by a multi-family development within a mixed-use project. The Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition, indicates that the average parking ratio for a hi-rise apartment over a 24-hour period is between 1.15 to 1.52 spaces per residential unit. The proposed 1.3 parking spaces per residential unit is in the middle of the ITE suggested range. According to the applicant, the proposed parking ratio has been used in other mixed-use projects they have developed and provides sufficient parking for the multi-family complex. While the number of 1-bedroom units has not been finalized, the applicant has indicated that it will be slightly more than half of the total units, and typically 1-bedroom units are rented to one vehicle occupants. As for the 2 and 3 bedrooms, the applicant states that in their past projects, these units have ranged from the occupants having 1 to 3 vehicles and that by having more than half of the units as 1-bedroom allows for there to be more than 1 space available to the occupants of the 2- and 3-bedroom units.

- b. *Food Truck and Marina*: The applicant states that no additional parking spaces are required for food trucks since they are intended to serve patrons that live in

the multi-family complex or already visiting the site for special events or commercial uses. According to the applicant, the docks at the marina will only to be available to residents of the multi-family complex that have a boat or patrons of the commercial uses that visit the site by boat; therefore, parking is not needed for this use.

3. Parking Lot Design: The general location of the parking lots and parking garage are shown on the Conceptual Development Plan and will be developed in compliance with the requirements of the LDC, with the exception of the dimensions for the parking spaces. The LDC requires the width of a parking space to be a minimum of 10 feet and the depth to be 20 feet. The requested parking space dimensions for parking spaces in a surface lot, parking garage, and on-street, and the dimensions currently in the LDC are provided in Table 1.

Table 1

	Parking Space Dimensions Proposed in the MDA	Parking Space Dimensions in the LDC
Standard spaces and parking garage spaces	9' x 18'	10' x 20'
Parallel spaces	8' x 20'	10' x 22'
Compact spaces	8' x 16'	8.5' x 17'
45-degree spaces	9' x 19.1'	10' x 21.2'

The drive aisles width for the parking lots will be 24 feet wide as required by the LDC. According to the project engineer and applicant, the proposed parking space dimensions are common in similar mixed-used developments and will allow for adequate area to park and still provide for maneuvering for individuals to enter and exit their vehicles. The proposed 9' width and 18' depth requirements are consistent with other cities in the area and with many of the Master Development Agreements approved by the city for commercial developments within Port Orange (Pavilion, Altamira, Port Orange Gateway, and Riverwalk).

4. Tree and Landscape Requirements: The proposed development will comply with the landscape and screening requirements of the City's LDC, with the exceptions of the following:
- a. *Specimen Tree Preservation:* According to the LDC, a certain percent of of the specimen trees on a property are required to be preserved based on the number of specimen trees per acre on site. The applicant anticipates having to remove a majority of the specimen trees required to remain due to the amount of fill required to meet the code. The project engineer and landscape architect do not anticipate the trees surviving with an additional 2 to 3 feet of fill on the tree's root systems.

According to the project engineer, if the minimum finished floor elevation for all structures is 7-feet (see page 6), a substantial amount of fill (approximately 2 to 3 feet) will be needed to raise the site. The existing site topography and adjacent rights-of-way (Halifax Drive, Herbert Street, and Ridgewood Avenue) range from elevation 4.0 to 5.0. The proposed structures are expected to be

designed with a first-floor elevation of 7 feet, and the surface parking areas and private roads that support the development range from elevation 5 to 6.5.

In addition, the central location of a majority of the specimen trees on the project area and the finish floor elevation requirement did not allow for many options to accommodate buildings, associated parking, stormwater, and preservation of specimen trees. The project engineer considered and analyzed other site layouts but was unable to preserve the existing trees and allow for the proposed use of the property.

The applicant is proposing to save certain specimen trees along the Halifax River and Dunlawton Avenue but does not believe that the number that will remain will comply with the code and therefore has requested to waive the specimen tree requirement.

- b. *15% Tree Preservation:* The LDC requires that fifteen percent of the project area be designated for the protection of existing trees. The size of the project area is 12.4 acres. The required tree preservation area for the project is 1.86 acres. The applicant is requesting approval to not be required to preserve 1.86 acres of the existing trees on the site.

According to the project engineer, if the minimum finished floor elevation for all structures is 7 feet, a substantial amount of fill (2 to 3 feet) will be needed to raise the site above the 100-year floodplain. The existing site topography and adjacent rights-of-way (Halifax Drive, Herbert Street, and Ridgewood Avenue) range from elevation 4.0 to 5.0. The proposed structures are expected to be designed with a first-floor elevation of 7 feet, and the surface parking areas and private roads that support the development range from elevation 5 to 6.5.

In addition, the central location of a majority of the specimen trees on the project area and the finish floor elevation requirement did not allow for many options to accommodate buildings, associated parking, stormwater, and preservation of specimen trees. The project engineer considered and analyzed other site layouts but was unable to preserve the existing trees and allow for the proposed use of the property.

The applicant is proposing to save certain trees along the Halifax River and Dunlawton Avenue but does not anticipate that the number that will remain will comply with the code and therefore has requested to waive the 15% tree preservation requirement. In addition, the tree preservation requirements in the LDC are designed for new “greenfield” development where developers can set aside areas for tree preservation and do not need a significant amount of fill. The proposed project requires fill and is to function as a dense, walkable mixed-use project, and areas for tree preservation are limited.

- c. *Tree Per Square-Foot Requirement:* The LDC requires on new construction projects there be 1 tree per 2,500 square feet. The applicant is requesting the ratio be modified to be 1 tree per 5,000 square feet. As discussed above, due to filling needed on the site a majority of the existing trees will be removed and

due to the urban design of the project with activated streets, building closer to the street, and outdoor dining areas, there will be less room to replant trees and in areas that they will thrive. According to the applicant, they plan to save as many of the trees as they can and will create aesthetically landscaped streetscapes, surface parking lots, and courtyards but do not anticipate being able to provide the estimated 216 trees on the site once the project is completed as required by the LDC. Therefore, the applicant is requesting a ratio of 1 tree per 5,000 square feet.

According to the applicant, there is a conflict with the PC-R Zoning district and the tree preservation requirements in Chapter 9 of the LDC. According to the PC-R zoning district, the maximum impervious area for the Mixed-Use district is 100% of the site, and if the site can be designed with 100% impervious area there would be no room for tree preservation. The applicant does not intend to develop the site as 100% impervious but does need adjustments to the tree preservation requirements due to how this project will be designed as a dense, walkable mixed-use project.

- d. *Foundation Plants and Landscape Islands*: The LDC requires foundation plants and understory trees adjacent to all sides of a building visible from an adjacent property or street. Due to the urban design of this project, the applicant is requesting to establish a streetscape design requirement for buildings located along the internal private roads within the project instead of having to install shrubs and understory trees adjacent to commercial storefronts. As shown in Figure 6, the intent is to activate the space adjacent to the commercial buildings with outdoor dining, seating, and walkways and create tree-lined private streets to separate the street from the active area adjacent to the roadway.

Figure 6: Example Streetscape Guideline

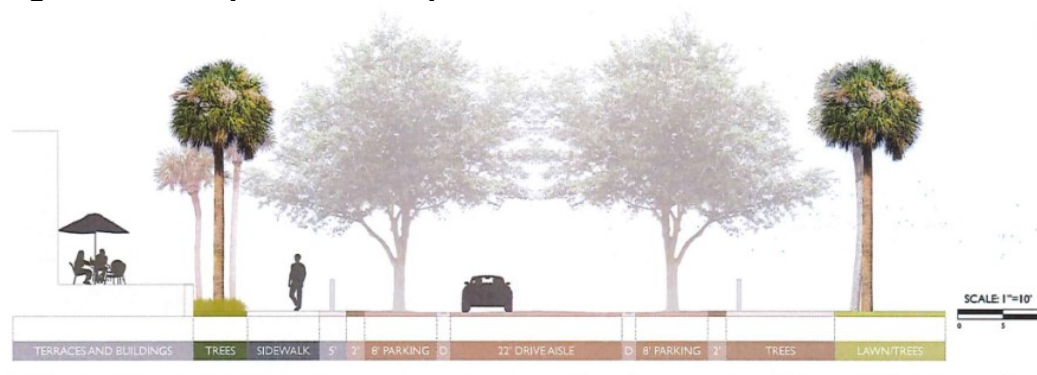


EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Halifax Drive Flush Street Condition
Bristol Development Group

The MDA also includes planting requirements for landscape islands that states plantings are not required to be designed to look organic/curvilinear due to the urban design character of the project. According to the applicant, these modifications are intended to provide flexibility to provide a more urban and activated environment for the development, which allows for intentional landscaping design that provides necessary green infrastructure such as shade, beautification, and greenery within the development while ensuring the

- type, quantity, and maintenance of the landscaping is appropriate for the use of the site along the Halifax River and to create an interconnected streetscape system that is favorable to pedestrian movement and view of the space. Landscaping is proposed to be placed in an intentional layout to promote separation between roadways and pedestrian areas, support coverage of walkways and drive aisles through shade tree placement in parking islands and along sidewalk areas.
5. Transportation Concurrency Exception Area (TCEA) Mobility Enhancements: The PC-R zoning requires all properties in Riverwalk to pay an assessment fee (5% of the total transportation impact fee for the proposed development in addition to required transportation impact fee) and to participate in transportation improvements and strategies for the entire PC-R. At this time, project-wide transportation improvements and a process to implement them have not been identified or created. The MDA states that Bristol Development Group shall pay customary City transportation impact fees but shall be exempt from paying the additional 5% transportation impact fee associated with the Port Orange Riverwalk PC-R District.
 6. Signage: The proposed development will comply with the signage requirements (sign area, sign height, appearance, etc.) of the City's LDC, with the exceptions described below:
 - a. *Murals:* The LDC allows a mural to occupy up to 75% of a building façade or structure. According to the applicant, in their past developments where murals have been painted, the murals have been closer to occupying 100% of a façade. While the applicant has not indicated a location for a mural on the CDP, the applicant is requesting to increase the permitted area to ensure there is sufficient area for murals if they decide to have murals in this project.
 - b. *Construction Fencing:* The MDA allows for signage on construction fencing. This is very common for large-scale projects to not only advertise the contractor but also market the project. The fencing would still be required to meet the city's standard for height and setback.

Figure 7. Example of Construction Fencing Signage



- c. Square-Footage for a Site Sign and Number of Site Signs: The MDA allows any site sign installed to be a maximum of 64 square feet in lieu of 32 square feet in the LDC, and a maximum of three (3) large site signs. According to the applicant, typically, the signs are used to identify the project, design team, lenders, future tenants, and marketing for the project. Due to the size of this project, the applicant is requesting to allow for additional square footage to be able to identify all the disciplines involved in the project, tenants, and market the project.
7. Temporary Overnight Docking: The applicant is proposing a marina in a future phase to allow for docking of rental boats and transitory boats. The applicant is requesting approval to allow overnight docking of boats at the marina. The temporary overnight docking would allow boat owners to sleep overnight in their boat docked at the marina for a period not to exceed seven (7) consecutive days. According to the MDA, the developer will be required to provide water and electric to any boat using a dock overnight.

The applicant is requesting to be exempt from the LDC requirement that prohibits a watercraft from being used for a dwelling for a period of more than 24 hours after such watercraft have been brought into the city.

8. Minor Modifications: The LDC currently allows for administrative adjustments of dimensional requirements when the adjustment is less than 10% for dimensional requirements or unique dimensional circumstances that impact the installation of landscape materials, access drives, sidewalks, new construction materials or methods similar to those required by the city's standard construction details, etc. Many of the administrative adjustment provisions currently allowed by the LDC are not typically captured in an MDA, which can lead to several amendments over minor adjustments that are discovered once final engineering is done and more detailed design data is available, especially for a large and unique development.

The minor modification language in the Riveryard MDA attempts to capture the flexibility already allowed in the LDC for staff to allow minor adjustments that typically come up from unforeseen circumstances in the final design review or in the field but do not change or alter the overall concept of the project. For major adjustments that would change or alter the project, these would still be required to go through the formal MDA and CDP amendment process that requires review by Planning Commission and City Council.

CONSISTENCY WITH COMPREHENSIVE PLAN & PORT ORANGE TOWN CENTER CRA PLAN

The subject property is designated *Planned Community-Riverwalk* on the City's Future Land Use (FLU) Map. The *Planned Community-Riverwalk* land use standards, as well as the policies within the Port Orange Town Center (POTC) CRA Plan are to guide the development of a walkable development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. The proposed development has components of new urbanism (housing, entertainment, and public space) and will be integrated with the Riverwalk Park to continue the improved public trail along Halifax Drive

and development north of Herbert Street to achieve the overall walkability goals for the entire Riverwalk area.

The proposed MDA has been determined to be consistent with the City's Comprehensive Plan and the POTC CRA Plan with regard to density and intensity, permitted uses, and overall design.

PUBLIC NOTICE

The property was posted by Staff on June 9, 2023, notifying the adjacent properties of the proposed MDA. As of the time this agenda item was prepared, there have been no phone calls on the proposed MDA.

RECOMMENDATION

Staff recommends approval of the Riveryard Master Development Agreement and Conceptual Development Plan, subject to approval of the policy issues discussed in the staff report as requested by the applicant and the City Attorney's review of legal form and content.

ATTACHMENT

- Exhibit 1: Riverwalk Planned Community Conceptual Development Plan
- Exhibit 2: Riveryard Master Development Agreement
- Exhibit 3: Riveryard Conceptual Development Plan
- Exhibit 4: Planned Community-Riverwalk Mixed-Use Project Type Permitted Uses

Document prepared by:

Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation and Port Orange Town Center Community Redevelopment Agency, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida both located in Volusia County, Florida (collectively "City"), Joan L. Sheridan, Trustee of the Joan L. Sheridan Revocable Trust, JLS888, Inc., Ralph & Tammy Heotzler and Bristol Port Orange Partners, LLC, a Florida limited liability company (collectively "Owners") and Bristol Port Orange Partners, LLC, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 12.43 +/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of City and Owners and under contract (the "Riverwalk Purchase & Sale Agreement") for purchase by Developer. All references herein to "Developer" shall be deemed to refer to Bristol Port Orange Partners, LLC or their respective successors in ownership interest of the Property.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property Legal Description and Survey, date certified _____, prepared by _____.

Exhibit B: Conceptual Development Master Plan, rev. date _____, prepared by _____.

Exhibit C: Streetscape Guidelines Exhibit

Exhibit D: Riverwalk Architectural Styles Exhibit

Exhibit E: Form Extension of Time Approval Letter

3. DEVELOPMENT PLAN.

A. Owner has designated the Property as the “**Riveryard Master Development**”.

B. The Property will be developed under the **Planned Community – Port Orange Riverwalk (PC-R)** zoning district pursuant to the City’s Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control.

C. Exhibit B (Conceptual Development Plan) generally depicts the proposed layout of land uses, parking areas, streets, driveways, access points, stormwater management features, and other potential features or improvements to the Property.

D. LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property.

(1) The following modified lot development criteria shall apply to commercial and multifamily development throughout the Property:

- (a) Maximum overall residential density: a maximum density of 460 units (37 units/acre).
- (b) Maximum building height: 105 feet, excluding architectural embellishments or design elements.
- (c) Minimum lot area: 3,000 sq. ft.
- (d) Minimum lot width: N/A
- (e) Minimum lot depth: N/A
- (f) Minimum Building Setbacks:
 - (i) Dunlawton: 12’
 - (ii) Ridgewood: 12’
 - (iii) External to boundary of the Property: 5’
 - (iv) Internal to boundary of the Property: Seawall 5’, Halifax Drive 5’, Herbert Street 5’, and All other internal boundaries 0’
- (g) Minimum living area/dwelling unit: 500 sq. ft.
- (h) The base flood elevation (BFE) for the Property will be determined by the FEMA Flood Insurance Rate Map. The finished floor elevation (FFE) shall be a minimum elevation of 7.

4. CONFORMANCE WITH COMPREHENSIVE PLAN.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's Comprehensive Plan.

5. PERMITTED USES.

All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals
Banks
Office (permitted on any floor)
Animal grooming or wellness, pet day care (no overnight stays)
Game/recreation facilities
Health/exercise clubs
Brewery
Amphitheater
Multifamily dwellings and Townhomes
Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

In the areas illustrated on the CDP, temporary staging and parking shall be permitted as an interim use until redevelopment of the portion of the property used for such use.

6. INFRASTRUCTURE.

A. **ROADS.** Roadways may be comprised of asphalt, concrete (stamped or colored permitted), or paver. Sidewalks at least 4' wide shall be constructed on private streets, and may be comprised of concrete, paver, wood composite materials, or other similar materials, with a minimum sidewalk width of 12' along Ridgewood Avenue with the approved white walklights for the Riverwalk District every 100' and a minimum width of 6' along Dunlawton Avenue. Sidewalks shall provide pedestrian connectivity to major thoroughfares. Internal roadways providing interconnectivity between parcels shall be developed at a minimum width of 20' for two-way traffic (excluding curb). On-street parking facilities supporting the development may be constructed as a part of the private roadways within the development. Roadways may be located within standalone tracts, at the determination of the

Developer and approved under the City's permitting process. Alternate standard, decorative, and lighted bollards deviating from City standards shall be permitted. Lighting for roadways and parking areas shall permit alternative decorative and standard street lights and walkway lights deviating from City standards, except that street lights on Ridgewood Avenue will match City standards for the adjacent section of Ridgewood Avenue. Final fixture selections for bollards and lighting shall be submitted to City for review and approval during the site plan review.

B. WASTE MANAGEMENT. Waste Management within the project may be managed with a central trash facility with trash compactors sized sufficiently to accommodate the entire project. Trash from all buildings within the site will be collected in trash receptacles located within buildings or in screened areas adjacent to buildings. These trash receptacles will be collected by a valet trash service during evening hours and taken to the central trash facility. The central trash facility will be served by a private waste management service, with pickup frequency sufficient to service the level of waste being created within the project.

C. WATERFRONT PARK/COMMUNITY GREEN.

(1) The project shall include a community waterfront park with a minimum size of 55,000 square feet along the waterfront boundary of the Property that is subject to an easement to the City allowing reasonable use and enjoyment – this area is intended to create a centralized social interaction space for residents and visitors that serves as an organizing element and focal point for the heart of the project, including a continuous path from the northern to southern boundaries of the park (the "Waterfront Park"). The space is intended to be activated by various events for residents and visitors, including programming by the Developer. The Waterfront Park shall contain a continuous walkway with a minimum of 8-feet in width from the northern to the southern boundaries of the Property (the "Park Walkway"), which shall be subject to a public access easement as set forth herein. The Waterfront Park may include a commercial bar or food service area and may also include a dedicated parking spaces for one or more food truck.

(2) In furtherance of the public access to the riverfront, the Developer will provide two public access easements over the portions of the Property described herein as the Waterfront Park and the Park Walkway. More specifically, the Developer will provide a fully executed and recordable easement for the public's permanent right of access to, over and across the portion of the Property described herein as the Park Walkway in a form agreed to by the Parties, to be recorded immediately upon closing on the portion of the Property owned by the City. In addition, the Developer will provide a fully executed and recordable easement for the public's permanent right of access to, over, and across the portion of Property described herein as the Waterfront Park along the western boundary of the Property from the southern boundary to the northern boundary of the Property, subject to the following conditions and restrictions reserved to the Grantor as set forth in the easement document, (a) the right to block public access to the easement lands during the construction of the improvements or other forms of permitted construction activity over said property; (b) the right to adopt reasonable regulations to assure that activities exercised by the public do not interfere with normal business operations including the Grantor's right to request trespass, and request enforcement of all other local, state and federal laws; (c) the right to use the easement lands for Grantor's use and construction of improvements thereon

so long as such use and improvements do not unreasonably interfere with the non-exclusive easement rights granted herein; and (d) the right to run utilities and irrigation piping under the easement lands, in a form agreed to by the Parties, to be recorded immediately upon closing on the portion of the Property owned by the City. The easement document shall be accompanied by consent and joinder from all entities that encumber the lands subject to this easement instrument. The easement shall include the City's right of self-help if Grantor and its successors and assigns fail to maintain said access as granted and prescribed in the easement document; and

D. PARKING. Parking shall be developed consistent with the LDC, except as modified herein.

(1) Multifamily development may include multi-level garages, one-car garages, two-car garages and surface parking and shall be developed at a minimum ratio of 1.3 parking spaces per dwelling unit. Parking for multifamily residential uses may be provided through the use of tandem garage/parking spaces so long as the tandem spaces are assigned for the exclusive use of one residential unit.

(2) Commercial uses within the Property may be permitted at a ratio of 5 spaces per 1,000 square feet.

(3) No additional parking shall be required for Food Truck or Marina uses, as this use is intended to be supportive of other proposed uses and transitory in nature.

(4) Of the required parking provided for the Property, a minimum of 100 surface spaces and 200 garage spaces will be set aside for use by the public, although such spaces shall count towards the minimum required parking standards for individual use types. The Property shall be subject to the following modified standards for parking details:

(5) Surface Parking dimensions. The minimum parking dimensions on site shall be as follows: 90 Degree Spaces measuring 9' x 18', Parallel Spaces measuring 8' x 20'. Parking areas shall have a minimum drive aisle width of 22'. Compact spaces are allowed up to 10% of total required spaces and shall be a minimum of 8'-0" x 16'-0". Angled parking spaces are allowed except on Halifax Drive and Herbert Street and shall be 45 degree angle, 9'-0" min. width from side to side, 19'-1" min. depth from curb to back of space, and 12'-9" min. width as measured along the curb from space to space.

(6) Garage Parking dimensions shall be as follows:

Parking Space: 9'-0" wide x 18'-0" deep

Drive Aisles: 24'-0" wide minimum

E. LANDSCAPING. Except as otherwise provided herein, landscaping shall be developed consistent with the LDC. The Property shall not be required to provide perimeter buffers between different use categories within the Master Development boundary, so long as perimeter landscaping requirements along the boundary of the MDA have been met. Clustering of typical landscape requirements shall be permitted so long as the net total landscape material as required herein is still met,

including requirements related to interior parking lot and parking lot islands. The Property shall be subject to the following modified standards:

(1) Tree Preservation standards set forth in Chapter 9, Article II of the City's LDC shall be modified for the property so that the following alternative requirements are met: Effort shall be made to preserve trees in naturalized area such as along the Halifax River. Effort to preserve trees across the site shall not inhibit the desired site plan. Due to the urban development character, a total of 1 tree for every 5,000 SF of site area shall be required. Specimen tree and buffer tree preservation requirements in the LDC shall not apply within the Property.

(2) Landscape materials shall be designed to display variety and color by utilizing primarily native species that provide variation in color, texture, habit, and flowering.

(3) Landscape beds shall not be required to be organic, curvilinear, or clustered to simulate a natural rather than man-made appearance.

(4) Visual screening of the multi-family building at street level along Ridgewood Avenue and Dunlawton Avenue shall consist of either opaque decorative fencing, wall, living wall (vegetation), or a combination of the three (i.e., a 4' fence and hedge on top of a 2' retaining wall). So long as the overall height is a minimum of 6' and a maximum of 8' of combined elements measured from the bottom of the wall, the requirements of the visual screening shall be met. Fencing or walls shall be coordinated with landscaping to limit the impact of higher fence heights on the visual view of the site.

(5) Maximum fence height: 8' (such height shall not include the portions of a retaining wall that is located sub-grade)

(6) In parking area terminal islands, one shade tree or two understory trees shall be required in each terminal island, regardless of size.

(7) In parking area interior islands, one shade tree or two understory trees shall be required for every 400 square feet of interior landscaped area located in interior islands, or fraction thereof.

(8) In the transfer of interior parking landscape areas to the perimeter of the property, a minimum of one shade tree or two understory trees shall be required for every 400 square feet of interior landscape area, or fraction thereof.

(9) Foundation plantings are required around all buildings but may be located further than 25' from the foundation of the building or may be exempt according to the following:

(a) No foundation planting shall be required for non-residential use buildings within the development, although Streetscape planting requirements shall be applicable to buildings non-residential use adjacent to a private right-of-way, as illustrated on Exhibit C - Streetscape Guidelines Exhibit.

(b) No foundation planting shall be required for any building or sign in the Waterfront Park.

(c) No foundation plantings shall be required for a multi-family building adjacent to hardscape elements (outdoor dining, entry plazas, pool decks, amenity spaces, private yards, etc.).

(10) No understory or shade trees shall be required at the perimeter of outdoor activity areas, such as community pools and other recreational features, except shrubs, screen wall or fence between any outdoor activity areas and a right-of-way to provide sufficient screening of the outdoor activity areas from a right-of-way.

(11) For landscaping adjacent to fences, walls, or dumpster enclosures, the shade tree requirement shall be waived, although understory tree requirement shall still apply, unless prohibited by the terms of any public utility easements.

(12) Irrigation shall not be required to have 100% coverage. Areas of drought-tolerant native planting may have temporary irrigation systems with tubing laid out on the ground surface to irrigate during an establishment period of a minimum of 3 months, after which point the temporary irrigation may be removed. Application of this provision shall require signed approval by the project landscape architect in each specific case.

(13) Coordination of landscaping shall be addressed at Site Plan; however, the following perimeter landscaping strips shall be required for the Property's overall periphery, and may include improvements such as retaining walls, easements, utilities, driveway access points, and sidewalks and shall include two (2) shade trees, two (2) understory trees, and 20 shrubs per 100 linear feet:

- (a) Dunlawton Avenue: 10'
- (b) Ridgewood Avenue: 10'
- (c) All other External Perimeters of Property: 5'

7. **MARINAS.** Development of marina facilities shall be permitted within the Property in accordance with the City of Port Orange, Florida Land Development Code, any applicable county, state, and federal law and subject to the following standards:

- A. The marina use may include public recreational facilities and uses, such as recreation areas, kayak launches, water taxi service and drop-off, and similar areas of public activation for the space.
- B. Overnight stays, not exceeding a maximum term of seven (7) days per stay, shall be permitted within the marina area.
- C. The marina shall not be required to provide pump out facilities.

- D. Finger pier width may range from 4'-8'.
- E. Any wetland or mangrove impacts will be subject to applicable state and/or federal permitting, whose determination on permitted activities and impacts shall control.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards, where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a limited set of architectural themes, as described as Florida vernacular architectural style, including Key West, Marina/Coastal, and Mediterranean with nautical themes, and those styles shown in the attached Exhibit D, Riverwalk Architectural Styles. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence.

(3) False or real windows shall be provided on all elevations visible from the public or private right of way in sufficient size and number to complement the proportions of the building.

(4) The physical appearance of all parking lot lighting fixtures shall be complementary within each phase of development of the Property.

(5) The maximum area for murals shall be 100% of an eligible building façade or accessory structure.

9. ENVIRONMENTAL CONSIDERATIONS.

Compliance with the environmental preservation code provisions set forth in the LDC may necessitate modification of the conceptual plan.

10. SIGNAGE.

A. Signage for commercial uses on the Property shall conform to signage standards set forth in the LDC for Mixed Use development, except as modified in a comprehensive sign package approved as an amendment to this Agreement. The Property shall be subject to the following modified standards:

(1) Decorative construction fencing and signage shall be allowed during construction (i.e. printed murals on construction fence, etc.).

(2) Site signs, limited to a maximum of 3 site signs within the site, may be a maximum of 64SF and V-shaped.



11. TRANSPORTATION CONCURRENCY.

The Project Area Property is located within the Transportation Concurrency Exception Area (TCEA) established for the Port Orange Town Center Redevelopment Area and is thus exempt from the transportation concurrency review procedures of Chapter 4 of the LDC. The Developer shall submit a traffic impact analysis (TIA) to the City. The Developer shall be exempt from participating in the transportation system management and transportation demand management programs under the LDC Chapter 17, Section 30(b)(5). The Developer shall pay customary City transportation impact fees but shall be exempt from paying the additional 5% transportation impact fee associated with the Port Orange Riverwalk PC-R District.

12. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. The initial phase of development shall, at a minimum, include the Waterfront Park, Park Walkway, Halifax Drive, Herbert Street, Riveryard Drive, a riverfront bar/restaurant, and issuance of a Certificate of Completion on a minimum of 20,000 square feet of shell building for the purpose of retail and/or restaurant space and a minimum of 100 parking spaces dedicated to public use ("Initial Phase"), provided that if additional square footage is provided within this phase, the minimum parking standards set forth in the LDC and this Agreement shall be met, as described herein and depicted on the CDP, attached hereto as Exhibit "B".

C. Construction of the Initial Phase of development shall be substantially complete within 48 months from the date of closing, unless otherwise extended by mutual agreement of the Parties, or tolled pursuant to Florida Statutes. As applied herein, a project is defined as substantially complete when the project (or specific part thereof) can be utilized for the purposes for which it is intended (“Substantial Completion” or “Substantially Complete”).

D. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse, unless it is extended as provided herein. Any vested development rights shall be permitted to remain in place pursuant to the terms hereof. The City Manager may extend such deadlines for up to one year for good cause shown, upon request of the Developer, without need for formal amendment to this Agreement. Said request shall include good cause for the extension and the provision of supporting documentation demonstrating the continued commercially reasonable steps in the diligent pursuit to complete the obligations and meet the deadlines set forth herein. Any extension granted by the City Manager in accordance with this Subsection 12.D., will be evidenced by use of the *City Manager Extension to the Riveryard Master Development Agreement* substantially in the form attached hereto as **Exhibit “E”**, and made a part hereof by this reference. If Developer requests an extension of any schedule within this Section 12, such approval will not be unreasonably withheld or delayed.

13. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

- (1) Modifications to an Exhibit that are necessary for compliance with the text provisions of this Agreement, or extra-jurisdictional permitting requirements that address technical considerations that could not reasonably be anticipated during the approval process;
- (2) Modifications having no material effect on the character of the basic concept and terms of the Agreement. These may include, but are not limited to, the following:
 - (a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
 - (b) Shifting in the location and configuration of access points, streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
 - (c) Shifting in the location or configuration of buildings, parking areas, landscaping, or other site features;
 - (d) Shifting in the location and configuration of public infrastructure facilities that do not have a significant impact on the City’s utility and stormwater management systems; and

(e) Decreases of 5% or less in the total number of parking spaces, except for the minimum number of public spaces set forth in Section 6.D.(5) herein.

(f) Modifications of up to 20% to any of the dimensional or landscaping requirements set forth in the MDA and associated Exhibits, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

D. Approved modifications shall be noted on the official plan documents.

14. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Council after review and recommendation by the Planning Commission.

B. In recognition of the City's general police power authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

(1) Proposed amendments will be subject to the review procedures and standards set forth in the LDC.

(2) The City, and the owner of the Property or portion thereof that is directly impacted by the amendment, are necessary parties to the amendment.

(3) The owners of all other lots within the Planned Community that are not directly impacted by the amendment are not necessary parties to the amendment.

(4) If this Agreement requires the creation of a property owners' association for purposes of owning and operating common areas and common facilities, and the association is in existence at the time of submission of an application to amend this Agreement, the association will be deemed to be an affected party with respect to the amendment.

(5) A lot is "directly impacted" for purposes of the provisions above, only when the amendment would revise the listed uses, dimensional requirements, architectural requirements, sign

requirements, or other development or use requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a Master Development Agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Commission or City Council, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement, except for that certain Purchase and Sale Agreement between the parties, dated March 22, 2022, which shall survive this clause.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of: **THE CITY OF PORT ORANGE, FLORIDA,
a Florida municipal corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

Attest:
By: _____
Robin L. Fenwick, MMC, City Clerk

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: Joan L. Sheridan, Trustee of the Joan L. Sheridan
Revocable Trust, (“Owner”)

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: JLS888, Inc., (“Owner”)

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: Ralph & Tammy Heotzler ("Owner")

Witness 1

By: _____
Name: _____

Print Name of Witness 1

Date: _____

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 _____, 2023, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC
("Developer")**

Witness 1

Print Name of Witness 1

By: _____

Name: _____

Date: _____

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 _____, 2023, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

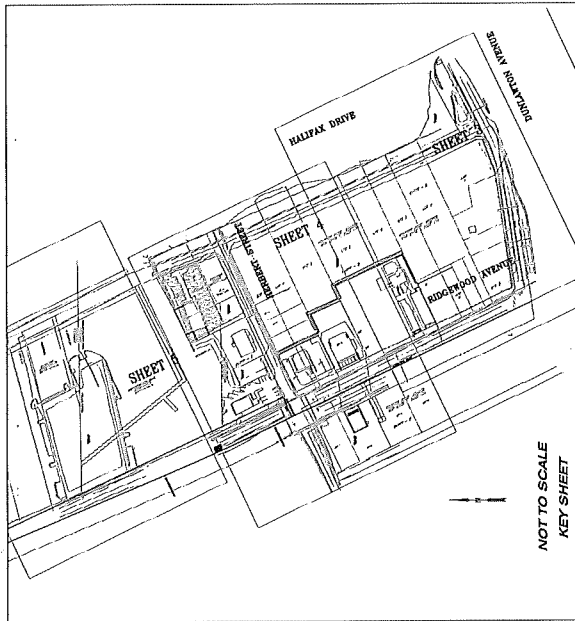
Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

Property Legal Description and Survey

BRIDGEWOOD AVENUE, PORT ORANGE, FL.



DOUGHER WITH
DOUGHER 2 NEW 4, INCLUDING THE STREETS (MAYNA DOWD AND HENRIET STREET), AND INCLUDING TRAVEL RIGHTS, DOWD'S
SPORT DRIVE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.

DOUGHER WITH
DOUGHER 2 NEW 4, INCLUDING THE STREETS (MAYNA DOWD AND HENRIET STREET), AND INCLUDING TRAVEL RIGHTS, DOWD'S
SPORT DRIVE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.

APRIL 1

Highly Eminent
 LOT 1 & 2, AND THE NORTHERLY 21.25 FEET OF THE EASTERLY 134.8 FEET OF LOT 3, BLOCK 5, EXCLUDING ACHE-OF-BAY, CANYON POINT COUNTRY AS PER MAP IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.

[illegible]

1	COVER SHEET (CURRENT), KEY SHEET,
2	DESCRIPTION AND CERTIFICATION
3	SCHEDULE B-11 EXCEPTIONS
4-8	BOUNDARY AND TIDAL WATER SURVEY TOPOGRAPHIC DETAIL SHEETS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE PREPARED AND MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS, JOINTLY ESTABLISHED ITEMS 1, 2, 3, 4, 7(A)(3), 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 20 OF TABLE A THEREOF.

DATE OF PLAT OR MAP: 05-25-2022
 DATE OF FIELDWORK WAS COMPLETED ON: 05-25-2022

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY OR
DIGITAL SIGNATURE OR DIGITAL SEAL ON DIGITAL VERSIONS

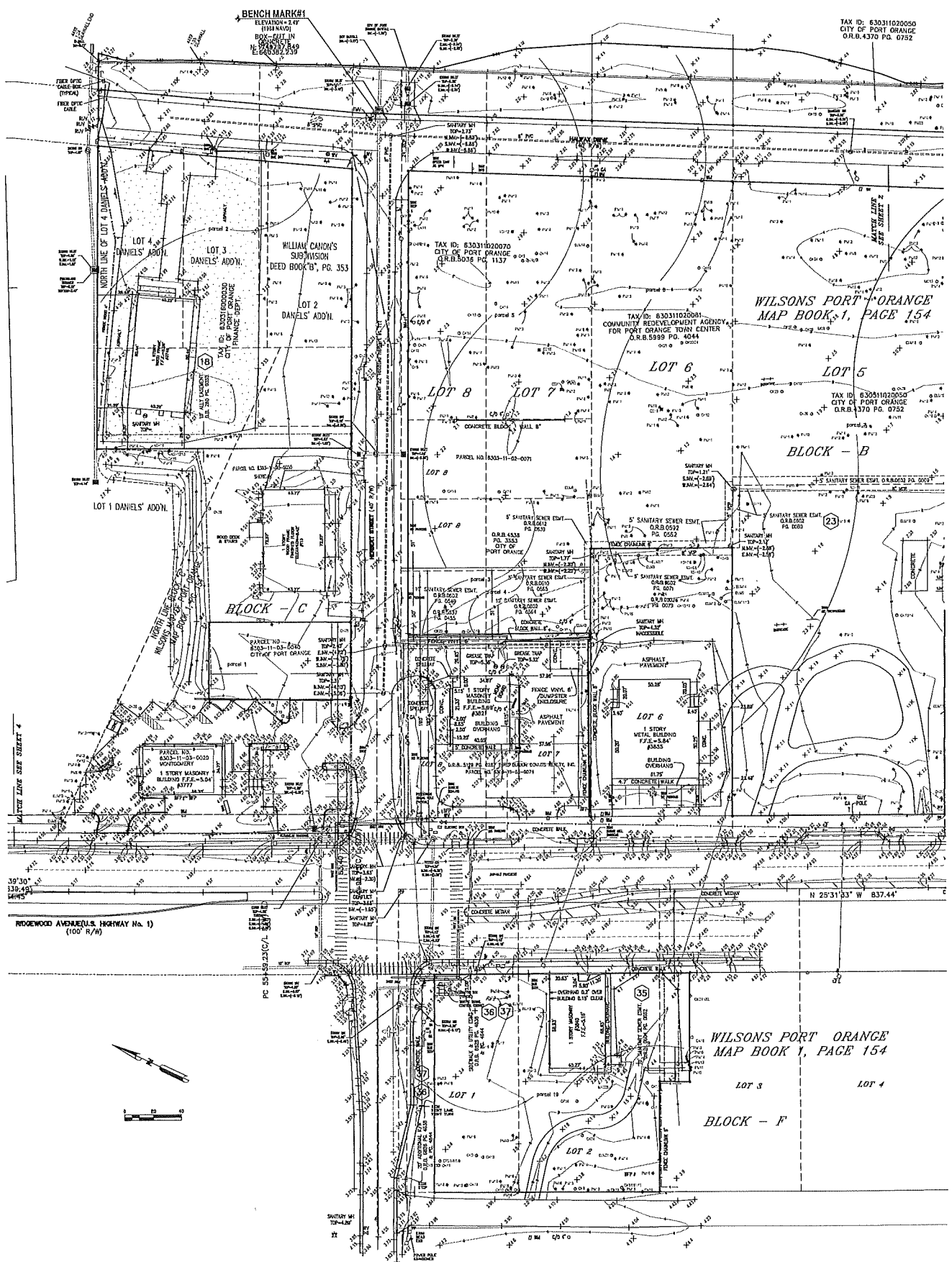
SHEET: 1 of 6

EXHIBIT "A"

BRISTOL DEVELOPMENT GROUP

[illegible][illegible][illegible]

PROJ.: -
JOB: 22-0223
SCALE: N/A
SHEET: 2 of 6



BOUNDARY / TIDAL WATER SURVEY - RIVERWALK - PORT ORANGE, FLORIDA

BRISTOL DEVELOPMENT GROUP

JOB NO.
22-0223

LEGEND		ABBREVIATIONS	
1	IRON ROD WITH CAP	1	IRON ROD WITH CAP
2	IRON ROD WITH CAP	2	IRON ROD WITH CAP
3	IRON ROD WITH CAP	3	IRON ROD WITH CAP
4	IRON ROD WITH CAP	4	IRON ROD WITH CAP
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100	IRON ROD WITH CAP	100	IRON ROD WITH CAP

SEE SURVEYORS
CERTIFICATION
ON SHEET
1 OF 5

ADDITIONAL ABBREVIATIONS - TREE LEGEND	
1	IRON ROD WITH CAP
2	IRON ROD WITH CAP
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5	IRON ROD WITH CAP
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SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3021 NOVA ROAD
PORT ORANGE, FL 32137
(386) 781-5345
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2023 Sliger & Associates, Inc.

SHEET 5 OF 6
SCALE: 1"=30'

EXHIBIT B

Conceptual Development Master Plan

EXHIBIT B

SURVEYOR:
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL. 32127
PHONE NUMBER: (386) 761-5385
FAX NUMBER
CONTACT PERSON: JOE ZAPERT, P.L.S.
e-mail: jzapert@sligerassociates.com

LANDSCAPE ARCHITECT:
DIX-HITE
150 WEST JESSUP AVE.
LONGWOOD, FL 32750
PHONE NUMBER: (407) 666-
FAX NUMBER
CONTACT PERSON: JAMIE W
LEED-AP
e-mail: jwright@dixhite.com

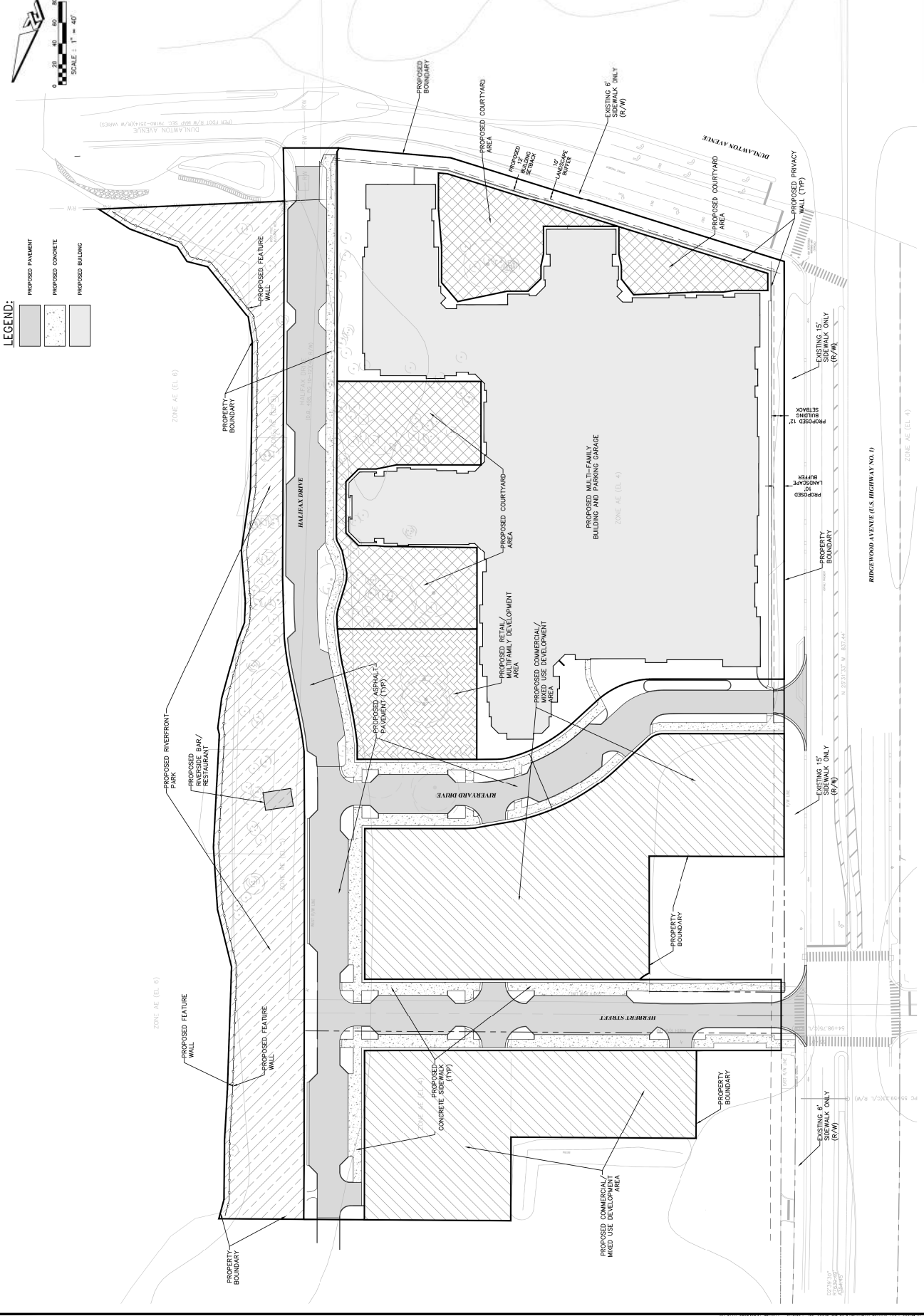
ZONING MAP
SCALE: 1" = 300'
CURRENT ZONING FOR THIS SITE IS: PC-R

[illegible]

FLOOD ZONE MAP

SCALE: 1" = 300'

THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS 12127C03&J EFF. 9/29-2017

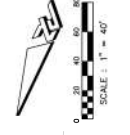


LEGEND:

 PROPOSED PAVEMENT

 PROPOSED CONCRETE

 PROPOSED BUILDING

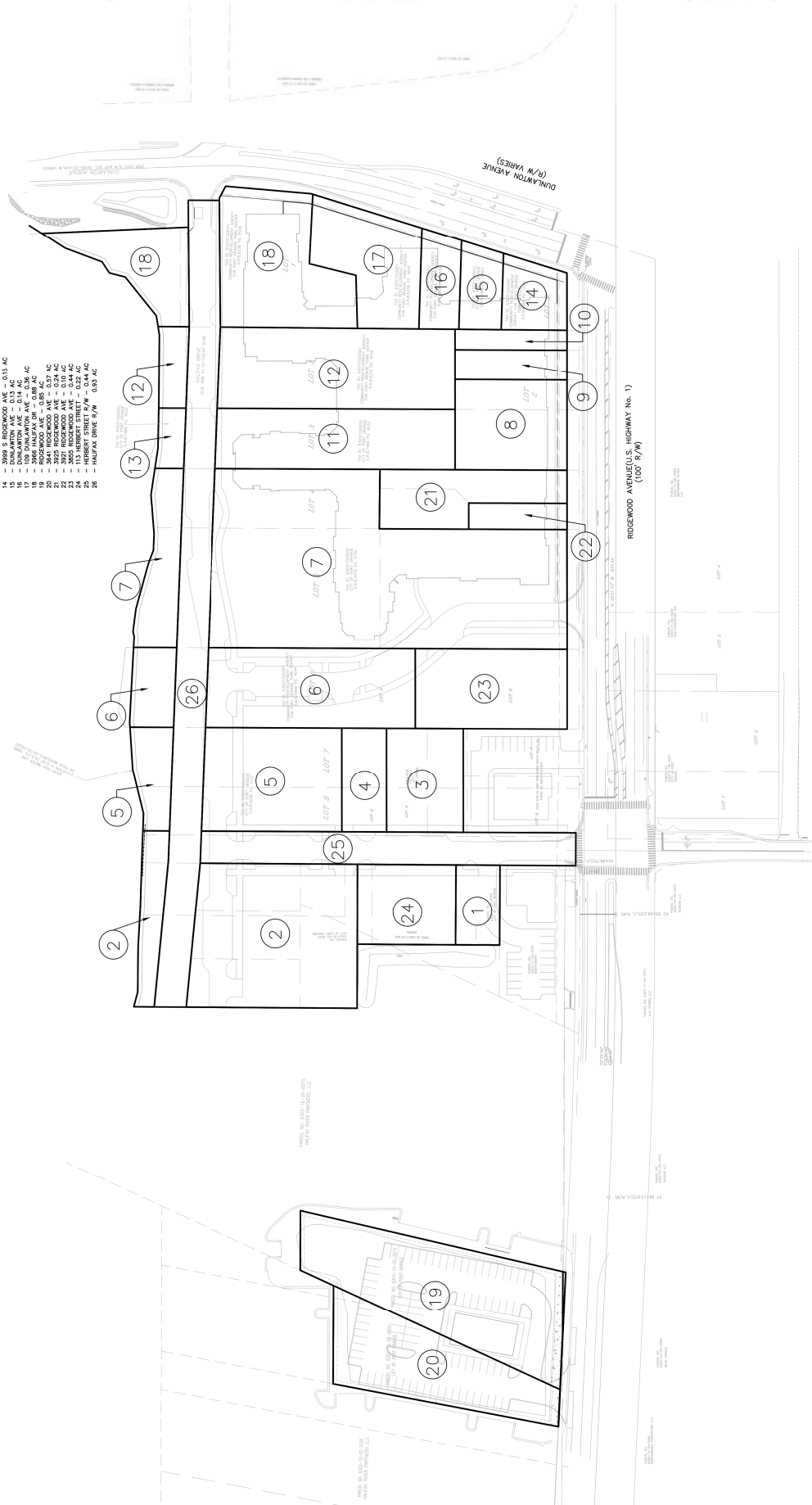


PROPERTY INFORMATION

LOT	ADDRESS	TOTAL ACREAGE: 12.43 AC	ACRES
1	135 HERBERT ST	0.13	AC
2	135 HERBERT ST	0.13	AC
3	108 HERBERT ST	0.31	AC
4	108 HERBERT ST	0.16	AC
5	3540 HALFAUX DR	0.76	AC
6	3540 HALFAUX DR	0.76	AC
7	3540 HALFAUX DR	0.76	AC
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LEGEND:

LOT SYMBOL





WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

10/10/2019



LEGEND:

- PROPOSED UNDERGROUND
DRAINAGE/FAULT SYSTEM
- ZONE AE (SLE 4)
- 12' DRAINAGE AND UTILITY
EASEMENT
- PROPOSED CONCRETE
- LOT NUMBER



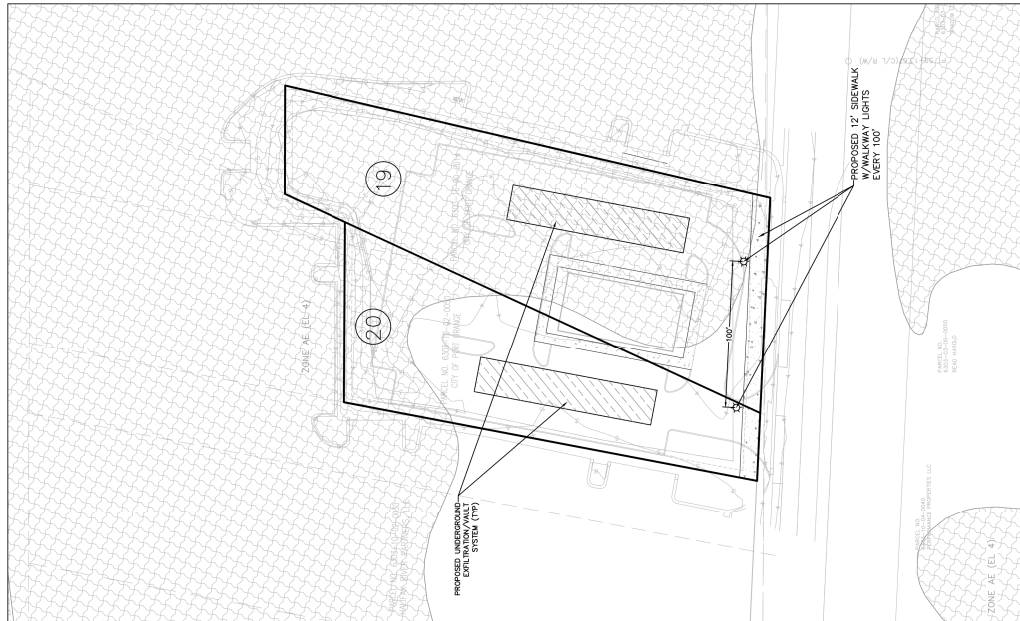
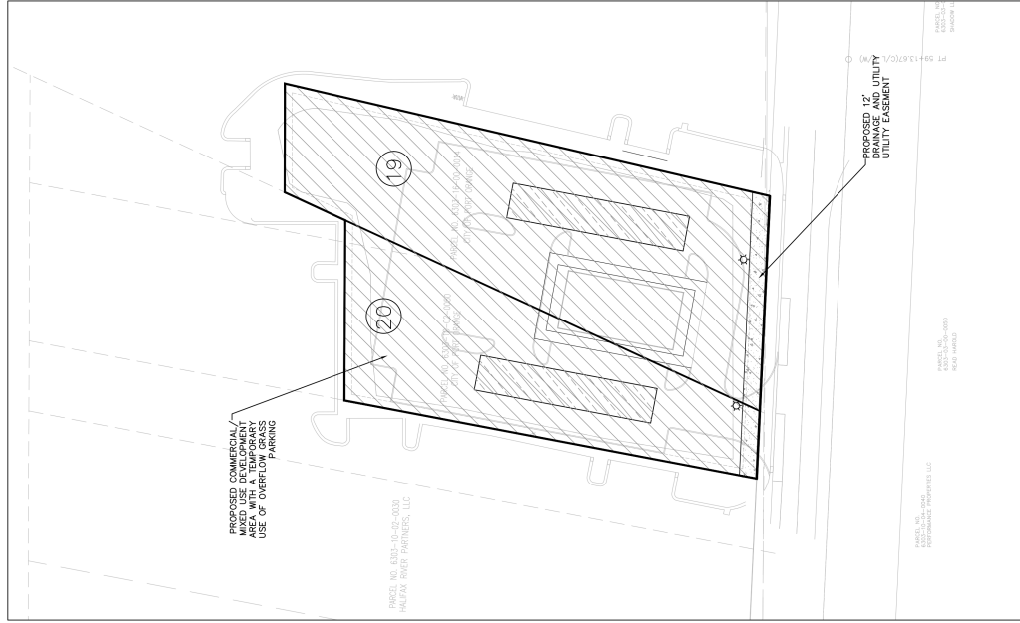
RIVERYARD
EXHIBIT B
PROPERTIES 19 & 20

WILSON COUNTY, FLORIDA

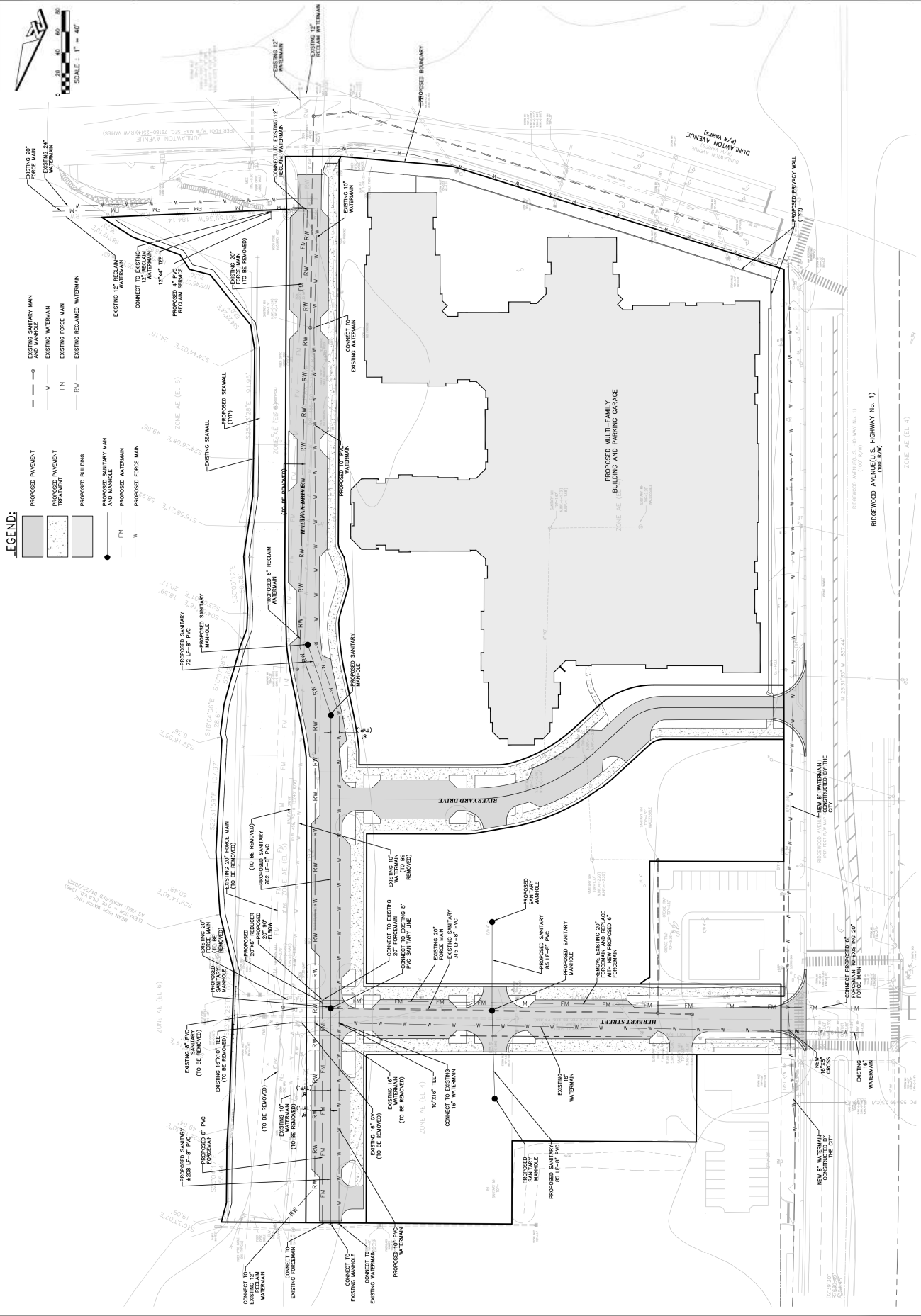
CITY OF ROSE GARDEN

PROJECT NO. 20-2138
DESIGNED BY: RHI
DRAWN BY: CM
CHECKED BY: RHI
DATE: 10/10/2019
SCALE: 1/4" = 10'-0"

SHEET C4 OF 8









- LEGEND:**
- PROPOSED PAVEMENT
 - PROPOSED CONCRETE
 - PROPOSED BUILDING
 - PROPOSED RIVERFRONT BOUNDARY

ZONE AE (EL. 6)

ZONE AE (EL. 6)

PROPERTY BOUNDARY

PROPOSED RIVERFRONT WALKWAY MINIMUM 8'

PROPERTY BOUNDARY

ITALIAN DRIVE

PROPOSED ASPHALT PAVEMENT (TYP)

RIVERYARD DRIVE

HERBERT STREET

PROPOSED COMMERCIAL/ MIXED USE DEVELOPMENT AREA

PROPOSED RETAIL/ RESIDENTIAL DEVELOPMENT AREA

PROPOSED COURT-YARD AREA

PROPOSED MULTI-FAMILY BUILDING AND PARKING GARAGE

ZONE AE (EL. 4)

PROPERTY BOUNDARY

PROPOSED COURT-YARD AREA

PROPERTY BOUNDARY

PROPOSED COURT-YARD AREA

RIDGEWOOD AVENUE (U.S. HIGHWAY NO. 1)

ZONE AE (EL. 4)

PROPERTY BOUNDARY

54+98.79(C/L R/W)

54+98.79(C/L)

54+98.79(C/L)

54+98.79(C/L)

54+98.79(C/L)

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EXHIBIT C

Streetscape Guidelines Exhibit

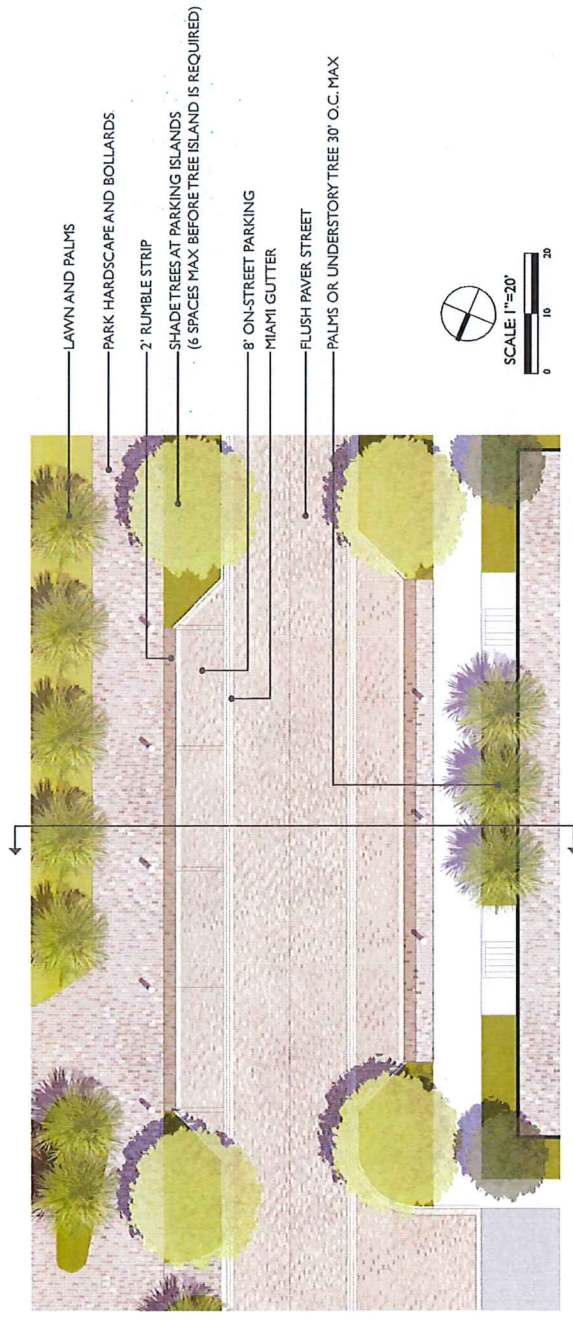
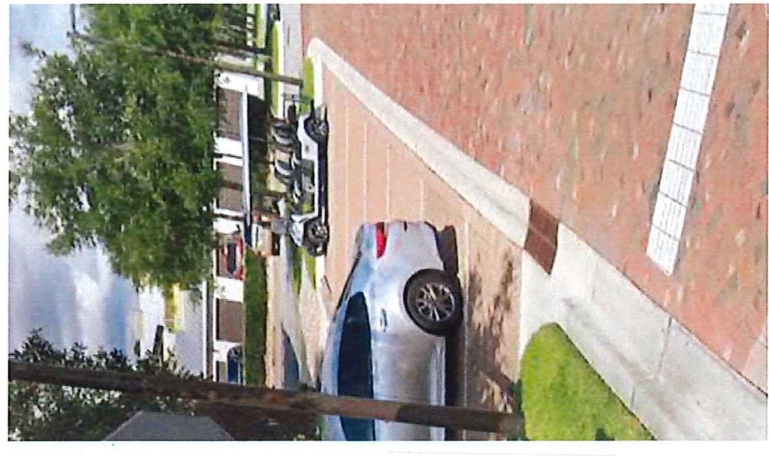


EXHIBIT "C"

EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

- PALMS OR UNDERSTORY TREES 30' O.C. MAX**
Palms or understory trees may be located behind travel zones/sidewalks
- SHADE TREES EVERY 6 PARKING SPACES**
Shade trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required
- Final tree quantities and locations may vary dependent upon final building design.**
- Existing trees and palms may be used to satisfy tree requirements**

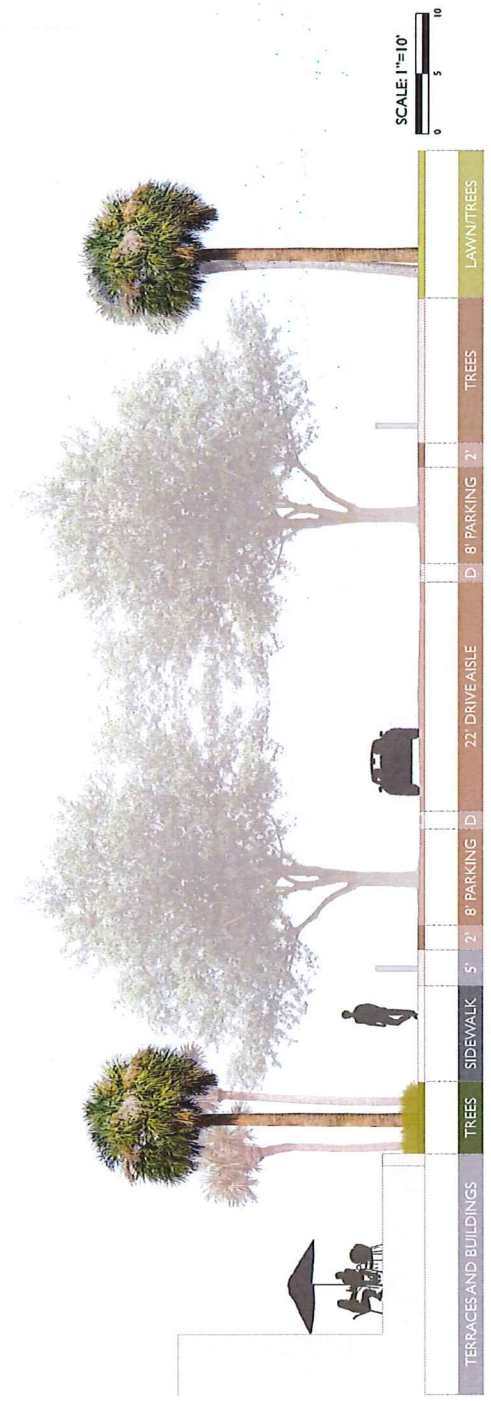
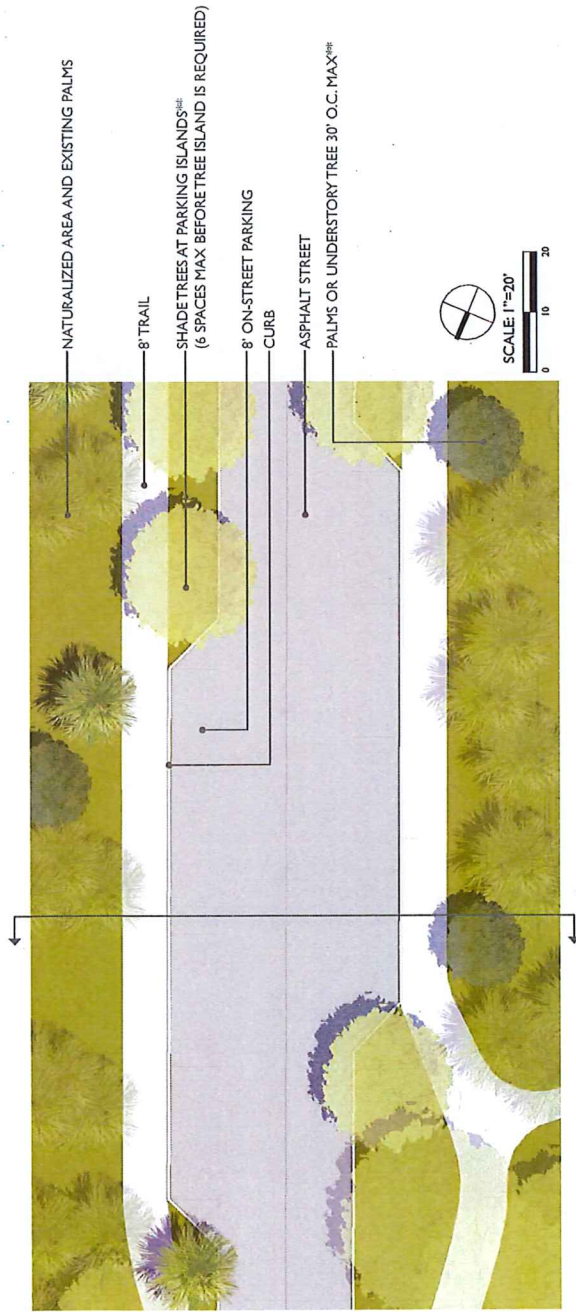


EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Halifax Drive Flush Street Condition

Bristol Development Group

06.08.2023





EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

PALMS OR UNDERSTORY TREES 30' O.C. MAX
Palms or understory trees may be located behind travel zones/sidewalks

SHADE TREES EVERY 6 PARKING SPACES

Shade trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required building design.

^{##}Final tree quantities and locations may vary dependent upon final building design.

^{###}Existing trees and palms may be used to satisfy tree requirements

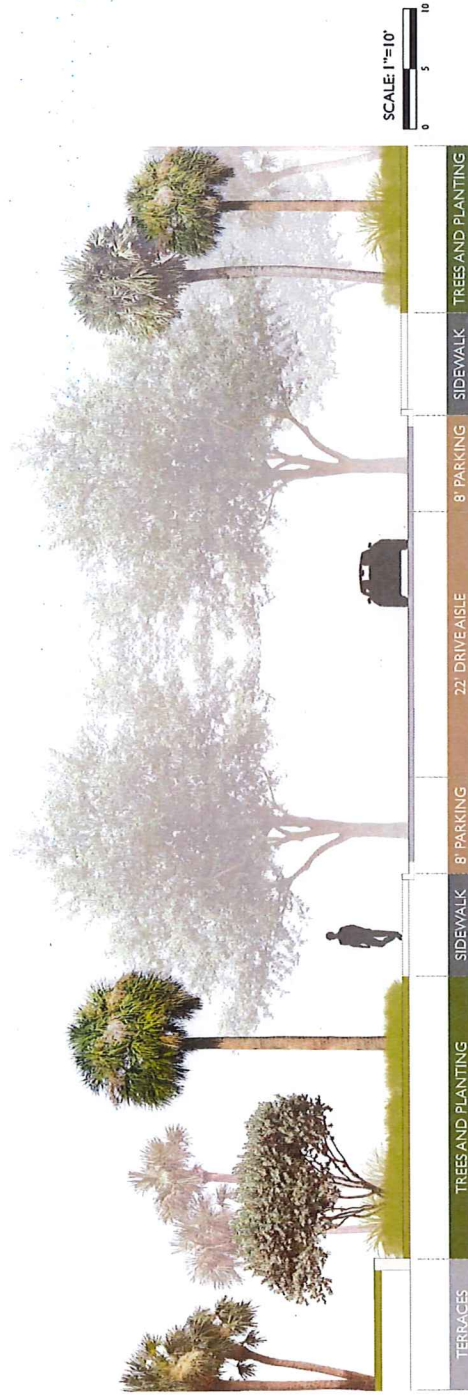
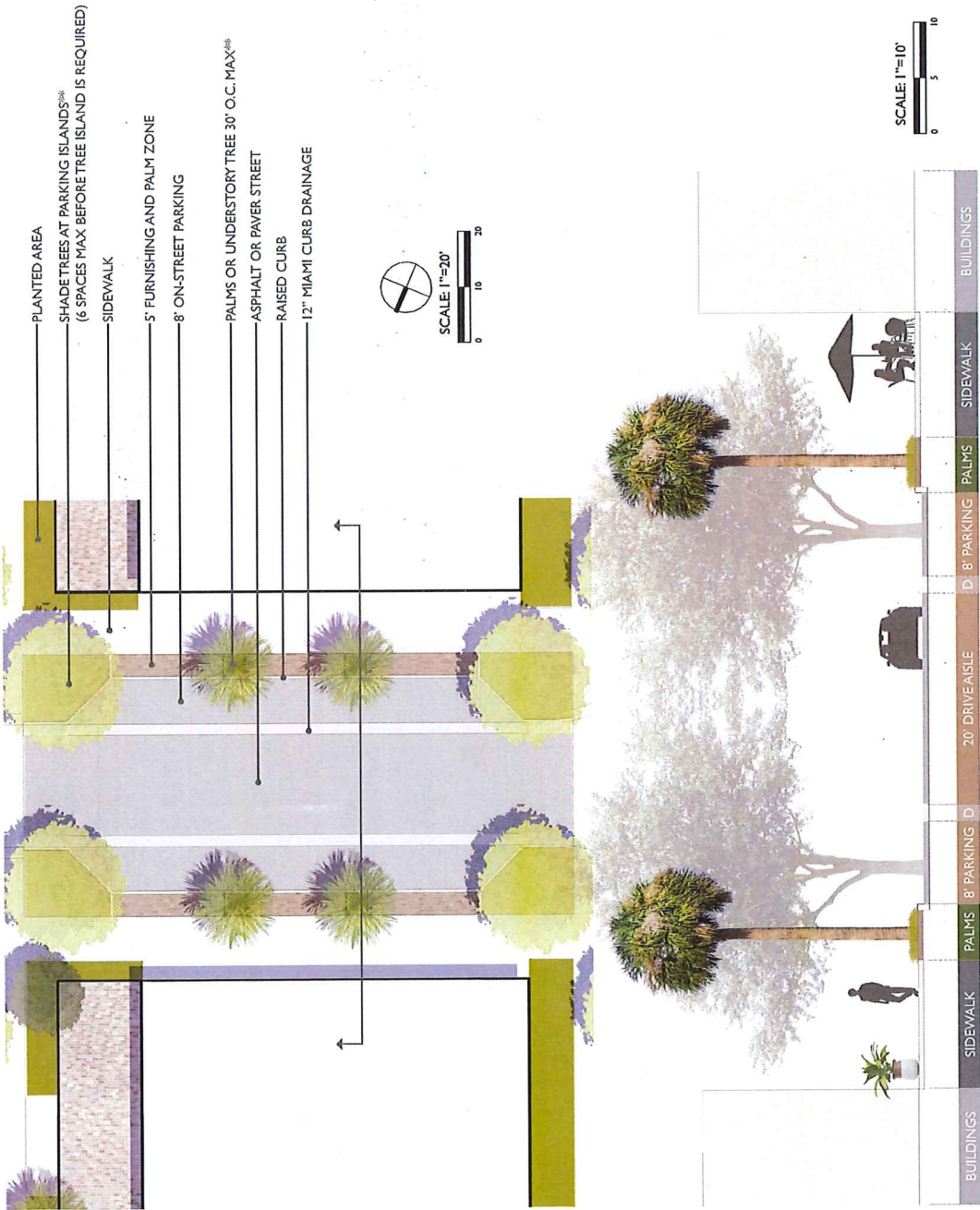


EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Halifax Drive Curbed Street Condition

Bristol Development Group

06.08.2023



EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

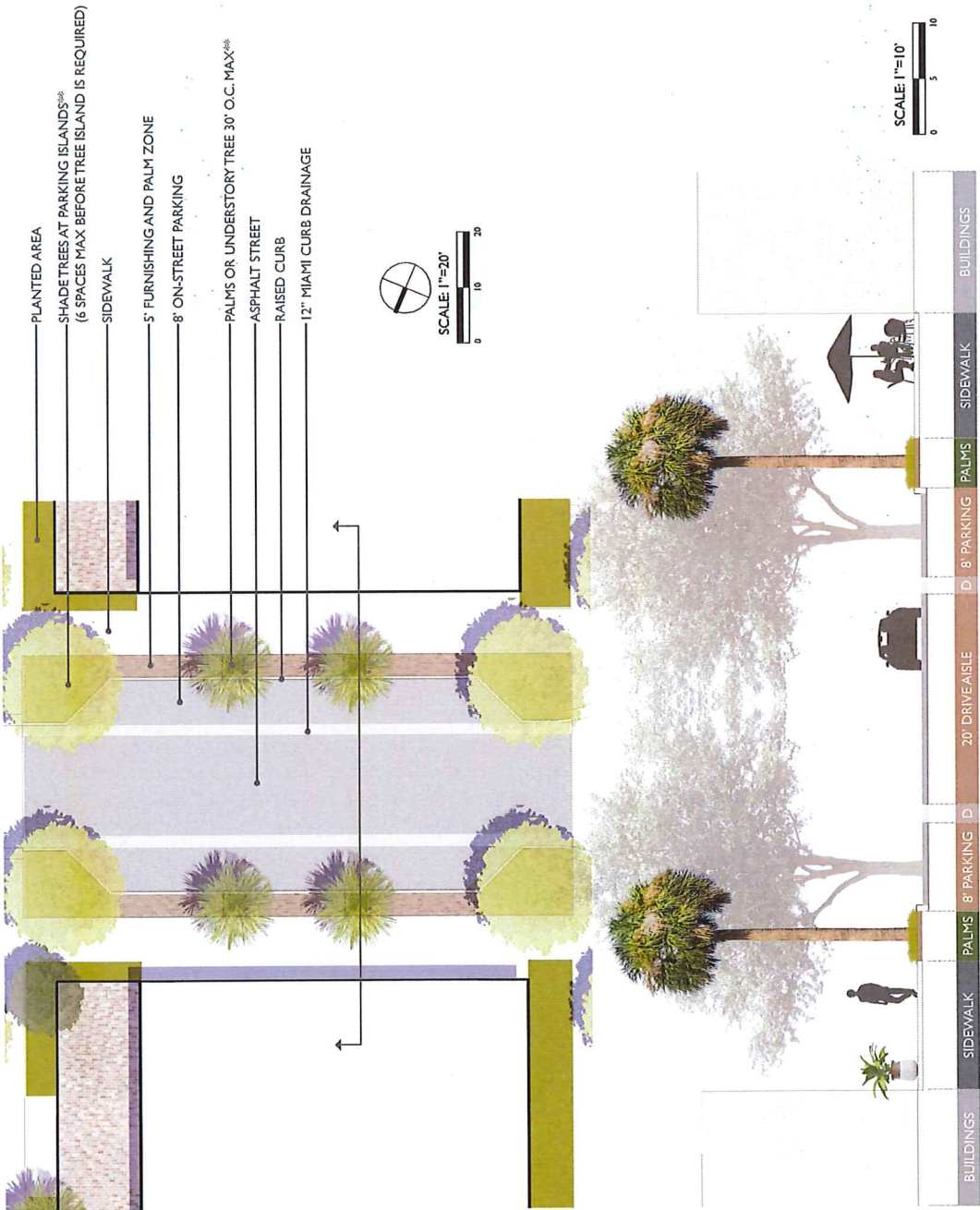
- PALMS OR UNDERSTORY TREES 30' O.C. MAX**
Palms or understory trees may be located behind travel zones/ sidewalks
- SHADE TREES EVERY 6 PARKING SPACES**
Shade Trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required.
- No foundation plantings shall be required at commercial buildings. Planter Pots or planted areas may be added where tenant desires.
- *Final tree quantities and locations may vary dependent upon final building design.
- **Existing trees and palms may be used to satisfy tree requirements



EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Herbert Street Condition

Bristol Development Group

06.08.2023



EXAMPLE IMAGERY:



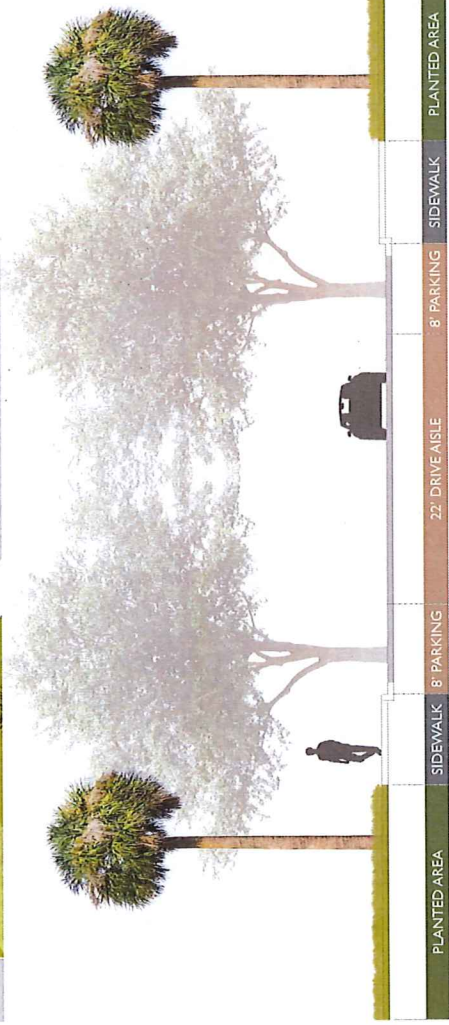
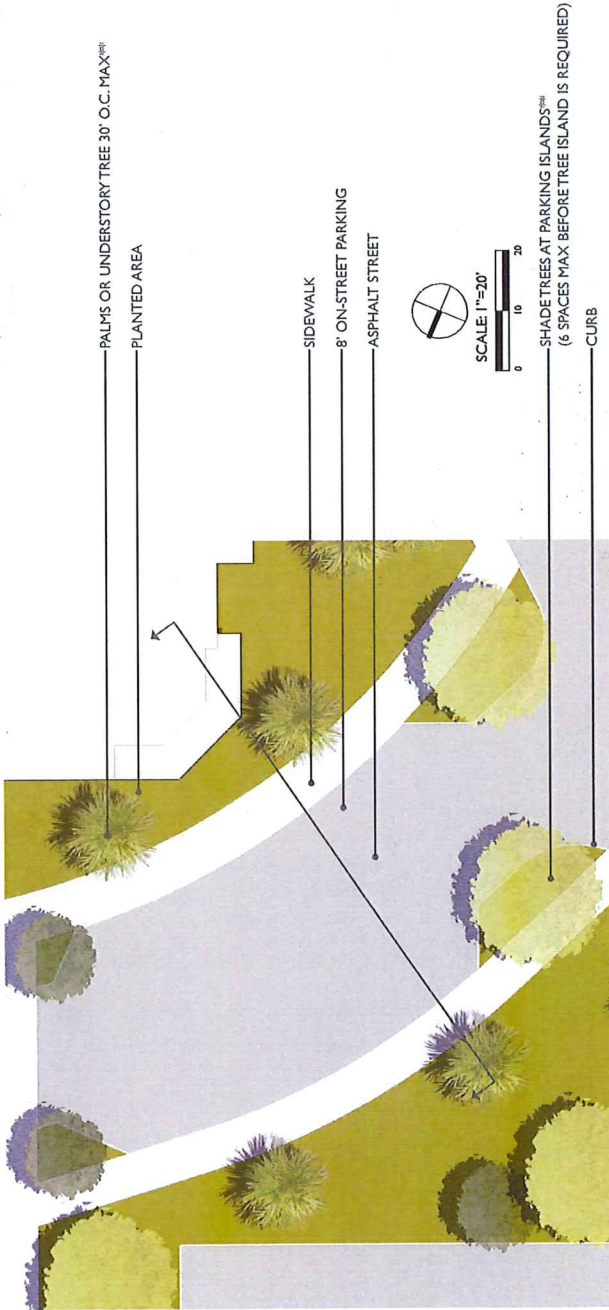
STREETSCAPE CODE REQUIREMENTS:

- PALMS OR UNDERSTORY TREES 30' O.C. MAX**
Palms or understory trees may be located behind travel zones/sidewalks
- SHADE TREES EVERY 6 PARKING SPACES**
Shade Trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required
- No foundation plantings shall be required at commercial buildings.
Planter Pots or planted areas may be added where tenant desires.
- ⁴Final tree quantities and locations may vary dependent upon final building design.
- ⁵Existing trees and palms may be used to satisfy tree requirements

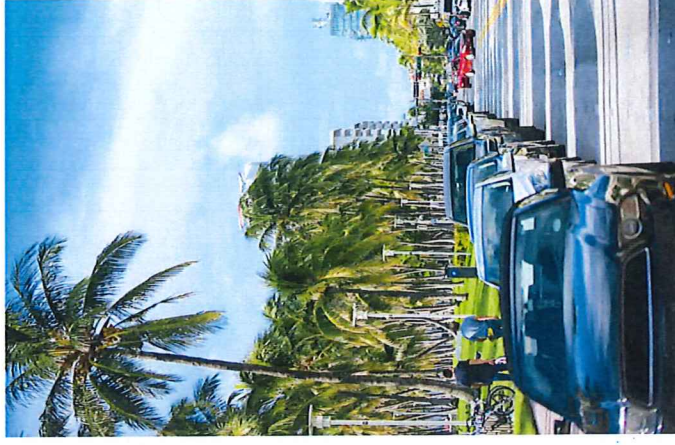
EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Riveryard Drive Condition - East

Bristol Development Group

06.08.2023



EXAMPLE IMAGERY:



STREETSCAPE CODE REQUIREMENTS:

PALMS OR UNDERSTORY TREES 30' O.C. MAX
Palms or understory trees may be located behind travel zones/ sidewalks

SHADE TREES EVERY 6 PARKING SPACES

Shade Trees to be located in parking islands. A maximum of six on-street parking spaces may be allowed before a tree island is required. No foundation plantings shall be required at commercial buildings. Planter Pots or planted areas may be added where tenant desires.

§§§ Final tree quantities and locations may vary dependent upon final building design.

§§§ Existing trees and palms may be used to satisfy tree requirements

EXHIBIT C: RIVERYARD SOUTH STREETSCAPE GUIDELINES | Riveryard Drive Condition - West

Bristol Development Group

06.08.2023

EXHIBIT D

Riveryard Architectural Styles Exhibit

EXHIBIT "D"

RIVERWALK // APARTMENTS //

CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

RIVERWALK
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

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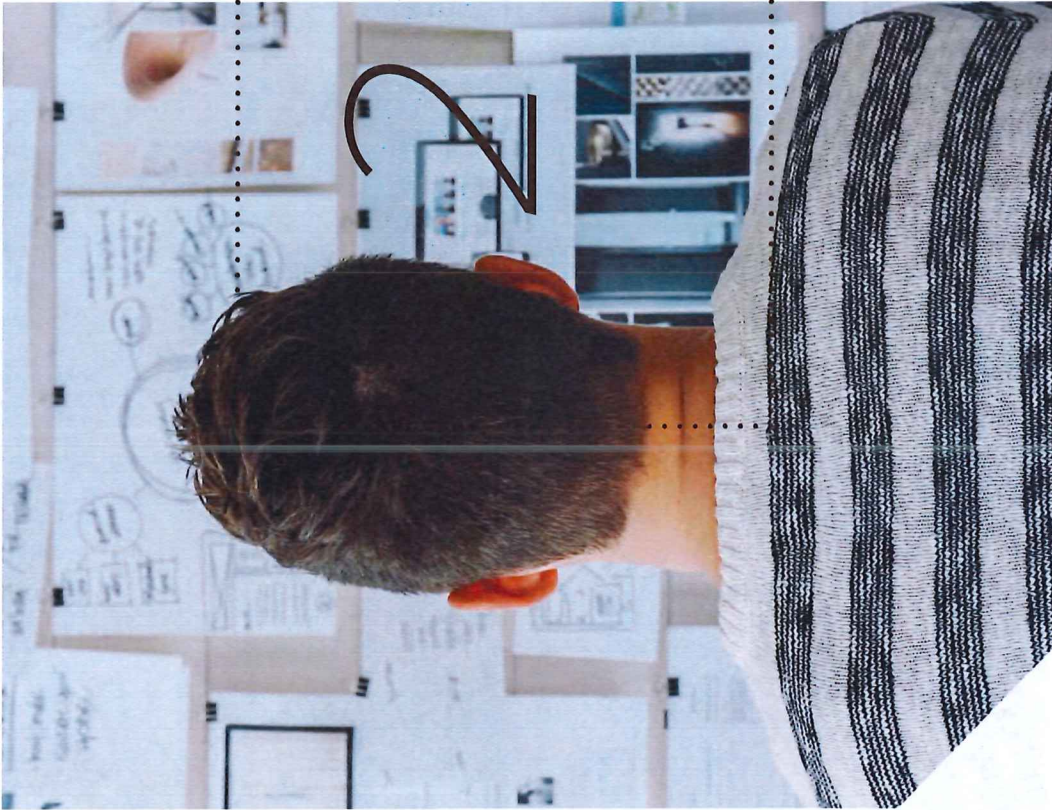
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02/03/23

1



The Concept.

Variety with Compatibility

02103123

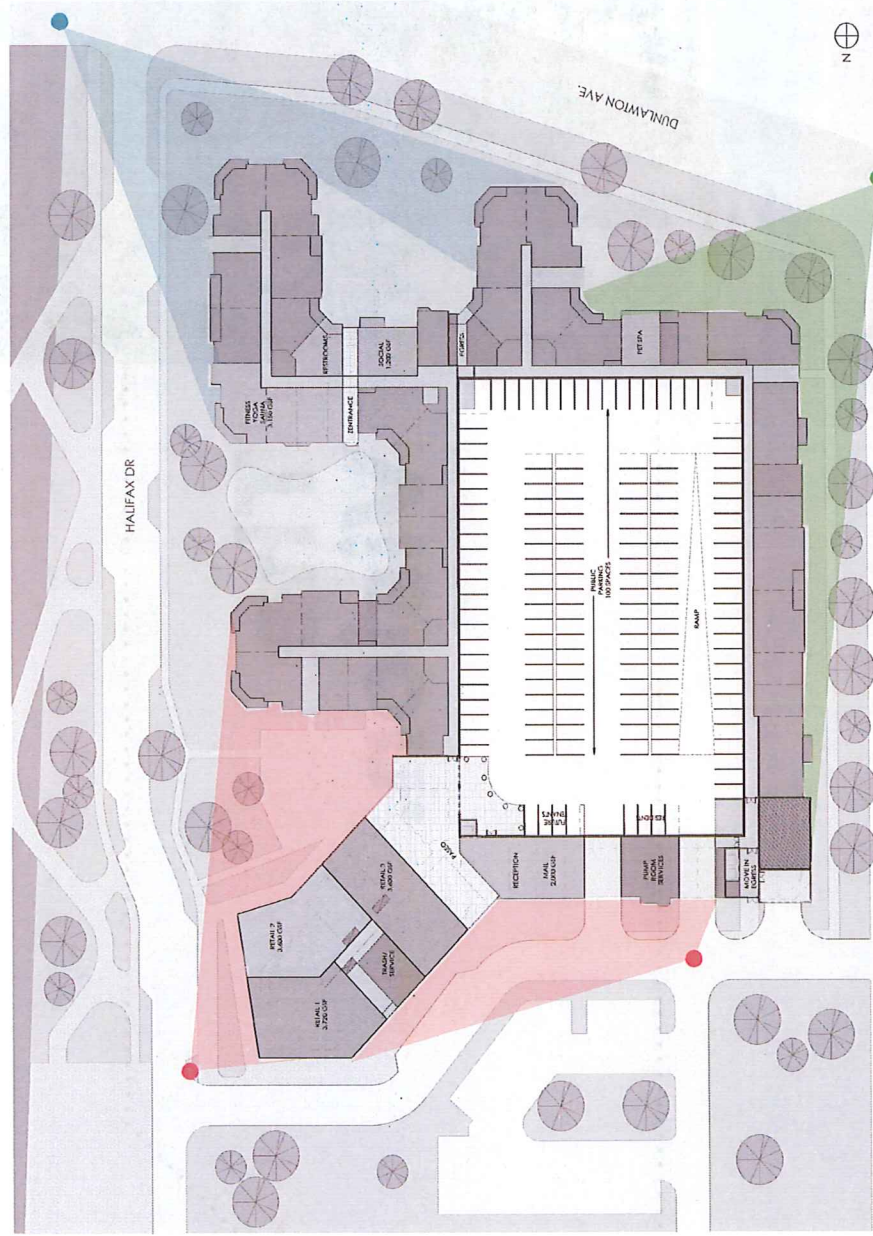
RIVERWALK
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

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development group

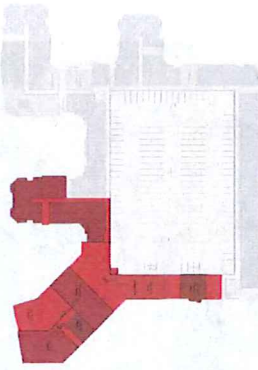
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The Concept.

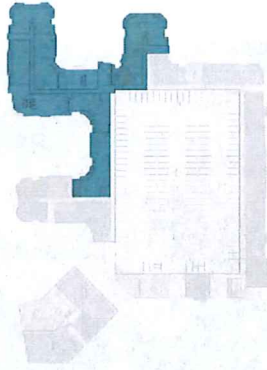
The Port Orange area has grown through many different developments over the years and has seen its architectural style evolve along with it. The concept is to tie three of these styles together to visually celebrate the cities architectural language. The building will evolve along the facade from classical beach architecture to modern beach architecture allowing residents and the public to experience three different styles.



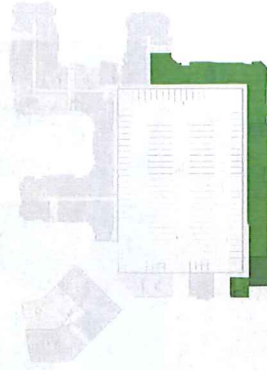
Classical



Modern



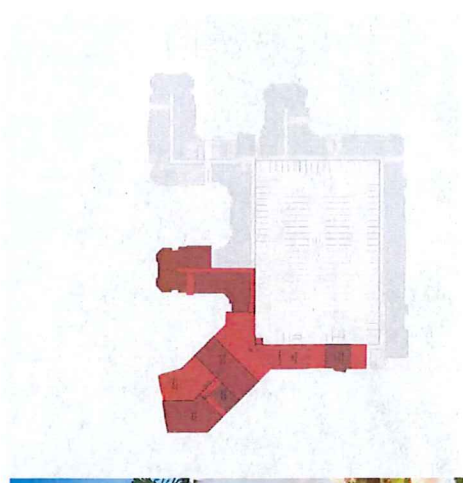
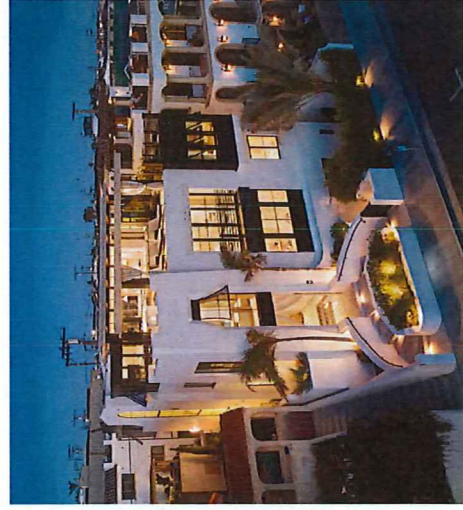
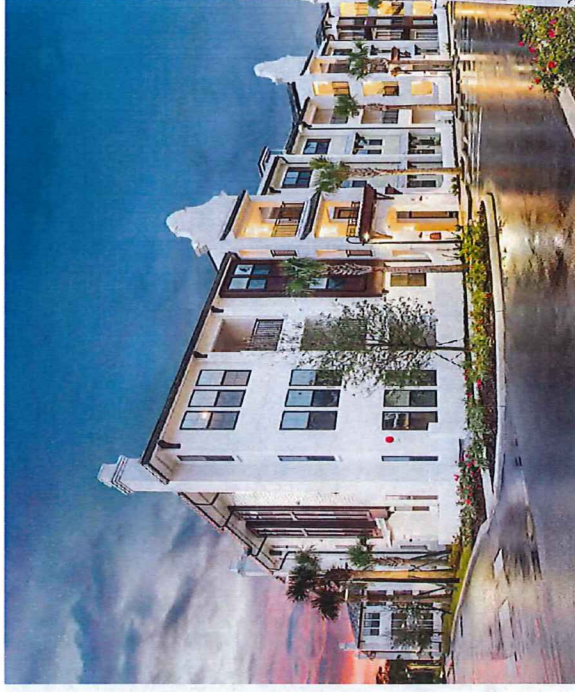
Contemporary





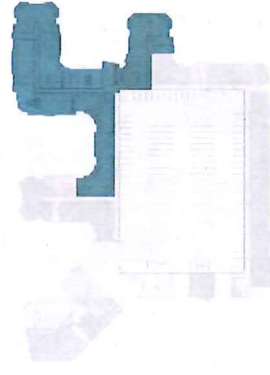
The Vision.

Inspiration Images



The Vision.

Modern



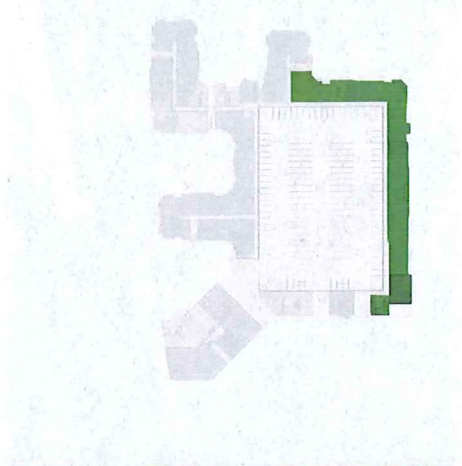
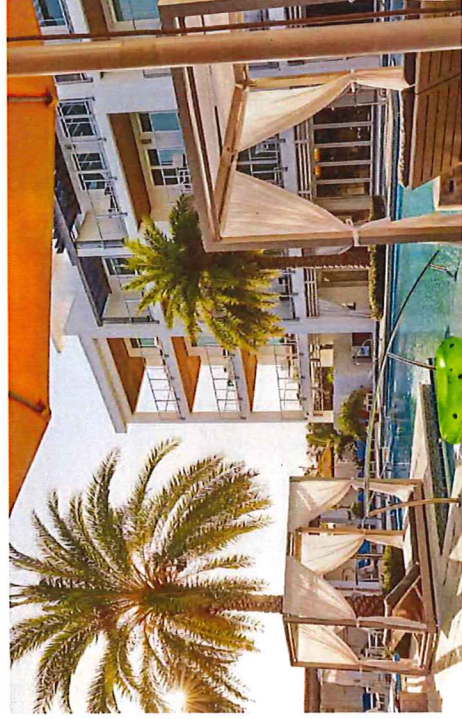
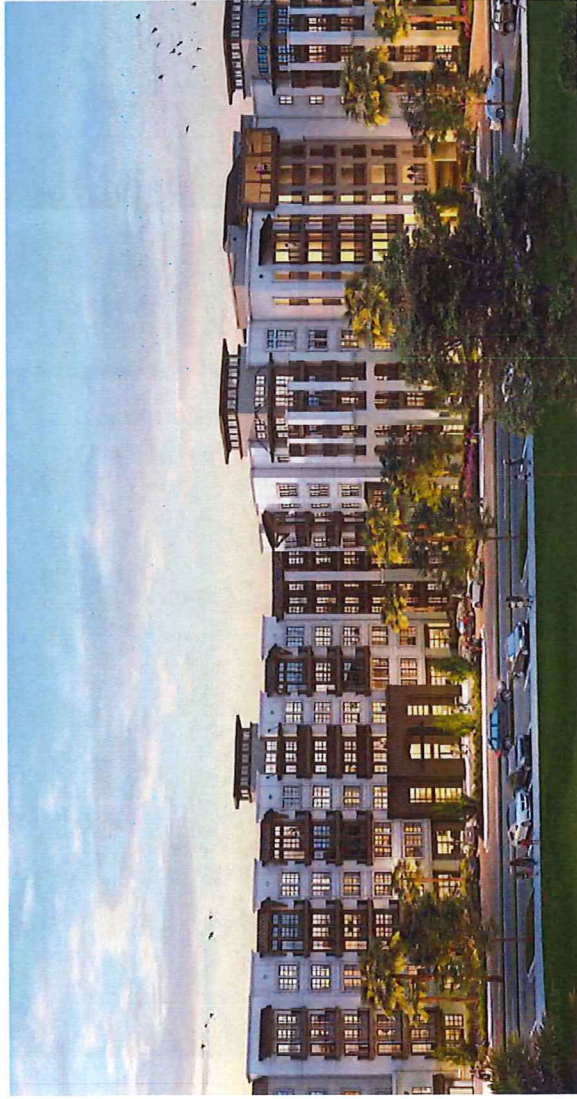
02|03|23

RIVERWALK
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

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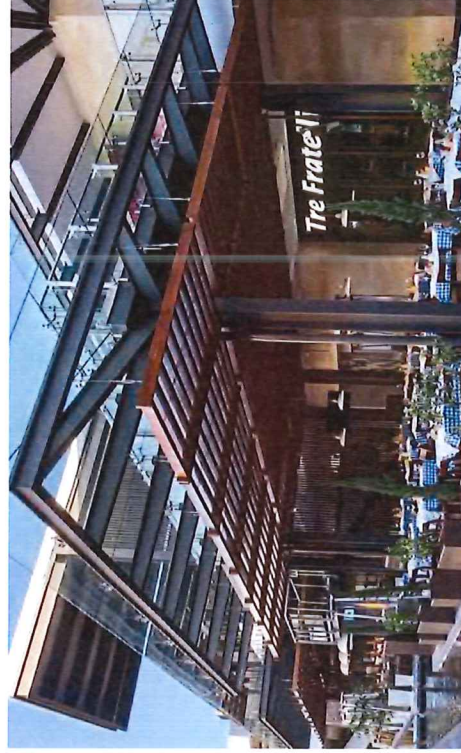
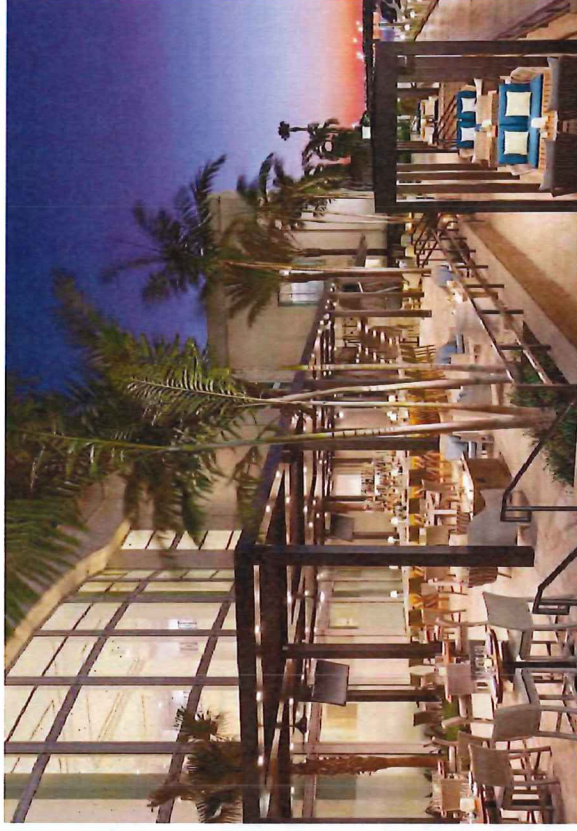
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The Vision.

Retail



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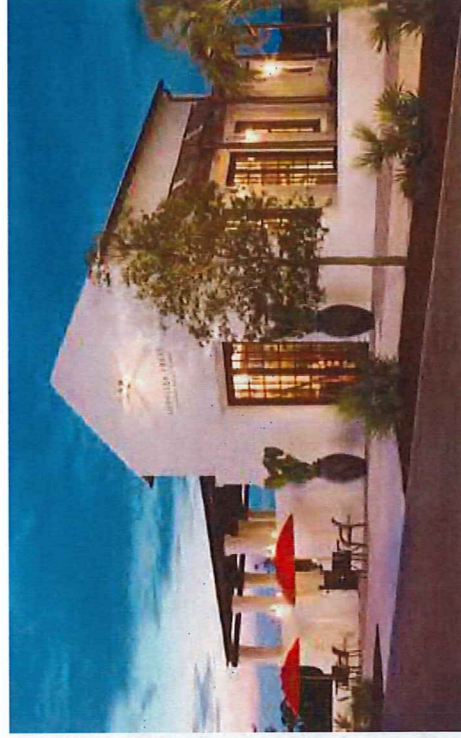
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The Vision.

Mixed use / Retail

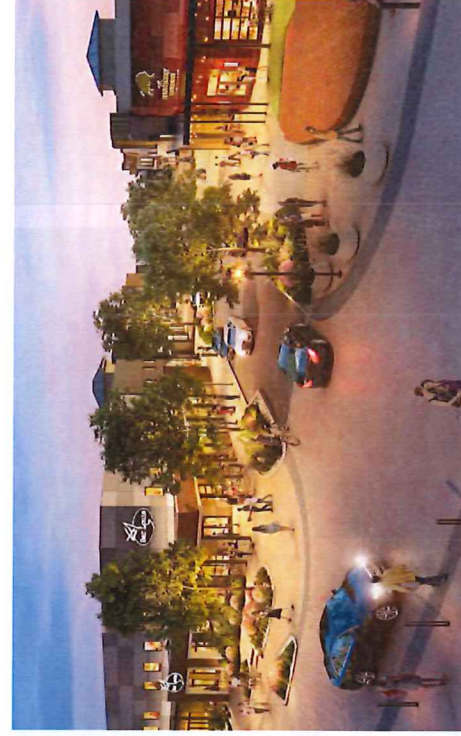
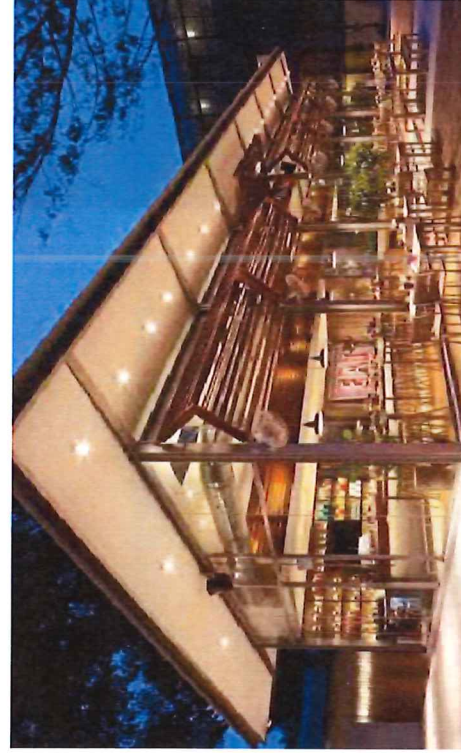
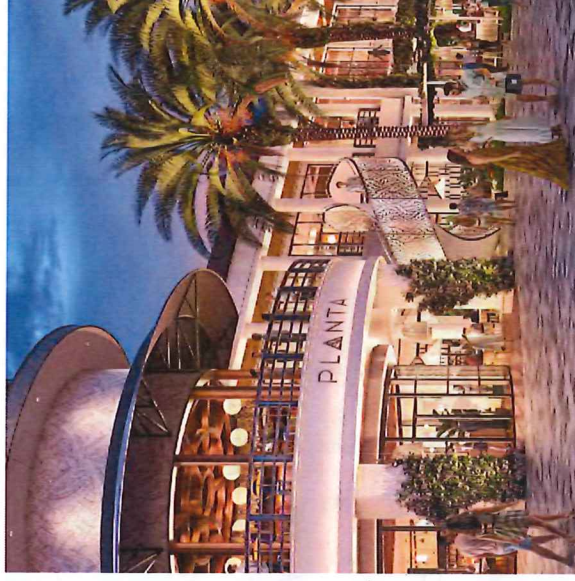
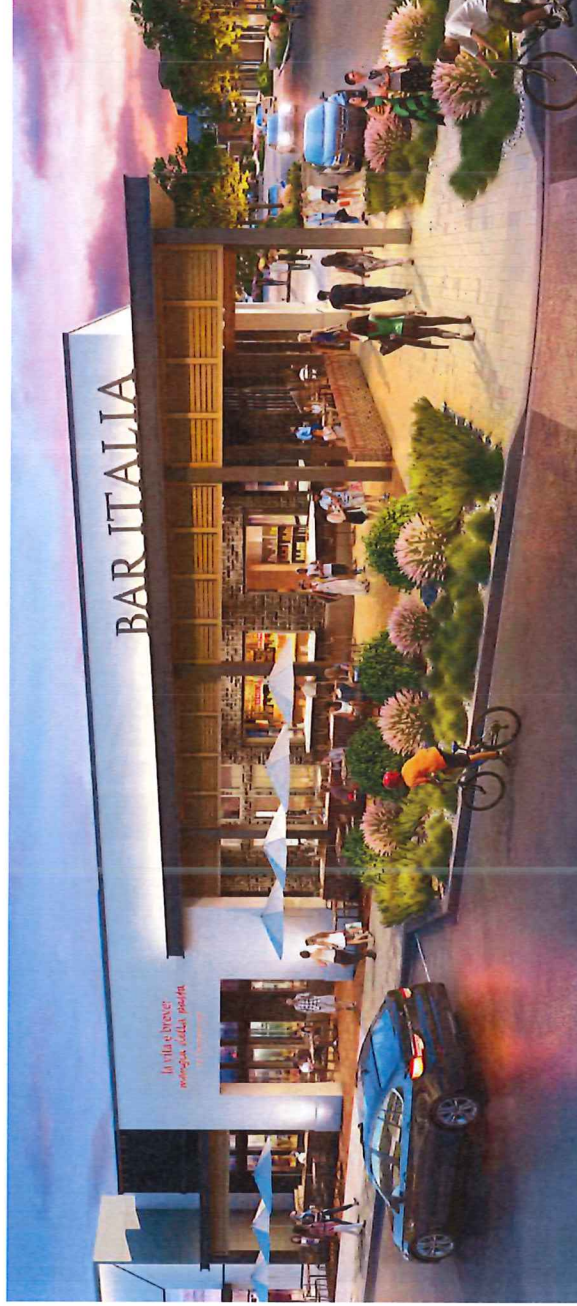


02/03/23 | **RIVERWALK** | **bristol** development group
CONCEPTUAL DEVELOPMENT
PLAN PRESENTATION

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EXHIBIT “E”
CITY MANAGER APPROVAL OF THE EXTENSION TO THE
RIVERYARD MASTER DEVELOPMENT AGREEMENT

WHEREAS, on the ____ day of _____ 202__, the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation (the “City”), and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability corporation (“Developer”) entered into the Riveryard Master Development Agreement, recorded in Official Records Book _____, Page _____, Public Records, Volusia County, Florida (“MDA”); and

WHEREAS, pursuant to Subsection 12.D. of the MDA, the Developer may request an extension for good cause shown; and

WHEREAS, in accordance with Subsection 12.D. of the MDA, the Developer has submitted a request to the City Manager to extend the MDA for an additional, _____ (“Extension”); and

WHEREAS, as required for consideration of this Extension, the Developer has provided the supporting documentation demonstrating good cause for said request along with documentation of the continued commercially reasonable steps in the diligent pursuit to complete the obligations and meet the deadlines set forth in the MDA; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Extension to the MDA is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The above Recitals are incorporated by reference into the body of this Extension Approval.

1. The City by and through the undersigned hereby approves the Developer’s extension request to extend the deadline for _____ as set forth in Section _____ for an additional _____, said date being _____ (“Extension Approval”).
2. All other terms and conditions of the MDA shall remain in full force and effect.
3. This Extension Approval shall become effective immediately upon signature of the City.

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

R:\121336-PORT ORANGE RIVERYARD\121336-PORT ORANGE RIVERYARD - PRINTED 7/26/2017 11:17 AM

LOT	PARCEL ID NO.	PARCEL ADDRESS	OWNER NAME/ADDRESS
1	6303-11-03-0040	115 HERBERT ST. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
2	6303-11-03-0030	373 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
3	6303-11-03-0072	110 HERBERT PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
4	6303-11-03-0071	108 HERBERT PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
5	6303-11-03-0070	3814 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
6	6303-11-03-0061	3840 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
7	6303-11-03-0050	3858 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
8	6303-11-03-0030	3965 S RIDGEWOOD AVE. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
9	6303-11-03-0022	3969 S RIDGEWOOD AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
10	6303-11-03-0014	3979 S RIDGEWOOD AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
11	6303-11-03-0031	3900 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
12	6303-11-03-0020	3920 HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
13	6303-11-03-0032	HALIFAX DR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
14	6303-11-03-0090	3999 S RIDGEWOOD AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
15	6303-11-03-0012	DUNLAWTON AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
16	6303-11-03-0013	DUNLAWTON AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
17	6303-11-03-0011	109 DUNLAWTON AVE. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
18	6303-11-03-0010	3966 HALIFAX DR. PORT ORANGE, FL 32127	CITY OF PORT ORANGE 100 CITY CENTER CIR. PORT ORANGE, FL 32129
19	6303-16-00-0014	RIDGEWOOD AVE. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 3212
20	6303-10-02-0050	3641 RIDGEWOOD AVE. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1000 CITY CENTER CIR. PORT ORANGE, FL 32129
21	6303-11-02-0041	3925 RIDGEWOOD AVE. PORT ORANGE, FL 32129	BRISTOL PORT ORANGE PARTNERS, LLC 381 MALLORY STATION RD. STE. 204 FRANKLIN, TN 37067-8264
22	6303-11-02-0042	3921 RIDGEWOOD AVE. PORT ORANGE, FL 32129	RALPH & TAMMY HEOTZLER 3921 RIDGEWOOD, AVE. PORT ORANGE, FL 3212
23	6303-11-02-0060	3855 RIDGEWOOD AVE. PORT ORANGE, FL 32129	JLS988, INC. 3855 RIDGEWOOD, AVE. PORT ORANGE, FL 32-29
24	6303-11-03-0050	113 HERBERT STREET PORT ORANGE, FL 32129	JOAN L. SHERIDAN TRUSTEE 113 HERBERT STREET PORT ORANGE, FL 32129

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE DEVELOPMENT OF A MIXED USE TOWN CENTER AND PARK.

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

SITE INFORMATION:

SITE ADDRESS:	SOUTH RIDGEWOOD AVE., PORT ORANGE, FL
PROJECT AREA:	12.43 AC
AREA OWNED/CONTROLLED BY BRISTOL	11.12 AC
R/W OWNED BY THE CITY OF PORT ORANGE	1.37 AC
EXISTING ZONING:	PC-R
PROPOSED ZONING:	PC-R
PROPOSED OPEN SPACE:	1.45 AC
MAXIMUM OVERALL RESIDENTIAL DENSITY:	A MAXIMUM DENSITY OF 460 UNITS (37 UNITS/ACRE).
MINIMUM BUILDING SETBACKS:	
DUNLAWTON AVE.:	12 FT
RIDGEWOOD AVE.:	12 FT
EXTERNAL TO MASTER DEVELOPMENT:	5 FT
INTERNAL:	SEAWALL 5 FT, HALIFAX DRIVE 5 FT, HERBERT ST, 5 FT, ALL OTHERS 0 FT
REQUIRED LANDSCAPE BUFFER(S):	10 FT - ALONG DUNLAWTON AVE. 10 FT - ALONG RIDGEWOOD AVE. 5 FT - ALL OTHER PERIMETERS
MINIMUM LIVING AREA/DWELLING UNIT:	500 SF
MINIMUM BUILDING LOT COVERAGE:	3,000 SF
MAXIMUM BUILDING HEIGHT:	105 FT, EXCLUDING ARCHITECTURAL EMBELLISHMENTS OR DESIGN ELEMENTS
MAXIMUM FENCE HEIGHT:	8 FT, (SUCH HEIGHT SHALL NOT INCLUDE THE PORTIONS OF A RETAINING WALL THAT IS LOCATED SUB-GRADE).
MINIMUM LOT WIDTH:	N/A
MINIMUM LOT DEPTH:	N/A
THE STRUCTURES WITHIN THE PD WILL BE DETERMINED BY THE ENGINEER OF RECORD. THE FINISHED FLOOR ELEVATION(FFE) SHALL BE MINIMUM ELEVATION OF 7.	
UTILITIES:	PROVIDED BY CITY OF PORT ORANGE

PARKING:

- MULTIFAMILY DEVELOPMENT: MINIMUM RATIO OF 1.25 PARKING SPACES PER DWELLING UNIT. PARKING FOR MULTIFAMILY RESIDENTIAL USES MAY BE PROVIDED THROUGH THE USE OF TANDDEM GARAGE/PARKING SPACES SO LONG AS THE TANDDEM SPACES ARE ASSIGNED FOR THE EXCLUSIVE USE OF ONE RESIDENTIAL UNIT.
- COMMERCIAL USES: A RATIO OF 5 SPACES PER 1,000 SQUARE FEET.
- HOTEL USES: A RATIO OF 1 SPACE PER GUEST ROOM AND 0.10 PER EMPLOYEE.
- NO ADDITIONAL PARKING SHALL BE REQUIRED FOR FOOD TRUCK OR MARINA USES.
- A MINIMUM OF 100 SURFACE SPACES AND 200 GARAGE SPACES WILL BE SET ASIDE FOR USE BY THE PUBLIC, ALTHOUGH SUCH SPACES SHALL COUNT TOWARDS THE MINIMUM REQUIRED PARKING STANDARDS FOR INDIVIDUAL USE TYPES.
- SURFACE PARKING DIMENSIONS: THE MINIMUM PARKING DIMENSIONS ON SITE SHALL BE AS FOLLOWS: 90 DEGREE SPACES MEASURING 9' X 18', PARALLEL SPACES MEASURING 8' X 20'. PARKING AREAS SHALL HAVE A MINIMUM DRIVE AISLE WIDTH OF 22'. COMPACT SPACES ARE ALLOWED UP TO 10% OF TOTAL REQUIRED SPACES AND SHALL BE A MINIMUM OF 8'-0" X 16'-0". ANGLED PARKING SPACES ARE ALLOWED EXCEPT ON HALIFAX DRIVE AND HERBERT STREET AND SHALL BE 45 DEGREE ANGLE, 9'0" MIN. WIDTH FROM SIDE TO SIDE, 19'1" MIN. DEPTH FROM CURB TO BACK OF SPACE, AND 12'9" MIN. WIDTH AS MEASURED ALONG THE CURB FROM SPACE TO SPACE.
- GARAGE PARKING DIMENSIONS SHALL BE AS FOLLOWS:
PARKING SPACE: 9'-0" WIDE X 18'-0" DEEP
DRIVE AISLES: 24'-0" WIDE MINIMUM

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

DEVELOPER:

BRISTOL PORT ORANGE PARTNERS, LLC
381 MALLORY STATION RD, SUITE 204
FRANKLIN, TN 37064

PHONE NUMBER: 615-415-7326

FAX NUMBER

CONTACT PERSON: CHARLES CARLISLE

e-mail: carlisle@bristoldevelopment.com

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174

PHONE NUMBER: (386) 677-2482

FAX NUMBER: (386) 677-2505

CONTACT: RANDY M. HUDAK, P.E.

e-mail: rhudak@zevcohen.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL. 32127

PHONE NUMBER: (386) 761-5385

FAX NUMBER

CONTACT PERSON: JOE ZAPERT, P.L.S.

e-mail: jzapert@sligerassociates.com

LANDSCAPE ARCHITECT:

DIX-HITE
150 WEST JESSUP AVE.
LONGWOOD, FL 32750

PHONE NUMBER: : (407) 667-1777

FAX NUMBER

CONTACT PERSON: JAMIE WRIGHT PLA,
LEED-AP

e-mail: jwright@dixhite.com

SHEET INDEX:

C1	COVER SHEET
C2	CDP
C3	PC-R AREA EXHIBIT
C4	PROPERTIES 19 & 20
C5	DRAINAGE EXHIBIT
C6	UTILITY PLAN
C7	EASEMENT EXHIBIT
C8	WALKWAY EXHIBIT

LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THRU 9, INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST,

TOGETHER WITH

LOTS 2 THRU 4, INCLUDING, AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 28, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C", WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH

THE EAST 105 FEET OF THE WEST 260 FEET OF THE SOUTH 100 FEET, BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT

A PORTION OF HERBERT STREET AND A PORTION OF HALIFAX DRIVE.

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBMISSION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE(FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79180-2514(R/W VARISS))AND THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE(FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-2789(R/W VARISS)); THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE N25°34'45"N, A DISTANCE OF 571.83 FEET TO THE SOUTH LINE OF LOT 7, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE N64°10'02"E, A DISTANCE OF 130.09 FEET TO THE EASTERLY LINE OF THE WESTERLY 140 FEET OF LOTS 7 AND 8, BLOCK B, SAID WILSON'S PORT ORANGE; THENCE ALONG SAID EASTERLY LINE N25°34'45"N, A DISTANCE OF 129.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT STREET (40' R/W); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S84°57'15"N, A DISTANCE OF 127.33 FEET; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE N25°34'45"N, A DISTANCE OF 40.93 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HERBERT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N14°50'16"E, A DISTANCE OF 81.32 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7284, PAGE 4204; THENCE ALONG SAID EASTERLY LINE N25°33'53"N, A DISTANCE OF 100.36 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID SOUTHERLY LINE N14°40'16"E, A DISTANCE OF 178.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N25°33'45"N, A DISTANCE OF 78.78 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N14°50'16"E, A DISTANCE OF 280.63 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 22 COURSES S10°33'07"E, A DISTANCE OF 18.09 FEET; THENCE S20°17'7"E, A DISTANCE OF 55.64 FEET; THENCE S22°19'30"E, A DISTANCE OF 46.64 FEET; THENCE S22°45'14"E, A DISTANCE OF 58.19 FEET; THENCE S27°28'25"E, A DISTANCE OF 61.77 FEET; THENCE S30°25'05"E, A DISTANCE OF 58.57 FEET; THENCE S20°14'40"E, A DISTANCE OF 60.48 FEET; THENCE S20°14'40"E, A DISTANCE OF 107.97 FEET; THENCE S30°15'50"E, A DISTANCE OF 6.36 FEET; THENCE S10°40'06"E, A DISTANCE OF 28.61 FEET; THENCE S10°07'08"E, A DISTANCE OF 57.62 FEET; THENCE S20°15'06"E, A DISTANCE OF 18.99 FEET; THENCE S20°15'06"E, A DISTANCE OF 20.17 FEET; THENCE S30°02'12"E, A DISTANCE OF 50.09 FEET; THENCE S10°58'02"E, A DISTANCE OF 58.92 FEET; THENCE S24°28'05"E, A DISTANCE OF 48.65 FEET; THENCE S20°33'28"E, A DISTANCE OF 91.65 FEET; THENCE S20°15'06"E, A DISTANCE OF 24.18 FEET; THENCE S24°28'24"E, A DISTANCE OF 62.07 FEET; THENCE N14°40'16"E, A DISTANCE OF 20.50 FEET; THENCE S30°15'06"E, A DISTANCE OF 16.68 FEET; THENCE N14°40'16"E, A DISTANCE OF 48.98 FEET; THENCE S30°12'10"E, A DISTANCE OF 35.23 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S10°19'36"N, A DISTANCE OF 224.18 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S20°04'45"E, A DISTANCE OF 34.57 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID DUNLAWTON AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S22°23'39"N, A DISTANCE OF 16.76 FEET; THENCE CONTINUE ALONG SAID LINE S89°26'15"N, A DISTANCE OF 107.40 FEET; THENCE CONTINUE ALONG SAID LINE S81°44'19"N, A DISTANCE OF 335.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 480,471 SQUARE FEET, OR 11.000 ACRES MORE OR LESS.

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), DANIELS ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 28, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.63 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S21°15'57"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE, FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 336.08 FEET; THENCE N25°34'45"N FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 1; THENCE S89°14'45"N ALONG SAID SOUTH LINE FOR A DISTANCE OF 335.83 FEET TO THE POINT OF BEGINNING.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, THENCE N80°07'57"E, A DISTANCE OF 3.31 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 (STATE ROAD 5) (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 7901-278 (R/W VARISS)); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N22°52'07"N, A DISTANCE OF 46.18 FEET TO THE NORTHERLY LINE OF LOT 5, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID NORTHERLY LINE N75°10'06"E, A DISTANCE OF 287.02 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S20°15'47"E, A DISTANCE OF 123.07 FEET TO THE SAID NORTHERLY LINE OF GOVERNMENT LOT 2; ALSO BEING THE NORTHERLY LINE OF LOT 1, DANIELS ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 28; THENCE ALONG SAID NORTHERLY LINE N81°10'16"E, A DISTANCE OF 45.83 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S25°24'57"E, A DISTANCE OF 74.07 FEET TO THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5560, PAGE 408; THENCE ALONG SAID BOUNDARY LINE S77°29'15"N, A DISTANCE OF 340.70 FEET THE SAID EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N22°52'07"N, A DISTANCE OF 147.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 60786 SQUARE FEET, OR 1.386 ACRES MORE OR LESS.



VICINITY MAP

SCALE: 1" = 1500'



SOILS MAP

SCALE: 1" = 300'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
0 - WATER, 8 - BASSINGER FINE SAND, DEPRESSIONAL, 12 - CANAVERAL SAND, 0 TO 5 PERCENT SLOPES, 15 - COCOA SAND, 0 TO 5 PERCENT SLOPE, 57 - SATELLITE SAND



ZONING MAP

SCALE: 1" = 300'

CURRENT ZONING FOR THIS SITE IS: PC-R



FLOOD ZONE MAP

SCALE: 1" = 300'

THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS 12127C038J EFF. 9/29-2017



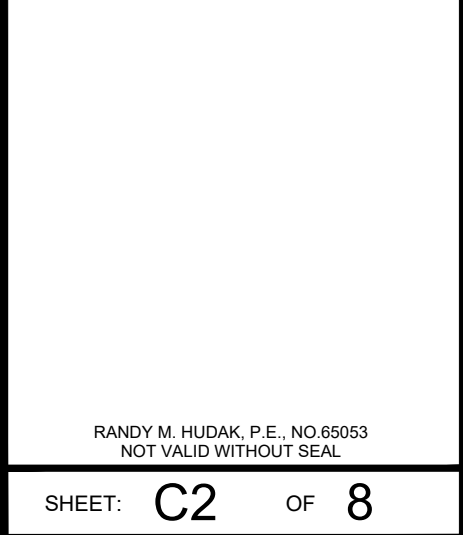
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	06-30-23	RWH	CITY WIDA SUBMITTAL

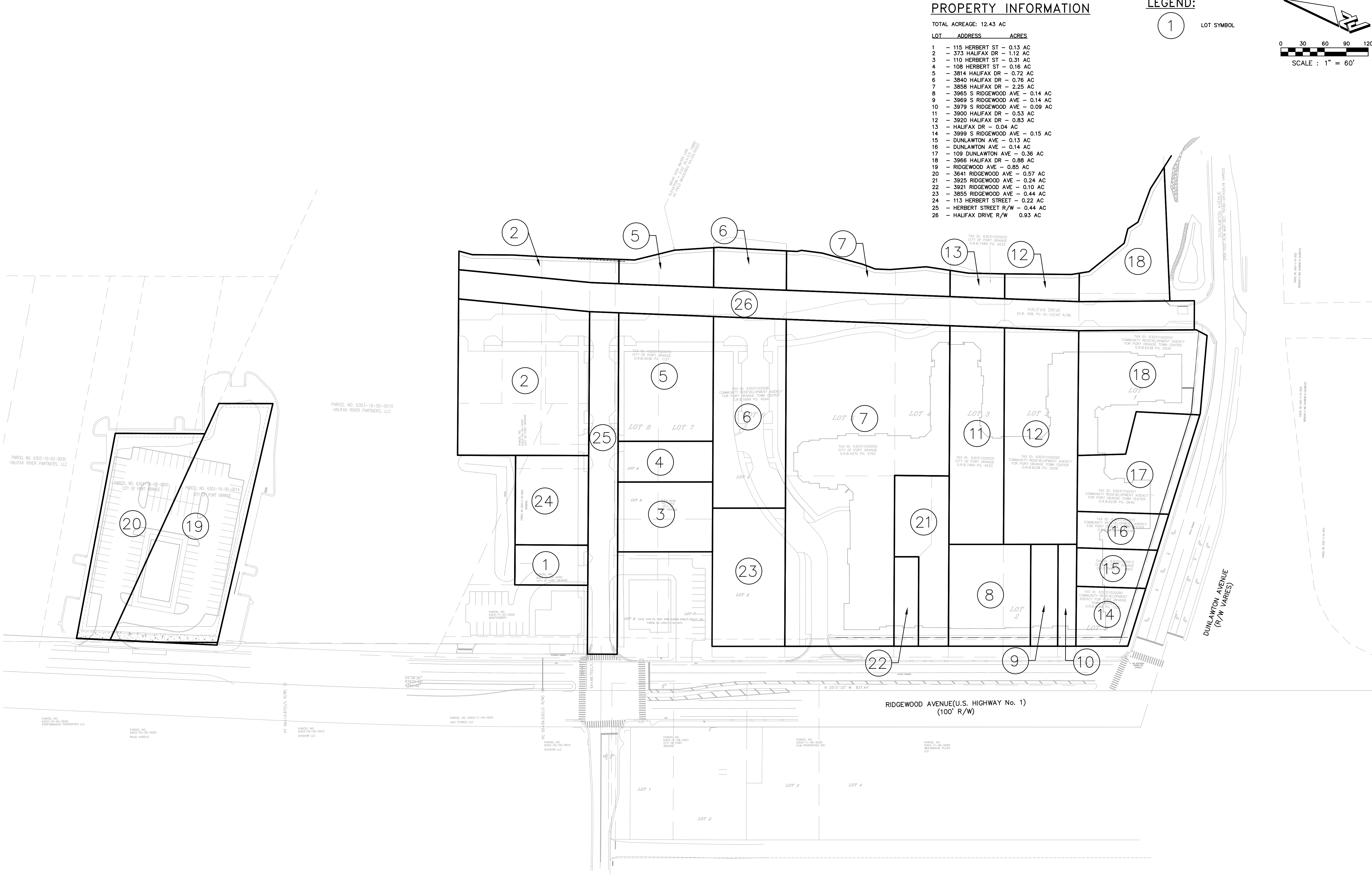
RIVERYARD
EXHIBIT B
COVER SHEET

PROJECT NO.: ZC 21336
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH
DRAWING FILE: 01-21336-COV-PUD

RANDY M. HUDAK, P.E., NO. 65093
NOT VALID WITHOUT SEAL
SHEET: C1 OF 8



R. 21336-PORT ORANGE RIVERVIEW PUD 03-21336-AE-PUD.DWG - PRINTED: 7/26/2023 11:18 AM



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	06-30-23	RWH	CITY WDA SUBMITAL

**RIVERVIEW
EXHIBIT B
PC-R AREA EXHIBIT**

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 21336
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH
DRAWING FILE: 03-21336-AEX-PUD
XREFS: 21336_BAS_PUD.DWG
XREFS: 21336_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65003
NOT VALID WITHOUT SEAL

SHEET: **C3** OF **8**



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

[illegible]

**RIVERYARD
EXHIBIT B
PROPERTIES 19 & 20**

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21336

DESIGNED BY: RH

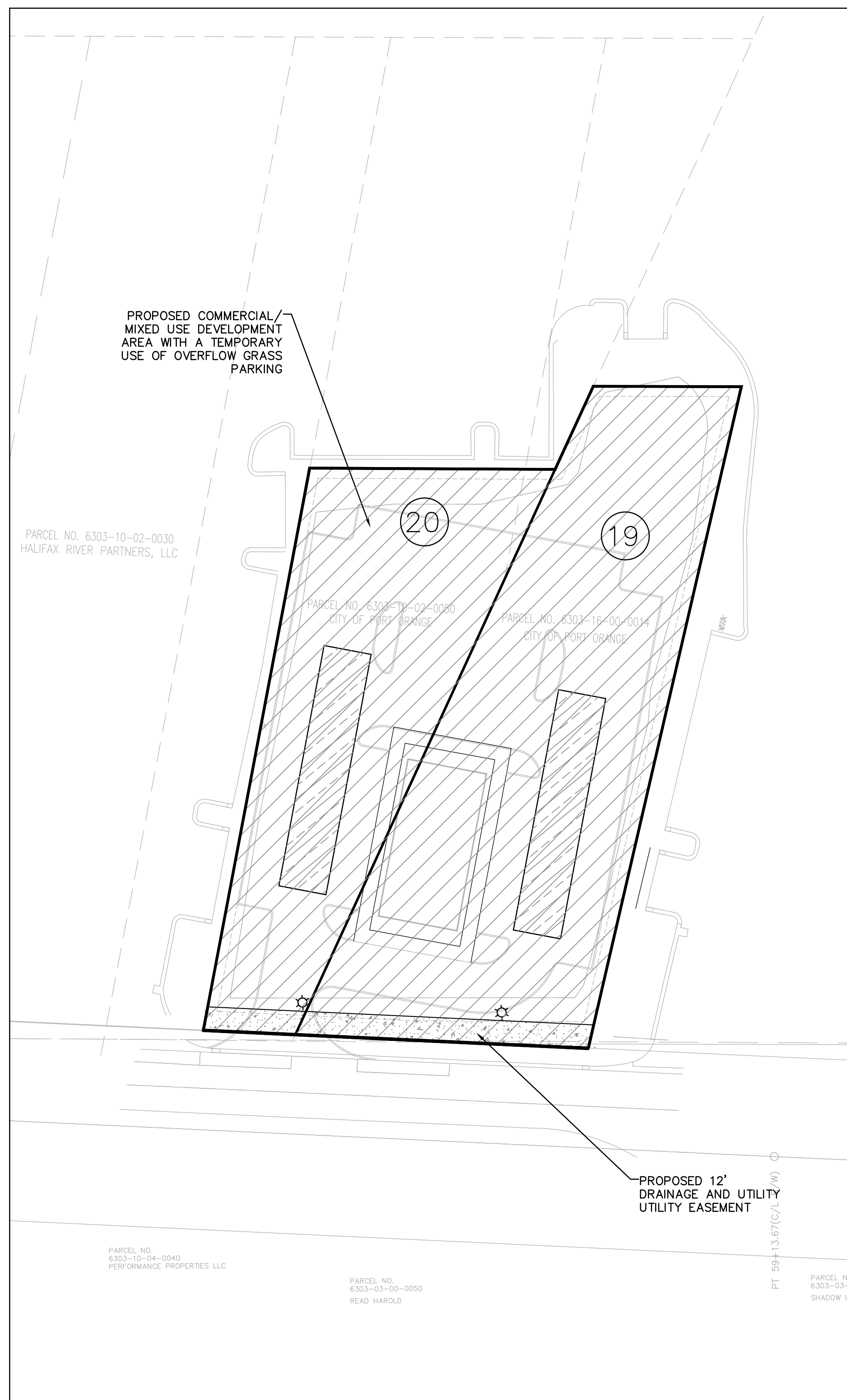
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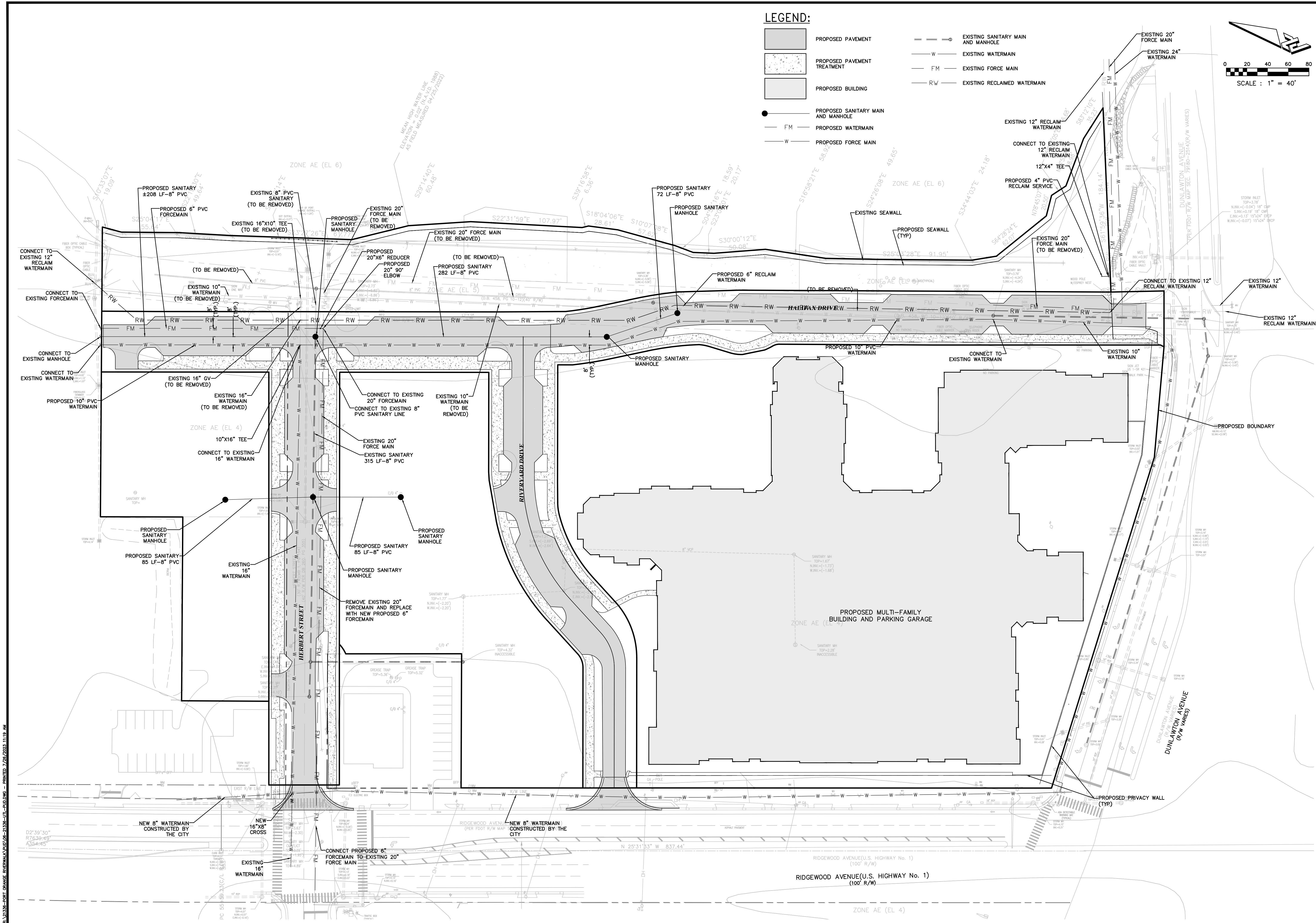
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SHEET: C4 OF 8

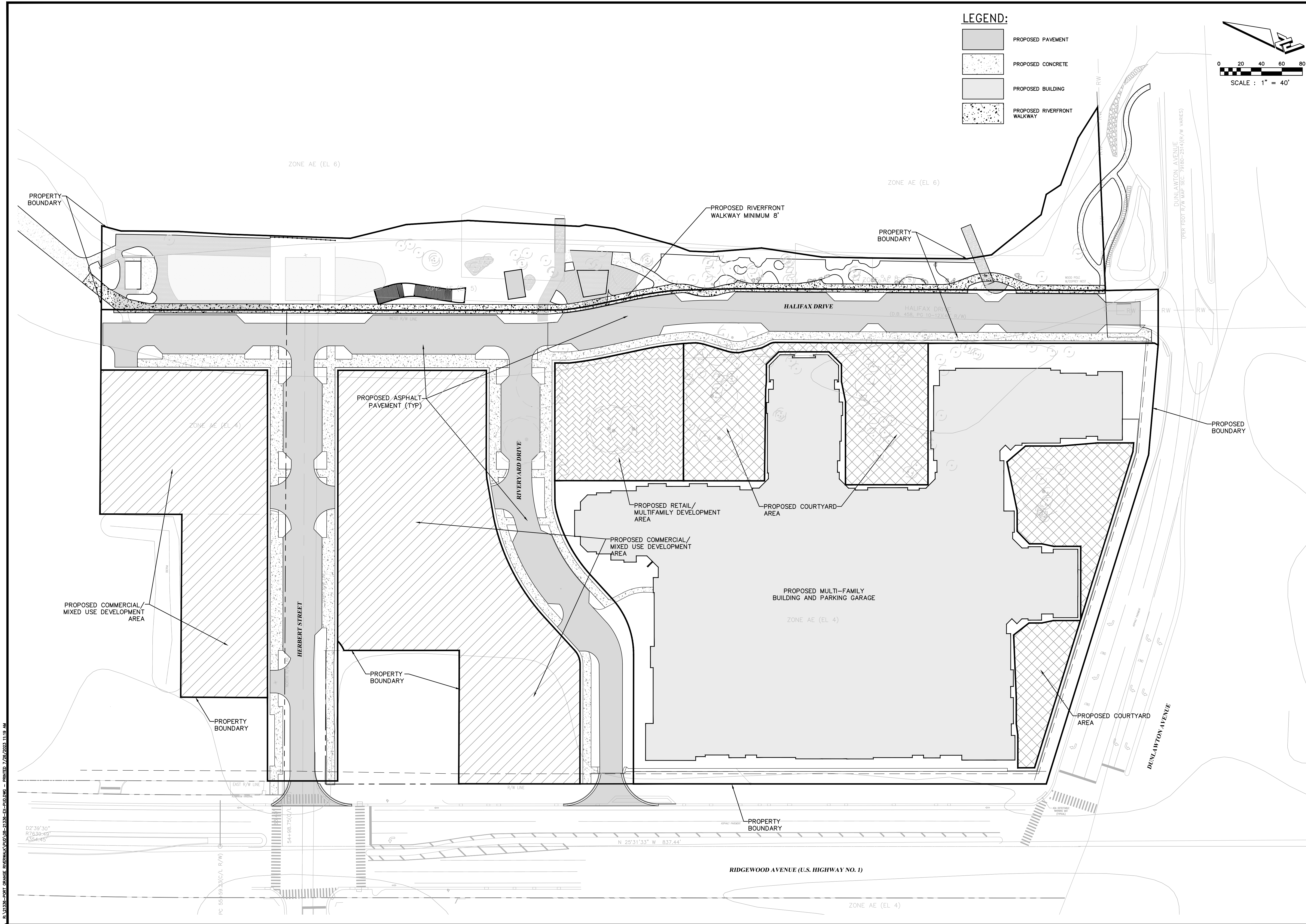


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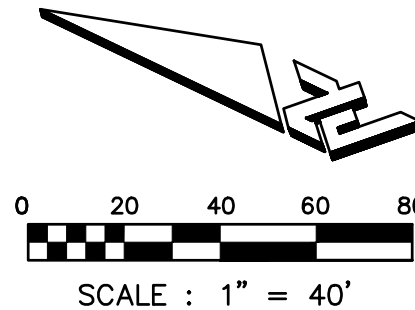


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LEGEND:

- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- PROPOSED BUILDING
- PROPOSED RIVERFRONT WALKWAY



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO. DATE BY SUBMITTALS/ REVISIONS

1 08-2023 RWH CITY WDA SUBMITTAL

RIVERVARD
EXHIBIT B
WALKWAY EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21336

DESIGNED BY: RH

DRAFTED BY: CM

CHECKED BY: RH

DRAWING FILE: 08-21336-EX-PUD
XREF'S: 21336_BAS_PUD.DWG
XREF'S: 21336_SURV.DWG

RANDY M. HUDAK, P.E., NO. 65003
NOT VALID WITHOUT SEAL

SHEET: C8 OF 8



CITY COUNCIL AND COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

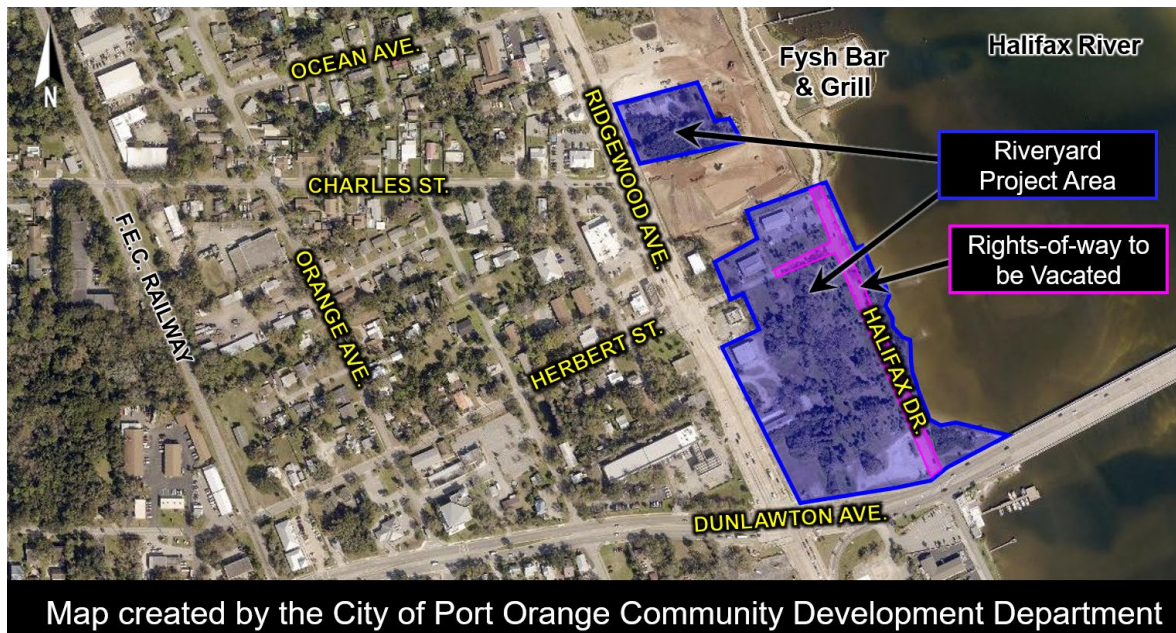
AGENCY MEETING DATE: 8/15/2023

SUBJECT: (C4) Vacation of a portion of the Halifax Drive right-of-way and a portion of Herbert Street right-of-way

DEPARTMENT: Community Development

RECOMMENDED MOTION: This item for discussion only - A vote on this item will occur at the September 5, 2023, City Council meeting in conjunction with the final reading of the Riveryard Master Development Agreement and Conceptual Development Plan

SUMMARY: This request to vacate a portion of Halifax Drive from its current northern terminus to Dunlawton Avenue and a portion of Herbert Street from Halifax Drive to the west boundary of 113 Herbert Street is associated with the proposed Riveryard project. The rights-of-way are being vacated and the land will be part of the property being sold to the Bristol Development Group (Bristol) according to the Purchase Agreement between the City and Bristol. As part of the Riveryard project, Halifax Drive and Herbert Street will be rebuilt and remain as privately maintained roads. As required by the Riveryard Master Development Agreement (MDA) and Conceptual Development Plan (CDP), Access and Utility Easements will be provided over the portions of Halifax Drive and Herbert Street located in the Riveryard project to allow the public to use these roads and for the City to have access to public underground utilities. The vacation of the right-of-way will be effective at the time of Bristol closing on the rest of the property (+/- 10 acres at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, the Daves Pest Control property, and the Arthaus property). This item will be considered for approval by the City Council at their September 5th meeting.



ATTACHMENTS:

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 7/27/2023
Approved - 7/27/2023
Approved - 8/8/2023
Approved - 8/9/2023
Final Approval - 8/10/2023



CITY COUNCIL AND COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

AGENCY MEETING DATE: 8/15/2023

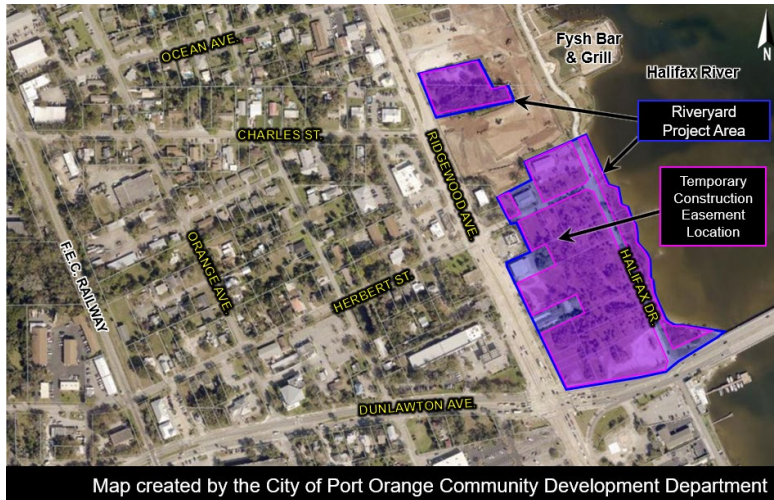
SUBJECT: (C5) Temporary Construction Easement for property generally located at the Northeast Corner of Ridgewood Avenue and Dunlawton Avenue and 3641 Ridgewood Avenue (Dave's Pest Control Property)

DEPARTMENT: Community Development

RECOMMENDED MOTION: CRA: Move to approve temporary construction easements for parcels owned by the CRA and jointly owned with the City, subject to approval of Ordinance 2023-10; and authorize Chair and Agency Clerk to execute all necessary documents.

City Council: This item is for discussion only - A vote on this item will occur at the September 5, 2023 City Council meeting in conjunction with the final reading of the Riveryard Master Development Agreement and Conceptual Development Plan

SUMMARY: The attached Temporary Construction Easements provide Bristol Development Group (Bristol) the right to access Port Orange Town Center CRA and City-owned property located at the northeast corner of Ridgewood Avenue and Dunlawton Avenue and at 3641 Ridgewood Avenue (Dave's Pest Control). The Temporary Construction Easement would give Bristol the ability to begin site development activities (install erosion control measures, begin site clearing and grading, and tree trimming and removal) associated with the development of their mixed-use project, in accordance with the approved Riveryard Master Development Agreement and Conceptual Development Plan and site plan. The use of the Temporary Construction Easements by Bristol to begin site development activities is not anticipated to be needed until early 2024 at the earliest.



ATTACHMENTS:

1.	Temporary Construction Easement City	Temporary Construction Easement City.pdf
2.	Temporary Construction Easement CRA	Temporary Construction Easement CRA.pdf
3.	Temporary Construction Easement City & CRA	Temporary Construction Easement City & CRA.pdf

Tracee Cody	Created/Initiated - 7/31/2023
Tim Burman	Approved - 8/1/2023
Shannon Balmer	Approved - 8/10/2023
Wayne Clark	Approved - 8/10/2023
Tracee Cody	Final Approval - 8/10/2023

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Easement Agreement") is granted this ____ day of _____, 2023, by **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation ("Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129, to **Bristol Port Orange Partners, LLC**, a Florida limited liability company with a mailing address of 381 Mallory Station Road, Suite 204, Franklin, TN 37067 ("Grantee").

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants a TEMPORARY CONSTRUCTION EASEMENT ("Easement") over, across and upon real property owned by the Grantor located in Volusia County, Florida, and being more particularly described on **Exhibit A**, attached hereto, ("Easement Premises") for the purpose of demolition of existing site improvements and the construction of new site improvements pursuant to an approved site plan as evidenced by issuance of a Development Order ("Site Plan").

The purpose of this Easement shall include the right of access to enter upon the premises hereinabove described and the adjoining lands of the Grantor, for the Grantee's demolition of existing improvements, environmental cleanup, and construction of required site improvements associated with the Site Plan.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the said land, with all such other incidents which said Grantee may deem necessary or convenient in connection therewith.

Grantee covenants and agrees that upon completion of the construction of required site improvements, the Grantee shall:

- a. Repair all damage within the Easement Premises caused by the ingress and egress of construction equipment; and
- b. Level and re-sod any unpaved portions of the Easement Premises disturbed during the construction process; and
- c. Indemnify and hold harmless the Grantor for and from any loss, liability, cost or expense incurred by Grantor as a result of Grantee's exercise of its right hereunder, including, without limitation, any personal injury claims brought against Grantor in connection with Grantee's utilization of the rights granted pursuant to this Easement.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement Agreement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

Unless otherwise extended by written agreement of the Parties, this Easement Agreement shall automatically terminate upon the earlier of (1) the closing on the property subject of the *Contract for Sale and Purchase of Real Property, dated March 22, 2022*, as amended, (2) eighteen (18) months from the date of the official Pre-Construction Meeting, or (3) twenty-four (24) months from the date of issuance of the Development Order.

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WITNESSES:

Signature

Print Name

Signature

Print Name

(WITNESSES AS TO BOTH)

GRANTOR:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2023, by Donald O. Burnette as Mayor of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and Robin L. Fenwick, as City Clerk, both who acknowledged that they are duly authorized to execute the foregoing agreement and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Signature

Print Name

Signature

Print Name

GRANTEE:

Bristol Port Orange Partners, LLC,
a Florida limited liability company

By: _____
_____, Manager

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing Easement Agreement was sworn to and acknowledged before me by means of [XX] physical Presence of [] online notarization this _____ day of _____, 2023, by _____, in his/her representative capacity as Manager of **Bristol Port Orange Partners, LLC**, a Florida limited liability company who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the Bristol Port Orange Partners, LLC, and who: [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of _____ at Large
Printed Name, Commission Seal and Term Expiration Date

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Easement Agreement") is granted this ____ day of _____, 2023, by **COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER**, (CRA), a public body corporate and politic established pursuant to 163.356, Florida Statutes, of the County of Volusia in the State of Florida ("Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129, to **Bristol Port Orange Partners, LLC**, a Florida limited liability company with a mailing address of 381 Mallory Station Road, Suite 204, Franklin, TN 37067 ("Grantee").

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants a TEMPORARY CONSTRUCTION EASEMENT ("Easement") over, across and upon real property owned by the Grantor located in Volusia County, Florida, and being more particularly described on **Exhibit A**, attached hereto, ("Easement Premises") for the purpose of demolition of existing site improvements and the construction of new site improvements pursuant to an approved site plan as evidenced by issuance of a Development Order ("Site Plan").

The purpose of this Easement shall include the right of access to enter upon the premises hereinabove described and the adjoining lands of the Grantor, for the Grantee's demolition of existing improvements, environmental cleanup, and construction of required site improvements associated with the Site Plan.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the said land, with all such other incidents which said Grantee may deem necessary or convenient in connection therewith.

Grantee covenants and agrees that upon completion of the construction of required site improvements, the Grantee shall:

- a. Repair all damage within the Easement Premises caused by the ingress and egress of construction equipment; and
- b. Level and re-sod any unpaved portions of the Easement Premises disturbed during the construction process; and
- c. Indemnify and hold harmless the Grantor for and from any loss, liability, cost or expense incurred by Grantor as a result of Grantee's exercise of its right hereunder, including, without limitation, any personal injury claims brought against Grantor in connection with Grantee's utilization of the rights granted pursuant to this Easement.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement Agreement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

Unless otherwise extended by written agreement of the Parties, this Easement Agreement shall automatically terminate upon the earlier of (1) the closing on the property subject of the *Contract for Sale and Purchase of Real Property, dated March 22, 2022*, as amended, (2) eighteen (18) months from the date of the official Pre-Construction Meeting, or (3) twenty-four (24) months from the date of issuance of the Development Order.

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WITNESSES:

GRANTOR:
COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER

Signature

By: _____
Reed Foley, Chairman

Print Name

Date: _____

Signature

Print Name

(WITNESSES AS TO BOTH)

Attest: _____
Robin L. Fenwick, Agency Clerk

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2023, by Reed Foley as Chairman of the **Community Redevelopment Agency for Port Orange Town Center**, a public body corporate and politic established pursuant to 163.356, Florida Statutes, and Robin L. Fenwick, as Agency Clerk, both who acknowledged that they are duly authorized to execute the foregoing agreement and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Signature

Print Name

Signature

Print Name

GRANTEE:

Bristol Port Orange Partners, LLC,
a Florida limited liability company

By: _____
_____, Manager

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing Easement Agreement was sworn to and acknowledged before me by means of [XX] physical Presence of [] online notarization this ____ day of _____, 2023, by _____, in his/her representative capacity as Manager of **Bristol Port Orange Partners, LLC**, a Florida limited liability company who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the Bristol Port Orange Partners, LLC, and who: [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of _____ at Large
Printed Name, Commission Seal and Term Expiration Date

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Easement Agreement") is granted this ____ day of _____, 2023, by the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129, and **COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER, (CRA)**, a public body corporate and politic established pursuant to 163.356, Florida Statutes, of the County of Volusia in the State of Florida, whose address is 1000 City Center Circle, Port Orange, Florida 32129, ("Grantor") to **Bristol Port Orange Partners, LLC**, a Florida limited liability company with a mailing address of 381 Mallory Station Road, Suite 204, Franklin, TN 37067 ("Grantee").

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants a TEMPORARY CONSTRUCTION EASEMENT ("Easement") over, across and upon real property owned by the Grantor located in Volusia County, Florida, and being more particularly described on **Exhibit A**, attached hereto, ("Easement Premises") for the purpose of demolition of existing site improvements and the construction of new site improvements pursuant to an approved site plan as evidenced by issuance of a Development Order ("Site Plan").

The purpose of this Easement shall include the right of access to enter upon the premises hereinabove described and the adjoining lands of the Grantor, for the Grantee's demolition of existing improvements, environmental cleanup, and construction of required site improvements associated with the Site Plan.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the said land, with all such other incidents which said Grantee may deem necessary or convenient in connection therewith.

Grantee covenants and agrees that upon completion of the construction of required site improvements, the Grantee shall:

- a. Repair all damage within the Easement Premises caused by the ingress and egress of construction equipment; and
- b. Level and re-sod any unpaved portions of the Easement Premises disturbed during the construction process; and
- c. Indemnify and hold harmless the Grantor for and from any loss, liability, cost or expense incurred by Grantor as a result of Grantee's exercise of its right

hereunder, including, without limitation, any personal injury claims brought against Grantor in connection with Grantee's utilization of the rights granted pursuant to this Easement.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement Agreement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

Unless otherwise extended by written agreement of the Parties, this Easement Agreement shall automatically terminate upon the earlier of (1) the closing on the property subject of the *Contract for Sale and Purchase of Real Property, dated March 22, 2022*, as amended, (2) eighteen (18) months from the date of the official Pre-Construction Meeting, or (3) twenty-four (24) months from the date of issuance of the Development Order.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

WITNESSES:

GRANTOR:
COMMUNITY REDEVELOPEMENT AGENCY
FOR PORT ORANGE TOWN CENTER

Signature

By: _____
Reed Foley, Chairman

Print Name

Date: _____

Signature

Print Name

(WITNESSES AS TO BOTH)

Attest: _____
Robin L. Fenwick, Agency Clerk

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2023, by Reed Foley as Chairman of the **Community Redevelopment Agency for Port Orange Town Center**, a public body corporate and politic established pursuant to 163.356, Florida Statutes, and Robin L. Fenwick, as Agency Clerk, both who acknowledged that they are duly authorized to execute the foregoing agreement and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Signature

Print Name

Signature

Print Name

(WITNESSES AS TO BOTH)

GRANTOR:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2023, by Donald O. Burnette as Mayor of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and Robin L. Fenwick, as City Clerk, both who acknowledged that they are duly authorized to execute the foregoing agreement and who is personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Signature

Print Name

Signature

Print Name

GRANTEE:

Bristol Port Orange Partners, LLC,
a Florida limited liability company

By: _____
_____, Manager

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing Easement Agreement was sworn to and acknowledged before me by means of [XX] physical Presence of [] online notarization this ____ day of _____, 2023, by _____, in his/her representative capacity as Manager of **Bristol Port Orange Partners, LLC**, a Florida limited liability company who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the Bristol Port Orange Partners, LLC, and who: [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of _____ at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT A

PARCEL 3:

That part of Lots 7 and 8, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, described as follows: Beginning at a point on the South side of Herbert Street, said point being 190 feet Easterly from the East side of Ridgewood A venue; thence Southerly across said Lots 7 and 8, parallel with the East line of Ridgewood A venue to the South line of said Lot 7; thence Easterly along the South line of Lot 7, 51 feet; thence Northerly parallel with the East line of Ridgewood A venue to the South line of Herbert Street; thence Westerly along the South line of Herbert Street, 51 feet to the Point of Beginning; LESS AND EXCEPT road right-of-way.

AND

The East 50 feet of the West 190 feet of Lots 7 and 8, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida; LESS AND EXCEPT road right-of-way.

PARCEL 6:

Lot 6, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, excepting therefrom the Westerly 205 feet, together with any and all riparian rights appertaining thereto; LESS AND EXCEPT road right-of-way.

PARCEL 10:

A portion of Lot 3, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, in Section 3, Township 16 South, Range 33 East, and being more particularly described as follows:

Begin at the intersection of the North line of said Lot 3, with the West line of Halifax Drive, a 40 foot Right of Way Easement; thence North 64 degrees 43 minutes 47 seconds East along said North line, 85.51 feet to the mean high water line of the Halifax River; thence South 09 degrees 05 minutes 28 seconds East along said mean high water line, 49.20 feet; thence South 24 degrees 45 minutes 40 seconds East along said mean high water line, 27.81 feet to the South line of said Lot 3; thence South 64 degrees 44 minutes 13 seconds West along said South line, 74.16 feet to the West line of said Halifax Drive; thence along said West line North 23 degrees 17 minutes 11 seconds West, 75.10 feet to the Point of Beginning, together with any and all riparian rights. Subject to 40 foot wide Right of Way for Halifax Drive.

PARCEL 12:

Lot 2, Block "B", except the Westerly 155 feet thereof, WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, together with riparian rights, accretions and/or lands abutting the above-described property extending into the Halifax River.

PARCEL 14:

Lot 9, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, excepting therefrom the Easterly Three (3) feet thereof, and also excepting that part taken for the widening of Ridgewood Avenue (U.S. #1), and also excepting that part taken for the widening of Dunlawton Avenue as occupied and shown on the Florida Department of Transportation Right of Way maps.

PARCEL 16:

The East 50 feet of the West 100 feet of Lot 1, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida.

PARCEL 17:

That part of Lot 1, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, page 154, Public Records of Volusia County, Florida, described as follows: Beginning at a point in the South line of Lot 2, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, page 154, Public Records of Volusia County, Florida, said point being Easterly 100 feet from the Northwest corner of Lot 1; thence Southeasterly and parallel to the West line of Lot 1, 127.5 feet to an iron pipe set in the North bounds of Dunlawton Avenue; thence Easterly along said North bounds of Dunlawton Avenue, 143 feet to an iron pipe; thence North 25 degrees West 87.6 feet to an iron pipe; thence South 76 degrees 25 minutes West 60.2 feet to an iron pipe; thence North 27 degrees 43 minutes West 65.4 feet to an iron pipe set in the South line of Lot 2; thence Westerly along said South line of Lot 2, 77 feet to the Point of Beginning; LESS AND EXCEPT road right-of-way.

PARCEL 18:

Lot 1, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, except the Westerly 100.00 feet and less the following described property: Beginning at a point in the South line of Lot 2, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida, said point being Easterly 100.00 feet from the Northwest corner of Lot 1; thence Southeasterly and parallel to the West line of Lot 1, 127.5 feet to an iron pipe set on the North right-of-way line of Dunlawton Avenue; thence Easterly along said North right-of-way line of Dunlawton Avenue, 143.00 feet to an iron pipe; thence North 25 degrees

West, 87.6 feet to an iron pipe; thence South 76 degrees 25 minutes West, 60.2 feet to an iron pipe; thence North 27 degrees 43 minutes West, 65.4 feet to an iron pipe set in the South line of Lot 2; thence Westerly along said South line of Lot 2, 77.00 feet to the Point of Beginning; less and except that portion lying within Halifax Drive and Dunlawton Avenue (S.R. AIA); together with all riparian rights, accretions and/or lands abutting the above-described property extending into the Halifax River.

Also described as: Lot One (1), except the Westerly One Hundred (100) feet thereof, Block "B", WILSON'S MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records Volusia County, Florida, less and EXCEPT the property previously conveyed in the Warranty Deed recorded at Official Records Book 2240, page 1693; and Official Records Book 4055, page 2542, Public Records of Volusia County, Florida; and less and except that portion lying within Halifax Drive and Dunlawton Avenue (S.R. AIA).

AND

Beginning at the intersection of the existing West boundary of Halifax Avenue and the North line of the Elizabeth Bunch Grant, Section 41, Township 16 South, Range 33 East, being in Port Orange, Florida, run North 26 degrees 02 minutes 13 seconds West for a distance of 282.48 feet to a point; thence North 57 degrees 37 minutes 07 seconds East for a distance of 47.0 feet to a point; thence North 23 degrees 19 minutes West for a distance of 7.5 feet to the Point of Beginning, said point of beginning being the South East corner of Lot 1, Block "B", WILSON'S MAP OF PORT ORANGE; thence from said Point of Beginning run North 66 degrees 41 minutes East along a line perpendicular to the shoreline for a distance of 425.0 feet to a point; thence North 23 degrees 19 minutes West for a distance of 216.0 feet to a point; thence South 66 degrees 41 minutes West for a distance of 425 feet to a point; thence South 23 degrees 19 minutes East for a distance of 216.0 feet along the East boundary of said Lot 1 to the Point of Beginning, less and except that portion lying within Dunlawton Avenue (S.R. AIA), lying and being in Section 41, Township 16 South, Range 33 East, Volusia County, State of Florida.