



THE COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER
SPECIAL MEETING AGENDA

COUNCIL CHAMBERS – 5:00 PM – CITY HALL
AUGUST 11, 2016

A. OPENING

1. Roll Call

B. ACTION ITEMS

2. Ordinance No. 2016-14 - relating to the 2016 Amendment to the Port Orange Town Center (POTC) Redevelopment Plan, Case No. 16-15000001
3. Ordinance No. 2016-15 – Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan, Case No. 16-40000003
4. Exchange Agreement for the Cardwell Funeral Home Property
 - a. Escrow Agreement
 - b. Proposed funeral home Deed for Escrow
 - c. Temporary construction easement for demolition
 - d. Bond in the amount of average annual lease revenues
5. Economic Incentive Agreement
6. License Agreement for temporary off-site sign located at the intersection of Ridgewood Avenue and Dunlawton Avenue, 3999 Ridgewood Avenue
7. Discussion and direction for the Subdivision Replat and Plans - Riverwalk at Port Orange, Case No. 16-50000001
8. Blanket easement covering proposed subdivision Lots 1-6 and 9 with legal description by metes and bounds

C. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDING UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO 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, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE; IF YOU ARE HEARING OR VOICE IMPAIRED CONTACT THE RELAY OPERATOR AT 1-800-955-8771 FOR INFORMATION.



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Ordinance No. 2016-14 - relating to the 2016 Amendment to the Port Orange Town Center (POTC) Redevelopment Plan, Case No. 16-15000001

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the 2016 Amendment to the Port Orange Town Center Redevelopment Plan, as set forth in Ordinance No. 2016-14, subject to city council adoption and approval of all agenda items in the meeting of August 11, 2016 and as otherwise approved by City Council.

SUMMARY: Planning Commission Action (5/26/16): Recommended Approval

The proposed amendments to the Port Orange Town Center (POTC) Redevelopment Plan would modify the location of the “project types” in Area 1 of the Riverwalk Planned Community Conceptual Development Plan (CDP) to align with the development plan submitted by Halifax River Partners (HRP). The amendment to the CDP proposes to redistribute the various project types in Area 1 as identified in Table 1 and illustrated in Figure 1 of the Staff Report. The proposed changes to the project types in Area 1 of the CDP include: 1) changing the area east of Halifax Drive from recreation/conservation and marina to mixed-use and expanding the marina area to the south of the point; 2) changing some of the area west of Halifax Drive from marina and mixed-use to hi-rise residential; and 3) showing the proposed alignment of the 23-foot wide tract of land for a public trail and park that will be owned by the City with a 20-foot wide improved public trail within HRP’s project area.

The POTC Redevelopment Plan (A Plan for Town Center) was originally adopted in 1998 and amended in 2007 and 2014. The Plan currently envisions the Riverwalk project area as a master planned walkable community along the Halifax River that includes commercial, office, residential, civic, and entertainment uses developed by a master developer. The original development concept for Riverwalk has changed in recent years from establishing a master plan for the entire Riverwalk area to approving smaller-scale plans for development of a specific area to achieve the Plan.

The current focus of the Riverwalk project is on development of areas with unified ownership. The property owner (Halifax River Partners) of 11.9 acres located between Ocean Avenue and Herbert Street has submitted a development proposal that consists of a restaurant, two (2) residential condominium buildings, a 23-wide public trail and park with a 20-foot wide improved public trail within the vicinity of the Halifax River, a 58-slip marina for motorized and non-motorized watercraft, two (2) marina multi-purpose support buildings, and required site improvements (parking, landscaping, stormwater, utilities, etc.).

ATTACHMENTS:

1.	Ord. No. 2016-14	Ord. No. 2016-14.pdf
2.	Staff Report	StaffReport_2016 POTC Plan Amendments.pdf

Penelope Cruz	Created/Initiated - 07/18/2016
Wayne Clark	Approved - 07/19/2016
Margaret Roberts	Approved - 08/05/2016
M. Jake Johansson	Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-No, Clerk's Office-No, or N/A-No

ORDINANCE NO. 2016-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; AMENDING THE COMMUNITY REDEVELOPMENT AREA PLAN FOR PORT ORANGE TOWN CENTER; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 1998-78, the City Council approved a Community Redevelopment Plan for Port Orange Town Center; and

WHEREAS, the City Council has amended Ordinance No 1998-78; and

WHEREAS, pursuant to Resolution No. 98-18 adopted on May 26, 1998, the City Council of the City of Port Orange, Florida, determined that a blighted area exists within the City of Port Orange, and that the rehabilitation, conservation, or redevelopment, or a combination thereof of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Port Orange; and

WHEREAS, pursuant to Resolution No. 98-18 adopted on May 26, 1998, the City Council of the City of Port Orange, Florida, found that there is a need for a Community Redevelopment Agency to function in the City of Port Orange to carry out the community redevelopment purposes of Chapter 163, Part III, Florida Statutes; and

WHEREAS, pursuant to Resolution No. 98-18 adopted on May 26, 1998, the City Council of the City of Port Orange, Florida, declare itself to be the Community Redevelopment Agency of the Community Redevelopment Area for Port Orange Town

Center, and provided for the appointment of two (2) additional members of said agency; and

WHEREAS, the Planning Commission, sitting as the local planning agency, has reviewed and recommended approval of the Community Redevelopment Plan; as amended, as to conformity of said plan with the comprehensive plan for the City of Port Orange; and

WHEREAS, after due consideration, the Community Redevelopment Agency for Port Orange Town Center has reviewed and recommended approval of the Community Redevelopment Plan, as amended; and

WHEREAS, after due consideration and public hearing as required by law, the City Council of the City of Port Orange has reviewed and approved the Community Redevelopment Plan for Port Orange Town Center, as amended; and

WHEREAS, public notice has been provided and notices have been mailed by registered mail to all taxing authorities as required by Section 163.346 and Section 163.360, Florida Statutes.

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

Section 1. The City Council of City of Port Orange hereby approves and adopts the Community Redevelopment Plan for Port Orange Town Center as amended hereby for the Amended and Restated Riverwalk Master Development Agreement and Conceptual Development Plan for the marina, condominiums and restaurant, copies of which are attached hereto as **Exhibit "A"** and made a part hereof. Said plan is hereby

designated as the official Community Redevelopment Plan for this part of the Community Redevelopment Area.

Section 2. Upon the effective date of this ordinance, the Community Redevelopment Plan for Port Orange Town Center, as amended, shall be deemed in full force and effect for the Community Redevelopment Area. The Community Redevelopment Agency for Port Orange Town Center shall carry out the Community Redevelopment Plan in accordance with its terms.

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

Section 4. If any part of this ordinance is held to be unconstitutional, invalid or unenforceable for any reason, such holding shall not affect the constitutionally, validity or enforceability of the remainder of this ordinance, which shall remain in full force and effect.

Section 5. This ordinance shall take effect immediately upon City Council adoption of the Ordinance No. 2016-14 and Ordinance No. 2016-15.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of _____

Passed and adopted on second reading and final reading on the ____ day of _____

Reviewed and approved: _____
Margaret T. Roberts, City Attorney

EXHIBIT A

**RIVERWALK PLANNED COMMUNITY
CONCEPTUAL DEVELOPMENT PLAN**

AREA 2
RESIDENTIAL HIGH 400 UNITS
RESIDENTIAL LOW 25 UNITS
NON-RESIDENTIAL 58,000 SF

HALIFAX RIVER

AREA 2

AREA 1

MAJOR PROJECT/
PARKING ENTRY

OCEAN AVE

MIXED
USE

HI-RISE
RESIDENTIAL

MIXED
USE

MARINA

MIXED
USE

CHARLES STREET

RIDGEWOOD AVENUE

DEVELOPMENT TOTALS

RESIDENTIAL UNITS 800
NON-RESIDENTIAL 292,000 SF

AREA 1

RESIDENTIAL HIGH 320 UNITS
RESIDENTIAL LOW 25 UNITS
NON-RESIDENTIAL 142,000 SF

AREA 1

AREA 3

AREA 3

RESIDENTIAL HIGH 30 UNITS
RESIDENTIAL LOW 0 UNITS
NON-RESIDENTIAL 92,000 SF

HERBERT STREET

MIXED
USE

MAJOR PROJECT/
PARKING ENTRY

HERBERT STREET

DUNLAWTON AVENUE

THEMED GATEWAY
FEATURE

HALIFAX DRIVE





STAFF REPORT

Amendment to the Port Orange Town Center Community Redevelopment Plan Case No. 16-15000001

REQUEST: Amend the Port Orange Town Center (POTC) Redevelopment Plan to modify the location of the project types in Area 1 of the Riverwalk Planned Community Conceptual Development Plan (CDP) (Exhibit A).

APPLICANT: City of Port Orange

STAFF RECOMMENDATION: **Approval**

STAFF CONTACT: Tim Burman, Planner Manager (386) 506-5675

PLANNING COMMISSION DATE: May 26, 2016 (Recommended Approval)

CRA/CITY COUNCIL DATE: August 11, 2016

INTRODUCTION:

The proposed amendments to the Port Orange Town Center (POTC) Redevelopment Plan would modify the location of the “project types” in Area 1 of the Riverwalk Planned Community Conceptual Development Plan (CDP) to continue implementing the redevelopment in the Riverwalk area. The CDP identifies zoning designations called “project types” for marina, hi-rise, mixed use, and recreational/conservation uses.

The POTC Redevelopment Plan (A Plan for Town Center) was originally adopted in 1998 and amended in 2007 and 2014. The Plan currently envisions the Riverwalk project area as a master planned walkable community along the Halifax River that includes commercial, office, residential, civic, and entertainment uses developed by a master developer. The original development concept for Riverwalk has changed in recent years from establishing a master plan for the entire Riverwalk area to approving smaller-scale plans for development of a specific area to achieve the Plan.

The current focus of the Riverwalk project is on development of areas with unified ownership. The property owner (Halifax River Partners) of the 11.9 acres¹ located between Ocean Avenue and Herbert Street has submitted a development proposal that consists of a restaurant with public access to the Halifax River, two (2) residential condominium buildings, a linear park with a 20-foot wide multi-purpose trail within the vicinity of the Halifax River, a 58-slip marina for motorized and non-motorized watercraft, two (2) marina multi-purpose support buildings, and required site improvements (parking, landscaping, stormwater, utilities, etc.).

The proposed development plan by Halifax River Partners (HRP) is dependent on several items that are currently scheduled to be considered by City Council in conjunction with

¹ The Cardwell Funeral Home property is included in this acreage. On March 15, 2016, the POTC CRA authorized the City Manager to sign the development applications for the Riverwalk project on behalf of the CRA as the owner the Cardwell Funeral Home property (3751 Ridgewood Avenue) included within the proposed Riverwalk project boundary.

this application. These requests include the Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan including the planned improvements in the MDA, the CRA transferring ownership of the Cardwell Funeral Home property (3571 Ridgewood Avenue) to HRP and vacating Halifax Drive, and in return, a 23-foot wide tract of land with a 20-foot wide multi-purpose trail/linear park would be dedicated to the City for pedestrian right-of-way, governmental and emergency vehicles, and for park purposes in the general area of the existing Halifax Drive.

The proposed marina, restaurant, linear park with a 20-foot wide multi-purpose trail, and two residential condominiums are generally consistent with components of the envisioned Riverwalk development. There is a major shift from a park area on the point to private development similar to the previous Sweetwater restaurant that used to be located there. This proposed concept received general support from the City Council and the Port Orange Town Center Redevelopment Agency at a joint workshop held in June 2014.

SUMMARY OF PROPOSED AMENDMENTS:

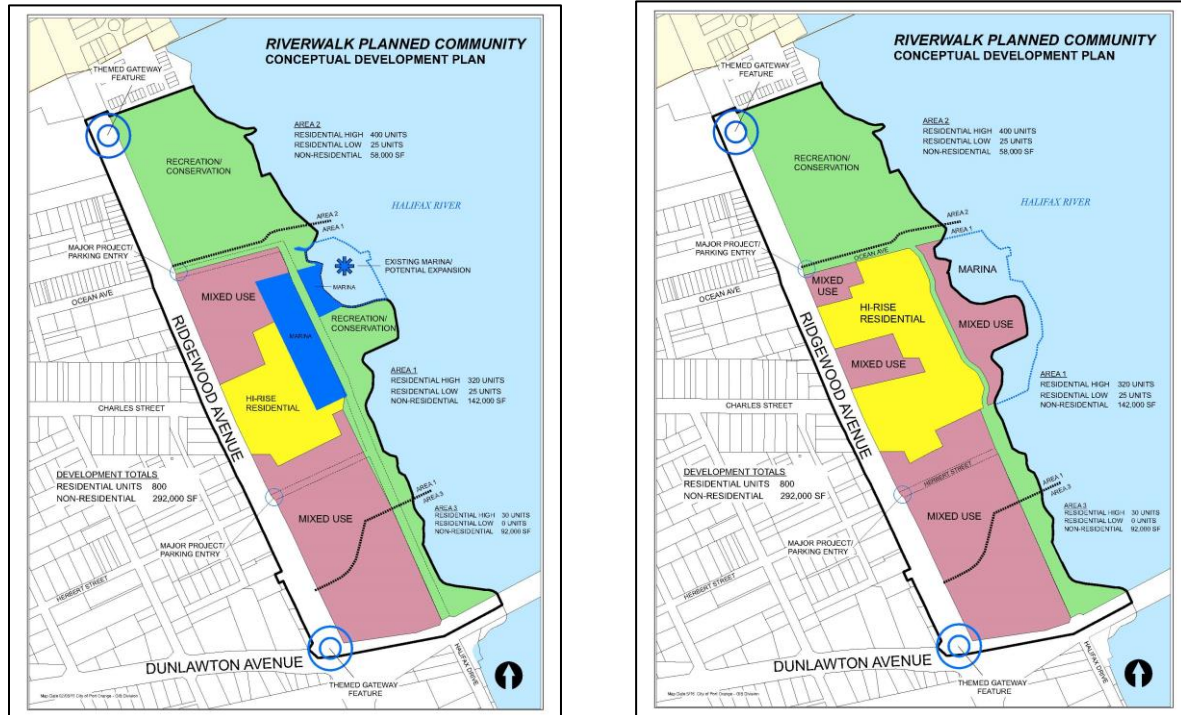
The CDP identifies zoning designations called “project types” for marina, hi-rise, mixed use, and recreational/conservation uses. The project types on the CDP do not align with the development plan submitted by Halifax River Partners (HRP).

The amendment to the CDP proposes to redistribute the various project types in Area1 as identified in Table 1 and illustrated in Figure 1. The proposed changes to the project types in Area 1 of the CDP include: 1) changing the area east of Halifax Drive from recreation/conservation and marina to mixed-use and expanding the marina area to the south of the point; 2) changing some of the area west of Halifax Drive from marina and mixed-use to hi-rise residential; and 3) showing the proposed alignment of the 23-foot wide tract of land with a 20-foot wide multi-purpose trail/linear park within HRP’s project area.

Table 1

Project Type	Current (acres)	Proposed (acres)	Net Change (acres)
Hi-Rise Residential	4.02	7.96	3.94
Mixed-Use	13.60	14.64	1.04
Marina	4.44	3.06	-1.38
Recreation/Conservation	15.08	12.76	-2.32
Totals	37.14	38.42	1.28 (addition of submerged land for marina)

Figure 1. Current and Proposed Riverwalk CDP



CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The proposed amendment is consistent with the intent of the Comprehensive Plan policies regarding the Riverwalk project being a walkable community along the Halifax River that includes commercial, office, residential, civic, and entertainment uses. The Comprehensive Plan states that development should create a unique riverfront location based on a healthy mix of entertainment, retail, office and housing uses and promote river-based activities and events to attract citizens and tourists.

RECOMMENDATION:

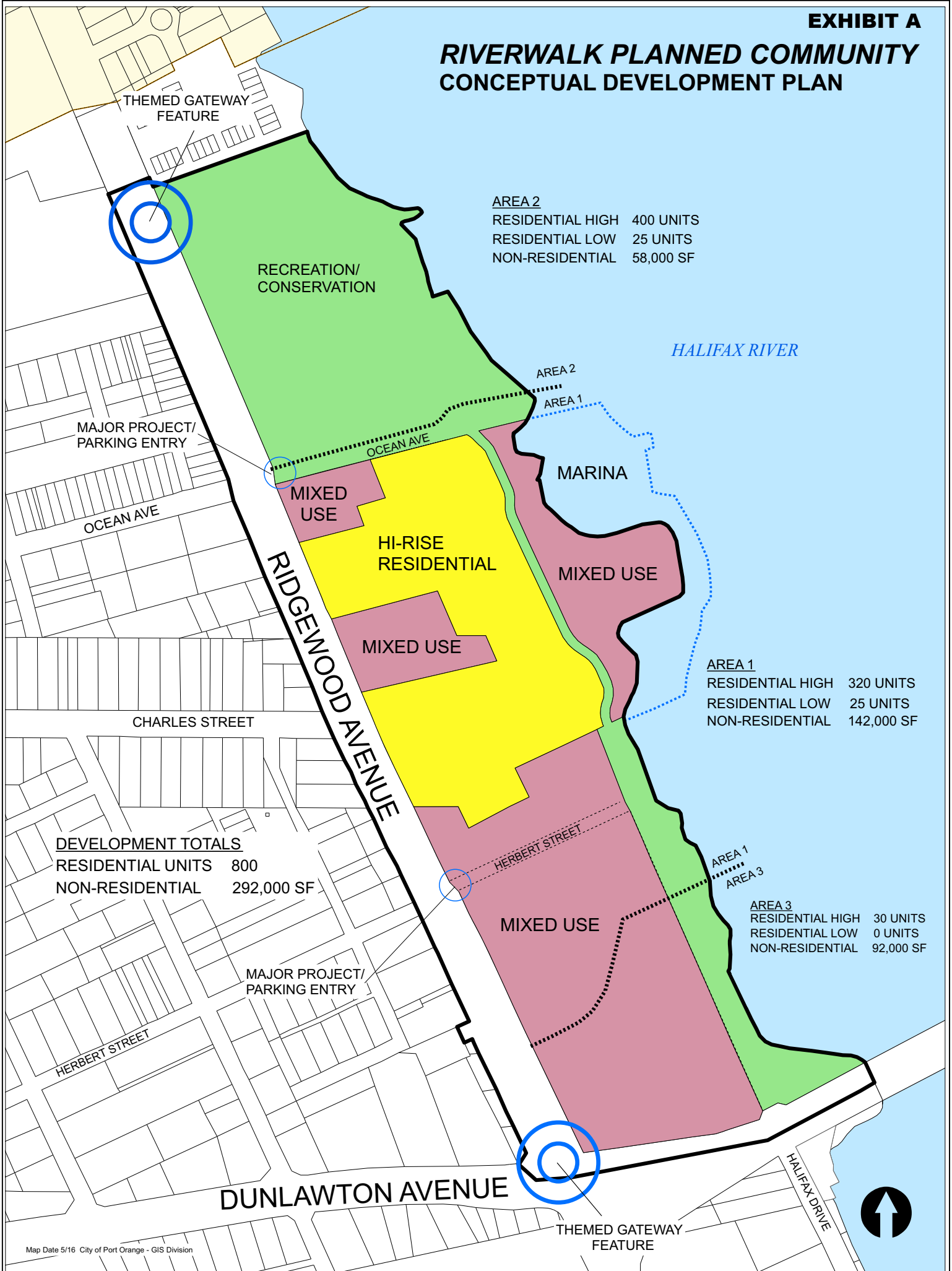
Approval of the proposed amendments to the Port Orange Town Center Redevelopment Plan (see Exhibit A).

ATTACHMENTS:

Exhibit A – Proposed Port Orange Town Center Redevelopment Plan, Riverwalk Planned Community Conceptual Development Plan

Exhibit B – Halifax River Partners proposed development concept plan

RIVERWALK PLANNED COMMUNITY CONCEPTUAL DEVELOPMENT PLAN





COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Ordinance No. 2016-15 – Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan, Case No. 16-40000003

DEPARTMENT: Community Development

RECOMMENDED MOTION: To find the proposed Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan, as set forth in Ordinance No. 2016-15, **consistent** with A Plan for Town Center, as approved by the CRA and adopted by the City Council, inclusive of all amendments to date, including Ordinance No. 2016-14, and subject to City Council adoption and approval of all agenda items in the meeting of August 11, 2016 and as otherwise approved by City Council.

SUMMARY: Planning Commission Action (5/26/16): Recommended approval of the Master Development Agreement and Conceptual Development Plan including the requested deviations from the Land Development Code (LDC).

The applicants are requesting to amend and restate the Riverwalk Marina and Riverboat Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The amendment and restatement of the MDA and CDP means that if adopted, the Riverwalk Amended and Restated MDA and CDP (see Ordinance No. 2016-15) will take the place of the existing MDA and CDP and the 1st and 2nd Amendments as a new document for the project area.

If approved, the Riverwalk Amended and Restated MDA and CDP will provide the regulatory framework to reconfigure 9 existing lots into 9 new lots and a 23-foot wide tract (Tract A) of land dedicated to the City for the public trail and park and it will provide for the development of the "Project Area Property" and 20-foot wide improved public trail along with associated infrastructure and stormwater improvements.

The proposed project is located along the Halifax River between Ocean Avenue and Herbert Street, and defined in the MDA as the Project Area Property. The proposed MDA states that the proposed development will consist of a public trail and park with a 20-foot wide improved public trail, a restaurant on the point property, two (2) residential condominium buildings, the existing 38-slip marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property), a 58-slip marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property), two (2) marina multi-purpose support buildings, the existing riverboat restaurant, and associated site improvements (parking, landscaping, stormwater, utilities, etc.).

At the May 26 Planning Commission meeting, language was proposed to establish the construction timing of the improved public trail and park. The applicants agreed to language being added to the MDA that requires construction of the public trail and park to begin within 2 years of the approval of the MDA and completion in 3 years subject to the applicants having the opportunity to request approval of a license agreement to use a portion of the existing sign at the northeast corner of Ridgewood Avenue and Dunlawton Avenue as a temporary off-site sign for proposed and existing uses within the Project Area Property.

The staff report is attached with more information including a description of the applicant's requested deviations.

ATTACHMENTS:

1.	Ord. No. 2016-15	Ord. No. 2016-15.pdf
2.	Staff Report	MDA STAFF REPORT 8-11 CC.pdf

Melanie Schmotzer	Created/Initiated - 07/29/2016
Wayne Clark	Approved - 07/29/2016
Margaret Roberts	Approved - 08/05/2016
M. Jake Johansson	Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE AMENDMENT AND RESTATEMENT OF THE RIVERWALK MARINA AND RIVERBOAT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY 11.9 ACRES LOCATED WITHIN THE PLANNED COMMUNITY-PORT ORANGE RIVERWALK (PC-R) DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to amend and restate the terms originally set forth in the Riverwalk Marina and Riverboat Master Development Agreement (“Original MDA”) recorded in Official Records Book 6786, Page 1099 of the Public Records of Volusia County Florida as modified by that certain First Amendment to the Riverwalk Marina and Riverboat Master Development Agreement recorded in Official Records Book 6978, Page 2478 of the Public Records of Volusia County Florida (First Amendment); and as further modified by that certain Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement recorded in Official Records Book 7243, Page 4442 of the Public Records of Volusia County Florida (Second Amendment); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Amendment and Restatement of the Riverwalk Marina and Riverboat (“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 unanimous vote recommended approval of the proposed Amendment and Restatement; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Amendment and Restatement of the Riverwalk Marina; and Riverboat "MDA" and "CDP".

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 Riverwalk Amended and Restated Master Development Agreement (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 take effect immediately upon City Council adoption of the Ordinance No. 2016-14 and Ordinance No. 2016-15.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on second reading on the _____ day of _____, 2016

Passed and adopted on second and final reading on the _____ day of _____, 2016

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Exhibit "1"

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

THIS RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA) (this "Agreement") is entered into by and between: Halifax River Partners, LLC, ("Owner/Developer") Josif Atanasoski, Manager, having a mailing address of 1800 North U.S. Highway 1, Ormond Beach, Florida 32174; the CITY OF PORT ORANGE, a Florida municipal corporation (the "City") having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129, who hereby agree and covenant as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide a comprehensive development plan for the Project Area Property as defined below. The Owner/Developer and City recognize that some portion of the Project Area Property was previously subject to the terms of the " Riverwalk Marina and Riverboat Master Development Agreement" recorded in Official Records Book 6786, Page 1099 of the Public Records of Volusia County Florida (Original MDA) as modified by that certain First Amendment To The Riverwalk Marina and Riverboat Master Development Agreement recorded in Official Records Book 6978, Page 2478 of the Public Records of Volusia County Florida (First Amendment) and as further modified by that certain Second Amendment To The Riverwalk Marina and Riverboat Master Development Agreement recorded in Official Records Book 7243, Page 4442 of the Public Records of Volusia County Florida (Second Amendment). This Agreement shall be an amendment to and restatement of, and shall supersede and replace the Original MDA, First Amendment and Second Amendment. This Agreement is approved pursuant to an Ordinance adopted under the requirements of the City of Port Orange Land Development Code (LDC).

2. PROJECT AREA PROPERTY.

The Owner/Developer's property that is subject to this Agreement consists of approximately 11.904 acres more or less, located east of Highway U.S. 1, south of Ocean Avenue and north of Herbert Street, within the municipal limits of the City of Port Orange. The property includes all or a portion of 9 upland parcels, Tax ID #'s 6303-10-02-0024, 6303-10-02-0041, 6303-10-02-0020, 6303-10-02-0023, 6303-10-02-0040, 6303-16-00-0011, 6303-16-00-0010, 6303-04-00-0010, 6303-04-00-0030 and all or portions of submerged land parcels, ID #Trustees of the Internal Improvement Trust Fund Instrument-131788 (Trustees of the Internal Improvement Fund Doc. #24138), ID #Trustees of the Internal Improvement Trust Fund Instrument -144127 (Trustees of the Internal Improvement Trust Fund Doc. #23195), and ID #Trustees of the Internal Improvement Trust Fund Instrument-129321 (Trustees of the Internal Improvement Fund Doc. #22020), and a submerged lands leasehold ID #Current Submerged Land Lease -346219 (Trustees of the Internal Improvement Fund Lease #640003824), all owned

by the Owner/Developer described above. The Community Redevelopment Agency for Port Orange Town Center (the "CRA") is the owner of that certain parcel of land having a Tax ID #6303-10-20-0030 (Cardwell Parcel) which is subject to a Property Exchange Agreement between Owner/Developer and the CRA in which fee simple title of the Cardwell Parcel may be conveyed to the Owner/Developer. The City is the owner of lands comprising a portion of the Right of Way of Halifax Drive (the City Parcel). Owner/Developer has applied for the vacation of a portion of Halifax Drive. The City Council resolution to vacate shall include a requirement for an effective date upon recording of the resolution simultaneous with the bonding of the Public Trail and Park (PTP) facilities and recording of the Deed of Dedication for the Public Trail and Park lands, referenced as Tract "A" on the proposed subdivision plat (hereinafter "PTP" or "Tract A,") and associated easements in the Public Records of Volusia County Florida. The replacement easements as approved by Florida Power and Light Company, AT&T, Brighthouse Cablevision and Teco Peoples Gas shall be attached to the resolution and the Owner/Developer shall deliver to the City fully executed recordable replacement documents at the time of city council consideration of the resolution. The Owner/Developer's property as described herein, the Cardwell Parcel, the City Parcel (excepting the 23 foot Public Trail and Park depicted as Tract A on the proposed subdivision plat) and the submerged land leasehold constitutes the "Project Area Property". The boundaries of the Project Area Property are more fully legally described on Exhibit "A", and the proposed lot configuration and improvements to the Project Area Property are depicted on the Conceptual Development Plan ("CDP"), Exhibit "B", each attached hereto and made a part hereof.

3. DEVELOPMENT PLAN.

- a. The Project Area Property shall generally be developed as a mixed-use project with two residential condominium buildings, a restaurant on the "point," marina, a 23 foot wide Public Trail and Park (PTP), two (2) multi-purpose marina buildings, riverboat restaurant, general commercial retail and office uses, off-site signage at the NE corner of Dunlawton Avenue and Ridgewood Avenue, and site improvements, including stormwater, utilities, landscape, on-site signage, parking, lighting, trail amenities and other improvements as depicted on the Conceptual Development Plan (CDP) prepared by Parker Mynchenberg & Associates, Inc. and dated August 4, 2016, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described herein.
- b. The Town Center CRA Riverwalk Conceptual Development Plan is attached hereto as Exhibit "C".
- c. The Development shall be exempt from Chapter 17, Section 30(b) (3), (4), (10), (11), (13), and (15) of the LDC.
- d. The Owner/Developer shall be required to obtain City Council's simultaneous approval of this Agreement and all documents set forth in this subparagraph 3d.:
 - i. Subdivision Improvement Agreement; and
 - ii. Deed of Dedication, fully executed and recordable, conveying lands to the City for a 23 foot wide parcel of land for the PTP, referenced on the proposed subdivision plat as Tract A.; and
 - iii. Easements fully executed and recordable, for public and private utilities, including access, maintenance, repairs, construction and operations; and
 - iv. Resolution of the City Council for the partial vacation of Halifax Drive; and

- v. Resolution of the City Council restricting a portion of Ocean Avenue lying east of the west right-of-way line for Halifax Drive as extended north to the northern right-of-way line of Ocean Avenue, providing that the area shall be restricted to public pedestrian use and governmental services; and shall be closed to public and commercial vehicular traffic; and
- vi. Deed to be held in escrow for the conveyance of Cardwell Parcel to Owner/Developer; and
- vii. Stormwater drainage easement serving the PTP; and
- viii. A fully executed and recordable partial release and consent and joinder for all entities that encumber the PTP lands, referenced on the proposed subdivision plat as Tract A, together with utility, landscaping, and storm drainage easement areas; and
- ix. Permanent construction, maintenance and repair easement for construction of improved public trail, fill dirt and landscaping in the event this Agreement does expire; and
- x. A fully executed and recordable blanket easement for public access to lots 1, 2, 3, 4, 5, 6, and 9, as set forth on the proposed subdivision plat, subject to hours of operation, notwithstanding the previous statement, if there is no structure for a business to operate on Lot 4 as shown on the proposed subdivision plat, then public access shall be freely given, subject only to terms set forth in the recorded easement as referenced herein.
- xi. All other documents as provided in this Agreement.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN.

- a. Development of the Project Area Property shall be controlled by the terms and conditions of this Agreement and the CDP. The CDP generally depicts the planned layout of improvements to the Project Area Property. Collectively, this Agreement and the CDP for the Project Area Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a particular subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.
- b. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modifications shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Owner/Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner/Developer may appeal the decision to the Planning

Commission. Appeals from the Planning Commission may be made to the City Council.

- c. In the event Owner/Developer is unable to obtain ownership of the Cardwell Parcel, as referenced herein, then this Agreement shall be of no further force or effect.
- d. In the event Owner/Developer is unable to complete the PTP by September 13, 2019, then Owner/Developer shall record a deed dedicating an additional five (5) feet on either side of the right of way for Halifax Drive to provide a fifty (50) foot right of way between Ocean Avenue and the property at 3738 Halifax Drive, unless otherwise approved by council. This provision shall survive and shall not terminate in the event that this Agreement expires.

5. PERMITTED USES

- a. See the Town Center CRA Riverwalk Conceptual Development Plan (Exhibit “C”) for general location of the Project Types. Shared parking facilities shall be permitted for all permitted uses within the Project Area Property.
- b. Hi-Rise Residential Project Type
 - i. Multi-family residential dwelling units up to 60 dwelling units/acre and ancillary retail, office and personal service uses, including, but not limited to, cafe, snack bar, bakery, deli, newsstand, ATM, hair salon, fitness center and florist.
 - ii. Permitted uses shall also include those allowed in the City of Port Orange’s Planned Community – Riverwalk (PC-R) Zoning District Hi-Rise Residential Project Type, as may be amended from time to time.
- c. Marina Project Type
 - i. Marina, recreational
 - ii. Customary accessory uses associated with a marina such as, harbormaster's office, one liveaboard residence for the harbormaster, retail sales, a boat brokerage office, including the mooring of boats for sale, water taxi service, motorized and non-motorized watercraft rentals, general maintenance of the riverboat restaurant including canopies, furniture, fixtures, and equipment, and other uses for a marina permitted by Chapter 17, Section 30(f) of the LDC, or which meet the criteria for accessory uses in Chapter 16, Section 1 of the LDC, except that Jet Ski rentals are prohibited.
 - iii. Restaurant (type A), including indoor and outdoor dining
 - iv. Only one restaurant on a U.S. Coast Guard documented vessel moored within the Project Area Property which shall be exempt from the prohibition in Chapter 9, Article III, Section 29 (b) of the LDC. In the event that the riverboat restaurant is no longer classified by the U.S. Coast Guard as a vessel, then the structure shall be required to comply with the State of Florida building code regulations.
 - v. Temporary Overnight Dockage on vessels docked at the marina. For purposes of this MDA, “Temporary Overnight Dockage” shall mean accommodation of vessels at docks where boat owners and their guests (with permission of the boat owner) are permitted to sleep overnight in a boat docked at the marina for a period of time not to exceed thirty (30)

consecutive days in any six month consecutive time period. Owner/Developer shall be required to provide water, electric utility services and sewage pump-out services to any vessel used for Temporary Overnight Dockage. Any Temporary Overnight Dockage shall be in compliance with federal, state and local laws as they apply.

d. Mixed-Use Project Type

- i. Restaurant, including food and alcoholic beverage sales in outdoor seating areas and with customary accessory uses associated with a destination restaurant, including banquets, wedding receptions, outdoor music/entertainment.
- ii. Public Trail and Park, including an improved public trail with amenities and such permitted uses and restrictions as set forth in a Deed of Dedication, which shall be considered by City Council simultaneous with this Agreement.
- iii. Private Club and/or Recreational Facilities amenity for the Marina and/or Residential Condominium, for the use by the Hi-Rise Residential condominium owners and/or Marina, including but not limited to dining facilities, real estate sales office, private gym facilities, pool/spa facilities, or a club house.
- iv. Customary uses associated with a marina such as, but not limited to, harbor master's offices, fuel operations, sanitary pump-out services, restrooms and shower facilities, boat brokerage office, and motorized and non-motorized watercraft rentals.
- v. Permitted uses shall be those allowed in the Planned Community - Riverwalk (PC-R) Zoning District - Mixed-Use Project Type, as amended from time to time.
- vi. Microbrewery: An establishment that produces specialized beers for sale on premises in a tap room, restaurant, or for sale in packages for later consumption off-premises via retail carry-out and/or through distribution. A microbrewery may also in conjunction with the sale of beer prepare and serve food. All Alcohol Beverage requirements set forth in Chapter 6 of Code of Ordinances shall apply.

e. Recreation/Conservation Project Type:

- i. Permitted uses shall also include those allowed in the City of Port Orange's Planned Community - Riverwalk (PC-R) Zoning District Recreation/Conservation Project Type, as may be amended from time to time.

f. All Project Types

- i. Special Events shall be permitted in accordance with the standards in the LDC for a "Special Event Permit" which shall be approved by the Administrative Official.

6. PHASING.

- a. Developer shall be allowed to continue to operate the riverboat restaurant and marina facilities with temporary parking, limited landscaping and modified

pedestrian requirements, subject to ADA requirements, as set forth within this subsection 6.a.:

i. Developer/Owner shall re-locate the temporary parking currently located on the east side of Halifax Drive right of way to the west side of Halifax Drive right of way on Lot 9 of the proposed subdivision plat (Lot 9) on or before June 13, 2018 or upon commencement of the Phase I improvements, whichever occurs first. This temporary parking lot shall serve the existing riverboat restaurant and existing marina during construction of the PTP, Phase I restaurant and permanent shared parking facilities. The temporary parking lot shall be constructed in conformance with the standards set forth herein and as approved by the City, requiring a stabilized shell or gravel parking lot with stormwater facilities, and an ADA compliant walkway from the temporary parking to the riverboat restaurant and marina facilities as shown on the approved subdivision construction plans. Prior to the commencement of construction of the PTP, Phase I restaurant and permanent parking facilities, the City shall inspect and approve the temporary parking area with the following minimum requirements at all times:

1. A stabilized surfaced shall be utilized for the drop off driveway; and
2. There shall be at all times 65 standard parking spaces, and 3 paved handicapped parking spaces; and
3. An ADA compliant pedestrian path/crossing shall be established at all times from the temporary parking facilities to the riverboat restaurant and marina; and
4. It is understood and agreed the temporary parking may shift in location within Lot 9 but at all times shall be in compliance with the temporary requirements set forth within this subsection 6.a.i.; and
5. Paving the surface of the temporary parking shall be completed prior to or simultaneous with the completion of the PTP. The allowance of the temporary parking shall expire upon completion of the Phase I improvements or on or before September 13, 2019 whichever occurs first; and
6. Temporary parking shall at all times be in compliance with the ADA; and
7. On or before June 13, 2018, Developer/ Owner shall provide a bond in the amount equal to 110% of the estimated engineers cost for construction of the temporary parking facilities; and
8. As required by the City's LDC and any other applicable governing agency.

- ii. Landscaping for the temporary parking facilities, as required by the LDC and this Agreement shall not be required during the terms set forth in this subsection.
- iii. Temporary lighting for the temporary parking area and designated pedestrian crosswalk and pathway to the riverboat restaurant and marina shall be required per the City's LDC and shall be inspected and approved in conjunction with the temporary parking facilities.
- iv. In the event that Developer/Owner fails to re-locate the temporary parking by date referenced in the above subsection 6.a.i., then Developer/Owner shall not be in compliance with the zoning laws of the City of Port Orange; shall not have the required parking; shall be in violation of the City's LDC; and shall be required to immediately cease operations of the marina and riverboat restaurant. If Developer/Owner fails to commence construction of the PTP, Phase I restaurant and permanent parking facilities located on Lot 9 within 2 years of the approval of this Agreement, then Developer/Owner shall be obligated to construct permanent parking on the west side of the Halifax Drive right of way or Tract A, which ever may apply, to serve the existing riverboat restaurant and marina, in full compliance with the City's LDC requirements. Developer/Owner shall cease operations of the riverboat restaurant and marina and said facilities shall remain closed for business until completion of permanent parking facilities are constructed, inspected and accepted by the City. The requirements within this section 6.a. shall survive the expiration of this Agreement.
- b. Final development of the Project Area Property shall consist of the existing improvements allowed to remain and those phased improvements all shown on the Phasing Plan attached hereto as Exhibit "D." Each phase shall be built so as to be consistent with this Agreement and the LDC. Individual phases or sub-phases may be submitted for approval through the City's site plan process. Each proposed phase shall be required to install all necessary infrastructures, including all necessary easements and dedications, in order to stand alone, with the support of previously built phases.
- c. Each phase shall make provisions for allowing connection of the remaining phases and contain such reservations, easements and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith. If the Project Area Property is developed in phases, the Owner/Developer may grade and clear roads, parking areas, easements, building pads, construct stormwater improvements, and install utilities for future phases so long as such grading and clearing is done pursuant to a valid permit from the City and the St. Johns River Water Management District, FDEP, or other required review agencies and in accordance with this Agreement.
- d. Prior to the issuance of a Certificate of Occupancy or Certificate of Completion for any new improvements within the Project Area Property, the 23-foot PTP with all improvements serving the PTP shall be completed, inspected and accepted by the City.
- e. Prior to commencement of any site improvements and prior to plans stamped "Approved for Construction," the Owner/Developer shall provide original, executed, recordable documents as set forth in this subparagraph 6f.

- i. Payment and Performance Bond, letter of credit, or cash deposit in an amount guaranteeing the completion of the PTP, all public site or subdivision improvements intended to serve the public for all phases of the development, including fill dirt, a 20 foot wide surface for the improved trail, landscaping, lights and stormwater for that phase of the development, benches, trash receptacles, utilities and all other improvements intended to serve the public.
 - ii. Payment and Performance Bond, letter of credit, or cash deposit guaranteeing the completion of the Cardwell property demolition and site improvements related to Phase I to the Cardwell property as set forth on plans stamped "Approved for Construction," and for lease payment loss of revenue for two years to the City as liquidated damages in the event that the construction of the PTP is not completed within three (3) years of approval of this Agreement by the City.
 - iii. Temporary construction easement for Cardwell and the PTP.
 - iv. Note, additional documents may be included based upon final language for all documents.
- f. Phase I will consist of the following improvements:
 - i. All the improvements on the "point" extending into the intracoastal river within the mixed-use area except for the 2 multi-purpose marina buildings and the 58 slip marina.
 - ii. The shared permanent parking facilities as shown on the CDP, attached hereto as Exhibit "B," located on Lot 9 as shown on the proposed subdivision plat.
 - iii. The PTP, including landscaping within the utility corridor, lights, stormwater, benches, trash receptacles, and other amenities.
 - iv. Off-site work on the portion of Ocean Avenue to complete the PTP to the north side of the Ocean Avenue right-of-way where the PTP continues into the City's Riverwalk Park.
 - v. Necessary utilities to service all proposed lots indicated on the Conceptual Replat, incorporated herein by reference and attached hereto as Exhibit "E" and utilities to maintain service to off-site property currently served with laterals on the Project Area Property.
 - vi. All stormwater improvements serving all phases except for structures and dry retention in the two condominium tower parking areas.
 - vii. Landscaping, except around the condominium tower footprints and condominium parking areas.
 - viii. Demolition of Cardwell structures, including the building, surface and all subsurface structures and soils.
 - ix. Temporary parking for the existing riverboat restaurant and marina as described in Section 6.a.i.
- h. Phase II shall include the construction of one condominium tower and associated site improvements including parking lot, landscaping, stormwater dry retention areas and other required improvements as required by the plans stamped, "Approved for Construction."

- i. Phase III shall include the construction of the second condominium tower and associated site improvements including parking lot, landscaping, stormwater facilities and other required improvement as required by the plans stamped, "Approved for Construction."
- j. Phase IV shall include the construction of the southern marina, multi-purpose marina buildings, and other associated site improvements as required by the plans stamped, "Approved for Construction."
- k. Phase V shall include the construction of the multi-purpose marina building and the expanded marina on the north end of the Project Area Property. The Phase V improvements can be built in any phase so long as such improvements are in compliance with all parking and other regulatory agency requirements.

7. SUBDIVISION

a. The Project Area Property proposed lot layout is depicted on the Conceptual Replat Plan of Riverwalk at Port Orange (Plat) attached hereto as Exhibit "E." Lot dimensions shall be set forth on the plat as required by law. The platted lots shall be exempt from the LDC minimum lot size and width requirements. Concurrently with the recording of the Plat the Owner/Developer shall record in the Public Records of Volusia County, Florida, a Declaration of Covenants Restrictions and Easements for Riverwalk at Port Orange and a Reciprocal Easement Agreement (REA) benefitting each platted lot within the Project Area and providing legal access, cross access, parking and drainage rights. Platted lots shall not be required to be contiguous to a vehicular public right of way.

b. All lots within the subdivision shall have non-vehicular access to a street dedicated to public use which has been accepted for maintenance by Volusia County, the City of Port Orange, or the Florida Department of Transportation. Where the lots in the proposed subdivision are not adjacent to a public street with vehicular access, the Owner/Developer shall provide vehicular access and pedestrian access easements across Lot 9 for property owner access, and for government and utility services in accordance with the requirements set forth herein and the resolutions of the city.

c. The Owner/Developer has applied to the City for the vacation of Halifax Drive right of way within the Project Area Property. As a condition to the effective date of a resolution partially vacating Halifax Drive, Owner/Developer shall record the Deed of Dedication conveying to the City the Public Trail and Park lands labeled as Tract A on the proposed subdivision plat along with associated access, utility and drainage easements. The Owner/developer shall obtain financing and bonding prior to the resolution being effective. Upon the vacation of Halifax Drive the City shall release the unity of title agreements previously recorded in the public records that impact parcels/lots within the Project Area Property.

d. All utility facilities associated with Phase I of the Phasing Plan, including but not limited to stormwater facilities, water, sewer, reclaimed water and sewer service lines to adjacent lots, and access shall be constructed and be approved and accepted by the City prior to the recording of the Plat in the Public Records of Volusia County Florida or shall be constructed in accordance with the site/subdivision improvement agreement. Any improvements not

constructed and accepted by the City shall be bonded off as a condition of Plat recording and per Florida Statute.

e. Easement for public pedestrian, access, utilities, construction, maintenance, government and emergency services purposes shall be delineated on the plat and Official Book and Page space shall be shown.

f. Easements to the City for public access across Lots 1, 2, 3, 4, 5, 6 and 9 shall be noted on the plat and by separate instrument to be recorded in the Public Records, Volusia County, Florida.

8. CONFORMANCE WITH COMPREHENSIVE PLAN.

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

9. PROPERTY MAINTENANCE.

a. In the Declaration of Covenants and Restrictions for the Project Area Property, the Owner/Developer shall establish a property owner's association comprised of the property owners within the Project Area Property (Association) and shall establish the percentage interest for each subdivided Lot in the common facilities and shared rights and responsibilities. The Association shall be solely responsible for the operation, maintenance and control of all facilities, parking lots, stormwater retention/detention facilities, landscaping, and utilities, all within the Project Area Property, as provided in this Agreement and subject to all documents of record. The Association shall also enforce any restrictions established by this Agreement. The covenants and restrictions governing the Association and the Project Area Property shall be executed and recorded in the public records of Volusia County, Florida and run with the land. The City shall be responsible for the maintenance, repair and replacement of all improvements within the PTP lands, labeled as Tract A on the proposed subdivision plat, as conveyed to the City under the Deed of Dedication, referenced herein.

b. If the Association fails to perform the maintenance, repair or replacement, as necessary, on the stormwater retention/detention and drainage facilities, the City shall have the right to enter upon the Project Area Property to provide the maintenance, repair, or replacement of the stormwater retention/detention and drainage facility, and shall have the right to lien all owners of record in the Project Area Property for the cost of such maintenance, repair, and replacement as the City may deem necessary. The Declaration of Covenants and Restrictions shall authorize the voluntary special assessment.

10. UTILITIES.

- a) Potable water and sewer lines for the Project Area Property shall be designed and built in compliance with all applicable City laws, ordinances, resolutions and regulations.
- b) All utilities internal and serving the Project Area Property beyond the connection to the City's system are private and shall be maintained by the Association on behalf of the successor lot owners within the Project Area Property.

- c) Underground electric service for the walkway lights shall be provided by the Owner/Developer for installation. Maintenance, payment for power, and subsequent replacement of said walkway lights shall be the responsibility of the City.
- d) Potable water and sanitary sewer within the utility corridor easement shall be maintained, repaired and replaced by the City.
- e) Owner/Developer shall construct adequately sized water line, sanitary gravity line, sanitary force main and effluent reuse main lying east of the condominium structures to serve the development as required by the plans stamped "Approved for Construction."

11. STORMWATER FACILITIES.

a) Stormwater retention/detention facilities to service the Project Area Property shall be designed and built in conformance with the Conceptual Development Plan and all applicable off-site property easements, Federal, State and local laws, ordinances, resolutions and regulations, including the environmental provisions thereof.

b) The drainage improvements shall include those improvements necessary to handle stormwater runoff resulting from any impervious development undertaken during the development of the Project Area Property. The Project Area Property is exempt from 100 year storm compensatory storage requirements pursuant to Ordinance No. 2014 - 2_ and LDC Chapter 8, Article III, Section 9(c)(6)..

c) The Association shall be responsible for the operation and maintenance of the stormwater drainage, retention/detention systems serving the area within the project boundaries and as depicted on the Conceptual Development Plan for this development. Should the Association or their successors and assigns, fail to perform the maintenance of the drainage and stormwater management systems, the City shall be entitled to enter upon the property and designated easement areas to perform maintenance, repair or replace the facilities; and shall have the right to lien all owners of record in the Project Area Property for the cost of such maintenance, repair, and replacement, as deemed by the City to be necessary. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system will be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and be approved by St. Johns River Water Management District (SJRWMD) or FDEP prior to such termination, dissolution or liquidation.

12. BONDING.

a. Prior to commencement of construction, a separate bond, letter of credit, or cash guarantee shall be provided by the Owner/Developer to the City for 110% of the estimated cost of completion for the PTP, including landscaping, fill-dirt, lighting, stormwater facilities, benches, trash receptacles, utilities and all other improvements intended to serve the public within the PTP lands, labeled as Tract A on the proposed subdivision plat.

b. Prior to the earlier of the following: (1) demolition of the Cardwell property, or (2) commencement of Phase I construction, a separate bond, letter of credit or cash deposit shall be provided by the Owner/Developer to the City guaranteeing the completion of the demolition and construction of site improvements to the Cardwell property as set forth on plans stamped "Approved for Construction," and two times the amount of the annual net income for the Cardwell property along with a timing requirement that Phase I of the project shall be complete within 12 months from the commencement of construction. If construction of Phase I is not complete within the allotted time, then Owner/Developer shall be responsible for paying to the City the amount of two times the annual income of the Cardwell property.

c. Developer/Owner shall meet all bonding requirements for on-site and off-site improvements as required by the City's LDC and Florida Statute and as by any other law as may apply.

13. ON-SITE and OFF-SITE IMPROVEMENTS.

a. On-site and off-site improvements for the PTP and other site improvements serving the public shall require a Subdivision Improvement Agreement and bonding as provided in paragraph 12 above.

b. The off-site improvement on a portion of Ocean Avenue right-of-way shall be necessary and required in order to connect the PTP from the Project Area Property on the south side the Ocean Avenue right-of-way to the sidewalk path entryway into Riverwalk Park, located on the north side of the Ocean Avenue Right-of-way. The off-site improvement on a portion of the U.S. 1 right of way shall be necessary to construct turn lanes into and out of the Project Area Property and to construct a 12 foot wide sidewalk within and adjacent to the U.S. 1 right of way.

14. PUBLIC TRAIL AND PARK.

a. The Developer shall convey to the City the property referenced as the Public Trail and Park, ("PTP" or "Tract A"), pursuant to the Deed of Dedication. Said deed conveying a 23 foot wide parcel, shown on the proposed subdivision plat as Tract A, with restrictions of vehicular access and subject to replacement easements for city utilities and a replacement easement for other utility companies as referenced herein. Developer/Owner shall construct underground electric service, lighting, landscaping, and stormwater drainage; and provide the City easement rights for construction, maintenance, repair, and government/emergency services. Tract A shall be released from any mortgage obligations and a consent and joinder from any entity encumbering the lands within Tract A shall be required.

b. Appearance of the PTP shall be consistent with the surface improvements for the pedestrian walkway located in Riverwalk Park. The minimum width of the surface of the improved public trail referenced in Phase I of this Project shall be 20 feet in width.

c. The City shall maintain the hardscape portion of the PTP.

15. LANDSCAPING.

- a. It shall be the responsibility of the Association to maintain the landscaping within Project Area Property in a neat and well-maintained manner, consistent with the approved site plan and the City's LDC.
- b. Landscaping shall be irrigated initially with on site irrigation wells. Values, mains and heads will be designed to use reclaimed water when available to the project area. Irrigation systems shall be constantly maintained to minimize waste of water due to loss of sprinkler heads, broken pipes or misaligned nozzles.
- c. All landscape buffers, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the LDC, except for the following:
 - i. There are no existing historic trees within the Project Area Property. Due to the extensive fill required to develop the Project Area Property the existing trees and natural vegetation may be removed and replaced with new trees and vegetation. The Project Area Property shall be exempt from the requirement to preserve existing trees and natural vegetation, 15% tree preservation requirement and mitigation under Chapter 9 and 13 of the LDC, unless otherwise approved by the city council. Landscaping for the Project Area Property shall be enhanced utilizing natural land features, aesthetics and additional plantings with special attention for the preservation and protection of the Mangroves located in Project Area Property.
 - ii. The Project Area Property shall be exempt from the minimum five (5) foot perimeter interior landscape buffer width along internal platted lots as required under the LDC.
 - iii. The Project Area Property shall be exempt from a ten (10) foot landscape buffer along Ocean Avenue. The landscape buffer along Ocean Avenue shall be a minimum of six (6) feet with an average width of ten (10) feet and planted with the LDC required plantings for a 10-foot-wide buffer.
 - iv. A conceptual landscape plan of the area along the PTP is attached hereto as Exhibit "F."
 - v. The Project Area Property shall be exempt from the specimen tree retention requirements contained in the LDC.

16. ARCHITECTURAL / DESIGN STANDARDS.

All buildings and accessory structures on each lot within the Project Area Property shall be developed in compliance with this Agreement and the Conceptual Development Plan. The

proposed buildings on the Project Area Property shall be developed in substantial conformance with a common "modern nautical" or Florida Vernacular architectural theme. Buildings and Shade structures shall have an architectural design in substantial conformance to the "modern nautical" architectural theme and architectural elevations shown on Exhibit G attached hereto. Architectural design features and elements may change but the overall design will need to be consistent with the modern nautical or Florida Vernacular architectural style as determined by the Administrative Official. Multi colored canvas awnings and tensile shade structures are permitted within the Project Area Property. All buildings and accessory structures which are clearly visible from rights-of-way, public areas of adjoining properties, and the Halifax River, shall be designed with full architectural treatment on all visible sides. The general appearance improvements within the Project Area Property shall be reviewed and approved as part of the final site plan approval.

17. SIGNAGE.

a. Except as otherwise set forth in this Agreement the signage for Project Area Property shall be in compliance with the terms set forth in the City of Port Orange's LDC Chapter 15.

- i. Signage shall be allowed on the Seawall for Lots 4 and 6.
- ii. Vessel Signage. Signage on a vessel shall be in compliance with the following requirements as depicted on Figure A below.

1. Maximum sign area for the entire vessel: Multiply the length of the vessel by 2 square feet.

2. Maximum sign height: 25% of the height of the vessel. Height is measured from the main deck to the top of the cabin, including any upper deck roof structure or canopy.

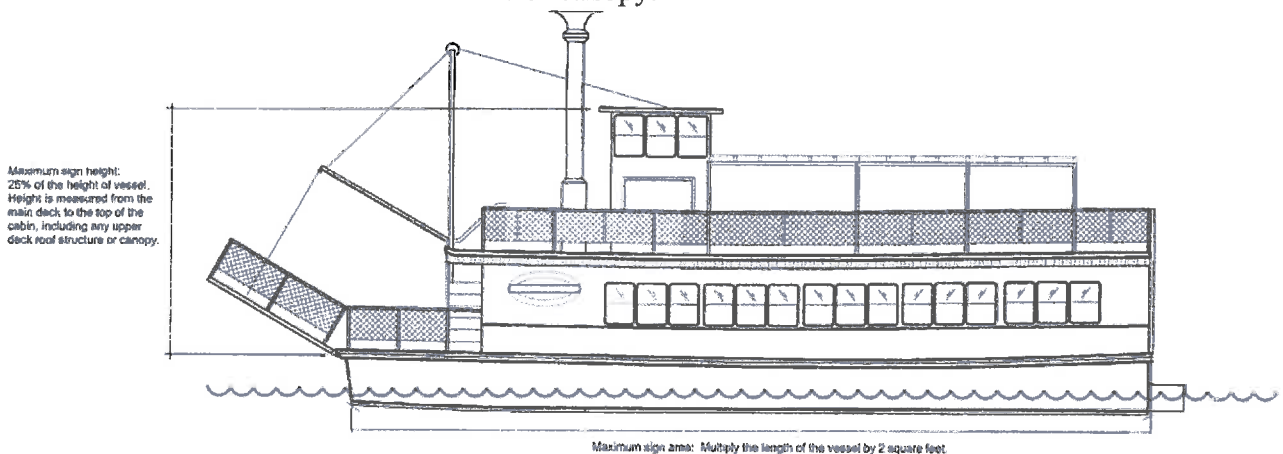


FIGURE A
VESSEL SIGNAGE REQUIREMENTS

- iii. Signage within the Project Area Property and offsite signage shall be consistent with the design theme and dimensions as depicted on the Signage Plan attached hereto as Exhibit "H."
- b. Any offsite signage on CRA or City owned Property shall be subject to a license agreement. Simultaneous with approval of this Agreement, the CRA shall consider providing the Owner/Developer with a temporary license agreement for the installation of offsite signage, landscaping, lighting and irrigation at the northeast intersection of Dunlawton Avenue/Ridgewood Avenue. Developer/Owner may apply for offsite signage at the northeast corner of Halifax Drive/Dunlawton Avenue. All maintenance, repair and replacement of the offsite signage shall be the responsibility of the Owner/Developer. In the event the Owner/Developer fails to maintain the offsite signage improvements then the CRA or City may, in its sole discretion, terminate the license agreement and the Owner/Developer shall be required without further notice, to remove such offsite signage improvements immediately upon termination of the license at the Owner/Developer's expense. The CRA or City shall have the right but not the obligation to remove offsite signage improvements if Owner/Developer fails to do so and the CRA or City shall be entitled to all expenses associated with the removal of the offsite signage improvement from the Owner/Developer. The license agreement shall terminate five years from the effective date of this Agreement unless parties mutually agree to renew said license agreement or, if not sooner terminated as provided for in the license agreement.
- c. Off -Site signage within Project Area Property shall be allowed on the Lot 9 located along Ridgewood Avenue to advertise the marina and accessory uses associated with the marina and the riverboat boat restaurant, per the signage plan attached hereto as Exhibit "H" and subject to requirements of the City's LDC.

18. PARKING.

Parking shall be in compliance with the requirements in the LDC unless modified herein.

- a. Parking Requirements:
 - 1) Marina -1 Space per 3 Slips
 - 2) Hi-rise Residential - 1.5 Space per Unit
- b. Standard parking stall shall be 9' wide x 19' long
- c. Prior to the completion of Phase I, the recorded Reciprocal Easement Agreement (REA) shall provide shared parking for the benefit of platted lot owners for Lots 1, 2, 3, 4, 5, 6 and 9 within the Project Area Property. The shared parking will be located on a platted lot within the Project Area Property but said shared parking may be located on a different platted lot from the lot on which the improvements are located.
- d. Prior to the issuance of a certificate of occupancy for the Phase I restaurant or September 13, 2019, whichever date is earlier, Owner/Developer shall complete permanent parking facilities for the Riverboat Restaurant and Marina. Upon failure to comply with this requirement, the restaurant and marina shall immediately suspend operations of the riverboat restaurant and marina until

completion of the parking improvements and associated improvements, as required by the City's LDC have been approved by the City.

- e. The Owner/Developer shall provide a temporary parking facility for the Riverboat restaurant and marina as described in section 6.a.

19. SITE LIGHTING.

a. The lighting of the Project Area Property will utilize a number of different lighting effects and techniques to create a pleasant and inviting atmosphere for the patrons and owners. The architecture may be highlighted to accentuate specific features and elements at night. The landscape may be highlighted to create interest and provide a space that is relaxing and comfortable at night.

b. The Hardscape/Landscape of the Project Area Property will utilize a number of different effects and techniques to create a pleasant and inviting atmosphere for the patrons and owners. Including but not limited to decorative poles, bollards, optic pavers, railing or bridge mounted luminaries, step lights, gazebo elements, tree lighting, string lights, and any other method of lighting to create a festive feel to the Project Area Property. All lighting within the Project Area Property, including but not limited to any tree or string lighting shall comply with the National Electric Safety Code.

c. Temporary Lighting. In addition to lighting improvement set forth in the site plan and/or subdivision plan, temporary lighting may be installed for special events located on the Project Area Property, including but not limited to string Christmas/holiday lighting, temporary vendor lighting, or additional temporary pedestrian/sidewalk lighting. All temporary lighting within the Project Area Property, including but not limited to any tree or string lighting shall comply with the National Electric Safety Code.

d. The walklights (pole and fixture) installed along the improved public trail within the PTP shall be the same color, style, height, and constructed of the same material as the walklights installed in Phase 1A and 1B of Riverwalk Park (located north of the Project Area Property). Owner/Developer shall install the walklights with a maximum of 75 feet of separation.

20. TRANSPORTATION CONCURRENCY.

The Project Area Property is located within the TCEA established for the Port Orange Town Center Redevelopment Area and is thus exempt from the concurrency review procedures of Chapter 4, Section 2 of the LDC. Owner/Developer shall submit a traffic impact analysis (TIA) to the City. Owner/Developer shall be exempt from participating in the transportation system management and transportation demand management programs under the LDC Chapter 17, Section 30 (b) (9) (a-d), except Owner/Developer shall pay customary City transportation impact fees, including but not limited to, the additional 5% transportation impact fee associated with the Port Orange Riverwalk PC-R District unless otherwise approved by the city council.

21. EFFECTIVE DATE/EXPIRATION.

a. The effective date of this Agreement shall be upon the recording of the Agreement, and the recording shall occur within 30 days of the City Council approval. If all improvements in Phase I are not commenced by September 13, 2018 and completed by September 13, 2019, then this Agreement shall expire, except as otherwise extended. The city council may consider the Developer/Owner's timely request for an ordinance amendment to extend the time for expiration of this Agreement. The Owner/Developer, their successors or assigns, shall not be relieved of the prior obligations to develop infrastructure, landscaping, or any other common features required to serve the existing Riverboat Restaurant and marina as provided in Paragraph 6.a. of this Agreement., This obligation shall survive and shall not terminate in the event that this Agreement expires. Once construction commences on Phase I all construction activities associated with Phase I shall be completed within twelve (12) months.

22. DIMENSIONAL REQUIREMENTS AND DEVELOPMENT DATA TABLE:

All dimensional requirements in the LDC for the Mixed-Use and Hi-Rise Project Types shall apply except for the following:

- a. Maximum building height in the Hi-Rise Project Type shall be 15 stories of residential over two levels of parking not to exceed 175 feet from required finished floor elevation excluding architectural appurtenances (spires, cupolas and other architectural structures) which may extend and additional 30 feet in height

23. AMENDMENTS.

- a. Amendments to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
- b. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's Option, one of the public hearings may be held by the Planning Commission.
 - i. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner/Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
 - iii. The day, time and place at which the second public hearing shall take place shall be announced at the first public hearing.
- c. The notices required above shall specify the location of the Project Area Property, the location of that portion of Project Area Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

- i. Changes to permitted, conditional, and/or prohibited uses are proposed.
 - ii. Changes to building intensities and/or height are proposed.
 - iii. Changes required by law shall be included in the notice.
- c. All notices shall specify a place where a copy of the proposed amendment can be obtained.

24. PUBLIC RECORD.

The Parties agree that this Agreement shall be recorded in the Public Records of Volusia County, Florida, at Owner/Developer's expense. The provisions of this Agreement shall constitute covenants running with the land applicable to all of the Project Area Property described herein or any portion thereof. This Agreement shall inure to the benefit of the parties and the Project Area Property, and shall be binding upon any person, firm, corporation or other legal entity that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Project Area Property or any portion thereof, except in the event of an expired Agreement as set forth in paragraph 11.

25. SEVERABILITY.

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.

26. 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 and procedures 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 or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

27. COMPLETE AGREEMENT

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the Project Area 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.

28. EXHIBITS

The following Exhibits are to be provided with the MDA:

- a. Exhibit A - Legal Description
- b. Exhibit B - CDP
- c. Exhibit C - Town Center CRA Riverwalk Conceptual Development Plan pursuant to Ordinance No. 2016 -14
- d. Exhibit D - Phasing Plan

- e. Exhibit E - Conceptual Replat Plan
- f. Exhibit F- Conceptual Landscape Plan
- g. Exhibit G- Architectural Elevations
- h. Exhibit H - Signage

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto attached their hands and seals this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESS:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Allen Green, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, CMC
City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by ALLEN GREEN, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City, personally known to me and who did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, CMC, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City, personally known to me and who did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESS:

Signature

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

Exhibit "A"
(Legal Description)

A PORTION OF LOTS 1, 2, AND 3, THOMAS SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOTS 1 AND 2, TOGETHER WITH LOTS 2 THROUGH 4 AND A PORTION OF LOTS 5 AND 6, BLOCK 2, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LAND AND SUBMERGED LAND LYING EAST OF SAID LOTS 2 THROUGH 6, AND TOGETHER WITH A PORTION OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOT 1 AND TOGETHER WITH A PORTION OF BLOCK C, WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

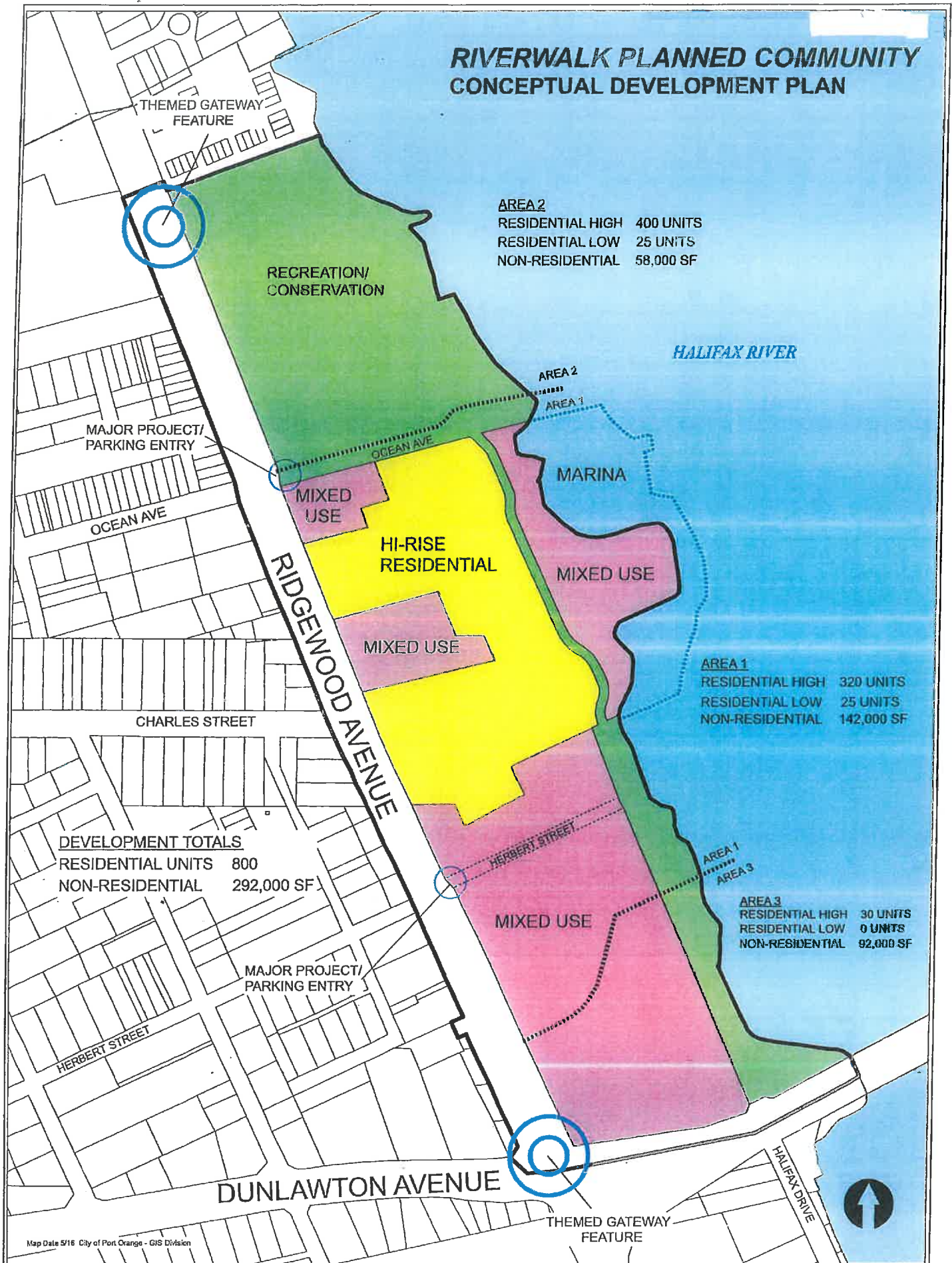
BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 (RIDGEWOOD AVENUE), A 100 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ROAD NO. 5, SECTION 7901-278 WITH THE NORTH LINE OF SAID BLOCK C, WILSON'S MAP OF PORT ORANGE; THENCE ALONG SAID EAST RIGHT OF WAY LINE N25°18'39"W, 306.43 FEET; THENCE, DEPARTING SAID EAST RIGHT OF WAY LINE, N77°29'12"E, 337.91 FEET; THENCE N25°24'59"W, 74.27 FEET TO A POINT IN THE SOUTH LINE OF AFORESAID H.P. HAND TRACT; THENCE ALONG SAID SOUTH LINE, S89°12'06"W, 45.83 FEET; THENCE DEPARTING SAID SOUTH LINE, N25°16'50", 123.07 FEET TO THE NORTH LINE OF LOT 5, BLOCK 2, SAID H.P. HAND TRACT; THENCE ALONG SAID NORTH LINE OF LOT 5, BLOCK 2, S75°10'03"W, 287.01 FEET TO THE EAST RIGHT OF WAY LINE OF AFORESAID STATE ROAD NUMBER 5 (RIDGEWOOD AVENUE); THENCE ALONG SAID EAST RIGHT OF WAY LINE, N22°52'03"W, 200.43 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF (1/2) OF LOT 2, BLOCK 2, SAID H.P. HAND TRACT; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN THENCE ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF LOT 2, N74°57'19"E, 142.16 FEET; THENCE N23°35'16"W, 50.41 FEET TO THE NORTH LINE OF SAID LOT 2, BLOCK 2, SAID H.P. HAND TRACT; THENCE ALONG SAID NORTH LINE, N75°00'39"E, 104.03 FEET; THENCE DEPARTING SAID NORTH LINE, N25°26'04"W, 101.96 FEET TO A POINT IN THE NORTH LINE OF AFORESAID LOT 3, THOMAS SUBDIVISION; THENCE N74°55'47"E ALONG THE NORTH LINE OF SAID LOT 3 AND ALONG THE NORTH LINE OF LOT 1, SAID THOMAS SUBDIVISION AND THE EASTERLY EXTENSION THEREOF, 479.46 FEET TO THE CITY OF PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND CENTRAL ANGLE OF 1°52'13" WITH A CHORD BEARING S61°30'44"E; THENCE IN A SOUTHERLY DIRECTION ALONG SAID BULKHEAD LINE AND THE ARC OF SAID CURVE, 22.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 22°22'06" WITH A CHORD BEARING S57°49'05"E; THENCE CONTINUING ALONG SAID PORT ORANGE BULKHEAD LINE AND THE ARC OF SAID CURVE, 117.12 FEET TO THE INTERSECTION OF SAID BULKHEAD LINE WITH THE NORTH LINE OF A TIITF (TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND) LEASE, NUMBER 640003624 AS RECORDED IN OFFICIAL RECORDS BOOK 5922, PAGE 1350 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S75°01'03"W, 204.65 FEET; THENCE S34°12'06"E, 1.51 FEET; THENCE S19°14'08"E, 21.25 FEET; THENCE S01°00'57"E, 22.65 FEET; THENCE S56°43'50"E, 5.09 FEET; THENCE S20°01'49"E, 9.29 FEET; THENCE S09°34'22"E, 39.26 FEET; THENCE S29°57'06"E, 7.36 FEET; THENCE S51°56'05"E, 23.40 FEET; THENCE S45°54'51"E, 32.42 FEET TO A POINT IN THE SOUTH LINE OF SAID TIITF LEASE, NUMBER 640003624, SAID POINT ALSO LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 24138 (1723-64); THENCE ALONG SAID LINE, N74°47'53"E, 223.54 FEET TO A POINT ON THE AFORESAID PORT ORANGE BULKHEAD LINE; THENCE ALONG SAID BULKHEAD LINE, S25°52'25"E, 100.56 FEET TO A POINT ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE ALONG SAID NORTH LINE, S82°44'59"E, 33.31 FEET TO THE EAST LINE OF SAID TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE ALONG SAID EAST LINE, S23°14'59"E, 42.00 FEET TO THE SOUTH LINE OF SAID TIITF DEED NO. 23195 (1212-64) SUPPLEMENTAL; THENCE S72°14'59"W ALONG SAID SOUTH LINE, 26.41 FEET TO A POINT IN AFORESAID PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 19°41'21" WITH A CHORD BEARING S12°49'37"E; THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE AND BULKHEAD LINE, 103.09 FEET TO THE SOUTH LINE OF AFORESAID TIITF DEED NO. 24138 (1723-64); THENCE ALONG SAID SOUTH LINE, S64°37'53"W, 148.27 FEET; THENCE DEPARTING SAID SOUTH LINE, S55°53'47"W, 7.27 FEET; THENCE S42°09'17"W, 22.29 FEET; THENCE S24°16'07"W, 7.11 FEET; THENCE S77°19'19"W, 6.64 FEET; THENCE S24°41'40"E, 6.50 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN TIITF DEED NO. 21998 (232-64); THENCE ALONG SAID NORTH LINE, N64°45'24"E 179.09 FEET TO A POINT ON AFORESAID PORT ORANGE BULKHEAD LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET AND CENTRAL ANGLE OF 19°44'56" WITH A CHORD BEARING S11°01'04"W; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 103.40 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND CENTRAL ANGLE OF 12°16'22" WITH A CHORD BEARING S14°51'48"W; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID BULKHEAD LINE, 149.94 FEET TO THE SOUTH LINE OF SAID TIITF DEED NO. 21998 (232-64); THENCE ALONG SAID SOUTH LINE, S64°36'55"W, 168.80 FEET TO A POINT IN THE NORTH LINE OF LOT 4, SAID DANIELS' ADDITION TO PORT ORANGE; THENCE ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF, S64°55'00"W 214.63 FEET; THENCE

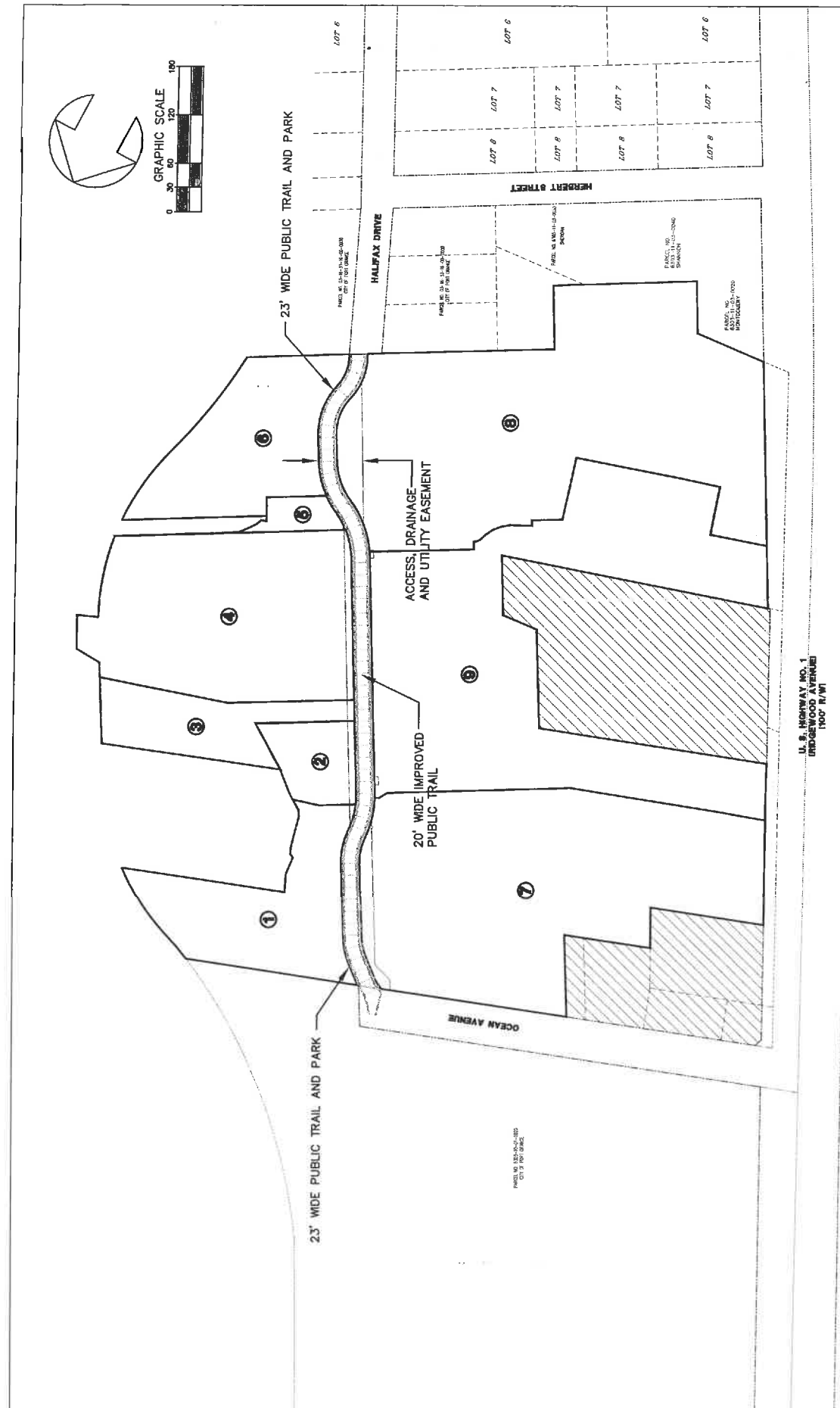
S25°21'49"E, 79.77 FEET; THENCE S64°49'03W, 177.95 FEET; THENCE N25°14'04"W, 64.32 FEET TO THE NORTH LINE OF BLOCK "C", WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PG. 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE OF BLOCK "C", S89°21'35"W, 90.06 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD NUMBER 5 AND THE POINT OF BEGINNING. CONTAINING 11.904 ACRES, MORE OR LESS.

OWNER INFORMATION

[illegible][illegible]

RIVERWALK PLANNED COMMUNITY CONCEPTUAL DEVELOPMENT PLAN





U. S. HIGHWAY NO. 1
BRIDGEWOOD AVENUE
100' W/ M

8-4-16

EXHIBIT 'E'

NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS			
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117			
(386) 977-8981 FAX (386) 977-2114 E-MAIL: info@parkermychenberg.com			
CERTIFICATE OF AUTHORIZATION NUMBER: 00000810			
CONCEPTUAL REPLAT PLAN			
RIVERWALK AT PORT ORANGE			
FILE NO.	DESIGNER: PARKERMYCHENBERG		
DATE: 8-4-16	CADD TECH: SBN / BH		
SCALE:	SHEET 1 OF 1		



PROPOSED PLANT LIST	
1. 10' TALL PALM TREES	2. 10' TALL PALM TREES
3. 10' TALL PALM TREES	4. 10' TALL PALM TREES
5. 10' TALL PALM TREES	6. 10' TALL PALM TREES
7. 10' TALL PALM TREES	8. 10' TALL PALM TREES
9. 10' TALL PALM TREES	10. 10' TALL PALM TREES
11. 10' TALL PALM TREES	12. 10' TALL PALM TREES
13. 10' TALL PALM TREES	14. 10' TALL PALM TREES
15. 10' TALL PALM TREES	16. 10' TALL PALM TREES
17. 10' TALL PALM TREES	18. 10' TALL PALM TREES
19. 10' TALL PALM TREES	20. 10' TALL PALM TREES
21. 10' TALL PALM TREES	22. 10' TALL PALM TREES
23. 10' TALL PALM TREES	24. 10' TALL PALM TREES
25. 10' TALL PALM TREES	26. 10' TALL PALM TREES
27. 10' TALL PALM TREES	28. 10' TALL PALM TREES
29. 10' TALL PALM TREES	30. 10' TALL PALM TREES
31. 10' TALL PALM TREES	32. 10' TALL PALM TREES
33. 10' TALL PALM TREES	34. 10' TALL PALM TREES
35. 10' TALL PALM TREES	36. 10' TALL PALM TREES
37. 10' TALL PALM TREES	38. 10' TALL PALM TREES
39. 10' TALL PALM TREES	40. 10' TALL PALM TREES
41. 10' TALL PALM TREES	42. 10' TALL PALM TREES
43. 10' TALL PALM TREES	44. 10' TALL PALM TREES
45. 10' TALL PALM TREES	46. 10' TALL PALM TREES
47. 10' TALL PALM TREES	48. 10' TALL PALM TREES
49. 10' TALL PALM TREES	50. 10' TALL PALM TREES
51. 10' TALL PALM TREES	52. 10' TALL PALM TREES
53. 10' TALL PALM TREES	54. 10' TALL PALM TREES
55. 10' TALL PALM TREES	56. 10' TALL PALM TREES
57. 10' TALL PALM TREES	58. 10' TALL PALM TREES
59. 10' TALL PALM TREES	60. 10' TALL PALM TREES
61. 10' TALL PALM TREES	62. 10' TALL PALM TREES
63. 10' TALL PALM TREES	64. 10' TALL PALM TREES
65. 10' TALL PALM TREES	66. 10' TALL PALM TREES
67. 10' TALL PALM TREES	68. 10' TALL PALM TREES
69. 10' TALL PALM TREES	70. 10' TALL PALM TREES
71. 10' TALL PALM TREES	72. 10' TALL PALM TREES
73. 10' TALL PALM TREES	74. 10' TALL PALM TREES
75. 10' TALL PALM TREES	76. 10' TALL PALM TREES
77. 10' TALL PALM TREES	78. 10' TALL PALM TREES
79. 10' TALL PALM TREES	80. 10' TALL PALM TREES
81. 10' TALL PALM TREES	82. 10' TALL PALM TREES
83. 10' TALL PALM TREES	84. 10' TALL PALM TREES
85. 10' TALL PALM TREES	86. 10' TALL PALM TREES
87. 10' TALL PALM TREES	88. 10' TALL PALM TREES
89. 10' TALL PALM TREES	90. 10' TALL PALM TREES
91. 10' TALL PALM TREES	92. 10' TALL PALM TREES
93. 10' TALL PALM TREES	94. 10' TALL PALM TREES
95. 10' TALL PALM TREES	96. 10' TALL PALM TREES
97. 10' TALL PALM TREES	98. 10' TALL PALM TREES
99. 10' TALL PALM TREES	100. 10' TALL PALM TREES

20' WIDE IMPROVED PUBLIC TRAIL

HALIFAX RIVER

23' WIDE PUBLIC TRAIL AND PARK

HALIFAX DRIVE

HERBERT STREET

U.S. HIGHWAY NO. 1
RIDGEWOOD AVENUE
100'-H/W

NOTE:
1. TYPE OF PLANTS CAN BE MODIFIED
SUBJECT TO COMPLIANCE WITH
MDA & LDC.

EXHIBIT "F"

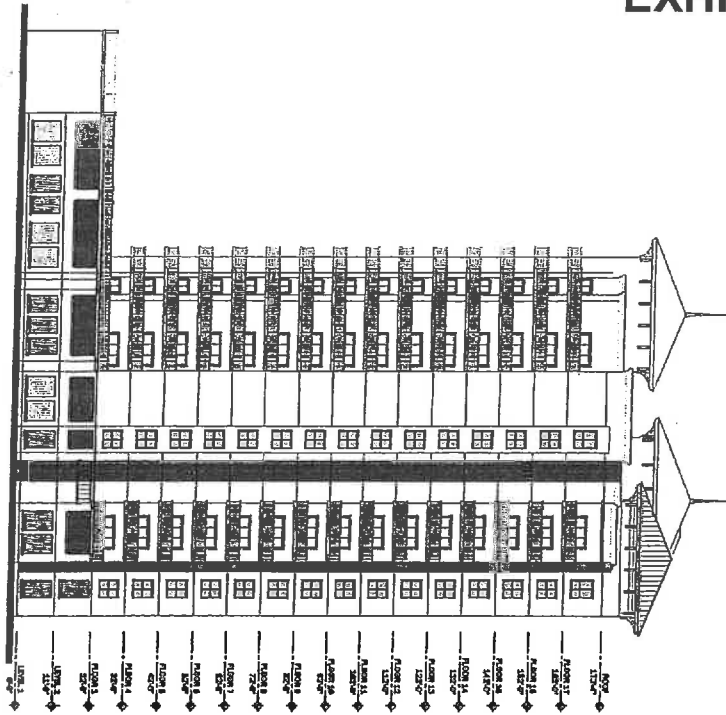
NO.	DATE	DESCRIPTION	BY
1	05/11/2015	RIVERWALK LOT 3	BY
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 877-8881 FAX (386) 877-2114 E-MAIL info@parkermychenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
LANDSCAPE PLAN			
RIVERWALK OF PORT ORANGE			
FILE NO.	PORT ORANGE	DESIGNER	PARKER MYNCHENBERG
DATE	05-11-15	CADD TECH. SWS / BH	
SHEET	1	OF	1
SEAL			

EXHIBIT "G"

PRELIMINARY SIDE ELEVATION

SCALE

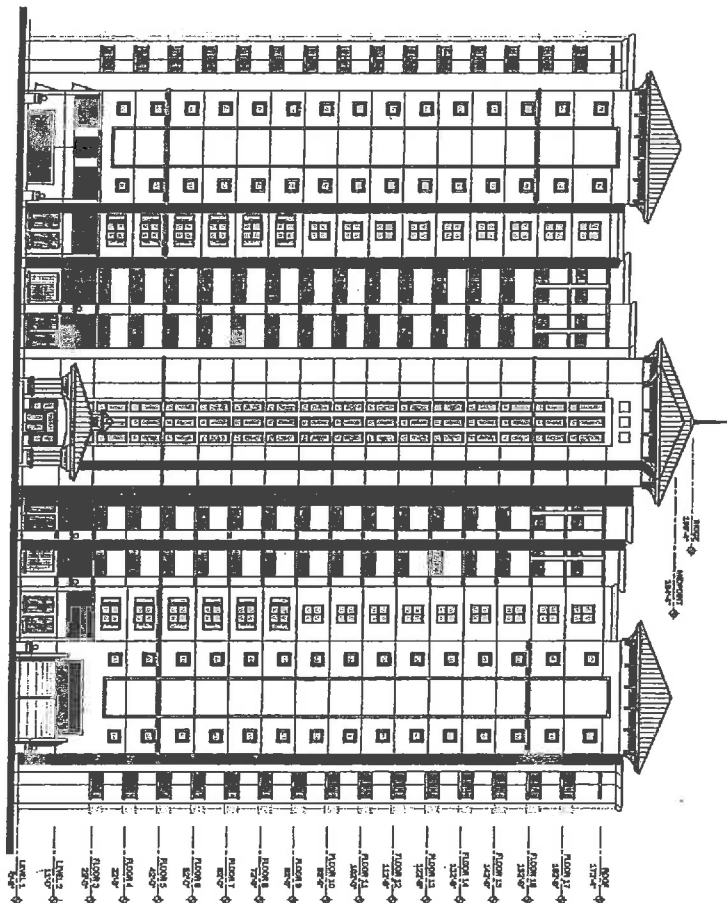
1/8" = 1'-0"



PRELIMINARY SIDE ELEVATION

SCALE

1/8" = 1'-0"



RIVERWALK CONDOMINIUMS
PORT ORANGE, FLORIDA

ACI

Architects' Collaborative Incorporated
Architects' Collaborative Incorporated
1000 N. Orange Avenue
Suite 200
Port Orange, FL 32127
Phone: (407) 939-2200
Fax: (407) 939-2201
www.aciarchitects.com

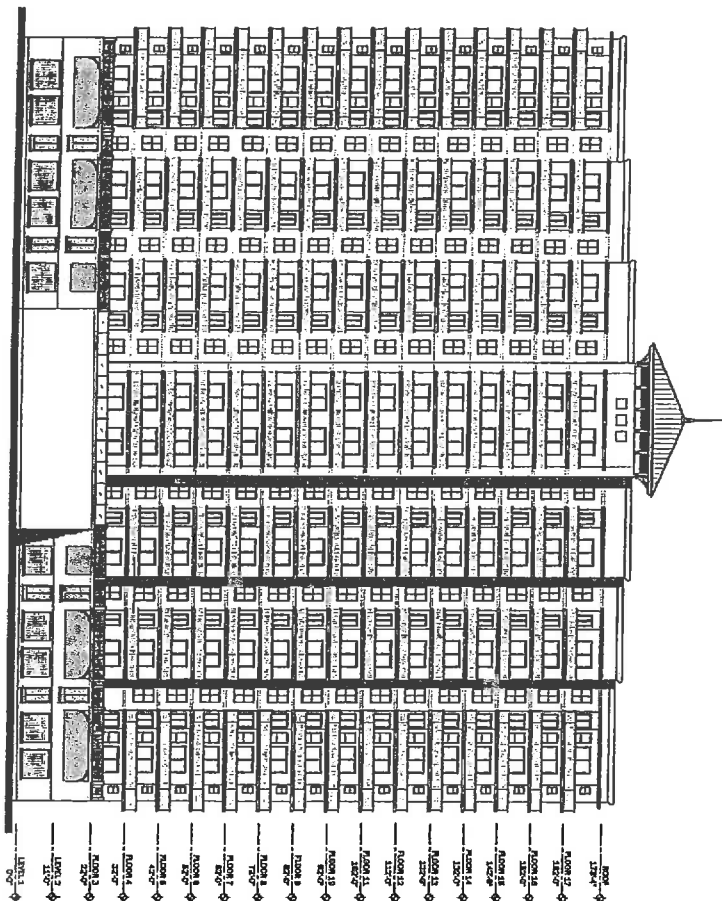
COMPILED BY
ACI ARCHITECTS
1000 N. ORANGE AVENUE
SUITE 200
PORT ORANGE, FL 32127
PHONE: (407) 939-2200
FAX: (407) 939-2201
WWW.ACIARCHITECTS.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/03	ISSUED FOR PERMIT
2	10/1/03	ISSUED FOR PERMIT
3	10/1/03	ISSUED FOR PERMIT
4	10/1/03	ISSUED FOR PERMIT
5	10/1/03	ISSUED FOR PERMIT
6	10/1/03	ISSUED FOR PERMIT
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96	10/1/03	ISSUED FOR PERMIT
97	10/1/03	ISSUED FOR PERMIT
98	10/1/03	ISSUED FOR PERMIT
99	10/1/03	ISSUED FOR PERMIT
100	10/1/03	ISSUED FOR PERMIT

PROJECT NO. 03-0101
SHEET NO. A-1
DATE: 10/1/03
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
SHEET NO. A-1
OF 7

EXHIBIT "G"



PRELIMINARY REAR ELEVATION

SCALE

1/8" = 1'-0"

RIVERWALK CONDOMINIUMS
PORT ORANGE, FLORIDA

ACI

Architects
Collaborative
Incorporated
Architects / Planners
111 Central Avenue, Suite 100
Port Orange, Florida 32127
Tel: 407/329-1776
Fax: 407/329-1776

Scale: 1/8" = 1'-0"

Project: RLC-000001

Client: Riverwalk Condominiums, Inc.

Architect: ACI Architects, Inc.

Project: RLC-000001

Client: Riverwalk Condominiums, Inc.

Architect: ACI Architects, Inc.

Project: RLC-000001

Client: Riverwalk Condominiums, Inc.

Architect: ACI Architects, Inc.

Project: RLC-000001

Client: Riverwalk Condominiums, Inc.

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EXHIBIT "G"

Pg 3 of 5

(Architectural Renderings/Building Elevations)

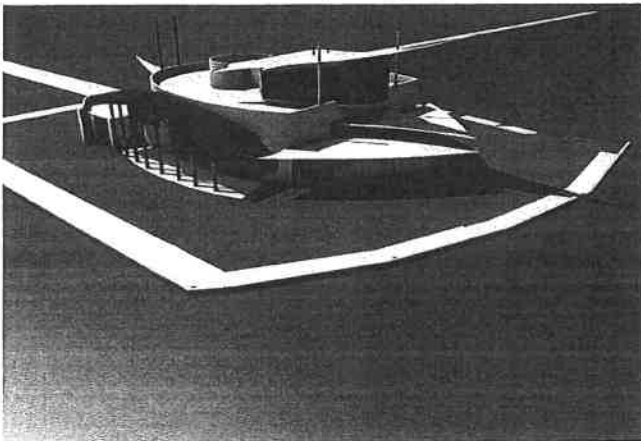
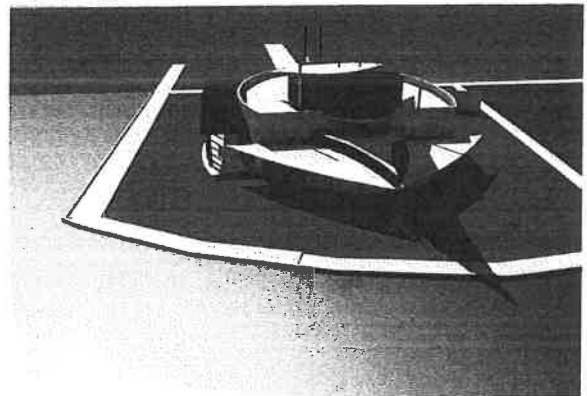
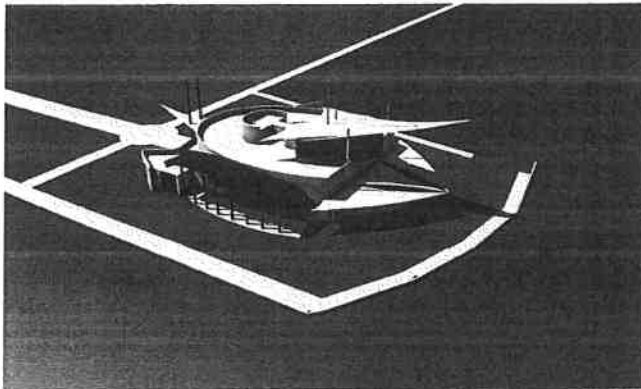
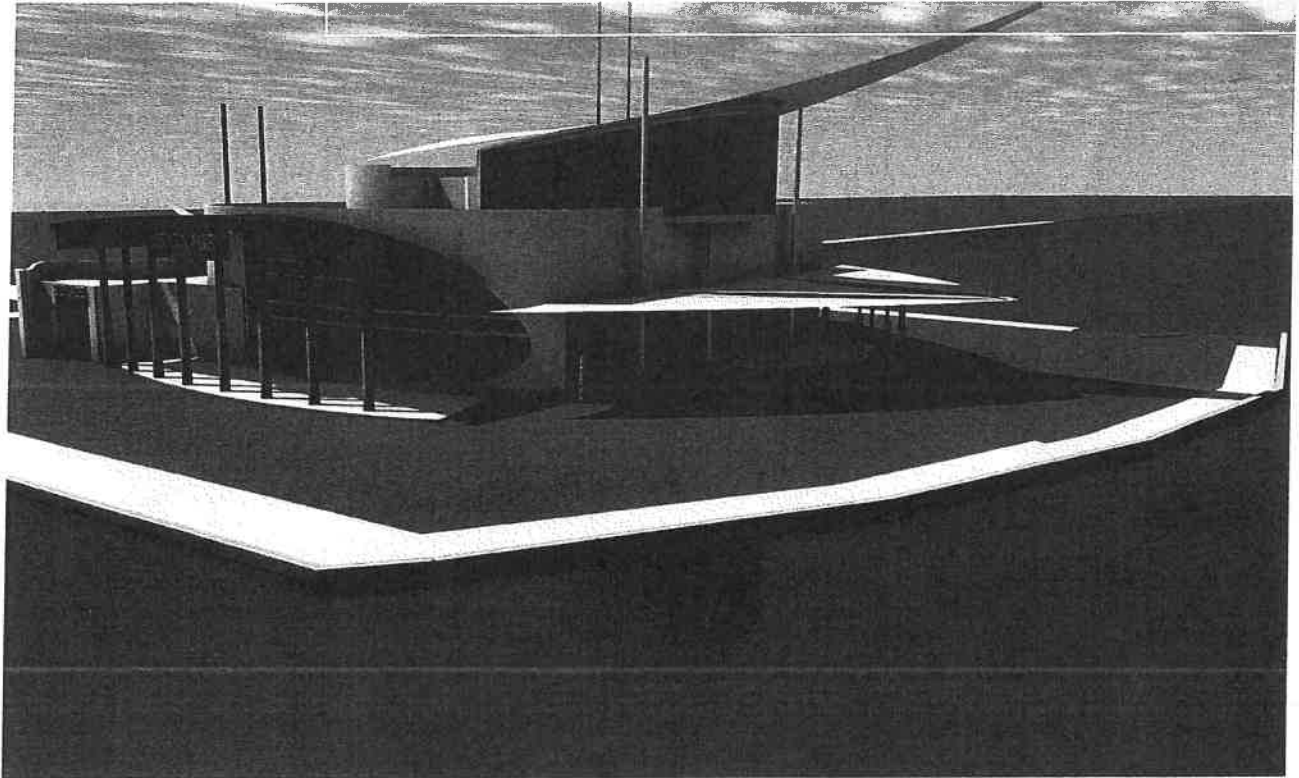
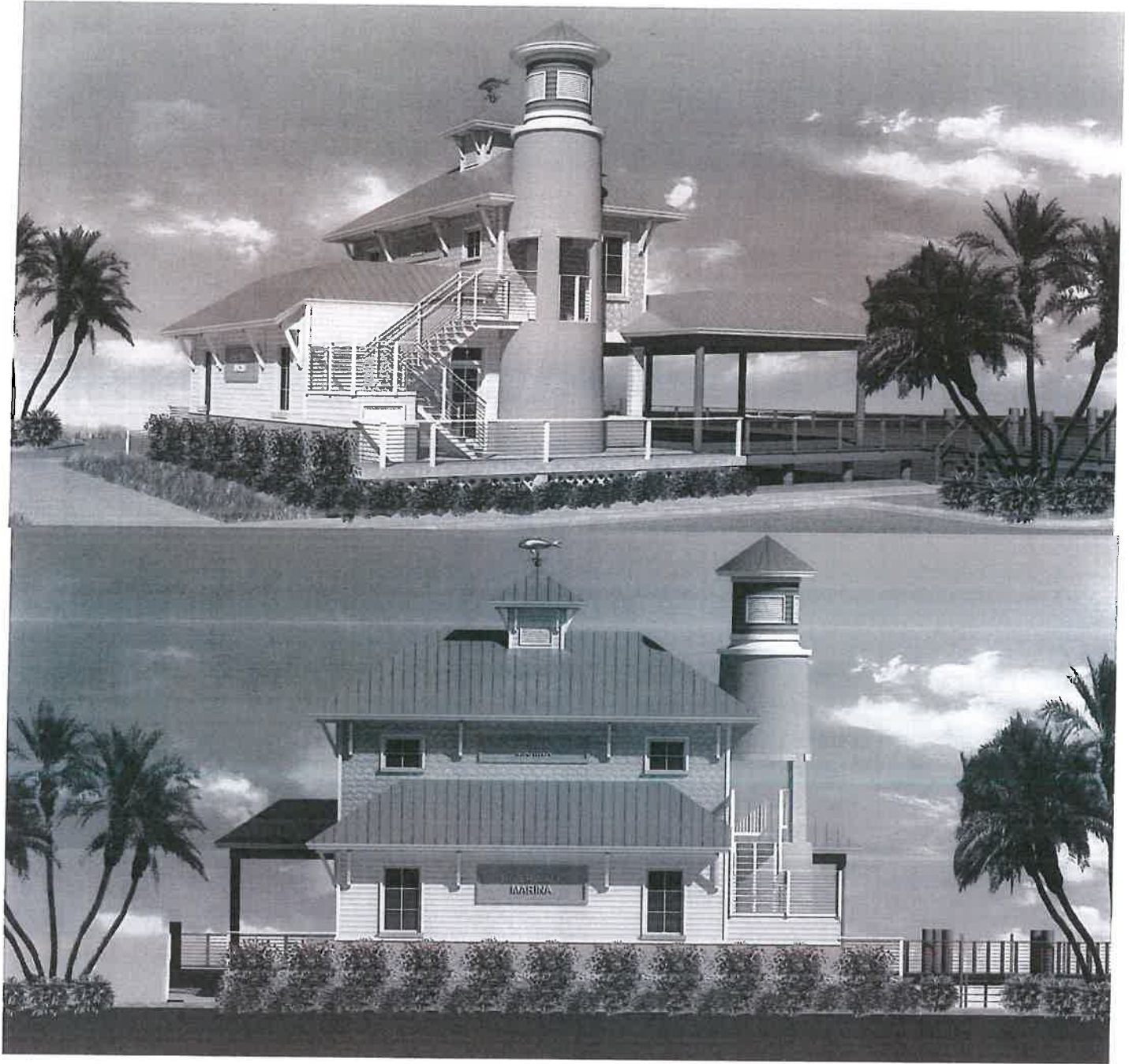


EXHIBIT "G"

Pg 4 of 5

(Architectural Renderings/Building Elevations)



Riverwalk Marina Building

Project Location:
3657 Halifax Drive, Port Orange, FL 32125

Owner/Developer:
E.V. "Buddy" Lacour, Riverwalk Marina LLC
220 Charles St, Port Orange, FL 32127
Ph: 386/760.4188

BPE
DESIGN INCORPORATION
Blanch & Pendergast Architects
2015 E. US Highway 1
P.O. Box 1000
Port Orange, FL 32127
Phone: 386-251-2500
Fax: 386-251-2501
Email: info@bpe.com
Website: www.bpe.com

3D
GRAPHICS
Orlando, FL
3D Architectural
Rendering Services
Email: info@3dgraphics.com
Website: www.3dgraphics.com

EXHIBIT "G"

Pg 5 of 5

(Architectural Renderings/Building Elevations)

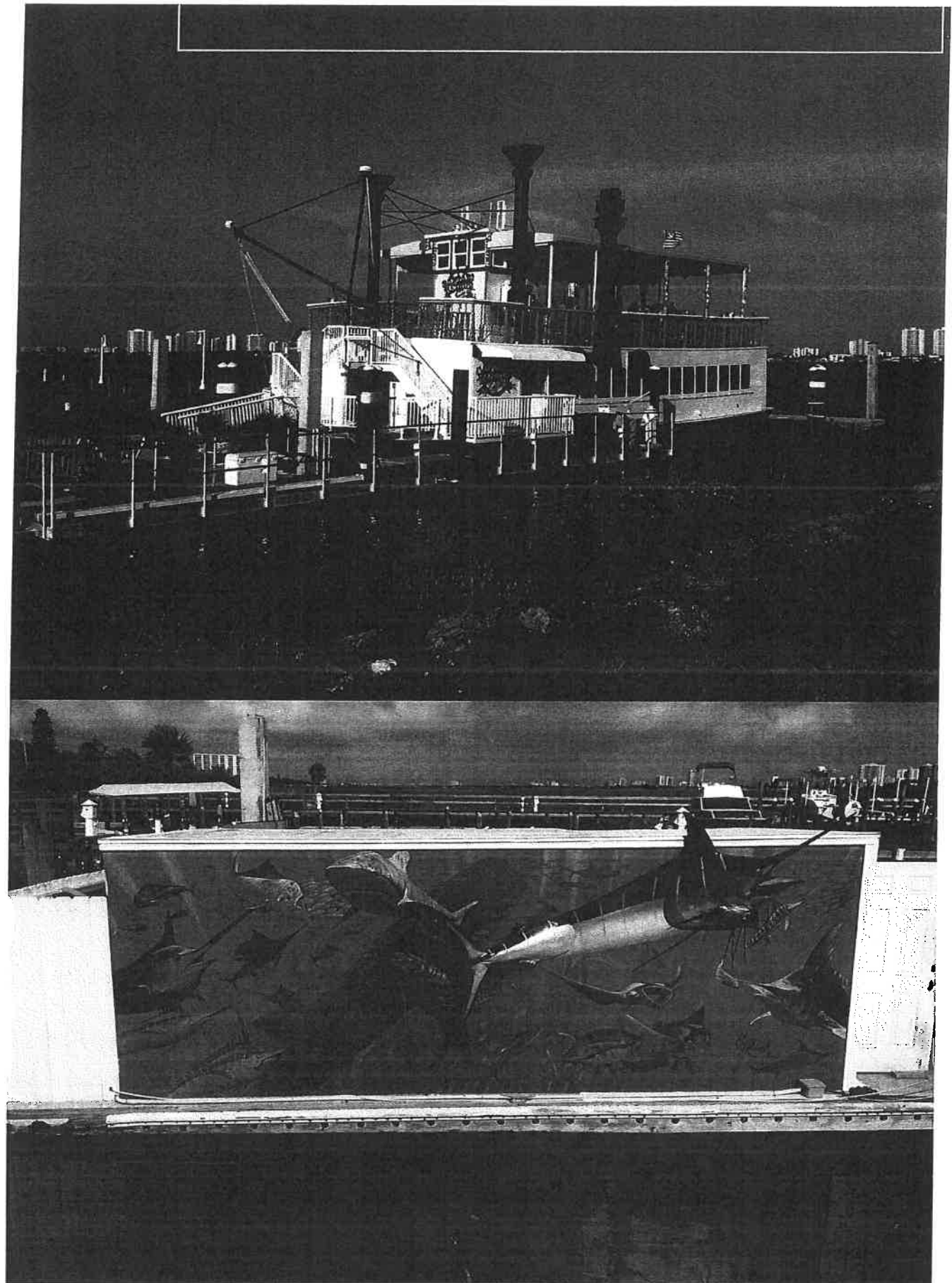


EXHIBIT "H"

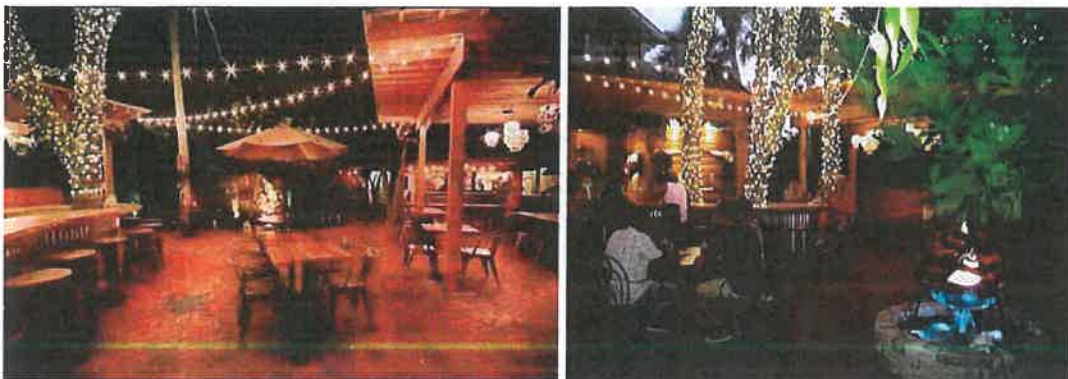
Sign Program

The proposed Project Area Property will comply with the signage requirements (monument and wall sign area, monument and wall sign height, appearance, etc.) of the City's LDC, with the exceptions described below:

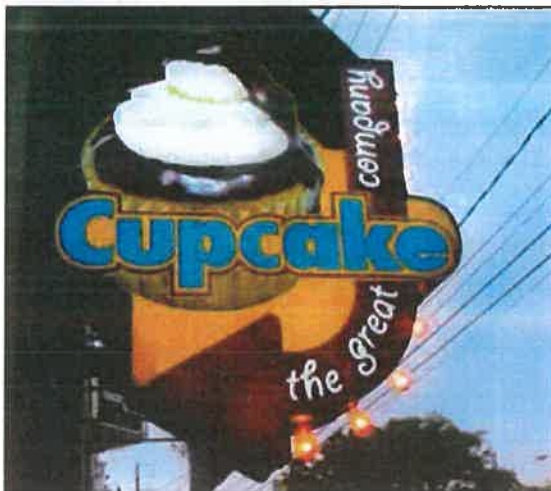
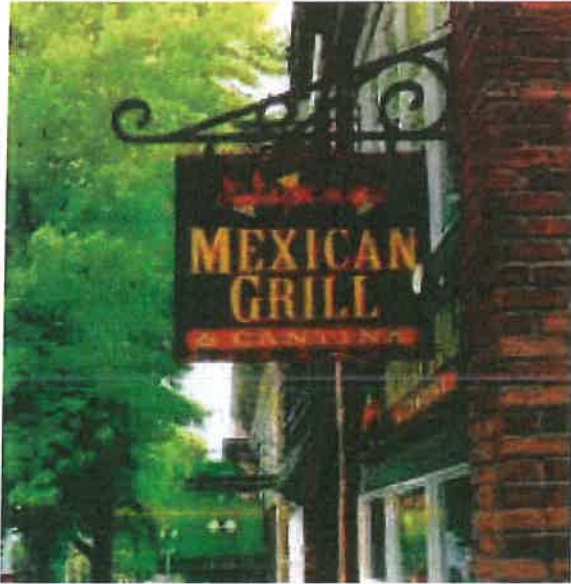
1. Two (2) Off-Site Signs on Lot #9: The signs would be located along Ridgewood Avenue, near the driveways on Lot #9.
 - a. One sign would identify the businesses located on Lots 1-6. Sign is allowed up to 84 square feet of sign area and maximum of 5 tenant panels. Maximum height as required by the LDC for multi-tenant monument sign.
 - b. One sign would identify the restaurant on Lot 4. the Sign is allowed up to 48 square feet of sign area and dedicated for an individual tenant (restaurant on the point). Maximum height as required by the LDC for individual tenant monument sign.



2. Use of Strings of Light Bulbs: Exterior strings of lights bulbs can be installed as a decorative feature. The string of lights bulbs shall comply with the National Electric Safety Code.



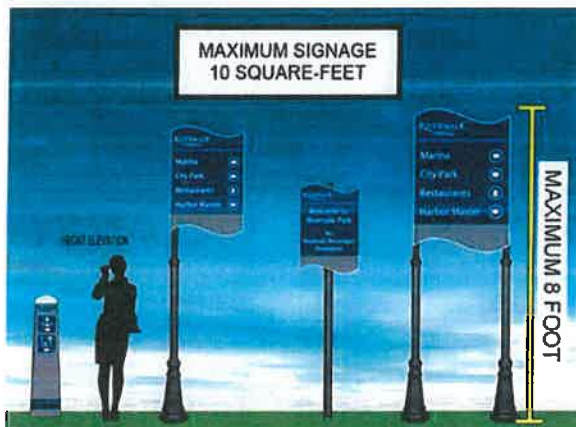
3. Projecting Wall Sign: Businesses located within the Project Area Property have the option to use projecting wall signage. A projecting wall sign is defined in the LDC, as a sign supported by a wall of a building, projecting away from that wall 12 inches or more, and designed with a face or faces reading at an angle to the wall. The projecting sign area would count toward the overall amount of wall signage permitted for a tenant or building. The maximum vertical dimension for a projecting wall sign is less than or equal to 25 percent of the building height. Minimum vertical clearance must be 7-foot. Off-site projecting wall signs shall be prohibited.



4. 24 Square-Foot Identification Signs – Lots 1-6: Ground mounted identification signs to identify the businesses east of the multi-purpose trail are permitted on Lots 1-6. The maximum sign area is 24 square-feet and maximum height of 6-feet. Design and appearance of the sign must comply with LDC and architectural requirements of the MDA. Off-site directional signs shall be prohibited.



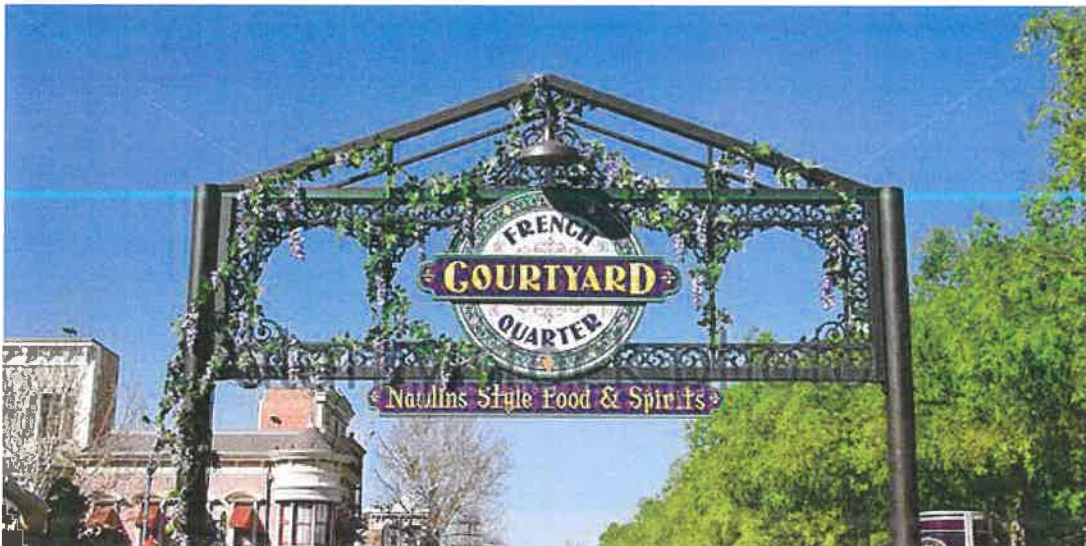
5. Directional Signage: Directional signs to identify the businesses and features along the multi-purpose trail. The maximum sign area is 10 square-feet and maximum height of 8-feet. Design and appearance of the sign must comply with LDC and architectural requirements of the MDA.



6. Sandwich board or A-frame signs are allowed on the sidewalk in front of a building on Lot 1-6, provided that a minimum width of five feet of the sidewalk is still left for pedestrian travel. The sign can have a maximum area of 12 square feet (each face) and maximum sign height shall be five feet. Sandwich board or A-frame signs must be removed from sidewalk at the close of business each day. Sandwich board or A-frame shall not be placed within Tract A (Public Trail and Park). Off-site sandwich board or A-frame signs shall be prohibited.



7. Signage is allowed on an awning or vertical decorative feature/structure/covered walkways shall be regulated by the applicable provisions of the LDC for wall signs. Allowed wall signage for a building on an individual lot can be transferred onto an awning or vertical decorative feature/structure. Off-site signage on awnings or vertical decorative features/structures shall be prohibited. An awning or vertical decorative feature/structure/covered walkway shall have at least nine feet of clearance between the lowest point or projection and the sidewalk.





STAFF REPORT

Restatement of the Riverwalk Marina and Riverboat MDA and CDP

CASE NO. 16-40000003

REQUEST:	Amend and Restate the Riverwalk Marina and Riverboat Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANTS:	Jeff Brock, Smith Bigman Brock and Parker Mynchenberg, Parker Mynchenberg & Associates
PROPERTY OWNERS:	Halifax River Partners, Port Orange Town Center Community Redevelopment Agency (CRA), and City of Port Orange.
PLANNING COMMISSION RECOMMENDATION:	Approval, dependent on the policy considerations as described in the staff report and City Council approval of the associated applications listed below.
STAFF RECOMMENDATION:	Approval, dependent on the policy considerations as described in the staff report and City Council approval of associated applications listed below.
LOCATION:	East side of Ridgewood Avenue, south of Ocean Avenue
CRA MEETING DATE:	August 11, 2016
CITY COUNCIL DATE:	August 11, 2016

BACKGROUND:

The applicants propose to amend and restate the Riverwalk Marina and Riverboat Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The amendment and restated MDA means that if adopted, the new MDA and CDP will take the place of the existing MDA and the 1st and 2nd Amendments as a new document for the project area.

In addition to the proposed MDA and CDP, there are additional associated documents that require City Council approval for the proposed development to be built. If one of the associated documents is not approved or modified, it could require modifications to the MDA or CDP. The following documents are anticipated to be considered prior to or in conjunction with the proposed Riverwalk MDA and CDP. Some of the items require Planning Commission and the Port Orange Town Center CRA recommendation and some items only require Council approval.

- Amendment to the Port Orange Town Center Conceptual Development Plan
- Subdivision Replat
- Site Improvement Agreement or Subdivision Improvement Agreement, whichever occurs first.
- Deed of Dedication with Consent and Joinder Agreement.
- Economic Development Incentives Agreement.

- Exchange agreement for the Cardwell Funeral Home Property.
- Resolution vacating a portion of Halifax Drive.
- Resolution limiting vehicular access to portion of Ocean Avenue.
- Deed conveying Cardwell Funeral Home to Owner/Developer.
- License Agreement for temporary off-site sign at the northeast corner of Ridgewood Avenue and Dunlawton Avenue.
- Temporary Construction Easement for public trail and park.

The original MDA was approved in 2012 and consisted of +/- 4.8 acres. It allowed for the development of a 38-slip marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property), a multi-purpose marina support building with a restaurant, a riverboat restaurant, parking, landscaping, and 10' sidewalk in the Halifax Drive right-of-way.

In 2014, an amendment was approved to defer construction of certain site improvements (permanent gravel parking lots, landscaping, and 10' sidewalk) until April 2016. In 2016, a second amendment was approved to defer construction of some site improvements (permanent gravel parking lots, landscaping, and 10' sidewalk) until January 2018. Both amendments were requested to allow the developer to process plans for the restaurant on the point property, residential condominiums, and marina expansion that would require a majority of the improvements in the original MDA and CDP to be demolished.

DISCUSSION:

The *Planned Community – Riverwalk* Future Land Use designation and Planned Commercial-Riverwalk (PC-R) zoning district were developed to create a walkable community 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 was intended to be a master planned project, including: water and sewer, stormwater, parking, transportation improvements, landscaping, uniform architecture, public spaces, and the mixture of uses.

The applicants' proposal varies from the Master Development concept of the Riverwalk project because it provides regulations for development of a specific sub-area. The Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) do not provide master planned improvements and the location of some of the proposed uses varies from some of the conceptual plans considered for this project over the years. However, the applicants state that the proposed marina, restaurants, linear park with an improved public trail, and two residential condominiums are generally consistent with components of the envisioned Riverwalk development.

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 (Exhibit 1) will provide the regulatory framework for the development of the “Project Area Property”. The following discussion will focus on the significant aspects of the MDA and CDP such as the use, size and development impacts.



Figure 1. - General boundary of the Project Area Property

General Site Layout:

The proposed project will be located within the area defined in the MDA as the Project Area Property. The proposed development will be accessed from Ridgewood Avenue and the northern condominium lot will be accessed from Ocean Avenue. The proposed MDA states that the proposed development (Figure 2) will consist of a 23' wide public trail and park with a 20' wide improved public trail, a restaurant on the point property, two (2) residential condominium buildings, the existing 38-slip marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property), a 58-slip marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property), two (2) marina multi-purpose support buildings, the existing riverboat restaurant, and associated site improvements (parking, landscaping, stormwater, utilities, etc.).



Figure 2: Proposed Development

Phasing:

The Project Area Property is expected to be completed in five phases (Figure 3), and each phase will be required to have adequate access and infrastructure to support development. The majority of the site infrastructure (utilities, stormwater landscape buffers, and improved public trail) and restaurant on the point property will be developed in Phase 1. The residential condominium buildings will be constructed in Phase 2 and 3 and the marina expansions will be constructed in Phase 4 and 5. Past MDA's approved by the City Council allow projects to be developed in phases as long as necessary infrastructure has been inspected and approved by the City to allow a portion of the project to be open to the public.

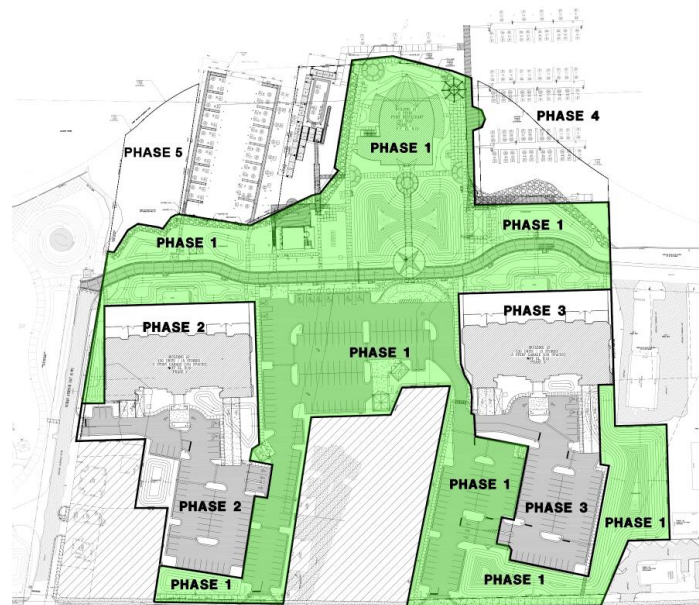


Figure 3 – Phasing Plan

Parking:

The parking area for the proposed and existing uses is shown on the CDP. The central parking area is located between the condominiums and will serve all uses located east of the improved public trail. This parking lot is accessible from Ridgewood Avenue. Parking for the condominium buildings will be located on the first two levels of the condominium buildings and portions of the lots west of the condominium buildings.

PC-R Zoning Project Types:

The PC-R zoning district is divided into five project types: Hi-rise residential, Mixed-use, Recreation/conservation, Marina, and Streetscapes. There are district-wide regulations that apply to the five project types as well as specific regulations for each individual project type. The general location of the project types is illustrated on the Marco Conceptual Development Plan (MCDP) for the Riverwalk area. According to LDC (Figure 4 – Page 6.), a MCDP in any of the Planned Community (PC) zoning districts can be amended in a manner consistent with the current City regulations for zoning amendments.

The applicants' restated MDA and CDP proposes to modify the boundaries of the Hi-rise residential, Mixed-use, Recreation/conservation, and Marina Project Types as shown on the proposed Macro Conceptual Development Plan (Figure 5 – Page 6.). The proposed new boundaries are shown below as the "Project Area Property". The boundary would include property currently in the Hi-rise residential, Mixed-use, Marina, and Recreation/Conservation project types. If approved, the proposed MDA and CDP regulations will only apply to the "Project Area Property" and no other parts of the PC-R zoning district.

The changes to the central area of the CDP include: 1) changing the area east of Halifax Drive from Recreation/Conservation and Marina to Mixed-use and expanding the Marina area to the south of the point; 2) changing some of the area west of Halifax Drive from Marina and Mixed-use to Hi-rise residential; and 3) showing the proposed alignment of the 23-foot wide tract of land with a 20-foot wide improved public trail within the project area and designating the tract as Recreation/Conservation.

Key Policy Decision: Staff understands the policy direction from the June 30, 2015 City Council Workshop (Exhibit 2) to include general support for proposed development concept. The applicants propose to reclassify the point from Recreation/Conservation to Mixed-use along with modifying the boundaries of the Hi-rise residential, Mixed-use, Marina, and Recreation/Conservation project types east of Ridgewood Avenue, between Ocean Avenue and Herbert Street to provide the zoning authorization to permit the proposed development. The proposed development would not be permitted under the current Project Types within the Project Area Property.

The Council and CRA have modified the Conceptual Development Plan for the Riverwalk area recently for the 2012 Riverwalk Marina and Riverboat restaurant development and in 2014 for Riverwalk Park.



Figure 4. Current Riverwalk Planned Community Macro Conceptual Development Plan.



Figure 5. Applicant's proposed modification to the Riverwalk Planned Community Macro Conceptual Development Plan.

Permitted Uses:

The following uses are proposed within the Project Area Property: recreational marina (public) as defined by the LDC along with associated accessory uses, residential condominium along with associated accessory uses, public park, restaurants, retail sales, office, and uses currently allowed in the LDC for the Hi-rise residential, Mixed-use, and Marina Project Types (Exhibit 3).

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 for entertainment and a usable riverfront for citizens and tourists.

REQUESTED DEVIATIONS:

The applicants is requesting two types of deviations from the LDC in the proposed MDA. The first list of proposed deviations from the PC-R zoning requirements is related to developing a smaller-scale individual project instead of a Master Planned project. The second list of proposed deviations is from requirements for site improvements the applicants believes are necessary for the type of project being proposed.

The proposed project approach is different than the original master plan concept and will require Council direction on whether the specific deviations and a phased approach where the overall project evolves from connecting smaller scale pieces is appropriate.

Proposed Deviations from the Master Plan Requirements:

The applicants are requesting to deviate from several master plan requirements of the PC-R zoning district because the overall Riverwalk project has not developed as planned due to the recession and other factors. The applicants are requesting to develop the proposed project generally using the existing requirements of the City's Land Development Code. The use of the City's development requirements would allow for the project to be constructed and integrated with the City's Riverwalk Park and other areas of the Riverwalk project if and when it might develop.

1. Stormwater: The PC-R zoning requires each development in Riverwalk to be part of a master-planned stormwater management system and for the developer to purchase stormwater credits from the City to participate in the system. At this time, a master-planned stormwater management system has not been designed or approved by the required review agencies. The applicants are proposing this development under the stormwater regulations in the LDC.

The stormwater drainage infrastructure proposed for this project will be in the form of multiple retention ponds. The ponds will be located throughout the Project Area Property. The MDA and CDP provide the general location and function of the stormwater system and a detailed review of the stormwater drainage system will occur with the site plan. Per the City's LDC, the applicants will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding to adjacent properties or polluting the receiving water bodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the property must have the same ability to store and discharge after development as it does before development occurs.

The drainage areas shown on the CDP will be required to provide stormwater drainage for the entire 11.9 Project Area Property and will be required to meet the stormwater requirements of the Florida Department Environmental Protection (FDEP).

2. Planned Community – Riverwalk Design Manual: The PC-R zoning requires all building, signage, landscaping, and site furnishings to comply with a Community Design Manual adopted by the City Council. At this time, the Community Design Manual has not been drafted or presented to the City Council for approval and is not anticipated in the future. There is language in the PC-R that if the manual is silent on an issue, the LDC or standard construction details shall apply.
 - a. Architecture: The applicants are proposing to use the Florida Vernacular or Modern Nautical architectural style for all buildings and structures because the Manual has not been created. As described in the MDA, the architectural style of the condominium buildings, marina mixed-use buildings, accessory structures, and site furnishings are proposed to be designed according to the Florida Vernacular architectural style and the architectural style restaurant on the point is proposed to be designed

according to either the Florida Vernacular or Modern Nautical architectural style.

The proposed project is located within the Port Orange Town Center (POTC) overlay and, according to the LDC; any parcel located within the boundary of the POTC must be designed in the Florida Vernacular architectural style. The proposed buildings and accessory structures constructed with the Florida Vernacular architectural style will comply with the architecture requirements of the City's LDC, with the exception of the condominium buildings. The condominium buildings will be designed using elements of the Florida Vernacular architectural style but do not meet every specific requirement for Florida Vernacular listed in the LDC. According to the project architect, the Florida Vernacular architectural style requirements listed in the LDC were created for 1 to 2 story commercial and office buildings, not multi-story residential buildings. The Florida Vernacular architectural style requirements were adopted in 1998 and at that time the maximum building height in the POTC was 35 feet.

The MDA does require the condominium buildings to be designed using some of the Florida Vernacular architectural style elements in the LDC such as pastel exterior colors, white trim, metal roofing, decorative roof brackets, railings, columns, decorative elements on top of the structure (cupola and spires), and wall mounted lights (Figure 6). Florida Vernacular architectural style requirements in the LDC that would not be used on the condominium buildings include vertical wood siding, vertical windows (minimum of 1½ feet of vertical height for every one foot of horizontal width), and minimum roof slope (code requires 8:12 and MDA requires 5:12).



Figure 6 - Proposed front (Ridgewood Ave) elevation "Florida Vernacular" for the condominium buildings



Figure 6 - Proposed rear (Halifax River) elevation "Florida Vernacular" for the condominium buildings

The proposed restaurant on the point will be designed according to either the Florida Vernacular or Modern Nautical architectural style (Figure 7). The architectural style "modern nautical" is consistent with the Future Land Use designation (*Planned Community-Riverwalk*) that supports the use of Florida vernacular styles of architecture including Key West, Marina/Coastal, and Mediterranean with nautical themes in the PC-R. According to the project architect, the Modern Nautical architectural style is consistent with these styles of architecture. The restaurant on the point will be required to comply with the Modern Nautical architectural style along with the standard architectural requirements in Chapter 14 of the LDC, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides.

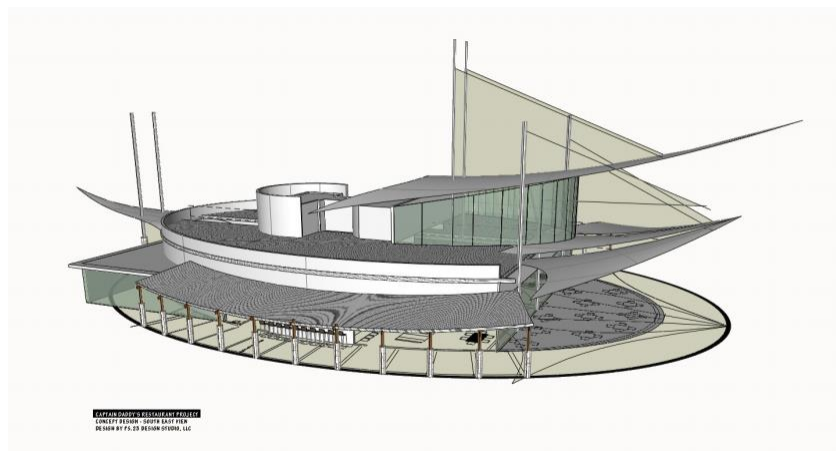


Figure 7 - Proposed elevation "Modern Nautical" of the Restaurant on the Point.

- b. Signage: There is language in the PC-R that if the Manual is silent on an issue, the LDC or standard construction details shall apply. The proposed development will comply with the signage requirements of the City's LDC, with the exceptions specified in the MDA and described below in the section containing deviations related to future development.
- c. Site Lighting: There is language in the PC-R that site lighting requirements in the Design Manual shall supersede all other standards of this code. The lighting requirements in the LDC require the installation of site lighting to be compatible with the architectural design of the principal structures within a development. The applicants are proposing to use the requirements in Chapter 14 of the LDC for site lighting because the Manual has not been created. The walklights that will be installed along the improved public trail will be compatible with the walklights installed in Phase 1A of Riverwalk Park.



- d. Landscaping: There is language in the PC-R that the landscape requirements in the Design Manual shall supersede all other landscape standards of this code. The landscaping requirements in the LDC require the installation of foundation plantings, landscape buffers (shrubs and understory and shade trees) along the right-of-way, landscaping within and around the parking lots, and screening of ground equipment and the dumpster enclosure. The applicants are proposing to use the landscape requirements in Chapter 13 of the LDC because the Manual has not been created.

The proposed development will comply with the landscape and screening requirements of the City's LDC, with the exceptions specified in the MDA and described below in the section containing deviations from the current

code related to the proposed development. The landscaping requirements in the LDC require the installation of foundation plantings, landscape buffers (shrubs and understory and shade trees) along the right-of-way, landscaping within and around the parking lots, and screening of ground equipment and the dumpster enclosure.

3. Infrastructure Master Plan: The PC-R zoning requires the infrastructure for the Riverwalk to be master planned to ensure adequate facilities to support the density/intensity of a unified private development as well as the civic functions planned as part of the project. At this time a facilities master-planned system has not been designed and is not planned for the near the future. The applicants are proposing the development under the regulations in Chapter 10 (stormwater), 11 (utilities), and 12 (parking) of the LDC.

The proposed development will comply with the existing stormwater and water and sewer requirements of the City's LDC and utilize shared parking. The existing requirements in the LDC ensure adequate facilities are constructed and maintained to support the proposed project and allow for the development to integrate with future improvements.

4. 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 applicants are proposing to pay only the required transportation impact fees for the project and use the transportation concurrency review process that applies to other properties in the City not located within the TCEA.

The proposed development will comply with the traffic concurrency requirements in Chapter 4 of the LDC. The current requirements in the LDC ensure adequate public facilities necessary to support the proposed development will be available to support the traffic associated with the proposed project.

Proposed Deviations Related to the Applicants' Development Proposal:

The applicants are proposing 7 deviations from the following LDC requirements that the applicants believe are necessary to create a development along the Halifax River that includes a mixture of commercial, residential, and entertainment uses.

1. Parking: Parking will be provided as required by the Land Development Code (LDC), except for the marina and the residential condominium uses.
 - a. Marina: The applicants have proposed to continue using the parking ratio of 1-space per 3 slips approved with the initial MDA (2012) in lieu of the parking ratio of 1 space per 1 slip required by the LDC. The applicants have stated that the proposed parking ratio will provide sufficient parking for a marina located within this project. According to the project engineer, the 1

space per 3 slips parking ratio is consistent with the Volusia County marina parking requirement. Although the current City parking requirements are higher than the benchmarks, the requested amount of parking is lower than the requirements for most of the comparison cities (Table 1).

	Parking Ratio	Number of Spaces for 58 Slip Marina
Current MDA and Proposed Restated MDA	1 space per 3 docks	19
City of Port Orange	1 space per 1 dock	58
Daytona Beach	1 space per 2 docks	29
New Smyrna Beach	1 space per 2 docks	29
Volusia County	1 space per 3 docks	19

Table 1 – Marina Parking Requirements

- b. Residential Condominium: The applicants have proposed a parking ratio of 1.5 spaces per 1 residential unit instead of the LDC required parking ratio of 2 spaces per 1 residential unit plus 0.25 visitor parking spaces per residential unit required by the LDC.

	Parking Ratio	Number of Spaces Required for 260 Residential Units
Proposed Restated MDA and CDP	1.5 spaces per 1 residential unit	390
LDC	2 spaces per 1 residential unit plus 0.25 visitor parking spaces per residential unit	585
Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition	1.04 to 1.96 spaces per residential unit.	270 to 510
South Daytona	1.5 spaces per 1 residential unit	390
Daytona Beach	2 spaces per 1 residential unit	520
Ponce Inlet	2 spaces per 1 residential unit	520
Ormond Beach	2 spaces per 1 residential unit	520
New Smyrna Beach	2 spaces per 1 residential unit	520
Holly Hill	2 spaces per 1 residential unit	520

Table 2 – Multi-family Parking Requirements

The applicants proposed parking ratio requires 390 parking spaces be provided for the proposed 260 condominium units. The requested reduction in parking spaces amounts to 195 less parking spaces than required by City code and 130 parking spaces less than comparison cities (Table 2)

The existing LDC parking requirements for residential condominium was last updated in 1996. The applicants have stated that the proposed parking ratio will provide sufficient parking for a residential condominium based on the typical traffic generated by this use. The Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition indicates that the average parking ratio for a residential condominium over a 24-hour period is between 1.04 to 1.96 spaces per residential unit. The proposed 1.5

parking space per residential unit is in the middle of the ITE suggested range.

According to the applicants, the proposed parking ratio will provide a sufficient number of parking spaces for the condominium buildings because the majority of the anticipated residents will be seasonal and not expected to be year-round residents, instead the unit owners are anticipated to come and go for period of a few weeks. The majority of the 260 units are two bedrooms and the applicants do not anticipate unit owners having more than one car. Although the current city requirement is higher than all of the comparison cities, the request is a substantial reduction in required parking.

2. Parking Lot Design: The parking lots 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 be a minimum of 10 feet and the depth be 20 feet. The parking space width is proposed to be 9 feet and the depth is proposed to be 19 feet. The drive aisles width for the parking lots will be 24 feet wide as required by the LDC (Table 3). According to the project engineer, the proposed parking space dimensions are common in this region and will allow for adequate area to park and still provide for maneuvering for pedestrians to enter and exit their vehicles.

The proposed 9' width and 19' 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, and Port Orange Gateway).

City	Standard Depth Dimension for a Standard Parking Space	Standard Width Dimension for a Standard Parking Space
Proposed in Restated MDA and CDP	19'	9'
Port Orange	20'	10'
New Smyrna Beach	20' and 18' in CRA areas	10'
Daytona Beach	19'	9'
Ormond Beach	20'	9'
Deland	19'	9'
South Daytona	18'	9'
Daytona Beach Shores	19'	9'

Table 3 – Parking Space Dimension Requirements

3. 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, 50% percent or 35 specimen trees of the 69 specimen trees within the Project Area Property are required to be preserved. The applicants are requesting to remove the 35 required specimen trees and be exempt from the \$44,120 mitigation payment requirement or planting an additional 130 trees within the Project Area Property.

According to the project engineer/landscape architect, the requirement in the LDC that the minimum finished floor elevation for all structures in the PC-R zoning district be 9-feet above mean sea level (MSL) requires the Project Area Property elevation to be raised 2.5 to 5 feet. The existing site topography and adjacent rights-of-way (Halifax Drive, Ocean Avenue, and Ridgewood Avenue) range from elevation 4.0 to 5.0 MSL. The proposed structures in the Project Area Property have been designed with a first floor elevation at 9.10 MSL and the surface parking areas that support the development range from elevation 6.5 to 8.5 MSL.

Due to the amount of fill required to meet code, the project engineer/landscape architect does not anticipate the trees surviving with an additional 2.5 to 5 feet of fill on the tree's root systems. According to the project engineer/landscape architect, the Project Area Property will be replanted with trees to comply with the LDC requirement of 1 tree per 2,500 square feet.

- 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 Property is 11.9 acres. The required tree preservation areas for the Property Area Project is 1.8 acres. The applicants are requesting approval to not preserve any of the existing trees within the Project Area Property.

According to the project engineer/landscape architect, the requirement in the LDC that the minimum finished floor elevation for all structures in the PC-R zoning district be 9-feet above mean sea level (MSL) requires the Project Area Property to be raised 2.5 to 5 feet. The existing site topography and adjacent rights-of-way (Halifax Drive, Ocean Avenue, and Ridgewood Avenue) range from elevation 4.0 to 5.0 MSL. The proposed structures in the Project Area Property have been designed with a first floor elevation at 9.10 MSL and the surface parking areas that support the development range from elevation 6.5 to 8.5 MSL.

Due to the amount of fill required to meet code, the project engineer/landscape architect does not anticipate the trees surviving with an additional 2.5 to 5 feet of fill on the tree's root systems. According to the project engineer/landscape architect, the Project Area Property will be replanted with trees to comply with the LDC requirement of 1 tree per 2,500 square-feet.

In addition, the central location of a majority of the specimen trees, configuration of the "Project Area Property", and building elevation requirement in the LDC did not allow for many options to accommodate buildings, associated parking, stormwater and tree preservation. 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.

- c. Internal Lot Line Buffer: The LDC requires a 5' landscape buffer along internal lot lines. The applicants are proposing to not install internal lot line landscape buffers. The intent of the internal lot line landscape buffer is to provide green space between the parking lots of commercial lots typically located along a major roadway, such as lots located along Dunlawton Avenue.

According to the applicants, the waiving of this requirement is due to the proposed lot configuration where the internal lot line buffers would break up the open park concept the developer is trying to create east of the condominium towers. The applicants have indicated that all landscaping required within the internal lot line landscape buffers will be used throughout the Project Area Property.

- d. Ocean Avenue Buffer: The LDC requires a 10' landscape buffer along Ocean Avenue and the planting of specified vegetation and trees for every 100 linear feet of the buffer. According to the LDC, the 10' Halifax Drive buffer is to be designed with three (3) shade trees, such as live oaks, three (3) understory trees, such as sable palms or crepe myrtles, and thirty (30) shrubs, such as viburnum, for every 100'. The MDA indicates that the required number of trees and shrubs will be installed but the east end of the buffer will only be 6 feet wide instead of 10 feet. According to the project engineer, the 40 square-foot reduction of the Ocean Avenue buffer is necessary to create the desired layout. The applicants state that the request would only impact approximately 2 percent (40 square-feet) of the landscape buffer along Ocean Avenue and that the average width of the buffer exceeds 10 feet (Figure 8).

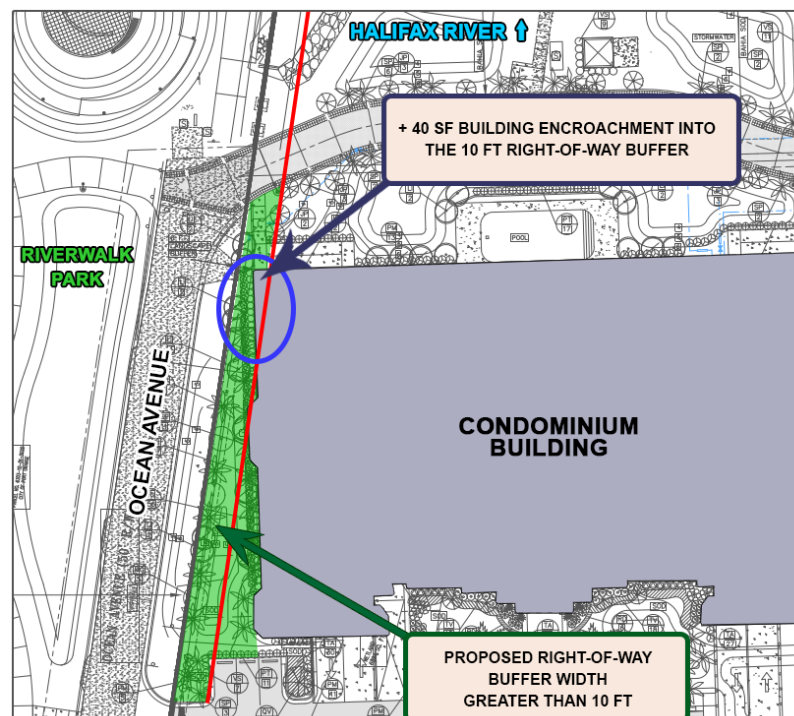


Figure 8. Proposed Ocean Avenue Landscape Buffer.

4. Temporary Overnight Docking: The applicants are proposing a full service marina in Phases 4 and 5. In addition to docking of personal boats and rental boats, the applicants are requesting approval to allow temporary overnight docking of a vessel at the marina. The temporary overnight docking would allow boat owners to sleep overnight in their boat docked at the marina for a period of time not to exceed thirty (30) consecutive days in any six-month consecutive time period. According to the MDA, the developer will be required to provide water, electric and pump utility services to any boat using a dock for temporary overnight dockage.

The applicants are 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.

5. 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. Off-Site Signage on City Property at Corner of Dunlawton & Ridgewood and Dunlawton & Halifax: The proposed signs would be located at the northeast corner of Ridgewood Avenue and Dunlawton Avenue, in the vicinity of the existing Riverwalk temporary sign and the north side of the Halifax Drive and Dunlawton Avenue intersection. The signs would identify the entire Riverwalk project along with certain businesses and uses located in the Project Area Property and with the entire Riverwalk area. According to the MDA, the property owner will request a license agreement that must be approved by Council to install the off-site signs. The appearance and exact location of the signs will be reviewed with the license agreement.

At the May 26 Planning Commission Meeting, language was proposed to establish the construction timing of the improved public trail. The applicants agreed to language being added to the MDA that requires construction of the improved public trail to begin within 2 years of the approval of the MDA and completion in 3 years subject to the applicants having the opportunity to request approval of a license agreement to use a portion of the existing sign at the northeast corner of Ridgewood Avenue and Dunlawton Avenue as a temporary off-site sign for proposed and existing uses within the Project Area Property.

- b. Off-Site Signage on Lot #9: Two (2) Off-Site Signage on Lot #9: The proposed signs would be located along Ridgewood Avenue, near the driveways on Lot #9. The signs would identify the business located on Lots 1-6. One of the proposed signs could have up to 84 square feet of sign area and up to 5 tenant panels and the second proposed sign could have up to 48 square feet of sign area and would be dedicated for an individual tenant (restaurant on the point).

According to the applicants, the off-site signage is being requested due to the configuration of the proposed lot layout. The businesses located on Lots 1-6 would not have any frontage on Ridgewood Avenue. The intent of the signs is to alert customers traveling on Ridgewood Avenue of the uses located along the Halifax River. The applicants indicated the marina, restaurant on the point, accessory retail and office uses would be located on the multi-tenant sign and the restaurant on the point would be located on the individual tenant sign. As the project develops, the two-condominium buildings will minimize the visibility of the businesses along the river and signage along Ridgewood Avenue will be necessary.

An example of a similar sign to the off-site multi-tenant sign proposed is the sign installed in front of Starbucks and Chipotle on Dunlawton Avenue that has 84 square-feet of sign area, 5 tenant panels, and off-site advertisement for Lowes. This off-site signage was approved through a PCD because Lowes did not have any frontage on Dunlawton Avenue after the outparcel was created. An example of a similar sign to the off-site individual sign proposed is the sign installed in front of Captain Daddy's Riverboat Restaurant.



- c. Use of Strings of Light Bulbs: The LDC only allows the use of string lights during traditional holidays for commercial uses. The applicants are requesting to use string lights year-round to create a festival feel. According to the applicants, string lights would be installed as a decorative feature for the area located east of the condominiums. The MDA requires all string lights to comply with the National Electric Safety Code.



- d. Projecting Wall Sign: The applicants are requesting to have the option to use projecting wall signage for the businesses located within the Project Area Property. A projecting wall sign is defined in the LDC, as a sign supported by a wall of a building, projecting away from that wall 12 inches or more, and designed with a face or faces reading at an angle to the wall. Projecting signs are only allowed at the Pavilion and in the Planned Community-Agricultural (PC-A) and Ridgewood Development (RD) zoning districts. According to the applicants, the use of projecting wall signs add character to a commercial project. The projecting sign area would count toward the overall amount of wall signage permitted for a tenant or building.



- e. 24 Square-Foot Identification Signs – Lots 1-6: The applicants are requesting one identification sign for the businesses located east of the trail. The identification signs would be to identify the businesses east of the improved public trail to those walking on the trail or walking in from the parking lot. The LDC currently allows identification signs but the maximum size is 2 square-feet and the applicants is requesting one identification sign per lot with a maximum area of 24 square-feet and maximum height of 6-feet.



- f. Directional Signs: The applicants are requesting directional signage for the business located east of the trail. The directional signs would identify the businesses and features (Riverwalk Park) along the improved public trail. The LDC currently allows directional signs but the maximum size is 4 square-feet and 4-feet tall. The applicants are requesting directional signage with a maximum area of 10 square-feet and maximum height of 8-feet.



5. Height for Architectural Appurtenances: The LDC allows decorative architectural features on the top of a building to be above the maximum height limit established for a zoning district. The additional height allowed by the LDC ranges between 5 feet to 20 feet for architectural features such as chimneys, cupolas, mechanical rooms, belfries, and spires. The applicants are requesting that additional height for cupolas be 30 feet (Table 4). According to the applicants, the additional height is needed so the features can be designed to be proportional to the building's height.

The proposed condominium towers meet the 175-foot height requirement in the LDC and under the current code could have 10-foot tall cupola on the roof making the overall height of the tower 185 feet. The applicants are requesting that additional height for cupolas be 30 feet instead of 10 feet (Figure 9 – Page 20).

	Max Building Height	Cupola Height	Overall Height Permitted
LDC	175 feet	10 feet above 175-foot height limit	185 feet
Proposed MDA	175 feet	30 feet above 175-foot height limit	205 feet

Table 4. Current and proposed additional height for architectural features

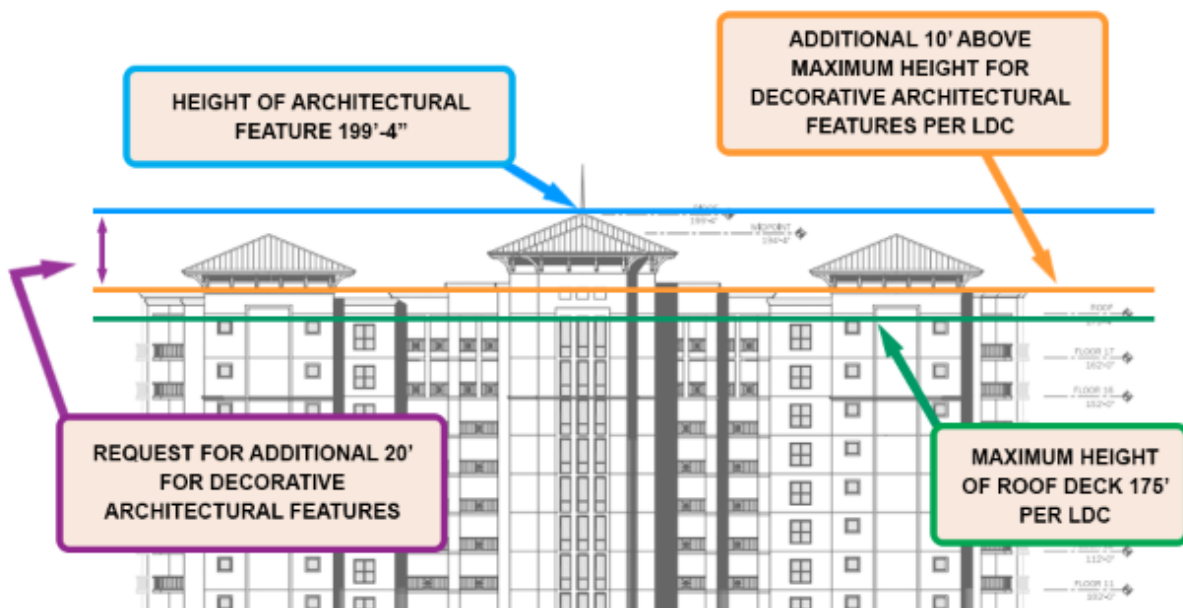


Figure 9. Additional height for architectural features

7. **Lot Size and Width:** The applicants are proposing to replat the 11.9-acre “Project Area Property” into 9 new lots and a 23-foot wide tract (Tract A) of land dedicated to the City for pedestrian right-of-way, government and emergency vehicles, and for park purposes. The conceptual replat exhibit in the MDA establishes the general lot width and area for the proposed 9-lots and Tract A within the Project Area Property. The condominium buildings will be developed on Lots 7 and 8. The restaurant on the point will be located on Lot 4 and the parking lot that will serve the uses on Lots 1-6 will be developed on Lot 9. The remaining lots (1-3, 5 and 6) will be separately platted lots (Figure 10).

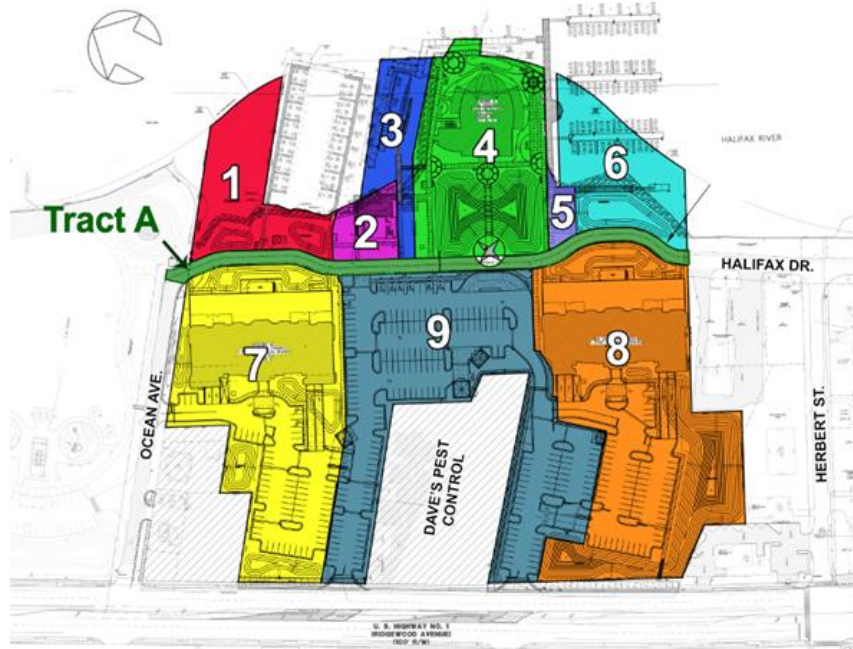


Figure 10. Proposed Lot Configuration - Replat

The proposed 9 lots do not meet the current lot width and area requirements in the LDC for the Hi-rise residential and Mixed-use project types. According to the applicants, the proposed lot configuration is for financing purposes but the 9 lots will function as one cohesive site, with shared parking, stormwater and utilities.

	Hi-rise Project Type	Mixed-use Project Type
Current Minimum Lot Width in the LDC	500 feet	0 feet
Current Minimum Lot Area in the LDC	5-acre	1-acre

Table 5 – Current Lot Width and Area requirements in the LDC

When the minimum lot width and area were established for the Hi-rise residential and Mixed-use project types, 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 (Table 5). The original development concept for Riverwalk has now changed to utilizing smaller-scale plans to create the mixed use, waterfront project.

Consistency with Comprehensive Plan:

The subject properties are designated *Planned Community-Riverwalk* on the City's Future Land Use Map.

The *Planned Community-Riverwalk* Land Use standards 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 could be

integrated with future developments south of Herbert Street to achieve the overall walkability goals for the entire Riverwalk area.

The permitted uses listed in the proposed MDA are consistent with the intent of the future land use designation.

SUMMARY:

The proposed restatement of the MDA and CDP is intended to expand the Project Area Property and establish regulations for development. The additions proposed by the applicants in the proposed restatement are related to development of a two (2) residential condominium buildings, restaurant on the point property, 58-slip marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property), two (2) marina multi-purpose support buildings, public trail and park with a 20-foot wide improved public trail, and associated site improvements (parking, landscaping, stormwater, utilities, and signage) and maintaining the use of the existing marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property) and Captain Daddy's Riverboat restaurant.

The proposed development requirements in the restated MDA are generally consistent with the recent development approach for Riverwalk, which has evolved to using segmented plans for development of specific areas to achieve the goals of the Port Orange Town Center (POTC) Redevelopment Plan.

The applicants are requesting two types of deviations from the LDC in the proposed MDA. The first type of proposed deviations is from the PC-R zoning requirements related to developing smaller individual projects instead of a Master Planned project. The second type of proposed deviations is from requirements for site improvements the applicants believe are necessary for the type of project being proposed. According to the applicants, a majority of the "second type" deviations are necessary because of the uniqueness of the proposed project. Two "second type" deviations present the greatest concern.

1. Parking Ratio for Condominium Building: According to the applicants, the parking ratio of 1.5 spaces per 1 residential unit is sufficient for the type of condominium owners anticipated to purchase these units. There is concern that at peak times during the year (winter, spring break, race weeks), the use for the condominium units will require additional parking and this could impact available parking for the commercial uses and possibly impact the City park parking lot. However, according to the applicants, the amount of parking provided for each condominium is sufficient because a majority of the unit owners are not expected to be year-round residents, instead the unit owners are anticipated to be in their units for only a few weeks at a time. The majority of the 260 units are two bedrooms and the applicants do not anticipate unit owners having more than one car.

The applicant's proposed parking ratio requires 390 parking spaces be provided for the proposed 260 condominium units. The requested reduction in parking spaces amounts to 195 less parking spaces than required by code and 130 parking spaces less than most of the comparison cities.

2. Tree Preservation: According to the applicants, the amount of fill required to develop the site is the reason these deviations are being requested. Based on past conceptual plans for the Riverwalk area, it appears it has always been contemplated that a majority of the existing trees in the Riverwalk area would be removed due to the finished floor elevation requirement in the LDC to ensure flood protection. As the Riverwalk area is developed, landscaping will be required to be planted at the higher elevation.

RECOMMENDATION:

The proposed restated MDA does not command extensive innovative design features, but is generally consistent with the recent development approach of Riverwalk. Overall, staff concludes that the proposed restated MDA is consistent with the general intent of the Comprehensive Plan and the POTC Plan based on the recent development approach of smaller-scale developments instead of using master development plans for Riverwalk. Some positive aspects of the proposed restated MDA include the construction of a 20' improved public trail, development of entertainment uses along the water, and residences in the Riverwalk area.

Approval of the Restated Riverwalk Marina & Riverboat Master Development Agreement and Conceptual Development Plan subject to the following:

- Amendment to the Port Orange Town Center Conceptual Development Plan
- Subdivision Replat
- Site Improvement Agreement or Subdivision Improvement Agreement, whichever occurs first
- Deed of Dedication with Consent and Joinder Agreement
- Economic Development Incentives Agreement
- Exchange agreement for the Cardwell Funeral Home Property
- Resolution vacating a portion of Halifax Drive
- Resolution limiting vehicular access to portion of Ocean Avenue
- Deed conveying Cardwell Funeral Home to Owner/Developer
- License Agreement for temporary off-site sign at the northeast corner of Ridgewood Avenue and Dunlawton Avenue
- Temporary Construction Easement for public trail and park

ATTACHMENTS:

- Exhibit 1 – See Ordinance 2016-15 for the Restated Riverwalk Marina and Riverboat Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
- Exhibit 2 – Minutes from the June 30, 2015 City Council Workshop.
- Exhibit 3 – Current permitted uses in the LDC for the Hi-rise residential, Mixed-use, and Marina Project Types



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Exchange Agreement for the Cardwell Funeral Home Property

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve the Exchange Agreement with Exhibits; and to authorize the CRA Chairman and City Manager to execute and the City Clerk to attest and seal all documents; to authorize the City Manager to act on behalf of the Agency for implementing the Exchange Agreement; and the approval shall be subject to City Council's approval of all agenda items in the meeting of August 11, 2016 and as otherwise approved by City Council.

SUMMARY: The Exchange Agreement provides for the Deed to the Cardwell property to be held in an Escrow until the improvements to the Public Park and Trail are completed. This transaction is similar to the Escrow that was implemented for Altamira.

The City Attorney recommends that the Community Redevelopment Agency authorize the City Manager and City Attorney to approved the final documents for and implement the Escrow Agreement, the Special Warranty Deed, the Temporary construction easement for demolition and the final bond documents for the replacement lease revenues in the CRA amount determined appropriate.

The Exhibits will be made available when completed.

ATTACHMENTS:

1.	Property Exchange Agreement	Property Exchange Agreement.pdf
2.	Broker Opinion of Value	Broker Opinion of Value.pdf

Melanie Schmotzer
Margaret Roberts
M. Jake Johansson

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**



PROPERTY EXCHANGE AGREEMENT

THIS Property Exchange Agreement (hereinafter the "Agreement") is made by and between the following parties: The **City of Port Orange**, a chartered Florida municipal corporation, mailing address: 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "**City**"; **Community Redevelopment Agency for Port Orange Town Center**, mailing address: c/o City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "**CRA**" (collectively "Port Orange"); and **Halifax River Partners, LLC**, a Florida limited liability company, mailing address: 1800 North US Hwy 1, Ormond Beach, Florida 32174, hereinafter referred to as "**HRP**", collectively the "Parties". The Effective Date of this Agreement shall not precede July 31, 2016 as required by Section 163.380, Florida Statutes and as otherwise provided herein.

1. Exchange. The Parties hereto are owners of the properties described below and desire to exchange such property interests in the manner described herein. The general concept of the transaction is as follows:

- a. Port Orange agrees to the following:
 - (i) To Escrow a special warranty deed to HRP conveying the fee simple interest to the Parcel numbered 1; and
- b. In exchange therefore, HRP agrees to the following:
 - (i) To deposit with the Escrow Agent the estimated documentary stamp tax and recording costs for the deed; and
 - (i) To provide the city a payment and performance bond to legally guarantee and to construct such improvements to the Public Trail and Park described as Tract A on the proposed Riverwalk at Port Orange Replat and as legally described in Exhibit "A" attached hereto, (including but not limited to walkways, stormwater, landscaping, park benches, lighting, underground electric service, utilities and trash receptacles, as Port Orange and HRP shall mutually agree to in writing in the Riverwalk Amended and Restated Master Development Agreement (MDA), for the marina, restaurant, condominiums and riverboat and as adopted by Ordinance No. 2016- 15 and dated September 13, 2016.
- c. The Parties agree that the exchange shall be contingent on an escrow agreement and escrow closing on the real property interests. The Escrow Agreement shall be in the form attached hereto as **Exhibit "B"**. The delivery for recording of the deed to

HRP shall be contingent upon HRP's completion of the construction of the Public Trail and Park together with all other public improvements described in Phase I of the MDA including the improved and relocated parking for the riverboat restaurant.

- d. The Escrow Agreement shall be closed on or before September 30, 2016 unless otherwise terminated pursuant to the terms of this Agreement or the Escrow Agreement. The City Manager shall be authorized to act on behalf of Port Orange to authorize the final language of the Escrow Agreement, in accordance with the requirements Chapter 286, Florida Statutes.

2. Standards for Real Estate Transactions. This Agreement shall incorporate and be subject to a portion of the terms and Standards for Real Estate Transactions set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "C."** In the event of a conflict between the terms of this Agreement and the terms contained in Exhibit "C", the terms of this Agreement shall control.

3. The Property Interests. Port Orange pursuant to RFP #12-2 and this Agreement intend to exchange real property for construction improvements (hereinafter the "Property Interests") as more particularly set forth hereinafter.

4. Port Orange properties. The CRA warrants that it is the owner of the below-described parcels of real Property with its appurtenances, located in the County of Volusia, State of Florida and that no lands are adjacent to the Halifax River mean high water.

- a. Parcel Number 1, Tax ID number 630311020030, with street address of 3571 Ridgewood Avenue, Port Orange, Florida 32129.

5. "As Is for Maintenance, Where Is". All Parties hereto acknowledge and agree that the exchanged Property Interests are exchanged on an "As Is Maintenance, Where Is" basis and that each Party which is to receive the Property Interest to a Property described herein has inspected or will have inspected such Properties and is relying entirely on its own investigations and its inspections in proceeding with the transactions contemplated hereunder. Without limiting the foregoing, all Parties hereto expressly confirm, acknowledge and agree that at escrow closing and upon delivery of the deed, they will accept the Property Interests in its then present state, condition and location, and that the conveying Party has made no representations, warranties, terms, conditions, understandings or collateral agreements, express or implied by statute or otherwise with respect to the Property Interests except as expressly set forth herein. Each Party shall have full and complete access to the Properties which it will acquire hereunder for any inspections that such Party deems desirable regarding the Properties, but must make such inspections in a manner which does not unreasonably disturb tenants.

6. Inspections. Prior to the Escrow Closing, the Parties shall have an opportunity for an "Inspection Period"; the Inspection Period for HRP is defined to be the period commencing on the effective date of this Agreement through September 10, 2016; the Inspection Period for Port Orange is defined to be the period commencing on the effective date of this Agreement through 30th day subsequent to the delivery of the constructed improvements to the City. HRP and Port Orange, their employees, third party consultants, construction inspectors, lenders, engineers, accountants and attorneys (collectively, the "Parties' Representatives") shall be entitled to conduct a "Basic Property Inspection" of the Property, which will include the right to: (i) enter upon the Property and improvements, at reasonable times and on reasonable notice to the owner and tenant thereof, to perform inspections and tests of the Property and the improvements, (ii) make investigations with regard to environmental conditions of the Property and the improvements and compliance with all applicable laws, ordinances, rules and regulations, (iii) review the leases affecting the Property, and (iv) make any other inspections of the Property it deems appropriate, including any determination of applicable ordinances, land use provisions, city code requirements or any other restriction pertaining to the Properties. If HRP determines in its sole and conclusive opinion that the results of any inspection, test, examination or review do not meet its criteria, in its sole discretion, for the acquisition, financing or operation of the Properties in the manner contemplated by Transferee, then HRP may terminate this Agreement by written notice to other Parties (the "Termination Notice"), given not later than September 10, 2016 (the "Approval Date"), whereupon this Agreement shall terminate, any Deposit shall be returned, and all Parties shall be relieved of further liabilities or obligations hereunder. If any Party fails to timely deliver a Termination Notice to the other Parties prior to the Approval Date, such Party shall be automatically deemed to have forever waived its right to terminate this Agreement based upon the Inspections and the Properties shall be deemed acceptable to the Party. The documented prior condition of the septic system and other environmental assessments shall be provided to HRP for Parcel 1 and shall not constitute hazardous material or a hazardous environmental condition for purposes of this contract.

7. Title Evidence and Closing Costs. Port Orange shall obtain, at its expense, an owner's title insurance commitment to insure HRP for the exchange value of \$_____, against loss or damage by reason of defect that has occurred since Port Orange obtained title in the above-described premises. Such policy shall be delivered to Transferee at the time of closing. On or before September 5, 2016, Port Orange shall cause to be delivered to and receipted by HRP's legal representative, on behalf of HRP, during the Inspection Period a title insurance commitment in accordance with Standard A, together with copies of all items noted in Schedule B - Section 1, as prepared for execution and with copies of all items noted in Schedule B - Section 2, as evidenced in the public records or otherwise. For purposes of this Agreement the exceptions listed in Proposed Schedule B - Section 2, as shown on Exhibit "D" attached hereto, shall not constitute defects in the title of Port Orange. Port Orange reserves the right to select the title insurance company issuing the commitments for Property sold by Port Orange.

8. Taxes and Assessments. HRP agrees to pay the prorated ad valorem taxes at the time of the escrow closing, if any, and all other taxes and assessments, if any, that subsequently become due on Parcel 1 after closing in escrow.

9. Risk of Loss. Risk of loss or damage to the premises by fire or other casualty between the date of this Agreement and closing shall be and is assumed by existing property owner.

10. Closing. Closing will take place in escrow. _____, Esquire, a Florida licensed attorney who does not represent a Party, shall serve as Escrow Agent. The Escrow closing shall take place on or before September 30, 2016, unless otherwise extended by mutual written agreement of the Parties. In the event HRP is unable to obtain approval of the Amended and Restated Master Development Agreement by September 13, 2016 this Property Exchange Agreement shall be of no further force or effect. The escrow closing shall not be extended except by written mutual agreement of the Parties. At the escrow closing, each Party will provide the other Party with the closing documents required to transfer all Property Interests as set forth in this Agreement and pursuant to the terms and conditions of the Escrow Closing Agreement executed simultaneous herewith. In the event that the Parties are unable to agree upon

11. Closing Costs. HRP shall pay the Escrow Agent's fees, the closing costs and documentary stamp tax for Parcel 1 transferred hereunder. Costs of environmental audits, surveys and other inspections shall be paid by the HRP.

12. Fees. All Parties hereto warrant that no broker's commission is to be paid by any Party for the exchange of any of the properties interests. All Parties acknowledge that Port Orange shall not be responsible for the payment of a brokerage fee for the transfer of Parcel 1 in the event that HRP utilized the services of a Florida Real Estate Broker. Each Party hereto shall be responsible for any appraisal report prepared at its request, and shall be responsible for fees incurred for independent review of this proposal by attorneys, engineers, or any other professionals, if any.

13. Environmental Audit. As set forth in the Inspection Period, any Party shall have the right to conduct an environmental audit of the Properties which such Party shall acquire hereunder, which audit shall be certified to the Party obtaining such audit. In the event the environmental audit detects the presence of any hazardous materials not previously known or disclosed by the Transferor on the Property, the Party to which such Property is to be conveyed, at its sole option, may elect to terminate this Agreement and neither Party shall have any further obligations under this Agreement. For purposes of this Agreement, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct. Port Orange has disclosed environmental assessments of the prior conditions as set forth in paragraph 6.

14. Intended Use of the Subject Property. The Parties acknowledge that HRP intends to utilize the subject real Property for the following uses: high rise residential condominiums and associated infrastructure. The Port Orange intends to utilize the Public Trail and Park as a public pedestrian and recreational park and open space.

15. Hold Harmless and Indemnification. When performing inspections HRP shall hold harmless, indemnify and defend Port Orange, its members, officials, officers and employees against any claim, action, loss, damage injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the entry upon the Properties and the performance of the inspections provided for herein, except as caused by negligence of Port Orange, their members, officials, officers or employees.

16. Notices. All notices provided for in this Agreement shall be sent or delivered by registered or certified mail to the Parties, return receipt requested, with a copy forwarded to their respective attorneys, at the addresses set forth below or at such other addresses as the Parties shall designate to each other in writing and by e-mail at the addresses provided for herein:

City: City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Attention: City Manager
JJohansson@port-orange.org

Copy to: Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, Florida 32129
mroberts@port-orange.org

Copy to: Other Parties:

Halifax River Partners, LLC
1800 North US Hwy 1
Ormond Beach, Florida 32174
ja@microflexinc.com

Copy to: Smith, Stout, Bigman & Brock, P.A.
Attn: Jeff Brock, Esq.
444 Seabreeze Blvd. Suite 900
Daytona Beach, Florida 32118
jbrock@daytonalaw.com

Any notice of demand so given, delivered or made by hand delivery, United States mail and/or e-mail shall be deemed so given, delivered or made on the day posted (as evidenced by receipt) addressed as above provided, with postage thereon fully prepaid and/or e-mail confirmation of delivery. The Parties hereto may from time to time notify the other Parties of changes with respect to whom and where notices should be sent by sending notification of such changes pursuant to this Paragraph.

17. Approval of Agreement. On or before September 13, 2016, this Agreement is contingent on approval by the Port Orange City Council and the Community Redevelopment Agency for Port Orange Town Center in accordance with the requirements of general law.

18. Effective Date. The Effective Date of this Agreement shall be the date of approval by the Port Orange City Council and the Community Redevelopment Agency for Port Orange Town Center; such approval shall be evidenced by the signing by all Parties to this Agreement.

19. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision thereof.

20. Attorney's Fees; Costs. In any litigation, including breach, enforcement or interpretation arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party reasonable attorney's fees, costs and expenses relating to the conduct of such litigation, up to and including trial and related appeals and post judgment collection proceedings.

21. Execution of Documents. Each Party hereto covenants and agrees that it will at any time and from time to time do such reasonable acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such reasonable documents in order to carry out fully and effectuate the transaction herein contemplated.

22. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other

covenant, agreement, term or condition. Any Party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

23. Assignability. The Parties may assign this Contract, without the written consent of the City and the CRA.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[THE REMAINDER OF THIS PAGE INTERNATIONALLY LEFT BLANK]

This Agreement for Exchange of Real Property is executed by the Parties as of the respective dates shown below.

WITNESSES:

CITY OF PORT ORANGE

A Chartered Florida Municipal Corporation

By: _____

Allen Green, Mayor

Printed Name

Attest: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Agreement for Exchange of Real Property was sworn to and acknowledged before me this _____ day of _____, 2016, by Allen Green, the Mayor, respectively, for the City of Port Orange, a chartered Florida municipal corporation who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who are personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Agreement for Exchange of Real Property was sworn to and acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, the City Clerk, respectively, for the City of Port Orange, a chartered Florida municipal corporation who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who are personally known to me.

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

WITNESSES:

**Community Redevelopment Agency
For Port Orange Town Center:**

Printed Name:

By: _____
Allen Green, Chairman

Printed Name:

Date: _____

Witnesses as to Both

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Agreement for Exchange of Real Property was acknowledged before me this _____ day of _____, 2016, by Allen Green, Chairman of the Community Redevelopment Agency for Port Orange Town Center, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who is personally known to me or who produced _____ as identification.

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

WITNESSES:

HALIFAX RIVER PARTNERS, LLC
a Florida Limited Liability Company

Printed Name:

By: _____
Josif Atanasoski, Manager

Printed Name:

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Agreement for Exchange of Real Property was acknowledged before me this _____ day of _____, 2016, by Josif Atanasoski, Manager of Halifax River Partners, LLC, a Florida limited liability company, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who is personally known to me or who produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION for location of Public Trail and Park Improvements

EXHIBIT “B”

Form Escrow Agreement

Final Approval by City Manager

EXHIBIT “C”

Standards for Real Estate Transactions set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc.

Exhibit “D”

(Insert Permitted Exceptions to Title)

Broker Opinion of Value



Community Redevelopment Agency for Port Orange Town Center 3571 Ridgewood Ave, Port Orange, FL

3 to 6 month Value Range: \$253,000 to \$271,000

Price Per SF: \$56 to \$60 SF

Number of Buildings: One

Building SF: 4,511

Land : 29,000 sf

Area: Port Orange

Parking space: 10 marked spaces

Subject Property: Current use Funeral home

Valuation based on current structure being allowed to continue to operate as funeral home or offices. Also, noting current lot size is too small for redevelopment

Cross Street: Ocean Ave

Tax Parcel No(s): 6303-10-02-0030

Market: Port Orange

No. of Parcels: 1

Year Built: 1974

Street Frontage: Ridgewood Ave

Corner: No

Zoning: PC-R

'Planned Community – PO River Walk'

Valuations

Sold Properties

4730 S Ridgewood Ave, Port Orange, FL

4,960 sf Ofc & Warehse sold 3/2014 for \$325,000 or \$65.52 psf blt 1995-2002

3911 S Nova Road, Port Orange, FL

4,880 sf Older medical ofc sold 12/214 for \$400,000 or \$81.96 psf blt 1978

3928 S Nova Road, Port Orange, FL

5,088 sf Ofc sold 12/2015 \$350,000 or \$114.38 psf blt 2000

Listed Properties

3450 S. Ridgewood Ave 1, Port Orange, FL

2,220 sf Bank owned retail Asking \$199,900 or \$90.86 psf over 365 DOM

4390 & 4374 S. Ridgewood Ave, Port Orange, FL

2,009 sf retail and house Asking \$225,000 or \$112 psf 450 DOM

3511 S Peninsula Dr, Port Orange, FL

2,640 sf Prof ofc Asking \$220,000 or \$83.33 psf 22 DOM



Prepared for:
Community Redevelopment Agency for
Port Orange Town Center



Prepared 7/24/2016 by: John W. Trost, PA, CCIM
SVN | Alliance Commercial Real Estate Advisors
1275 W. Granada Blvd, Suite 5B
Ormond Beach, FL 32174

386-301-4581

john.trost@svn.com

John W. Trost, PA,
CCIM

Digitally signed by John W. Trost, PA, CCIM
DN: cn=John W. Trost, PA, CCIM, o=SVN Alliance
Commercial Real Estate Advisors, ou,
email=john.trost@svn.com, c=US
Date: 2016.08.02 17:42:55 -0400

Respectfully submitted as of date stated.

The information listed above has been obtained from sources we believe to be reliable, but we make no representations or warranties, expressed or implied. We accept no responsibility for its accuracy or correctness.

This evaluation is not an appraisal, it is limited to the use of Recipient and is not a guarantee of value.



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Escrow Agreement

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve execution of the Escrow Agreement subject to the City Manager and City Attorney review and approval.

SUMMARY: The Escrow Agreement is between (1) the Escrow Agent who is an attorney that is independent of either party, (2) the City/CRA and (3) Halifax River Partners, LLC (HRP). The Escrow Agreement provides that the Cardwell deed to HRP shall be held by the Escrow Agent and only delivered for recording after the city accepts the improvements to the Public Trail and Park.

The final form of the Escrow Agreement shall be approved by the City Manager and City Attorney and implemented accordingly.

A draft Form Escrow Agreement shall be transmitted separate from this agenda delivery.

ATTACHMENTS:

Melanie Schmotzer
Margaret Roberts
M. Jake Johansson

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Proposed funeral home Deed for Escrow

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve execution of the deed for Cardwell, subject to the City Attorney review and approval.

SUMMARY: The final deed shall be reviewed and approved by the City Attorney.

ATTACHMENTS:

Melanie Schmotzer
Margaret Roberts
M. Jake Johansson

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Temporary construction easement for demolition

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve execution of the Temporary Construction Easement subject to review and approval by the City Attorney.

SUMMARY: The Temporary Construction Easement permits the Halifax River Partners, LLC to demolish the structures above and below ground and to grade the site for proposed dry stormwater storage. The easement shall be transmitted separate from this agenda delivery.

ATTACHMENTS:

Melanie Schmotzer
Margaret Roberts
M. Jake Johansson

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Bond in the amount of average annual lease revenues

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve and authorize the City Manager to secure the guarantee in the amount of \$100,000.00, subject to the City Attorneys approval of the guarantee documents.

SUMMARY: Halifax River Partners, LLC proposes to offset the City's loss of rent for the next two years during construction. The guarantee for the loss of rents may be in the form of a bond, letter of credit or cash deposit with the City and is estimated at \$100,000 based upon the average annual rents over the last tow years. The current tenant has provided proper notice to terminate and relocate in September 2016. The City anticipates that the Phase I portion of the Riverwalk Project will commence construction activities upon the approval of the site plan and completion of funding.

The form of the guarantee will be prepared once the developer selects the form. The final form will be reviewed and approved by the City Attorney.

ATTACHMENTS:

Melanie Schmotzer	Created/Initiated - 08/05/2016
Margaret Roberts	Approved - 08/05/2016
M. Jake Johansson	Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Economic Incentive Agreement

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve of the Economic Incentive Agreement and authorizing the CRA Chairman and City Manager to execute and the City Clerk to attest and seal all documents.

SUMMARY: Attached is the Economic Incentive Agreement as drafted by the City on July 5, 2016 and as amended per city council direction on August 2, 2016. See the definition of Senior Obligations for the amended underlined language.

Each year the annual debt service for the City on the senior obligations is approximately \$400,000.00. As Halifax River Partners improves the property with designed features the tax revenues will be adjusted based on the annual assessments. Halifax River Partners, LLC will only share in the TIF revenues, as a reimbursement for public improvements not to exceed \$5,000,000.00 and only if the ad valorem tax revenue increases more than \$100,000.00 greater than the tax revenue being generated at the time the plat is recorded, and only if the ad valorem tax revenue increases more than \$100,000 greater than the tax revenue being generated at the time that the plat is recorded.

ATTACHMENTS:

1.	Economic Incentive Agreement	Economic Incentive Agreement.pdf
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Melanie Schmotzer
Margaret Roberts
M. Jake Johansson

Created/Initiated - 08/04/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**

ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT

BY AND BETWEEN

PORT ORANGE TOWN CENTER
COMMUNITY REDEVELOPMENT AGENCY
and
CITY OF PORT ORANGE, FLORIDA,

and

HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company

Dated as of _____, 2016

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (the “Incentive Agreement”), dated as of _____, 2016, is entered into by and between the **Community Redevelopment Agency for Port Orange Town Center**, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “Agency”) and the **City of Port Orange**, Florida, a municipal corporation (the “City”) and Halifax River Partners, LLC, a Florida limited liability company (the “Owner”).

WITNESSETH:

WHEREAS, the Owner is the owner of certain land located within the jurisdiction of the Agency more specifically described in Exhibit “B” attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, the City authorized the issuance of bonds consistent with the Community Redevelopment Plan for Redevelopment Areas for Port Orange Town Center; and

WHEREAS, the Owner has requested certain economic development incentives related to the development of the Property; and

WHEREAS, the Agency is authorized pursuant to Chapter 163, Part III, Florida Statutes (the “Act”) and the Port Orange Town Center Redevelopment Plan, dated December 1, 1998, as amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2007-10 dated March 20, 2007; as further amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2014-22 dated November 11, 2014; and as further amended by Amendment to Redevelopment Plan, pursuant to Ordinance No. 2016- __, dated _____, 2016 (as so amended, the “Redevelopment Plan”), to utilize economic incentives and to expend tax increment funds in order to promote and encourage certain types of development activity within the boundaries of the Port Orange Town Center Redevelopment Area; and

WHEREAS, the Agency, finding it to be in the best interest of the Agency and the health, safety and welfare of the citizens of the City of Port Orange, Florida (the “City”), intends to provide certain economic incentives to the Owner in order to facilitate the development of the Property with the expectation that the Agency’s involvement will encourage and accelerate the timing of the development, thus preserving the property values in the Port Orange Town Center Redevelopment Area, enhancing and expanding economic development and activity within Port Orange Town Center Redevelopment Area in order to provide a stronger, more balanced, and stable economy, enhance and preserve employment opportunities for residents, promote and further the redevelopment of the Port Orange Town Center Redevelopment Area and assist in the funding of certain public improvements as described herein (collectively, the “Public Benefits”); and

WHEREAS, the mixed use nature of the proposed development of the Property (the “Project”) will reduce reliance on the private automobile as a means of transportation and allow for the efficient and economic provision of services and utilities; and

WHEREAS, the Florida legislature has found that government sponsored public-private partnerships and the promotion and support, including financial assistance, of economic development activities is in the public interest and achieves a public benefit; and

WHEREAS, the Agency, City and the Owner wish to reduce to writing the understanding of the economic incentives provided by the Agency and the Owner's obligations with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preamble. The Preamble of this agreement is true and correct and incorporated herein by this reference as if fully set forth below.

Section 2. Capitalized Terms. Capitalized terms in this Agreement have the meanings set forth in Exhibit A or otherwise defined herein.

Section 3. Effectiveness of Agreement. This Agreement will become effective upon execution hereof.

Section 4. Conditions Precedent. The Owner expects to acquire a portion of the Property from the Agency in a property exchange pursuant to the Property Exchange Agreement. Until the Owner and the Agency have approved and executed the Property Exchange Agreement and completed the property transfers to be agreed to therein, this Agreement shall not become enforceable against the Parties.

Section 5. Term. Unless earlier terminated pursuant to Section 12.C hereof, the term of this Agreement ("Term") will commence on the Effective Date and will continue through and including the expiration of the Revenue Sharing Period. Nothing herein will limit the ability of the Parties to enter into future amendments to this Agreement that have the effect of extending the Term. After expiration of the Term, this Agreement will be deemed terminated and of no further force and effect; provided, however, such termination will not affect any obligation of any Party which arises under this Agreement during the Term but is not fully performed as of the end of the Term.

Section 6. Nature of and Authority for Agreement. This Agreement constitutes an economic and business development incentive agreement between the Parties consistent with the economic development objectives of the Agency and the business development objective of the Owner, and does not constitute the creation of a joint venture, partnership or any other form of business enterprise between the Parties. This Agreement contemplates reimbursement to the Owner from the Community Redevelopment Agency for Town Center Trust Fund of significant costs to be incurred by the Owner to construct public improvements needed for the Project, including but not limited to water, sewer, parking or roadway improvements and to otherwise promote Public Benefits. The Agency and the City have determined that payment of the amounts set forth herein furthers a critical public interest of the Agency to attract and retain retail and residential development in the Community Redevelopment Area for Port Orange Town Center.

Section 7. Agreement to Develop Property. The Owner agrees to develop the following facilities:

A. The improvements constituting the initial phase of development of the Property (the “Phase I Improvements”) having an assessed value of not less than \$ _____. Permitting shall be completed and construction of the Phase I Improvements shall be commenced not later than July 1, 2018 and construction shall be completed and certificates of occupancy obtained by July 1, 2019.

B. A residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$_____ (the Phase II Improvements). Permitting shall be completed and construction of the Phase II Improvements shall be commenced not later than December 1, 2018 and construction shall be completed and certificates of occupancy obtained not later than December 1, 2020.

C. A second residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$_____, (the Phase III Improvements). Permitting shall be completed and construction shall be completed and certificates of occupancy obtained not later than December 1, 2021 and completed by December 1, 2023.

Section 8. Relationship to City Code. The express terms and provisions of each element of the Development Agreement, and any subsequently approved amendment to any element of the Development Agreement, are subject to all provisions of City Code and the City Code will apply to the Property in the same manner as it applies to all other properties located within City.

A. Zoning. Zoning and development of the Property will be governed by the terms and conditions of the Development Agreement and City Code. The Parties recognize and agree that the Owner’s ability to move forward with the acquisition and development of the Property and the construction of the Project is subject to the Owner’s ability to construct buildings upon the Property that are consistent in cost and general appearance with its intended development. If the Owner does not obtain City Council approval to construct buildings upon the Property pursuant to current applications filed with the City and consistent in cost and general appearance with its intended development plan, then the Owner shall have the right to terminate this Agreement without any further liability hereunder.

B. Application of City Code. All procedures for processing of Development Applications, and all substantive, procedural, engineering, architectural design and development standards and other technical requirements and standards set forth in the City Code will, notwithstanding any provision of this Agreement, govern and control with respect to zoning, subdivision, site development, and other matters affecting development of the Property, the Public Improvements and obligations with respect thereto. Procedures, standards and requirements associated with Public Improvements and assurance of completion obligations will be governed by the City’s standard form of subdivision and site improvement agreement, as may be amended by City and the Owner (the “SIA”). The City and the Owner will execute the Plat and the SIA for the subdivision on mutually acceptable terms and the Owner will deliver to the City for recording, the subdivision plat and the payment and performance bond identifying the

Public Improvements and other improvements as required in the SIA in conjunction with but no later than City's issuance of a Building Permit for the site improvements. The Owner will be obligated to pay to the City all nominal application and permit fees related to its development of the Property, including but not limited to application and permit fees for sign permits, impact fees, Building Permits, construction documents, construction inspections, right-of-way permits, amendments to approved Development Plans, Grading, Erosion, Sediment Control ("GESCC") permits, or other applications or permits required by other service providers or agencies having jurisdiction over the Property.

Section 9. Tax Increment Rebate. Subject to payment of the Senior Obligations as provided in Section 9.F. hereof, the Agency hereby agrees to provide an economic incentive to the Owner in the form of a rebate of fifty percent (50%) of the portion of the property tax increment revenue received by the Agency and directly attributable to the Property, provided, however, that the total amount so shared shall be limited to the lesser of (i) the cost of the Public Improvements and Public Benefits expended by Owner and (ii) the Revenue Sharing Cap Amount (the "Total Tax Increment Rebate").

A. Calculation Base. For purposes of calculating the property tax increment revenue for the entire Property, it is agreed that the base year valuation of the Property shall be the taxable assessed value of the Property as shown on the records of the Volusia County Tax Appraiser in the tax year that the subdivision plat as approved by the Port Orange City Council on _____, 2016 is recorded in the Public Records of Volusia County, Florida ("TIF Calculation Base Year").

B. Rebate Amount. The tax increment rebate will be calculated in each year during the Revenue Sharing Period and paid on or before July 30th. The Tax Increment Rebate shall be calculated each year as one half of the incremental tax revenue received by the Agency from the Tax Collector for such year attributable to the increase, if any, of the taxable value of the Property over the TIF Calculation Base Year.

Each year during the Term of this Agreement the Agency will provide the Owner with notice of the amount of the estimated Tax Increment Rebate for such year by November 1. The notice shall be delivered to the Owner no later than November 1st of each year. The actual Tax Increment Rebate will be based on actual tax increment revenue received with respect to the Property and may vary from the estimated amount.

The millage rate applied to determine the contribution to the Community Redevelopment Agency for Town Center Trust Fund is based upon the millage rates of the taxing authorities which contribute to the Community Redevelopment Agency for Town Center Trust Fund, including the City, and is subject to change as provided by law.

The Owner may designate third parties to receive all or any portion of the Total Tax Increment Rebate provided that the Owner provides written notice of such designation to the Agency. Any such payment to a third party shall be subject to all the terms and conditions hereof.

Tax Increment payments from the Agency shall be payable solely from assets in the Redevelopment Tax Fund and shall not be a general obligation or debt of the Agency or the City.

C. Compliance Conditions. The Agency's obligation to provide the tax increment rebate is contingent upon the Owner's compliance with the following provisions of this Section 9.C.

i. The Project shall be developed in accordance with the Development Plan and the Development Agreement approved by the City Council, as amended from time to time. The Owner may seek to amend the Development Plan at any time.

ii. Each phase of the Project shall be constructed by a Florida licensed general contractor substantially in accordance with the plans for such phase as approved by the City in connection with the issuance of the building permits for such phase.

iii. Each phase of development of the Property is commenced and completed in accordance with the descriptions and timeframes set out in Section 7.

D. Funding Disbursements; Reporting and Disbursement. Within thirty (30) days after each June 30 of each year of the Revenue Sharing Period, the Agency will remit to the Owner a lump sum payment (a "Funding Disbursement") in the amount required by Section 9.B. Unless the Owner otherwise directs the Agency in writing, each such Funding Disbursement will be remitted to the Owner at the address set forth in Section 24.

E. Audits. The Owner will have all rights available at law or in equity to audit or contest, at its sole expense, the Agency's computation of the Tax Increment Rebate and Funding Disbursements. Audits may be requested by the Owner in writing from time to time, but will not occur more than once annually at the time the Agency subjects its records to audits required by state law, and the scope of any such audit may include any prior period so designated by the Owner in such request. Audits will be performed by an independent auditor using generally accepted governmental accounting principles. The costs of any such audit will be paid by the Owner. The foregoing audit rights and the Agency obligations will survive termination of the Revenue Sharing Period and expiration of the Term for the longer of twelve (12) months after the date on which the Agency is required to subject its records to audits required by state law for the last year of the Revenue Sharing Period or the Parties' full performance of their respective obligations hereunder with respect to any audit request delivered to Agency prior to termination of the Revenue Sharing Period.

F. Senior Obligations. The Agency and City have previously incurred the Senior Obligations, which shall be paid from tax increment revenues prior to the use of tax increment revenues to make economic incentive payments to the Owner. In each year, Funding Disbursements shall be made only to the extent tax increment revenues attributable to the Property are not required to pay the Senior Obligations. The Agency shall keep a record of any Funding Disbursements not made due to the limitation set forth in the preceding sentence ("Deferred Funding Disbursements"). Deferred Funding Disbursements shall be paid in subsequent years as and when tax increment revenues attributable to the Property are received by the Agency which are not required to pay the Senior Obligations (i.e., from the Agency's unshared 50% portion). Any Deferred Funding Disbursements not paid by the end of the Revenue Sharing Period shall be cancelled and not thereafter paid.

Section 10. Use of Funding Disbursement Revenues by the Owner. Funding Disbursements distributed to the Owner will be applied only for a public purpose which will advance (or which has advanced) the redevelopment of the Community Redevelopment Area for Port Orange Town Center and is permitted by the Port Orange Town Center Redevelopment Plan, including, without limitation, Public Improvements and Public Benefits. For purposes of this Agreement, “public purpose” will include, without limitation, the acquisition, design, construction, installation, erection, repair or maintenance of Public Improvements and other activities that promote Public Benefits, which for purposes of this Agreement include but are not limited to:

A. Exterior signage and devices that provide for or permit or enhance public way-finding and direction, building and business identification to the public, traffic control, and parking management within the Property, the Development and/or proximate areas.

B. Parking structures, parking lots, drive aisles, streets, and ways within the Property, the Development and/or proximate areas provided that such locations are routinely accessible to and available for use by the general public. Excepting the public trail and park, such areas shall at all times remain the private property of the Owner and its successors and assigns.

C. Lighting fixtures, power lines, transformers, and other lighting-related improvements to illuminate parking areas, sidewalks, drive aisles, loading areas, and other locations within the Property, the Development and/or proximate areas which are routinely accessible to the general public and which equipment will aid public safety and security.

D. Drainage retention and detention ponds and holding areas, culverts, pipes, inlets, gates, grates, swales, retaining walls, and water quality facilities within the Property, the Development and/or proximate areas which improvements provide for the management of surface water and the controlled retention or release in order to reduce adverse impacts upon and damage to public streets, public intersections, public infrastructure and adjacent private property.

E. Utilities (e.g., water, sewer, gas, electric, communications) and utilities extensions serving the Property, Development and/or proximate areas to the extent that the costs of such utilities improvements are the obligation of the Owner and are not within the responsibility or obligation of the utility service provider; and for purposes of clarification, costs incurred by the Owner for any such utilities improvements prior to the dedication of such utilities improvements to a utility provider (e.g., design and construction costs) or payments or reimbursements made to a utility provider for design and construction costs shall be eligible for Funding Disbursements.

F. Landscaping, including plant materials and landscape-related features (including any artwork) located along the perimeter of the Property, the Development or proximate areas or within the parking areas or other areas within the Property, the Development or proximate areas which are routinely accessible to the general public.

G. Physical improvements and amenities intended to serve the general public while upon the Property, the Development and/or proximate areas, including but not limited to sidewalks, crosswalks, bicycle paths, bicycle racks and storage areas, benches and seating, trash

cans, rest areas, overpasses, and street medians to provide pedestrian safe zones for crossing of roadways and drive aisles.

H. Traffic control devices including traffic lights and crosswalk signals within the Property, the Development and/or proximate areas.

I. Improvements to meet local, state, or federal accessibility standards such as the Americans with Disabilities Act and to aid access for handicapped persons to and within the portions and areas of the Property, the Development and/or proximate areas which are intended for public access.

J. Acceleration lanes, deceleration lanes, turn lanes, and lane striping widening or modification intended to benefit the Property, the Development and/or proximate areas.

K. Any Public Improvements identified in the SIA for the Property, the Development and/or proximate areas.

L. Any other public-related improvements, whether on-site or off-site, if such improvements are for a public purpose and determined by Agency to provide a public benefit, including but not limited to promoting Public Benefits, and/or advance the health, safety and welfare of the community or public convenience.

M. Any other improvements, property, equipment, materials, services and/or undertakings directly or indirectly related to the promotion of the Public Benefits.

N. Any easement granted by Owner to the City/Agency for a public purpose or for a Public Benefit (other than easements granted pursuant to the Property Exchange Agreement or as required by the Development Plan).

The actual costs and expenses incurred by the Owner directly or indirectly related to any of the foregoing plus five percent (5%) per annum from the date the expense was incurred by the Owner shall, without limitation, be reimbursable from Funding Disbursement revenues as a “public purpose” within the meaning of Section 10 of this Agreement; provided, however, notwithstanding anything to the contrary contained in this Agreement, the Agency and the Owner acknowledge and agree that the Property and the Project shall at all times remain the private property of the Owner, subject to a public access deed and use easement rights.

The Owner shall submit to Agency such evidence of payment of such costs as Agency reasonably determines is necessary to verify expenditures for public purposes defined above and to verify that the costs and expenses for which reimbursement is sought were obtained or provided at a reasonable market price consistent with the Public Improvements and Public Benefits provided. The Agency shall have the right to require an audit of the expenditures and the procurement or bidding process by which contracts and subcontracts were entered into; the Owner shall pay the cost of any such audit.

Section 11. Certification of Use of Funding Disbursement Revenues by the Owner. The Owner may apply revenues from Funding Disbursements toward payment or reimbursement of its costs and expenses in accordance with Section 10 above (whether incurred

and/or paid prior or subsequent to commencement of the Revenue Sharing Period) up to the Revenue Cap Amount. Not later than 60 days prior to the due date of Agency's initial Funding Disbursement, the Owner will provide Agency with a certification of the actual amount of costs and expenses incurred in accordance with Section 10 above. The reasonable costs and expenses incurred by the Owner in the preparation of the initial certification and any supplemental certification contemplated by this Section 10 will be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 10 of this Agreement.

Section 12. Defaults and Remedies.

A. Default by a Party. A breach or default by the either Party under this Agreement ("Default") will be defined as such Party's failure to fulfill or perform any express material obligation of that Party stated in this Agreement.

B. Notices of Default. In the event of a Default by either Party under this Agreement, the non-Defaulting Party will deliver written notice to the Defaulting Party of the Default, at the address specified in Section 24, and the Defaulting Party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the Default. If the Default is not of a type which can be cured within such thirty (30) day period and the Defaulting Party gives written notice to the non-Defaulting Party within such thirty (30) day period that it is actively and diligently pursuing a cure, the Defaulting Party will have a reasonable period of time given the nature of the Default following the end of the thirty (30) day period to cure the Default, provided that the Defaulting Party is at all times within the additional time period actively and diligently pursuing the cure and such additional period shall not exceed 120 days.

C. Remedies. If an Owner Default under this Agreement is not cured as described above, City and Agency may enforce the Owner's obligations hereunder by an action for injunction, specific performance, and/or contract damages, or at its election may terminate this Agreement, following which this Agreement will be of no further force and effect and neither Party will have any further obligations to the other hereunder, except that the Owner will remain obligated to pay to Agency any amounts due and owing to Agency as provided in Section 23. If an Agency Default under this Agreement is not cured as described above, the Owner will have the right to enforce Agency's obligations hereunder by an action for injunction, specific performance, and/or contract damages.

Section 13. Representations. In addition to the other representations, warranties and covenants made by the Parties herein, the Parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this Section 13.

A. Full Authority. Each Party has the full right, power and authority to enter into, perform and observe this Agreement.

B. Other Instruments. Unless otherwise specified herein, neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each Party will conflict with, violate or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or

encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, law or decree to which either Party hereto is a party or by which either Party is bound.

C. **Covenants.** Each Party will keep and perform all of the covenants and agreements of such Party contained herein.

Section 14. Costs. The Owner shall pay any expenses incident to the preparation of this Agreement and the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, execution, delivery, filing and recording, as the case may be, of this Agreement and all other agreements, instruments, certificates and documents required in connection with the consummation of the transactions contemplated hereby; and (ii) the reasonable fees and disbursements of counsel and any financial advisor for the Agency and the City.

Section 15. Severability. Any provision of this Incentive Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 16. Effective Date and Term. This Incentive Agreement shall become effective and commence on the date of its approval by the City Council and the Community Redevelopment Agency for Port Orange Town Center and upon execution by the City, Agency and the Owner, subject to the termination, severability and survival provisions set forth herein.

Section 17. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

A. The end of the Term, as provided in Section 5.

B. Termination of this Agreement by the Owner pursuant to Section 8.A. hereof, or termination of the Agreement by its Agency pursuant to Section 12.C hereof.

Section 18. Relationship. This Incentive Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the Agency, the City and the Owner. No party can create any obligation or responsibility on behalf of the others or bind the others in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Incentive Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Incentive Agreement or any responsibility or obligation contemplated herein. The Owner further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Owner as an inducement to entering into this Incentive Agreement.

Section 19. Personal Liability. No provision of this Incentive Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Agency and the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Agency hereunder.

Section 20. Applicable Law and Venue. This Incentive Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Incentive Agreement must be brought and heard in the Circuit Court of the Seventh Judicial Court in and for Volusia County, Florida.

Section 21. Assignment. It is acknowledged that the Owner, as the fee simple owner of the Property, is free to convey title (fee simple, leasehold or otherwise) to third parties of all or portions of the Property. Such third parties shall acquire no right or interest in this Agreement unless expressly granted in a written instrument executed by the Owner. In connection a conveyance to a third party, the Owner (as to the Owner's interest) shall have the right to assign all or any portion of its interests in this Agreement, and the assignee of any interests in this Agreement shall also have the right to assign such interests to another party, provided that: (i) the Owner's interest hereunder shall only be assignable in whole and not in part, and (ii) the assignee must assume in writing the responsibilities, obligations and duties associated with the interests being assigned by the assignor and which may arise after the effective date of the assignment.

Upon the assignee's assumption of such responsibilities, obligations and duties, the assignor shall be relieved of same. The assignor of the Owner's interests in this Incentive Agreement shall provide notice to the Agency of such assignment within fifteen (15) days of the effective date of the assignment. The assignment instrument must include the street address, phone number and facsimile number of the assignee. Such contact information shall be used by the parties under the notices provision below.

Section 22. Amendment. This Incentive Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 23. Attorneys' Fees. In the event of any litigation between the Parties hereto concerning the subject matter hereof, the substantially prevailing Party in such litigation will be entitled to receive from the non-prevailing Party, and will be awarded, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including attorney fees, incurred by the substantially prevailing Party in such litigation, appeal or post judgment collection proceedings.

Section 24. Notices. Notices shall be deemed to have been duly given if sent by facsimile or hand-delivered or mailed, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the Agency: Community Redevelopment Agency for Port Orange Town Center
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

To Owner: Port Orange Riverwalk, LLP
220 Charles Street
Port Orange, Florida 32129
Attn: E.V. LaCour,

Halifax River Partners, LLC
1800 N. US Highway 1
Ormond Beach, Florida 32174
Attn: Josif Atanasoski

With a copy to: Smith, Stout, Bigman & Brock, P.A.
444 Seabreeze Blvd. Suite 900
Daytona Beach, FL 32118
Attn: Jeffrey P. Brock, Esq.

The parties hereby agree to notify each other in writing of any change of address.

Section 25. Captions. The captions and headings of sections or paragraphs used in this Incentive Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

Section 26. Third Parties. The interests of the Owner in this Agreement are personal to the Owner, and although the Owner's interests may be expressly assigned in accordance with the provisions of Section 21, they do not run with the land. The Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries.

Unless expressly granted in a written instrument executed by the Owner, third parties acquiring any indicia of ownership in the Property shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the monetary payments or benefits to arise or be made by the Agency under this Incentive Agreement including, but not limited to, the tax increment rebate. In connection with its sale of the residential units within the Project, the Owner shall hereafter provide notice of the foregoing limitation to unit purchasers at such time that such purchasers give a deposit in order to reserve or purchase their of units.

Section 27. No Delegation of Police Power. The Owner's shall not pledge the credit of the City nor make the City a guarantor of payment of surety for any contract, debt, or, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to the Owner.

Section 28. Compliance Monitoring. The Owner agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that the Owners' implementation of the municipal purposes declared by the Agency herein.

Section 29. Third Party Challenges. In the event of any Legal Challenge by a third party to the validity or enforceability of any provision of this Agreement or any constituent element of the Development Plan, the Parties will cooperate in the defense of such challenge and will bear their own costs and attorneys' fees. Unless otherwise provided herein, during the pendency of any such Legal Challenge, the Parties will abide by and carry out all of the terms of this Agreement, unless otherwise ordered by a court of competent jurisdiction. If any Legal Challenge successfully voids, enjoins, or otherwise invalidates any constituent element of the Development Plan, or any portion thereof, or this Agreement, the Parties will cooperate to cure

the legal defect and to process to completion such instruments as may be necessary or desirable to most fully implement the intent and purpose of this Agreement.

Section 30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein, provided, however, that this Agreement shall not affect the validity of the Development Agreement executed simultaneously herewith or any other written agreement between the parties relating to road impact fees assessed in connection with development of the Property.

Section 31. Counterparts; Copies. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed telecopies/facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

IN WITNESS WHEREOF, the Agency, City and the Owner have duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

**PORT ORANGE TOWN CENTER
COMMUNITY REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the Agency, City and the Owner have duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

CITY OF PORT ORANGE, FLORIDA

Attest:

Mayor

City Clerk
(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as the Mayor of the City of Port Orange, Florida, on behalf of the City. Said person [____] is personally known to me or [____] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public

Printed Name: _____

Serial No. (if any): _____

Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as City Clerk of the City of Port Orange, Florida, on behalf of the City. Said person [____] is personally known to me or [____] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public

Printed Name: _____

Serial No. (if any): _____

Commission Expires: _____

[add signature page for city]

**HALIFAX RIVER PARTNERS, LLC, a
Florida Limited Liability Company**

Printed Name:_____

By:_____
_____, President

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as President of _____, a _____ corporation on behalf of said corporation, who is personally known to me or has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

Exhibit “A”

Definitions

For purposes of the foregoing Agreement, the following terms and references will have the following meanings:

1. **“Agency”** has the meaning set forth in the initial paragraph of this Agreement.
2. **“Agreement”** means this Incentive Agreement and any Exhibits attached hereto, all of which are incorporated herein by this reference, as amended from time to time in accordance with its terms.
3. **“Building Permit”** means any site development approved by the city, and any building permit, occupancy permit, signage permit, fence permit, electrical permit, grading permit, or similar permit required by City Code and/or City’s development or building code, electrical code, plumbing code, fire code, or similar code, as in effect from time to time.
4. **“Building Codes”** means City’s adopted building code, electrical code, plumbing code, fire code, and other similar codes, as in effect from time to time.
5. **“City”** has the meaning set forth in the preambles of this Agreement.
6. **“City Code”** means the Municipal Code of City of Port Orange, Florida (including the Land Development Code and the Building Code and any similar separately codified regulations), as in effect from time to time (or, where the Agreement expressly states, at a particular time stated).
7. **“City Council”** means City Council of the City.
8. **“Default”** has the meaning set forth in Section 12 of this Agreement.
9. **“Development Application”** means the substantially complete application submitted to City by the Owner for any development, subdivision, zoning, site plan or similar land use approval relating to development of any property within the Property, including, without limitation, an application for any zoning or re-zoning, site plan, subdivision plat, Building Permit, construction permit or other form of development permit, or any amendment to or modification of any of the foregoing.
11. **“Development Plan”** means **“Project SIP”** and the Riverwalk Amended and Restated Master Development Agreement, dated as of _____, 2016 between the City and the Owner.
12. **“Effective Date”** means the date on which this Agreement is executed by both Parties and as set forth in Section 3.

13. “Exhibits” means the following Exhibits to this Agreement, all of which are incorporated by reference into and made a part of this Agreement:

Exhibit A — Definitions

Exhibit B — Legal Description of the Property

14. “Funding Disbursement” has the meaning set forth in Section 10.D.

15. “Legal Challenge” means either of the following: (1) any third party commences any legal proceeding that directly or indirectly challenges this Agreement, the Project SIA, and/or any of the Agency’s or City’s resolutions or ordinances approving or ratifying this Agreement or the Project SIP, or (2) any third party submits a petition for a referendum seeking to reverse or nullify any such ordinances.

16. “Owner” has the meaning set forth in the initial paragraph of this Agreement.

17. “Party(ies)” means, individually or collectively as applicable, the Owner, the Agency and the City.

18. “Project SIP” means **“Development Plan”** and the Riverwalk Amended and Restated Master Development Agreement together with the Conceptual Development Plan and other exhibits attached thereto, approved by City Council as amended from time to time, together with any SIA executed by the Parties in connection with the construction of the Public Improvements, as amended from time to time.

19. “Property” means the real property that is legally described in Exhibit B.

20. “Property Exchange Agreement” means an agreement negotiated between the City, the Agency and the Owner relating to the exchange of certain property within the Community Redevelopment Area for Port Orange Town Center.

21. “Public Improvements” means, as more fully discussed in Section 10 of the Agreement, any and all on-site and/or off-site improvements or property, including but not limited to roadways, water lines, sewer lines, storm water facilities, open space, landscaping, traffic control devices, sidewalks, transportation improvements, signage, parking areas or structures and similar or other infrastructure and related or other improvements or property, to be designed, constructed, improved and/or acquired, which will be dedicated for public use or which will be generally accessible to the public, or which otherwise serves a public purpose, in accordance with the Project SIA and the Agreement.

22. “Revenue Sharing Cap Amount” means the total aggregate principal amount of five million dollars (\$5,000,000), which amount is the maximum amount of cumulative Funding Disbursements available under the terms and conditions of this Agreement.

23. “Revenue Sharing Period” means the period commencing on the issuance of the Certificate of Occupancy for the restaurant building and terminating on the earlier of: (i) the

date on which the Owner has received Funding Disbursements cumulatively equaling the Revenue Sharing Cap Amount; (ii) December 31, 2036 or (iii) the expiration of the Agency.

24. “Senior Obligations” means the total debt payments allocable to the Property for the following:

(a) The principal and interest payments with respect to the \$5,230,000.00 of the City of Port Orange, Florida, Town Center Community Redevelopment Agency Tax Increment Revenue Bonds, Series 2007 (together with any refunding or replacement thereof, the “TIR Bonds”); and

(b) The principal and interest payments with respect to \$500,185.50 of the City of Port Orange, Florida Capital Improvement Revenue Bonds, Series 2014 (together with any refunding or replacement thereof, the “Capital Bonds”) allocable to the Property and computed as follows:

The portion of the TIR Bonds and Capital Bonds allocable to the Property shall be the annual debt payments for the TIR Bonds and Capital Bonds multiplied by a fraction, the numerator [10.89] of which is the Property and adjoining Ridgewood acreage and the denominator [43.53] of which is the aggregate acreage of the Riverwalk Special Character District as defined in the Port Orange Town Center Redevelopment Plan.

The total debt payments shall not be increase greater than \$5,730,185.50 and the final debt payment shall not extend longer than October 1, 2036.

25. “SIA” has the meaning set forth in Section 8.B of this Agreement.

26. “Phase I Improvements” means any and all buildings, drive lanes, roadways, water lines sewer lines, storm water facilities, parks, opens space, trails, bike paths, landscaping, traffic control devices, sidewalks, trails, benches, trail lighting, trash receptacles, transportation improvements, parking areas and similar infrastructure and related improvements to be constructed within the Property pursuant to the Project SIA processed and approved by City in accordance with the Development Plan.

27. “Term” has the meaning set forth in Section 5.

28. “TIF Calculation Base Year” has the meaning set forth in Section 9.A. ~~“Total Base Value” has the meaning set forth in Section 9A.~~

Exhibit “B”

Legal Description of the Property



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: License Agreement for temporary off-site sign located at the intersection of Ridgewood Avenue and Dunlawton Avenue, 3999 Ridgewood Avenue

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to recommend approval of the License Agreement and authorizing the CRA Chairman and City Manager to execute and seal all documents; subject to City Council's approval.

SUMMARY: Staff has received a License Agreement application for 3999 Ridgewood Avenue, CRA owned property located at the northeast corner of the Ridgewood Avenue and Dunlawton Avenue intersection. Halifax River Partners, LLC has made this application in connection with a proposal for site modifications and renovation of the existing Riverwalk sign located on the property. The applicant proposes to submit a building permit application to change out the two sign panels within the existing sign frame, paint the lighthouse feature and restore irrigation, landscaping and lighting if the license agreement is approved. Each of the two 96 square foot sign panels are proposed to contain 48 square feet City and 48 square feet Developer associated signage.

The applicants have been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the applicant to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the applicant fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the applicant. City liability concerns are addressed by an indemnity statement in the License Agreement document. The applicant executed the original License Agreement document prior to the City Council meeting.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and has advised the applicants that they will be responsible for water usage and associated costs for irrigation in addition to landscape, lighting and sign maintenance. The area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf
2.	Exhibit B to License Agreement	SHT 4.jpg
3.	Exhibit A to License Agreement	Exhibit A for License Agreement.pdf
4.	Aerial view of License Agreement	Riverwalk Sign License Agreement Map.jpg

	Area	
5.	Sign exhibit	RW Lighthouse Portion Sign Exhibit CC 8-11.jpg
6.	Location Map	location map for 3999 Ridgewood Ave.pdf
7.	Boundary Survey	Property survey 3999 Ridgewood Ave.pdf

Melanie Schmotzer
Wayne Clark
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/29/2016
Approved - 07/29/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the COMMUNITY REDEVELOPEMENT 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, post office address: 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Halifax River Partners, LLC, a Florida limited liability company, whose mailing address is 1800 North U.S. Highway 1, Ormond Beach, Florida 32174, ("Licensee").

PREMISES

WHEREAS, the CRA is the owner of the property described in **Exhibit "A,"** attached hereto and made a part hereof by reference, hereinafter "Subject Property"; and

WHEREAS, the CRA recommended for approval the Riverwalk Amended and Restated Master Development Agreement (MDA) and the City Council did so approve said MDA which provides in part the use of a portion of the Subject Property for the construction, repair, maintenance, landscaping, irrigation, and lighting associated with the signage improvements as set forth in an improvement plan and specifications, as described on **Exhibit "B,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the CRA that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The CRA hereby grants to the Licensee a license to enter upon and to utilize a portion of the Subject Property known as, **3999 Ridgewood Avenue**, located and situated in Port Orange, Volusia County, Florida, for the purpose of construction, repair, maintenance, landscaping, irrigation, and lighting associated with the signage improvements to an existing signage structure (hereinafter "Improvements") as approved by the City and as set forth in the improvement plan and specifications as depicted on **Exhibit "B."**

2. All improvements, uses and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto and any other applicable laws.

3. Licensors and Licensee agree that the content for the sign copy for the surface area of each 96 square foot panel shall be apportioned equally between the two parties and the proposed sign copy shall be approved by the City Manager.

4. The Licensee jointly and severally assumes all responsibility for the construction, repair, landscaping, irrigation and maintenance thereof and, if necessary, replacement of all Improvements depicted on **Exhibit "B."**

5. The Licensee agrees, upon thirty (30) days written notice from the CRA, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the CRA reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

6. The CRA reserves the right to request removal of the Improvements depicted on **Exhibit "B"** in the event that the CRA needs to utilize the property for CRA or City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses or if Subject Property is transferred or conveyed from CRA ownership. The CRA shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the CRA or in cases where emergency work by the CRA or City becomes necessary the CRA or its designee may remove or cause to be removed the Improvements without any liability to the CRA or obligation to replace same upon completion of the CRA or City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

7. The Licensee agrees that no improvements shall be made or altered on the Subject Property except as depicted on **Exhibit "B"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

8. The License granted by this License Agreement shall be effective for a period of five years expiring September 13, 2021 or unless terminated in accordance with the provisions specified herein.

9. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the CRA shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the CRA or its designee and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the CRA may maintain and repair the Improvements and the CRA shall not be obligated to either maintain or repair the Improvements and the CRA shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the CRA resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the CRA jointly and severally against the Licensee. The CRA shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the Licensee, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The CRA shall have the right to establish a special district and to

utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

10. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the CRA to the Subject Property described herein and agrees never to deny such title or to claim title in the Licensee's name.

11. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. If the Licensee cease to be an active owner or developer of the project governed by the Amended and Restated Riverwalk Master Development Agreement recorded in Official Records Book _____, Page _____, recorded in the Public Records, Volusia County, Florida (MDA), the CRA shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the CRA of a new license agreement for the existing Improvements to remain on the Subject Property.

12. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the Improvements; and shall immediately repair any deviation from the signage plan in Exhibit "A," reference herein. The Licensee shall not claim any damages from the CRA for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the CRA's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the CRA a certificate of insurance identifying the CRA as an additional insured within ten (10) business days after City Council's approval of the MDA, referenced herein. The certificate of insurance shall be provided to the City of Port Orange Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the CRA may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the CRA, the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the CRA's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the CRA's removal of any Improvements depicted in **Exhibit "B"** or otherwise permitted by this License Agreement. The CRA shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

13. Licensee's failure to comply with the terms of the MDA, reference herein, shall cause this License to terminate immediately and the CRA may remove all Improvements after thirty (30) days prior written notice to Licensee of their failure to comply with the terms of the MDA and this License Agreement shall be terminated immediately.

14. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: the COMMUNITY

REDEVELOPEMENT AGENCY FOR PORT ORANGE TOWN CENTER, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Halifax River Partners, LLC, a Florida limited liability company, 1800 North U.S. Highway 1, Ormond Beach, Florida 32174 for the Licensee, or as otherwise designated in writing to all respective parties.

15. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

16. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

**COMMUNITY REDEVELOPEMENT AGENCY
FOR PORT ORANGE TOWN CENTER**

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: _____

Allen Green, Chairman

Attest: _____

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the Community Redevelopment Agency for Port Orange Town Center, a public body corporate and politic established pursuant to 163.356, Florida Statutes, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Homeowner Association for Sawgrass
Point, Inc.

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

Lot 9, Block "B", WILSON'S MAP OF PORT ORANGE, as recorded in Map Book 1, Page 154, of the 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.

SUBJECT TO Covenants, restrictions, easements of record and taxes for the current year. Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel Identification Number: 6303-11-02-0090

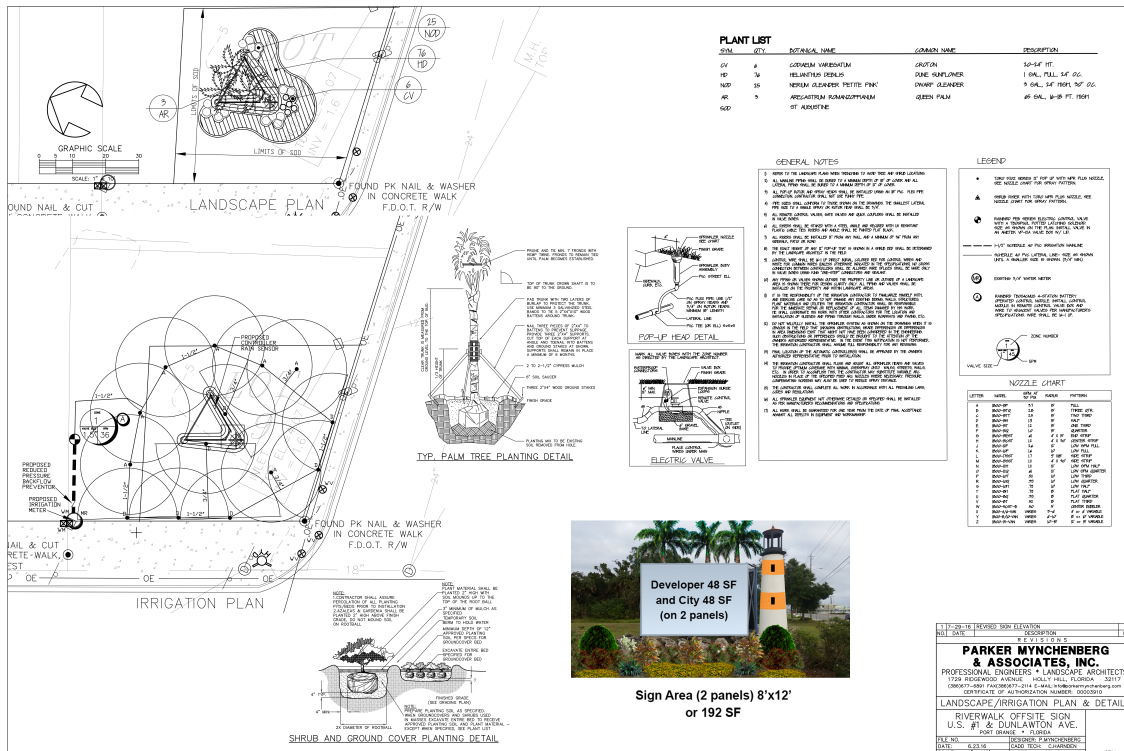


EXHIBIT "A"

Lot 9, Block "B", WILSON'S MAP OF PORT ORANGE, as recorded in Map Book 1, Page 154, of the 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.

SUBJECT TO Covenants, restrictions, easements of record and taxes for the current year. Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

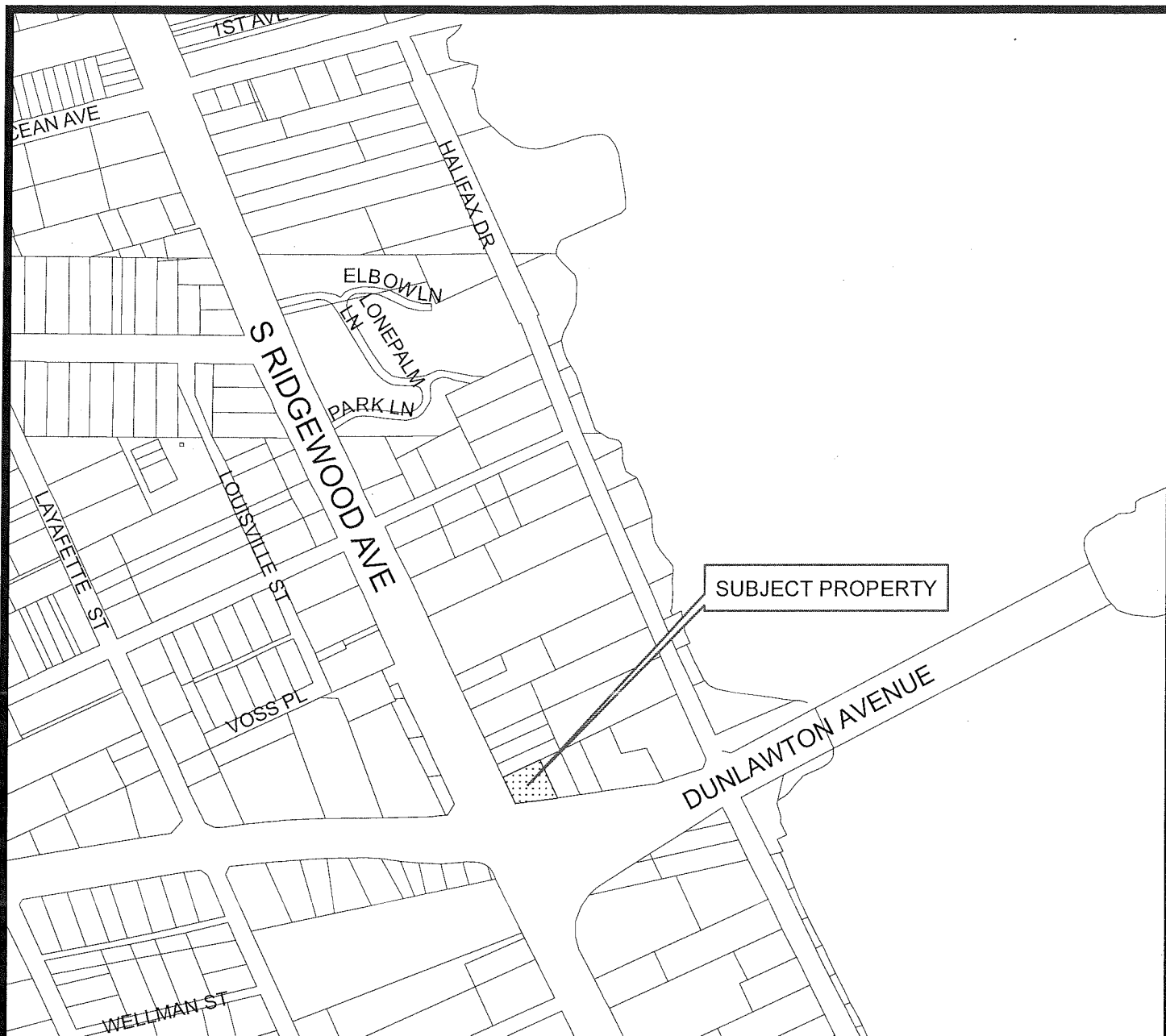
Parcel Identification Number: 6303-11-02-0090





**Developer 48 SF
and City 48 SF
(on 2 panels)**

**Sign Area (2 panels) 8'x12'
or 192 SF**



Case No.: 16-97500008

Applicant: Halifax River Partners, LLC

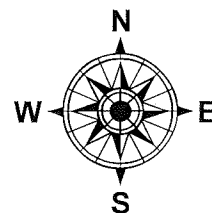
Location: 3999 Ridgewood Avenue

Requested Action: To approve and authorize the execution of a license agreement for proposed site modifications and renovation of the existing sign located at the intersection of Ridgewood Avenue and Dunlawton Avenue



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

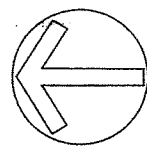


LEGEND / ABBREVIATIONS
 R/W RIGHT OF WAY
 ASPH ASPHALT
 PLAT PLAT DATA
 F.M. FIELD MEASURED
 FND. FOUND
 L.P. IRON PIPE
 L.R. IRON ROD
 CONC. CONCRETE
 TYP. TYPICAL
 S/W SIDEWALK
 FINISHED FLOOR ELEVATION
 H.R. HIGH-ROAD
 H.D. HOLE & DUG
 ONE ONE

CULLUM LAND SURVEYING INC.
 PROFESSIONAL SURVEYOR & MAPPER #5095
 LICENSED BUSINESS #7129
 5688 S. WILLIAMSON BLVD.
 SUITE 1405
 PORT ORANGE, FLORIDA 32128
 (386) 386-761-7909
 (FAX) 386-761-7909

PREPARED FOR: PAMELA OSKANDY
 NOT VALID UNLESS SIGNED BY A PROFESSIONAL SURVEYOR AND MAPPER AND SEALED WITH AN EMBOSSED SEAL

JOB #: 2007-221
 DATE: 11/26/07
 SCALE: 1" = 30'
 DRAWN BY: GSC
 CHECKED BY: GSC
 FIELD BOOK/PAGE: LOOSE
 SHEET 1 OF 1



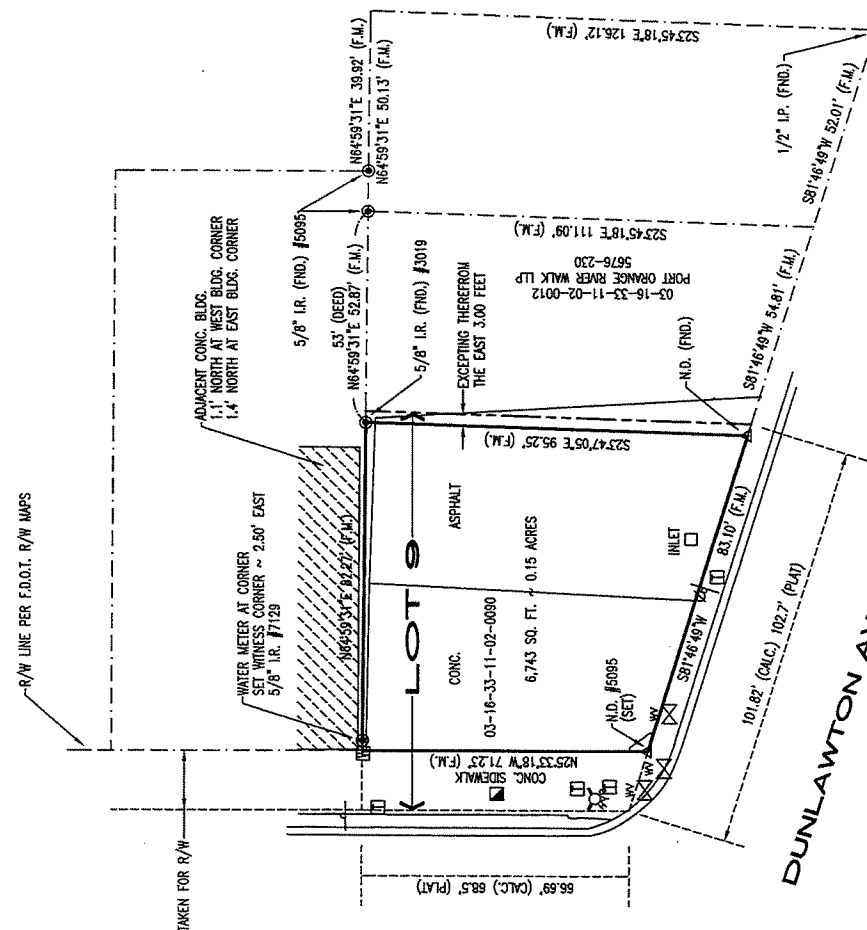
LEGAL DESCRIPTIONS: --- AS FURNISHED ---

LOT 9, BLOCK B, WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE 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.

GENERAL NOTES:

1. DATE OF FIELD SURVEY: 11/19/07.
2. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. THIS SURVEY IS BASED ON EXISTING FIELD MONUMENTATION.
4. NO UNDERGROUND UTILITIES WERE LOCATED.
5. NO UNDERGROUND UTILITIES WERE LOCATED EXCEPT AS SHOWN.
6. BEARINGS REFERENCED TO THE NORTH LINE OF DUNLAWTON AVENUE, BEING N81°46'49"E.
7. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
8. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT. THERE MAYBE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN THAT COULD AFFECT THIS PROPERTY THAT MAYBE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. LEGAL DESCRIPTION FURNISHED BY CLIENT.

SYMBOL LEGEND	
	WATER METER
	INLET
	POWER POLE
	TRAFFIC SIGN
	WATER VALVE
	TRAFFIC CONTROL BOX
	FIRE HYDRANT
	TRAFFIC LIGHT POLE



DUNLAWTON AVENUE (R/W VARIES)

BOUNDARY SURVEY
 SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SHOWN IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON.
 I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G01, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.
 GREGG S. CULLUM P.S.M. #5095
 DATE: 11-26-08

REVISIONS	
1	PER CLIENT'S REQUEST
02/01/08	
2	
3	
4	

- CERTIFIED TO:
- 1) PAMELA OSKANDY
 - 2) CITY OF PORT ORANGE
 - 3) COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER
 - 4) COLUMBIA TITLE RESEARCH CORPORATION
 - 5) FIRST AMERICAN TITLE INSURANCE COMPANY



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Discussion and direction for the Subdivision Replat and Plans - Riverwalk at Port Orange, Case No. 16-50000001

DEPARTMENT: Community Development

RECOMMENDED MOTION:

SUMMARY: Planning Commission Action (5/26/16): Recommended Approval

The applicants are requesting to replat approximately 11.9 acres consisting of portions of the Thomas, H. P. Hand Tract, Daniel's Addition to Port Orange, and Wilson's Map of Port Orange Subdivision Plats. The subject properties are generally located on the east side and west side of Halifax Drive, between Ocean Avenue and Herbert Street. The majority of the properties are undeveloped, except for the Cardwell Funeral Home parcel and the property east of Halifax Drive developed as a marina and parking lot for the Captain Daddy's Riverboat Restaurant.

The proposed replat would reconfigure 9 existing lots into 9 new lots and a 23-foot wide Tract (Tract A) of land dedicated to the City for the public trail and park.

The current property owner will own the 9 proposed lots and the City will own Tract A. The proposed 9 lots have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in the proposed Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan. Required subdivision improvements that include drainage, utilities, common driveways, and landscaping to support the 9 lots and Tract A will be located on the proposed 9 lots. For the proposed replat, the lots are property to be developed with commercial and residential uses and the tract will be developed with a 20-foot wide improved public trail. The required subdivision infrastructure improvements and the 20-foot wide improved public trail will be constructed simultaneously by the property owner with the initial phase of the proposed development.

ATTACHMENTS:

1.	Staff Report	Riverwalk Replat Staff Report 8-11.pdf
2.	Staff Report Exhibit 1 - Riverwalk at Port Orange Replat	Exhibit 1.pdf
3.	Staff Report Exhibit 2 - Construction & Landscape Plans for the Pubic Trail and Park	Exhibit 2.pdf

Melanie Schmotzer
Wayne Clark
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/29/2016
Approved - 07/29/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-No, Clerk's Office-No, or N/A-No



STAFF REPORT

Subdivision Replat/Riverwalk at Port Orange

CASE NO. 16-50000001

REQUEST:	Approval of the Riverwalk at Port Orange Subdivision Replat
APPLICANTS:	Jeff Brock, Smith Bigman Brock and Parker Mynchenberg, Parker Mynchenberg & Associates
PROPERTY OWNERS:	Halifax River Partners, Port Orange Town Center Community Redevelopment Agency (CRA), and City of Port Orange
PLANNING COMMISSION RECOMMENDATION:	Approval , dependent on approval of the Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan
STAFF RECOMMENDATION:	Approval , dependent on approval of the Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan
LOCATION:	East side of Ridgewood Avenue, south of Ocean Avenue (See Figure 1)
CRA MEETING DATE:	August 11, 2016
CITY COUNCIL DATE:	August 11, 2016

DISCUSSION:

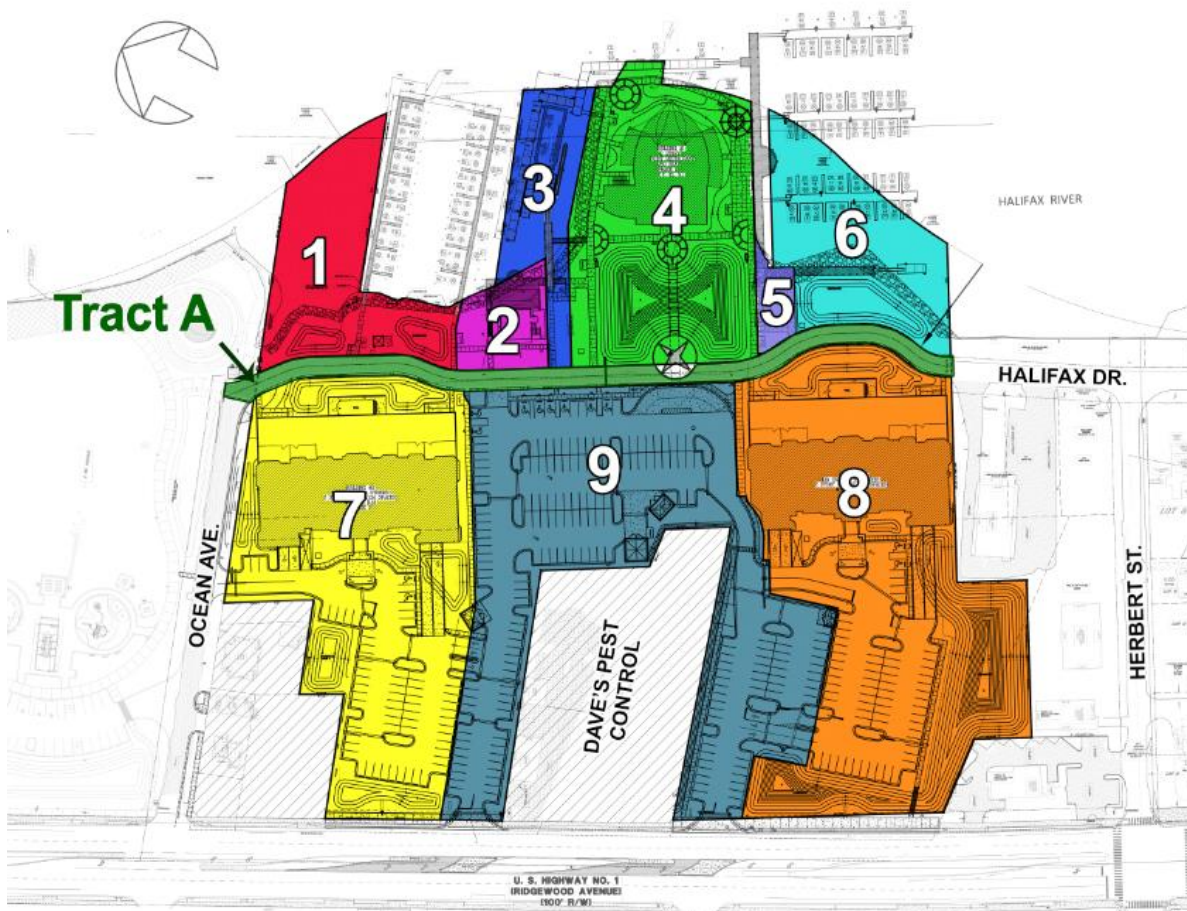
The applicants' proposal is to replat +/-11.9 acres consisting of portions of the Thomas, H. P. Tract, Daniel's Addition to Port Orange, and Wilson's Map of Port Orange Subdivision Plats. The subject properties are generally located on the east side and west side of Halifax Drive, between Ocean Avenue and Herbert Street. The majority of the properties are undeveloped, except for property east of Halifax Drive developed as a marina and parking lot for the Captain Daddy's Riverboat Restaurant.

Figure 1 – Location Map for Proposed Riverwalk at Port Orange Replat



The proposed replat would reconfigure 9 existing lots into 9 new lots and a 23-foot wide Tract (Tract A) of land dedicated to the City for a public trail and park (Exhibit 1). The current property owner will own the 9 proposed lots and the City will own Tract A. The proposed 9 lots have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in the proposed Riverwalk Amended and Restated MDA and CDP. Required subdivision improvements that include drainage, utilities, common driveways, and landscaping to support the 9 lots and Tract A will be located on the proposed 9 lots. For the proposed replat, the lots are property to be developed with commercial and residential uses and Tract A will be developed as a 23' wide public trail and park with a 20' wide improved public trail (Figure 2). The required subdivision infrastructure improvements will be constructed simultaneously with the initial phase of the proposed development.

Figure 2. Riverwalk at Port Orange Replat Proposed Lot Layout



The subject properties are currently zoned Planned Community – Riverwalk (PC-R). The applicant is also requesting approval of a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the subject property. Approval of the MDA and CDP request is required for the subdivision replat to be approved. If the MDA and CDP are approved, the applicant intends to develop a restaurant on the point, two (2) residential condominium buildings, a 23' wide public trail and park with a 20' wide improved public trail, a 58-slip marina for motorized and non-motorized watercraft (located on leased land outside of the Project Area Property), two (2) marina multi-

purpose support buildings, and other site improvements (parking, landscaping, stormwater, utilities, etc.). According to the applicants, the property owner plans to continue operating the existing riverboat restaurant and 38-slip marina for motorized and non-motorized watercraft.

The applicants are proposing minimum lot width and area standards in the proposed Riverwalk Amended and Restated MDA and CDP for the proposed replat. When the minimum lot width and area were established in the PC-R zoning district, 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.

The following subdivision infrastructure improvements will be constructed simultaneously with the development of the initial phase (central parking lot, restaurant on the point, public trail and park, and landscaping) of the proposed development and will serve the 9 lots and Tract A.

- Utility infrastructure to serve the 9 lots;
- Stormwater pond and drainage improvements that will serve all 9 lots and the Tract A (public trail and park);
- 20-foot wide improved public trail within Tract A including walklights, benches, and trash cans (Exhibit 2);
- Driveways on Ridgewood Avenue and Ocean Avenue;
- Left turn lanes into the property from Ridgewood Avenue; and
- 12-foot wide sidewalk along Ridgewood Avenue

The proposed lots will be accessed from driveways off Ridgewood Avenue and Lot 7 will have a secondary driveway off Ocean Avenue. Construction of the internal driveways within the subdivision will be completed with the development of first phase of the project at the locations approved by the proposed MDA and CDP. Cross-access easements will be provided between the lots and the adjacent property in order for vehicles and pedestrians to move between the lots and the future development of property surrounding the subject property.

The subject property is designated Planned Community-Riverwalk on the City's Future Land Use Map. The Planned Community-Riverwalk Land Use standards are to guide the development of a walkable community along the Halifax River that includes commercial, office, residential, civic, and entertainment uses.

CONCURRENCY REVIEW:

Concurrency reviews for transportation, water, sewer, solid waste, stormwater drainage, recreation and school facilities were conducted and public facilities and services are currently available or will be constructed with the initial phase of the development to serve the proposed 9 lots and Tract A.

RECCOMENDATION:

Staff recommends approval of the Riverwalk at Port Orange Replat, subject to the following:

1. City Council approval of the Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan for the subject property (Case No. 16-40000003); and
2. City Council approval to vacate a portion of the Halifax Drive right-of-way

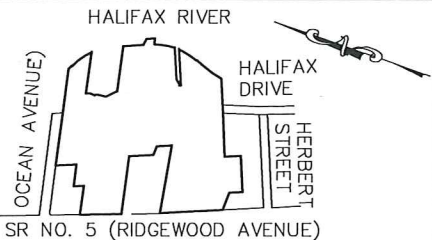
ATTACHMENTS:

1. Exhibit 1 – Riverwalk at Port Orange Replat
2. Exhibit 2 – Construction & Landscape Plans for the Pubic Trail and Park

A PARTIAL REPLAT OF THOMAS SUBDIVISION, MAP BOOK 5, PAGE 143, H.P. HAND TRACT, MAP BOOK 2, PAGE 185, DANIEL'S ADDITION TO PORT ORANGE, MAP BOOK 3, PAGE 29, BLOCK C, WILSON'S MAP OF PORT ORANGE, MAP BOOK 1, PAGE 154, ALL RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SUBMERGED LAND LYING EAST OF SAID THOMAS SUBDIVISION, EAST OF H. P. HAND TRACT AND EAST OF DANIEL'S ADDITION TO PORT ORANGE AND BEING A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

A PORTION OF LOTS 1, 2, AND 3, THOMAS SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOTS 1 AND 2, TOGETHER WITH LOTS 2 THROUGH 4 AND A PORTION OF LOTS 5 AND 6, BLOCK 2, H.P. HAND TRACT, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LAND AND SUBMERGED LAND LYING EAST OF SAID LOTS 2 THROUGH 6, AND TOGETHER WITH A PORTION OF LOT 1, DANIELS' ADDITION TO PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SUBMERGED LAND LYING EAST OF SAID LOT 1 AND TOGETHER WITH A PORTION OF BLOCK C, WILSON'S MAP OF PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOCATION MAP (not to scale)



A diagram showing a layout of four drawing sheets. The sheets are labeled SHEET 3, SHEET 4, SHEET 6, and SHEET 5. SHEET 3 and SHEET 4 are in the top row, and SHEET 6 and SHEET 5 are in the bottom row. A north arrow is located in the top right corner of the diagram.

1. **Mouumentation**
 a. Denotes Permanent Reference Not & Disk Set stamped PRM L3B019
 b. Denotes Permanent Reference Not & Disk Set stamped PRM L3B019
 c. 4x4 concrete monument stamped PRM L3B019

2. All lines radial relative to adjacent curve unless shown (NR)

3. Dimensions shown are in feet and decimals thereof.

4. Accuracy: The boundary linear error of closure does not exceed 1/10,000. The boundary angular error of closure does not exceed 15 seconds multiplied by the square root of the number of angles turned.

5. Bearings shown here on are relative to assumed datum, based on the south right of way line of Ocean Avenue being N74S547E.

6. **NOTE:** All measurements refer to horizontal plane in accordance with the definition of the National Institute of Standards and Technology. All measurements shall use the 30.37/12-3.2800333333333333 equation for conversion from a U.S. foot to meters.

7. **NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the boundaries of the property. It is to be used as the basis for all legal actions. No other graphic or digital form of the plat, there may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

8. This plat is subject to all easements of record and reservations of easements, including but not limited to, utility, drainage, and easement reservations granted heron which shall be located as noted on the plat.

9. Utilities include but are not limited to sanitary sewer, potable water, reclaimed water, storm drainage, electric, telephone, cable television, security, natural gas, fiber optics, telecommunications, and other public utility.

10. Utility easements provided on this plat include easements for the construction, installation, maintenance, and operation of cable television service; provided, however, no such construction, installation, maintenance, and operation of cable television service shall be required for the development by the City of Port Orange, Florida, or other public utility.

11. The Rivekawk at Port Orange Property Owners' Association, Inc. a Florida not for profit corporation, shall be responsible for the operation and maintenance of the drainage system serving the area within the boundaries of this plat, as depicted on the stormwater management plan for the development by the City of Port Orange, Florida. The association shall perform the maintenance of the drainage and stormwater management systems. The City of Port Orange shall be entitled to enter upon the common areas and designated easements to perform the repair or replacement of the facilities; and, shall have the right to lien all owners of record in property for the cost of the work deemed by the city to be necessary. In the event of termination, dissolution, or final liquidation of the association, the responsibility for the operation and maintenance of the surface water or storm water management system will be transferred to the City of Port Orange, Florida, and shall be approved by the Saint Johns River Water Management District prior to such transfer.

12. Retention areas and common areas are granted as easements to the City of Port Orange with rights of access, ingress, and egress, together with the right to harvest excess storm water / ground water as deemed appropriate in the discretion of the City.

13. The articles of Incorporation for the Rivekawk at Port Orange Property Owners' Association, Inc. a Florida not for profit corporation are recorded in Official Records Book 100, Page 100 of the Public Records of Volusia County, Florida. The declaration of covenants and restrictions for the Rivekawk at Port Orange Property Owners' Association, Inc. are recorded in Official Records Book 100, Page 100 of the Public Records of Volusia County, Florida.

14. This plat is subject to the Amended and Restated Master Development Agreement for Rivekawk at Port Orange recorded in Official Records Book 100, page 100 of the public records of Volusia County, Florida.

15. The lots shown on this plat are subject to the reciprocal easement agreement recorded in Official Records Book 100, Page 100 of the Public Records of Volusia County, Florida.

16. The lots shown on this plat are subject to the deed of dedication recorded in Official Records Book 100, Page 100 of the Public Records of Volusia County, Florida.

- ORB — OFFICIAL RECORDS BOOK
- PG — PAGE
- MB — MAP BOOK
- Δ — DELTA
- R — RADIUS
- L — LENGTH
- CB — CHORD BEARING
- (NR) — NON RADIAL
- R/W — RIGHT OF WAY
- T.C.E. — TEMPORARY CONSTRUCTION EASEMENT
- U.E. — UTILITY EASEMENT
- D.E. — DRAINAGE EASEMENT
- A.E. — ACCESS EASEMENT
- N.T.S. — NOT TO SCALE
- P.E. — PARKING EASEMENT
- FP&L — FLUORIDE POWER & LIGHT
- N.V.A.E. — NON VEHICULAR ACCESS EASEMENT
- (T.C.) — TOTAL CURVE

I hereby certify that I have examined the foregoing plat and found that it complies in form, with all requirements stated in Chapter 177, Florida Statutes, and that it was filed for record on _____ at _____ a.m. / p.m.

This statement hereby certifies that the plot entitled RIVERWALK AT PORT ORANGE was approved by the Port Orange Planning Commission on _____

This statement hereby certifies that the plat entitled RIVERWALK AT PORT ORANGE was approved by the Port Orange City Council on _____.

I hereby certify to the City, that I have reviewed the foregoing plat for compliance with the requirements of Chapter 177, Florida Statutes, and that I have provided both the City and the Surveyor and Mapper of Record a list of deviations, if any, from such requirements.

(signature) _____ DATE: _____
(print name) _____ P.L.S. No.: _____

KNOW ALL MEN BY THESE PRESENTS, THAT HALFAUX RIVER PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND THE CITY OF PORT ORANGE, A FLORIDA MUNICIPALITY, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLANT INTENDED RIVERWALK AT PORT ORANGE, LOCATED WITHIN THE CITY OF PORT ORANGE, FLORIDA, HAVE HEREBY GRANTED AN EASEMENT FOR ACCESS TO THE PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED, ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER SHOWS CONSTRUCTED WITHIN THE CORRIDOR AS SHOWN ON THE PLAT ARE DEDICATED TO THE PUBLIC USE OF THE CITY OF PORT ORANGE, FLORIDA, AND ANY OTHER CITY OF FLORIDA. SUCH EASEMENTS SHALL NOT BE OBSERVED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE RIVERWALK AT PORT ORANGE PROPERTY OWNERS' ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. THE CITY OF PORT ORANGE IS HEREBY GRANTED AN EASEMENT FOR ACCESS OVER ALL LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 18, LOT 19, LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 31, LOT 32, LOT 33, LOT 34, LOT 35, LOT 36, LOT 37, LOT 38, LOT 39, LOT 40, LOT 41, LOT 42, LOT 43, LOT 44, LOT 45, LOT 46, LOT 47, LOT 48, LOT 49, LOT 50, LOT 51, LOT 52, LOT 53, LOT 54, LOT 55, LOT 56, LOT 57, LOT 58, LOT 59, LOT 60, LOT 61, LOT 62, LOT 63, LOT 64, LOT 65, LOT 66, LOT 67, LOT 68, LOT 69, LOT 70, LOT 71, LOT 72, LOT 73, LOT 74, LOT 75, LOT 76, LOT 77, LOT 78, LOT 79, LOT 80, LOT 81, LOT 82, LOT 83, LOT 84, LOT 85, LOT 86, LOT 87, LOT 88, LOT 89, LOT 90, LOT 91, LOT 92, LOT 93, LOT 94, LOT 95, LOT 96, LOT 97, LOT 98, LOT 99, LOT 100, LOT 101, LOT 102, LOT 103, LOT 104, LOT 105, LOT 106, LOT 107, LOT 108, LOT 109, LOT 110, LOT 111, LOT 112, LOT 113, LOT 114, LOT 115, LOT 116, LOT 117, LOT 118, LOT 119, LOT 120, LOT 121, LOT 122, LOT 123, LOT 124, LOT 125, LOT 126, LOT 127, LOT 128, LOT 129, LOT 130, LOT 131, LOT 132, LOT 133, LOT 134, LOT 135, LOT 136, LOT 137, LOT 138, LOT 139, LOT 140, LOT 141, LOT 142, LOT 143, LOT 144, LOT 145, LOT 146, LOT 147, LOT 148, LOT 149, LOT 150, LOT 151, LOT 152, LOT 153, LOT 154, LOT 155, LOT 156, LOT 157, LOT 158, LOT 159, LOT 160, LOT 161, LOT 162, LOT 163, LOT 164, LOT 165, LOT 166, LOT 167, LOT 168, LOT 169, LOT 170, LOT 171, LOT 172, LOT 173, LOT 174, LOT 175, LOT 176, LOT 177, LOT 178, LOT 179, LOT 180, LOT 181, LOT 182, LOT 183, LOT 184, LOT 185, LOT 186, LOT 187, LOT 188, LOT 189, LOT 190, LOT 191, LOT 192, LOT 193, LOT 194, LOT 195, LOT 196, LOT 197, LOT 198, LOT 199, LOT 200, LOT 201, LOT 202, LOT 203, LOT 204, LOT 205, LOT 206, LOT 207, LOT 208, LOT 209, LOT 210, LOT 211, LOT 212, LOT 213, LOT 214, LOT 215, LOT 216, LOT 217, LOT 218, LOT 219, LOT 220, LOT 221, LOT 222, LOT 223, LOT 224, LOT 225, LOT 226, LOT 227, LOT 228, LOT 229, LOT 230, LOT 231, LOT 232, LOT 233, LOT 234, LOT 235, LOT 236, LOT 237, LOT 238, LOT 239, LOT 240, LOT 241, LOT 242, LOT 243, LOT 244, LOT 245, LOT 246, LOT 247, LOT 248, LOT 249, LOT 250, LOT 251, LOT 252, LOT 253, LOT 254, LOT 255, LOT 256, LOT 257, LOT 258, LOT 259, LOT 260, LOT 261, LOT 262, LOT 263, LOT 264, LOT 265, LOT 266, LOT 267, LOT 268, LOT 269, LOT 270, LOT 271, LOT 272, LOT 273, LOT 274, LOT 275, LOT 276, LOT 277, LOT 278, LOT 279, LOT 280, LOT 281, LOT 282, LOT 283, LOT 284, LOT 285, LOT 286, LOT 287, LOT 288, LOT 289, LOT 290, LOT 291, LOT 292, LOT 293, LOT 294, LOT 295, LOT 296, LOT 297, LOT 298, LOT 299, LOT 300, LOT 301, LOT 302, LOT 303, LOT 304, LOT 305, LOT 306, LOT 307, LOT 308, LOT 309, LOT 310, LOT 311, LOT 312, LOT 313, LOT 314, LOT 315, LOT 316, LOT 317, LOT 318, LOT 319, LOT 320, LOT 321, LOT 322, LOT 323, LOT 324, LOT 325, LOT 326, LOT 327, LOT 328, LOT 329, LOT 330, LOT 331, LOT 332, LOT 333, LOT 334, LOT 335, LOT 336, LOT 337, LOT 338, LOT 339, LOT 340, LOT 341, LOT 342, LOT 343, LOT 344, LOT 345, LOT 346, LOT 347, LOT 348, LOT 349, LOT 350, LOT 351, LOT 352, LOT 353, LOT 354, LOT 355, LOT 356, LOT 357, LOT 358, LOT 359, LOT 360, LOT 361, LOT 362, LOT 363, LOT 364, LOT 365, LOT 366, LOT 367, LOT 368, LOT 369, LOT 370, LOT 371, LOT 372, LOT 373, LOT 374, LOT 375, LOT 376, LOT 377, LOT 378, LOT 379, LOT 380, LOT 381, LOT 382, LOT 383, LOT 384, LOT 385, LOT 386, LOT 387, LOT 388, LOT 389, LOT 390, LOT 391, LOT 392, LOT 393, LOT 394, LOT 395, LOT 396, LOT 397, LOT 398, LOT 399, LOT 400, LOT 401, LOT 402, LOT 403, LOT 404, LOT 405, LOT 406, LOT 407, LOT 408, LOT 409, LOT 410, LOT 411, LOT 412, LOT 413, LOT 414, LOT 415, LOT 416, LOT 417, LOT 418, LOT 419, LOT 420, LOT 421, LOT 422, LOT 423, LOT 424, LOT 425, LOT 426, LOT 427, LOT 428, LOT 429, LOT 430, LOT 431, LOT 432, LOT 433, LOT 434, LOT 435, LOT 436, LOT 437, LOT 438, LOT 439, LOT 440, LOT 441, LOT 442, LOT 443, LOT 444, LOT 445, LOT 446, LOT 447, LOT 448, LOT 449, LOT 450, LOT 451, LOT 452, LOT 453, LOT 454, LOT 455, LOT 456, LOT 457, LOT 458, LOT 459, LOT 460, LOT 461, LOT 462, LOT 463, LOT 464, LOT 465, LOT 466, LOT 467, LOT 468, LOT 469, LOT 470, LOT 471, LOT 472, LOT 473, LOT 474, LOT 475, LOT 476, LOT 477, LOT 478, LOT 479, LOT 480, LOT 481, LOT 482, LOT 483, LOT 484, LOT 485, LOT 486, LOT 487, LOT 488, LOT 489, LOT 490, LOT 491, LOT 492, LOT 493, LOT 494, LOT 495, LOT 496, LOT 497, LOT 498, LOT 499, LOT 500, LOT 501, LOT 502, LOT 503, LOT 504, LOT 505, LOT 506, LOT 507, LOT 508, LOT 509, LOT 510, LOT 511, LOT 512, LOT 513, LOT 514, LOT 515, LOT 516, LOT 517, LOT 518, LOT 519, LOT 520, LOT 521, LOT 522, LOT 523, LOT 524, LOT 525, LOT 526, LOT 527, LOT 528, LOT 529, LOT 530, LOT 531, LOT 532, LOT 533, LOT 534, LOT 535, LOT 536, LOT 537, LOT 538, LOT 539, LOT 540, LOT 541, LOT 542, LOT 543, LOT 544, LOT 545, LOT 546, LOT 547, LOT 548, LOT 549, LOT 550, LOT 551, LOT 552, LOT 553, LOT 554, LOT 555, LOT 556, LOT 557, LOT 558, LOT 559, LOT 560, LOT 561, LOT 562, LOT 563, LOT 564, LOT 565, LOT 566, LOT 567, LOT 568, LOT 569, LOT 570, LOT 571, LOT 572, LOT 573, LOT 574, LOT 575, LOT 576, LOT 577, LOT 578, LOT 579, LOT 580, LOT 581, LOT 582, LOT 583, LOT 584, LOT 585, LOT 586, LOT 587, LOT 588, LOT 589, LOT 590, LOT 591, LOT 592, LOT 593, LOT 594, LOT 595, LOT 596, LOT 597, LOT 598, LOT 599, LOT 600, LOT 601, LOT 602, LOT 603, LOT 604, LOT 605, LOT 606, LOT 607, LOT 608, LOT 609, LOT 610, LOT 611, LOT 612, LOT 613, LOT 614, LOT 615, LOT 616, LOT 617, LOT 618, LOT 619, LOT 620, LOT 621, LOT 622, LOT 623, LOT 624, LOT 625, LOT 626, LOT 627, LOT 628, LOT 629, LOT 630, LOT 631, LOT 632, LOT 633, LOT 634, LOT 635, LOT 636, LOT 637, LOT 638, LOT 639, LOT 640, LOT 641, LOT 642, LOT 643, LOT 644, LOT 645, LOT 646, LOT 647, LOT 648, LOT 649, LOT 650, LOT 651, LOT 652, LOT 653, LOT 654, LOT 655, LOT 656, LOT 6

PRINTED NAME: Josif Alconostsk

THIS IS TO CERTIFY THAT, ON _____, 20____, I, _____, A
OFFICER duly AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORSAD,
PERSONALLY APPEARED _____ and _____
_____, RESPECTIVELY, OF HALIFAX RIVER PARTNERS, LLC, A FLORIDA
LIMITED LIABILITY COMPANY, EXECUTED THE FOREGOING DECLARATION AND SEVERALLY
ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID CORPORATION. THEY
(ARE)(ARE NOT) KNOWN TO ME OR HAVE PRODUCED _____ AS
IDENTIFICATION. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE
DATE.

SEAL

MY COMMISSION EXPIRES: _____
TITLE/RANK: COMMISSION NUMBER:

_____, a _____ corporation, hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the property shown and described hereon as the plat entitled _____ located in the City of Port Orange, Volusia County, Florida. _____ hereby joins and consents to the dedication of the lands and plat and agrees that its mortgage, lien, or other encumbrance recorded in Official Records _____ Page, _____ of the Public Records of Volusia County, Florida, shall be subordinated to the said dedication.

In witness whereof, _____, has caused these presents to be signed, attested, and sealed by those named below on this _____

In witness where of, THE CITY OF PORT ORANGE, FLORIDA has caused these presents to be signed, attested and sealed by those named below on this _____ day of _____, 2016.

SIGNED AND SEALED IN
THE PRESENCE OF:

CITY OF PORT ORANGE, FLORIDA
A FLORIDA MUNICIPALITY

PRINTED NAME:

PRINTED NAME:

PRINTED NAME:

THIS IS TO CERTIFY THAT, ON _____ 20____, BEFORE ME, AN
OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID,
PERSONALLY APPEARED _____ and _____
RESPECTIVELY OF THE CITY OF PORT ORANGE, FLORIDA, EXECUTED
THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND
ON BEHALF OF SAID MUNICIPALITY. THEY (ARE) (ARE NOT) KNOWN TO ME OR HAVE
PRODUCED _____ AS IDENTIFICATION. IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: _____
TITLE/RANK: COMMISSION NUMBER:

_____, a _____ corporation, hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the property shown and described herein as the plot entitled _____ located in the City of Port Orange, Volusia County, Florida. _____ hereby joins and consents to the dedication of the lands and plot and agrees that its mortgage, lien, or other encumbrance recorded in Official Records Book _____ Page, _____ of the Public Records of Volusia County, Florida, shall be subordinated to the said dedication.

In witness whereof, _____, has caused these presents to be signed, attested, and sealed by those named below on this _____

Community Redevelopment Agency for Port Orange Town Center Certificate of Approval

This statement hereby certifies that the plat entitled Riverwalk at Port Orange was approved by the COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER, a public body corporate and political subdivision established pursuant to 163.356, Florida Statutes, on _____.

By: _____ Attest: _____
Chairman, Community Redevelopment Agency City Clerk of the City of Port Orange
for Port Orange Town Center

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered Surveyor and Mapper, does hereby certify that the plat shown and described hereon, entitled RIVERWALK AT PORT ORANGE, was prepared under my direction and supervision, that the plat complies with all of the survey requirements of Chapter 177, Florida Statutes, and that all monumentation shown hereon or required per Chapter 177, Florida Statutes, has been properly placed.

(signature)

DATE: _____

J.E. ZAPERT, P.L.S. No.:4046
3291 NOVA ROAD
PORT ORANGE, FLORIDA 32127

SHEET 1 OF 6

SLIGER & ASSOCIATES, INC

PROFESSIONAL LAND SURVEYORS

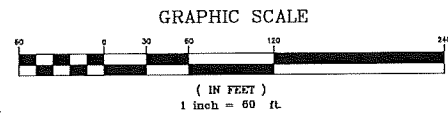
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(385) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019



EXHIBIT "1"

A PARTIAL REPLAT OF THOMAS SUBDIVISION, MAP BOOK 5, PAGE 143, H.P. HAND TRACT, MAP BOOK 2, PAGE 185, DANIEL'S ADDITION TO PORT ORANGE, MAP BOOK 3, PAGE 29, BLOCK C, WILSON'S MAP OF PORT ORANGE, MAP BOOK 1, PAGE 154, ALL RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SUBMERGED LAND LYING EAST OF SAID THOMAS SUBDIVISION, EAST OF H. P. HAND TRACT AND EAST OF DANIEL'S ADDITION TO PORT ORANGE AND BEING A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE



GENERAL NOTES

- ABBREVIATIONS:

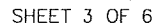
ORB - OFFICIAL RECORDS BOOK
PG - PAGE
MB - MAP BOOK
Δ - DELTA
R - RADIUS
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U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
A.E. - ACCESS EASEMENT
N.E. - NOT TO SCALE
P.E. - PARKING EASEMENT
FPL&L - FLORIDA POWER & LIGHT
N.V.A.E. - NON VEHICULAR ACCESS EASEMENT
(TC) - TOTAL CURVE

PROFESSIONAL LAND SURVEYORS

3821 NOVA ROAD
CLARK COUNTY, NE 68403

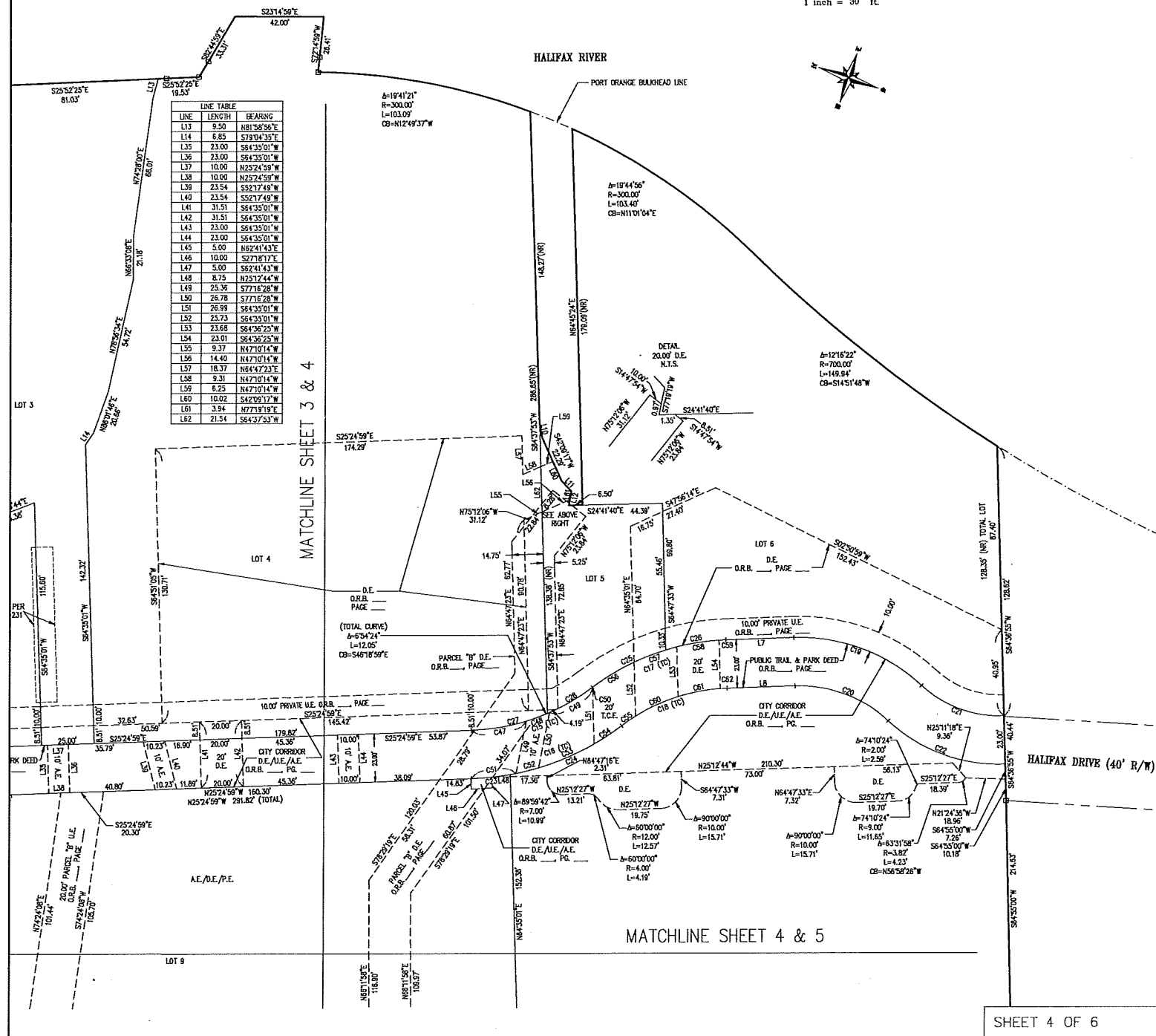
(359) 761-5363
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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I. Monumentation

a- Dances Permanent Reference Not & Disk Set stamped PM LB3019
b- Dances Permanent Reference Not & Disk Set stamped PM LB3019
c- A4-a concrete monument stamped PM LB3019

II. All other rodial related to adjacent corner unless shown (NE)

III. Dimensions shown are in feet and decimals thereof.

IV. Accuracy: The boundary linear error of closure does not exceed 1:10,000. The boundary angular error of closure does not exceed second multiplied by the square root of the number of angles turned.

V. Bearings shown here on are relative to assumed datum, based on the south right of way line of Ocean Avenue being N74°55'47"E.

VI. NOTE: All measurements refer to horizontal plans in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology under the authority of the law 39/73 (28 USC 3633) equation for conversion from a U.S. foot to meters.

VII. NOTICE: This plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or pictorial representation. There may be additional restrictions that are not recorded on this plot which may be found in the public records of this county.

VIII. This plot is subject to all easements of record and reservations of easements, including but not limited to drainage, utility, and access easements granted heron which shall be located as noted on the plot.

IX. Utilities include but are not limited to auxiliary sewer, potable water, reclaimed water, storm drains, electric, telephone, cable television, security, natural gas, fiber optic, telecommunication.

X. Utility easements provided on this plot include easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such installation, installation, or operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

XI. The Riverview at Port Orange Property Owners' Association, Inc. a Florida not for profit corporation shall be responsible for the operation and maintenance of the drainage system existing on the property within the boundaries of the association. The association shall manage the plan approved by the development by the City of Port Orange, Florida. Should the association fail to perform the maintenance of the drainage and stormwater management system, the city of Port Orange shall have the right to install and operate the common areas and designated easement areas to perform maintenance, repair or replace the same and shall not be liable for the cost of such maintenance, repair or replacement, as deemed by he city to be necessary. In the event of termination, dissolution, or final liquidation of the association, the responsibility for the maintenance and operation of the drainage and stormwater management system shall be transferred to and accepted by an entity which complies with Section 40-42.07, F.A.C. and approved by the Solid Waste Water Management District prior to such termination, dissolution, or liquidation.

XII. Retention areas and common areas are granted as easements to the City of Port Orange with rights of access, ingress, and egress, together with the right to harvest excess storm water / ground water as deemed appropriate in the duration of the City.

XIII. The articles of Incorporation for the Riverview at Port Orange Property Owners' Association, Inc. a Florida not for profit corporation are recorded in the Official Records Book _____ through _____ of the Public Records of Volusia County, Florida. The declaration of covenants and restrictions for the Riverview at Port Orange Property Owners' Association are recorded in the Official Records Book _____ through _____ of the Public Records of Volusia County, Florida.

XIV. This plot is subject to the Amended and Restated Master Development Agreement for Riverview at Port Orange recorded in Official Records Book _____ page _____ of the public records of Volusia County, Florida.

XV. The lots shown on this plot are subject to the railroad easement agreement recorded in the Official Records Book _____ of the public records of Volusia County, Florida.

XVI. The lots shown on this Plot are subject to the deed of dedication recorded in Official Records Book _____ page _____ of the Public Records of Volusia County, Florida.

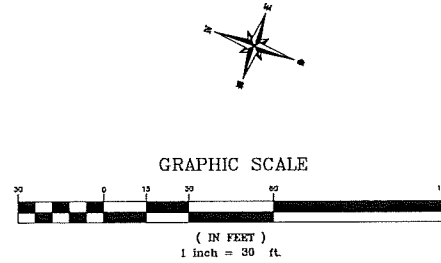
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P.E. - PARKING EASEMENT
FP&L - FLORIDA POWER & LIGHT
N.V.A.E. - NON VEHICULAR ACCESS EASEMENT
(TC) - TANGENT CURVE

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	DIRECTION	CHORD
C47	150°47'41"	100.00	26.40	53°58'50"E	26.35
C48	61°00'00"	100.00	23.70	53°53'30"E	23.63
C49	130°47'41"	100.00	23.70	53°58'50"E	23.63
C50	050°00'00"	100.00	0.03	566°45'55"E	0.03
C51	93°50'46"	123.00	21.32	530°03'34"E	21.29
C52	398°00'00"	123.00	11.03	537°39'31"E	11.02
C53	137°12'37"	123.00	10.71	546°50'04"E	10.62
C54	71°19'13"	123.00	10.57	557°04'29"E	10.50
C55	512°42'48"	87.00	7.91	156°14'55"W	7.91
C56	1158°14'11"	110.00	22.98	145°51'16"E	22.94
C57	117°15'45"	110.00	22.98	145°51'16"E	22.94
C58	107°30'33"	110.00	20.18	132°12'28"W	20.15
C59	140°10'10"	110.00	3.21	146°15'54"W	3.20
C60	144°10'10"	87.00	22.38	146°15'54"W	22.31
C61	133°10'10"	87.00	22.21	146°15'54"W	22.21
C62	27°20'00"	87.00	3.21	146°15'54"W	3.20



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3821 NOVA ROAD
PORT GRANGE, FL 32127
(386) 761-5303
LICENSED BUSINESS CERTIFICATION NUMBER 3019

A PARTIAL REPLAT OF THOMAS SUBDIVISION, MAP BOOK 5, PAGE 143, H.P. HAND TRACT, MAP BOOK 2, PAGE 185, DANIEL'S ADDITION TO PORT ORANGE, MAP BOOK 3, PAGE 29, BLOCK C, WILSON'S MAP OF PORT ORANGE, MAP BOOK 1, PAGE 154, ALL RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SUBMERGED LAND LYING EAST OF SAID THOMAS SUBDIVISION, EAST OF H. P. HAND TRACT AND EAST OF DANIEL'S ADDITION TO PORT ORANGE AND BEING A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

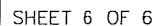


SHEET 5 OF 6

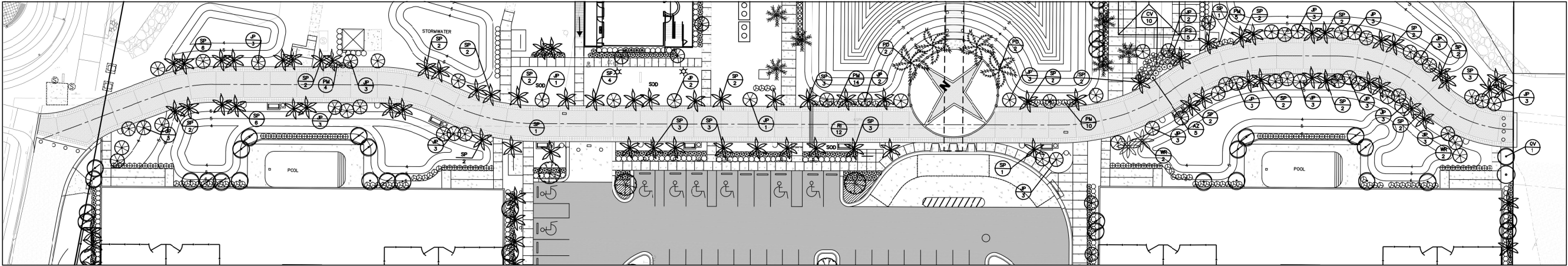
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F&L - FLORIDA POWER & LIGHT
N.V.A.E.- NON VEHICULAR ACCESS EASEMENT
(TC) - TOTAL CURVE

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-0385
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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3921 NOYA ROAD
PORT ORANGE, FL 32127
(386) 761-5565
BUSINESS CERTIFICATION NUMBER 3019



TRAIL (LANDSCAPE PLAN)

1" = 30'

PROPOSED PLANT LIST (TRAIL)					
SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
⊙	CV	10	CODIAEUM VARIEGATUM	CROTON	7 GAL., 30" O.C., 24" HT.
⊕	PM	33	YEW PINE	PODOCARPUS MACROPHYLLUS	7 GAL., 30" O.C. 30" HT.
⊗	PS	5	PHILODENDRON SELLOUM	TREE PHILODENDRON	7 GAL., 4 FT. O.C., 36" HT.
⊙	AZ	5	ALPINIA ZERUMBET VARIEGATA	VARIEGATED SHELL GINGER LILY "MAKI"	7 GAL., 36" O.C., 36" HT.
⊗	JP	55	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE	30 GAL. MULTI-TRUNK, 8' MIN HT.
⊙	MG	1	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA HOLLY	3" MIN. DBH., 14'-16' HT.
⊗	SP	67	SABAL PALMETTO	SABAL PALM	12'-14' CLEAN TRUNK
⊗	PD	4	PHOENIX DACTYLIFERA	MEDJOOOL DATE PALM	12'-14' CLEAN TRUNK
⊗	WR	4	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12'-14' CLEAN TRUNK

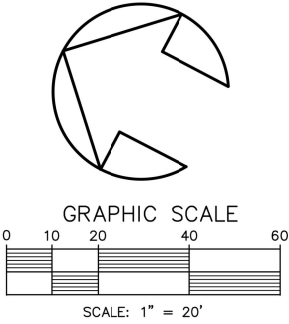
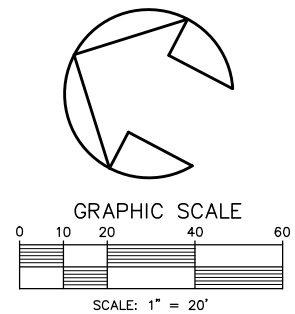
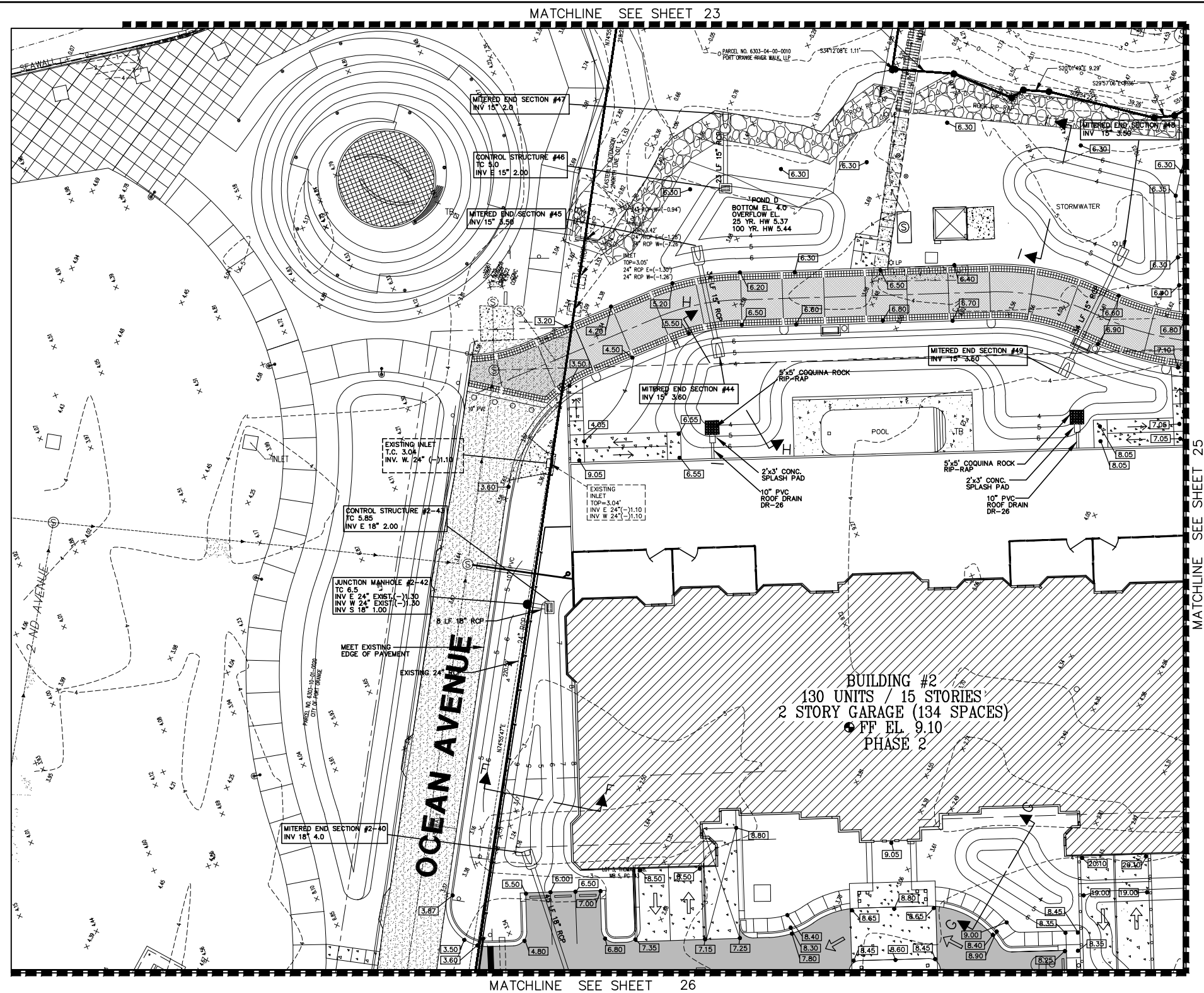


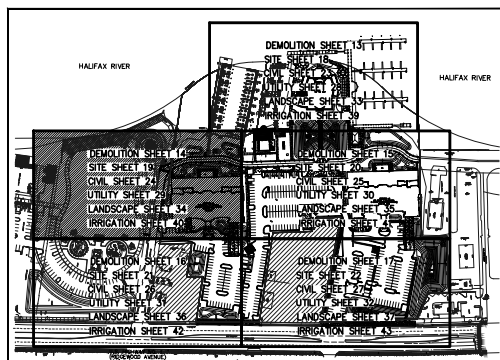
EXHIBIT "2"

1	2-24-16	REVISED	SWB
NO.	DATE	DESCRIPTION	BY
R E V I S I O N S			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS			
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117			
(386)677-6891 FAX(386)677-2114 E-MAIL: info@parkermynchenberg.com			
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
LANDSCAPE PLAN			
RIVERWALK OF PORT ORANGE			
PORT ORANGE * FLORIDA			
FILE NO.	DESIGNER: P.MYNCHENBERG		
DATE: 4-20-16	CADD TECH: SWB		
SCALE:	SHEET OF		
			SEAL

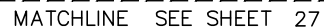


LEGEND	
	1-1/2" TYPE FRICTION COURSE FC-12.5
	2" TYPE SP STRUCTURAL COURSE (TRAFFIC C)
	10" LIMEROCK BASE (LBR 100, AASHTO 98% T-180 COMPACTION)
	12" TYPE B STABILIZED (LBR 40, AASHTO 98% T-180 COMPACTION)
	6" CONCRETE ON COMPACTED BASE COMPACTED TO 98% T-180
	1-1/2" TYPE S-III ACSC
	10" LIMEROCK BASE LBR 40 OR CRUSHED CONCRETE LBR 140
	12" STABILIZED SUBBASE LBR 40 OR FBV 75 PSI
	4" IRRIGATION SLEEVE (TYP.)
	EXISTING GRADE
	EXISTING CONTOUR
	PROPOSED GRADE
	PROPOSED CONTOUR
	PROPOSED DRAINAGE FLOW PATTERN

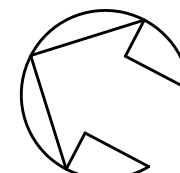
SHEET INDEX



1	2-24-16	REVISED	SWB
NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS			
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117			
(386)677-6891 FAX(386)677-2114 E-MAIL: info@parkermynchenberg.com			
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CIVIL SITE PLAN			
RIVERWALK MARINA CONDOMINIUM & POINT RESTAURANT			
PORT ORANGE * FLORIDA			
FILE NO.	15-35SP.DWG	DESIGNER: P.MYNCHENBERG	SEAL
DATE:	1-19-16	CADD TECH: SWB	
SCALE:	1"=20'	SHEET 24 OF 60	



The map is a technical site plan for a large development area. It shows a network of streets, including 'UTILITY STREET' running vertically through the center. To the left, the 'HAULFAX RIVER' is depicted. Various zones are delineated and labeled with specific sheet numbers for demolition, landscape, utility, and irrigation work. For example, the top-left section is labeled 'DEMOLITION SHEET 15' through '19', while the bottom-right section is labeled 'DEMOLITION SHEET 25' through '29'. Other labels include 'LANDSCAPE SHEET 34', 'UTILITY STREET 35', and 'IRRIGATION SHEET 42'. A north arrow points towards the upper right. The map uses different hatching patterns to distinguish between various types of land or infrastructure.



GRAPHIC SCALE

SCALE: 1" = 20'

1	2-24-16	REVISED	SV
NO.	DATE	DESCRIPTION	B
R E V I S I O N S			
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32111 (386)677-6891 FAX(386)677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CIVIL SITE PLAN			
RIVERWALK MARINA CONDOMINIUM & POINT RESTAURANT PORT ORANGE * FLORIDA			
FILE NO. 15-35SP.DWG		DESIGNER: P.MYNCHENBERG	
DATE: 1-19-16		CADD TECH: SWB	
SCALE: 1"=20'		SHEET 25 OF 60	
		SFAL	



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 08/11/2016

Consent Item: No

SUBJECT: Blanket easement covering proposed subdivision Lots 1-6 and 9 with legal description by metes and bounds

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to recommend approval of the Blanket Easement.

SUMMARY: The blanket easement permits the public to walk upon and enjoy the eastern land within the proposed lots and the portion of the point property surrounding the restaurant.

The easement shall be reviewed and approved by the City Attorney and shall be provided on or about September 1, 2016.

ATTACHMENTS:

Melanie Schmotzer
Margaret Roberts
M. Jake Johansson

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Final Approval - 08/05/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**
