ATTACHMENT D

Inlet Harbor Residential Development Agreement

9. INFRASTRUCTURE:

F. Bikepaths. Within six (6) months from the effective date of this Agreement, the developer will submit a development plan application for construction of a six (6') foot-wide bike path along the north right-of-way line of Inlet Harbor Road. The bikepath shall be placed within the right-of-way of Peninsula Drive and Inlet Harbor Road in the location that best ensures pedestrian safety. The development plan shall also include replacement of the existing six (6') foot-wide bikepath along the western right-of-way line of S. Peninsula Drive with a new eight (8') foot-wide bikepath. The Developer shall construct the bikepaths as part of the required subdivision improvements. The Town shall reimburse the Developer to further design and extend the replacement bikepath along S. Peninsula Drive from the north end of the Property, across the frontage of the Merrell property (4784 S. Peninsula Dr.), to the south right-of-way line of Calumet Avenue. The public bike path shall conform to the current standards of Ponce Inlet Code of Ordinances Section 18-33 and other applicable sections. The Developer shall dedicate public pedestrian/bikepath access easements on the subdivision plat to allow the public bikepaths to encroach onto the lots if necessary. After the bikepaths have been built, it shall be the responsibility of each subsequent lot owner to repair any damage to the bikepaths caused during construction on the lots.

G. Street Lights. The Developer shall install illuminated bollards (4' tall) on the north side of the Inlet Harbor Road right of way. The bollard installation plan shall be submitted to the Town for review in conjunction with the bikepath development plan application, during which the final bollard design shall be determined that appropriately balances illumination, pedestrian safety, and shielding from glare. The maximum range of separation distances for the illuminated bollards shall be one hundred fifty (150') feet. Existing lights mounted on telephone/power poles shall be permitted to stay in place.

ATTACHMENT E

Inlet Harbor Residential Development Agreement

8. COASTAL HIGH HAZARD AREA- MITIGATION

(b) Within one (1) year after the effective date of this Agreement, to design and construct a stormwater collector in the public right of way at the western edge of Inlet Harbor Road to an offsite swale on land owned by Developer to legally transport and manage stormwater which currently ponds at the western end of Inlet Harbor Road. The stormwater drainage improvement in Inlet Harbor Road or on the 40 foot wide buffer shall not convey water onto Lot 1 or any other residential lot created on the Property. The Developer shall submit engineered plans for the drainage improvements to the Town for review and approval pursuant to Town standards no later than six (6) months from the effective date of this Agreement.

Location of 40' Drainage Area and Landscape Buffer

ATTACHMENT F

LOCATION MAP

TOWN OF PONCE INLET

N
W E
S

ATTACHMENT G

Inlet Harbor Residential Development Agreement

3. DEVELOPMENT PLAN:

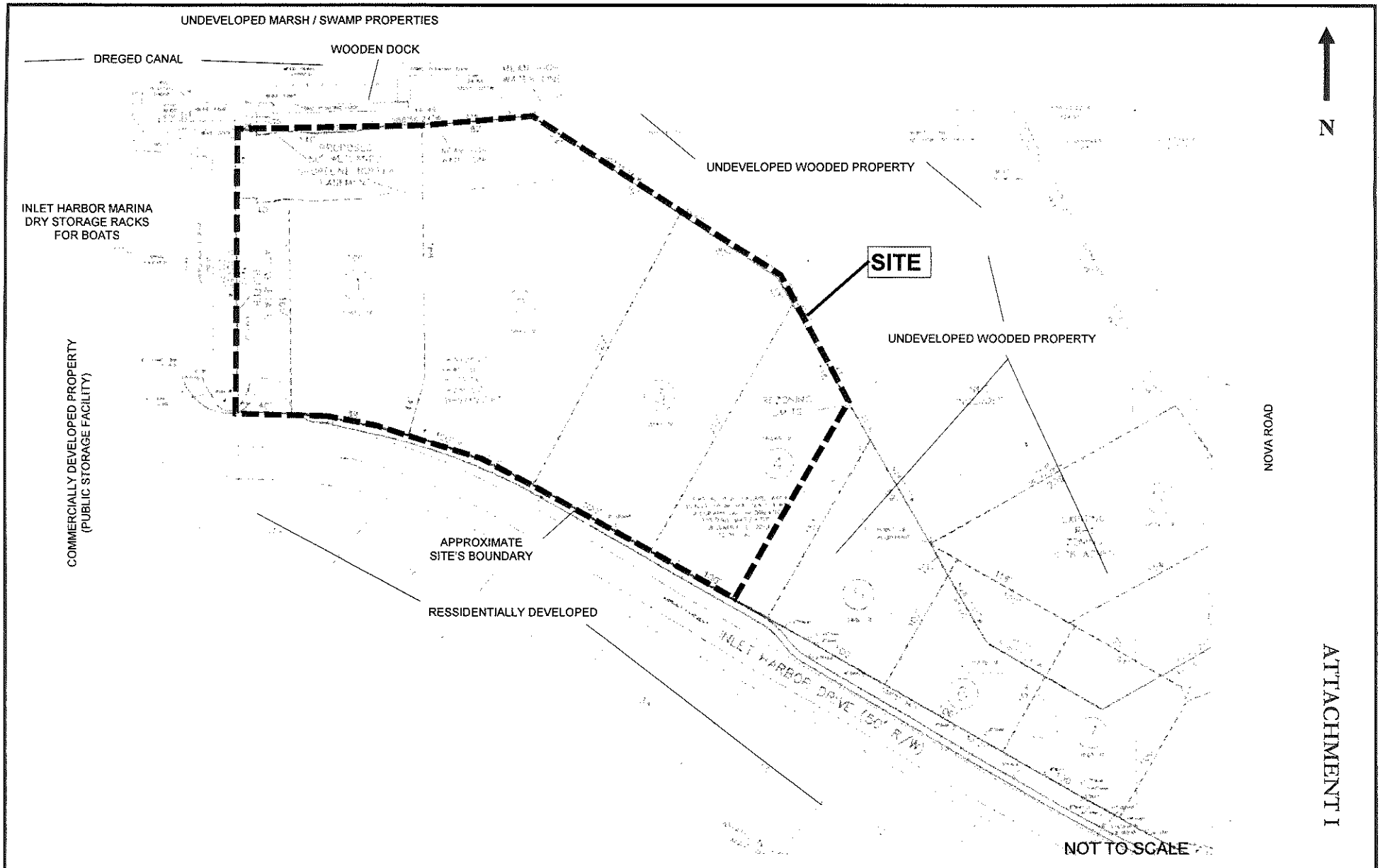
E. Within one (1) year from the effective date of this Agreement, Inlet Harbor, Inc. shall install the plants and irrigation system to create a forty (40') foot wide buffer adjacent to the Inlet Harbor easternmost "stack house" boat storage building located on Inlet Harbor's commercial property. The area shall serve the dual purpose of supporting a landscape buffer to screen the residential lots to be created on the Property from the commercial activity occurring at the Inlet Harbor Marina and Restaurant property owned by Inlet Harbor, Inc. and as an area to manage a portion of the drainage from Inlet Harbor Road, an existing public street. To screen the residential use from the commercial light and noise of the Inlet Harbor Restaurant and Marina, the buffer shall be planted with a combination of canopy and understory trees, hedge shrubs, and bamboo to provide a vegetated buffer as required by the LUDC. The Developer shall submit a landscape and irrigation plan for the 40 foot wide buffer to the Town for review and approval no later than six (6) months from the effective date of this Agreement. The landscape plan shall include room to accommodate and not interfere with the functioning of the stormwater drainage swale to be constructed by the Developer at the west end of Inlet Harbor Road pursuant to Paragraph 8B in this Agreement. The Town shall review the landscape buffer plans pursuant to the LUDC, which requires review and recommendation by the Parks, Recreation, and Tree Advisory Board. The forty (40') foot wide buffer shall be located on a separate parcel between the Inlet Harbor Road right-of-way line and a point 50 feet south of the mean high water line of the canal north of the Property. The parcel supporting the 40 foot wide buffer shall be owned and maintained by Inlet Harbor, Inc. in perpetuity and made subject to a unity of title agreement. The buffer shall be protected by a buffer easement granted to the Town to be recorded at the same time this Agreement is recorded in the public records of Volusia County, Florida. Inlet Harbor, Inc., or its successors and assigns shall be responsible for maintaining the vegetative buffer described above. The language of the buffer easement shall allow the Town to access and maintain the buffer should the Developer fail to do so. In such instance, the Developer shall reimburse the Town for this service. The adjacent Inlet Harbor Restaurant and Marina boat stack business on the commercial property will continue after the Property is developed and sold as residential lots. The purchasers of residential lots will take title to the residential lots with notice of the existing business and its intended continuation; a plat notation to this effect shall be placed on the plat of the Property or any portion thereof and recorded in the Public Records of Volusia County, Florida.

ATTACHMENT H

Inlet Harbor Residential Development Agreement

7. DEVELOPMENT STANDARDS:

D. Environmental Audit. The Developer shall deliver a current, up-to-date Level I Environmental Assessment of the "spoil area" encompassing all areas on the Property previously filled between the "old growth" tree line and the area currently used for outdoor boat storage and maintenance adjacent to the easternmost boat storage stack house. The study area extent shall be determined and finalized by Town staff and the Developer's environmental consultants prior to commencement of the Assessment. The Developer shall submit the Assessment to the Town for review together with the landscape plan for the 40 foot wide buffer within six (6) months of the effective date of this Agreement. Following the study, if contamination is found and the rules of the Florida Department of Environmental Protection mandate it, monitoring and/or pollutant clean up paid for by Developer will be followed as required.



ATTACHMENT I

FIGURE 3
SITE MAP
UNDEVELOPED PROPERTY
INLET HARBOR ROAD
PONCE INLET, VOLUSIA COUNTY, FLORIDA

Proj. No. 15-109

COLELLA & ASSOCIATES, INC.

NOTE

SITE FEATURES AND CONDITIONS ARE APPROXIMATE AND BASED ON OBSERVATIONS AND REFERENCE DOCUMENTS.

ATTACHMENT J

Inlet Harbor Residential Development Plans, App. No. 2016-0039

OUTSTANDING TECHNICAL REVIEW COMMENTS
4/7/16

The following outstanding technical comments from the Ponce Inlet Development Review Team (DRT) are based on its review of the revised Inlet Harbor Residential development plans submitted on February 12, 2016.

Planning & Zoning: Michael Disher, Sr. Planner – mdisher@ponce-inlet.org, (386) 236-2172

Phase 1 Environmental Assessment

1. **Advisory**: No residential development on the Property shall be permitted until the Developer has identified whether or not there is a need to address the lower exposure threshold for arsenic resulting from the rezoning of the property to residential, as identified in Phase 1 Environmental Site Assessment from Colella & Associates, Inc., dated November 2015. In the event contamination exists at a level at which Florida Department of Environmental Protection would mandate monitoring and/or pollutant clean-up, the Developer shall pay the associated costs to perform the required mitigating activities.