

After Recording Return to:
City of DeBary
Attn: City Clerk
16 Columba Road
DeBary, Florida 32713

**ORDINANCE No. 04-16
ATTACHMENT "A"**

RPUD DEVELOPMENT AGREEMENT

(RIVERSIDE AT DEBARY RPUD - Riviera Bella East Annex)

THIS RPUD DEVELOPMENT AGREEMENT ("Development Agreement" or this "Agreement") is made and entered into by and between the **CITY OF DEBARY**, a Florida municipal corporation (herein "City") and **TRADERSCOVE CORPORATION**, a Delaware profit corporation (herein "Applicant").

WHEREAS, Applicant, as fee simple owner, submitted a rezoning application to the City requesting the adoption of Ordinance No. 04-16 and approval of this Development Agreement pertaining to that certain real property (the "Property") being approximately 66.308+/- acres in size and legally described to wit:

Lot(s) 1 through 14, inclusive, of Block 35 and Lot(s) 1 through 32, inclusive, of Block 36 and that portion of Thirteenth Avenue lying Southerly of Sixth Street, all as shown on the plat of ST. JOHNS RIVER ESTATES – UNIT TWO, as recorded in Map Book 27, Page 201, Public Records of Volusia County, Florida; together with Lot(s) 29 through 31, inclusive, of Block 35 and Lots 33 through 38, inclusive, of Block 36 and Lot(s) 1 through 42, inclusive, of Block 43 and Lot(s) 1 through 21, inclusive, of Block 44 and that portion of Thirteenth Avenue lying Northerly of Fifteenth Street and that portion of Tenth Street lying Easterly of Fourteenth Avenue, all as shown on the plat of ST. JOHNS RIVER ESTATES – UNIT THREE, as recorded in Map Book 27, Page 221, of the Public Records of Volusia County, Florida.

Together With:

Lots 6 And 7, Block 29 And Lot 7, Block 30 And The Rights-Of-Way Of Sixth Street And Thirteenth Avenue Lying Adjacent To Said Lots All Lying With The Plat Of St. Johns River Estates - Unit Two As Recorded Map Book 27, Page 201, Public Records Of Volusia County, Florida

; and

WHEREAS, the Applicant is requesting that the Property be annexed (added) into the Riverside at DeBary Residential Planned Unit Development (RPUD) adopted by City of DeBary Ordinance No. 05-98 and to rezone the Property from R-1 (Urban Single-Family Residential) zoning classification to Riverside at DeBary Residential Planned Unit Development (RPUD) zoning classification; and

WHEREAS, the Property has a Comprehensive Plan Future Land Use Map designation of Residential/Low Density; and

WHEREAS, Ordinance No. 04-16 approving this Development Agreement has been advertised and noticed in accordance with the requirements of state law and Section 1-10 of the City of DeBary Land Development Code; and

WHEREAS, the City Council acting in its capacity as the City of DeBary Local Planning Agency and Governing Body has conducted the necessary public hearings on Ordinance No. 04-16 approving this Development Agreement; and

WHEREAS, based upon competent, substantial evidence presented in the record, Ordinance No. 04-16 and this Development Agreement have been determined by the City of DeBary City Council to meet the requirements for rezoning pursuant to Section 1-6, City of DeBary Land Development Code and Comprehensive Plan Policy 5.505 and is consistent with the City of DeBary Comprehensive Plan and Land Development Code; and

WHEREAS, the City of DeBary City Council finds that this Development Agreement promotes the public health, safety, and welfare and is consistent with and authorized by its authority under Chapter 166, Florida Statutes, Article VIII, Section 2 (b) of the State Constitution, and the City's home rule authority and police powers.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Development Concept. The Property shall be developed as a Residential Planned Unit Development (RPUD) substantially in accordance with the Master Development Plan for each Phase of the development which shall be submitted in the manner provided by the City of DeBary Zoning Ordinances and Land Development Code.

1. Master Development Plan: The Master Development Plan shall consist of the Development Agreement and the Preliminary Plan prepared by B&S Engineering and dated January 15, 2016 (collectively, the “Master Development Plan”). The Master Development Plan is hereby approved by the City Council and incorporated in this Development Agreement by reference as Exhibit "A". The Master Development Plan shall govern the development of the Property and serve to supplement the master development plan approved Ordinance No. 05-98 concerning other lands subject to the Riverside at DeBary RPUD. The Master Development Plan, as part of this Development Agreement, shall be filed and retained for public inspection in the office of the City of DeBary and it shall constitute a supplement to the Official Zoning Map of the City of DeBary. The Property is identified on the Master Development Plan as Unit 8 and Unit 9 and may sometimes be referred to herein as Phase 8 and Phase 9.

2. Amendments: The Master Development Plan is intended to be a conceptual plan to guide development of the Property in compliance with the terms and conditions of this Development Agreement. The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, and locations and design of stormwater storage, landscape buffers and upland buffers may occur during the plat and/or site plan review and approval processes. Proposed revisions to the Master Development Plan that also necessitate revisions to the substantive terms of this Development Agreement shall require approval by the City Council as either a major or minor amendment to this RPUD in accordance with the Land Development Code, as may be amended. The DeBary City Manager shall make determinations as to whether requested revisions to the Master Development Plan rise to the level of a minor or major amendment of this RPUD pursuant to the Land Development Code, or is merely a minor deviation of the Master Development Plan. Minor and major amendments to this RPUD shall be processed in accordance with the Land Development Code, as may be amended. Changes determined by the City Manager to be minor deviations to the Master Development Plan may be approved by the City in the issuance of subsequent development orders. A minor deviation shall be a deviation from the Master Development Plan, which has no substantive effect on the overall goals, purpose and objectives of this Development Agreement and the Master Development Plan. Generally, a minor deviation would be a change that does (a) not conflict with the requirements of the Master Development Plan or any exhibit adopted as part of the Master Development Plan, (b) not conflict with any substantive provision of this Development Agreement, any City ordinance or regulation not superseded by the terms of Ordinance No. 04-16 and this Development Agreement, and (c) not trigger the minor or major amendment PUD provisions of the City of DeBary Land Development Code.

3. Recording: This Development Agreement along with the Master Development Plan shall be in the Public Records of Volusia County, Florida, upon and following execution of the document by the City the Applicant shall pay all recording costs.

4. Subdivision Approval: After the Master Development Plan (Overall Development Plan ODP) is recorded, and prior to Preliminary Plat and engineering construction plans, the issuance of any permits for construction, including clearing and landfill, preliminary plats and engineering construction plans of the area to be subdivided shall be submitted for review and approval as governed under the Land Development Code of the City of DeBary.

B. Unified Ownership. The Applicant and its successors and assigns shall maintain unified ownership of the Property within each phase of the Property until after issuance and recording of the final plat for each Phase being developed. In order words, the Applicant cannot convey portions of the Property without first having obtained approval of and recorded a final plat(s) creating a legal subdivision of the portion of the Property it intends to convey separately from the remainder of the Property. In the event that the Property goes into receivership, or is liquidated or sold, the City will be given thirty (30) days prior notice by registered mail of any action that affects the disposition of the Property in any way. This provision shall apply to the Applicant and all successors and assigns to the Applicant's interest in the Property.

C. Phases of Development. The Property is proposed for development in a maximum of 4 phases. Each phase will be platted separately. Infrastructure for each phase shall be adequate to support the lots in that phase. In addition to the requirements of Section Q of this Development Agreement concerning the expiration of this Development Agreement and the Master Development Plan, the development of the entire Property shall be completed within 10 years of the date of execution of this Agreement unless extended by Agreement between the parties. Within five years from the date of the RPUD approval by the City Council, all construction plans and preliminary plats must be submitted to the City which will consider them upon the request of the Applicant.

D. Land Uses Within the RPUD. The development of the Property shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on the Preliminary Plan, (Exhibit "A"). Densities may be redistributed among various land use areas, but in no case shall the total number of residential units exceed 300. The only permitted use within this RPUD is single-family residential uses along with their customary accessory and common area uses and structures. All uses not expressly permitted by this Development Agreement are prohibited on the Property and within this RPUD.

E. Development Standards. The Property will be single family residential development with common areas and parks as shown on Exhibit "A". The type of residential use for each development area is shown on Exhibit "A".

SPECIAL REGULATIONS

PATIO HOMES - East

1. Minimum lot area: 5,500 sq. ft.
2. Minimum lot width: 50 ft. measured at the building setback line.
3. Minimum yard size
 - (a) Front yard: 25 ft.
 - (b) Rear yard: 20 ft. Residential structure
10 ft. porch or patio
8 ft. swimming pool
5 ft. pool enclosure
 - (c) Side yard: 5 ft. (interior)
 - (d) Side yard abutting any street: 15 ft.
4. Minimum floor area Under air: 1,400 sq. ft.
5. Maximum lot coverage: 45%
6. Maximum building height: 35 feet or 2 stories, whichever is less.

F. Environmental Considerations.

1. Development of the Property shall comply with applicable Water Management District regulations and the Land Development Code concerning wetlands and other environmentally sensitive lands.

2. The Applicant shall comply with Federal and State Endangered and Threatened Species Act. The development of the Property shall have an Endangered and Threatened Species Survey done before any construction takes place.

G. Sewage Disposal and Potable Water. Each dwelling unit and amenity structure developed on the Property shall be connected to central potable water and sanitary sewer service, which is currently provided by Volusia County. Water and sewer lines and appurtenances thereto shall be extended and connected to the Property by Applicant, at the Applicant's expense, in accordance with applicable sizes, pressures, metering, regulations and standards. All project internal utility lines shall be installed at the expense of the Applicant.

1. Sewage: Service shall be provided by the Volusia County Utilities, its successors and assigns. Applicant will enter into an agreement with the County of Volusia for the provision of same.

2. Potable Water: Service shall be provided by the Volusia County Utilities, its successors and assigns. Applicant will enter into an agreement with the County of Volusia for the provision of same.

3. Reuse Water: The reuse water requirements of the City of DeBary are waived for the Property.

4. As part of the development of Unit 4 of the Project, the Applicant shall, at its expense, design, permit and construct a twelve inch (12") diameter potable water main line connecting to an existing water main line at the existing Riviera Bella subdivision main entrance at Riviera Bella Drive and extending such main line south down Fort Florida Road to Tenth Street intersection within Fort Florida Road right-of-way. The Applicant shall have the right to seek reimbursement or a credit from Volusia County for oversizing the potable water main line from eight inch (8") diameter to twelve inch (12") diameter in size. The Applicant shall have these potable water main line improvements installed on or before September 1, 2016, except that Applicant will be given a daily extension for each day that a Force Majeure Event causes a delay in the completion. For the purpose of this Section a "Force Majeure Event" is an event outside of the control of the Applicant and its directors, representatives, employees, agents, contractors, engineers and consultants which causes unforeseeable and unmanageable delay, including Acts of God (including fire, flood, earthquake, hurricane, tornado, or other natural disaster), war, riot or civil commotion, terrorism, declared state of emergency affecting the local area, government action, sink holes, and other similar events or casualties.

5. Applicant shall cause the granting of all utility easements necessary for the required utility lines to the extent said lines are not located within public rights-of-way. No certificates of completion for site infrastructure and building permits and no certificates of occupancy for structures shall be issued until all potable water and sewer off-site and on-site main lines are properly permitted, installed, inspected, cleared for use and fully functional.

H. Stormwater Drainage. Applicant, at its expense, shall design, permit and construct a stormwater management system on the Property to collect, retain and treat stormwater on site, as generally provided on Exhibit "A", and will be in full accordance with the Land Development Code of the City of DeBary, the SJRWMD and any other appropriate regulatory agency codes, rules and regulations. Moreover, the Applicant, at its expense, shall provide for proper stormwater collection, drainage, treatment, detention and retention of stormwater arising from and concerning the Fort Florida Road improvements described in Section I of this Agreement. The Applicant shall grant the City of DeBary perpetual drainage easements necessary to allow stormwater drainage from the Fort Florida Road improvements to be conveyed to and retained on portions of the Property developed to accommodate such stormwater drainage. The Project's homeowner's association shall have the perpetual obligation to maintain, replace and repair all of the Property's stormwater management systems within the limits of the Property, including but not limited to, drainage easements granted to the City of DeBary and improvements located thereon.

I. Access and Transportation System Improvements.

All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended and as shown in Exhibit "A". The Property shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Vehicular access to and from Fort Florida Road will occur at the two points shown in Exhibit "A". The primary access shall be the southernmost of the two

shown. The northernmost access point shall be constructed and completed during the construction of site infrastructure for Phase 8 and the southernmost access point shall be constructed and completed during the construction of site infrastructure for Phase 9.

2. Fort Florida Road improvements. Applicant, at its expense, shall design, permit and construct improvements to Fort Florida Road to improve the right-of-way in accordance with the City of DeBary Land Development Code with an asphalt width of twenty-four feet (24') and with traffic control devices, striping and signs from its existing paved terminus on Fort Florida Road to the southernmost access point into the Project and for at least 50 feet south of such southernmost access point (as generally shown on Exhibit "A") ("Fort Florida Road improvements"). The Applicant shall begin and be completed with Fort Florida Road improvements during the site construction of Phase 9. Applicant and its successors and assigns shall not receive any impact fees credits from the city for any road, stormwater, utility or any other public improvements it is required to make or any property or easement interests it is required to give or grant under this Development Agreement.

3. Road Construction Agreement. Prior to Applicant's improvement commencement of the Fort Florida Road improvements, Applicant shall be required to enter into separate agreement with the City to set forth the terms, conditions and specifications for the design, permitting and construction of Fort Florida Road improvements. Every effort will be made by the Applicant and City to preserve the existing tree canopy along Fort Florida Road during the design and construction of improvements. Such agreement may require performance and maintenance guarantees (in the form of cash, letter of credit or surety bonds) to be provided by the Applicant to secure the proper and timely completion of the road improvements. If any of the Fort Florida Road improvements are not made when and how required herein and by the aforementioned separate road construction agreement, the City shall have the right, without limitation on other remedies the City may have, to withhold further building permits, plat approvals, certificates of occupancy and other development orders concerning the Property, until such obligations are satisfied. In addition to other remedies the City may have, in the event the Applicant fails to timely improve Fort Florida Road as required in this Agreement, the City may record a Notice of Lien against the Property and Applicant in an amount equal to the estimated design, permitting, installation and construction cost of the uncompleted Fort Florida Road improvements required by this Agreement. The lien amount shall accrue interest at the rate of twelve percent per annum. A copy of such Notice of Lien(s) shall also be delivered to Applicant at Applicant's (or its successors and assigns) last known address according to the Volusia County Property Appraiser's website. The recorded Notice of Lien(s) shall constitute a lien upon the Property and have a priority as of the date recorded and the lien may be foreclosed upon for the benefit of the City any time ninety (90) days after the Notice of Lien has been recorded in the public records. The City may foreclose the lien in accordance with the procedures established in Chapter 702, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The City shall be entitled to recover its collection costs and City's litigation costs in obtaining a monetary judgment or foreclosing the lien against Applicant and Property, including the City's attorneys' fees and costs. The Applicant may obtain a release from the lien by paying the amount

stated in the lien, plus accrued interest, plus attorneys' fees and costs incurred by the City in filing and collecting upon the lien.

J. Internal Roadways. A street system internal to the project shall be constructed by Applicant, as Applicant's expense, in accordance with City of DeBary Land Development Code substantially as shown in Exhibit "A". Applicant shall be responsible for installing all appropriate internal roadway traffic control devices and signs in accordance with applicable standards. The roadways will be public and conveyed in fee simple ownership to and maintained by the City of DeBary.

K. Tree Replacement on Pre-filled Lots. Applicant may clear and fill lots with excavated material from the roadways and ponds, if prior to these activities, Applicant records deed restrictions stating that trees must be planted on these lots at the time of development and or home construction in accordance with the tree development standard in effect in the City of DeBary at the time of the lot clearing. Tree replacement shall consist of hardwood trees. For the selection of replacement trees, the Applicant shall use the list formulated by the volunteer City Arborist.

L. Common Open Space. The overall development of the Property shall meet or exceed the minimum requirements for common open space imposed by the Land Development Code and zoning ordinances of the City of DeBary.

1. As part of this requirement, the Applicant shall develop an additional three park areas for the use of the project residents. Information on the common areas illustrated on the revised Master Development Plan are incorporated into and made a part of this Agreement. In addition, specific details have been provided on Exhibit "A".
2. As part of this requirement the Applicant shall construct a series of walls and landscaped berms along the perimeter common area.

M. Homeowners or Property Owners Association. The Applicant shall create a homeowners' or property owners' association(s) in accordance with Chapter 720, Florida Statutes, and other applicable statutes prior to or concurrently with the recording of a plat of the Property or any portion thereof. Such Association will be a sub-association of the Master Declaration of Covenants, Conditions and Restrictions of Riviera Bella, with the same rights of access and privileges of the Master Association and Villages. The homeowners' association(s) shall be responsible for the ongoing maintenance, repair and replacement of any common areas, open space, retention, recreation areas, and other private subdivision infrastructure improvements and provide for the assessment of property owners for such purposes. Common area tracts, including retention tracts and private rights-of-way (if any), shall be conveyed in fee simple ownership to the property owners association concurrently with the recording of the applicable plat creating such tracts. The declaration shall set forth the homeowners' association duty to maintain all subdivision common area, including open space and stormwater systems, and right to impose and collect assessments against the lots and lot owners. Further, the declaration shall be consistent with Chapter 720, Florida Statutes and include provisions required by the Land Development Code and other reasonable provisions that the City may require. The by-laws of said association and the declaration shall be furnished to the City of DeBary for

review and approval prior to final plat approval for the 1st phase of development. The Applicant shall be responsible for recording the declaration in the Public Records of Volusia County, Florida. Also, the Applicant shall bear and pay all costs for recording all of the aforementioned declaration.

With respect to the enforcement of said declaration entered into between the Applicant and the owners or occupiers of property within the RPUD, the City of DeBary shall only be given the right to enforce the provisions required by this Development Agreement, Land Development Code, as amended, and conditions of development orders, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

N. Development Regulations. The DeBary Land Development Code will control the development of the Property regarding any items not specifically covered by Ordinance No. 04-16 and this Agreement. The local development approvals and permits required to be approved or issued by the City for the intended use contemplated by this Development Agreement include, but are not limited to, construction plan approvals, site plans, plats, stormwater drainage, SJRWMD permits, demolition permit, grading, arbor permits, engineering and utility plans, and construction permits for buildings and other structures. These development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Land Development Code and subject to this Development Agreement. Failure of this Development Agreement to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. This Development Agreement does not, and is not intended to prevent or impede the City from exercising its legislative authority as the same may affect the Property. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of 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 and federal law or other any other privilege, immunity or defense afforded under the law to the City or any of its elected or appointed officials, employees and agents.

O. Utility Lines: All utility lines on the Property, including electric transmission and distribution lines shall be installed underground to the extent reasonably applicable.

P. Binding Effect of Plans; Recording; and Effective Date. This Development Agreement and the Master Development Plan, including any and all supplementary orders and resolutions, shall bind and inure to the benefit of the Applicant and its successor in title or interest. The RPUD zoning, provisions of this Development Agreement, and all approved plans shall run with the land and shall be administered in a manner consistent with the Land Development Code, as amended. This Development Agreement shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the City Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The date of City Council approval of Ordinance No. 04-16 shall constitute the effective date of the RPUD and this Development Agreement. The applicant shall pay all filing costs for recording documents. Upon written request by the Applicant to the City setting forth Applicant's position on what matters have been completed and what matters

are outstanding, the City will provide an estoppel letter within fifteen business (15) days thereafter setting forth the City's understanding on what matters have been completed and what matters remain outstanding concerning any payment or improvement required to be made by Applicant under to this Agreement.

Q. Expiration: All provisions of this Development Agreement and the Master Development Plan shall expire and terminate 720 days following the effective date of this Development Agreement if a subsequent development order extension for the Property has not been secured in writing by the Applicant within said period of time. In event of expiration and termination of this Development Agreement and Master Development Plan occurs, the Property shall revert back to its previous zoning designation as City R-1 (Urban Single-Family Residential) zoning classification, and the RPUD entitlements become null and void.

R. Authority. Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Development Agreement, that all acts, approvals, procedures and similar matters required in order to authorize this Development Agreement have been taken, obtained, or followed, as the case may be, that this Development Agreement and the proposed performance of this Development Agreement by such party is not an *ultra vires* act and that, upon the execution of this Development Agreement by all parties, this Development Agreement shall be valid and binding upon the parties and their successors in interest. Furthermore, Applicant represents and warrants to City that Applicant is the sole owner of the Property, in fee simple, free and clear of any monetary encumbrances, including but not limited to mortgages and liens, in the event such an encumbrance exists, Applicant, Applicant's sole cost, shall obtain the necessary joiners, consents and subordination to this Development Agreement or releases from the appropriate parties with an interest in the property.

S. Development Review Cost. The Applicant (and its successors and assigns in interests) shall timely pay the City for any and all development review costs concerning the development and the Property in accordance with Section 1-16, City of DeBary Land Development Code. Applicant acknowledges and agrees that Applicant have read § 1-16, DeBary Land Development Code and understand Applicant's responsibilities and obligations under such code provision and this Development Agreement and acknowledges and agrees that Applicant is bound by such code provision for all development applications and approvals relating to the Property.

T. Recitals. The recitals herein contained are true and correct and are incorporated herein by reference as material terms of this Development Agreement.

AGREED to by the City Council of the City of DeBary, Florida, and the Applicant on this ____ the day of _____, 2016.

ATTEST:

CITY OF DEBARY, a Florida municipal corporation

Dan Parrott, City Clerk

Clint Johnson, Mayor

Date: _____

[Applicant's Signature on Next Page]

WITNESSES:

Applicant

TRADERSCOVE CORPORATION

Signature

By: _____

Print

Print Name: _____

Signature

Print

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____ in the year 2016 by _____ as the President of

TRADERSCOVE CORPORATION, on behalf of said company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name_____

Commission No._____

My Commission Expires:_____

**JOINDER, CONSENT AND SUBORDINATION OF MORTGAGEE TO
DEVELOPMENT AGREEMENT – RIVERSIDE AT DEBARY RPUD – EAST RIVIERA BELLA
ANNEX**

Axiom Bank, whose address is 258 Southhall Lane, Suite 400, Maitland, FL 32751 (“Mortgagee”), being the owner and holder of that certain Mortgage and Security Agreement of Traderscove Corporation, (“Mortgagor”) and related financial instruments, recorded at Official Records Book 7069, Page 3657; Book 7069, Page 3690; Book 7069, Page 3699; Book 7069, Page 3708; and Book 7092, Page 3061, Public Records of Volusia County, Florida, which encumbers the real property located in Volusia County, Florida, more fully described to wit:

Lot(s) 1 through 14, inclusive, of Block 35 and Lot(s) 1 through 32, inclusive, of Block 36 and that portion of Thirteenth Avenue lying Southerly of Sixth Street, all as shown on the plat of ST. JOHNS RIVER ESTATES – UNIT TWO, as recorded in Map Book 27, Page 201, Public Records of Volusia County, Florida; together with Lot(s) 29 through 31, inclusive, of Block 35 and Lots 33 through 38, inclusive, of Block 36 and Lot(s) 1 through 42, inclusive, of Block 43 and Lot(s) 1 through 21, inclusive, of Block 44 and that portion of Thirteenth Avenue lying Northerly of Fifteenth Street and that portion of Tenth Street lying Easterly of Fourteenth Avenue, all as shown on the plat of ST. JOHNS RIVER ESTATES – UNIT THREE, as recorded in Map Book 27, Page 221, of the Public Records of Volusia County, Florida.

Together With:

Lots 6 And 7, Block 29 And Lot 7, Block 30 And The Rights-Of-Way Of Sixth Street And Thirteenth Avenue Lying Adjacent To Said Lots All Lying With The Plat Of St. Johns River Estates - Unit Two As Recorded Map Book 27, Page 201, Public Records Of Volusia County, Florida

(herein referred to as the “Mortgagee Lien Documents”), hereby joins in and consents to the Development Agreement– Riverside at DeBary RPUD – East Riviera Bella Annex being entered into between the

Mortgagor and the City of DeBary and to be recorded in the Public Records of Volusia County, Florida (herein "RPUD Development Agreement"), and Mortgagee hereby expressly subordinates its above referenced Mortgage Lien Documents to the RPUD Development Agreement and its authorizing ordinance. This Joinder, Consent and Subordination does not release any property from the lien and effect of the Mortgagee Lien Documents or any other lien instrument, and does not otherwise amend or alter any Mortgage Lien Documents.

IN WITNESS WHEREOF, the Mortgagee hereto has executed and delivered this Joinder, Consent and Subordination of Mortgagee as of this ____ day of _____, 2016.

Witnesses:

MORTGAGEE

By: _____

Name Printed: _____

By: _____

By: _____

Printed Name: _____

Name Printed: _____

Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of _____ on behalf of said company. She/He is personally known to me or has produced _____ as identification.

Signature of Notary Public

(SEAL)

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

(Plan by B&S Engineering, dated January 15, 2016)