

## RESOLUTION NO. 16-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA APPROVING A MINOR AMENDMENT TO THE RIVERBEND ON THE ST JOHNS RIVER RESIDENTIAL PLANNED UNIT DEVELOPMENT AND DEVELOPMENT AGREEMENT APPROVED BY ORDINANCE NO. 02-08 GOVERNING THE 330 +/- ACRES OF LAND WITH PARCEL ID #S 07-19-30-00-00-0020, 07-19-30-00-00-0010 AND 06-19-30-00-00-0070 LOCATED ON THE WEST SIDE OF FORT FLORIDA ROAD APPROXIMATELY ONE MILE FROM THE INTERSECTION WITH BARWICK ROAD PROVIDING FOR AMENDMENT TO THE DEVELOPER'S AGREEMENT RELATING TO FORT FLORIDA ROAD TRANSPORTATION IMPROVEMENTS, BUFFER REQUIREMENTS, RECREATION TRAIL CONNECTIONS AND SIDEWALKS; PROVIDING FOR EXTENSION OF THE OVERALL DEVELOPMENT PLAN DEVELOPMENT ORDER; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on December 3, 2008, the City Council adopted Ordinance No. 02-08 approving the Riverbend on the St. Johns River Residential Planned Unit Development, RPUD Development Agreement and Master Development Plan governing the 330 acre parcels of land with Volusia County Tax Parcel Identification Numbers 07-19-30-00-00-0020, 07-19-30-00-00-0010 and 06-19-30-00-00-0070 located on the west side of Fort Florida Road approximately one mile from the intersection with Barwick Road; and

**WHEREAS**, the RPUD Development Agreement ("RPUD Development Agreement") governing the Riverbend on the St. Johns River Residential Planned Unit Development and Property is recorded at Official Records Book 6319, Pages 160, et. seq. of the Public Records of Volusia County, Florida; and

**WHEREAS**, RIVER RANCH HOLDINGS LLC and RECICAR THOMAS S TRUST (collectively "Owners") are the fee simple owners of that certain 330 +/- acre real property described in Ordinance No. 02-08 and the RPUD Development Agreement ("Property"); and;

**WHEREAS**, the Owners have applied for and are seeking from the City a minor amendment to the Riverbend on the St. Johns River Residential Planned Unit Development and RPUD Development Agreement to modify Section C, Section E.1.B, Section E.3, Section J.2 and Section J.3 of the RPUD Development Agreement relating to Fort Florida Road transportation improvements, buffer requirements, recreation trail connections and sidewalks; and

**WHEREAS**, pursuant to Sec. 4-25-(10)(d) of the Land Development Code, the Owners have requested an additional extension of the expiration date of the Overall Development Plan Development Order which expired on February 20, 2016; and

**WHEREAS**, in accordance with the Land Development Code, a public hearing on this Resolution has been held and the notice requirements of Sec. 1-10(c), Land Development Code, have been met.

**IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1. Recitals.** The above recitals are true and accurate and are incorporated herein.

**SECTION 2. Minor Amendment.** A minor amendment to the Riverbend on the St. Johns River Residential Planned Unit Development and RPUD Development Agreement is hereby approved to modify Section C, Section E.1.B, Section E.3, Section J.2 and Section J.3 of the RPUD Development Agreement relating to Fort Florida Road transportation improvements, buffer requirements, recreation trail connections and sidewalks, and as such the Amendment to RPUD Development Agreement attached hereto as **Exhibit "A"** is hereby approved.

**SECTION 3. Extension.** The Overall Development Order is hereby extended for 360 days. The Overall Development Plan Development Order will now expire on February 15, 2017, which is 360 days from the expiration date of the previously extended Overall Development Plan Development Order. Approval of the extension of the ODP shall be contingent upon the submittal of future Preliminary Plat and Construction Plans and Final Plat meeting the revised requirements of the RPUD Development Agreement as attached in Exhibit "A", which include:

- The dedication of additional lands, to the City of DeBary, along the subject property boundary to ensure that a full 60 feet of right-of-way is provided for Ft. Florida road improvements.
- Ft. Florida Road improvements shall meet the design and construction requirements of the City's Land Development Code which include 24" of asphalt, sidewalks and associated stormwater conveyance.
- Landscape buffer requirements along the subject property boundary may be reduced from a 20 foot minimum as a result of any required lands to be dedicated to meet the 60 foot right-of-way requirements.
- The Riverbend PUD unit count of 250 single family dwelling units as well as the associated ancillary uses shall not be reduced or directly impacted as a result of the right-of-way dedication.

**SECTION 4. Recording.** The City Clerk is hereby directed to record this Resolution and the Amendment to RPUD Development Agreement in the Public Records of Volusia County, Florida.

**SECTION 5. Severability.** If any portion of this Resolution is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Resolution shall continue in full force and effect.

**SECTION 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Clint Johnson, Mayor

\_\_\_\_\_  
Dan Parrott, City Clerk

**EXHIBIT "A"**

After Recording Return to:

Dan Parrott, City Clerk  
City of DeBary  
16 Colomba Road  
DeBary, Florida 32713

**AMENDMENT TO RPUD DEVELOPMENT AGREEMENT**

**RIVERBEND ON THE ST. JOHNS RIVER PLANNED UNIT DEVELOPMENT**

**THIS AMENDMENT TO DEVELOPMENT AGREEMENT** (the "Amendment") is made and entered into by and between the **CITY OF DEBARY**, a Florida municipal corporation (herein "City") and **RIVER RANCH HOLDINGS LLC** and **RECICAR THOMAS S TRUST** (collectively "Owners").

**WHEREAS**, the City and Owners previously entered in that certain RPUD Development Agreement concerning the Riverbend on the St. Johns River Planned Unit Development recorded at Official Records Book 6319, Pages 160, et. seq. of the Public Records of Volusia County, Florida (“RPUD Development Agreement”); and

**WHEREAS**, the City and Owners desire to amend Section C, Section E.1.B, Section E.3, Section J.2 and Section J.3 of the RPUD Development Agreement in order to provide for Fort Florida Road transportation improvements, buffer requirements, recreation trail connections and sidewalks; and

**WHEREAS**, the due public notice and public hearing requirements of the City of DeBary Land Development Code and this Amendment have been met; and

**WHEREAS**, the City Council of the City of DeBary, Florida, finds that this Amendment is consistent with the City of DeBary Comprehensive Plan and Land Development Code and promotes the public health, safety and welfare and is consistent with its authority under Chapter 166, Florida Statutes, Section 2(b) of the State Constitution, and the City's 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:

**SECTION I.** Section C of the RPUD Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

**C. Phases of Development:** The Applicant and the City anticipate that the entire Riverbend on the St Johns River residential project to be constructed on Property (“Project”) shall be developed in

logical phases over the course of ten (10) year build-out schedule. The site may be developed in up to six (6) distinct phases (or also herein referred to as “villages”), as shown on the Master Conceptual Plan. The order of the phases is to be determined by the Applicant based on market conditions and financial feasibility. Each phase of development may obtain separate preliminary and final plat approvals and shall contain sufficient infrastructure improvements to support that phase. The order in which the Applicant chooses to develop the phases may trigger the City requiring alternative access points and other requirements. Prior to preliminary plat approval for the first phase of development, the Applicant shall submit for review and approval an Overall Development Plan for the entire Property in accordance with Section 4-44, DeBary Land Development Code. Prior to the issuance of the 125<sup>th</sup> building permit for Project residential dwelling units, community facilities, including the community boat ramp (if permitted), recreational trails and the community clubhouse facilities will be commenced. The applicant shall coordinate Fort Florida Road improvements with the City and in accordance to Land Development Code Div. 4; Design and Construction Standards of Improvements.

**SECTION II.** Section E.1.B of the RPOD Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

E.1.B.

Minimum perimeter landscape buffers & natural upland buffers.

Adjacent to Ft. Florida Road: 20 ft., except where the dedication of additional perimeter land is needed to meet the minimum of 60' of Ft. Florida Road right-of-way requirement interferes with minimum buffer requirements, then the minimum perimeter landscape buffer requirement may be reduced.

Adjacent to property boundary lines: 20 ft.

Adjacent to St. Johns River wetland line: 50 ft. average naturally vegetated upland buffer, but not less than 25 ft. in any location.

Adjacent to creek wetland lines: 25 ft. average, naturally vegetated upland buffer, not less than 20 ft. in any location

Wetland buffers and landscape buffers can be located within a residential lot.

**SECTION III.** Section E.3 of the RPUD Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

E.3. Recreation and Open Space: Riverbend on the St Johns River Project will provide a private multi-use pedestrian, bicycle and jogging trail system generally connecting each tract and the community. The specific path of each leg of the trail will be determined during the planning of each preliminary plat. The applicant should coordinate with Development Review to make trail connections, where possible, to adjacent development.

**SECTION IV.** Section J.2 of the RPUD Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

J.2(A). Ft. Florida Road:

2.1 Prior to or concurrently with the recording of the final plat for the 1<sup>st</sup> phase of development, the Applicant shall, at no charge to the City, cause the fee simple conveyance of lands to the City necessary to meet the required sixty-foot (60') right-of-way width to expand the existing right-of-way along the Property's full boundary with Ft. Florida Road ("Right-of-Way Property") in accordance with the procedures set forth in subsection 2.4 herein. The City shall have the right to require the Applicant to cause the Right-of-Way conveyance to occur at any time (including prior to final platting) upon written notice and demand to the Applicant and within 75 days from the date of such written notice and demand the Applicant shall cause the Right-of-Way conveyance to occur in accordance with this Section and its subsections. The dedication of land to meet the required sixty-foot (60') right-of-way shall in no way impact the total agreed upon unit count of 250 single-family homes and associated amenities described within other sections of this Agreement. Applicant shall incur the costs of title work, surveying and preparing legal descriptions and sketches for required Right-of-Way Property conveyances. As of the effective date of this Development Agreement, City does not currently have a transportation impact fee. Applicant reserves the right to apply for and seek transportation impact or mobility fee credits relating to the conveyance of the Right-of-Way Property as described in this section and section 2.3 below, and any required offsite transportation improvements excluding lands and improvements

necessary for ingress and egress to and from the Project (e.g. turn lanes and intersections of internal roads with public rights-of-way); provided however, the Applicant shall not be entitled to apply for, seek or receive transportation impact or mobility fee credits if the City does not adopt a transportation impact or mobility fee applicable to the development of the Property prior to the issuance of the last building permit for the Project's dwelling units; provided however, in no event shall credits be received towards dwelling units not charged impact fees or mobility fees. The conveyance of the Right-of-Way Property to the City shall not relieve the Developer from its responsibilities to engineer, design, permit and construct any of the Ft. Florida Road improvements or any other improvements specified in this Agreement or as a condition of Project approvals. Notwithstanding the foregoing, nothing contained herein shall limit the Applicant's ability to apply for or receive impact or mobility fee credits from Volusia County, if such credits are available.

2.2 The Applicant shall, at its expense, be responsible for engineering, design, permitting and construction of improvements to Ft. Florida Road along the full Property frontage on Ft. Florida Road and to accommodate access to and from the project entrances on Ft. Florida Road, with asphalt at a width of twenty-four feet (24') and all in accordance with the DeBary Land Development Code and the provisions of this Development Agreement. The Applicant shall accommodate the stormwater drainage arising from and concerning the Public Road Improvements and Project access improvements in the existing right-of-way and on retention pond(s) and areas on the Property. The Applicant shall pay for all costs of engineering, design, and construction of all roads and stormwater improvements described herein. The City will, at Applicant's expense, provide the Applicant with assistance in the St. Johns River Water Management District (SJRWMD) permitting process and be named

as the applicant concerning stormwater improvements related to Public Road improvements. The Applicant shall be required to construct one or more access points from Ft. Florida Road in conjunction with the first phase of development of the Property proposed west of the Florida Power and Light power line easement. The City will provide assistance in determining the existing prescriptive rights and right-of-way limits of Ft. Florida Road. The Applicant (for itself and its successors and assigns) hereby disclaims, releases and quit claims to the City of DeBary any and all right, title and interests Applicant may have or had in the current alignment of the Ft. Florida Road right-of-way as maintained by the City of DeBary. To the extent feasible, the current Fort Florida Road roadway alignment will be preserved and the roadway and stormwater design will accommodate the existing trees lining the roadway corridor.

2.3 Right-of-Way Property Conveyance. The Right-of-Way Property, or the difference of the existing prescriptive ROW to equal 60', shall be conveyed to the City by warranty deed or special warranty deed free and clear of all liens and encumbrances except for those matters acceptable to the City. The form of the special warranty deed shall be subject to the approval of the City. The Applicant shall, at least ten (10) days prior to the conveyance of the Right-of-Way Property to the City, provide to the City a boundary survey of the Right-of-Way Property (including a depiction of the existing Ft. Florida Road rights-of-way in relation to such property) certified to the City and a current attorney's opinion of title or a current certificate of title, evidencing that fee simple title to the Right-of-Way Property is free and clear of all liens and encumbrances except for those matters acceptable to the City. Real property taxes on the Right-of-Way Property shall be prorated as of the day before the City's acceptance of the conveyance of the same, and the prorated amount of such real property taxes attributable to the

Applicant shall be paid and escrowed by the Applicant in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then Applicant shall be responsible for real property taxes for the entire year. Applicant shall comply with the disclosure requirements of Section 286.23, Florida Statutes, with respect to the conveyance of the Right-of-Way Property to the City, if applicable.

#### **2.4 Road Construction Schedule**

The Applicant shall proceed with engineering, design, permitting, installation and construction of Ft. Florida Road and improvements in accordance with the following road improvement schedule:

1. Prior to Platting 205<sup>th</sup> Lot. Prior to the final plat approval for the Project phase/village platting the 205<sup>th</sup> residential dwelling unit lot, the Applicant, at its cost shall: (a) install and construct or cause to be installed and constructed Public Road Improvements with asphalt at a width of twenty-four feet (24') and improve the rights-of-way in accordance with the Local Road Standards per the City of DeBary Land Development Code and include traffic control devices, striping and signs. The Public Road Improvements may be designed to mitigate impacts to the natural tree canopy along Ft. Florida Road. The City Manager may approve such design modifications based on recommendations provided by the City's Development Review Committee ("DRC"). Prior to Applicant's construction commencement of the Public 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 Ft. Florida Road 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.

2.5 If any of the Public 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 make the Public Road Improvements 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 Public 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 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.

A. Schedule of Construction.

~~The Applicant shall proceed with the design, permitting, installation and construction of Ft. Florida Road improvements in accordance with the following road improvement schedules (Schedule A or Schedule B):~~

~~*Prior to Building Permits/Certificates of Occupancy.* As part of construction of the site infrastructure for the 1<sup>st</sup> village, the Applicant, at the Applicant's costs, shall: (a) install and construct or cause to be installed and constructed Ft. Florida Road improvements along the entire road frontage of the Property running east and west adjacent to the entire northern Property boundary and running north and south along the entire eastern Property boundary with base and a 1 ½" lift of asphalt at a width of twenty-two feet (22') and improve the right-of-way in accordance with the minimum cross-section attached hereto as **Exhibit "E"** and include traffic control devices, striping and signs; and (b) cause the portion of Ft. Florida Road from the existing pavement near the intersection of Ft. Florida Road and Barwick Road to the eastern edge of the Property to be improved with cold mix open graded bituminous pavement to the width of twenty-two feet (22') and in depth and a manner acceptable to the City of DeBary along with traffic control devices, striping and signs. The Applicant and City acknowledge and agree that the open graded bituminous pavement to be placed on a portion of Ft. Florida Road is for temporary purposes only and does not conform to the paving and construction standards of the City of DeBary Land Development Code. The Applicant shall accommodate the stormwater drainage arising from and concerning the Ft. Florida Road improvements in the existing Ft. Florida Road right-of-way and on retention pond(s) and areas on the Property. The Applicant shall pay for all costs of engineering, design, and construction of~~

~~all road and stormwater improvements described herein. The City will, at Applicant's expense, provide the Applicant with assistance in the St. Johns River Water Management District (SJRWMD) permitting process and be named as the applicant concerning stormwater improvements related to the Ft. Florida Road improvements. With the exception of model home building permits, no certificates of completion for site infrastructure and building permits and certificates of occupancy for structures shall be issued until Ft. Florida Road is improved as stated in this subsection. Prior to Platting 205<sup>th</sup> Log. Prior to the final plat approval for the Project phase/village platting the 205<sup>th</sup> residential dwelling unit lot, the Applicant, at its cost, shall cause the portion of Ft. Florida Road that is to be improved with cold mix open graded bituminous pavement between the intersection of Ft. Florida Road and Barwick (ii) *Prior to Platting 205<sup>th</sup> Lot.* Prior to the final plat approval for the Project phase/village platting the 205<sup>th</sup> residential dwelling unit lot, or six (6) years from the final plat approval for the Project's 1<sup>st</sup> phase of development, whichever occurs first, the Applicant, at its cost, shall cause: (a) the portion of Ft. Florida Road that is to be improved with cold mix open graded bituminous pavement along the entire north and east sides of the Property to be replaced and improved with base and an 1 1/2" lift of asphalt at a width of twenty-two feet (22') and improve the right-of-way in accordance with the cross-section attached hereto as **Exhibit "E"** and include traffic control devices, striping and signs; and (b) the overlay of the final 3/4" layer of asphalt on and the restriping of (i) the segment of Ft. Florida Road from the existing pavement near the intersection of Ft. Florida Road and Barwick Road to the Project's proposed main entrance on the Master Conceptual Plan and (ii) the intersection of Ft.~~

~~Florida Road with the Project's proposed main entrance. The Applicant shall accommodate the stormwater drainage on the Property arising from and concerning the Ft. Florida Road improvements. No certificates of completion for site infrastructure and building permits and certificates of occupancy for structures shall be issued for any lots and dwelling units exceeding 204 total Project lots and units until Ft. Florida Road is improved as stated in this subsection.~~

~~2. **Schedule B.**~~

~~(i) *Prior to Building Permits/Certificates of Occupancy.* As part of construction of the site infrastructure for the 1<sup>st</sup> village, the Applicant, at the Applicant's costs, shall: (a) install or cause to be installed, the segment of Ft. Florida Road from the Riviera Bella Phase IV entrance on Ft. Florida Road to the Project's proposed northern alternative main entrance on the Master Conceptual Plan and along the entire road frontage running east and west adjacent to the northern Property boundary to be improved with base and an initial ¾" lift of asphalt at a width of twenty-two feet (22') and improve the right-of-way in accordance with the cross-section attached hereto as **Exhibit "E"** and include traffic control devices, striping and signs; (b) improve the three-way intersection of Ft. Florida Road and the Project's proposed main entrance located at the south end of the Property on the Master Conceptual Plan by installing base and an initial ¾" lift of asphalt pavement at said intersection and on Ft. Florida Road 120 ft. north and 120 ft. east of said intersection and include traffic control devices, striping and signs; and (c) cause the remaining portions of Ft. Florida Road along the entire east side of the Property to be improved with cold mix~~

~~open graded bituminous pavement to the width of twenty-two feet (22') and in depth and a manner acceptable to the City of DeBary. The Applicant and City acknowledge and agree that the open graded bituminous pavement to be placed on a portion of Ft. Florida Road is for temporary purposes only and does not conform to the paving and construction standards of the City of DeBary Land Development Code. The Applicant shall accommodate the stormwater drainage arising from and concerning the Ft. Florida Road improvements on the Property or secure easements over other properties for such drainage. With the exception of model home building permits, no certificates of completion for site infrastructure and building permits and certificates of occupancy for structures shall be issued until Ft. Florida Road is improved as stated in this subsection.~~

~~(ii) *Prior to Platting 205<sup>th</sup> Lot.* Prior to the final plat approval for the Project phase/village platting the 205<sup>th</sup> residential dwelling unit lot, or six (6) years from the final plat approval for the Project's 1<sup>st</sup> phase of development, whichever occurs first, the Applicant, at its cost, shall cause: (a) the portion of Ft. Florida Road that is to be improved with cold mix open graded bituminous pavement along the entire east side of the Property to be replaced and improved with base and an 1 ½" lift of asphalt at a width of twenty-two feet (22') and improve the right-of-way in accordance with the cross-section attached hereto as **Exhibit "E"** and include traffic control devices, striping and signs; and (b) the overlay of the final ¾" layer of asphalt on and the restriping of all Ft. Florida Road segments required to be constructed pursuant to this Agreement. The Applicant shall accommodate the stormwater drainage on the Property arising from and concerning the Ft. Florida Road improvements. No certificates of completion for~~

~~site infrastructure and building permits and certificates of occupancy for structures shall be issued for any lots and dwelling units exceeding 204 total Project lots and units until Ft. Florida Road is improved as stated in this subsection.~~

~~Road and the eastern edge of the Property to be replaced and improved with base and an 1 ½" lift of asphalt at a width of twenty-two (22') and improve the right-of-way in accordance with the cross-section attached hereto as Exhibit "E" and include traffic control devices striping and signs.~~

~~B. Partial Reimbursement for Pervious Pavement. Upon completion of the Ft. Florida Road improvements specified in Section J.2.A required to be completed as part of construction of the site infrastructure for the Project's 1<sup>st</sup> village, the City of DeBary agrees to reimburse the Applicant up to a maximum of \$250,000 for the actual material and labor cost of installing the open graded bituminous pavement on Ft. Florida Road to be used on a temporary basis. The reimbursement to the Applicant will be made in five (5) equal annual payments without interest. The first annual payment will be due six (6) months after the completion of the Ft. Florida Road improvements specified in Section J.2.A. required to be completed as part of construction of the site infrastructure for the Project's 1<sup>st</sup> village and the remaining four consecutive annual payments will be due on the annual anniversary of the first payment and each year thereafter until paid. At the time of seeking reimbursement, the Applicant shall submit documentary evidence to the City in order to support the actual costs paid for material and labor costs of the open graded bituminous pavement.~~

**SECTION V.** Section J.3 of the RPUD Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

J.3. Sidewalks: The Applicant shall construct a 5-foot wide sidewalk along both sides of all two-way internal Project roadways or a 5-foot wide sidewalk on one side and a minimum 5-foot wide multi-purpose trail on the other side of the two way roadway. A five-foot sidewalk shall be constructed on one side of all one-way internal roads within Riverbend on the St Johns River Project. Sidewalks may be constructed within internal rights-of-way. No sidewalks are necessary for internal lanes or alleys that provide rear driveway access to residential lots. Sidewalks shall also be constructed along Ft. Florida road as required by the Land Development Code for residential subdivision development along all collector and arterial roadways.

**SECTION VI.** **Full Force & Effect; Binding.** The Development Agreement shall remain in full force and effect except as expressly modified by this Amendment. This Amendment shall run with the land and be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, assigns and anyone claiming by, through or under any of them.

**SECTION VII.** **Effective Date.** The effective date of this Amendment shall be the date approved by the City Council.

AGREED to by the City Council of the City of DeBary, Florida, and the Owners on this \_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**CITY OF DEBARY**

\_\_\_\_\_  
Dan Parrott, City Clerk

\_\_\_\_\_  
Clint Johnson, Mayor

City Council Approved on \_\_\_\_\_.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2016, by Clint Johnson as Mayor, on behalf of the City of DeBary, and 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:

**OWNERS:**

**RIVER RANCH HOLDINGS LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201, by \_\_\_\_\_, as \_\_\_\_\_ of RIVER RANCH HOLDINGS LLC, who is personally known to me or who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Type or Print Name:

\_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**RECICAR THOMAS S TRUST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of RECICAR THOMAS S TRUST, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Type or Print Name:

\_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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