

ORDINANCE NO. 06-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA; ADOPTING AN AMENDMENT TO THE RIVERSIDE BPUD AS ADOPTED BY ORDINANCE NO. 21-05 TO HEREBY INCLUDE ADDITIONAL PERMITTED USES ON THE PROPERTY INCLUDING LIMITED LIGHT INDUSTRIAL (I-1) USES; INCLUDING AUTOMOBILE, TRUCK-TRAILER, MOTORCYCLE, BOAT, MOBILE HOME, MANUFACTURED DWELLING, RECREATIONAL VEHICLE, BICYCLE MANUFACTURERS, AND ALSO MACHINERY AND MACHINE SHOPS; PROVIDING FOR A DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

THIS AMENDMENT TO BPUD DEVELOPMENT AGREEMENT (“Amendment”) is made and entered into by and between the CITY OF DeBARY, a Florida municipal corporation (herein “City”) and Bolder Properties, LLC, a Florida Limited Liability Company (herein “Applicant”).

WHEREAS, the City and Applicant previously entered into that certain BPUD Development Agreement with effective date of February 1, 2006 recorded at Official Records Book 5768, Pages 2197-2214, of the Public Records of Volusia County, Florida and approved by City of DeBary- Ordinance No. 21-05 (herein “Development Agreement”); and

WHEREAS, the City and Applicant desire to amend Section D of the Development Agreement to modify land uses within the BPUD; and

WHEREAS, the City and Applicant desire to amend Section F of the Development Agreement to modify development standards to include the addition of light industrial land use; and

WHEREAS, the City and Applicant desire to amend Section J of the Development Agreement to modify access and transportation system improvements to include the addition of visual impacts within the BPUD.

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 to amend the Development Agreement as follows:

1. Amendment. Section D of the Development Agreement is hereby amended to read as follows (words that are ~~stricken-out~~ are deletions; words that are underlined are additions):

D. Land Uses Within the BPUD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed BPUD. The location and size of said land use areas are shown on the Master Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures: All permitted and principal uses and structures defined below including:

- 1) Art, Dance, Modeling and Music Schools
- 2) Auction Parlors
- 3) Automobile Body Shops
- 4) Automobile Driving Schools
- 5) Automobile Rental Agencies
- 6) Beauty and Barber Shops
- 7) Building Material Sales and Storage
- 8) Catering Services
- 9) Contractor's Shop, Storage
- 10) Employment Agencies
- 11) Essential Utility Services
- 12) General Offices
- 13) Laundry and Dry Cleaning Establishments
- 14) Medical Offices, Clinics, and Laboratories
- 15) Pest Exterminators
- 16) Printing and Engraving, including photostating and publishing
- 17) Retail Sales and Services
- 18) Retail Specialty Shops
- 19) Rug Cleaning Establishments
- 20) Tailors
- 21) Travel Agencies
- 22) Welding and Soldering Shops
- 23) Interior Entertainment and Recreational Uses and Structures
- 24) Exempt excavations Article 3 (refer to section 817.00(o)) and/or those that comply with Article IV of the Land Development Code and/or final site plan review procedures of the Land Development Code.
- 25) Moving and Storage companies (office and storage only, no outside storage or overnight truck parking is permitted)
- 26) Professional or Trade Schools related to Permitted Uses
- 27) Public Uses
- 28) Public Utility Uses and Structures
- 29) Warehouses
- 30) Automobile, truck, truck-trailer, motorcycle, boat, mobile home, manufactured dwelling, recreational vehicle and bicycle manufacturers. (All outside storage/display shall be prohibited).
- 31) Machinery and machine shops. (All outside storage/display shall be prohibited).

2. Amendment. Section E of the Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

E. Land Uses Prohibited Within the BPUD. The following land uses shall be prohibited as permitted principal uses and structures along with their customary accessory uses and structures:

- 1) Automobile and truck sales, new and used
- 2) Bars and liquor stores
- 3) Boat, mobile home, and recreational vehicle sales and service establishments, other than those defined permissible in conjunction with an on-site manufacturer specified herein, Subsection (D)(30).
- 4) Outside storage of products for retail or wholesale trade or involved in manufacturing, processing, or distribution activities
- 5) Tattoo parlor or body piercing establishment

3. Amendment. Section F of the Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

F. Development Standards.

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|----|--------------------------------------|------------|
| 1. | Minimum lot area: | 6.92 acres |
| 2. | Minimum lot width: | 200 ft. |
| 3. | Minimum lot depth: | 800 ft. |
| 4. | Minimum yard size (building) | |
| | a. Front yard: | 35 ft. |
| | b. Rear yard: | 25 ft. |
| | c. Side yard: | 10 ft. |
| | d. Frontage: | 50 ft. |
| 5. | Maximum lot coverage: | 35 % |
| 6. | Maximum building height: | 35 ft. |
| 7. | Maximum Retail Land Use ¹ | 55% |
| 8. | Landscape buffer requirements | |
| | a. Front yard (Frontage): | 50 ft. |
| | b. Rear yard: | 10 ft. |
| | c. Side yard: | 10 ft. |
| 9. | Minimum building separation: | 25 ft. |

¹ The maximum Retail Use permitted in the BPUD is 55%, the remaining 45% shall consist of an office/warehouse/light industrial use with the maximum office ratio not to exceed 20%.

10. Off-street parking requirements shall be based on the following calculations:
Retail: 1 space/225 SF gross floor area
Office: 1 space/300 SF gross floor area
Warehouse: 1 space/1,500 SF gross floor area plus one space per each employee
Light Industrial: 1 space/500 SF of employee work area, plus open space for each 1,000 SF of floor area devoted exclusively to storage and/or housing of accessory mechanical equipment. (In accordance to the City of DeBary Land Development Code, Sec. 3-129. Off Street Parking and Loading.)
11. Signage requirements: All existing and future signage shall comply with City of DeBary Ordinance No. 11-00, as amended.

4. Amendment. Section J of the Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

J. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements: An access easement in favor of the property to the south has been recorded under separate instrument. The access easement permits the adjacent property owner legal access to the parcel through the existing single driveway located on U.S. Highway 17-92.

1. Access. The BPUD access shall be restricted to the existing single driveway located on U.S. Highway 17-92.

2. Transportation System Improvements. The existing driveway shall have additional signage as requested by Traffic Engineering.

3. Visual Impacts. The PUD shall delineate parking to be visually appealing. Service, delivery, or any similar form of vehicle shall not be clearly visible from the 17/92 Gateway Corridor.

5. Amendment. Section K of the Development Agreement is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

K. Internal Roadways. Internal drives shall be private. Additionally, shall future roadways be constructed to provide for better internal connectivity, it shall be maintained in entirety by the Riverside property owner and subject to regulation as specified within the City of DeBary Land Development Code for appropriate standards of construction and quality.

6. Full Force & Effect; Binding. The Development Agreement shall remain in full force and effect except as expressly modified by the 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.

7. Effective Date. The effective date of this Amendment shall be the date approved by the DeBary City Council.

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

CITY OF DeBARY CITY COUNCIL

ATTEST:

Clint Johnson, Mayor

Dan Parrott, City Clerk

Bolder Properties, LLC

Witnesses:

By:

Signature

Print

Print

Its:

Signature

Print