



CITY COUNCIL AND THE COMMUNITY
REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER
JOINT SPECIAL MEETING AGENDA

COUNCIL CHAMBERS – 6:30 PM – CITY HALL
AUGUST 21, 2024

A. OPENING

1. Roll Call

B. DISCUSSION/ACTION

2. Second Reading - Ordinance No. 2024-14 - First Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0005)
3. Approval of the Temporary License Agreement with Bristol Port Orange Waterfront, LLC

C. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, 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, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.



CITY COUNCIL AND PORT ORANGE TOWN CENTER CRA AGENDA ITEM

AGENCY MEETING DATE: 8/21/2024

SUBJECT: (B2) Second Reading - Ordinance No. 2024-14 - First Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0005)

DEPARTMENT: Community Development

RECOMMENDED MOTION: CRA Motion: Move to recommend approval of the proposed First Amendment to the Riveryard Master Development Agreement, as set forth in Ordinance No. 2024-14, and authorize the CRA Chair and Agency Clerk to execute all necessary documents.

City Council Motion: Move to approve Ordinance No. 2024-14 approving the First Amendment to the Riveryard Master Development Agreement, and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: Planning Commission Action (07/18/24): Recommended Approval (6-1, Commissioner Jordan dissenting)

The Bristol Development Group (Bristol) has proposed an amendment to the Riveryard Master Development Agreement (MDA) that provides the framework for interim uses to be developed on the city-owned property (subject property) located in the Riverwalk area to activate this area and waterfront until construction of their permanent development project begins. The proposed MDA Amendment only pertains to the city-owned property at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property.



If approved, the proposed amendment would allow for interim uses, such as food truck courts, coffee shops or juice bars, beer gardens, farmers' markets, rental of canoes, kayaks, paddleboards, etc., and live music to be developed on the subject property. Due to the potential of the subject property, the City and Bristol are exploring ways to make improvements to the subject property, inspired by the success of Boxi Park, A La Cart, Sparkman Wharf, and other similar venues, to create unique food, beverage, entertainment, and recreational experiences and opportunities along the Halifax River until the site and building plans are finalized and construction of Bristol's mixed-use development project begins.





Photos of Boxi Park, A La Cart, Sparkman Wharf, and Other Similar Venues

The proposed amendment identifies the type of interim uses that can be developed on the subject property, provides the option for flexibility from the standard site development requirements in the Land Development Code (LDC), and waives fees for city development review applications, site inspections, building permits, and building inspection fees associated with approved interim use. The proposed amendment also requires Bristol to submit a request for a license agreement that the Port Orange Town Center CRA and the City Council would have to approve before the interim uses can operate.

The license agreement will establish the interim uses to be developed on the subject property and provide the general layout of the area to be developed with interim uses. As part of the license agreement application, a conceptual plan is required to be prepared that shows the general location of existing and new structures associated with the interim uses proposed, such as food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. The request for the license agreement is anticipated to go before the Port Orange Town Center CRA and the City Council on Wednesday, August 21, or Tuesday, September 3.

The proposed amendment does **not** change the current framework or timeline for the development of Bristol's mixed-use project that will include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000

square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and an overflow temporary grass parking on the former Dave's Pest Control property.

ATTACHMENTS:

1.	Ordinance No. 2024-14 w exhibit	Ordinance No. 2024-14 w exhibit.pdf
2.	MDA Amendment Agreement	ORD Exhibit - MDA Amendment.pdf
3.	STAFF REPORT	STAFF REPORT .pdf
4.	Business Impact Estimate Form - PRZA-24-0005	Business Impact Estimate Form - PRZA-24-0005.pdf

Penelope Cruz
Tim Burman
Shannon Balmer

Created/Initiated - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/12/2024

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE RIVERYARD MASTER
DEVELOPMENT AGREEMENT; PROVIDING FOR THE
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Riveryard Master Development Agreement (hereinafter referred to as the “First Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the First Amendment.

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 First Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

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 become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2024

Passed and adopted on second and final reading on the _____ day of _____, 2024

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "1"

Document prepared by:

Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

FIRST AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the City is the owner of the property more particularly described in **Exhibit "A"**, attached hereto and made a part here by reference ("City Property"), said property being a portion of the property that is subject to the MDA; and

WHEREAS, the City and Developer previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida (the "MDA"); and

WHEREAS, the Developer is the contract purchaser of the City Property and, as such, requests the City to amend the MDA to allow permitted interim uses and provide development criteria for such uses within the City Property, the only property impacted by this First Amendment to Riveryard Master Development Agreement ("First Amendment"); and

WHEREAS, the City is willing to grant the Developer's request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Section 5. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals

Banks

Office (permitted on any floor)

Animal grooming or wellness, pet day care (no overnight stays)

Game/recreation facilities

Health/exercise clubs

Brewery

Amphitheater

Multifamily dwellings and Townhomes

Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

(b) Interim uses. Prior to the development of the principal uses and structure on the City Property, the following interim uses to activate the waterfront shall be permitted subject to approval of a license agreement by the City Council. Upon commencement of the development of the principal uses and structure on City Property, so long as safety measures are in place and in accordance with applicable laws, approved interim uses on other portions of City Property may continue on said property not impacted by the commencement of said development. Prior to City Council consideration, application for interim uses on the City Property shall be made in the same form and manner as a license agreement application process in accordance with the Code of Ordinances and the requirements as set forth hereinbelow:

- (1) Rental of nonmotorized water-based activities such as paddleboat, canoe, kayak, windsurfing, paddleboard, etc.
- (2) Rental of motorized water-based activities such as a boat or jet ski.
- (3) Farmers' market.
- (4) Recreational facilities.

- (5) Food Truck Court: A parcel or parcels of land where two or more mobile food vendors, licensed by the state of Florida, congregate to offer food and beverage for sale to the public, along with seating, yard games, and programmed entertainment.
- (6) Retail of craft beverages/products such as coffee, ice cream, baked goods, confectioneries, liquor, wine, and alcohol.
- (7) Retail sales related to seasonal activities, such as holiday sales (Example - Christmas tree or pumpkin sales); and
- (8) Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

(c) Development standards for Interim uses.

- (1) The administrative official may waive or modify development requirements in the Land Development Code (LDC) other than those improvements related to accessibility, building code, and fire code based on the extent and timeframe of the proposed interim use, the proposed layout of the interim use, and the condition of the existing site. Requests to waive or modify LDC requirements shall be submitted in writing on forms provided by the City and shall be identified as part of the request for a License Agreement.
- (2) No interim uses shall degrade, destroy, or otherwise negatively impact the property such that the cost of redevelopment is increased, or significant natural features are compromised.
- (3) Signage for interim uses shall comply with the requirements of the Land Development Code and shall be allowed for the duration of the License Agreement.
- (4) Electrical service must be provided on-site for interim uses.
- (5) All city development review applications, site inspections, building permits, and building inspection fees for all development-related applications for interim use shall be waived.
- (6) Interim uses shall comply with all regulations in the Code of Ordinances, and the Land Development Code unless waived or modified through the approval of a license agreement or the Master Development Agreement or amendment thereto.
- (7) As part of the license agreement application, a conceptual plan shall be provided showing the location of existing and new buildings, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. If an additional interim use is to be added to an approved license agreement, an amendment to said agreement will be required in accordance with the process as set forth herein.

- (8) As part of the license agreement application process, the requisite insurance coverage, as determined by the City, shall be required to be provided to the City, with the City named as additional insured. The licensee shall indemnify and hold harmless the City from any claims related to the requested interim use activity.
- (9) Before making improvements for an interim use, either a building permit or development permit application shall be reviewed and approved.

(d) Temporary staging and parking shall be permitted as an interim use until the redevelopment of the portion of the property used for such use. This interim use shall be limited to the owner of the property and shall not require a license agreement.

(e) Any interim use contemplated in section (b), hereinabove, that has been established by a license agreement approved by City Council prior to the expiration or termination of the MDA, may continue as a nonconforming use, subject to the term and expiration of the applicable license agreement.

- 3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
- 4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE, FLORIDA,
a Florida municipal corporation**

Witness 1

Print Name of Witness 1

By: _____

Donald O. Burnette, Mayor

Attest:

Witness 2

Print Name of Witness 2

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Name:

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____ of _____ . He or she is personally known to me or produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC
("Developer")**

Witness 1

Print Name of Witness 1

By: _____
Name:

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is personally known to me or produced as identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

DESCRIPTION:

LOTS 1 THRU 9, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

LESS AND EXCEPT

THE WEST 190 FEET OF LOT 6, BLOCK B, WILSON'S PORT ORANGE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN DEED BOOK 218, PAGE 158, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE

154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S25°16'00"E A DISTANCE OF 33.60 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 123 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIDGEWOOD AVENUE, THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE SOUTHERLY 5 FEET THEREOF AND GRANTING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET OF THE LOT, TRACT AND PARCEL OF LANE IMMEDIATELY NEXT ADJOINING THE SAID EASEMENT HEREIN RESERVED.

LESS AND EXCEPT

A PORTION OF LOT 4, BLOCK "B" WILSON'S PORT ORANGE, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 413.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°0'00"E AND PARALLEL WITH THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S70°34'27"E A DISTANCE OF 24.81 FEET TO A POINT; THENCE N65°00'00"E AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 93.63 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 23.90 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE; THENCE S65°00'00"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 234.14 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID RIDGEWOOD AVENUE; THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 41.40 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET THEREOF.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE

EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO A POINT IN THE NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 123 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N65°00'00"E ALONG SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 111.87 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 51.10 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 93.63 FEET TO A POINT; THENCE N70°34'27"W A DISTANCE OF 24.81 FEET TO A POINT; THENCE N25°16'00"W AND PARALLEL WITH SAID RIDGEWOOD AVENUE RIGHT-OF-WAY A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 286072 SQUARE FEET OR 6.567 ACRES MORE OR LESS WEST OF HALIFAX DRIVE AND 44980 SQUARE FEET OR 1.033 ACRES EAST OF HALIFAX DRIVE.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 37186 SQUARE FEET OR 0.854 ACRES MORE OR LESS.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 5527 SQUARE FEET OR 0.127 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 24051 SQUARE FEET OR 0.552 ACRES MORE OR LESS.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 36666 SQUARE FEET OR 0.842 ACRES MORE OR LESS.

TOGETHER WITH

LOTS 1 & 2 & N 21.25 FT OF E 136.8 FT OF LOT 3 BLK F EXC R/W WILSONS PORT ORANGE.

Document prepared by:
Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:
City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

FIRST AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

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WHEREAS, the City is willing to grant the Developer’s request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Section 5. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals
Banks
Office (permitted on any floor)
Animal grooming or wellness, pet day care (no overnight stays)
Game/recreation facilities
Health/exercise clubs
Brewery
Amphitheater
Multifamily dwellings and Townhomes
Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

(b) Interim uses. Prior to the development of the principal uses and structure on the City Property, the following interim uses to activate the waterfront shall be permitted subject to approval of a license agreement by the City Council. Upon commencement of the development of the principal uses and structure on City Property, so long as safety measures are in place and in accordance with applicable laws, approved interim uses on other portions of City Property may continue on said property not impacted by the commencement of said development. Prior to City Council consideration, application for interim uses on the City Property shall be made in the same form and manner as a license agreement application process in accordance with the Code of Ordinances and the requirements as set forth hereinbelow:

- (1) Rental of nonmotorized water-based activities such as paddleboat, canoe, kayak, windsurfing, paddleboard, etc.
- (2) Rental of motorized water-based activities such as a boat or jet ski.
- (3) Farmers' market.
- (4) Recreational facilities.

- (5) Food Truck Court: A parcel or parcels of land where two or more mobile food vendors, licensed by the state of Florida, congregate to offer food and beverage for sale to the public, along with seating, yard games, and programmed entertainment.
- (6) Retail of craft beverages/products such as coffee, ice cream, baked goods, confectioneries, liquor, wine, and alcohol.
- (7) Retail sales related to seasonal activities, such as holiday sales (Example - Christmas tree or pumpkin sales); and
- (8) Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

(c) Development standards for Interim uses.

- (1) The administrative official may waive or modify development requirements in the Land Development Code (LDC) other than those improvements related to accessibility, building code, and fire code based on the extent and timeframe of the proposed interim use, the proposed layout of the interim use, and the condition of the existing site. Requests to waive or modify LDC requirements shall be submitted in writing on forms provided by the City and shall be identified as part of the request for a License Agreement.
- (2) No interim uses shall degrade, destroy, or otherwise negatively impact the property such that the cost of redevelopment is increased, or significant natural features are compromised.
- (3) Signage for interim uses shall comply with the requirements of the Land Development Code and shall be allowed for the duration of the License Agreement.
- (4) Electrical service must be provided on-site for interim uses.
- (5) All city development review applications, site inspections, building permits, and building inspection fees for all development-related applications for interim use shall be waived.
- (6) Interim uses shall comply with all regulations in the Code of Ordinances, and the Land Development Code unless waived or modified through the approval of a license agreement or the Master Development Agreement or amendment thereto.
- (7) As part of the license agreement application, a conceptual plan shall be provided showing the location of existing and new buildings, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. If an additional interim use is to be added to an approved license agreement, an amendment to said agreement will be required in accordance with the process as set forth herein.

- (8) As part of the license agreement application process, the requisite insurance coverage, as determined by the City, shall be required to be provided to the City, with the City named as additional insured. The licensee shall indemnify and hold harmless the City from any claims related to the requested interim use activity.
- (9) Before making improvements for an interim use, either a building permit or development permit application shall be reviewed and approved.

(d) Temporary staging and parking shall be permitted as an interim use until the redevelopment of the portion of the property used for such use. This interim use shall be limited to the owner of the property and shall not require a license agreement.

(e) Any interim use contemplated in section (b), hereinabove, that has been established by a license agreement approved by City Council prior to the expiration or termination of the MDA, may continue as a nonconforming use, subject to the term and expiration of the applicable license agreement.

- 3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
- 4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE, FLORIDA,
a Florida municipal corporation**

Witness 1

Print Name of Witness 1

By: _____

Donald O. Burnette, Mayor

Attest:

Witness 2

Print Name of Witness 2

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Name:

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____ of _____ . He or she is personally known to me or produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC
("Developer")**

Witness 1

Print Name of Witness 1

By: _____
Name:

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is personally known to me or produced as identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

DESCRIPTION:

LOTS 1 THRU 9, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

LESS AND EXCEPT

THE WEST 190 FEET OF LOT 6, BLOCK B, WILSON'S PORT ORANGE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN DEED BOOK 218, PAGE 158, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE

154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S25°16'00"E A DISTANCE OF 33.60 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 123 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIDGEWOOD AVENUE, THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE SOUTHERLY 5 FEET THEREOF AND GRANTING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET OF THE LOT, TRACT AND PARCEL OF LANE IMMEDIATELY NEXT ADJOINING THE SAID EASEMENT HEREIN RESERVED.

LESS AND EXCEPT

A PORTION OF LOT 4, BLOCK "B" WILSON'S PORT ORANGE, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 413.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°0'00"E AND PARALLEL WITH THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S70°34'27"E A DISTANCE OF 24.81 FEET TO A POINT; THENCE N65°00'00"E AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 93.63 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 23.90 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE; THENCE S65°00'00"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 234.14 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID RIDGEWOOD AVENUE; THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 41.40 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET THEREOF.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE

EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO A POINT IN THE NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 123 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N65°00'00"E ALONG SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 111.87 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 51.10 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 93.63 FEET TO A POINT; THENCE N70°34'27"W A DISTANCE OF 24.81 FEET TO A POINT; THENCE N25°16'00"W AND PARALLEL WITH SAID RIDGEWOOD AVENUE RIGHT-OF-WAY A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 286072 SQUARE FEET OR 6.567 ACRES MORE OR LESS WEST OF HALIFAX DRIVE AND 44980 SQUARE FEET OR 1.033 ACRES EAST OF HALIFAX DRIVE.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 37186 SQUARE FEET OR 0.854 ACRES MORE OR LESS.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 5527 SQUARE FEET OR 0.127 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 24051 SQUARE FEET OR 0.552 ACRES MORE OR LESS.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 36666 SQUARE FEET OR 0.842 ACRES MORE OR LESS.

TOGETHER WITH

LOTS 1 & 2 & N 21.25 FT OF E 136.8 FT OF LOT 3 BLK F EXC R/W WILSONS PORT ORANGE.



STAFF REPORT

1st Amendment to the Riveryard Master Development Agreement
Case No. PRZA-24-0005

REQUEST:	To approve the 1st Amendment to the Riveryard Master Development Agreement (MDA) to provide the framework to establish interim uses on the city-owned property in Riverwalk to activate the waterfront until construction of the permanent development project begins.
LOCATION:	Northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property (Exhibit 1)
APPLICANT:	Bristol Port Orange Partners, LLC
PROPERTY OWNERS:	City of Port Orange and Port Orange Town Center Community Redevelopment Agency
STAFF CONTACT:	Tim Burman, Community Development Director
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-1 (July 18, 2024)
CITY COUNCIL:	August 6, 2024

INTRODUCTION

In December 2023, the City Council and the Port Orange Town Center Community Redevelopment Agency (POCT CRA) approved the Second Amendment to the Contract for Sale and Purchase between the City, POTC CRA, and Bristol Development Group (Bristol) for the city-owned property in Riverwalk area. The proposed amendment to the Riveryard Master Development Agreement (MDA) provides the framework for interim uses to be developed on the city-owned property (subject property) located in the Riverwalk area to activate the subject property and waterfront until construction of Bristol's permanent development project begins. The areas included in the MDA Amendment include the city-owned property at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property (Exhibit 1 – Location Map).

Due to the potential of the subject property, the City and Bristol are exploring ways to make improvements to the subject property, inspired by the success of Boxi Park, A La Cart, Sparkman Wharf, and other similar venues, to create unique food, beverage, entertainment, and recreational experiences and opportunities along the Halifax River until the site and building plans are finalized and construction of Bristol's mixed-use development project begins. If approved, the proposed amendment would allow for interim uses, such as a food truck courts, coffee shop or juice bar, beer garden, farmers'

market, rental of canoes, kayaks, paddleboards, etc., and live music to be developed on the subject property.

Figure 1 – Photos of Boxi Park, A La Cart, Sparkman Wharf, and Other Similar Venues



The proposed amendment does **not** change the current framework or timeline for the development of Bristol’s mixed-use project that will include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and an overflow temporary grass parking on the former Dave’s Pest Control property.

The proposed amendment (Exhibit 2) identifies the type of interim uses that can be developed on the subject property, provides the option for flexibility from the standard site development requirements in the Land Development Code (LDC), and waives fees for city development review applications, site inspections, building permits, and building inspection fees associated with an approved interim use.

The proposed amendment provides flexibility for standard development requirements in the LDC to be waived or modified, except those related to accessibility, building code, and fire code, to reduce the time to develop the infrastructure to support the interim uses, allow the interim uses to get started without a substantial amount of upfront costs; and minimize improvements that will need to be removed when the permanent site is constructed. The current standard development requirements in the LDC were designed to ensure that individual permanent commercial or multi-family projects located on large lots along major roadways are built to the standards of Port Orange and include large right-of-way buffers, surface parking lots, foundation and parking lot landscaping, building separation/setbacks, limited height, etc... Due to the limited timeframe, the interim uses are anticipated to occupy the subject property until future construction of the permanent mixed-use project; requirements such as landscaping buffers, foundation and parking lot plantings, paving of parking spaces and drive aisle, sidewalks, tree replacement, etc... may be requirements that could be waived or modified.

The proposed amendment identifies the following interim uses that can be developed on the subject property:

1. Rental of nonmotorized water-based activities such as canoe, kayak, windsurfing, paddleboard, etc.
2. Rental of motorized water-based activities such as a boat or jet ski.
3. Farmers' market.
4. Recreational facilities.
5. Food truck court.
6. Retail of craft beverages/products such as coffee, ice cream, baked goods, liquor, wine, and alcohol.
7. Retail sales related to seasonal activities, such as holiday sales (For example - Christmas tree or pumpkin sales); and
8. Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

As required in the proposed amendment, the City Council and the Port Orange Town Center CRA must approve a license agreement to establish the interim uses allowed on the subject property and the general layout of the area to be occupied by the interim uses.

According to the proposed amendment, a request for a license agreement must be submitted. As part of the request for a license agreement, a conceptual plan is required that shows the general location of existing and new structures associated with the interim uses proposed, such as, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas,

trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use.

As required in the proposed amendment, a request for a license agreement is required to provide a conceptual plan that shows the general location of existing and new structures, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use.

CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated Planned Community-Riverwalk on the City's Future Land Use (FLU) Map. The Planned Community-Riverwalk land use standards and the policies within the Port Orange Town Center (POTC) CRA Plan are to guide the development of a walkable development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses.

The proposed amendment is generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and CRA Plan and supports the redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools).

PUBLIC NOTICE

A Public Notice sign was posted on the site on July 2, 2024. As of July 12, 2024, staff have not received any phone calls regarding the proposed MDA Amendment.

RECOMMENDATION

Staff recommends approval of the 1st Amendment to the Riveryard Master Development Agreement (MDA) subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT.

Exhibit 1: Location Map

Exhibit 2: 1st Amendment to the Riveryard Master Development Agreement

Exhibit 1 – Location Map



EXHIBIT 2

Document prepared by:

Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

FIRST AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the City is the owner of the property more particularly described in **Exhibit "A"**, attached hereto and made a part here by reference ("City Property"), said property being a portion of the property that is subject to the MDA; and

WHEREAS, the City and Developer previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida (the "MDA"); and

WHEREAS, the Developer is the contract purchaser of the City Property and, as such, requests the City to amend the MDA to allow permitted interim uses and provide development criteria for such uses within the City Property, the only property impacted by this First Amendment to Riveryard Master Development Agreement ("First Amendment"); and

WHEREAS, the City is willing to grant the Developer's request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Section 5. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals

Banks

Office (permitted on any floor)

Animal grooming or wellness, pet day care (no overnight stays)

Game/recreation facilities

Health/exercise clubs

Brewery

Amphitheater

Multifamily dwellings and Townhomes

Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

(b) Interim uses. Prior to the development of the principal uses and structure on the City Property, the following interim uses to activate the waterfront shall be permitted subject to approval of a license agreement by the City Council. Upon commencement of the development of the principal uses and structure on City Property, so long as safety measures are in place and in accordance with applicable laws, approved interim uses on other portions of City Property may continue on said property not impacted by the commencement of said development. Prior to City Council consideration, application for interim uses on the City Property shall be made in the same form and manner as a license agreement application process in accordance with the Code of Ordinances and the requirements as set forth hereinbelow:

- (1) Rental of nonmotorized water-based activities such as paddleboat, canoe, kayak, windsurfing, paddleboard, etc.
- (2) Rental of motorized water-based activities such as a boat or jet ski.
- (3) Farmers' market.
- (4) Recreational facilities.

- (5) Food Truck Court: A parcel or parcels of land where two or more mobile food vendors, licensed by the state of Florida, congregate to offer food and beverage for sale to the public, along with seating, yard games, and programmed entertainment.
- (6) Retail of craft beverages/products such as coffee, ice cream, baked goods, confectioneries, liquor, wine, and alcohol.
- (7) Retail sales related to seasonal activities, such as holiday sales (Example - Christmas tree or pumpkin sales); and
- (8) Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

(c) Development standards for Interim uses.

- (1) The administrative official may waive or modify development requirements in the Land Development Code (LDC) other than those improvements related to accessibility, building code, and fire code based on the extent and timeframe of the proposed interim use, the proposed layout of the interim use, and the condition of the existing site. Requests to waive or modify LDC requirements shall be submitted in writing on forms provided by the City and shall be identified as part of the request for a License Agreement.
- (2) No interim uses shall degrade, destroy, or otherwise negatively impact the property such that the cost of redevelopment is increased, or significant natural features are compromised.
- (3) Signage for interim uses shall comply with the requirements of the Land Development Code and shall be allowed for the duration of the License Agreement.
- (4) Electrical service must be provided on-site for interim uses.
- (5) All city development review applications, site inspections, building permits, and building inspection fees for all development-related applications for interim use shall be waived.
- (6) Interim uses shall comply with all regulations in the Code of Ordinances, and the Land Development Code unless waived or modified through the approval of a license agreement or the Master Development Agreement or amendment thereto.
- (7) As part of the license agreement application, a conceptual plan shall be provided showing the location of existing and new buildings, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. If an additional interim use is to be added to an approved license agreement, an amendment to said agreement will be required in accordance with the process as set forth herein.

- (8) As part of the license agreement application process, the requisite insurance coverage, as determined by the City, shall be required to be provided to the City, with the City named as additional insured. The licensee shall indemnify and hold harmless the City from any claims related to the requested interim use activity.
- (9) Before making improvements for an interim use, either a building permit or development permit application shall be reviewed and approved.

(d) Temporary staging and parking shall be permitted as an interim use until the redevelopment of the portion of the property used for such use. This interim use shall be limited to the owner of the property and shall not require a license agreement.

(e) Any interim use contemplated in section (b), hereinabove, that has been established by a license agreement approved by City Council prior to the expiration or termination of the MDA, may continue as a nonconforming use, subject to the term and expiration of the applicable license agreement.

- 3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
- 4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE, FLORIDA,
a Florida municipal corporation**

Witness 1

Print Name of Witness 1

By: _____

Donald O. Burnette, Mayor

Attest:

Witness 2

Print Name of Witness 2

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____ of _____ . He or she is personally known to me or produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC
("Developer")**

Witness 1

Print Name of Witness 1

By: _____
Name:

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is personally known to me or produced as identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

DESCRIPTION:

LOTS 1 THRU 9, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

LESS AND EXCEPT

THE WEST 190 FEET OF LOT 6, BLOCK B, WILSON'S PORT ORANGE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN DEED BOOK 218, PAGE 158, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE

154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S25°16'00"E A DISTANCE OF 33.60 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 123 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIDGEWOOD AVENUE, THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE SOUTHERLY 5 FEET THEREOF AND GRANTING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET OF THE LOT, TRACT AND PARCEL OF LANE IMMEDIATELY NEXT ADJOINING THE SAID EASEMENT HEREIN RESERVED.

LESS AND EXCEPT

A PORTION OF LOT 4, BLOCK "B" WILSON'S PORT ORANGE, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 413.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°0'00"E AND PARALLEL WITH THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S70°34'27"E A DISTANCE OF 24.81 FEET TO A POINT; THENCE N65°00'00"E AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 93.63 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 23.90 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE; THENCE S65°00'00"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 234.14 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID RIDGEWOOD AVENUE; THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 41.40 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET THEREOF.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE

EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO A POINT IN THE NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 123 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N65°00'00"E ALONG SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 111.87 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 51.10 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 93.63 FEET TO A POINT; THENCE N70°34'27"W A DISTANCE OF 24.81 FEET TO A POINT; THENCE N25°16'00"W AND PARALLEL WITH SAID RIDGEWOOD AVENUE RIGHT-OF-WAY A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 286072 SQUARE FEET OR 6.567 ACRES MORE OR LESS WEST OF HALIFAX DRIVE AND 44980 SQUARE FEET OR 1.033 ACRES EAST OF HALIFAX DRIVE.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 37186 SQUARE FEET OR 0.854 ACRES MORE OR LESS.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 5527 SQUARE FEET OR 0.127 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 24051 SQUARE FEET OR 0.552 ACRES MORE OR LESS.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 36666 SQUARE FEET OR 0.842 ACRES MORE OR LESS.

TOGETHER WITH

LOTS 1 & 2 & N 21.25 FT OF E 136.8 FT OF LOT 3 BLK F EXC R/W WILSONS PORT ORANGE.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful² (if any):

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AND PORT ORANGE TOWN CENTER CRA AGENDA ITEM

AGENCY MEETING DATE: 8/21/2024

SUBJECT: (B3) Approval of the Temporary License Agreement with Bristol Port Orange Waterfront, LLC

DEPARTMENT: Community Development

RECOMMENDED MOTION: CRA Motion: Move to recommend and approve the Temporary License Agreement with Bristol Port Orange Waterfront, LLC and authorize the CRA Chair and Agency Clerk to execute all necessary documents.

City Council Motion: Move to approve the Temporary License Agreement with Bristol Port Orange Waterfront, LLC and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Staff received an application for a License Agreement from Bristol Port Orange Waterfront, LLC ("Bristol") to develop interim uses, such as food truck courts, coffee shop, beer garden, farmers' markets, rental of canoes, kayaks, paddleboards, recreation amenities, parking, signage, etc., and live music to be developed on city and Port Orange Town Center Community Redevelopment Agency (CRA) owned property (subject property) located in the Riverwalk area to activate this area and waterfront until construction of their permanent development project begins. Bristol Port Orange Waterfront, LLC is an affiliate entity created by Bristol Development Group, LLC to develop and manage the permitted interim uses, as allowed by the Riveryard Master Development Agreement, as amended by the First Amendment to the Riveryard Master Development Agreement.

Due to the potential of the subject property, the City and Bristol are exploring ways to make improvements to the subject property, inspired by the success of Boxi Park, A La Cart, Sparkman Wharf, and other similar venues, to create unique food, beverage, entertainment, and recreational experiences and opportunities along the Halifax River until the site and building plans are finalized and construction of Bristol's mixed-use development project begins. According to Bristol, although the License Agreement allows for operations seven days a week, the Food Truck court and entertainment uses will initially operate on Friday, Saturday, and Sunday, and additional days may be added once it is in operation and the coffee shop, to be located in the existing on-site building, will be open 6 to 7 days a week.

The License Agreement will establish 1) the interim uses to be developed on the subject property, 2) the layout of where the interim uses will generally be developed, 3) allow the sale and consumption of alcohol on the parcels located at the intersection of Herbert

Street and Halifax Drive; and 4) hours of operation for the interim uses between 6:00 a.m. until 12:00 a.m. (midnight), and the interim uses shall comply with the noise and light regulations in the Code of Ordinances.



As part of the License Agreement application, a conceptual plan has been prepared that shows the general location of existing and new structures associated with the interim uses proposed, such as food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, beach volleyball, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, other movable and permanent physical elements, and public roadway closures of Halifax Road between Herbert Street and south terminus of the Riverwalk Trail.

WATERFRONT PARK CONCEPT PLAN

- 1 SHELL FILL PARKING/DRIVE AISLE
- 2 WHEEL STOPS (PALMS)
- 3 SAND FILL VOLLEYBALL COURT
- 4 VOLLEYBALL SHADE STRUCTURE
- 5 EXTERNAL REFRIGERATION
- 6 FOOD TRUCKS (6)
- 7 EXISTING BUILDING - BAR / COFFEE SHOP / RESTROOMS
- 8 PORCH WITH RAMP
- 9 NEW ASPHALT (ADA PARKING)
- 10 PAINTED ASPHALT ZONE
- 11 OUTFITTER CONCESSION
- 12 LAWN PANEL
- 13 SHELL FILL FOOD TRUCK ZONE
- 14 COVERED STAGE WITH RAMP
- 15 REMOVABLE BOLLARDS
- 16 NEW CURB (PALMS)
- 17 SAND FILL BEACH ZONE



PORT ORANGE RIVERWALK

2024-07-15



An indemnity statement in the License Agreement addresses city liability concerns. Before any interim use occupies the site, the applicant must provide proof of a Liability Insurance Policy as identified in the license agreement.

The License Agreement to allow the interim uses on the subject property will be for two years (August 2026), with an optional one-year extension (August 2027), unless the property is purchased. When the property is purchased, the License Agreement between the City, CRA, and Bristol will terminate, but the interim uses on the subject property can remain in operation until the construction of the permanent development project begins.

The License Agreement application has been reviewed for completeness and accuracy. City staff have reviewed the application, and the area has been inspected with respect to City Codes and possible effects on adjacent properties. If approved, appropriate development permits (Building Permit, Minor Engineering Permit, and/or site Plan) will be required to construct the infrastructure to support the interim uses.

ATTACHMENTS:

1.	Temporary License Agreement w exhibits	Temporary License Agreement w exhibits.pdf
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Tim Burman
Tim Burman

Created/Initiated - 8/2/2024
Approved - 8/2/2024

Shannon Balmer
Wayne Clark
Tracee Cody

Approved - 8/15/2024
Approved - 8/15/2024
Final Approval - 8/15/2024

Document Prepared By:
Shannon K. Balmer, Sr. Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

Parcel No.: 6303-16-00-0030, 6303-11-02-0070,
6303-11-02-0071, 6303-11-02-0072, 6303-11-03-0040,
6303-11-06-0021, 6303-11-02-0061, 6303-11-02-0050,
6303-11-02-0031, 6303-11-02-0032, 6303-11-02-0020,
6303-11-02-0010, 6303-11-02-0011, 6303-11-02-0013,
6303-11-02-0012, 6303-11-02-0090, 6303-11-02-0014,
6303-11-02-0022, 6303-11-02-0030, 6303-10-02-0050, and
6303-16-00-0014

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the **City of Port Orange, Florida**, a chartered municipal corporation ("City" or "Licensor"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"), and **BRISTOL PORT ORANGE WATERFRONT, LLC**, a Florida limited liability company, whose mailing address is 381 Mallory Station Rd., Suite 204, Franklin, TN 37067, ("Licensee").

PREMISES

WHEREAS, the Licensor is the owner of real property generally located north of Dunlawton along the east and west sides of Halifax Drive to the northern boundary of the property at located 373 Halifax Drive, real property generally located at 115 Herbert Street, 3840 Ridgewood Avenue, and 3641 Ridgewood Avenue, all of which are located in Port Orange, Florida, and being more particularly described in **Exhibit "A"**, hereinafter referred to as the "Subject Property"; and

WHEREAS, the Licensor and Bristol Port Orange Partners, LLC, a Florida limited liability company ("Bristol") previously entered into that certain Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida (the "MDA") regarding future development of the Subject Property; and

WHEREAS, Licensor and Bristol have entered in the First Amendment to the Riveryard Master Development Agreement, adopted _____, and recorded in Official Records Book _____, Page _____, Public Records of Volusia County, Florida (the "First Amendment") to establish permitted interim uses on the Subject Property; and

WHEREAS, the Bristol is the contract purchaser of the Subject Property; and

WHEREAS, Bristol has created the entity of the Licensee for the purpose of development and management of the permitted interim uses established by the First Amendment, Licensee being an entity comprised of the same principals as Bristol; and

WHEREAS, Licensee requests the City allow permitted interim uses on a temporary basis within the Subject Property; and

WHEREAS, the City is desirous of activating the development of the riverfront property for the benefit of its citizens by allowing permitted interim uses on a temporary basis as authorized by the terms and conditions contained herein; and

WHEREAS, the City recognizes the demand for alcoholic beverages associated with the permitted interim uses as established in the First Amendment; and

WHEREAS, the City is entering into this Temporary License Agreement with the Licensee for a temporary term as set forth herein, to allow for permitted interim uses and the sale and consumption of alcoholic beverages, subject to the terms and conditions set forth herein; and

WHEREAS, the Licensee hereby warrants to the City 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; and

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

1. Use. The City hereby grants to the Licensee a temporary license to access the Subject Property, subject to the terms and conditions contained herein, in accordance with the MDA, as amended, provided further that Licensee has obtained and continues to maintain in good standing all applicable federal, state and City approvals, permits, and/or licenses for the activities permitted by this Temporary License Agreement (“License”) for the following permitted interim uses:
 - a) Rental of nonmotorized water-based activities such as paddleboat, canoe, kayak, windsurfing, paddleboard, etc.
 - b) Rental of motorized water-based activities such as a boat or jet ski.
 - c) Farmers' market.
 - d) Recreational facilities.
 - e) Food Truck Court: A parcel or parcels of land where two or more mobile food vendors, licensed by the state of Florida, congregate to offer food and beverage for sale to the public, along with seating, yard games, and programmed entertainment, as the principal use of the site.
 - f) Retail of craft beverages/products such as coffee, ice cream, baked goods, confectioneries, liquor, wine, and alcohol.
 - g) Retail sales related to seasonal activities, such as holiday sales (Example - Christmas tree or pumpkin sales); and
 - h) Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

2. Term. This License shall commence upon the execution of this Agreement and shall continue for a period of two (2) years, with optional one (1) year extensions thereafter,

Notwithstanding the foregoing, (i) the License will automatically terminate upon the purchase of the property, and (ii) either party may terminate this License at any time by giving sixty (60) days' written notice to the other party. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the License Areas and remove any personal property located thereon. Any personal property remaining thirty (30) days from termination date shall become the property of the City.

3. License Area. The Subject Property to be used as generally described and graphically depicted on **Exhibit "B"**, subject to the terms and conditions contained herein, for the purpose of operating permitted interim uses in accordance with the MDA, as amended ("License Area").

4. License Fee. Licensee shall pay to Licensor a license fee at the monthly rate of **TEN AND 00/100 DOLLARS (\$10.00)**. The first payment shall be made prior to the Licensee's use of the License Area and shall thereafter be paid on the 1st day of the month until expiration or earlier termination of this License. Payments shall be made to the Finance Department of the City of Port Orange.

5. Taxes.

(a) In the event that taxes are legally imposed, Licensee is solely responsible for all taxes, if any, imposed under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, accruing during the term of the Temporary License Agreement or any renewal thereof. In the event that taxes are legally imposed, Licensee is solely responsible for Licensee's pro rata share of impact fees, and assessments levied, if any, against the Subject Property accruing during the term of the Temporary License Agreement or any renewal thereof. Licensee shall pay all such legally imposed taxes imposed under Section 212.031, Florida Statutes, directly to the respective taxing authority.

(b) All ad valorem and non-ad valorem taxes that are legally imposed shall be advanced and paid by Licensor on behalf of Licensee directly to the Volusia County Tax Collector's Office and reimbursed by Licensee to Licensor within thirty (30) days of delivery of an invoice therefor to Licensee.

(c) Licensee acknowledges that any taxes legally imposed on the License under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, if any, are imposed on Licensee, and not on Licensor. Licensee acknowledges that any ad valorem taxes legally imposed on the Subject Premises under Section 196.199, Florida Statutes (taxation of government leaseholds), any non-ad valorem taxes, impact fees and assessments, if any, are imposed on Licensee, and that Licensor, as a governmental entity, is immune or exempt from such imposition.

6. Items Installed by Licensee.

(a) All building repairs, alterations, additions, improvements, installations, and other fixtures shall be approved by the City Manager or their designee, said

approval shall be discretionary in nature and in addition to any requisite regulatory approvals. Said approvals shall not be unreasonably withheld.

(b) All building repairs, alterations, additions, improvements, installations, and other fixtures by whomever installed or erected (except for such business trade fixtures and equipment belonging to Licensee so long as Licensee can remove without damage to the License Area and structures contained thereon) shall belong to the City and remain on and be surrendered at the expiration or termination of this Temporary License Agreement.

7. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the License Areas, whether or not of record, terms and conditions contained herein, and in accordance with the MDA, as amended, provided further that Licensee has obtained and continues to maintain in good standing all applicable federal, state and City approvals, permits, and/or licenses for the activities permitted by this Agreement, and in concert with the all applicable federal, state and local laws. In addition, the City hereby reserves access over a portion of Halifax Drive adjacent to the property located at 373 Halifax Drive as a continuation of the park trail, excluding vehicular access, other than for government related services.

8. City Use.

(a) The City reserves the right to use the License Areas and/or Subject Property for municipal purposes upon ten (10) days prior notice to the Licensee.

(b) In the event that emergency work by the City becomes necessary, the City may remove or cause to be removed the Licensee's personal property without notice and without any liability to the City. The Licensee shall be responsible for any and all expenses for the storage of Licensee's personal property. The City shall return the Subject Property to its condition directly preceding the emergency work following completion, at their sole expense.

9. Signage. Licensor shall not install or construct permanent signage at the Subject Property; however, temporary signage may be displayed during the Licensee's regular operating hours, so long as it is displayed in accordance with the City of Port Orange Land Development Code and Riveryard Master Development Agreement, as amended. Signage design, layout and location, or any modification thereto, shall be approved by the City Manager or their designee, said approval shall be discretionary in nature and in addition to any requisite regulatory approvals. Approval must be obtained prior to display. Such approval shall not be valid unless in writing.

10. Operating Hours. The Licensee may operate daily from 6:00 a.m. until 12:00 a.m., subject to limitations set forth in the Code of Ordinances, City of Port Orange, Florida, including the noise and light regulations set forth in Chapter 42, Article IV, Code of Ordinances, City of Port Orange, Florida.

11. Special Events. For special events, Licensee must submit an application to the City in accordance with the requirements in Chapter 58, Article III, Code of Ordinances, City of

Port Orange, Florida.

12. Licensee Obligations.

(a) Licensee will operate permitted interim uses as established in the approved First Amendment which may include but is not limited to providing live entertainment, sale and service of food and beverages, and sale and service of on-premises alcohol. Parking may be provided through grass, pervious, or paved parking areas within the License Area. All operating costs, including the cost of utilities used exclusively by the Licensee, its employees or its patrons, shall be the responsibility of the Licensee.

(b) Licensee's sale and service of on-premises consumption of alcohol shall be subject to strict compliance with federal, state and local laws governing alcoholic beverages.

(c) Licensee shall be responsible for securing and safeguarding its equipment and other personal property. Licensor shall not be responsible for vandalism or theft of property while located in or on the Subject Property.

(d) Licensee shall maintain the License Areas to keep a neat and clean appearance. This maintenance shall include, but is not limited to daily refuse removal, sweeping, mopping, and cleaning the License Areas and areas immediately surrounding the License Areas daily, and screening of any refuse collection from public view prior to disposal. All equipment and staffing necessary to meet the public demand shall be provided by the Licensee at its own expense.

(e) Licensee shall be responsible for ensuring all legally required permits for any and all activity contemplated under this Agreement have been obtained prior to initiating any of the permitted interim uses

13. Assignability of Contract. Except as otherwise provided for herein, neither this Agreement, nor any part hereof, may be assigned by the Licensee to any other party without the express written approval of the City Council. However, no consent is required for an assignment that occurs 1) to an entity in which the Licensee or the Licensee's principals hold a majority ownership interest; or 2) for an assignment by Licensee to an entity formed for the development and management of the permitted interim uses, as contemplated herein, and which said entity is controlled or managed by the Licensee or its controlling parties. Regarding an assignment made pursuant to this section, Licensee shall notify the Licensor of such and shall provide any updated insurance coverage with the newly assigned entity listed and the city as additional insured. Any assignment or delegation in violation of this section shall be void.

14. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations, including strict adherence to the regulations set forth in Chapters 327 and 328 of the Florida Statutes, as may be amended.

15. No Interference. Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities on the License Areas to minimize damage to the License Areas and inconvenience to Licensor, its agents, employees and invitees.

16. Repair and Restoration. If Licensee, its employees or agents cause any damage to the License Areas, or to any improvements located at or on the Subject Property in connection with the exercise of this License, Licensee shall repair and restore the License Areas and Subject Property to their original condition prior to Licensee's use. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, the Licensee's indemnity and insurance obligations set forth herein shall continue until repair and restoration is completed as provided herein.

17. Security Deposit. Licensee shall provide Licensor with a security deposit in the form of irrevocable letters of credit, cash deposits or surety instruments satisfactory to the Licensor prior to the effective date of the License. The security deposit amount shall be **FIVE HUNDRED AND 00/100 DOLLARS (\$500.00)** to be used to offset any damage to the Subject Property or License Areas caused by the Licensee.

18. Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

(a) Commercial General Liability Insurance (contractual liability included) with minimum limits as follows:

- (1) Each Occurrence - \$1,000,000
- (2) General Aggregate - \$2,000,000
- (3) Products/Completed Operations Aggregate - \$2,000,000
- (4) Personal and Advertising Injury - \$1,000,000

(b) Property Insurance, Fire and Extended Coverage in an amount sufficient to reimburse Licensee for all of its equipment and other personal property located at or on the Subject Property.

(c) Workers Compensation as required by Florida Law.

(d) Liquor Liability Insurance each occurrence - \$1,000,000

(e) Such other insurance in such amounts which from time to time may be reasonably required by the Licensor.

The coverages required herein shall not limit the liability of the Licensee. **The coverage set forth in subsections (a), (b), and (d) of this section shall include the Licensor as an additional insured.** Licensee shall provide to Licensor a Certificate of Insurance annually as proof of insurance coverage in accordance with this section. The policies herein required shall

be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insurers are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Licensee shall provide Licensor notice of cancellation, nonrenewal or any other changes in coverage no later than (10) days prior to the effective date of the change.

19. Hold Harmless and Indemnification. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the City's property pursuant to this License. The Licensee shall indemnify and hold harmless 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 City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or otherwise permitted by this Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

20. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: City of Port Orange
City Manager
1000 City Center Circle
Port Orange, FL 32129

Licensee: Bristol Port Orange Waterfront, LLC
ATTN: Charles Carlisle
381 Mallory Station Rd., Suite 204,
Franklin, TN 37067

22. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

23. License Administrator. The City Manager for the City of Port Orange or his designee shall perform the administration of this Agreement.

24. Entire Agreement. This Temporary 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 Temporary License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[Remainder of Page Left Blank]

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

WITNESSES:

LICENSOR:

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

Attest: _____
Robin L. Fenwick, MMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are duly authorized to execute the foregoing TEMPORARY 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:

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

Printed Name: _____
1000 City Center Circle
Port Orange, FL 32129

LICENSOR:

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

By: _____
_____, Chairman

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by _____, as chair of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the CRA, and Robin L. Fenwick, City Clerk of the City of Port Orange, Florida. They are personally known to me.

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

WITNESSES:

Printed Name:_____

Printed Name:_____

LICENSEE:

BRISTOL PORT ORANGE WATERFRONT, LLC
a Florida limited liability company

By:_____

Print Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

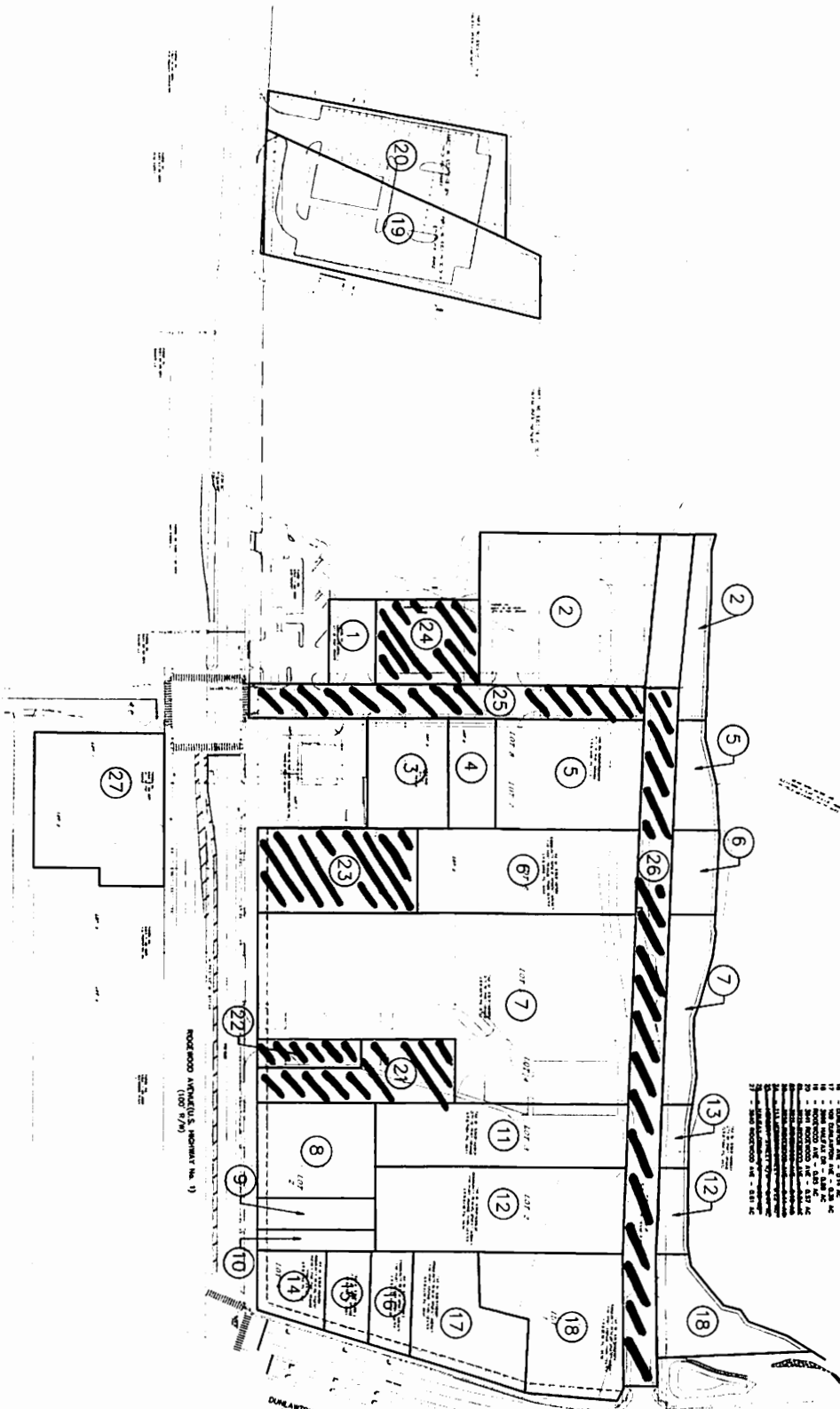
The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of **BRISTOL PORT ORANGE WATERFRONT, LLC**, on behalf of the entity, who is authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

EXHIBIT "A"

EXHIBIT "A"



PROPERTY INFORMATION

TOTAL ACRES: 1.238 AC

LOT # ADDRESS

- 1115 WINDMILL DR - 0.112 AC
- 1116 WINDMILL DR - 0.112 AC
- 1117 WINDMILL DR - 0.112 AC
- 1118 WINDMILL DR - 0.112 AC
- 1119 WINDMILL DR - 0.112 AC
- 1120 WINDMILL DR - 0.112 AC
- 1121 WINDMILL DR - 0.112 AC
- 1122 WINDMILL DR - 0.112 AC
- 1123 WINDMILL DR - 0.112 AC
- 1124 WINDMILL DR - 0.112 AC
- 1125 WINDMILL DR - 0.112 AC
- 1126 WINDMILL DR - 0.112 AC
- 1127 WINDMILL DR - 0.112 AC
- 1128 WINDMILL DR - 0.112 AC
- 1129 WINDMILL DR - 0.112 AC
- 1130 WINDMILL DR - 0.112 AC
- 1131 WINDMILL DR - 0.112 AC
- 1132 WINDMILL DR - 0.112 AC
- 1133 WINDMILL DR - 0.112 AC
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- 1149 WINDMILL DR - 0.112 AC
- 1150 WINDMILL DR - 0.112 AC
- 1151 WINDMILL DR - 0.112 AC
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- 1154 WINDMILL DR - 0.112 AC
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- 1160 WINDMILL DR - 0.112 AC
- 1161 WINDMILL DR - 0.112 AC
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- 1179 WINDMILL DR - 0.112 AC
- 1180 WINDMILL DR - 0.112 AC
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- 1195 WINDMILL DR - 0.112 AC
- 1196 WINDMILL DR - 0.112 AC
- 1197 WINDMILL DR - 0.112 AC
- 1198 WINDMILL DR - 0.112 AC
- 1199 WINDMILL DR - 0.112 AC
- 1200 WINDMILL DR - 0.112 AC



<p>PROJECT NO. 22-2726</p> <p>DESIGNED BY: [REDACTED]</p> <p>DRAWN BY: [REDACTED]</p> <p>CHECKED BY: [REDACTED]</p> <p>DATE: [REDACTED]</p> <p>CITY OF PORT CHARLOTTE</p>	<p>HOUSE COUNTY FLORIDA</p>	<p>NO. DATE BY SUBMITTALS & REVISIONS</p> <p>1 [REDACTED] [REDACTED]</p> <p>2 [REDACTED] [REDACTED]</p> <p>3 [REDACTED] [REDACTED]</p>	<p>CIVIL ENGINEERING</p> <p>LANDSCAPE ARCHITECTURE</p> <p>ENVIRONMENTAL</p> <p>PLANNING</p> <p>TRANSPORTATION</p>	<p>ZEV COHEN & ASSOCIATES</p> <p>PLANNING & ARCHITECTURE, INC.</p> <p>1100 WINDMILL DRIVE, SUITE 100</p> <p>PORT CHARLOTTE, FL 33647</p> <p>WWW.ZEVCOHEN.COM</p>
		<p>DATE: 03 of 6</p>		

EXHIBIT "A" CONT'D

PROPERTY INFORMATION

LOT ADDRESS ACRES Parcel ID

1 - 115 HERBERT ST - 0.13 AC - 630311030040

2 - 373 HALIFAX DR - 1.12 AC - 630316000030

3 - 110 HERBERT ST - 0.31 AC - 630311020072

4 - 108 HERBERT ST - 0.16 AC - 630311020071

5 - 3814 HALIFAX DR - 0.72 AC - 630311020070

6 - 3840 HALIFAX DR - 0.76 AC - 630311020061

7 - 3858 HALIFAX DR - 2.25 AC - 630311020050

8 - 3965 S RIDGEWOOD AVE - 0.14 AC - 630311020030

9 - 3969 S RIDGEWOOD AVE - 0.14 AC - 630311020022

10 - 3979 S RIDGEWOOD AVE - 0.09 AC - 630311020014

11 - 3900 HALIFAX DR - 0.53 AC - 630311020031

12 - 3920 HALIFAX DR - 0.83 AC - 630311020020

13 - HALIFAX DR - 0.04 AC - 630311020032

14 - 3999 S RIDGEWOOD AVE - 0.15 AC - 630311020090

15 - DUNLAWTON AVE - 0.13 AC - 630311020012

16 - DUNLAWTON AVE - 0.14 AC - 630311020013

17 - 109 DUNLAWTON AVE - 0.36 AC - 630311020011

18 - 3966 HALIFAX DR - 0.88 AC - 630311020010

19 - RIDGEWOOD AVE - 0.85 AC - 630316000014

20 - 3641 RIDGEWOOD AVE - 0.57 AC - 630310020050

~~21 - 3925 RIDGEWOOD AVE - 0.24 AC - EXCLUDED~~

~~22 - 3921 RIDGEWOOD AVE - 0.10 AC - EXCLUDED~~

~~23 - 3855 RIDGEWOOD AVE - 0.44 AC - EXCLUDED~~

~~24 - 113 HERBERT STREET - 0.22 AC - EXCLUDED~~

~~25 - HERBERT STREET RAW - 0.44 AC - EXCLUDED~~

~~26 - HALIFAX DRIVE RAW - 0.93 AC - EXCLUDED~~ EXCEPT PORTION ADJACENT TO 373 HALIFAX DRIVE

27 - 3840 RIDGEWOOD AVE - 0.61 AC - 630311060021

EXHIBIT "B"
**WATERFRONT
 PARK
 CONCEPT PLAN**

- 1 SHELL FILL PARKING/DRIVE AISLE
- 2 WHEEL STOPS (PALMS)
- 3 SAND FILL VOLLEYBALL COURT
- 4 VOLLEYBALL SHADE STRUCTURE
- 5 EXTERNAL REFRIGERATION
- 6 FOOD TRUCKS (6)
- 7 EXISTING BUILDING - BAR / COFFEE SHOP / RESTROOMS
- 8 PORCH WITH RAMP
- 9 NEW ASPHALT (ADA PARKING)
- 10 PAINTED ASPHALT ZONE
- 11 OUTFITTER CONCESSION
- 12 LAWN PANEL
- 13 SHELL FILL FOOD TRUCK ZONE
- 14 COVERED STAGE WITH RAMP
- 15 REMOVABLE BOLLARDS
- 16 NEW CURB (PALMS)
- 17 SAND FILL BEACH ZONE

EXHIBIT "B"

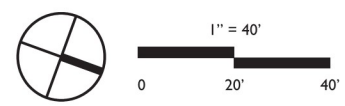


EXHIBIT "B"



EXHIBIT "B"