

**AMENDED AND RESTATED DEVELOPMENT
AGREEMENT**

BETWEEN

THE CITY OF WEBSTER

AND

RRR TOWN CENTER, LLC

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into effective as of the date set forth below, by and between the City of Webster, a municipal corporation of the State of Florida (hereinafter referred to as “City”), and RRR Town Center, LLC. (hereinafter referred to as “Developer”).

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the City of Webster, said real property being generally identified as Parcels S01-031, S01-013, and S01-131 in the Public Records of Sumter County, Florida and more clearly described on Exhibit “A” attached hereto (“the Property”); and

WHEREAS, the City of Webster and Developer have previously entered into and executed a Development Agreement for the Property dated December 23, 2021, and recorded in the Official Records of Sumter County, Florida on December 10, 2021, as Instrument No. 202160066711, Book 4160, Page 523 (“Development Agreement”); and

WHEREAS, the Development Agreement provided for the development of the Property by the Developer as a mixed-use development consisting of single-family homes, an RV Park and commercial buildings; and

WHEREAS, Developer has notified the City that it now intends to develop only as single-family homes and commercial buildings on the Property and has requested that all references to an RV Park being developed on the Property be removed from the Development Agreement; and

WHEREAS, the Developer has represented to the City that it intends to develop a mixed-use development on the Property consisting of the following (the “Project”):

1. Single-Family Residential units. No less than 110 single family homes and no more than 328 at a maximum density of 8 units per gross acre. Units may be clustered at a rate up to 12 dwelling units per acre.
2. Commercial buildings along the frontage abutting SR471 or no more than 75,000 square feet and associated amenities on the Property.

WHEREAS, the City owns and operates a central water system and a central sewer system in the City of Webster, Sumter County, Florida, and as such provides water and sewer services to properties and the occupants thereof within the City for a fee; and

WHEREAS, the Developer desires to connect to the City’s central water system and sewer systems; and

WHEREAS, the Developer will submit a Conceptual Master Plan of Development as a zoning application to the City; and

WHEREAS, the City and Developer have agreed to enter into this Agreement to amend and restate the terms and conditions governing Developer’s development of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations herein contained and the benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties do hereby covenant and agree as follow:

I. **RECITATIONS**

The above recitations (WHEREAS clauses) are true and correct and are incorporated herein by this reference.

II. **STRUCTURES AND ADDITIONS**

A. The following structures, and accessories (of conventional construction or prefabricated) will be allowed on or at the Project:

1. Residential and non-residential structures that meet Florida Building Code standards.
2. Single Family Homes may be attached or detached.
3. Shipping containers may not be utilized as storage structures.

B. It is intended by the parties hereto that the duration of this Agreement shall not exceed 10 years, but which may be extended by mutual consent of the City of Webster and the Developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of the said Agreement and the parties recognize that technology and tourism will change over the life of the Project. Accordingly, other structures or accessories similar to or which evolve from the above that are consistent with the Project or the intent of the Project and that replace or support the vehicles or structures approved by this Agreement shall be allowed at the Project without further approval.

III. ROADS AND BUFFERS

A. All interior roads will be paved and provide for safe travel. The Developer shall construct internal roadways to Sumter County's standards in single-family residential and commercial areas.

B. For the single-family home section, the Developer will dedicate the internal roadway development to the public. All roads in the development will remain private and maintenance of said roads shall remain the responsibility of the Developer.

IV. WATER DISTRIBUTION SYSTEM

A. The Developer shall construct internal water lines within the Project.

B. The Developer shall construct the water distribution system and shall connect the Project's water distribution system to the City's water system.

C. The Developer may utilize existing on-site wells and drill new ones if needed for irrigation purposes or as otherwise agreed to by the parties. The Developer will secure all necessary permits for its use or construction of any well. No cross-connection of any well with City's water system shall be allowed.