



# The CITY OF DAYTONA BEACH

“THE WORLD’S MOST FAMOUS BEACH”

## SUPPLEMENTAL MEMORANDUM

DATE: October 27, 2017

TO: James V. Chisholm, City Manager

FROM: Richard Walton, <sup>RW</sup>AICP, Planning Director

SUBJECT: Williamson Crossing – Rezoning - Planned Development-General (DEV2017-072)

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Attached is the executed Williamson Crossing Planned District Agreement. Per the City Comprehensive Plan, Future Land Use Element, this project is required to be submitted to Volusia Growth Management Commission (VGMC). The application was received by VGMC on October 9, 2017 and is currently being reviewed for compliance and is anticipated to be completed before the Public Hearing on November 15, 2017. However, if the approval is received after the hearing date, the Ordinance will include the stipulation that it will not be effective until VGMC has approved the project.

**Document prepared by:**  
Robert A. Merrell III, Esquire  
Cobb & Cole, P.A.  
149 South Ridgewood Avenue, Suite 700  
Daytona Beach, FL 32114

**Return recorded document to:**  
City of Daytona Beach Records Clerk  
P.O. Box 2451  
Daytona Beach, FL 32115-2451

## WILLIAMSON CROSSING PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), the record title property owners, CONSOLIDATED-TOMOKA LAND CO., a Florida corporation, INDIGO GROUP, LTD., a Florida limited liability partner, and INDIGO DEVELOPMENT LLC, a Florida limited liability company, as their interests appear (collectively referred to as "Owners"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

### 1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 21+/- acres of real property ("Property") and is described in Exhibit A, attached hereto and by reference made a part hereof.

B. The Property is currently under the sole ownership of Owners.

### 2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in the case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Legal Description of the Property

Exhibit B: Planned Development Plan prepared by Parker Mynchenberg & Associates, Inc.;

Exhibit C: LDC Signage Provisions

### 3. DEVELOPMENT PLAN

A. Owners has designated the Property as "Williamson Crossing Planned District."

B. The Property will be developed as a **Planned Development – General (PD-G)** pursuant to the City's Land Development Code ("LDC"). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the BR-2 zoning district shall apply to commercial development, and the applicable requirements of the MFR-20 zoning district shall apply to residential development.

C. Development of the Property shall be consistent with Exhibit B (PD Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property. To the extent actual buildings and uses are shown on the PD Plan, they are shown only for illustrative purposes. Owners shall be permitted to relocate such buildings and uses as the market dictates, or as desired, so long as the relocation is otherwise consistent with this Agreement.

D. **COMMERCIAL DEVELOPMENT CRITERIA.** The following development criteria shall apply to all commercial uses on the Property:

(1)	Minimum Open Space	20% <sup>1</sup>
(2)	Maximum Floor to Area Ratio (FAR)	3
(3)	Maximum Density	25 du/ac
(4)	Maximum Building Height	50 ft.
(5)	Minimum Lot Depth	100 ft.
(6)	Minimum Lot Width	50 ft. <sup>2</sup>
(7)	Minimum Building Setbacks:	
	(a) Front Yard	25 ft. <sup>3</sup>
	(b) Side Yard	7.5 ft.
	(c) Street Side Yard	15 ft.
	(d) Rear Yard	10 ft.
(8)	Minimum Building Separation	20 ft.
(9)	Maximum impervious area	80% <sup>4</sup>

E. **RESIDENTIAL DEVELOPMENT CRITERIA.** The following development criteria shall apply to all residential uses on property:

(1)	Minimum Lot Area	
	(b) Multi-family Dwellings/Complexes	2,500 sf.
(2)	Minimum Lot Depth	100 ft.
(3)	Minimum Lot Width	25 ft. <sup>5</sup>

<sup>1</sup> Minimum Open Space shall be shared across the entire Property

<sup>2</sup> Minimum contiguous two lot ownership required

<sup>3</sup> 50' Williamson or LPGA

<sup>4</sup> Maximum impervious area shall be shared across the entire Property

<sup>5</sup> Townhome with party wall or zero lot line product

(4)	Maximum Lot Coverage	50%
(5)	Maximum Density	25 du/ac
(6)	Minimum Open Space	20%
(7)	Maximum Impervious Space	80% <sup>6</sup>
(8)	Minimum Building Setbacks:	
	(a) North Boundary (LPGA)	50 ft.
	(b) South Boundary	20 ft.
	(c) East Boundary	10 ft.
	(d) West Boundary (Williamson)	50 ft.
(9)	Minimum Building Separation	
	(a) Front-to-Front	50 ft.
	(b) Front-to-Rear	50 ft.
	(c) Front-to-Side	25 ft.
	(d) Side-to-Side	25 ft.
(10)	Maximum Building Height	50 ft.

F. SUBDIVISION/PLATTING. Owners may cause the Property to be subdivided in accordance with the requirements of the LDC. Platting for the Property will be determined by the timing of project development. The Owner may cause to occur a single lot division of the Property by metes and bounds legal descriptions rather than via plat and the resulting lots will be recognized by the City as a valid subdivision of the Property so long as the resulting lots fully comply with the applicable LDC regulations and the provisions of this Agreement. No curb cuts or driveways are approved to parcels at this time. In addition, final development plans must be assessed at the time of concurrency application.

G. SITE PLAN REVIEWS. All site plans shall be reviewed in accordance with the procedures as established by the LDC and consistent with this Agreement.

H. PHASING. Development of the Property may occur in multiple phases, but is not required. Phases may be developed in any order and the sizing and configuration of the phases may change consistent with this Agreement. Although the order, sizing and configuration of phases may be modified, each proposed phase shall be required to install all necessary infrastructure, including all necessary easements and dedications, in order to stand alone, with the support of previously built phases. Each phase shall be built so as to be consistent with applicable City standards and this Agreement. Permits for development of phases or sub-phases may be submitted for approval through the City's final Site Plan processes. Owners may grade and clear the road rights-of-way, easements, and stormwater improvements prior to plat or Site Plan approval of the lots within a future phase, so long as such grading and clearing is done pursuant to a valid permit from the St. Johns River Water Management District.

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<sup>6</sup> Maximum impervious space shall be shared across the entire Property  
(032857-034 : RMERR/RPRIN : 02152626.DOCX; 6)

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's Comprehensive Plan.

B. Owners shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Owners specifically acknowledge that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Owners will be required to separately obtain a Concurrency Certificate in conjunction with Plat or Site Plan review by the City, except as otherwise required herein, or where applicable, to enter into a proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDC.

5. PERMITTED USES

The following uses (as defined in the Land Development Code) are permitted within the Property, subject to compliance with the Use Specific Standards set forth in Article 5, LDC,

- Adult daycare center
- Animal Grooming
- Antique store
- Art gallery
- Art, crafts, music, dance, photography, or martial arts studio/school
- Assisted living facility
- Bank or financial institution with drive-through service
- Bank or financial institution without drive-through service
- Bar or lounge
- Book or media shop
- Boutique Bar
- Brewpub
- Business service center
- Business services offices
- Check cashing service
- Child care facility
- Cigar lounge
- Cinema
- Club or Lodge
- College or university
- Conference or training center
- Continuing care retirement community
- Contractor's office

Convenience store  
Drug store or pharmacy without drive-through service  
Dry cleaning or laundry drop-off establishment  
Duplex  
Duplex Subdivision  
Employment agency  
Florist shop  
Gift shop or stationery store  
Grocery store  
Hospice residential facility  
Hotel or motel  
Jewelry store  
Large retail sales establishment  
Liquor or package store  
Meat, poultry, or seafood market  
Medical or dental clinic/office  
Medical or dental lab  
Multifamily dwelling  
Multifamily complex  
Newspaper or magazine publishing  
Nightclub  
Nursing home facility  
Other indoor recreation/entertainment use  
Other retail sales and service establishment  
Personal services establishment  
Private school with fewer than 20 students  
Private school with 20 or more students  
Professional services office  
Public school  
Radio or television studio  
Restaurant with drive-in service  
Restaurant with drive-through service  
Restaurant without drive-in or drive-through service  
Shopping center  
Specialty eating or drinking establishment  
Telecommunications facility, collocated on existing structure other than telecommunications tower  
Telecommunications facility, collocated on existing telecommunications tower  
Telecommunications tower, monopole up to 90 feet high  
Townhouse Subdivision  
Travel agency  
Upper story dwelling (above nonresidential use)  
Utility use, minor  
Vocational or trade school

6. INFRASTRUCTURE.

A. **STORMWATER.** On-Site or offsite stormwater retention and/or detention facilities will be constructed consistent with the PD Plan. The stormwater retention and/or detention facilities will be maintained at a level consistent with the standards of the St. Johns River Water Management District and the Florida Department of Transportation. Collection and transmission facilities shall be located pursuant to an approved site plan, or site plans approved for individual lots or structures. Owners shall be permitted to modify the location of stormwater facilities so long as the modification is otherwise consistent with this Agreement.

B. **UTILITIES.** Water and sewer service shall be provided by the City of Daytona Beach. All utilities shall be constructed consistent with the requirements of the LDC. All utilities constructed by the Owners for the purpose of serving the Property shall be constructed underground. Owners will also provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, reclaim water, electrical and telephone, as well as cable television and fiber, if available. Water, sewer, and stormwater infrastructure must be constructed to current City standards and consistent with this Agreement. Off-site utility infrastructure improvements, at the cost of the Owners may be required for site plan approval.

C. **ROADS.** The location of access driveways and internal roads and walkways shall be as generally depicted on the attached Exhibit B. Owners shall be permitted to relocate such roadways so long as the relocation is otherwise consistent with this Agreement and the LDC. The roadways may be public or private. To the extent that certain roads within the Property are private, Restrictive Covenants shall ensure the perpetual maintenance of roads as provided in Section 7. Access roads shown on the Planned Development PD Plan shall be owned by Owners. Connections, and any signage shown at the location, are contingent upon Owners having the necessary easement rights on the same.

D. **LANDSCAPING REQUIREMENTS.** Landscaping shall be consistent with the requirements of the LDC. Clustering of typical landscape requirements along the perimeter shall be permitted so long as the net total landscape material as required herein is still met. Coordination and material counts of landscaping shall be addressed at Site Plan approval; however, the following landscape buffers shall be required for the Property's overall periphery:

Minimum Perimeter Landscape Buffers:

- (a) Williamson Boulevard: 50 ft.
- (b) LPGA Boulevard: 50 ft.

E. **PARKING.** The actual location of parking fields may be as conceptually depicted on the attached Exhibit B. Owners shall be permitted to relocate such parking fields shown on Exhibit B so long as the relocation is otherwise consistent with this Agreement and the LDC.

7. PROPERTY OWNERS ASSOCIATION AND COMMON AREA MAINTENANCE.

As used in this section, “common areas” and “common facilities” refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention or detention ponds, subdivision entry walls, and passive recreational areas.

A. If the Owners plat the Property, and the plat consists of more than two (2) lots, Owners have formed and incorporated Williamson Crossing Owners’ Association Inc., as recorded at Book 6938, Page 1038, Official Records of Volusia County. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners’ association, except for property conveyed or dedicated to the City or other governmental agency for a public purpose. Owners may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement. The final plat shall convey a sufficient property interest to the association to enable the association to perform its responsibilities for common areas and common facilities, and shall include such language as the City may deem necessary to reflect the association’ s responsibilities.

B. If the Owners plat the Property, and the plat consists of only two (2) lots, with the City’ s approval the Owners may create and record one or more deed covenants requiring the owner of the platted lot to maintain the common area or feature in perpetuity, and acknowledging that the City shall have no obligation to maintain such common area or feature. The deed covenant shall be recorded prior to or simultaneously with the division (e.g. prior to or simultaneously with the recordation of the deed of the property created through such division).

C. Except as provided in Section 7.D., Owners shall complete construction and installation of all common areas and common facilities prior to the issuance of the first certificate of occupancy for the Property or any portion thereof; or, for those common areas or common facilities serving the only phase of development, prior to the issuance of the first certificate of occupancy for that phase.

D. The City may allow postponement of construction of those common facilities that may be susceptible to damage due to remaining construction, subject to Owners’ provision of adequate assurances that the work will be done. For example, the city may require the Owners to provide sufficient easements or restrictive covenants and require the posting of a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

## 8. ARCHITECTURAL AND DESIGN STANDARDS.



A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.

B. All parcels within the Property shall meet the following requirements:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall be consistent with the requirements of the LDC. The City shall have the right to reject any proposed elevation which does not meet the requirements herein, or which involves the use of fewer architectural details and ornamentation than required by the LDC.

(6) Through the LDC Site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

D. All parcels within the Property shall meet the applicable major city thoroughfare architectural requirements of the LDC.

9. ENVIRONMENTAL CONSIDERATION. Development of the Property shall comply with the LDC tree preservation requirements. Owner shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the St. Johns River Water Management District and the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

10. SIGNAGE. The location and dimensions of signage on the property shall be consistent with the requirements of the LDC for commercial or multifamily/residential, as appropriate. Signage for commercial uses shall comply with the BR-2 zoning and multifamily/residential shall comply with the multifamily complex signage regulations, including, but not limited to those shown on the attached Exhibit "C". Construction materials and design of signage, as well as non-perimeter signage shall be permitted during the site plan approval process.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for all construction permits for the first phase of a phased development, within 10 years of the approval of this Agreement by the City Commission. Application for all construction permits for subsequent phases shall be submitted within 15 years from the date of initial approval.

C. Construction of the first phase shall be substantially complete within 13 years of the approval of this Agreement. Construction for all remaining phases shall be substantially complete within 20 years of the approval of this Agreement.

D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

F. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and

address technical considerations that could not reasonably be anticipated during the Planned Development approval process;

(2) Have no material effect on the character of the approved PD district, the basic concept and terms of the PD Plan/Agreement. These may include, but are not limited to, the following:

(a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

(b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

(c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

(d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

(e) Increases of five (5) percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

(a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

(b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

(c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

(d) Modifications that would unduly impact City-owned public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

C. Approved modifications shall be noted on the official plan documents.

### 13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and, to the extent they exist, all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

(1) The property owners' association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners' association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

### 15. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDC. In addition to those entitled to notice pursuant to the LDC, notice

of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

16. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

17. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Owners' expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

18. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

(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 DAYTONA BEACH,  
FLORIDA, a Florida municipal  
corporation**

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
Derrick, L. Henry, Mayor

\_\_\_\_\_  
Print Name of Witness 1

Attest:

\_\_\_\_\_  
Witness 2

By: \_\_\_\_\_  
Letitia LaMagna, City Clerk

\_\_\_\_\_  
Print Name of Witness 2

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Derrick L. Henry and Letitia LaMagna, Mayor and City Clerk, respectively, of The City of Daytona Beach, 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:

[Signature]  
Witness 1

Rebecca Bell  
Print Name of Witness 1

[Signature]  
Witness 2

Tammy MacIsaac  
Print Name of Witness 2

**CONSOLIDATED-TOMOKA LAND CO., a Florida corporation**

By: [Signature]  
**John P. Albright, President and CEO**

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by John P. Albright as President and CEO of Consolidated-Tomoka Land Co., Florida corporation, referred to in this agreement as "Owner" and/or "~~Developer~~." He or she is  personally known to me or  produced \_\_\_\_\_ as identification and did not take an oath.

Holly Greene  
Notary Public  
Commission No. \_\_\_\_\_





Signed, sealed and delivered in the presence of:

[Signature]

Witness 1

Robyn W Bell  
Print Name of Witness 1

Tammy Mac Isaac  
Witness 2

Tammy Mac Isaac  
Print Name of Witness 2

**INDIGO GROUP LTD., a Florida limited partnership [OWNER]**

By: Indigo Group, Inc a  
Florida profit corporation  
Its General Partner

By: [Signature]  
John P. Albright  
President and Chief Executive Officer

Date: 10/27/2017

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of October, 2017 by John P. Albright, as President and Chief Executive Officer of INDIGO GROUP INC., a Florida profit corporation, general partner of INDIGO DEVELOPMENT, LLC, a Florida limited liability company, referred to in this agreement as "Owner." He or she is [] personally known to me or [] produced as identification \_\_\_\_\_ and did not take an oath.

Holly Greene  
Notary Public  
Commission No: \_\_\_\_\_



Signed, sealed and delivered in the presence of:

**INDIGO DEVELOPMENT LLC, a  
Florida limited liability company  
[OWNER]**

[Signature]  
Witness 1

Robyn A Bell  
Print Name of Witness 1

By: Consolidated -Tomoka Land Co., a  
Florida profit corporation  
Its Sole Member

[Signature]  
Witness 2

Tammy MacIsaac  
Print Name of Witness 2

By: [Signature]  
John P. Albright  
President and Chief Executive Officer

Date: 10/27/2017

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of October, 2017 by John P. Albright, as President and Chief Executive Officer of Consolidated-Tomoka Land Co., a Florida profit corporation, sole member of INDIGO DEVELOPMENT LLC, a Florida limited liability company, referred to in this agreement as "Owner." He or she is [] personally known to me or [] produced as identification \_\_\_\_\_ and did not take an oath.

Holly Greene  
Notary Public  
Commission No: \_\_\_\_\_



**Approved as to legal form:**

By: \_\_\_\_\_  
Robert Jagger, City Attorney

## EXHIBIT A

### Legal Description of the Property

A PORTION OF SECTION 3, TOWNSHIP 15, SOUTH, RANGE 32 EAST AND A PORTION OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

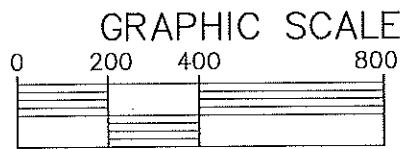
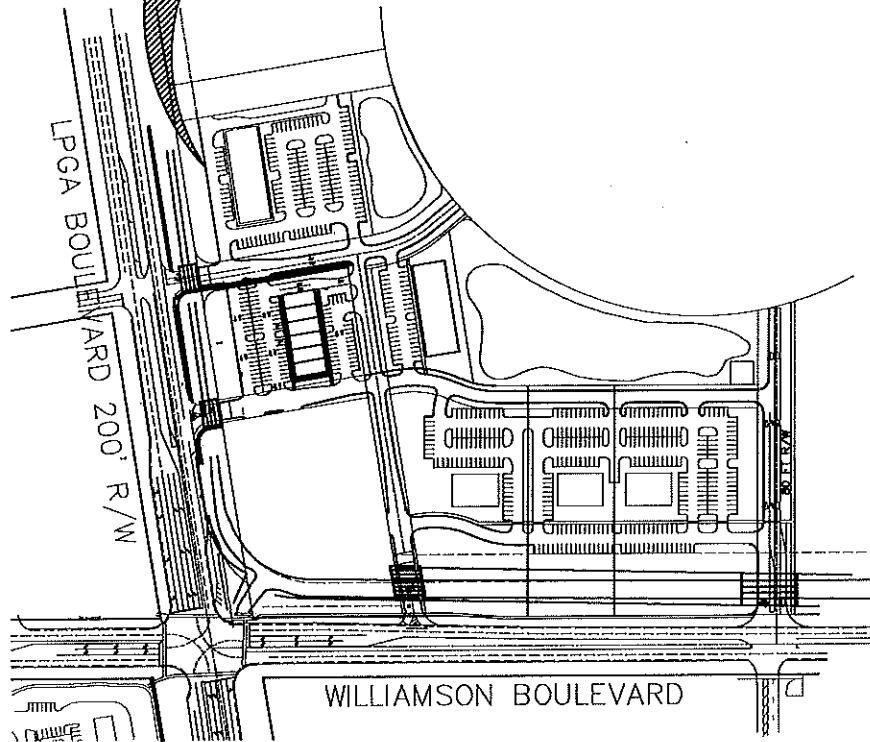
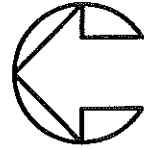
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE RUN S89°49'17"E ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 627.44 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD; THENCE S16°25'50"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 139.46 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6938, PAGE 1003, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N64°19'27"E ALONG THE SOUTHERLY LINE OF SAID PROPERTY, 482.82 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE N25°40'26"W ALONG THE EASTERLY LINE OF SAID PROPERTY, 324.95 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY AND THE SOUTHERLY RIGHT OF WAY LINE OF L.P.G.A. BOULEVARD; THENCE N64°20'08"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 660.50 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6666, PAGE 1885, SAID PUBLIC RECORDS; THENCE DEPART SAID SOUTHERLY RIGHT OF WAY LINE S25°38'24"E ALONG THE EASTERLY LINE OF SAID PROPERTY, 484.75 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY AND TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 84°03'55" AND A CHORD BEARING S15°21'04"W; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PROPERTY AND THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6547, PAGE 2275, SAID PUBLIC RECORDS AND THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6430, PAGE 3442, SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE, 1027.05 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6430, PAGE 3442, SAID PUBLIC RECORDS; THENCE S73°32'05"W ALONG THE SOUTHERLY LINE OF SAID PROPERTY, 660.18 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY AND THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD; THENCE N16°25'50"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 771.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.62 ACRES MORE OR LESS.

**EXHIBIT B**

**Planned Development PD Plan**

# SITE



SCALE: 1" = 400'

## PD PLAN WILLIAMSON CROSSINGS

### PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6891 FAX (386) 677-2114  
E-MAIL: info@parkermynchenberg.com  
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

## EXHIBIT "B"

**EXHIBIT C**  
**LDC SIGNAGE PROVISIONS**

- b. Window signs may be erected in any district without a permit except signs attached to or hung from windows of commercial buildings in redevelopment districts.

16. *Commercial Flags.*

- a. A commercial flag is a flag bearing any commercial advertising message, including commercial logos or graphics depicting products or services.
- b. Commercial uses may obtain a permit to display a maximum of two commercial flags, in addition to other permitted signs. Flags must be displayed from a permanent structure or flagpole. Flagpoles must meet wind load standards contained in the Building Code.

K. **District Sign Schedules.** In addition to signage permitted by other provisions of this section, the following types, numbers, and sizes of signs shall be permitted in the various zoning districts.

1. *Residential Districts.*

- a. One non-electric sign not exceeding three square feet in sign area is allowed without a permit pursuant to Section 3.4.Q.2.b.ii(a).
- b. A special use shall be permitted two ground or wall signs. Maximum sign area of each sign shall be 32 square feet. Ground signs shall not exceed six feet in height and shall be set back 25 feet from residential properties.

2. *Business Districts.*

Table 6.10.K.2.A: District Sign Schedule: Business Districts (BP, BR-1, BR-2, BA and OP)		
Regulations Per Sign Type		
Signs Permitted		Maximum Sign Area per Sign Type
Sign Type	Maximum Number of Signs per Use	
Awning		
Canopy		2 sf per 1 linear ft of lot frontage
Ground	1 with 25 - 200 ft of lot frontage	1 sf per 1 linear ft of lot frontage, up to 120 sf
	2 with >200 ft of lot frontage	
Projecting	1	1 sf per 2 linear ft of lot frontage, up to 60 sf
Roof	—	2 sf per 1 linear ft of lot frontage, up to 200 sf
Wall	—	2 sf per 1 linear ft of lot frontage, up to 200 sf
Regulations Per Parcel		
a. Maximum sign area per parcel: 2 sf per 1 linear ft of building frontage plus ground sign.		
b. Corner lots are permitted one sign permitted above for each 35 ft of building frontage up to a maximum of four signs on each street and a total of six signs per use, not exceeding maximum sign area per parcel.		
c. Interior lots are permitted two signs for the first 25 ft of building frontage plus one sign for each additional 25 ft of frontage or fraction thereof, up to a maximum of four signs on each street where access is allowed, not exceeding maximum sign area per parcel.		
NOTES: [ft = feet; sf = square feet]		

10. *Sandwich Board Signs.*
  - a. A sandwich board sign is a two-sided "A" frame sign displayed outside a business storefront.
  - b. Where permitted, sandwich board signs shall meet the following standards:
    - i. The sign structure shall be a maximum height of four feet above the sidewalk and a maximum width of three feet.
    - ii. The sign area and structure shall not exceed eight square feet per single side.
    - iii. A sandwich board sign is permitted for each ground floor storefront. The sign may be placed on the public sidewalk directly in front of the business storefront in accordance with Section 6.10.L, Signs On or Over Public Property.
    - iv. The sign frame shall be constructed of durable materials such as decorative metal, wrought iron, wood with treated edges, or durable plastic; shall have a professional, finished appearance; and shall be maintained in good condition. The sign may contain a chalk or white board area for daily changeable copy. The use of cardboard, plywood, paper, canvas or similar impermanent material for the sign frame is prohibited.
  - c. Denial of a Sign Permit for a sandwich board sign in a Redevelopment Area may be appealed to the applicable Redevelopment Board.
11. *Subdivision and Multifamily Complex Signs.* Subdivision or multifamily complex signs designed as permanent signage may be permitted in any district in accordance with the following standards:
  - a. Two wall or ground signs may be permitted for each subdivision or multifamily complex.
  - b. The combined sign area for each subdivision or multifamily complex shall not exceed 32 square feet—provided, however, that the Planning Board may approve an increase in combined sign area up to 64 square feet on finding that signage for the subdivision or multifamily complex is part of a landscaped entrance feature, and that the entrance feature is in keeping with the overall character of the area.
  - c. Subdivision signs shall be constructed of low maintenance materials, and a homeowners' association or entity shall exist or be created to assume all maintenance responsibilities.
12. *Temporary Signs.* Banner signs of cloth, paper, or fabric of any kind, or signs of other nonpermanent construction, may be erected for temporary periods as follows:
  - a. *In General.*
    - i. Temporary signs, whether one or the maximum size and number permitted, may not be displayed on any parcel for more than 100 days in any 12-month period.