

ORDINANCE NO. 2020 - 19

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM TWELVE OAKS PLANNED DEVELOPMENT TO CRESSWIND DELAND PLANNED DEVELOPMENT, ON PROPERTY LOCATED EAST OF LAKE WINNEMISSETT AND NORTH OF THE OLD ALIGNMENT OF EAST STATE ROAD 44 (SERVICE ROAD); APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY +/- 318.4 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Michael C. Holbrook, of Heidt Design, on behalf of the owner, Lake Park Estates, LLC (hereinafter referred to as "Applicant"), the owner of approximately 318.4 +/- acres of land located east of Lake Winnemissett and north of the old alignment of East State Road 44 (Service Road), which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Twelve Oaks Planned Development (PD) to Cresswind DeLand Planned Development (PD); and

WHEREAS, the Applicant is requesting that the existing Planned Development document be amended in order to develop the subject property for up to 600 detached, single family units; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to amend the current PD so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Low Density Residential land use designation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission has held a public hearing to approve the change of zoning from Twelve Oaks Planned Development (PD) to Cresswind DeLand Planned Development, on the property located east of Lake Winnemissett and north of the old alignment of East State Road 44 (Service Road).

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Cresswind DeLand PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Cresswind DeLand PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

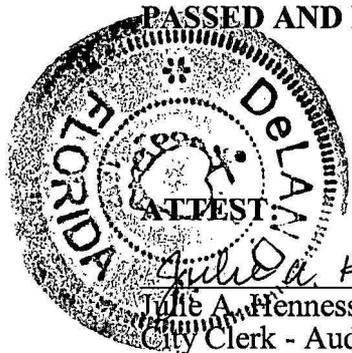
Section 7. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 8. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 23rd day of September, 2020.



Julie A. Hennessy
Julie A. Hennessy
City Clerk - Auditor

Robert F. Apgar
Robert F. Apgar
Mayor - Commissioner

Passed on first reading: July 06, 2020
Adopted on second reading: September 23, 2020

APPROVED AS TO FORM AND LEGALITY:
Darren J. Elkind
Darren J. Elkind
City Attorney

EXHIBIT A
CRESSWIND – DELAND LEGAL DESCRIPTION (PER TITLE COMMITMENT)

LANDS SITUATED IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOTS 12 THROUGH 17 INCLUSIVE, AND LOTS 28 AND 29, ASSESSOR'S MAP OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2737.14 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID LOT 28; THENCE RUN NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 18, SAID ASSESSOR'S MAP OF WINNEMISSETT, A DISTANCE OF 1592.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 264 FEET OF SAID LOT 18, THENCE RUN NORTH 01 DEGREES, 31 MINUTES 18 SECONDS WEST, ALONG SAID EAST LINE OF THE WEST 264 FEET, A DISTANCE OF 166.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID LOT 18; THENCE RUN NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 18, A DISTANCE OF 264.12 FEET TO THE WEST LINE OF SAID LOT 18 AND THE WEST LINE OF LOTS 21 AND 22 OF SAID ASSESSOR'S MAP OF WINNEMISSETT; THENCE RUN NORTH 01 DEGREES 31 MINUTES 18 SECONDS WEST, ALONG SAID WEST LINE OF LOTS 18, 21 AND 22, A DISTANCE OF 1079.32 FEET TO THE NORTH LINE OF SAID ASSESSOR'S MAP OF WINNEMISSETT AND THE NORTH LINE OF THE AFORESAID SECTION 13, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, ALONG SAID NORTH LINE OF SECTION 13, A DISTANCE OF 1338.00 FEET TO THE NORTHEAST CORNER OF SAID MAP AND THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1342.24 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, THENCE RUN SOUTH 01 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2824.25 FEET TO THE NORTHEAST CORNER OF THE SOUTH 7/8 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 545.12 FEET TO A POINT ON THE WEST LINE OF THE EAST 545 FEET OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 01 DEGREES 41 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 545 FEET, A DISTANCE OF 1238.51 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 44; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 810.31 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 644.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET AND A CENTRAL ANGLE OF 20 DEGREES 22 MINUTES 00 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 353.84 FEET; THENCE RUN NORTH 34 DEGREES 47 MINUTES 32 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 122.79 FEET; THENCE RUN SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 34 DEGREES 47 MINUTES 32 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.43 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 15 MINUTES 03 SECONDS WEST; A CHORD DISTANCE OF 133.04 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 39 MINUTES 49 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 133.14 FEET; THENCE RUN SOUTH 57 DEGREES 25 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 215.16 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 355.86 FEET; THENCE RUN NORTH 88 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 1285.28 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THAT LIES WITHIN LAKE WINNEMISSETT DRIVE. SAID PROPERTY CONTAINING +/- 318.4 ACRES.

"EXHIBIT B"

PD PLANNED DEVELOPMENT AGREEMENT

THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Application of

KH ACQUISITIONS LLC

ORDINANCE # 2020-19

ORDER

GRANTING A REQUEST FOR CHANGE OF ZONING FROM

TWELVE OAKS PD (PLANNED DEVELOPMENT)

TO

CRESSWIND DELAND PD (PLANNED DEVELOPMENT)

The application of KH Acquisitions LLC, a Florida limited liability company, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on September 23, 2020. Based upon the verified application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development Department, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on February 19, 2020, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

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3 A. That the application of KH Acquisitions LLC, a Florida limited liability
4 company, was duly and properly filed herein on, October 11, 2019 as required by law.

5
6 B. That all fees and costs which are by law, regulation, or Ordinance required
7 to be borne and paid by the applicant have been paid.

8
9 C. That the applicant is the Contract Purchaser of a 318.4 +/- acre parcel of
10 land which is situated in DeLand, Florida. This parcel of land is described more
11 particularly in the survey and legal description, a true copy of which is attached hereto as
12 Exhibit "A".

13
14 D. That the Applicant has complied with the Planned Development Plan
15 provision as required by Land Development Regulations Ordinance No. 2013-11, as
16 amended.

17
18 E. That the Applicant has complied with the "Due Public Notice" requirements
19 of the City Commission, Land Development Regulations Ordinance No. 2013-11, as
20 amended.

21
22 F. That the owner of the property, Lake Park Estate LLC, a Florida limited
23 liability company (Owner), agrees with the provisions of the Development Agreement.

1 FINDINGS REGARDING REZONING

2
3 A. That the Applicant has applied for a change of zoning from the present
4 zoning classification of the parcel described in Exhibit "A" from Twelve Oaks PD (Planned
5 Development) to Cresswind DeLand PD (Planned Development).

6
7 B. That the said rezoning to a PD is consistent with both the City of DeLand
8 Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose
9 of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as
10 amended, and does promote the public health, safety, morals, general welfare and orderly
11 growth of the area affected by the rezoning request.

12
13 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF
14 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
15 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA,
16 THIS 25th DAY OF August, 2020, AS FOLLOWS:

17
18 A. That the Application of KH Acquisitions LLC, a Florida limited liability
19 company, for the rezoning of the subject parcel is hereby granted.

20
21 B. That the zoning classification of the subject parcel described in Exhibit "A"
22 attached hereto is hereby amended from Twelve Oaks PD to Cresswind DeLand PD as
23 described in Article VII of the City of DeLand, Land Development Regulations Ordinance
24 No. 2013-11, as amended.

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C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Cresswind DeLand PD.

D. That the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land Development Regulations Ordinance No. 2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement". The City of DeLand will ensure overall compliance with this Ordinance.

E. Unless otherwise provided for herein the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in the same manner as the R-1 zoning classification.

F. Except as otherwise stated herein, nothing in this Ordinance is intended to abridge the requirements of Land Development Regulations Ordinance No. 2013-11, as amended, and any other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The property was originally part of the Twelve Oaks

1 planned development, the development orders for which have expired. This
2 Development Agreement has been drafted to sever the property from the Twelve Oaks
3 PD planned development and set forth the entitlements for the property with a new
4 planned development agreement known as Cresswind DeLand PD planned
5 development. The development of the property is intended primarily for the housing of
6 persons 55 years of age and older and to be consistent with the Housing for Older
7 Persons Act of 1995. As such, all dwelling units shall be subject to deed restrictions
8 attached to all sale contracts and acknowledged by signature and date by seller and
9 purchaser. Such deed restrictions shall be recorded and be irrevocable for a period of
10 thirty years. The property shall be developed as a private, gated community substantially
11 in accordance with the Planned Development Plan. One or more property owners
12 associations ("POA") will be established to serve residents of the Cresswind DeLand PD
13 and perform the ongoing duties set forth herein.

14

15 B. Planned Development Plan. The Planned Development Plan shall consist
16 of the Development Plan Map prepared by Heidt Design LLC bearing a final revision date
17 of April 07, 2020, the Details sheet bearing a final revision date of July 10, 2020, and this
18 Development Agreement. The Planned Development Plan is hereby approved and
19 incorporated in this Ordinance by reference as Exhibit "B". The Planned Development
20 Plan shall be filed and retained for public inspection in the Planning Department and it
21 shall constitute a supplement to the Official Zoning Map of the City of DeLand.

22

23 C. Amendments. All amendments of the Planned Development Plan, other
24 than those deemed by the Planning Department to be minor amendments as set out in

1 Land Development Regulations Ordinance No. 2013-11, as amended, shall require the
2 review and recommendation of the Planning Board and action by the City Commission in
3 the same manner as a rezoning of the parcel.

4
5 D. Subdivision Approval. Either, after the Planned Development Plan is
6 recorded, or concurrently with the Planned Development Plan review, but prior to any
7 construction, including clearing and landfill, an application for a preliminary plat with
8 construction plans and/or a final plat of the area to be subdivided shall be submitted for
9 review and approval in the manner required by Article XIII of the City of DeLand Land
10 Development Regulations Ordinance No. 2013-11, as amended.

11
12 E. Amenity Site Final Site Plan Approval. After the Planned Development Plan
13 is recorded, and prior to issuance of any permits for construction of the Amenity Site,
14 including clearing and landfill not otherwise approved per Section G of this Ordinance, a
15 Final Site Plan for the Amenity Site, as shown on Exhibit "B", shall be prepared and
16 submitted for review and approval in the manner required by Article XII of the City of
17 DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

18
19 F. Unified Ownership. The Applicant or his successors shall maintain unified
20 ownership of the subject parcel until after issuance of the Final Subdivision Plat
21 Development Order.

22
23 G. Phases of Development. Development of the Property can be accomplished
24 in up to five (5) phases, with required easements for development and infrastructure

1 servicing the phase, including shared facilities such as stormwater systems and internal
2 driveways, being constructed as required for each phase. Mass grading and associated
3 clearing of any phase shall be reviewed and approved by the City at time of Subdivision
4 or Final Site Plan Approval. Mass graded areas will be stabilized with vegetative cover.
5 Preliminary and/or Final Subdivision Plat Development Order(s) shall be required for each
6 phase and the restrictions of this Development Agreement shall apply to each phase of
7 development.

8

9 H. Land Uses Within the Planned Development. The development of the
10 Property shall be consistent with the uses prescribed within the proposed Cresswind
11 DeLand PD. The location and size of said land uses are shown on the Planned
12 Development Plan Map, Exhibit "B". The following land uses shall be allowed as
13 permitted principal uses and structures along with their customary accessory uses and
14 structures:

- 15 1. Single-family dwellings
- 16 2. Other uses and structures of an accessory nature to the
17 permitted uses listed above including but not limited to: parks,
18 clubhouse, fitness center, pool, sports courts, indoor / outdoor
19 social gathering areas, fire pit, stage area, food and beverage
20 service, and on-site parking for vehicles and golf carts.
21 Operation of any outdoor sports court lighting, outdoor events
22 and use of a-stage for any events shall be discontinued at
23 11:00 PM and shall comply with the City of DeLand noise
24 ordinance.

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3. The Cresswind DeLand resident's private lakefront park on Lake Winnemissett including walkways; picnic shelters; kayak, canoe and paddleboard storage racks sufficient to accommodate no more than 15 non-motorized watercraft; one (1) dual slip boat dock with covered boat lift(s) sufficient to accommodate not more than two (2) pontoon boats owned by the POA; boat house; boat launch. The boat launch (launch ramp) shall be gated and shall not be accessible for the launching of a motorized craft by any person other than employees or other authorized representatives of the POA. The launch ramp shall only be utilized for launching and recovering the two POA owned pontoon boats and the non-motorized craft stored on the kayak, canoe and paddleboard racks and no personally owned motorized craft may be launched or recovered. The lakefront park shall be limited to use during daylight hours between dawn to dusk. All parking shall be included within the onsite Amenity area parking lot. Direct lakefront park access for vehicles shall be limited to emergency vehicles and community maintenance vehicle only. The development of the lakefront park shall be generally in accordance with the provisions set forth in the Planned Development Plan.

I. Development Standards. All development for the property shall rely upon

1 the standards set forth below for each phase of development as identified on the Planned
 2 Development Plan. The total number of dwelling units permitted for all Phases shall be
 3 600 units, with the proposed mix of 60 Foot Lots, 50 Foot Lots and 40 Foot Lots. The
 4 majority of the lots located closest to Lake Winnemissett Drive will be 60' lots to maximize
 5 the pervious and recharge area for Lake Winnemissett as shown on the Planned
 6 Development Plan.

7 1. Single Family Residences

8 Minimum lot area: 4,800 sf
 9 Minimum lot width: 40 feet. (measured at front
 10 Set back)

11 Minimum setbacks: 40 Foot Lots 50 Foot Lots 60 Foot Lots

12 Building

13 a. Front: 15 feet 15 feet 15 feet
 14 b. Rear: 10 feet 10 feet 10 feet
 15 c. Side: 5 feet 5 feet 5 feet
 16 d. Side Corner: 15 feet 15 feet 15 feet

17
 18
 19
 20 Garage: 40 Foot Lots 50 Foot Lots 60 Foot Lots

21 Front Facing 22 feet* 22 feet* 22 feet*

22 Side Facing 15 feet 15 feet. 15 feet

23 *Minimum 25 feet from back of sidewalk to face of front facing garage.

24 (See lot details on Development Plan Map)

1 Pools, Hot Tubs, Cabanas and similar structures:

2		40 Foot Lots	50 Foot Lots	60 Foot Lots
3	a. Front:	Not Permitted	Not Permitted	Not Permitted
4	b. Rear:	5 feet	5 feet	5 feet
5	c. Side:	5 feet	5 feet	5 feet
6	d. Side Corner:	15 feet	15 feet	15 feet

7 Patios, Screened Enclosures:

8		40 Foot Lots	50 Foot Lots	60 Foot Lots
9	a. Front:	Not Permitted	Not Permitted	Not Permitted
10	b. Rear:	3 feet	3 feet	3 feet
11	c. Side:	5 feet	5 feet	5 feet
12	d. Side Corner:	15 feet	15 feet	15 feet

13 Fences

14		40 ft. Lots	50 ft. Lots	60 ft. Lots
15	a. Front:	Not Permitted	Not Permitted	Not Permitted
16	b. Rear:	0 feet	0 feet	0 feet
17	c. Side:	0 feet	0 feet	0 feet
18	d. Side Corner:	10 feet	10 feet	10 feet
19	e. Maximum Height:	6 feet	6 feet	6 feet

20				
21	Minimum living area (heated):		1,200 sq. ft.	
22	Maximum Lot Impervious Area		75%	
23	Maximum Lot sod coverage		50% of pervious lot area	
24	Maximum Project Impervious Area		50 % (Not including lake or	

wetland areas)

Maximum building height: 35 feet (2 story residential)
50 feet (nonresidential clubhouse &
guardhouse architectural elements)

2. Site

Landscape buffer requirements: Minimum 50-foot perimeter buffer along all boundaries. Existing wetlands, existing lakes and proposed lake areas shall be included as uses allowed within buffer areas (If right-of-way dedications are required by Volusia County, the landscape buffers will be measured from the new right-of-way line.) Existing vegetation within the buffers will be preserved to the extent practical, however changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using Florida-Friendly Landscaping (“Florida-Friendly”), as defined by the University of Florida/Institute of Food and Agricultural Sciences (“UF/IFAS”) Center for Landscape Conservation and Ecology.

Fences: Open style fencing shall be permitted along rear single family lot property lines to encourage visibility of water features, conservation areas and open spaces; however, this allowance shall not apply to those lots that share a common rear property boundary with another lot. One or more property owner’s association(s) (POA) shall be responsible for determination and

1 enforcement of fencing requirements within the development. A 6
2 foot to 8 foot height black vinyl coated chain link fence may be used
3 within the development's perimeter landscape buffers. A 6 foot
4 height black vinyl chain link fence may also be used to surround City
5 owned lift stations provided they are screened with landscape hedge
6 material.

7 Open Space: Open Space and/or Common Area shall meet
8 the requirements of the Land Development Regulations Ordinance
9 No. 2013-11, as amended.

10 Entry Features: Development entry features not including
11 Guardhouse elements may incorporate architectural variations
12 between 4 feet to 16 feet as measured vertically from the finished
13 grade at the base of the structure for architectural columns or walls.
14 The design for all entry features and walls shall be substantially
15 similar to the elevations as shown on sheet P-5, Signage Plan and
16 Details of Exhibit "B" attached. Fences or walls surrounding the
17 subdivision but not located at the project entry locations may not
18 exceed 8 feet.

19 Parking: Unless otherwise defined herein, parking shall be
20 provided in accordance with the Land Development Regulations
21 Ordinance No. 2013-11, as amended. On-street parking
22 shall be permitted within designated parking spaces on site only.
23 The general locations of on street parking have been shown on the
24 Development Plan Map Sheet P-2. The final locations of on-street

1 parking spaces shall be determined at subdivision approval. On-
2 street overnight parking shall not be permitted in undesignated areas
3 and the POA for the development shall be responsible for enforcing
4 parking restrictions.

5 All single-family dwelling, guest, and code required parking within an
6 individual phase shall be provided by a driveway to accommodate a
7 minimum of two (2) standard size vehicles (parked cars, pick-up truck
8 or SUV) and single-family garages designed with adequate space to
9 park at least two (2) standard size vehicles. The Developer or POA,
10 whichever controls the subdivision common areas at the time, shall
11 ensure that an individual lot owner seeking building permits shall
12 demonstrate compliance with this paragraph as part of the
13 construction permit submittal for a lot.

14 Garages: Individual homes may utilize a side or front garage
15 access design concept to reduce the physical prominence of
16 garages within the development. Garages must incorporate
17 architectural treatments at the same level of detail and quality as the
18 primary façade.

19 Design: In order to ensure architectural diversity, the owner
20 and its successors or assigns shall ensure that no single family
21 residence is constructed side by side or directly across the street
22 from another residence of the same plan, elevation and color. No two
23 (2) single family dwelling units located side by side shall have the
24 same combination of exterior colors. The POA for the development

1 shall be responsible for enforcing these regulations, not only at the
2 time of development but in the future.

3 Lighting: Streetlights, pathway lighting, parking lot, clubhouse,
4 boat house, and sports court lighting shall utilize full cut off (Dark
5 Sky) fixtures. Said fixtures shall be maintained by the POA.
6

7 J. Environmental Considerations. All landscape buffers noted on the Planned
8 Development Plan as “natural” must contain an amount of visual screening equal to the
9 Landscape Buffer Standard C (30 feet) per Table 33-92.02(b) of the Land Development
10 Regulations Ordinance No. 2013-11, as amended. If landscape buffers in their natural
11 condition contain insufficient plant material to meet the visual screening standard, the
12 Developer will bring the buffer into compliance with the Buffer Standard referenced above.
13 Said plantings shall be in place on or before the completion of construction for those
14 proposed improvements and/or homes, as the case may be, which front a required buffer.
15 Buffer standard shall not apply in adjacent areas where existing wetlands, existing lakes
16 or proposed lakes are present within the buffer areas.

17 The Planned Development Plan encourages environmental preservation and
18 sustainable development through the provision of substantial perimeter buffers, natural
19 areas, wetland conservation easements, open space, the incorporation of elements of
20 Impact Development (“LID”) stormwater strategies, as developed by the UF/IFAS, Center
21 for Landscape Conservation and Ecology, and use of Florida-Friendly Landscaping. The
22 proposed buffers will add Florida-Friendly vegetation where needed to screen adjoining
23 residential properties. The Planned Development Plan depicts a minimum fifty (50) foot
24 perimeter buffer along the east, north and south sides of the development, and a

1 combination of existing natural areas, wetlands and stormwater ponds along Lake
2 Winnemissett Drive on the west, to preserve the existing scenic roadway. A passive park
3 with walkway, to the extent approved by easement holders, is proposed through the
4 existing power line and gas line easements through the center of the development. The
5 proposed minimum twelve (12) foot wide paved walkway, if approved, will be connected
6 to various locations throughout the development as depicted on the Planned
7 Development Plan. Existing trees and native vegetation within the power and gas line
8 easement areas will be retained to the extent practical and may be enhanced with Florida-
9 Friendly plantings, as approved by the easement holders. Maintenance, as approved by
10 the easement holders of the passive park, walkway, existing vegetation and any
11 easement holder approved landscape enhancements shall be the responsibility of the
12 POA. The Planned Development Plan shall meet the minimum environmental standards
13 of the Land Development Regulations Ordinance No. 2013-11, as amended.

14 Landscaping. The Developer shall incorporate Florida-Friendly planting principles
15 as part of any tree replacement required for development of the Property and shall plant
16 Florida-Friendly replacement and mitigation trees between Lake Winnemissett Drive and
17 the lakeshore. Temporary irrigation may be installed in the area between Lake
18 Winnemissett Drive and the lakeshore in order to ensure the successful establishment of
19 replacement trees planted in that area.

20 The POA(s) shall be responsible for community wide landscape, fertilizing and
21 irrigation, and maintenance, including on the individual lots within the Planned
22 Development. The POA shall require, as part of their maintenance contracts, that any
23 maintenance company contracted to perform fertilizer applications as part of said
24 community maintenance shall have a license from the Florida Department of Agricultural

1 and Consumer Services (FDACS) and each person responsible for application of
2 fertilizers shall hold a valid certificate of completion from the University of Florida Institute
3 of Food and Agricultural Science (UFIFAS) for Green Industry Best Management
4 Practices. In addition, the following restrictions shall be observed as part of the POA's
5 community wide maintenance, the fertilizer application within the Planned Development
6 shall be consistent with the requirements of Article VIII, Sections 50-522 through 50-533
7 of the Volusia County Code of Ordinances, which established County-wide Florida-
8 Friendly Best Management Practices for Protection of Water Resources and shall include
9 the following specific restrictions:

10 From June 1 through September 30, do not apply fertilizers containing nitrogen or
11 phosphorus to lawn or landscape buffer areas.

12 Nitrogen fertilizer must contain at least 50 percent slow release nitrogen (SRN)
13 and no more than four pounds of nitrogen per 1000 square feet may be applied to
14 turf or landscape plants each year.

15 No fertilizer may be applied to impervious surfaces and any spillage or overcasting
16 must be removed.

17 Only one annual application of phosphorous not exceeding 0.25 pounds per 1000
18 square feet per 1000 square feet shall be permitted only if soil analysis
19 demonstrates a need for the application of supplemental phosphorous to ensure
20 plant health.

21 No fertilizers containing nitrogen or phosphorus shall be applied to the 50-foot-
22 wide natural Tree Protection Area (TPA) surrounding the Property or within any
23 slope adjacent to a wetland, lake, tree preservation area, proposed littoral zones
24 as shown on the approved Development Plan or in the area located west of Lake

1 Winnemissett Drive.

2 The fertilization plans and standards implemented by the POA for the Cresswind
3 DeLand PD shall be submitted to the Program of Resource Efficient Communities
4 at the University of Florida for peer review and recommendations.

5 Landscaping throughout the Planned Development, including within the individual
6 lots, shall be designed by a LEED certified landscape architect and shall primarily
7 incorporate the use of Florida-Friendly Landscaping approved plants.

8 Irrigation. As a result of concerns relating to the introduction of elevated levels of
9 nitrogen and phosphorous to areas that drain into Lake Winnemissett, reclaimed water
10 may only be used for irrigation in the area of the Planned Development located east of
11 the western boundary of the powerline easement depicted on the Planned Development
12 Plan. In the area located west of the western boundary of the powerline easement, as
13 depicted on the Planned Development Plan, irrigation shall be provided through a
14 combination of wet stormwater ponds located in that area of the Planned Development
15 and irrigation wells that access the Floridan Aquifer and do not exceed six (6) inches
16 outside diameter or 100,000 gallons per day of volume may be used to supplement the
17 available stormwater, subject to approval of the St. Johns River Water Management
18 District.

19 As part of any Preliminary or Final plat submittal, a tree survey shall be required.
20 Both Historical and Specimen trees meeting the species and size requirement of Land
21 Development Regulations Ordinance No. 2013-11, as amended, shall be located and
22 shown on a survey. Historic trees located in the tree preservations areas shown on the
23 Planned Development Plan will be preserved. Any historic tree not located in a tree
24 preservation area is permitted to be removed and will be replaced at the required

1 percentage provided for in Section 33-57.05(d) of the Land Development Regulations.
2 Trees located within wetlands (including wetland buffers) are not required to be located
3 or counted. Other trees, excluding those identified in City code as “nuisance trees”,
4 having a diameter of 6” or larger may be grouped into defined areas on the tree survey
5 and an average number of trees determined based on an actual count of trees inside a
6 smaller sub-area within the larger defined area.

7 Unless otherwise stated herein, tree removal and replacement shall be done at the
8 ratios identified in City Code Section 33-57, as amended. Trees planted within approved
9 on-site private road rights-of-way may count towards required lot trees. Trees within any
10 proposed lot, amenity site or open space parcel shall be exempt from City Code Section
11 33-57.07(b)5. The Developer shall not be responsible for the replacement of those
12 currently existing trees within utility easements which are later removed by the utility
13 provider or required to be removed as part of this development. The area within the
14 existing power and gas line utility easements shall be exempt from City Code Section 33-
15 57.07(a)2. Land area located below normal water line of Lake Winnemissett shall be
16 exempt from all requirements of City Code Section 33-57. Trees may be planted within
17 the existing on-site wetlands or Lake Winnemissett shoreline to meet the requirements of
18 City Code section 33-57.07(a)1 provided said trees shall be wetland-friendly native
19 species and compliant with SJRWMD permits and standards. Where proposed wet
20 detention lakes are located within PD Buffer areas, the Developer shall plant littoral zones
21 along the shoreline adjacent to the PD boundary or adjacent to the existing wetland areas
22 within the Planned Development. Littoral zones shall be a minimum of ten (10) square
23 feet per linear foot of shoreline located within a buffer adjacent to any property line. Littoral
24 zones shall extend a minimum of 2.5 vertical feet below control water line and include an

1 upland transitional planting zone 2.5 vertical feet above the control water line. Littoral
2 plantings including upland transition zones shall be wetland-friendly and native species.
3 Any existing trees transplanted on-site shall be credited at twice it's caliper inches towards
4 the overall project tree replacement requirements. Transplanted trees shall be monitored
5 for a period of three (3) years to determine survivability. Any transplanted tree that does
6 not survive shall be mitigated for at the ratios identified in City Code Section 33-57, as
7 amended. Non-specimen and specimen trees may be relocated or removed from
8 proposed individual single family lots provided they are replaced in accordance with this
9 Agreement. Historic tree removal and replacement shall be conducted as required by
10 Section 33-57.05(d). Portions of Tree Protection Areas may be less than 30 feet in width
11 when connected to larger Tree Protection Areas. Any amendments to an approved Tree
12 Removal and Replacement Plan to accommodate actual project site conditions may be
13 processed administratively by the City Forester. All existing and new trees planted within
14 project open space tracts, common area tracts, littoral zone areas, parks and private
15 rights-of-ways shall be the maintenance responsibility of the POA. The clearing of the
16 proposed Lakefront Park shall be limited to preserve existing trees. No other portions of
17 the lakeshore shall be cleared unless required to remove invasive species pursuant to
18 and compliant with SJRWMD requirements or City permits and any areas where invasive
19 species are removed will be replanted with Florida-Friendly trees, as approved by the
20 City.

21

22 K. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
23 sewage disposal and potable and reclaimed water needs of the PD will be provided in
24 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the

1 Land Development Regulations Ordinance No. 2013-11, as amended, and State of
2 Florida Administrative Code 64E-6. The City Commission specifically recognizes that the
3 installation of reclaimed water on the western portion of the Planned Development is
4 restricted by the terms of this Development Agreement in order to protect the water quality
5 in Lake Winnemissett and specifically finds that the limitation of the use of reclaimed water
6 for irrigation in that part of the development, as proposed herein, is consistent with the
7 overall goals, policies and objectives of the Comprehensive Plan. Reclaimed water lines
8 shall be extended to the Planned Development by the Developer so that reclaimed water
9 is available for irrigation of all property east of the powerline easement as more
10 particularly described in Section J above.

11

12 L. Stormwater Drainage. Provision for stormwater retention shall be in
13 accordance with the Land Development Regulations Ordinance No. 2013-11, as
14 amended except that onsite wet detention volume will provide not less than fifty percent
15 (50%), cumulatively throughout the project, more permanent pool volume than the
16 required SJRWMD design criteria in order to provide additional water quality protection
17 to Lake Winnemissett. Low Impact Development features such as bioswales, rain
18 gardens and other similar features intended to encourage natural uptake of stormwater
19 within the natural areas of the Planned Development shall be incorporated as elements
20 in the stormwater system. The City of DeLand shall have no maintenance responsibilities
21 whatsoever with respect to the stormwater system on the property. The City is, however,
22 hereby granted an irrevocable license to enter upon the property to conduct any work
23 which is required to maintain the stormwater system which has not been performed by
24 the POA, and the POA shall be liable for any costs incurred by the City in connection

1 therewith. Pond 2 as shown on sheet P-2 of the Planned Development Plan shall be
2 designed as a dry detention facility to promote increased infiltration to groundwater.
3 Where practical, runoff from the rear of lots shall be directed to planned open space areas
4 to promote increased infiltration to groundwater prior to entering stormwater management
5 system. Where practical additional permeant pool volumes shall be increased within the
6 storm water detention areas to promote increased infiltration to the underlying
7 groundwater stratum.

8 If permitted by SJRWMD, storm water ponds 1 and 4 shall overflow through
9 adjacent wetland areas 4 and 5, as shown on the Planned Development Plan, prior to
10 discharge to Lake Winnemissett.

11 In addition to the SJRWMD required water quality treatment criteria, other best
12 management practices (BMP's) to be incorporated into the stormwater drainage system
13 shall, to the extent practicable and otherwise permitted by applicable regulations, include:

14 Oil / trash separator in the outfall control structures at discharge points from
15 detention ponds.

16 Where practical, vegetative contact of rear yard runoff to promote infiltration prior
17 to entering storm water system.

18

19 M. Access and Transportation System Improvements. Unless otherwise
20 stated in this Agreement, all access and transportation system improvements shall be
21 provided in accordance with the Land Development Regulations Ordinance No. 2013-11,
22 as amended. The parcel shall be developed in substantial accordance with the following
23 access and transportation system improvements:

24

1 1. Access. Two (2) private, gated access road connections to the
2 development as shown on Exhibit B shall be from Old East New York Avenue.
3 Exhibit B indicates the anticipated connection locations; however, the final
4 locations may vary due to final engineering design and permitting considerations.
5 No road connections to Lake Winnemissett Drive shall be permitted. Emergency
6 access connections from Lake Winnemissett Drive to the proposed Amenity Site
7 may be permitted if required by the City Fire Marshall. Said emergency access will
8 be strategically incorporated into any planned paved walkway from the Amenity
9 site to the proposed Lakefront Park. Limited gated connections for emergency
10 access, easement holder use or others to the existing dirt road north of the
11 Property shall be permitted. Such access points shall be determined during the
12 subdivision review process and shall comply with specifications determined by the
13 City of DeLand, based upon the nature of the use of the connections.

14
15 2. Transportation System Improvements. Transportation system
16 improvements will be provided as required by permitting agencies having
17 jurisdiction thereof. During the subdivision review process, the applicant or its
18 successors shall enter into a proportionate fair share agreement with Volusia
19 County and hereby agrees that Volusia County may dictate that all funds collected
20 pursuant to such agreement may be used for improvements to the State Road 44
21 corridor, including but not limited to the Beresford Avenue extension and Kepler
22 Road round-a-bout. Moreover, the applicant or its successors hereby waives any
23 right it may have to request a reduction in road impact fees pursuant to Volusia
24 County Code, State Statute, or any other applicable law and recognizes that

1 payment of road impact fees in full and without reduction was an integral part of
2 the consideration for the approval of this development.

3
4 N. Internal Roadways. Internal roadways for the property shall be provided in
5 accordance with the Land Development Regulations Ordinance No. 2011-13, as
6 amended. Unless otherwise specified herein, all local streets and sidewalks within the
7 property shall be private and dedicated to the POA as part of Final Subdivision Plat
8 Development Order. The City of DeLand shall not have any maintenance responsibilities
9 for streets, sidewalks, or any other facilities. Streets shall be maintained and resurfaced
10 in accordance with street maintenance industry best practices. In order to limit the
11 amount of impervious area within the Planned Development, the width of all paved streets
12 shall be twenty (20) feet, rather than twenty-four (24) feet as typically required by the
13 City's Land Development Regulations, except at entryways into the project where wider
14 pavement is required by the City for ingress and egress of emergency or service vehicles.
15 Sidewalks shall be maintained free and clear of all tripping hazards in accordance with
16 sidewalk maintenance industry best practices. Street trees shall be pruned in such a
17 fashion to maintain the health of the trees and to maintain the appropriate vertical
18 clearance for garbage trucks and fire engines. The City of DeLand shall have no
19 maintenance responsibilities whatsoever with respect to the streets or sidewalks on the
20 property. The City is, however, hereby granted an irrevocable license to enter upon the
21 property to conduct any work which is required to maintain the streets or sidewalks which
22 has not been performed by the POA, and said association shall be liable for any costs
23 incurred by the City in connection therewith. Typical roadway cross section shall be in
24 accordance with those shown on the Planned Development Plan. The Developer shall

1 work with the City to construct or contribute funds equal to the cost to construct to the City
2 to install three (3) speed tables, with associated signage, along Lake Winnemissett Drive
3 within the boundary of the Planned Development Plan, as permitted by the City. One
4 speed table will serve as the pedestrian crossing for Lake Winnemissett Drive between
5 the amenity center and lakefront park, as shown on the Planned Development Plan, and
6 the remaining two shall be in locations approved by the City during subdivision review.

7

8 O. Signage. The location and size of entrance signage and
9 monumentation at the projects two (2) access road connections as well as temporary
10 marketing signage along the project's southern property line and internal private roads
11 shall be consistent with the approved Planned Development Plan. Signage and
12 monumentation may be placed within private rights-of-way provided they meet FDOT and
13 Volusia County standards for setbacks and sight lines. Any temporary or permanent
14 signage located within a public right-of-way shall require a permit and maintenance
15 agreement. Temporary signage is intended to be used for the duration of the project
16 development and shall be allowed to remain in place until the last single-family home
17 permit has been issued by the City, but in no event longer than ten (10) years.

18

19 P. Sales Center. Applicant intends to develop a central Sales center area to
20 be used during the life of the project. The sales center shall consist of the following
21 temporary facilities to be located within homes to be built on 1 or more platted lots:

22 Sales Office (converted model home)

23 Design Center (converted model home)

24 Up to 18 Model Homes

- 1 Temporary Parking Lot
- 2 Temporary Construction Trailer(s) (may be converted model home)
- 3 Up to 3 Stay and Play Homes

4 The sales center hours of operation shall be:

- 5 Monday Through Friday 9:00 AM to 6 PM
- 6 Saturday and Sunday 9:00 AM to 6 PM

7 Special Marketing and after-hours Events shall be permitted including
8 installation of temporary tents and restroom facilities.

9 In addition to the above temporary uses, the Sales Center and model area are intended
10 to have a trap fence. Sales Center trap fencing shall be allowed to be placed across
11 private roadways provided emergency vehicle access gates are included with Knox lock
12 system suitable to the City's fire and police departments.

13

14 Sales Center, Design Center, Model Homes and Construction Trailers may commence
15 construction upon approval of a Preliminary Plat and final construction plans and
16 completion of a stabilized access to the Sales Center area for emergency vehicles. Any
17 temporary structurally supported covered entry to either the Sales Office or Design Center
18 or Construction Trailer to facilitate entry into the side of either building shall not be subject
19 to side yard setbacks provided the adjoining area is a vacant lot, right-of-way or temporary
20 parking lot. Unless otherwise approved by the City, once the Sales Center and Design
21 Center are done being used, the Applicant shall remove all temporary structures and
22 convert the remaining model to comply with the requirements of this Development
23 Agreement and the City building code.

24

1 Q. Lake Winnemissett Drive. The applicant shall dedicate to The City of
2 DeLand right-of-way covering the existing Lake Winnemissett Drive, plus a distance of 10
3 feet behind the existing curb on each side of the road. The applicant shall also dedicate
4 20 foot wide drainage easements over existing storm water discharge points from the
5 Lake Winnemissett Drive curb line to the edge of water at Lake Winnemissett.

6
7 R. Building or Property Owners Association. The applicant shall form a
8 property owners association(s) for the property, and the charter and by-laws of said
9 association(s) and any other agreements, covenants, easements or restrictions shall be
10 furnished to the City of DeLand at the time of creation. The applicant shall be responsible
11 for recording said information in the Public Records of Volusia County, Florida. Also, the
12 applicant shall bear and pay all costs for recording all of the aforementioned documents.

13 With respect to the enforcement of said agreements, covenants, easements or
14 restrictions entered into between the applicant and the owners or occupiers of property
15 within Cresswind DeLand PD, the City of DeLand shall only enforce the provisions of the
16 Development Agreement and City of DeLand Land Development Regulations Ordinance
17 No. 2013-11, as amended, whichever is applicable, and not the private agreements
18 entered into between the aforementioned parties. Notwithstanding the foregoing, the City
19 hereby adopts and incorporates into the terms of this Development Agreement certain
20 deed restrictions relating to the use and development of the Property that may be
21 enforced by the City of DeLand as material terms to this Development Agreement:

- 22
23 1) Lake Shore Uses. Except as may be expressly allowed by this Development
24 Agreement, no commercial, residential, agricultural, industrial or other activity

1 or development shall be undertaken or allowed on the shore of Lake
2 Winnemissett.

3 2) Removal of Trees from Shore of Lake Winnemissett. Except for removal of
4 trees as reasonably required in connection with the development of the
5 improvements adjacent to the shore of Lake Winnemissett and except for
6 removal of non-native or invasive species, removal of dead, dangerous,
7 damaged or diseased trees and tree limbs, or except for normal and customary
8 trimming of limbs no higher than six (6') feet above ground level in order to
9 enhance the visibility of the Lake from the Property and except for normal and
10 customary trimming of all limbs for safety or storm preparation purposes,
11 except as the result of force majeure, the removal, destruction or damaging of
12 trees within the area between Lake Winnemissett Drive and the shore of Lake
13 Winnemissett shall not be permitted. The POA shall re-establish trees
14 removed, destroyed or damaged in violation of this provision with trees of
15 equivalent or like kind and condition as those removed, destroyed or damaged.
16 Any invasive trees removed along the Lake Winnemissett shoreline will be
17 replaced with Florida-Friendly trees to maintain the natural shoreline and tree
18 canopy over Lake Winnemissett Drive.

19 3) Prohibited Uses on the Property. Except as may be expressly allowed by this
20 Development Agreement, the Property shall not be used for any purpose other
21 than single family residential uses and ancillary uses to single family residential
22 uses on the Property.

23 4) Waters. Except as may be expressly allowed under the terms of this
24 Development Agreement, no use, access to, construction, development, filling,

1 dredging or other modifications shall be allowed in or adjacent to the shore of
2 Lake Winnemissett.

3 5) Construction and Improvements. Except as may be expressly allowed under
4 terms of this Development Agreement and associated permits issued in
5 connection with the development permitted herein, there shall not be any
6 construction of, or the placing of additional buildings, utilities, infrastructure,
7 roads or other structures or improvements on, under, or adjacent to the shore
8 of Lake Winnemissett.

9
10 S. Reverter Provision. The City Commission may rezone the project in the
11 event a final subdivision plat development order is not obtained for any phase of
12 development on or before 5 years from the effective date of this Development Agreement,
13 if necessary or appropriate to protect adjoining properties or the public health, safety and
14 welfare, unless the City Commission, for good cause shown, extends the time period
15 indicated in this paragraph.

16 Provided Developer has commenced development of the project within the 5-year
17 time frame from the effective date and continues to actively develop ongoing phases as
18 demonstrated by issuance of development permits and building permits, then no rezoning
19 by the City shall occur unless otherwise requested by then owner.

20
21 T. Binding Effect of Plans; Recording; and Effective Date. Unless otherwise
22 provided for herein, the Planned Development Plan, including any and all amendments
23 shall bind and inure to the benefit of the Applicant and his successor in title or interest.
24 The Cresswind DeLand PD zoning, provisions of the "Development Agreement," and all

1 approved plans shall run with the land and shall be administered in a manner consistent
2 with Article XII of the City of DeLand Land Development Regulations Ordinance No. 2013-
3 11, as amended. To the extent the Development Agreement includes references to
4 specific sections of the City of DeLand Land Development Regulations, those references
5 are intended to incorporate the standards in effect as of the date of the Development
6 Agreement. Any subsequent amendments that change the references sections of the
7 Land Development Regulations shall not change the standards incorporated in the
8 Development Agreement.

9 This Development Agreement and the Ordinance by which it is adopted shall be
10 void and of no force or effect unless, on or before December 31, 2021, either 1) the
11 property described in the attached Exhibit "A" is purchased by the Applicant and a deed
12 for the transfer of such property is recorded in the public records of Volusia County,
13 Florida; or 2) the owner of such property files with the City of DeLand a notice waiving the
14 requirement for the transfer of the property.

15 This Development Agreement and the Ordinance by which it is adopted, and all
16 subsequent amendments shall be filed with the Clerk of the Court and recorded within
17 forty-five (45) days following execution of the document by the City Commission, in the
18 Official Records of Volusia County, Florida. One copy of the document, bearing the book
19 and page number of the Official Record in which the document was recorded, shall be
20 submitted to the Planning Department for placement in the public file. The date of
21 recording of this document shall constitute the effective date of Cresswind DeLand PD or
22 its subsequent amendments. The applicant shall pay all filing costs for recording
23 documents.

24 DONE and ORDERED by the City Commission, City of DeLand, Florida,

1 this 23rd day of September, 2020.

2
3
4

5 ATTEST:

City Commission of DeLand Florida

6 Michael Pleus

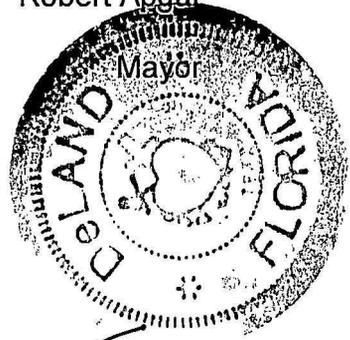
Robert Apgar

7 Michael Pleus
8 City Manager

Robert Apgar
Mayor

ATTEST:

Julie A. Hennessy
Julie A. Hennessy, MMC
City Clerk - Auditor



10 STATE OF FLORIDA
11 CITY OF DELAND

12 The foregoing instrument was acknowledged before me by means of physical
13 presence or online notarization this 23rd day of September, by Michael
14 Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on
15 behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Julia M. Hewitt

Commission No.: 02908791

My Commission Expires: 12/29/20



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WITNESSES:

Shawnda mines
Shawnda mines

SUMMER D MEENTS

Summer Directs

By: Owner

Lake Park Estate LLC,
a Florida limited liability company

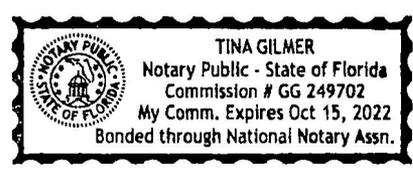
By: *Elizabeth F Williams*

Elizabeth F. Williams, Manager

By: *Earl W Colvard*

Earl W. Colvard, Manager

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of Sept, by Elizabeth F. Williams and Earl W. Colvard, Manager and Manager of Lake Park Estate LLC, as Owner, who are personally known to me or who have produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Tina Gilmer

Tina Gilmer

Commission No.: GG 249702

My Commission Expires: Oct. 15, 2022

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WITNESSES:

By: Applicant

KH Acquisitions LLC,
a Florida limited liability company
as contract purchaser

By: The Kolter Group LLC

A Florida limited liability company
Its' Manager

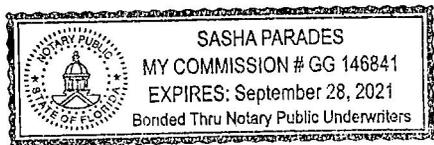
Cindy Cleary

By: [Signature]
William Johnson, Manager

[Signature]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of September, by William Johnson, Manager of The Kolter Group LLC, as Applicant, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA



Type or Print Name: Sasha Parades
[Signature]

Commission No.: 146841

My Commission Expires: 9/28/21

EXHIBIT A**CRESSWIND – DELAND LEGAL DESCRIPTION (PER TITLE COMMITMENT)**

LANDS SITUATED IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOTS 12 THROUGH 17 INCLUSIVE, AND LOTS 28 AND 29, ASSESSORS MAP OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2737.14 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID LOT 28; THENCE RUN NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 18, SAID ASSESSOR'S MAP OF WINNEMISSETT, A DISTANCE OF 1592.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 264 FEET OF SAID LOT 18, THENCE RUN NORTH 01 DEGREES, 31 MINUTES 18 SECONDS WEST, ALONG SAID EAST LINE OF THE WEST 264 FEET, A DISTANCE OF 166.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID LOT 18; THENCE RUN NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 18, A DISTANCE OF 264.12 FEET TO THE WEST LINE OF SAID LOT 18 AND THE WEST LINE OF LOTS 21 AND 22 OF SAID ASSESSOR'S MAP OF WINNEMISSETT; THENCE RUN NORTH 01 DEGREES 31 MINUTES 18 SECONDS WEST, ALONG SAID WEST LINE OF LOTS 18, 21 AND 22, A DISTANCE OF 1079.32 FEET TO THE NORTH LINE OF SAID ASSESSOR'S MAP OF WINNEMISSETT AND THE NORTH LINE OF THE AFORESAID SECTION 13, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, ALONG SAID NORTH LINE OF SECTION 13, A DISTANCE OF 1338.00 FEET TO THE NORTHEAST CORNER OF SAID MAP AND THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1342.24 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, THENCE RUN SOUTH 01 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2824.25 FEET TO THE NORTHEAST CORNER OF THE SOUTH 7/8 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 545.12 FEET TO A POINT ON THE WEST LINE OF THE EAST 545 FEET OF SAID SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 01 DEGREES 41 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 545 FEET, A DISTANCE OF 1238.51 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 44; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 810.31 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 644.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET AND A CENTRAL ANGLE OF 20 DEGREES 22 MINUTES 00 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 353.84 FEET; THENCE RUN NORTH 34 DEGREES 47 MINUTES 32 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 122.79 FEET; THENCE RUN SOUTH 55 DEGREES 12 MINUTES 24 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 34 DEGREES 47 MINUTES 32 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.43 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 995.42 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 15 MINUTES 03 SECONDS WEST; A CHORD DISTANCE OF 133.04 FEET, AND A CENTRAL ANGLE OF 07 DEGREES 39 MINUTES 49 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 133.14 FEET; THENCE RUN SOUTH 57 DEGREES 25 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 215.16 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 355.86 FEET; THENCE RUN NORTH 88 DEGREES 56 MINUTES 01 SECONDS WEST, A DISTANCE OF 1285.28 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THAT LIES WITHIN LAKE WINNEMISSETT DRIVE. SAID PROPERTY CONTAINING +/- 318.4 ACRES.



LEGEND

	Property Boundary		Utility Easement Open Space
	Wetland Conservation		Other Open Space
	Wetland Impacts		Stormwater Pond
	60' Right-Of-Way		Tree Preservation Area
	50' Right-Of-Way		Conceptual Trail System
	Model Homes, Sales And Design Center		Right-Of-Way Dedication
	Community Amenity		Enhanced Pond Littoral Shelf Planting
	Landscaped Entry Feature		Lakefront Park

GRAPHIC SCALE: 1" = 800'

On-Street Guest Parking (2 Spaces. See Sheet P-3)

SITE DATA AND OPEN SPACE CALCULATIONS

Description	Ac. +/-	%
Total Site Area:	318.4	
Less Lake Winnemissett Area:	51.7	
Less Lake Winnemissett Road 43' ROW:	3.7	
Net Landward Area:	263.0	
Retention Ponds ² :	27.2	
Tree Preservation Areas (TPA):		
Tree Preservation Areas:	35.5	13.5%
Net Wetland Conservation ¹ :	19.0	7.2%
Wetland Setbacks:	4.3	1.6%
Total TPA¹:	58.8	22.4%
Open Space		
Other Open Space ⁴ :	7.3	
Utility Easement:	21.0	
Stormwater Ponds and Pond Banks:	36.0	
Net Wetland Conservation ¹ :	19.0	
Wetland Setbacks:	4.3	
Amenity Site ⁵ :	6.6	
Tree Preservation Areas (TPA):	35.5	
Total Open Space Without TPA:	94.2	35.8%
Total Open Space With TPA:	129.7	49.3%
Impervious Surface Ratio (ISR):		
Net Landward Area:	263.0	
Pervious Areas:		
Stormwater Ponds and Pond Banks:	36.0	
Wetlands and Wetland Setbacks:	23.3	
Estimated Pervious Portion of Amenity Center ⁵ :	3.2	
Other Open Space ⁴ :	7.3	
Tree Preservation Areas (TPA):	35.5	
Utility Easement:	21.0	
Estimated Pervious Portion of Lots:	23.8	
Estimated Pervious Area of ROW ² :	5.6	
Total Pervious Area:	155.7	
Total Impervious Area:	107.3	40.8%

Notes:

- 1) Area does not include wetland setbacks and deducts 1.2 Acres of proposed wetland impact.
- 2) Sidewalks shall be provided on both sides of local roads in the 50' ROW section. Sidewalks shall only be required on one side of local roads in the 50' ROW section.
- 3) See Sheet P-4 for phasing and lot size distribution.
- 4) The open space and common area tracts will be owned and maintained by the Property Owner's Association.
- 5) A passive park with trail connections to residential development is proposed through the existing power line and gas line easement. The trail shall average 12 feet in width.
- 6) Tree preservation, buffers, tree removal and planting shall comply with the requirements of the Crosswind Deland Development Agreement and City of Deland Land Development Code as amended.
- 7) All potable water, wastewater and reclaim shall comply with the City of Deland Land Development Code as amended and the Florida Administrative Code 64E-6.
- 8) The proposed stormwater system shall comply with the City of Deland Land Development Code as amended, and the St. Johns River Water Management District requirements.
- 9) All utility and drainage easements shall be maintained by the Property Owner's Association.
- 10) Access to the Property may be gained and will be via two entrances along the Old E. New York Avenue.

NOTES

1. The Property shall be developed as an Age Restricted (55 and older) active adult development.
2. Sidewalks shall be provided on both sides of local roads in the 50' ROW section. Sidewalks shall only be required on one side of local roads in the 50' ROW section.
3. See Sheet P-4 for phasing and lot size distribution.
4. The open space and common area tracts will be owned and maintained by the Property Owner's Association.
5. A passive park with trail connections to residential development is proposed through the existing power line and gas line easement. The trail shall average 12 feet in width.
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9. All utility and drainage easements shall be maintained by the Property Owner's Association.
10. Access to the Property may be gained and will be via two entrances along the Old E. New York Avenue.

HEIDT DESIGN

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Engineering Business Certificate of Authorization No. 2072
Landscape Professional Certificate of Authorization No. LC20000005

CRESSWIND DELAND PD DEVELOPMENT PLAN MAP

PREPARED FOR: KHI ACQUISITIONS LLC

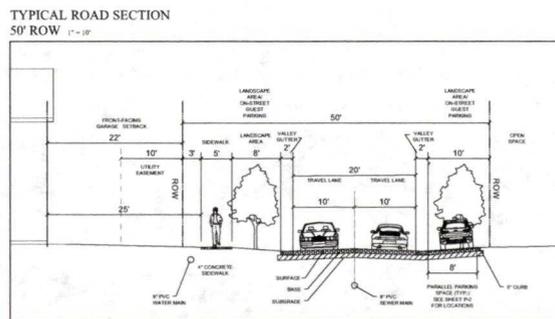
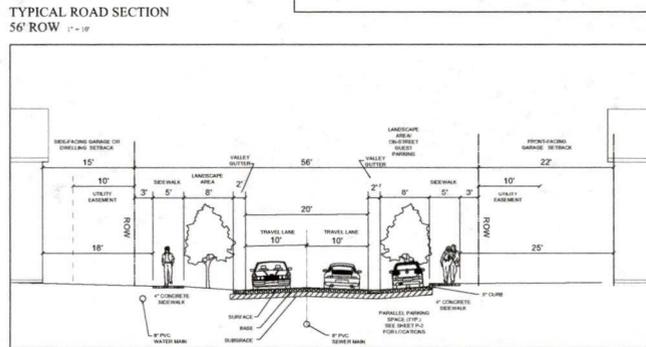
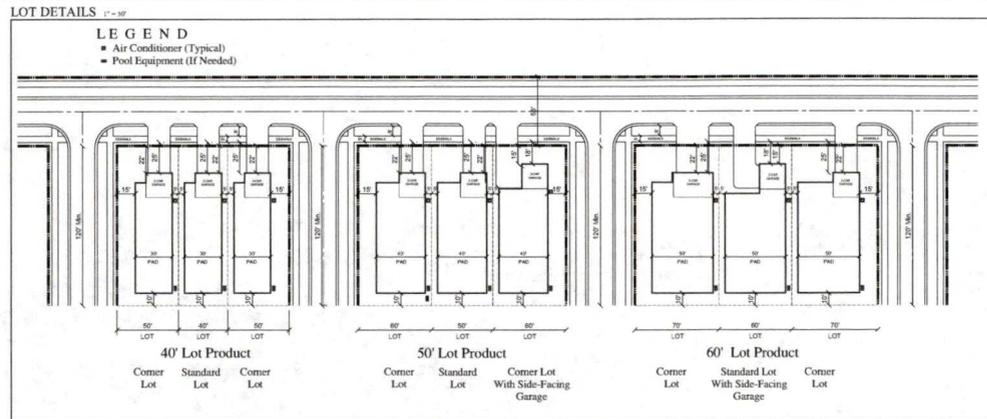
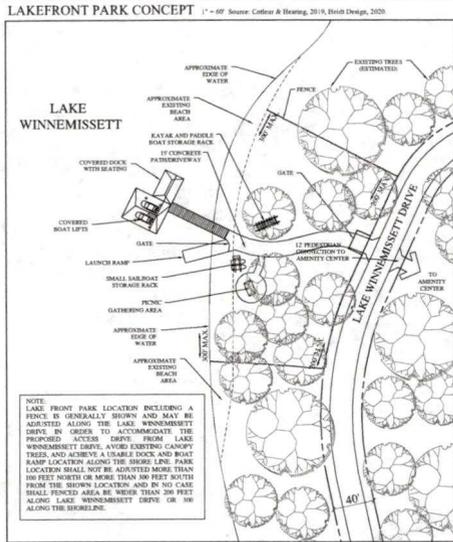
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10/09/19	DEVELOPMENT PLAN MAP
10/20/19	FINAL DEVELOPMENT MAP
10/20/19	FINAL COLOR ADJUST, REVISIONS
2/24/20	FINAL ENTRY FEATURE
2/24/20	FINAL OPEN SPACE CALCULATIONS

Applicant: Koller Group Acquisitions LLC
Mr. Scott Merion
105 NE 1st Street
Delray Beach, FL 33444
(561) 515-4450

Applicant's Representative: Heidt Design LLC
Mr. Michael Holbrook
1130-A Celebration Boulevard
Celebration, FL 34747
(321) 558-8211

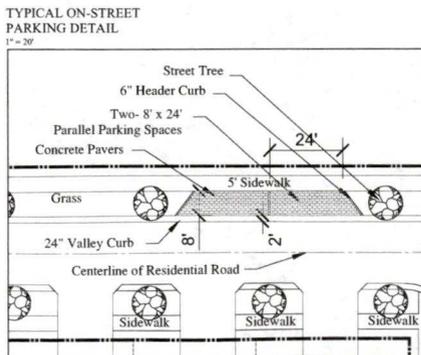
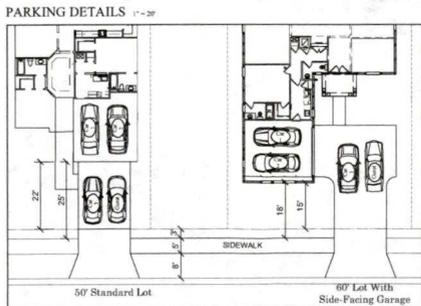
PROJECT NO: KAL LW 3002
DPM REV 1.16.20 Color
DESIGN BY: B. KIRALY
DRAWN BY: B. KIRALY

P-2-Color



Parking Standards

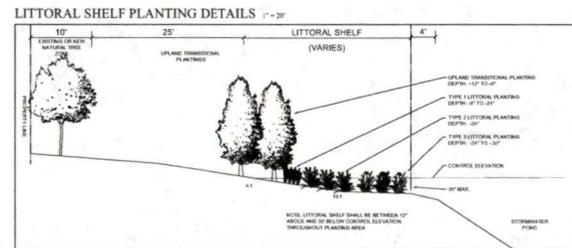
# Of Bedrooms	Parking Required	Guest Parking Req' (@ 0.25 Spaces/DU)	Total Parking Required	Parking Provided
1-3 Bedroom	2	0.5	2.5	4
4 Bedroom	3	0.75	3.75	4



LOT DEVELOPMENT STANDARDS

Minimum Lot Area:	4,800 SF
Minimum Lot Width:	40'
Building	40' Lots, 50' Lots, 60' Lots
a. Front	15', 15', 15'
b. Rear	10', 10', 10'
c. Side	5', 5', 5'
d. Side Corner	15', 15', 15'
Garage	
Front Facing	22', 22', 22'
Side Facing	15', 15', 15'
Pools, Hot Tubs, Cabanas and Similar Structures	
a. Front	Not Permitted, Not Permitted, Not Permitted
b. Rear	0', 0', 0'
c. Side	0', 0', 0'
d. Side Corner	15', 15', 15'
Fences, Screened Enclosures:	
a. Front	Not Permitted, Not Permitted, Not Permitted
b. Rear	0', 0', 0'
c. Side	0', 0', 0'
d. Side Corner	15', 15', 15'
Fences:	
a. Front	Not Permitted, Not Permitted, Not Permitted
b. Rear	0', 0', 0'
c. Side	0', 0', 0'
d. Side Corner	15', 15', 15'
e. Maximum Height	8', 8', 8'
Minimum Living Area (Husted):	1,500 SF
Maximum Lot Impervious Area:	75%
Maximum Project Impervious Area:	80%
Maximum Building Height Residential:	30'
Maximum Building Height Non-Residential:	50'

Notes:
1) A minimum of 8" from back of sidewalk to face of front-facing garage.



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Ecological Services • Landscape Architecture
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Landscape Architecture Certificate of Accreditation No. LC-00000141

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CRESSWIND DELAND PD

DETAILS

KH ACQUISITIONS LLC

PREPARED FOR

DATE	DESCRIPTION
10/20/20	DETAILS FINAL
10/20/20	REVISED DETAILS
10/20/20	REVISED DETAILS
10/20/20	REVISED DETAILS ADD ON STREET
10/20/20	REVISED DETAILS PERMIT PLAN
10/20/20	UPDATE PARK AND DRIVEWAY
10/20/20	ADD PARK FENCE AND NOTE

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PROJECT NO: KALW 1002
FILE: DETAILS
DESIGN BY: B. KIRALY
DRAWN BY: B. KIRALY

P-3



LEGEND

- 40' Lots
- 50' Lots
- 60' Lots
- Phase Line
- Model Center Area

GRAPHIC SCALE: 1" = 800'

PRELIMINARY LOT AND PHASE SUMMARY						
LOT SIZE	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	TOTAL
40'	35	37	22	27	25	146
50'	72	62	69	59	51	313
60'	32	27	20	29	30	138
SUBTOTAL	139	126	111	115	106	597

NOTES

Disclaimer:
This plan is preliminary and conceptual in nature and is provided for conceptual review. The lot arrangements, amenity design, and waterfront park design are subject to revision pending detailed engineering design, permitting, and planting tasks.

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 Chief of Office
 Professional Engineer
 Agricultural Services - Landscape Architecture

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CRESSWIND DELAND PD
 DEVELOPMENT
 PLAN MAP
 KH ACQUISITIONS LLC

PREPARED BY: [Signature]
 DATE: [Date]

DATE	DESCRIPTION
03/05/2018	DEVELOPMENT PLAN MAP
02/08/2018	COLOR-BY PHASING LOT LAYOUT
02/08/2018	COLOR-BY PHASING LOT LAYOUT
01/09/2018	ADD ENTRY FEATURE

Applicant:
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PROJECT NO:	KAL LW 1002
DATE:	03/05/2018
DESIGN BY:	B. KIRALY
DRAWN BY:	B. KIRALY

P-4-Color

