

**City of Holly Hill, Florida
Board of Planning and Appeals
Agenda | December 1, 2025**

City Commission Chamber

**Regular Board of Planning and
Appeals Meeting**

6:00 PM

**City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117**

City Clerk's Office: (386) 248-9441 – Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

PLANNING AND APPEALS BOARD

Members

Chairman
Mike Myer

Board Member
Dennis Smith

Board Member
John Danio

Board Member
Tony Cassata

Board Member
Kymberlee Nguyen

City Planner
Brian Walker

Building & Zoning
Leslie Montgomery

City Clerk
Valerie Manning

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Minutes**
 1. Minutes - October 6, 2025
(Requested by Leslie Montgomery, Board of Planning and Appeals)
 2. Minutes - August 4, 2025
(Requested by Leslie Montgomery, Board of Planning and Appeals)
6. **Agenda Item(s) - None**
7. **Ordinances**
 1. Zeball BPUD Rezone
(Requested by Brian Walker, City Planner / Assistant City Manager)
8. **Old Business**
9. **Board/Staff Communications**
10. **Adjournment**



**Board of Planning and Appeals
Minutes • October 6, 2025**

City Commission Chamber	Regular Board of Planning and Appeals Meeting	6:00 PM
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**City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117**

City Clerk's Office: (386) 248-9441 – Fax: (386) 248-9448

1. Call to Order

Meeting was called to order at approximately 6:00 PM.

2. Roll Call

Present:

Board Member Tony Cassata

Board Member John Danio

Board Member Dennis Smith

Board Member Michael Myer

Absent:

Board Member Kimberlee Nguyen

The Board members did not excuse Kimberlee Nguyen's absence.

3. Invocation

Mr. Myer led the invocation.

4. Pledge of Allegiance

Mr. Myer led the Pledge of Allegiance.

5. Minutes

1. Minutes - August 4, 2025

(Requested by Leslie Montgomery, Board of Planning and Appeals)

Reattaching these minutes for approval at the December 1, 2025 board meeting.

6. Agenda Item(s)

7. Ordinances

1. Comprehensive Plan Evaluation and Appraisal (EAR) Amendments

Mr. Walker went through this Ordinance for the EAR (Evaluation and Appraisal for the Comprehensive Plan with the Board. This will go before the City Commission as well at their October meeting.

ORDINANCE 3092

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, UTILITIES ELEMENT, COASTAL MANAGEMENT AND CONSERVATION ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted the City of Holly Hill Comprehensive Plan (“Comprehensive Plan”) in accordance with applicable law, now known as the Growth Policy Act (Chapter 163, Part II, Florida Statutes), which Comprehensive Plan has been subsequently amended; and

WHEREAS, Section 163.3191, Florida Statutes, requires local governments to evaluate their Comprehensive Plans periodically to determine if plans amendments are necessary; and

WHEREAS, on August 29, 2024, the Community Development Director provided a letter to the Department of Commerce confirming that the city would perform a review of the Comprehensive Plan and necessary amendments as part of an Evaluation and Appraisal Report of each of the Comprehensive Plan elements; and

WHEREAS, the proposed amendments to the Comprehensive Plan have been reviewed by the Board of Planning and Appeals and the City Commission via public workshop and public meetings; and

WHEREAS, the proposed amendments to the Comprehensive Plan are being submitted under the state coordinated review process as provided in Section 163.3184(4), Florida Statutes; and

WHEREAS, on October 6, 2025 the Board of Planning and Appeals serving as the local Land Planning Agency, conducted a public meeting with due public notice on the Comprehensive Plan amendments, and recommended approval thereof;

and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested Comprehensive Plan amendments, as described in Section 163.3184(4) and (11), Florida Statutes; and

WHEREAS, the City Commission finds that approval of the Comprehensive Plan amendments will preserve the internal consistency of the City's Comprehensive Plan pursuant to Section 163.3177, Florida Statutes; and

WHEREAS, the Comprehensive Plan amendments are attached to this Ordinance as Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, for the purposes of this Ordinance, underlined type constitutes additions to the original text and ~~striketrough~~ shall constitute deletions to the original text.

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

SECTION 1. The foregoing recitals are incorporated herein by reference as the legislative findings of the Holly Hill City Commission.

SECTION 2. The City of Holly Hill Comprehensive Plan, is hereby amended with the text, figures, and map amendments to the Future Land Use Element, Transportation Element, Utilities Element, Coastal Management and Conservation Element, Housing Element, Recreation and Open Space Element, Capital Improvements Element, Intergovernmental Coordination Element, Public School Facilities Element, and Property Rights Element, as set forth in Exhibit "A."

SECTION 3. In order to make the City of Holly Hill Comprehensive Plan 2045, available to the public, a copy of the enacting Ordinance, and City of Holly Hill Comprehensive Plan 2045, shall be located in the Community Development Department of the City of Holly Hill. The Community Development Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION 4. The City Manager is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendment within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, Florida Statutes, and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION 5. Pursuant to Section 163.3184(4), Florida Statutes, the second reading of this Comprehensive Plan amendment shall not exceed 180 days after the receipt of the state land planning agency's report.

SECTION 6. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a

whole or any other section or provision thereof.

SECTION 8. The effective date of this plan amendment, if the amendment is not timely challenged, shall go into effect pursuant to the state land planning agency's notice of intent. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

The Board recommended bringing this Ordinance to the City Commission for consideration and approval.

Motion to Approve.	
Result:	Passed [UNANIMOUS]
Mover:	Board Member John Danio
Second:	Board Member Tony Cassata
Ayes:	Tony Cassata, John Danio, Dennis Smith, Michael Myer
Nays:	None

8. Old Business

None

9. Board/Staff Communications

None

10. Adjournment

The meeting adjourned at approximately 7:49 PM.



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • AUGUST 4, 2025

City Commission Chamber

BOPA Regular Meeting

6:00 PM

**CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

Mr. Myer called the meeting to order at 6:00pm.

2. ROLL CALL

Attendee Name	Title	Status	Arrived
Mike Myer	Chairman	Present	
John Danio	Board Member	Present	
Dennis Smith	Board Member	Present	
Tony Cassata	Board Member	Present	
Kymberlee Nguyen	Board Member	Present	

3. INVOCATION

Mr. Myer led the invocation.

4. PLEDGE OF ALLEGIANCE

Mr. Myer led the Pledge of Allegiance.

5. MINUTES - NONE

6. AGENDA ITEM(S)

1. 537 Dorothy Avenue - Request for Special Accommodation to Utilize a Porch that Extends Approximately 8 Feet into the Front Yard Setback at 537 Dorothy Avenue

(Requested by Brian Walker, Board of Planning and Appeals)

Joshua Steele, Sr. City Planner presented staff report.

Request for Accommodation - Request for accommodation to utilize a porch that extends approximately 8 feet into the front yard setback at 537 Dorothy Avenue.

BACKGROUND

In January of 2019, James Nolan, received a diagnosis of cancer that would require chemotherapy; he was 75 years old at the time. As a result of his age and cancer treatments, he has severe mobility issues and has been deemed handicapped by his medical doctor. Documentation is available upon request.

The home is not handicapped accessible, therefore, the Nolan's constructed a covered

front porch with a ramp for easier access to the domicile. This was done without a permit.

The property is zoned R-3 (Medium Density Single-Family Residential) which requires a front yard setback of 25 feet. The main house sits at an angle to the road and is ~24 ft from the property line at its closest point. This means that the house itself encroaches ~ 2 feet into the front yard setback. The porch and ramp sit ~ 17 ft from the front property line at its closest point, which means it encroaches the setback by ~ 8 feet. Because the porch extends into the required front yard setback, the applicants will need official approval from the City in order to keep it in its current location. For this reason, they are requesting accommodation in accordance with Sec. 82-322 of the Land Development Regulations, pursuant to the Fair Housing Act.

It may be helpful to know that the distance from the front property line to the edge of road is ~ 17 feet. Therefore, the porch is ~ 34 feet from the edge of the road and poses no issues in terms of visibility.

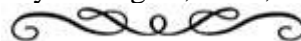
ACTION TO BE TAKEN BY THE BOARD/COMMISSION

- 1. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is a reasonable request and approve** the encroachment; or
- 2. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is a reasonable request and approve the encroachment with conditions**; or
- 3. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is a reasonable request but approve a different amount of encroachment.**
- 4. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is not a reasonable request and deny the encroachment.**

Helen Nolan, the applicant, spoke and simply stated that she just wants to be able to take care of her husband and allow him to enjoy his home.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Dennis Smith, Board Member
SECONDER:	John Danio, Board Member
AYES:	Myer, Danio, Smith, Cassata, Nguyen

Enacted and approved this 4th day of August, 2025, in Holly Hill



- 7. **ORDINANCE(S) - NONE**
- 8. **OLD BUSINESS / NEW BUSINESS**

No new business.

9. BOARD / STAFF COMMENTS

No board comments or discussion.

10. ADJOURNMENT

Adjournment was 6:24pm.



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • AUGUST 4, 2025

City Commission Chamber

BOPA Regular Meeting

6:00 PM

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John Danio	Board Member	Present	
Dennis Smith	Board Member	Present	
Tony Cassata	Board Member	Present	
Kymberlee Nguyen	Board Member	Present	

3. INVOCATION

Mr. Myer led the invocation.

4. PLEDGE OF ALLEGIANCE

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5. MINUTES - NONE

6. AGENDA ITEM(S)

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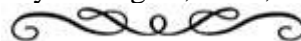
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RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Dennis Smith, Board Member
SECONDER:	John Danio, Board Member
AYES:	Myer, Danio, Smith, Cassata, Nguyen

Enacted and approved this 4th day of August, 2025, in Holly Hill



- 7. **ORDINANCE(S) - NONE**
- 8. **OLD BUSINESS / NEW BUSINESS**

No new business.

9. BOARD / STAFF COMMENTS

No board comments or discussion.

10. ADJOURNMENT

Adjournment was 6:24pm.

INTRODUCTION:

ZAHN ENGINEERING BPUD REZONE - Consider a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) located on the northwest corner of Ridgewood Avenue and Flomich Street aka 1600 Ridgewood Avenue; (John Zemball, Applicant) District 4 - Commissioner Johnson (Joshua Steele, Senior Planner).

BACKGROUND:

The property is currently zoned CC-1 (Commercial Corridor). The future land use of the property is General Retail Commercial. The property is located within the city's Redevelopment District Overlay.

At this time, the property exists as a vacant commercial parcel (prior bank) and drive-through teller station. It is located on a busy roadway (Ridgewood Ave) and has high visibility for those traversing said roadway.

DISCUSSION:

The Applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop the property as a professional services office, a warehouse, a heavy equipment storage area, and material staging area. The property allows for professional services and light industrial use. Warehousing is only allowed as a special exception in CC-1, and heavy industrial uses do not conform with the CC-1 district requirements.

The applicant is requesting allowance of industrial uses in that they are requesting to be able to store heavy equipment on the property as well as storage not permitted in the current zoning district. This allowance is requested based upon meeting the criteria listed in the Development Agreement and Preliminary Plan attached as **EXHIBIT A and B**.

The existing building will have the façade upgraded in order to make the building more aesthetically pleasing. Renderings have been provided and attached as **EXHIBIT C**. The building will be home to offices for an engineering firm. The existing ATM use will remain. The existing drive-through canopy is proposed to be demolished and a warehouse building constructed in phase 2 of 2 phases. Any heavy equipment will be restricted to the area indicated on the preliminary plan and shielded by an 8-foot solid vinyl fence.

Access will be on Ridgewood Avenue, Flomich Street and Espanola Avenue. However, no heavy equipment will be permitted ingress or egress onto Espanola Avenue. Semi-Trucks & Heavy Equipment will only access the site through Flomich & Ridgewood. Additionally, the north driveway cut on Espanola will be eliminated.

Storage yard hours are as follows: Mon – Sat 6 AM – 7 PM.

In addition to the uses stated, the BPUD will allow all uses permitted within the CC-1 zoning district with the exception of the following:

1. Car wash facilities
2. Motor vehicle and marine sales, services, parts and repair
3. Self-service laundromats

4. Paint and Body Shops

All requirements of the Redevelopment Overlay apply except as specifically stated and shown within the Development Agreement.

The reason why a Planned Development is being pursued is so that criteria and limitations can be placed upon the industrial, warehouse and storage uses. This would not be possible if the applicant were to rezone from CC-1 to an industrial category. Such limitations are especially important because the property is adjacent to homes.

FLU AND ZONING OF SURROUNDING PROPERTIES:

Adjacent land uses and zoning are as follows:

North: General Retail Commercial FLU and CC-1 (Commercial Corridor District) Zoning

South: General Retail Commercial FLU and CC-1 (Commercial Corridor District) Zoning

East: General Retail Commercial FLU and B-4 (Highway Business District) Zoning

West: Medium Density Residential FLU and R-7 (Medium Density Multi-Family Residential) Zoning

SITE ANALYSIS

Floodplain Impacts:

Based on FIRM 12127C0218K, effective on 9/29/2017, the property is in flood zone X meaning outside of the 100-year floodplain.

Wetland Impacts:

Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the Holly Hill utility service area.

Sidewalks:

There is an existing sidewalk along the west side of Ridgewood Avenue and the north side of Flomich Street. There is currently no sidewalk on the east side of Espanola Ave. There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the west side of Ridgewood Avenue with the interior walkway system of the project site.

Landscaping and Buffers:

The project will provide landscaping along Ridgewood Avenue, Flomich St and Espanola Ave. The property line on Espanola Ave abuts medium density residential lots and will have a 10 ft. vegetated buffer. All other landscape buffering shall comply with the preliminary plan.

Open Space:

A minimum of 16% of the parcel must remain as open space.

Consistency with the Land Development Code

The proposed Business Planned Unit Development (BPUD) zoning designation and the associated Preliminary Development Plan have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

Additionally, the rezone has been evaluated in accordance with Sec. 82-372 which provides criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

(1) Whether it is consistent with all adopted elements of the comprehensive plan.

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 4.95. The proposed development's FAR will not exceed this ratio.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use.

(2) Its impact upon the environment or natural resources.

The property is located in a busy commercial area of the City. As part of the project's development, there will be trees planted as well as landscaped buffers. The development will not have any known negative affects upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.

The site is currently a vacant building. This project is expected to have a positive fiscal impact on the area.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.

The project is in a commercial area where such services are available. No new services are expected to be required. Additionally, it is the site of a once active bank and existing infrastructure will be used.

(5) Any changes in circumstances or conditions affecting the area.

Staff considers changes in circumstances since the original zoning, that would support the proposed rezone. The area surrounding the property has been a commercial area for several decades and continues to see growth.

(6) Any mistakes in the original classification.

It does not appear that there were any errors in the original classification.

(7) Its effect upon the use or value of the affected area.

The proposed zoning will allow the development of a functioning business and is expected to have a positive effect on the value of the area.

(8) Its impact upon the public health, welfare, safety or morals.

It is not expected that the rezone will adversely impact public health, welfare, safety or morals.

Staff finds the requested BPUD (Business Planned Unit Development) zoning classification to be compatible with the land development regulations.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the city's Comprehensive Plan.

Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 4.95. The proposed development will not exceed this ratio. Additionally, the proposed rezone is compatible with all elements within the Comprehensive Plan.

STAFF RECOMMENDATION:

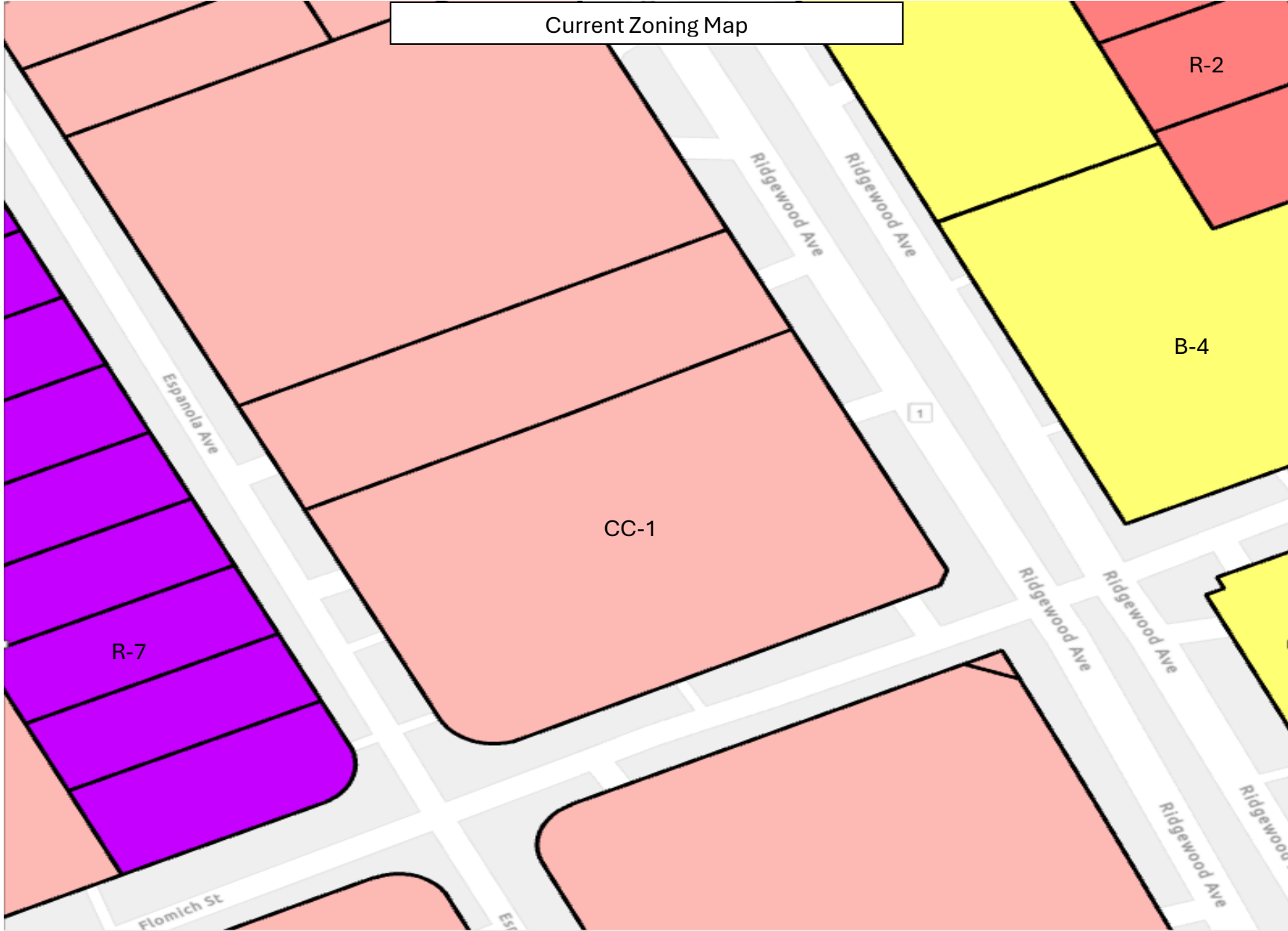
Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) and approve the associated Development Agreement and Preliminary Plan for property located on the northwest corner of Ridgewood Avenue and Flomich Street aka 1600 Ridgewood Avenue.



Future Land Use Map



Current Zoning Map



Proposed Zoning Map

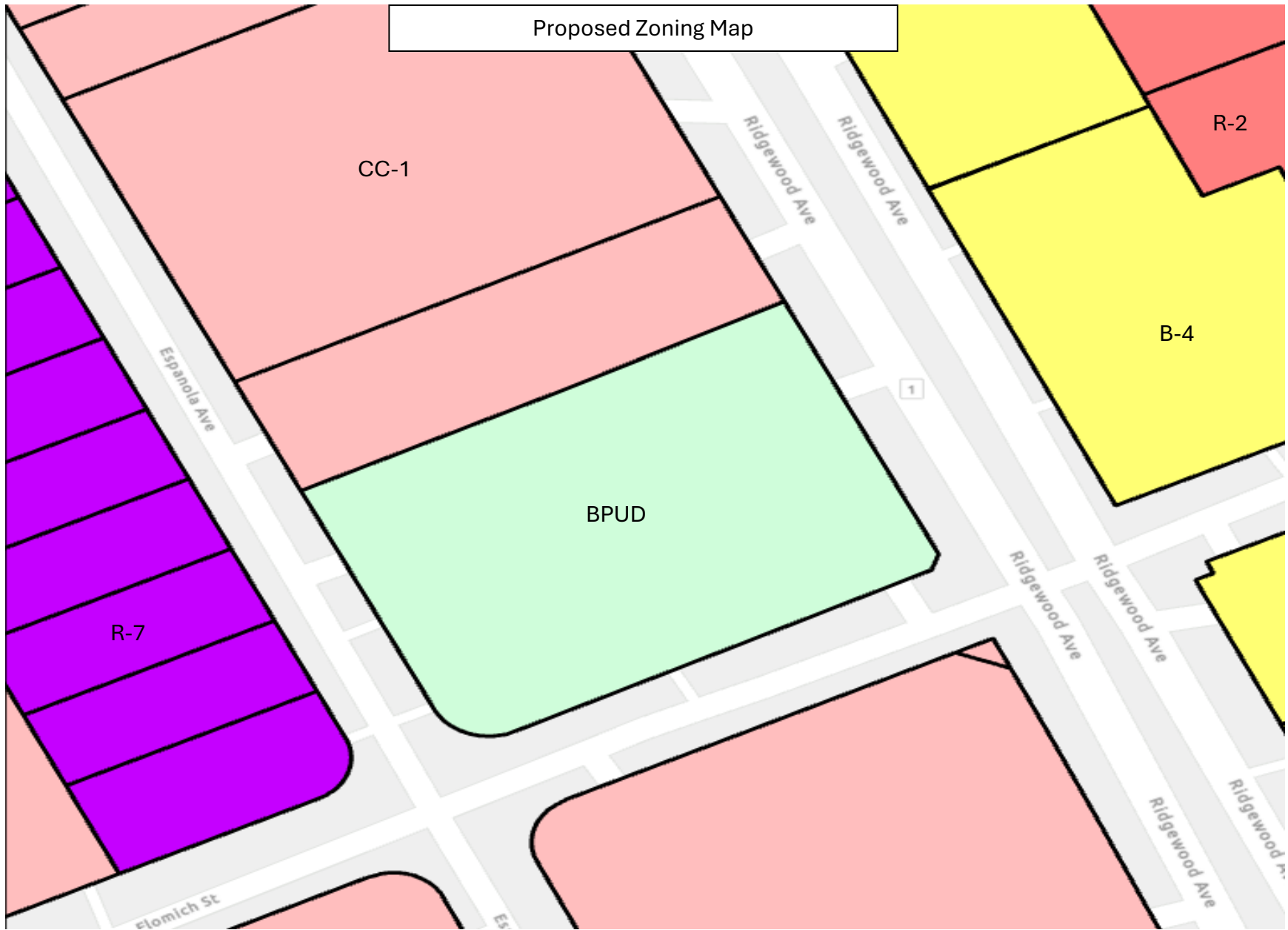


















Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Zahn Engineering Planned Unit Development (PUD) located at the corner of Ridgewood Ave and Flomich St in Holly Hill, Florida (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ___ day of _____, 20____, by and between the **CITY OF HOLLY HILL**, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), **Zahn Engineering, Inc**, a Florida Corporation, whose mailing address is 150 S. Palmetto Avenue, Suite 201 Daytona Beach, FL 32114, (hereinafter referred to as the “Developer”).

W I T N E S S E T H

WHEREAS, the Owners warrant that they hold legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owners/Developer have clear title of the Subject Property and the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owners/Developer desire to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owners/Developer desire to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owners/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan also known as the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City’s Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record. A unity of title agreement may be executed to ensure the property is held by the Owners pending development as proposed by this Agreement.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill’s Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Any use permitted in the CC-1 Commercial Corridor District except as prohibited below under prohibited uses.

2. Building contractors storage, heavy industrial construction equipment to be permitted only behind the 8' fence as shown on the Preliminary Plan and limited to the shaded area shown on the Preliminary Plan listed as Heavy Equipment Storage Area. Storage yard hours are as follows: Mon – Sat 6 AM – 7 PM. Semi-Trucks & Heavy Equipment will only access the site through Flomich & Ridgewood.

3. Standalone ATM

B. Prohibited principal uses, if any:

1. Car wash facilities
2. Motor vehicle and marine sales, services, parts and repair
3. Self-service laundromats
4. Paint and Body Shops

C. Proposed maximum density measured in floor area ratio: 4.95 FAR

D. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase 1:

- 8'tall, 100% Opaque vinyl fence around storage yard
- Parking and Landscaping Improvements
- Interior and Exterior Improvements to the Existing Building

Phase 2:

- Demo Existing Covered Drive Through
- Construct Warehouse Addition Max 3,600 SF

E. Impervious surface is not to exceed 84% of the gross square footage for the Subject Property.

F. Minimum open space shall be 16 % of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown on the Preliminary Development Plan.

H. Minimum lot size area (in acreage or square footage): 10,000 SF

I. Minimum lot width (in feet): 100

J. Minimum yard building setbacks: (does not apply to outdoor storage)

1. Front yard (Ridgewood Ave): 25'
2. Side yard (North): 10'

3. Street side yard (Flomich): 15'
4. Rear yard (Espanola): 25'

- K. Maximum building height (in feet): 60'
- L. Minimum parking standards are as shown and stated on the Preliminary Plan.
- M. If abutting residential property, new lighting shall not exceed .5-foot candles at the property line.
- N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. If applicable, all controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- O. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.
- Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.
- R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owners/Developer are responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owners/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owners/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owners/Developer agree that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owners/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owners/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owners/Developer fail to undertake and complete its obligations as described in this Agreement

and to the City's specifications, then the City shall give the Owners/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owners/Developer. If the Owners/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owners/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owners/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owners/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owners/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (16)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owners/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owners/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owners/Developer shall be responsible for establishing the POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon

the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owners/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owners/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owners/Developer, as the City and Developer may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNERS/DEVELOPER'S REPRESENTATIVES:

John Zemball, PE
Zahn Engineering, Inc.
150 S. Palmetto Avenue, Suite 201
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill

1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owners/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owners/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owners/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owners, the Developer and the City have executed this Agreement.

OWNER: Zahn Engineering, Inc

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

Print or type name

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence** or **online notarization**, this ____ day of _____, _____, by _____, who is _____ of **Zahn Engineering, Inc**, a Florida Corporation, and who is ___ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

By:

Signature

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence** **or** **online notarization**, this ____ day of _____, _____, by _____, who is _____ of **Zahn Engineering, Inc**, a Florida Corporation . and who is ___ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By:

Date:

ATTEST:

Date:

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence**
or **online notarization**, this ____ day of _____, ____ (year), by _____,
who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and
reliance by the City of Holly Hill, Florida

Scott Simpson, City Attorney

ZAHN ENGINEERING -1600 RIDGEWOOD AVE PLANNED DEVELOPMENT REZONING

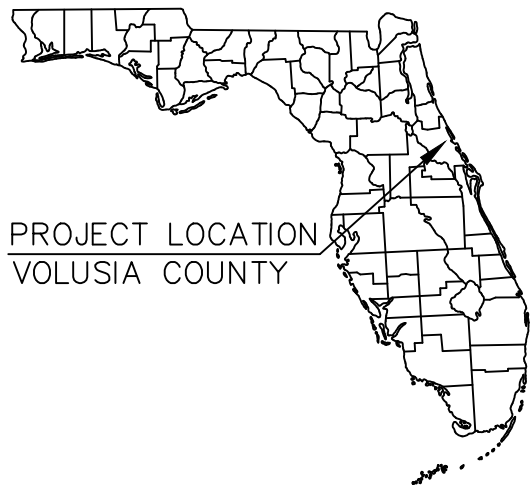
LEGAL DESCRIPTION:

EXHIBIT A LEGAL DESCRIPTION

LOTS 1, 2, 3, AND THE SOUTHERLY 20 FEET OF LOT 4; TOGETHER WITH THE SOUTHERLY 20 FEET OF LOT 40; AND ALL OF LOTS 41, 42, AND 43, ALL IN BLOCK 10, RIO VISTA SUBDIVISION, AS PER MAP OR PLAT THEREOF OF RECORD IN MAP BOOK 6, PAGE 150 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING IN THE RIGHT OF WAY OF U.S. NO. 1 HIGHWAY, A/K/A RIDGEWOOD AVENUE.
LESS AND EXCEPT THAT PORTION CONVEYED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7957, PAGE 4299, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXISTING PROJECT AREA COVERAGE			
IMPERVIOUS	AREA (SF)	AREA (AC)	LOT COVERAGE (%)
OFFICE BUILDING	5319	0.12	10.52%
CANOPY	1534	0.04	3.03%
CONCRETE	1481	0.03	2.93%
ASPHALT PARKING	28473	0.65	56.29%
TOTAL IMPERVIOUS	36807	0.84	72.77%
PERVIOUS			
LANDSCAPE / NATURAL	13774	0.32	27.23%
TOTAL AREA	50581	1.16	100.00%
PROPOSED PROJECT AREA COVERAGE			
IMPERVIOUS	AREA (SF)	AREA (AC)	LOT COVERAGE (%)
OFFICE BUILDING	5319	0.12	10.52%
WAREHOUSE	3000	0.07	5.93%
ASPHALT PARKING & OUTDOOR STORAGE	12842	0.29	25.39%
ASPHALT PARKING = REMAINING AREA OUTSIDE OF FENCE	19667	0.45	38.88%
CONCRETE SIDEWALKS	1213	0.03	2.40%
TOTAL IMPERVIOUS	42042	0.97	83.12%
PERVIOUS			
LANDSCAPE / NATURAL	8540	0.20	16.88%
TOTAL AREA	50581	1.16	100.00%

HOLLY HILL VOLUSIA COUNTY, FLORIDA



PROJECT LOCATION
VOLUSIA COUNTY

48 HOURS BEFORE YOU DIG
CALL SUNSHINE



IT'S THE LAW IN FLORIDA

SITE DATA:

OWNER:	WELLS FARGO BANK N.A.	
CONTRACT PURCHASER / DEVELOPER:	ECMCD HOLDINGS, LLC 150 S. PALMETTO AVE, STE 201 DAYTONA BEACH, FL 32114, (386) 252-0020	
DESCRIPTION	EXISTING	PROPOSED
ZONING:	CC-1 (GENERAL COMMERCIAL)	PD (PLANNED DEVELOPMENT)
LAND USE:	BANK	PROFESSIONAL SERVICES ENGINEERING & CONTRACTORS OFFICE
FUTURE LAND USE:	COMMERCIAL	COMMERCIAL
FLOOD ZONE:	X	X
FIRM PANEL:	12127C0218K	
SETBACK REQUIREMENTS:	REQUIRED	PROVIDED
MIN. FRONT YARD (RIDGEWOOD):	25'	25'
MIN. REAR YARD (ESPANOLA):	25'	25'
MIN. SIDE YARD (NORTH):	10'	10'
MIN. SIDE YARD (FLOMICH):	15'	15'
DIMENSIONAL REQUIREMENTS	MAXIMUM	PROVIDED
FLOOR AREA RATIO (FAR):	4.95	0.18
IMPERVIOUS SURFACE RATIO (ISR):	0.85	0.80
MAXIMUM BUILDING HEIGHT:	60'	30'

PROJECT OBJECTIVE:

THE PROPOSED PROJECT CONSISTS OF PROFESSIONAL SERVICE OFFICE TO SERVE AN ENGINEERING & CONSTRUCTION COMPANY WITH WAREHOUSE STORAGE AND ACCESSORY USES OF OUTDOOR DISPLAY & STORAGE TO SERVE THE PRIMARY USE.

PARKING INFORMATION:

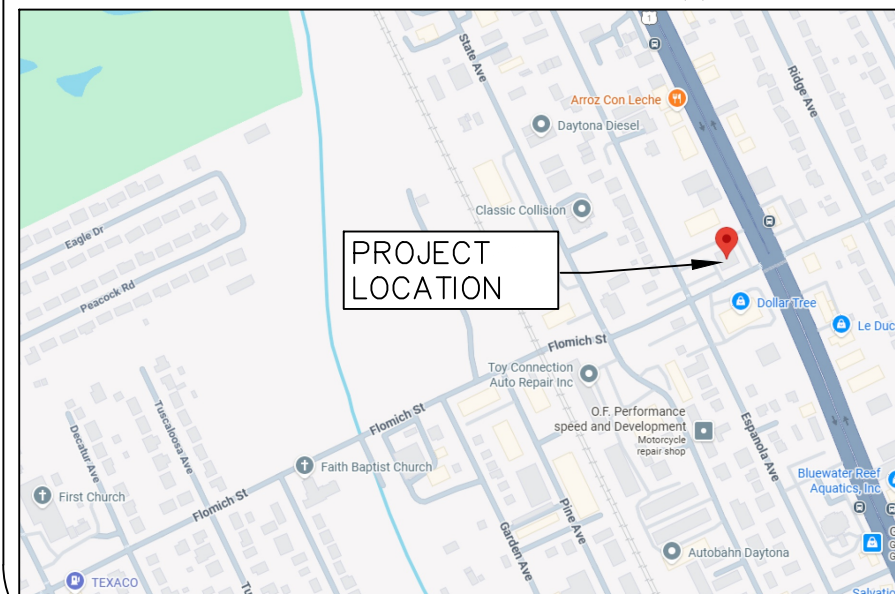
PARKING REQUIRED: CC-1 (GENERAL COMMERCIAL) ZONING DISTRICT
USE CATEGORY: OF OFFICE BUILDING 4513 S.F.

1 SPACE 250 S.F. = $\frac{4513}{250} = 17$ SPACES REQUIRED + 1 HANDICAPPED SPACE
TOTAL REQUIRED = 18 SPACES

USE CATEGORY: INDUSTRIAL WAREHOUSE
0.5 SPACE / 1000 SF = 0.5 SPACE x $(\frac{4513}{1000}) = 8$ SPACES
TOTAL REQUIRED = 8 SPACES

24 SPACES + 2 HANDICAP SPACES REQUIRED
25 SPACES + 2 HANDICAP SPACES PROVIDED

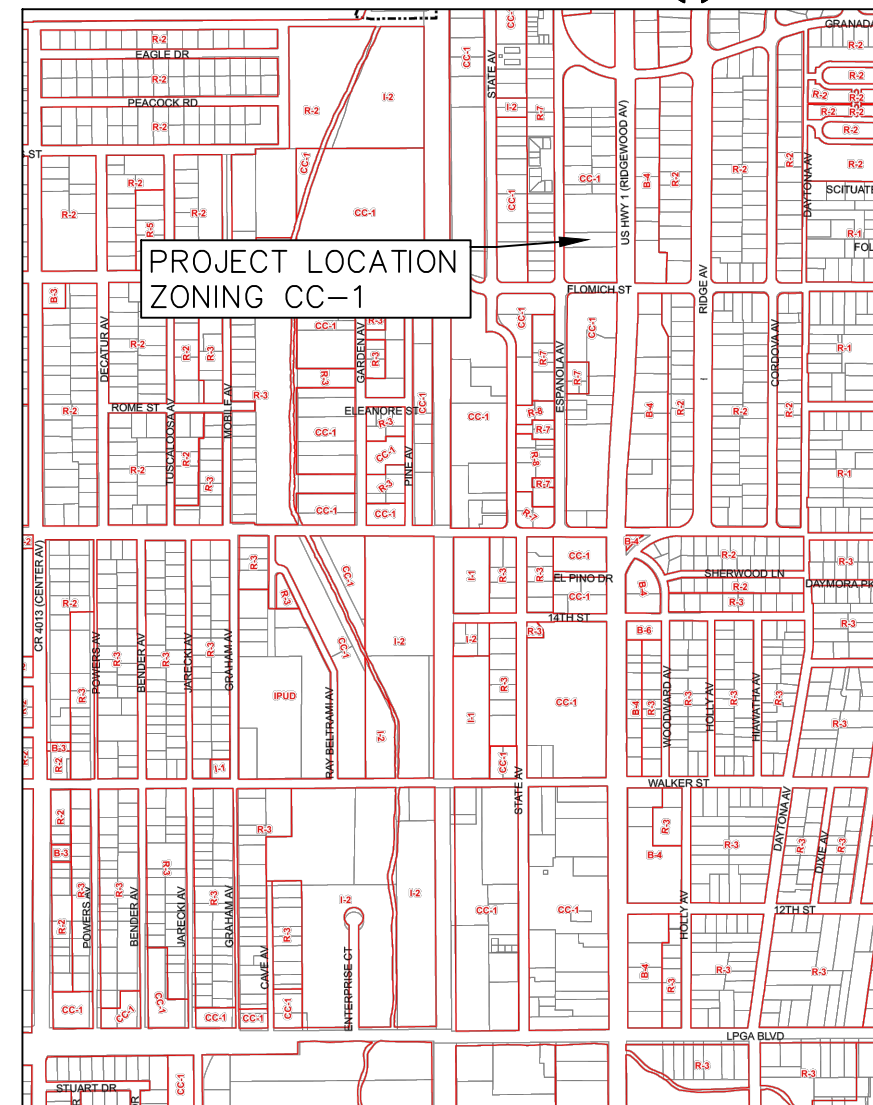
LOCATION MAP:



AERIAL VIEW:



ZONING MAP:



NO. DATE APPR. REVISION DESCRIPTION

1. 11-05-25 11-03-25
REVISED PER CITY COMMENTS DATED 11-03-25

NOT VALID WITHOUT SEAL

PROJECT NUMBER
489

SHEET NUMBER
1 of 2

DESIGNED: JNZ
DRAWN: CMU
CHECKED: JNZ
DATE: 10-21-25
FILE: 489

COVER SHEET

ZAHN ENGINEERING - 1600 RIDGEWOOD AVE.
PD REZONING

1600 RIDGEWOOD AVE, HOLLY HILL, FL 32117

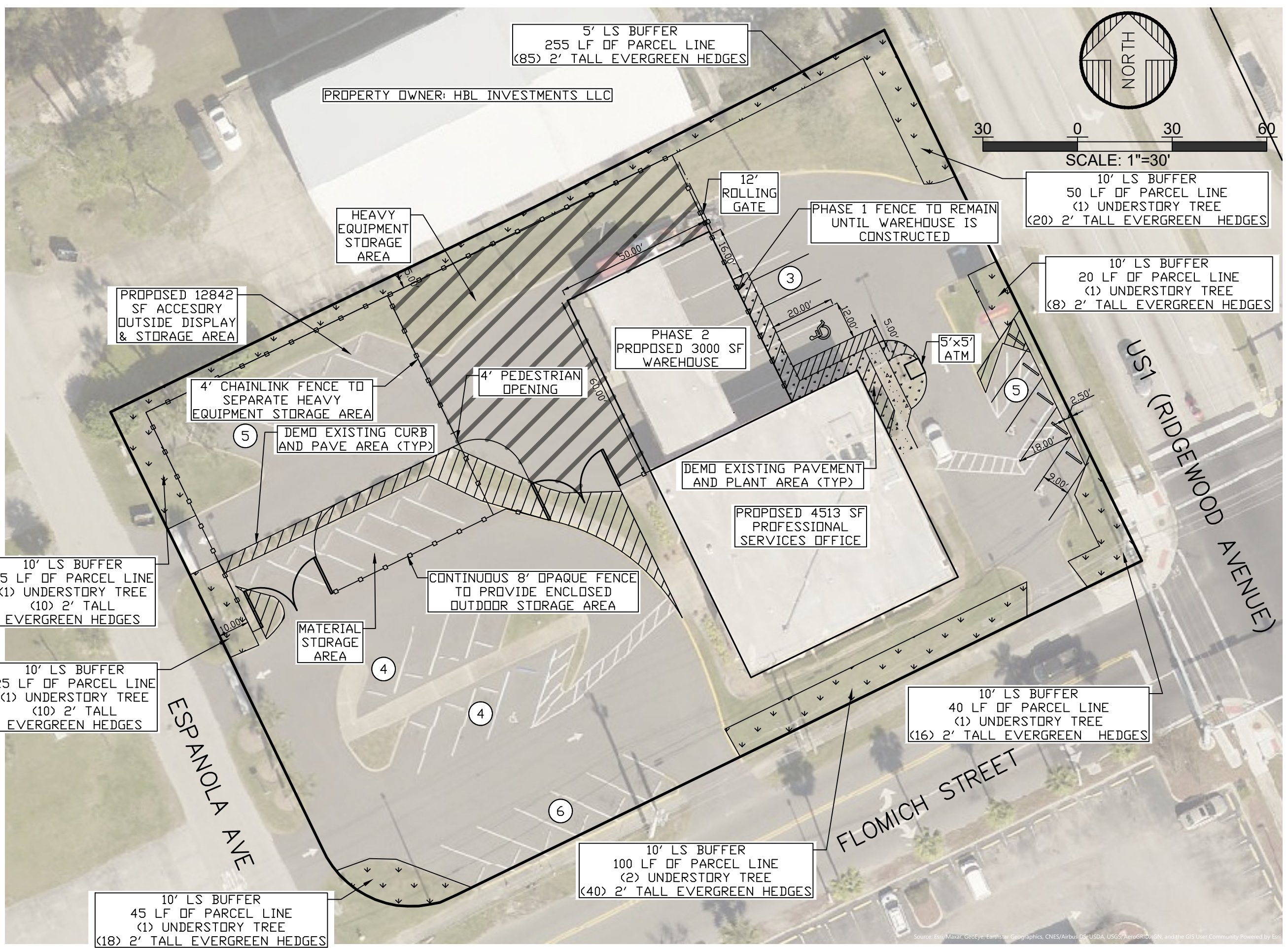
VOLUSIA

Zahn Engineering, Inc.

Civil Engineering • Land Planning • Permitting

150 South Palmetto Avenue SUITE 201 - Daytona Beach, Florida 32114
Ph: (386) 252-0020 - Fax: (386) 252-6050
www.zahneng.com

FL. P.E. NO. 19083 & 82269



NO.	DATE	APPR.	REVISION DESCRIPTION
1.	11-05-25		REVISED PER CITY COMMENTS DATED 11-03-25

DESIGNED:	JWZ
DRAWN:	CMU
CHECKED:	JWZ
DATE:	10-21-25
FILE:	489

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PRELIMINARY DEVELOPMENT PLAN
ZAHN ENGINEERING - 1600 RIDGEWOOD AVE. PD REZONING
1600 RIDGEWOOD AVE, HOLLY HILL, FL 32117 VOLUSIA

PROJECT NUMBER	SHEET NUMBER
489	2 of 2



ELI
GROUP
Engineering • Construction







ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BUSINESS PLANNED UNIT DEVELOPMENT (BPUD); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF HOLLY HILL, FLORIDA:

Section 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Attachment A** as BPUD (Business Planned Unit Development)

pursuant to the provisions contained in the attached Development Agreement, as **Attachment B** and incorporated in this Ordinance by reference.

Section 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill and the Master Development Agreement.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 5. That this Ordinance shall be posted at City Hall as required by law.

Section 6. This ordinance shall become effective upon approval and adoption by the City Commission of Holly Hill.

Attachment A

LEGAL DESCRIPTION:

Lots 1, 2, 3, and the Southerly 20 feet of Lot 4; together with the southerly 20 feet of Lot 40; and all of Lots 41, 42, and 43, all in Block 10, RIO VISTA SUBDIVISION, as per map or plat thereof of record in Map Book 6, Page 150 of the public records of Volusia County, Florida, less and except any portion lying in the right of way of U.S. No. 1 Highway, A/K/A Ridgewood Avenue. LESS AND EXCEPT that portion conveyed to the Florida Department of Transportation in that Special Warranty Deed recorded in Official Records Book 7957, Page 4299, of the Public Records of Volusia County, Florida.

Attachment B

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Zahn Engineering Planned Unit Development (PUD) located at the corner of Ridgewood Ave and Flomich St in Holly Hill, Florida (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ___ day of _____, 20____, by and between the **CITY OF HOLLY HILL**, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), **Zahn Engineering, Inc.**, a Florida Incorporation, whose mailing address is 150 S. Palmetto Avenue, Suite 201 Daytona Beach, FL 32114, (hereinafter referred to as the “Developer”).

W I T N E S S E T H

WHEREAS, the Owners warrant that they hold legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owners/Developer have clear title of the Subject Property and the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owners/Developer desire to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owners/Developer desire to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owners/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan also known as the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development

Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record. A unity of title agreement may be executed to ensure the property is held by the Owners pending development as proposed by this Agreement.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Any use permitted in the CC-1 Commercial Corridor District except as prohibited below under prohibited uses.

2. Building contractors storage, heavy industrial construction equipment to be permitted only behind the 8' fence as shown on the Preliminary Plan and limited to the shaded area shown on the Preliminary Plan listed as Heavy Equipment Storage Area. Storage yard hours are as follows: Mon – Sat 6 AM – 7 PM. Semi-Trucks & Heavy Equipment will only access the site through Flomich & Ridgewood.

3. Standalone ATM

B. Prohibited principal uses, if any:

1. Unless a use is specifically stated as permitted, it is prohibited.
2. Car wash facilities
3. Motor vehicle and marine sales, services, parts and repair
4. Self-service laundromats
5. Paint and Body Shops

C. Proposed maximum density measured in floor area ratio: 4.95 FAR

D. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase 1:

- 8'tall, 100% Opaque vinyl fence around storage yard
- Parking and Landscaping Improvements
- Interior and Exterior Improvements to the Existing Building

Phase 2:

- Demo Existing Covered Drive Through
- Construct Warehouse Addition Max 3,600 SF

E. Impervious surface is not to exceed 84% of the gross square footage for the Subject Property.

F. Minimum open space shall be 16 % of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown on the Preliminary Development Plan.

H. Minimum lot size area (in acreage or square footage): 10,000 SF

I. Minimum lot width (in feet): 100

J. Minimum yard building setbacks: (does not apply to outdoor storage)

1. Front yard (Ridgewood Ave): 25'
2. Side yard (North): 10'
3. Street side yard (Flomich): 15'
4. Rear yard (Espanola): 25'

K. Maximum building height (in feet): 60'

- L. Minimum parking standards are as shown and stated on the Preliminary Plan.
- M. If abutting residential property, new lighting shall not exceed .5-foot candles at the property line.
- N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. If applicable, all controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- O. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.
- Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.
- R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. Development Permits/Fees. The Owners/Developer are responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through

a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owners/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owners/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owners/Developer agree that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owners/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owners/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owners/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owners/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owners/Developer. If the Owners/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owners/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owners/Developer or their successors and assigns in interest, without prejudice to any other rights or

remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owners/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owners/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (16)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owners/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owners/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owners/Developer shall be responsible for establishing the POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owners/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owners/Developer shall provide to the City such easements and other legal documentation, in a form

mutually acceptable to the City Attorney and the Owners/Developer, as the City and Developer may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNERS/DEVELOPER'S REPRESENTATIVES:

John Zemball, PE
Zahn Engineering, Inc.
150 S. Palmetto Avenue, Suite 201
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owners/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit,

condition, term, or restriction shall not relieve the Owners/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owners/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this

Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owners, the Developer and the City have executed this Agreement.

OWNER: Zahn Engineering, Inc

By:

Signature of Witness # 1

Signature

Print Name

Signature of Witness #2

ATTEST:

Print or type name

Signature

Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence** or **online notarization**, this ____ day of _____, _____ (year), by _____, who is _____ of **Zahn Engineering, Inc**, and who is ___ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

OWNER: Zahn Engineering, Inc

By:

Signature of Witness # 1

Signature

Print Name

Signature of Witness #2

ATTEST:

Print or type name

Signature

Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence** or **online notarization**, this ____ day of _____, ____ (year), by _____, who is _____ of **Zahn Engineering, Inc.** and who is ___ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

CITY OF HOLLY HILL:

By:

Date:

ATTEST:

Date:

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence** or **online notarization**, this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and
reliance by the City of Holly Hill, Florida

Scott Simpson, City Attorney

EXHIBIT "A"
Legal Description

LEGAL DESCRIPTION

Lots 1, 2, 3, and the Southerly 20 feet of Lot 4; together with the southerly 20 feet of Lot 40; and all of Lots 41, 42, and 43, all in Block 10, RIO VISTA SUBDIVISION, as per map or plat thereof of record in Map Book 6, Page 150 of the public records of Volusia County, Florida, less and except any portion lying in the right of way of U.S. No. 1 Highway, A/K/A Ridgewood Avenue.

LESS AND EXCEPT that portion conveyed to the Florida Department of Transportation in that Special Warranty Deed recorded in Official Records Book 7957, Page 4299, of the Public Records of Volusia County, Florida.

EXHIBIT "B"
Preliminary Plan