

**City of Holly Hill, Florida
Board of Planning and Appeals
Agenda | January 5, 2026**

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 - December 1, 2025 Board of Planning and Appeals meeting
(Requested by Leslie Montgomery, Board of Planning and Appeals)
6. **Agenda Item(s)**
 1. Marina Grande MPUD 9th Amendment
7. **Ordinances**
8. **Old Business**
9. **Board/Staff Communications**
10. **Adjournment**



Board of Planning and Appeals
Minutes • 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

1. Call to Order

The meeting was called to order at approximately 6:00 PM.

2. Roll Call

Present:

Board Member John Danio
Board Member Kymberlee Nguyen
Board Member Dennis Smith
Board Member Michael Myer

Absent:

Tony Cassata - Excused - Mr. Danio made a motion to excuse Mr. Cassata due to being in the hospital, seconded by Mr. Smith.

Passed, 4-0.

3. Invocation

Mr. Myer led the invocation.

4. Pledge of Allegiance

Ms. Nguyen led the Pledge of Allegiance to the Flag.

5. Minutes

1. Minutes - October 6, 2025

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

Motion to Approve.	
Result:	Passed [UNANIMOUS]
Mover:	Board Member Dennis Smith
Second:	Board Member John Danio

Ayes:	John Danio, Kymberlee Nguyen, Dennis Smith, Michael Myer
Nays:	None

2. Minutes - August 4, 2025

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

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

6. Agenda Item(s) - None

7. Ordinances

1. Zemball BPUD Rezone

(Requested by Brian Walker, City Planner / Assistant City Manager)

Joshua Steele, Senior Planner, briefly went over the staff report that was included in the agenda packet for Zemball BPUD rezone. Mr. Steele stated this is a request to 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. 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 a drive-through teller station. It is located on a busy roadway (Ridgewood Avenue) and has high visibility for those traversing said roadway. Mr. Steele stated 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, which is included in the agenda packet. The existing building will have the façade upgraded in order to make the building more aesthetically pleasing. Renderings have been provided and

attached in the agenda packet. 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. Staff finds the requested BPUD (Business Planned Unit Development) zoning classification to be compatible with the land development regulations. 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. Finally, recommend to the City Commission to 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.

John Zemball with Zahn Engineering spoke to the Board regarding his request of the BPUD rezone.

Mr. Myer opened public participation.

Beverly Hopson, owner of the pawnshop property next door to this rezone request, shared her concerns. Mr. Zahn addressed those concerns and Ms. Hopson was okay with the request.

Mr. Myer closed public participation.

The Board of Planning and Appeals approved making a recommendation to the City Commission to adopt the Zemball BPUD rezone as requested.

(A copy of this meeting in its entirety is available on CD in the City Clerk's Office or online on the city's YouTube channel)

8. Old Business

None

9. Board/Staff Communications

None

10. Adjournment

The meeting adjourned at approximately 6:38 PM.

INTRODUCTION:

Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Major Amendment - Consider a major amendment to the Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD), as amended, to add additional permitted uses to the retail spaces.

BACKGROUND: On May 24, 2022, the City Commission approved the 8th Amendment to the Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Development Agreement, which approved an upscale restaurant or bistro at the south end of the retail strip and a café use on the north, as well as interior personal storage units the Marina Grande sales / administration office.

Since the approval of the 8th Amendment, a café has been added to the north unit and the storage spaces have been created. However, the south end unit has remained vacant despite the efforts of the owner to lease the space to a tenant who will establish an upscale restaurant or bistro. An upscale restaurant or bistro is the only use permitted for the south end unit.

Additionally, the intention for the storage spaces has been to convert them to retail uses as the need and opportunity to do so arose. However, opportunities to convert the storage uses to active retail spaces have not opened up and storage is not the ideal use for these spaces.

In order to increase opportunities for the south end unit to be occupied, and the conversion of the storage spaces to more active community uses, the property owner is requesting that the following uses be permitted in these spaces:

1. Owner and City mutually agree to the following changes to the retail spaces of the Marina Grande Residential Based Mixed Use MPUD, as amended: Retail Spaces, Including The Space Designated In The Eight Amendment As Being Reserved For An Upscale Bistro, But Excluding The North End Unit To Be Used As A Café; May With The Approval Of This Ninth Amendment, Also Be Used For An Attorney's Office, CPA And Accounting Offices, Dentist Offices, Chiropractic Medical Office And Med-Spa, Medical Doctor's Offices, And The Following Related Activities: Consultation And Assessment, Physiotherapy, Adjustments, Soft Tissue Treatments, Decompressions, Hot And Cold Therapy, Infrared Therapy, Cryotherapy, Stretch Labs, Facials, Foot Detox, Body Detox, IV Therapy, Lab Work, Massage Therapy, Selling Of Supplements And Products, Nutritional Counseling, Botox, Fitness Classes, Physical Exams & EKG, Ultrasound Therapy, Electric Muscle Stimulation Therapy, Weight Loss, Trigger Point Therapy, Hyperbaric Oxygen Therapy, Hydrotherapy.

Additional permitted uses are the following: Pet Grooming, Oxygen Bar, Gym/Fitness, Ice-cream/Frozen Yogurt Shop, Deli/ Sandwich Shop, Pizzeria, Restaurant, Wine Bar, Shipping Store/ UPS Store, Hair/ Barber/Nail Salon, Cigar Lounge, Jet-Ski Rentals (indoor storage and display only), Dry-Cleaning Drop-off and Pick up services, Hair/Barber/Nail Services.

In considering whether or not to approve the applicant's request, the Commission must consider whether or not the request is consistent with the policies of the City's comprehensive plan. The comprehensive plan's Future Land Use Element, under Policy 1.1.2, addresses what can be

permitted under the property's Residential-based mixed use land use. The policy reads in part as follows:

***Policy 1.1.2** – Residential-based mixed use – this category is established to encourage better integration of residential use and complementary commercial and other non-residential land uses and to provide property owners with expanded opportunities for redevelopment of blighted and/or underutilized parcels. It provides for the integration of residential, commercial, office, and recreational, uses within a project area. Uses may be mixed vertically in a single building, or horizontally, with uses mixed at ground level throughout the project area on separate legal parcels.*

This policy does not specifically mention the additional uses requested, therefore, the Board of Planning and Appeals and City Commission are left to their judgment as to whether or not the additional proposed uses are consistent with the Residential-based mixed use land use. However, it is staff's judgement that the proposed uses are consistent with the "**complementary commercial and other non-residential land uses**" portion of the stated land use.

RECOMMENDATION: Staff recommends that the City Commission adopt the Ordinance amending the Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD), to add additional uses as proposed in the 9th Amendment, for the retail spaces only, located at 235 Riverside Drive (Parcel # 5337-34-06-0014).

RZNE- 2025-000200

Paid 10/21/25



HOLLY HILL

FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Marina Grande Med Spa and Retail Amendment
 PARCEL ID #(S): 533734060014
 LOCATION: 235 Riverside Drive, Holly Hill FL
 EXISTING USE(S): Retail, offices, self storage, ~~off~~ upscale Bistro, cafe
 PROPOSED USE(S): Chiropractic Services, Med Spa, wellness, Petgrooming, convenient store.
 TOTAL ACREAGE: _____
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: _____ PROPOSED ZONING: _____
 CURRENT FUTURE LAND USE: _____ PROPOSED FUTURE LAND USE: _____

APPLICANT INFORMATION:

Name: Lisa Vanderwerker E-Mail: lisavanderwerker@aol.com
 Address: 197 Margaritaville Ave. Phone: (914) 316-3389
Daytona Beach, FL 32124 Fax: _____
 Owner Agent for Owner Attorney for Owner

OWNER INFORMATION:

Name: FLISA Ventures, LLC E-Mail: flipp562@gmail.com
Francis Lippolis E-Mail: lisavanderwerker@aol.com
 Address: 197 Margaritaville Ave. Phone: 845-629-5931
Daytona Beach FL 32124 Fax: _____

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

HOLLY HILL RECEIVED

OCT 15 2025



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

APPLICANT OWNER CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
- SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,400

REZONE (PD)

- PD REZONE \$2,000
- MAJOR AMENDMENT TO EXISTING PD \$1,250
- MINOR AMENDMENT TO EXISTING PD \$400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or “spirit” of the PD.

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- APPLICATION AND FEE
- PROOF THAT TAXES ARE CURRENT
- PROPERTY APPRAISER’S PROPERTY INFORMATION PRINTOUT
- OWNERSHIP DISCLOSURE FORM (ADD’L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- OWNER’S AUTHORIZATION FORM, IF APPLICABLE (ADD’L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*



HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

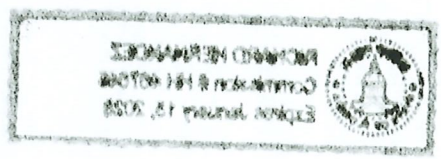
- TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER*)
- PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)
- REZONES ONLY:** ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
 - Potable Water
 - Sanitary Sewer
 - Stormwater
 - Transportation (Use current year ITE Trip Generation Rates—Provide PM Peak Hour and Avg Daily)
 - Solid Waste Collection
 - School (Residential Only)
- COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity:** Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: *Lisa Vanderwerker*
(Signature)

10/14/25
(Date)

Lisa Vanderwerker
(Print)

Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org





1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Francis Lippolis, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) at 235 Riverside Dr. Holly Hill / 533734060014 hereby affirm that Lisa Vanderwerker is hereby designated to act as my authorized agent for the filing of the attached application and make binding statements and commitments regarding the request for a:

- Arbor Permit Special Exception Variance Development Plan Special Event Permit Vacate
- Sign Rezone/Comp Plan Amendment Other _____

I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

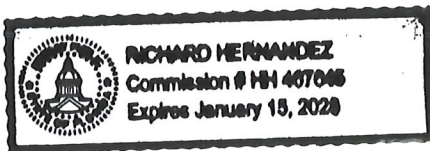
10/14/25
Date

[Signature]
Owner's Signature
Francis Lippolis
Owner's Name

STATE OF FLORIDA
COUNTY OF VOLOSIA

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 14 day of OCTOBER, 2025, by FRANK LIPPOLIS, who is personally known to me or produced _____ as identification and did / did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA



[Signature]
Notary Signature

RICHARD HERNANDEZ
Printed Name

Commission No.: HH 467645
My Commission Expires: 1/15/28

**EIGHTH AMENDMENT TO
MARINA GRANDE RESIDENTIAL BASED MIXED USE
PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT**

THIS EIGHTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT (the “Eighth Amendment”) is made this 25th day of May, 2022, by and between **HALIFAX HOLDINGS LLC**, a Florida limited liability company, (the “Owner”) and the **CITY OF HOLLY HILL**, a Florida municipal corporation (the “City”).

WHEREAS, Holly Hill I Associates, Ltd., a Florida limited partnership (the “Developer”) and City entered into that certain Development Agreement dated November 23, 2004, for the development of certain real property as described in said Agreement, as modified by that certain First Amendment to Agreement dated October 31, 2005 (the “First Amendment”); as further modified by that certain Second Amendment to Agreement dated November 15, 2005 (the “Second Amendment”); as further modified by that certain Third Amendment to Agreement dated November 14, 2006 (the “Third Amendment”); as further modified by that certain Fourth Amendment to Agreement dated February 13, 2007 (the “Fourth Amendment”); and as further modified by that Fifth Amendment to Agreement dated March 27, 2011 (the “Fifth Amendment”); as further modified by that certain Sixth Amendment to Agreement dated March 28, 2017 (the “Sixth Amendment”) (collectively the “Agreement”) ; as further modified by that certain Seventh Amendment to Agreement dated July 14, 2020 (the “Seventh Amendment”) (collectively the “Agreement”) ; and

WHEREAS, Owners of 235 Riverside Drive (Parcel # 5337-34-06-0014) (retail spaces) and City wish to further modify certain provisions of the Agreement as detailed below;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. Owners and City mutually agree to the following changes to the retail spaces of the Marina Grand PD as amended: Upscale restaurant, bistro and café uses as well as interior personal storage and the existing Marina Grande sales / administration office, are approved as additional permitted uses in the ground level retail spaces as shown in Exhibit A.
3. The interior storage space shall be limited to a maximum of 9,500 square feet and shall not be located at either of the far ends of the retail spaces – not the north end or south end units, but shall be located in the center of the current retail spaces. The interior storage spaces shall not be advertised with signage or logos of any type and shall first be offered to residents of the Marina Grande.
4. Prior to permits being issued for restaurant, bistro and café uses, the City shall have to right to review renderings and deny approval if in the City’s judgement, the restaurant, bistro or café will

not meet the intent of the word, "upscale" with such word generally meaning as applied to this Agreement, a restaurant, bistro or café that is deluxe, high-end, exclusive, top-end, prime, superior, upper-class, classy, ritzy.

5. The restaurant, bistro or café uses shall be located at the far ends of the current retail spaces – the north end and south end units and allow outdoor seating. The open areas under roof shall be permitted to be glassed in.

6. The parties hereto agree that this Eighth Amendment constitutes a major amendment to the Agreement and that all other provisions, conditions, and requirements of the Agreement, remain in full force and effect.

7. Signatures on copies of this Eighth Amendment which are transmitted by facsimile or by electronic mail are counterparts and shall be deemed originals for all purposes.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Eighth Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: *Chris Via*
Chris Via, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

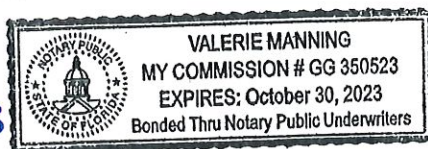
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 25th day of May, 2022, by Chris Via, Mayor, of the City of Holly Hill, on behalf of the City, who is personally known to me or produced n/A as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Valerie Manning
Notary Signature

Valerie Manning
Printed Name

Commission No. GG350523
My Commission Expires Oct. 30, 2023



WITNESSES:

[Signature]

Kyle Mohamed

(Name Printed or Typed)

HALIFAX HOLDINGS, LLC
A Florida limited liability company

By: [Signature]

Title: MGR

TAREK NAE MO

[Signature]

(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 31st day of May, 2022, by Tarek Naemo, as Manager of Halifax Holdings, LLC, on behalf of the limited liability company, who is personally known to me or produced n/a as identification.

NOTARY PUBLIC, STATE OF FLORIDA

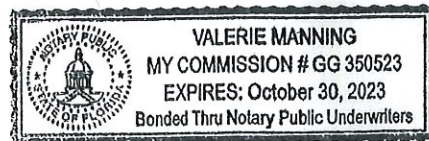
[Signature]

Notary Signature

Valerie Manning

Printed Name

Commission No.: GG350523
My Commission Expires: October 30, 2023



WITNESSES:

HALIFAX HOLDINGS, LLC
A Florida limited liability company

[Signature]

By: [Signature]
Title: MGR

Randy Ast
(Name Printed or Typed)

Michael J. Panaggi

[Signature]
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF Volusia

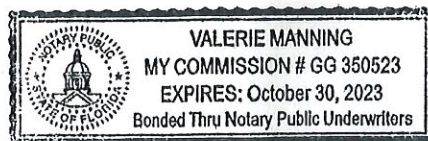
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 31st day of May, 2022, by Michael J. Panaggi, as Manager of Halifax Holdings, LLC, on behalf of the limited liability company, who is personally known to me or produced n/A as identification.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
Notary Signature

Valerie Manning
Printed Name

Commission No. GG350523
My Commission Expires: October 30, 2023



ORDINANCE 3052

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE EIGHTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT TO ADD PERMITTED USES; 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 administratively amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the Owner of Marina Grande ground level retail spaces has proposed an Eighth Amendment to the MPUD, to add approved uses.

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

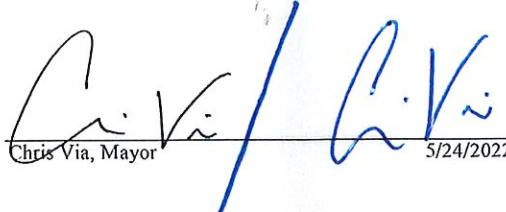
SECTION 1. The City Commission of the City of Holly Hill hereby approves the Eighth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Development Agreement, a true and correct copy attached hereto.

SECTION 2. 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 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of MAY, 2022 for second and final reading.


Chris Via, Mayor 5/24/2022



Valerie Manning, City Clerk, CMC 5/24/2022

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Laura E. Roth
Clerk of Court Volusia County, Florida
Official Records: 6/6/2022 8:42 AM
Receipt: 302291050 Drawer: 136861

CITY OF HOLLY HILL

Operator: csteadma Due: \$61.00

Instrument #: 2022134126 Type: GR
Book #: 8264 Page #: 3749 Time: 8:42 AM
Recording Fee: \$61.00

ESCROW: 120 \$61.00

EXHIBIT A

Retail spaces at 235 Riverside Drive



ORDINANCE

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NINTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT TO ADD PERMITTED USES; 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 administratively amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

WHEREAS, the Owner of Marina Grande ground level retail spaces has proposed a Ninth Amendment to the Marina Grande Residential Mixed Use MPUD, to add approved uses;

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the Ninth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD), a true and correct copy attached hereto as Attachment A.

SECTION 2. 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 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

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

Attachment A

NINTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT

THIS NINTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT (the “Ninth Amendment”) is made this ____ day of _____, 2026, by and between **FLISA VENTURES LLC**, a Florida limited liability company, (the “Owner”) with a mailing address of 197 Margaritaville Ave. Daytona Beach, FL 32124, and the **CITY OF HOLLY HILL**, a Florida municipal corporation (the “City”).

WHEREAS, FLISA Ventures LLC., a Florida Limited Liability Company (Owner) has purchased the property known as 235 Riverside Drive (Parcel # 5337-34-06-0014), and

WHEREAS, the Owner has applied to the City to amend the Marina Grande Residential Based Mixed Use Planned Unit Development, Development Agreement, dated November 23, 2004, as amended eight (8) times, and

WHEREAS, this 9th Amendment applies to the retail portion only of the Marina Grande Residential Based Mixed Use Planned Unit Development, and

WHEREAS, Owners of 235 Riverside Drive (Parcel # 5337-34-06-0014) (retail spaces) and City wish to further modify certain provisions of the Marina Grande Residential Based Mixed Use Planned Unit Development, as detailed below;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. All previously permitted uses in the retail portion of the Marina Grande Residential Based Mixed Use MPUD, as amended, remain as permitted uses subject to all stated conditions and requirements of the Marina Grande Residential Based Mixed Use Planned Unit Development, Development Agreement, as amended.
3. Owner and City mutually agree to the following changes to the retail spaces of the Marina Grande Residential Based Mixed Use MPUD, as amended: Retail Spaces, Including The Space Designated In The Eight Amendment As Being Reserved For An Upscale Bistro, But Excluding The North End Unit To Be Used As A Café; May With The Approval Of This Ninth Amendment, Also Be Used For An Attorney's Office, CPA And Accounting Offices, Dentist Offices, Chiropractic Medical Office And Med-Spa, Medical Doctor's Offices, And The Following Related Activities: Consultation And Assessment, Physiotherapy, Adjustments, Soft Tissue Treatments, Decompressions, Hot And Cold Therapy, Infrared Therapy, Cryotherapy, Stretch Labs, Facials, Foot Detox, Body Detox, IV Therapy, Lab Work, Massage Therapy, Selling Of Supplements And Products, Nutritional Counseling, Botox, Fitness Classes, Physical Exams & EKG, Ultrasound Therapy, Electric Muscle Stimulation Therapy, Weight Loss, Trigger Point Therapy, Hyperbaric Oxygen Therapy, Hydrotherapy.

Additional permitted uses are the following: Pet Grooming, Oxygen Bar, Gym/Fitness, Ice-cream/Frozen Yogurt Shop, Deli/ Sandwich Shop, Pizzeria, Restaurant, Wine Bar, Shipping Store/ UPS Store, Hair/ Barber/Nail Salon, Cigar Lounge, Jet-Ski Rentals (indoor storage and display only), Dry-Cleaning Drop-off and Pick up services, Hair/Barber/Nail Services.

4. The parties hereto agree that this Ninth Amendment constitutes a major amendment to the Agreement and that all other provisions, conditions, and requirements of the Agreement, remain in full force and effect.
5. Signatures on copies of this Ninth Amendment which are transmitted by facsimile or by electronic mail are counterparts and shall be deemed originals for all purposes.
6. All other provisions of any and all previous Agreements to the Marina Grande Residential Based Mixed Use MPUD, as amended, remain in full force and effect unless specifically stated otherwise.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Ninth Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
John Penny, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of** **physical presence** or **online notarization**, this ____ day of _____, 2026, by John Penny, Mayor, of the City of Holly Hill, on behalf of the City, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

WITNESSES:

FLISA VENTURES, LLC
A Florida limited liability company

By: _____

Title: _____

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence or** **online notarization**, this ____ day of _____, 2026, by _____, as _____ of FLISA Ventures, LLC, on behalf of the limited liability company, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

WITNESSES:

FLISA VENTURES, LLC
A Florida limited liability company

By: _____

Title: _____

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence or** **online notarization**, this ____ day of _____, 2026, by _____, as _____ of FLISA Ventures, LLC, on behalf of the limited liability company, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

**NINTH AMENDMENT TO
MARINA GRANDE RESIDENTIAL BASED MIXED USE
PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT**

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WHEREAS, this 9th Amendment applies to the retail portion only of the Marina Grande Residential Based Mixed Use Planned Unit Development, and

WHEREAS, Owners of 235 Riverside Drive (Parcel # 5337-34-06-0014) (retail spaces) and City wish to further modify certain provisions of the Marina Grande Residential Based Mixed Use Planned Unit Development, as detailed below;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. All previously permitted uses in the retail portion of the Marina Grande Residential Based Mixed Use MPUD, as amended, remain as permitted uses subject to all stated conditions and requirements of the Marina Grande Residential Based Mixed Use Planned Unit Development, Development Agreement, as amended.
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Exams & EKG, Ultrasound Therapy, Electric Muscle Stimulation Therapy, Weight Loss, Trigger Point Therapy, Hyperbaric Oxygen Therapy, Hydrotherapy.

Additional permitted uses are the following: Pet Grooming, Oxygen Bar, Gym/Fitness, Ice-cream/Frozen Yogurt Shop, Deli/ Sandwich Shop, Pizzeria, Restaurant, Wine Bar, Shipping Store/ UPS Store, Hair/ Barber/Nail Salon, Cigar Lounge, Jet-Ski Rentals (indoor storage and display only), Dry-Cleaning Drop-off and Pick up services, Hair/Barber/Nail Services.

4. The parties hereto agree that this Ninth Amendment constitutes a major amendment to the Agreement and that all other provisions, conditions, and requirements of the Agreement, remain in full force and effect.

5. Signatures on copies of this Ninth Amendment which are transmitted by facsimile or by electronic mail are counterparts and shall be deemed originals for all purposes.

6. All other provisions of any and all previous Agreements to the Marina Grande Residential Based Mixed Use MPUD, as amended, remain in full force and effect unless specifically stated otherwise.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Ninth Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
John Penny, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of** **physical presence or** **online notarization**, this ____ day of _____, 2026, by John Penny, Mayor, of the City of Holly Hill, on behalf of the City, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

WITNESSES:

FLISA VENTURES, LLC
A Florida limited liability company

By: _____
Title: _____

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** **physical presence or** **online notarization**, this ____ day of _____, 2026, by _____, as _____ of FLISA Ventures, LLC, on behalf of the limited liability company, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

WITNESSES:

FLISA VENTURES, LLC
A Florida limited liability company

By: _____

Title: _____

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF _____

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NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____