

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

AGENDA • DECEMBER 5, 2022

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



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

PLANNING & APPEALS BOARD MEMBERS

Chairman
Mike Myer

Board Member
Robin D. Hanger

Board Member
Tony Cassata

Board Member
Dennis Smith

Board Member
Loretta Arthur

CITY PLANNER
Brian Walker

Building & Zoning
Eleni Deligianis

1. CALL TO ORDER**2. ROLL CALL****3. INVOCATION****4. PLEDGE OF ALLEGIANCE****5. MINUTES****1. BOPA Meeting November 7, 2022**

(Requested by Eleni Deligianis, Board of Planning and Appeals)

6. AGENDA ITEM(S)**7. ORDINANCES**

1. Ordinance An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from Mpud (Mixed Use Development District) to Rpud (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

8. OLD BUSINESS**9. BOARD / STAFF COMMUNICATIONS****10. ADJOURNMENT**

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.1

**Board of Planning and Appeals
Agenda Item**

MEETING DATE: December 5, 2022
FROM: Eleni Deligianis
SUBJECT: BOPA Meeting November 7, 2022
NUMBER: (ID # 3968)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the November 7, 2022 BOPA meeting.

MOTION:

Approve the minutes as submitted by staff.

- BOPA MINUTES NOV 7, 2022 (PDF)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • NOVEMBER 7, 2022

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

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Mike Myer	Chairman	Present	
Robin D. Hanger	Board Member	Absent	
Dennis Smith	Board Member	Excused	
Tony Cassata	Board Member	Present	
Loretta Arthur	Board Member	Present	

II. INVOCATION

Invocation was led by Mike Myer.

III. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Loretta Arthur.

IV. MINUTES APPROVAL

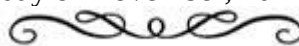
1. BOPA Meeting October 3Rd, 2022

(Requested by Eleni Deligianis, Board of Planning and Appeals)

Motion to approve the minutes for October 3rd, 2022 by Tony Cassata and seconded by Loretta Arthur.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Myer, Cassata, Arthur
ABSENT:	Hanger
EXCUSED:	Smith

Enacted and approved this 7th day of November, 2022, in Holly Hill



V. ORDINANCES

1. An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from B-4 (Highway Business

District) to Bpud (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Brian Walker, City Planner/Community Development Director summarized his staff report.

Blue Penguin Car Wash PD Rezone - Consider a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres located on the southeast corner of Nova Road and Flomich Street and extending east to Sunset Lane, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road. (Edward McDonald of Thomas Engineering Group, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

The subject property is zoned B-4 (Highway Business District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order for the contract purchaser to develop an automated carwash with the usual associated activities. The property is currently the location of an abandoned commercial building on the west, at the corner of Nova Road and Flomich Street, and a 1,230 square foot house built in 1955, on the east, at the corner of Flomich Street and Sunset Lane. The existing buildings will be demolished.

The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping.

Mike Lecito - spoke on behalf of Blue Penguin Car Wash.

Mario Conradoin - spoke on random issues.

Sarah Sauls - 1565 Sunset Lane - spoke misc. concerns about traffic.

Discussion ensued on the entrance/exit topic amongst board members.

Staff Recommendation:

Recommend the City Commission adopt the Ordinance enacting a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres, located on the southeast corner of Nova Road and Flomich Street, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road.

Motion to recommend by Tony Cassata and seconded by Loretta Arthur.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
AYES:	Myer, Cassata, Arthur
ABSENT:	Hanger
EXCUSED:	Smith



VI. OLD BUSINESS

None.

VII. BOARD/STAFF COMMUNICATIONS

None.

VIII. ADJOURNMENT

This meeting was adjourned at 6:23PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**Board of Planning and Appeals
Ordinance**

MEETING DATE: December 5, 2022
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from Mpud (Mixed Use Development District) to RpuD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 3966)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Zen Living Apartments PD Rezone - Consider a Rezone from MPUD (Mixed-Use Development District) to RPUD (Residential Planned Unit Development) with the associated Development Agreement and Preliminary Plan, including a density bonus, for approximately 5.4 acres, located on the northeast corner of Ridgewood Avenue and 3rd Street; (Kalpak Shah, Applicant) District 1 - Commissioner Penny (Brian Walker, Community Development Director).

The subject property is currently zoned MPUD (Mixed-Use PUD) and has a future land use of Mixed-Use 2. Current zoning allows (2) seven story buildings containing a total of 172 age-restricted affordable housing units with limited commercial activity. However, this development has not moved forward.

Discussion:

The Applicant is requesting a rezone to RPUD (Residential Planned Unit Development) in order to develop the property as a 120-unit multi-family, non-age restricted, market rate, housing development in accordance with the attached RPUD Agreement. Planned developments are specific in nature. And when an applicant desires to change conditions within an existing planned development (PD), such as the uses, density, size, etc., a new PD must be adopted.

The base residential density permitted by the mixed-use II future land use is 20 dwelling units an acre, however performance standard bonuses would allow a density bonus of up to an additional 15 dwelling units an acre. A density bonus can be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment.

The applicant is requesting a density bonus of 2.22 dwelling units per acre for a total of 22.22 dwelling units per acre. The bonus is requested based upon meeting the following bonus criteria:

Criteria: Consolidate multiple, separately owned parcels under a unified plan of development.

Applicant Response: The proposed development consolidates four individual parcels into a single development area to provide for a unified approach to design and maintenance of the property.

Criteria: Rehabilitate or replace functionally antiquated or dilapidated structures or incompatible uses.

Applicant Response: This project will allow for the redevelopment of a vacant and underutilized property that includes a former planned development that was never brought forward. The proposed residential development will rejuvenate underutilized land within the City of Holly Hill.

The applicant's formal request for a density bonus is attached.

Existing MPUD vs. Proposed RPUD

The proposed RPUD differs from the current MPUD in a few keys areas as follows:

Required Average Minimum Unit Size

Current PD - 574 square feet

Proposed PD - One bedroom - 776.25 square feet

Two bedroom - 922.37 square feet

Type of Development

Current PD - Age restricted affordable senior housing and limited commercial

Proposed PD - Non-age restricted market rate housing

Phasing

Current PD - Phasing Proposed

Proposed PD - No Phasing proposed

Elevations

Current PD - Two 7 story buildings (172 units - total)

Proposed PD - Four (2) story buildings (120 units - total)

FLU AND ZONING OF SURROUNDING PROPERTIES:

Adjacent land uses and zoning are as follows:

North: Commercial and Low-Density Single-Family Residential FLU and MPUD and R-2 (Low-Medium Density Single-Family Residential District Zoning)

South: Commercial and Low-Density Single-Family Residential FLU and CC-1 (Commercial Corridor) and R-2 (Low-Medium Density Single-Family Residential District Zoning)

East: Low Density Single Family Residential FLU and R-2 (Low-Medium Density Single-Family Residential District Zoning)

West: Commercial FLU and CC-1 (Commercial Corridor) Zoning

SITE ANALYSIS*Floodplain Impacts:*

Based on FIRM 12127C0356J revised on September 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, and will be required to connect to public utilities.

Sidewalks:

There is an existing sidewalk along the east side of Ridgewood Avenue and the north side of 3rd Street.

Transportation/Traffic:

Access to the property is from Ridgewood Avenue and 3rd Street.

Drainage:

A stormwater management system is proposed and required as a condition of developing the property.

Landscaping and Buffers:

Landscaping and buffers will be required per the Conceptual Preliminary Development Plan and landscaping plan.

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 base residential density is 20 units per acre with a density bonus allowing up to 35 dwelling units per acre.

The proposed development requests a density bonus of 2.22 units per acre which if granted will be within the limits of the maximum allowable dwelling units per acre.

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 Residential Planned Unit Development (RPUD) zoning classification are compatible with the Mixed-Use future land use designation as well as with existing adjacent land uses.

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

The property is located in a commercial area of the City. The site is a mostly cleared vacant property. The development proposes enhanced landscaping where there are currently no trees as well as a modern stormwater system to handle run-off. 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 project proposes a 120-unit market rate multi-family development on a site that is currently vacant.

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

The rezone allowing a 120-unit multi-family development will place appropriate and usual demands upon the City's water, sewerage and transportation systems. The development will occur in a commercial area where such services are available. The applicant has received a letter of adequate capacity from the school system. Services will be further evaluated upon final engineering of the project.

(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. In general, there have not been any changes since the last rezoning that will have a bearing on the requested rezone.

(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.

It is expected that the multi-family housing development will have a positive effect upon the value of the area.

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

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

CONCLUSION:

The rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from MPUD (Mixed-Use Development District) to RPUD (Residential Planned Unit Development) with the associated Development Agreement and Preliminary Plan, including a density bonus, for approximately 5.4 acres, located on the northeast corner of Ridgewood Avenue and 3rd Street.

ATTACHMENTS:

- Zen Living Development Agreement (PDF)

- Building 1 - Option 1 (PDF)
- Building 1 - Option 2 (PDF)
- Building 2 - Option 1 (PDF)
- Building 3 - Option 1 (PDF)
- Entire site - Option 1 (PDF)
- Side view - Option 1(PDF)
- Top View - Option 1(PDF)
- Area Map (PDF)
- Current Zoning & FLU Maps (PDF)
- FEMA Map (PDF)
- FLU Data (PDF)
- Photos of Subject Property (PDF)
- Landscaping 1 (PDF)
- Landscaping 2 (PDF)
- Landscaping 3 (PDF)
- Current Prelim Plan (PDF)
- Proposed Prelim Dev Plan - 11-18-2022 (PDF)
- Finding of Adequate Capacity (PDF)
- Application (PDF)
- Density Bonus Request (PDF)
- Legal Description (PDF)
- Site Data (PDF)
- Survey Signed (PDF)
- 1 Bedroom OPTION(PDF)
- 2 Bedroom OPTION(PDF)
- Development project brochure (PDF)

Ordinance No. (ID # 3966)

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM MPUD (MIXED USE DEVELOPMENT DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM MPUD (MIXED USE DEVELOPMENT DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); 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 Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; 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.

**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 Exhibit A as RPUD (Residential Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

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 be posted at City Hall as required by law.

Section 5. That this Ordinance shall become effective upon recording.

EXHIBIT A**LEGAL DESCRIPTION**

(PER ORB 5593 PG. 4601)

PARCEL NO. 1:

LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:

THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as ZEN LIVING APARTMENTS Planned Unit Development (PUD) located at 331 Ridgewood Avenue (NE corner of Ridgewood Avenue and 3rd Street (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 _____, 2022, 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”), and Majestic Oaks Daytona LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 12705 Wyndham West Drive, Glen Allen, VA 23059.

WITNESSETH

WHEREAS, the Owner warrants that it holds legal title to, or is the contract purchaser of, 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 Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires 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 Owner/Developer desires 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 Owner/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 aka 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.

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. Multi-family Dwelling - 120 units

B. Accessory uses permitted in conjunction with principal use:

1. Pool and Clubhouse
2. Delivery Drop Off, Rideshare Pick-Up Station
3. Exercise Stations, recreational benches and walking paths

C. Apartment Sizes:

One bedroom - 776.25 square feet

Two bedroom - 922.37 square feet

D. Prohibited principal uses, if any:

1. Unless a use is specifically permitted in this agreement, it is prohibited.

- E. Proposed maximum density (in number of dwelling units per acre) 23 (this includes a density bonus):
- F. Impervious surface is not to exceed 60% of the gross square footage for the Subject Property.
- G. **Open Space:** Minimum general open space shall be 25% of the gross square footage of the Subject Property. General open space includes all landscaped buffers, amenitized ponds and all other pervious surfaces. Minimum common open space shall be 15% of the subject property. Common open space consist of the pool, clubhouse, pond perimeter with walking path and exercise stations. General open space (minimum 25%) and common open space (minimum 15%) shall consist of a total of 40% of the property's gross square footage.
- H. Minimum landscaping requirements are as shown on the landscaping plans.
- I. Minimum landscaped buffer-yard requirements are as follows:
 - Along Ridgewood Avenue - 25 feet
 - Along 3rd Street - 15 feet
 - Along all other property lines - 10 feet
- J. Minimum lot size area: 5.4 acres
- K. Minimum setbacks:
 - 1. Along Ridgewood Ave - 30 feet
 - 2. Along 3rd Street - 15 feet
 - 3. Along Rear (East) Property Line - 25 feet
 - 4. Along all other property lines - 10 feet
- L. Maximum building height (in feet) 40 feet
- M. Minimum parking standards are as shown and stated on the Preliminary Plan.
- N. Lighting shall not exceed .5-foot candles at the property line.
- O. The project shall consist of a single phase.
- P. 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. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.

- Q.** Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- R.** Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems 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.
- S.** 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.
- T.** 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 for City roads only.

6. Public Facilities/Land Dedication. Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: **NONE.**

7. Development Permits/Fees. The Owner/Developer is 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.

8. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/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.

9. **Indemnification.** The Owner/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.

10. **Compliance.** The Owner/Developer agrees 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 Owner/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 Owner/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.

11. **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 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 Owner/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 Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/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 Owner/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 Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

12. **Environmental and Tree Preservation.** The Owner/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 Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

13. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or 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 Owner/Developer shall be responsible for establishing the HOA or 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.

14. **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 Owner/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 Owner/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.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City 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.

16. **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.

17. **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:

OWNER/DEVELOPER'S REPRESENTATIVES:

Majestic Oaks Daytona LLC

Kalpak Shah

12705 Wyndham West Dr

Glen Allen, VA 23059

Email: kshah@kayakhg.com

Phone: 804-366-3961

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 Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

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

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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 Owner/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.

27. **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.

28. **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.

29. **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 Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

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

As:

Mailing Address: _____

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.: _____

Ordinance (ID # 3966)

Meeting of December 5, 2022

My Commission Expires: _____

DEVELOPER**By:**_____
Signature of Witness # 1_____
Signature_____
Print or type name_____
Print or type name_____
Signature of Witness #2**As:**_____
Print or type_____
Print or type name**ATTEST:**_____
Signature_____
Print or Type Name**As:**_____
Mailing Address: _____

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: _____ **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:****(PER ORB 5593 PG. 4601)**

PARCEL NO. 1:

LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:

THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND**(PER ORB 5629 PG. 2641)**

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

Preliminary Development Plan

11-2022

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as ZEN LIVING APARTMENTS Planned Unit Development (PUD) located at 331 Ridgewood Avenue (NE corner of Ridgewood Avenue and 3rd Street (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 _____, 2022, 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”), and Majestic Oaks Daytona LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 12705 Wyndham West Drive, Glen Allen, VA 23059.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to, or is the contract purchaser of, 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 Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires 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 Owner/Developer desires 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 Owner/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

11-2022

Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka 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.

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. Multi-family Dwelling – 120 units

11-2022

- B.** Accessory uses permitted in conjunction with principal use:
 - 1. Pool and Clubhouse
 - 2. Delivery Drop Off, Rideshare Pick-Up Station
 - 3. Exercise Stations, recreational benches and walking paths
- C.** Apartment Sizes:
 - One bedroom – 776.25 square feet
 - Two bedroom – 922.37 square feet
- D.** Prohibited principal uses, if any:
 - 1. Unless a use is specifically permitted in this agreement, it is prohibited.
- E.** Proposed maximum density (in number of dwelling units per acre) 23 (this includes a density bonus):
- F.** Impervious surface is not to exceed 60% of the gross square footage for the Subject Property.
- G. Open Space:** Minimum general open space shall be 25% of the gross square footage of the Subject Property. General open space includes all landscaped buffers, amenitized ponds and all other pervious surfaces. Minimum common open space shall be 15% of the subject property. Common open space consist of the pool, clubhouse, pond perimeter with walking path and exercise stations. General open space (minimum 25%) and common open space (minimum 15%) shall consist of a total of 40% of the property's gross square footage.
- H.** Minimum landscaping requirements are as shown on the landscaping plans.
- I.** Minimum landscaped buffer-yard requirements are as follows:
 - Along Ridgewood Avenue – 25 feet
 - Along 3rd Street – 15 feet
 - Along all other property lines – 10 feet
- J.** Minimum lot size area: 5.4 acres
- K.** Minimum setbacks:
 - 1. Along Ridgewood Ave – 30 feet
 - 2. Along 3rd Street – 15 feet
 - 3. Along Rear (East) Property Line – 25 feet
 - 4. Along all other property lines – 10 feet

11-2022

- L.** Maximum building height (in feet) 40 feet
- M.** Minimum parking standards are as shown and stated on the Preliminary Plan.
- N.** Lighting shall not exceed .5-foot candles at the property line.
- O.** The project shall consist of a single phase.
- P.** 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. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- Q.** Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- R.** Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems 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.
- S.** 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.
- T.** 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

11-2022

traffic counts for City roads only.

6. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: **NONE**.

7. **Development Permits/Fees.** The Owner/Developer is 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.

8. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/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.

9. **Indemnification.** The Owner/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.

10. **Compliance.** The Owner/Developer agrees 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 Owner/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 Owner/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

11-2022

the development of the Subject Property.

11. 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 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 Owner/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 Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/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 Owner/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 Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

12. Environmental and Tree Preservation. The Owner/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 Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

13. Homeowners Association or Property Owners Association. The charter and by-laws of any Homeowner's Association ("HOA") or 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 Owner/Developer shall be responsible for establishing the HOA or 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.

14. Enforcement. Both parties may seek specific performance of this Agreement

11-2022

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 Owner/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 Owner/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.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City 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.

16. **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.

17. **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:

OWNER/DEVELOPER'S REPRESENTATIVES:

Majestic Oaks Daytona LLC
Kalpak Shah
12705 Wyndham West Dr
Glen Allen, VA 23059
Email: kshah@kayakhg.com
Phone: 804-366-3961

CITY'S REPRESENTATIVES:

City Manager

11-2022

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 Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

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

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

20. **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.

21. **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.

22. **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.

11-2022

23. **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.

24. **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.

25. **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.

26. **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 Owner/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.

27. **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.

28. **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.

Attachment: Zen Living Development Agreement (3966 : Zen Living RPUD Rezoning)

11-2022

Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. 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 Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

Attachment: Zen Living Development Agreement (3966 : Zen Living RPUD Rezone)

11-2022

Signature of Witness #2

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

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: _____

Attachment: Zen Living Development Agreement (3966 : Zen Living RPUD Rezone)

11-2022

DEVELOPER**By:**_____
Signature of Witness # 1_____
Signature_____
Print or type name_____
Print or type name_____
Signature of Witness #2**As:**_____
Print or type_____
Print or type name**ATTEST:**_____
Signature_____
Print or Type Name**As:**_____
Mailing Address: __________
_____**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: _____

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:****(PER ORB 5593 PG. 4601)**

PARCEL NO. 1:

LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:

THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND**(PER ORB 5629 PG. 2641)**

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

Preliminary Development Plan

Attachment: Zen Living Development Agreement (3966 : Zen Living RPUD Rezoning)









Attachment: Building 3 - Option 1 (3966 : Zen Living RPUD Rezone)







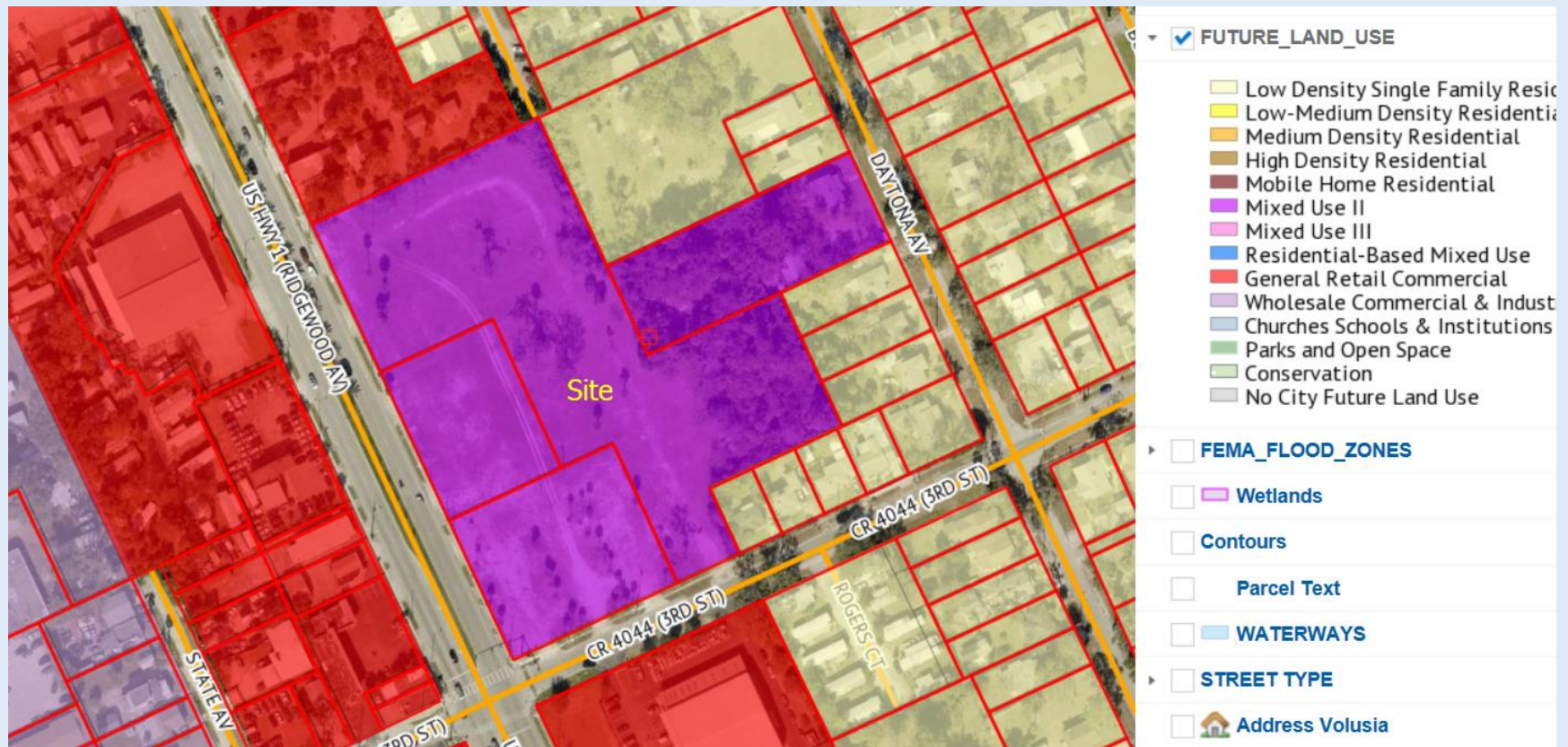
Area Map (Corner of 3rd Street and Ridgewood Ave.)



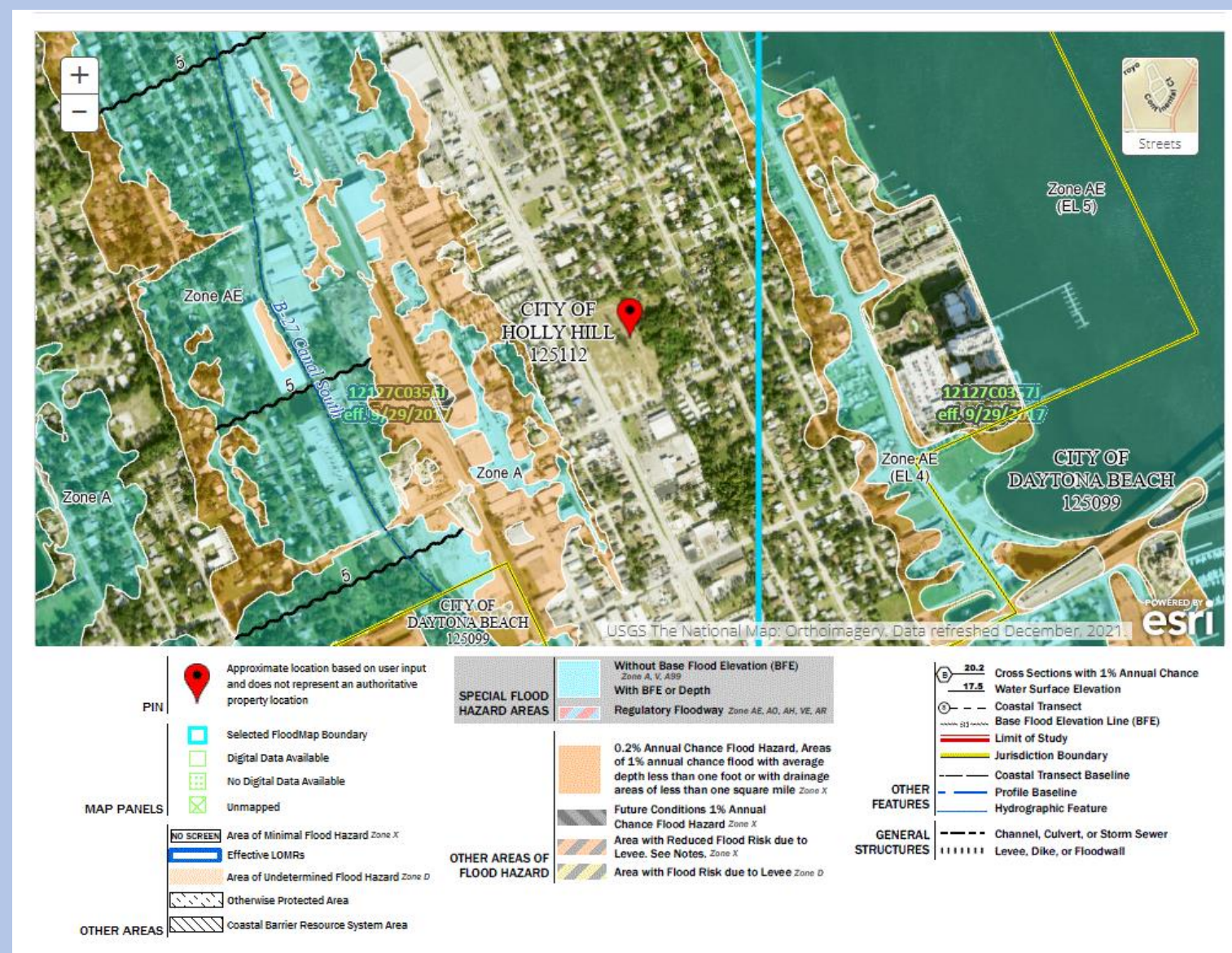
MPUD Zoning (Mixed-Use Planned Unit Development) – Area of Rezone



Mixed-Use II Future Land Use



Packet Pg. 57



FLU

Mixed Use-2: This category allows the following types of land uses either singularly or in combination: public, civic, neighborhood commercial, general commercial, office, multi-family residential, limited single-family use as an adjunct to a business use, and lodging. Execution of a Development Agreement with the City will be required whenever a project involves a combination of such uses. Mixed Use-2 would encourage a mix of medium/high density residential development with on-site office and supporting retail uses. The base residential density would be 20 units/acre, but performance standard bonuses would allow a density of up to 35 units/acre for innovative and high-quality design. The density bonuses would be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment.

Aerial View





View North From 3rd Street



View East From Ridgewood Ave.



BURNS GOLF & LANDSCAPE DESIGN, LLC

1145 Maynard Path
The Villages, FL 32163
386 843-2805
steve@burnsgolf.com

OWNER:

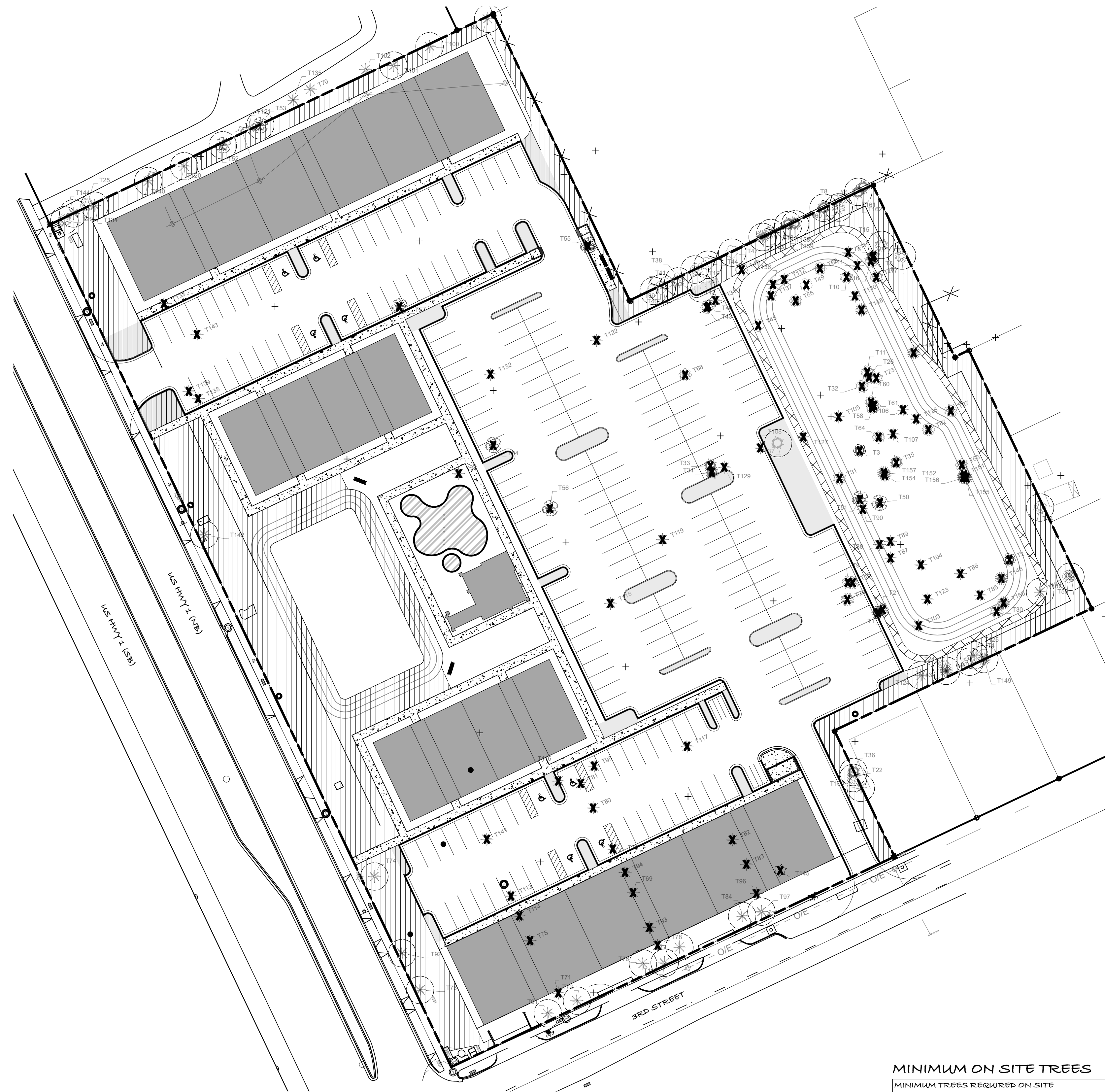
HAMMOCK REAL ESTATE
DEVELOPMENT, LLC

ZEN LIVING APARTMENTS

LANDSCAPE PLAN AND DETAILS

Ridgewood Ave. (U.S.-1) at 3rd St., Holly Hill, Volusia County, Florida

Attachment: Landscaping 1 (3966 - Zen Living RPUD Rezoning)



REQUIRED LANDSCAPE AREA FOR PARKING

REQUIRED LANDSCAPE AREA FOR PARKING SPACES	2,400 SF
240 SPACES X 10 SF = 2,400 SF	
REQUIRED LANDSCAPE AREA FOR PARKING & CIRCULATION AREA	1,508 SF
80,390 SF - 5,000 SF = 75,390 ± 50 = 1,484 SF	
TOTAL LANDSCAPE AREA REQUIRED	3,908 SF
LANDSCAPE AREA PROVIDED	6,327 SF

EXISTING TREE LEGEND

- AMERICAN ELM
- COMMON HACKBERRY
- AMERICAN HORNBEAM
- LAUREL OAK
- SOUTHERN LIVE OAK
- SOUTHERN MAGNOLIA
- SABAL PALM
- SAND PINE
- GOLDENRAIN TREE
- REMOVE TREE
- TREE NUMBER
- TREE PROTECTION ZONE
- TREE PROTECTION AREA
- PARKING LOT LANDSCAPE AREA

MINIMUM ON SITE TREES

MINIMUM TREES REQUIRED ON SITE	156
235,317 SF / 2500 SF = 94.1 1 TREE/DU=156	
EXISTING TREES PRESERVED	27
EXISTING PALMS PRESERVED	23
PLANTED TREES PER LANDSCAPE PLAN	117
PLANTED PALMS PER LANDSCAPE PLAN	6
TOTAL NUMBER OF TREES ON SITE	173

SPECIMEN TREE PROTECTION

SPECIMEN TREES ON SITE	0
SITE ACREAGE	5.4
SPECIMEN TREES PER ACRE	0
SPECIMEN TREES REQUIRED TO BE PRESERVED	0
(0 TREES X 80% = 0 TREES) SEE TABLE	
SPECIMEN TREES PRESERVED	0

SPECIMEN TREES PER ACRE	ON-SITE PROTECTION REQUIRED
LESS THAN 1	80%
1 TO 5	60%
5 TO 10	50%
10 OR MORE	4 PER ACRE

PROTECT DRIP LINE OR ONE FOOT OF RADIUS PER INCH OF DIAMETER, WHICHEVER IS GREATER

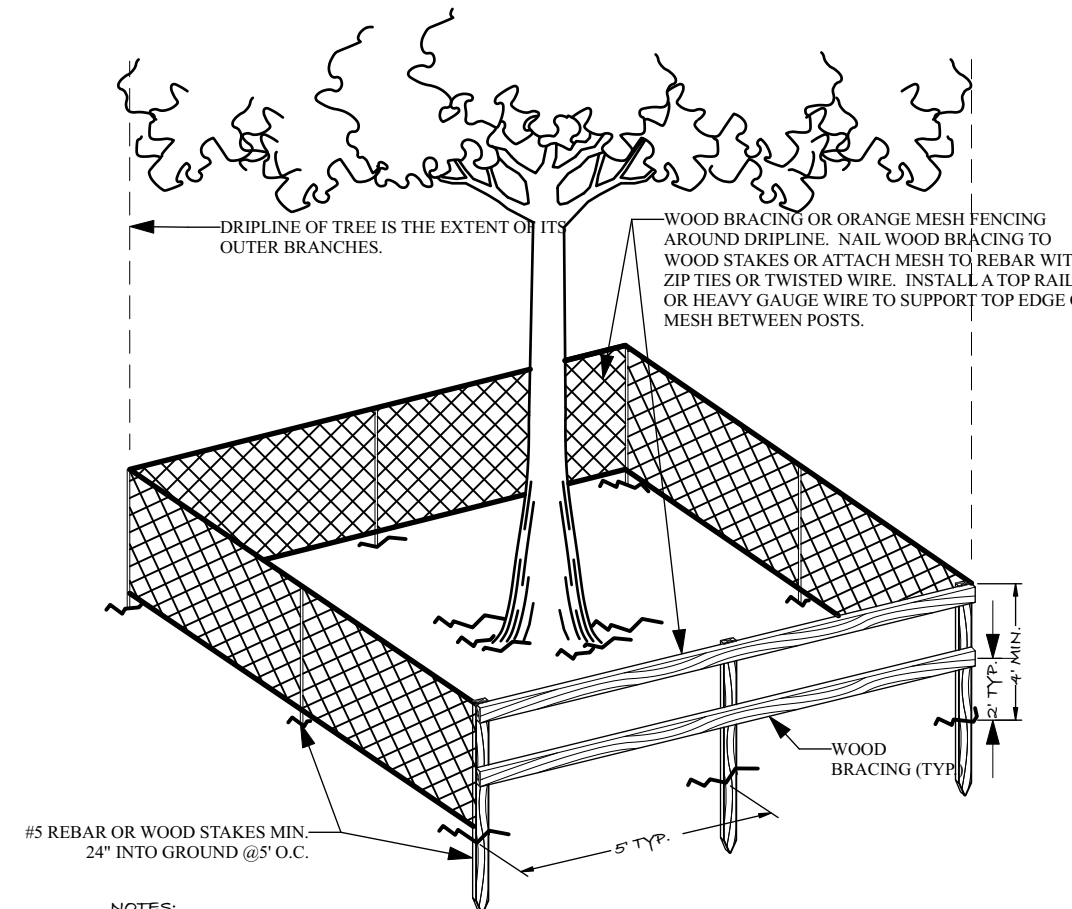
TREE PROTECTION AREA

REQUIRED TREE PROTECTION AREA	35,298 SF
235,317 SF X 15% = 35,298 SF	
TREE PROTECTION AREA PROVIDED	36,156 SF

EXISTING TREES

ID	DBH	SPECIES	REMOVE	RETAIN
T1	12"	AMERICAN ELM	DEMO	
T2	14"	AMERICAN ELM	DEMO	
T3	14"	AMERICAN ELM	DEMO	
T4	6"	COMMON HACKBERRY		REMAIN
T5	6"	COMMON HACKBERRY	DEMO	
T6	6"	COMMON HACKBERRY	DEMO	
T7	6"	COMMON HACKBERRY		REMAIN
T8	6"	COMMON HACKBERRY		OFF-SITE
T9	7"	COMMON HACKBERRY	DEMO	
T10	7"	COMMON HACKBERRY	DEMO	
T11	7"	COMMON HACKBERRY	DEMO	
T12	7"	COMMON HACKBERRY		REMAIN
T13	7"	COMMON HACKBERRY		OFF-SITE
T14	8"	COMMON HACKBERRY		REMAIN
T15	8"	COMMON HACKBERRY		REMAIN
T16	8"	COMMON HACKBERRY	DEMO	
T17	8"	COMMON HACKBERRY		REMAIN
T18	9"	COMMON HACKBERRY	DEMO	
T19	9"	COMMON HACKBERRY		REMAIN
T20	10"	COMMON HACKBERRY		REMAIN
T21	10"	COMMON HACKBERRY	DEMO	
T22	10"	COMMON HACKBERRY		REMAIN
T23	10"	COMMON HACKBERRY	DEMO	
T24	11"	COMMON HACKBERRY		REMAIN
T25	13"	COMMON HACKBERRY		OFF-SITE
T26	13"	COMMON HACKBERRY	DEMO	
T27	14"	COMMON HACKBERRY	DEMO	
T28	14"	COMMON HACKBERRY	DEMO	
T29	15"	COMMON HACKBERRY	DEMO	
T30	15"	COMMON HACKBERRY	DEMO	
T31	16"	COMMON HACKBERRY	DEMO	
T32	16"	COMMON HACKBERRY	DEMO	
T33	6"	AMERICAN HORNBEAM		REMAIN
T159	6"	AMERICAN HORNBEAM		REMAIN
T161	6"	AMERICAN HORNBEAM		REMAIN
T162	6"	AMERICAN HORNBEAM		OFF-SITE
T34	7"	AMERICAN HORNBEAM	DEMO	
T158	7"	AMERICAN HORNBEAM		OFF-SITE
T35	8"	AMERICAN HORNBEAM	DEMO	
T36	8"	AMERICAN HORNBEAM		REMAIN
T160	10"	AMERICAN HORNBEAM		OFF-SITE
T37	12"	AMERICAN HORNBEAM		REMAIN
T38	6"	LAUREL OAK		REMAIN
T39	8"	LAUREL OAK		REMAIN
T40	9"	LAUREL OAK		REMAIN
T41	10"	LAUREL OAK		REMAIN
T42	11"	LAUREL OAK		REMAIN
T43	11"	LAUREL OAK	DEMO	
T44	11"	LAUREL OAK		REMAIN
T45	13"	LAUREL OAK	DEMO	
T46	13"	LAUREL OAK	DEMO	
T47	13"	LAUREL OAK		REMAIN
T48	13"	LAUREL OAK	DEMO	
T49	30"	LAUREL OAK	DEMO	
T50	10"	SOUTHERN LIVE OAK	DEMO	
T51	13"	SOUTHERN LIVE OAK	DEMO	
T52	15"	SOUTHERN LIVE OAK		REMAIN
T53	15"	SOUTHERN LIVE OAK		REMAIN
T54	24"	SOUTHERN LIVE OAK	DEMO	
T55	29"	SOUTHERN LIVE OAK	DEMO	
T56	30"	SOUTHERN LIVE OAK	DEMO	
T57	31"	SOUTHERN LIVE OAK	DEMO	
T58	10"	SOUTHERN MAGNOLIA	DEMO	
T59	12"	SOUTHERN MAGNOLIA		REMAIN
T60	12"	SOUTHERN MAGNOLIA	DEMO	
T61	15"	SOUTHERN MAGNOLIA	DEMO	
T62	15"	SOUTHERN MAGNOLIA	DEMO	
T63	18"	SOUTHERN MAGNOLIA	DEMO	
T64	18"	SOUTHERN MAGNOLIA	DEMO	
T65	24"	SOUTHERN MAGNOLIA	DEMO	
T66	24"	SOUTHERN MAGNOLIA	DEMO	
T67	28"	SOUTHERN MAGNOLIA		REMAIN
T68	31"	SOUTHERN MAGNOLIA	DEMO	
T69	8"	SABAL PALM	DEMO	
T70	8"	SABAL PALM		OFF-SITE
T71	9"	SABAL PALM	DEMO	
T72	9"	SABAL PALM		REMAIN
T73	9"	SABAL PALM		REMAIN
T74	9"	SABAL PALM		REMAIN
T75	9"	SABAL PALM	DEMO	

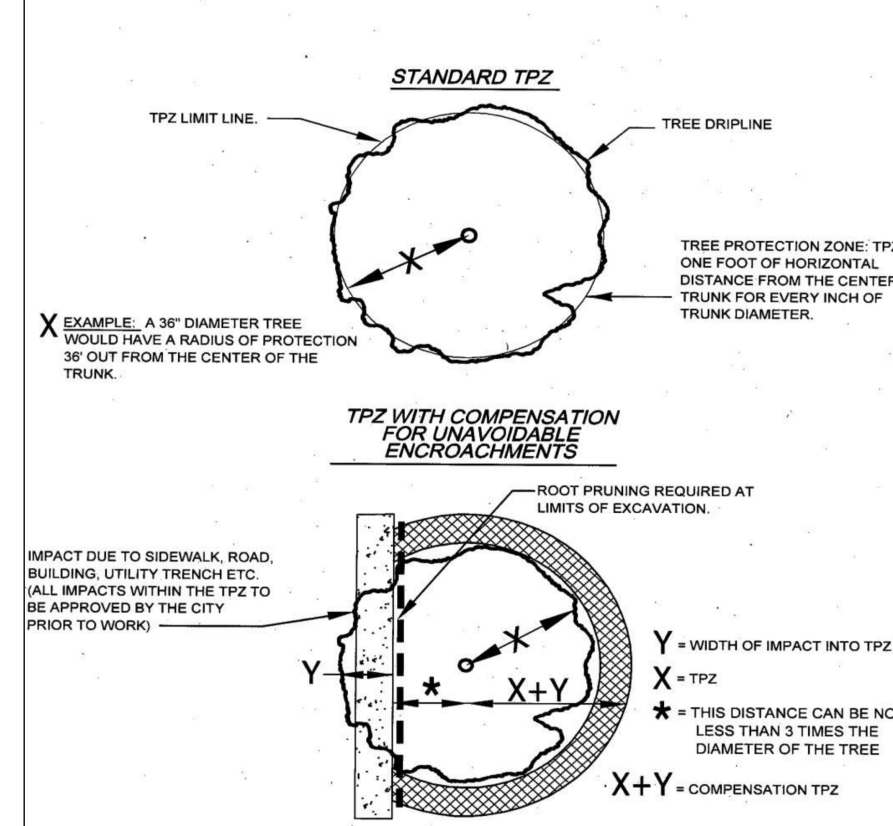
T76	9"	SABAL PALM		REMAIN
T77	9"	SABAL PALM		REMAIN
T78	9"	SABAL PALM		DEMO
T79	9"	SABAL PALM		DEMO
T80	9"	SABAL PALM		DEMO
T81	9"	SABAL PALM		DEMO
T82	9"	SABAL PALM		DEMO
T83	9"	SABAL PALM		DEMO
T84	9"	SABAL PALM		REMAIN
T85	9"	SABAL PALM		DEMO
T86	9"	SABAL PALM		DEMO
T87	9"	SABAL PALM		DEMO
T88	9"	SABAL PALM		DEMO
T89	9"	SABAL PALM		DEMO
T90	9"	SABAL PALM		DEMO
T91	10"	SABAL PALM		REMAIN
T92	10"	SABAL PALM		REMAIN
T93	10"	SABAL PALM		DEMO
T94	10"	SABAL PALM		DEMO
T95	10"	SABAL PALM		DEMO
T96	10"	SABAL PALM		DEMO
T97	10"	SABAL PALM		REMAIN
T98	10"	SABAL PALM		DEMO
T99	10"	SABAL PALM		REMAIN
T100	10"	SABAL PALM		REMAIN
T101	10"	SABAL PALM		REMAIN
T102	10"	SABAL PALM		OFF-SITE
T103	10"	SABAL PALM		DEMO
T104	10"	SABAL PALM		DEMO
T105	10"	SABAL PALM		DEMO
T106	10"	SABAL PALM		DEMO
T107	10"	SABAL PALM		DEMO
T108	10"	SABAL PALM		DEMO
T109	10"	SABAL PALM		REMAIN
T110	10"	SABAL PALM		DEMO
T111	10"	SABAL PALM		DEMO
T112	10"	SABAL PALM		DEMO
T113	11"	SABAL PALM		DEMO
T114	11"	SABAL PALM		DEMO
T115	11"	SABAL PALM		REMAIN
T116	11"	SABAL PALM		DEMO
T117	11"	SABAL PALM		DEMO
T118	11"	SABAL PALM		DEMO
T119	11"	SABAL PALM		DEMO
T120	11"	SABAL PALM		REMAIN
T121	11"	SABAL PALM		OFF-SITE
T122	11"	SABAL PALM		DEMO
T123	11"	SABAL PALM		DEMO
T124	11"	SABAL PALM		REMAIN
T125	11"	SABAL PALM		REMAIN
T126	11"	SABAL PALM		REMAIN
T127	11"	SABAL PALM		DEMO
T128	11"	SABAL PALM		DEMO
T129	11"	SABAL PALM		DEMO
T130	11"	SABAL PALM		DEMO
T131	11"	SABAL PALM		DEMO
T132	12"	SABAL PALM		DEMO
T133	12"	SABAL PALM		DEMO
T134	12"	SABAL PALM		REMAIN
T135	12"	SABAL PALM		OFF-SITE
T136	12"	SABAL PALM		DEMO
T137	12"	SABAL PALM		REMAIN
T138	14"	SABAL PALM		DEMO
T139	14"	SABAL PALM		DEMO
T140	14"	SABAL PALM		REMAIN
T141	15"	SABAL PALM		DEMO
T142	15"	SABAL PALM		REMAIN
T143	15"	SABAL PALM		DEMO
T144	15"	SABAL PALM		REMAIN
T145	20"	SAND PINE		DEMO
T146	6"	GOLDENRAIN TREE		DEMO
T147	6"	GOLDENRAIN TREE		DEMO
T148	7"	GOLDENRAIN TREE		DEMO
T149	11"	GOLDENRAIN TREE		REMAIN
T150	11"	GOLDENRAIN TREE		DEMO
T151	11"	GOLDENRAIN TREE		DEMO
T152	11"	GOLDENRAIN TREE		DEMO
T153	12"	GOLDENRAIN TREE		REMAIN
T154	12"	GOLDENRAIN TREE		DEMO
T155	12"	GOLDENRAIN TREE		DEMO
T156	12"	GOLDENRAIN TREE		DEMO
T157	14"	GOLDENRAIN TREE		DEMO
T163	15"	GOLDENRAIN TREE		OFF-SITE



- NOTES:
1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
 - a. UNNECESSARY CUTTING, BRANCHING, OR SHADING OF ROOTS
 - b. SHADING AND BRIDGING OF CANOPY
 - c. SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP LINE
 - d. ROOT OR VEHICULAR TRAFFIC
 2. PROTECT TEMPORARY WOODEN OR REBAR BARRICADES, AS SHOWN ON THIS SHEET, BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE SHALL BE INSTALLED AT THE DRIP LINE, OR 1' DISTANCE FROM THE CENTER OF THE TRUNK FOR EVERY INCH OF TREE DIAMETER, WHICHEVER IS GREATER. FENCE TO BE 4' HIGH MINIMUM WITH 2X4 POSTS AND 2 X 4 RAILS AT 2' AND 4' ABOVE GROUND AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHOULD BE A MINIMUM CLEAR DISTANCE OF 6' FROM THE FACE OF ANY TREES.
 3. REBAR AND WOODEN SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, OR VEHICLES, OR TEMPORARY SHELTERS, ON TREES LARGER THAN 12\"/>

1 TREE PROTECTION FENCING DETAIL N.T.S.

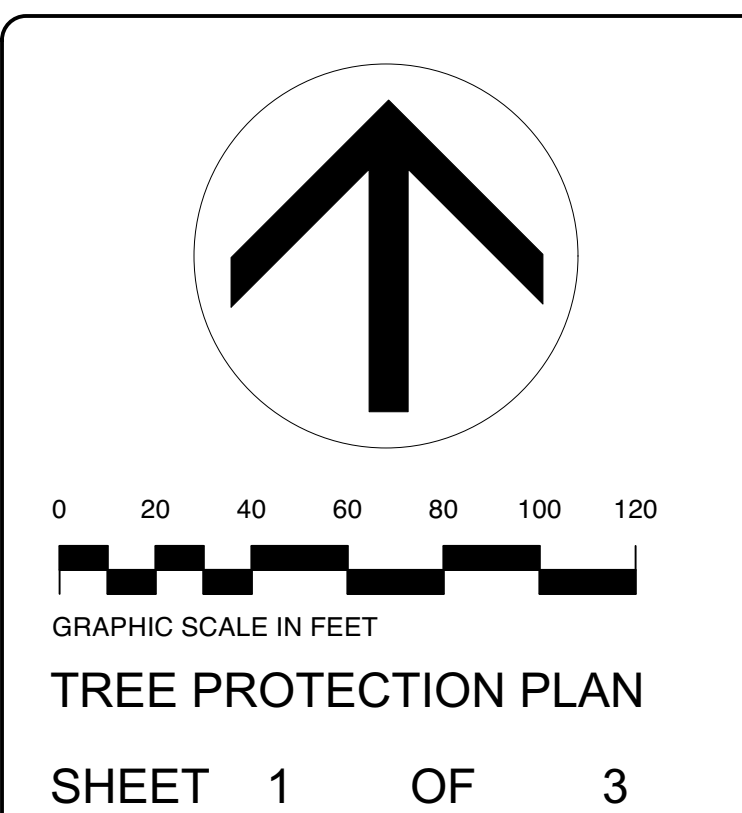
STANDARD TREE PROTECTION ZONE DETAIL



- NOTES:
1. SEE PLANS FOR LOCATION OF TREE PROTECTION FENCES
 2. ALL TREE PROTECTION FENCES MUST BE INSTALLED PRIOR TO CLEARING
 3. NO GRADING SHALL OCCUR WITHIN THE TREE PROTECTION ZONE
 4. REMOVE ALL BARRIERS UPON COMPLETION OF PROJECT
 5. ANY VEGETATION REMOVED WITHIN THE TPZ SHALL ONLY BE DONE BY HAND

2 TREE PROTECTION ZONE DETAIL N.T.S.

Digitally signed by Stephen R. Burns
Date: 2022.11.14
12:12:34 -05'00'



BURNS GOLF &
LANDSCAPE DESIGN, LLC

1145 Maynard Path
The Villages, FL 32163
386 843-2805
steve@burnsgolf.com

owner:

HAMMOCK REAL ESTATE
DEVELOPMENT, LLC

ZEN LIVING APARTMENTS

LANDSCAPE PLAN AND DETAILS

Ridgewood Ave. (U.S.-1) at 3rd. St., Holly Hill, Volusia County, Florida

Attachment: Landscaping 2 (3966 : Zen Living RPUD Rezone)

PLANT LIST					
ID	QTY	LATIN NAME	COMMON NAME	SIZE	COMMENTS
TREES					
LN	20	LAGERSTROEMIA X 'NATCHEZ'	NATCHEZ GRAPENMYRTLE	65 GAL.	2.5' CAL., MIN. 12" HT., STD.
LA	24	LACONIA 'TUSKEGEE'	TUSKEGEE ORANGE MYRTLE	65 GAL.	2.5' CAL., MIN. 12" HT., STD.
U	16	LIQUISTRA JAPONICUM	JAPANESE PRIVET TREE FORM	65 GAL.	6' HT., 6" SP., PRUNED
LM	28	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	45 GAL.	2" CAL., MIN. 8" HT.
QV	25	QUERCUS VIRGINIANA 'SDLN' P.P.# 12015	CATHEDRAL OAK (R)	100 GAL.	2.5" CAL., MIN. 10" HT.
TD	9	TAXODIUM DISTICHUM	BALD CYPRESS	45 GAL.	2.5" CAL., MIN. 10" HT.
PALMS					
SP	6	SABAL PALMETTO	CABBAGE PALM	14" C.T.	DEBROOTED
SHRUBS					
ASP	154	ACCA SOLLERIANA	PINEAPPLE GUAVA	7 GAL.	30" MIN. HT., 18" SP., FULL, 30" O.D.
ARM	124	ILEX CORALLATA 'DWARF BURFORSII'	DWARF BURFORS HOLLY	7 GAL.	30" HT., 18" SP., 30" O.D.
DYH	432	ILEX VOMITORIA 'STOKES' DWARF'	DWARF YAWON HOLLY	3 GAL.	10" HT., 14" SP., 30" O.D.
JOE	125	JUNIPERUS CONFERTA 'BLUE PACIFIC'	BLUE PACIFIC SHORE JUNIPER	3 GAL.	4" HT., 16" SP., 36" O.D.
LOP	141	LOREOPTALMA CHINENSIS VAE RUBRUM 'PLUM DELIGHT'	'PLUM DELIGHT' CHINESE FRINGE FLODBERRY	7 GAL.	30" HT., 18" SP., FULL, 30" O.D.
PM	242	PORCOCARPUS MACROPHYLLUS	JAPANESE YEW	7 GAL.	30" HT., 14" SP., FULL, 30" O.D.
SAT	200	SCHIEFFELIA ARBOREOLICA 'TRINETTE'	TRINETTE SCHIEFFELIA	3 GAL.	18" HT., 18" SP., FULL, 30" O.D.
VO	244	VIBURNUM ODORATISSIMUM	SWINE VIBURNUM	15 GAL.	4" HT., 3" SP., FULL, 5" O.D.
ZF	69	ZAMIA FLORIDANA	COONTIE	3 GAL.	18" SP., FULL, 30" O.D.
PERENNIALS					
LEG	1282	LIRIOPE MUSCARI 'EMERALD GODDESS'	EMERALD GODDESS LILYTURF	1 GAL.	10-12 PPP, 12" HT., 18" O.D.
LMV	7791	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILYTURF	1 GAL.	10-12 PPP, 12" HT., 18" O.D.
MUC	464	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL.	10" HT., 30" SP., 30" O.D.

revisions:			
NO.	DATE	DESCRIPTION	BY
A	11/14/22	REVISE PER CITY COMMENTS	SRB

Digitally signed
by Stephen R.
Burns
Date:
2022.11.14
12:13:11 -05'00'

0 15 30 45 60 75 90

GRAPHIC SCALE IN FEET

LANDSCAPE PLAN

SHEET 2 OF 3

LANDSCAPE SPECIFICATIONS

1. CALL BEFORE YOU DIG: CONTRACTOR SHALL CONTACT SUNSHINE 811 (CALL 811), TO LOCATE UTILITIES, PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF UNDERGROUND UTILITIES WITHOUT PRIOR WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE. CONTRACTOR SHALL HAND DIG WHERE POSSIBLE UTILITY CONFLICTS EXIST.

2. QUALITY OF WORK: LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL OR WORKMANSHIP WHICH DOES NOT MEET THESE SPECIFICATIONS.

3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS DEFINED IN THE MOST RECENT "FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS," PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

4. PLANT SIZE: CALLOWAGE SPECIFIED FOR PLANTS IS THE MINIMUM ACCEPTABLE CONTAINER SIZE. PLANTS SHALL ALSO MEET THE SPECIFIED CALIPER AND OTHER PHYSICAL DIMENSIONS.

5. PLANT SELECTION: CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE OF THE PLANT SOURCE LOCATION AT LEAST 72 HOURS PRIOR TO PURCHASING PLANT MATERIAL. THEY MAY ACCOMPANY CONTRACTOR TO THE NURSERY TO REVIEW TAGGED PLANT MATERIAL. IN ANY CASE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PLANT MATERIAL QUALITY.

6. MULCH: PLANT BEDS SHALL BE TOP DRESSED WITH A 3" THICK LAYER OF GRADE "B" OR BETTER PINE BARK MULCH. UNLESS OTHERWISE NOTED, TREES NOT IN BEDS SHALL HAVE A 5" DIAMETER MULCH RING.

7. SOD: UNLESS OTHERWISE NOTED, SOD SHALL BE FLORATAM ST. AUGUSTINE. SOD SHALL BE LAID WITH NO GAPS BETWEEN SOD, AND SHALL BE ROLLED UPON INSTALLATION. QUANTITY TAKEOFFS ARE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL ENSURE THE SOD IS WEED FREE UPON INSTALLATION, AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.

8. FERTILIZER: CONTRACTOR SHALL APPLY OSMOCOTE SLOW RELEASE FERTILIZER, OR EQUIVALENT, TO ALL PLANTING BEDS, AT LABEL RATES FOR THE TYPE OF PLANTS INSTALLED.

9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE FOR THE SPECIFIED PLANTS. CONTRACTOR SHALL IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE IF SOIL CONDITIONS ARE UNSUITABLE FOR PLANT HEALTH. THE CONTRACTOR SHALL REMOVED LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS OR EXCAVATE AND REPLACE CONTAMINATED SOIL WITH SUITABLE PLANTING SOIL. PLANTING SOIL SHOULD HAVE A pH BETWEEN 5.8 AND 7.5.

10. TOPSOIL: INSTALLED TOPSOIL SHALL BE FREE FROM WEEDS, SEEDS, INSECTS, CLAY, HARD PAN, HARD CLODS OR STONES IN EXCESS OF 1" DIAMETER, AND OTHER MATERIAL HARMFUL TO GROWTH.

11. QUANTITIES: WHERE THE QUANTITIES SHOWN IN THE PLANT LIST VARY FROM THOSE SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.

12. SUBSTITUTIONS: NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.

13. PERCOLATION: CONTRACTOR SHALL PERFORM PERCOLATION TESTS IN ALL PHOENIX SPP. PALM TREE PLANTING PITS. ARRANGE FOR THE OWNER'S REPRESENTATIVE TO ATTEND THE TESTS.

14. EXISTING VEGETATION: IF EXISTING VEGETATION, THAT IS SHOWN TO REMAIN, CONFLICTS WITH PROPOSED PLANTING, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR RESOLUTION.

15. UNFORESEEN CONDITIONS: IF UNFORESEEN CONDITIONS EXIST, THAT INTERFERE WITH PROPER INSTALLATION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.

16. WEEDS: CONTRACTOR SHALL WEED ALL AREAS PRIOR TO THE INSTALLATION OF PLANTS AND MULCH. CONTRACTOR SHALL KEEP ALL AREAS WEED FREE FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.

17. GRADING: CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED OR SODDED TO ELIMINATE SURFACE IRREGULARITIES, REPAIR AND REGRADE WASHOUT AREAS, AND OTHERWISE MAINTAIN GRADE UNTIL FINAL ACCEPTANCE OF THE PROJECT. CONTRACTOR SHALL ENSURE THE WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE OF ANY ISSUES. ALL AREAS SHALL DRAIN AWAY FROM STRUCTURES, UNLESS OTHERWISE INDICATED.

18. STAKING: TREES AND PALMS SHALL BE STAKED PER THE DETAILS. ALTERNATE STAKING METHODS SHALL BE SUBMITTED FOR APPROVAL. CONTRACTOR, AT THEIR OWN COST, SHALL STRAIGHTEN, REPAIR OR REPLACE ANY PLANT MATERIAL DAMAGED AS A RESULT OF IMPROPER STAKING.

19. BED LINES: CONTRACTOR SHALL EDGE BED LINES IN SMOOTH, FLOWING CURVES OR STRAIGHT LINES AS INDICATED ON THE PLANS.

20. ROOT BARRIER: ROOT BARRIER SHALL BE INSTALLED AT AN APPROPRIATE DISTANCE AWAY FROM TREES WHERE ROOTS MAY POTENTIALLY DISTURB INFRASTRUCTURE.

21. LANDSCAPE EDGING: CONTRACTOR SHALL INSTALL METAL EDGING BETWEEN ALL PLANTING BEDS AND SOD. EDGING SHALL BE STEEL OR ALUMINUM, BLACK OR BROWN IN COLOR, WITH MINIMUM DIMENSIONS OF 3/16" X 4". 15" METAL ANCHOR STAKES SHALL BE INSTALLED ON THE INSIDE.

22. PEA GRAVEL: CONTRACTOR SHALL INSTALL AN 18" WIDE BAND OF PEA GRAVEL, AROUND BUILDING PERIMETER, WHERE INDICATED. ROCK SHALL BE 1/8" - 3/8" DIAMETER, INSTALLED TO A 3" DEPTH OVER WEED CONTROL FABRIC, WITH FINISH GRADE MATCHING THE SURROUNDING AREA.

23. WEED BARRIER FABRIC: AREAS OF PEA GRAVEL ROCK SHALL HAVE WEED BARRIER FABRIC INSTALLED UNDERNEATH THE ROCK. FABRIC SHALL CONFORM TO ASTM STANDARDS FOR MASS, BREAKING LOAD, PUNCTURE RESISTANCE, TEAR STRENGTH, WATER PERMEABILITY AND ULTRAVIOLET DEGRADATION. PLASTIC FABRICS ARE NOT ACCEPTABLE.

24. NATURAL AREAS: CONTRACTOR SHALL CLEAN UP PRESERVED NATURAL AREAS, OTHER THAN WETLAND BUFFERS. DEAD BRANCHES AND PALM FRONDS SHALL BE PRUNED, THE AREA SHALL BE CLEANED OF DEBRIS AND WEEDS, AND THE AREA SHALL BE MULCHED TO A DISTANCE OF 5'.

25. WILDLIFE NOTIFICATION: NOTIFY LANDSCAPE ARCHITECT OF THE PRESENCE OF DEER OR NUISANCE ANIMALS SO PROPER PLANT SUBSTITUTIONS MAY BE MADE. LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES TO PROPOSED PLANT MATERIAL CAUSED BY DEER OR OTHER ANIMALS.

26. RECORD DRAWINGS: CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS, OF THE IRRIGATION AND LANDSCAPE IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE OF THE WORK.

27. FINAL ACCEPTANCE: CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO SCHEDULE A PUNCH-LIST INSPECTION TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF THE WORK BY THE LANDSCAPE ARCHITECT. UNACCEPTABLE WORK SHALL BE CORRECTED AND RE-INSPECTED PRIOR TO FINAL ACCEPTANCE.

28. MAINTENANCE: CONTRACTOR SHALL MAINTAIN THE LANDSCAPE FOR 90 DAYS AFTER FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE MOWING, WATERING, PRUNING, WEEDING, MULCHING AND REPLACEMENT OF DEAD OR DYING PLANT MATERIAL.

29. GUARANTEE: CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM FINAL ACCEPTANCE. CONTRACTOR IS NOT RESPONSIBLE FOR PLANTS DAMAGED BY FIRE, FLOOD, LIGHTENING, FREEZING TEMPERATURES, WIND OVER 50 MPH, NATURAL DISASTER, VANDALISM, OR OWNER NEGLIGENCE.

IRRIGATION NOTES

1. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM, WITH A RAIN SENSOR, SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS.

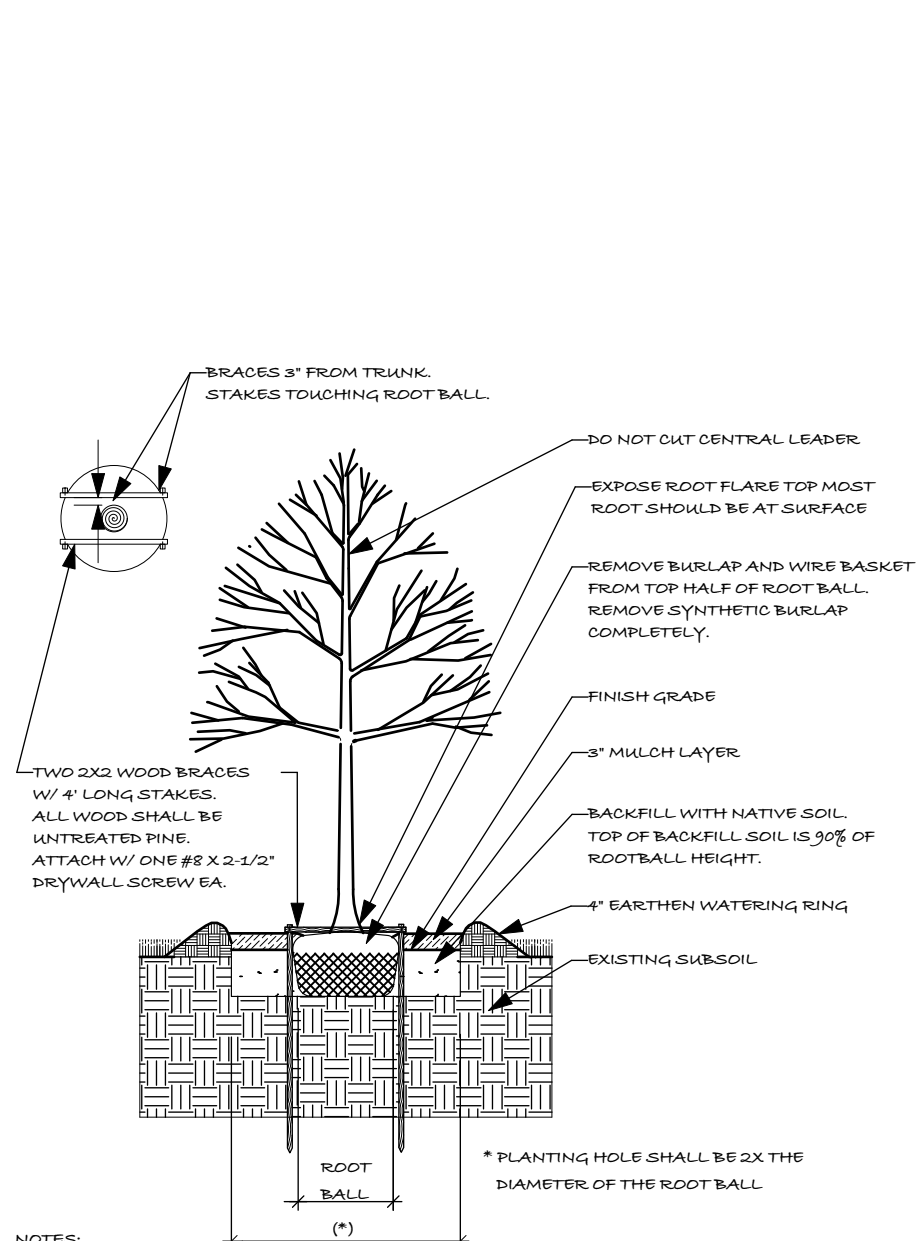
SODDING, SEEDING & MULCHING NOTES

1. SCOPE OF WORK: THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SOD, OR SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM SPECIFICATIONS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS OUTLINED IN SECTIONS 570 (GRASSING BY SEEDING) AND 575 (SODDING). IN ADDITION, ALL WORK SHALL MEET THE MINIMUM REQUIREMENTS OF THE APPROVING JURISDICTION.

2. MATERIALS: GRASS SEED SHALL BE A MIXTURE OF:
PENSACOLA BAHIA (USE 50% SCARIFIED SEED) 50%
HULLED BERBERDA 25%
BROWN TOP MILLET (SPRING & SUMMER) 25%
OR ANNUAL RYE GRASS (FALL & WINTER)

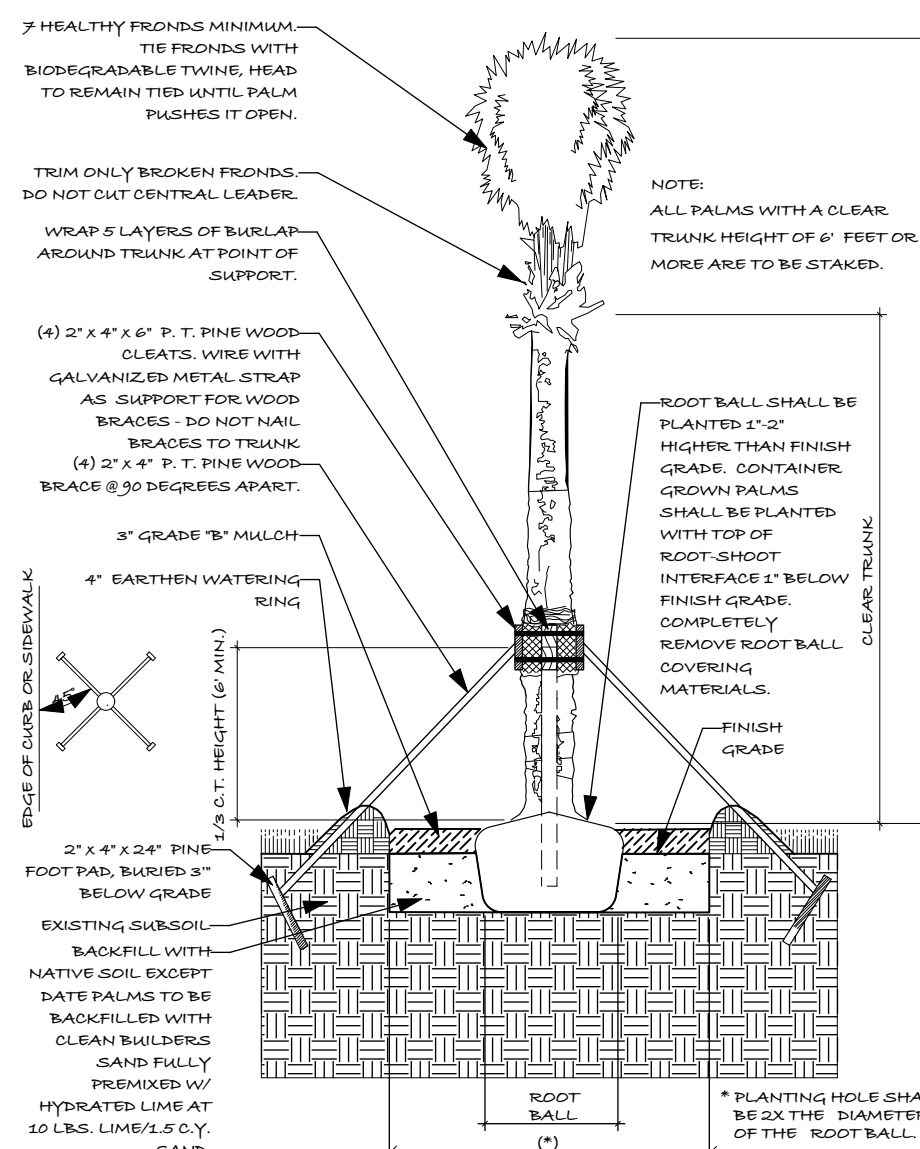
SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION PROVIDED TO THE OWNER'S REPRESENTATIVE PRIOR TO USE. MULCH SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERBERDA, OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM WEEDS AND OTHER UNDESIRABLE GRASS.

3. METHODS: GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS UNWIDLY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE 130 POUNDS PER ACRE, APPROXIMATELY 1" LOOSER THICKNESS OF MULCH MATERIAL SHALL BE 1.5 BALES PER 1000 S.F. THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN. CONTRACTOR MAY REQUEST AN OPTION TO INSTALL HYDROSEEDING. WATER THE GROUND, PRIOR TO LAYING SOD, SUCH THAT THE TOP 1/2" OF SOIL IS MOIST. UNDER NO CIRCUMSTANCES SHALL SOD BE PLACED ON DRY SOIL.



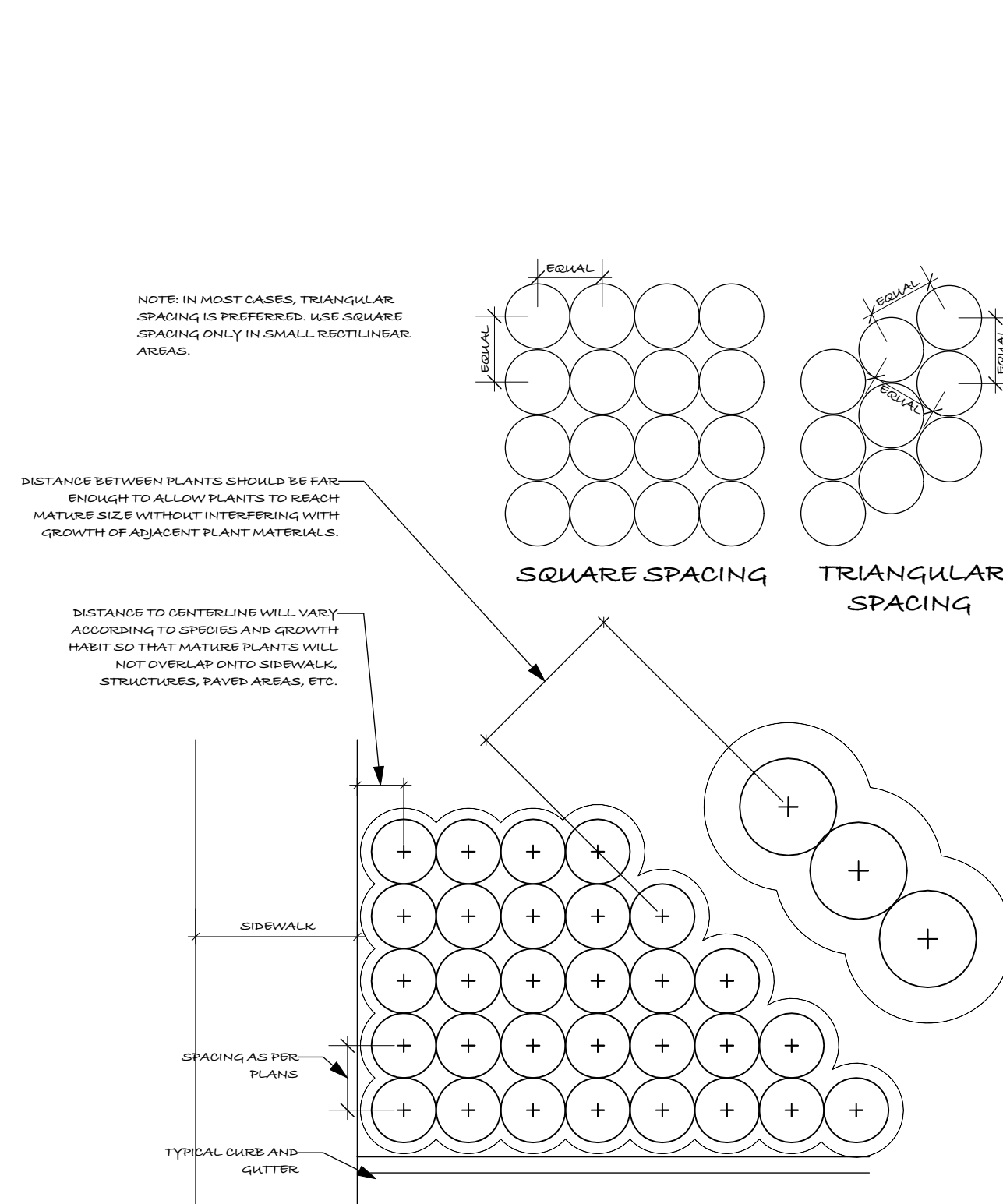
- NOTES:
1. UNLESS OTHERWISE NOTED, DO NOT PLACE ANY SOIL OVER THE ROOT BALL. WHEN PLANTED, BACKFILL SOIL SHOULD BE APPROXIMATELY 2-3" BELOW THE TOP OF THE ROOT BALL (90-95% OF ROOT BALL HEIGHT IN WELL-DRAINED SOILS). IN POORLY DRAINED SOIL, PLANT HIGHER AND MOUND UP TO THE TREE.
 2. THE TOP-MOST ROOT SHOULD ORIGINATE FROM THE TRUNK AT THE SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL IN THE ROOT BALL. THE TRUNK FLARE SHOULD BE VISIBLE.
 3. MULCH SHOULD COVER ONLY THE EDGE OF THE ROOT BALL.
 4. LOCATE THE IRRIGATION DEVICE SO IT DELIVERS WATER DIRECTLY TO THE ROOT BALL. THERE IS USUALLY NO NEED TO WATER AREAS OUTSIDE THE ROOT BALL (EXCEPT FOR OTHER PLANTS).
 5. NO AMENDMENTS OF ANY KIND ARE NECESSARY IN THE BACKFILL SOIL.
 6. NO SOIL BERM IS NEEDED IF TREES WILL BE IRRIGATED WITH A LOW-VOLUME DEVICE. HOWEVER, IF THE ROOT BALL IS FIBER TEXTURE THAN THE BACKFILL SOIL, PLACE THE BERM AT THE EDGE OF THE ROOT BALL TO ENSURE THAT WATER PERCOLATES INTO THE ROOT BALL.

1 TREE PLANTING DETAIL
N.T.S.

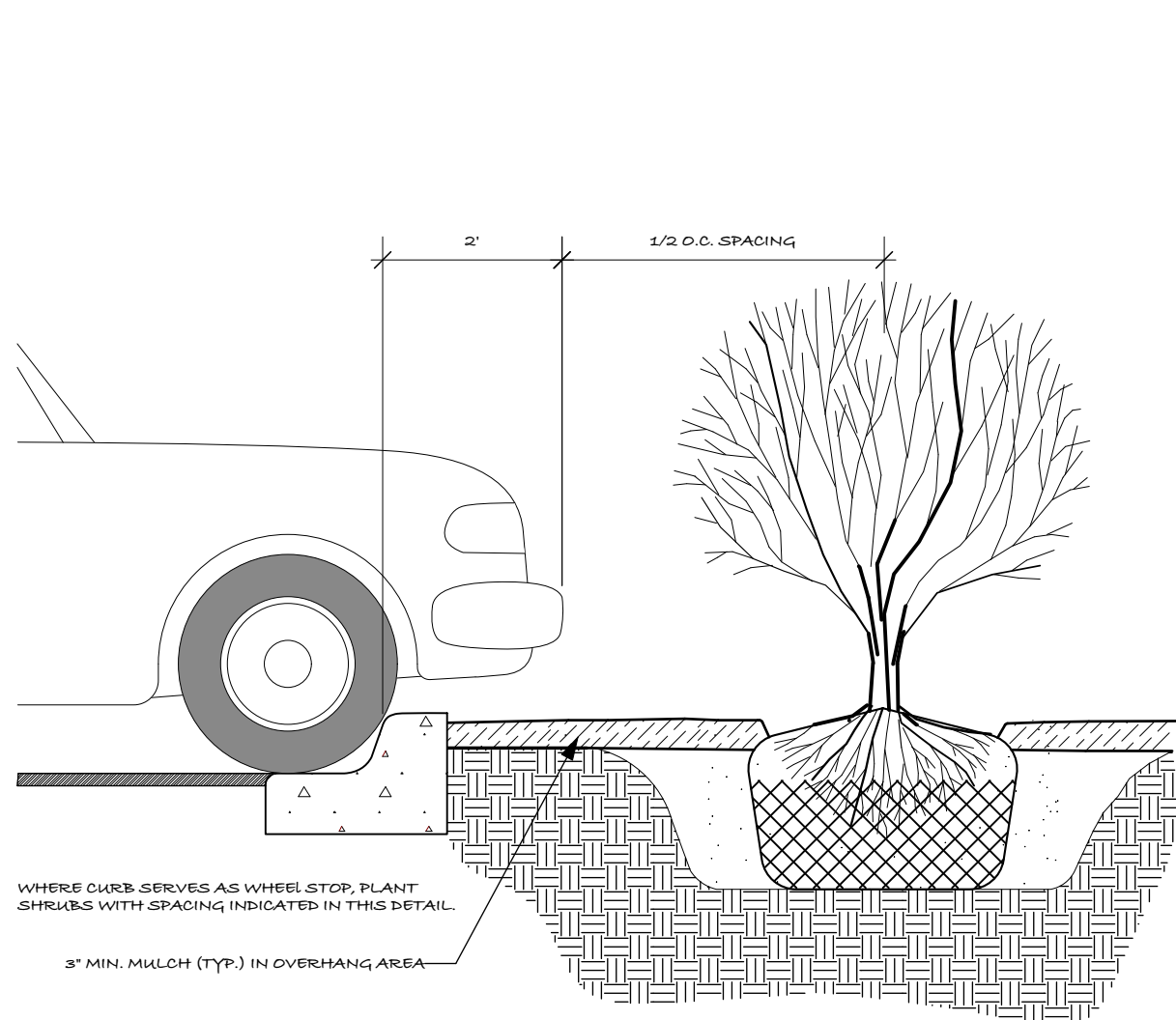


- PLANTING NOTES:
1. UNLESS OTHERWISE NOTED (FOR CONTAINERS), DO NOT PLACE ANY SOIL OVER THE ROOT BALL. WHEN PLANTED, BACKFILL SOIL SHOULD BE APPROXIMATELY 2-3" BELOW THE TOP OF THE ROOT BALL (90-95% OF ROOT BALL HEIGHT IN WELL-DRAINED SOILS). IN POORLY DRAINED SOIL, PLANT HIGHER AND MOUND UP TO THE TREE.
 2. THE TOP-MOST ROOT SHOULD ORIGINATE FROM THE TRUNK AT THE SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL IN THE ROOT BALL. THE TRUNK FLARE SHOULD BE VISIBLE.
 3. MULCH SHOULD COVER ONLY THE EDGE OF THE ROOT BALL.
 4. LOCATE THE IRRIGATION DEVICE SO IT DELIVERS WATER DIRECTLY TO THE ROOT BALL. THERE IS USUALLY NO NEED TO WATER AREAS OUTSIDE THE ROOT BALL (EXCEPT FOR OTHER PLANTS).
 5. NO AMENDMENTS OF ANY KIND ARE NECESSARY IN THE BACKFILL SOIL.
 6. NO SOIL BERM IS NEEDED IF TREES WILL BE IRRIGATED WITH A LOW-VOLUME DEVICE. HOWEVER, IF THE ROOT BALL IS FIBER TEXTURE THAN THE BACKFILL SOIL, PLACE THE BERM AT THE EDGE OF THE ROOT BALL TO ENSURE THAT WATER PERCOLATES INTO THE ROOT BALL.

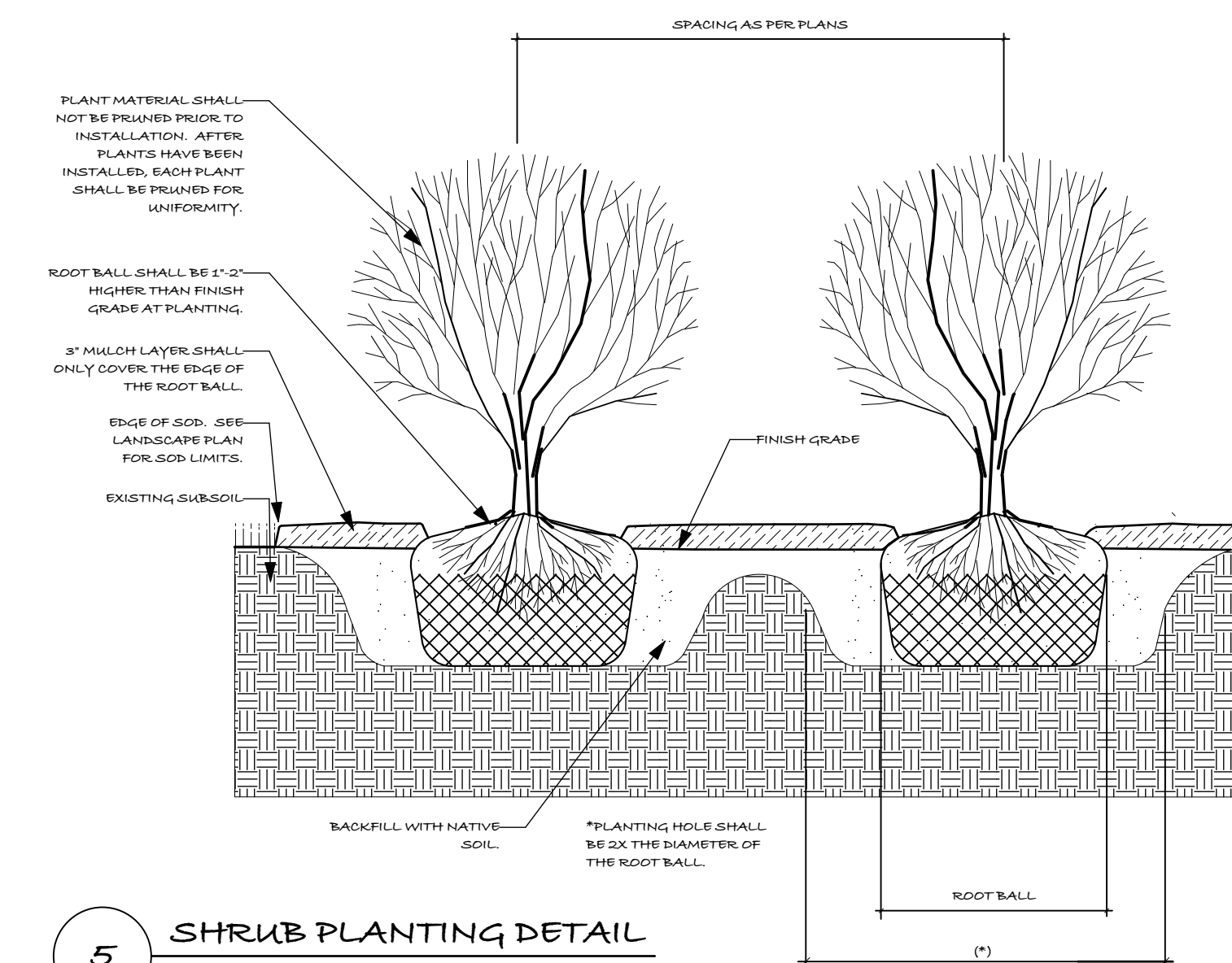
2 PALM TREE PLANTING DETAIL
N.T.S.



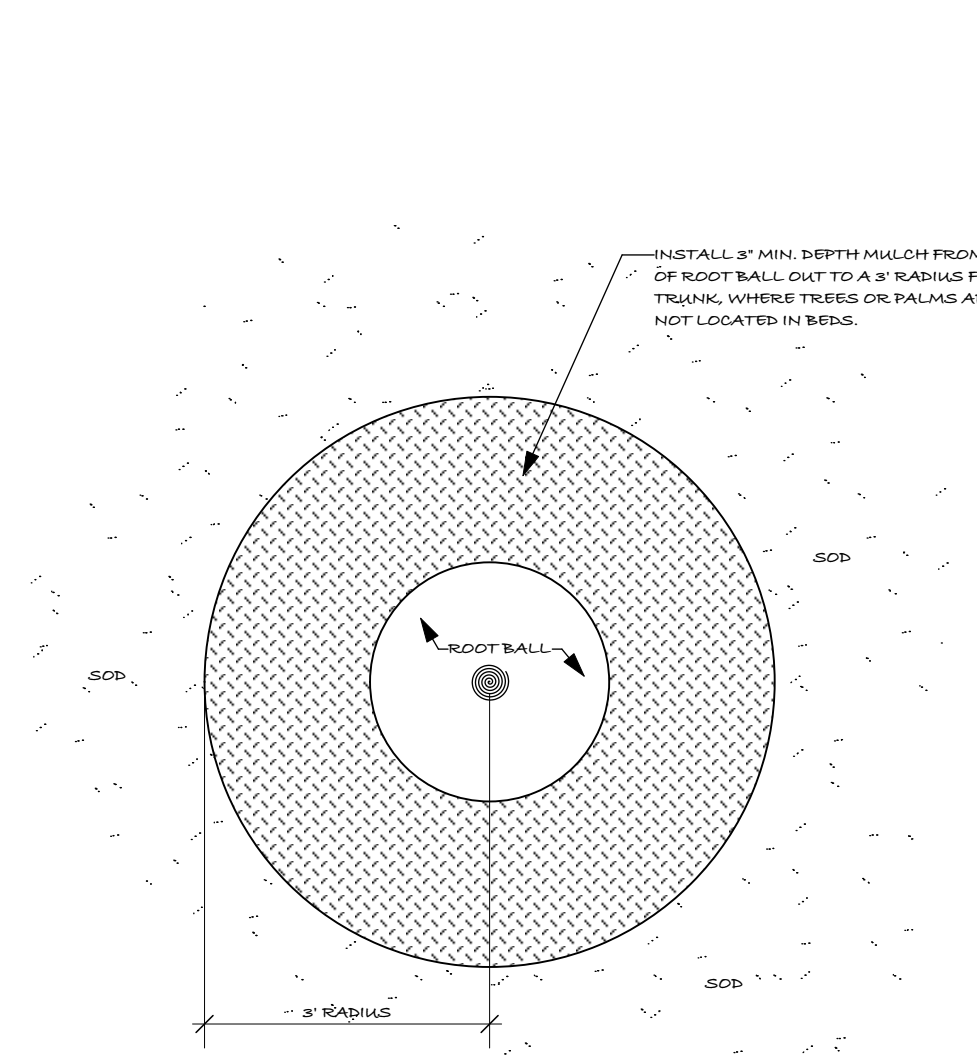
3 SHRUB SPACING DETAIL
N.T.S.



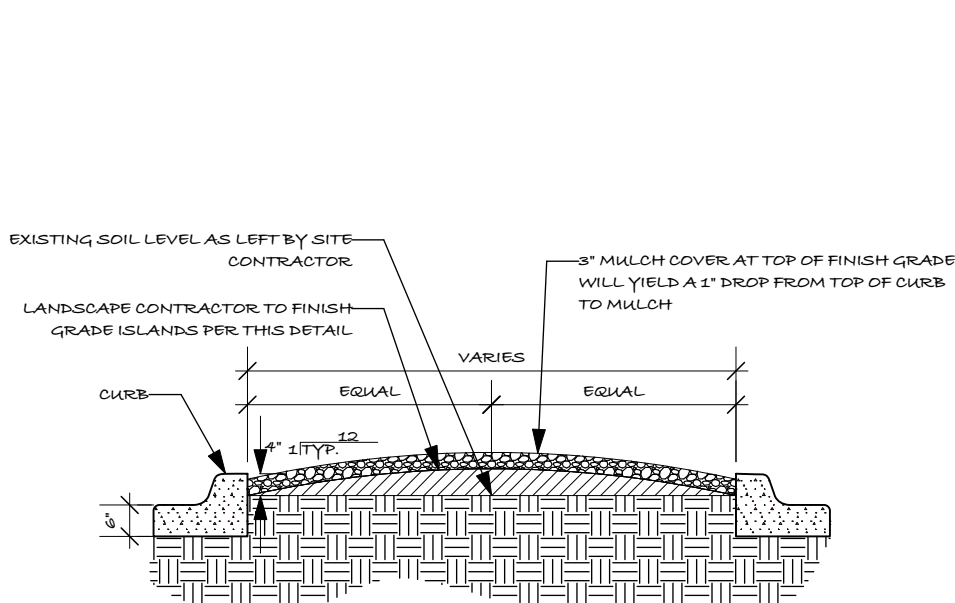
4 HEDGE PLANTING ADJACENT TO PARKING
N.T.S.



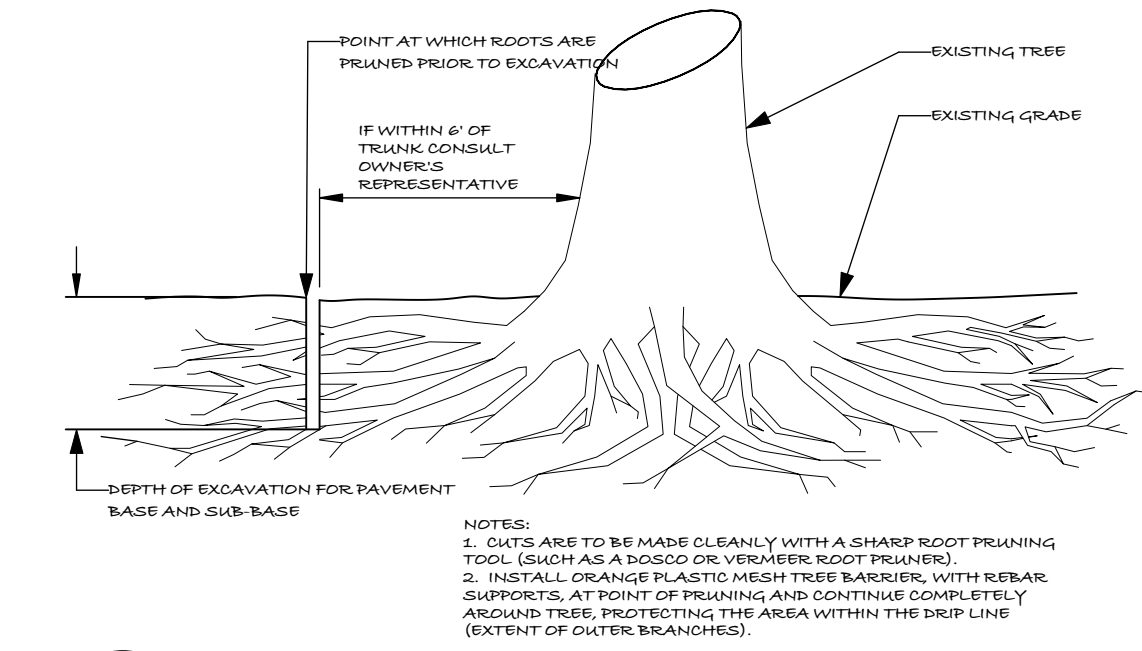
5 SHRUB PLANTING DETAIL
N.T.S.



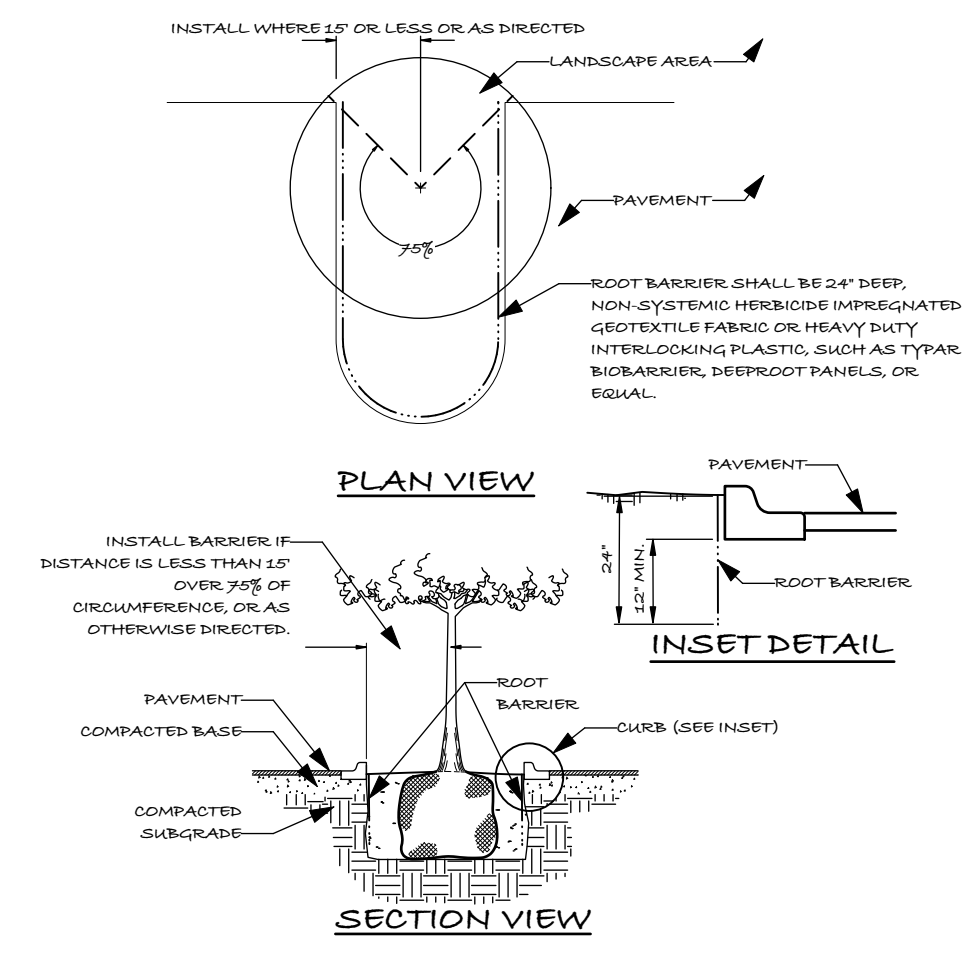
6 TREE MULCHING DETAIL
N.T.S.



7 LANDSCAPE ISLAND GRADING DETAIL
N.T.S.



8 ROOT PRUNING DETAIL
N.T.S.



9 ROOT BARRIER DETAIL
N.T.S.

BURNS GOLF & LANDSCAPE DESIGN, LLC

1145 Maynard Path
The Villages, FL 32163
386 843-2805
steve@burnsgolf.com

OWNER:

HAMMOCK REAL ESTATE
DEVELOPMENT, LLC

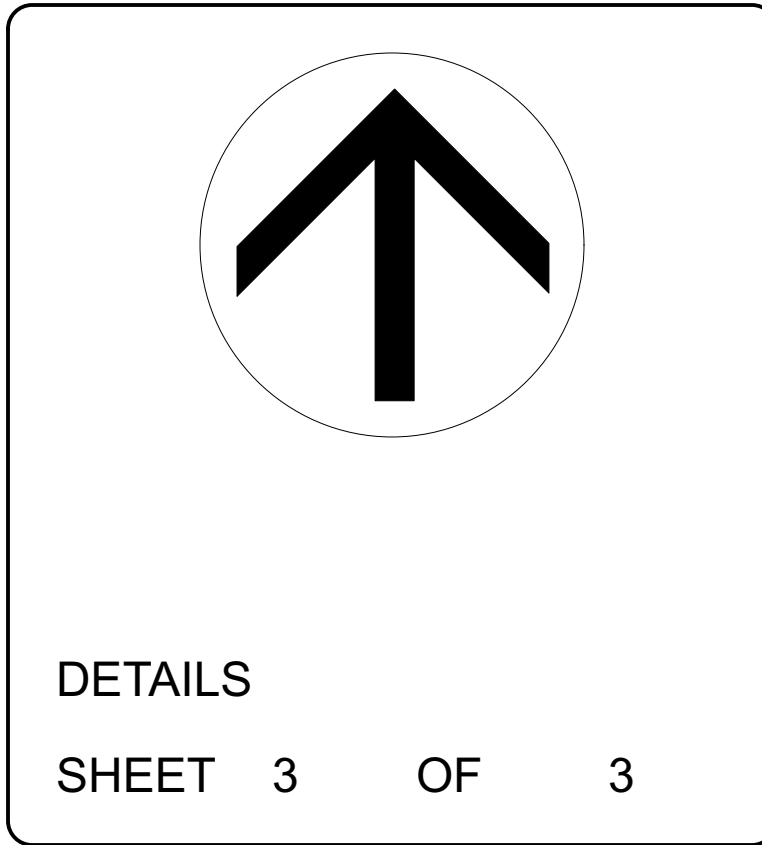
ZEN LIVING APARTMENTS

LANDSCAPE PLAN
AND DETAILS

Ridgewood Ave. (U.S.-1) at 3rd. St., Holly Hill, Volusia County, Florida

REVISIONS:				BY	
NO.	DATE	DESCRIPTION			
A	11/14/22	REVISE PER CITY COMMENTS		SRB	

Digitally signed by Stephen R. Burns
Date: 2022.11.14 12:13:47 -05'00'



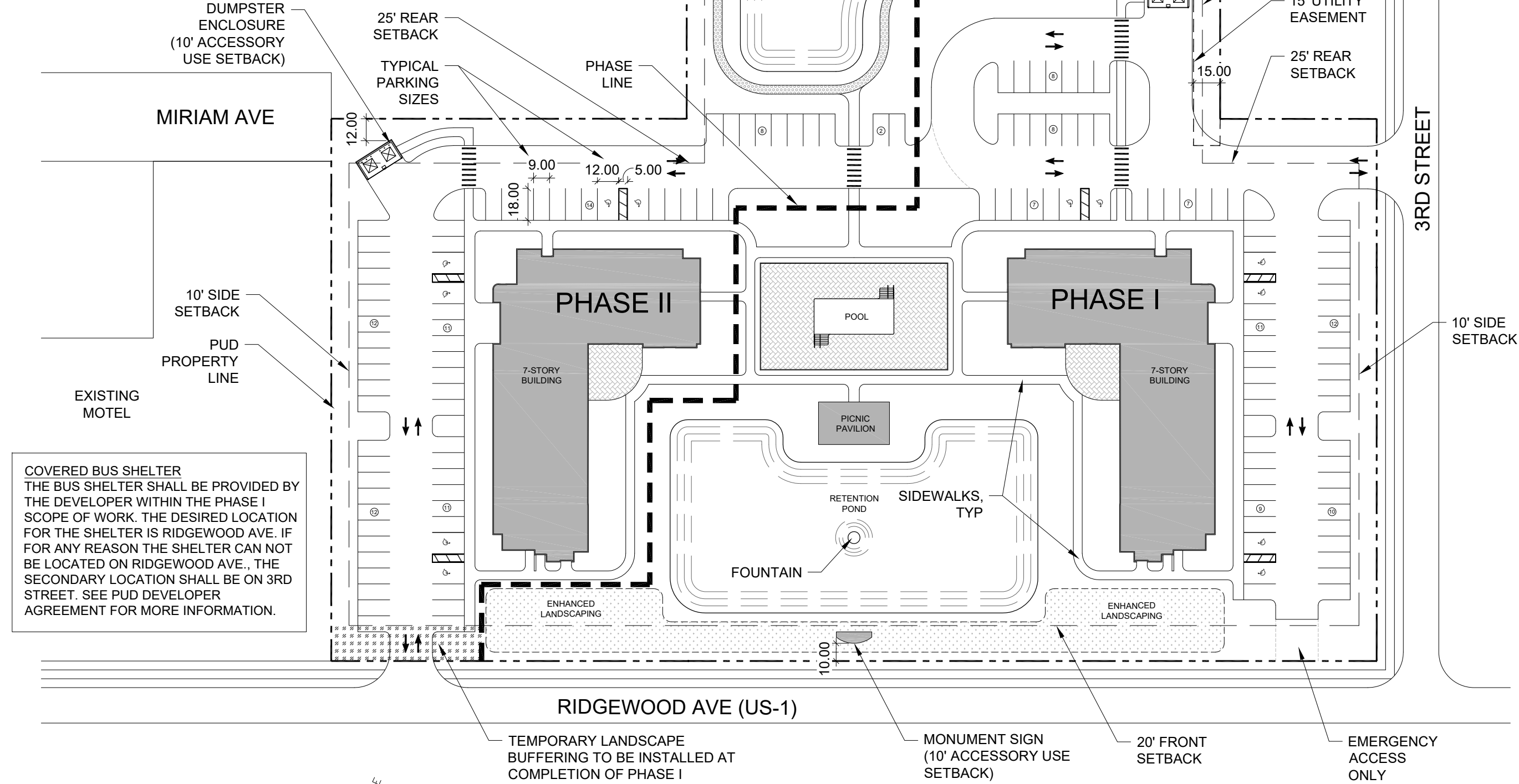
DETAILS

SHEET 3 OF 3

SITE & BUILDING DATA
AFFORDABLE ELDERLY APARTMENTS

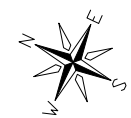
PHASE I:
86 UNITS (MAX)
7 STORIES
76,000 SF OF RESIDENTIAL & COMMON AREAS
72 PARKING SPACES

PHASE II:
86 UNITS (MAX)
7 STORIES
76,000 SF OF RESIDENTIAL & COMMON AREAS
70 PARKING SPACES



COVERED BUS SHELTER
THE BUS SHELTER SHALL BE PROVIDED BY THE DEVELOPER WITHIN THE PHASE I SCOPE OF WORK. THE DESIRED LOCATION FOR THE SHELTER IS RIDGEWOOD AVE. IF FOR ANY REASON THE SHELTER CAN NOT BE LOCATED ON RIDGEWOOD AVE., THE SECONDARY LOCATION SHALL BE ON 3RD STREET. SEE PUD DEVELOPER AGREEMENT FOR MORE INFORMATION.

1 PUD SITE PLAN
SCALE: 1" = 60'



7.1.q

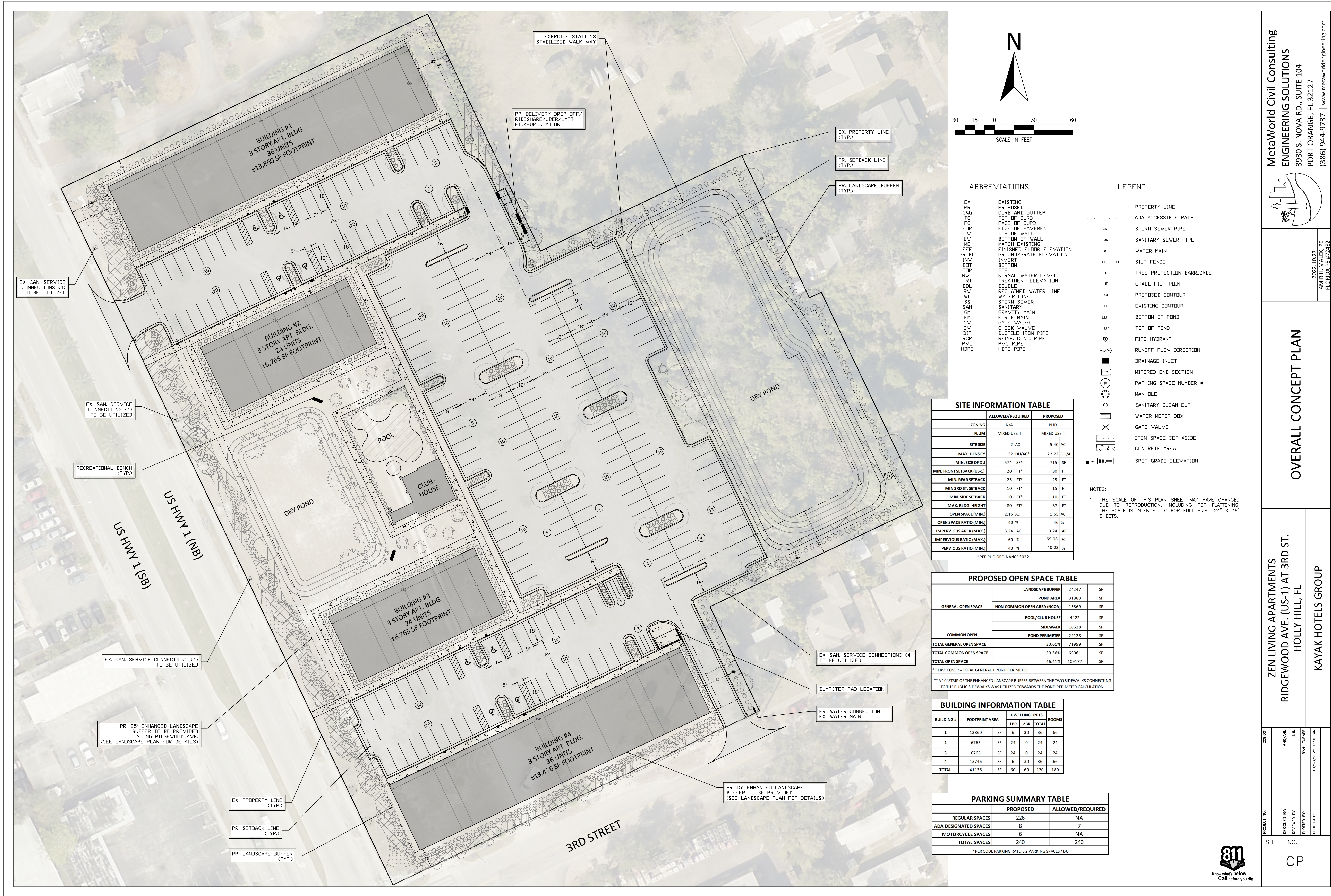
OWNER: BLACKRIVER, LLC
2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176
CONTACT: PARAMETRIC DESIGN & DEVELOPMENT, LLC

ADDRESS: 3RD STREET & US-1
HOLLY HILL, FL 32117
CITY: HOLLY HILL

PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING
Attachment: Current Prelim Plan (3966 : Zen Living RPUD Rezone)

SHEET TITLE: PUD SITE PLAN
DATE: 07/29/19
REV. NO. DAT
10/08/19 01
SHEET:

Packet Pg. 66





Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

School Adequate Capacity Determination Finding of Adequate Capacity Letter

September 20, 2022

Mr. Kalpak Shah
Kayak Hotels Group
12705 Wyndham West Dr.
Glen Allen, VA 23059

RE : Madison Bay – City of Holly Hill
School Capacity Review #22-09-06-001-A

Dear Mr. Shah:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the updated information for the proposed Madison Bay associated with 5.4 +/- acres of property located at or near the intersection of 3rd St and US Hwy 1 within Holly Hill city limits. Proposed project would provide for one hundred and fifty-six (156) multi-family apartment units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate twenty (20) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	0	0
Multifamily Dwelling Unit	0.127	156	20
Manufactured Home Dwelling Unit	0.047	0	0
	Total	156	20

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2021/2023 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Holly Hill School	1,154	111%	No	14
Halifax CSA (Mainland High)	1,866	104%	No	6
Other				0

The student projections generated by this project will increase the existing percentage above 100% permanent capacity at all school levels. However, Holly Hill School is below 115% of level of service (LOS) standards for both elementary and middle schools. The Halifax concurrency service area (CSA) to which Mainland High belongs is also below 120% of utilization standards. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.
Sincerely,



Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Brian Walker, Director for Community Development, City of Holly Hill
Lisa V. Divina, Volusia County School Board Project File

Attachment: Finding of Adequate Capacity (3966 : Zen Living RPUD Rezone)



Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Madison Bay
VCSB Project #	22-09-06-001-A
Jurisdiction Project #	
Parcel ID Numbers	4244-01-23-0150; 4244-01-23-0170; 4244-01-23-0130; 4244-01-23-0221
Project Location	3rd St and US Hwy 1
Potential Residential Units	156 Multi-Family Apartment Homes
Property Owner/Applicant	Kalpak Shah, Kayak Hotels Group
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Stephanie B. Doster
Coordinator, Planning

September 20, 2022
Issue Date



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

REZONE/ FUTURE LAND USE AMENDMENT

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

PROJECT INFORMATION:

PROJECT NAME: Madison Bay
 PARCEL ID #(S): 42440123-0150, 42440123-0170, 42440123-0130, 42440123-0221
 LOCATION: Holly Hill, Florida
 EXISTING USE(S): 55+ Plus Multi-Family Residential
 PROPOSED USE(S): Multi-Family Residential
 TOTAL ACREAGE: 5.40 AC.
 WATER PROVIDER: City of Holly Hill SEWER PROVIDER: City of Holly Hill
 PRIVATE WELL NA PRIVATE SEPTIC NA
 CURRENT ZONING: PUD PROPOSED ZONING: PUD
 CURRENT FUTURE LAND USE: Mixed Use II PROPOSED FUTURE LAND USE: Mixed Use II

APPLICANT INFORMATION:

Name: Kalpak Shah E-Mail: kshah@kayakHG.com
 Address: 12705 Wyndham West Dr., Glen Allen, VA 23059 Phone: 804-366-3961
 Company: Kayak Hotels Group Fax: NA
☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Black River, LLC - John Rainey E-Mail: jarcrr@yahoo.com
 Address: 2101 John Anderson Dr., Ormond Beach, FL Phone: 386-679-2113
 Fax: _____

CONSULTANT INFORMATION:

Name: Amir H. Malek, PE E-Mail: amalek@metaworldengineering.com
 Address: 3930 S. Nova Rd., Suite #104, Port Orange, FL 32127 Phone: 386-944-9737
 Company: MetaWorld Civil Consulting, LLC Fax: NA

Attachment: Application (3966 : Zen Living RPUD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

 X APPLICANT X OWNER X 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 \$1,200

REZONE (PD)

- ☒ PD REZONE \$2,000
- ☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***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)

Attachment: Application (3966 : Zen Living RPUD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ 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: _____

Kalpak J Shah
(Signature)

2022.05.12

(Date)

Kalpak Shah

(Print)

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

Attachment: Application (3966 : Zen Living RPUD Rezone)



MetaWorld
Engineering
Solutions

2022.10.27

Brian Walker

Community Development Director

City of Holly Hill

Re: Density Bonus Request

Zen Living Apartments

US-1 at 3rd St., Holly Hill, FL

Dear Mr. Walker,

This memo is being provided to request a density bonus as a part of our "Planned Development Agreement" Application for the above referenced property. The currently allowed density for the property is 20 DU/AC and the density for the proposed development would be 22.22 DU/AC.

The impact of the slight increase in density would be offset, as the proposed development offers a number of benefits to the community by consolidating several lots into a single property, effectively reducing the potential multiple developments and increased density. In addition, to project proposes to mitigate impacts by providing an enhanced 25' landscape buffer along the US-1 frontage, which is well in excess of the 10' required buffer; as well as an enhanced 15' landscape buffer along the 3rd Street frontage, which is well in excess of the 5' required buffer.

We respectfully request that you deem this justification sufficient to grant a density bonus for the proposed project. Should you have any questions or need additional information, please feel free to contact me via e-mail at amalek@metaworldengineering.com or by phone at the number below.

Sincerely,

Amir H. Malek, PE

Project Engineer/Manager

MetaWorld Civil Consulting, LLC
3930 S. Nova Rd., Suite #104
Port Orange, FL 32127

Attachment: Density Bonus Request (3966 : Zen Living RPUD Rezoning)

LEGAL DESCRIPTION:**(PER ORB 5593 PG. 4601)**

PARCEL NO. 1:

LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:

THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Legal Description (3966 : Zen Living RPUD Rezone)

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

Attachment: Legal Description (3966 : Zen Living RPUD Rezone)

SITE INFORMATION TABLE		
	ALLOWED/REQUIRED	PROPOSED
ZONING	N/A	PUD
FLUM	MIXED USE II	MIXED USE II
SITE SIZE	2 AC	5.40 AC
MAX. DENSITY	32 DU/AC*	22.22 DU/AC
MIN. SIZE OF DU	574 SF*	715 SF
MIN. FRONT SETBACK (US-1)	20 FT*	30 FT
MIN. REAR SETBACK	25 FT*	25 FT
MIN 3RD ST. SETBACK	10 FT*	15 FT
MIN. SIDE SETBACK	10 FT*	10 FT
MAX. BLDG. HEIGHT	80 FT*	37 FT
OPEN SPACE (MIN.)	2.16 AC	1.65 AC
OPEN SPACE RATIO (MIN.)	40 %	46 %
IMPERVIOUS AREA (MAX.)	3.24 AC	3.24 AC
IMPERVIOUS RATIO (MAX.)	60 %	59.98 %
PERVIOUS RATIO (MIN.)	40 %	40.02 %
* PER PUD ORDINANCE 3022		

PROPOSED OPEN SPACE TABLE			
GENERAL OPEN SPACE	LANDSCAPE BUFFER	24247	SF
	POND AREA	31883	SF
	NON-COMMON OPEN AREA (NCOA)	15869	SF
COMMON OPEN	POOL/CLUB HOUSE	4422	SF
	SIDEWALK	10628	SF
	POND PERIMETER	22128	SF
TOTAL GENERAL OPEN SPACE	30.61%	71999	SF
TOTAL COMMON OPEN SPACE	29.36%	69061	SF
TOTAL OPEN SPACE	46.41%	109177	SF
* PERV. COVER = TOTAL GENERAL + POND PERIMETER			
** A 10' STRIP OF THE ENHANCED LANDSCAPE BUFFER BETWEEN THE TWO SIDEWALKS CONNECTING TO THE PUBLIC SIDEWALKS WAS UTILIZED TOWARDS THE POND PERIMETER CALCULATION.			

BUILDING INFORMATION TABLE						
BUILDING #	FOOTPRINT AREA		DWELLING UNITS			ROOMS
			1BR	2BR	TOTAL	
1	13860	SF	6	30	36	66
2	6765	SF	24	0	24	24
3	6765	SF	24	0	24	24
4	13746	SF	6	30	36	66
TOTAL	41136	SF	60	60	120	180

PARKING SUMMARY TABLE		
	PROPOSED	ALLOWED/REQUIRED
REGULAR SPACES	226	NA
ADA DESIGNATED SPACES	8	7
MOTORCYCLE SPACES	6	NA
TOTAL SPACES	240	240
* PER CODE PARKING RATE IS 2 PARKING SPACES / DU		

SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

TREE TABLE		
ID	DBH	SPECIES
T1	12"	AMERICAN ELM
T2	14"	AMERICAN ELM
T3	14"	AMERICAN ELM
T4	6"	COMMON HACKBERRY
T5	6"	COMMON HACKBERRY
T6	6"	COMMON HACKBERRY
T7	6"	COMMON HACKBERRY
T8	6"	COMMON HACKBERRY
T9	7"	COMMON HACKBERRY
T10	7"	COMMON HACKBERRY
T11	7"	COMMON HACKBERRY
T12	7"	COMMON HACKBERRY
T13	7"	COMMON HACKBERRY
T14	8"	COMMON HACKBERRY
T15	8"	COMMON HACKBERRY
T16	8"	COMMON HACKBERRY
T17	8"	COMMON HACKBERRY
T18	9"	COMMON HACKBERRY
T19	9"	COMMON HACKBERRY
T20	9"	COMMON HACKBERRY
T21	9"	COMMON HACKBERRY
T22	10"	COMMON HACKBERRY
T23	10"	COMMON HACKBERRY
T24	11"	COMMON HACKBERRY
T25	13"	COMMON HACKBERRY
T26	13"	COMMON HACKBERRY
T27	14"	COMMON HACKBERRY
T28	14"	COMMON HACKBERRY
T29	15"	COMMON HACKBERRY
T30	15"	COMMON HACKBERRY
T31	16"	COMMON HACKBERRY
T32	16"	COMMON HACKBERRY
T33	6"	AMERICAN HORNBEAM
T34	6"	AMERICAN HORNBEAM
T35	6"	AMERICAN HORNBEAM
T36	6"	AMERICAN HORNBEAM
T37	12"	AMERICAN HORNBEAM
T38	8"	LAUREL OAK
T39	8"	LAUREL OAK
T40	9"	LAUREL OAK
T41	10"	LAUREL OAK
T42	11"	LAUREL OAK
T43	11"	LAUREL OAK
T44	11"	LAUREL OAK
T45	13"	LAUREL OAK
T46	13"	LAUREL OAK
T47	13"	LAUREL OAK
T48	13"	LAUREL OAK
T49	30"	LAUREL OAK
T50	10"	SOUTHERN LIVE OAK
T51	13"	SOUTHERN LIVE OAK
T52	15"	SOUTHERN LIVE OAK
T53	15"	SOUTHERN LIVE OAK
T54	24"	SOUTHERN LIVE OAK
T55	29"	SOUTHERN LIVE OAK
T56	30"	SOUTHERN LIVE OAK
T57	31"	SOUTHERN LIVE OAK
T58	10"	SOUTHERN MAGNOLIA
T59	12"	SOUTHERN MAGNOLIA
T60	12"	SOUTHERN MAGNOLIA
T61	15"	SOUTHERN MAGNOLIA
T62	15"	SOUTHERN MAGNOLIA
T63	18"	SOUTHERN MAGNOLIA
T64	18"	SOUTHERN MAGNOLIA
T65	24"	SOUTHERN MAGNOLIA
T66	24"	SOUTHERN MAGNOLIA
T67	28"	SOUTHERN MAGNOLIA
T68	31"	SOUTHERN MAGNOLIA
T69	8"	SABAL PALM
T70	8"	SABAL PALM
T71	9"	SABAL PALM
T72	9"	SABAL PALM
T73	9"	SABAL PALM
T74	9"	SABAL PALM
T75	9"	SABAL PALM
T76	9"	SABAL PALM
T77	9"	SABAL PALM
T78	9"	SABAL PALM
T79	9"	SABAL PALM
T80	9"	SABAL PALM
T81	9"	SABAL PALM
T82	9"	SABAL PALM
T83	9"	SABAL PALM
T84	9"	SABAL PALM
T85	9"	SABAL PALM
T86	9"	SABAL PALM
T87	9"	SABAL PALM
T88	9"	SABAL PALM
T89	9"	SABAL PALM
T90	9"	SABAL PALM
T91	10"	SABAL PALM
T92	10"	SABAL PALM
T93	10"	SABAL PALM
T94	10"	SABAL PALM
T95	10"	SABAL PALM
T96	10"	SABAL PALM
T97	10"	SABAL PALM
T98	10"	SABAL PALM
T99	10"	SABAL PALM
T100	10"	SABAL PALM
T101	10"	SABAL PALM
T102	10"	SABAL PALM
T103	10"	SABAL PALM
T104	10"	SABAL PALM
T105	10"	SABAL PALM
T106	10"	SABAL PALM
T107	10"	SABAL PALM
T108	10"	SABAL PALM
T109	10"	SABAL PALM
T110	10"	SABAL PALM
T111	10"	SABAL PALM
T112	10"	SABAL PALM
T113	11"	SABAL PALM
T114	11"	SABAL PALM
T115	11"	SABAL PALM
T116	11"	SABAL PALM
T117	11"	SABAL PALM
T118	11"	SABAL PALM
T119	11"	SABAL PALM
T120	11"	SABAL PALM
T121	11"	SABAL PALM
T122	11"	SABAL PALM
T123	11"	SABAL PALM
T124	11"	SABAL PALM
T125	11"	SABAL PALM
T126	11"	SABAL PALM
T127	11"	SABAL PALM
T128	11"	SABAL PALM
T129	11"	SABAL PALM
T130	11"	SABAL PALM
T131	11"	SABAL PALM
T132	12"	SABAL PALM
T133	12"	SABAL PALM
T134	12"	SABAL PALM
T135	12"	SABAL PALM
T136	12"	SABAL PALM
T137	12"	SABAL PALM
T138	12"	SABAL PALM
T139	14"	SABAL PALM
T140	14"	SABAL PALM
T141	14"	SABAL PALM
T142	15"	SABAL PALM
T143	15"	SABAL PALM
T144	15"	SABAL PALM
T145	20"	SAND PINE
T146	6"	GOLDENRAIN TREE
T147	6"	GOLDENRAIN TREE
T148	7"	GOLDENRAIN TREE
T149	11"	GOLDENRAIN TREE
T150	11"	GOLDENRAIN TREE
T151	11"	GOLDENRAIN TREE
T152	11"	GOLDENRAIN TREE
T153	12"	GOLDENRAIN TREE
T154	12"	GOLDENRAIN TREE
T155	12"	GOLDENRAIN TREE
T156	12"	GOLDENRAIN TREE
T157	14"	GOLDENRAIN TREE
T158	14"	GOLDENRAIN TREE
T159	14"	GOLDENRAIN TREE
T160	15"	GOLDENRAIN TREE

ABBREVIATION LIST

- (C) = CALCULATED
(FM) = FIELD MEASURED
(P) = PER DEED OR DESCRIPTION
(R) = PER PLAT OR MAP
(RW) = PER FOOT R/W MAPS
(SEE NOTES 13 & 14)
- AH. = AHEAD
BK. = BACK
CM. = CONCRETE MONUMENT
COR. = CORNER
DBH. = DIAMETER AT BREAST HEIGHT
DWM. = DRIVEWAY
ELEC. = ELECTRIC / POWER
F.D. = FOUND
F.D.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
ID. = IDENTIFICATION
IP. = IRON PIPE
IPC. = IRON PIPE, CAPPED
IR. = IRON ROD
IRC. = IRON ROD, CAPPED
LB. = LICENSED SURVEY BUSINESS
LS. = LICENSED SURVEYOR
M.B. = MAP BOOK
NL. = NAIL
NL&D. = NAIL & DISC
NO. = NUMBER
OR. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.I. = POINT OF INTERSECTION
PSM. = PROFESSIONAL SURVEYOR & MAPPER
R/W. = RIGHT OF WAY
SEC. = SECTION
S.R. = STATE ROAD
STA. = STATION
SWK. = SIDEWALK
UGD. = UNDERGROUND CENTERLINE
P. = PROPERTY LINE

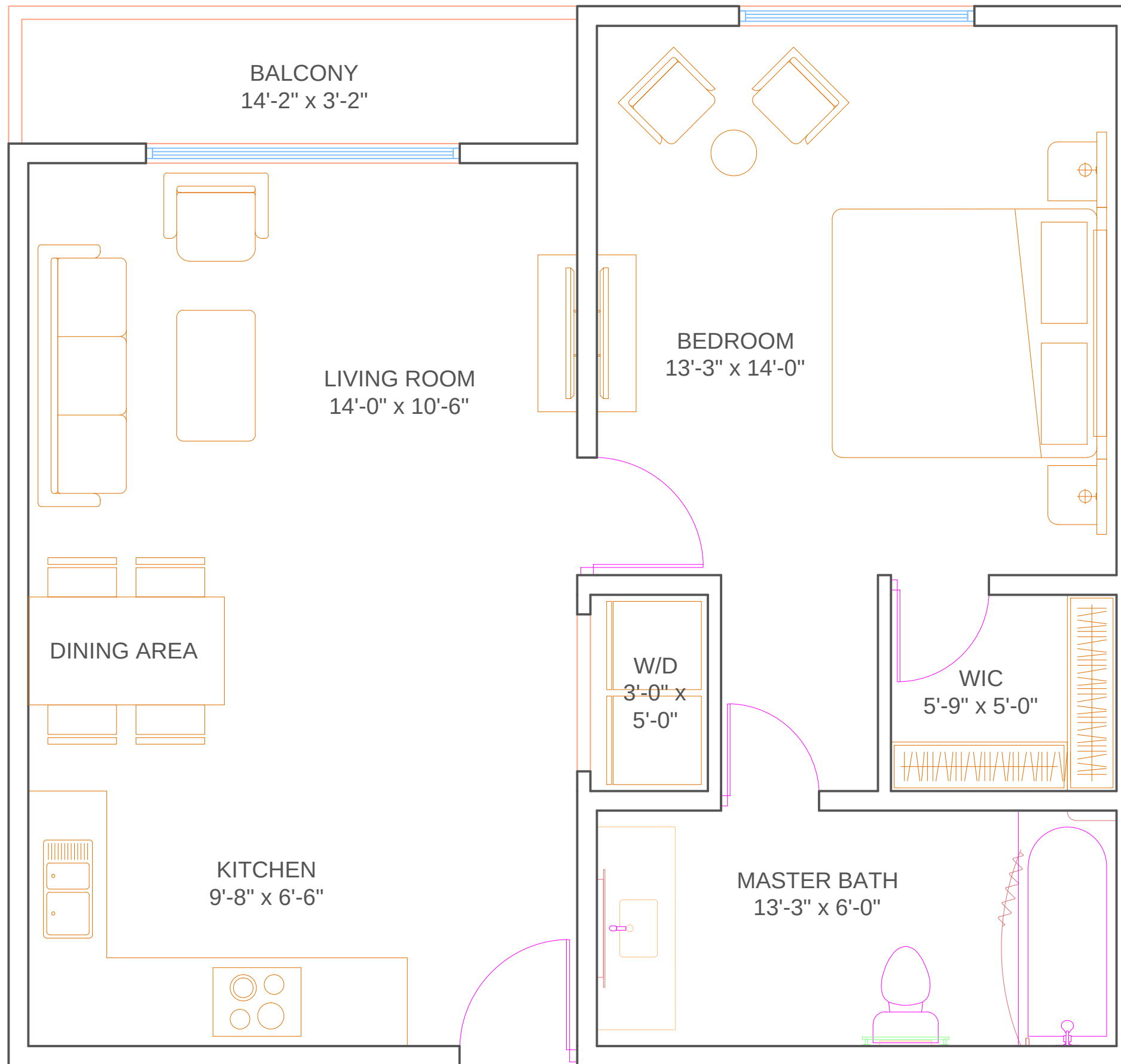
TREE LEGEND

- = AMERICAN ELM
● = COMMON HACKBERRY
● = AMERICAN HORNBEAM
● = LAUREL OAK
● = SOUTHERN LIVE OAK
● = SOUTHERN MAGNOLIA
● = SABAL PALM
● = SAND PINE
● = GOLDENRAIN TREE

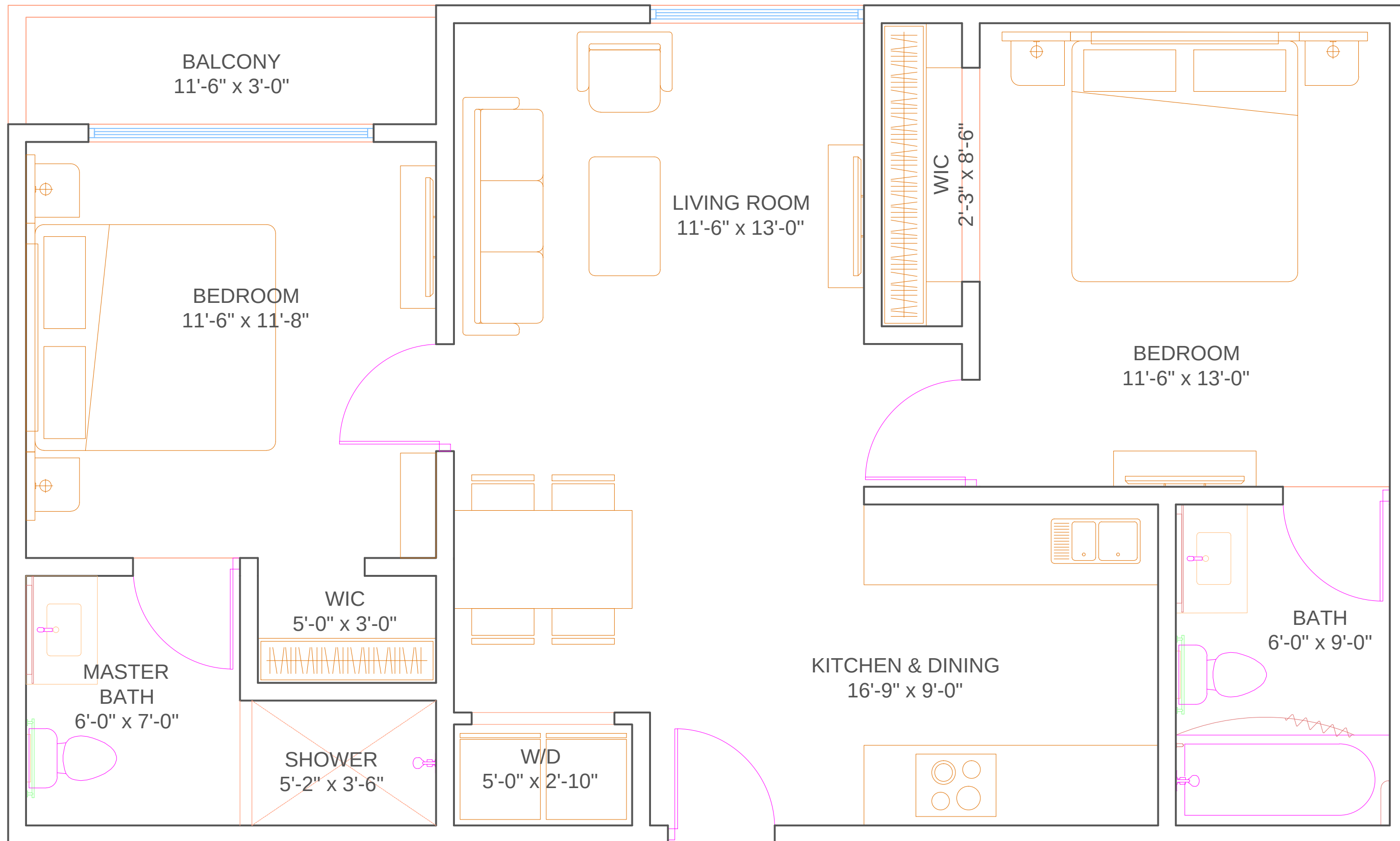
SYMBOL LEGEND

- = CABLE TV PEDESTAL
○ = CLEANOUT
● = FIRE HYDRANT
○ = GROUND ELEVATION
● = GUY ANCHOR
● = LIGHT POLE
● = LOT NUMBER
● = MANHOLE, COMMUNICATIONS
● = MANHOLE, DRAINAGE
● = MANHOLE, SANITARY
● = SIGN, SINGLE SUPPORT
● = SUBSURFACE UTILITY MARKER
● = TELEPHONE PEDESTAL
● = UTILITY POLE
● = VALVE COVER, WATER
● = WATER METER
● = WIRING PULL BOX, ELECTRIC
● = WIRING PULL BOX, FIBER OPTIC
- (DEPRESSION)
— (CONTOUR LINE, DEPRESSION)
— (CONTOUR LINE, MAJOR (5' INTERVALS))
— (CONTOUR LINE, MINOR (1' INTERVALS))
— (SEE NOTE 9)
— (FENCE, AS NOTED)
— (OVERHEAD ELECTRIC LINES)
— (PROPERTY LINE, APPROXIMATE SHOWN AS REFERENCE ONLY)
— (RIGHT OF WAY LINE)





1 BHK UNIT - OPTION 1
(AREA OF UNIT = 776.25 SQ.FT.)



2 BHK UNIT - OPTION 1

(AREA OF UNIT = 922.37 SQ.FT.)

CLASS A MULTIFAMILY DEVELOPMENT PROJECT

POWDERSVILLE, SC

- Kayak Group has successfully developed rental apartments, hotels, corporate housing, and strip centers in Mid-Atlantic and Southeast region
- 25 years of real estate industry experience involving acquisitions, finance, design and development, contract negotiations, procurement, and management
- Assets worth 150 million plus currently under management. Apartment projects in Huntsville Alabama, Greenville South Carolina, and Florida. Hotels in major MSAs of Virginia, Maryland, Indiana, North Carolina, and Texas states
- Developed strong partnership with contractors, architects, designers, engineers, lenders, and vendors (locally and internationally)
- Thorough knowledge of site selection, co-ordination of rezoning, third party reports and site plan approvals
- Sourcing construction material from alternative suppliers to meet budget and timeline in current difficult supply chain market
- 276 units with resort style club house, fitness center, pool, pickle ball court, cabanas, and grills
- Class A rental apartment community in a centrally located and developed area of Holly Hill, Daytona beach
- Modern interior with luxurious kitchens, quartz counter tops, stainless steel energy efficient appliances, custom closets, washer-dryer in units, 9' ft high ceilings, electronic access system via smart phone apps, fiber optic internet and many more
- Smart Community with smart phone App-based access control
- Salt-water pool with in-pool lounge chairs and fountain
- Pet park and walking/jogging trail, EV charging, detached garages,
- Stainless steel appliances, custom closets, luxury wood style flooring
- Quartz counter tops and nickel finish fixtures, lighted ceiling fans in living room and bedrooms
- Modern washer and dryer sets in every unit, Bluetooth based smart entry app

COMPLETED PROJECT PHOTOS



Attachment: Development project brochure (3966 : Zen Living RPUD Rezoning)





Attachment: Development project brochure (3966 : Zen Living RPUD Rezoning)



Attachment: Development project brochure (3966 : Zen Living RPUD Rezone)

PROJECT PRINCIPALS



KALPAK SHAH

KShah@KayakHG.com
804.366.3961

EDUCATION

B.S. Electrical Engineering
M.S. Computer Science

INDUSTRY EXPERIENCE

Real Estate Development – 10 Years
Hotels and Multifamily – 25 Years

PROJECT ASSOCIATION

Developer/Principal



RAM PENUBALLI

rpenuballi@gmail.com
646.465.3654

EDUCATION

M.S. Computer Science

INDUSTRY EXPERIENCE

Real Estate Investment - 15 years
Strip center and Hotels - 15 years

PROJECT ASSOCIATION

Principal



KUMAR BHAVANASI

kumar.bhavanasi@first-tek.com
IT Entrepreneur, CEO First Tek

EDUCATION

M.S. Chemical Engineering

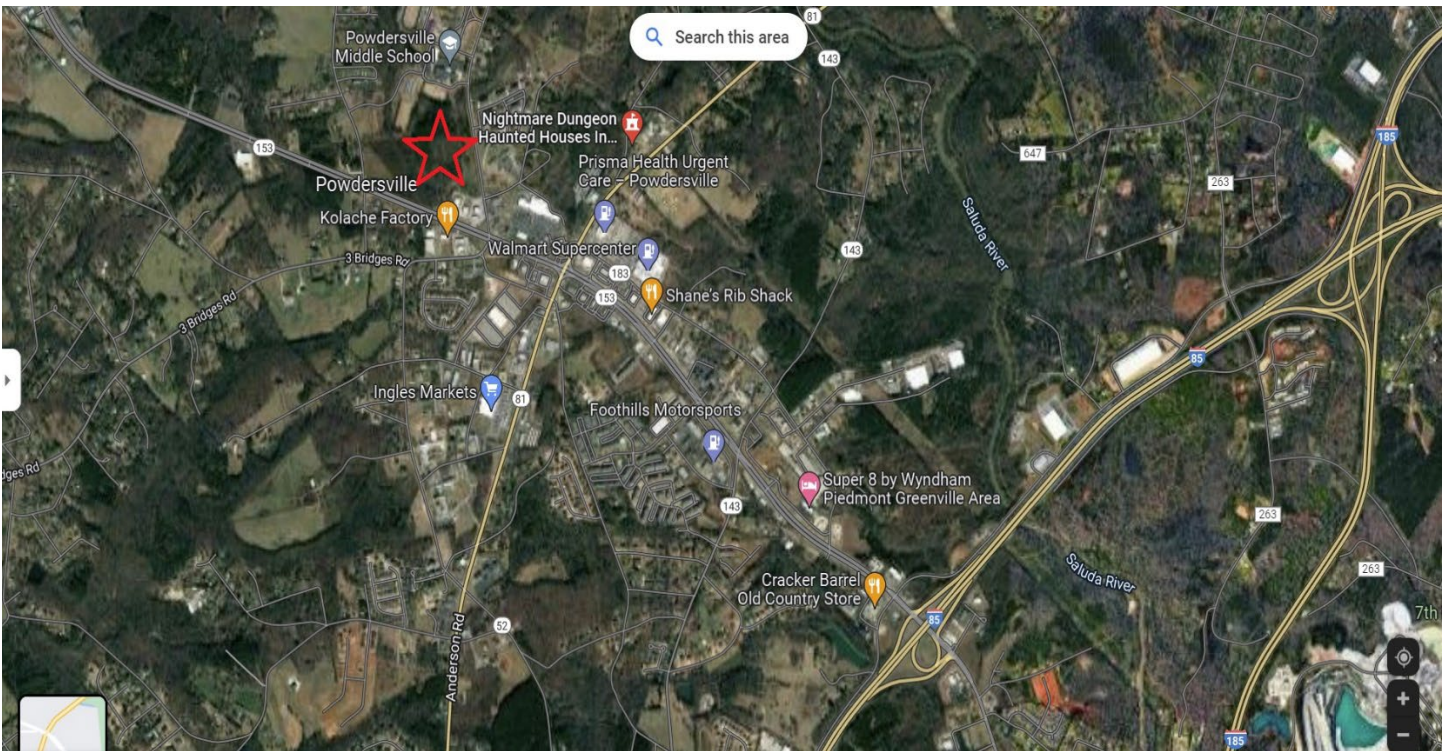
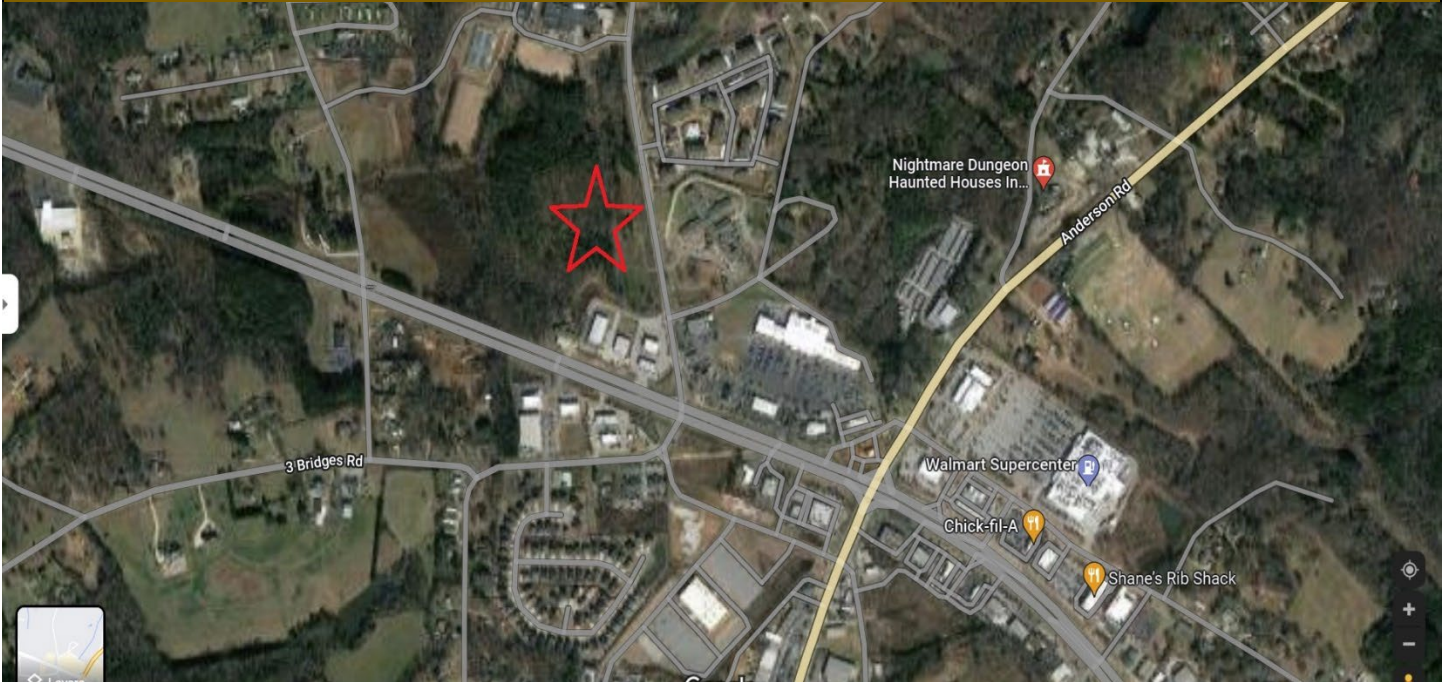
INDUSTRY EXPERIENCE

Real Estate Acquisition – 20 years
Portfolio under management - \$100M

PROJECT ASSOCIATION

PARTNER

LOCATION MAPS



STREET ADDRESS

HOOD ROAD, POWERSVILLE, SC

Attachment: Development project brochure (3966 : Zen Living RPUD Rezoning)