

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

AGENDA • JANUARY 8, 2024

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
Dennis Smith

Board Member
Loretta Arthur

Board Member
Tony Cassata

Board Member
Lorraine Geiger

CITY PLANNER
Brian Walker

Building & Zoning
Leslie Montgomery

1. CALL TO ORDER**2. ROLL CALL****3. INVOCATION****4. PLEDGE OF ALLEGIANCE****5. ORGANIZATIONAL - ELECT CHAIRMAN****6. MINUTES**

1. Minutes - November 6, 2023 BOPA Meeting and December 4, 2023 BOPA Meeting
(Requested by Leslie Montgomery, Board of Planning and Appeals)

7. AGENDA ITEM(S) - NONE**8. ORDINANCES**

1. Ordinance An Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified in Attachment A, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low-Density Residential to Commercial and Further Adding Text to Restrict Commercial Development on Such Parcels to Personal Storage Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND An Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Plaza Grande, LLC Industrial Planned Unit Development; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance An Ordinance of the City of Holly Hill Florida, Amending, the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Attachment a from R-6 (Low Density Multifamily Residential 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)

9. OLD BUSINESS / NEW BUSINESS**10. BOARD / STAFF COMMUNICATIONS**

- A. Attorney Simpson - Discuss Sunshine Law, Public Records Law and various topics as needed
- B. Discuss Attendance for Board members

11. 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**

6.1

**Board of Planning and Appeals
Agenda Item**

MEETING DATE: January 8, 2024
FROM: Leslie Montgomery
SUBJECT: Minutes - November 6, 2023 BOPA Meeting and December 4, 2023
BOPA Meeting
NUMBER: (ID # 4381)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the November 6, 2023 Board of Planning and Appeals meeting and minutes from the December 4, 2023 Board of Planning and Appeals meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - November 6, 2023 BOPA meeting (PDF)
- BOPA Minutes - December 4, 2023(PDF)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • NOVEMBER 6, 2023

City Commission Chamber

BOPA Regular Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Title	Status	Arrived
Mike Myer	Chairman	Present	
Dennis Smith	Board Member	Present	
Tony Cassata	Board Member	Present	
Loretta Arthur	Board Member	Present	
Lorraine Geiger	Board Member	Present	

3. INVOCATION

Mr. Myer opened the meeting with the invocation.

4. PLEDGE OF ALLEGIANCE

Mr. Smith lead Pledge of Allegiance to the flag.

5. MINUTES

- Minutes - October 2, 2023 Board of Planning and Appeals

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

Mr. Myer opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Smith, Board Member
SECONDER:	Loretta Arthur, Board Member
AYES:	Myer, Smith, Cassata, Arthur, Geiger

Enacted and approved this 6th day of November, 2023, in Holly Hill



6. AGENDA ITEM(S)

- 817 Magnolia Avenue Side Setback Variance Request

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

Mr. Walker briefly went over the following staff report pertaining to the 817 Magnolia Avenue variance request. Requiring that principal structures in the R-3 (Medium Density Single-Family) zoning district be a minimum of 7.5 feet from the side property line. The request is made in order to construct an addition on the south side of the home. The property is located approximately one-hundred (100) feet south of Ferndale Street on the east side of Magnolia Avenue. The existing home is on a lot that is approximately 5000 square feet in size. The R-3 zoning requires side setbacks of 7.5 feet. On the south side of the lot, the home is only 4.9 feet from the side property line. The applicant would like to build an addition on the south side of the home and align it with the existing structure which is 4.9 feet from the property line. Since the code requires that structures be 7.5 feet from the side property line, the applicant is unable to build the addition as desired without a variance. Mr. Walker stated the applicant is requesting a side setback variance from 7.5 feet to 4.9 feet for the south property line only. Additionally, the structure is an off-grade house (on pillars, not a slab) and has a flat roof. The city's Chief Building Official has reviewed the proposal for an addition to the structure and stated that in his professional opinion it would not be difficult to construct the addition and meet the required setback. Mr. Walker shared some additional information with the board as it pertains to Section 82-320, Expiration, which a variance shall begin to serve the purpose for which it was granted within 18 months following the granting action by the City Commission and shall otherwise become void. However, a shorter period of time may be stipulated by the City Commission in an individual case as a condition imposed pursuant to Section 82-316. Mr. Walker stated that staff does not recommend approval of the requested variance from the requirements of Section 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Medium Density Single-Family) zoning district be a minimum of 7.5 feet from the side property line for the property located approximately one-hundred (100) feet south of Ferndale Street on the east side of Magnolia Avenue and is more particularly known as 817 Magnolia Avenue.

Donnie Moore spoke briefly who is representing the applicant. Mr. Moore presented his request for a side setback variance request located at 817 Magnolia Avenue.

There was some discussion amongst the board members, Attorney Simpson and Mr. Walker at this time pertaining to the request.

Mr. Myer asked for a motion to APPROVE THE VARIANCE TO THE CITY COMMISSION; THERE WAS NO ONE.

Mr. Myer asked for a motion to NOT APPROVE THE VARIANCE TO THE CITY COMMISSION.

*Mr. Smith made a motion to **NOT APPROVE THE VARIANCE REQUEST AT 817 MAGNOLIA AVENUE**, seconded by Mr. Cassata.*

Roll Call Vote: Smith - Yes; Cassata - Yes; Arthur - No; Geiger - Yes; Myer - No

MOTION CARRIES: 3-2.

This item will go before the City Commission on November 28, 2023 at 6:00 PM.

(The entirety of this item and meeting is available on CD upon request in the City Clerk's Office or available online on the City's YouTube channel).

RESULT:	DENY [3 TO 2]
MOVER:	Dennis Smith, Board Member
SECONDER:	Tony Cassata, Board Member
AYES:	Myer, Arthur, Geiger
NAYS:	Smith, Cassata



7. ORDINANCES

1. An Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Described in Attachment A, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Residential to Low-Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT a FROM R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) 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)

Mr. Walker went through his staff report to consider two Ordinances, one enacting a Small Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), and another separate Ordinance, enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) to RPUD (Residential Planned Unit Development) for 8 lots together totaling approximately 2.11 acres, located approximately 400 feet northwest of 3rd Street on the west side of Center Avenue and depicted in Exhibit A. Mr. Walker went over the background history for the Board, as stated in the agenda packet along with the site information. It is staff's opinion that the requested rezone from R-2 to RPUD is justified and appropriate for the area. It is staff's recommendation to adopt an Ordinance of the City of Holly Hill Florida, enacting a Small-Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), for 8 lots together totaling approximately 2.11 acres, located approximately 400 feet northwest of 3rd Street on the west side of Center Avenue and depicted in Exhibit A **AND** to adopt another separate Ordinance enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) to RPUD (Residential Planned Unit Development) and approve the associated Preliminary Plan and Written Development Agreement, for 8 lots together

totaling approximately 2.11 acres, located approximately 400 feet northwest of 3rd Street on the west side of Center Avenue and depicted in Exhibit A.

There was some discussion amongst the board members, Attorney Simpson and Mr. Walker at this time. Also present was Rob Merrell, Cobb Cole for clarification, questions and answers for this agenda item.

Mr. Myer opened public participation.

There was **NO ONE to speak FOR the first Ordinance**. The following individuals spoke **AGAINST** the first Ordinance request: Roberto Santiago, Holly Hill; Buckie Fulford, Holly Hill; Elizabeth Hudson, Holly Hill; Ms. Reece, Holly Hill; and Alan Chablum (?), Holly Hill.

Mr. Myer closed public participation.

These two Ordinances will be voted on separately. They are just making a recommendation to the City Commission. It was one presentation but two separate votes.

Mr. Myer asked for a motion to ***ADOPT AN ORDINANCE ENACTING A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FROM LOW DENSITY RESIDENTIAL TO LOW MEDIUM DENSITY RESIDENTIAL FOR EIGHT LOTS TOGETHER TOTALING 2.11 ACRES LOCATED AT APPROXIMATELY 400 FT NORTH WEST OF THIRD STREET ON THE WEST SIDE OF CENTER AVENUE AND DEPICTED IN EXHIBIT A, DIED FOR LACK OF A MOTION.***

Mr. Myer asked for a motion **NOT RECOMMENDING THIS ORDINANCE TO THE CITY COMMISSION.**

Mr. Smith made a motion ***TO DENY THIS ORDINANCE***, seconded by Mr. Cassata.

Attorney Simpson stated he would recommend including kind of a discussion as to the grounds for denial outlining the basis for Mr. Smith's motion of denial.

Mr. Smith stated he doesn't think they need to put that many houses over there due to the current conditions and he has enough property to accomplish a fill-in without going any further.

Attorney Simpson stated so your concern is the increased density with the change in land increased density.

Mr. Cassata stated he agrees with Mr. Smith.

Mr. Myer stated a YES means you're for DENIAL; a NO means you're against denial.

ROLL CALL VOTE: Smith - Yes; Cassata - Yes; Arthur - No; Geiger - No; Myer - No.

THE MOTION TO DENY FAILED.

Mr. Myer stated he would like to go on the record saying that he knows he had hard questions for Mr. Merrell in the beginning because there are things about it that were just bothering me. It was bothering me why, when he heard there wasn't enough open space here, he wasn't understanding it but as it was made clear to me, that it sounds, it sounded, to me, like a good deal, actually. He thinks that area would benefit by this by this development just from the flooding standpoint. He goes by there all the time after the rain and he always thinks what a shame something hasn't happened in there to make it to fix that. We did that over on 6th Street with The Vineyards. If you go by there today and you see what's happening over there, it makes you recognize that a whole lot of land that was underwater after medium rains is not going to be anymore. He thinks that could be something similar to what happens here. He thinks it's very important for us as a board to not be influenced by citizens who make good points and make us sympathetic to their points and that's a hard thing for him when he knows how you all feel. He understands it but sometimes that just doesn't... as Attorney Simpson said, it just doesn't, for the good of all of us, even for your good, even though you can't see it at the moment, that he knows, he doesn't blame you for being dubious but he thinks this would have been a good deal. That's his statement on the record. Our recommendation is that we don't have a recommendation.

Mr. Myer asked if anyone would be interested in making a motion **TO APPROVE WITH QUALIFICATIONS? TO RECOMMEND APPROVAL?**

Ms. Geiger made a motion to **RECOMMEND APPROVAL OF THE COMPREHENSIVE PLAN**, seconded by Ms. Arthur.

ROLL CALL VOTE: Geiger - Yes; Arthur - Yes; Cassata - No; Smith - No; Myer - Yes.

THE MOTION CARRIES: 3-2.

Attorney Simpson stated that's a motion to approve changing the land use as proposed. Now, the next question is, the next Ordinance is the proposed recommendation on the proposed rezoning Ordinance that allows the planned development. It may be appropriate to, if anybody wants to make a motion to approve to include the condition of that there has to be a satisfactory agreement for the maintenance and upkeep and responsibility of the retention pond to qualify for any other conditions the board wants to put in there but that's one that we've discussed and it's in the development agreement now but we just don't have that agreement in hand but that agreement in hand needs to be finalized. Now, we're back to the second motion.

Mr. Myer stated back to the second Ordinance, which is from R2 low medium density to single family residential RPUD.

Mr. Myer stated he would entertain a motion.

Ms. Arthur made a motion to **RECOMMEND APPROVAL TO THE CITY COMMISSION TO ENACT A REZONE FROM R2 LOW DENSITY LOW TO MEDIUM DENSITY TO A SINGLE FAMILY RESIDENTIAL TO RPUD RESIDENTIAL PLANNED UNIT DEVELOPMENT AND TO APPROVE THE ASSOCIATED PRELIMINARY PLAN AND WRITTEN DEVELOPMENT AGREEMENT FOR EIGHT LOTS TOGETHER WITH (ALTHOUGH THEY HAVE NOT SEEN THE WRITTEN DEVELOPMENT AGREEMENT)....**(Attorney Simpson stated we do have the written development agreement but what we don't have is the agreement to take over the retention pond but we do have the written development agreement) **CONDITIONAL TO THE POND BEING TAKEN OVER FOR THE MAINTENANCE ON THE 2.11 ACRES LOCATED APPROXIMATELY 400 FT NORTHWEST OF 3RD STREET ON THE WEST SIDE OF CENTER AVENUE AND DEPICTED IN EXHIBIT A,** seconded by Ms. Geiger.

ROLL CALL VOTE: Arthur - Yes; Geiger - Yes; Cassata - Yes; Smith - No; Myer - Yes.

THE MOTION CARRIES: 4-1.

(The entirety of this item and meeting is available on CD upon request in the City Clerk's Office or available online on the City's YouTube channel).

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [4 TO 1]
MOVER:	Loretta Arthur, Board Member
SECONDER:	Lorraine Geiger, Board Member
AYES:	Myer, Cassata, Arthur, Geiger
NAYS:	Smith



2. Ordinance an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Mr. Myer opened public participation. No one spoke.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [4 TO 1]
MOVER:	Lorraine Geiger, Board Member
SECONDER:	Dennis Smith, Board Member
AYES:	Myer, Smith, Arthur, Geiger
NAYS:	Cassata



8. OLD BUSINESS

None..

9. BOARD / STAFF COMMUNICATIONS

The board agreed to having their January meeting on the 8th due to the New Year's Day holiday and City Hall being closed. Therefore, January 8, 2024 at 6:00 PM will be the first meeting of the new year.

10. ADJOURNMENT

The meeting adjourned at approximately 8:16 PM.



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • DECEMBER 4, 2023

City Commission Chamber

BOPA Regular Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Title	Status	Arrived
Mike Myer	Chairman	Present	
Dennis Smith	Board Member	Present	
Tony Cassata	Board Member	Present	
Loretta Arthur	Board Member	Absent	
Lorraine Geiger	Board Member	Present	

3. INVOCATION

Mr. Smith led the invocation.

4. PLEDGE OF ALLEGIANCE

Mr. Myer led the Pledge of Allegiance to the Flag.

5. MINUTES - NONE

None

6. AGENDA ITEM(S) - NONE

None

7. ORDINANCES

1. An Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Malkit Salh Business Planned Unit (BPUD) Development Agreement; 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 briefly went through his staff report that was in the agenda packet. This item is to consider a major amendment and rezone to The Malkit Salh BPUD Development Agreement located on approximately .8 acres, on the west side of Nova Road S on the corner of S. Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road. On March 11, 2003, the City Commission adopted Ordinance # 2653, which approved a rezone from B-5 Heavy Commercial

(Volusia County) to Business Planned Unit Development (BPUD) Holly Hill for the property on the west side of Nova Road S on the corner of S. Nova Road and Alabama Avenue. The property contains two structures and was approved for automotive sales, services and repairs and for use as a single-family dwelling. On January 27, 2004 the City Commission approved a major amendment to the BPUD to allow the uses stated in the B-5 zoning district. This added the uses described in Exhibit A. Mr. Walker stated that over the last 19 years, there have been changes along Nova Road S, and the applicant's property is now surrounded by properties that are zoned CC-1 that permit a greater variety of uses. In response to changing times, the applicant would like to add additional uses to their BPUD and make adjustments to development requirements such as to setbacks and minimum building separation. That is the purpose of this major amendment request.

The applicant is requesting to amend the approved BPUD as follows:

1. The use of a single-family home has been removed. Shed sales and display along with all uses within the B-6 zoning district have been added as permitted uses. (Exhibit B) Specific criteria have been added as a requirement for any proposed shed use. See letter D of the proposed amendment.
2. Development standards have been updated. An example is that setbacks and minimum building separations have been reduced and are now consistent with those of the surrounding CC-1 zoned properties. See letter E in the proposed amendment.

Mr. Walker briefly discussed the consistency with the Land Development Code and the consistency with the Comprehensive Plan. Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses. Staff's recommendation is to recommend to the City Commission to adopt the Ordinance enacting a Rezone from Business Planned Unit Development to Business Planned Unit Development, a Major Amendment adding uses and modifying specific development standards, and the associated Development Agreement for approximately .8 acres, on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road.

Mr. Myer opened public participation. No spoke.

Mr. Myer stated he would entertain a recommendation to the City Commission to **ADOPT THE ORDINANCE ENACTING A REZONE FROM BUSINESS PLANNED UNIT DEVELOPMENT TO BUSINESS PLANNED UNIT DEVELOPMENT A MAJOR AMENDMENT ADDING USE AND MODIFYING SPECIFIC DEVELOPMENT STANDARDS AND THE ASSOCIATED DEVELOPMENT AGREEMENT FOR APPROXIMATELY 0.8 ACRES ON THE WEST SIDE OF NOVA ROAD SOUTH ON THE CORNER OF SOUTH NOVA ROAD AND ALABAMA AVENUE AND MORE SPECIFICALLY KNOWN AS 1190 AND 1184 SOUTH NOVA ROAD**, the motion was made by Mr. Cassata and seconded by Mr. Smith.

ROLL CALL VOTE: Cassata - Yes; Smith - Yes; Geiger - Yes; Myer - Yes.

THE MOTION CARRIES: 4-0.

(A copy of this meeting in its entirety is available on CD upon request in the Building and Zoning Department or online on the city's YouTube channel)

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Tony Cassata, Board Member
SECONDER:	Dennis Smith, Board Member
AYES:	Myer, Smith, Cassata, Geiger
ABSENT:	Arthur



8. OLD BUSINESS / NEW BUSINESS

Mr. Walker informed the board that there will be a City Commission workshop on December 12, 2023 at 5:00 PM. The City Manager will be discussing as to whether or not they would like to allow staff to approve certain distances when it comes to variances or certain percentages. That topic will be brought before them for discussion.

Mr. Myer mentioned that he some new business that he would like to discuss and asked Attorney Simpson if he could help him with the rules. It has to do with attendance.

Attorney Simpson was looking to see what the city's rules are on the attendance.

Mrs. Montgomery stated it's actually two consecutive times missed or four times in a calendar year.

Mr. Myer stated and that doesn't matter whether they're excused or not it's just you got to be here. Ms. Arthur is three this year, is that correct?

Mrs. Montgomery stated we recorded two but that could be she could be wrong. It could have had something prior to my being in this position. There could very well be a third.

Mr. Myer stated attendance is really important and which goes without saying. We can't you know and it's not that he doesn't want Ms. Arthur to be on the board but he wants Ms. Arthur to be on the board.

Mr. Cassata stated we're here to do a job.

Mr. Myer stated exactly right. It doesn't take long, we're rarely here more than an hour.

Mr. Cassata stated we've had one or two longer but you're right.

Mr. Myer stated he would like to know for sure the number of absences.

Mrs. Montgomery stated she can email him the Resolution tomorrow and will send it to Attorney Simpson as well.

Mr. Myer stated the first order of business in January 2024 will to elect a Chairman of the board and he will tell them now that he will take the job if the board nominates him. So, there's no questions about that as there was last year.

Mr. Cassata stated, perfect.

Mr. Myer stated so, he's telling them that he will do that but he's not politicking for the job.

Mr. Cassata stated you're the man for the job.

Mr. Myer stated he is just saying if they choose him again, he would be honored to do it.

Attorney Simpson stated also at the next meeting on the agenda to go over Sunshine Law, Public Records Law, and various issues that are common. Since that's an organizational meeting, that would be a good meeting to go over those at that time.

Mr. Myer stated, yes. Absolutely. That's a great idea. Thank you.

9. BOARD / STAFF COMMUNICATIONS

None.

10. ADJOURNMENT



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

Board of Planning and Appeals
Ordinance

MEETING DATE: January 8, 2024
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified in Attachment A, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low-Density Residential to Commercial and Further Adding Text to Restrict Commercial Development on Such Parcels to Personal Storage Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND An Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Plaza Grande, LLC Industrial Planned Unit Development; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

NUMBER: (ID # 4294)
APPLICANT: Brian Walker
PLANNER:

Introduction

Consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment and an associated text amendment, from Low Density Residential (LDR) to Commercial, and a separate Ordinance enacting an IPUD Major Amendment for approximately 5 acres, located on the south side of Golf Avenue, approximately 1100 feet east of Nova Road S and more specifically known as 975 Golf Avenue.

Background

The property at 975 Golf Avenue was annexed into the City of Holly Hill from Volusia County as an existing non-conforming automobile dismantling and salvage yard. On February 11, 2003, the City Commission approved an ordinance that rezoned the property from R-2, Single-Family Residential (Volusia County), to an Industrial Planned Unit Development (IPUD) (Holly Hill). Per the approved development agreement, the non-conforming use was permitted to continue and additional uses related to dismantling and salvage operations were also permitted.

On July 25, 2006, the City Commission approved a major amendment to the IPUD that eliminated the use as a dismantling and salvage yard such being deemed incompatible with the surrounding residential character of the area. In its stead, an air conditioned, single-phased self-storage facility with a manager's residence was approved as a use.

In February of 2021, the current owner submitted a site plan application to develop 10 buildings totaling 61,800 square feet and consisting of 258 storage units. However, the property currently remains undeveloped. On July 6, 2023, the applicant submitted an application to request that several changes be made to the IPUD. The requested changes are attached and labeled, “Applicant’s Request.” In summary, the requested changes are as follows:

- a. Allow non-airconditioned units
- b. Permit that the development occurs in 2 phases instead of one
- c. Eliminate the requirement for a manager’s residence

The name of the current IPUD will also be changed to Riviera Oaks Self-Storage IPUD

As part of the request for a major amendment, the applicant is also requesting that the land use be changed from low density residential to commercial in order to bring the project into conformity with the City’s comprehensive plan. Typically, a future land use amendment is done with a property soon after it is annexed into the City. It is unclear why this was not done back in 2002.

In order to limit the type of commercial development specifically to what has been approved per the IPUD, a text amendment is requested to apply to the parcel now known as 975 Golf Avenue, having a Parcel ID of 42-14-32-04-21-0100, in order to limit the commercial use to only personal storage and no other commercial uses. The proposed language of the text amendment is as follows:

Parcel # 424204210100 also known as 975 Golf Avenue, and legally described in the attachment named “Legal Description of Golf Avenue Parcel with Commercial Use Limitation’ shall be restricted to development consisting of personal storage with a maximum floor area ratio of .30. Development of said parcel shall be governed by a PD written development agreement and preliminary plan.

Site Information

Size of Property: The property consists of approximately 5 acres.

Legal Description: (Exhibit A)

Parcel Identification Number: Per Property Appraiser. (Exhibit B)

General Location: See Location Map (Exhibit C)

Frontage: The property has approximately 330 feet of frontage along Golf Avenue.

Access: Vehicular access will be from Golf Avenue.

Aerial Photography: (Exhibit D)

Existing Development: The property is vacant.

Future Land Use Designation: The current FLU designation is Low Density Residential and the proposed FLU designation is Commercial with a text amendment. (Exhibit E)

Zoning: Current Zoning is IPUD and a major amendment is requested. (**Exhibit F**)

Buffers: Buffering will be provided between commercial and residential uses.

Zoning and Land Uses

For zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled “**Zoning and Land Use Table.**”

Project Analysis

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water, solid waste and stormwater are as follows:

Traffic:

Impacts to traffic were estimated by using an analysis provided by LTG Engineering and Planning, for another project in Holly Hill involving personal storage units for property bordered by Old Kings Road and 13th Street near Nova Road. In that study it was shown that 56 residential units would generate more daily traffic than 700 personal storage units. (221 daily trips vs. 128 daily trips). That study is attached and titled, **Traffic Analysis.**

Extrapolating from that study, the current land use of LDR would permit up to 30 residential units. Such units would generate approximately 118 daily trips. The proposed land use of Commercial, limited to 500 personal storage units, would generate approximately 92 daily trips. Therefore, traffic generated under the commercial use of personal storage units in this situation, is less than that generated by a single-family development.

Water and Wastewater:

Impacts to water and wastewater were estimated using the Florida Administrative Code Table 1.

The current FLU of LDR residential allows up to 30 homes on the 5 acres. Daily potable water flows are 300 gallons per home or 9,000 gallons per day. This also applies to daily estimated sewage flows.

Under the proposed Commercial FLU with text limiting the use to 500 personal storage units and an on-site bathroom, the daily potable water demand is estimated to be 450 gallons per day with the same number of gallons per day applying to sewage flows.

Therefore, the proposed storage facility will use 17,100 fewer gallons per day related to water and sewer, than would a residential community.

Solid Waste:

The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052. The Tomoka Landfill has sufficient capacity to accommodate the proposed FLUM designation.

Stormwater Management:

The proposed project has been reviewed by the City's contracted engineer and the plans have been found to be following current rules specified by the City of Holly Hill, Volusia County, St. Johns River Water Management District and Federal Emergency Management Agency.

Consistency with the Comprehensive Plan

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan with particular emphasis on the following:

Policy 1.2.15 - The City shall enact and enforce zoning and other land development regulations in such a way as to provide transitional uses between areas of widely disparate land use density or intensity.

Objective 1.9 - The City shall promote urban infill development and redevelopment in areas where public facilities and services are available.

Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Objective 2.1 - Concurrency: The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.

The proposed development utilizes the planned unit development process to allow for design of a commercial self-storage use that will create a transitional use between the existing residential uses in an appropriate scale and location within the City. The development will locate a low-intensity use within the area supported by public services and utilities.

Consistency with the Urban Sprawl Rule as Required by Florida Statutes

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not meet any of the key urban sprawl indicators. This amendment generally promotes efficiency in the use of urban services.

Staff Recommendation

Adopt an Ordinance of the City of Holly Hill Florida, amending the comprehensive plan by amending the future land use map designation of the parcel totaling approximately 5 acres, and listed and legally described in **Exhibit A**, by virtue of a small scale future land use map amendment; changing the future land use map designation from low density residential to Commercial and to further limit permitted commercial activity on such parcels to 500 mini-

warehouse storage units via a comprehensive plan text amendment; providing for conflicting ordinances; providing for severability; and providing an effective date.

And A Separate Ordinance

Adopt a proposed Ordinance approving a major amendment to the IPUD known as the Plaza Grande, LLC, IPUD for approximately 5 acres, located on the south side of Golf Avenue, approximately 1100 feet east of Nova Road S and more specifically known as 975 Golf Avenue.

ATTACHMENTS:

- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)
- Exhibit E (PDF)
- Development Agreement - Golf Avenue (PDF)
- Prelim Dev Plan (PDF)
- Application (PDF)
- Zoning and Land Use Table (PDF)
- Traffic Analysis (PDF)
- Applicant's Request (PDF)
- Current PD Agreement (PDF)

Ordinance No. (ID # 4294)

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT A, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW-DENSITY RESIDENTIAL TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO PERSONAL STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SECOND MAJOR AMENDMENT TO THE PLAZA GRANDE, LLC INDUSTRIAL PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT A, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW-DENSITY RESIDENTIAL TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO PERSONAL STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has reviewed the future land use designation for the parcels described in Attachment A and determined that it is necessary to amend its Future

Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified in ATTACHMENT A as Commercial.

SECTION 2. The City's Comprehensive Plan is hereby amended by adding text to policy 1.1.2, to read as follows (**bold** and underline indicates added text):

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.) Certain parcels with the General Commercial Development land use shall be restricted to development consisting of mini-warehouse, vehicle/trailer, and outdoor covered storage uses, limited to the traffic generating equivalent of 700 personal storage units. Such parcels are identified as 424204340220, 424286030260, 424286030250, 424286030240, 424286020060, 424286020070, 424286020050, 424286020040, 424286020030, 424286020011, with the subject parcels and area further legally described and shown in the attachment named "Legal Description of Parcels with Commercial Use Limitation."

Parcel # 424204210100 also known as 975 Golf Avenue, and legally described in the attachment named "Legal Description of Golf Avenue Parcel with Commercial Use Limitation" shall be restricted to development consisting of personal storage with a maximum floor area ratio of .30. Development of said parcel shall be governed by a PD written development agreement and preliminary plan.

SECTION 3. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 4. 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 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 6. The proposed amendment will not become final until thirty-one (31) days following adoption by the City Commission unless a challenge is filed per 163.3187(5) Fla. Stat. If a timely challenge is filed, the amendment will not become effective until the State Land Planning Agency issues a final order determining that the amendment is in compliance. In any event, the amendment shall not become effective until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

ATTACHMENT A

Legal description of property located at 975 Golf Road Holly Hill Florida 32174:

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.

AND

**AN ORDINANCE OF THE CITY OF HOLLY HILL,
FLORIDA, APPROVING THE SECOND MAJOR
AMENDMENT TO THE PLAZA GRANDE, LLC
INDUSTRIAL 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 City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

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

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

SECTION 1. The City Commission of Holly Hill hereby approves the Second Major Amendment to the Plaza Grande, LLC Industrial Planned Unit Development, a true and correct copy attached hereto.

SECTION 2. Development of the property described in Attachment A shall

conform to the requirements of the Master Development Plan in Attachment B, and Land Development Regulations of Holly Hill.

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

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

SECTION 5. This ordinance shall become effective upon approval of the future land use map and text amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

ATTACHMENT A

Legal description of property located at 975 Golf Road Holly Hill Florida 32174:

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.

ATTACHMENT B

Master Development Plan

Exhibit B to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Riviera Oaks Self-Storage IPUD located at 975 Golf Avenue in Holly Hill, Florida (hereinafter referred to as the “Subject Property”). This Development Agreement replaces in its entirety and supersedes, the agreement dated July 25, 2006, known as the Plaza Grande, LLC Industrial Planned Unit Development.

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the “City”), and 975 GOLF ROAD SELF STORAGE, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 16824 Hastings St NE, Ham Lake, MN 55304.

W I T N E S S E T H

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

WHEREAS, the 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 Land Uses and Requirements Within the IPUD. The specific land uses

permitted within this IPUD are as follows:

1. Self-storage units - units may be air conditioned if desired but is not required.
2. Manager's office - may be provided if desired.
3. Any use customarily associated with and incidental to the permitted use

B. Use Standards.

Self-storage facilities are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial users. Access will be through the interior, no external access is provided. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service, other than lighting and one (1) electrical outlet shall be permitted. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provision of direct access to a secured storage space by the renter.

1. Self-storage facilities shall be limited to storage use only. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. At least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. No business activity may be conducted in any storage unit. No sales, including "garage sales", shall be conducted on the premises. No servicing, repair, sales, exchange, or distribution of any goods, materials, equipment or vehicles shall be conducted on the premises. No stock in trade for any business shall be stored on the premises.
2. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.
3. On-Site Circulation and Driveway Widths
 - a. All driveways shall be a minimum of twenty feet (20') in width.
 - c. Traffic direction shall be designated by signing and/or painting on driveway surfaces.
 - d. Access to storage cubicles shall only be provided from the interior of the site.

4. Hours of Operation - Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.
5. The traffic impact of the storage facility shall be less than the traffic generated if the property is developed at the highest allowable residential zoning density per gross acre.
6. All structures shall be designed to be aesthetically compatible with adjacent residential areas. The entire premises shall be maintained in a clean, safe and sanitary condition.

C. Development Standards. Development of the subject site will comply with the following dimensional requirements:

1. Required Perimeter Setback from all property lines - 35 feet
 - a. North - 35 feet
 - b. Rear yard - 15 feet
 - c. Side yard - 15 feet
2. Maximum Building Height: No building shall exceed a height of 35 feet.
3. Minimum Floor Area: The ratio of floor area of all buildings to the project area shall not exceed 0.30 (13,068 square feet of building area per acre of project area).

D. Off Street Parking and Loading Facilities. Off-street parking and loading facilities shall be provided in accordance with Chapter 90, Article III, Division 6 (Off-Street Parking and Loading Facilities), Holly Hill Code.

E. Signage. Project signage shall comply with Chapter 110 (Signs), Holly Hill Code.

F. Open Space/Common Area. A minimum of 35%

G. Landscaping, Buffers, and Screens. Waiver of required masonry wall visual screen is granted upon the following conditions - if a six foot chain link perimeter fence is installed, it shall be vinyl coated and colored green or black; additional landscaping to be provided over and above the landscaping requirements in Chapter 98 pending site plan review of landscaping plans; and the rear elevations of the buildings are to be faced with stucco and painted or similarly treated to be aesthetically pleasing as determined at site plan review. All other landscaping and buffers shall comply with Chapter 98 (Landscaping and Buffering), Holly Hill Code.

- H. Sidewalks.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. Environmental Considerations.** The provisions of this Master Development Plan shall not be construed as a waiver or variance from any applicable federal, state, or local environmental regulations.
- J. Sewage Disposal and Potable Water.** All new development shall be served by municipal water and sewer services.
- K. Stormwater Management.** Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.
- L. Access and Transportation System Improvements.** The project shall be in substantial accordance with the following access and transportation system improvements:
1. Access: Access shall be permitted only from Golf Avenue.
 2. Transportation System Improvements. Any and all applicable provisions of the City's Code of Ordinances shall be met.
 3. Traffic Impact Analysis: Any and all applicable provisions of the City's Code of Ordinances shall be met.
 4. Internal Roadways. Any and all applicable provisions of the City's Code of Ordinances shall be met.
- M.** The project may occur in two phases.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the 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 (16)** of this Agreement.

11. **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.

12. **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 HOA or POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The 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.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the 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.

14. **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.

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

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

OWNER/DEVELOPER'S REPRESENTATIVES:

Joel Gnat
16824 Hastings St NE,
Ham Lake, MN 55304

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

With copy to:

Director
Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

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.

17. **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.

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

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

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

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

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

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

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

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The 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.

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

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

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

IN WITNESS WHEREOF, the 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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or**

☐ **online notarization**, this ____ day of _____, 2024, 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 Avenue

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 _____, 2024, 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 for 975 Golf Road Holly Hill Florida 32174

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.

Exhibit B

Preliminary Development Plan

Legal Description for 975 Golf Road Holly Hill Florida 32174

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3168402

Parcel ID: 424204210100

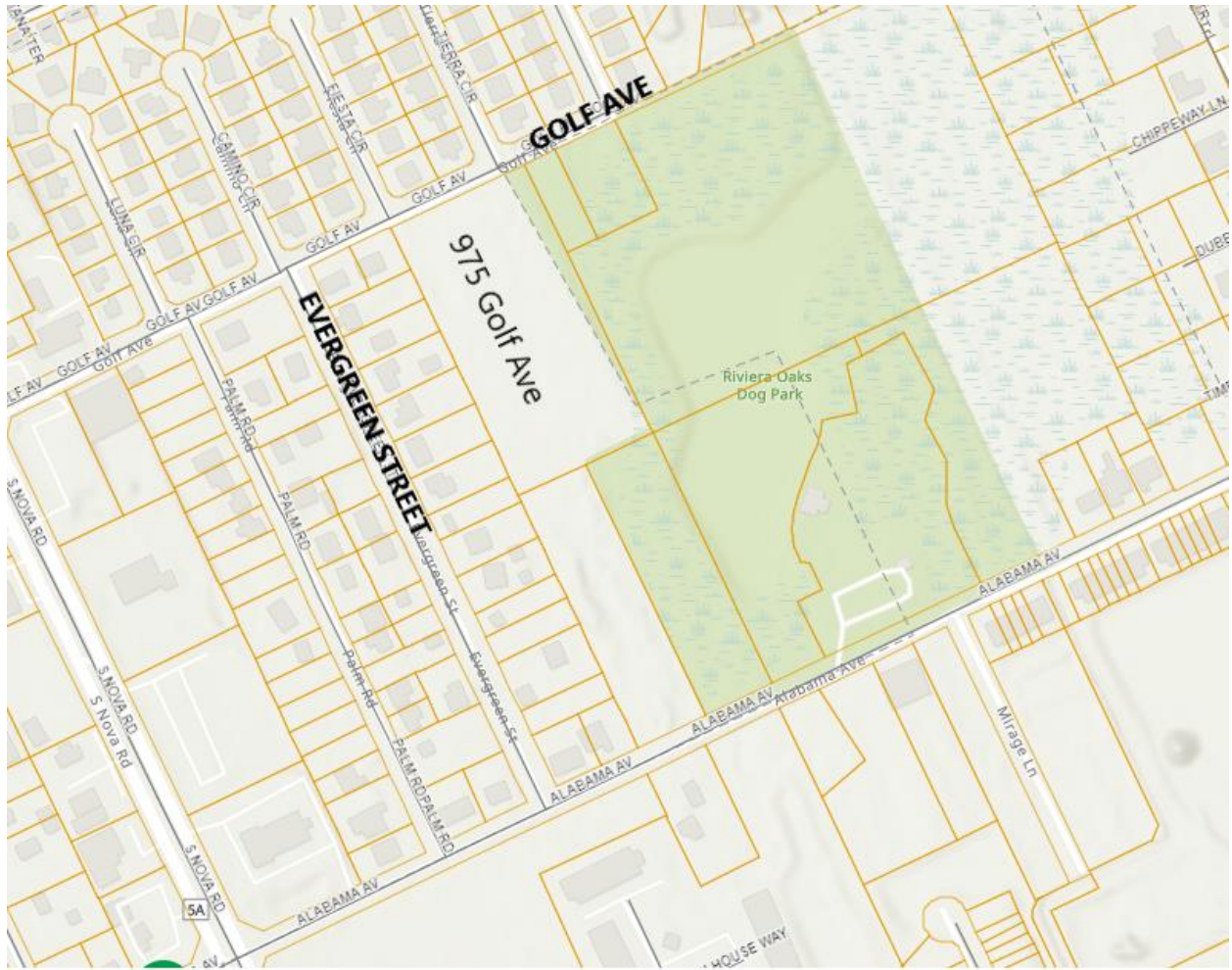
975 GOLF ROAD SELF STORAGE LLC

975 GOLF AVE, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3168402
Parcel ID:	424204210100
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 21 - 0100
Owner(s):	975 GOLF ROAD SELF STORAGE LLC - FS - Fee Simple - 10
Mailing Address On File:	16824 HASTINGS ST NE HAM LAKE MN 55304
Physical Address:	975 GOLF AVE, HOLLY HILL 32174
Property Use:	4000 - VACANT INDUS
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7250
Subdivision Name:	
Homestead Property:	No

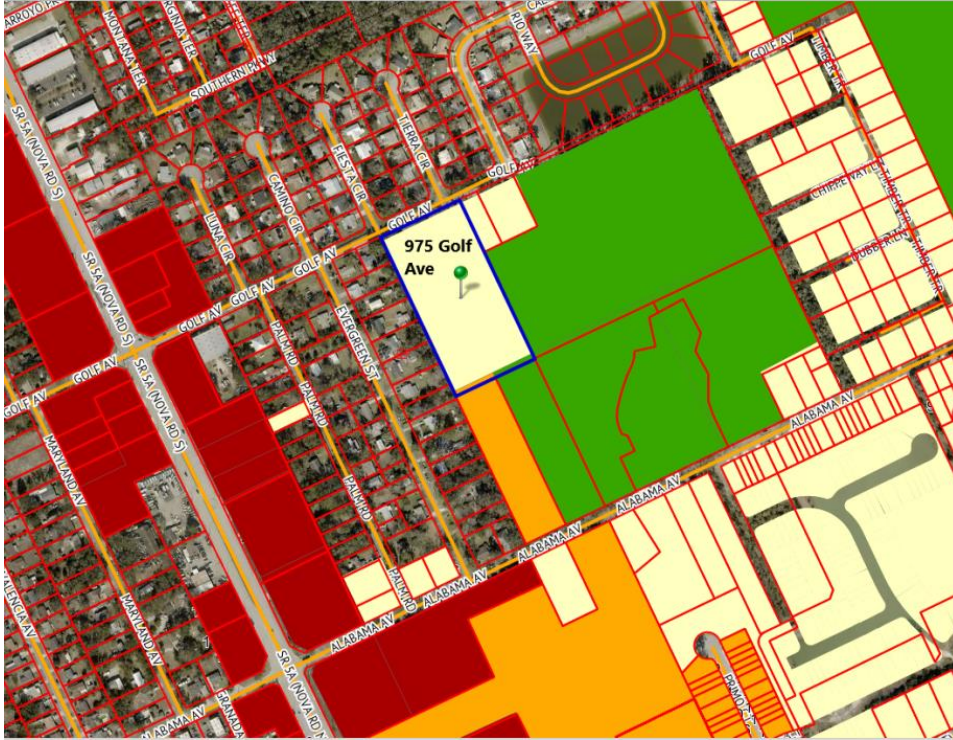
Attachment: Exhibit B (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

LOCATION MAP

AERIAL MAP



Current LDR FLU – Commercial Proposed



IPUD Zoning

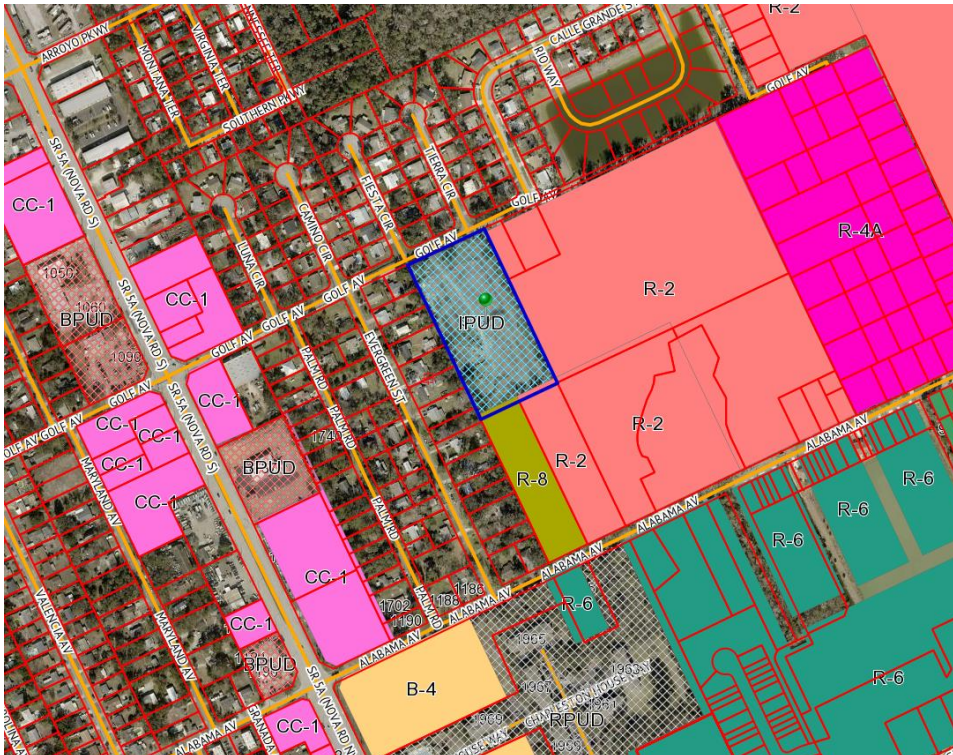


Exhibit B to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Riviera Oaks Self-Storage IPUD located at 975 Golf Avenue in Holly Hill, Florida (hereinafter referred to as the “Subject Property”). This Development Agreement replaces in its entirety and supersedes, the agreement dated July 25th, 2006, known as the Plaza Grande, LLC Industrial Planned Unit Development.

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2024, 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 975 GOLF ROAD SELF STORAGE, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 16824 Hastings St NE, Ham Lake, MN 55304.

W I T N E S S E T H

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

WHEREAS, the 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 Land Uses and Requirements Within the IPUD. The specific land uses permitted within this IPUD are as follows:

1. Self-storage units – units may be air conditioned if desired but is not required.

2. Manager's office - may be provided if desired.
3. Any use customarily associated with and incidental to the permitted use

B. Use Standards.

Self-storage facilities are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial users. Access will be through the interior, no external access is provided. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service, other than lighting and one (1) electrical outlet shall be permitted. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provision of direct access to a secured storage space by the renter.

1. Self-storage facilities shall be limited to storage use only. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. At least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. No business activity may be conducted in any storage unit. No sales, including "garage sales", shall be conducted on the premises. No servicing, repair, sales, exchange, or distribution of any goods, materials, equipment or vehicles shall be conducted on the premises. No stock in trade for any business shall be stored on the premises.
2. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.
3. On-Site Circulation and Driveway Widths
 - a. All driveways shall be a minimum of twenty feet (20') in width.
 - c. Traffic direction shall be designated by signing and/or painting on driveway surfaces.
 - d. Access to storage cubicles shall only be provided from the interior of the site.

4. Hours of Operation - Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.
5. The traffic impact of the storage facility shall be less than the traffic generated if the property is developed at the highest allowable residential zoning density per gross acre.
6. All structures shall be designed to be aesthetically compatible with adjacent residential areas. The entire premises shall be maintained in a clean, safe and sanitary condition.

C. Development Standards. Development of the subject site will comply with the following dimensional requirements:

1. Required Perimeter Setback from all property lines – 35 feet
 - a. North – 35 feet
 - b. Rear yard - 15 feet
 - c. Side yard - 15 feet
2. Maximum Building Height: No building shall exceed a height of 35 feet.
3. Minimum Floor Area: The ratio of floor area of all buildings to the project area shall not exceed 0.30 (13,068 square feet of building area per acre of project area).

D. Off Street Parking and Loading Facilities. Off-street parking and loading facilities shall be provided in accordance with Chapter 90, Article III, Division 6 (Off-Street Parking and Loading Facilities), Holly Hill Code.

E. Signage. Project signage shall comply with Chapter 110 (Signs), Holly Hill Code.

F. Open Space/Common Area. A minimum of 35%

G. Landscaping, Buffers, and Screens. Waiver of required masonry wall visual screen is granted upon the following conditions – if a six foot chain link perimeter fence is installed, it shall be vinyl coated and colored green or black; additional landscaping to be provided over and above the landscaping requirements in Chapter 98 pending site plan review of landscaping plans; and the rear elevations of the buildings are to be faced with stucco and painted or

similarly treated to be aesthetically pleasing as determined at site plan review. All other landscaping and buffers shall comply with Chapter 98 (Landscaping and Buffering), Holly Hill Code.

- H. Sidewalks.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. Environmental Considerations.** The provisions of this Master Development Plan shall not be construed as a waiver or variance from any applicable federal, state, or local environmental regulations.
- J. Sewage Disposal and Potable Water.** All new development shall be served by municipal water and sewer services.
- K. Stormwater Management.** Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.
- L. Access and Transportation System Improvements.** The project shall be in substantial accordance with the following access and transportation system improvements:
 - 1. Access: Access shall be permitted only from Golf Avenue.
 - 2. Transportation System Improvements. Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 3. Traffic Impact Analysis: Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 4. Internal Roadways. Any and all applicable provisions of the City's Code of Ordinances shall be met.
- M.** The project may occur in two phases.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the 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 (16)** of this Agreement.

11. **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.

12. **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 HOA or POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The 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.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the 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.

14. **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.

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

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

OWNER/DEVELOPER'S REPRESENTATIVES:

Joel Gnat
16824 Hastings St NE,
Ham Lake, MN 55304

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.

17. **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.

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

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

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

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

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

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

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

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The 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.

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

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

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

IN WITNESS WHEREOF, the 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

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 for 975 Golf Road Holly Hill Florida 32174

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas

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Exhibit B
Preliminary Development Plan

Attachment: Development Agreement - Golf Avenue (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

GENERAL NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEYS PERFORMED BY AIA SURVEYING INC. DATED 00-00-21.
2. AREAS WITHIN THE PUBLIC RIGHT-OF-WAY AND OFF SITE WHICH HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE CLEARED OF ALL DEBRIS, REGRADED AND SEEDING WITH BARRA 50 AS TO RESTORE THE AREA TO A NATURAL STABILIZED AND PLANTED STATE.
3. ALL MATERIALS (PIES, STRUCTURES, ETC.) AND ALL CONSTRUCTION METHODS ON AND OUT OF THE RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITIONS OF THE 2017 DESIGN STANDARDS AND PRACTICE SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
4. SIDEWALK SPECIFICATIONS: 4" FOOT CLASS 1 PORTLAND CEMENT CONCRETE (2500 PSI @ 28 DAYS) W/ 6" CLEAN STABILIZED SAND SUBGRADE (MIN. 95% COMPACTION PER ASTM D 1557) 6" THICK @ DRIVEWAYS (2000 PSI @ 28 DAYS) W/ 12" SUBGRADE IN 6" LIFTS. EXPANSION AND CONTRACTION JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FOOT DESIGN STANDARDS.
5. PAVEMENT SPECIFICATIONS (AREAS NOT USED BY LARGE VEHICLES, CAR PARKING AREA ETC.) (ASPHALT / CONCRETE) ASPHALT: 1 1/2" TYPE SP 9.5 ASPHALTIC CONCRETE STRUCTURE COURSE (MIN. 98% COMPACTION, NUCLEAR DENSITY BACK SCATTER METHOD), 4" UNDERLAY BASE (LR 100 MIN. 98% COMPACTION, ASTM D 1557) 12" STABILIZED SUBGRADE (LR 40 MIN. 98% COMPACTION, ASTM D 1557).
6. PAVEMENT SPECIFICATIONS (ALL OTHER AREAS) (ASPHALT / CONCRETE) ASPHALT: 2" TYPE SP 9.5 ASPHALTIC CONCRETE STRUCTURE COURSE (MIN. 98% COMPACTION, NUCLEAR DENSITY BACK SCATTER METHOD), 10" UNDERLAY BASE (LR 100 MIN. 98% COMPACTION, ASTM D 1557) 12" STABILIZED SUBGRADE (LR 40 MIN. 98% COMPACTION, ASTM D 1557).
7. CONTRACTOR SHALL PROVIDE VERTICAL AND HORIZONTAL "AS-BUILT" INFORMATION CONTAINING AT A MINIMUM: BUILDING LOCATION, TYPICAL PARKING STALL WIDTHS AND LENGTHS, PAVEMENT AND SIDEWALK WIDTHS, CROSS SLOPES AND DRAINAGE DIRECTIONS, BUILDING FINISHED FLOOR ELEVATION, PAVEMENT, SIDEWALK AND SIDEWALK AREA SPOT GRADES, UTILITY LOCATIONS AND RUP OF FIVE GRADES. ADDITIONAL INFORMATION MAY BE NEEDED FOR CITY. A CERTIFICATION TO THIS EFFECT SIGNED AND SEALED SHALL GO TO THE OWNER (OWNER'S BOOK: F REQUIRED), CITY AND ENGINEER.
8. ALL TRAFFIC CONTROL DEVICES, INCLUDING SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
9. PAVEMENT SHALL BE PAINT STRIPED AND WHEEL STOPPED AS SHOWN WHERE NOTED. THERMOPLASTIC WITH GLASS SPHERES STRIPING SHALL BE USED. RIGHT-OF-WAY PAINT STOPPING SHALL BE THERMOPLASTIC WITH GLASS SPHERES IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS. RIGHT-OF-WAY STOPPING PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED (WHEN REQUIRED) IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS.
10. CONTRACTOR SHALL FOLLOW REQUIRED EROSION AND SEDIMENT CONTROL PRACTICES AND HOLD AN EROSION CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY PRIOR TO CONSTRUCTION. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE CITY'S EROSION AND SEDIMENT CONTROL STANDARD DETAILS P-22.
11. CONTRACTOR WILL FOLLOW ALL OF THE CITY'S REQUIRED WASTE MANAGEMENT PRACTICES. ALL CONSTRUCTION, RENOVATION, AND DEMOLITION SITES ARE TO BE KEPT CLEAN AND FREE OF PESTS, DEBRIS, AND LITTER DURING THE CONSTRUCTION, RENOVATION, OR DEMOLITION PROCESS. A CERTIFICATE OF OCCUPANCY FOR A NEWLY CONSTRUCTED OR RENOVATED BUILDING SHALL NOT BE ISSUED UNTIL ALL RUBBLE AND LITTER DURING THE CONSTRUCTION OR DEMOLITION IS REMOVED FROM THE SITE.
12. ALL DEVELOPMENT PLANS SHALL BE CONSISTENT WITH THE CITY OF HOLLY HILL LAND DEVELOPMENT CODE.
13. A MANDATORY PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF HOLLY HILL MUST BE CONDUCTED PRIOR TO ANY SITE DISTURBANCE OR CONSTRUCTION. OWNER, CONTRACTOR AND ENGINEER MUST ATTEND.

CONSTRUCTION PLANS FOR GOLF AVENUE STORAGE

975 GOLF AVENUE,
HOLLY HILL, FL 32117
JULY 2021

INDEX OF SHEETS	DESCRIPTION
C01	COVER
C02	EXISTING CONDITIONS SURVEY
C03	DEMOLITION PLAN
C04	SITE LAYOUT
C05	PRE-DEVELOPMENT BASIN
C06	POST-DEVELOPMENT BASIN
C07	GRADING PLAN
C08	UTILITY PLAN
C09	LANDSCAPE PLAN
C10	IRRIGATION PLAN
C11	DETAILS
C12	DETAILS
C13	MOOT PLANS
C14	MOOT PLANS
C15	GENERAL NOTES
C16	GENERAL NOTES
C17	LIGHTING PLAN

DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT LOCATION
VOLUSIA COUNTY



48 HOURS BEFORE YOU DIG
CALL 811



LEGAL DESCRIPTION:

LEGAL DESCRIPTION:
LOT 10 ETC IN 13 FT IN ST BLK 21 FLEMING RDN GRANT PER DP
4596 PLS 4402-4423

GENERAL NOTES:

1. SITE ADDRESS: 975 GOLF AVE., HOLLY HILL, FL 32117
2. 184 PARCELS NUMBER: 42-14-33-14-21-0000
3. SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST.
4. SITE SLOPE: (55) HOLLYHILL SAND, AND (60) TUSCUMILLA FINE SAND
5. FLOOD ZONE: PARCEL LOCATED IN FEMA FLOOD ZONE DESIGNATION "X" AS SCALED FROM FEMA FLOOD INSURANCE RATE MAPS VOLUSIA COUNTY, FL MAP 19122001A, DATED FEB. 10, 2014.
6. ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1985 (NAVD 83) BENCHMARK HAVING AN ELEVATION OF 28.25 FEET.
7. ALL UTILITIES SHALL BE LOCATED AND DEPICTED ON THE PLAN.
8. CONTRACTOR SHALL ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH THE CITY STAFF PRIOR TO ANY DISTURBANCE OF THE PROPERTY.

SITE DATA:

ZONING:	EXISTING	PROPOSED	
		EXISTING	PROPOSED
LAND USE:	VACANT	VACANT	STORAGE FACILITY
FUTURE LAND USE:	VACANT	REQUIRED	STORAGE FACILITY
SETBACK REQUIREMENTS:			
MIN. FRONT YARD:	35'	35'	35'
MIN. SIDE YARD:	35'	35'	35'
MIN. REAR YARD:	35'	35'	35'
LANDSCAPE BUFFER:			
NORTH:	10'	10'	10'
EAST:	5'	5'	5'
SOUTH:	5'	5'	5'
WEST:	5'	5'	5'

EXISTING PROJECT AREA COVERAGE	AREA (SF)	AREA (AC)	LOT COVERAGE (%)
IMPERVIOUS	0	0.00	0.00%
BUILDINGS	0	0.00	0.00%
PAVEMENT	0	0.00	0.00%
TOTAL IMPERVIOUS	0	0.00	0.00%
PERVIOUS	206250	4.73	100.00%
LANDSCAPE / NATURAL	206250	4.73	100.00%
PROPOSED PROJECT AREA COVERAGE			
IMPERVIOUS	61800	1.42	29.96%
BUILDINGS	0	0.00	0.00%
PAVEMENT	60743	1.39	28.45%
TOTAL IMPERVIOUS	122543	2.81	59.41%
PERVIOUS	83708	1.92	43.59%
LANDSCAPE / NATURAL	206250	4.73	100.00%

PARKING INFORMATION:

PARKING REQUIRED: IPUD ZONING DISTRICT
USE CATEGORY: INDUSTRIAL
USE TYPE: PLUS STORAGE FACILITY
1 SPACE PER 15 UNITS
258 STORAGE UNITS / 15 = 18
PARKING PROVIDED: IPUD ZONING DISTRICT
55 STANDARD SPACES + 1 HANDICAP SPACE = 56 TOTAL SPACES PROVIDED
SEE BACK PROVIDED

PROJECT OBJECTIVE:

THE PROPOSED PROJECT CONSISTS OF A MULTI STORAGE FACILITY CONSISTING OF 10 BUILDINGS TOTALING 1,800 S.F. OF PAVED AREA, AND ONE RETENTION STORMWATER TREATMENT. HOURS OF OPERATION: 24 HOUR SECURED ACCESS BY GATE AND PASSCODE

CONTACT INFORMATION:

OWNER: GHOT, LLC
BRADCOCK JEN'S
5410 DEERFIELD RD.
EAST CLARK, MI 48701
TEL: (815)342-3323

GAS: TED PEOPLES GAS
1722 ROCKWOOD AVE.
DAYTONA BEACH, FL 32117
386-871-2323

WATER/SEWER: CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL, FL 32117
386-245-9432

CABLE: SPECTRUM
1475 S. MOVA RD
DAYTONA BEACH, FL 32114
855-243-8553

ELECTRIC: FLORIDA POWER & LIGHT CO.
1037 N. WILLIAMSON BLVD.
DAYTONA BEACH, FL 32114
386-252-1541

TELEPHONE: AT&T
1805 W INTERNATIONAL
DAYTONA BEACH, FL 32114
386-252-9500

SURVEYOR: DAVID MCWILLIEN, PLS
AIA SURVEYING INC.
355 W ORLANDA BLVD. STE D7
ORLANDA BEACH, FL 32174
TEL (386) 216-5730
CIVIL: SPANISH LAS SURVEYING.COM

REVISIONS:

1. REVISED PER CITY OF HOLLY HILL, SARIN, VOLUSIA COUNTY COMMENTS
2. REVISED PER CITY OF HOLLY HILL SITE PLAN REVIEW COMMENTS
3. REVISED PER SARIN COMMENTS DATED 6-11-21
4. REVISED PER VOLUSIA COUNTY COMMENTS DATED 7-14-21

04-12-21
05-12-21
07-16-21
07-30-21

Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting
150 South Palmista Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 • Fax: (386) 252-6050
www.zahncorp.com



GOLF AVENUE STORAGE

PROJECT NUMBER
136

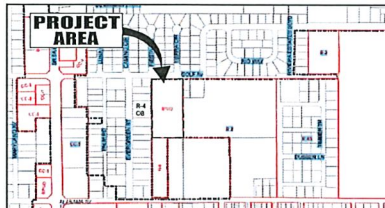
VICINITY MAP:



AERIAL:



ZONING MAP:

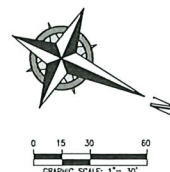


FLOOD ZONE MAP:



SOILS MAP:





Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting
3 South Palmella Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 • Fax (386) 252-6050
www.zehncng.com

SITE LAYOUT	
GOLF AVENUE STORAGE	
HOLLY HILL	VOLUSIA COUNTY, FL

NOT VALID WITHOUT SEAL

 This form has been electronically signed and sealed by the American Nuclear Association, P.O. Box 1000, Washington, DC 20004. This document is not a controlled signed and sealed document and the electronic signature must be verified on any electronic device.

FL. P.E. NO. 19083 & 82261
& 65524

Permit #
23-1275



HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

HOLLY HILL RECEIVED
JUL - 6 2023
COMM. DEV. DEPT.

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: 7/6/23 Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Riviera Oaks Self Storage *(see * Staff Note Below)*
 PARCEL ID #(S): 4242-04-21-0100
 LOCATION: 975 Golf Avenue Ormond Beach FL 32174
 EXISTING USE(S): Vacant Land
 PROPOSED USE(S): Self Storage Facility
 TOTAL ACREAGE: 5 acres
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: IPUD PROPOSED ZONING: IPUD (Amendment)
 CURRENT FUTURE LAND USE: LDR PROPOSED FUTURE LAND USE: COM

APPLICANT INFORMATION:

Name: Brandon Adkins E-Mail: brandon@droitco.com
 Address: 5260 Deerfield Road Phone: 815-342-3323
 Company: Droit LLC Fax: _____
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: 975 Gold Road Self Storage, LLC E-Mail: brandon@droitco.com
 Address: 5260 Deerfield Road Eau Claire WI 54701 Phone: 815-342-3323
 Fax: _____

CONSULTANT INFORMATION:

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

* Staff Note: This application is for a major amendment to the PD and a CPA. Staff is handling the CPA administratively so the applicant is being charged for the PD Amendment and all advertising.



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

☒ APPLICANT ☐ OWNER ☐ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

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

REZONE (NON-PD)

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

REZONE (PD)

- ☐ PD REZONE \$2,000

- ☒ MAJOR AMENDMENT TO EXISTING PD \$1,250

- ☐ MINOR AMENDMENT TO EXISTING PD \$400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

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

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

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



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

- X 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)
- X DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER*)
- X PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)
- X **REZONES ONLY:** ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- X **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)
- X **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: _____


(Signature)

6/6/2023

(Date)

Brandon Adkins

(Print)

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

Attachment: Application (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

City of Holly Hill

June 20, 2023

Comprehensive Plan Amendment Statement

We propose the following changes to the existing, outdated PUD which is old and antiquated given all the changes in technology and construction in the self storage industry.

1. Facility development. We propose phasing the build out of the property as follows: As discussed in the pre-construction meeting, we are planning on phasing the construction of the storage buildings. Phase 1 will include 2-3 buildings and all of the site work including all of the asphalt, curb and gutter and concrete slabs for all future buildings. The remaining buildings will be built out as the existing buildings fill up with tenants.
2. Manager's Residence. We propose removing the managers residence from the PUD. We are not in need of a managers residence as listed on the original PUD. The technology we use gives us the ability to remotely manage the storage facility more efficiently.
3. Climate control. We propose the removal of the term "Climate Controlled" from the PUD. The storage buildings are designed with vapor barriers and condensation barriers. The buildings are also designed to maximize natural convective air flow through them to minimize any moisture issues. These improvements remove the need for traditional climate controls to mitigate moisture issues.

PREPARED 10/13/23, 9:03:57
CITY OF HOLLY HILL

PAYMENT DUE
PROGRAM BE **8.1.h**

APPLICATION NUMBER: 23-00001275 975 GOLF AVE
FEE DESCRIPTION AMOUNT DUE

REZONING - PUD AMENDMENT	1250.00
TOTAL DUE	1250.00

Please present this receipt to the cashier with full payment.

Attachment: Application (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

Zoning Table and Land Use Table

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Vacant Land	Low Density Residential	IPUD
North	County Residential	County Residential	County Residential
South	Vacant	Medium Density Residential and Parks and Open Space	R-8 and R-2
East	City Park and Residential	Low Density Residential and Parks and Open Space	R-2
West	County Residential	County Residential	County Residential



Via email: (mikeadams@mcconst.com)

Ref: 5945.01

TECHNICAL MEMORANDUM

To: Mike Adams, Mike Carter Construction, Inc.

From: Matthew West, AICP

Subject: Holly Hill Storage – Comprehensive Plan Amendment (CPA)
Holly Hill, FL

Date: April 20, 2023

INTRODUCTION

LTG, Inc. (LTG) has been retained by Mike Carter Construction, Inc. (the CLIENT) to conduct traffic engineering and transportation planning services on behalf of the proposed future land use change for Holly Hill Storage (the PROJECT). The proposed future land use Comprehensive Plan Amendment (CPA) will change the future land use designation of a 5.65-acre property from Low Medium Density Residential to General Retail Commercial. The CLIENT has agreed to limit trip generation of the development program on the site to an equivalent of 700 storage units/boat RV parking spaces, which equates to 128 daily trips, 8 AM peak hour trips, and 12 PM peak hour trips. The proposed CPA is accompanied by a related rezoning application which is addressed in a separate technical memorandum. The subject property is located north of 13th Street and east of Old Kings Road in Holly Hill, Florida (the CITY). Figure 1 shows the location of the property in relation to the surrounding roadway network.

The methodology and procedures used in this analysis are consistent with the guidelines for the CITY, the Florida Department of Economic Opportunity (FDEO), and the Florida Department of Transportation (FDOT).

TRIP GENERATION FOR THE EXISTING VS PROPOSED FLU DESIGNATION

The trip generation was determined using the Institute of Transportation Engineers (ITE) document, Trip Generation Manual, 11th Edition. The total daily, AM peak hour, and PM peak hour trips for the existing and proposed future land use (FLU) designations are shown in Table 1.

First, the existing future land use designation, Low Medium Residential (LMR), was examined. Based on LMR, the maximum allowable density is ten (10) dwelling units per acre which would yield a maximum of 56 multifamily dwelling units. Multifamily Mid-Rise (ITE Land Use Code (LUC) 221) was utilized as the highest trip-generating use. As indicated in Table 1, the existing FLU would generate 221 daily, 13 AM peak hour, and 22 PM peak hour trips.

Next, the proposed General Retail Commercial designation was examined using a proposed trip cap equivalent of 700 personal storage units. Mini-warehouse (ITE LUC 151) was utilized as the highest trip-generating use that would be permitted as found in ITE. As indicated in Table 1, this development program would generate 128 daily, 8 AM peak hour, and 12 PM peak hour trips.

Attachment: Traffic Analysis (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

TECHNICAL MEMORANDUM

Mike Adams
April 19, 2023
Page 2

Table 1
Existing and Proposed FLU Trip Generation
Holly Hill Storage – CPA

	Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Existing FLU	Daily	Multifamily Mid-Rise	221	$T = 4.77(X) - 46.46$	56	DU	50%	50%	110	111	221
	AM Peak Hour			$T = 0.44(X) - 11.61$			23%	77%	3	10	13
	PM Peak Hour			$T = 0.39(X) + 0.34$			61%	39%	13	9	22
	Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Proposed FLU	Daily	Mini-Warehouse	151	$T = 18.86(X) - 4.09$	7.00	Storage Units	50%	50%	64	64	128
	AM Peak Hour			$T = 1.21(X)$			51%	49%	4	4	8
	PM Peak Hour			$T = 1.68(X)$			50%	50%	6	6	12

TRIP GENERATION DIFFERENCE BETWEEN EXISTING & PROPOSED FLU DESIGNATION

The trip difference between the existing FLU and the proposed FLU designations is determined by subtracting trips generated by the proposed designation from the trips generated by the existing designation. The results displayed in Table 2 show a potential trip reduction if the comprehensive plan amendment is approved.

Table 2
Difference in Trip Generation
Holly Hill Storage – CPA

	Daily	AM Peak Hour	PM Peak Hour
Existing FLU	221	13	22
Proposed FLU	128	8	12
Decrease	93	5	10

CONCLUSION

The study was conducted to evaluate the potential impact the proposed CPA would have on area roadways. Based on this analysis, there would be a net decrease in potential trip generation. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

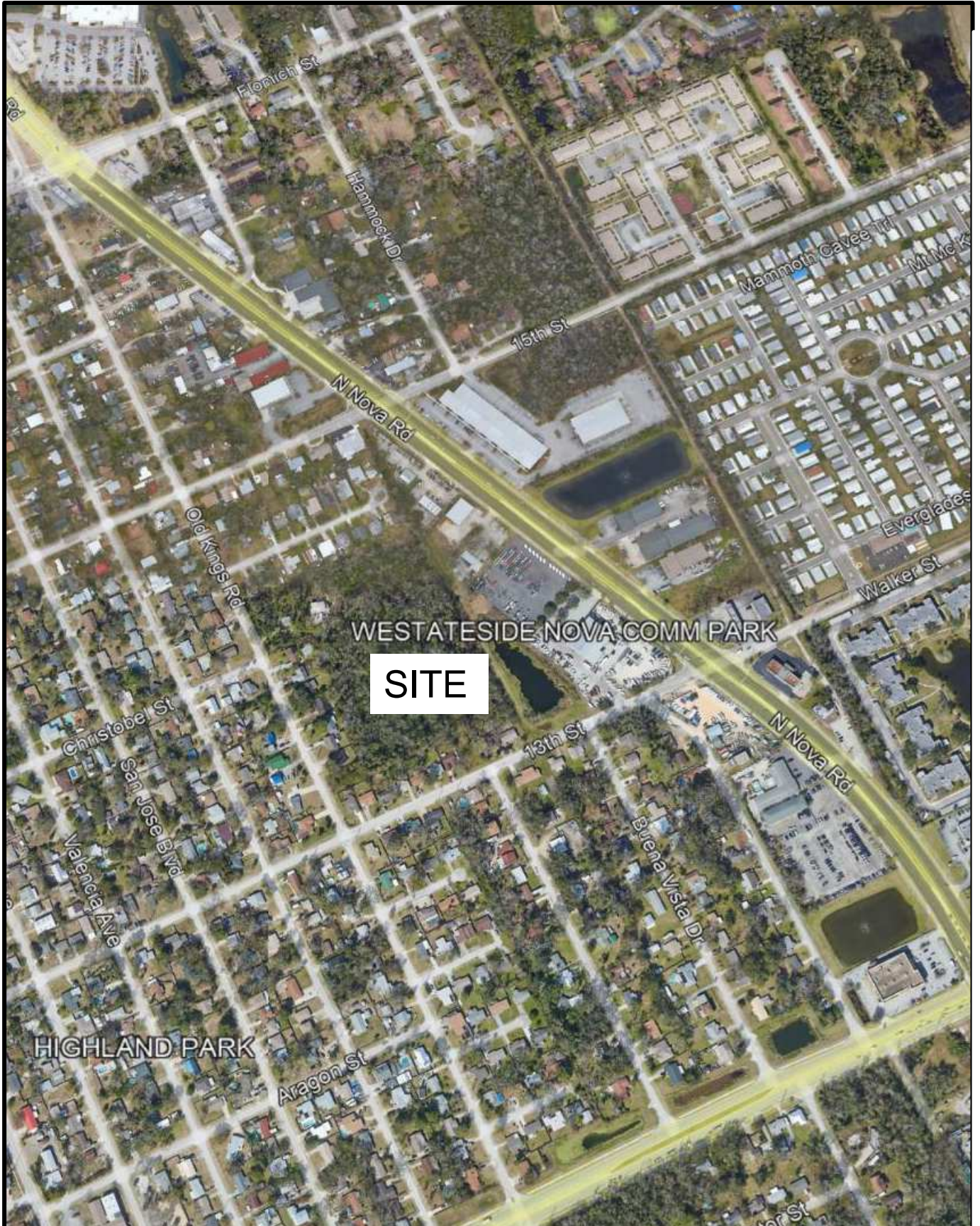
I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West

Signature: _____

Date: April 20, 2023

Attachment: Traffic Analysis (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)



Attachment: Traffic Analysis (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

Holly Hill Storage



NTS

Location Map

Project No.:5945.01

Figure: 1



LTG Engineering & Planning

1450 West Granada Blvd., Suite 2 – Daytona Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 FB# 0009227

City of Holly Hill

June 20, 2023

Comprehensive Plan Amendment Statement

We propose the following changes to the existing, outdated PUD which is old and antiquated given all the changes in technology and construction in the self storage industry.

1. Facility development. We propose phasing the build out of the property as follows: As discussed in the pre-construction meeting, we are planning on phasing the construction of the storage buildings. Phase 1 will include 2-3 buildings and all of the site work including all of the asphalt, curb and gutter and concrete slabs for all future buildings. The remaining buildings will be built out as the existing buildings fill up with tenants.
2. Manager's Residence. We propose removing the managers residence from the PUD. We are not in need of a managers residence as listed on the original PUD. The technology we use gives us the ability to remotely manage the storage facility more efficiently.
3. Climate control. We propose the removal of the term "Climate Controlled" from the PUD. The storage buildings are designed with vapor barriers and condensation barriers. The buildings are also designed to maximize natural convective air flow through them to minimize any moisture issues. These improvements remove the need for traditional climate controls to mitigate moisture issues.

ORDINANCE NO. 2779

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING ORDINANCE NO. 2352, THE LAND DEVELOPMENT REGULATIONS, BY REZONING APPROXIMATELY 5 ACRES, LOCATED ON THE SOUTH SIDE OF GOLF AVENUE NEAR ITS INTERSECTION WITH FIESTA CIRCLE, AMENDING THE IPUD, INDUSTRIAL PLANNED UNIT DEVELOPMENT DISTRICT; APPROVING AN AMENDED MASTER DEVELOPMENT PLAN AND INCORPORATING IT INTO THIS ORDINANCE FOR THE PURPOSE OF REGULATING THE USE AND DEVELOPMENT OF THE PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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 Ordinance No. 2352, the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the owner of the property described herein has requested that the existing Industrial Planned Unit Development (IPUD) and master development plan with the City be amended providing for the use and development of the property in a manner that accommodates a mini-storage warehouse facility and ensuring reasonable compatibility with nearby residential uses; and

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

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended by changing the development agreement of the IPUD, Industrial Planned Unit Development District for the property shown on the attached Exhibit A and described here below:

LEGAL DESCRIPTION:

Tax Parcel Number 4242-04-21-0100

Lot 10 excluding the north 10 feet in street, Block 21, Fleming Fitch Grant per OR 4596, PGS 4429-4430. Containing 5 acres, more or less.

SECTION 2. The Written Development Agreement and Preliminary Site Development Plan as amended, attached hereto as Exhibits B and C and collectively referred to as the Master Development Plan, are hereby approved and incorporated herein. Further, the Master Development Plan shall govern the use and development of the above-described property as prescribed therein. The Mayor is hereby authorized to sign the Written Development Agreement and the Preliminary Site Development Plan as evidence of the Commission's approval.

SECTION 3. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. That all laws or parts of laws in conflict herewith are hereby repealed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 11th day of July, 2006.

It was moved by Commissioner Penny and seconded by Commissioner Blais that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	Yes
Commissioner Traci A. Anderson	Yes

The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 25th day of July, 2006.

It was moved by Commissioner Penny and seconded by Commissioner Blais that said Ordinance be adopted. A roll call vote of the Commission held on said motion to adopt the Ordinance resulted as follows:

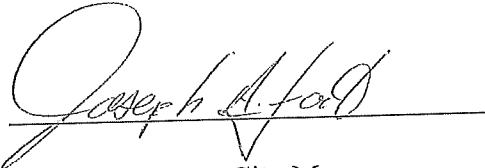
Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	Yes
Commissioner Traci A. Anderson	Yes

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 25th day of July, 2006, for the purpose of authenticity as is required by law.

City of Holly Hill, Florida

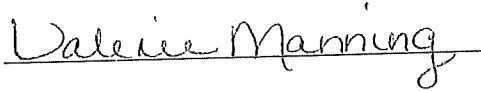


Roland D. Via, Mayor



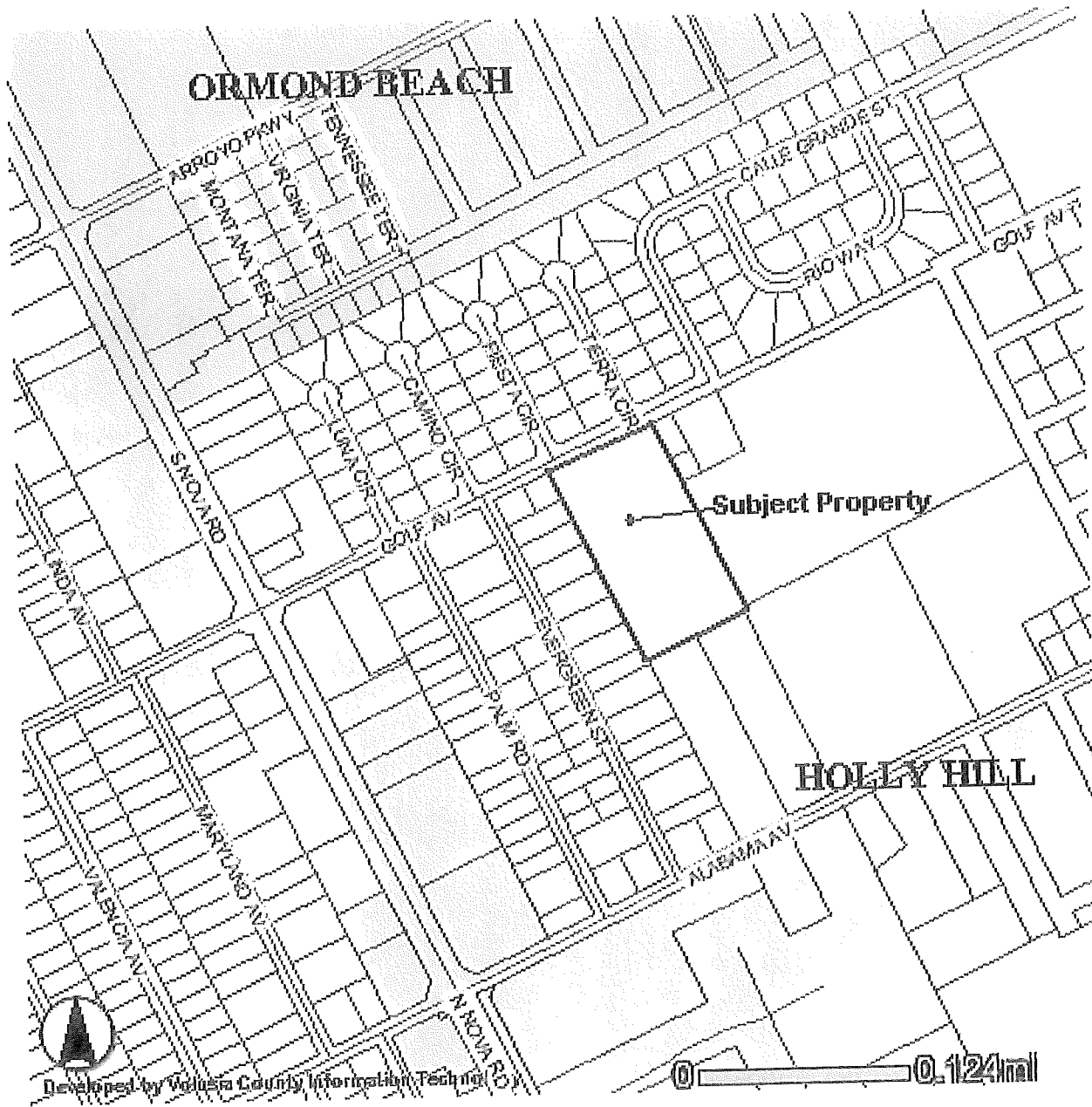
Joseph A. Forte, City Manager

Attest:



Valerie Manning, City Clerk

EXHIBIT A – Ordinance No. 2779
VICINITY MAP – Plaza Grande, LLC INDUSTRIAL PUD



Attachment: Current PD Agreement (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

EXHIBIT B – Ordinance No. 2779
Plaza Grande, LLC INDUSTRIAL PUD
WRITTEN DEVELOPMENT AGREEMENT (AMENDED)

(attach here)

Attachment: Current PD Agreement (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

EXHIBIT C – Ordinance No. 2779
Plaza Grande, LLC INDUSTRIAL PUD
PRELIMINARY SITE DEVELOPMENT PLAN

(attach here)

Attachment: Current PD Agreement (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)

PUD DEVELOPMENT AGREEMENT AMENDMENT
PLAZA GRANDE, LLC
INDUSTRIAL PLANNED UNIT DEVELOPMENT

SECTION 1.

The application of Plaza Grande, LLC, hereinafter, "Applicant", to amend the existing PUD was heard by and before the City Commission of the City of Holly Hill, Florida, on July 25, 2006. Based upon the application and other supporting documents, maps, charts, overlays, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced and evidence received at the Public Hearing on this Application by the Board of Planning and Appeals on June 5, 2006, and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

- A. That the application of Plaza Grande, LLC was duly and properly filed on May 15, 2006, as required by law.
- B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid or have been waived by the City Commission.
- C. That the Applicant is the Owner of a five (5) acre parcel of land which is situated within the corporate boundary of the City of Holly Hill. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".
- D. That the Applicant has held a pre-application meeting as required by the Holly Hill Ordinance No. 2573.
- E. That the Applicant has complied with the "due public notice" requirements of the Holly Hill Code of Ordinances.
- F. That the owner of the property, Plaza Grande, LLC, agrees with the provisions of this Development Agreement and the attached Preliminary Plan which, together, comprise the Master Development Plan for this "PLAZA GRANDE, LLC, IPUD".

SECTION 2. FINDINGS REGARDING REZONING

Whereas, the applicant has applied for an amendment to the Industrial PUD, and

Whereas, said amendment of the Industrial PUD is consistent with the purpose and intent of Ordinance 2352, the Land Use And Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

Now, therefore, be it agreed to by the City Commission of the City of Holly Hill, Florida, in open public meeting duly assembled in the commission chambers, Holly Hill City Hall, Holly Hill, Florida, this 25th day of July, 2006, A.D., as follows:

- A. That the Application of Plaza Grande, LLC. for amending of the PUD of the subject parcel shall be granted.
- B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto shall be amended.
- C. That the Official Zoning Map of the City of Holly Hill shall be amended to show the rezoning of said property PLAZA GRANDE, LLC. IPUD.
- D. That Ordinance 2352, the Land Use and Development Regulations, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this PUD Development Agreement and with respect to any conflict between Ordinance 2352, as amended, and the Development Agreement, the provisions of the Development Agreement shall govern. Ordinance 2352, the Land Use and Development Regulations, as amended, shall govern with respect to any matter not covered by the Development Agreement. The Holly Hill Development Code Administrator will ensure overall compliance with this PUD Development Agreement.
- E. Unless otherwise provided for herein, Article III, Supplementary Regulations of Chapter 114, Sub-part B, Holly Hill Code of Ordinances, shall apply to this IPUD in the same manner as any I-1 zoning district.
- F. Nothing in this PUD Development Agreement shall abridge the requirements of any Ordinance of the City of Holly Hill other than Ordinance 2352, the Land Use and Development Regulations, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Regulations, Sub-part B, Holly Hill Code of Ordinances, as amended.

SECTION 3. DEVELOPMENT AGREEMENT

- A. **Development Concept.** This property was annexed by the City as an existing, non-conforming automobile dismantling and salvage yard. That use shall be not be allowed to continue, to grow, and to evolve as may be necessary to respond to changing market conditions, subject to the limitations set out in the Master Development Plan. Recognizing that the surrounding area is generally residential in character and that an automobile dismantling and salvage yard may is not be compatible with this residential character, the use and development of this property will be limited to self storage with a manager's residence, which would . ~~As necessary to minimize adverse impacts to nearby residents, both existing and future.~~
- B. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Plan prepared by Zahn Engineering, Inc. May 26, 2006, and this Development Agreement.
- C. The Preliminary Plan is hereby approved and incorporated into the Master Development Plan by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill.

- D. Amendments.** All amendments of the Master Development Plan, other than those deemed by the Development Code Administrator to be minor amendments as set out in s. 5.6.21, G, 4, as amended by Ordinance 2573, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel.
- E. Subdivision Approval.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- F. Final Site Plan Approval.** After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by Article III, Ordinance 2352, the Land Use and Development Regulations, as amended.
- G. Unified Ownership.** The Applicant and his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Development Order.
- H. Phases of Development.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. Land Uses Permitted Within the PUD.** The specific land uses permitted within this IPUD shall be limited to those customarily associated with automobile dismantling and salvage operations, including:

1. Self storage units
2. Managers residence
3. Managers office
4. any use customarily associated with and incidental to a permitted use
 1. ~~storage and dismantling of automobiles and light trucks (not exceeding 1-ton rated capacity);~~
 2. ~~repair of automobiles and light trucks including body repair and painting;~~
 3. ~~retail and wholesale sale and distribution of salvaged automobile and light truck parts;~~
 4. ~~sale of used automobiles and light trucks as an accessory and incidental use, provided not more than 5 automobiles and light trucks shall be offered for sale at any time; and~~
 5. ~~any use customarily associated with and incidental to a permitted use.~~

The development of the parcel shall be consistent with the permitted uses prescribed above.

B. Use Standards.

1. ~~Dismantled automobiles shall not be stacked on top of each other to a height which will make them visible by pedestrians or occupants of automobiles from the abutting street right-of-way;~~
2. ~~Cars awaiting processing shall not be parked on the public right-of-way;~~

~~3. A clear aisle at least three (3) feet shall be maintained between the perimeter fence and the stored automobiles with cross aisles at least four (4) feet in width each seventy-five (75) feet of interior dimension exclusive of the three-foot perimeter aisle;~~

~~4. No open burning shall be permitted during the salvage process. This restriction does not apply to the use of welding and cutting equipment;~~

~~5. Retail sales of used parts conducted in conjunction with a salvage operation shall be so classified and off-street parking for customers shall be provided;~~

1. Self storage facilities are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial users. Access will through the interior, no external access is provided. Each user shall have direct access to his rented space during all hours of operation. All storage spaces are air-conditioned. For each cubicle, no utility service, other than lighting and one (1) electrical outlet shall be permitted. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provision of direct access to a secured storage space by the renter.
2. Self storage facilities shall be limited to storage use only. No business activities, such as sales or service, shall be conducted on the premises. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. At least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. No business activity may be conducted in any storage unit. No sales, including "garage sales", shall be conducted on the premises. No servicing, repair, sales, exchange, or distribution of any goods, materials, equipment or vehicles shall be conducted on the premises. No stock in trade for any business shall be stored on the premises. The operation of a self storage facility shall in no way be deemed to include a transfer and storage business where the use of a vehicle is part of such business
3. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.
4. On-Site Circulation and Driveway Widths
 - a. All driveways shall be a minimum of twenty feet (20') in width.
 - c. Traffic direction shall be designated by signing and/or painting on driveway surfaces.
 - d. Access to storage cubicles shall only be provided from the interior of the site.

5. Hours of Operation - Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.
6. The traffic impact of the storage facility shall be less than the traffic generated if the property is developed at the highest allowable residential zoning density per gross acre.
7. All structures shall be designed to be aesthetically compatible with adjacent residential areas. The entire premises shall be maintained in a clean, safe and sanitary condition.

C. Development Standards. Development of the subject site will comply with the following dimensional requirements:

1. Required Yards:
 - a. Front yard - ~~15~~ 35 feet
 - b. Rear yard - 15 feet
 - c. Side yard - 15 feet
 2. Project Perimeter Setback: ~~All perimeter buildings and stationary machinery shall be a minimum of 35 feet from any abutting residentially zoned property and a minimum of 15 feet from any abutting non-residentially zoned property or right-of-way. Vehicles stored on the property shall be located a minimum of 35 feet from any abutting residentially zoned property and a minimum of 15 feet from any abutting non-residentially zoned property or right-of-way.~~
 3. Maximum Building Height: No building shall exceed a height of 35 feet.
 4. Minimum Floor Area: ~~Any and all applicable provisions of the City's Code of Ordinances shall be met. The ratio of floor area of all buildings to the project area shall not exceed 0.30 (13,068 square feet of building area per acre of project area).~~
- D. Off Street Parking and Loading Facilities.** Off-street parking and loading facilities shall be provided in accordance with Chapter 90, Article III, Division 6 (Off-Street Parking and Loading Facilities), Holly Hill Code.
- E. Signage.** Project signage shall comply with Chapter 110 (Signs), Holly Hill Code.
- F. Open Space/Common Area.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- G. Landscaping, Buffers, and Screens.** ~~Vehicle storage and dismantling areas shall fully enclosed and hidden from view by a 6' high solid fence or wall. Waiver of required masonry wall visual screen is granted upon the following conditions - if a six foot chain link perimeter fence is installed, it shall be vinyl coated and colored green or black; additional landscaping to be provided over and above the landscaping requirements in Chapter 98 pending site plan review of landscaping plans; and the rear elevations of the~~

buildings are to be faced with stucco and painted or similarly treated to be aesthetically pleasing as determined at site plan review. All other landscaping and buffers shall comply with Chapter 98 (Landscaping and Buffering), Holly Hill Code.

- H. **Sidewalks.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. **Environmental Considerations.** The provisions of this Master Development Plan shall not be construed as a waiver or variance from any applicable federal, state, or local environmental regulations.
- J. **Sewage Disposal and Potable Water.** All new development shall be served by municipal water and sewer services.
- K. **Stormwater Management.** Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.
- L. **Access and Transportation System Improvements.** The project shall be in substantial accordance with the following access and transportation system improvements:
 - 1. **Access:** Access shall be permitted only from Golf Avenue.
 - 2. **Transportation System Improvements.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 3. **Traffic Impact Analysis:** Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 4. **Internal Roadways.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- M. **Building or Property Owners Association.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- N. **Binding Effect of Plans; Recording; and Effective Date.** The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement, and all approved plans shall run with the land and shall be administered in a manner consistent with Sub-part B, Land Development Regulations, Holly Hill Code of Ordinances, as amended.

This PUD Development Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court and recorded within forty-five (45) days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute

the effective date of the PUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

- O. **Conceptual Approval.** The parties hereto acknowledge and agree that reductions in density and/or intensity may occur, and that minor changes to the Preliminary Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and locations and design of stormwater storage, landscape buffers may result. Any such changes to the Preliminary Plan may be approved by the Development Code Administrator if he determines that said changes are consistent with the purpose and intent of the Master Development Plan and do not violate any terms of the Development Agreement and any applicable provision of the Holly Hill Code of Ordinances.

The Applicant agrees to revise and record the Revised Preliminary Plan, which reflects any such changes with the Clerk of the Court immediately following approval by the Development Code Administrator. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record assigned to the document, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute the effective date of the Revised Preliminary Plan.

The parties further acknowledge and agree that construction or placement of any new building not shown on the approved Preliminary Plan shall not be considered a minor change, and shall not be permitted except by approval of an amendment to the Preliminary Plan in the manner set out in Section 3, Paragraph D of this Written Development Agreement.

WHEREFORE, the undersigned parties, as the duly authorized representatives of the City Commission of the City of Holly Hill, Florida, and the property owner, do hereby agree to the aforesaid terms and conditions this 25th day of July, 2006.

ATTEST:

Valerie Manning
Valerie Manning, City Clerk

HOLLY HILL CITY COMMISSION

ROLAND VIA

Roland Via, Mayor

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of July, 2006, by Valerie Manning and Roland Via, as City Clerk and Mayor, City of Holly Hill, respectively, on behalf of the City of Holly Hill, and who are personally known to me.

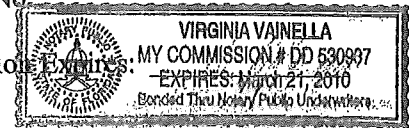
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

VIRGINIA VAINELLA

Commission No.:

My Commission Expires:



WITNESSES:

marco m. paduelovich

Steve W. Tyler

Applicant's Name, Title & Corporation

Plaza Grande LLC
Managing Member

Applicant's Name, Title & Corporation

Owner of Property (if other than Applicant)

The foregoing instrument was acknowledged before me this 27 day of July, 2006, by (name). Steve Tyler

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

VIRGINIA VAINELLA

Commission No.:

My Commission Expires:

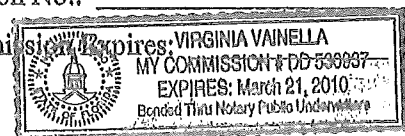


EXHIBIT "A"**SURVEY AND LEGAL DESCRIPTION****Plaza Grande, LLC. Industrial Planned Unit Development****LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 3866 PG
2599 (4242-04-21-0100)****Attachment: Current PD Agreement (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)**

EXHIBIT "B"
PRELIMINARY PLAN

(Attach preliminary plan here.)

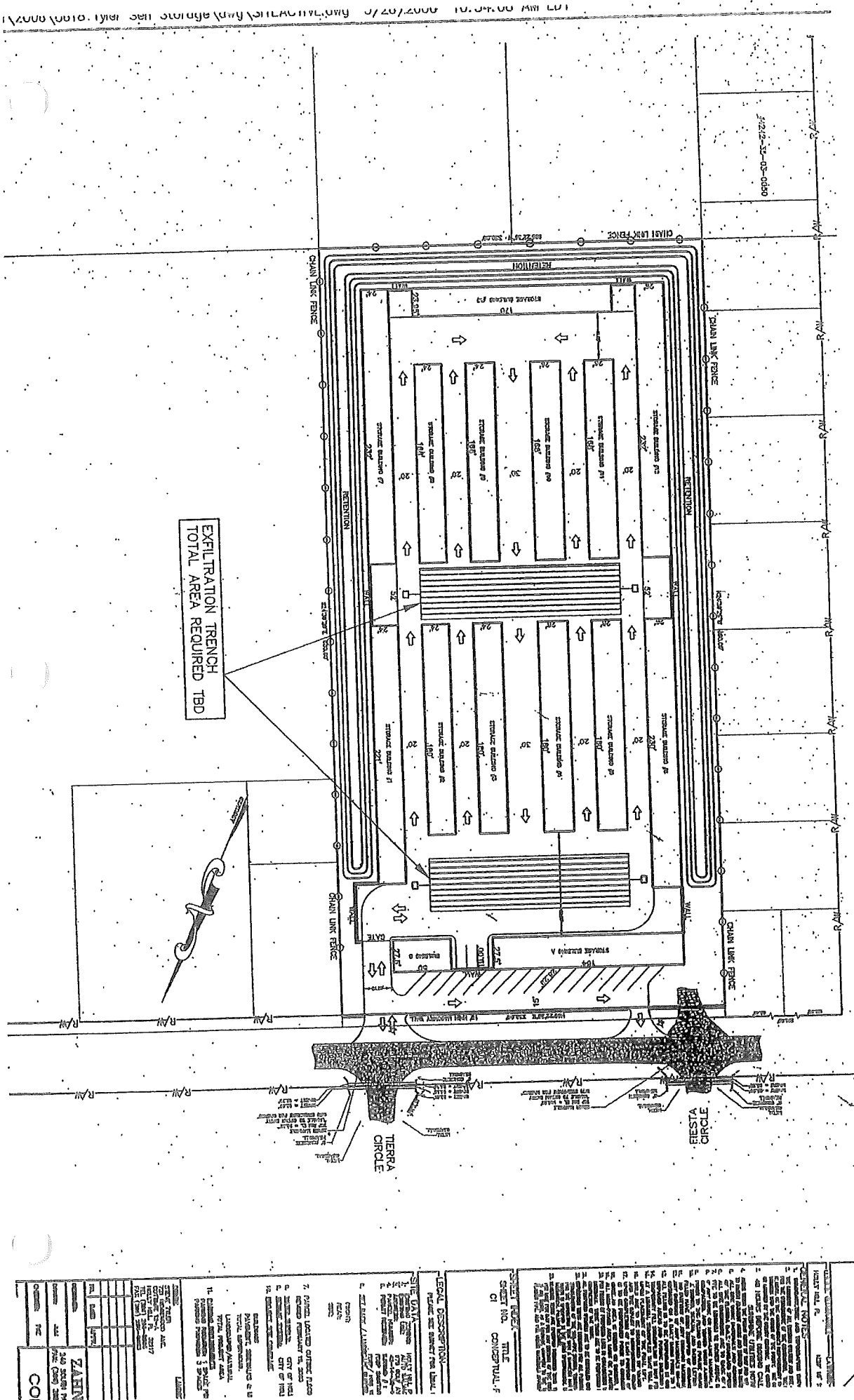
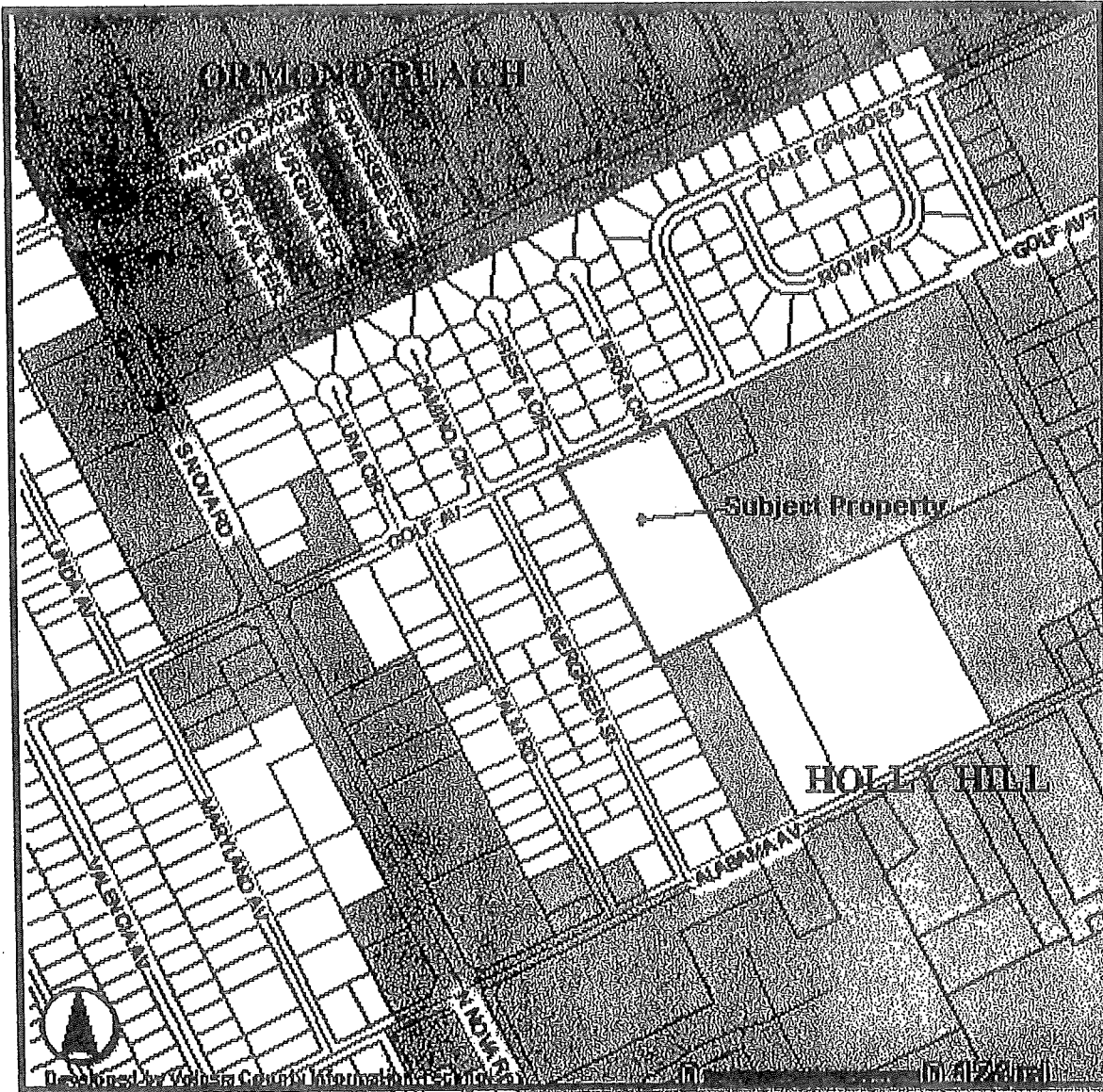


EXHIBIT "C"

LOCATION MAP



Attachment: Current PD Agreement (4294 : 975 Golf Avenue - CPA and IPUD Major Amendment)



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

**Board of Planning and Appeals
Ordinance**

MEETING DATE: January 8, 2024
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill Florida, Amending, the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Attachment a from R-6 (Low Density Multifamily Residential District) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 4368)
APPLICANT: Brian Walker
PLANNER:

Introduction

Consider an Ordinance enacting a Rezone from R-6 (Low Density Multifamily Residential District) to Residential Planned Unit Development (RPUD) for approximately 9.4 acres located on the northeast corner of the intersection of 10th and Vine Streets and more specifically known as 1088 10th Street; (RZ-2024-01) (Cobb Cole, Applicant).

Background

In January of 2021, the City Commission voted to approve the annexation of 1088 10th Street into the City of Holly Hill. The zoning and land use were also changed from UMI (Urban Medium Intensity) (Volusia County) to MDR (Medium Density Residential) (Holly Hill) and R-5 (Urban Single-Family Residential) (Volusia County) to R-6 (Low Density Multifamily Residential District) (Holly Hill).

Except for a 1,608 square foot residential structure built in 1958, the property has remained undeveloped. The applicant has recently submitted a plan to develop the property with a 3 story - 70-unit multi-family apartment building. At a proposed density of 10.41 du per net acre, the proposed project meets the requirements of the medium density residential future land use. The project proposes 1, 2, and 3-bedroom units. However, the 1 and 2-bedroom units do not meet the minimum floor size requirement of 900 square feet as required by the R-6 zoning district. The 1 and two-bedroom units will be 616 and 877 square feet respectively. For this reason, the applicant is requesting a rezone from R-6 to RPUD.

Project Information

Size of Property: The property is 9.417 Acres +/-

Legal Description: Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also, being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)

Parcel Identification Number: 4244-01-04-0080 per Property Appraiser. (Exhibit A)

General Location: The property is generally located on the northeast corner of the intersection of 10th and Vine Streets and is more specifically known as 1088 10th Street. (Exhibit B)

Frontage: The property has approximately 650 feet of frontage along 10th Street and 650 feet of frontage along Vine Street. Only about 250 feet of Vine Street along the property's frontage, is cut and open for traffic.

Access: Street and vehicular access will be provided via public and/or private rights-of-way (ROW).

Aerial Photography: (Exhibit C)

Existing Development: The property is currently developed with a single-family home.

FLU and Zoning Designations: The current FLU designation is MDR (Medium Density Residential). Current Zoning is R-6 (Low Density Multifamily Residential District). The proposed zoning is RPUD. (Exhibit D)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, there are no floodplains on the subject property.

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are wetlands on the subject property. (Exhibit E)

Buffers: Upon development, landscaped buffers along property lines that will be required.

Wellfield Protection Zones: Parcel is not within a Wellfield Protection Zone.

Environmental: Most of the property is within the Gopher Tortoise Overlay.

Zoning and Land Uses

To see the zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled “**Zoning and FLU Table.**”

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request. In the attached Exhibit F, the applicant has provided their analysis of each criteria and stated how they feel it is meet. Staff has no objections to the applicant’s analysis.

Consistency with the Comprehensive Plan and Land Development Regulations

The rezoning request is consistent with the goals, objectives and policies of the City’s Comprehensive Plan and Land Development Regulations.

Staff Recommendation

Adopt the proposed Ordinance enacting a Rezone from R-6 (Low Density Multifamily Residential District) to Residential Planned Unit Development (RPUD) with the associated Development Agreement and Preliminary Plan for approximately 9.4 acres located on the northeast corner of the intersection of 10th and Vine Streets and more specifically known as 1088 10th Street.

ATTACHMENTS:

- Apartment Elevations (PDF)
- Survey (PDF)
- Application-HFH Fox Pointe (PDF)
- Legal Description (PDF)
- Exhibit A (PDF)
- Exhibit B - General Location (PDF)
- Exhibit C - Aerial (PDF)
- Exhibit D - FLU and Zoning (PDF)
- Exhibit E - Wetland Map (PDF)
- Exhibit F (PDF)
- Zoning and FLU Table (PDF)
- Preliminary Development Plan 12-6-23 (PDF)

Ordinance No. (ID # 4368)

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING, THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT A FROM R-6 (LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING, THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT A FROM R-6 (LOW DENSITY MULTIFAMILY RESIDENTIAL 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 City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

WHEREAS, the City Commission has determined that the proposed amendment

to the Land Development Regulations is consistent with its adopted comprehensive plan,

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment A as RPUD (Residential Planned Unit Development).

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of the City of Holly Hill and Development Agreement attached as Exhibit B.

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

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

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

ATTACHMENT A

Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida.

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also, being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)

ATTACHMENT B

Exhibit B to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Fox Point Multifamily Residential Planned Unit Development (RPUD) located along Vine Street and 10th Streets in Holly Hill, Florida (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ____ day of _____, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Laura and Adolph Balboa (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of PO Box 250951, Holly Hill, FL 32117.

W I T N E S S E T H

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

WHEREAS, the 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. Multifamily dwellings.

B. Prohibited principal uses, if any:

1. Unless a use is specifically stated as permitted, it is prohibited.

C. Subject Property Size: Approximately 9.46 acres

D. Proposed density (in number of dwelling units per acre): 10.5 units per net acre (70 units)

E. Impervious surface is not to exceed 50% of the gross square footage for the Subject Property, as illustrated on Exhibit B.

F. Minimum general open space shall be 30% of the Subject Property, as illustrated on Exhibit B, with 15% common open space. Total minimum open space required, including general and common is 40%.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and described herein. Minimum perimeter landscape buffers as follows:

1. North: 10 feet with Type A or B Visual Screen
2. South: 15 feet

3. West: 5 feet
4. East: 10 feet

H. Minimum unit sizes: 1 BR - 616 sq. ft., 2 BR - 877 sq. ft., 3 BR - 1,064 square feet.

I. Maximum building length: 425 ft.

J. Minimum lot width (in feet): 650 ft.

K. Minimum yard setbacks:

1. North: 35 feet.
2. South: 25 feet
3. East: 15 feet
4. West: 25 feet

L. Maximum building height (in feet): 37'

M. Minimum upland buffer: 25 feet

N. Minimum building separation: 10 ft.

O. Minimum parking standards are as shown and stated on the Preliminary Plan.

P. The project shall consist of 1 phase.

Q. 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.

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.
- U. The development criteria set forth in this Section 5 shall apply to configuration of the Property in its current configuration. In the event that additional right-of-way is needed for dedication to Volusia County, such dedication shall not impact the development footprint for the Property, which shall be measured from the existing site boundaries.

6. 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.

7. Site Plan/Plat Approval. The Master Development Plan, is the Preliminary Plan and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the 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.

8. 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.

9. **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.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the 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 (16)** of this Agreement.

11. **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.

12. **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 HOA or POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The 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.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the 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.

14. **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.

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

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

OWNER/DEVELOPER'S REPRESENTATIVES:

With Copy To: Cobb Cole Law Firm

Attn: Jessica Gow

149 S. Ridgewood Avenue, Ste. 700

Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

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.

17. **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.

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

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

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

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

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

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

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

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful

performance of the duties and obligations contained in this Agreement. The 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.

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

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

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

IN WITNESS WHEREOF, the 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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this ____ day of _____, 2024, 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 Avenue

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 _____, 2024, 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 - Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)

Exhibit B**Preliminary Development Plan**



FOX POINT APARTMENTS - FRONT ELEVATION

©2023 F K ARCHITECTURE



FOX POINT APARTMENTS - LEFT ELEVATION

©2023 F K ARCHITECTURE

Attachment: Apartment Elevations (4368 : 1088 10Th Street - RPUD Rezone)



FOX POINT APARTMENTS -REAR ELEVATION

©2023 F K ARCHITECTURE



FOX POINT APARTMENTS - RIGHT ELEVATION

©2023 F K ARCHITECTURE

Attachment: Apartment Elevations (4368 : 1088 10Th Street - RPUD Rezone)

LEGAL DESCRIPTION - Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida.

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Also being described as:

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LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.418 ± acres)

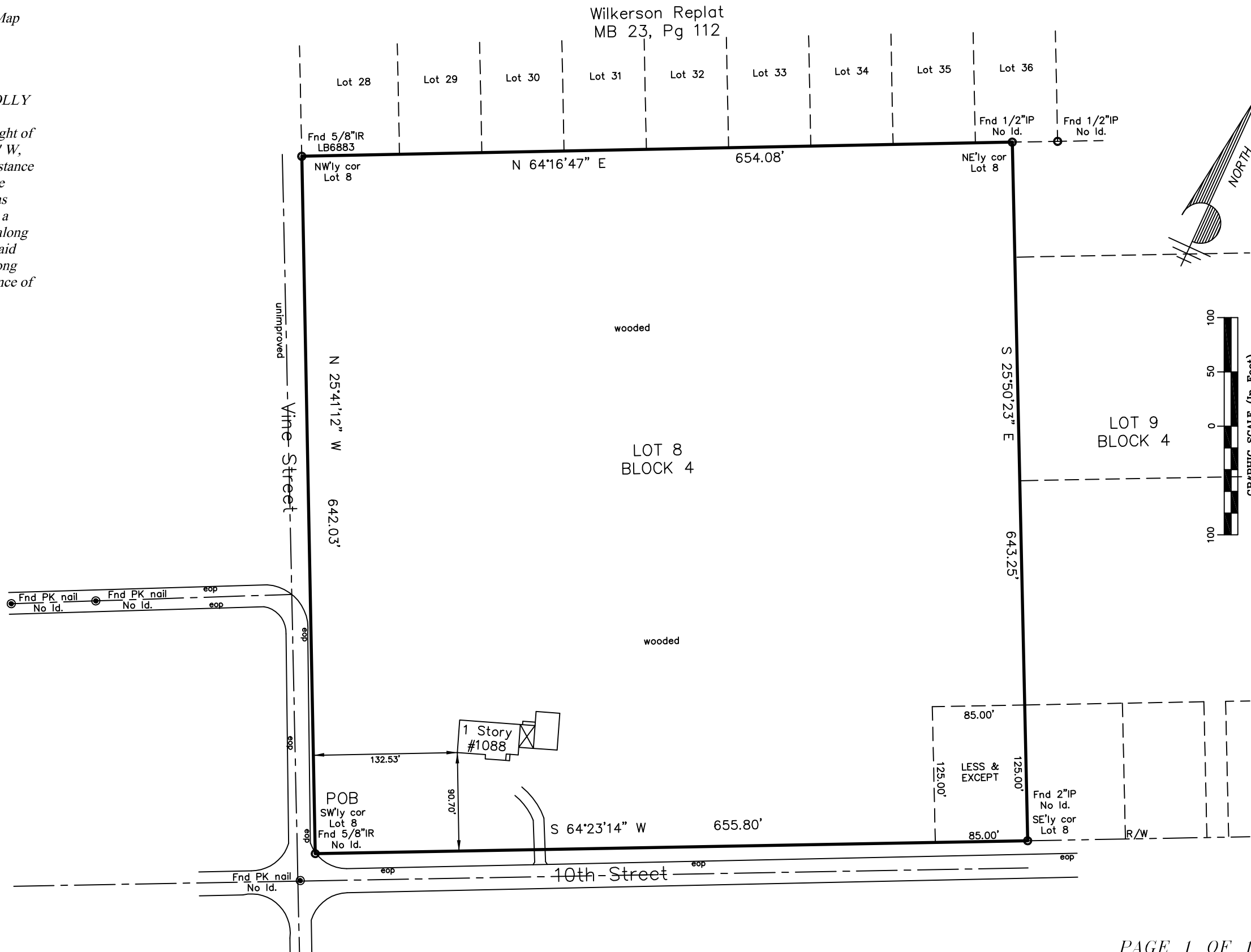
GENERAL NOTES:

1) North and the bearings shown hereon are assumed and referenced to the North Right of Way of 10th Street, as being S 64°23'14" W.

2) This survey was performed without the benefit of a Title Commitment.

3) *Underground features, such as, improvements, foundations or utilities, if existent, were not located as a part of this survey, unless noted otherwise.*

4) Subject property lies within Flood Zone "X", "Areas determined to be outside the 0.2% Annual Chance Floodplain", Per Community Panel 12127 C 0356 J, effective date of September 29, 2017.



PAGE 1 OF 1

LAST DATE OF FIELD WORK 10/10/2020

Leon Hampton, PSM
Land Survey and Consulting
www.Lhpsm.net



Leon Hampton, PSM
203 SHERIDAN AVENUE
LONGWOOD, FLORIDA 32750
Phone: (321) 231-4874
Leon@Lhpsm.net

BOUNDARY SURVEY

Lot 8, Block 4, Mason and Carswells Holly Hill,
Map Book 2, Page 90, Volusia County, Florida
1088 10th Street
DAYTONA BEACH, FLORIDA 32117

I CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 17S-17.05, F.L.A.C. ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STATE OF FLORIDA
LEON L. HAMPTON, Registrar
11/02/2020
STATE OF FLORIDA
LAND SURVEYOR & MAPPER NO. 5910

THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER

REVISIONS

PROJECT NO:

2 Packet Pg. 112



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

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

PROJECT INFORMATION:

PROJECT NAME: Fox Point Multifamily PUD
 PARCEL ID #(S): 4244-01-04-0080
 LOCATION: 1088 10th St. Holly Hill FL 32117
 EXISTING USE(S): Low Medium Density Single Family Residential
 PROPOSED USE(S): PUD
 TOTAL ACREAGE: 9.42 +/- Acres
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: R-6 PROPOSED ZONING: R-6
 CURRENT FUTURE LAND USE: Medium Density Residential PROPOSED FUTURE LAND USE: Medium Density Residential

APPLICANT INFORMATION:

Name: Robert A. Merrell III, Esq. E-Mail: Rob.merrell@cobbcole.com
 Address: 149 S. Ridgewood Ave. Suite 700, Datyona Beach, FL 32114 Phone: 386-323-9263
 Company: Cobb Cole Fax: _____
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Adolph & Laura Jean Balboa E-Mail: _____
 Address: 1088 10th St. Holly Hill FL 32117 Phone: _____
 Fax: _____

CONSULTANT INFORMATION:

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

Attachment: Application-HFH Fox Pointe (4368 : 1088 10Th Street - RPUD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

 X APPLICANT OWNER CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

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

REZONE (NON-PD)

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

REZONE (PD)

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

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

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

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

Attachment: Application-HFH Fox Pointe (4368 : 1088 10Th Street - RPUD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

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

Applicant's Signature: _____

JG

(Signature)

10/5/23

(Date)

Jessica Gow

(Print)

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

Attachment: Application-HFH Fox Pointe (4368 : 1088 10Th Street - RPUD Rezone)

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Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)

Attachment: Legal Description (4368 : 1088 10Th Street - RPUD Rezone)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3218361
BALBOA ADOLPH

Parcel ID: 424401040080
1088 10TH ST, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3218361
Parcel ID:	424401040080
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 04 - 0080
Owner(s):	BALBOA ADOLPH - TE - Tenancy in the Entirety - 100% BALBOA LAURA-JEAN - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	PO BOX 250951 HOLLY HILL FL 32125
Physical Address:	1088 10TH ST, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	2716
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit A (4368 : 1088 10Th Street - RPUD Rezone)

General Location Map

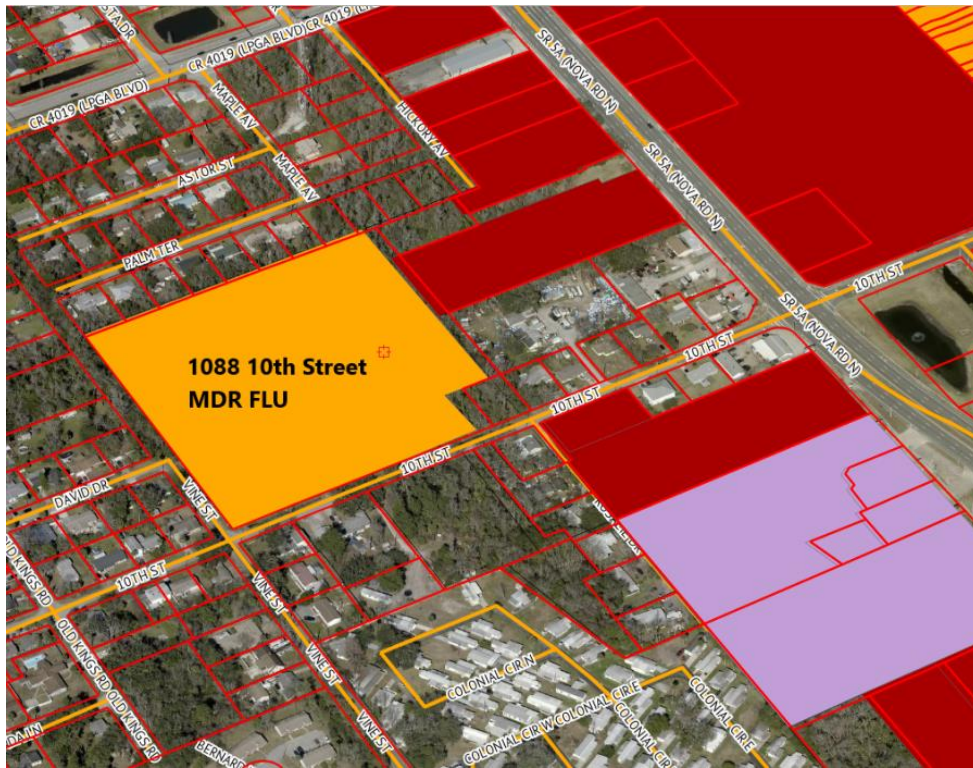


Aerial Map

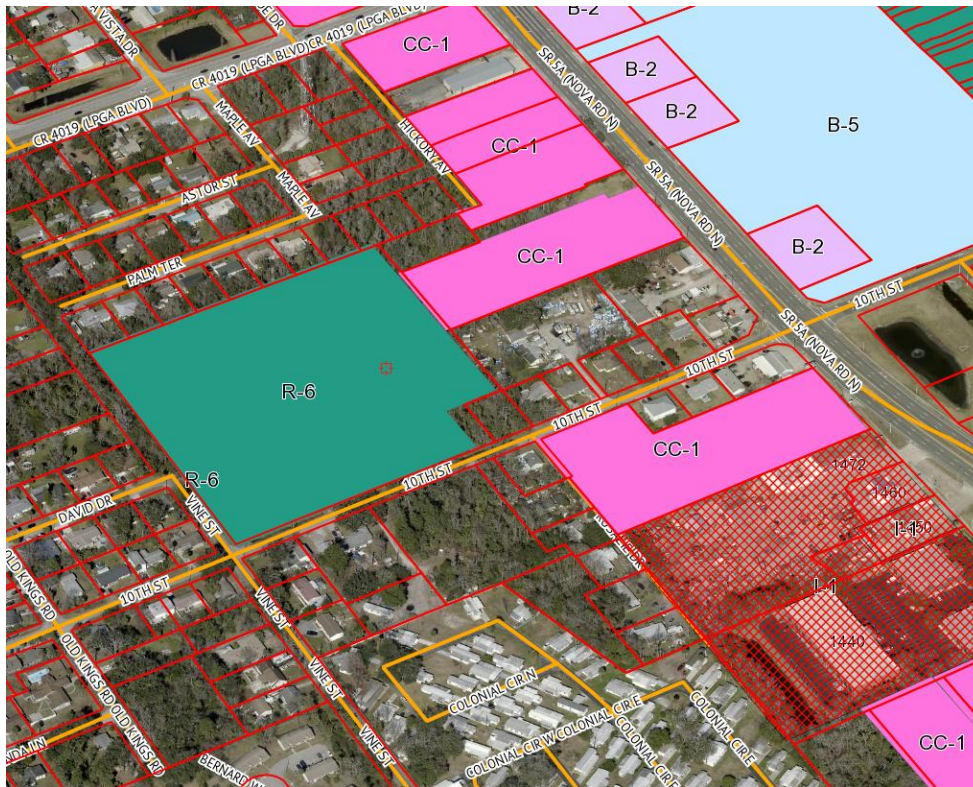


Attachment: Exhibit C - Aerial (4368 : 1088 10Th Street - RPUD Rezone)

MDR FLU



Current R-6 Zoning – Proposing RPUD Zoning



Wetland Map



Attachment: Exhibit E - Wetland Map (4368 : 1088 10th Street - RPUD Rezoning)

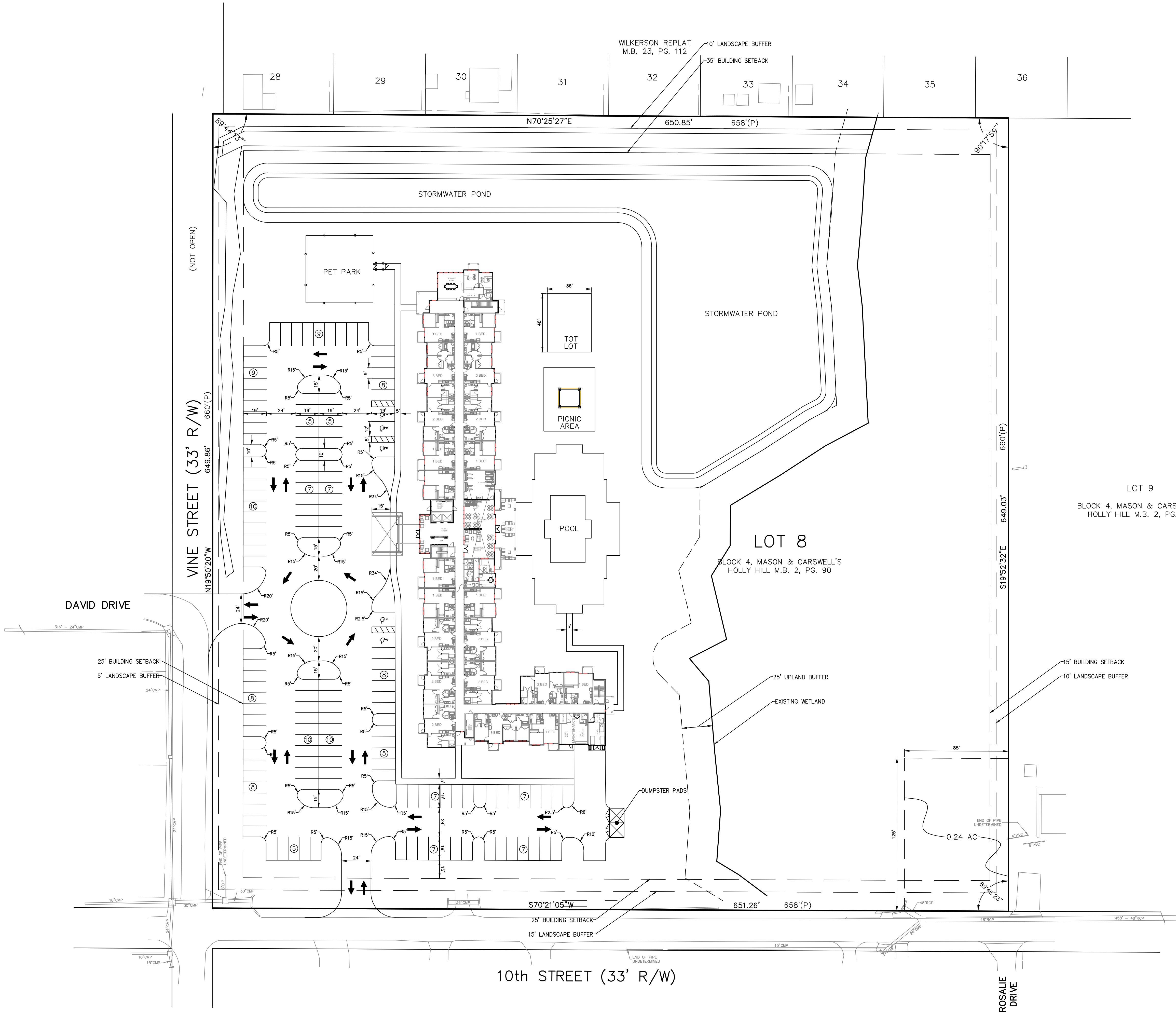
The Owner is requesting the rezoning to develop the subject property for multiple family residential uses. In support of this request, below is a review of the rezoning review standards set forth by the City of Holly Hill:

1. Is it consistent with all adopted elements of the comprehensive plan?
 - a. **Response: Yes, the proposed rezoning is consistent with the comprehensive plan as applied to the site, and will allow multifamily development at a density and configuration that is appropriate for the site. The Medium Density Future Land Use on the site allows for density between 6 and 20 units/acre.**
2. What is its impact upon the environment or natural resources?
 - a. **Response: The proposed development will follow City regulations regarding review and permitting of environmental and natural resource areas.**
3. What is its impact upon the economy of any affected area?
 - a. **Response: The proposed development will provide for new construction that will result in an increased value associated with the real property.**
4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems?
 - a. **Response: The proposed development does not increase density of development beyond what is currently permitted under the future land use of the site, and will be reviewed for impacts to surrounding infrastructure at the time of site development permit review.**
5. Are there any changes in circumstances or conditions affecting the area?
 - a. **Response: The proposed development of the site would include development of a multifamily project targeted for workforce households within the community and will provided needed housing infrastructure within this corridor of the City.**
6. Are there any mistakes in the original classification?
 - a. **Response: We believe that the revised classification will allow for development of a unique product type that will permit a range of socio-economic housing options within the City of Holly Hill.**
7. What is its effect upon the use or value of the affected area?
 - a. **Response: The proposed use will provided needed housing infrastructure to residents of the City of Holly Hill.**
8. What is its impact upon the public health, welfare, safety, or morals?
 - a. **Response: The proposed project will allow for needed housing infrastructure that will promote public health and welfare by providing housing infrastructure that is affordable in a suitable living environment within our community.**

ZONING & FLU TABLE

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Single-Family Home	MDR	R-6
North	Single-Family Residential	UMI	R-5
South	ROW and Single-Family Residential	UMI	MH-5
East	Commercial Business and Single-Family Residential	MXZ and General Commercial	Business Planned Unit Development (BPUD) and R-7
West	ROW and Single-Family Residential	UMI	R-5

Attachment: Zoning and FLU Table (4368 : 1088 10Th Street - RPUD Rezone)



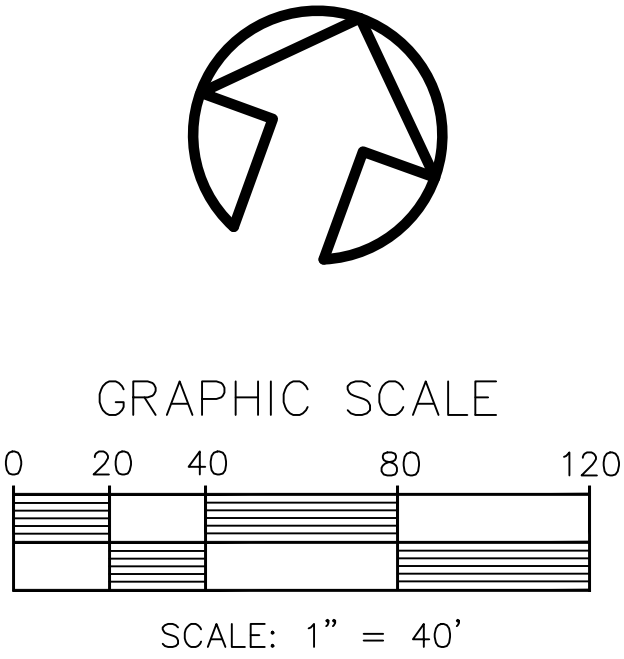
VICINITY MAP



SITE DATA

PROPOSED USE: 3 STORY 70 UNIT APARTMENT BUILDING			
EXISTING LAND USE: MEDIUM DENSITY RESIDENTIAL (12DU/AC)			
EXISTING ZONING: R-6			
TOTAL AREA: 9.70 ACRES - 0.24 ACRES = 9.46 ACRES			
TOTAL UPLAND AREA = 9.7066 AC - 2.7339 AC - 0.2511 AC = 6.7216 AC			
DESCRIPTION	S.F.	ACRES	%
TOTAL SITE AREA:	412,078	9.46	100
PROPOSED BUILDING:	27,724	0.63	6
PROPOSED ASPHALT AND CONCRETE:	71,700	1.65	18
TOTAL IMPERVIOUS AREA:	99,424	2.28	24
TOTAL PERVIOUS AREA:	312,654	7.18	76
ALLOWABLE NUMBER OF UNITS = 12DU/AC X 6.72 = 80.6DU			
PROPOSED UNITS = 70			
MINIMUM FLOOR AREA PROVIDED = 616 S.F. (1BR)			
877 S.F. (2BR)			
1,064 S.F. (3BR)			
MINIMUM AVG. FLOOR AREA PROVIDED =			
616(36) + 877(24) + 1,064(10)/70 = 769.5 S.F.			
BUILDING SETBACKS:			
NORTH = 35' (ABUTTING SINGLE FAMILY RESIDENTIAL)			
SOUTH = 25' (10th STREET)			
EAST = 15'			
WEST = 25' (VINE STREET)			
MAXIMUM BUILDING HEIGHT = 35'			
MAXIMUM BUILDING COVERAGE = 35%			
LANDSCAPE BUFFERS:			
NORTH = 10' WITH TYPE A OR B VISUAL SCREEN			
SOUTH = 15'			
EAST = 10'			
WEST = 5'			
PARKING REQUIRED: 70 DU x 2SP / DU = 140 SPACES			
PARKING PROVIDED: 142 SPACES (INCLUDES 5 H/C SPACES)			
BICYCLE PARKING REQUIRED = 140 X 0.10 = 14 SP			
BICYCLE PARKING PROVIDED = 16			

UNIT MIX BUILDING A				
	A-1 1BED-1BATH	B-1 2BED-2BATH	C-1 3BED-3BATH	SUB-TOTAL
LEVEL 3	15	8	3	36
LEVEL 2	11	8	4	24
LEVEL 1	10	8	3	10
TOTAL	36	24	10	70



PRELIMINARY DEVELOPMENT PLAN

FOX POINTE APARTMENTS

HOLLY HILL, FLORIDA

PROJECT NO.

863

1 of 1

863--CON--MOD

MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS

EB 4335

536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE 1" = 40'

DESIGNED MSD

DRAWN RCM

CHECKED MSD

DATE 12-06-23

BY

DATE

REVISION

APPR.

DATE

NO.