

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

AGENDA • APRIL 1, 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. MINUTES

- 1. Minutes - January 8, 2024 BOPA Meeting and March 4, 2024 BOPA Meeting
(Requested by Leslie Montgomery, Board of Planning and Appeals)

6. AGENDA ITEM(S)

- 1. Ordinance An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from Cc-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

7. OLD BUSINESS

8. BOARD / STAFF COMMUNICATIONS

9. 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

Board of Planning and Appeals
Agenda Item

MEETING DATE: April 1, 2024
FROM: Leslie Montgomery
SUBJECT: Minutes - January 8, 2024 BOPA Meeting and March 4, 2024 BOPA Meeting
NUMBER: (ID # 4472)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the January 8th and March 4th BOPA meetings.

MOTION:

Approved both sets of minutes as submitted by staff.

- BOPA Minutes - January 8, 2024 (PDF)
- BOPA Minutes - March 4, 2024 (PDF)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • 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

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 lead the invocation.

4. **PLEDGE OF ALLEGIANCE**

Mr. Myer lead the Pledge of Allegiance to the flag.

5. **ORGANIZATIONAL - ELECT CHAIRMAN**

Mr. Cassata made a motion to re-elect Mr. Myer as the Chairman, seconded by Ms. Arthur.
Unanimously approved by the Board, 5-0.

6. **MINUTES**

1. Minutes - November 6, 2023 BOPA Meeting and December 4, 2023 BOPA Meeting

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

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

Enacted and approved this 8th day of January, 2024, in Holly Hill



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

8. 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 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)

Mr. Walker presented both ordinances to the board. These ordinances will be voted on separately.

Mr. Myer opened public participation for both ordinances as presented by Mr. Walker.

The following individuals spoke for this ordinance.

Brandon Adkins, the applicant for Riviera Oaks Self Storage was present for questions of the board if needed; Mark Hoffman (?), Holly Hill; Rose Rodriguez, Holly Hill.

Mr. Myer closed public participation.

FUTURE LAND USE MAP AMENDMENT ORDINANCE

Mr. Smith made a motion to ***RECOMMEND APPROVAL TO THE CITY COMMISSION 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; 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,*** seconded by Ms. Geiger.

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

MOTION CARRIES, 5-0.

SECOND MAJOR AMENDMENT TO THE PLAZA GRANDE, LLC ORDINANCE

Mr. Smith made a motion to ***RECOMMEND APPROVAL TO THE CITY COMMISSION THE SECOND MAJOR AMENDMENT TO THE PLAZA GRANDE, LLC INDUSTRIAL PLANNED UNIT DEVELOPMENT 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, seconded by Ms. Geiger.

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

MOTION CARRIES, 5-0.

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



- 2. 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)

Mr. Walker presented the following ordinance to the board pertaining to 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).

Attorney Rob Merrell, Cobb Cole, gave a brief presentation to the board pertaining to HFH Fox Pointe as described in staff's report presented by Mr. Walker.

Mr. Myer opened public participation for both ordinances as presented by Mr. Walker and Mr. Merrell.

Against; Grace (?), Holly Hill, Benjamin Burcham, Holly Hill, Charlene Hazel, Holly Hill, Pat Cappello, Holly Hill, Brittany Spirot, Holly Hill, Linda Connell, Holly Hill, Elaine McDonald, Holly Hill, Eileen Axelrod, Daytona Beach on behalf of Holly Hill friends.

All spoke to oppose the actual building, not realizing it was for just the size of the apartments as the building was already approved in 2021.

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.

THE PROJECT PROPOSES 1, 2, AND 3-BEDROOM UNITS. HOWEVER, THE 1 AND 2-BEDROOM UNITS DO NOT MEET THE MINIMUM FLOOR SIZE

Attachment: BOPA Minutes - January 8, 2024 (4472 : Minutes)

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.

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

MOTION CARRIES, 5-0.

A COPY OF THIS RECORDING IS AVAILABLE AT THE CITY CLERK’S OFFICE OR ON YOU-TUBE.

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



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

Attachment: BOPA Minutes - January 8, 2024 (4472 : Minutes)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • MARCH 4, 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

1. CALL TO ORDER

2. ROLL CALL

Mr. Walker informed the board of Mr. Smith's absence due to medical reasons. The board unanimously excused by consensus Mr. Smith's absence from the meeting.

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

3. INVOCATION

Mr. Myer led 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. Ordinance No. 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 Exhibit A, by Virtue of a Small-Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Single-Family Residential to Low-Medium Density Residential; 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 that was in the agenda packet as follows. This agenda item is to consider an Ordinance enacting a Small-Scale Future Land Use Map

Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), for approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet southwest of Ridgewood Avenue as described in Exhibit A. (CPA-2024-02). In 2005, the subject property was approved for a subdivision containing 4 buildings each with 4 units, for a total of 16 units (Quadraplex). Formally known as Brentwood, it has been known as Bentley Oaks for many years. On November 28th, 2006, the City Commission approved the final plat for Bentley Oaks, however, the plat was never recorded. Infrastructure, meaning water, sewer, and stormwater improvements were constructed, and curbing for the street along with sub-base and base course for the subdivision was started in 2006 and substantially completed. The property then sat inactive until 2021. In late 2020, a developer interested in the property contacted the City regarding reactivating the Bentley Oaks project. Discussions occurred over the next couple of years, and the final product proposed is a total of 4 buildings each with 4 units, each unit having 3 bedrooms and 2.5 baths. An elevation is attached. The existing infrastructure has been cleaned, repaired and re-inspected. However, because the project's density exceeds that permitted by the current land use, the project cannot be platted and completed without an approved land use amendment. The current land use is low-density residential. That land use allows up to 6 dwelling units per net buildable acre. Net buildable acreage is land remaining after subtracting land used for streets, utility and drainage rights-of-way and other non-residential land areas. This project proposes a density of 6.72 units per net acre and therefore exceeds the permitted density. The property is zoned R-4A (Zero Lot Line Single-Family Residential District) which permits quadraplexes, and a density of 7 dwelling units per acre. The project meets the permitted density for the zoning district which may explain why the land use was not changed back in the early 2000's when the property was approved. However, it is the land uses' permitted density that governs. For this reason, the applicant is requesting a land use amendment to low-medium density residential, which permits up to 10 dwelling units per net buildable acre. If approved, the applicant will be restricted by their zoning district to 7 dwelling units per acre. Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve the increased demand on facilities and infrastructure created by the requested amendment.

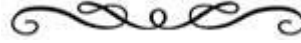
Staff Recommendation

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), totaling approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet south west of Ridgewood Avenue as described in Exhibit A.

Tim Boehlein the Engineer Project Manager for the applicant spoke briefly about the project.

Mr. Myer opened public participation. No one spoke.

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



8. OLD BUSINESS

None

9. BOARD / STAFF COMMUNICATIONS

None

10. ADJOURNMENT

This meeting adjourned at approximately 6:20pm.



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

**Board of Planning and Appeals
Ordinance**

MEETING DATE: April 1, 2024
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from Cc-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

NUMBER: (ID # 4441)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Route 1 Climbing PD Rezone - Consider a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres (82,328 square feet) located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue. (Matthew Smith, Applicant) District 1 - Commissioner J. Penny (Brian Walker, City Planner).

The subject property is zoned CC-1 (Commercial Corridor District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to build an 8,000 square foot, 46 foot high building, that will serve as a rock-climbing facility. The south and west sides of the building will provide glassed portions as shown on the attachment titled, Elevations. The overall finish will be metal siding.

The site proposes an area of future expansion, to the east of the current proposed building. The future expansion proposes a building up to 6,500 square feet in size.

The property is currently vacant.

The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping. The proposed project will occur in two phases. The applicant requests that Phase II be handled and approved as a minor amendment. This means that Phase II would be approved at staff level and not return to the City Commission for approval.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and LDR and Zoning is CC-1 and R-2

South: FLU is General Commercial and LDR and Zoning is CC-1 and R-2

East: FLU is Low Density Residential and Zoning is R-2

West: FLU is General Commercial and Zoning is CC-1

SITE ANALYSIS

Floodplain Impacts:

Based on FIRM Map 12127C0356J, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:

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

Utilities:

The site is located in the City of Holly Hill utility service area and will be required to connect to the City's public utilities.

Transportation/Traffic:

The property has ingress and egress from Ridgewood Avenue and 6th Street.

Drainage:

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

Sidewalks:

There is an existing sidewalk along Ridgewood Avenue. A sidewalk along the project frontage on 6th Street will be required or the applicant/developer shall pay into the City's sidewalk fund.

Landscaping and Buffers:

Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

REVIEW OF THE REZONE APPLICATION

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

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

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. The proposed development's FAR will not exceed this ratio.

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

adjacent land uses.

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

The property is located in a busy commercial area of the City. The site is vacant and considered an in-fill site. As part of the project's development, there will be trees planted as well as landscaped buffers. A stormwater system will also be provided to handle storm related run-off. The development will not have any known negative affects upon the environment or natural resources.

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

The site is currently vacant. The placement of a building and rock-climbing business is expected to have a positive fiscal impact on the area.

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

The rezone allowing a rock-climbing facility is expected to place appropriate and usual demands upon the City's water, sewerage and transportation systems. The development will occur in a commercial area where such services are available.

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

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

(6) Any mistakes in the original classification.

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

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

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

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

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

CONCLUSION:

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

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue.

ATTACHMENTS:

- Survey - Legal (PDF)
- East Elevation Update (PDF)
- North Updated Elevation (PDF)
- South Updated Elevation (PDF)
- West Elevation Update (PDF)
- Maps (PDF)
- PD Application (PDF)
- Development Agreement (PDF)
- Preliminary Development Plan (PDF)

Ordinance No. (ID # 4441)

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

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

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

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF HOLLY

HILL, FLORIDA:

Section 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Exhibit A** as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Written Development Agreement, attached to this Ordinance as **Exhibit B** and incorporated in this Ordinance by reference.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

Section 4. That this Ordinance shall be posted at City Hall as required by law.

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

EXHIBIT A

LEGAL DESCRIPTION:(O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL’S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL’S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

WRITTEN DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Daytona Climbing Company Planned Unit Development (BPUD) located at 627 Ridgewood Ave, Holly Hill, FL, 32117 (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 Ave.

Holly Hill, FL 32117 (hereinafter referred to as the “City”), and Daytona Climbing Company, LLC

(hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 3100 S Ridgewood Ave, #154, South Daytona, FL 32119.

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 as a world class indoor rock-climbing facility; 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 BPUD shall consist of this Agreement as the Written Development Agreement of the BPUD, and a Preliminary Plan aka the Preliminary Development Plan,

attached hereto as **Exhibit, “B”**, (hereinafter the “Master Development Plan”) subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein. 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. Climbing Gym
- B.** Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.
- C.** Permitted maximum intensity measured in floor area ratio: 4.55
- D.** Impervious surface is not to exceed 75% of the gross square footage for the Subject Property.
- E.** Minimum open space shall be 25% of the subject property.
- F.** Minimum landscaping is as shown and described on the Preliminary Development Plan.
- G.** Minimum lot size area (in acreage or square footage): 82,000 square feet
- H.** Minimum lot width (in feet): 100 feet
- I.** Minimum yard building setbacks:
1. Front yard: 25 ft
 2. Side yard: 10 ft
 3. Street side yard: 25 ft
 4. Rear yard east side abutting homes: 35 ft
- J.** Maximum building height (in feet): 70 ft
- K.** Minimum parking standards are as shown and stated on the Preliminary Plan.
- L.** If abutting residential property, lighting shall not exceed 5-foot candles at the property line.
- M.** The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:
- Phase I - 8,000 square foot rock climbing facility
- Phase II - 6,500 building
- N.** Architectural controls and development on the Subject Property shall follow a

- common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.
- O. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.
 - P. 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.
 - Q. 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.

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

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

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

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

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder including but not limited to, signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of a Certificate of Occupancy / Completion, on that portion of the Subject Property to which 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 the paragraph below titled, “**Notices.**”

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

13. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner’s Association (“HOA”) or Property Owner’s Association (“POA”) for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The 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.

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

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

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

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

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

OWNER/DEVELOPER'S REPRESENTATIVES:

Matthew W. Smith
Daytona Climbing Company LLC
3100 S Ridgewood Ave, #154,
South Daytona, FL 32119

With copy to:

Garrett Zinke
Daytona Climbing Company LLC
3100 S Ridgewood Ave, #154,
South Daytona, FL 32119

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill

Ordinance (ID # 4441)

Meeting of April 1, 2024

1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

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

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

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

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

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

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

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

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

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

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

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

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

28. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of

the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. **Future phases of an approved project may be handled as a minor amendment if such method of approval is specifically authorized by the City Commission at the time that the first phase is approved.**

Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

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

EXHIBIT A

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

Preliminary Development Plan

TO BE ATTACHED

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

ATTEST:

Print or type name

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA

COUNTY OF _____

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

DEVELOPER

By:

Signature

Print or type name

As:

Print or type

ATTEST:

Signature

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA
COUNTY OF _____

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

BOUNDARY & TOPOGRAPHIC SURVEY

FOR

DAYTONA CLIMBING COMPANY

A PORTION OF

SECTION 44-TOWNSHIP 14 SOUTH-RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

LOCATION

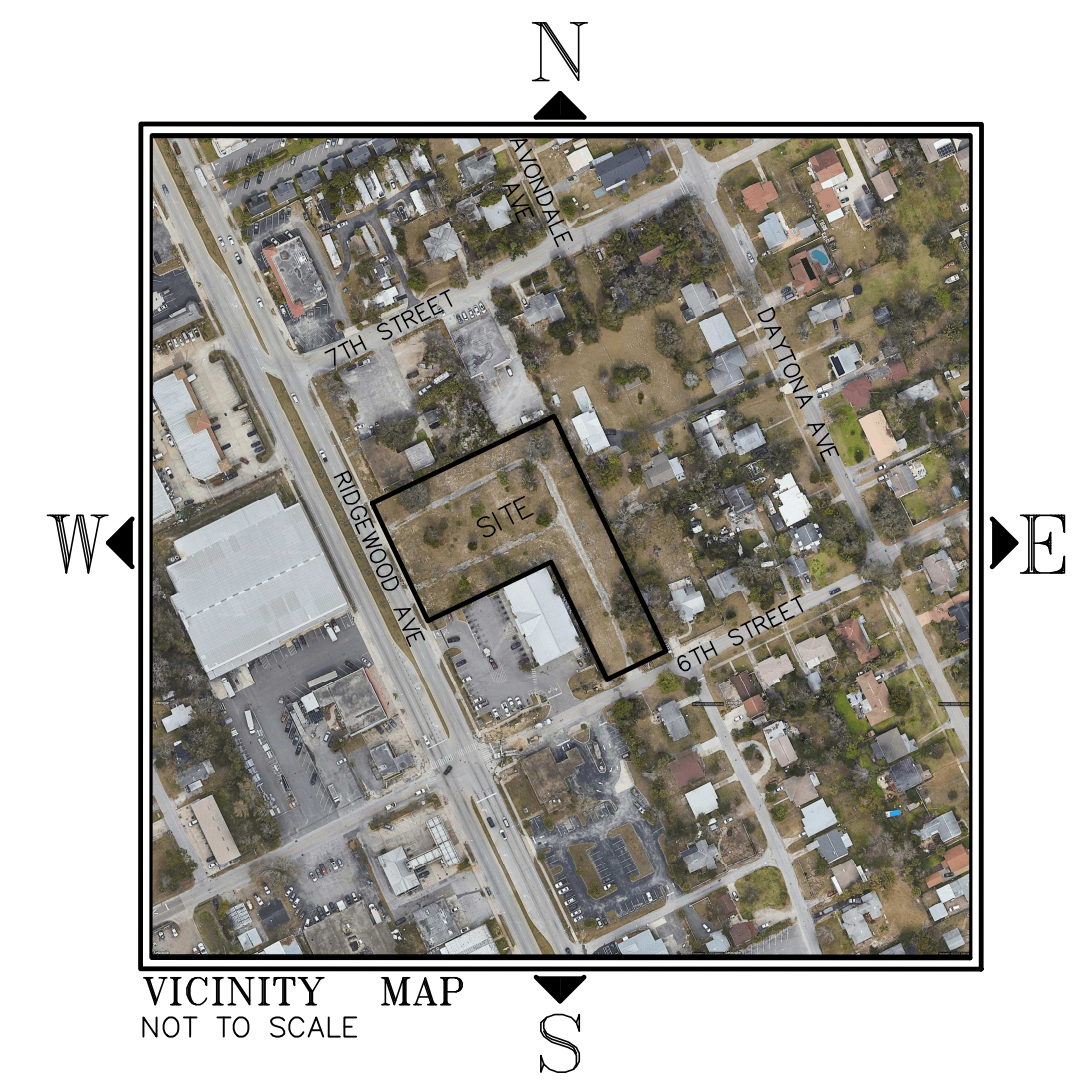
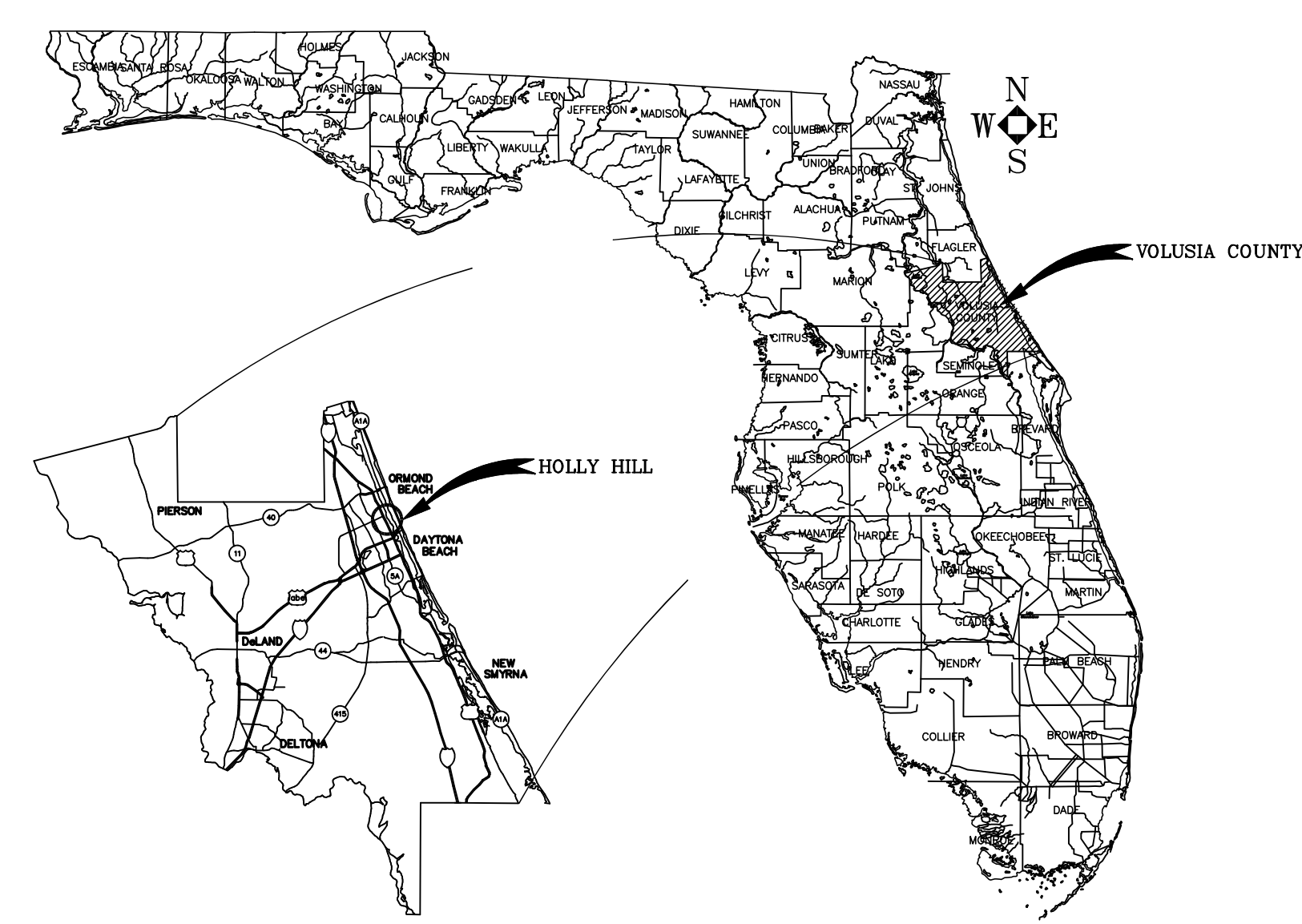
627 N RIDGEWOOD AVE, HOLLY HILL, FL.

INDEX OF SHEETS:

1. COVER SHEET (CURRENT)
2. BOUNDARY & TOPOGRAPHIC SURVEY

SURVEY NOTES:

1. THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N25°23'23"W, ALONG THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVE.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, OR A TITLE OPINION ISSUED BY AN ATTORNEY LICENSED BY THE FLORIDA BAR. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.
4. THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER U.S.C. & G.S. BENCHMARK "V 722 2009" HAVING A PUBLISHED ELEVATION OF 12.09 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 127C0356J. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500.
7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
8. UNLESS OTHERWISE SHOWN, RECORDING INFORMATION IS FROM THE PUBLIC RECORDS OF VOLUSIA COUNTY.



LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

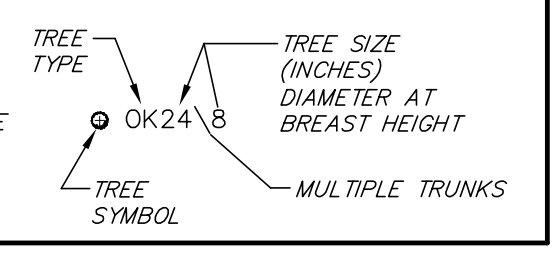
THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS:

W/ WITH	ILLEG. ILLEGIBLE	GLM GAS LINE MARKER	LB LICENSED BUSINESS	LP LIGHT POLE	-FO- BURIED FIBER OPTIC CABLE
IRC IRON ROD & CAP	MB MAP BOOK	D CENTRAL ANGLE	DIP DUCTILE IRON PIPE	PP POWER POLE	-T- BURIED TELEPHONE CABLE
IR IRON ROD (NO CAP)	PG PAGE	R RADIUS	PVC POLYVINYL CHLORIDE	GA GUY ANCHOR	-W- BURIED WATER LINE
IPC IRON PIPE & CAP	ORB OFFICIAL RECORDS BOOK	L ARC LENGTH	CONC CONCRETE	TSP TRAFFIC SIGNAL POLE	-E- BURIED ELECTRIC LINE
IP IRON PIPE (NO CAP)	(P) PLATTED DIMENSION	CB CHORD BEARING	RES RESIDENCE	R/W RIGHT OF WAY	-G- BURIED GAS LINE
CM CONCRETE MONUMENT	(D) DEED DIMENSION	CH CHORD DISTANCE	CO CLEANOUT	DW DRIVEWAY	-TV- BURIED TELEVISION LINE
N&D NAIL & DISK	(M) MEASURED DIMENSION	SAN SANITARY	ES ELECTRIC SERVICE	TOB TOP OF BANK	-FM- BURIED FORCEMAIN
FND FOUND	(C) CALCULATED DIMENSION	MH MANHOLE	CV CHECK VALVE	TOE TOE OF SLOPE	-OH- AERIAL UTILITY LINE
MW MONITORING WELL	(R) RADIAL	MES MITERED END SECTION	IV IRRIGATION VALVE	CLS CENTERLINE OF SWALE	-ST- STORM WATER LINE
ID IDENTIFICATION	(NR) NON RADIAL	HDPE HIGH DENSITY POLYETHYLENE PIPE	VV WATER VALVE	A/C AIR CONDITIONER	FR&L CO FLORIDA POWER & LIGHT COMPANY
(TYP) TYPICAL	STA STATION	RCP REINFORCED CONCRETE PIPE	RV REUSE VALVE	FNC FENCE	NGVD NATIONAL GEODETIC VERTICAL DATUM
SEC SECTION	EL ELEVATION	CMP CORRUGATED METAL PIPE	WM WATER METER	EOW EDGE OF WATER	NAVD NORTH AMERICAN VERTICAL DATUM
TWP TOWNSHIP	INV INVERT	CPP CORRUGATED PLASTIC PIPE	FH FIRE HYDRANT	U.E. UNDERGROUND ELECTRIC	FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
RGE RANGE	STMH STORM MANHOLE	VCP VITRIFIED CLAY PIPE	TC TOP COVER	A.E. ACCESS EASEMENT	USC & GS UNITED STATES COAST & GEODETIC SURVEY
℄ CENTERLINE		SWK SIDEWALK	C&G CURB & GUTTER	CSL CONCRETE SLAB	FRP FIBER REINFORCED POLYMER
LL LANE LINE					
BFP BACKFLOW PREVENTER					

ADDITIONAL ABBREVIATIONS--TREE LEGEND

PNP POND PINE	UK UNKNOWN TREE	MAG MAGNOLIA
PNL LOBLOLLY PINE TREE	MP MAPLE TREE	BY BAY TREE
PN SLASH PINE TREE	SC SYCAMORE TREE	EM ELM TREE
PNS SAND PINE TREE	OK OAK TREE	CB CHINABERRY TREE
PNF LONGLEAF PINE TREE	SG SWEET GUM TREE	CY CYPRESS TREE
BT BLACK TUPELO TREE	HK HICKORY TREE	PM PALM TREE
CD CEDAR TREE	BH BIRCH TREE	MU MULBERRY TREE



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 2

SYMBOL LEGEND:

⊕ YARD DRAIN	◇ POTABLE WATER MARKER
○ SATELLITE DISH	■ ELECTRIC RISER
⊗ CHAIN LINK FENCE	- ROOF DRAIN
⊗ FIRE HYDRANT	▨ CONCRETE RIP RAP
⊗ LIGHT POLE	⊕ DUAL SUPPORT SIGN
♿ HANDICAP PARKING SPACE	⊕ FLOOD LIGHT
⊕ GREASE TRAP MANHOLE	⊕ WATER METER
⊕ SANITARY SEWER MANHOLE	⊕ BORING HOLE LOCATION
⊕ TELEPHONE MANHOLE	⊕ UNDERGROUND PIPE (SIZE & TYPE NOTED)
⊕ ELECTRICAL MANHOLE	⊕ SET IR&C LB# 7143
⊕ STORM DRAINAGE MANHOLE	⊕ FOUND IRON REBAR (AS NOTED)
⊕ WATER SERVICE	⊕ FOUND 4X4 CONCRETE MONUMENT
⊕ CONCRETE UTILITY POLE	⊕ RR SPIKE
⊕ WOOD UTILITY POLE	⊕ 4 LIGHT POLE
⊕ GUY ANCHOR	⊕ 3 LIGHT POLE
⊕ WATER VALVE	⊕ 2 LIGHT POLE
⊕ GAS VALVE	⊕ UTILITY RISER
⊕ SANITARY SEWER VALVE	⊕ CONCRETE
⊕ IRRIGATION CONTROL VALVE	⊕ TRAFFIC SIGNAL BOX
⊕ CONCRETE MITERED END SECTION	⊕ SECTION CORNER
⊕ CLEAN OUT	⊕ CENTRAL ANGLE OR DELTA ANGLE
⊕ TELEPHONE CABLE RISER	⊕ NUMBER OF PARKING SPACES
⊕ CABLE TV RISER	⊕ SINGLE SUPPORT SIGN
⊕ ELECTRIC RISER	

REFERENCE MATERIAL:

NATIONAL GEODETIC DATABASE
MAP BOOK 2, PAGE 90
MAP BOOK 12, PAGE 3
FEMA WEBSITE
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
FDOT DATABASE
SLIGER SURVEY 10-0066, DATED 11-12-2009

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: MATTHEW SMITH

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE: _____
JEFFREY S. HATTENDORF
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:
PREPARE BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY OF PARCEL 44-14-32-01-15-0071.
INFORMATION WILL BE USED BY THE CLIENTS DESIGN TEAM.

METHODOLOGY:

HORIZONTAL DATUM - NORTH AMERICAN 1983. COORDINATES - STATE PLANE, FLORIDA EAST ZONE.
HORIZONTAL CONTROL POINT "V 722 2009", HAVING PUBLISHED COORDINATES OF NORTH 1,781,881.890 AND EAST 644,843.995 WAS OCCUPIED USING GLOBAL POSITIONING SATELLITE RECEIVER, AND ON SITE SECONDARY CONTROL WAS ESTABLISHED. THEN, CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATIONS.

VERTICAL DATUM - NORTH AMERICAN 1988.
REFERENCE BENCHMARK RECOVERED 12" DIAMETER POURED IN PLACE CONCRETE MONUMENT WITH 3.5" BRASS DISC IN CENTER, STAMPED "V 722 2009".
PUBLISHED ELEVATION 12.09 FEET.

ON SITE VERTICAL CONTROL WAS ESTABLISHED BY A 3 WIRE LEVEL LOOP THROUGH THE HORIZONTAL CONTROL ESTABLISHED HEREON WITH AN ERROR OF CLOSURE OF 1:20,000.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PERFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:

A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

VERTICAL ERROR OF CLOSURE:

ON SITE VERTICAL CONTROL WAS ESTABLISHED BY A 3 WIRE LEVEL LOOP THROUGH THE HORIZONTAL CONTROL ESTABLISHED HEREON WITH AN ERROR OF CLOSURE OF 1:20,000.

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1880 7th St. S.W.
Tallahassee, FL 32310
www.sligerandassociates.com
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2023 Sliger & Associates, Inc.

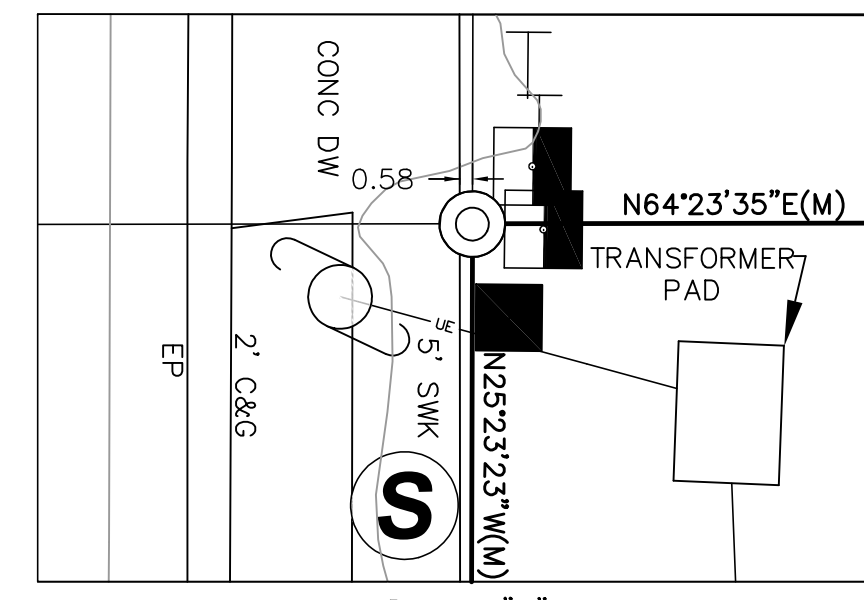
No.	Date	Revision

FIELD DATE: SEPTEMBER, 06, 2023	FIELD BOOK: 1425
PARTY CHIEF: S STRICKLAND	PAGE (S): 65-66
DRAWN BY: D CENTRY	
CHECKED BY: J BARNES	

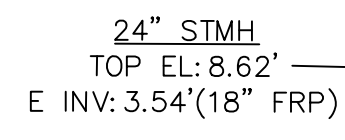
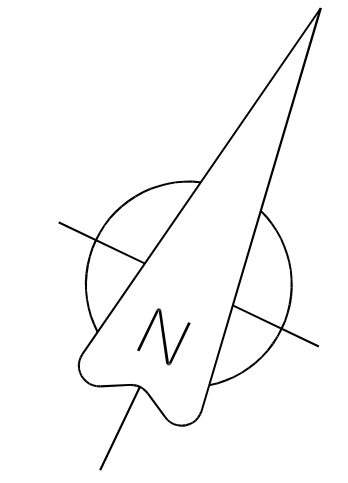
BOUNDARY AND TOPOGRAPHIC SURVEY
ADDRESS: 627 NORTH RIDGEWOOD AVE, HOLLY HILL, FL
CLIENT: DAYTONA CLIMBING COMPANY

PROJECT: 00153
JOB: 23-0748
SCALE: N/A
SHEET: 1 OF 2

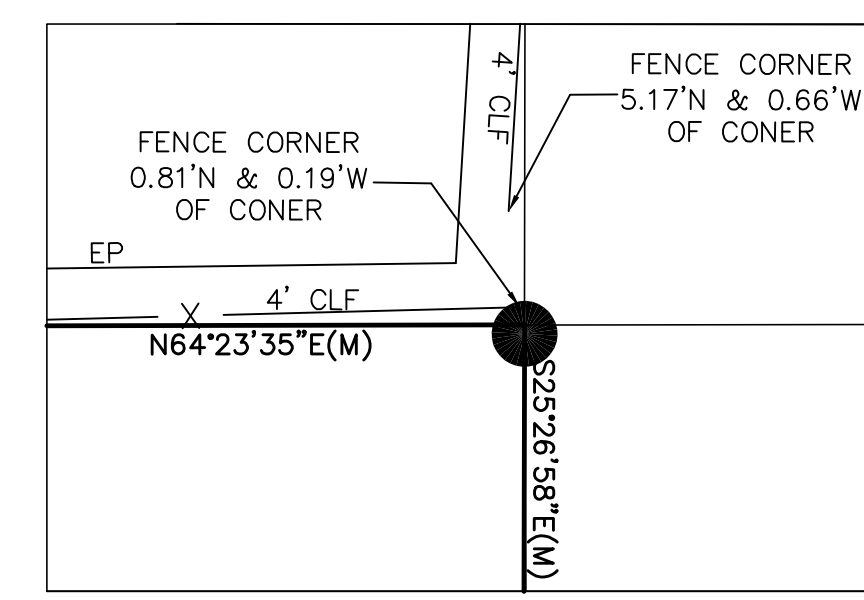
FILE: K:\23\230748 627 N RIDGEWOOD AVE DAYTONA CLIMBING\230748.DWG



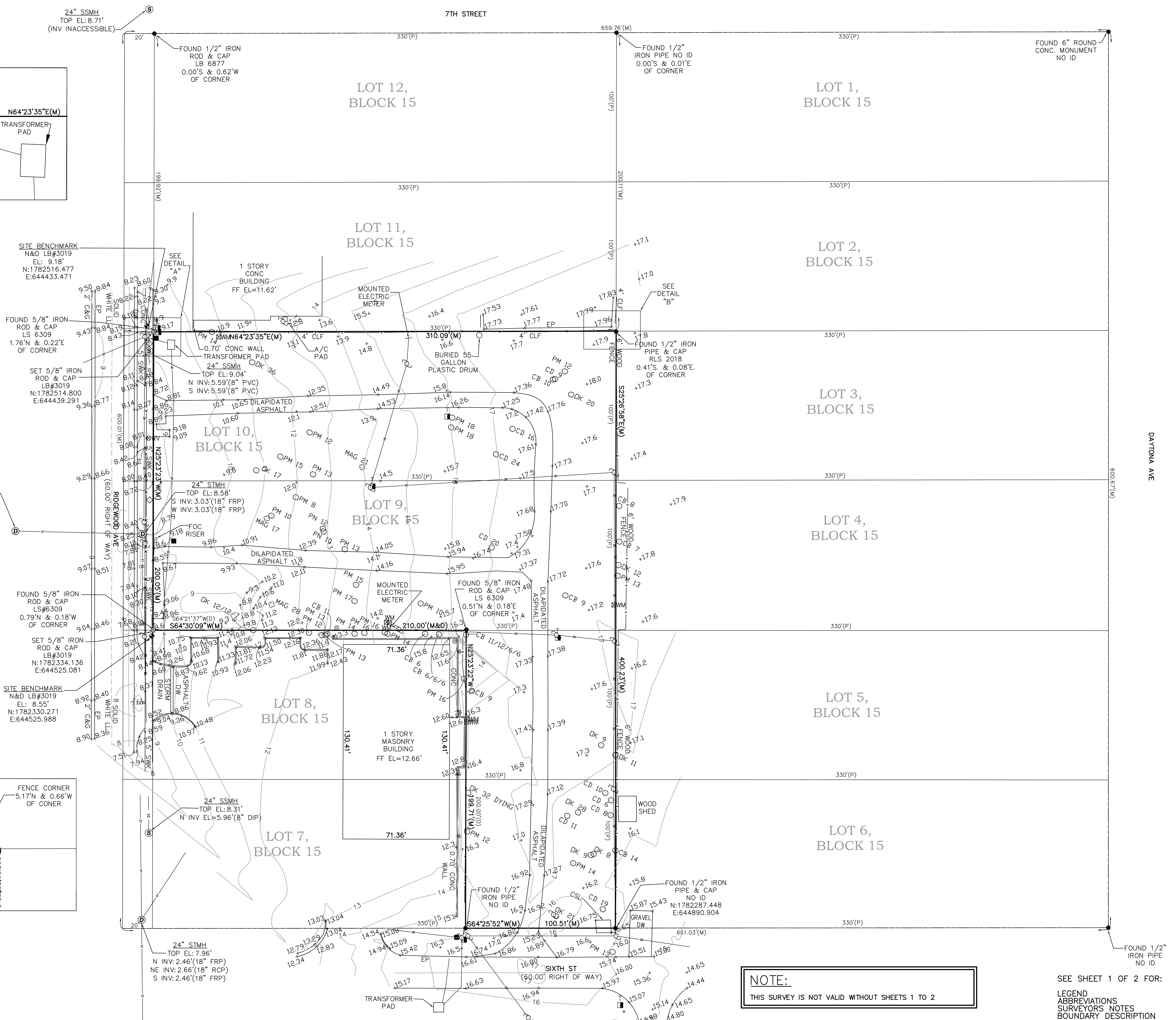
DETAIL "A"
NOT TO SCALE



24" STMH
TOP EL: 8.62'
E INV: 3.54'(18" FRP)



DETAIL "B"
NOT TO SCALE



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 2

SEE SHEET 1 OF 2 FOR:
LEGEND
ABBREVIATIONS
SURVEYERS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1880 WEST 23RD AVE
DAVENPORT, FL 33427
TEL: 888-333-3333
WWW.SLIGERANDASSOCIATES.COM
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2023 Sliger & Associates, Inc.

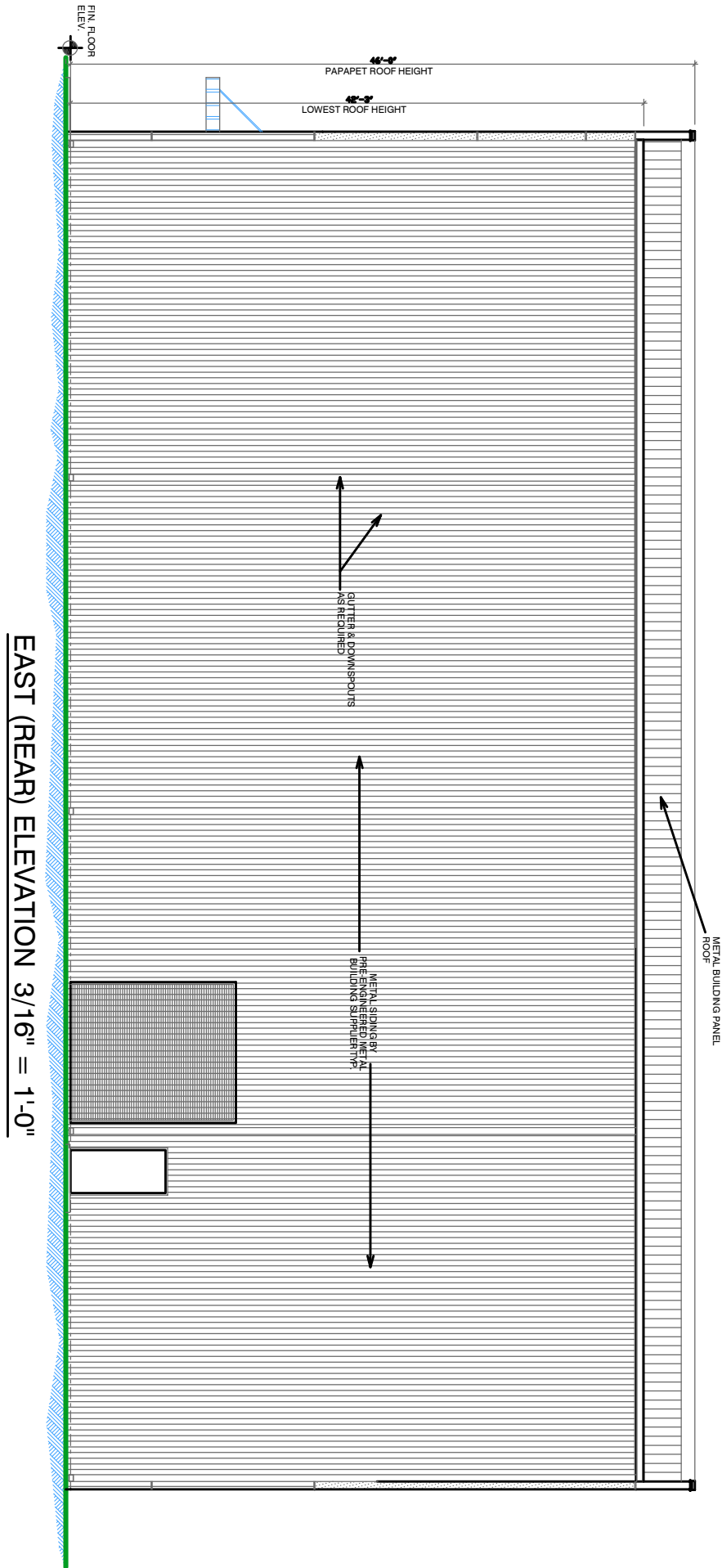
No.	Date	Revision	Approved

FIELD DATE: SEPTEMBER, 06, 2023	FIELD BOOK: 1425
PARTY CHIEF: S STRICKLAND	PAGE (S): 65-66
DRAWN BY: D GENTRY	
CHECKED BY: J BARNES	

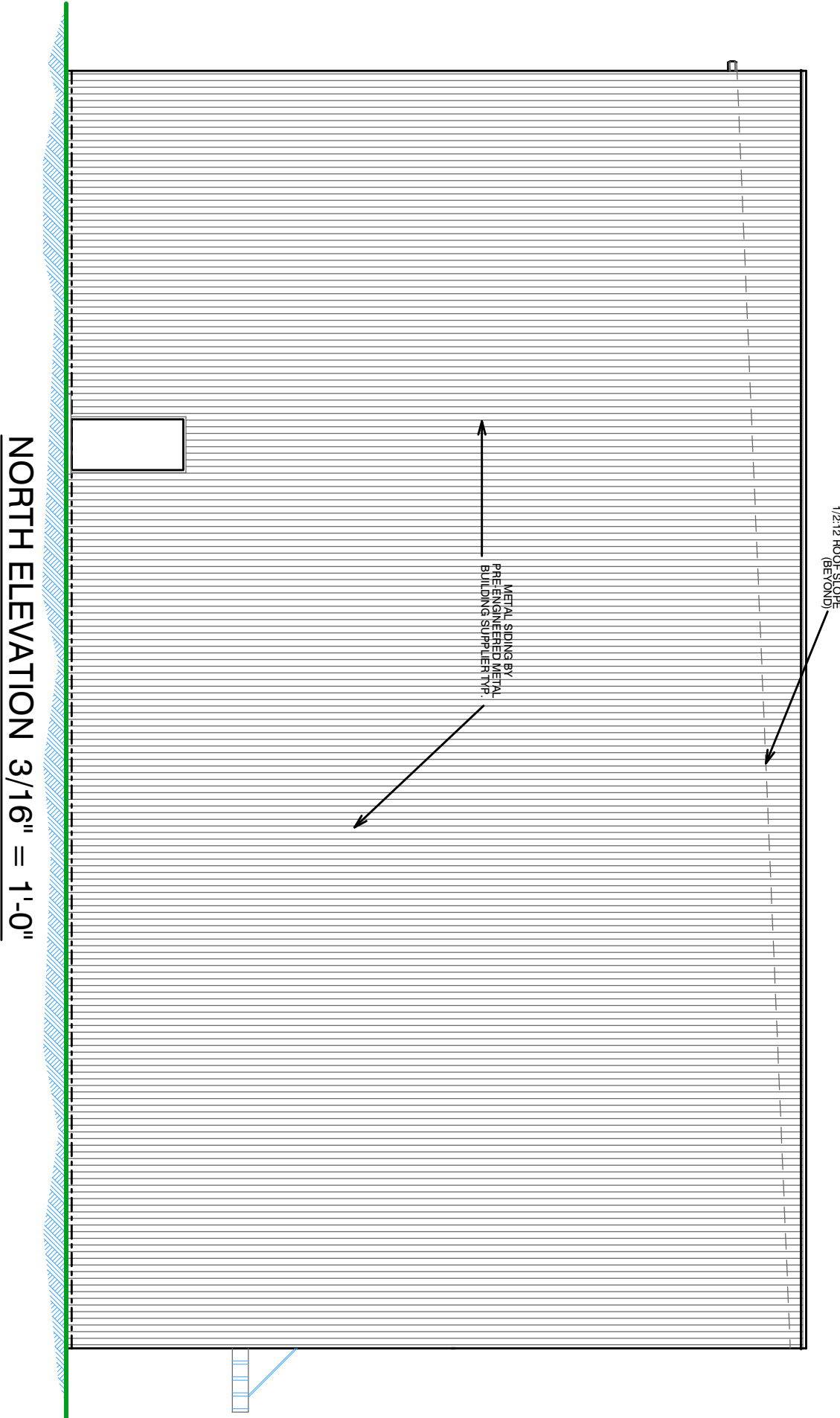
BOUNDARY AND TOPOGRAPHIC SURVEY
ADDRESS: 627 NORTH RIDGEWOOD AVE,
HOLLY HILL, FL
CLIENT: DAYTONA CLIMBING COMPANY

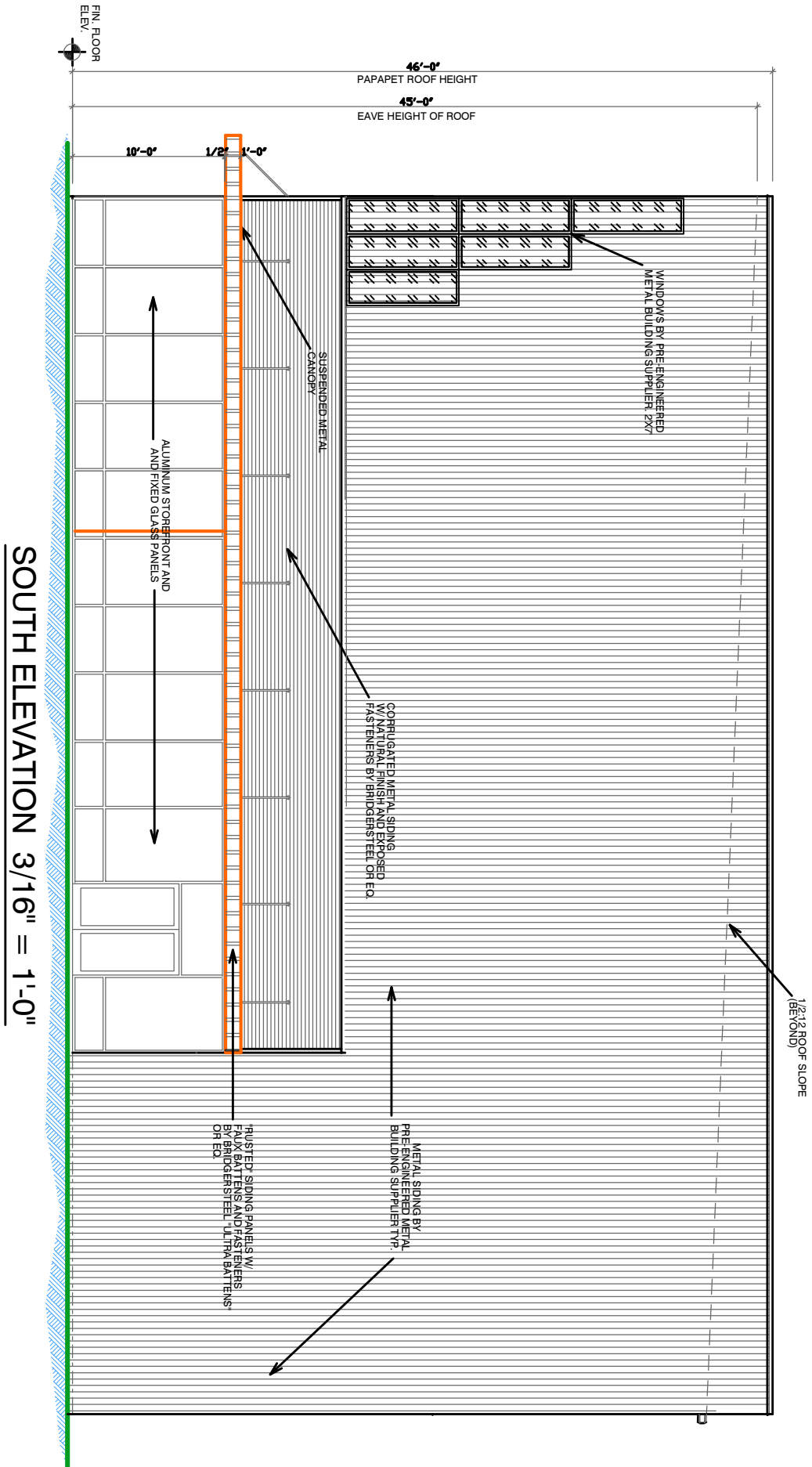
PROJECT: 00153
JOB: 23-0748
SCALE: 1" = 30'
SHEET: 2 OF 2

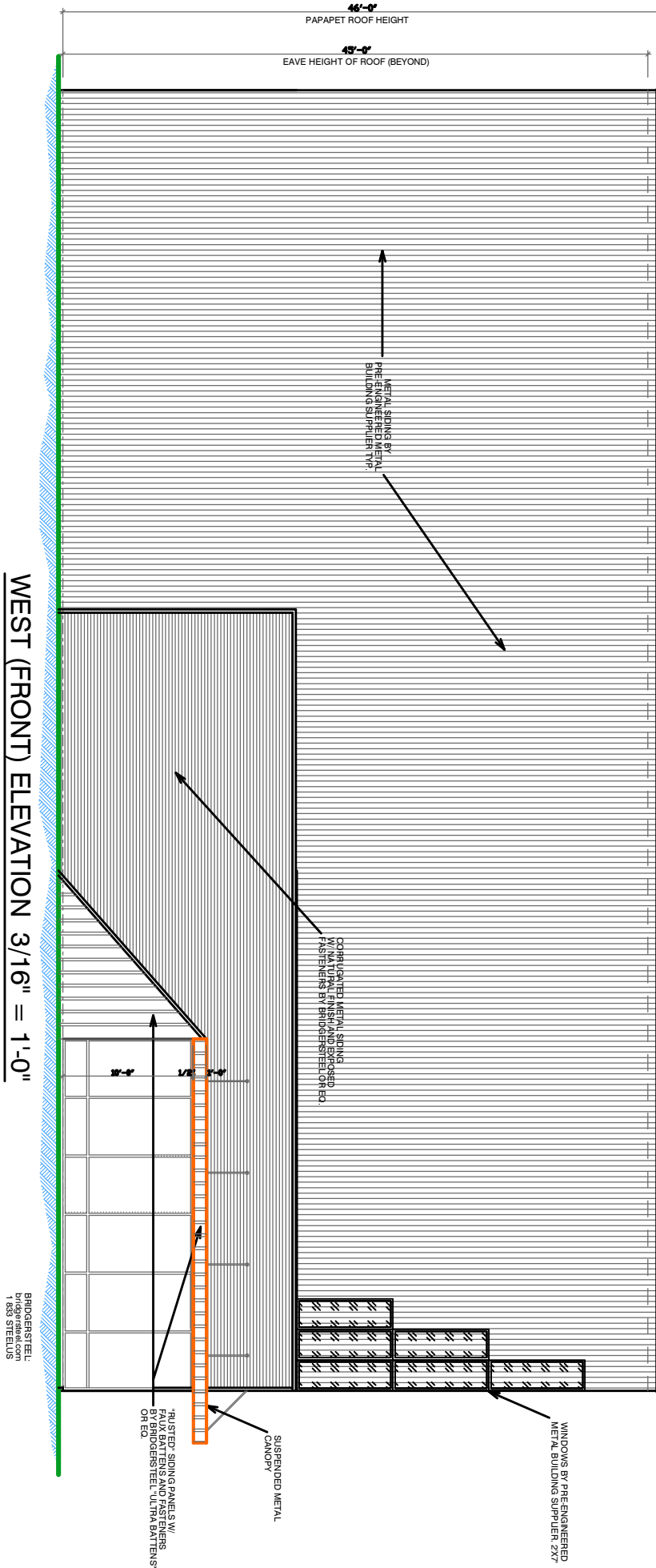
Attachment: Survey - Legal (4441) : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone



EAST (REAR) ELEVATION 3/16" = 1'-0"







WEST (FRONT) ELEVATION 3/16" = 1'-0"

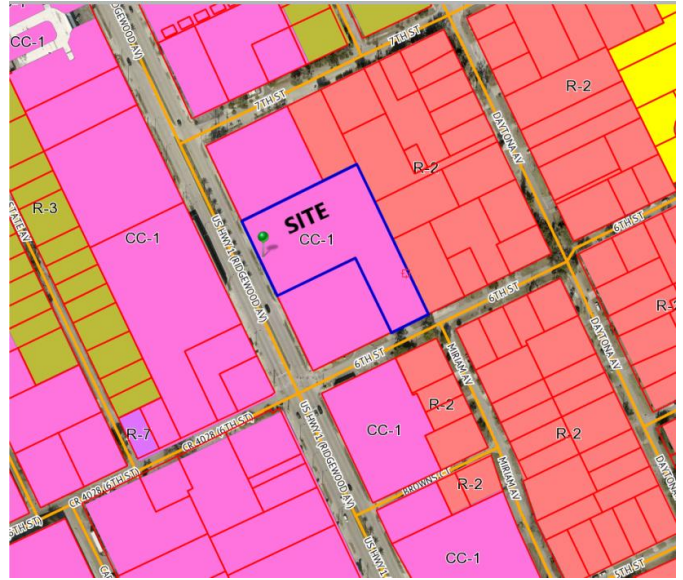
BRIDGESTEEL
bridgesteel.com
1.833.576.6283

MAPS

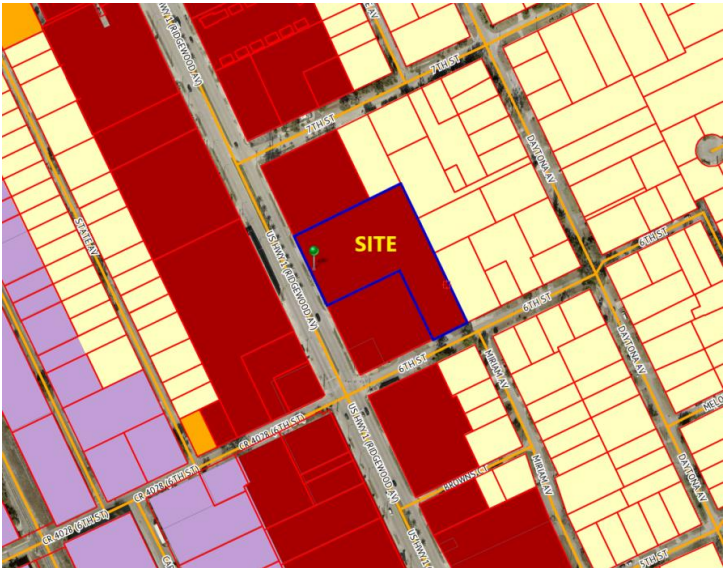
Aerial Map



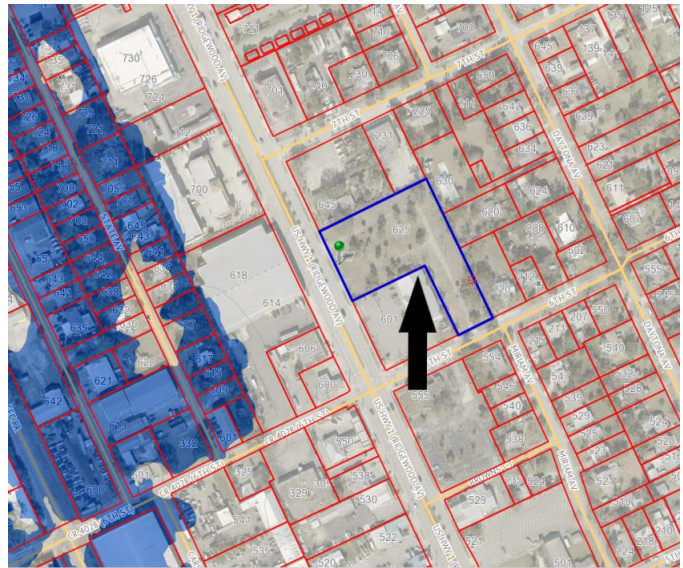
Zoning Map – CC-1



Future Land Use Map – General Commercial



Flood Map – Site is not within a SFHA



Attachment: Maps (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



HOLLY HILL FLORIDA

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)
- N/A* SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



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

- 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: _____

Matthew Smith

 (Signature)

11/22/23

 (Date)

Matthew Smith

 (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

CITY OF HOLLY HILL
PRE- APPLICATION MEETING FORM

You must set up a pre-application meeting **before** submitting your application. Please email the completed form to permitdesk@hollyhillfl.org or bwalker@hollyhillfl.org Direct questions to Brian Walker, City Planner at 386-248-9424.

The following background information is required to schedule a pre-application meeting. Staff will use this to research the project site in preparation for the meeting. Although this is the minimal amount of background material required, more information is welcome. Please attach additional sheets or plans as needed.

Applicant: 627 RIDGEWOOD LLC DBA DAYTONA CLIMBING COMPANY

Project Address: 627 N RIDGEWOOD AVE

City/State/Zip: Holly Hill, FL 32117

Phone: 386-299-4017

Email: MATT @ DAYTONA CLIMBING COMPANY.COM

Contact Person: Matthew Smith

My application will be: (Please check the type of request)

- Rezone to PD HEIGHT CHANGE 50'
- Special Exception for a _____
- Variance to _____
- Future Land Use Amendment to _____
- Site Plan

PROJECT INFORMATION

Tax parcel number(s): 4244011 50080

Address of parcel: 627 N RIDGEWOOD AVE HH, FL, 32117

Size of parcel: 1.89 ACRE Zoning: COMMERCIAL

Existing Use: VACANT

Please submit the following with this form:

- A site concept plan – a neat hand drawn plan is acceptable for this meeting.
- A brief narrative of what you want to do.

FULL SITE PLAN PROVIDED
BUILD STRUCTURE FOR ROCK CLIMBING
GYM WITH PARKING LOT.
SEE ATTACHED ELEVATIONS

Proposed New Metal Building
 For: Rock Climbing Business
 Ridgewood Avenue
 Holly Hill, FL.

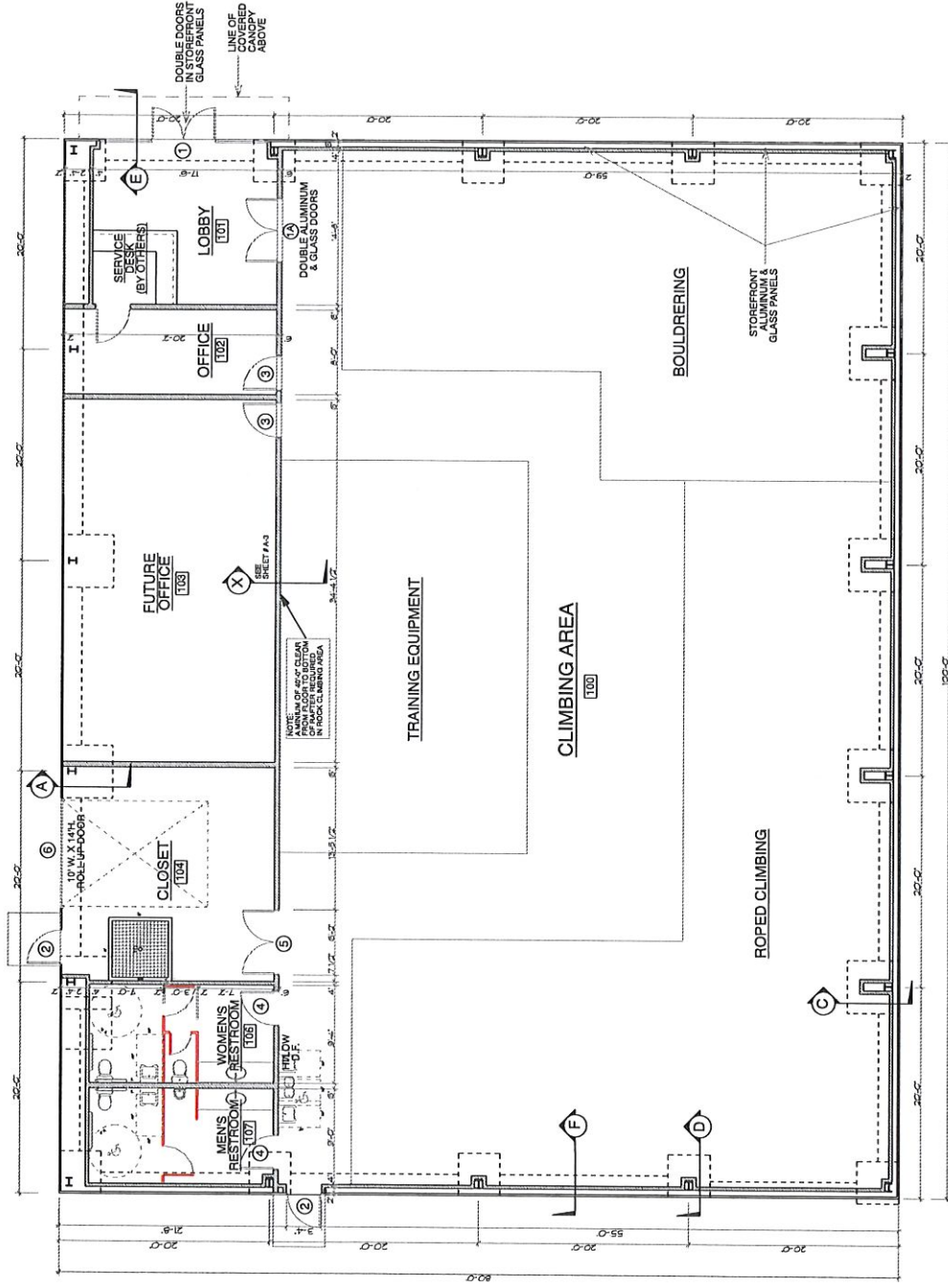
NO.	DATE	DESCRIPTION

LARRY W. ROBINSON
 P. E. License No. 12118
 Mechanical
 Holly Hill, FL 32118
 407-761-1111
 www.larrywrobinson.com

Proposed New Metal Building
 For: Rock Climbing Business
 623 Ridgewood Avenue
 Holly Hill, FL.

DATE: AUG. 1, 2023
 DRAWN BY: TSH
 SHEET: A-1
 PROPOSED FLOOR PLAN
 GENERAL NOTES
 6

6.1.g



WALL LEGEND
 NEW METAL PANEL EXTERIOR WALLS
 NEW INTERIOR METAL STUD FRAMED WALLS

PROPOSED FLOOR PLAN 3/16" = 1'-0"

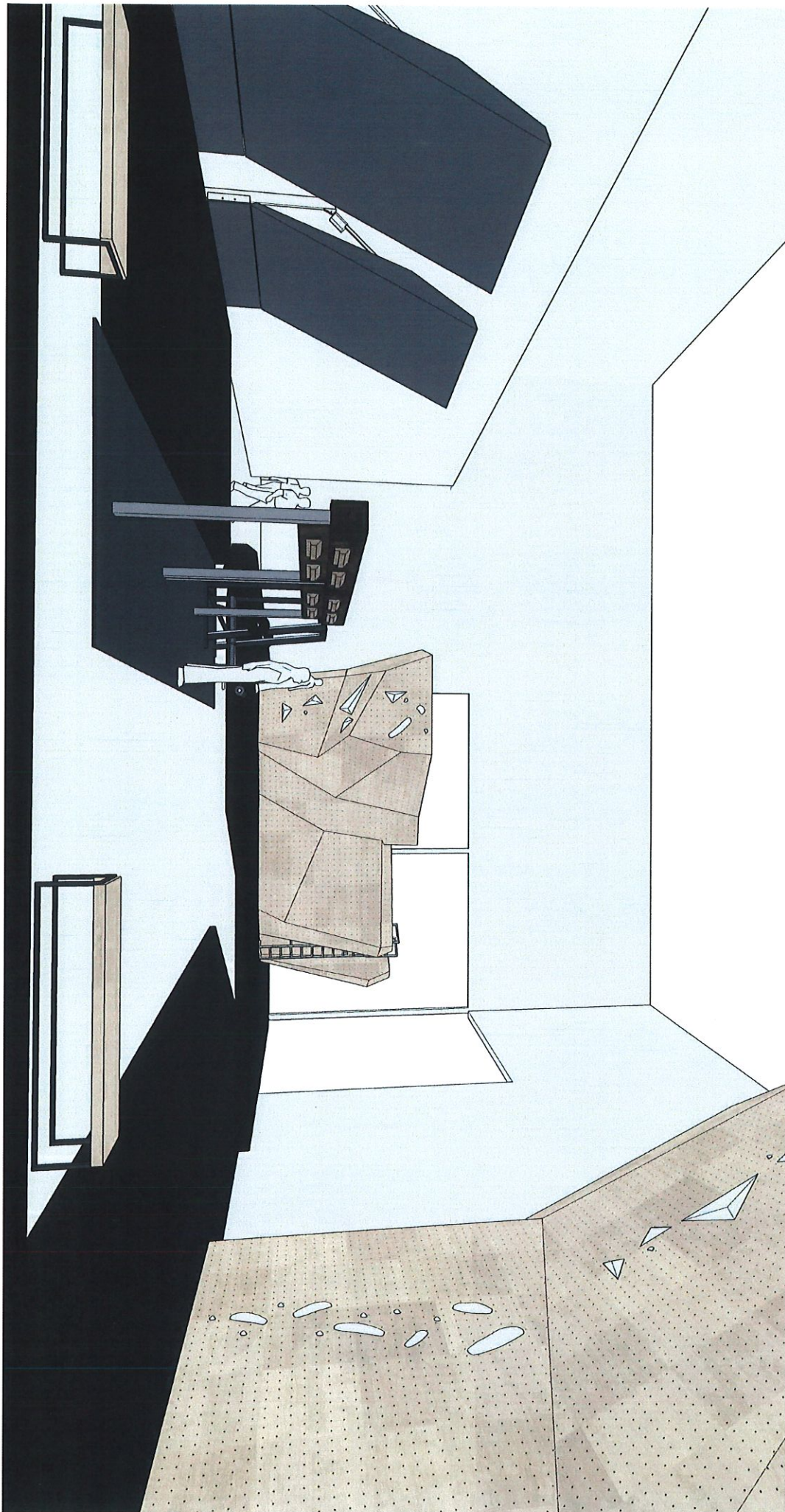
SCOPE OF WORK
 FLORIDA BUILDING CODE 2020 (SEVENTH EDITION)
 NEW CONSTRUCTION.
 W/ METAL PANEL EXTERIOR WALLS TO ROOF.
 CONSTRUCT NEW 8,000 SQ. FT. PRE-ENGINEERED STEEL BUILDING
 CONSTRUCT NEW METAL FRAMED NON-BEARING PARTITION WALLS
 AND SUSPENDED CEILING AS SHOWN.
 NEW ELECTRICAL, LIGHTING, PLUMBING AND MECHANICAL DUCTWORK
 AS REQUIRED BE INSTALLED BY A FLORIDA LICENSED CONTRACTOR
 AND MEET ALL STATE AND LOCAL CODES.
 BUILDING IS A TYPE II, UNSPRINKLERED FOR A
 GROUP AS OCCUPANCY, (GYMNASIUM/ EXERCISE ROOM).
 CONTRACTORS SHALL VERIFY ALL DIMENSIONS
 AND EXISTING SITE AND STRUCTURE.
 CONDITIONS PRIOR TO CONSTRUCTION.
 CONTRACTOR TO PROVIDE APPROVAL NOTIFICATION AND
 MFR'S INSTALLATION REQUIREMENTS IF REQUIRED FOR
 EXTERIOR EQUIPMENT PRIOR TO CONSTRUCTION.

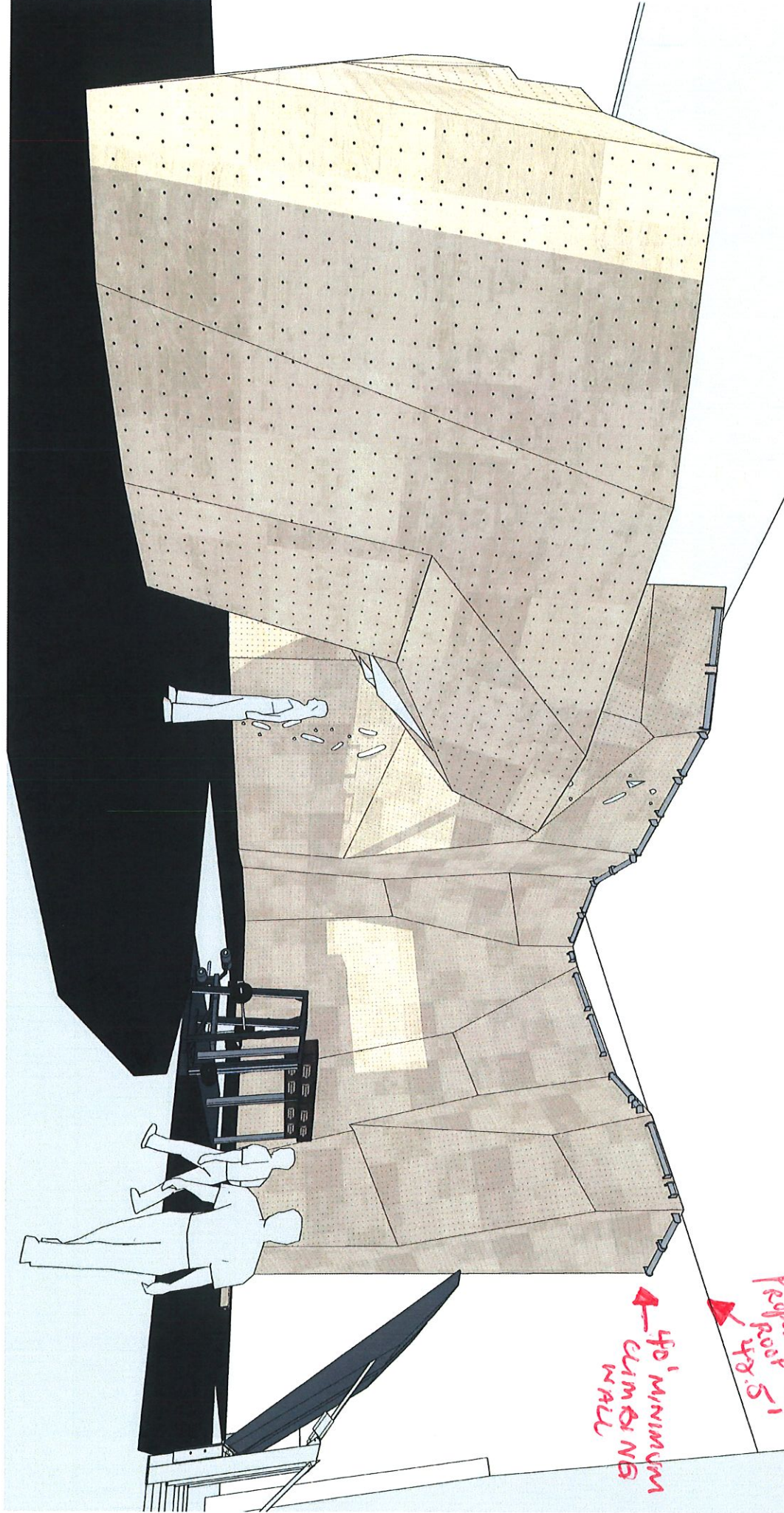
APPLICABLE CODES
 2020 EDITION
 2020 EDITION
 2020 EDITION
 2020 EDITION
 2020 EDITION

ALL CODES AS ADOPTED BY THE CITY OF HOLLY HILL
 PLANS CONFORM TO THE REQUIREMENTS OF THE FLORIDA
 AND ALL REQUIREMENTS OF THE CITY OF HOLLY HILL

WIND SPEED
 140 MPH
BUILDING TYPE
 II
EXPOSURE CATEGORY
 C
WIND IMPORTANCE
 1.00, 0. -04.8

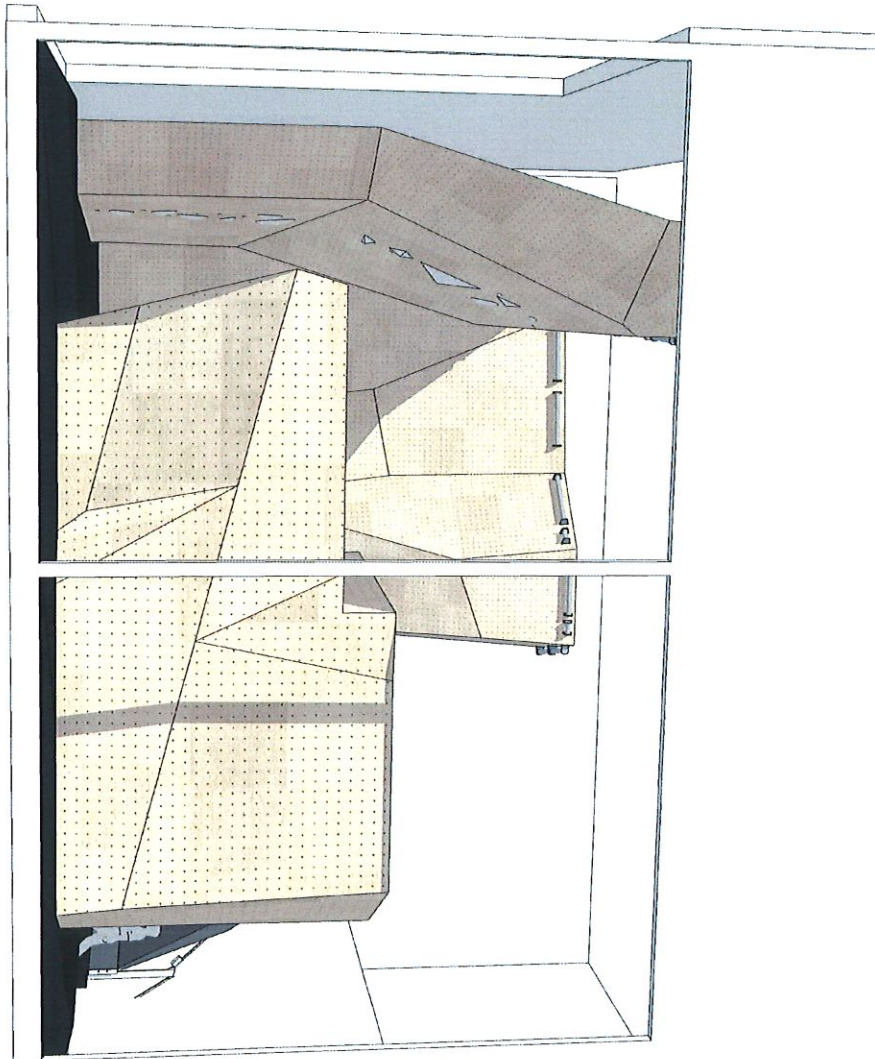
WIND PRESSURE
 1.30, 0. -04.8





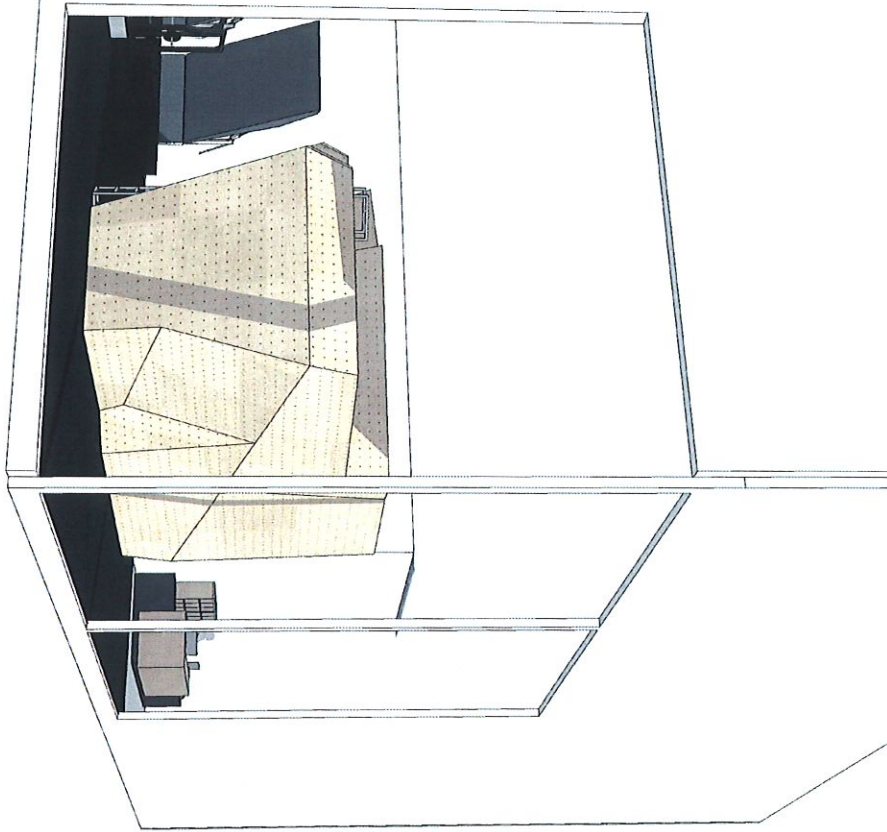
40' MINIMUM
CLIMBING
WALL

PROPOSED LOWEST
HEIGHT



SOUTH ELEVATION

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



SOUTH WEST ELEVATION

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



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

REZONE/ FUTURE LAND USE AMENDMENT

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

PROJECT INFORMATION:

PROJECT NAME: ROUTE 1 CLIMBING

PARCEL ID #(S): 424401150080

LOCATION: 627 RIDGEWOOD AVE

EXISTING USE(S): VACANT COMMERCIAL

PROPOSED USE(S): COMMERCIAL - ROCK CLIMBING GYM

TOTAL ACREAGE: 1.860

WATER PROVIDER: _____ SEWER PROVIDER: _____

PRIVATE WELL _____ PRIVATE SEPTIC _____

CURRENT ZONING: _____ PROPOSED ZONING: _____

CURRENT FUTURE LAND USE: COMMERCIAL PROPOSED FUTURE LAND USE: COMMERCIAL

APPLICANT INFORMATION:

Name: MATTHEW SMITH E-Mail: Matt@DAYTONACLIMBING.COM

Address: 18 BRIDGET TERRACE ^{ORLAND BCH} FL 32174 Phone: 386-299-4017

Company: DAYTONACLIMBING COMPANY Fax: N/A

Owner Agent for Owner Attorney for Owner

OWNER INFORMATION:

Name: GARRETT ZINKE E-Mail: GARRETT@DAYTONACLIMBING

Address: 107 PARK AVE ^{DAYTONA BCH} FL 32118 Phone: 386-523-8483 COMPANY.C

Fax: N/A

CONSULTANT INFORMATION:

Name: ZEWI COHEN E-Mail: _____

Address: _____ Phone: _____

Company: _____ Fax: _____

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



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

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

- 1. Is it consistent with all adopted elements of the comprehensive plan? YES NO Explain.

YES.

- 2. What is its impact upon the environment or natural resources? YES NO Explain.

BETTER STORMWATER RETAINAGE / CLEAN UP AREA CURRENTLY UNUSED.

- 3. What is its impact upon the economy of any affected area? YES NO Explain.

DESTINATION BUSINESS WILL ATTRACT CUSTOMERS FROM OTHER CITIES, HELPING THE ECONOMY AROUND THE GYM.

- 4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? YES NO Explain.

LITTLE TO NONE.

- 5. Are there any changes in circumstances or conditions affecting the area.? YES NO



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

Explain.

NO. NONE.

6. Are there any mistakes in the original classification? YES NO Explain.

NO.

7. What is its effect upon the use or value of the affected area? YES NO Explain.

THE VALUE OF THE AREA SHOULD INCREASE.

8. What is its impact upon the public health, welfare, safety or morals? YES NO Explain.

THE AREA AROUND US WOULD BE SAFER AND MORE INVITING. PEOPLE IN SURROUNDING AREA WOULD HAVE FLORIDA'S PREMIER ROCK CLIMBING GYM LOCALLY AVAILABLE.

Matthew Smith

Print Applicant Name

Applicant Signature

Print Applicant Name

Applicant Signature

1/22/23

Date

Date

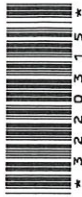
Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2023 Real Estate

6.1.g

PROPERTY ADDRESS: 627 N RIDGEWOOD AVE, HOLLY HILL, 32117
LEGAL DESCRIPTION: E 100 FT OF LOTS 7 & 8 & LOTS 9 & 10 EXC RD BLK 15 M & C HOLL
Y HILL MB 2 PG 90 PER OR 5715
See Additional Legal on Tax Roll



627 RIDGEWOOD LLC
107 PARK AVE
DAYTONA BEACH, FL 32118

Table with 2 columns: Field Name and Value. Fields include PARCEL (424401150080), ALTERNATE KEY (3220315), MILLAGE CODE (203), TAX YEAR (2023).

Pay Online

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Pay online at vctaxcollector.org/pay
WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

Table with 6 columns: If Postmarked By, Nov 30, 2023, Dec 31, 2023, Jan 31, 2024, Feb 29, 2024, Mar 31, 2024. Rows include Discount and Please Pay amounts.

AD VALOREM TAXES

Table with 6 columns: TAXING AUTHORITY, MILLAGE, ASSESSED VALUE, EXEMPTION, TAXABLE VALUE, TAX AMOUNT. Lists various taxing authorities like Volusia County General Fund, Public Safety Fund, etc.

TOTAL MILLAGE RATE: 18.22300 TOTAL TAXES: \$4,340.81

NON-AD VALOREM ASSESSMENTS

Table with 4 columns: LEVYING AUTHORITY, TELEPHONE, RATE PER UNIT, AMOUNT. Shows no non-ad valorem assessments.

TOTAL ASSESSMENTS: \$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: \$4,340.81

Will Roberts - Tax Collector
123 W. Indiana Ave., Room 103
DeLand, FL 32720
(386) 736-5938 | taxcollector@vctaxcollector.org
PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

Pay online at vctaxcollector.org/pay
2023 Real Estate

Table with 2 columns: Field Name and Value. Fields include PARCEL (424401150080), ALTERNATE KEY (3220315), TAX YEAR (2023).



627 RIDGEWOOD LLC
107 PARK AVE
DAYTONA BEACH, FL 32118

PROPERTY ADDRESS:
627 N RIDGEWOOD AVE, HOLLY HILL, 32117

Please do not staple, tape, or paperclip your payment to this stub. TAXES BECOME DELINQUENT APRIL 1

Table with 6 columns: If Postmarked By, Nov 30, 2023, Dec 31, 2023, Jan 31, 2024, Feb 29, 2024, Mar 31, 2024. Rows include Please Pay amounts.

TaxSys



PLEASE DO NOT WRITE ON THIS STUB

Packet Pg. 52

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

Important information – Please read carefully

6.1.g

The statement, “**Prior year taxes are due. Please call (386) 736-5938.**” indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur advertising and auction listing fees. **A tax certificate (lien) also will be sold by June 1.** Payment must be made in certified funds after a tax certificate is issued. Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and **a warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become subject to **seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Tax Collector. For tangible personal property, **if you were the owner as of January 1 of the tax year**, you may be responsible for paying the taxes **even if you have closed the business.**

Notice to taxpayers entitled to homestead exemption: If your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt. The deferred amount will earn interest and **must be paid at a later date.** Information and application to determine eligibility are available at any Tax Collector office location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Tax Collector office by **April 30.** Installment applications can be found online at vctaxcollector.org/pay. To obtain a paper application, please visit vctaxcollector.org/taxes or visit any Tax Collector office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The levying authorities are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address and legal description. You may reach the Property Appraiser's Office at (386) 736-5901 or vcpa@volusia.org.

The **Tax Collector** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities.

Important dates to remember

March 1 Deadline to file for exemptions for the next tax year. Application is filed with the Volusia County Property Appraiser's office.

March 31 Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Tax Collector.

March 31 Last day for full payment without penalty. Also the final day for making partial payments. Unpaid balances become delinquent April 1.

April 30 Deadline for new quarterly installment plan applications for the next tax year. Must be filed with the Tax Collector. No need to reapply if you participated in the plan during the previous tax year and made timely payments.

Important payment information

- Please do not staple, tape, or paperclip your payment to this stub.
- Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.
- Verify that you have signed the check made payable to: **Will Roberts - Tax Collector.**
- Please use the enclosed return envelope if you choose to mail your payment or mail to:

Will Roberts - Tax Collector 123 W. Indiana Avenue Room 103 DeLand, FL 32720

Have your bill sent directly to your inbox!

Visit vctaxcollector.org/pay to sign up.



Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key: 3220315
Parcel ID: 424401150080
Township-Range-Section: 14 - 32 - 44
Subdivision-Block-Lot: 01 - 15 - 0080
Owner(s): 627 RIDGEWOOD LLC - FS - Fee Simple - 100%
Mailing Address On File: 107 PARK AVE
 DAYTONA BEACH FL 32118
Physical Address: 627 N RIDGEWOOD AVE, HOLLY HILL 32117
Building Count: 0
Neighborhood: 7254 - HOLLY HILL - RIDGEWOOD (HWY 1)
Subdivision Name:
Property Use: 1000 - VACANT COMM
Tax District: 203-HOLLY HILL
2023 Final Millage Rate: 18.223
Homestead Property: No
Agriculture Classification: No
Short Description: E 100 FT OF LOTS 7 & 8 & LOTS 9 & 10 EXC RD BLK 15 M & C HOLL
 Y HILL MB 2 PG 90 PER OR 5715 PG 2126 PER OR 6656 PG 1936 PE
 R OR 8235 PG 2656

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented	1-Market Oriented	1-Market Oriented
Improvement Value:	Cost	Cost	Cost
Land Value:	\$0	\$0	\$0
Just/Market Value:	\$238,205	\$238,205	\$232,533
	\$238,205	\$238,205	\$232,533

Working Tax Roll Values by Taxing Authority

Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
● CAPITAL IMPROVEMENT 0017	\$238,205	\$238,205	\$0	\$238,205 1.5000	\$357.31
● DISCRETIONARY 0012	\$238,205	\$238,205	\$0	\$238,205 0.7480	\$178.18
● REQ LOCAL EFFORT 0011	\$238,205	\$238,205	\$0	\$238,205 3.1610	\$752.97
● GENERAL FUND 0050	\$238,205	\$238,205	\$0	\$238,205 3.3958	\$808.90
● LIBRARY 0055	\$238,205	\$238,205	\$0	\$238,205 0.4209	\$100.26
● MOSQUITO CONTROL 0520	\$238,205	\$238,205	\$0	\$238,205 0.1781	\$42.42
● PONCE INLET PORT AUTHORITY 0530	\$238,205	\$238,205	\$0	\$238,205 0.0692	\$16.48
● PUBLIC SAFETY FUND 0053	\$238,205	\$238,205	\$0	\$238,205 1.4541	\$346.37
● VOLUSIA ECHO 0058	\$238,205	\$238,205	\$0	\$238,205 0.2000	\$47.64
● VOLUSIA FOREVER 0057	\$238,205	\$238,205	\$0	\$238,205 0.2000	\$47.64
● FLORIDA INLAND NAVIGATION DISTRICT 0065	\$238,205	\$238,205	\$0	\$238,205 0.0288	\$6.86

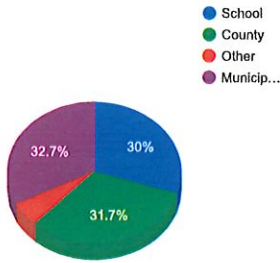
Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

●	HALIFAX HOSPITAL AUTHORITY	\$238,205	\$238,205	\$0	\$238,205	0.7878	\$187.66
●	ST JOHN'S WATER MANAGEMENT DISTRICT	\$238,205	\$238,205	\$0	\$238,205	0.1793	\$42.71
●	HOLLY HILL	\$238,205	\$238,205	\$0	\$238,205	5.9000	\$1,405.41
0200							
						18.2230	\$4,340.81

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$4,340.81
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$4,340.81
				Estimated Tax Amount without SOH/10CAP @	\$4,340.81

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2023	\$238,205	\$0	\$238,205	\$238,205	\$0	\$238,205	\$0
2022	\$232,533	\$0	\$232,533	\$232,533	\$232,533	\$0	\$0
2021	\$226,862	\$0	\$226,862	\$226,862	\$226,862	\$0	\$0
2020	\$226,862	\$0	\$226,862	\$226,862	\$226,862	\$0	\$0
2019	\$226,862	\$0	\$226,862	\$226,862	\$226,862	\$0	\$0
2018	\$226,862	\$9,205	\$236,067	\$236,067	\$236,067	\$0	\$0
2017	\$226,862	\$7,993	\$234,855	\$226,143	\$226,143	\$0	\$0
2016	\$198,504	\$7,081	\$205,585	\$205,585	\$205,585	\$0	\$0
2015	\$198,504	\$6,807	\$205,311	\$205,311	\$205,311	\$0	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	N	S-SQUARE FEET			81,022			4.20	\$238,205
Total Land Value:										\$238,205

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8235 / 2656	2022085160	04/05/2022	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$200,000
6656 / 1936	2011203400	11/30/2011	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$350,000
5715 / 2126	2005335147	12/02/2005	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$590,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
E 100 FT OF LOTS 7 & 8 & LOTS 9 & 10 EXC RD BLK 15 M & C HOLLY HILL MB 2 PG 90 PER OR 5715 PG 2126 PER OR 6656 PG 1936 PER OR 8235 PG 2656	203	14 - 32 - 44	01 - 15 - 0080	27-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
05/22/2018	18-0836	REMOVAL OF SLABS AND STRUCTURE	\$6,900
10/24/2011	12-69	REMOVE TRAILER - #15	\$0
10/24/2011	12-75	REMOVE TRAILER - #43	\$0
10/24/2011	12-74	REMOVE TRAILER - #39	\$0
10/24/2011	12-73	REMOVE TRAILER - #42	\$0
10/24/2011	12-72	REMOVE TRAILER - # 21	\$0
10/24/2011	12-71	REMOVE TRAILER - #18	\$0
10/24/2011	12-70	REMOVE TRAILER - #17	\$0
10/23/2008	09-00000069	DEMO	\$0
10/23/2008	09-00000068	DEMO	\$0
10/23/2008	09-00000067	DEMO	\$0
08/12/2008	08-00001009	DEMO	\$0
08/12/2008	08-00001007	DEMO	\$0
04/15/2008	08-00000647	DEMO	\$0

5. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: 627 RIDGEWOOD LLC

NAME	TITLE	ADDRESS	% OF INTEREST
SEE ATTACHED			

(Use additional sheets for more space.)

6. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: N/A

NAME	ADDRESS	% OF INTEREST
N/A		

Date of Contract: N/A

Please specify any contingency clause related to the outcome of the consideration of the application.

- 6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
- 7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezoning, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

12/7/23
Date

[Signature]
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF VOLUSIA

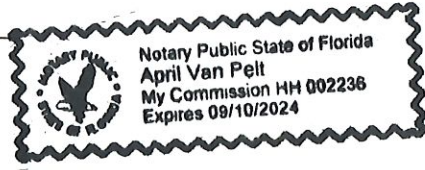
Sworn to (or affirmed) and subscribed before me by Matthew Smith on this 7 day of December, 2023.
Owner, Agent, Applicant Name

[Signature]
Signature of Notary Public

April Van Pelt
Print, Type or Stamp Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced _____



Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
627 RIDGEWOOD LLC

Filing Information

Document Number L21000524661
FEI/EIN Number 88-1991280
Date Filed 12/13/2021
State FL
Status ACTIVE

Principal Address

107 PARK AVENUE
DAYTONA BEACH, FL 32118

Mailing Address

107 PARK AVENUE
DAYTONA BEACH, FL 32118

Registered Agent Name & Address

LANKFORD LAW FIRM, PA
140 SOUTH BEACH STREET
SUITE 310
DAYTONA BEACH, FL 32114

Authorized Person(s) Detail

Name & Address

Title AMBR

ZINKE, GARRETT D
107 PARK AVENUE
DAYTONA BEACH, FL 32118

Title AMBR

SMITH, MATTHEW
12 BRIDGET TERRACE
ORMOND BEACH, FL 32174

Title AMBR

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

ST. ANGELO, CHARLES
14 STUART DRIVE
HOLLY HILL, FL 32117

Title AMBR

BANDORF, ANTHONY
115 JUBILEE CIRCLE
DAYTONA BEACH, FL 32124

Title AMBR

PRICE, RICHARD
635 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Annual Reports

Report Year	Filed Date
2022	04/26/2022
2023	04/27/2023

Document Images

[04/27/2023 -- ANNUAL REPORT](#) [View image in PDF format](#)

[04/26/2022 -- ANNUAL REPORT](#) [View image in PDF format](#)

[12/13/2021 -- Florida Limited Liability](#) [View image in PDF format](#)



HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

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

I, MATHEW SMITH, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 424401150080 hereby affirm that SPENCER KERSHAW (ZEVCOHEN) is hereby designated to act as my authorized agent for the filing of the attached application and make binding statements and commitments regarding the request for a:

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

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

11/22/23
Date

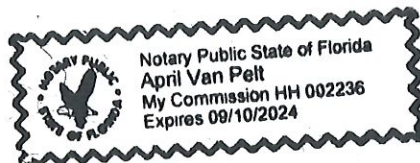
[Signature]
Owner's Signature
Matthew Smith
Owner's Name

STATE OF FLORIDA

COUNTY OF WALTON

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 22 day of November 2023, by Matthew Smith who is personally known to me or produced _____ as identification and did / did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA



[Signature]
Notary Signature
April Van Pelt
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)



CITY OF HOLLY HILL
COMMUNITY DEVELOPMENT DEPARTMENT
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FLORIDA 32117-2807
 TELEPHONE: (386) 248-9442
PERMITDESK@HOLLYHILLFL.ORG

PROJ. #: _____

SITE PLAN/DREDGE & FILL

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

PROJECT

PROJECT NAME: Daytona Climbing Company	
PARCEL ID #(S): 424401150080	
DESCRIPTION OF PROJECT: The construction of a climbing gym with all associated stormwater & utility infrastructure.	
EXISTING USE(S): Vacant	PROPOSED USE(S): Commercial
ZONING: CC-1	FUTURE LAND USE: <small>Gen. Ret. Commercial</small> TOTAL ACREAGE: 1.89 Acre
WATER PROVIDER: City of Holly Hill	SEWER PROVIDER: City of Holly Hill
ARE ANY TREES BEING REMOVED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (IF YES, ATTACH COMPLETED ARBOR APPLICATION)	
IF DREDGE & FILL OR FILL PERMIT, CUBIC YARDS OF FILL PROPOSED: NA	
IF SITE PLAN (CALCULATE IN SQUARE FOOTAGE)	
EXISTING BUILDING AREA: 0	NEW BUILDING AREA: 8,000sf TOTAL: 8,000sf
EXISTING PAVEMENT AREA: 0	NEW PAVEMENT AREA: 23,087 TOTAL: 23,087
TOTAL SQUARE FEET OF IMPERVIOUS SURFACE AREA: 31,087	

APPLICANT

NAME: Matthew Smith	COMPANY: 627 Ridgewood, LLC
ADDRESS: 107 Park Avenue	
CITY: Daytona Beach	STATE: Florida ZIP: 32118
PHONE: 386-299-4017	EMAIL: Matt@daytonaclimbingcompany.com

CONSULTANT

NAME: Spencer Kershaw	COMPANY: Zev Cohen & Associates, Inc
ADDRESS: 300 Interchange Blvd. Suite C	
CITY: Ormond Beach	STATE: Florida ZIP: 32174
PHONE: 386-677-2482	EMAIL: skershaw@zevcohen.com

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): 627 Ridgewood, LLC / Matthew Smith		
ADDRESS: 107 Park Avenue		
CITY: Daytona Beach	STATE: Florida	ZIP: 32118
PHONE: 386-299-4017	EMAIL: Matt@daytonaclimbingcompany.com	

APPLICATION TYPES/FEES

<input checked="" type="checkbox"/> SITE PLAN	\$1,200*
*There may be additional fees (pass-through fees) for reviews of items such as storm-water plans and traffic impact analysis, which are not done by the City. The applicant will be responsible for all fees charged for professional services not performed by the City. The site plan will not be approved until all such fees are paid in full.	

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. (Please attach a copy of the Certificate of Vesting or Test Notice.)

<u>TYPE OF CERTIFICATE</u>	<u>CERTIFICATE NUMBER</u>	<u>DATE ISSUED</u>
VESTING:	_____	_____
TEST NOTICE:	_____	_____

Concurrency Application is attached

Not applicable

I understand that the application for site plan review must include all required submittals as specified in the Land Development Regulations of Holly Hill. Submission of incomplete plans may create delays in review and plan approval.

I hereby represent that I have the lawful right and authority to file this application.

SIGNATURE OF AUTHORIZED APPLICANT

DATE

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

CITY OF HOLLY HILL SITE PLAN CHECKLIST

Site Plan Review.

The applicant shall submit a site plan containing the following information at a scale of 1"=50' or other scale acceptable to the city. Please submit five (5) signed and sealed copies and one electronic copy (**CD or thumb drive**) of the proposed plan and a summary of the checklist requirements identifying where each requirement is addressed on the site plan. If an item is not applicable, note this in the summary report with an explanation of why the item is not applicable.

General

- 1) Statement of ownership of the proposed development, and the names, addresses and telephone numbers of the developer and any project engineers, architects, or planners cover sheet C1 / Application
- 2) Legal description cover sheet C1 / Deed
- 3) Title of the project, date, scale, and north arrow cover sheet C1
- 4) Current zoning and FLU classification(s) cover sheet C1 / Application
- 5) If site is a PD, reference the PD N/A
- 6) Provide a School Impact Analysis if applicable N/A
- 7) Concurrency application Included

Site Plan (See Chapter 90 for Development Standards)

- 1) Place lot dimensions and setbacks on the plan. Included
- 2) Vicinity map at a scale of 1"=2000' with sufficient information to locate the property in the field. Included
- 3) A survey of the subject property, prepared by a registered surveyor, showing the boundaries of the project, and any existing streets, buildings, water courses, easements, and elevations. Included
- 4) Show amount of open space and calculation. Included
- 5) Flood prone and wetland areas. N/A
- 6) Water bodies or courses. N/A
- 7) Site plan showing all proposed buildings and structures, proposed walls with details, access and traffic flow, recreational facilities, refuse collection areas, proposed utilities and existing and proposed topography at one foot (1') contour intervals, dumpster location and enclosure detail. Included
- 8) Show existing vs. proposed improvements and indicate what existing landscaping and improvements are to remain. Included
- 9) Total acreage, project density, and the percentages of total acreage for each permitted use, for building coverage and for impervious surface coverage. Included
- 10) Proposed number, size and location of off-street parking spaces, including handicapped spaces and loading areas. Show how required parking number was calculated. Included
- 11) Statement of proposed arrangements for maintenance of common open space areas and facilities. N/A
- 12) Location and height of all structures and total floor area with dimensions to lot lines, and designation of use. Included
- 13) Building separations. N/A
- 14) Design of all paved areas including dimensions, radii and elevations, as well as plans for traffic control signs and pavement markings. Included
- 15) Location of all drainage features, and retention areas, if any. Lowest floor elevation of proposed buildings. Included
- 16) Computation of pervious and impervious area, in square footage and percentage. Included
- 17) Building floor areas, elevations, sizes, types and typical floor plans.
- 18) Location and type of proposed signs.
- 19) Vehicular circulation system for bicycles, cars and other required vehicle types, with indication of connection to adjacent street.
- 20) All adjacent rights-of-way, with indication of centerline and width, paving width, existing median cuts, driveways, street light poles and power company facilities. Included
- 21) Pedestrian circulation system.
- 22) Existing and proposed fire hydrant locations and water main sizes. Included
- 23) Direction of drainage flows and nature of retention facilities. Included

continues

Landscaping (See Chapters 98 and 106)

- 1) A tree survey at the same scale as the site plan which identifies trees by location, common name and DBH **Included**
- 2) A landscaping plan signed and sealed by a landscape architect including proposed number and type of plants, trees proposed for removal, trees proposed for preservation **Included**
- 3) Arbor permit
- 4) Indication of existing native vegetation that will be preserved **Included**
- 5) Landscaped and buffer areas **Included**

Other

- 1) Submit applicable permits: Gopher Tortoise, St. John's, FDEP, NPDES, FDOT, Other Jurisdiction's required permits
- 2) Traffic Impact Analysis if projects is to generate over 1000 trips per day **N/A**
- 3) Identify known plants and animals which inhabit the site that are listed as federal and state endangered species, threatened species, or species of special concern
- 4) Identify known historic and archaeological sites **N/A**
- 5) Any additional information deemed necessary by any reviewing department or agency, or deemed appropriate by the developer

City of Holly Hill

CONCURRENCY REVIEW APPLICATION

APPLICANT INFORMATION

Applicant Name: 627 Ridgewood, LLC / Matthew Smith
Mailing Address: 107 Park Avenue
City: Daytona Beach
State: Florida
Zip: 32118
Phone Number: 386-299-4017
Fax Number:
Email: Matt@daytonaclimbingcompany.com

OWNER INFORMATION Same as above

Owner Name:
Mailing Address:
City:
State:
Zip:
Phone Number:
Fax Number:
Email:

PROJECT INFORMATION

Project Name: Daytona Climbing Company
Property Address: 627 N. Ridgewood Ave
City: Holly Hill
State: Florida
Zip: 32117

Please list all Tax Parcel ID numbers for all properties included in this proposal/request.

Tax Parcel I.D. #1: 424401150080

Tax Parcel I.D. #2:

Tax Parcel I.D. #3:

Tax Parcel I.D. #4:

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

RESIDENTIAL DATA

Type	Phase	Square Footage	# of Units	Acres	Expected Beginning Date	Expected Completion Date
Single-Family, Detached						
Single-Family, Attached						
Multi-Family						
Other (specify below)						

NON-RESIDENTIAL DATA

Type	Phase	Square Footage	# of Units	Acres	Expected Beginning Date	Expected Completion Date
Climbing Gym	1	8,000	1		04/15/2024	04/15/2025

EXISTING STRUCTURE INFORMATION

Type	Phase	Square Footage	# of Units	Acres	Expected Beginning Date	Expected Completion Date

CONCURRENCY INFORMATION

Traffic

Is a Traffic Study Required?

- Yes – if project will generate more than 1000 daily trips
- No

Phase	Use: Residential Units or Square Footage	ITE Trip Generation Unit	Daily Projected Average Trips
1	8000sf	Health/Fitness(492)=32.93/1000sf	264
Total:			264

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

WATER, SEWER, SOLID WASTE

Please provide the following details related to Potable Water, Sewer and Solid Waste.

Phase	Unit of Measure	Water Impact	Sewer Impact	Solid Waste Impact
1	.1gpd per 1sf	800	800	

STORM-WATER

Submit complete storm-water management plan for water quality and quantity review as part of the Site Plan Review Application. Do not submit the plan as part of this application.

CERTIFICATION

I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am either the property owner(s) of the subject property or am authorized to act on behalf of the property owner(s) in all regards on this matter, pursuant to proof of authorization submitted with the corresponding Application for Site Plan Review. I also understand that submission of this form initiates a review process and does not imply approval by the City. The issuance of a Certificate of Concurrence will require successful completion of the Site Plan Review Process and public hearing approval, if applicable.

Signature: _____ Date: _____

Attachment: PD Application (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Daytona Climbing Company Planned Unit Development (BPUD) located at 627 Ridgewood Ave, Holly Hill, FL, 32117 (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 Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and Daytona Climbing Company, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 3100 S Ridgewood Ave, #154, South Daytona, FL 32119.

WITNESSETH

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 as a world class indoor rock-climbing facility; 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 BPUD shall consist of this Agreement as the Written Development Agreement of the BPUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, (hereinafter the “Master Development Plan”) subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein. 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. Climbing Gym

B. Prohibited principal uses, if any:

1. Unless a use is specifically stated as permitted, it is prohibited.
- C.** Permitted maximum intensity measured in floor area ratio: 4.55
- D.** Impervious surface is not to exceed 75% of the gross square footage for the Subject Property.
- E.** Minimum open space shall be 25% of the subject property.
- F.** Minimum landscaping is as shown and described on the Preliminary Development Plan.
- G.** Minimum lot size area (in acreage or square footage): 82,000 square feet
- H.** Minimum lot width (in feet): 100 feet
- I.** Minimum yard building setbacks:
1. Front yard: 25 ft
 2. Side yard: 10 ft
 3. Street side yard: 25 ft
 4. Rear yard east side abutting homes: 35 ft
- J.** Maximum building height (in feet): 70 ft
- K.** Minimum parking standards are as shown and stated on the Preliminary Plan.
- L.** If abutting residential property, lighting shall not exceed 5-foot candles at the property line.
- M.** The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:
- Phase I – 8,000 square foot rock climbing facility
Phase II – 6,500 building
- N.** Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.
- O.** Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

- P. 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.
- Q. 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.

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

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

9. Indemnification. The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not

guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

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

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder including but not limited to, signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of a Certificate of Occupancy / Completion, on that portion of the Subject Property to which 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 the paragraph below titled, "Notices."

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

13. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The 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.

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

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

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

17. **Notices.** Where notice is herein required to be given, it shall be by certified mail

return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Matthew W. Smith
Daytona Climbing Company LLC
3100 S Ridgewood Ave, #154,
South Daytona, FL 32119

With copy to:

Garrett Zinke
Daytona Climbing Company LLC
3100 S Ridgewood Ave, #154,
South Daytona, FL 32119

CITY'S REPRESENTATIVES:

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

With copy to:

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

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

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

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

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

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

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

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

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

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

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

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any

provisions of the City’s Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. **Future phases of an approved project may be handled as a minor amendment if such method of approval is specifically authorized by the City Commission at the time that the first phase is approved.**

Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

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

EXHIBIT A

LEGAL DESCRIPTION:(O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL’S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL’S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Development Agreement (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

**EXHIBIT B
Preliminary Development Plan**

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

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

Attachment: Development Agreement (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

Signature of Witness #2

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA
COUNTY OF _____

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

DEVELOPER

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

By:

Signature

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA
COUNTY OF _____

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

Attachment: Development Agreement (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

reliance by the City of Holly Hill, Florida

Scott Simpson
City Attorney

Attachment: Development Agreement (4441 : Route 1 Climbing PD Aka Daytona Rock Climbing Rezone)

