

# CITY OF HOLLY HILL, FLORIDA

## BOARD OF PLANNING AND APPEALS

AGENDA • JULY 12, 2021

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Large Conference Room

BOPA Regular Meeting

6:00 PM

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CITY HALL  
1065 RIDGEWOOD AVENUE  
HOLLY HILL, FL 32117

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



Large Conference Room  
City Hall  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

### **PLANNING & APPEALS BOARD MEMBERS**

**Chairman**  
Mike Myer

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**Board Member**  
Arthur J. Byrnes

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**Board Member**  
Dennis Smith

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**Board Member**  
Robin D. Hanger

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**Board Member**  
Tony Cassata

**CITY PLANNER**  
Brian Walker

**Building & Zoning**  
Eleni Deligianis

**1. CALL TO ORDER****2. INVOCATION****3. PLEDGE OF ALLEGIANCE****4. BOPA MINUTES APPROVAL****1. Minutes - May 3, 2021 BOPA Meeting**

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

**5. 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)

**6. OLD BUSINESS****7. BOARD/STAFF COMMUNICATIONS****8. ADJOURNMENT**

**Website Address – [www.hollyhillfl.org](http://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**

4.1

**Board of Planning and Appeals  
Agenda Item**

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**MEETING DATE:** July 12, 2021  
**FROM:** Eleni Deligianis  
**SUBJECT:** Minutes - May 3, 2021 BOPA Meeting  
**NUMBER:** (ID # 3361)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

Minutes from May 3, 2021 BOPA meeting.

**MOTION:**

Approve as submitted by staff.

- BOPA May 2021 MInutes (PDF)



# CITY OF HOLLY HILL, FLORIDA

## BOARD OF PLANNING AND APPEALS

MINUTES • MAY 3, 2021

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

| Attendee Name    | Title        | Status  | Arrived |
|------------------|--------------|---------|---------|
| Arthur J. Byrnes | Board Member | Present |         |
| Mike Myer        | Chairman     | Present |         |
| Robin D. Hanger  | Board Member | Present |         |
| Dennis Smith     | Board Member | Present |         |
| Tony Cassata     | Board Member | Present |         |

### 2. INVOCATION

Mike Myer led the Invocation.

### 3. PLEDGE OF ALLEGIANCE

Mike Myer led the Pledge of Allegiance.

### 4. BOPA MINUTES APPROVAL

- Minutes - April 5Th, 2021 BOPA Meeting

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



### 5. AGENDA ITEM(S)

- 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 as 1860 N Nova Road and 1529 Old Kings Road Having Parcel Numbers 424231010280 and 424231010270 Respectively, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Mxz (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit a from I-1 (Light Industrial) and B-5 (Heavy Commercial) to Cc-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

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

The Applicant has petitioned for the parcels in question to be annexed into the City of Holly Hill. At its regular meeting on March 23, 2021, the City Commission voted unanimously to approve the annexation. The property now needs to receive City zoning and be included in the City of Holly Hill's Comprehensive Plan.

The Applicant is requesting a Small Scale Future Land Use Amendment from Volusia County's future land use designation of MXZ (Mixed Use Zone) to General Commercial (Holly Hill) and a Rezone from I-1 (Light Industrial) and B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill).

Staff recommends adoption of the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) AND adoption of the proposed Ordinance enacting a Rezone from I-1 (Light Industrial) and B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.45 acres located about 500 feet south of Flomich St. between N Nova Road and Old Kings Road.

***Motion to recommend the Comprehensive Plan Amendment by Robin Hanger and seconded by Tony Cassata. Motion to approve the Rezone by Robin Hanger and seconded by Arthur Byrnes.***



**6. OLD BUSINESS**

None.

**7. BOARD/STAFF COMMUNICATIONS**

Board Member Robin Hanger brought up the question of moving the monthly BOPA meeting to 5:30PM. The issue was discussed but no decision was made at the time.

**8. ADJOURNMENT**

BOPA Meeting Adjourned by Mike Myer at 6:19PM.



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

**Board of Planning and Appeals  
Ordinance**

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**MEETING DATE:** July 12, 2021  
**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 # 3356)  
**APPLICANT:** Brian Walker  
**PLANNER:**

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**INTRODUCTION:**

Nova Road South (1137) PD Rezone - Consider a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 2.169 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road. (Aerial Hydraulics, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

**BACKGROUND:**

The parcel addressed as 1137 Nova Road S is zoned CC-1 (Commercial Corridor) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop a recreational vehicle and boat storage facility in conjunction with a sports facility on the same site. The property is currently the location for an automotive body shop and the applicant proposes to eliminate this use.

The BPUD is being requested in order to allow new uses and provide flexibility with regard to parking standards and buffering that could not be achieved under a straight zoning district.

**COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:**

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and MXZ (VC) Zoning is CC-1 and B-5 (VC)

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

East: FLU is Low Density Residential and UMI (VC) and Zoning is R-5 (VC)

West: FLU is General Commercial and MXZ (VC) and Zoning is CC-1 and I-1 (VC)

**Site Analysis**

**Floodplain Impacts:**

Based on FIRM Map 12127C0214J, 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 is currently on septic and well. However the site will be required to connect to public utilities.

**Transportation/Traffic:** Access to the property is from Nova Road.

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

**Sidewalks:**

There is an existing sidewalk along the east side of S Nova Road.

**Landscaping and Buffers:**

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

**Consistency with the Land Development Code and Appropriateness of the Requested Zoning**

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

The appropriateness of the requested uses within the BPUD have also been evaluated and compared to the existing uses in the immediate area. The property is currently zoned CC-1. This district is intended to promote a relatively intense mix of uses including general retail, wholesale commercial, light industrial and limited residential uses. The uses requested within the BPUD are as follows:

1. Mini-Warehouses
2. Recreational Vehicle and Boat Storage
3. Indoor Private Recreational Areas
4. Outdoor Private Recreational Areas and Facilities
5. Retail sales and services

Of these uses, only mini-warehouses and retail sales and services are specifically permitted in the CC-1 zoning district. However, there is an indoor sports and gymnastics facility next to the property under review as well as an industrial zoning district immediately across the street. Part of the stated purpose of the industrial zoning district

is to accommodate industrial operations engaged in the fabricating, repair, or storage of manufactured goods. Based on the uses currently surrounding the property, the uses requested within the BPUD are not incompatible with the area or nearby zoning districts.

The request is consistent with the Land Development Regulations of Holly Hill and appropriate for the area.

**Consistency with the Comprehensive Plan**

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

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

**STAFF RECOMMENDATION:**

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) and the associated Development Agreement and Preliminary Plan, for approximately 2.38 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road.

**ATTACHMENTS:**

- Survey (PDF)
- Exhibit A to Dev Agreement - Legal Description (PDF)
- Exhibit B to Dev Agreement - Preliminary Development Plan (PDF)
- Current Zoning & FLU (PDF)
- Flood Map (PDF)
- Proposed BPUD Zoning. (PDF)
- Development Agreement - BPUD (PDF)

**Ordinance No. (ID # 3356)**

**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.**

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM 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 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****PARCEL 1:**

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

**PARCEL 2:**

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

## PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD, ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES:

- BEARING STRUCTURE ASSUMED (N25°44'49"W) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF S.R. 5A (NOVA ROAD), FOR ANGLE MEASUREMENT ONLY.
- LEGAL DESCRIPTION PER OFFICIAL RECORDS BOOK 7536 PAGE 1497, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NO TITLE WORK PROVIDED TO THIS SURVEYOR.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 30' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWN RISK.
- RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
- FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF HOLLY HILL, FLORIDA NUMBER 125112, PANEL NUMBER 12127 C 0214 J, DATED: FEBRUARY 19, 2014. THE PROPERTY IS IN FLOOD ZONES "X".
- DATA SOURCES:  
ELEVATIONS REFER TO (NGVD) NATIONAL GEODETIC VERTICAL DATUM 1929. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NGVD DATUM OF 1929. BENCHMARK, FLORIDA DEPARTMENT OF TRANSPORTATION 4"x4" CONCRETE MONUMENT, BRASS DISK STAMPED 79 98 A BM 6023, DESIGNATION: 79 98 A BM 6023, ELEVATION = 30.74 (NGVD29)  
A.) BENCHMARK #1 FOUND CONCRETE MONUMENT LOCATED NORTHWESTERLY CORNER OF INTERSECTION OF GOLF AVENUE AND S.R. 5A (NOVA ROAD) ELEVATION = 29.61' (NAVD 88)  
B.) BENCHMARK #2 FOUND X-CUT LOCATED ALONG BACK OF WALK MARKING THE NORTHWESTERLY PROPERTY CORNER, ELEVATION = 28.95' (NAVD 88)
- HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.  
A.) FLEMING FITCH GRANT, AS RECORDED IN MAP BOOK 1, PAGES 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.  
B.) OFFICIAL RECORDS BOOK 7546, PAGE 1179, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATION.
- LIMITATIONS:  
A.) WHEN SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN, THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUTES RULE 51-17.052(2)(D)(4), THIS SURVEYOR DOES NOT ACCEPT ANY RESPONSIBILITY AND / OR BE HELD NEGLIGENT FOR ANY ERRONEOUS ERRORS DUE TO POSSIBLE DOCUMENTATION, THAT MIGHT COME UP LATER OR NOT PROVIDED, THIS SURVEYOR ALSO RETAINS THE RIGHT TO REVISE THIS SURVEY, BASED ON THE NEW INFORMATION, EVIDENCE (OTHER SURVEYS BY OTHER SURVEYING COMPANIES, DEEDS AND ANY DOCUMENTS BROUGHT FORWARD DURING OR AFTER THE COMPLETION OF THIS SURVEY. THIS SURVEYOR WILL TRY TO CONTACT OTHER LOCAL SURVEYORS FOR POSSIBLE HELPER SURVEYS TO COMPLETE A MORE ACCURATE SURVEY. THE SURVEY IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM, FROM WHICH IS FORMULATED ON HIS / OR HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME ANY RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM SUCH ERRONEOUS, OMITTED INCORRECT INFORMATION WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION. THIS SURVEY DOES NOT DETERMINE, REFLECT OR CONSTITUTE OWNERSHIP. THE SURVEY AND ITS ITEMS: FIELD NOTES AND DRAWING, IS NOT THE OWNERSHIP OF THE CLIENT IT IS THE OWNERSHIP OF THE SURVEYOR. THE SURVEY IS ONLY VALID AT THE TIME OF FIELD INSPECTION.  
B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM SUCH ERRONEOUS, OMITTED INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.  
C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY. PER FLORIDA STATUTES CHAPTER RULE 51-17.051(3)(B)(6)  
D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.  
E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN IS TAKE FROM VOLUSIA COUNTY PROPERTY WEB SITE.  
F.) TREE INFORMATION:  
1.) TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME, HOWEVER THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF THE A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.  
G.) TOPOGRAPHIC SURVEY:  
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.

LEGEND:

|                                           |                                         |  |                   |
|-------------------------------------------|-----------------------------------------|--|-------------------|
| (D) DEED OR DESCRIPTION                   | ● IRON ROD AND CAP (AS NOTED)           |  | BUILDING HATCH    |
| F.F. FINISHED FLOOR                       | ○ IRON PIPE (AS NOTED)                  |  | CHAIN LINK FENCE  |
| FD FOUND                                  | ○ PARKER KALON NAIL AND DISK (AS NOTED) |  | TOP OF BANK       |
| FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY  | ○ X-CUT (AS NOTED)                      |  | TOE OF SLOPE      |
| F.I.R.M. FLOOD INSURANCE RATE MAP         | □ CONCRETE MONUMENT (AS NOTED)          |  | DIRT DRIVE        |
| FL FLORIDA                                | □ CONCRETE LIGHT POLE                   |  | CENTER LINE SWALE |
| F.O.B. FIBER OPTIC BOX                    | ◇ WOOD POWER POLE                       |  | FLOW CHANNEL      |
| G.F. GARAGE FLOOR FINISHED                | ◇ MAIL BOX                              |  |                   |
| ID IDENTIFICATION                         | ◇ SANITARY SEWER                        |  |                   |
| IR(C) IRON ROD & CAP (AS NOTED)           | ◇ CATCH BASIN                           |  |                   |
| IR(P) IRON PIPE & CAP (AS NOTED)          | ◇ FIBER OPTIC PEDESTAL                  |  |                   |
| LC LICENSED BUSINESS                      | □ ELECTRIC BOX                          |  |                   |
| LLC LICENSED CORPORATION                  |                                         |  |                   |
| LS LIMITED LIABILITY COMPANY              |                                         |  |                   |
| LS LICENSED SURVEYOR                      |                                         |  |                   |
| (M) MEASURED                              |                                         |  |                   |
| NAVD NORTH AMERICAN VERTICAL DATUM        |                                         |  |                   |
| NGVD NATIONAL GEODETIC VERTICAL DATUM     |                                         |  |                   |
| O.R. OFFICIAL RECORDS                     |                                         |  |                   |
| (P) PLAT                                  |                                         |  |                   |
| PG(S) PAGE/PAGES                          |                                         |  |                   |
| PKD PARKER KALON NAIL AND DISK (AS NOTES) |                                         |  |                   |
| RLS RIGHT-OF-WAY                          |                                         |  |                   |
| RLS REGISTERED LICENSED SURVEYOR          |                                         |  |                   |
| No. NUMBER                                |                                         |  |                   |

BENCHMARK #1

BM FD  
FLORIDA DEPARTMENT OF  
TRANSPORTATION  
4"x4" CONCRETE MONUMENT  
BRASS DISK STAMPED  
79 98 A BM 6023  
ELEVATION = 29.61' (NAVD 88)  
LOCATED NORTHWESTERLY  
CORNER OF GOLF AVENUE  
AND S.R. 5A (NOVA ROAD)

1137 SOUTH NOVA ROAD  
Holly Hill, Florida

PALM DRIVE



NOVA ROAD  
(S.R. 5A)  
(VARYING WIDTH)

CERTIFIED TO:

TYPE OF SURVEY:  
Boundary, Topographic  
REVISIONS:  
SITE ADDRESS:  
1137 & 1151 S. Nova Road  
Holly Hill, Florida  
PROJECT:  
19-0129  
Field Work by: KM Date: 02/07/19 Office Work by: BR Date: 02/12/19  
Field Book: 12 Page: Scale: 1" = 30'

**S A I A**  
SURVEYING, INC.  
Professional Surveying & Mapping  
Phone: 386.638.9361  
555 W Granada Blvd., Suite D7, Orlando Beach, Florida 32174 LB 8205  
THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PER CHAPTER 5317-6, SECTION 472.01, FLORIDA STATUTES, NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE STATE OF FLORIDA.  
David McMillen  
02-14-2019  
PSM #6378

**LEGAL DESCRIPTION:****PARCEL 1:**

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

**PARCEL 2:**

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

**PARCEL 3:**

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

## PROJECT TEAM

CIVIL ENGINEER / NEWKIRK ENGINEERING, INC.  
PROJECT MANAGER / 1230 NORTH US HIGHWAY 1, SUITE 3  
LANDSCAPE ARCHITECT: ORMOND BEACH, FL 32174  
PHONE: (386) 872-7794  
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

**SURVEYOR:** A1A SURVEYING, INC.  
555 W GRANADA BOULEVARD, SUITE D7  
ORMOND BEACH, FL 32174  
PHONE: (386) 672-3633  
EMAIL: ALLEN@AIASURVEYING.COM

**SECTION 42, TOWNSHIP 14 S, RANGE 32 E**  
**TAX PARCEL ID # 424204210133**  
**1137 SOUTH NOVA ROAD**  
**HOLLY HILL, FL 32174**

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

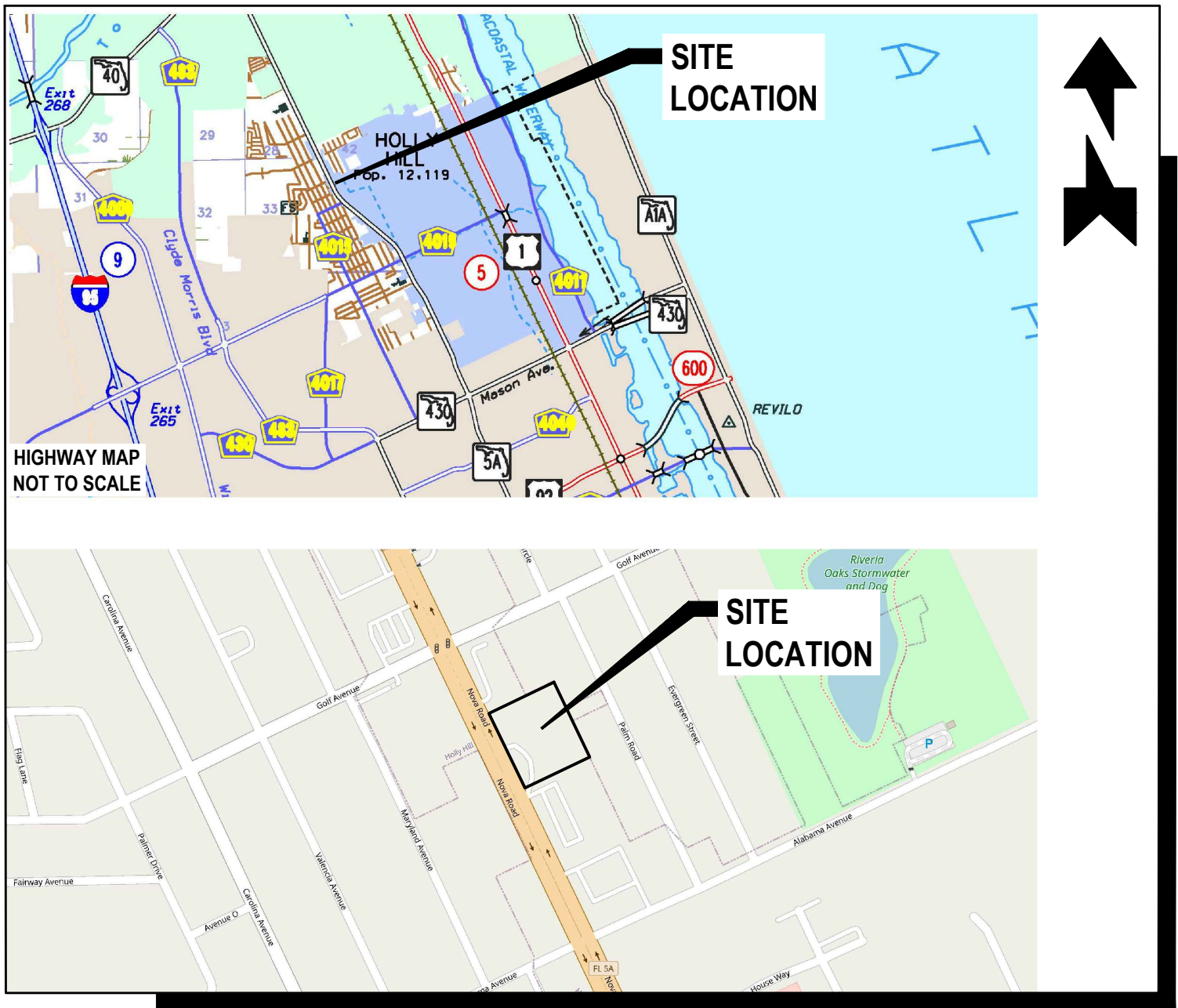
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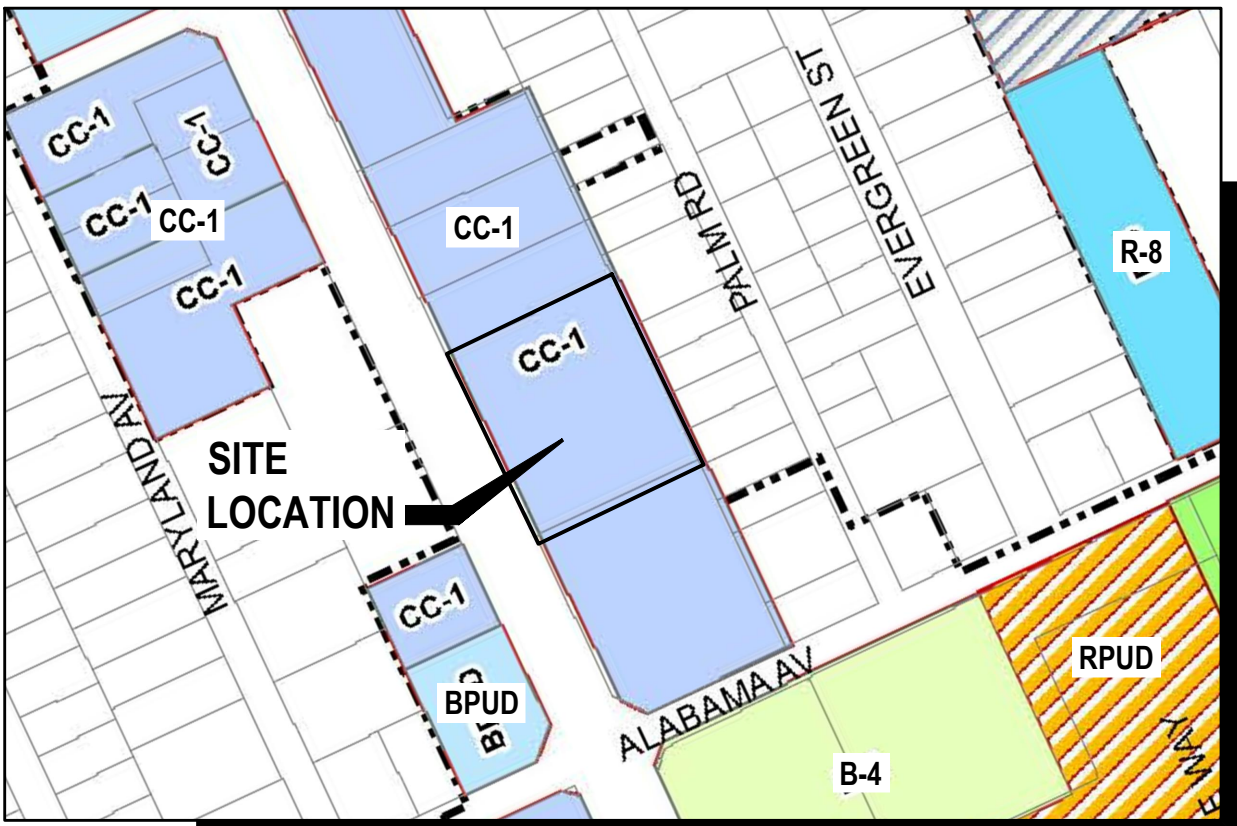
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PROPOSE TO REZONE FROM CC-1 TO BPUD. FOR A A MIXED USE DEVELOPMENT CONSISTING OF MULTI-USE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE WITHIN A 2.38 ACRE COMMERCIAL PROPERTY.

## CITY OF HOLLY HILL (REZONE) RZ2021-04



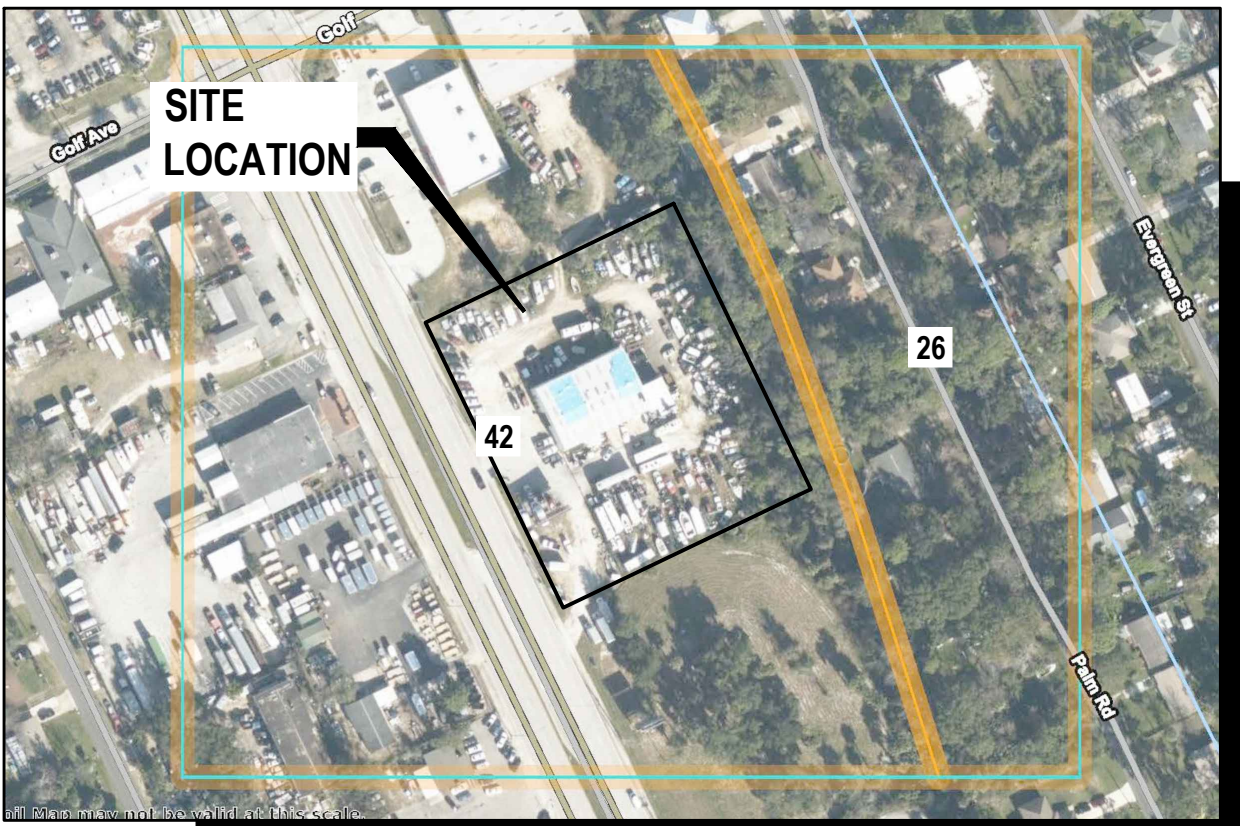
**LOCATION MAP**  
SCALE: 1" = 600'



# ZONING MAP

ZONING : CC-1 (COMMERCIAL CORRIDOR DISTRICT)

SCALE: 1" = 300'



**SOILS MAP** SOIL TYPES: (42) PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES  
SCALE: 1" = 200'

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

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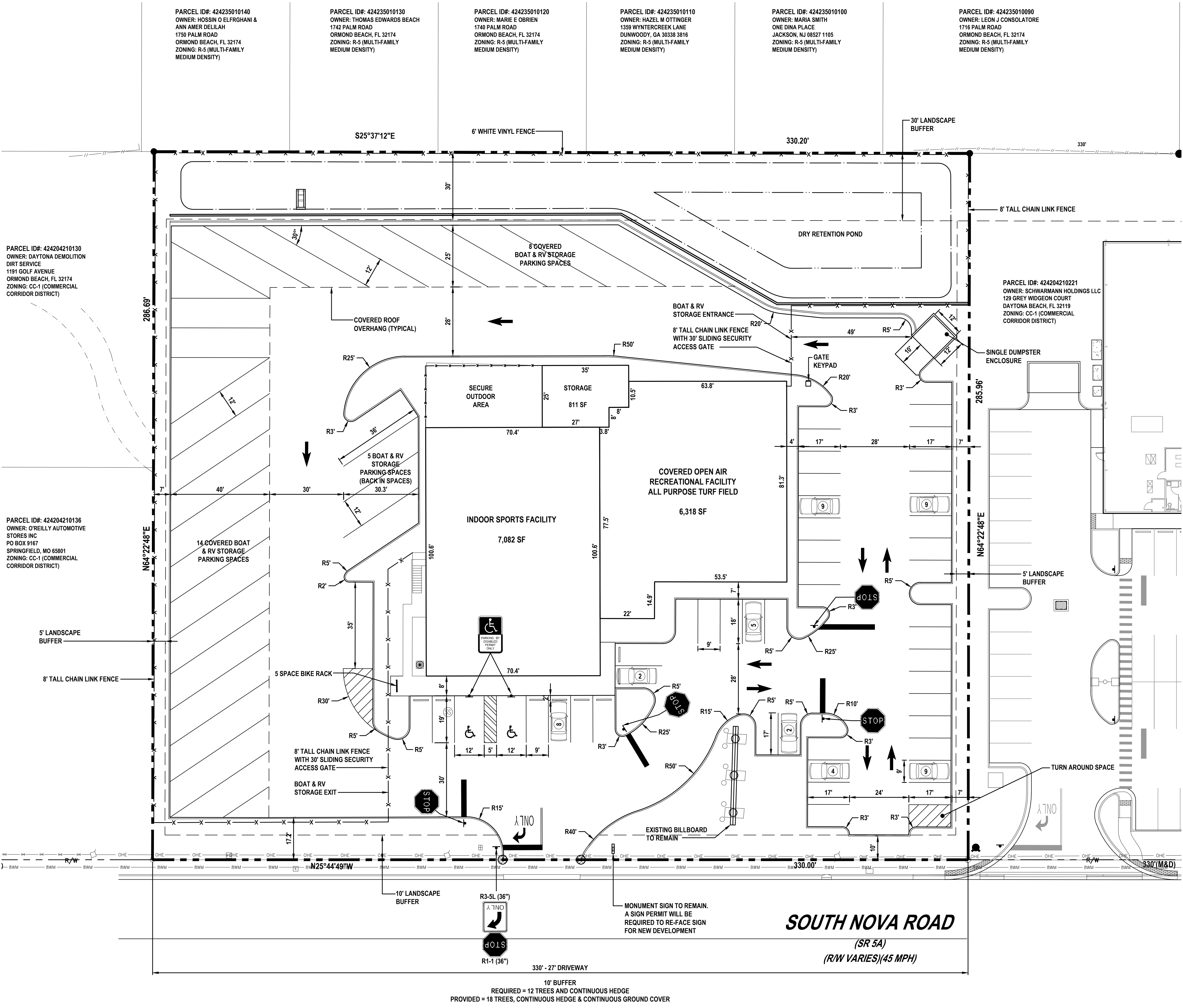
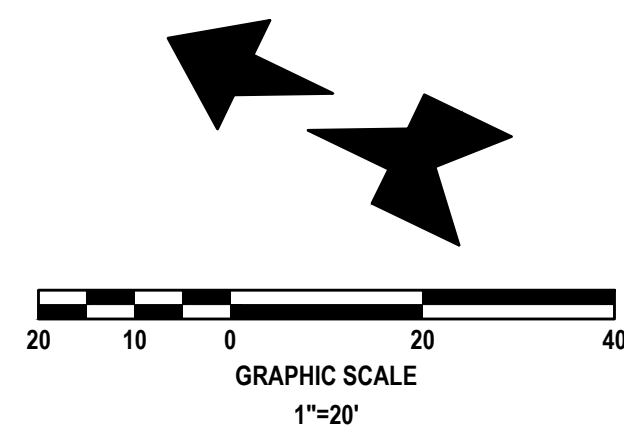
**NEWKIRK**  
ENGINEERING INC.



HARRY H. NEWKIRK, P.E. # 62971

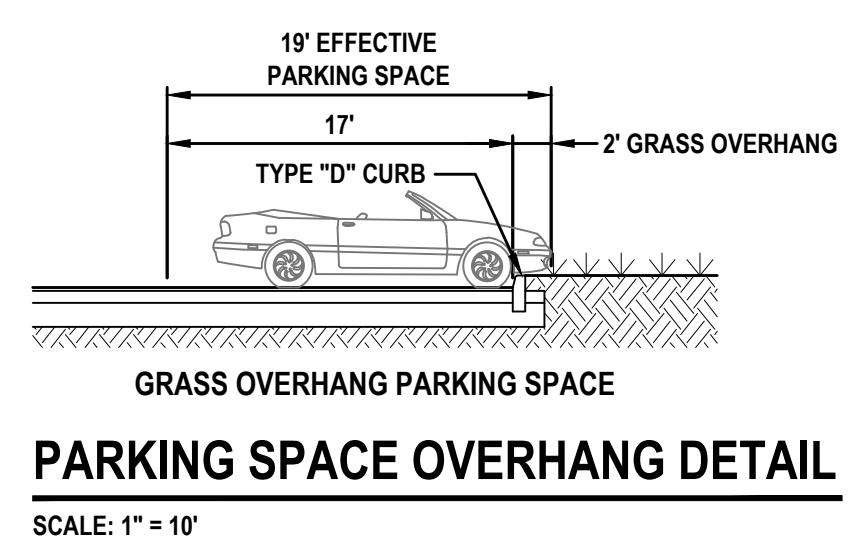
DRAWING NUMBER

# 1



SITE DEVELOPMENT USAGE

| 1. BUILDING DEVELOPMENT REQUIREMENTS       |          | 2. COVERED VEHICLE STORAGE SPACES |           |
|--------------------------------------------|----------|-----------------------------------|-----------|
| A. SETBACKS                                |          | A. SETBACKS                       |           |
| i. FRONT:                                  | 15 FEET  | i. FRONT:                         | 15 FEET   |
| ii. REAR:                                  | 35 FEET  | ii. REAR:                         | 30 FEET   |
| iii. SIDE:                                 | 10 FEET  | iii. SIDE:                        | 5 FEET    |
| iv. SIDE CORNER:                           | N/A FEET | iv. SIDE CORNER:                  | N/A       |
| B. MAXIMUM BUILDING HEIGHT:                | 35 FEET  |                                   |           |
| C. MINIMUM OPEN SPACE:                     | 25%      |                                   |           |
| D. MAXIMUM IMPERVIOUS AREA:                | 75%      |                                   |           |
| E. MAXIMUM BUILDING COVERAGE:              | 50%      |                                   |           |
| F. MAXIMUM FLOOR AREA RATIO:               | 1.0      |                                   |           |
| 3. PROPOSED SITE COVERAGE:                 |          | SQ. FT                            | ACRE      |
| BUILDING                                   |          | 14,211                            | 0.326     |
| PAVEMENT                                   |          | 49,830                            | 1.144     |
| CONCRETE SIDEWALKS / PATIOS                |          | 2,254                             | 0.052     |
| OPEN SPACE                                 |          | 28,191                            | 0.647     |
| TOTAL SITE                                 |          | 94,486                            | 2.169     |
| TOTAL IMPERVIOUS                           |          | 66,295                            | 1.522     |
| FLOOR AREA RATIO (FAR)                     |          | 0.15                              | (0.5 MAX) |
| 4. PARKING REQUIREMENTS                    |          |                                   |           |
| RECREATIONAL FACILITY - 1 SPACE PER 300 SF |          |                                   |           |
| = 13,400 SF / 300 SF = 45 SPACES           |          |                                   |           |
| STORAGE - 1 SPACE PER 4,000 SF             |          |                                   |           |
| = 811 SF / 4,000 SF = 1 SPACES             |          |                                   |           |
| TOTAL PARKING REQUIRED =                   |          | 46 SPACES                         |           |
| 5. PARKING PROVIDED                        |          | SPC                               | %         |
| HANDICAP                                   |          | 2                                 | 4.2       |
| STANDARD                                   |          | 46                                | 95.8      |
| TOTAL PARKING PROVIDED                     |          | 48                                | 100.0     |
| 6. BICYCLE PARKING PROVIDED                |          | 5                                 |           |



REVISIONS

| DATE    | DESCRIPTION   |
|---------|---------------|
| 6/11/21 | CITY COMMENTS |
|         |               |
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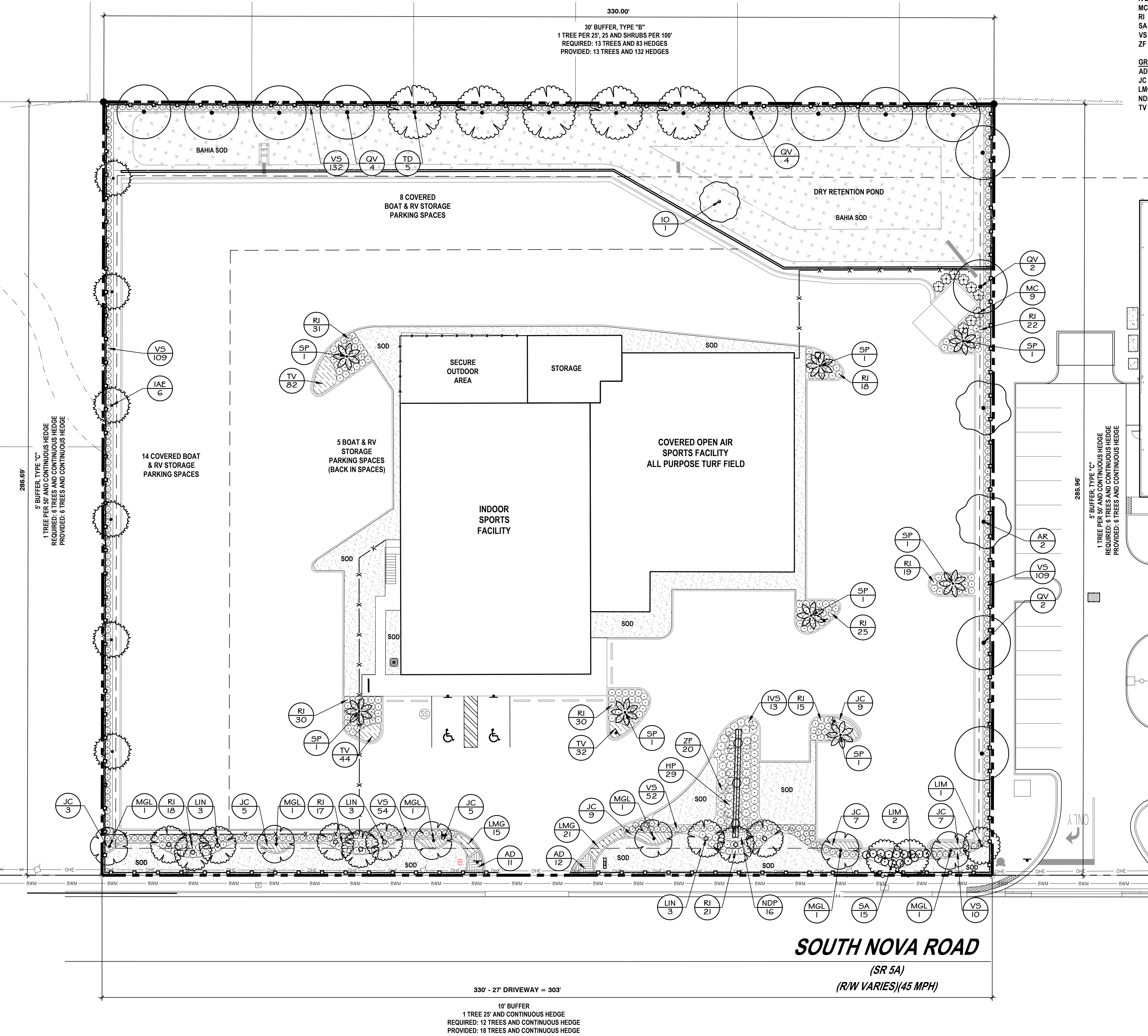
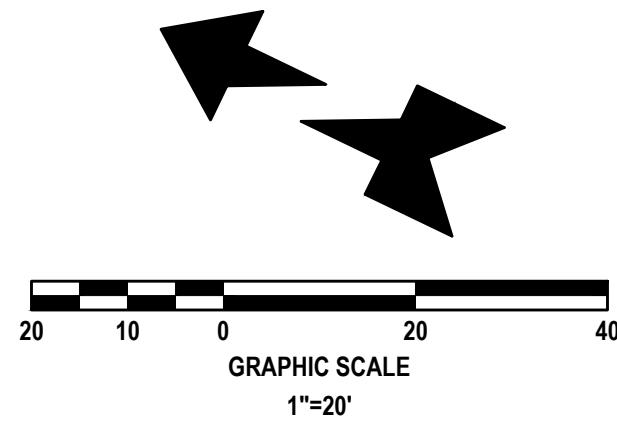
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SITE LAYOUT PLAN  
VOLUSIA SPORTS & STORAGE CENTER  
1137 S NOVA ROAD  
HOLLY HILL, FL 32174

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HARRY H. NEWKIRK  
P.E. # 62971  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

|                |            |
|----------------|------------|
| PROJECT No:    | 2021-100   |
| DATE:          | APRIL 2021 |
| DESIGN BY:     | HHN        |
| DRAWN BY:      | NWS        |
| CHECKED BY:    | HHN        |
| SCALE:         | 1" = 20'   |
| DRAWING NUMBER |            |



PLANT SCHEDULE

| PALM TREES       |     | BOTANICAL NAME                            | COMMON NAME                    | SIZE                        | REMARKS        |
|------------------|-----|-------------------------------------------|--------------------------------|-----------------------------|----------------|
| SP               | 8   | SABAL PALMETTO                            | CABBAGE PALMETTO               | 14' - 18' C.T., MIXED       |                |
| SHADE TREES      |     | BOTANICAL NAME                            | COMMON NAME                    | SIZE                        | REMARKS        |
| AR               | 2   | ACER RUBRUM                               | RED MAPLE                      | 2.5" CAL., 10' HT.          |                |
| QV               | 12  | QUERCUS VIRGINIANA                        | SOUTHERN LIVE OAK              | 2.5" CAL., 10' HT.          | FULL           |
| TD               | 5   | TAXODIUM DISTICHUM                        | BALD CYPRESS                   | 2.5" CAL., 10' HT.          | FULL           |
| UNDERSTORY TREES |     | BOTANICAL NAME                            | COMMON NAME                    | SIZE                        | REMARKS        |
| IO               | 1   | ILEX OPACA                                | AMERICAN HOLLY                 | 2" CAL., 8' HT.             | FULL           |
| IAE              | 6   | ILEX X ATTENUATA 'EAGLESTON'              | EAGLESTON HOLLY                | 1.5" CAL., 8' HT.           |                |
| LIM              | 3   | LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE' | MUSKOGEE CRAPE MYRTLE          | 30 GAL., 1.5" CAL., 10' HT  | M.T. LILAC     |
| LIN              | 9   | LAGERSTROEMIA X 'NATCHEZ'                 | WHITE CRAPE MYRTLE MULTI-TRUNK | 1.5" CAL., 8' HT.           | FULL           |
| MGL              | 6   | MAGNOLIA GRANDIFLORA 'LITTLE GEM'         | DWARF SOUTHERN MAGNOLIA        | 1.5" CAL., 8' HT.           |                |
| SHRUBS           |     | BOTANICAL NAME                            | COMMON NAME                    | SIZE                        | REMARKS        |
| HP               | 29  | HAMELIA PATENS                            | FIREBUSH                       | 3 GAL., 24" HT, X 18" SPRD. | 36" O.C.       |
| IVS              | 13  | ILEX VOINITORIA 'NANA'                    | DWARF 'YAUPON HOLLY            | 3 GAL., 36" HT, X 12" SPRD  | FULL, 36" O.C. |
| MC               | 9   | MYRICA CERIFERA                           | WAX MYRTLE                     | 7 GAL., 36" HT, X 12" SPRD  | 48" O.C., FTG  |
| RI               | 246 | RHAPHIOLEPIS INDICA                       | INDIAN HAWTHORN                | 3 GAL., 30" HT              | FULL, 30" O.C. |
| SA               | 15  | SCHEFFLERA ARBORICOLA 'TRINETTE'          | TRINETTE VARIEGATED SCHEFFLERA | 3 GAL.                      |                |
| VS               | 466 | VIBURNUM SUSPENSUM                        | SANDANKWA VIBURNUM             | 3 GAL., 30" HT              | 30" O.C.       |
| ZF               | 20  | ZAMIA FLORIDANA                           | COONTIE CYCAD                  | 3 GAL.                      | FULL, 36" O.C. |
| GROUND COVERS    |     | BOTANICAL NAME                            | COMMON NAME                    | SIZE                        | REMARKS        |
| AD               | 23  | ASPARAGUS DENSIFLORUS 'MYERS'             | FOXTAIL FERN                   | 1 GAL., 12" HT              | 24" O.C.       |
| JC               | 45  | JUNIPERUS CONFERTA                        | SHORE JUNIPER                  | 1 GAL.                      | FULL, 30" O.C. |
| LMG              | 36  | LIRIOPE MUSCARI 'EVERGREEN GIANT'         | EVERGREEN GIANT LILYTURF       | 1 GAL., 12" HT              | 18" O.C., FULL |
| NDP              | 16  | NANDINA DOMESTICA 'FIREPOWER'             | FIREPOWER HEAVENLY BAMBOO      | 3 GAL., 12" HT, X 12" SPR.  | 18" O.C.       |
| TV               | 158 | TULBAGHIA VIOLACEA                        | SOCIETY GARLIC                 | 12" HT                      | 12" O.C., FULL |

LEGEND

|  |                   |
|--|-------------------|
|  | ST. AUGUSTINE SOD |
|  | BAHIA SOD         |

One Nation...  
One Number...

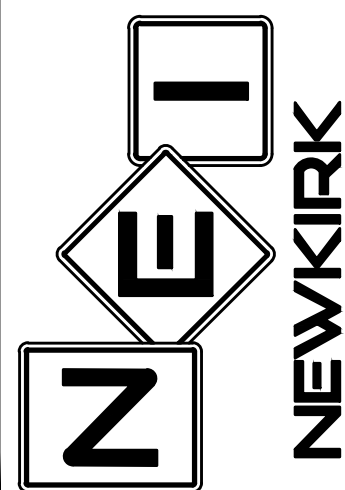


**WARNING !!**  
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

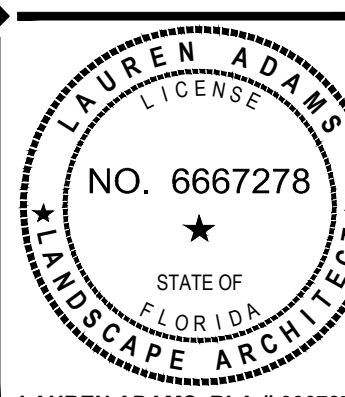
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**LANDSCAPE PLAN**  
**VOLUSIA SPORTS & STORAGE CENTER**  
1137 S NOVA ROAD  
HOLLY HILL, FL 32174

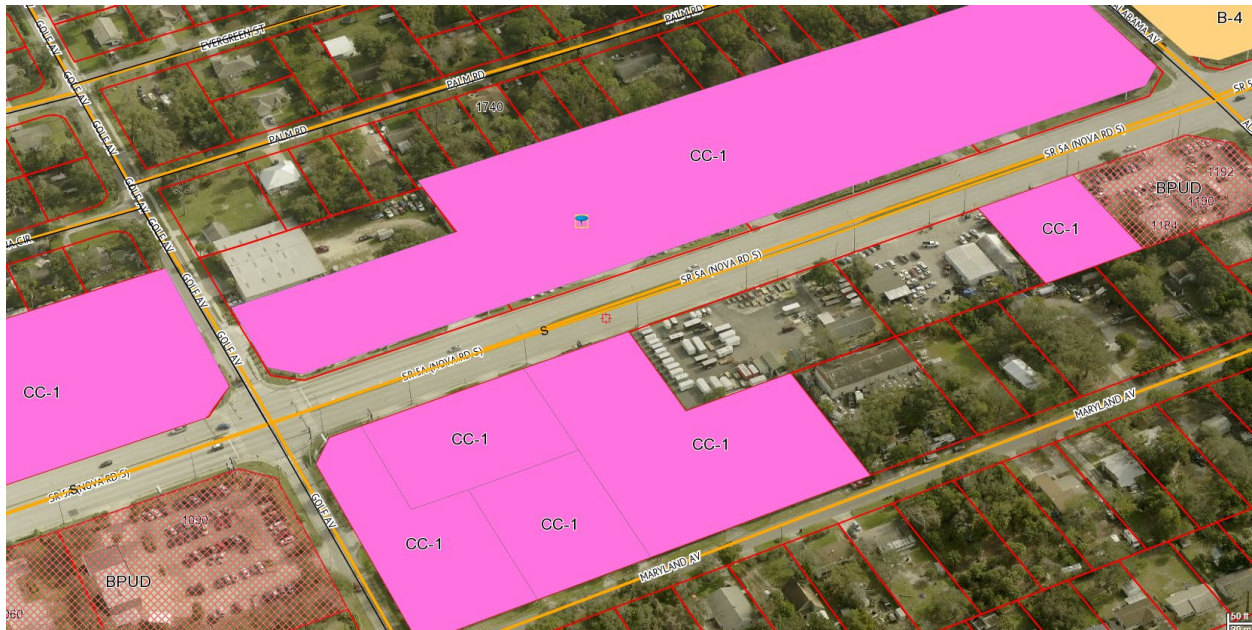
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|                |            |
|----------------|------------|
| PROJECT No:    | 2021-100   |
| DATE:          | APRIL 2021 |
| DESIGN BY:     | LAA        |
| DRAWN BY:      | BWV        |
| CHECKED BY:    | LAA        |
| SCALE:         | 1" = 20'   |
| DRAWING NUMBER |            |

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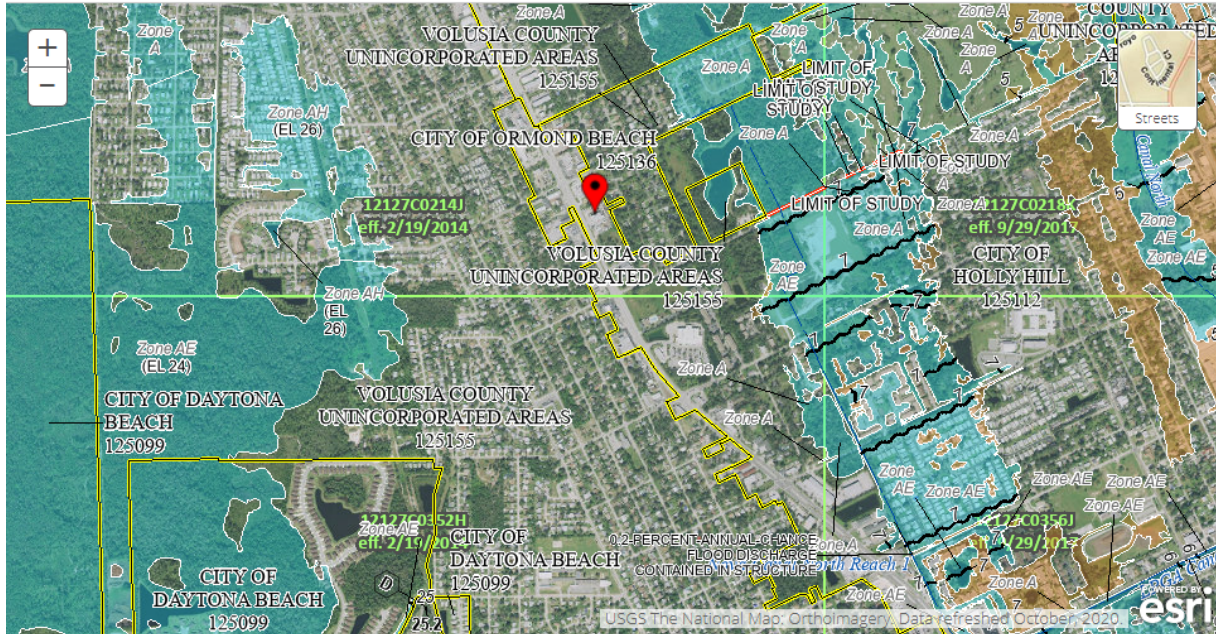
### CC-1 Current Zoning



### General Commercial – Current FLU



## Current Zoning & FLU (Holly Hill)



# Flood Map



## Proposed BPUD Zoning

**THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

For Recording Purposes Only

**Exhibit “B” to Ordinance No. \_\_\_\_\_**

**DEVELOPMENT AGREEMENT** for the project known as Volusia Sports and Storage Center Planned Unit Development (PUD) located at 1137 South Nova Road, Holly Hill, FL 32174 (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 \_\_\_\_\_, 2021, 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 Aerial Hydraulics, Inc., (hereinafter referred to as the “Owner” or “Owner/Developer”).

### **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; 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 or 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 and concurrency management system, and this Agreement does not replace, supersede, or grant variances to those 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 have sought the City's approval to develop the Subject Property, and the City approved Ordinance No. [REDACTED], 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 Agreement of the PUD and the Preliminary Plan aka Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

**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. **Ownership.** The legal and equitable owner of the Subject Property is Aerial Hydraulics, Inc.
3. **Proof of Ownership.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, adequate proof to verify 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.
4. **Subordination/Joinder.** Unless otherwise agreed to by the City, and if applicable, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder must join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder,

in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

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

6. **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. Development standards are as follows:

A. Must comply with the City's Comprehensive Plan Policies.

B. Permitted principal uses allowable on the Subject Property:

1. Mini-Warehouses
2. Recreational Vehicle and Boat Storage
3. Indoor Private Recreational Activities
4. Outdoor Private Recreational Activities and Facilities
5. Retail sales and services

C. Prohibited principal uses in addition to any use not specifically stated:

1. Used Car Lots
2. Self-service Laundromats
3. Paint and Body Shops
4. Auto, Motorcycle and Marine Repair

D. Proposed maximum intensity (measured in floor area ratio and building coverage):

1. FAR = 1.0
2. Building Coverage = 50%.

E. Impervious surface ratio is not to exceed 75% of the gross square footage for the Subject Property.

F. Maximum lot coverage is 75 %. (Dry retention systems can be counted towards the open space requirement)

G. Minimum landscaping and bufferyard requirements are per the preliminary development plan.

H. Minimum lot size area (in acreage or square footage): 2.169 acres

I. Minimum lot width (in feet): 330 feet

**J. Minimum yard setbacks:**

1. Front yard: 15 feet building & 15 feet covered vehicle storage
2. Side yard: 10 feet building & 5 feet covered vehicle storage
3. Rear yard: 35 feet building & 30 feet covered vehicle storage

**K. Maximum building height (in feet): 35 feet****L. Minimum parking standards are per the preliminary development plan.****M. Maximum light spillage at any property line abutting residential property shall not exceed 0.5 foot candles at the property line.****N. Utility provision and dedication:** The Owner/Developer shall connect to central utility systems, when available, at their sole cost and expense. Utility fees shall be paid to the agency providing utility services, before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the service provider's specifications.**O. Stormwater and environmental:** Per parcel stormwater systems or master stormwater system shall be owned and maintained by the property owner 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 requirements, and shall be the sole responsibility of 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.**P. Transportation, site access, and traffic devices:** The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed as a result of the proposed development, for site function to maintain or improve the level of service for area roadways, and ensure 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 consist of this Development Agreement and the Preliminary Plan attached as **Exhibit B**. 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 applies.

9. **Indemnification.** The Owner/Developer or 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 or not inspected, approved, or permitted by the City.

10. **Compliance.** The Owner/Developer or 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 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 or Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to, improvements such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer or 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 or 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 or Developer. If the Owner/Developer or Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer or 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 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 or Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (18) of this Agreement.

**12. Concurrency and Vested Rights.** The Owner/Developer or Developer acknowledges and agrees that prior to the issuance of any development permit for the Property, the Owner/Developer or Developer must verify the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property.

**13. Environmental and Tree Preservation.** The Owner/Developer or 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. This Agreement does not vest or exempt the Owner/Developer or Developer from any permitting and mitigation obligations needed to develop a Subject Property.

**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 this Agreement is breached by either party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer or Developer shall be responsible for the payment of all of 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 or 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 or Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer or 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. **Amendments.** Amendments to the MPUD written Development Agreement or Preliminary Development Plan or Master Development Plan, shall be subject to the requirements of Section 144-771(g)(4) of the City of Holly Hill Land Development Regulations. Major amendments will require full review and should include relocation of uses on the site, except as permitted by the agreement, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to parcel size, building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. 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.

17. **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 on the basis of 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.

18. **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 OR DEVELOPER'S REPRESENTATIVES:**

Roy Johnson  
Aerial Hydraulics, Inc.  
1706 Ridge Avenue  
Holly Hill, FL 32117

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

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

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

21. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer or 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.

22. **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.

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

24. **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.

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

26. **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.

27. **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 or Developer shall execute this Agreement within ten (10) business days of City Commission adoption of Ordinance No. \_\_\_\_\_; 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.

28. **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.

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

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

**OWNER/DEVELOPER**

**By:**

\_\_\_\_\_  
Signature of Witness # 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
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 this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, and \_\_\_\_\_, of \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification and who did not (did) take an oath.

\_\_\_\_\_  
Signature of Notary

(NOTARY SEAL)

\_\_\_\_\_  
Print or type name

Attachment: Development Agreement - BPUD (3356 : Nova Road (1137) BPUD Rezone)

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 this \_\_\_\_day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, and \_\_\_\_\_, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

\_\_\_\_\_  
Signature of Notary

(NOTARY SEAL)

\_\_\_\_\_  
Print or type name

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

\_\_\_\_\_  
Scott Simpson  
City Attorney

**EXHIBIT A**  
Legal Description

**PARCEL 1:**

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

**PARCEL 2:**

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

**PARCEL 3:**

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Development Agreement - BPUD (3356 : Nova Road (1137) BPUD Rezone)

# EXHIBIT B

## Preliminary Plan aka Preliminary Development Plan

| INDEX OF SHEETS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  | BPUD PLANS FOR                                                                                                                                                                                                                                                |  | PROJECT TEAM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
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| DWG. NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DESCRIPTION      | <h1 style="margin: 0;">VOLUSIA SPORTS &amp; STORAGE CENTER</h1> <p style="margin: 5px 0 0 0;">SECTION 42, TOWNSHIP 14 S, RANGE 32 E<br/>TAX PARCEL ID # 424204210133<br/>1137 SOUTH NOVA ROAD<br/>HOLLY HILL, FL 32174<br/>MAY 2021<br/>REVISED JUNE 2021</p> |  | <p><b>PROPERTY OWNER:</b> AERIAL HYDRAULICS, INC.<br/><b>APPLICANT:</b> 1706 BEECH AVENUE<br/>HOLLY HILL, FL 32117<br/>PHONE: (386) 385-2514<br/>EMAIL: ROY@AERIALHYDRAULICS.COM</p> <p><b>CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT:</b> NEWBORN ENGINEERING, INC.<br/>1320 NORTH US HIGHWAY 1, SUITE 1<br/>ORLANDO BEACH, FL 32174<br/>PHONE: (386) 857-1786<br/>EMAIL: INFO@NEWBORNENGINEERING.COM</p> <p><b>SURVEYOR:</b> AIA SURVEYING, INC.<br/>535 W GRANDA BOULEVARD, SUITE 07<br/>ORLANDO BEACH, FL 32174<br/>PHONE: (386) 472-3623<br/>EMAIL: ALLONGHIA@AIA-SURVEYING.COM</p> |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | COVER            |                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SITE LAYOUT PLAN |                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LANDSCAPE PLAN   |                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p><b>LEGAL DESCRIPTION</b></p> <p><b>PARCEL 1:</b><br/>THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 161, BLOCK 21, OF BARRY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH:</p> <p><b>PARCEL 2:</b><br/>THE SOUTHERLY 1/2 OF LOT 13, BLOCK 21, OF BARRY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH:</p> <p><b>PARCEL 3:</b><br/>THE NORTHERLY 1/2 OF THE SOUTHERLY 1/2 OF LOT 13, BLOCK 21, OF BARRY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THEREFROM, THAT PORTION THEREOF, IN NOVA ROAD, ALSO DESCRIBED AS THE SOUTHERLY 1/2 OF THE NORTHERLY 1/2 OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 161, BLOCK 21, OF BARRY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.</p> <p><b>PROJECT STATEMENT</b><br/>PREPARED TO RECEIVE FROM CITY OF HOLLY HILL FOR A MIXED-USE DEVELOPMENT CONSISTING OF MULTIPLE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE, WITHIN A 2.38 ACRES COMMERCIAL PROPERTY.</p> <p><b>JURISDICTIONAL AGENCY</b> <b>PERMIT No.</b><br/>CITY OF HOLLY HILL (REZONE) RZ20144</p> |                  | <p><b>AERIAL MAP</b><br/>SCALE: 1" = 330'</p> <p><b>LOCATION MAP</b><br/>SCALE: 1" = 800'</p> <p><b>FLOOD ZONE MAP</b><br/>SCALE: 1" = 500'</p> <p><b>ZONING MAP</b><br/>SCALE: 1" = 330'</p> <p><b>SOILS MAP</b><br/>SCALE: 1" = 200'</p>                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |

Attachment: Development Agreement - BPUD (3356 : Nova Road (1137) BPUD Rezone)



