

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

AGENDA • AUGUST 1, 2022

City Commission Chamber

BOPA Regular Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

PLANNING & APPEALS BOARD MEMBERS

Chairman
Mike Myer

Board Member
Robin D. Hanger

Board Member
Tony Cassata

Board Member
Dennis Smith

Board Member
Loretta Arthur

CITY PLANNER
Brian Walker

Building & Zoning
Eleni Deligianis

1. CALL TO ORDER**2. INVOCATION****3. PLEDGE OF ALLEGIANCE****4. MINUTES****1. July 11, 2022 BOPA Minutes**

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

5. AGENDA ITEM(S)**1. VARIANCE – 732 Avondale Avenue - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-3 (Single-Family) Zoning District be a Minimum of Twenty-Foot (20') from the Rear Property Line. Such Request is Made in Order to Build a 293 Square Feet Screen Room Addition Onto the South Side of the Existing House. the Request is Made for Property Located on the West Side of Avondale Avenue, Approximately 180 Feet South of 8Th Street, and More Particularly Known as 732 Avondale Avenue**

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

6. ORDINANCES**1. Ordinance An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit a from Cc-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial 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****10. AGENDA ITEM****1. September Date Change**

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

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**

4.1

**Board of Planning and Appeals
Agenda Item**

MEETING DATE: August 1, 2022
FROM: Eleni Deligianis
SUBJECT: July 11, 2022 BOPA Minutes
NUMBER: (ID # 3839)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from July 11, 2022 BOPA Meeting

MOTION:

Approved as submitted by staff.

- BOPA July 11, 2022 Minutes (PDF)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • JULY 11, 2022

City Commission Chamber

BOPA Regular Meeting

6:00 PM

**CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

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

1. CALL TO ORDER

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

2. INVOCATION

Invocation was led by Robin Hanger.

3. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mike Myer.

4. MINUTES

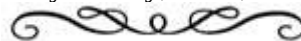
1. BOPA Meeting May 2, 2022

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

Motion to approve minutes for July 2022 BOPA Meeting by Robin Haner and seconded by Loretta Arthur.

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

Enacted and approved this 11th day of July, 2022, in Holly Hill



5. AGENDA ITEM(S)

- VARIANCE – 732 Avondale Avenue - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-3 (Single-Family) Zoning District be a Minimum of Twenty-Foot (20') from the Rear Property Line. Such Request is Made in Order to Build a 293 Square Feet Screen Room Addition Onto the South Side of the Existing House. the Request is

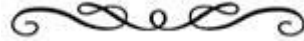
Made for Property Located on the West Side of Avondale Avenue, Approximately 180 Feet South of 8Th Street, and More Particularly Known as 732 Avondale Avenue

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

Staff requested this agenda item be continued to August 1st, 2022 BOPA Meeting.

RESULT:	CONTINUED [UNANIMOUS]
AYES:	Myer, Hanger, Smith, Cassata, Arthur

Enacted and approved this 11th day of July, 2022, in Holly Hill



2. Revised Preliminary Plat/Final Engineering for Phases 3 and 4 of the Mirage Subdivision Located on the South Side of Alabama Avenue and the North Side of Flomich Avenue.

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

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

This is a request for a revision to the preliminary plat/final engineering for Phases 3 and 4 of the Mirage Subdivision Located on the South Side of Alabama Avenue and North Side of Flomich Avenue.

As of this date, Phases 3 and 4 have not been developed and the property is now under new ownership. On May 25th, 2022, the new owner submitted plans to add an additional 19 lots to the previously approved plans. This increases the total number of developable lots within the subdivision from 102 to 121. This item is being brought before the BOPA, in order to consider recommending approval, or denial, of the proposed subdivision revision from 102 townhomes to 121 townhomes.

Staff recommends that the City Commission, APPROVE the revised Preliminary Plat/Final Engineering for Phases 3 and 4 of the Mirage Subdivision.

Chairman Myer opened the floor to the public:

Jerry - Project Engineer

Joan Roberts - Mirage Phase 1 unit owner

Chris Warren - 1601 Primo Court

Christina Bolin - 1716 Center Avenue

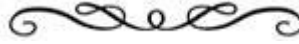
Darren Phrase - 1608 Primo Court

Dawn Bolin - 1716 Center Avenue

Motion to recommend to approve the revised Preliminary Plat/Final Engineering for Phases 3 and 4 of the Mirage Subdivision by Robin Hanger and seconded by Tony Cassata.

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

Enacted and approved this 11th day of July, 2022, in Holly Hill



6. OLD BUSINESS

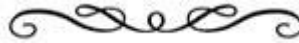
None.

7. BOARD / STAFF COMMUNICATIONS

1. September Date Change

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

All board members approved date change for September BOPA Meeting to Tuesday, September 6th, 2022.



8. ADJOURNMENT

This meeting was adjourned at 6:45PM.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

Board of Planning and Appeals
Agenda Item

MEETING DATE: August 1, 2022
FROM: Brian Walker
SUBJECT: **VARIANCE – 732 Avondale Avenue - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-3 (Single-Family) Zoning District be a Minimum of Twenty-Foot (20') from the Rear Property Line. Such Request is Made in Order to Build a 293 Square Feet Screen Room Addition Onto the South Side of the Existing House. the Request is Made for Property Located on the West Side of Avondale Avenue, Approximately 180 Feet South of 8Th Street, and More Particularly Known as 732 Avondale Avenue**

NUMBER: (ID # 3841)
APPLICANT: Gladys Silva
PLANNER: Brian Walker

INTRODUCTION

VARIANCE - 732 Avondale Avenue - Request a variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Single-Family) zoning district be a minimum of twenty-feet (20') from the rear property line. Such request is made in order to build a 293 square feet screen room addition onto the south side of the existing house. The request is made for property located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue; V-2022-02 (Gladys Silva, Applicant) (Brian Walker, Community Development Director).

BACKGROUND

- The parcel is part of the Mason Carswell's Plat originally filed in Map Book 2 Page 90, on May 10th, 1883.
- The lot contains a home originally built in 1925.
- The property under consideration is zoned R-3 (Single-Family), and has a Low Density Single-Family Residential future land use.
- The rear of the property (west side) abuts a commercial parking lot zoned CC-1.
- The existing home sits on the rear property line and does not have a rear yard.
- The property owner would like to build a screen room addition onto the existing home but is unable to meet the 20' rear setback as required by Sec. 114-765 - Schedule of dimensional requirements.

- On June 1st, 2022, the property owner applied for a rear yard setback variance.

DISCUSSION: The homeowner at 732 Avondale Avenue would like to build a 293 square foot screen room addition on the south side of the existing home. The existing home was built in 1925 and does not have a back-yard. The applicant would like the screen room to be built along the entire length of the home's south side. However, in order to do so, the screen-room - like the main home - would not meet the 20-foot rear setback from the property line, as required by Sec. 114-765 - Schedule of dimensional requirements. Therefore, the applicant has applied for a variance.

Should the variance request be granted, the applicant will be permitted to build a 293 square-foot screen room on the rear property line. Should the variance request be denied, the applicant will not be permitted to build the 293 square-foot screen room in the proposed location.

REQUESTED VARIANCE: Request a variance from the requirement of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Single-Family) zoning district be a minimum of twenty-feet (20') from the rear property line.

In order to grant the variance request, the commission must find that the request meets the requirements of Sec. 82-317.

VARIANCE CRITERIA - Sec. 82-317

CRITERIA No. 1:

That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district:

FINDINGS OF FACT No. 1:

The home on the property was built in 1925 and placed on the rear property line. There is no back-yard. There are 23 homes on Avondale Avenue and the subject home is one of 6 on the street that do not have a rear yard.

Criteria met? Yes

CRITERIA No. 2:

That the special conditions and circumstances do not result from the actions of the applicant:

FINDINGS OF FACT No. 2:

The home on the property was built in 1925 and placed on the rear property line. The parcel is part of a lot that was platted in 1883. The original lot was 300 feet long by 100 feet wide. Even if the original lot existed today in the same form as it did over 100 years ago, the existing home would still be directly on the rear property line. The home was also built at its current location prior to the existence of the City's Land Development Regulations.

Criteria met? Yes

CRITERIA No. 3:

That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district:

FINDINGS OF FACT No. 3:

Granting the variance will not confer a special privilege on the applicant. The applicant requests the variance in order to build a screen room on the existing home. This is a permitted use in the zoning district.

Criteria met? Yes

CRITERIA No. 4:

That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant:

FINDINGS OF FACT No. 4:

A literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant.

Criteria met: Yes

CRITERIA No. 5:

That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure:

FINDINGS OF FACT No. 5:

The screen room is approximately 293 square feet and is designed to be compatible with the dimensions and access points of the existing home. Other locations for the screen room were considered - such as the front of the house - but cannot be reasonably worked out, and would require a different type of variance. Therefore, the requested variance is the minimum necessary to make reasonable use of the property.

Criteria met? Yes

CRITERIA No. 6:

That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

FINDINGS OF FACT No. 6:

Granting the variance is in harmony with the general intent and purpose of the Comprehensive Plan and will not be injurious to the area involved or otherwise detrimental to the public welfare.

Criteria met? Yes

FINDINGS OF FACT: Staff finds that the applicant has met all of the criteria as stated above to grant the requested variance.

ADDITIONAL INFORMATION:

Sec. 82-320. - Expiration.

A variance shall begin to serve the purpose for which it was granted within 18 months following the granting action by the city commission and shall otherwise become void. However, a shorter period of time may be stipulated by the city commission in an individual case as a condition imposed pursuant to Section 82-316.

STAFF RECOMMENDATION:

Staff recommends approval of a rear yard setback variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, from twenty-feet (20 feet) to zero feet (0 feet), to allow the construction of a 293 square-foot attached screen room addition, on the south side of the existing home, located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue.

- PA Info Page(PDF)
- Application and Survey (PDF)
- Sketch of Screen Room Area (PDF)
- Parking lot behind the home that would abut the screen room (PDF)
- Location Map (PDF)
- Pictures (PDF)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

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

AltKey: 3206860

Parcel ID: 424260010010

SILVA GLADYS

732 AVONDALE AVE, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3206860
Parcel ID:	424260010010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	60 - 01 - 0010
Owner(s):	SILVA GLADYS - FS - Fee Simple - 100
Mailing Address On File:	72 CLIFFORD ST NEWARK NJ 07105 1907
Physical Address:	732 AVONDALE AVE, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Neighborhood:	2212
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Page (3841 : Avondale Ave Variance (732))

V# _____



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

VARIANCE

COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING

PROPERTY

PARCEL ID #: 424260010010

ADDRESS: 732 Arondale Avenue

TOTAL ACREAGE:

RESIDENTIAL 5.280

USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-

ZONING: Residential

FUTURE LAND USE: Single family home

TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☒ SCREEN ENCLOSURE ☐ ADDITION ☐ SINGLE FAMILY HOME

DESCRIPTION OF STRUCTURE:

TYPE OF VARIANCE:	☐ FRONT YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ SIDE YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ SIDE STREET SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☒ REAR YARD SETBACK	REQUIRED: 20 FT.	PROPOSED: 3 FT.
	☐ MINIMUM LOT SIZE	REQUIRED: _____ SQ. FT.	ACTUAL: _____ SQ. FT.
	☐ WIDTH AT BUILDING	REQUIRED: _____ FT.	ACTUAL: _____ FT.
	LINE	REQUIRED: _____ FT.	PROPOSED: _____ FT.
☐ HEIGHT			

IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? ☐ YES ☒ NOIS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? ☒ YES ☐ NO

OWNER

NAME: Gladys Silva

COMPANY:

ADDRESS: 88 Pennington Street

CITY: Newark

STATE: NJ

ZIP: 07105

PHONE: 973-508-0392

EMAIL: gladys.silva@hotmail.com

Attachment: Application and Survey (3841 : Arondale Ave Variance (732))

V# _____



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

AGENT/CONSULTANT

NAME: <u>N/A</u>	COMPANY:	
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

APPLICATION TYPE/FEE

- | | |
|--|-----------------------|
| ☒ VARIANCE – RESIDENTIAL | \$350.00 PER VARIANCE |
| ☐ VARIANCE – COMMERCIAL | \$500.00 PER VARIANCE |

ATTACHMENT CHECKLIST

- ☐ APPLICATION
- ☐ APPLICATION FEE
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☐ QUESTIONNAIRE
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE
- ☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☐ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
- ☐ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
- ☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY
- ☐ PHOTOGRAPHS, IF DESIRED

Attachment: Application and Survey (3841 : Avondale Ave Variance (732))

V# _____



1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

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

[Signature]

SIGNATURE OF OWNER/AUTHORIZED APPLICANT

05/18/2022

DATE

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

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

*Existing home built 3 ft setback
from end of property / land.*

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

Existing home.

Attachment: Application and Survey (3841 : Avondale Ave Variance (732))

V# _____



1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

would not be able to answer this question as I do not know what has been previously denied to others.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

If this request is denied, I would not be able to build the lanai anywhere else on property because of the weather elements or it would not look good on property. other lanais built on other properties, were previously built on property has the required set back which I don't have.

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The measurements that I'm requesting is for a standard lanai, it will not be worth it building any smaller. Compared to the size of the lot or the house.

Attachment: Application and Survey (3841 : Avondale Ave Variance (732))

V# _____

**1065 Ridgewood Avenue, Holly Hill, FL 32117**

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Everyone wants to live in a beautiful
neighborhood, this lanai would would
make the property look better.

Attachment: Application and Survey (3841 : Avondale Ave Variance (732))

SCALE: 1"=30'

Boundary Survey



LEGAL DESCRIPTION: LOT 1, BLOCK A, KILBOURNE'S SUBDIVISION OF LOTS 1 AND 2, BLOCK 14, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 50, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHERLY 8 FEET OF THE WESTERLY 110 FEET OF LOT 3, BLOCK 14, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

732 AVONDALE AVENUE
HOLLY HILL, FL.

LONG
SURVEYING,
INC.

Long Surveying, Inc.
"Specializing in Residential Surveying"
LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

DRAWN BY:
RAJESH-DP

CHECKED BY:
BRETT

CERTIFIED TO:
GLADYS SILVA

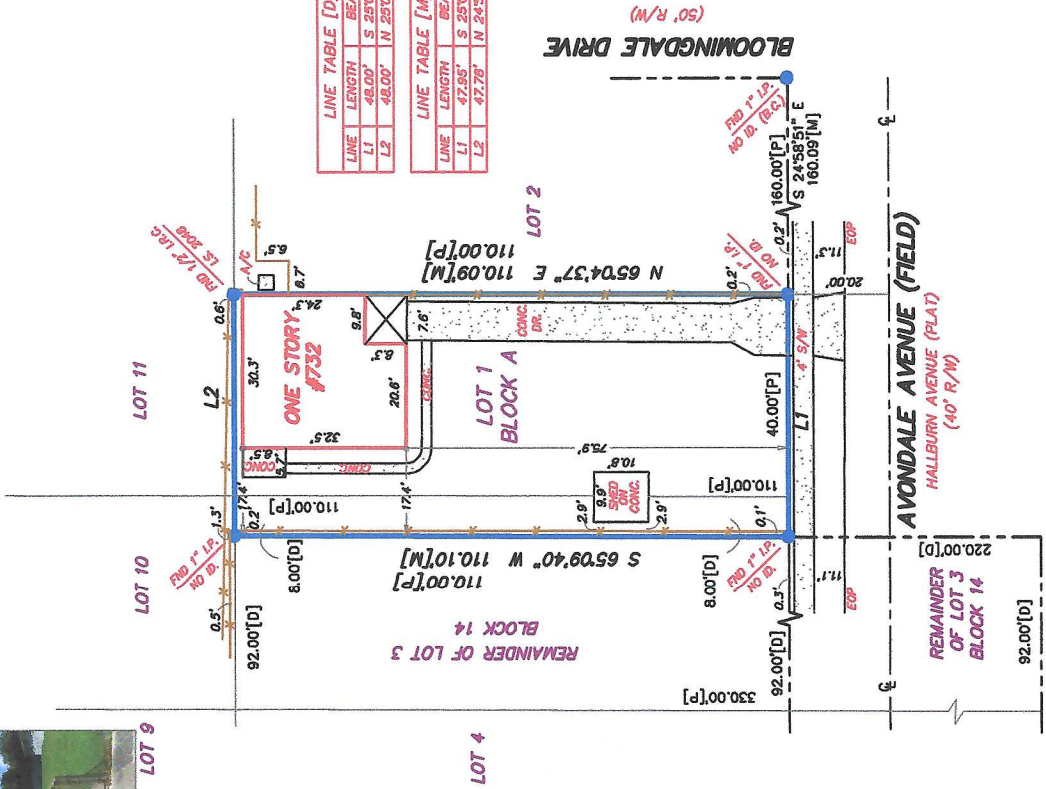
COMMUNITY NO:
125112
PANEL:
0356
SUFFIX:
J
FILED DATE:
09/29/17

FIELD DATE:
08/18/21

- A/C - AIR CONDITIONER
 - A/E - ALLEY EASEMENT
 - B/C - BLOCK CORNER
 - B/L - BLOCK
 - C.B.S. - CONCRETE BLOCK STRUCTURE
 - C.M. - CONCRETE MONUMENT
 - C.M.C. - CONCRETE
 - D.E. - DRAINAGE EASEMENT
 - D.P. - DRAINAGE
 - E.O.P. - EDGE OF PAVEMENT
 - F.C.C. - FOUND CROSS CUT
 - F.F.E. - FINISHED FLOOR ELEVATION
 - F.P.D. - FOUND
 - I.D. - IDENTIFICATION
 - I.P. - IRON PIPE
 - L.R. - IRON ROD & CAP
 - L.R.C. - IRON ROD
 - L.S. - LAND SURVEYING BUSINESS
 - L.B. - LAND SURVEYOR
 - L.E. - LANDSCAPE EASEMENT
 - M.C. - MEASURED CURVE
 - M.D. - MEASURED DISK
 - N.D. - NAIL AND DISK
 - P. - PLAT
 - P.E. - PEDESTRIAN EASEMENT
 - P.C. - POINT OF COMMENCEMENT
 - P.C.C. - POINT OF CURVATURE
 - P.C.P. - POINT OF CURVATURE
 - P.C.P. - PERMANENT CONTROL POINT
 - P.L. - PROPERTY LINE
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - P.O.L. - POINT OF LAYOUT
 - P.O.R. - POINT OF REVERSE CURVE
 - P.R.M. - PERMANENT REFERENCE MONUMENT
 - P.D.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
 - P.T. - POINT OF TANGENT
 - R. - RIGHT
 - R/W - RIGHT OF WAY
 - S/W - SIDEWALK
 - U.E. - UTILITY EASEMENT
 - U.L. - UTILITY
 - F.P.L. - FLORIDA POWER & LIGHT EASEMENT
 - &--- CENTERLINE
 - X--- BARB WIRE FENCE
 - W--- WOOD FENCE
 - L--- CHAIN LINK FENCE
 - P--- PLASTIC FENCE
- BEARINGS SHOWN HEREON ARE BASED UPON
THE CENTERLINE OF AVONDALE AVENUE
BEING S 25°00'00" E ASSUMED
- NOTES:
1) This survey is based on the legal description as provided by the Client.
2) This Surveyor has not abstracted the land shown herein for easements, rights of way or restrictions of record which may affect the title or use of the land.
3) Do not reconstruct property lines from building lines.
4) No footings or overhangs have been located except as shown.
5) No improvements or utilities have been located except as shown.
6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida Licensed Surveyor and Mapper.
- Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in the State of Florida, Chapter 473, Florida Statutes, pursuant to Sections 473.017 and 473.018, Florida Statutes.
- No. 5910
STATE OF FLORIDA
LEON L. HAMPTON P.S.M. NO. 5910

LINE TABLE [D]		
LINE	LENGTH	BEARING
L1	48.00'	S 25°00'00" E
L2	48.00'	N 25°00'00" W

LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	42.95'	S 25°00'00" E
L2	42.78'	N 24°59'52" W



BLOOMINGDALE DRIVE
(50' R/W)

AVONDALE AVENUE (FIELD)
HALLBURN AVENUE (PLAT)
(40' R/W)

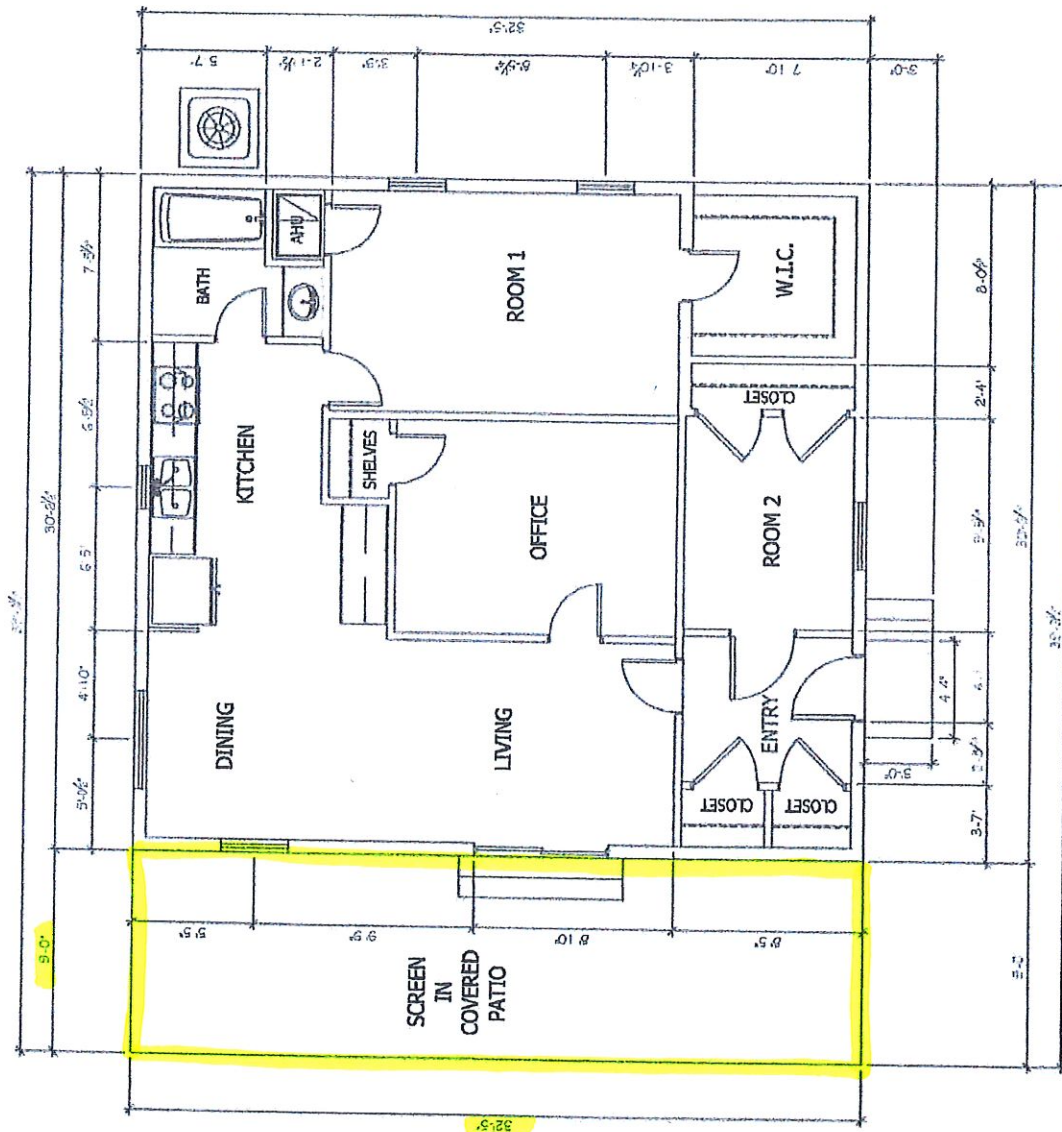
REVISIONS:

HOUSE ADDITION
732 AVONDALE AVE
DAYTONA BEACH, FL 32117

ITEC
Architectural Services, Inc.
1300 N. Highway
PO Box 1270
Daytona Beach, FL 32117
Tel: 321-255-1111
www.itec.com

DATE: 10/1/21
SCALE: AS NOTED
DRAWN BY: JF.
SHEET
A2

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



Attachment: Sketch of Screen Room Area (3841 : Avondale Ave Variance (732))

The screen room will abut this commercial parking lot on the west.



Location Map



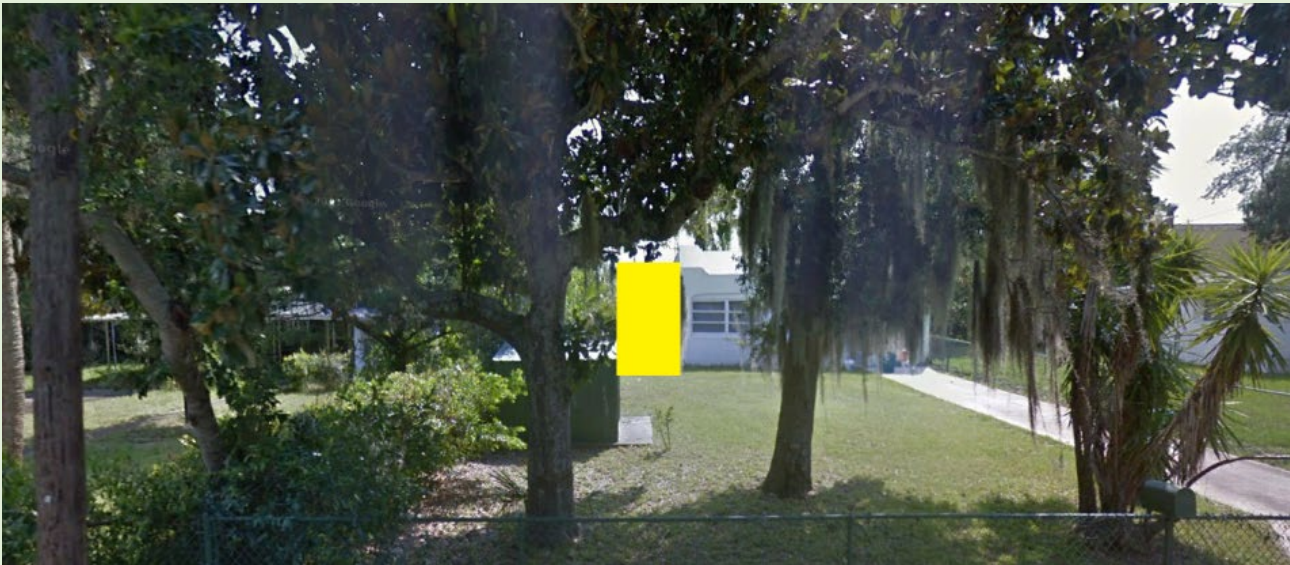
Front of home looking west and showing the north side of the home



Looking west showing the south side of home



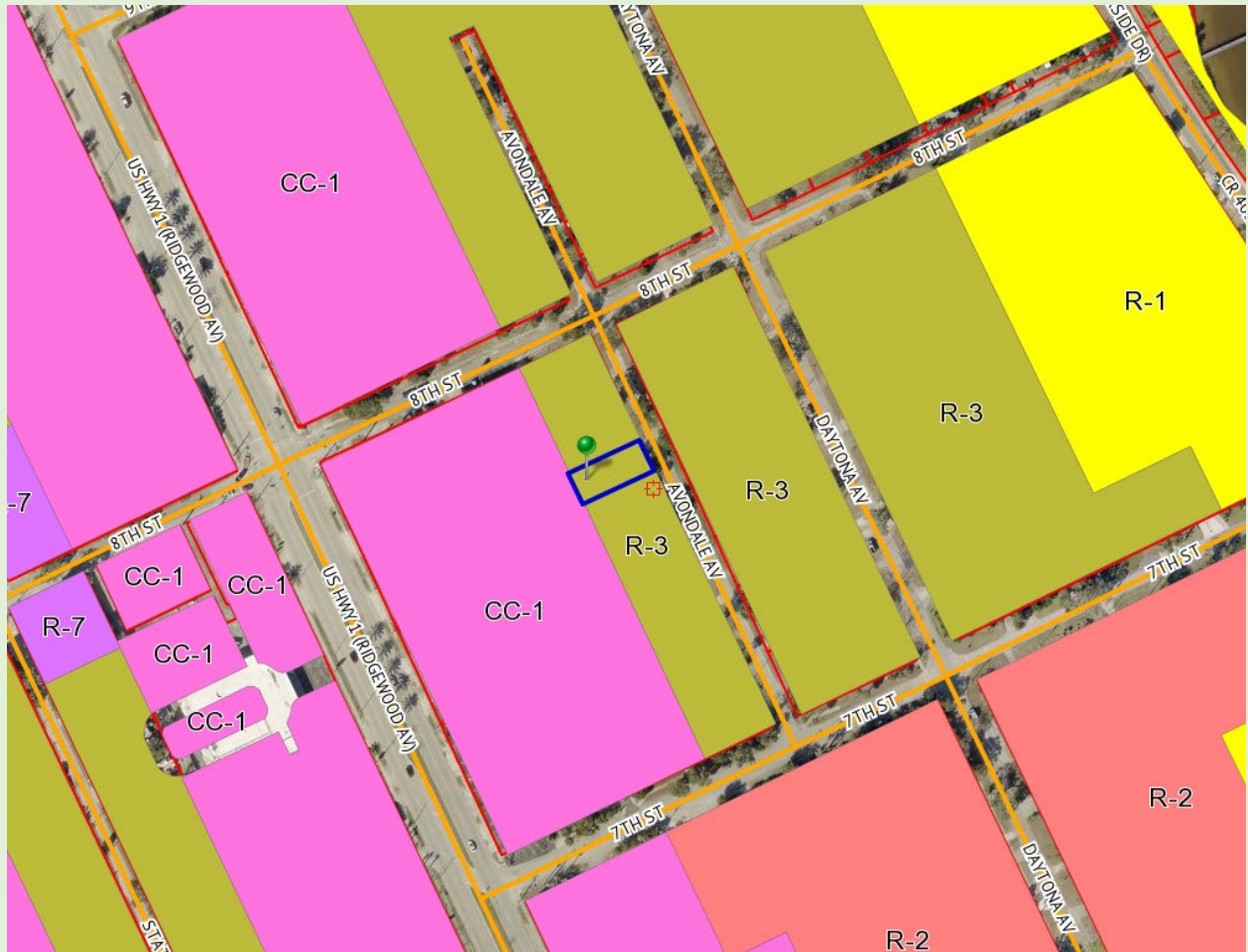
South end of the home showing proposed location of screen room in yellow



Aerial



R-3 Zoning – Medium Density Single-Family Residential Zoning





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

**Board of Planning and Appeals
Ordinance**

MEETING DATE: August 1, 2022
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit a from Cc-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District) to Bpud (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 3818)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Holly Hill RV Park - consider a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and specifically identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich. (Mark Karet of Zev Cohen & Associates, Inc. - Applicant).

BACKGROUND:

The parcels identified in the introduction are assigned the FLU and zonings shown in Exhibits E and F. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop a 90-unit recreational vehicle park with 10 tent spaces. Additional amenities are as shown on the attached Preliminary Development Plan. Currently, most of the property is vacant except for a 1280 square foot structure on the east side of the property.

BPUD zoning is being requested because there are no straight zoning districts that permit a recreational vehicle park.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is Low Density Residential and Zoning is R-2 (Low-Medium Density Residential)

South: FLU is Low Density Residential and Wholesale Commercial and Industrial and Zoning is CC-1(Commercial Corridor) and R-3 (Medium Density Residential)

East: FLU is Wholesale Commercial and Industrial and Zoning is CC-1 (Commercial Corridor)

West: FLU is Low Density Residential and Zoning is R-2 (Low-Medium Density Residential)

Site Analysis

Size of Property: The property is made up of 4 parcels with a total area of about 24 acres.

General Location: The parcels are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue (Exhibit A)

Boundary Survey and Legal Description: (Exhibit B)

Parcel Identification Numbers: 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich. (Exhibit C)

Frontage: The property has approximately 1170 feet of frontage along Flomich Street.

Access: Vehicular access will be provided via Flomich Street.

Aerial Photography: (Exhibit D)

Existing Development: The property known as 4242-04-28-0171 (490 Flomich Street) currently contains a warehouse type structure that is approximately 1280 square feet in size. All other parcels are vacant.

Future Land Use Designation: The current FLU designation of the property known as 4242-04-28-0171 (490 Flomich Street) is Wholesale Commercial and Industrial. The FLU designation of 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich is Low Density Residential. (Exhibit E)

Zoning: The current zonings on the property known as 4242-04-28-0171 (490 Flomich Street) are B-5, R-2, I-2 and CC-1. The zoning on parcels 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich, is R-2. (Exhibit F)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0218K with an effective date of 9/29/2017, there are floodplains on the subject property. (Exhibit G)

Wetland Impacts: Based on wetland map analysis provided by the applicant, there are wetlands on the subject property as well as a canal. (Exhibit H)

Buffers: 25-foot landscaped buffers along property lines will be required as shown on the Preliminary Development Plan.

Environmental: Prior to development the applicant will be required 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 such as Gopher Tortoise.

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 and Development Agreement, 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 uses in the surrounding area under consideration for the rezone, are varied. To the east is a railroad and across the street to the south are commercial uses. To the west are residential homes, and to the north is a golf course. Currently, the properties that are the subject of the rezone request, also allow a variety of uses. Such uses range from residential on the west, to various types of commercial on the east and heavy industrial on the north. Therefore, eliminating the residential, commercial and heavy industrial uses of the 24 acres under consideration, and replacing them with an upscale RV Park that is less intense than the commercial uses in the area, and that does not exceed the permitted number of dwelling units per acre permitted on the residential parcels, is appropriate for the area.

Additionally, the rezone request and development as shown on the Preliminary Plan, is consistent with the Land Development Regulations of Holly Hill.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. The request is consistent with the City's Comprehensive Plan and specifically with Policy 1.1.2 which states with regard to the specific parcels that are the subject of the rezone request:

Recreational vehicle parks shall be permitted only on the following parcels having the low density residential future land use: 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010, except that the development must also incorporate in its entirety, parcel number 4242-04-28-0171 having the Industrial future land use. The development of a recreational vehicle park shall be reviewed and approved only through the Planned Development rezone process.

Recreational vehicle parks shall be permitted only on the following parcel having the Industrial future land use: 4242-04-28-0171. The development of a recreational vehicle park shall be reviewed and approved only through the Planned Development rezone process.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue,

and specifically currently identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich.

ATTACHMENTS:

- Written Dev Agreement (PDF)
- Preliminary Development Plan (PDF)
- Chapter 114 - Division 13 (PDF)
- Chapter 114-771 - PD Regulations (PDF)
- Exhibit A - Location Map (PDF)
- Exhibit B - Boundary & Legal Description (PDF)
- Exhibit C - Property Appraiser's Info Sheets (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - Future Land Use Map (PDF)
- Exhibit F - Current Zoning Map (PDF)
- Exhibit G - Flood Map (PDF)
- Exhibit H - Wetlands and Surface Waters Map (PDF)
- Proposed Zoning Map - BPUD (PDF)

Ordinance No. (ID # 3818)

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND B-5 (GENERAL COMMERCIAL DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT) AND I-2 (HEAVY INDUSTRIAL 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 PARCELS DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND B-5 (GENERAL COMMERCIAL DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT) AND I-2 (HEAVY INDUSTRIAL 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 following approval of the Comprehensive Plan text amendment designated as 22-01ESR, by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

EXHIBIT A**LEGAL DESCRIPTION**LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**Exhibit to Ordinance # 2022-**

DEVELOPMENT AGREEMENT for the project known as Holly Hill RV Resort Planned Unit Development (PUD) located at 490 Flomich Street, Holly Hill, Florida. 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 _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and the Holy Hill RV Resort, LLC, a Florida limited liability company with a mailing address of 950 Ridgewood Ave, Holly Hill, Florida 32117 (hereinafter referred to as the “Owner/Developer”).

W I T N E S S E T H

WHEREAS, the Owner/Developer 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 intends to develop such property as a high-quality recreation vehicle (RV) park; and

WHEREAS the Owner/Developer 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. 2022- XX**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code. The PUD shall consist of this Written Agreement and the Preliminary Development Plan attached as **Exhibit “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. Ownership. The legal and equitable owners of the Subject Property are: Holly Hill RV Resort, LLC.

3. Title Opinion/Certification. The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, proof of unified title or 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.

4. 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 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.

A. Permitted principal uses allowable on the Subject Property:

1. Ninety (90) recreational vehicle spaces
2. Ten (10) tent campsites
3. Recreational Vehicle park accessories and amenities including, but not limited, to

a clubhouse, café, pool, camp store, fire pits, out-door amphitheater, dog park, fitness center, walking trails, a playground, picnic facilities, restrooms, showers, laundry, utility hook-ups, boat dock.

B. Prohibited principal uses, if any:

1. Long-term rentals of RV spaces, or tent campsites in excess of six (6) months.

C. Maximum intensity (measured in floor area ratio) on land with an industrial future land use: Point three-five (.35)

D. Maximum density (measured in RV units per acre) on land with a low density residential future land use: Six (6) units per net acre.

E. Impervious surface area is not to exceed seventy (70) percent of the gross square footage of property that is not required for stormwater management and compensating storage.

F. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.

G. Minimum lot size / project area: Twenty (20) acres.

H. Project Perimeter setbacks from property line to building or RV spaces:

- a. West boundary: Twenty-five (25) feet
- b. South boundary (Flomich Street): Twenty-five (25) feet average with a minimum distance of twenty (20) feet
- c. East boundary (railroad tracks): Zero (0) feet
- d. North boundary: Twenty-five (25) feet

I. Landscaped buffers of twenty-five feet (25') are required where shown on the Preliminary Plan. Buffer requirements per 100 linear feet are two shade trees, three understory trees, and a continuous hedge. Adjacent to all residential, a fence will be located on the property line with interior landscaping. Adjacent to all public ROW, the fence will be located behind a continuous hedge. All trees will have a minimum height of 8' and a minimum caliper of 2". All shrubs will be installed such that within one year of planting they will have attained a minimum height of 3'. Palms are not to be utilized to meet the buffer tree requirements.

J. Maximum building height: Thirty-five (35) feet

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

- L. Lighting shall not exceed .5-foot candles at the property line.
- M. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.
- N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained 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, 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.
- O. 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 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. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or

mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph 17** hereof.

9. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Agreement. The Master Development Plan depicts the general location and arrangement of the proposed uses, building and other improvements to the site. 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 the Overall Development Plan, the more detailed criteria apply.

10. **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.

11. **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.

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

Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) 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 one hundred-twenty (120) 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, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. 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 17** of this Agreement.

13. **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 for species identified for proportion (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.

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:

Mr. Robin Hanger
Holy Hill RV Resort, LLC,
950 Ridgewood Ave
Holly Hill, Florida 32117

Rainer and Julie Martens
2190 John Anderson Drive
Ormond Beach, FL, 32176

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, 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 affected. 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 Preliminary Development Plan, shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states 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 Master Development Plan (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. Minor amendments to the preliminary plan not violating any

terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator.

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

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

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

Exhibit A

LEGAL DESCRIPTION

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29, 2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150

FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE

FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

Exhibit B (2 Pages)
Preliminary Development Plan

Exhibit to Ordinance # 2022-

DEVELOPMENT AGREEMENT for the project known as Holly Hill RV Resort Planned Unit Development (PUD) located at 490 Flomich Street, Holly Hill, Florida. 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 _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and the Holy Hill RV Resort, LLC, a Florida limited liability company with a mailing address of 950 Ridgewood Ave, Holly Hill, Florida 32117 (hereinafter referred to as the “Owner/Developer”).

W I T N E S S E T H

WHEREAS, the Owner/Developer 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 intends to develop such property as a high-quality recreation vehicle (RV) park; and

WHEREAS the Owner/Developer 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. 2022- XX**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code. The PUD shall consist of this Written Agreement and the Preliminary Development Plan attached as **Exhibit “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master

Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are: Holly Hill RV Resort, LLC.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, proof of unified title or 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.

4. **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 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.

A. Permitted principal uses allowable on the Subject Property:

1. Ninety (90) recreational vehicle spaces
2. Ten (10) tent campsites
3. Recreational Vehicle park accessories and amenities including, but not limited, to a clubhouse, café, pool, camp store, fire pits, out-door amphitheater, dog park, fitness center, walking trails, a playground, picnic facilities, restrooms, showers, laundry, utility hook-ups, boat dock.

- B.** Prohibited principal uses, if any:
 - 1. Long-term rentals of RV spaces, or tent campsites in excess of six (6) months.
- C.** Maximum intensity (measured in floor area ratio) on land with an industrial future land use: Point three-five (.35)
- D.** Maximum density (measured in RV units per acre) on land with a low density residential future land use: Six (6) units per net acre.
- E.** Impervious surface area is not to exceed seventy (70) percent of the gross square footage of property that is not required for stormwater management and compensating storage.
- F.** Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.
- G.** Minimum lot size / project area: Twenty (20) acres.
- H.** Project Perimeter setbacks from property line to building or RV spaces:
 - a. West boundary: Twenty-five (25) feet
 - b. South boundary (Flomich Street): Twenty-five (25) feet average with a minimum distance of twenty (20) feet
 - c. East boundary (railroad tracks): Zero (0) feet
 - d. North boundary: Twenty-five (25) feet
- I.** Landscaped buffers of twenty-five feet (25') are required where shown on the Preliminary Plan. Buffer requirements per 100 linear feet are two shade trees, three understory trees, and a continuous hedge. Adjacent to all residential, a fence will be located on the property line with interior landscaping. Adjacent to all public ROW, the fence will be located behind a continuous hedge. All trees will have a minimum height of 8' and a minimum caliper of 2". All shrubs will be installed such that within one year of planting they will have attained a minimum height of 3'. Palms are not to be utilized to meet the buffer tree requirements.
- J.** Maximum building height: Thirty-five (35) feet
- K.** Minimum parking standards are as shown and stated on the Preliminary Plan.
- L.** Lighting shall not exceed .5-foot candles at the property line.
- M.** Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be

paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

- N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained 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, 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.
- O. 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 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. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph 17** hereof.

9. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Agreement. The Master Development Plan depicts the general location and arrangement of the proposed uses, building and other improvements to the site. 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 the Overall Development Plan, the more detailed criteria apply.

10. **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.

11. **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.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as fences, stormwater management facilities and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) 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 one hundred-twenty (120) 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, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. 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 17** of this Agreement.

13. 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 for species identified for proportion (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.

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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.

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Holy Hill RV Resort, LLC,
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Holly Hill, Florida 32117

Rainer and Julie Martens
2190 John Anderson Drive
Ormond Beach, FL, 32176

CITY'S REPRESENTATIVES:

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

With copy to:
Director
Community Development
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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.

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upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, 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 affected. 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 Preliminary Development Plan, shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states 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 Master Development Plan (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. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator.

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

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

IN WITNESS WHEREOF, the Owner/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: Written Dev Agreement (3818 : Holly Hill RV Park BPUD 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 this ____ day of _____, 2022,
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: Written Dev Agreement (3818 : Holly Hill RV Park 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 _____, 2022, 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

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29, 2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

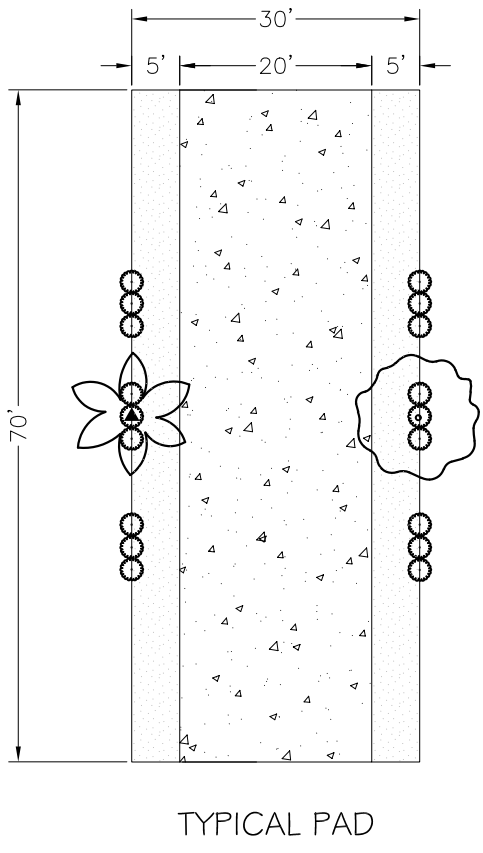
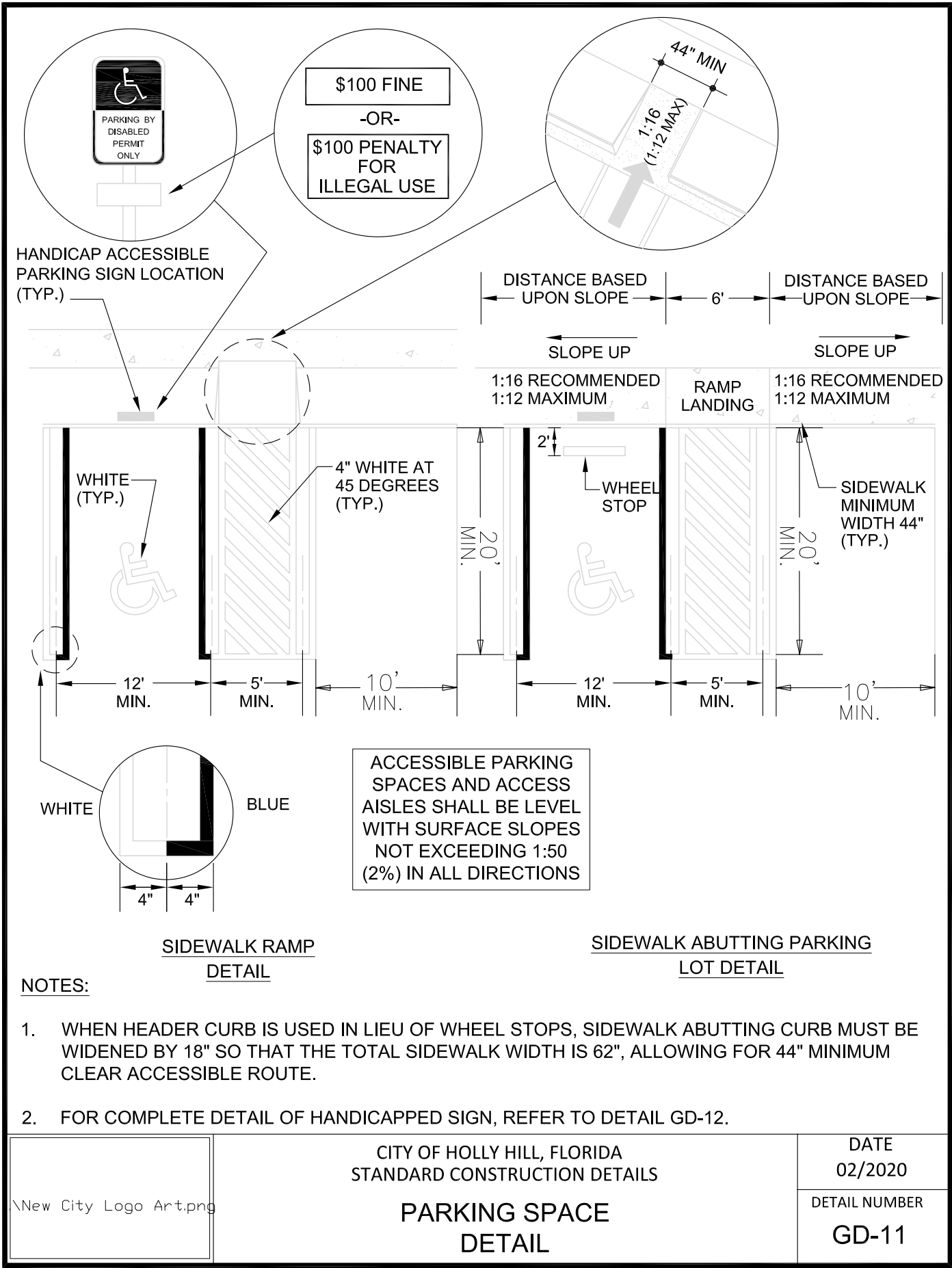
LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

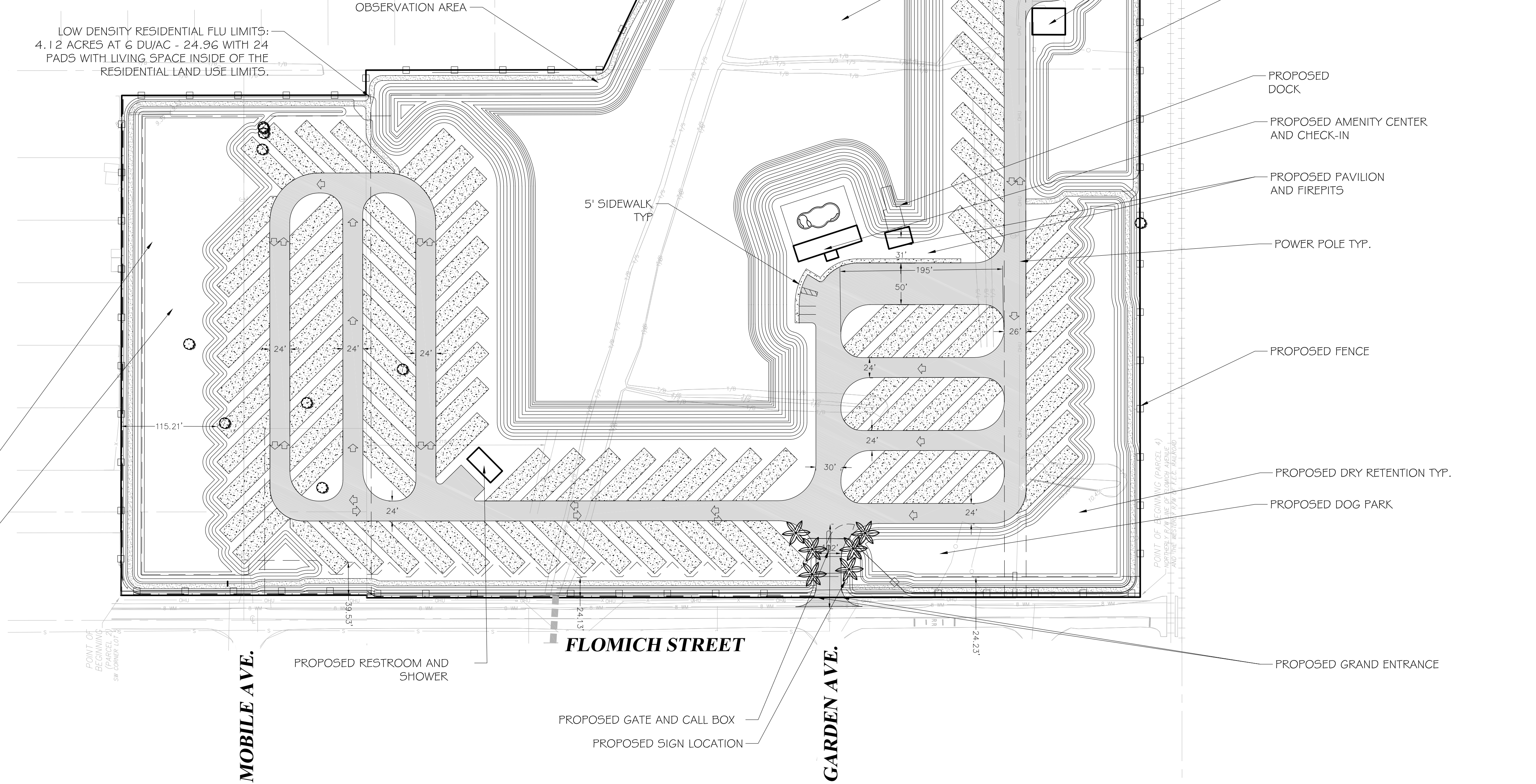
A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY

Attachment: Written Dev Agreement (3818 : Holly Hill RV Park BPUD Rezoning)

OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE POINT OF BEGINNING.

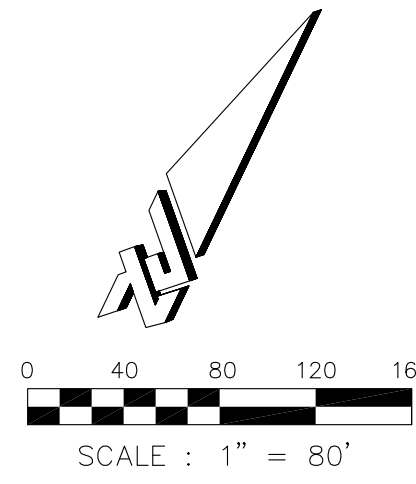


LOW DENSITY RESIDENTIAL FLU LIMITS:
4.12 ACRES AT 6 DU/AC - 24.96 WITH 24
PADS WITH LIVING SPACE INSIDE OF THE
RESIDENTIAL LAND USE LIMITS.



SITE DATA:

1. RV PARKING:	90 UNITS
2. TENT SPACES:	10 SPACES
2. ESTIMATED COMPENSATING STORAGE:	10.85 ACRES
3. ESTIMATED STORMWATER TREATMENT:	± 2.7 ACRES
4. TOTAL PROJECT SITE:	24.75 ACRES



ZEV COHEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

**HOLLY HILL RV RESORT
PLANNED DEVELOPMENT
OVERALL DEVELOPMENT
EXHIBIT**

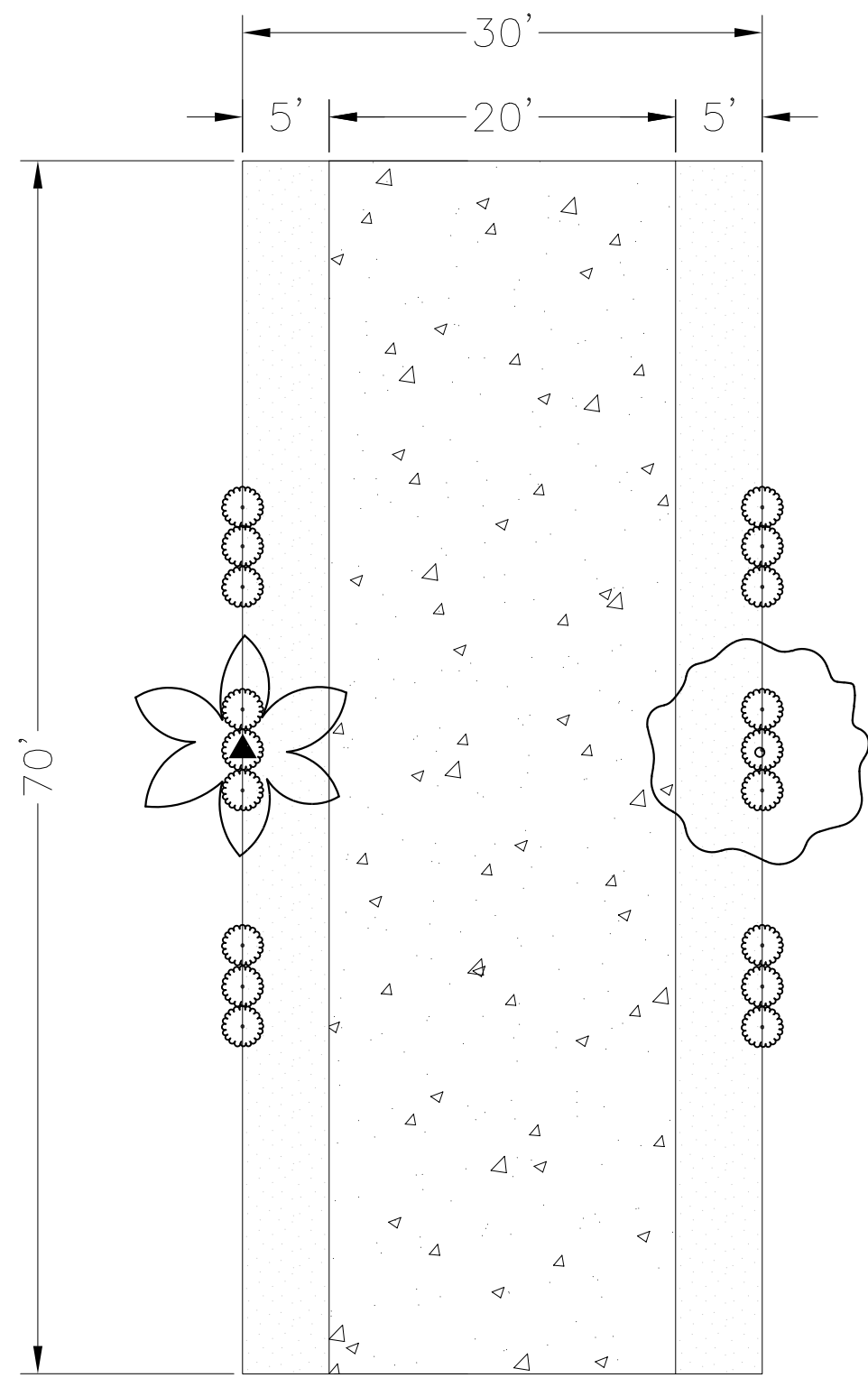
CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21205
DESIGNED BY: MR
DRAFTED BY: JES
CHECKED BY: SH

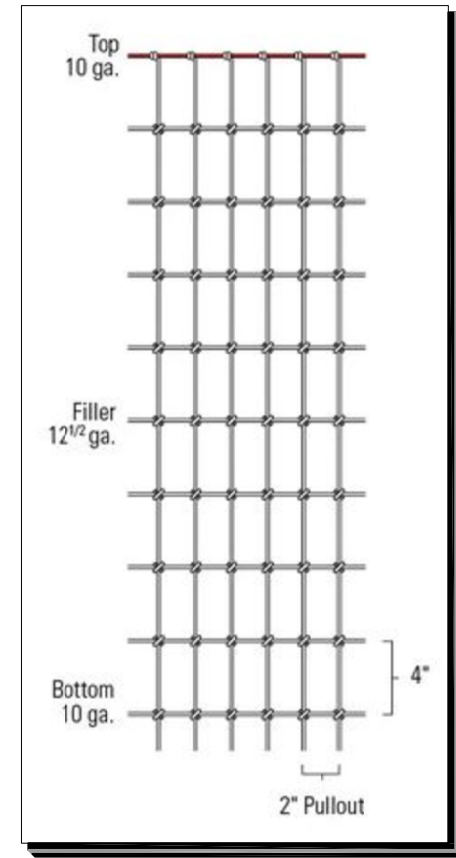
DRAWING FILE: CP_21205-ODP V7
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

MELIA L. RUSSELL, P.E., NO. 68357
NOT VALID WITHOUT SEAL

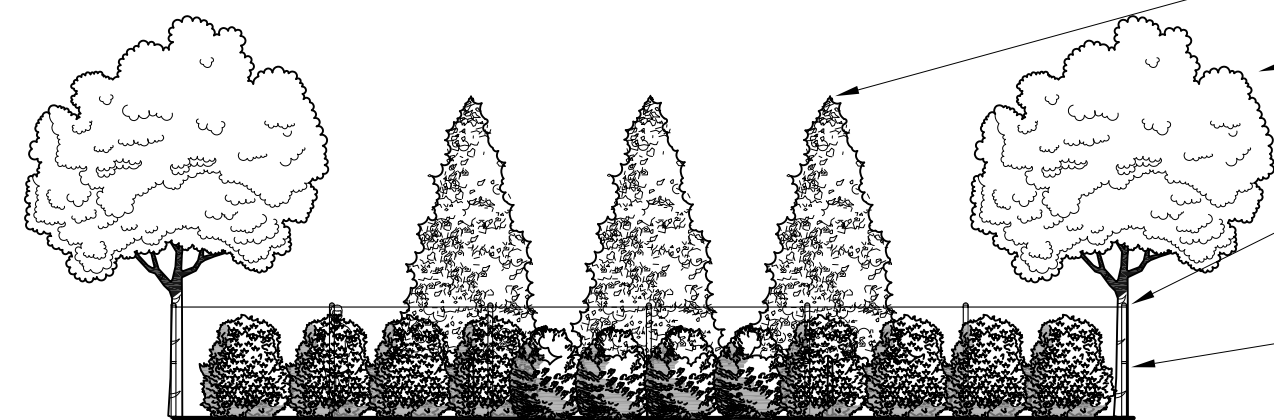
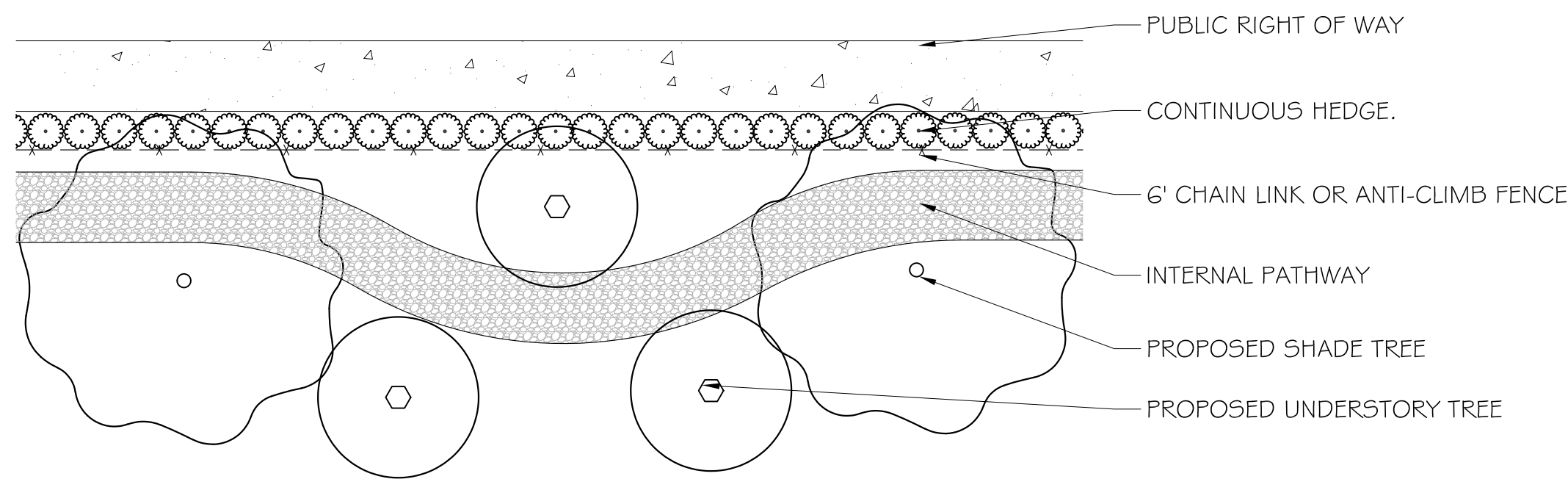
SHEET: **EX1** OF **2**



TYPICAL PAD
LANDSCAPE DESIGN



6' SQUARE
NO CLIMB FENCE



TYPICAL PAD
LANDSCAPE BUFFER

BUFFER REQUIREMENTS PER 100 L.F. TWO SHADE TREES, THREE UNDERSTORY TREES, AND A CONTINUOUS HEDGE.
NOTE: ADJACENT TO ALL RESIDENTIAL, FENCE WILL BE LOCATED ON THE PROPERTY LINE WITH LANDSCAPE INTERIOR. ADJACENT TO ALL PUBLIC R.O.W. THE PROPOSED FENCE WILL BE LOCATED BEHIND THE CONTINUOUS HEDGE. ALL TREES WILL HAVE A MINIMUM HEIGHT OF 8' AND A MINIMUM CALIPER OF 2". ALL SHRUBS WILL BE INSTALLED SUCH THAT WITHIN ONE YEAR OF PLANTING THEY WILL HAVE ATTAINED A MINIMUM HEIGHT OF 3'.
NOTE: PALM ARE NOT TO BE UTILIZED TO MEET THE BUFFER TREE REQUIREMENTS.

PROPOSED 25'
LANDSCAPE BUFFER
W/ WALKING TRAIL

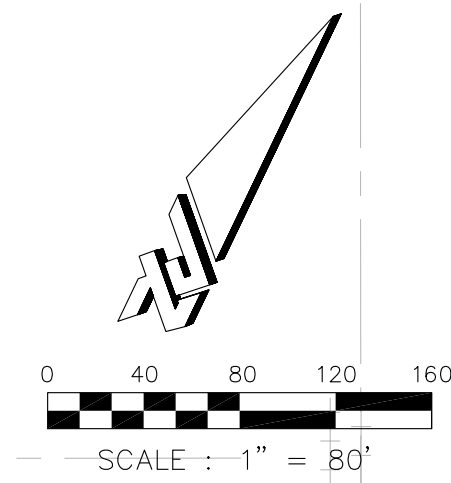
PROPOSED 25'
LANDSCAPE BUFFER
W/ WALKING TRAIL

FLOMIC STREET

PROPOSED 25'
LANDSCAPE BUFFER
W/ WALKING TRAIL

MOBILE AVE.

GARDEN AVE.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO. | DATE | BY | SUBMITTALS / REVISIONS
01 | 7-11-22 | JES | REVISED PER CITY COMMENTS 7/13/22

HOLLY HILL RV RESORT
PLANNED DEVELOPMENT
LANDSCAPE EXHIBIT

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21205
DESIGNED BY: MR
DRAFTED BY: JES
CHECKED BY: SH

DRAWING FILE: CP_21205-ODP V7
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

MELIA L. RUSSELL, P.E., NO. 68357
NOT VALID WITHOUT SEAL

SHEET: EX2 OF 2

PART II - CODE OF ORDINANCES
Chapter 114 - ZONING
ARTICLE II. - DISTRICT REGULATIONS
DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Sec. 114-611. Scope.

This section shall apply to the planned unit development (PUD) districts.

(Ord. No. 2573, § 1(5.5.21A), 1-11-00)

Sec. 114-612. Purpose and intent.

The purpose and intent of the planned unit development (PUD) classification is to provide for integrated developments, which are consistent with the comprehensive plan, so as to promote a mixture of housing costs and types and economical and orderly development consisting of a single or of a mixture of compatible land uses. Further, it is intended that a proposed development be sensitive to existing adjacent and future land uses as depicted by the future land use map of the comprehensive plan, the natural environment and the impact upon supporting public infrastructure through such mechanisms as, but not limited to, the establishment of appropriate buffer areas between land uses, limitations upon the types of permissible uses and structures which are to be permitted in the development.

The PUD classification has been divided into five subclassifications. These subclassifications are agriculture PUD, residential PUD, business PUD, industrial PUD and mixed use PUD.

Agriculture use, as authorized by the agriculture PUD classification, may be viewed as an interim land use that does not significantly impact public services and facilities nor preclude eventual use of the land as prescribed in the city's comprehensive plan. Therefore, the agriculture PUD classification may be deemed to be consistent with any residential, commercial, industrial and institutional future land use designation of the comprehensive plan.

Further regulations applicable to all planned unit developments are located in section 114-771.

(Ord. No. 2573, § 1(5.5.21B), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-613. Permitted principal uses and structures.

The permitted principal uses and structures shall be those agreed upon by the city commission and are dependent upon which subclassification is requested.

- (1) An agriculture planned unit development shall be indicated by an APUD. The permitted uses within an APUD may include the growing of vegetables, fruits, grains, nuts, herbs, spices, mushrooms, and ornamental plants for commercial purposes; the processing of agricultural products produced on the premises including, but not limited to, canning and juicing; the sale of agricultural products produced on the site, including the sale directly to individual consumers who may or may not pick or harvest the produce themselves; and the raising and/or keeping of limited numbers of certain types of animals as may be specifically authorized in an approved development agreement. In addition, limited sales of goods not produced on the premises may be permitted only to the extent specifically authorized in a development agreement provided such sales are incidental and subordinate to the production and sale of agricultural products produced on the premises. The following uses shall not be permitted: a) raising

and/or keeping large animals including horses, burros, donkeys, cows and oxen, except as may be permitted in conjunction with an approved special event; b) raising and/or keeping roosters, peacocks and other crowing or "crying" fowl; c) kennels.

- (2) A residential planned unit development shall be indicated by an RPUD. The permitted uses within an RPUD may be those found in any of the residential zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (3) A business planned unit development shall be indicated by a BPUD. The permitted uses within a BPUD may be those found in any of the business zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (4) An industrial planned unit development shall be indicated by an IPUD. The permitted uses within a [an] IPUD may be those found in any of the industrial zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (5) A mixed use planned unit development shall be indicated by a [an] MPUD. The permitted uses within a [an] MPUD may consist of any of the uses as approved by the city commission.
- (6) Other uses and structures of a similar nature to those listed, after determination by the city commission at the time of master development plan approval that such uses and structures are compatible with the pud development and the surrounding area.

(Ord. No. 2573, § 1(5.5.21C), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-614. Dimensional requirements.

- (1) *Minimum project size:*

Area:

- a. Agriculture PUD: Eight acres.
 - b. Residential PUD: Two acres.
 - c. Business and Industrial PUD: No minimum.
 - d. Mixed Use PUD: One acre.
- (2) *Minimum lot area and yard requirements:* Minimum lot sizes, width, and yard areas shall be described in the development agreement. In determining yard sizes, the city commission shall consider whether or not the proposed PUD will adversely affect adjoining properties. Factors which may be considered in determining yard sizes include, but are not limited to, existing and future land uses, lot size, and buffer requirements.
 - (3) *Density:* The total number of dwelling units per acre of land shall be calculated and described in the development agreement.

(Ord. No. 2573, § 1(5.5.21D), 1-11-00; Ord. No. 2618, § 1, 9-25-01; Ord. No. 2794, § 1, 4-10-07)

Sec. 114-615. Landscape buffer requirements.

The location, width and composition of landscaped buffers shall be determined with consideration of existing and probable future uses in the project and in the surrounding area. They shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21E), 1-11-00)

Sec. 114-616. Off-street parking and loading requirements.

Off-street parking and loading spaces meeting the requirements of section 90-241 shall be constructed. If no parking requirements are prescribed in section 90-241 for a proposed use, the development agreement shall include a requirement for such proposed use. The city commission may allow a reduced number of parking spaces provided such reduction is justified by substantial competent evidence. Any modifications to said requirements, which may be granted by the city commission shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21F), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-617. Traffic impact analysis report.

- (1) *Purpose.* The traffic impact analysis report is designed to identify the traffic impacts and problems which are likely to be generated by a proposed use because of size, density, traffic generation rates, or location. The report will also identify all improvements required to ensure safe ingress and egress from a proposed development, maintenance of adequate street capacity, and elimination of hazardous conditions and improvements necessary for immediately surrounding roadways and intersections as a result of the property development.
- (2) *Thresholds for traffic impact analysis report.* A traffic impact analysis report shall be required, unless waived by the city commission, for any use which will generate in excess of 1,000 trips per day according to rates published by the Institute of Transportation Engineers "Trip Generation Manual" (latest edition) or the Florida Department of Transportation, or according to rates documented by study and agreed to prior to use by the city commission. The contents of the traffic impact analysis report shall meet the requirements of section 114-772.

(Ord. No. 2573, § 1(5.5.21G), 1-11-00)

Sec. 114-618. Types of signs permitted.

Signs will be permitted in accordance with article X of this chapter. For agriculture PUDs, the number, size and location of all signs shall be prescribed in the development agreement.

(Ord. No. 2573, § 1(5.5.21H), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Secs. 114-619, 114-620. Reserved.

Sec. 114-771. Planned unit development regulations.

- (a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.
- (b) **Unified ownership.** All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.
- (c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.
- (d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.
- (e) *Open space requirements.* Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:
 - (1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.
 - (2) Maintenance guarantees shall be approved by the city commission.
- (f) **Procedure for rezoning to PUD.**
 - (1) *Pre-application stage.* A pre-application meeting is required before a PUD rezoning application can be accepted. After the pre-application meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.
 - a. *Pre-application meeting.* The pre-application meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the development code administrator. No fee shall be charged. The applicant need not submit any plans or other information; however, the more information, such as sketch plans, proposed land uses, site information, adjacent land uses, and proposed density, that the applicant does submit, the more complete the responsive comment can be. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan, and of the zoning and subdivision regulation, will be made available at a reasonable cost.
 - b. *Sketch plan.* After the pre-application meeting, a sketch plan may be submitted to the development code administrator. If submitted, written comments on the sketch plan shall be made by the development code administrator and any other interested departments within 30 days. The development code administrator shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwellings, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas (if applicable),

total acreage and existing zoning. Finally, it shall include a vicinity map, and any other information deemed appropriate by the applicant.

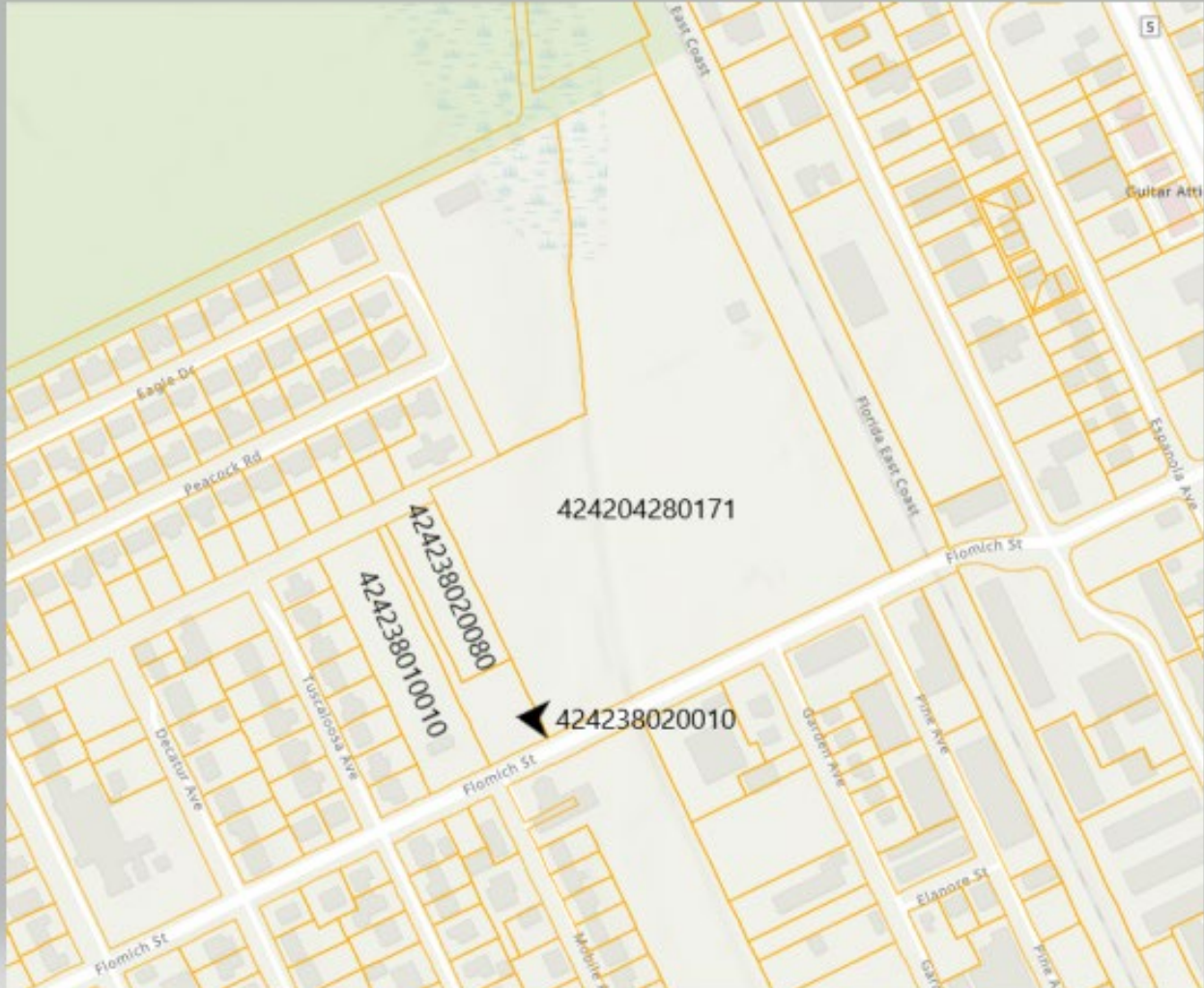
- c. *Written comments.* Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.
- (4) **BPUD, IPUD or MPUD application stage.** An application for rezoning to BPUD, IPUD or MPUD, together with a master development plan (MDP) and such application fees as are set at the pre-application meeting, shall be submitted to the planning and zoning department. If an applicant for rezoning desires concurrent review under the land development regulations, he shall so state at the time of application and shall submit any additional information required by those regulations. The master development plan shall consist of a preliminary plan and a written development agreement. Those documents shall include the following information:
 - a. *Preliminary plan exhibits.* The preliminary plan shall be drawn to an appropriate engineers scale to include the location and boundary of the site referenced by the legal description and boundary survey; the date the plan was drawn, its scale, and a north arrow; and the name, address and telephone number of the developer and his professional project engineers, architects and planners. In addition, the preliminary plan shall include all of the following, if applicable:
 - i. The approximate size and location of all proposed buildings and other structures, the specified use of buildings and structures may be indicated, if known.
 - ii. Generalized off-street parking and loading plans, including circulation plans for vehicular movement.
 - iii. Driveway and access controls, including number and approximate location of driveways.
 - iv. Approximate location, size and description of open spaces, landscaped areas, or buffers.
 - v. Approximate location and size of all easements, rights-of-way, or drainage facilities and structures.
 - vi. Approximate boundary lines and dimensions of parcels proposed to be subdivided.
 - vii. The general topography and physical conditions of the site, including features such as waterbodies, wooded areas, wetland areas, vegetation types, soils, 100-year floodplain areas, and steep grades or depressions on the site.
 - viii. General location of signs.
 - ix. Any other conditions of development, specifications, limitations, constraints, standards or proposed physical features not specifically included in items a. through h. above.
 - b. *Written development agreement.* In addition to a preliminary plan, a written development agreement shall be prepared, following a general format supplied by the Development Code Administrator at the pre-application meeting. The development agreement, along with the preliminary plan, shall govern the development of the BPUD, MPUD or IPUD and shall regulate the future use of the land. The development agreement shall include the following information:
 - i. Evidence of unified ownership and control.
 - ii. Statement agreeing to:
 - iii. Proceed with the proposed development according to all regulations;
 - iv. Provide appropriate performance and maintenance guarantees;

- v. Following all other provisions of this chapter to the extent not expressly inconsistent with the written development agreement, and bind the applicant's successors in title to his commitments.
- vi. A listing of the land uses agreed upon in each component of the BPUD, MPUD or IPUD.
- vii. Maximum building heights.
- viii. Minimum building spacing and floor areas.
- ix. Lot sizes, yard areas, and buffer areas, including perimeter buffers.
- x. Statement regarding ingress/egress controls to the site.
- xi. Statement regarding any road improvements to be made and the thresholds for the traffic impact analysis.
- xii. Statement regarding the disposition of sewage and stormwater, and arrangements for potable water.
- xiii. When the BPUD, MPUD or IPUD is planned for phase development, a schedule of the phases.
- xiv. The proposed language of any covenants, easements or other restrictions.
- xv. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

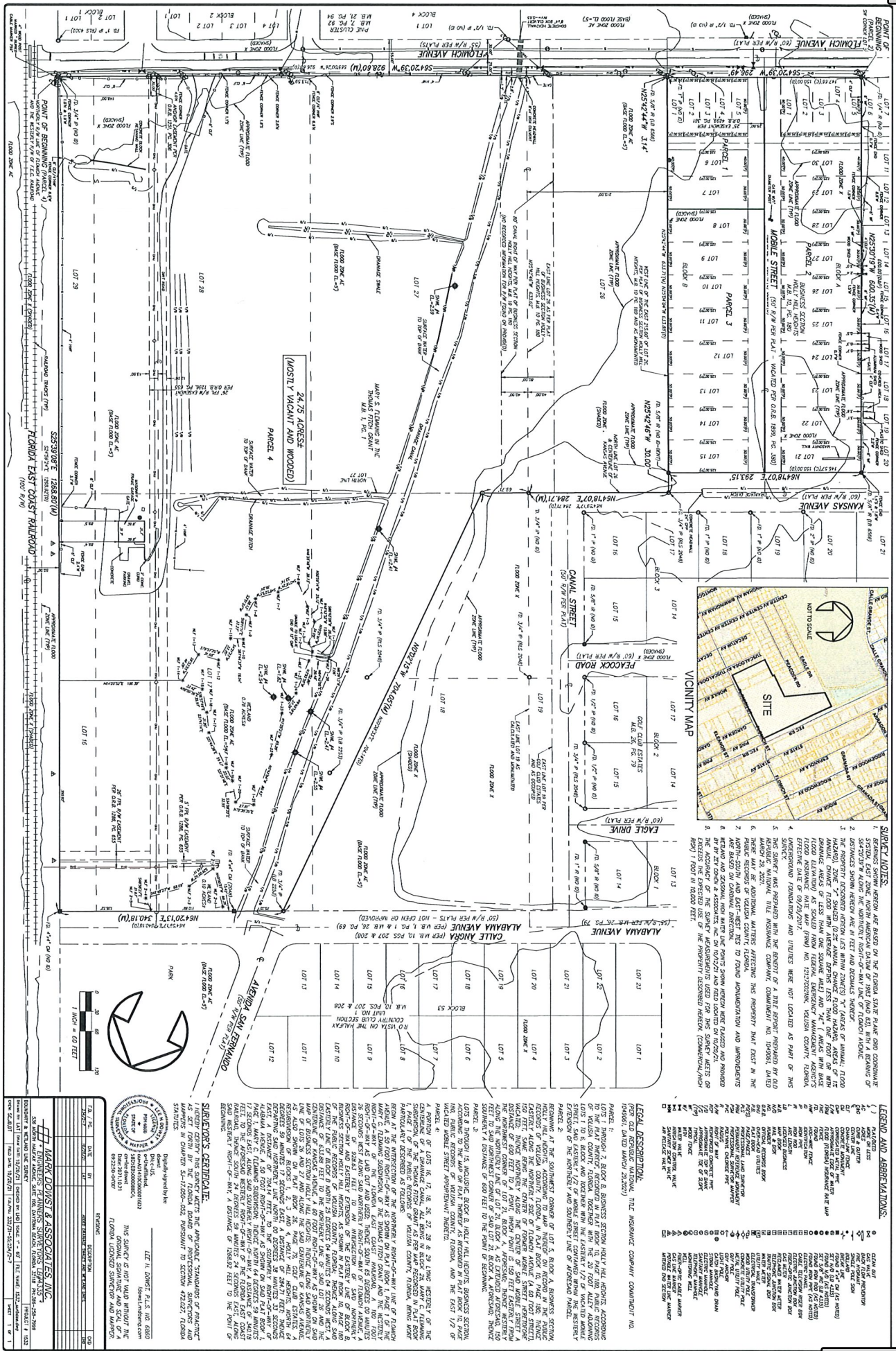
(g) *Post-approval stage.*

- (1) *Recording MDP.* After city commission approval of the rezoning application to PUD, the preliminary plan, and the written development agreement, both signed by the mayor and attested by the city manager, shall be recorded in the public records of Volusia County, Florida, at the expense of the applicant.
- (2) *Final site plan approval.* After the MDP is recorded, a final site plan shall be prepared, submitted, reviewed and approved in the manner required by the land development regulations. If the PUD includes a subdivision required to comply with the land development regulations, preliminary and final plats of the subdivision portion may be submitted in lieu of the final site plan, for review and approval as governed under the land development regulations.
- (3) *Construction.* During construction, the zoning enforcement official shall enforce compliance with the approved final site plan or the final plat.
- (4) *Amendments.* 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 deems appropriate.

(Ord. No. 2573, § 2(5.6.21), 1-11-00; Ord. No. 2618, § 2, 9-25-01)

EXHIBIT "A"

Location Map





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

AltKey: 3197739
 SHEPARD KAY B ET ALS

Parcel ID: 424238010010
 504 FLOMICH ST, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3197739
Parcel ID:	424238010010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 01 - 0010
Owner(s):	SHEPARD KAY B ET ALS - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	504 FLOMICH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (3818 : Holly Hill RV Park BPUD Rezone)



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

AltKey: 3197828
 SHEPARD KAY ETAL

Parcel ID: 424238020010
 MOBILE AVE, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3197828
Parcel ID:	424238020010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0010
Owner(s):	SHEPARD KAY ETAL - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (3818 : Holly Hill RV Park BPUD Rezone)



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

AltKey: 3197836
 SHEPARD KAY B

Parcel ID: 424238020080
 MOBILE AVE, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3197836
Parcel ID:	424238020080
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0080
Owner(s):	SHEPARD KAY B - TIC - Tenancy in Common - 33.33 BISHOP WILLIAM T - TIC - Tenancy in Common - 33.33 BISHOP G ROBERT - TIC - Tenancy in Common - 33.33
Mailing Address On File:	1741 EXPERIMENT STATION RD WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (3818 : Holly Hill RV Park BPUD Rezone)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

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

AltKey: 6231133

FLOMICH PROPERTIES LLC

Parcel ID: 424204280171

490 FLOMICH ST, HOLLY HILL, FL

Parcel Summary

Alternate Key:	6231133
Parcel ID:	424204280171
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 28 - 0171
Owner(s):	FLOMICH PROPERTIES LLC - - 100
Mailing Address On File:	1741 EXPERIMANT STATION RD WATKINSVILLE GA 30677
Physical Address:	490 FLOMICH ST, HOLLY HILL 32117
Property Use:	4800 - WAREH/DIST TERM
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	7252
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (3818 : Holly Hill RV Park BPUD Rezone)



Attachment: Exhibit D - Aerial Map (3818 : Holly Hill RV Park BPUD Rezone)

Aerial Map
Holly Hill RV Resort
Volusia County, Florida

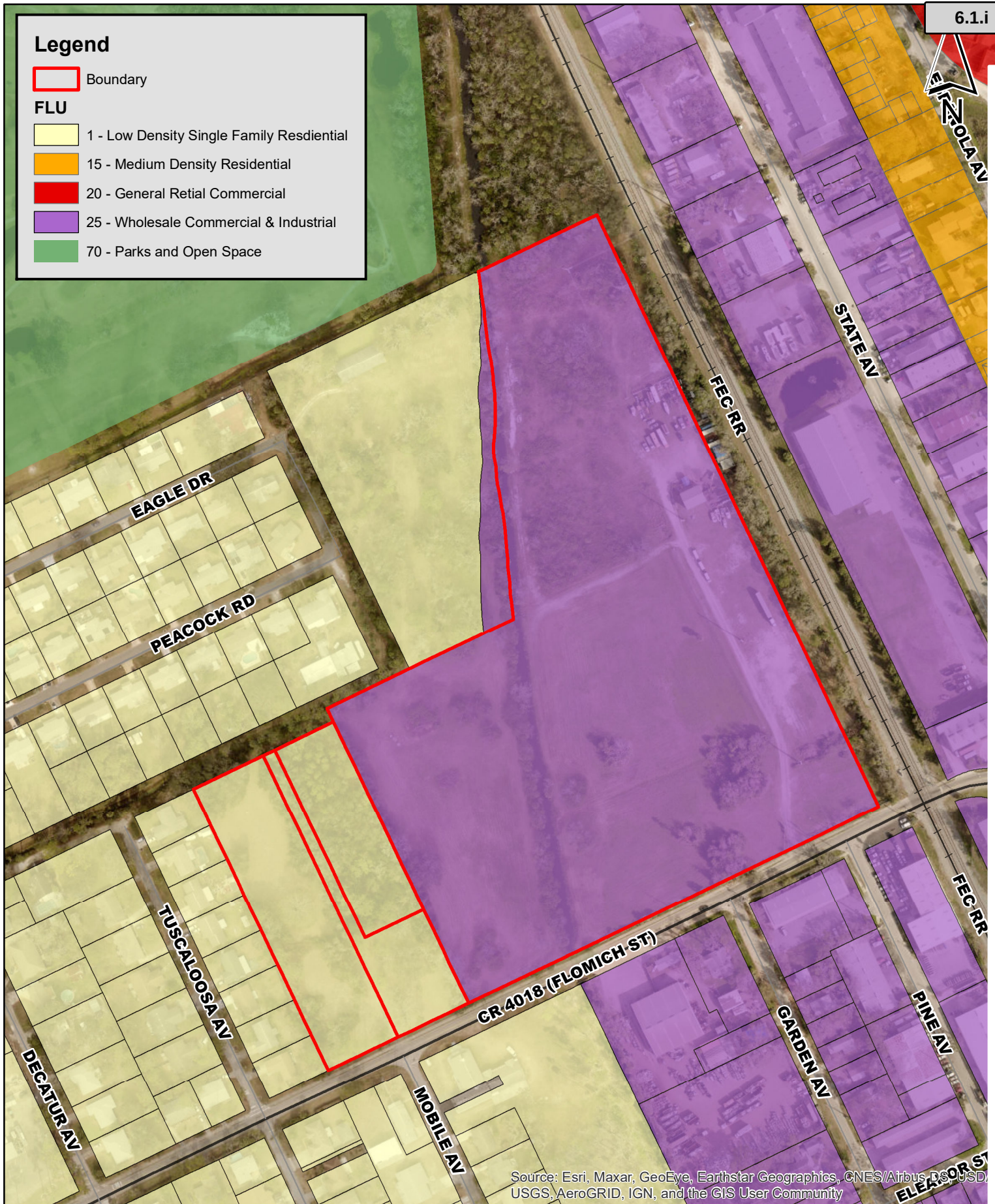
ZEVC COHEN
& ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

Date Saved: 10/27/2021 created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Aerial Map.mxd

210 105 0 210 Feet

Legend
 Boundary
FLU

-  1 - Low Density Single Family Residential
-  15 - Medium Density Residential
-  20 - General Retail Commercial
-  25 - Wholesale Commercial & Industrial
-  70 - Parks and Open Space



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus Ds, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Future Land Use Map Holly Hill RV Resort Volusia County, Florida



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\FLU Map.mxd

240 120 0 240 Feet

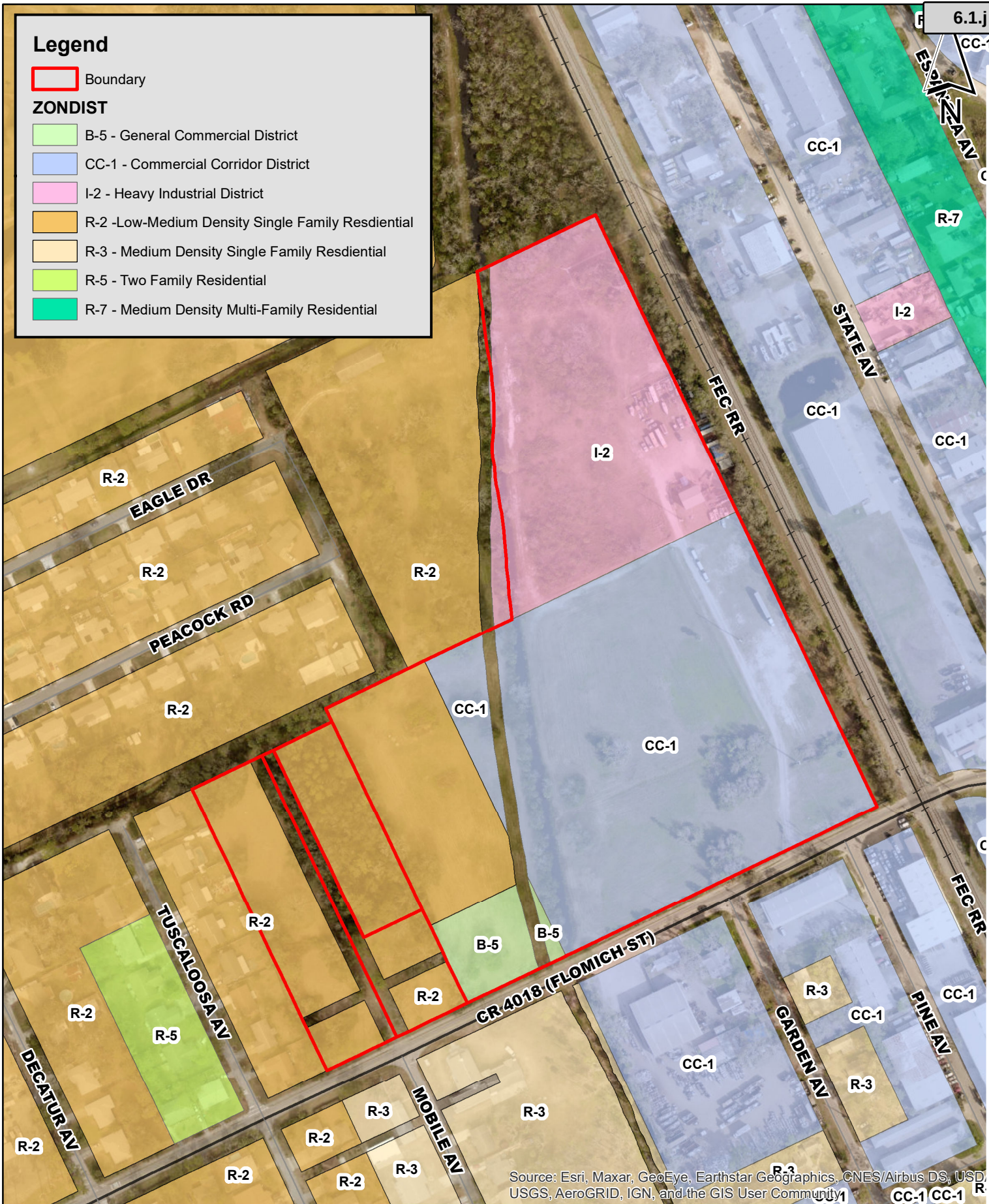


Legend

Boundary

ZONDIST

- B-5 - General Commercial District
- CC-1 - Commercial Corridor District
- I-2 - Heavy Industrial District
- R-2 - Low-Medium Density Single Family Residential
- R-3 - Medium Density Single Family Residential
- R-5 - Two Family Residential
- R-7 - Medium Density Multi-Family Residential



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Date Saved: 11/1/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Zoning Map.mxd

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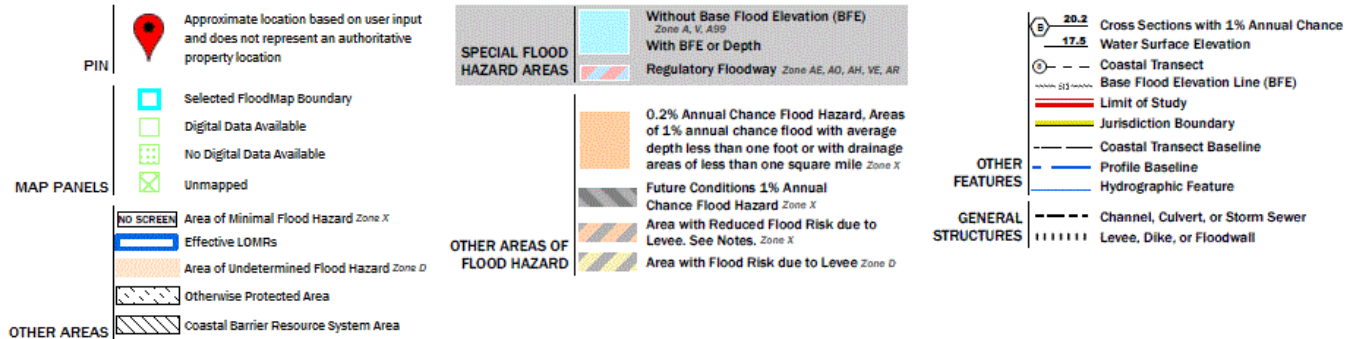
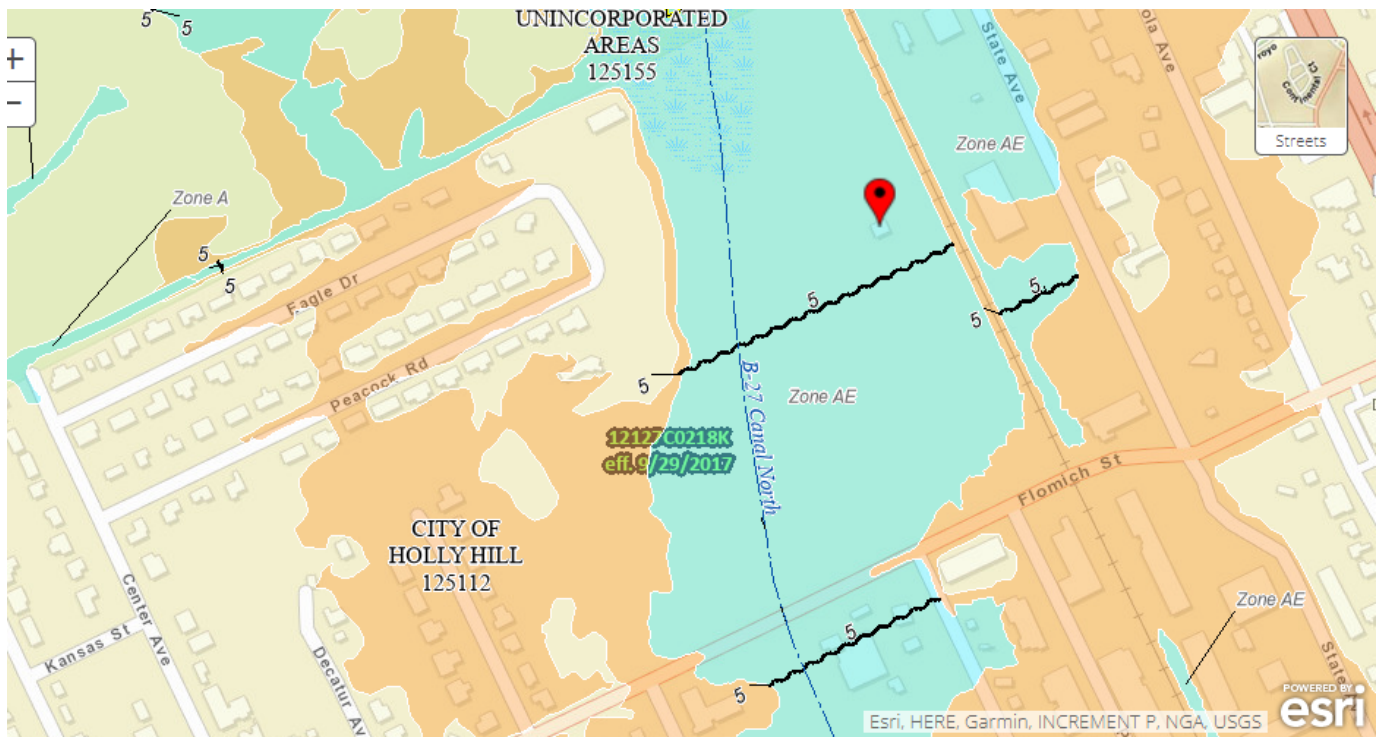
Zoning Map Holly Hill RV Resort Volusia County, Florida



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

Packet Pg. 76

EXHIBIT "G"



Flood Map



6.1.1

Attachment: Exhibit H - Wetlands and Surface Waters Map (3818 : Holly Hill RV Park BPUD Rezone)

Wetlands and Surface Waters Map

Holly Hill RV Resort

Volusia County, Florida



300 Interchange Blvd
Ormond Beach, FL 32174

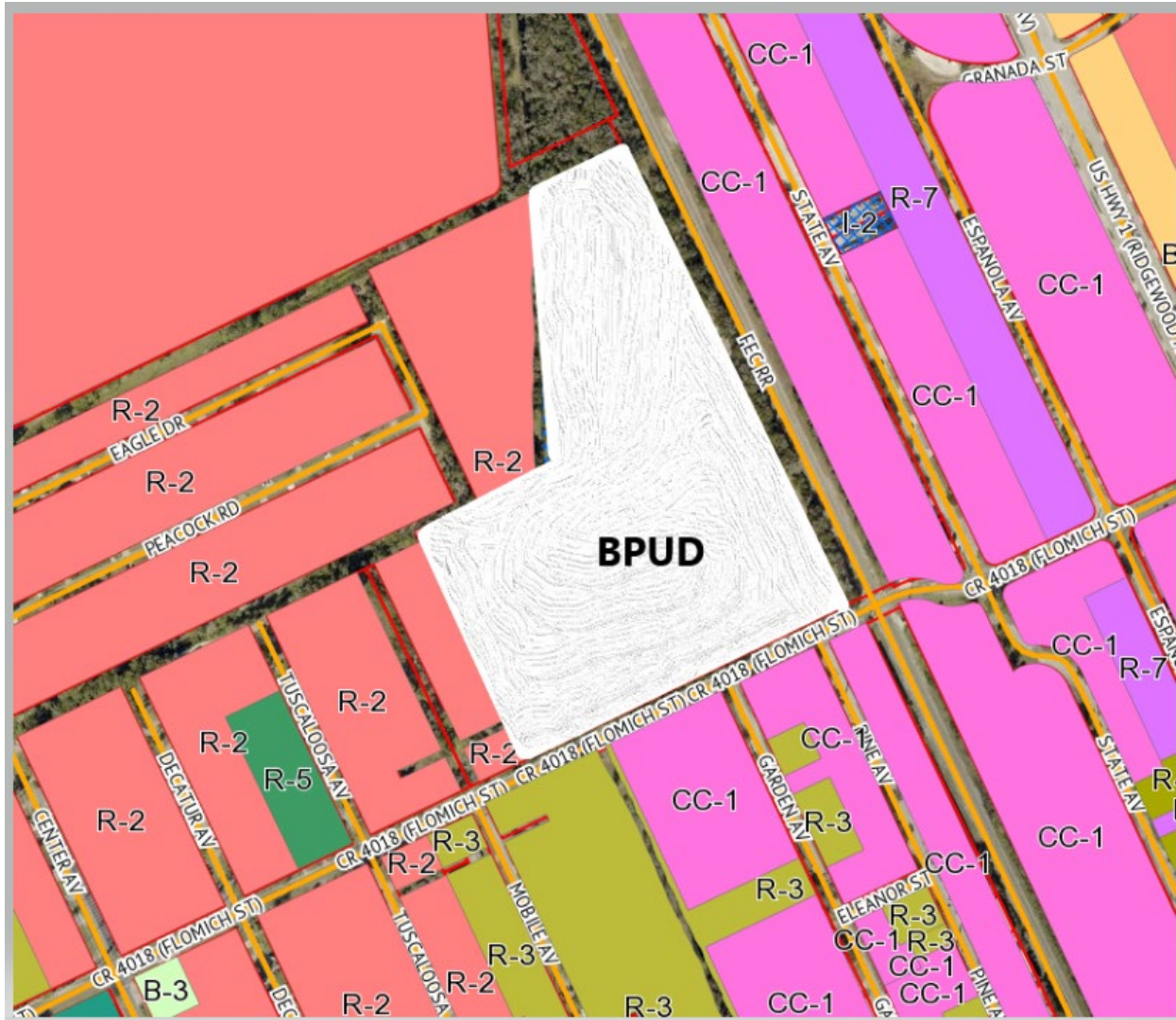
ph 386-6

Packet Pg. 78

Date Saved: 10/27/2021 created by: jdurant

Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Wetlands and Surface Waters Map.mxd

210 105 0 210 Feet



Proposed Zoning - BPUD



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

10.1

**Board of Planning and Appeals
Agenda Item**

MEETING DATE: August 1, 2022
FROM: Eleni Deligianis
SUBJECT: September Date Change
NUMBER: (ID # 3840)
APPLICANT:
PLANNER:

DISCUSSION:

No September 2022 BOPA Meeting.

Propose August 22, 2022 @6PM BOPA Meeting.