

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

REVISED AGENDA • SEPTEMBER 23, 2019

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
Arthur J. Byrnes

Board Member
Dennis Smith

Board Member
Robin D. Hanger

Board Member
Tony Cassata

CITY PLANNER
Brian Walker

Building & Zoning
Liz Nelson

1. CALL TO ORDER**2. INVOCATION****3. PLEDGE OF ALLEGIANCE****4. BOPA MINUTES APPROVAL**

1. Minutes of August 5, 2019 BOPA Meeting
(Requested by Brian Walker, City Planner)

5. AGENDA ITEM(S)

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

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

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

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



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



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

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



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

**Board of Planning and Appeals
Agenda Item**

4.1

MEETING DATE: September 23, 2019
FROM: Brian Walker
SUBJECT: Minutes of August 5, 2019 BOPA Meeting
NUMBER: (ID # 2639)
APPLICANT:
PLANNER: Brian Walker

DISCUSSION: Approve August 5, 2019 BOPA Minutes

FISCAL ANALYSIS: N/A

STAFF RECOMMENDATION: Approve August 5, 2019 BOPA Minutes

COMMISSION GOAL: N/A

MOTION: As determined by the Board

- Voting Conflict Form 8B - Robin Hanger - Aug 5, 2019 BOPA Meeting (PDF)
- August 5, 2019 BOPA Minutes (PDF)

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME HANGER ROB'D PAUL'D		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE BOPD BOARD OF PLANNING & APPEALS	
MAILING ADDRESS 950 LINDENWOOD AVE		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY HOLLY HILL FLA	COUNTY DAL	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 8-5		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☐ ELECTIVE ☒ APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Robin D. Hanger, hereby disclose that on 8-5, 20 19 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I OWN THE PROPERTY

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8-5-19

Date Filed

Robin D. Hanger
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

112.3143. Voting conflicts, FL ST § 112.3143

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Florida Statutes Annotated

Title X. Public Officers, Employees, and Records (Chapters 110-123)

Chapter 112. Public Officers and Employees: General Provisions (Refs & Annos)

Part III. Code of Ethics for Public Officers and Employees (Refs & Annos)

West's F.S.A. § 112.3143

112.3143. Voting conflicts

Effective: May 1, 2013

Currentness

(1) As used in this section:

(a) "Principal by whom retained" means an individual or entity, other than an agency as defined in s. 112.312(2), that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed another to act for the individual or entity, and includes, but is not limited to, one's client, employer, or the parent, subsidiary, or sibling organization of one's client or employer.

(b) "Public officer" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(c) "Relative" means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

(d) "Special private gain or loss" means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:

1. The size of the class affected by the vote.
2. The nature of the interests involved.
3. The degree to which the interests of all members of the class are affected by the vote.
4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

112.3143. Voting conflicts, FL ST § 112.3143

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

(2)(a) A state public officer may not vote on any matter that the officer knows would inure to his or her special private gain or loss. Any state public officer who abstains from voting in an official capacity upon any measure that the officer knows would inure to the officer's special private gain or loss, or who votes in an official capacity on a measure that he or she knows would inure to the special private gain or loss of any principal by whom the officer is retained or to the parent organization or subsidiary of a corporate principal by which the officer is retained other than an agency as defined in s. 112.312(2); or which the officer knows would inure to the special private gain or loss of a relative or business associate of the public officer, shall make every reasonable effort to disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for the state public officer to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

(b) A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection.

(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

(b) However, a commissioner of a community redevelopment agency created or designated pursuant to s. 163.356 or s. 163.357, or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting, when voting in said capacity.

(4) No appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter.

(a) Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, prior to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

112.3143. Voting conflicts, FL ST § 112.3143

(b) In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

(c) For purposes of this subsection, the term "participate" means any attempt to influence the decision by oral or written communication, whether made by the officer or at the officer's direction.

(5) If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

(6) Whenever a public officer or former public officer is being considered for appointment or reappointment to public office, the appointing body shall consider the number and nature of the memoranda of conflict previously filed under this section by said officer.

Credits

Laws 1975, c. 75-208, § 6; Laws 1984, c. 84-318, § 2; Laws 1984, c. 84-357, § 1; Laws 1986, c. 86-148, § 2; Laws 1991, c. 91-85, § 5. Amended by Laws 1994, c. 94-277, § 3, eff. Jan. 1, 1995; Laws 1995, c. 95-147, § 1408, eff. July 10, 1995; Laws 1999, c. 99-2, § 43, eff. June 29, 1999; Laws 2013, c. 2013-36, § 6, eff. May 1, 2013.

Notes of Decisions (11)

West's F. S. A. § 112.3143, FL ST § 112.3143

Current through the 2018 Second Regular Session of the 25th Legislature.

End of Document

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CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • AUGUST 5, 2019

City Commission Chamber

BOPA Regular Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

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

2. INVOCATION

Mike Myer gave the invocation.

3. PLEDGE OF ALLEGIANCE

Robin Hanger led us in the Pledge of Allegiance.

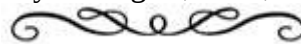
4. BOPA MINUTES APPROVAL

1. Minutes of June 3, 2019 BOPA Meeting

(Requested by Brian Walker, City Planner)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robin D. Hanger, Board Member
SECONDER:	Arthur J. Byrnes, Board Member
AYES:	Byrnes, Myer, Hanger, Smith, Cassata

Enacted and approved this 5th day of August, 2019, in Holly Hill



5. AGENDA ITEM(S)

1. An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property at 1541 and 1567 North Nova Road as More Specifically Described in Attachment (A) from B-2 (Planned Shopping Center District) to B-5 (General Commercial District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, summarized his staff report, stating that the applicant is requesting a rezone at the property location of 1541 N Nova Road, aka Winn Dixie Shopping Center from B-2 (Planned Shopping Center) to B-5 (General Commercial) in order to utilize the property in accordance with the B-5 permitted and special exception uses. The site is currently a large built out shopping center containing a grocery store and a variety of other retail businesses. A rezoning from B-2 to B-5 will also allow the applicant to apply for special exception uses not available in the B-2 zoning district. The requested B-5 (General Commercial) zoning classification is intended to provide areas with local retail stores and services primarily for the use of residents of the community and which are less intensive than those uses permit in the light industrial districts. The B-5 zoning classification is a compatible transition from the B-2 zoning classification; both zoning categories are permitted under the Commercial future land use designation. The subject site is located within an established commercial corridor and the requested rezone will allow uses that are compatible with the trend of development along Nova Road and the area in general. The proposed B-5 zoning district is consistent with the future land use map designation of general commercial and staff finds that requested zoning classification to be consistent with the Comprehensive Plan.

Staff recommends the City Commission adopt the ordinance enacting a rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial).

Arthur Byrnes stated that he did have some concerns regarding the residences that are directly to the east side or the rear of the shopping center and why is the City willing to change their zoning. He was informed that there is a 100 ft buffer between the building and the residences and also this is the only property in our City limits that has a B-2 zoning classification and the B-5 will allow for more uses that would be compatible within the shopping center.

Sam Jaffe, representing the property management company for this shopping center, stepped to the podium stating that Hertz Rent a Car is looking to move into this shopping center and upon doing research he was informed that the B-2 zoning district did not allow that use. Whereas, the B-5 does allow it as a Special Exception use that would have to be approved by the City Commission.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Robin D. Hanger, Board Member
SECONDER:	Tony Cassata, Board Member
AYES:	Byrnes, Myer, Hanger, Smith, Cassata



2. An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 14 (Buildings and Building Regulations) Creating Sections 14-3 and 14-4, to Add Regulations for Storm Protection and Damaged Structures, Amending Section 14-231, Adopting the International Property Maintenance

Code; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner summarized his staff report by stating that staff is asking to amend Chapter 14 of our Land Development Regulations by creating section 14-3 and 14-4, to add regulations for storm protection and damaged structures, amending section 14-231, adopting the International Property Maintenance Code. He continued stating that the City has been taking consistent steps to prevent economic deterioration and eliminate blight. The purpose of the proposed ordinance is to continue those efforts. While it may be necessary to temporality protect a structure from the elements by using material such as plywood, there should be a time limitation for the structure to remain in a "boarded up" condition. What starts out as a temporary means to protect the structure does not become a permanent or prolonged condition which then starts to have a negative impact on the City. The proposed ordinance also adopts the most current edition of the International Property Maintenance Code (IPMC) along with all future amendments and updated. The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings. It is intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. While the city has already adopted an edition of the code, the edition adopted is from 2012.

The members discussed the issue of the after math of a major storm and if our citizens will have enough time to make all repairs needed. They were informed that it will be a case by case basis. The City will make adjustments to accommodate each situation.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Robin D. Hanger, Board Member
SECONDER:	Dennis Smith, Board Member
AYES:	Byrnes, Myer, Hanger, Smith, Cassata



3. An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 110 (Signs) Section 110-11 (A), Off-Premises Outdoor Advertising Signs; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, summarized his staff report by stating that this is an ordinance amending Chapter 110-11(a) of our land development regulations, off-premises outdoor advertising signs (aka billboards). Under the current regulations, billboards on properties not fronting on Mason Avenue are considered legal nonconforming if their existence predated the ordinance enacting the restriction on their location. As such, these legal nonconforming billboards cannot be moved or taken down and rebuilt. However, these restrictions can cause a hardship on vacant properties which have a legal nonconforming billboard on them located in an area that prevents reasonable development of the property. An example was shown of a property on N Nova Road to

demonstrate how a billboard can interfere with the development of a property. In some cases the property owner has a lease agreement with the billboard owner and cannot simply order the removal of the billboard. This ordinance will allow properties with legal nonconforming billboards that significantly hinder development, and that meet specific criteria, to move the billboard or rebuild it in another location on the same property. The determination as to whether or not a billboard significantly hinders the development of a vacant property will be at the sole discretion of the city. A billboard will be considered a significant hindrance if it would not allow the property to be developed or if it would interfere with items such as drainage or stormwater systems, access or traffic circulation.

Staff recommends approval of this ordinance to the City Commission.

Mike Myer informed the Board that Heidi Heller came to his office to discuss something with him, but it had nothing to do with this item.

Heidi Heller, 460 Ridgewood Avenue stepped to the podium to state that she is against this ordinance and billboards. Also stating that she did not understand why on this particular parcel, it was not brought up at the BOPA's last meeting, which discussed this property.

Scott Simpson, City Attorney stated that this parcel is just being used as an example and that the amendment to Chapter 110-11(a) is a city wide change.

A discussion ensued as to the size's and minimum ground clearance for a billboard that is being rebuilt. If the billboard is removed and rebuilt, it has to meet today's standards and setbacks, the minimum ground clearance is 20 feet.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Robin D. Hanger, Board Member
SECONDER:	Dennis Smith, Board Member
AYES:	Byrnes, Myer, Hanger, Smith, Cassata



4. Request for a Front Yard (East) Setback Variance from Twenty-Five Feet (25) Feet to Ten (10) Feet to Construct an Open Porch Seating Area for an Existing Restaurant in the CC-1 (Commercial Corridor) Zoning District, for Property Located at the Southeast Corner of 9Th Street and Ridgewood Avenue and More Specifically Known as 841 Ridgewood Avenue.

(Requested by Brian Walker, City Planner)

At this time member Robin Hanger stated that his trust (Land Trust Agreement 739521) is the applicant, He will be abstaining from this item and has filed a Voting Conflict Form 8B (see attached). He removed himself from the dais.

Brian Walker, City Planner, stated that this is a request for a front yard setback variance from twenty-five (25') feet to ten (10') feet to construct an open porch seating area for an

existing restaurant in the CC-1 (Commercial Corridor) zoning district, located at 841 Ridgewood Avenue. He gave some background information about the property, stating that a structure was built on the property in 1978 and that a Special Exception for a restaurant was granted on November 14, 2017. The applicant purchased the property in 2019 and proposes to continue to use the building as a restaurant. A roof extension canopy approximately 96 feet long is proposed along the front of the building on Ridgewood Avenue in order to provide cover for a proposed seating area. The existing roof overhang of the building encroaches six (6') feet into the required twenty-five (25') feet front setback. However, the building was built in 1978, which predates the Land Development Regulations. The applicant is requesting to extend the existing roof an additional 8.5 feet into the front setback and construct a seating area. Staff finds that the applicant has met all the criteria of Section 82-317 for granting a variance.

Heidi Heller, 460 Ridgewood Avenue, Holly Hill stepped to the podium to express concerns that the survey in the applicants packet mentioned sheet 1 of 2, she wanted to know where is sheet 2 of the boundary survey was. She was informed that the survey in the packet is being used as an exhibit.

RESULT:	APPROVED [4 TO 0]	Next: 8/13/2019 7:00 PM
MOVER:	Arthur J. Byrnes, Board Member	
SECONDER:	Tony Cassata, Board Member	
AYES:	Byrnes, Myer, Smith, Cassata	
ABSTAIN:	Hanger	



6. OLD BUSINESS

None

7. BOARD/STAFF COMMUNICATIONS

None

8. ADJOURNMENT

Meeting adjourned at 6:55 PM



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

**Board of Planning and Appeals
Ordinance**

MEETING DATE: September 23, 2019
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from Mpud (Mixed-Use Planned Unit Development) to Mpud (Mixed-Use Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 2658)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

BLACKRIVER MPUD REZONE - Consider a Rezone from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development) including a density bonus, for approximately 5.4 acres, located on the northeast corner of Ridgewood Avenue and 3rd Street; (Michael O. Sznajstajler of Cobb Cole, Applicant) District 1 - Commissioner Penny (Brian Walker, City Planner).

BACKGROUND:

The property was rezoned from CC-1 (Commercial Corridor) and R-2 (Low Medium Density Single-Family Residential) to MPUD (Mixed-Use Planned Unit Development) on January 24th, 2006. The future land use of the property is Mixed-Use II. The property is located within the city's Redevelopment District Overlay.

The ordinance enacting the current zoning in 2006 and the associated MPUD Agreement are attached as Exhibit A. The current Agreement allows development of the subject property for a multi-family residential project. Commercial land uses consistent with the permitted uses in the CC-1 zoning district are permitted as a secondary use. A public plaza of not less than 6325 feet for use by the general public, including a water feature is also required as part of the current overall development plan.

At this time, the property remains undeveloped except for a single-family home on Daytona Avenue.

DISCUSSION:

The Applicant is requesting a rezone to MPUD (Mixed-Use Planned Unit Development) in order to develop the property in accordance with the MPUD Agreement attached as Exhibit B. Planned developments are specific in nature. And when an applicant desires to change conditions within an existing planned development (PD), such as the uses or density, size, etc., a new PD must be adopted.

The intent of this rezone is to allow development of the property as an affordable senior living community. The base residential density permitted by the mixed-use II future land use is 20 dwelling units an acre, however performance standard bonuses would allow a density bonus of up to an additional 15 dwelling units an acre, for a total of up to 35 units/acre for innovative and high quality design. The density bonus would be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment.

The applicant is requesting a density bonus of 15 dwelling units per acre for a total of 35 dwelling units per acre. The bonus is requested based upon meeting the following bonus criteria:

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

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

Criteria: Provide enhanced site imagery incorporating special landscaping, fountains, sculptures or other special architectural features.

Applicant Response: The Applicant, an affiliate of American Residential Development, incorporates artistic murals and innovative design techniques as a touchstone of every one of its developments. The project will include an artistic mural incorporated into the building design, pedestrian friendly walkways, covered entries, and other building features that will enhance the quality of the buildings.

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

Applicant Response: This project will allow for the redevelopment of a vacant and underutilized property that includes a former planned development that was never brought forward. The proposed residential development will rejuvenate underutilized land within the City of Holly Hill and create affordable housing options with top of the line amenities to service residents of the City.

Criteria: Retention/Creation of business/employment.

Applicant Response: The multi-family residential project will provide new employment opportunities for the property in the form of leasing, management, and maintenance professionals who will oversee the operation of the multi-family development. Further, as an age-restricted affordable housing development, the project will employ individuals in the health care and rehabilitation sector to provide for care and enrichment of the residents.

Staff has reviewed the applicant's proposed performance standard bonuses and recommends approval of the density bonus.

Existing MPUD vs. Proposed MPUD

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

Required Average Minimum Unit Size

Current PD - 1,000 square feet

Proposed PD - 574 square feet

Type of Development

Current PD - Multi-story residential buildings and limited commercial

Proposed PD - Age restricted multi-story residential buildings and limited commercial

Site Area

Current PD - 6.95 acres

Proposed PD - 5.4 acres

Commercial Component

Current PD - requires 15 square feet of commercial per residential unit

Proposed PD - allows commercial development but does not require a minimum amount

Phasing

Current PD - No phasing proposed

Proposed PD - Phasing proposed in that application shall be made for all construction permits for the first phase of the project within three (3) years from the date of approval of the Agreement.

Application shall be made for all construction permits for the second phase of the project within five (5) years of approval of the Agreement. Extensions are permitted as per the Agreement.

FLU AND ZONING OF SURROUNDING PROPERTIES:

Adjacent land uses and zoning are as follows:

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

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

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

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

SITE ANALYSIS

Floodplain Impacts:

Based on FIRM 12127C0356J revised on September 29, 2017, the property is in flood zone X meaning outside of the 100-year floodplain.

Wetland Impacts:

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

Utilities:

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

Sidewalks:

There is an existing sidewalk along the east side of Ridgewood Avenue and the north side of 3rd Street. There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the east side of Ridgewood Avenue with the interior walkway system of the project site.

Landscaping and Buffers:

The project will provide enhanced landscaping along Ridgewood Avenue. Type A, Masonry wall or Type B, Hedge screening shall be constructed along any perimeter adjacent to residential single family dwelling lots. All other landscape buffering shall comply with the Visual Screen requirements of the City's Land Development Code.

Open Space:

Sixty percent (60%) of the residential area of the development shall be open space. Further, 30% of the open space shall be designated as "Common Area."

Consistency with the Land Development Code

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

The request is consistent with the Land Development Regulations of Holly Hill and the surrounding area. The proposed affordable senior housing project is consistent with the objectives of the PUD zoning designation in that it supports the goal for integrated developments, which are consistent with the comprehensive plan, and that promote a mixture of housing costs and types and economical and orderly development consisting of a single or mixture of compatible land uses.

Staff finds the requested MPUD (Mixed Use Planned Unit Development) zoning classification to be compatible with the existing trend of development in the area.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the city's Comprehensive Plan. Per Policy FLU 1.1.2 the base residential density permitted for the Mixed Use-II future land use designation is 20 units/acre, but performance standard bonuses would allow a density of up to 35 units/acre for innovative and high quality design. The Mixed Use-II future land use category allows for a mixture of commercial and multi-family residential.

The proposed Mixed Use Planned Unit Development (MPUD) is compatible with the allowable uses and density provisions of the Mixed Use-II future land use designation, if granted the requested density bonus, as well as with existing adjacent and future land uses, the natural environment and the impact upon supporting public infrastructure.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development) and approve the associated Development Agreement including a density bonus of 15 dwelling units per acre and the Preliminary Development Plan for approximately 5.4 acres for property located the on northeast corner of Ridgewood Avenue and 3rd Street.

ATTACHMENTS:

- Zoning & FLU Maps (PDF)
- Area Map (PDF)
- Photos of Subject Property (PDF)
- Development Plan (PDF)
- Exhibit A - Ord 2759 and Current PD Agmt (PDF)
- Exhibit B - Madison Bay MPUD Agmt (PDF)
- Proposed Elevation (PDF)
- Madison Bay Legal Description (PDF)
- Madison Bay Property Appraiser Cards and Deeds (PDF)
- Sketch of Description (PDF)
- Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (PDF)

Ordinance No. (ID # 2658)

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM MPUD (MIXED-USE DEVELOPMENT DISTRICT) TO MPUD (MIXED-USE DEVELOPMENT DISTRICT); 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 and is consistent with 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 MPUD (Mixed-Use Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

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

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

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

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

EXHIBIT A

LEGAL DESCRIPTION

Legal Descriptions

42440123-0150 (0.70 AC +/-):

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB 2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

42440123-0170 (0.97 AC +/-):

W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY HILL PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

PID# 42440123-0130 (3.23 AC +/-):

LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E

85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80

FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847

PG 1209 PER OR 5593 PG 4601

AND

A PORTION OF 42440123-0220 (0.47 AC +/- OF THE TOTAL 0.91 AC +/-):

N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL PER MB 2 PG 90 PER OR 5601

PG 2923-2924

EXHIBIT B

DEVELOPMENT AGREEMENT

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



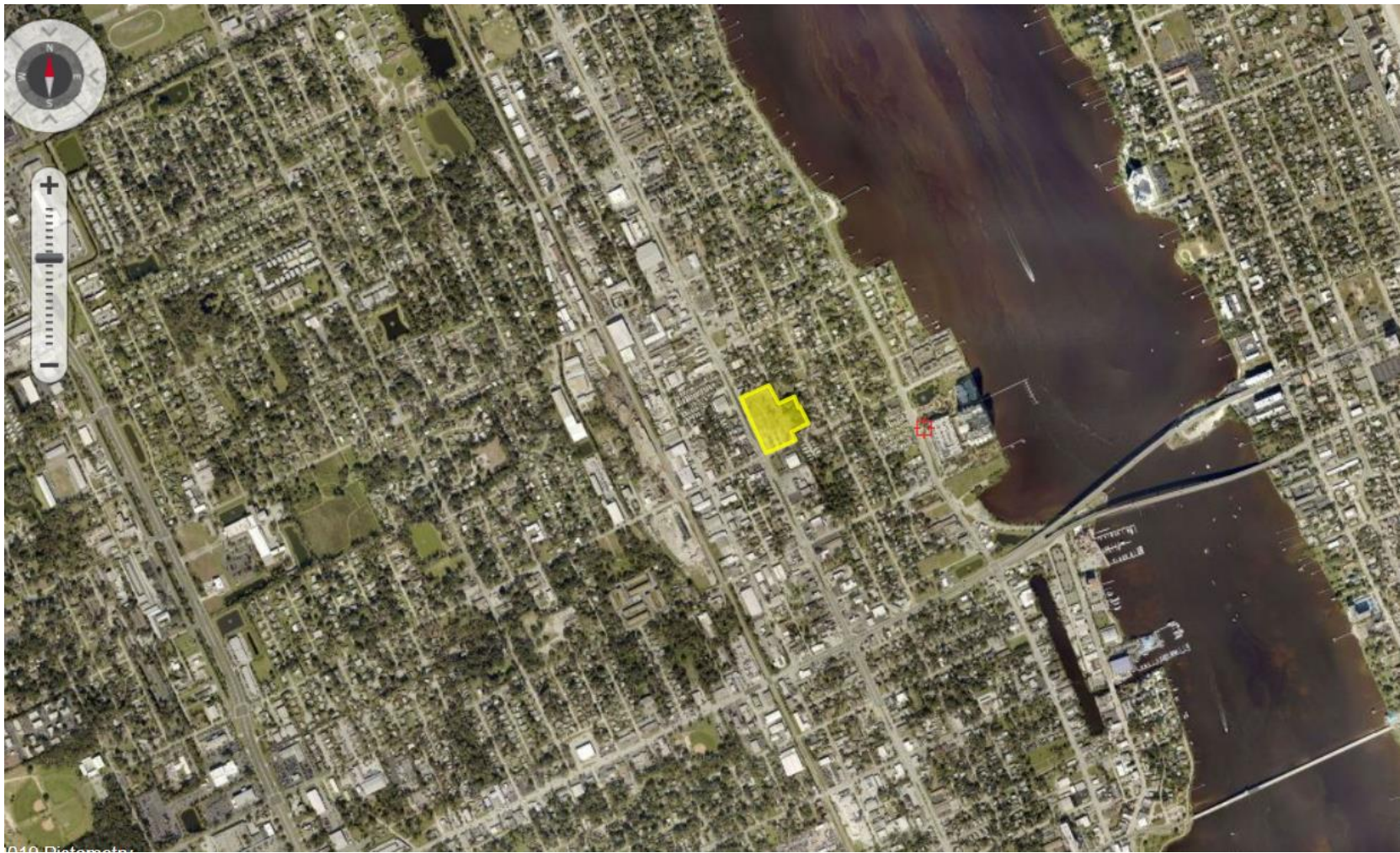
Attachment: Zoning & FLU Maps (2658 : Blackriver MPUD Rezone)

Mixed-Use II Future Land Use



- ☒ **FUTURE_LAND_USE**
 - ☐ Low Density Single Family Resic
 - ☐ Low-Medium Density Residential
 - ☐ Medium Density Residential
 - ☐ High Density Residential
 - ☐ Mobile Home Residential
 - ☐ Mixed Use II
 - ☐ Mixed Use III
 - ☐ Residential-Based Mixed Use
 - ☐ General Retail Commercial
 - ☐ Wholesale Commercial & Indust
 - ☐ Churches Schools & Institutions
 - ☐ Parks and Open Space
 - ☐ Conservation
 - ☐ No City Future Land Use
- ☐ **FEMA_FLOOD_ZONES**
 - ☐ Wetlands
 - ☐ Contours
 - ☐ Parcel Text
 - ☐ WATERWAYS
- ☐ **STREET TYPE**
 - ☐ Address Volusia

Area Map



Attachment: Area Map (2658 : Blackriver MPUD Rezone)

Aerial View





View North From 3rd Street



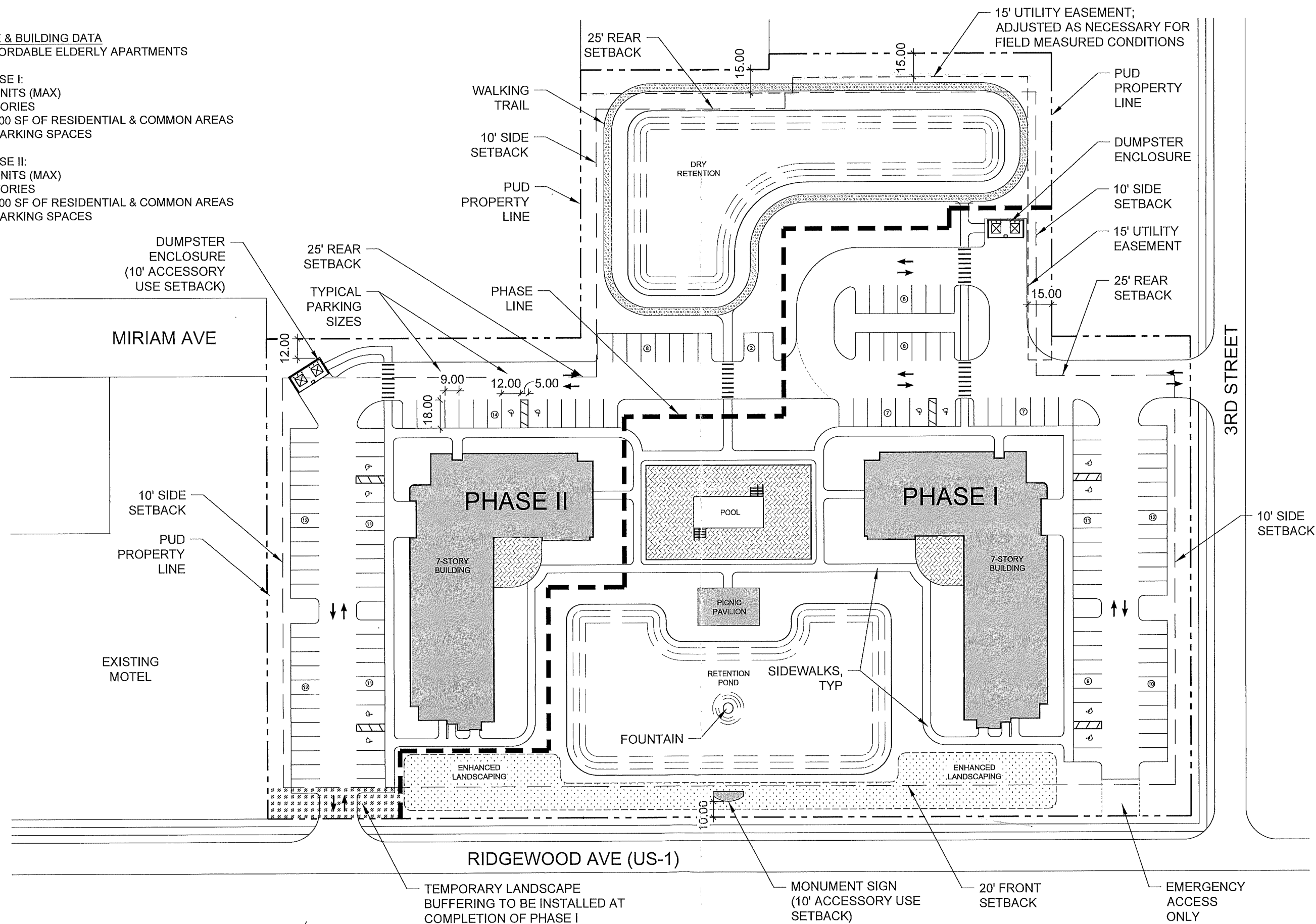
View East From Ridgewood Ave.



SITE & BUILDING DATA
AFFORDABLE ELDERLY APARTMENTS

PHASE I:
90 UNITS (MAX)
7 STORIES
80,000 SF OF RESIDENTIAL & COMMON AREAS
70 PARKING SPACES

PHASE II:
90 UNITS (MAX)
7 STORIES
80,000 SF OF RESIDENTIAL & COMMON AREAS
70 PARKING SPACES



1 PUD SITE PLAN
SCALE: 1" = 60'



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

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

CITY: HOLLY HILL
COUNTY: VOLUSIA

SHEET TITLE: PUD SITE PLAN
PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING

DATE: 07/29/19

REV. NO. DATE

SHEET:

ORDINANCE NO. 2759

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING ORDINANCE 2352, THE LAND DEVELOPMENT REGULATIONS, AS PREVIOUSLY AMENDED, BY REZONING APPROXIMATELY 7.16 ACRES LOCATED ON THE NORTHEAST CORNER OF RIDGEWOOD AVENUE AND 3RD STREET FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT) TO MPUD (MIXED USE PLANNED UNIT DEVELOPMENT); APPROVING A MASTER DEVELOPMENT PLAN AND INCORPORATING IT INTO THIS ORDINANCE FOR THE PURPOSE OF REGULATING THE USE AND DEVELOPMENT OF THE PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce Ordinance No. 2352, the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the owner of the property described herein has requested that the property be rezoned to MPUD (Mixed Use Planned Unit Development District); and

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

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended by changing the zoning designation of the property shown on the attached Exhibit A from CC-1 (Commercial Corridor District) and R-2 (Low-Medium Density Single Family Residential District) to MPUD (Mixed Use Planned Unit Development):

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2658 : Blackriver MPUD Rezone)

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

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

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

SECTION 5. That this Ordinance shall become effective upon the effective date of Ordinance No. 2743.

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at a scheduled meeting held in Commission Chambers at City Hall on the 3rd day of January, 2006.

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

Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	No
Commissioner Traci A. Anderson	No

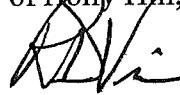
The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 24th day of January, 2006.

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

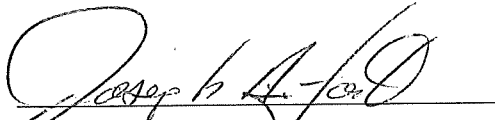
Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	No
Commissioner Traci A. Anderson	No

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 24th day of January, 2006, for the purpose of authenticity as is required by law.

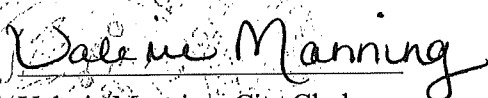
City of Holly Hill, Florida



Roland D. Via, Mayor


Joseph A. Forte, City Manager

Attest:


Valerie Manning, City Clerk

“Attachment A”---M-PUD Ordinance No. 2759
CITY OF HOLLY HILL
MIXED USE PLANNED UNIT DEVELOPMENT (M-PUD)
MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the 26th the day of January, 2006, by and between the CITY OF HOLLY HILL, FLORIDA (hereinafter also referred as the City”), and BLACKRIVER, LLC. of 2101 John Anderson Drive, Ormond Beach Florida 32176 (hereinafter also referred to as the “Owner/Developer”) for the mixed use project at the north east intersection of 3rd Street and Ridgewood Ave., Holly Hill, Florida.

WITNESSETH

WHEREAS, the Owner/Developer warrants that it holds legal title to the property described in Paragraph 1 below 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 desires to facilitate the orderly development of the Subject Property for mixed use planned unit development purposes, including residential multi-family and commercial shops in compliance with the laws and regulations of the City and other pertinent governmental authorities, and the Owner/Developer also desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the Owner/Developer has sought the City’s approval for plans to develop its property, and the City approved a concept site plan for said property on January 24, 2006---see EXHIBIT “B” attached hereto---subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement between the parties concerning the matters contained herein;

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. Ownership. The Owner/Developer represents that it is the present owner of the subject property (hereinafter referred to as the “Subject Property”) described in EXHIBIT “A” attached hereto.

2. Title Opinion/Certification. The Owner/Developer shall provide to the City, in advance of the City’s execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

3. Subordination/Joinder. Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement, or else the lienholder must join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain any such subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of the Agreement.

4. Development Standards. The Subject property shall be developed in compliance with the approved concept site plan, Exhibit B, as a Mixed Use Planned unit Development (M-PUD).

- (a) Maximum allowable number of dwelling units: 55 Dwelling Units per acre, which includes any granted density bonus.
- (b) Minimum Average size of dwelling units: One-thousand (1,000) square feet.
- (c) Compliance with approved site plan: Substantial compliance with the approved concept site plan shown as Exhibit "B" is required.
- (d) Maximum allowable building height: One Hundred and Seventy (170) feet, exclusive of roof-mounted mechanical equipment, antennae, elevator housing, exit stairways, roof parapets, and other non-habitable accessory, decorative or service features. Maximum building height includes that portion of the building where lower-level under-residential-floors parking is located.
- (e) Method of height measurement: The maximum building height shall be measured vertically from finished grade.
- (f) Type of development: The major element is multi-story residential dwellings. Commercial development consistent with the permitted uses in the Commercial Corridor – 1 Zoning District Regulations is also allowed.
- (g) Minimum allowable building setbacks: As depicted on approved concept site plan.
- (h) Minimum required number of vehicle parking spaces: 1.5 spaces/dwelling unit and 1 space per 250 square foot of commercial building under air.
- (i) Architectural standards: Must comply with City of Holly Hill Redevelopment District Overlay; architectural style must be "Mediterranean," "Spanish," or "Florida Vernacular."
- (j) Buffering:
 - 1. A six (6) foot high stuccoed masonry wall shall be constructed along any perimeter adjacent to residential single family dwelling lots.
 - 2. The landscape bufferyard along the east side of the project site shall be a minimum of ten (10) feet wide, with three (3) shade trees, three (3) understory trees, and thirty (30) bushes per one hundred (100) lineal feet.
- (p) Commercial development: The minimum amount of commercial development shall be 15 s.f. per residential dwelling unit.

5. Impact Fees: The Owner/Developer shall be responsible for payment of all government impact fees incurred by the project, less any applicable impact fee credit.

6. Utility Lines on the Subject Property. The Owner/Developer shall be responsible for making sure that all utility lines on the Subject Property are placed underground. A minimum 10-foot wide utility easement shall be granted to the City along the Ridgewood Avenue right-of-way.

7. Obligations for Infrastructure Operation and Maintenance. The proposed utility facilities shown on the approved site plan are and shall be privately operated and maintained, with the exception of the 10-foot wide utility easement granted to the City along the Ridgewood Ave. right-of-way. The Owner/Developer hereby acknowledges that the City will not accept the ownership, operation or maintenance of any utilities (including but not limited to sanitary sewer, potable water, reclaimed water, or storm sewer) for a project which was approved as a single ownership development and which is subsequently split into multiple ownership.

8. Landscape maintenance. The Owner/Developer, and its heirs, successors and assigns, at its own cost and expense, shall at all times properly maintain and replace, as necessary, the landscaping installed pursuant to this Agreement.

9. Land Uses Allowed by this Planned Unit Development. The purpose of this Agreement is to allow development of the Subject Property for a multi-family residential project, including as a secondary element commercial land uses, and customary accessory uses. Included shall be a house on the property identified as 326 Daytona Ave. and shall be counted as part of the total density.

A public plaza of not less than 6325 feet for use by the general public shall be constructed with additional improvements at a cost not less than \$50,000.00 and shall include a water feature as reflected on the concept plan. Engineering and permitting and other soft costs shall not be included in the \$50,000.00 improvement costs.

10. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and City laws, rules and regulations regarding the protection of wetlands and endangered species.

11. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the M-PUD shall be provided in accordance with the City of Holly Hill Comprehensive Plan and Land Development Code, plus the State of Florida Administrative Code, by connection to the City's central water and sewer system. All off-site utility lines and easements for the provision of utility services shall be conveyed and dedicated to the City even if the actual utility services may be provided by others.

12. Stormwater Drainage. Provision for the stormwater management system shall be in accordance with the City's Land Development Code, the requirements of the St. Johns River Water Management District, and the requirements of the Florida Department of Environmental Protection. Any easements that may be required by the City for stormwater transmission, retention or detention shall be provided by the Owner/Developer in a manner acceptable to the City Attorney at no cost or expense to the City.

13. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the City of Holly Hill Land Development Code. The Subject Property shall be developed in substantial compliance with the following access and transportation system requirements:

Vehicular access. Subject to approval by the Florida Dept. of Transportation, a minimum of one point of vehicular access from Ridgewood Avenue to the site shall be required. No vehicular access may be permitted from Daytona Avenue.

Sidewalk access: There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the east side of Ridgewood Avenue with the interior walkway system of the project site.

14. Enforcement. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the property for said monies, until they 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 eighteen percent (18%) compounded annually or at the maximum rate allowed by law. This agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without reference to conflicts of laws provisions. The prevailing party in any legal dispute arising out of this agreement shall be entitled to an award of its reasonable attorney's fees and costs from the other party. Venue for any litigation shall be in State Court, Volusia County, Florida.

15. Indemnification. The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs and 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 described in Paragraph 1 above, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, or quality of the use or development of the Subject Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

16. Concept Site Plan Approval. The concept site plan approval and Mixed Use Planned Unit Development zoning, given at the regular meeting of the City Commission on January 24, 2006, is specifically incorporated into this Agreement by reference for the purpose of clarifying boundaries, locations, areas, and improvements described in this Agreement; all future submitted plans and subsequent development shall be in accordance with and subject to the terms of said site plan approval or as officially amended by the City. The referenced concept site plan and attached building elevation are labeled as EXHIBIT "B".

17. Recording and Effective Date. This Development Agreement and all subsequent amendments shall be filed with the Clerk of Court of Volusia County, Florida, and recorded following execution of the document by the City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City of Holly Hill. The applicant shall be responsible for and pay all legal and filing costs for recording documents.

18. Compliance. The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement and the City's Land Development Code, including but not limited to, the site plan regulations of the City existing as of the date of this Agreement, which are incorporated herein by reference. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or its successors and assigns, in first class workmanlike fashion so as to present a pleasing appearance and to ensure compliance with the City's Land Development Code. The City may, after forty-five (45) days written notice and period of time to cure deficiencies without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals to the Subject Property should the Owner/Developer fail to comply with the terms of this Agreement.

Unless otherwise specifically stated in this Agreement, all current and future ordinances and regulations of the City and other applicable regulatory bodies shall apply to this Agreement.

Deviations from this Agreement: The City Manager or his designee is authorized to approve minor deviations from this Agreement. However, major deviations from this Agreement, as determined by the City Manager, shall require City Commission approval.

19. Utility Easements. So long as utility easements do not materially interfere with the Owner/Developer's use and enjoyment of the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to, drainage sewer, water, and reclaimed water services.

20. Notices. Where notice is herein required to be given, it shall be by certified mail, return receipt requested, addressee only, by hand delivery or courier. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVE:

John Rainey, Managing Member
Blackriver, LLC.
2101 John Anderson Drive
Ormond Beach, Florida 32176

CITY'S REPRESENTATIVE:

Roland Via, Mayor
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

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

21. Other City Approvals and Permits. The approval and execution of this Agreement by the City does not exempt the Owner/Developer of the Subject Property from obtaining any and all other approvals and permits necessary to obtain Development Orders and Building Permits for the development of the Subject Property.

22. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement and Grant-of-Easement.

23. Binding Effect. This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and its assigns and successors in interest, and the City and its assigns and successors in interest. The Owner/Developer agrees to pay the cost of recording this document in 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.

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

WHEREFORE, the undersigned parties, as the duly authorized representatives of the City Commission of the City of Holly Hill, Florida, and the property owner, do hereby agree to the aforesated terms and conditions this 26th day of January, 2006.

ATTEST:

Valerie Manning
Valerie Manning, City Clerk

HOLLY HILL CITY COMMISSION

Roland Via
Roland Via, Mayor

Joseph Forte
Joseph Forte, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26th day of January, 2006, by Joseph Forte and Roland Via, as City Manager and Mayor, City of Holly Hill, respectively, on behalf of the City of Holly Hill, and who are personally known to me.

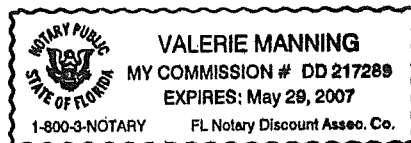
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Valerie Manning

Commission No.: DD217289

My Commission Expires: May 29, 2006



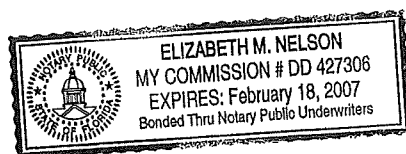
WITNESSES:

V. Vainella

Blackriver LLC.

John Rainey
John Rainey, Managing member

The foregoing instrument was acknowledged before me this 26th day of January, 2006, by John Rainey, as _____, on behalf of the Blackriver, LLC and who are personally known to me.



Elizabeth M. Nelson
NOTARY PUBLIC, STATE OF FLORIDA
Type or print name:
Commission No.: DD 427306
My Commission Expires: 2-18-07

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2658 : Blackriver MPUD Rezone)

326
DAYTONA
AVE

FUND OWNER'S FORM
SCHEDULE A

Instrument# 2006-03424
Book: 5764
Page: 1173

5.1.e

Policy No.: **OPM-2835601**

Effective Date: **07/15/05** Agent's File Reference: **JOHNRAIN**
12:00.00 p.m.

Amount of Insurance: \$ **250,000.00**

1. Name of Insured:
BLACKRIVER, L.L.C.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book **5601**, Page **2923**, of the Public Records of **Volusia** County, Florida.

3. The land referred to in this policy is described as follows:

The Northerly 20 feet of Lot 21, and all of Lot 22, Block 23, Mason & Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

OSSINSKY & GEORGE
ATTORNEYS AT LAW

ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

500 N OLEANDER AVENUE

MAILING ADDRESS

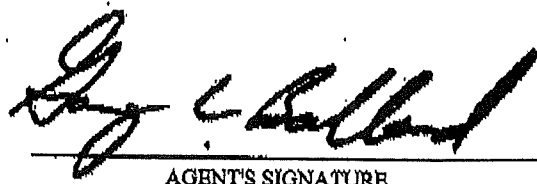
FUND Form OPM-SCH.A (Rev. 1/98) [486]

1635

AGENT NO.

DAYTONA BEACH

CITY


AGENT'S SIGNATURE

FL 32118-4083

ZIP

(01/02 DisplaySoft 01-WIN-1-1

Packet Pg. 40

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2658 : Blackriver MPUD Rezone)

Instrument# 2005-225785 # 2
Book: 5629
Page: 2642
Diane M. Matousek
Volusia County, Clerk of Court

327 RIDGEWOOD
GAMBLE

EXHIBIT A

PARCEL 1: The Westerly 135 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 2: The Easterly 110 feet of the Westerly 245 feet of Lots 17 and 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 3: The Westerly 135 feet of Lot 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 4: The Westerly 153 feet of Lots 15 and 16, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

EXCEPT those portions of the above-described parcels lying within the right of way of U.S. Highway No. 1.

Page: 1174

Attachment: Exhibit A - Ord 2759 and Current PD Agmt (2658 : Blackriver MPUD Rezone)

EXHIBIT A**PARCEL NO. 1:**

Lots 13 AND 14, except the Westerly 20.16 feet of Right-of-Way of U.S. Highway No. 1, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 2:

All of Lot 15, except the Westerly 153 feet thereof, and also all of Lot 16, except for the Westerly 153 feet thereof, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 3:

The Easterly 85 feet of Lot 18, and the Easterly 85 feet of Lot 17, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 4:

The Westerly 180 feet of Lot 20 and the Southerly 80 feet of the Westerly 180 feet of Lot 21, Block 23, Mason and Carrawell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

HAPPYTIME
403 RIDGEWOOD

THIS INSTRUMENT WAS PREPARED BY:
RECORD AND RETURN TO:

John L. Whiteman, Esquire
Rogers Towers, P.A.
170 Malaga Street, Suite A
St. Augustine, Florida 32084

Parcel Account # 5337-33-02-0050

Page: 176

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 29 day of June, 2005, by KANERET, LLC, a Florida limited liability company, whose address is 45 Anastasia Lakes Drive, St. Augustine, Florida 32080, hereinafter called "Grantor," to BLACKRIVER, LLC, a Florida limited liability company, whose address is 2101 John Anderson Drive, Ormond Beach, Florida 32176, hereinafter called "Grantee";

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Volusia County, Florida as shown and more particularly described as follows (the "Property"):

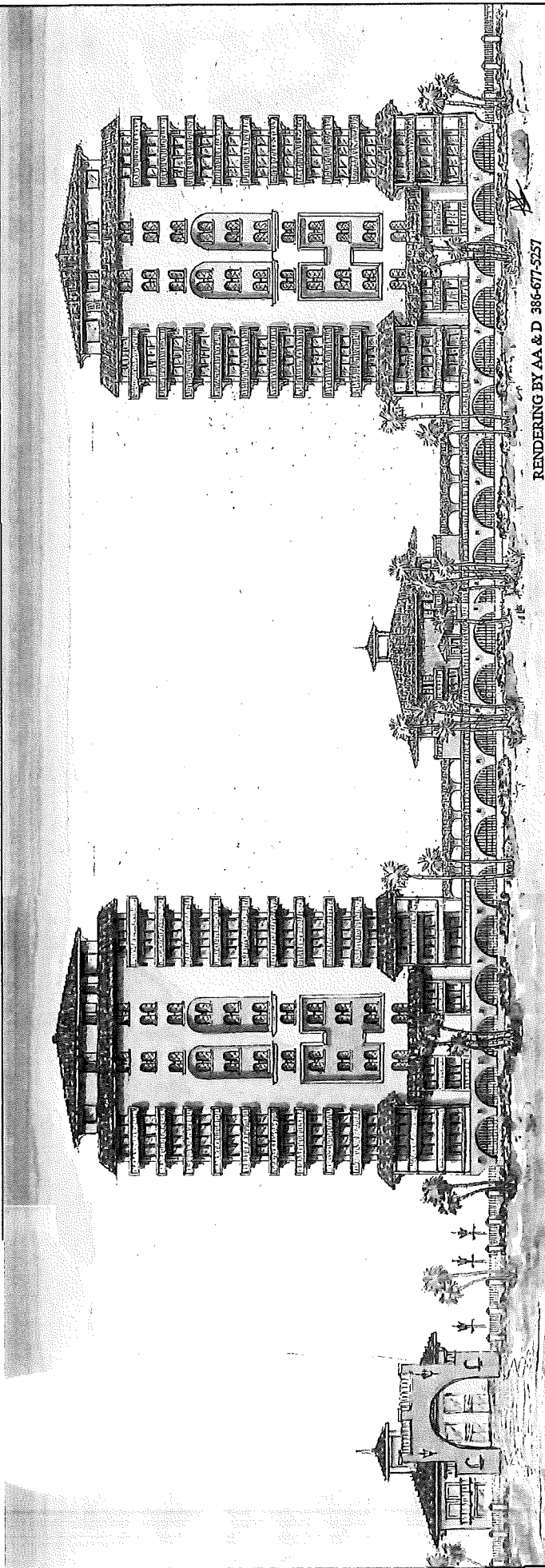
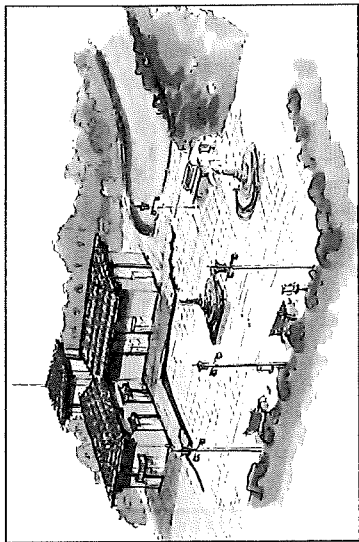
All of Lots 5 and 6, EXCEPTING therefrom that portion taken for the widening of Ridgewood Avenue, a 100 foot right of way as currently laid out and used, and also Lots 13 and 14, EXCEPTING therefrom the Easterly 100 feet of said Lots 13 and 14, all in Block B, OAKRIDGE PARK, according to the Plat thereof, as recorded in Map Book 7, at Page(s) 18, of the Public Records of Volusia County, Florida.

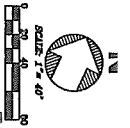
AND

Lots 7, 8 and 9, EXCEPTING therefrom that portion taken for the widening of Ridgewood Avenue, and also Lots 10 and 11, and the Westerly 52.50 feet of Lot 12, all in Block B, OAKRIDGE PARK, according to the Plat thereof, as recorded in Map Book 7, at Page(s) 18, of the Public Records of Volusia County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto of Grantor belonging or in anyway appertaining to the Property, subject to the permitted encumbrances identified on Exhibit A attached hereto and incorporated herein (the "Permitted Encumbrances"), with this reference not serving to re-impose any of said Permitted Encumbrances.

TO HAVE AND TO HOLD, the same in fee simple forever.





FIFTH STREET

MIRIAM AVE.

DAYTONA AVE.

TOTAL PARKING SPACES: 665± (INCLUDES 14 H/C SPACES)
COVERED SPACES: 257 (MAY VARY)
TOTAL CONDO UNITS: 392
SEE DETAIL "A" FOR BUILDING LAYOUT AND FLOOR PLAN

TOTAL SITE AREA= 6.95 ACRES (302,496± sq ft)
TOTAL IMPERVIOUS AREA= 80% (242,227± sq ft)

RIDGEWOOD, AVE. US 1

THIRD STREET

PROJECT:
PROPOSED MULTI-USE
PROJECT
RIDGEWOOD AVE. AND THIRD ST.

GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, EASES-OF-WAY AND/OR OWNERSHIP WERE
FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN THEREIN. THERE MAY BE ADDITIONAL INSTRUMENTS AND/OR
OTHER METHODS THAT ARE NOT SHOWN ON THIS PLAN OF SURVEY THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN
LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION
OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDRETHS THEREOF.

THE TERM CREATED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OP OF THIS SUBORER AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. FURTHERMORE, THIS SUBORER AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM INEFFECTIVE OR INACCURATE INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SUBORER'S OPINION.

Document Prepared By:

Michael O. Sznajstajler, Esquire
Cobb Cole
149 S. Ridgewood Ave. Suite 700
Daytona Beach, FL 32114

Return Recorded Document To:

Holly Hill City Clerk
1065 Ridgewood Avenue
Daytona Beach, FL 32117

PUD ORDINANCE NO. _____
CITY OF HOLLY HILL
PLANNED UNIT DEVELOPMENT (PUD)
MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between **THE CITY OF HOLLY HILL, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida (the “City”), **BLACKRIVER, LLC**, a Florida limited liability company, located at 2101 John Anderson Drive, Ormond Beach, Florida 32176 (“Owner”) and **MADISON BAY, LLC**, a Florida limited liability company, located at 558 West New England Avenue, Suite 250, Winter Park, Florida 32789 (“Developer”).

WITNESSETH

WHEREAS, Owner warrants that it holds legal title to the property described in Paragraph 1 below and Exhibit “A” attached hereto; and

WHEREAS, Owner/Developer desire to facilitate the orderly development of the Subject Property for planned unit development purposes, including a residential multi- family development within the laws and regulations of the City and other (pertinent governmental authorities, and Owner/Developer also desire to ensure that the development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, Owner/Developer have sought the City's approval for plans to develop the property, and the City approved a concept site plan for said property on _____, 2019 ---see Exhibit "B" attached hereto--- subject to the covenants, restrictions, and easements offered by Owner/Developer and contained herein; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement between the parties concerning the matters contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Attachment: Exhibit B - Madison Bay MPUD Agmt (2658 : Blackriver MPUD Rezone)

1. Ownership. Owner represents that it is the present owner of the subject property (hereinafter referred to as the "Subject Property") described in Exhibit "A" attached hereto. Developer represents that it is the contract purchaser of the Subject Property from Owner.

2. Title Opinion/Certification. The Owner/Developer shall provide to the City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

3. Development Standards. The Subject Property shall be developed in compliance with the approved conceptual site plan, Exhibit "B", as a Planned Unit Development (PUD).

- (a) Maximum allowable number of dwelling units: 35 Dwelling Units per acre, which includes any granted density bonus.
- (b) Minimum Average size of dwelling units: Five Hundred and Seventy-Four (574) square feet.
- (c) Compliance with the approved site plan: Substantial compliance with the approved conceptual site plan shown as Exhibit "B" is required.
- (d) Maximum allowable building height: One Hundred and Seventy (170) feet, exclusive of roof-mounted mechanical equipment, antennae, elevator housing, exit stairways, roof parapets, and other non-habitable accessory, decorative or service features. Maximum building height includes that portion of the building where lower-level under-residential-floors parking is located.
- (e) Method of height measurement: The maximum building height shall be measured vertically from finished grade.
- (f) Type of Development: The main element of the development is two (2) multi-story residential dwellings to be used for affordable senior housing.
- (g) Minimum allowable building setbacks: As depicted on approved conceptual site plan.
- (h) Minimum required number of vehicle parking spaces: 0.8 spaces/dwelling unit.
- (i) Architectural standards: Must comply with City of Holly Hill Redevelopment District Overlay and shall be developed in compliance with the approved architectural elevations included in Exhibit "B" attached hereto.
- (j) Buffering:
 - 1. Type A, Masonry wall or Type B, Hedge screening shall be constructed along any perimeter adjacent to residential single family dwelling lots.
 - 2. The landscape buffering shall comply with the Visual Screen requirements of the City's Land Development Code.
 - 3. The landscape buffer along Ridgewood Avenue shall be enhanced by providing one tree for every 12.5 linear feet of frontage along Ridgewood Avenue (twice the requirement set forth in Sec. 98-33(1)a of the Land Development Code).
- (k) Open Space: 60% of the residential area of the development shall be open space. Further, 30% of the open space shall be designated as "Common Area" meeting the following requirements:
 - 1. It shall be dedicated to and usable by all residents of the PUD. Its location, shape, size and character shall be illustrated on the master development plan.

2. Maintenance guarantees shall be approved by the city commission.

4. Impact fees. The Owner/Developer shall be responsible for payment of all government impact fees incurred by the project, less any applicable impact fee credit.

5. Utility Lines on the Subject Property. The Owner/Developer shall be responsible for making sure that all utility lines on the Subject Property are placed underground. A minimum 10-foot wide utility easement shall be granted to the City along the Ridgewood Avenue right-of-way.

6. Obligations for Infrastructure Operation and Maintenance. The proposed utility facilities shown on the approved site plan are and shall be privately operated and maintained, with the exception of the 10-foot wide utility easement granted to the City along the Ridgewood Ave. right-of-way. The Owner/Developer hereby acknowledges that the City will not accept the ownership, operation or maintenance of any utilities (including but not limited to sanitary sewer, potable water, reclaimed water, or storm sewer) for a project which was approved as a single ownership development and which is subsequently split into multiple ownership.

7. Landscape maintenance. The Owner/Developer, and their heirs, successors and assigns, at their own cost and expense, shall at all times properly maintain and replace, as necessary, the landscaping installed pursuant to this Agreement.

8. Land Uses Allowed by this Planned Unit Development. The purpose of this Agreement is to allow development of the Subject Property for affordable senior housing, including as a secondary element commercial land uses and customary accessory uses.

9. Environmental Considerations. The Owner/Developer agree to comply with all federal, state, county, and City laws, rules and regulations regarding the protection of wetlands and endangered species.

10. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the PUD shall be provided in accordance with the City of Holly Hill Comprehensive Plan and Land Development Code, plus the State of Florida Administrative Code, by connection to the City's central water and sewer system. All off-site utility lines and easements for the provision of utility services shall be conveyed and dedicated to the City even if the actual utility services may be provided by others.

11. Stormwater Drainage. Provision for the stormwater management system shall be in accordance with the City's Land Development Code, the requirements of the St. Johns River Water Management District, and the requirements of the Florida Department of Environmental Protection. Any easements that may be required by the City for stormwater transmission, retention or detention shall be provided by the Owner/Developer in a manner acceptable to the City Attorney at no cost or expense to the City.

12. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the City of Holly Hill Land

Development Code. The Subject Property shall be developed in substantial compliance with the following access and transportation system requirements:

Vehicular access. Subject to approval by the Florida Dept. of Transportation, a minimum of one point of vehicular access from Ridgewood Avenue to the site shall be required.

Sidewalk access: There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the east side of Ridgewood Avenue with the interior walkway system of the project site.

13. Phasing. Development of the property may occur in multiple phases consistent with City standards and this Agreement. Each phase shall be required to install all necessary infrastructure, including required easements. Developer may grade and clear the road rights-of-way, easements, fire access, and stormwater management facilities prior to plat approval of the lots, as long as such grading and clearing is done pursuant to a valid permit from the St. Johns River Water Management District and The City of Holly Hill.

- a. Application shall be made for all construction permits for the first phase of the project within three (3) years from the date of approval of this Agreement. Application shall be made for all construction permits for the second phase of the project within five (5) years of approval of this Agreement.
- b. One 12-month extension of the scheduled application dates may be permitted as a minor modification to this Agreement.
- c. In addition to the 12-month extension, one three (3) year extension of the scheduled application or completion dates may be permitted as a minor deviation/modification to this Agreement provided that the Owner or Developer install a perimeter hedge along the Ridgewood Avenue frontage of the Subject Property.
- d. The filing of an appeal of this Agreement by any person shall toll the time for permitting until final resolution of the appeal.

14. Enforcement. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the property for said monies, until they 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 eighteen percent (18%) compounded annually or at the maximum rate allowed by law. This agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without reference to conflicts of laws provisions. The prevailing party in any legal dispute arising out of this agreement shall be entitled to an award of its reasonable attorney's fees and costs from the other party. Venue for any litigation shall be in State Court, Volusia County, Florida.

15. Indemnification. The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs and 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 described in Paragraph 1 above, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, or quality of the use or development of the Subject Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

16. Conceptual Site Plan Approval. The conceptual site plan approval and Planned Unit Development rezoning, given at the regular meeting of the City Commission on _____, 2019, is specifically incorporated into this Agreement by reference for the purpose of clarifying boundaries, locations, areas, and improvements described in this Agreement; all future submitted plans and subsequent development shall be in accordance with and subject to the terms of said site plan approval or as officially amended by the City. The referenced conceptual site plan and attached building elevation are labeled as Exhibit "B".

17. Recording and Effective Date. This Development Agreement and all subsequent amendments shall be filed with the Clerk of Court of Volusia County, Florida, and recorded following execution of the document by the City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City of Holly Hill. The applicant shall be responsible for and pay all legal and filing costs for recording documents.

18. Compliance. The Owner/Developer agree that they, and their successors and assigns, will abide by the provisions of this Agreement and the City's Land Development Code, including but not limited to, the site plan regulations of the City existing as of the date of this Agreement, which are incorporated herein by reference. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in first class workmanlike fashion so as to present a pleasing appearance and to ensure compliance with the City's Land Development Code. The City may, after forty-five (45) days written notice and period of time to cure deficiencies without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals to the Subject Property should the Owner/Developer fail to comply with the terms of this Agreement. Unless otherwise specifically stated in this Agreement, all current and future ordinances and regulations of the City and other applicable regulatory bodies shall apply to this Agreement.

19. Deviations from this Agreement. The Development Code Administrator or his designee is authorized to approve minor deviations from this Agreement. However, major deviations from this Agreement, as determined by the Development Code Administrator, shall require City Commission approval.

20. Utility Easements. So long as utility easements do not materially interfere with the Owner/Developer's use and enjoyment of the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form acceptable to the

City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to, drainage sewer, water, and reclaimed water services.

21. Notices. Where notice is herein required to be given, it shall be by certified mail, return receipt requested, addressee only, by hand delivery or courier. Said notice shall be sent to the following, as applicable:

OWNER'S REPRESENTATIVE

Blackriver, LLC
Attn: John A. Rainey
2101 John Anderson Drive
Ormond Beach, FL 32176

DEVELOPER'S REPRESENTATIVE

Madison Bay, LLC
Attn: Stacy Banach
558 W New England Ave., Ste 250
Winter Park, FL 32789

With copy to:

Cobb Cole
Attn: Michael Sznajstajler
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

CITY'S REPRESENTATIVE

City of Holly Hill
Attn: Building and Zoning
1065 Ridgewood Avenue,
Holly Hill, FL 32117

Should any party identified above change, it shall be said party's obligation to notify the other parties of the change in the manner required for notices herein. It shall be the Owner's obligation to identify its lender(s) to all parties in the manner required for notices herein.

22. Other City Approvals and Permits. The approval and execution of this Agreement by the City does not exempt the Owner/Developer of the Subject Property from obtaining any and all other approvals and permits necessary to obtain Development Orders and Building Permits for the development of the Subject Property.

23. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement and Grant-of-Easement.

24. Binding Effect. This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their assigns and successors in interest, and the City and its assigns and successor's in interest. The Owner/Developer agree to pay the cost of recording this document in 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.

25. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's 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 Developer's Agreement is declared severable.

[Remainder of Page Intentionally Left Blank]

Attachment: Exhibit B - Madison Bay MPUD Agmt (2658 : Blackriver MPUD Rezone)

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2019.

Signed, sealed and delivered in the presence of:

**THE CITY OF HOLLY HILL, FLORIDA,
a Florida municipal corporation**

Witness 1

By: _____
Chris Via, Mayor

Print Name of Witness 1

Attest:

Witness 2

By: _____
Valerie Manning, City Clerk

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Chris Via and Valerie Manning, Mayor and City Clerk, respectively, of The City of Holly Hill, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Commission No: _____

Attachment: Exhibit B - Madison Bay MPUD Agmt (2658 : Blackriver MPUD Rezoning)

Signed, sealed and delivered in the presence of:

BLACKRIVER, LLC, a Florida limited liability corporation

Witness 1

Print Name of Witness 1

By: _____

Name: _____

Title: _____

Witness 2

Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ of Blackriver, LLC referred to in this agreement as "Owner." He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Attachment: Exhibit B - Madison Bay MPUD Agmt (2658 : Blackriver MPUD Rezone)

Signed, sealed and delivered in the presence of:

MADISON BAY, LLC, a Florida limited liability corporation

Witness 1

By: _____

Print Name of Witness 1

Name: _____

Title: _____

Witness 2

Date: _____

Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ of Madison Bay, LLC referred to in this agreement as "Contract Purchaser." He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

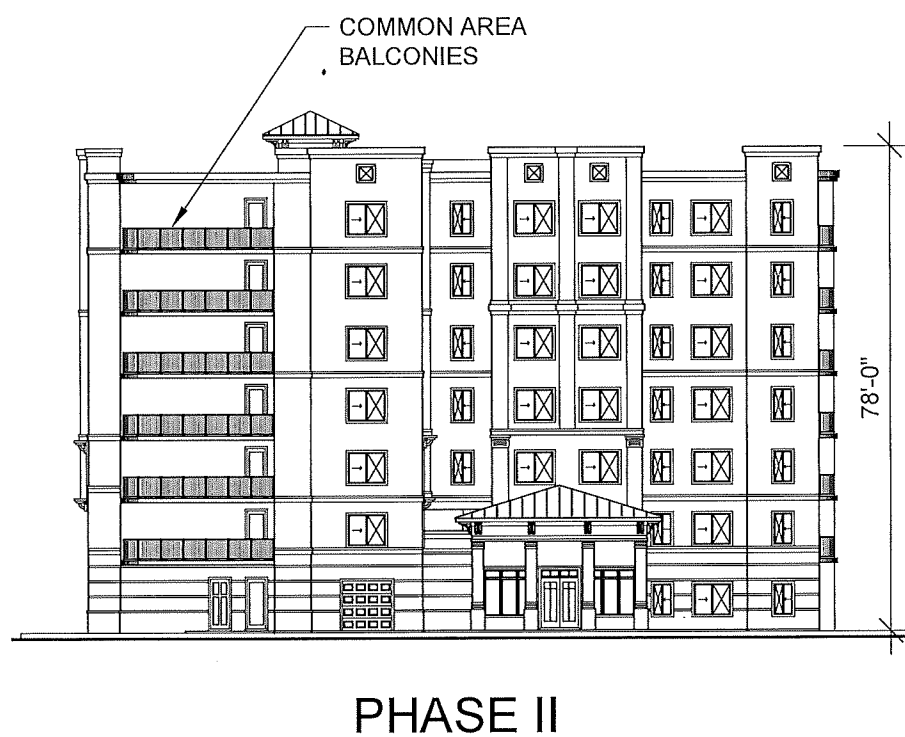
Attachment: Exhibit B - Madison Bay MPUD Agmt (2658 : Blackriver MPUD Rezone)

Exhibit “A”
Property Legal Description

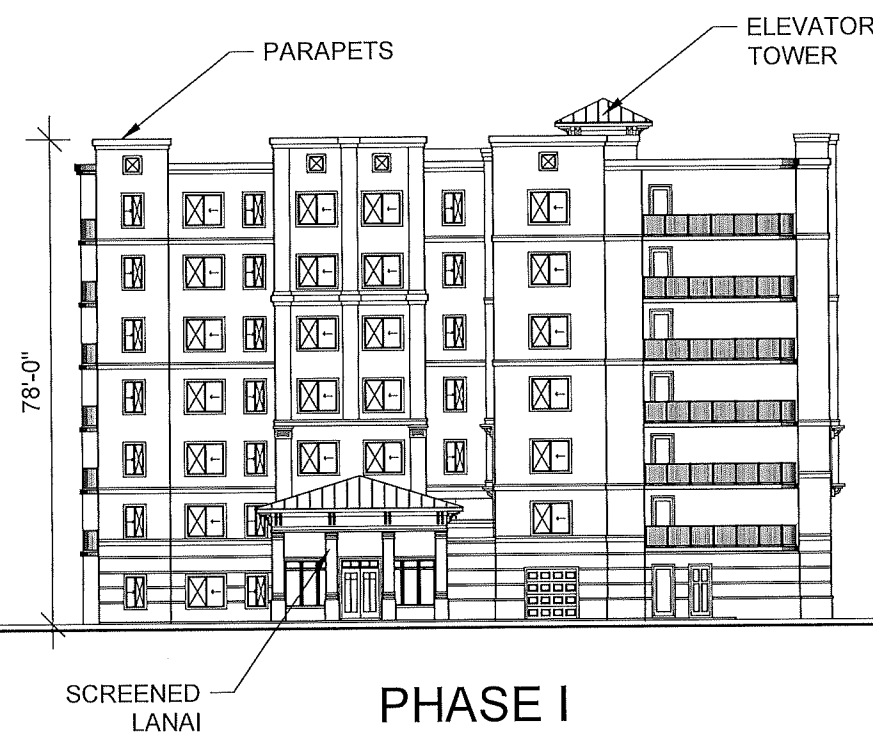
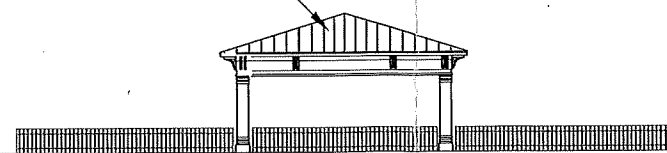
Attachment: Exhibit B - Madison Bay MPUD Agmt (2658 : Blackriver MPUD Rezone)

Exhibit “B”
Conceptual Site Plan

Attachment: Exhibit B - Madison Bay MPUD Agmt (2658 : Blackriver MPUD Rezone)



PICNIC PAVILION



1 PUD ELEVATIONS - WEST
SCALE: 1" = 30'

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

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

SHEET TITLE: PUD ELEVATIONS
PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING

DATE:	05/24/19
REV. NO.	DATE
SHEET:	

Attachment: Proposed Elevation (2658 : Blackriver MPUD Rezone)

EXHIBIT “A”

Legal Descriptions below encompasses the following parcels:

42440123-0150: 0.70 AC +/-
 42440123-0170: 0.97 AC +/-
 42440123-0130: 3.23 AC +/-
 42440123-0220: 0.47 AC +/-
 Total: 5.37 AC +/-

Legal Descriptions

42440123-0150 (0.70 AC +/-):

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB 2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

42440123-0170 (0.97 AC +/-):

W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY HILL PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

PID# 42440123-0130 (3.23 AC +/-):

LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E 85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80 FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847 PG 1209 PER OR 5593 PG 4601

AND

A PORTION OF 42440123-0220 (0.47 AC +/- OF THE TOTAL 0.91 AC +/-):

N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL PER MB 2 PG 90 PER OR 5601 PG 2923-2924

BLACKRIVER LLC
Parcel

(Notice of Rezone) **DUPM Blackriver : 8592) Speede pue sdrd sdrd Property Bay usonisp Madispment: Attachment:**

331 RIDGEWOOD AVE, HOLLY HILL

Short Parcel Id

424401230130

Property Location

331 RIDGEWOOD AVE, HOLLY HILL, 32117

PC Code

1000 - VACANT COMM

Total Bldgs

0

Neighborhood

7254 - HOLLY HILL - RIDGEWOOD (HWY 1)

Business Name

Primary Owner

Owner

BLACKRIVER LLC

In Care Of

Mailing Address

2101 JOHN ANDERSON DR

ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group

203-HOLLY HILL

Legal Description

LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E
85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80
FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847 PG
1209 PER OR 5593 PG 4601

Map TWP-RNG-SEC

Subdivision-Block-Lot

Date Created

14 - 32 - 44
01 - 23 - 0130
27-DEC-81

Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	29.20	\$96.00	\$2,803.20

5.1.i

Attachment: Madison Bay Property Appraiser Cards pue Speede Blackriver MPUD Rezone

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5593 / 4601	WD-WARRANTY DEED	2005180244	06/29/2005	V	\$950,000
3847 / 1209	WD-WARRANTY DEED	1993107417	07/15/1993	I	\$355,000
3132 / 0250	WD-WARRANTY DEED	1988053922	04/15/1988	I	\$615,000
2881 / 1664	WD-WARRANTY DEED		09/15/1986	I	\$100
2791 / 1854	WD-WARRANTY DEED		02/15/1986	I	\$50,000
2791 / 1852	WD-WARRANTY DEED		09/15/1985	I	\$100

Community Redevelopment Areas

Project #	Description	Year Beg	Year End
92	HOLLY HILL CRA	2001	9999

County Links

Property Tax Bill [CLICK HERE](#)
 Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
 Bing Maps [CLICK HERE](#)

07/07/2005 09:00 AM
 Doc stamps \$650.00
 (Transfer Amt \$ 950000)
 Instrument# 2005-180244 # 1
 Book: 5593
 Page: 4601

This instrument was prepared by:
 GEORGE J. LOTT, Esquire
 Dadeland Centre, Suite 1014
 9155 South Dadeland Blvd.
 Miami, FL 33156

Property Appraisers Parcel
 Identification (Folio) Number: 4244-01-23-0130

WARRANTY DEED

THIS INDENTURE, made this 29th day of June, 2005 between Alan Curreli, a married man, (GRANTOR*), and Blackriver, LLC, a Florida Limited Liability Company, whose address is 2101 John Anderson Drive, Ormond Beach, Florida 32176 (GRANTEE*),

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the land, situate, lying and being in Volusia County, State of Florida, and described in Exhibit "A" attached hereto.

SUBJECT TO:

Conditions, restrictions, limitations, and easements of record, if any; but any such interests that may have been terminated are not hereby reimposed; and subject to applicable zoning ordinances, taxes and assessments for the year 2005 and subsequent years.

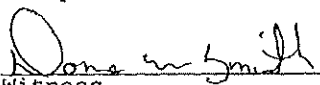
Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

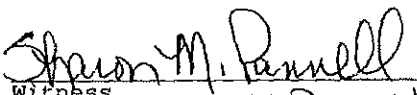
Grantor does hereby furthermore affirm that the above described property is not his home or homestead and that he, in fact, resides with his wife, Cheryl Curreli, at 2169 Tomoka Farms Road, Pt. Orange, FL 32128.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in
 the presence of:


 Witness
 Printed: Donna M. Smith


 Witness
 Printed: Sharon M. Pannell


 Alan Curreli
 2169 Tomoka Farms Road
 Pt. Orange, FL 32128

Attachment: Madison Bay Property Appraiser Cards and Deeds (2658 : Blackriver MPUD Rezone)

STATE OF FLORIDA) SS
COUNTY OF Volusia)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared, Alan Curreli, the person described in and who executed the foregoing Warranty Deed and acknowledged before me that he executed the same, and who presented as identification the following: FLDL# 0640006484290, and he did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of June, 2005.



Sharon M. Pannell
Notary Public
Printed: Sharon M. Pannell

Instrument# 2005-180244 # 3
Book: 5593
Page: 4603
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

PARCEL NO. 1:

Lots 13 AND 14, except the Westerly 20.46 feet of Right-of-Way of U.S. Highway No. 1, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 2:

All of Lot 15, except the Westerly 153 feet thereof, and also all of Lot 16, except for the Westerly 153 feet thereof, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 3:

The Easterly 85 feet of Lot 18, and the Easterly 85 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

PARCEL NO. 4:

The Westerly 180 feet of Lot 20 and the Southerly 80 feet of the Westerly 180 feet of Lot 21, Block 23, Mason and Carswell's Holly Hill, as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

Attachment: Madison Bay Property Appraiser Cards and Deeds (2658 : Blackriver MPUD Rezone)

5.1.i

ALTA-...
BLACKRIVER LLC
Parcel

(une) **DDMM Blackriver : 8592) Speede pue sCard sesiraddv Property Bay usospid Attachment: Madupent**
327 RIDGEWOOD AVE, HOLLY HILL

Parcel

Short Parcel Id

424401230150

Property Location

327 RIDGEWOOD AVE, HOLLY HILL, 32117
1000 - VACANT COMM

PC Code

Total Bldgs

0

Neighborhood

7254 - HOLLY HILL - RIDGEWOOD (HWY 1)

Business Name

Primary Owner

Owner

BLACKRIVER LLC

In Care Of

Mailing Address

2101 JOHN ANDERSON DR

ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group

203-HOLLY HILL

Legal Description

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB
2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-
2642

Map TWP-RNG-SEC

14 - 32 - 44

Subdivision-Block-Lot

01 - 23 - 0150

Date Created

27-DEC-81

Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5629 / 2641	WD-WARRANTY DEED	2005225785	08/09/2005	1	\$925,000
4860 / 0435	WD-WARRANTY DEED	2002099139	04/15/2002	1	\$415,000

5.1.i

(Attachment: Madison Bay Property Appraiser Cards and Deeds : 8592) Blackriver MPUD Rezone

33.	3192 / 0391	CT-CERTIFICATE OF TITLE	1988115991	08/15/1988	1	\$100
	1551 / 0291	WD-WARRANTY DEED		03/15/1973	1	\$159,200

Community Redevelopment Areas

Project #	Description	Year Beg	Year End
92	HOLLY HILL CRA	2001	9999

County Links

Property Tax Bill [CLICK HERE](#)

Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)

Bing Maps [CLICK HERE](#)

08/18/2005 10:32 AM
 Doc stamps 6475.00
 (Transfer Amt \$ 925000)
 Instrument# 2005-225785 # 1
 Book : 5629
 Page : 2641

Prepared by and return to:
 Berrien Becks, Sr.

Berrien Becks, Sr. P. A.
 P. O. Drawer 2140
 Daytona Beach, FL 32115

File Number: 98-3342

Parcel Identification No. 4244-01-23-0150

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 9th day of August, 2005 between Gamble Antique Mall, Inc., a Florida corporation whose post office address is 327 Ridgewood Avenue, Holly Hill, of the County of Volusia, State of Florida, 32117, grantor*, and Blackriver, L.L.C., a Florida Limited Liability Company whose post office address is 2101 John Anderson Drive, Ormond Beach, of the County of Volusia, State of Florida, 32176, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION WHICH IS MARKED EXHIBIT "A" AND MADE A PART HEREOF.)

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD, IF ANY,
 ANY MENTION OF WHICH HEREIN SHALL NOT SERVE TO REIMPOSE THE SAME.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sylvia Van De Mark
 Witness Name: SYLVIA VAN DE MARK
Peter Keating
 Witness Name: PETER KEATING

Gamble Antique Mall, Inc.

By: *Robert L. Dixon (Pres)*
 Robert L. Dixon, President



(Corporate Seal)

State of Florida
 County of Volusia

The foregoing instrument was acknowledged before me this 9th day of August, 2005 by Robert L. Dixon, President of Gamble Antique Mall, Inc., on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Sylvia Van De Mark
 Notary Public

Printed Name: SYLVIA VAN DE MARK

My Commission Expires: _____

Instrument# 2005-225785 # 2
Book: 5629
Page: 2642
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A

PARCEL 1: The Westerly 135 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 2: The Easterly 110 feet of the Westerly 245 feet of Lots 17 and 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 3: The Westerly 135 feet of Lot 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 4: The Westerly 153 feet of Lots 15 and 16, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

EXCEPT those portions of the above-described parcels lying within the right of way of U.S. Highway No. 1.

Attachment: Madison Bay Property Appraiser Cards and Deeds (2658 : Blackriver MPUD Rezoning)

5.1.i
BLACKRIVER LLC
Parcel

Rezone DUNDUM Blackriver Blg : 8592) speede pue spCard residedd Property Bay usisidp Attachment: Madiunt

327 RIDGEWOOD AVE, HOLLY HILL

Parcel

Short Parcel Id

424401230170

Property Location

327 RIDGEWOOD AVE, HOLLY HILL, 32117
1000 - VACANT COMM

PC Code

Total Bldgs

0

Neighborhood

7254 - HOLLY HILL - RIDGEWOOD (HWY 1)

Business Name

Primary Owner

Owner BLACKRIVER LLC

In Care Of

Mailing Address

2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group

203-HOLLY HILL

Legal Description

W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY
HILL PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

Map TWP-RNG-SEC

14 - 32 - 44

Subdivision-Block-Lot

01 - 23 - 0170

Date Created

27-DEC-81

Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5629 / 2641	WD-WARRANTY DEED	2005225785	08/09/2005	V	\$925,000
4860 / 0435	WD-WARRANTY DEED	2002099139	04/15/2002	V	\$415,000
3310 / 1603	WD-WARRANTY DEED	1989070880	05/15/1989	V	\$395,000

5.1.i

Community Redevelopment Areas

Project #	Description	Year Beg	Year End
92	HOLLY HILL CRA	2001	9999

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

08/18/2005 10:32 AM
 Doc stamps 6475.00
 (Transfer Amt \$ 925000)
 Instrument# 2005-225785 # 1
 Book : 5629
 Page : 2641

Prepared by and return to:
 Berrien Becks, Sr.

Berrien Becks, Sr. P. A.
 P. O. Drawer 2140
 Daytona Beach, FL 32115

File Number: 98-3342

Parcel Identification No. 4244-01-23-0150

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 9th day of August, 2005 between Gamble Antique Mall, Inc., a Florida corporation whose post office address is 327 Ridgewood Avenue, Holly Hill, of the County of Volusia, State of Florida, 32117, grantor*, and Blackriver, L.L.C., a Florida Limited Liability Company whose post office address is 2101 John Anderson Drive, Ormond Beach, of the County of Volusia, State of Florida, 32176, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION WHICH IS MARKED EXHIBIT "A" AND MADE A PART HEREOF.)

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD, IF ANY, ANY MENTION OF WHICH HEREIN SHALL NOT SERVE TO REIMPOSE THE SAME.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

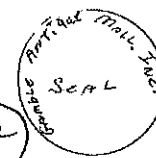
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sylvia Van De Mark
 Witness Name: SYLVIA VAN DE MARK
Peter Keating
 Witness Name: PETER KEATING

Gamble Antique Mall, Inc.

By: *Robert L. Dixon (Pres)*
 Robert L. Dixon, President



(Corporate Seal)

State of Florida
 County of Volusia

The foregoing instrument was acknowledged before me this 9th day of August, 2005 by Robert L. Dixon, President of Gamble Antique Mall, Inc., on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Sylvia Van De Mark
 Notary Public

Printed Name: Sylvia Van De Mark

My Commission Expires: _____

Instrument# 2005-225785 # 2
Book: 5629
Page: 2642
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A

PARCEL 1: The Westerly 135 feet of Lot 17, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 2: The Easterly 110 feet of the Westerly 245 feet of Lots 17 and 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 3: The Westerly 135 feet of Lot 18, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

PARCEL 4: The Westerly 153 feet of Lots 15 and 16, Block 23, Mason and Carswell's Holly Hill, according to the map or plat thereof as recorded in Plat Book 2, Page 90, Public Records of Volusia County, Florida.

EXCEPT those portions of the above-described parcels lying within the right of way of U.S. Highway No. 1.

Attachment: Madison Bay Property Appraiser Cards and Deeds (2658 : Blackriver MPUD Rezoning)

Altus, Volusia
BLACKRIVER LLC

(Rezone) DNDM reavirgB : 8592) speede pue spd Card sesiraddv Atyred Property Bay nosipd Madment :tument Attachment

326 DAYTONA AVE, HOLLY HILL

Parcel

Short Parcel Id 424401230220
Property Location 326 DAYTONA AVE, HOLLY HILL, 32117
PC Code 0100 - SINGLE FAMILY
Total Bldgs 2
Neighborhood 2210 - SHORE ACRES 5337-34 WESTWARD
Business Name

Primary Owner

Owner BLACKRIVER LLC
In Care Of
Mailing Address 2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BLACKRIVER LLC		100	FS - Fee Simple

Legal

Millage Group 203-HOLLY HILL
Legal Description N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL
Map TWP-RNG-SEC PER MB 2 PG 90 PER OR 5601 PG 2923-2924
Subdivision-Block-Lot 14 - 32 - 44
Date Created 01 - 23 - 0220
Year Annexed 27-DEC-81

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	2.00	\$96.00	\$192.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5601 / 2923	WD-WARRANTY DEED	2005190022	07/08/2005	1	\$250,000

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

07/15/2005 12:00 PM
 Doc stamps 1750.00
 (Transfer Amt \$ 250000)
 Instrument# 2005-190022 # 1
 Book : 5601
 Page : 2923
 Diane M. Matousek
 Volusia County, Clerk of Court

Gary L. Ballard, Esquire
 Ossinsky & George, Attorneys at Law
 500 N. Oleander Avenue
 Daytona Beach, Florida 32118
 386-253-1697

Parcel ID Number: 4244-01-23-0220

Warranty Deed

This Indenture, Made this 8th day of July, 2005 A.D., Between
 SARA H. JOHNSON, the unremarried widow of WILLIAM A. JOHNSON

of the County of Volusia, State of Florida, grantor, and
 BLACKRIVER, L.L.C., a Florida limited liability company

whose address is: 2101 John Anderson Drive, Ormond Beach, FL 32176

of the County of Volusia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
 and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
 granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
 lying and being in the County of Volusia, State of Florida to wit:

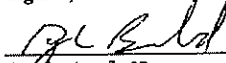
The Northerly 20 feet of Lot 21, and all of Lot 22, Block 23, Mason &
 Carswell's Holly Hill, according to the map or plat thereof as
 recorded in Plat Book 2, Page 90, Public Records of Volusia County,
 Florida.

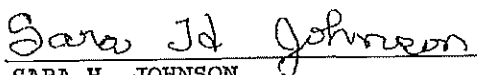
Subject to restrictions, reservations and easements of record, if
 any, and taxes subsequent to 2004.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Printed Name: Gary L. Ballard
 Witness

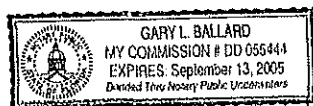

 SARA H. JOHNSON (Seal)
 P.O. Address: 326 Daytona Avenue, Holly Hill, FL 32117

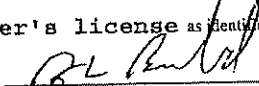

 Printed Name: Terrence A. Sapp
 Witness

STATE OF Florida
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 8th day of July, 2005 by
 SARA H. JOHNSON,

she is personally known to me or has produced her Florida driver's license as identification.




 Printed Name: _____
 Notary Public
 My Commission Expires: _____

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
 LYING IN BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, MAP
 BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 23, THENCE NORTH 64°35'12" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 23, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 3, AS RECORDED IN OFFICIAL RECORD BOOK 4860, PAGE 435 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE **POINT OF BEGINNING**.

THENCE NORTH 25°28'08" WEST, ALONG THE EASTERLY RIGHT OF WAY OF RIDGEWOOD AVENUE, A DISTANCE OF 589.03 FEET TO A POINT ON THE NORTH LINE OF LOT 13, OF SAID BLOCK 23, SAID POINT MEASURING 20.00 FEET EASTERLY OF SAID RIGHT OF WAY;

THENCE NORTH 64°30'23" EAST, ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 309.58 FEET TO A POINT ON SOUTHERLY RIGHT OF WAY OF MIRIAM AVENUE AS RECORDED IN MAP BOOK 7, PAGE 18 (NOW PLAT BOOK 22, PG 102) OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT LYING 25.00 FEET EASTERLY OF THE WEST RIGHT OF WAY, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 13;

THENCE SOUTH 25°25'11" EAST, A DISTANCE OF 200.50 FEET, TO THE SOUTHEAST CORNER OF LOT 14 OF SAID BLOCK 23;

THENCE NORTH 64°32'01" EAST, ALONG THE NORTH LINE OF LOT 22 OF SAID BLOCK 23, A DISTANCE OF 170.00 FEET;

THENCE 25°25'11" EAST, A DISTANCE OF 120.57 FEET;

THENCE SOUTH 64°33'40" WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 25°25'11" EAST, A DISTANCE OF 180.29 FEET TO THE SOUTH LINE OF LOT 20 OF SAID BLOCK 23;

THENCE SOUTH 64°34'29" WEST, ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 180.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20;

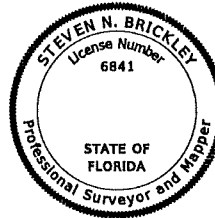
THENCE SOUTH 25°25'11" EAST, ALONG THE EAST LINE OF LOT 18 OF SAID BLOCK 23, A DISTANCE OF 88.22 FEET TO THE SOUTH LINE OF SAID BLOCK 23;

THENCE SOUTH 64°35'12" WEST, ALONG THE SOUTH LINE OF SAID BLOCK 23, A DISTANCE OF 309.07 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 5.40 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally signed
 by Steven N.
 Brickley
 Date: 2019.07.16
 15:38:44 -04'00'

STEVEN N. BRICKLEY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE No. LS - 6841

DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.
 CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

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

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREON ARE ASSUMED, BASED UPON THE PLAT OF MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE SOUTH LINE OF BLOCK 23 OF SAID PLAT BEING SOUTH 64°35'12" WEST.

2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED.

NOTE: SEE SHEETS 2 OF 2 FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413
 301 SE Ocean Blvd. Fax: (772) 220-7881
 Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

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Professional Surveyors and Mapper Business Certificate # LB 8030

**MADISON BAY - HOLLY HILL
 PROPOSED PARCEL**

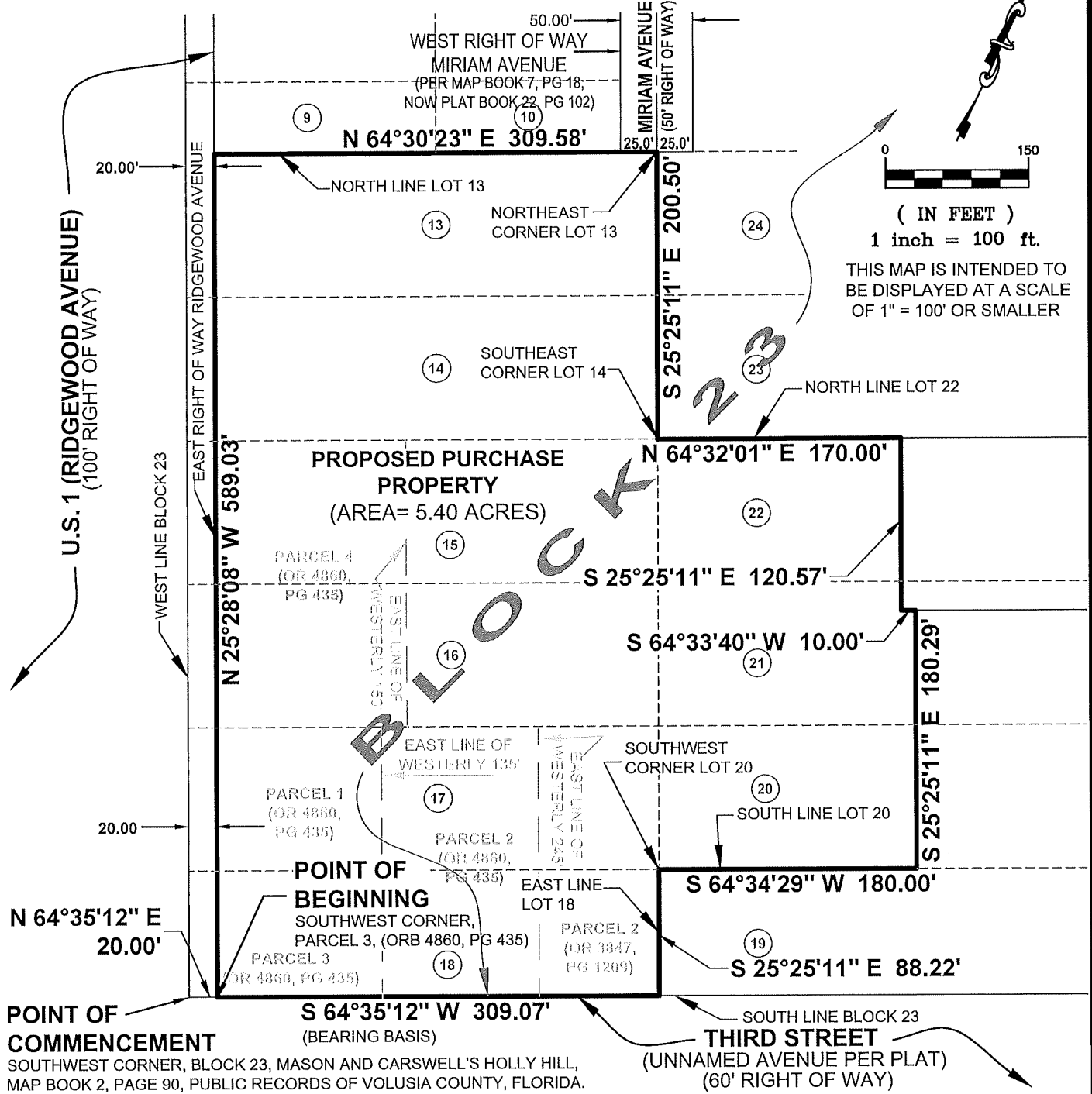
VOLUSIA COUNTY

FLORIDA

PATH: \\FL-STUA-DC1-SRV\SHARED\MARKETING... \RTC - MADISON BAY - HOLLY HILL\HOLLY-HILL SKETCH.DWG		
PROJECT NO. MADISON BAY - HOLLY HILL	REVISED DATE:	DATE: JULY 15, 2019
CADD FILE: HOLLY-HILL SKETCH.DWG	SCALE: N/A	SHEET 1 OF 2

SKETCH OF DESCRIPTION

LYING IN BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, MAP
BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



NOTE: SEE SHEET 1 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

Bowman

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② Bowman Consulting Group, Ltd.

Professional Surveyors and Mapper Business Certificate # LB 8030

MADISON BAY - HOLLY HILL
PROPOSED PARCEL

VOLUSIA COUNTY

FLORIDA

PATH: \\FL-STUA-DCI-SRV\SHARED\MARKETING... \RTC - MADISON BAY - HOLLY HILL\HOLLY-HILL SKETCH.DWG

PROJECT NO. MADISON BAY - HOLLY HILL	REVISED DATE:	DATE: JULY 15, 2019
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CADD FILE: HOLLY-HILL SKETCH.DWG	SCALE: 1"=100'	SHEET 2 OF 2
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Packet Pg. 77



REZONE/ FUTURE LAND USE AMENDMENT

1065 Ridgewood Avenue, Holly Hill, Florida 32117-2807

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

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

PROJECT INFORMATION:

PROJECT NAME: Madison Bay
 PARCEL ID #(S): 424401230130, 424401230150, 424401230170, and 424401230220
 LOCATION: Northeast of the Intersection of Ridgewood Avenue and 3rd Street
 EXISTING USE(S): None - Vacant
 PROPOSED USE(S): Multi-family
 TOTAL ACREAGE: 5.40 Acres
 WATER PROVIDER: Holly Hill SEWER PROVIDER: Holly Hill
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: MPUD PROPOSED ZONING: MPUD
 CURRENT FUTURE LAND USE: Mixed Use II PROPOSED FUTURE LAND USE: Mixed Use II

APPLICANT INFORMATION:

Name: Michael O. Sznajstajler, Esquire E-Mail: Michael.Sznajstajler@cobbcole.com
 Address: 149 S. Ridgewood Avenue, Suite 700, Daytona Beach, FL 32114 Phone: 386-323-9222
 Company: Cobb Cole Fax: 386-944-7693
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Blackriver, LLC E-Mail: SBanach@pddmetric.com
 Address: 2101 John Anderson Drive, Ormond Beach, FL 32176 Phone: 407-758-4866
 Fax: _____

CONSULTANT INFORMATION:

Name: Stacy Banach E-Mail: SBanach@pddmetric.com
 Address: 558 W New England Ave., Suite 250, Winter Park, Florida 32789 Phone: 407-758-4866
 Company: Parametric Design & Development Fax: _____

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

X APPLICANT _____ OWNER X CONSULTANT

Attachment: Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (2658 : Blackriver MPUD Rezone)

APPLICATION TYPE(S)/FEE(S)***LAND USE AMENDMENT**

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

REZONE (NON-PD)

- ☐ STRAIGHT REZONE \$1,200

REZONE (PD)

- ☒ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250

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

ATTACHMENT CHECKLIST**REQUIRED SUBMITTALS**

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☒ A CD OF ALL ITEMS SUBMITTED
- ☒ APPLICATION
- ☒ APPLICATION FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)* N/I
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION) N/I
- ☒ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)

Applicant's Signature:

Michael O. Sznapstjler
 (Signature)

6-5-19

(Date)

Michael O. Sznapstjler
 (Print)

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

Attachment: Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (2658 : Blackriver MPUD Rezone)

**CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT**

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

- ☐ Individual

 ☐ Corporation

 ☐ Land Trust
☒ Limited Liability Company

 ☐ Partnership
☐ Other(describe)

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space.)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

Attachment: Madison Bay Holly Hill Rezoning Application (02390140-3) Signed (2658 : Blackriver MPUD Rezone)

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

Name of LLC: Blackriver, LLC

NAME	TITLE	ADDRESS	% OF INTEREST
John A. Rainey	Manager	2101 John Anderson Dr, Ormond Beach, FL 32176	

(Use additional sheets for more space.)

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

Name of Purchaser: Madison Bay, LLC

NAME	ADDRESS	% OF INTEREST
Patrick E. Law	558 W New England Ave., Suite 250, Winter Park, Florida 32789	

Date of Contract: April 24, 2019

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

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

6-5-19
Date

Michael O. Sznapstajler
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by Michael O. Sznapstajler on this 5th day of June, 20 19.
Owner, Agent, Applicant Name

Maureen M. Bannon
Signature of Notary Public

MAUREEN M. BANNON
Print, Type or Stamp Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

