BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
Citrus County Courthouse
Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

AGENDA

May 10, 2022 1:00 PM

Ronald E. Kitchen Jr., Chair, District 2	**Angela Vick, Clerk of the Circuit Court**
Ruthie Davis Schlabach, 1st Vice Chair, District 3	**Charles R. Oliver, County Administrator**
Holly L. Davis, 2nd Vice Chair, District 5	**Denise A. Dymond Lyn, County Attorney**
Jeff Kinnard D.C., Commissioner District 1	
Scott Carnahan, Commissioner, District 4	

MISSION

Citrus County Government is a value-driven organization dedicated to responsive citizen service by providing quality programs, services and facilities to build a strong community and promote the best quality of life for our citizens.

All persons desiring to address the County Commission will be asked to limit their comments to the specific subject being discussed.

The Board gives citizens multiple opportunities for **PUBLIC INPUT**. All members of the public wishing to speak at the “Open To The Public” portion of a meeting will have three (3) minutes per person to make their request or presentation or five (5) minutes if they represent an organization with the appropriate documentation on file with the Clerk of Courts. If the request or presentation deals with a matter that requires investigation by County Staff, the Chairman will refer it to the County Administrator to follow-up with the person making the request.

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of proceeding is made which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, Lecanto Government Bldg., 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461 (352) 527-5210, TTY (352) 527-5312 at least two days before the meeting.

A. CALL TO ORDER

A.1. Invocation

A.2. Pledge of Allegiance

A.3. Roll Call

A.4. Approval of Agenda

B. CONSENT

Minutes

B.1. Board of County Commissioners - Public Workshop - Apr 12, 2022 9:00 AM

B.2. Board of County Commissioners - Regular Meeting - Apr 12, 2022 1:00 PM

Administration

Attorneys Office

Clerk

B.3. Clerk Records Disposition 1913

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1913 for the disposal of records that have met their assigned retention periods.

Community Services

B.4. Public Meeting Notice Nature Coast Aquatic Management Plan

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection, announces public meetings on May 19, 2022, and May 24, 2022, at 6:00pm to which all persons are invited for an opportunity for the public to provide input on the Nature Coast Aquatic Preserve Management Plan. The Advisory Committee Meeting will be on May 26, 2022, at 10:00am.

Fire Services

Human Resources

Management and Budget

Planning and Development

Public Works

Systems Management

Visitors and Convention Bureau

Water Resources

Set Public Hearings Workshops

B.5. Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing – Set A Public Hearing.

Set a Public Hearing on June 14, 2022, at 1:30 p.m. pursuant to Section 125.379, Florida Statutes, for the purpose of considering an inventory list of County owned, surplus real property determined to be appropriate for use as affordable housing.

B.6. Set a Public Hearing to Amend the Flood Plain Management Ordinance

Set a Public Hearing on June14, 2022 at 1:45 p.m. on an Ordinance of Citrus County, Florida, amending Chapter 18, Article VI, Section 18-196 entitled "Applicability"; amending Chapter 18, Article VI, Section 18-197 entitled "Duties and Powers of the Floodplain Administrator"; amending Chapter 18, Article VI, Section 18-201 entitled "Variances and Appeals"; amending Chapter 18,Article VI, Section 18-204 entitled "Definitions"; amending Chapter 18, Article VI, Section 18-205 entitled "Buildings and Structures"; amending Chapter 18, Article VI, Section 18-208 entitled "Manufactured Homes"; deleting Chapter 18, Article VI, Section 18-212 entitled "Amendments to the Florida Building Code"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener's errors; providing for codification; and providing for an effective date.

C. PROCLAMATIONS

C.1. Proclamation - Water Safety Month

Approve and authorize the Board to proclaim the month of May, 2022 as Water Safety Month in Citrus County, Florida.

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC

Approve and Authorize the Chairman to execute the Software Service Agreement and fee schedule between Citrus County, Florida and Virtower, LLC for aircraft monitoring at the Inverness Airport.

b. AGR 20-046 Amendment No. 1; Save Crystal River-Kings Bay Restoration Project; Save Crystal River, Inc.

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Save Crystal River, Inc. to oversee the maintenance for the Kings Bay Restoration Project thru June 11, 2023.

c. PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment Florida

a. Approve and Authorize the Chairman to execute the Buy-Back Agreement between Citrus County, Florida and Alta Construction Equipment Florida.

b. Approve and Authorize the Chairman to execute the Total Maintenance & Repair Agreement between Citrus County, Florida and Alta Construction Equipment Florida.

E.2. Budget Transfers

Approve budget transfers for Extension, Housing (5), CARES Act, Circuit Court, Facilities and Utilities for fiscal year 2021-22.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending/adopting State Housing Initiative Partnership, Low Income Energy Assistance Program and State Aid to Libraries grant budgets for fiscal year 2021-22.

E.4. American Rescue Plan Projects

Approve the revised ARPA funding list and authorize staff to revise the CIP accordingly.

E.5. LPS0027 Harbor Lights Plant Interconnect Amendment 2

Authorize and approve the BOCC Chairman to execute LPS0027 Amendment #2 between the Florida Department of Environmental Protection and Citrus County, Florida for the project known as Harbor Lights Plant Interconnect.

E.6. Sugarmill Woods Golf Course Reuse Project

Approve and authorize the BOCC Chairman to execute the amendment to Agreement Q 105 between Southwest Florida Water Management District and Citrus County, Florida.

E.7. FAA FY 2022 Grant Application for Crystal River Airport Wildlife Study/Plan for the Wetlands Removal South of Runway 9-27 Project

a. Approve and Authorize the Chairman to sign the FAA grant application and cover letter for the Wildlife Study/Plan for the Wetlands Removal South of RW 9-27 Project at the Crystal River Airport.

b. Authorize the Chairman to execute the FAA grant agreement once received and reviewed by the County Attorney.

E.8. Montezuma Waters Septic to Sewer Modifications

Accept the completed Montezuma Waters Septic to Sewer Modifications Project and approve the release of retainage in the amount of $138,797.04 to Constantine Constructors, LLC.

E.9. Modification of Subgrant Agreement E1999

a. Adopt and authorize the Chairman to execute a Resolution authorizing modification of subgrant agreement E1999 to receive additional grant funding for the Low Income Household Water Assistance Program (LIHWAP), and authorize the signatories for such instruments including amendments, modifications and closeout reports to the executed contract, as necessary.

b. Approve and authorize the Chairman to execute modification of subgrant agreement E1999.

E.10. The Confluence - Building Permit 202201629

Approve and authorize the Chairman to execute the Retention Pond Expansion and Maintenance Agreement with Mr. Robert C Hilger and Janet Harrison-Hilger, acting jointly as Developers.

E.11. 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan Agreement

Approve and authorize the Chairman to execute the First Amendment to Agreement Between the Southwest Florida Water Management District and Citrus County for North Citrus Withlacoochee River Watershed Management Plan (N891).

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Brian Kauffman/	Ongoing		
2.	12/8/2020 RETREAT	Agenda Item for an RFP for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis	9/30/2022		Workshop completed waiting for FY2022/23 budget adoption
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Brian Kauffman	TBD		Waiting for Governor to take action
4.	4/13/2021	Hall's River Road Multi-Purpose Path (Board decided to look at completing in phases, first phase Crumps to River Haven)	Randy Oliver	TBD		Funding has not been identified
5.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
6.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Denise Lyn/ OMB wrote the criteria, Legal is working with Land Section	5/24/2022		OMB wrote policy
7.	11/10/2021	Modify waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration May 24, 2022		PDC Meeting 4/21/2022
8.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren			Next report due 5/24/2022
9.	3/8/2022	Benchmark other counties and cities in Florida regarding Affordable Housing	Mike Sherman	5/24/2022		
10.	3/22/2022	Develop Timeline for Administrator Search	Randy Oliver	4/26/2022	COMPLETED	
11.	3/22/2022	Establish a restricted account for 0.2 mil increase over the next 5 years to fund road resurfacing unless on alternative revenue sources is identified.	Randy Oliver/ Colleen Scott	5/10/2022	COMPLETED	Funds will be placed in the Restrict Transportation Trust Account
12.	4/12/2022	Review qualifications for Historical Resources Advisory Board	Mike Sherman	5/24/2022		
13.	4/26/2022	Suggested Airport improvements from FBOS	Quincy Wylupek	6/1/2022		

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm

a. Authorize Chairman to accept the highest and best offer.

b. Approve and authorize the Chairman to execute the Vacant Land Contract and Addendum to Vacant Land Sales Agreement.

c. Authorize staff to execute all other documents related to the closing of the property, except for recordable documents; approve and authorize payment of related closing costs associated with this property disposition.

d. Authorize Chairman to execute a subsequent County Deed and authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.

G.2. Street Lighting -- CR486 at Suncoast 2 Ramps

Board discussion to urge the Florida Turnpike Enterprise (FTE) to install, maintain and pay the monthly utility charges for the highway street lighting along CR486.

G.3. CR 491 North Road Widening Project - Land Acquisition – Eminent Domain Resolution.

Approve and authorize the Chairman to execute the Resolution determining the necessity of acquiring certain real property interests for the public purpose of widening and improving County Road 491 from W. Audubon Park Path to W. Parkville Street.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida, pertaining to Chapter 90 Beverly Hills Municipal Service Benefit Unit, amending Article XXI, Section 90-834 entitled "authorizing special assessments on a per lot, per tract or per acre basis"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

b. Adopt the ordinance and authorize the Chairman to execute the ordinance.

c. Adopt and authorize the Chairman to execute a Preliminary Rate Resolution of Citrus County, Florida, relating to the Certification of the Fiscal Year 2022-2023 Beverly Hills MSBU Assessment Roll.

d. Set a public hearing on June 14, 2022, at 1:31 P.M. for the purpose of hearing public comment on the adoption of an Annual Rate Resolution adopting and certifying the FY 2022-2023 Beverly Hills MSBU Assessment Roll.

H.2. 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection Zones

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida, relating to boating regulatory zones for the protection of manatees; amending Chapter 64, Article I, Section 64-1 entitled "Definitions"; amending Chapter 64, Article I, Section 64-7 entitled "Manatee Protection Zones"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener's errors; providing for codification; and providing for an effective date.

b. If approved, authorize the Chairman to execute the ordinance.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Aviation Advisory Board - Announce Vacancy

Accept with Regret the resignation of Mr. Jim C. Booth (see attached), District 5 Member, and announce the vacancy of this position.

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1

M. 2ND VICE CHAIR HOLLY L. DAVIS - DISTRICT 5

N. 1ST VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

O. CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting**,** Tuesday, **May 24, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: Tuesday **June 14, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **Monday, June 27, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

2. *Workshop*: Debt Reduction to Capital **Tuesday May 24, 2022, at 8:30AM**, **& Tuesday May 24, 2022, at 9:00AM, Northern Connector** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. *Workshop*: Long-Term Landfill Planning **Tuesday June 14, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

4. *Workshop*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

5. *Workshop*: Use of Boat Launch Funds **Tuesday July 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

6. *Workshop*: Succession Planning **Tuesday July 26, 2022, at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

7. *Preliminary Budget Hearing*: Governing Library Special District **Wednesday, July 27, 2022**, **at 8:30AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

8. *Preliminary Budget Hearing*: Fire Protection Special District **Wednesday, July 27, 2022**, **at 8:45AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

9. *Preliminary Budget Hearing*: BOCC **Wednesday, July 27, 2022 at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

10. *Tentative Budget Hearing*: **Thursday, September 8, 2022 at 5:01PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC

a. Conduct a public hearing on May 10, 2022, at 5:01 pm to review and discuss CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● APRIL 12, 2022

Public Workshop | **Citrus County Courthouse** | **9:00 AM**

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

April 12, 2022 Citrus County Courthouse
The meeting was called to order at 9:00 AM

1. ***Invocation***
2. ***Pledge of Allegiance***
3. ***Roll Call***

Attendee Name	Title	Status	Arrived
Ronald E. Kitchen Jr.	Chair, District 2	Present	
Ruthie Davis Schlabach	1st Vice Chair, District 3	Present	
Holly L. Davis	2nd Vice Chair, District 5	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Scott Carnahan	Commissioner, District 4	Present	
Denise A. Dymond Lyn	County Attorney	Absent	
Charles R. Oliver	County Administrator	Present	
Amy Novinger	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Apr 12, 2022 9:00 AM (Minutes)

B. WORKSHOP COMMUNICATIONS STRATEGY

B.1. Discussion and Presentation on Communications Strategy

Discussion and presentation on Communications Strategy.

County Administrator Charles R. Oliver provided an overview and Public Information Officer Veronica Kampschroer provided the presentation and responded to questions from the Board.

Mr. Oliver recapped the preliminary budget request, followed by Board discussion with Mr. Oliver and Ms. Kampschroer.

C. OPEN TO THE PUBLIC

There were no public comments.

D. UPCOMING MEETINGS

1. Regular Meeting: Tuesday **April 12, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

Workshop: Residential Road Resurfacing Tuesday **April 26, 2022 at 9:00 AM**, Citrus County Courthouse, 110 N. Apopka Avenue Room #100, Inverness, Florida 34450

F. ADJOURN

The meeting was adjourned at 9:56 AM

Minutes Acceptance: Minutes of Apr 12, 2022 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● APRIL 12, 2022

Regular Meeting | **Citrus County Courthouse** | **1:00 PM**

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

April 12, 2022 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Commissioner Jeff Kinnard, D.C. led the Invocation.

2. Pledge of Allegiance

3. Roll Call

Attendee Name	Title	Status	Arrived
Ronald E. Kitchen Jr.	Chair, District 2	Present	
Ruthie Davis Schlabach	1st Vice Chair, District 3	Present	
Holly L. Davis	2nd Vice Chair, District 5	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Scott Carnahan	Commissioner, District 4	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Angela Vick	Clerk of the Circuit Court and Comptroller	Present	
Amy Novinger	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

4. *Approval of Agenda*

Chairman Ronald E. Kitchen, Jr. requested the addition of items C7 and E15 and the deletion of item E14.

Commissioner Jeff Kinnard, D.C. requested that item L1 be moved to follow Open to the Public.

. **Motion to approve the agenda with the changes as noted and item L1 be moved to after public input.**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

B. CONSENT

Motion to approve items B1 through 13.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

Minutes

B.1. Board of County Commissioners - Special Meeting Attorney/Client Session - Mar 8, 2022 8:30 AM

B.2. Board of County Commissioners - Public Workshop - Mar 8, 2022 9:00 AM

B.3. Board of County Commissioners - Regular Meeting - Mar 8, 2022 1:00 PM

B.4. Board of County Commissioners - Public Workshop - Mar 22, 2022 8:30 AM

B.5. Board of County Commissioners - Regular Meeting - Mar 22, 2022 1:00 PM

Administration

No items.

Attorneys Office

No items.

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Clerk

No items.

Community Services

No items.

Fire Services

B.6. Deletion of Surplus Property - Asset #53992

Approve deletion of the following item from the inventory of Fire Rescue, and the removal of the same item from the county's capital asset listing. Asset #53992 - Nor E Decon Shower System.

B.7. Donation of Surplus Property Asset #53756

Approve donation of the following item from the inventory of fire rescue to Homosassa Civic Club Inc. and the removal of same items from the county's capital asset listing. Asset #53756 - Zoll AED Plus Defibrillator

Human Resources

No items.

Management and Budget

No items.

Planning and Development

B.8. PLT-21-21 Ramikissoon Replat

a. Review and approve replat application PLT-21-21, Ramkissoon Replat.

b. Authorize the Chairman to execute the plat and direct the Clerk to record the plat in the public records of Citrus County Florida.

Public Works

B.9. Surplus Property

Approve and authorize staff to sell equipment as listed in the supporting backup material through an online auction service. In the event an item does not sell, authorize staff to dispose of surplus property according to County policy.

B.10. Prescriptive Road Plat for Rainelle Avenue (Phase II)

Approve and authorize the Chairman to execute the Prescriptive Road Plat of Rainelle Avenue (Phase II) located in Section 15, Township 17 South, Range 17 East, pursuant to Chapter 95, Section 361(2), Florida Statutes, to gain prescriptive rights to the roadway and to direct the Clerk of Court to record the plat in the public records of Citrus County,

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

Florida.

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

No items.

Set Public Hearings Workshops

B.11. Set a Public Hearing on an Ordinance Pertaining to Towing

Set a public hearing on April 26, 2022 at 2:15 p.m. on an ordinance of Citrus County, Florida amending Section 98-2, Article II, Chapter 98, titled "Maximum Fees for Towing, Etc."; providing for severability; providing for inclusion into the code; providing for modifications that may arise from consideration at public hearing; and providing for an effective date.

B.12. Ordinance Amendment Relating to Beverly Hills MSBU Rates

Set a Public Hearing on May 10, 2022 at 1:31 p.m. on an ordinance of Citrus County, Florida, relating to an Ordinance of Citrus County, Florida, pertaining to Chapter 90 Beverly Hills Municipal Service Benefit Unit, amending Article XXI, Section 90-834 entitled “authorizing special assessments on a per lot, per tract or per acre basis”; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

B.13. Capital Improvement Program Presentation

Set the Capital Improvement Program Presentation for fiscal years 2023 - 2027 on Tuesday, April 26, 2022 at 2:00 p.m. at the Citrus County Courthouse, 110 N Apopka Avenue, Room 100, Inverness, FL.

C. PROCLAMATIONS

Motion to approve items C1 through 7.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

1. Proclamation National Volunteer Week

Approve and authorize the Board to execute a Proclamation declaring April 17th through April 23rd, 2022, as “National Volunteer Week” in Citrus County, Florida.

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2. Proclamation National Volunteer Appreciation Week

Approve and authorize the Board to proclaim the week of April 17 - April 23, 2022, as National Volunteer Appreciation Week in Citrus County, Florida.

3. Proclamation Animal Control Officers Week

Approve and authorize the Board to proclaim the week of April 10 - April 16, 2022, as Animal Control Officers Week in Citrus County, Florida.

4. Proclamation National Public Safety Telecommunicators Week

Approve and authorize the Board to proclaim the week of April 10 - April 16, 2022, as National Public Safety Telecommunicators Week in Citrus County, Florida.

5. Proclamation Fair Housing Month of April

Approve and authorize the Board to Proclaim the month of April, 2022, as Fair Housing Month in Citrus County, Florida.

6. Proclamation "Trash to Treasure" Art Exhibition

Approve and authorize the Citrus County Board of County Commissioners to execute a Proclamation to recognize and encourage participation in the Citrus County “Trash to Treasure” art exhibition.

7. Proclamation Minority Health Month *- Item received after the agenda was published.*

Approve and authorize the Board to proclaim April 12, 2022 as Minority Health Month, in Citrus County Florida.

D. OPEN TO THE PUBLIC

Chairman Ronald E. Kitchen, Jr. commented regarding the Special Library District Governing Board.

The following individuals addressed the Board on various issues: Sabrina Watson; Dr. Paul John Reinhardt, Candidate for the State House District 23; Rick Motley; Mark Svestka, representing Pine Ridge Property Owners Association; Barbara Ocasio; Gill Phelan; John Labriola; Tyara Otto; Diane Campbell; Selina Keller; Joe Keller; Camilla Stevens; Cheryl Cushman; Mark Conley; Janet Barek, representing Citrus Springs Civic Association; Patty Kendrick; Jim Metz; Mary Seader; Tracy Edgmon; Marti Little; Ann Madonna; Bonnie Wilder; Lya Ashley; Ann Finkelsen; Antonia Orabona; Lil Gilbert; and Deb Spence.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through g, except item E1f, pull for discussion separately.

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

a. **ITB 21-143 Amendment No. 1; Residential Road Resurfacing FY 2021/2022; Pave-Rite, Inc.**

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida, and Pave-Rite, Inc. to extend the final completion date to September 22, 2022.

b. **ITB 22-044 Rebid Contract Mowing District 11; MWM Lawn and Landscape, LLC**

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and MWM Lawn and Landscape, LLC, to provide routine mowing of County right-of-ways for District # 11.

c. **ITB 22-043 Furnish Limerock Base Material; Crystal River Quarries, Inc.**

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Crystal River Quarries, Inc. to furnish lime rock base material for a period of three (3) years with an option to renew for three (3) additional one (1) year periods.

d. **ITB 21-063 Amendment No. 2; Sea Otter Path Sewer Addition Project; Constantine Constructors, LLC.**

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida, and Constantine Constructors, LLC to extend the final completion date to June 3, 2022.

e. **RFQ 21-003 Amendment No 1; Elder Affairs and Older Americans In-Home Health Services, Ability Care Services, Inc.**

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Ability Care Services, Inc. to add Homemaker and Personal Care Services to their list of program services and modify the fee schedule to include the fees for these services.

f. RFQ 21-119 Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Shelter Facility; TOCOI Engineering, LLC *- This agenda item was pulled for discussion.*

Approve and Authorize the Chairman to execute an Agreement between Citrus County, Florida and TOCOI Engineering, LLC to provide a design of a new County Animal Shelter facility when the signed Agreement is received from Consultant with approval from Risk Management and County Attorney offices.

g. **RFQ 21-025 Citrus County Landfill Scale Infrastructure Upgrade & Modernization Project; Mettler-Toledo, LLC**

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Mettler-Toledo, LLC to provide construction and services for the Citrus County Landfill Scale Infrastructure Upgrade and Modernization Project.

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

. **Following 1. Bids - Item E1f was pulled for discussion**

RFQ 21-119 Professional Engineering, Architecture Design and Post Design Services for a New Citrus County Animal Shelter Facility; TOCOI Engineering, LLC *- Item postponed for future meeting*

Approve and Authorize the Chairman to execute an Agreement between Citrus County, Florida and TOCOI Engineering, LLC to provide a design of a new County Animal Shelter facility when the signed Agreement is received from Consultant with approval from Risk Management and County Attorney offices.

County Administrator Charles R. Oliver provided an overview of the recommendation and responded to questions from the Board, followed by Board discussion.

First Vice Chair Ruthie Schlabach made a motion to approve item E1f and seconded by Second Vice Chair Holly Davis.

Citizens Lil Gilbert, Rory Wells, Debbie Hahn, Bernie McDermott, Paul John Reinhardt, Janet Barek, Sabrina Watson, and Marti Little commented.

Commissioners responded to comments from the public, followed by Board discussion with Mr. Oliver and County Attorney Denise A. Dymond Lyn.

Motion was withdrawn by First Vice Chair Ruthie Schlabach and Second Vice Chair Holly Davis.

Consensus of the Board was to direct staff to bring this item back at the next meeting.

No action was taken on this item.

E.2. Budget Transfers

Approve budget transfers for the State Attorney, Solid Waste (2), Utilities (2), CARES Act, Housing, Transit, Gas Tax, Emergency Medical Services, Aviation (2) and Visitors & Convention Bureau for fiscal year 2021-22.

Motion to approve item E2.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending/ adopting Old Homosassa Septic to Sewer, Small County Outreach Program Forest Ridge resurfacing project, Library Services Technology Act - Mobile Maker Space project grant budgets and Montezuma Waters Special Assessment budget for fiscal year 2021-22.

Motion to approve item E3.

Citizen Janet Barek commented.

County Administrator Charles R. Oliver responded to comments from Ms. Barek.

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

Resolution Number 2022-030

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.4. Release of Lien

a. Approve and Authorize the Chairman to execute Releases of Lien for Property Abatement Assessment by and between Citrus County, Florida, and certain property owners.

b. Authorize the Clerk to record the Releases of Lien in the Public Records of Citrus County, Florida.

Motion to approve item E4a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.5. Administrative Regulation 11.19 - Policy for installation of private traffic control devices for accredited private schools.

Approve and adopt Administrative Regulation Number 11.19 Policy and Procedures for installation of private traffic control devices for accredited private schools.

Motion to approve item E5.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.6. Accept conveyance of 35’ x 54' Metal Airport Hangar from Dan G. Montgomery, Inverness Airport (KINF)

a. Approve and authorize the Chairman to accept the conveyance of the newly constructed, 35’ x 54' Metal Aviation Hangar at the Inverness Airport (KINF), from Dan G. Montgomery via Absolute Bill of Sale per the terms stated in the attached Airport Ground Lease Agreement.

b. Authorize the Clerk to place acceptance stamp on the document, and record it in the Public Records of Citrus County, Florida.

Motion to approve item E6a and b.

County Attorney Denise A. Dymond Lyn addressed the Board regarding the motion.

Motion was amended to add c: Authorize the Chairman to sign.

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.7. Accept Retention Pond Expansion and Maintenance Agreement from Brentwood Farms, LLC

a. Approve and authorize the Chairman to execute the attached Retention Pond Expansion and Maintenance Agreement.

b. Authorize the Clerk to place the acceptance stamp on the document and record it in the Public Records of Citrus County, Florida.

Motion to approve item E7a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.8. Declaration of County Owned Properties as Surplus

a. Approve the declaration of 9837 E. Gulf to Lake Hwy., Inverness, Gospel Island Fire Station; 7705 S. Florida Ave., Floral City, Floral City Fire/EMS; 9658 S. Pleasant Grove Rd., Inverness, Pleasant Grove Fire Station; 14300 W. Ozello Trl., Crystal River, Ozello Fire Station, as surplus and authorize Land Section to proceed with the sale of said properties pursuant to Florida Statute 125.35, Chapter 2, Article IV.I of the Citrus County Code and Administrative Regulation 8.03-2.

b. Authorize staff to earmark proceeds for the animal shelter unless any of said properties were purchased with designated or restricted revenue.

Motion to approve item E8a and b, with the deletion of 7705 S. Florida Ave, Floral City.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.9. Section 8 Housing Choice Voucher Program Certification

Approve and authorize the Chairman to execute the HUD 50071 “Certification of Payments to Influence Federal Transactions” as required by HUD.

Motion to approve item E9.

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.10. CoreCivic and the Government of the Virgin Islands

Approve and authorize the Chairman to sign the contract between the Government of the Virgin Islands (USVI), CoreCivic of Tennessee, LLC, and Citrus County, Florida to house inmates.

Motion to approve item E10.

Citizen Janet Barek commented.

County Administrator Charles R. Oliver responded to comments from Ms. Barek.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.11. Florida Fish and Wildlife Conservation Commission Contract No. FWC21145

Approve and authorize the Chairman to execute the Florida Fish and Wildlife Conservation Commission contract No. FWC21145 for the purpose of aquatic plant control between Citrus County, Florida and the Florida Fish and Wildlife Conservation Commission to conduct work on eligible water bodies within Citrus County.

Motion to approve item E11.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.12. RESTORE Act - NW Quad Sewer Force Main (13-1) Subrecipient Agreement

Approve and authorize the Chairman to execute Gulf Consortium Sub recipient Agreement No. 22034131.01 pursuant to the RESTORE Act Spill Impact Component and the State of Florida State Expenditure Plan in the amount of $5,945,000.

Motion to approve item E12.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.13. County-wide Stormwater Utility Operations, Management and Assessments Proposal Letters

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

a. Authorize Chairman to execute the County-wide Stormwater Utility Operations and Management Assessments Proposal Letter from Nabors, Giblin & Nickerson for fiscal year 2022-23.

b. Authorize Chairman to execute the County-wide Stormwater Utility Management and Assessments Proposal Letter from Government Services Group for fiscal year 2022-23.

Motion to approve item E13a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.14. Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm *- This item was pulled during the meeting.*

a. Authorize Chairman to accept the offer from Hamid Ashtari.

b. Approve and authorize the Chairman to execute the Vacant Land Contract and Addendum to Vacant Land Sales Agreement.

c. Authorize staff to execute all other documents related to the closing of the property, with the exception of recordable documents; approve and authorize payment of related closing costs associated with this property disposition.

d. Authorize Chairman to execute a subsequent County Deed and authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.

County Administrator Charles R. Oliver provided an update, followed by Board discussion.

No action was taken.

E.15. Release of Retainage ITB 21-001 *- Item received after the agenda was published.*

A. Accept the completed project, acknowledge pay application number 3 as Final Completion of CR491 from W Grover Cleveland Blvd to W Ocala St.

B. Approve the release of retainage and authorize the Clerk to release retainage to the

contractor, Ranger Construction Industries, Inc., in the amount of $78,971.50.

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

Motion to approve item E15a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Brian Kauffman/	Ongoing		
2.	12/8/2020 RETREAT	Agenda Item for an RFP for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis	9/30/2022		Board decided to include this in preliminary budget Workshop in AM
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Brian Kauffman	3/15/2022		Waiting for Governor to take action
4.	4/13/2021	Hall's River Road Multi-Purpose Path (Board decided to look at completing in phases, first phase Crumps to River Haven)	Randy Oliver	TBD		Funding has not been identified
5.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
6.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	4/24/2022		Policy written
7.	11/10/2021	Modify waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration May 2022		PDC Meeting 4/21/2022
8.	2/22/2022	Issue RFP for Administrator Search	June Randall	3/22/2022	COMPLETED	
9.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren	4/26/2022		April update on this Agenda
10.	3/8/2022	Benchmark other counties and cities in Florida regarding Affordable Housing	Mike Sherman	5/24/2022		
11.	3/22/2022	Develop Timeline for Administrator Search	Randy Oliver	4/26/2022		
12.	3/22/2022	Establish a restricted account for 0.2 mil increase over the next 5 years to fund road resurfacing unless on alternative revenue sources is identified.	Randy Oliver/ Colleen Scott	4/12/2022		

County Administrator Charles R. Oliver requested the deletion of item 8.

. **Motion to approve item F with the deletion of number 8.**

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. CR 491 North Road Widening Project - Land Acquisition -Schlabach, Parcel 3010.

a. Approve and authorize the Chairman or designee to execute the Agreement with Jarey D. & Ruth Schlabach for Parcel 3010 within the CR 491 North Road Widening Project.

b. Approve and authorize the Chairman or designee to execute all related closing documents; approve and authorize payment of related closing costs associated with this property acquisition.

c. Authorize staff to execute all other documents related to the closing of the property with the exception of recordable documents; approve and authorize payment of related closing costs associated with this property acquisition.

d. Authorize the Clerk to place acceptance stamp on any documents upon receipt and record all documents in the Public Records of Citrus County, Florida.

County Administrator Charles R. Oliver introduced Attorney Campbell McLean with the Law Firm of Gray/Robinson representing Citrus County, and Attorney McLean provided the presentation and responded to questions from the Board.

Motion to approve item G1a through d.

Citizens Deb Spence, Sabrina Watson, and Janet Barek commented.

Commissioners responded to comments from the public.

County Attorney Denise A. Dymond Lyn addressed the Board.

First Vice Chair Ruthie Schlabach announced that she will recuse herself.

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Davis, Kinnard D.C., Carnahan
RECUSED:	Schlabach

G.2. Fund Balance

Approve and authorize the Chairman to execute a budget resolution to recognize the actual fund balance brought forward from September 30, 2021.

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve item G2.

Resolution Number 2022-031

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Presentation of Certificate of Achievement for Excellence in Financial Reporting and for Outstanding Achievement in Popular Annual Financial Reporting

Presentation of the awards for Certificate of Achievement for Excellence in Financial Reporting and for Outstanding Achievement in Popular Annual Financial Reporting to Citrus County for its Popular Annual Financial Report by The Honorable Ken Burke, CPA, Pinellas County Clerk of the Circuit Court and Comptroller.

Citrus *County Clerk of Circuit Court and Comptroller Angela Vick introduced the Pinellas County Clerk of Circuit Court and Comptroller Ken Burke, who presented the Certificate of Excellence in Financial Reporting Awards to Ms. Vick, Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver, Chief of Staff Traci Phillips, Senior Financial Analyst Susan Sullivan, Chief Deputy of Finance Services Shelley Sansone, and the following Finance Staff: Cherice Parrish; Alex Fontanez; Jody Wilkinson; Julie Pitts; Michele Benson; Sheila Johnston; Doreen Budd; and Elizabeth Atkinson. Ms. Vick addressed the Board.*

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Historic Resources Advisory Board - Announce Open Positions

Announce five (5) vacancies on the Historic Resources Advisory Board for an Architect, Archaeologist, Historian and two (2) at-large positions that will expire on January 31, 2024.

County Administrator Charles R. Oliver provided the announcement, followed by Board discussion with the County Attorney Denise A. Dymond Lyn.

J. COMMITTEE REPORTS FROM COMMISSIONERS

Second Vice Chair Holly Davis announced the Tourist Development Council (TDC) meeting tomorrow and gave an overview from the National Association of Counties (NACo) committee meeting.

Chairman Ronald E. Kitchen, Jr. shared information from the Tampa Bay Regional Planning Council (TBRPC) Regional Resiliency Leadership Summit and recognized Save Crystal River for the Future of the Region "2022 One Bay McIntosh Award".

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

No items.

L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

L.1. Solar FL 2018, LLC Request for Right of Way Utilization Permit

Receive presentation and then provide direction to Administration and staff.

Commissioner Jeff Kinnard, D.C. provided an overview and introduced Mickey Thomason with Florida Department of Environmental Protection, John Taylor representing Renewable Management Services, which is the developer for the Solar FL 2018, LLC Project, and Marion County Commissioner Kathy Bryant who provided the presentation.

Commissioner Kinnard recapped the purpose for the presentation.

There was no action taken.

M. 2ND VICE CHAIR HOLLY L. DAVIS - DISTRICT 5

Second Vice Chair Holly Davis discussed the Strategic Planning Process she attended last week. Commissioner Jeff Kinnard, D.C. commented.

N. 1ST VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

No items.

O. CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

Chairman Ronald E. Kitchen, Jr. discussed the public workshop regarding Residential Road Resurfacing that is scheduled to be held on April 26, 2022 at 9:00 A.M. and shared information from the Tampa Bay Regional Planning Council Regional Resiliency Leadership Summit regarding County Administrators Forum.

Board discussion ensued.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Citizen Janet Barek, representing Citrus Springs Civic Association addressed the Board on various issues.

County Administrator Charles R. Oliver and Commissioners responded to comments from Ms. Barek.

R. UPCOMING MEETINGS

1. Regular Meeting**, April 26, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **May 10, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **May 24, 2022 at 1:00 PM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. *Workshop*: Residential Road Resurfacing **Tuesday April 26, 2022, at 9:00AM**, Citrus County

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. *Workshop:* Airports & Infrastructure **Tuesday May 10, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. *Workshop*: Debt Reduction to Capitol **Tuesday May 24, 2022, at 8:30AM**, **& Tuesday May 24, 2022, at 9:00AM, Northern Connector** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
4. *Workshop*: Long-Term Landfill Planning **Tuesday June 14, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
5. *Workshop*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
6. *Workshop*: Use of Boat Launch Funds **Tuesday July 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
7. *Workshop*: Succession Planning **Tuesday July 26, 2022, at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

No items.

U. ADJOURN

The meeting was adjourned at 5:08 PM

Minutes Acceptance: Minutes of Apr 12, 2022 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Angela Vick, Clerk of the Circuit Court and Comptroller
SUBJECT:	Clerk Records Disposition 1913
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

In accordance with the General Records Schedules set forth by The Division of Library and Information Services, Bureau of Archives and Records Management, pursuant to the Florida Administrative Code Chapter 1B-24, the attached Records Disposition Form lists records which have met their assigned retention periods.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1913 for the disposal of records that have met their assigned retention periods.

ANGELA VICK, CLERK OF THE CIRCUIT COURT AND COMPTROLLER CITRUS COUNTY, FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NO.1913

PAGE 1 OF 2 PAGE(S)

PREPARED BY: Sherry Wolford
April 13, 2021

1. ADDRESS: 110 N. Apopka Avenue, Inverness, Florida 34450

2. CONTACT : Lindsay Tozer, RMLO 352-341-7044

3. SUBMITTED BY:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Verifier's Signature Date

Robin Barclay 4/13/2022
Department Manager's Signature Date

4. NOTICE OF INTENTION
The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one):

__X__ a. Destruction _____ b. Microfilming and Destruction

_____ c. Other Scan and Destruction

Verified by Date

Verified by Date

5. LIST OF RECORD SERIES

a. Schedule Item	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date Completed After Authorizatio
		DEPARTMENT: Administrative Services **DIVISION: Internal Audit**				
GS1-SL	73	**AUDITS: INTERNAL** Contents from Trakman Boxes: 103 and 109 (Please see attached list for details) **Note:** Clerk Angela Vick increased the legal retention period to 20 years. This retention period has been fulfilled.	5 FY	9/30/1989 thru 12/31/2001		On Site Shredding
					Cubic feet total= 4	

6. DISPOSAL AUTHORIZATION
Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Angela Vick
Angela Vick, Clerk of the Circuit Court and Comptroller

Lindsay Tozer
Lindsay Tozer, RMLO

BOCC Chairman

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature Date

Name and Title

Witness Name

NOTE: This document has permanent retention, and is retained by the Clerk of the Court, Custodian of the Public Record.

Attachment: Disposition 1913 (20290 : Clerk Records Disposition 1913)

Internal Auditor - Trakman Box Inventory

NOTE: PER CLERK- HOLD "GS1-SL-73 AUDIT: INTERNAL" for 20 YEARS

Box	No.		Contents:	Inclusive Dates:	GS Code & Name	Retention	Destruction date	Per Clerk Retention
Box	**103**		Independent Auditor's Reports	9/30/89 - 9/30/97	GS1-SL-73 Audits: Internal **PER CLERK-HOLD 20 YEARS**	5FY	D=4/2007	D=4/2018
Box	**109**		Citrus Co. Transit Audit FY 00/01	10/1/00 - 9/30/01	GS1-SL-73 Audits: Internal **PER CLERK-HOLD 20 YEARS**	5FY	D=4/2007	D-4/2022
			Division 2001 Reports Clerk	10/1/00 - 9/30/01	GS1-SL-73 Audits: Internal **PER CLERK-HOLD 20 YEARS**	5 FY	D=4/2007	D=4/2022

Attachment: Disposition 1913 (20290 : Clerk Records Disposition 1913)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Public Meeting Notice Nature Coast Aquatic Mgmt. Plan
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection is holding public meetings to present the draft for Nature Coast Aquatic Preserve Management Plan to the public for their review and feedback. Meetings will be held on Thursday, May 19, 2022, and Tuesday, May 24, 2022, 6:00pm - 8:00 pm.

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection will be holding an Advisory Committee Meeting on Thursday, May 10, 2022, 10:00am - 3:00pm.

BUDGET IMPACT/FUNDING SOURCE:

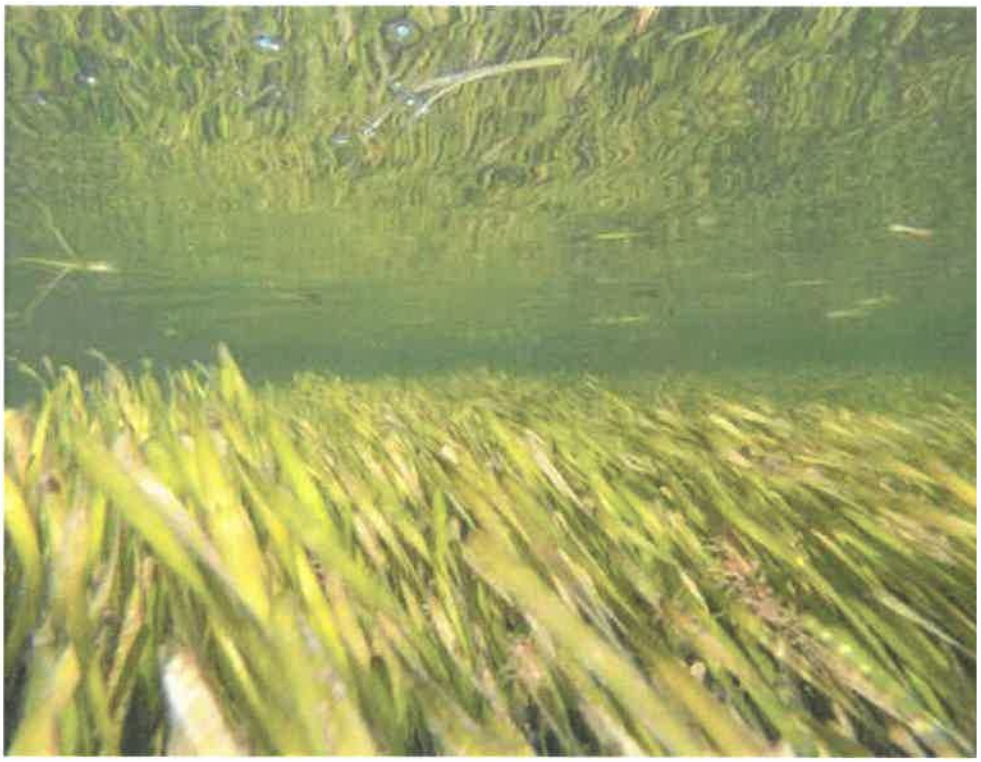
Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection, announces public meetings on May 19, 2022, and May 24, 2022, at 6:00pm to which all persons are invited for an opportunity for the public to provide input on the Nature Coast Aquatic Preserve Management Plan. The Advisory Committee Meeting will be on May 26, 2022, at 10:00am.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Nature Coast Aquatic Preserve



The Nature Coast Aquatic Preserve (NCAP), designated in 2020 by the Florida Legislature, is Florida's 42nd aquatic preserve and the state's first new aquatic preserve in 32 years. It encompasses 800 square miles of coastal waters, including 625 miles of shoreline, along Citrus, Hernando and Pasco counties, making it the second-largest aquatic preserve in Florida. The NCAP is bordered to the north by Big Bend Seagrasses and St. Martins Marsh Aquatic Preserves and to the south by Pinellas County Aquatic Preserve.

Combined, these four preserves protect the largest contiguous seagrass meadow in the Gulf of Mexico and the largest spring-fed seagrass habitat in the world. NCAP also includes mangrove islands, saltmarsh, sponge beds, marine springs, oyster reefs, and limestone hardbottom habitats. The karst geology and spring-fed rivers are key influences on the ecosystems and the wildlife that depends on them, including sea turtles and manatees.

The NCAP protects nearly 400,000 acres of seagrass which support valuable working waterfronts industries, includi fisheries, seafood production, and ecotourism. Kayaking, boating, fishing, and scalloping are popular recreational opportunities within the NCAP.

For other opportunities to help preserve the NCAP, consider joining the Aquatic Preserve Society.

Management Plan

The state develops a management plan for each aquatic preserve, with input from local governments, citizens, anc other stakeholders in a process that is overseen by the Florida Department of Environmental Protection. The governor and cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, grant final approval the plan. The plan's goal is to maintain the preserve's biological, scientific, and aesthetic value for future generatio to enjoy while allowing and improving access for activities such as boating and fishing, birding, kayaking and eco-tourism.

Attachment: Nature Coast Aquatic Preserve Info (20328 : Public Meeting Notice Nature Coast Aquatic Mgmt. Plan)

Writing a management plan for an aquatic preserve is a multi-year process. In the past year, a series of stak workshops has been held to develop, refine and finalize the draft management plan. There are two public meetings to present the draft management plan to the public for comment, and an advisory committee meeting for them to receive those public comments.

Public Meeting

Thursday, May 19, 2022
6 - 8 p.m.
https://floridadep.gov/ncap-meeting2/

Public Meeting

Tuesday, May 24, 2022
6 - 8 p.m.
Plantation Inn
Magnolia Room B
9301 West Fort Island Trail
Crystal River, FL 34429

Advisory Committee Meeting

Thursday, May 26, 2022
10 a.m. - 3 p.m.
Plantation Inn
Magnolia Room B
9301 West Fort Island Trail
Crystal River, FL 34429

Counties: Citrus
Hernando
Pasco

Location:

Email: FloridaCoasts@FloridaDEP.gov

Phone: 850-245-2094

Publication References:
Nature Coast Aquatic Preserve Management Plan DRAFT

Total Acreage: 455000.00

Managed-Regulated: Managed

Receives State Funding: Yes

Attachment: Nature Coast Aquatic Preserve Info (20328 : Public Meeting Notice Nature Coast Aquatic Mgmt. Plan)

State Owned: Yes

History:

Monitoring Programs

Establishing baseline data at the time of designation is critical in managing and protecting the NCAP. Monitoring programs aim to visit sites repeatedly over time and collect samples that define conditions in the target system (e.g seagrass beds or oyster reefs). Since the NCAP was established, ninety water quality monitoring stations have been reestablished and will be monitored on a monthly basis. In addition, annual seagrass monitoring has been reestablished at 100 sites.
The data from these and other future programs will be publicly available via the SEACAR database.

Public Access:
The NCAP is accessible from 14 boat ramps, four state parks, two national wildlife refuges and numerous local park

Archaeological Resources:
The area of the Nature Coast Aquatic Preserve has been described as a hub of trade and cultural activities by indigenous people. Shell middens, ceremonial sites, and numerous other types of historical and cultural sites have been documented on islands within the NCAP as well as adjacent inland areas with sites dating back 4,000 years.

Wildlife Habitat Description:
The natural resources present within the NCAP are some of the most precious in the state. Within the preserve's boundaries are complex ecosystems that provide critical habitat for many ecologically, commercially and recreationally important species. Key habitats include seagrass beds, salt marshes and mangrove swamps. The are also contains spring-fed waters from nearby riverways that attract large numbers of the threatened Florida manate during the winter months when these animals seek thermal refuge in warmer waters.



Florida's Gulf Coast is characterized by shall waters that gently slope to deeper levels offshore. These shallow submerged lands of prime habitat for seagrass.
Seagrasses provide many ecosystem service including stabilizing sediments, reducing shoreline erosion, sequestering carbon, improving water clarity, and providing habit for ecologically and economically valuable species. Many species rely on seagrass meadows at some point in their lifecycle. Fo instance, green sea turtles, a threatened species, rely on seagrasses for food as they graze the shallow flats of the Gulf Coast. Bay scallops are dependent on seagrasses for successful recruitment.

Attachment: Nature Coast Aquatic Preserve Info (20328 : Public Meeting Notice Nature Coast Aquatic Mgmt. Plan)

Both seagrass beds and salt marshes serve as nurseries for the young of many other marine species. Salt marshes in the NCAP also serve as a transitional zone between the estuaries and the uplands, protecting uplands from saltwater intrusion, waves and storm surges, while also protecting estuaries by trapping pollutants flowing in the waters from the land.

Mangrove swamps, including red and black mangrove species, are also prevalent in the NCAP. The fringe forest mangrove swamps of the NCAP provide an important protective barrier between storm and wave energy and the immediate coastline while also reducing the impacts of excess nutrients and other pollutants on water quality. Mangrove swamps and islands also serve as an important nesting colonies and feeding sites for several bird specie the NCAP.

Habitat-Wildlife Type: Aquatic Preserves
Bird Rookery
Cave-Subterranean
Geological Outcrop
Mangrove
Mollusk Reef
Outstanding Florida Waters
Salt Marsh

Last Modified: May 2, 2022 - 9:55am

Attachment: Nature Coast Aquatic Preserve Info (20328 : Public Meeting Notice Nature Coast Aquatic Mgmt. Plan)

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Nature Coast Aquatic Preserve Mgt Plan Public Meeting

Event Date: Thursday, May 19, 2022 - 6:00pm to 8:00pm EDT

Division: Office of Resilience and Coastal Protection

Program Area: Aquatic Preserve Program

Public Notice: Yes

Location: http://floridadep.gov/ncap-meeting2/
Meeting Held, FL Online

Type: Meeting

Details:

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection is holding a public meeting to present the draft Nature Coast Aquatic Preserve Management Plan to the public for their review and feedback. Information on the Nature Coast Aquatic Preserve can be found at httP-s://floridadeP-.gov/rq2/aquatic-preserve/locations/nature-coast-aquat. .... The management plan is available at httftliP-ublicfiles.deP-.state.fl.us/CAMAIP-lans/Nature-Coast-AP-Management..... Members of the Nature Coast Aquati Preserve Management Plan Advisory Committee have also been invited to attend and listen to comments and ma also participate in the discussion. There is an additional opportunity to comment in an in-person public meeting c May 24, and there will be an advisory committee meeting on May 26 to review comments from both meetings and tl management plan.

Contact Name: Pearson, Earl
Contact Email: earl.P-earson@floridadeP-.gov
Contact Phone: 850-245-2104

Last Modified: April 26, 2022 - 8:29am

Attachment: Nature Coast AP Management Plan Mtg 5-19-22 (20328 : Public Meeting Notice Nature Coast Aquatic Mgmt. Plan)

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Nature Coast Aquatic Preserve Mgt Plan Public Meeting

Event Date: Tuesday, May 24, 2022 - 6:00pm to 8:00pm EDT

Division: Office of Resilience and Coastal Protection

Program Area: Aquatic Preserve Program

Public Notice: Yes

Location: 9301West Fort Island Trail
Crystal River, FL 34429

Type: Meeting

Details:
The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection is holding a public meeting to present the draft Nature Coast Aquatic Preserve Management Plan to the public for their review and feedback. Information on the Nature Coast Aquatic Preserve can be found at httP-s://floridade12:gov/rqi/aquatic-P-reserve/locations/nature-coast-aQuat..... The management plan is available at htt publicfiles.deP-.state.fl.us/CAMAIP-lans/Nature-Coast-AP-Management... . Members of the Nature Coast Aquatic Preserve Management Plan Advisory Committee have also been invited to attend and listen to comments and ma also participate in the discussion. There is an additional opportunity to comment in a virtual public meeting on Ma 19, and there will be an advisory committee meeting on May 26 to review comments from both meetings and the management plan.

Contact Name: Pearson, Earl
Contact Email: earl.P-earson@floridade12:gov
Contact Phone: 850-245-2104

Last Modified: April 26, 2022 - 8:30am

Attachment: Nature Coast AP Management Plan Mtg 5-24-22 (20328 : Public Meeting Notice Nature Coast Aquatic Mgmt. Plan)

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Nature Coast Aquatic Preserve Mgt Plan Adv Comm Meeting

Event Date: Thursday, May 26, 2022-10:00am to 3:00pm EDT

Division: Office of Resilience and Coastal Protection

Program Area: Aquatic Preserve Program

Public Notice: Yes

Location: 9301 West Fort Island Trail
Crystal River, FL 34429

Type: Meeting

Details:
The Nature Coast Aquatic Preserve Management Plan Advisory Committee is meeting to discuss possible revisions t the draft Nature Coast Aquatic Preserve Management Plan and review comments received at the public meetings on Thursday, May 19, 2022, and Tuesday, May 24, 2022. Information on the Nature Coast Aquatic Preserve can be foun at httP-s://floridadeP-,gov/rcP./aquatic-P-reserve/locations/nature-coast-aquat. ..... The management plan is available at htt_P-ublicfiles.deP-,state.fl.us/CAMAIP-lans/Nature-Coast-AP-Management....

Contact Name: Pearson, Earl

Contact Email: earl.P-earson@floridadep_.gov

Contact Phone: 850-245-2104

Last Modified: April 26, 2022 - 8:30am

Attachment: Nature Coast AP Mgmt Adv Mtg 5-26-22 (20328 : Public Meeting Notice Nature Coast Aquatic Mgmt. Plan)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing – Set PH
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Pursuant to Florida Statute Section 125.379, at least every three (3) years, each county is to prepare an inventory list of all real property to which the County holds fee simple title that is appropriate for use as affordable housing. The statute further provides that the governing body must review the inventory list at a public hearing and may revise said list at the conclusion of a public hearing if desired. Thereafter, the final inventory list is established by adoption of a resolution.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

Set a Public Hearing on June 14, 2022, at 1:30 p.m. pursuant to Section 125.379, Florida Statutes, for the purpose of considering an inventory list of County owned, surplus real property determined to be appropriate for use as affordable housing.

AVAILABLE AFFORDABLE HOUSING INVENTORY LIST

PLEASE NOTE THAT THIS INVENTORY LIST IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF COUNTY COMMISSIONERS

ALTKEY	SITE ADDRESS	STATUS	ZONE	JUST VALUE	MAY BE AFFECTED BY CS WATER ASSESSMENT	ACRES	LEGAL DESCRIPTION
1931991	08803 E GLOW LN - INVERNESS	Vacant	CLR	$3,300	No	0.16	HICKORY HILL RETS UNIT 2 LOT 14 BLK 6 DESC IN OI BK 305 PG814
3230758	04002 E WALKER ST - INVERNESS	Vacant	MDR	$3,260	No	0.11	INVERNESS HGLDS UNIT 3 PB 2 PG 103 LOTS 42 & 43 BLK 110DESC IN OR BK 568 PG 2175 & OR BK 753 PG 1107
1932220	06079 E WINGATE ST - INVERNESS	Vacant	MDR	$2,990	No	0.22	INVERNESS HGLDS WEST PB 5 PG 19 LOT 37 BLK 40

QTY OF RECORDS PRINTED: 3

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List

Select Year: 2021 Go

The 2021 Florida Statutes

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS | Chapter 125 COUNTY GOVERNMENT | View Entire Chapter

125.379 Disposition of county property for affordable housing.—

(1) By July 1, 2007, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the county may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

History.—s. 1, ch. 2006-69.

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Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

ARTICLE IV.I. - REAL PROPERTY DISPOSITION PROCEDURES

Sec. 2-109. - Purpose.

This article is adopted for the purpose of setting forth the methods of disposition of surplus county real property. The county administrator or designee shall have the option of utilizing the statutory methods of disposal, this article, or any combination thereof.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-110. - Authority, purpose, and standards.

(a) This section is enacted under authority F.S. § 125.35 for the sale, leasing and donation of real property by the county when it is determined by the board of county commissioners (the "board") to be in the best interest of the county.

(b) Any of the procedures specified in this article may be used and applied, where applicable, by the board for the competitive or non-competitive sale or lease of any real property.

(c) At a minimum, persons or legal entities seeking to purchase or lease available county real property must be financially responsible and currently active, registered and in good standing with the Florida Department of State. Other standards for competition and qualification for the sale or lease of county real property are set forth in sections 2-111 through 2-114 below.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-111. - Declaration of surplus property.

(a) Any real property owned by the county may be declared as surplus upon:

(1) Presentation of a staff request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall review all real property held by the county as frequently as is needed to determine whether such property is unusable or no longer needed for county purposes or usable for affordable housing.

(2) Presentation of an interested party's request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall include a staff recommendation with the interested party's request.

(3) The board of county commissioners' own motion.

(b) When the board of county commissioners finds that any real property owned by the county is unusable or not needed for county purposes or usable for affordable housing, the board may declare the real property to be surplus property. Once the property is declared surplus, the property may be sold, dedicated, donated, leased or otherwise conveyed to interested parties in accordance with applicable Florida Statutes or pursuant to the terms of this article.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-112. - Methods of disposal.

Once the real property has been declared surplus, the county administrator or designee shall recommend to the board of county commissioners a particular method of disposal as set forth in this section.

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

(1) *Statutory competitive bidding.* In accordance with F.S. § 125.35(1), the county may sell, convey or lease any real property, whenever the board of county commissioners determines that it is in the best interest of the county to do so, to the highest and best bidder for the particular use of the property the board determines is the highest and best pursuant to the statutory procedures provided in F.S. § 125.35(1). Notice shall be published once a week for at least two weeks in a newspaper of general circulation, calling for bids on the property.

(2) *Private sale.* In accordance with F.S. § 125.35(2), the county may negotiate a private sale with an adjacent property owner when the board of county commissioners finds that the property is of insufficient size and shape to be issued a permit for any type of development, or when the value of the property is $15,000.00 or less as determined by an independent appraisal or by the county property appraiser and of use only to the adjacent property owners. Notice of intended action shall be sent to the adjacent property owners by certified mail and no bids or public notice shall be required. However, if, within ten days, two or more adjacent property owners indicate an interest to purchase the property, then the county administrator or designee shall accept sealed bids for the parcel from those property owners and may convey the property to the highest bidder or reject all bids. If no response is received from the adjacent property owners, then a private sale may be completed.

(3) *Property exchange.* In accordance with F.S. § 125.37, the county may exchange surplus real property for another parcel of real property, provided that the board of county commissioners has published a notice for at least two weeks in a newspaper of general circulation, before adoption of a resolution authorizing the exchange. The notice shall set forth the terms and conditions of the exchange of property.

(4) *Sale to government or nonprofit.* In accordance with F.S. § 125.38, upon a finding by the board of county commissioners that the property is required for use by another governmental entity or nonprofit entity, the county may sell, transfer, lease or convey real property to that entity for such price, whether nominal or otherwise as the board may fix. No advertisement is required. The fact of the application being made, the purpose for which such property is to be used, and the price or rent thereof shall be set out in a resolution duly adopted by the board, setting forth the following:

a. The facts of the application;

b. The purpose for which the property is to be used;

c. The rent and term of the lease or the purchase price and terms; and

d. A provision to be incorporated into the lease or deed which states that in the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

(5) *Affordable housing.* In accordance with F.S. § 125.379, the county may sell, transfer, lease, or convey surplus real property to another governmental entity, a nonprofit entity, or a private entity or person to carry out the provisions of F.S. ch. 420, relating to affordable housing. The county may adopt requirements for such conveyances on a case-by-case basis and after recommendation by the affordable housing advisory committee, such as deed restrictions, percentage of affordable units for low-income, moderate-income and very low-income persons as defined in F.S. § 420.0004, and such other restrictions to insure that said property will be permanently preserved as affordable housing.

(6) *Alternative disposition procedures.* As authorized in F.S. § 125.35(3), the county may dispose of surplus real property through alternative procedures outlined in this subsection:

a. *Minimum base bid.* The county may sell, transfer, lease or convey real property through the minimum base bid procedures outlined in this subsection.

1. A minimum base bid for the lease or sale of real property may be determined by:

i. A written offer procured by a real estate broker; or

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

ii. An appraisal; or

iii. An unsolicited written offer made by a prospective lessee or purchaser.

2. After determining the minimum base bid, the county may elect to advertise for bids on the property which is the subject matter of the written offer. The election to advertise for bids must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease. The advertisement shall specify the minimum base bid and the specific terms and conditions, if any, to be bid upon. All bids shall be sealed and must contain a minimum of one percent or $150.00, whichever amount is greater, as an earnest money deposit.

3. Upon receipt of the sealed bids, the property shall be sold or leased to the bidder submitting the highest, qualified, responsive and best bid. The offer of the prospective purchaser used to establish the minimum base bid, shall be deemed to constitute the bid of the lessee/purchaser unless a second sealed bid is submitted by the prospective lessee/purchaser. The county commission reserves the right to reject any bid, including the minimum base bid, that is not reasonably close to the fair market value of the property at the time bids are opened.

4. If no other bids are received or if no bid exceeds the minimum base bid, the offer used as the minimum base bid shall be accepted by the county only if such minimum base bid is reasonably close to the fair market value of the property. If other bids are received, and at least one such bid is reasonably close to the fair market value of the property, the sale or lease shall be made to the highest and best bidder.

b. *Negotiated sale.* The county may sell, transfer, lease or convey real property through the negotiated sale procedures outlined in this subsection through the use of a licensed real estate broker or through a public auction house in the following manner:

1. A licensed real estate broker or public auction house (including internet auction companies) shall be retained in accordance with county policy to market, lease, or auction the real property. Any contract for services shall, at a minimum, set forth the amount of compensation due for services, the length of notice/advertising time, the time for auction, if being auctioned, and such other information as deemed necessary by the county administrator or designee. The contract(s) shall be approved by the board of county commissioners. Notice of the board's intent to consider the contract(s) shall be given in accordance with the board's regular advertising procedures.

2. Any offer made to a licensed real estate broker for purchase of listed surplus property shall be brought to the board of county commissioners in the form of a purchase agreement. Notice of the board's intent to consider the purchase agreement shall be given in accordance with the board's regular advertising procedures. If the board approves the purchase agreement, then the chair shall be authorized to sign all required closing documents, including the deed.

3. For any real property dispositions made through public auction, the county shall establish a base reserve for the property.

c. *Request for proposals.* The county may sell, transfer, lease or convey real property through the request for proposals (RFP) process in the following manner:

1. The election to use the RFP process must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease.

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

2. Upon approval by the board, the county administrator or designee shall proceed to issue the RFP, evaluate the proposals, and submit a recommendation regarding such proposals to the board of county commissioners.

3. If the sale or lease of the property was initiated in response to an unsolicited offer by a prospective purchaser then the offeror may submit another proposal. If no other proposal is received, the original proposal shall be accepted, unless the original offer was deemed unacceptable and rejected before issuing the RFP. The county reserves the right to reject any RFP in which the proposed sale or lease amount is not reasonably close to the fair market value of the property at the time RFPs are considered by the county commission.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-113. - Negotiation procedures.

(a) In determining the terms and conditions of the disposal of surplus property, the county administrator or designee shall take into consideration the following factors:

(1) The appraised value of the real property;

(2) The condition of the real property, and the extent to which the party seeking to acquire the property will have to expend funds to make the property usable, rezoning issues excluded, or, to bring the property into compliance with the county Code;

(3) The proposed use of the party seeking to acquire the property; and

(4) The proposed use of the property for affordable housing.

(b) In no event shall the disposition of surplus property violate the county comprehensive plan or the zoning regulations of the county.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-114. - Exemptions.

Notwithstanding anything in this article to the contrary, the county is expressly authorized to:

(1) Negotiate the lease of an airport or seaport facility;

(2) Modify or extend an existing lease of real property for an additional term not to exceed 25 years; or

(3) Lease a professional sports franchise facility financed by revenues received pursuant to F.S. § 125.0104 or 212.20.

(Ord. No. 2014-02, § 2, 3-25-14)

Secs. 2-115—2-140. - Reserved.

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

ADMINISTRATIVE REGULATION AR: 8.03-2 **DATE APPROVED**
February 14, 2012
SUBJECT: **ORIGINATING DEPARTMENT:**
Acquisition and Sale of Property (Real Estate) Administration

The following is intended to establish real estate acquisition and sale procedures for Citrus County. All real estate acquisition will comply with Florida Statutes and Citrus County Code, County Ordinance 97.05.

PROCEDURE: ACQUISITION

A. A Department, Division or Office shall make a written request, which must be signed by the Department Director and forwarded, to the Director of Engineering through the chain of command.

B. All acquisition action requires the Board of County Commissioners' approval.

C. If a survey/title search is necessary, Land Section will conduct or contract for the necessary research and/or work products.

D. An Expenditure Account number must be provided with all requests.

E. The Land Section shall prepare an Agenda Request and submit to the County Attorney for the Board of County Commissioners to formally accept and authorize recording of a deed and place an acceptance seal on the document.

PROCEDURE: SALE OF SURPLUS PROPERTY:

A. Annually, the Department of Public Works will prepare a list of surplus properties for review and approval by the Board of County Commissioners. Land Section will verify with all departments that the properties are not necessary to fulfill requirements of the Comprehensive Plan, Facilities Plan or other Master Space Plan. The list will be divided into two categories: those properties that have a reasonable potential for public sale and those properties that have a low potential for sale and are recommended by staff for possible donation to not-for-profits. The Board shall add, delete, and modify categories of properties as they see fit.

B. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

C. Florida Statutes shall also control whether an appraisal will be required.

D. **For those properties approved by the Board for public purchase only:**

1. The Board of County Commissioners will determine if the property is to be sold by the bid process, or by another procedure established by local ordinance.

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

2. Any public land offering shall establish a minimum bid threshold based on the appraised value as reflected in the current Property Appraiser's database. Only offers of at least 75% of the Property Appraiser's appraised value or higher will be placed on the Board agenda for consideration.

3. If the Board determines the bid process should be implemented, a bid package will be prepared.

4. A successful bidder shall receive a Statutory "Deed of Conveyance" approved by the Board of County Commissioners. A marketable title will not be guaranteed.

E. **For those properties approved as eligible for donation to Not-for-Profits:**

1. Properties shown on the annual list of surplus properties shall be eligible for acquisition by qualified non-profit agencies for the purposes of promoting community interest and welfare.

2. A request for donation of a specific parcel must be made to the Land Section of the Engineering Division by a non-profit agency interested in acquiring County property. The request should outline the proposed public purpose use of the property as it relates to the not-for-profit's business activities, submitted on official letterhead, and signed by the agent/officer qualified to accept real property.

3. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

4. Florida Statutes shall also control whether an appraisal will be required.

5. Florida Statute 125.38, or its successor, shall control non-profit agency requests for property.

6. The non-profit agency shall provide proof of their corporate status as a 501(c)3 or 501(c)4 as defined in IRS Publication 557. The Land Section will verify non-profit status.

7. If a request is received from a qualifying non-profit agency, the Board of County Commissioners reserves the right to transfer the property to that agency through either sale (including sale at a reduced value) or donation, provided that such action is in compliance with applicable Florida Statutes.

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

8. Once a request is received and validated from a legitimate not-for-profit agency, it will be posted on the Land Section website and publicly in the lobby of the Lecanto Government Building for seven (7) calendar days giving other not-for-profits an opportunity to request the same property.

9. In the event that requests are received from two (2) or more not-for-profit agencies for the same parcel, sufficient additional information may be requested for presentation to the Board of County Commissioners. The Board shall make the final decision as to which agency receives the donation. Consideration shall be given to items such as; proposed use, benefit to the general public, community support, proximity to the core function of the agency, and agencies that are currently housed in the facility to be donated.

10. Requests for donation of property to not-for-profits is limited to ten (10) conveyances per year.

11. Prior to transfer to not-for-profits following this section, the Board of County Commissioners must duly adopt a resolution finding that the transfer is for public or community interest and welfare. Consideration shall include the proposed purpose for which the property will be used. The resolution shall include the proposed price or that it is a donation. No advertisement shall be required.

12. A successful bidder shall receive a Statutory “Deed of Conveyance” approved by the Board of County Commissioners. A marketable title will not be guaranteed. The Board of County Commissioners reserves the right to determine whether a reverter clause is required.

FOOTNOTES & REFERENCES RELATED TO AR's: Supersedes AR 8.03 dated May 25, 1999, Supersedes AR 8.03-1 dated July 27, 2010

Attachment: 1b Supporting Documents (20235 : Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing –

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Set a Public Hearing to Amend the Flood Plain Management Ordinance
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Set a Public Hearing on June 14, 2022 at 1:45 p.m. pertaining to Citrus County Flood Plain Management Regulations.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Set a Public Hearing on June14, 2022 at 1:45 p.m. on an Ordinance of Citrus County, Florida, amending Chapter 18, Article VI, Section 18-196 entitled "Applicability"; amending Chapter 18, Article VI, Section 18-197 entitled "Duties and Powers of the Floodplain Administrator"; amending Chapter 18, Article VI, Section 18-201 entitled "Variances and Appeals"; amending Chapter 18,Article VI, Section 18-204 entitled "Definitions"; amending Chapter 18, Article VI, Section 18-205 entitled "Buildings and Structures"; amending Chapter 18, Article VI, Section 18-208 entitled "Manufactured Homes"; deleting Chapter 18, Article VI, Section 18-212 entitled "Amendments to the Florida Building Code"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener's errors; providing for codification; and providing for an effective date.

ORDINANCE NO. 2022 ____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-196 ENTITLED "APPLICABILITY"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-197 ENTITLED "DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-201 ENTITLED "VARIANCES AND APPEALS"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-204 ENTITLED "DEFINITIONS"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-205 ENTITLED "BUILDINGS AND STRUCTURES"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-208 ENTITLED "MANUFACTURED HOMES"; DELETING CHAPTER 18, ARTICLE VI, SECTION 18-212 ENTITLED "AMENDMENTS TO THE FLORIDA BUILDING CODE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, Citrus County participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 5, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for Citrus County to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus one (1) foot, which necessitates modification of the existing requirements; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Board has determined that it is appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for non-elevated wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy; and

WHEREAS, the Board has determined that it is in the best interest of the public to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the Current class rating;

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida:

Attachment: Floodplain Ordinance Redline (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 18, Article VI, Section 18-196 Entitled "Applicability".** Chapter 18, Article VI, Section 18-196(c) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-196. Applicability.

(c) *Basis for establishing flood hazard areas*. The flood insurance study for Citrus County, Florida unincorporated areas dated ~~February 15th, 1984~~January 15, 2021 and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the offices of the Citrus County Building Division, 3600 W. Sovereign Path, Lecanto, FL 34461.

Section 3. Amending Chapter 18, Article VI, Section18-197 Entitled "Duties and Powers of the Floodplain Administrator". Chapter 18, Article VI, Section 18-197(d)(3) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-197. Duties and Powers of the Floodplain Administrator.

(d)(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination of which requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvements". ~~For proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"~~; and

Section 4. Amending Chapter 18, Article VI, Section 18-201 Entitled "Variances and Appeals". Chapter 18, Article VI, Section 18-201(e) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-201. Variances and Appeals.

(e) *Historic buildings*. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~11~~ 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

Section 5. Amending Chapter 18, Article VI, Section 18-204 Entitled "Definitions". Chapter 18, Article VI, Section 18-204 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-204. Definitions.

Accessory structure means a structure on the same parcel of property as a principal structure, the use of which is limited to parking and storage incidental to the use of the principal structure.

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Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

ASCE 24 means a standard titled flood resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

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Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before August 15th, 1984. [Also defined in FBC, B, Section 1612.2.]

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 15th, 1984.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood

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boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building including appendix G; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter ~~11~~ 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this

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determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the ~~price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction means for the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 2nd, 1975 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the~~

~~manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 2nd, 1975.~~

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.]

Recreational vehicle means a vehicle, including a park trailer, which is: [See F.S. § 320.01.)

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction means the date of permit issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the permit issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceed 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered

substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

(1) Any project for improvement of a building required to correct an existing health, sanitary, or safety code violation identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Section 6. Amending Chapter 18, Article VI, Section 18-205 Entitled "Buildings and Structures". Chapter 18, Article VI, Section 18-205 Citrus County Code of Ordinances is hereby amended to add the following:

Sec. 18-205. Buildings and structures.

(c) *Non-elevated accessory structures*. Accessory structures are permitted below elevation required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

(1) If located in special flood hazard area (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than six hundred (600) square feet and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than one hundred (100) square feet.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Section 7. Amending Chapter 18, Article VI, Section 18-208 Entitled "Manufactured Homes". Chapter 18, Article VI, Section 18-208 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-208. Manufactured homes.

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to § 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

Attachment: Floodplain Ordinance Redline (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation. ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection 18-208(e) or 18-208(f) of this article, as applicable.~~All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R3222.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

~~(e) General elevation requirement. Unless subject to the requirements of subsection 18-208(f) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

~~(f) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to subsection 18-208(e) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~

~~(2)~~(1) ~~Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

~~(g)~~(e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

~~(h)~~(f) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Section 8. Deleting Chapter 18, Article VI, Section 18-212 Entitled "Amendments to the Florida Building Code". Chapter 18, Article VI, Section 18-212 Citrus County Code of Ordinances is hereby deleted.

Section 3. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 5. Scrivener's Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by filing a corrected or re-codified copy of the same with the Clerk.

Section 6. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 7. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
RONALD E. KITCHEN, JR., Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
County Attorney

ORDINANCE NO. 2022 ____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-196 ENTITLED "APPLICABILITY"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-197 ENTITLED "DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-201 ENTITLED "VARIANCES AND APPEALS"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-204 ENTITLED "DEFINITIONS"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-205 ENTITLED "BUILDINGS AND STRUCTURES"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-208 ENTITLED "MANUFACTURED HOMES"; DELETING CHAPTER 18, ARTICLE VI, SECTION 18-212 ENTITLED "AMENDMENTS TO THE FLORIDA BUILDING CODE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, Citrus County participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 5, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for Citrus County to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus one (1) foot, which necessitates modification of the existing requirements; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Board has determined that it is appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for non-elevated wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy; and

WHEREAS, the Board has determined that it is in the best interest of the public to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the Current class rating;

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida:

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 18, Article VI, Section 18-196 Entitled "Applicability".** Chapter 18, Article VI, Section 18-196(c) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-196. Applicability.

(c) *Basis for establishing flood hazard areas*. The flood insurance study for Citrus County, Florida unincorporated areas dated January 15, 2021 and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the offices of the Citrus County Building Division, 3600 W. Sovereign Path, Lecanto, FL 34461.

Section 3. Amending Chapter 18, Article VI, Section18-197 Entitled "Duties and Powers of the Floodplain Administrator". Chapter 18, Article VI, Section 18-197(d)(3) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-197. Duties and Powers of the Floodplain Administrator.

(d)(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination of which requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvements".; and

Section 4. Amending Chapter 18, Article VI, Section 18-201 Entitled "Variances and Appeals". Chapter 18, Article VI, Section 18-201(e) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-201. Variances and Appeals.

(e) *Historic buildings*. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

Section 5. Amending Chapter 18, Article VI, Section 18-204 Entitled "Definitions". Chapter 18, Article VI, Section 18-204 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-204. Definitions.

Accessory structure means a structure on the same parcel of property as a principal structure, the use of which is limited to parking and storage incidental to the use of the principal structure.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter,

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impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

ASCE 24 means a standard titled flood resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging,

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before August 15th, 1984. [Also defined in FBC, B, Section 1612.2.]

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building including appendix G; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction means for the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 2nd, 1975 and includes any subsequent improvements to such structures.

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.]

Recreational vehicle means a vehicle, including a park trailer, which is: [See F.S. § 320.01.)

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction means the date of permit issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the permit issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceed 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

(1) Any project for improvement of a building required to correct an existing health, sanitary, or safety code violation identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Section 6. Amending Chapter 18, Article VI, Section 18-205 Entitled "Buildings and Structures". Chapter 18, Article VI, Section 18-205 Citrus County Code of Ordinances is hereby amended to add the following:

Sec. 18-205. Buildings and structures.

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

(c) *Non-elevated accessory structures*. Accessory structures are permitted below elevation required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

(1) If located in special flood hazard area (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than six hundred (600) square feet and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than one hundred (100) square feet.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Section 7. Amending Chapter 18, Article VI, Section 18-208 Entitled "Manufactured Homes". Chapter 18, Article VI, Section 18-208 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-208. Manufactured homes.

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to § 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R3222.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

(1)

(e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

(f) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Section 8. Deleting Chapter 18, Article VI, Section 18-212 Entitled "Amendments to the Florida Building Code". Chapter 18, Article VI, Section 18-212 Citrus County Code of Ordinances is hereby deleted.

Section 3. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 5. Scrivener's Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by filing a corrected or re-codified copy of the same with the Clerk.

Section 6. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 7. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
RONALD E. KITCHEN, JR., Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: Floodplain Ordinance Final (20203 : Set a Public Hearing to Amend the Flood Plain Management Ordinance)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation - Water Safety Month
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Proclamation - Water Safety Month

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize the Board to proclaim the month of May, 2022 as Water Safety Month in Citrus County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
P R O C L A M A T I O N
NATIONAL WATER SAFETY MONTH

WHEREAS, citizens of Citrus County, Florida recognize the vital role that swimming and aquatic-related activities relate to good physical and mental health and enhance the quality of life for all people; it is important to emphasize swim safety and communicate water safety rules and programs to families and individuals of all ages, including owners of private pools and users of public swimming facilities; and

WHEREAS, the citizens of Citrus County understand the essential role that education regarding the topic of Water Safety plays in preventing drowning and recreational water-related injuries; and

WHEREAS, the citizens of Citrus County recognize the ongoing efforts and commitments to educate the public on pool and water safety issues. Citrus County Parks & Rec along with the YMCA offer swimming lessons and water safety.

WHEREAS, the National Water Safety Month promotes staying safe in, on and around the water.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Citrus County, Florida, does hereby proclaim the month of May 2022 in Citrus County Florida as National Water Safety Month.

EXECUTED this 10th day of May 2022

_____
Chairman Ronald E. Kitchen Jr.

_____ _____
Ruthie Davis Schlabach **Holly L. Davis**

_____ _____
Jeff Kinnard D.C. **Scott Carnahan**

Attachment: 5-10-2022 Proc National Water Safety Month (20224 : Proclamation - Water Safety Month)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

As part of the continued effort to improve safety and expand business operations at the Crystal River Airport, the Board approved installing the VirTower System on June 22, 2021. The VirTower system automatically records aircraft take offs, landing and flight patterns around the airport. This data is extremely valuable when evaluating airport expansion and safety plans.

The Aviation Advisory Board (AAB) evaluated three systems before recommending the VirTower System for the Crystal River Airport to the Board. After several months of successful operation, the AAB is now recommending the VirTower System to be installed at the Inverness Airport.

Staff is now requesting to award the aircraft monitoring system at the Inverness Airport to Virtower, LLC at a cost of $6,000 per year.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
7201-53400	Other Contra	$6,000	$0	$0	$6,000

Aviation-Other Contractual Services
*Available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Software Service Agreement and fee schedule between Citrus County, Florida and Virtower, LLC for aircraft monitoring at the Inverness Airport.

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
ENGINEERING

3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

Telephone: (352) 527-5446 Fax: (352) 527-5476
Citrus Springs/Dunnellon area - Toll Free (352) 489-2120

TO: Linda Morse, Purchasing Manager

THRU: Brian Kauffman, PE, Engineering Director BCK

FROM: Quincy D. Wylupek, Engineering Project Manager QDW

DATE: March 28, 2022

SUBJECT: Aircraft Monitoring at the Inverness Airport - VirTower

As part of our continuing effort to improve safety and expand business operations at the Crystal River Airport, the Board of County Commissioners (BOCC) approved installing the VirTower System at their June 22, 2021, meeting. The VirTower System automatically records aircraft take offs, landings, and flight patterns around the airport. This data is extremely valuable when evaluating airport expansion and safety plans.

The Aviation Advisory Board (AAB) evaluated three similar systems before recommending the Virtower System for the Crystal River Airport to the BOCC. After several months of successful operation, the AAB is now recommending the VirTower System be installed at the Inverness Airport.

Please find attached an agreement from VirTower to install the system at the Inverness Airport for an annual cost of $6,000. Please submit this to the BOCC for approval. Please see Sharon for funding allocation.

If you need any additional information, please contact me at x5488.

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 04/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, New York 10022

CONTACT NAME:
PHONE (A/C, No, Ext): 844-357-0403 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com
PRODUCER CUSTOMER ID:

INSURED
VirTower LLC
13721 Jetport Commerce Pkwy Ste 2
Fort Myers, FL 33913

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC — BUILDING X BROAD — CONTENTS $ 500 SPECIAL EARTHQUAKE WIND FLOOD	P100.207.664.3	04/14/2022	04/14/2023	BUILDING X PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ $ $ 5,000 $ $ $ $ $ $
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	CRIME TYPE OF POLICY					$ $ $
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Analytics Software

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Lecanto, FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 02/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or b endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED VirTower LLC 13721 Jetport Commerce Pkwy Ste 2 Fort Myers, FL 33913	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	P100.207.664.3	04/14/2022	04/14/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOA Limit (per occurrence)	$ $ $ $ $ 300,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	Y	Y	P100.207.395.3	04/14/2022	04/14/2023	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Analytics Software

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Lecanto, FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Zeguro Insurance Services LLC
101A Clay Street, #280
San Francisco, CA 94111

CONTACT NAME: Abbey Gallegos
PHONE (A/C, No, Ext): (855) 980-0660 FAX (A/C, No):
E-MAIL ADDRESS: insurance@zeguro.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Steam Boiler Inspection & Insurance Co.	11452
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Virtower LLC
4110 Center Pointe Drive, 220
Fort Myers, Florida 33916

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
X	Cyber Risk Coverage			0003394169	05/28/2021	05/28/2022	Limit: $500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Issued for Evidence of Insurance.

The Certificate Holder is named as Addition Insured:

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path, Ste 266
Lecanto, Florida 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Minerva Novoa

ACORD 25 (2010/05)

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Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

Hiscox Insurance Company Inc.

AMB #: 003030 **NAIC #: 10200** **FEIN #: 986000550**

Administrative Office
520 Madison Avenue 32nd Floor
New York, New York 10022
United States

Web: www.hiscox.com
Phone: 646-452-2353
Fax: 212-922-9652
View Additional Address Information

AM Best Rating Unit: AMB #: 051951 - Hiscox Ltd
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 051951 - Hiscox Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 04, 2020
Initial Rating Date:	June 30, 1958

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 04, 2020
Initial Rating Date:	June 26, 2007

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

The Hartford Steam Boiler Inspection and Insurance Company

AMB #: 000465 **NAIC #: 11452** **FEIN #: 060384680**

Mailing Address
One State Street P.O. Box 5024
Hartford, Connecticut 06102-5024
United States

Web: www.HSB.com
Phone: 860-722-1866
Fax: 860-722-1881
View Additional Address Information

AM Best Rating Unit: AMB #: 003961 - Hartford Steam Boiler Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 085011 - Munich Reinsurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 21, 2020
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 21, 2020
Initial Rating Date:	April 06, 2005

Financial Size Category View Definition

Financial Size Category: X ($500 Million to $750 Million)

u Denotes Under Review Best's Rating

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

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Aviation Tracking and Revenue Assurance

VirTower LLC
9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
virtower.com | sales@virtower.com

VirTower Software Service Agreement

This Software Service Agreement is made effective as of March 16, 2022, by and between **Citrus County, Florida, a political subdivision of the State of Florida** (Service Recipient**)** and VirTower LLC ("VirTower") of 13721 Jetport Commerce Pkwy, Ste 2, Fort Myers, Florida 33913.

1. **DESCRIPTION OF SERVICES.** Beginning **May 2022,** VirTower will provide to Service Recipient the services described in the attached Exhibit A (collectively, the "Services").

2. **SENSOR HOSTING.** VirTower requests that the Service Recipient host one VirTower sensor and associated antennas at the client's premises (Inverness Airport) to increase the accuracy of the Services provided. The sensors would require power and internet access at the hosted location to be provided at the Service Recipient's expense. The accuracy of the software may be greatly reduced if sensors are not hosted.

3. **PROPRIETARY RIGHTS.** Service Recipient acknowledges and agrees that the software and hardware remain the property of VirTower LLC and constitute a trade secret of VirTower LLC insofar as provided by Florida Law.

4. **PAYMENT.** In consideration of the services to be performed by the Service Provider, the Service Recipient agrees to compensate the Service Provider for the services rendered via Check, Wire Transfer or Credit Card. Checks should be made payable to VirTower LLC, 9160 Forum Corporate Pkwy, Ste 350, Fort Myers, Florida 33905. Service Provider's fees for the services are specified in Exhibit B as attached.

5. **TERM.** This Agreement may be terminated by either party upon 60 days prior written notice to the other party. The term of this agreement shall be **3 Years**.

6. **CONFIDENTIALITY.** VirTower, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VirTower, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Service Recipient. This information includes actual airport operations numbers. VirTower and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement for a period of 5 years.

7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
   a. The failure to make a required payment when due.
   b. The insolvency or bankruptcy of either party.
   c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
   d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
   e. The occurrence of a default on the part of the Service Recipient of the Agreement pursuant to which Service Recipient obtained the Software.

8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if either party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. Section 14 not used.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

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Fort Myers FL 33905
+1 888 31 70 747
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16. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

17. **WAIVER OF AGREEMENT RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. **SIGNATORIES.** This Agreement shall be signed on behalf of **Citrus County, Florida a political subdivision of the state of Florida** and on behalf of VirTower by Les Goldsmith, President and effective as of the date first above written.

19. COUNTY FUNDS. The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, local, and state agencies.

20.PUBLIC RECORDS. Vendor will keep and maintain public records required by the County to obtain the commodity. Upon request from the County's custodian of public records, Vendor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Vendor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the County. Upon completion of the Agreement, Vendor will transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by County to obtain the commodity. If Vendor transfers all public records to County upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Vendor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE.

21. Indemnification. Vendor shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of, Vendor, its sub-vendors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Vendor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Vendor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

22. Insurance. During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

22.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees, or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures,

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

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9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
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whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

22.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

22.3 Cyber Liability: Coverage must be afforded in an amount not less than $25,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

22.4 Other Insurance Provisions:

22.4.1 Vendor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

22.4.2 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

22.4.3 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

22.4.4 The Vendor's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Vendor's insurance and shall be non-contributory.

22.4.5 For all policies of insurance except Cyber Liability: Vendor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the term of the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

22.4.6 The Certificate Holder should read as follows: **Citrus County, Florida**, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

22.4.7 It is the Vendor's responsibility to ensure that all sub-vendors comply with these insurance requirements. Vendors shall include all sub-vendors as insured under its policies or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all of the requirements stated herein.

22.4.8 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

22.4.9 All Certificates must show that Vendor's policies have been endorsed per the requirements.

For Service provider

DocuSigned by:
Les Goldsmith
986DAA39188044D...

Les Goldsmith
President
VirTower LLC

For Service Recipient

Citrus County, Florida
a political subdivision of the State of Florida

Ronald R. Kitchen Jr, Chairman
Board of County Commissioners

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

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Fort Myers FL 33905
+1 888 31 70 747
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Attachments

Exhibit A - VirTower as a Service Deliverables

Exhibit B – VirTower as a Service Fee Schedule

File: VT Service Agreement v1.2

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

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Exhibit A

VirTower as a Service
Deliverables

Aircraft Movements
Utilising VirTower sensors hosted by airports
1) Tracking of airborne aircraft fitted with operational ADS-B within 30 miles of airport
2) Tracking of ground-based aircraft movement on airport grounds with operational ADS-B

Geo-Fencing
GPS boundaries for airport operational areas are established with VirTower
1) Geo-Fence Airport runways for detection of landings, take-offs and approaches.
2) Geo-Fence Airport aprons and designated aircraft parking areas for tracking of aircraft occupancy.
3) Geo-Fence Airport Commercial Hangers, FBO's and T-Hangers for tracking of aircraft occupancy.

Air Operations
Recording of Aircraft Movements
1) Record each take-off, landing and missed approach procedure.
2) Monitor for Part 91, Part 135 or Part 121 operations.
3) Detail local vs iterant operations.
4) Record aircraft by type, model and n number.

Ground Operations
Based Aircraft Database
1) Create an automated based aircraft list, showing days and hours of residency at the airport.
2) Calculate accumulated parking time for visiting and based aircraft.
3) View ramp and hanger occupancy
4) View airport staff or contractors on airport grounds via installed VirTower GND app. (Available 2021)

Graphical User Interface
For visual display to airport operations personnel and terminal users
1) Airport operations screen with operations totals
2) Airport based aircraft screen displaying aircraft locations and durations
3) Airport arrivals and departures screen for terminal users
4) Event notifications on screen

Reports
Generate daily, monthly or yearly reports of all data collected including
1) Number of total operations
2) Operations by runway
3) Categories of aircraft
4) Types of operations such as part 135.
5) Self-fuel operation count
6) Aircraft operations by country

Noise Abatement Feature
1) Graphical user interface with goggle street and satellite view
2) Search window for address and associated flight data
3) Multiple flight view map
4) Selected flight view map and aircraft altitude at time
5) PDF report generation of flight and address location
6) Noise sensitive area geofencing and alerting
7) Noise curfew alerting

Note: Tracking of transponder only aircraft to be provided at no additional cost.

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Fort Myers FL 33905
+1 888 31 70 747
virtower.com | sales@virtower.com

File: VT Service Agreement v1.2

Exhibit B

VirTower as a Service
Fee Schedule

Citrus County, Florida a political subdivision of the State of Florida confirms that they will incur and pay a monthly fee of $500 for the services for a term of 36 months starting May 2022 for the Inverness Airport. Billed Annually or Monthly as desired.
Any additionally developed system functionality will be provided to **Citrus County, Florida a political subdivision of the State of Florida** at no additional cost.

Signed for

_____
Ronald E. Kitchen Jr, Chairman
Citrus County, Florida
a political subdivision of the State of Florida

Signed for Virtower LLC

DocuSigned by:
Les Goldsmith
986DAA39188044D...

_____
Les Goldsmith
President

Attachment: 5-10-22 Agenda Docs (20286 : AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	AGR 20-046 Amendment No. 1; Save Crystal River
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

On May 12, 2020, the Board approved an Agreement with Save Crystal River, Inc., to begin on June 11, 2020, and to oversee the services with the Kings Bay Restoration Project for a period of two(2) years with the option to renew for three (3) additional one (1) year periods at a cost of $315,000 annually.

Staff desires to amend the agreement to exercise the first renewal period extending the duration of the agreement to June 11, 2023.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4105-53400	Other Contra	$547,500	$0	$215,000	$332,500

Stormwater-other Contractual Services
$215,000 has been included in the encumbrances

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Save Crystal River, Inc. to oversee the maintenance for the Kings Bay Restoration Project thru June 11, 2023.

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION
3600 W. Sovereign Path, Suite 212
Lecanto, Florida 34461
Telephone: (352) 527-5477 Fax: (352) 527-5479
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

DPW-BK-M-22-04

MEMORANDUM

TO: **Linda Morse, Purchasing & Contract Manager**

THRU: **Randy Oliver, County Administrator** Charles R. Oliver 3/28/2022

FROM: **Brian C. Kauffman, P.E., Interim Public Works Director** BCK

DATE: **March 24, 2022**

RE: **Save Crystal River**

On June 10th, 2022, the initial Contract between Citrus County BOCC and Save Crystal River, Inc. (SCR) for the purpose of removing Lyngbya and Filamentous Algae from within Crystal River, Kings Bay will come to an end.

Within the current contracts, AGR 20-046, it states after the initial two (2) year period, there is the option to renew for three (3) additional one (1) year periods. Citrus County Department of Public Works recommends proceeding with the renewal of one additional year. Moving forward with the current agreement as is.

BCK/lct

Attachments: AGR 20-046 Agreement

Attachment: 5-10-22 AGR 20-046 AgendaDocs (20274 : AGR 20-046 Amendment No. 1; Save Crystal River)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GHG Insurance
1000 Riverside Ave., Suite 500
Jacksonville FL 32204

CONTACT NAME: Fields Harris
PHONE (A/C, No, Ext): 904-421-8615 **FAX (A/C, No):** 904-421-8601
E-MAIL ADDRESS: fharris@ghgins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters Insurance Compan	13037
INSURER B : Scottsdale Indemnity Company	15580
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SAVECRY-01
Save Crystal River, Inc.
P.O. Box 2258
Crystal River FL 34423

COVERAGES **CERTIFICATE NUMBER:** 1849368453 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC X OTHER: $500 BI/PD deduc	Y	Y	CSU0080503	3/7/2022	3/7/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Directors/Officers Claims Made Form 6/22/12 retro date			EKI3380003	6/22/2021	6/22/2022	Aggregate Limit Defense Outside Retention	$2,000,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured and Blanket Waiver of Subrogation endorsements applies to General Liability coverage where required by contract.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Suite 17B
Lecanto FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
R. Scott Carnes

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Attachment: 5-10-22 AGR 20-046 AgendaDocs (20274 : AGR 20-046 Amendment No. 1; Save Crystal River)

Georgette R. Brock

From: Mary R. Glancy
Sent: Wednesday, April 8, 2020 8:52 AM
To: Vicki R. Austin
Cc: Linda L. Morse; Beth E. Antrim
Subject: RE: [EXTERNAL]County Maintenance COI Save Crystal River, Inc. - Only General Liability available for Non-profit

Vicki:

Save Crystal River only needs GL. They are non-profit and don't need WC or Auto. Their subcontractor needs GL, Auto, WC and USLH needs to be included in their WC and can be added to their description of operations.

Also, the description of operations needs to be revised to show Citrus County, Florida, not Citrus County and County Commissioners.

Please be sure the subcontractors insurance requirements are added to Save Crystal River's contract.

Please give me a call should you have any questions.

Thanks!

Mary

From: Vicki R. Austin <Vicki.Austin@citrusbocc.com>
Sent: Wednesday, April 8, 2020 8:20 AM
To: Mary R. Glancy <MARY.GLANCY@citrusbocc.com>
Cc: Linda L. Morse <LINDA.MORSE@citrusbocc.com>; Beth E. Antrim <Beth.Antrim@citrusbocc.com>
Subject: FW: [EXTERNAL]County Maintenance COI Save Crystal River, Inc. - Only General Liability available for Non-profit

Mary,
We are working on a new Agreement with Save Crystal River, Inc. requiring GL Auto WC and Vessel. They are a non-profit and contract the work to Sea & Shoreline. We have the GL COI for Save Crystal River, Inc. and the COI with entire Agreement requirements from Sea & Shoreline.

Last year's Agreement we had the same requirements and the COI's were received and accepted this way, but I could not find any documentation that approved it from Risk.

I spoke to Beth asking if I need to redo the Agreement. Beth requested that Save Crystal River, Inc provide written documentation of the relationship and what they provide. (see below). And to get Risk Managements approval.

Is the COI's received acceptable with Risk Management?

Vicki
352-527-5228

SMILE it is Contagious…Catch one Today!

Attachment: 5-10-22 AGR 20-046 AgendaDocs (20274 : AGR 20-046 Amendment No. 1; Save Crystal River)

The Cincinnati Specialty Underwriters Insurance Company

BestLink **AMB #: 013843 NAIC #: 13037 FEIN #: 651316588**

Mailing Address
P.O. Box 145496
Cincinnati, Ohio 45250-5496
United States



View additional news, reports and products for this company.

Based on AM Best's analysis, 058704 - Cincinnati Financial Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	February 02, 2022
Initial Rating Date:	December 21, 2007

Scottsdale Indemnity Company

BestLink **AMB #: 001931 NAIC #: 15580 FEIN #: 311117969**

Mailing Address
One West Nationwide Boulevard FRAP Solutions
Columbus, Ohio 43215-2220
United States

Web: www.scottsdaleins.com
Phone: 480-365-4000
Fax: 866-315-1430
View Additional Address Information

AM Best Rating Unit: AMB #: 005987 - Nationwide Group

Attachment: 5-10-22 AGR 20-046 AgendaDocs (20274 : AGR 20-046 Amendment No. 1; Save Crystal River)

Amendment No. 1 to Agreement
AGR 20-046
Save Crystal River-Kings Bay Restoration Project

THIS AMENDMENT is made and entered into by and between Save Crystal River, Inc., a corporation organized under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 11,2020, County and Contractor entered into an Agreement to provide maintenance services as needed to selectively remove *Lyngbya* from the project area focusing on areas of accumulation based on regulatory permit conditions, for a term of two (2) years with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 11, 2023; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 11, 2023.
3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: 5-10-22 AGR 20-046 AgendaDocs (20274 : AGR 20-046 Amendment No. 1; Save Crystal River)

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

SAVE CRYSTAL RIVER, INC.

Signature of Witness (1)

Wayne Hess
Printed Name of Witness (1)

Signature of Witness (2)

Jeremic Smallwood
Printed Name of Witness (2)

BY: _____
STEVE LAMB, VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of APRIL, 2022, by STEVE LAMB as SAVE CRYSTAL RIVER INC who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 5th day of APRIL, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: FRANK HALE
Commission No.: HH211192
Expiration Date: 4-23-26

SEAL

FRANK HALE
MY COMMISSION # HH 211192
EXPIRES: April 23, 2026

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 5-10-22 AGR 20-046 AgendaDocs (20274 : AGR 20-046 Amendment No. 1; Save Crystal River)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment Florida
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Staff requests approval to piggyback and purchase of an Articulated Off Road Dump Truck from Alta Equipment Company from the Florida Sheriff's Association Bid FSA20-EQU 18.0 at a cost of $371,000.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5213-56400	Machinery &	$630,840	$0	$23,592	$607,248

Solid Waste-Machinery & Equipment
*available balance prior to award

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Buy-Back Agreement between Citrus County, Florida and Alta Construction Equipment Florida.

b. Approve and Authorize the Chairman to execute the Total Maintenance & Repair Agreement between Citrus County, Florida and Alta Construction Equipment Florida.

ALTA EQUIPMENT COMPANY

Quote to Citrus County for a Volvo A25G Articulated Off Road Truck
Pricing from FL Sheriffs Assoc. Bid Item #38 Articulated Off Road Dump Truck
Bid Award Announcement (FSA20-EQU18.0)

				FSA Bid Selling Price
Standard FSA Base Price	A25G	Volvo A25G Articulated Truck	FSA Base Price	$371,000
Standard FSA Base Price	AH82001	Standard Body	In Base	
Standard FSA Base Price	AH20015	26.5R25 XADN Michelin193B E3 (6 tires)	In Base	
Standard FSA Base Price	AH21004	6-Rims (5 Piece) for 26.5 Tires	In Base	
Standard FSA Base Price	AH22002	Front Fender Widener	In Base	
Standard FSA Base Price	AH23003	Rear Mudflaps	In Base	
Standard FSA Base Price	AH30017	D13J Volvo Engine Tier 4 Final	In Base	
Standard FSA Base Price	AH31006	Delayed Engine Stop	In Base	
Standard FSA Base Price	AH31012	Engine Idle Shutdown	In Base	
Standard FSA Base Price	AH41008	Air Conditioning	In Base	
Standard FSA Base Price	AH41018	Armrest	In Base	
Standard FSA Base Price	AH41023	ACC Control Panel	In Base	
Standard FSA Base Price	AH41025	Radio Kit	In Base	
Standard FSA Base Price	AH41031	Reatarder Pedal	In Base	
Standard FSA Base Price	AH41032	Radio with Bluetooth	In Base	
Standard FSA Base Price	AH42003	Heavy Duty Air Suspension Seat	In Base	
Standard FSA Base Price	AH50002	Back Up Alarm	In Base	
Standard FSA Base Price	AH50003	Rear View Camera w/ LCD Color Monitor	In Base	
Standard FSA Base Price	AH51012	Rotating Beacon	In Base	
Standard FSA Base Price	AH51013	External Seat Belt Indicator	In Base	
Standard FSA Base Price	AH71002	Electrical Hood Opening	In Base	
Standard FSA Base Price	AH81013	CareTrack GSM Satellite System	In Base	
Standard FSA Base Price	AH81026	3 Year Subscription to CareTrack Satellite System	In Base	
Remove Contract Option	AH83004	Overhung Tailgate	$18,496	-$12,578
Trade In	Trade In	2012 Volvo A25F #73424		-$72,500
Warranty	Warranty	5 Year/5000 Hour Premier Warranty with TT&M		$26,500
Volvo	Volvo	Volvo Municipal Multi Unit Discount		-$6,000
			Total FSA Selling Price for Volvo A25G	$306,422

Note: FSA Selling Price for additional options not listed is 32% discount from the manufacturers list price.

Quote Prepared by: Kevin T. Gray- Alta Construction Equipment Florida Governmental Sales Manager February 22, 2022

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Weal
Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248)519-1429 FAX (A/C, No): (248)519-1401 E-MAIL ADDRESS: lweal@ghbh.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Alta Equipment Group, Inc., Alta Enterprises LLC Alta Construction Equipment Florida, LLC 13211 Merriman Road Livonia MI 48150	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: Travelers Prop Casualty Co of America	25674
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: Federal Insurance Co.	20281
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master FL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liabiilty X XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC OTHER:	X	Y	GLSA-9P530178	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	CAP-9P53018A BAP-9P530191	4/1/2022 4/1/2022	4/1/2023 4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B D	X UMBRELLA LIAB X OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	Y	CUP-4T161936 9365-0224	4/1/2022 4/1/2022	4/1/2023 4/1/2023	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-1T476990 UB-1T476001	4/1/2022 4/1/2022	4/1/2023 4/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			QT-630-2S673685	4/1/2022	4/1/2023	Leased/Rented	$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Citrus County, Florida, a political subdivision of the State of Florida, its officials, and employees are Additional insured for General Liability, Automobile Liability and Umbrella Liability on a primary and non-contributory basis when required by written contract. Waiver of Subrogation applies in favor of the Additional Insureds for General Liability, Automobile Liability, Workers' Compensation and Umbrella Liability when required by written contract; unless prohibited by specific state law. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of Citrus County, Florida when required by written contract.

CERTIFICATE HOLDER

Citrus County, Florida
a political subdivision of
the State of Florida
3600 W. Sovereign Path
Lecanto, FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard McGregor/WEAL

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Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

The Charter Oak Fire Insurance Company

BestLink **AMB #: 002516 NAIC #: 25615 FEIN #: 060291290**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	June 30, 1936

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

Travelers Property Casualty Company of America

BestLink **AMB #: 004461 NAIC #: 25674 FEIN #: 362719165**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

The Travelers Indemnity Company

BestLink **AMB #: 002520 NAIC #: 25658 FEIN #: 060566050**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

Federal Insurance Company

BestLink **AMB #: 002084 NAIC #: 20281 FEIN #: 131963496**

Administrative Office
202B Hall's Mill Road
Whitehouse Station, New Jersey 08889
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	March 17, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

ALTA EQUIPMENT COMPANY

Volvo Construction Equipment Buyback Agreement
(Alta Construction Equipment Florida/Citrus County BOCC)

Customer Name: Citrus County BOCC
Address: 230 W. Gulf To Lake Highway Lecanto, FL 34461

Dear Citrus County BOCC:

This Agreement addresses the buyback option on one Volvo A25G Articulated Haul Truck.

Alta Construction Equipment Florida agrees to a guaranteed buyback of one: Volvo A25G Articulated Haul Truck SN#752451 subject to the following conditions:

1. Customer may exercise a 5 year buyback from the date of delivery of these machines.

2. Customer must give Alta Construction Equipment Florida 30 calendar days written notice of intent to exercise its rights under this Buyback Agreement.

3. The buyback amount in year 5 will be $142,500 and the machines must not have in excess of 5,000 hours (per machine) on the hour meter. Excess hours will be charged at $50.00 per hour.

4. Customer, at its cost, must have annual Customer Maintenance Inspections (CMI's) performed on the machines by Alta Construction Equipment Florida in accordance with the Customized Maintenance Inspection Program. This requirement will be waived so long as a Total Maintenance & Repair (TM&R) Contract is in effect.

5. Oil samples must be taken and submitted on a regular basis (the costs of which shall be paid by customer). This requirement will be waived so long as a Total Maintenance & Repair (TM&R) Contract is in effect.

6. The machines will be returned FOB Alta Construction Equipment Florida 8418 Palm River Road Tampa, FL 33619 on the date of exercise of this Buyback Agreement, cleaned and in good operating condition (fully functional), less normal wear and tear. This requirement will be waived if replacement machines are purchased from Alta Construction Equipment Florida at the conclusion of the buy back period. While in customer possession, the machines shall be serviced per Volvo maintenance specifications. The machines must include all original Volvo original parts components, except tires. All tires shall be of the same original size, type and manufacturer (or similar quality as manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Customer. On each item of Equipment, the tires shall have no missing or damaged parts, gouges, or section repairs. All tires shall have a minimum of fifty percent (50%) remaining wear using standard measurement practices.

7. Customer shall be responsible for the cost of any necessary repairs to put the machines in good operating condition (fully functional and incompliance with all regulations). At its option, Alta Construction Equipment Florida may inspect the machines after receipt of the thirty-day notice of exercise of the buyback. Customer agrees to cooperate in such inspection, including making service records available. Customer agrees to pay the estimated cost of repairs determined to be necessary by said inspection, at the time of exercise of this Buyback Agreement.

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

8. At the time of exercise of its rights hereunder, customer shall provide Alta Construction Equipment Florida with a bill of sale certifying the machines to be free and clear of all liens and encumbrances and shall execute such other documents as Alta Construction Equipment Florida and/or Volvo may reasonably request.

AGREED AND ACCEPTED this _____ day of _____ .

Dealer: Alta Construction Equipment Florida

By: James T. Ball

Title: Vice President

Customer: _____

By: _____

Title: _____

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

ALTA EQUIPMENT COMPANY

8418 Palm River Road
Tampa, FL 33619
(813)630-0077

Customer Support Agreement

Total Maintenance and Repair (TM&R) Agreement

Citrus County, Florida ("Customer")
110 N. Apopka Ave
Inverness, FL 34450

A. Equipment Covered and Charges:

2022 Volvo A25G S/N# 752451

1. $9.00 Per Hour/ 5000 Total Hours
2. Starting Hours 5
3. Ending Hours 5005
4. Start Date 7/1/2022
5. End Date 7/1/2027

B. Terms of Agreement:

1. 60 Months/ 5000 Hour Limit, or whichever occurs first.
2. This agreement commences upon delivery date of the above equipment or the finding date to Alta Construction Equipment Florida on leased machines.

*****Standard Exclusions: Lights, Glass, Wheels, Radio, top Off Fluids, Overtime and Transport of Machine to Shop for Repairs.*****

C. Maintenance Payments:

1. Monthly payments:
   i. Customer agrees to pay Alta Construction Equipment Florida at the address shown above, the aggregate monthly charge as listed in Section A, on the tenth calendar day of each month during the tenure of this agreements, plus all applicable overtime charges outstanding, as specified on Dealer's invoices.
   ii. In the event any engine hour meter fails to function properly, thereby making the meter reading unavailable or unreliable, then the hours of use for such month shall be deemed to be the average of the monthly usage of that unit of equipment for the preceding two months.

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

iii. In the event the allowed hours expire before the allotted time the customer will be responsible for the remaining months due (if paying flat monthly rate).

2. Late Payment Charges: If the payment required under the agreements, or any portion thereof, remains due and payable for a period of 30 days or longer, such payment or portion thereof shall be subject to a finance fee of 1-1 1/2 % per month; calculated on such amount from the date on which it became due and payable as provided hereunder until actually paid. This late payment charge is equal to an ANNUAL PERCENTAGE RATE of 18 percent.

D. Operation and Care of Equipment:

Customer hereby agrees to: (1) operate the equipment only at the location designated herein above, (2) exercise reasonable care in the operation, maintenance, and storage of the equipment, (3) operate the equipment only within its rated capacity, and solely in the conduct of customer's business, (4) permit the equipment to be operated only by customer's employees trained in operation, and (5) reimburse dealer for any and all repairs, replacement, or other expenses resulting from customer's failure to comply with the foregoing provisions or from accidents, abuse, overload, negligence, weather damage, vandalism, acts of God, or from customer's failure to perform its obligations with respect to the equipment set forth in Section F hereof.

E. Dealer's Obligations:

1. Perform all routine and emergency repair service as required to maintain the equipment in good operating condition.
2. All repairs, other than tire and wheel replacement, ground engaging tools, radio, lights and glass items are the responsibility of Alta Construction Equipment Florida except as excluded by Section D, Item 5.
3. Perform major repair and overhauls, as required.
4. Furnish all labor and parts needed for 500-hour intervals and above as per owner's manual except for fuels, make-up oils, and routine greasing.
5. Provide, at no charge to customer, travel time and mileage required to perform repairs at customer's job sites except charges that customer is required to pay or reimburse dealer as provided in Section D hereof.
6. Alta Construction Equipment Florida will perform all repair and normal maintenance between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday, holidays excepted. Alta Construction Equipment Florida will perform maintenance and repairs outside of those hours as requested by the customer at the rate equal to our published overtime rate, less the published standard hourly rate.
7. Dealer will perform routine repair service on a unit when hour meter reading so indicates service interval.
8. Dealer will supply on request, proof of insurance coverage as per customer specifications.
9. Alta Construction Equipment Florida will give customer a minimum of two (2) weeks advance notice of planned repairs or overhauls which will require a unit to be out of service during normal operating hours.

F. **Customers Obligations:**

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

1. Provide, at no charge to Dealer, an adequate area on customer's premises to permit maintenance and service work to be performed in a safe and reasonably protected, ventilated, and lighted environment.
2. Required daily and weekly inspections and maintenance to be performed and recorded on each unit of equipment, to make such reports available to the dealer upon request. To require that customer's supervisor who is responsible for the equipment to be notified promptly of any item requiring action or repair and to notify dealer promptly of such needed repairs, replacements, or adjustments. Daily and weekly inspections will be conducted as specified by checklists provided by Flagler Construction Equipment.
3. Transportation of the equipment to and from Flagler Construction Equipment for necessary repairs that cannot be completed in the field.
4. Make each unit of the equipment available promptly for dealer's employees to perform scheduled "Planned Maintenance Service" or other necessary repairs. In addition to all other payments required hereunder, customer agrees to pay dealer for the waiting time or wasted trip of dealer's employees which results from customer's failure to have a unit of equipment available within 30 minutes after requested by dealer's employees.
5. Instruct and supervise operators of the equipment so as to prevent (a) violation of the instruction and good operating procedures as set forth in the Operator's Manual, (b) continued operation of a unit of equipment that is in obvious need of repair and where such continued use may increase or accelerate the necessary repairs, and (c) use of a unit which develops or has an unsafe condition.
6. Furnish all make-up oils for the equipment.
7. Acquire and install, at customers' expense, all replacement tires and wheels.
8. Customer is responsible for lights, glass, radio, and ground engaging tools. Also, any attachments not listed on the coverage page (Section A), excluding base machine.

G. **Excuse from Performance:**

Customer hereby agrees that dealer shall have no obligations to repair or otherwise maintain any unit of equipment if such repair or maintenance is prevented or substantially hindered by fire, floods, explosions, strikes or other labor disputes, war or civil insurrections, accidents, acts of God, government regulations, delays in transportation, or due to any causes which is beyond the dealers control.

H. **Default:**

1. The occurrence of any one or more of the following events shall constitute default by customer under this agreement. (a) Failure of customer to perform any obligation of the customer set forth in this agreement, which failure shall not have been cured in full within 10 days after dealer gives written notice thereof to customer by Certified Mail. (b) Customer knowingly or willfully tampers with an engine hour meter on the equipment without dealer's prior consent in an attempt to mislead dealer as to the actual number of hours run. (c) Customer's making or permitting any unauthorized use, assignment, or transfer of a unit of the equipment. (d) The institution by or against customer of any proceedings under any bankruptcy reorganization, or other insolvency laws. (e) The cessation by Customer of its normal business operations.

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

2. The occurrence of any one or more of the following events shall constitute default by dealer under this agreement. (a) Failure of dealer to perform any obligations of dealer set forth in this agreement, which failure shall not have been cured in full within 10 days after customer gives written notice thereof to dealer by Certified Mail. (b) The institution by or against dealer of any proceedings under bankruptcy, reorganization, or other insolvency laws. (c) The cessation by dealer of its normal business operations.

I. **Termination and Remedies:**

1. Upon the occurrence of an event of default by Customer under this agreement, dealer may immediately terminate this agreement (in writing, by Certified Mail) and dealer shall have no further duties or obligations hereunder. Dealer shall, nevertheless, be entitled to retain all prior maintenance payments or any deposits made hereunder. Dealer shall further be entitled to recover from customer any and all amounts and payments which, under the terms of the agreement, may then be due and payable for service hours used by Customer through the date of termination. All rights and remedies granted dealer herein shall be cumulative with all other rights and remedies available to dealer under law.
2. Upon the occurrence of an event of default by dealer under this agreement, customer may immediately terminate this agreement (in writing, by Certified Mail) and customer shall have no further duties or obligation hereunder. All rights and remedies granted customer herein shall be cumulative with all other rights and remedies available to customer under law.

J. **Repair Warranty:**

1. Dealer warrants that all repair work performed by its service personnel will be free of defects in workmanship under normal use and service for a period of 90 days provided. However, the foregoing warranty shall not be applicable (a) where the customer or any other party has mishandled, misused, or failed to properly store, maintain, or operate the equipment, or (b) where the equipment has been serviced, repaired, maintained, or modified by any person or party other than the dealer except for the performance by customer of its obligations under Section F of this agreements.
2. Dealer's liability arising from any claims of breach of the above warranty or similar claim shall be limited solely to repair or replacement of any parts of the equipment, which shall, within the 90 days period specified above, be identified to dealer and which an inspection shall disclose to dealer's satisfaction to have been defective in normal use and service. Dealer's liability for all labor costs in connection with the repair or replacement of parts shall be based solely on rates applicable during normal working hours.

K. **County Funds:**

The Customer's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Alta Construction Equipment Florida may not expend any County funds for the purpose of lobbying the legislature, local, and state agencies.

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

L. Public Records:

Alta Construction Equipment Florida will keep and maintain public records as required by the Customer. Upon request from the Customer's custodian of public records, Alta Construction Equipment Florida will provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Alta Construction Equipment Florida will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Alta Construction Equipment Florida does not transfer the records to the Customer. Upon completion of the Agreement, Alta Construction Equipment Florida will transfer, at no cost, to the Customer all public records in possession of the Alta Construction Equipment Florida or keep and maintain public records required by Customer to obtain the commodity. If Alta Construction Equipment Florida transfers all public records to Customer upon completion of the Agreement, Alta Construction Equipment Florida shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Alta Construction Equipment Florida keeps and maintains public records upon completion of the Agreement, Alta Construction Equipment Florida shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology system of the Customer. If Alta Construction Equipment Florida does not comply with the Customer's request for public records, the Customer shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF ALTA CONSTRUCTION EQUIPMENT FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: NANCY.KINCH@CITRUSBOCC.COM;

M. Insurance:

1. During the term of the Agreement, Alta Construction Equipment Florida, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Alta Construction Equipment Florida. Alta Construction Equipment Florida shall provide Customer a certificate(s) of insurance, evidencing such coverage.
2. Minimum Insurance Requirements: Alta Construction Equipment Florida shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The coverages, limits or endorsements required herein protect the primary interests of Customer, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or

determining appropriate types and limits of coverage to protect Alta Construction Equipment Florida against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as Customer's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Alta Construction Equipment Florida under this contract.

3. Commercial General Liability: Alta Construction Equipment Florida must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.
4. Other Insurance Provisions:

    i. Alta Construction Equipment Florida shall provide a Certificate of Insurance to Customer with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
    ii. All required insurance policies must be maintained until Alta Construction Equipment Florida's work under this Agreement has been accepted by Customer.
    iii. Citrus County, Florida, a political subdivision of the State of Florida, its officials, and employees, are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the Customer, its officials, employees, or volunteers.
    iv. The Alta Construction Equipment Florida's insurance coverage shall be primary insurance as respects the Customer, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Customer, its officials, employees, or volunteers shall be excess of Alta Construction Equipment Florida's insurance and shall be non-contributory.

5. . The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

6. It is the Alta Construction Equipment Florida's responsibility to ensure that all sub-vendors comply with these insurance requirements. Alta Construction Equipment Florida shall include all sub-vendors as insured under its policies or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all of the requirements stated herein.

7. All Certificates must show that Alta Construction Equipment Florida's policies have been endorsed per the requirements.

N. <u>Miscellaneous</u>

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

1. Any notice given by customer or dealer shall be deemed sufficiently given if delivered in person, or if mailed to the other party and the address herein above set forth, or other by United States Registered or Certified Mail.
2. No waiver of any provision of this agreement by dealer shall constitute a waiver of any other provision (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided by dealer in writing. No delay or omission by dealer to exercise any right, power or remedy under this agreement, or otherwise available to it, shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof.
3. This agreement, and the Exhibits attached hereto, contain the entire agreement between dealer and customer with regard to the subject matter hereof; and no representations, inducements, promises, or agreements between dealer and customer not embodied herein shall be of any force of or effect. No changes may be made in this agreement which shall be binding upon the parties unless approved in writing by the parties.
4. In case one or more provision in this agreement shall be deemed invalid, illegal, or unforeseeable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall in no way be affected or impaired thereby. Time is of the essence under this agreement. This agreement shall be governed in all respects by the laws of Florida. This agreement shall be binding upon, and shall inure to the benefit of dealer and customer and their respective successors and assigns.
5. Either party upon 30-day notice may terminate this agreement in accordance with Section B-3 (Terms of this agreement).

Executed by the fully authorized representative of Citrus County, Florida.

On this _____day of _____, 2022

Name (signed):_____

Name (printed):_____ Title:_____

Accepted by:_____ On behalf of Alta Construction Equipment Florida

Attachment: PB 22-078 Agenda Docs (20287 : PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Budget transfers increase the original budget for an expenditure account through a decrease in another expenditure account. These accounts must be within the same fund.

Extension Services - Allocate funds for purchase of office chair and for promotional supplies for in-person events.

Housing (5)- Allocate funds to be in the proper account to be in compliance with the State of Florida, Uniform Chart of Accounts.

CARES Act - Allocate funds reversing duplicate transfer for professional services.

Circuit Court - Allocate funds to cover hardware purchases, unanticipated increase in software costs and internet services to help facilitate remote hearings at the jail.

Facilities - Allocate funds to replace contaminated diesel fuel for the emergency shelter generator at Forest Ridge Elementary.

Utilities - Allocate funds for the increase of Topeka line extensions and additional projects.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

As detailed on every budget transfer form attached.

RECOMMENDED ACTION:

Approve budget transfers for Extension, Housing (5), CARES Act, Circuit Court, Facilities and Utilities for fiscal year 2021-22.

Citrus County Board of County Commissioners
Budget Transfer Form

April 6, 2022	001	General Fund
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Community Services/Extension Service

Department Number	Account Number	From Amount	To Amount	Account Title
6302	55100	218		Office Supplies
6302	55120		218	Office/Non-Cap Equipment
6302	55210	1,000		Misc Supplies
6302	54000	800		Travel
6302	54800		1,800	Promotional Supplies

Detailed Reason for Transfer:

Reallocate funds for purchase of office chair per OMB; increase funding for promotion logo items for in-person events

Division Approval: [signature] Date: 4.6.2022

Department/Office Approval: [signature] Date: 4/8/2022

Management & Budget Approval: [signature] Date: 4-11-2022

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 10, 2022	167W	LIHEAP
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5373W	55500	683		TRAINING
5373W	54000		683	TRAVEL & PER DIEM

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Michelle Alford Date: 4/7/2022

Department/Office Approval: Marissa Rodriguez Date: 4/7/2022

Management & Budget Approval: cpsott Date: 4-19-2022

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 10, 2022	133V	SHIP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304V	54201	12		POSTAGE
5304V	54603	141		VEHICLE MAINTENANCE
5304V	54676	182		COPIER MAINTENANCE
5304V	55100	68		OFFICE SUPPLIES
5304V	55208		403	FUEL & LUBES

Detailed Reason for Transfer:

Reallocate admin to line item overages and better use of admin charges.

Division Approval: Michelle Alford Date: 4/6/2022

Department/Office Approval: Mariselle Rodriguez Date: 4/7/2022

Management & Budget Approval: cpratt Date: 4-11-22

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 10, 2022	166Z	HUD / SECTION 8
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5366Z	54000	357		TRAVEL & PER DIEM
5366Z	55270		357	COMPUTER ACCESSORIES

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Michelle Alford Date: 4/6/2022

Department/Office Approval: Maricela Rodriguez Date: 4/7/2022

Management & Budget Approval: cpeett Date: 4/7.2022

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 10, 2022	167U	LIHEAP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5373U	54615	700		SOFTWARE MAINT/SUPPORT
5373U	55100	500		OFFICE SUPPLIES
5373U	54603		500	VEHICLE MAINTENANCE
5373UOT	52400		700	WORKERS' COMPENSATION

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Michelle Alford Date: 4/6/2022

Department/Office Approval: M. Rodriguez Date: 4/7/2022

Management & Budget Approval: cpscott Date: 4-11-22

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 10, 2022	167U	LIHEAP
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5373U	54000	676		TRAVEL & PER DIEM
5373UOT	51200	18,108		REGULAR SALARIES & WAGES
5373U	54923		18,784	ENERGY ASSISTANCE - CRISIS

Detailed Reason for Transfer:

Reallocate Admin Costs to better serve the community with Crisis Home Energy Assistance

Division Approval: Merielle Alford Date: 4/14/2022

Department/Office Approval: Monica Reed Date: 4/18/2022

Management & Budget Approval: cpcott Date: 4.21.2022

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 20, 2022	002H	CARES Act Funding
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: CARES Act Funding

Department Number	Account Number	From Amount	To Amount	Account Title
2100H	61000		194,210	Reserve Budget Fund Balance
2100H	53100	194,210		Professional Services

Detailed Reason for Transfer:

The budget transfer reverses the duplicate budget transfer which allocated funds for professional services to develop Comprehensive Plan Amendment and Land Development Code updates for the County Road 486 Interchange Management Area.

Division Approval: *Prepared by Management & Budget* Date: 04/20/202

Department/Office Approval: *Prepared by Management & Budget* Date: 04/20/202

Management & Budget Approval: cpcote Date: 4·21·20

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 13, 2022 — **Date**

093 — **Fund Number**

Article V Technology — **Fund Title**

Dept/Office/Division: Circuit Court

Department Number	Account Number	From Amount	To Amount	Account Title
5703-605	56400	30,000		Machinery & Equipment
5703-605	55270		30,000	Computer Accessories
5703-605	56400	14,000		Machinery & Equipment
5703-605	54615		14,000	Software Maint / Support
5703-605	56400	3,500		Machinery & Equipment
5703-605	54100		3,500	Communication Services
5703-605	55100	8,000		Office Supplies
5703-605	55270		8,000	Computer Accessories

Detailed Reason for Transfer:

These transfers are necessary to cover planned hardware purchases, cover unanticipated increases in software costs ad lengthening device lifecycles by extending warranties on existing hardware, to cover unplanned costs for Internet Service at the jail to help facilitate remote hearings. Operating Supplies that include computers, monitors, and other accessories that were mistakenly mapped to Office Supply Account when preparing the original budget.

Division Approval: Date:

Department/Office Approval: Kathy Rector Date: April 14, 20

Management & Budget Approval: cpcott Date: 4-21-20

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 5, 2022	001	General Fund
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Facilities Management

Department Number	Account Number	From Amount	To Amount	Account Title
9999	60050	10,000		General Fund Reserve for Contingency
2670	55208		10,000	Fuels and Lubes

Detailed Reason for Transfer:

During an inspection of the Forest Ridge Elementary School emergency shelter generator, it was determined that the existing diesel fuel is contaminated beyond cleaning and needed to be replaced.

Division Approval: Date: 04/05/22

Department/Office Approval: Date: 4/20/22

Management & Budget Approval: Date: 4.21.22

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 21, 2022	450	Operating
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	54300	200,000		Utility Services
9000	56307		200,000	Topeka Line Extensions

Detailed Reason for Transfer:

Topeka line extension requests have significantly increased this year due to area growth. Current Topeka line extension expenses have almost been expended. This transfer is needed to cover additional projects.

Division Approval: Gary Loggins Date: 04-21-22

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2022.04.21 08:28:43 -04'00' Date:

Management & Budget Approval: Yscott Date: 4-21-20

Board Approval:

Attachment: BT051022 (20291 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Section 129.06(d), Florida Statutes provides that the Board may amend its budget by resolution to appropriate and expend funds from a source not anticipated in the Board's regular budget. Grants, donations, reimbursement for damages, or any other additional source of revenues are not included in the original budget.

Amend - State Housing Initiative Partnership (SHIP) and Low Income Home Energy Assistance Program (LIHEAP) grant budgets.

Adopt - State Aid to Libraries grant budget.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution amending/adopting State Housing Initiative Partnership, Low Income Energy Assistance Program and State Aid to Libraries grant budgets for fiscal year 2021-22.

RESOLUTION NO. 2022-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, ADOPTING / AMENDING THE FISCAL YEAR 2021-22 BUDGET

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2021-2022 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Citrus County desires to amend fiscal year 2021-2022 budget, as more specifically set forth in Exhibit ”A” attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida as follows:

- The Board does hereby amend its budget to include the estimated revenues and expenditures listed in Exhibit “A” attached hereto and made a part hereof by reference.

- The Clerk of the Board is hereby directed to spread this resolution upon the minutes of the meeting held this date.

ADOPTED**,** in regular session this 10th day of May 2022, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 05-10-22res (20292 : Budget Resolution)

Department of Management & Budget
3600 W. Sovereign Path – Suite 266, Lecanto, FL 34461
(352) 527-5207 – FAX (352) 527-5219

MEMORANDUM

TO: Members of the Board of County Commissioners

FROM: Colleen Scott, Director
Department of Management and Budget

DATE: May 10, 2022

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend State Housing Initiative Partnership (SHIP) grant budget recording income and interest funds to be appropriated into the proper accounts to coincide with actual grant expenditures.

2. Amend the Low-Income Home Energy Assistance Program (LIHEAP) grant budget recording additional funds to benefit low-income residents of the county.

3. Adopt State Aid to Libraries grant budget providing funds for books and publications as approved by the Board of County Commissioners on September 28, 2021.

Attachment: 05-10-22res (20292 : Budget Resolution)

Exhibit A

133Y SHIP

Amendment #		Account Number	Account Description	Amount
1	Revenues	133Y-337550	SHIP RECYCLED/PROG INCOME	$27,083
1		133Y-361200	MONEY MKT & LGIP INTEREST	$212
			Total Revenues	$27,295
1	Expenditures	133Y-5304Y-53400	OTHER CONTRACTUAL SERV	$25,931
		133Y-5304Y-55270	COMPUTER ACCESSORIES	$1,364
			Total Expenditures	$27,295

167V LIHEAP

Amendment #		Account Number	Account Description	Amount
2	Revenues	167V-331590	FED GRANT-OTHER ECON ENV	$322,658
			Total Revenues	$322,658
2	Expenditures	167V-5373V-51200	REGULAR SALARIES & WAGES	$18,375
		167V-5373V-52100	FICA TAXES	$3,795
		167V-5373V-52200	RETIREMENT CONTRIBUTIONS	$2,790
		167V-5373V-52300	LIFE & HEALTH INSURANCE	$3,055
		167V-5373V-52400	WORKERS' COMPENSATION	$2,485
		167V-5373V-54603	VEHICLE MAINTENANCE	$600
		167V-5373V-54676	COPIER MAINT (GRANTS)	$500
		167V-5373V-54923	ENERGY ASSISTANCE-CRISIS	$250,437
		167V-5373V-55100	OFFICE SUPPLIES	$500
		167V-5373V-55208	FUEL & LUBES	$600
		167V-5373VOT-51200	REGULAR SALARIES & WAGES	$25,575
		167V-5373VOT-52100	FICA TAXES	$4,385
		167V-5373VOT-52200	RETIREMENT CONTRIBUTIONS	$3,507
		167V-5373VOT-52300	LIFE & HEALTH INSURANCE	$2,489
		167V-5373VOT-52400	WORKERS' COMPENSATION	$3,565
			Total Expenditures	$322,658

131I STATE AID TO LIBRARIES

Amendment #		Account Number	Account Description	Amount
3	Revenues	131I-334710	AID TO LIBRARIES	$59,792
			Total Revenues	$59,792
3	Expenditures	131I-6212I-56600	LIBRARY BOOKS-PUBLICATION	$59,792
			Total Expenditures	$59,792

Attachment: 05-10-22res (20292 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	American Rescue Plan Projects
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Staff is proposing changes to the American Rescue Plan Act (ARPA) project list to address budget issues that have arisen due to escalating project costs and project scope changes. In particular, the final engineer's estimate for the utility portion of the CR 491 Next Phase roadway project is significantly above the budgeted amount. The revised list shifts some of the Capital Improvement Projects that were to be funded from utility operating revenues to ARPA funding, so that utility operating funds can be used for the CR 491 project. In addition, during the engineering design process for the Cambridge Greens project, it was determined that the capacity of the wastewater forcemain along Annapolis Avenue needed to be increased to accommodate the additional flows from that project, so a project to alleviate that issue has been added. As the CIP projects are shifted into the ARPA funded list, some of the projects previously on the ARPA funded list had to be removed. A summary of the changes follows:

Removed or reduced

Holder Industrial Park Wastewater Extension - Removed from ARPA list $1,750,000

Citrus Springs WTP-01 - Removed From ARPA list $5,370,000

Added

Meadowcrest WWTF Process Modification Increased from $1,500,000 to $2,646,000

AMI Implementation - Added to ARPA list $810,000

Brentwood WWTP Upgrades - $3,114,000

Annapolis FM Upgrade - $300,00

reg

Staff recommends approval of the revised ARPA project funding list.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2100J-56300	ARPA Grant	18,924,000	0	0	18,924,000

** No increase to budget, adjustment of projects within existing funding allocation

RECOMMENDED ACTION:

Approve the revised ARPA funding list and authorize staff to revise the CIP accordingly.

Potential Water and Wastewater Projects for American Rescue Plan Act Funding

Priority	Project	Description	Project Type	Cost
1	Cardinal Force Main Extension	Extend the force main from Lima Avenue to the Suncoast Parkway connection for advanced treatment at the SWRWRF. **Engineering design construct approved 4/27/2021.**	Wastwater Expansion	$2,000,000
2	Independence to Lakeside WM Extension	Water main extension to provide for looping, water quality, and system reliablility. **Engineering design contract approved 4/27/2021.**	Water Main Extension	$1,500,000
3	Bicentennial Park Sewer Project	Expansion of Sewer to serve Bicentennial Park. Engineering design contract approved 1/4/22.	Wastewater-Expansion	$500,000
4	CR-480 FM	12" force main from the Parkway to the SWRWRF - required to connect the Suncoast Parkway FM to Southwest Regional Water Reclamation Facility. Engineering design contract approved 1/4/22.	Wastewater-Expansion	$450,000
5	NW Quadrant Watermain Extension	10" and 8" water mains to provide water service to the properties along US 19 north of Crystal River from the existing 18" water main on N. Williams Ave., along N. William Ave. and W. Ashburn Lane to Us 19, then north along US 19 to Powerline Road.	Water Main Extension	$4,264,000
6	Meadowcrest WWTF Process Modification	Project is to modify the existing treatment process for the 2 million gallon per day MCWWTP to comply with the more stringent nitrogen removal requirements being set forth by the Florida Department of Environmental Protection (FDEP). The FDEP requirements dictate higher levels of nitrogen removal than the plant is designed for currently. Modifications to the treatment process at the plant will be required to meet the nitrogen requirement of 3 mg/l. **Partial DEP grant funding is in process.**	Wastewater Plant Modification	$2,646,000
7	Homosassa Phase V	Construct a municipal sanitary sewer system located in the west downtown area of Old Homosassa located within near proximity of the headsprings of Homosassa. This will allow for the connection of up to approximately 115 connections, with existing septic tanks along the Homosassa River, to Citrus County's wastewater system, where flows will be routed to the SWRWRF for advanced treatment. **(Additional DEP grant funding & Assessments to cover remainder)**	Wastewater - Septic to Sewer	$3,072,000
8	Septic to Sewer Assessment Adjustments	Supplement / buy down assessments for septic to sewer projects.	Wastewater - Septic to Sewer	$268,000

Attachment: Copy of 2022-04-20 ARPA Adjusted_ (20256 : American Rescue Plan Projects)

9	AMI Implementation	**Moved from Operating (CR 491 Overrun)** Project is continuation of the AMI implementation to replace old manually read meters with smart water meters to provide detailed electronic water flow data. This project impacts existing and future water customers throughout the service area, providing early leak detection for customers and the utility.	Water System	$810,000
10	Brentwood Upgrades	**Moved from Operating (CR 491 Overrun)** Existing CIP U2018-15 Project - Currently has grant funding and match set aside, although construction costs are running higher than original estimates, needed additional funding from Operating.	Wastewater Plant Upgrade	$3,114,000
11	Annapolis FM Upgrade	After 3rd party review, granting agency determined this project must be completed to be able to move forward with Cambridge Greens Septic to Sewer project.	Wastewater - Line Adj for STS	$300,000
			Grand Total	**$18,924,000**

as of: 04/20/2022

Attachment: Copy of 2022-04-20 ARPA Adjusted_ (20256 : American Rescue Plan Projects)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	LPS0027 Harbor Lights Plant Interconnect
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

The Agreement LPS0027 between the Florida Department of Environmental Protection and Citrus County, Florida has been amended to allow the County an additional 6 months to complete work due to delays in availability and delivery of materials. New Date of Expiration is March 31, 2023.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Authorize and approve the BOCC Chairman to execute LPS0027 Amendment #2 between the Florida Department of Environmental Protection and Citrus County, Florida for the project known as Harbor Lights Plant Interconnect.

AMENDMENT NO. 2
TO AGREEMENT NO. LPS0027
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITRUS COUNTY, FLORIDA

This Amendment to Agreement No. LPS0027, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Citrus County, florida (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Harbor Lights Plant Interconnection effective December 9, 2019; and,

WHEREAS, due to delays in availability and delivery of materials, the Grantee has requested an additional six (6) months to complete work; and,

WHEREAS, the Department has agreed to the no-cost extension to complete the project; and,

NOW THEREFORE, the parties agree as follows:

1. Section 3 of the Standard Grant Agreement is hereby revised to change the Date of Expiration to March 31, 2023.

2. Attachment 3, Project Timeline and Budget Detail table is hereby deleted and replaced with the following:

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Connection to Central Sewer	Contractual Services	$24,905	07/01/2019	09/30/2022
2	Construction	Contractual Services	$487,595	07/01/2019	09/30/2022
		Total:	$512,500		

Note that, Section 8.h. of the Standard Terms and Conditions, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Attachment: LPS0027 Amendment 2 (20279 : LPS0027 Harbor Lights Plant Interconnect)

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITRUS COUNTY, FLORIDA

By:_____
*Title:

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or Designee

Date:_____

_____
Kayla Brunson, DEP Grant Manager

_____
DEP QC Reviewer

Attachment: LPS0027 Amendment 2 (20279 : LPS0027 Harbor Lights Plant Interconnect)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Sugarmill Woods Golf Course Reuse Project
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

This is Amendment 1 for the Cooperative Funding Agreement which was entered into between Citrus County, FL and the Southwest Florida Water Management District (SWFWMD) for the project known as the Sugarmill Woods Golf Course Reuse Project on April 28, 2020. The project includes design, permitting, and construction of approximately 22,000 feet of transmission mains, a 1.0 million gallon storage tank, a 1.0 mgd pump station, a 0.5 mgd booster pump station and other necessary appurtenances to supply 0.50 mgd of reclaimed water to replace 0.375 mgd of groundwater used for irrigation at the Sugarmill Woods Golf Course within the Chassahowitzka Springs Springshed.
This Amendment revises the Contract Period from December 31, 2023 to December 31, 2024 as well as the Project Schedule for the different tasks. All other terms of the Agreement remains the same.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

No Budget impact

RECOMMENDED ACTION:

Approve and authorize the BOCC Chairman to execute the amendment to Agreement Q 105 between Southwest Florida Water Management District and Citrus County, Florida.

DocuSign Envelope ID: B7FC7212-1AC1-4EB1-9C33-E4FBE0DF4049

AGREEMENT NO: 20CF0002698

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITRUS COUNTY
FOR
CITRUS COUNTY SUGARMILL WOODS GOLF COURSE REUSE PROJECT (Q105)

This FIRST AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITRUS COUNTY, a political subdivision of the State of Florida, whose address is 3600 W. Sovereign Path, Lecanto, Florida 34461-7727, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2019 (Agreement No. 20CF0002698), hereinafter referred to as the “Existing Agreement,” for design, permitting and construction of transmission mains, a storage tank, a pump station, a booster station and other necessary appurtenances to supply reclaimed water for irrigation at the Sugarmill Woods golf courses within the Chassahowitzka Springs Springshed; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period and modify the Project Schedule.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2023 to December 31, 2024.

2. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

Project Schedule

Task	Commence	Complete
Design and Permitting	10/01/2019	03/01/2022
Bidding and Contract Award	03/01/2022	09/01/2022
Construction	09/01/2022	03/01/2024
Construction Engineering & Inspection (CEI)	09/01/2022	03/01/2024
GIS, As-built Survey, Record Drawings & Certificate of Substantial Completion	03/01/2024	06/30/2024

Attachment: Please_DocuSign_Q105-Citrus_County_Sugarmill (20236 : Sugarmill Woods Golf Course Reuse Project)

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

3. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

Attachment: Please_DocuSign_Q105-Citrus_County_Sugarmill (20236 : Sugarmill Woods Golf Course Reuse Project)

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____
Jay Hoecker Date
Bureau Chief, Water Resources

CITRUS COUNTY

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

Attachment: Please_DocuSign_Q105-Citrus_County_Sugarmill (20236 : Sugarmill Woods Golf Course Reuse Project)

DocuSign

Certificate Of Completion

Envelope Id: B7FC72121AC14EB19C33E4FBE0DF4049
Status: Delivered
Subject: Please DocuSign: Q105-Citrus County Sugarmill Woods Golf Course Reuse Project
Source Envelope:
Document Pages: 3
Signatures: 0
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Meagan Finneran
2379 Broad Street
Brooksville, FL 34604
meagan.finneran@swfwmd.state.fl.us
IP Address: 204.76.240.236

Record Tracking

Status: Original
2/24/2022 3:54:22 PM
Holder: Meagan Finneran
meagan.finneran@swfwmd.state.fl.us
Location: DocuSign

Signer Events	Signature	Timestamp
Collen Scott colleen.scott@citrusbocc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/24/2022 3:59:31 PM ID: 043bab83-2be4-4913-8536-3aa23057e2f2		Sent: 2/24/2022 3:59:01 PM Viewed: 2/24/2022 3:59:31 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2022 3:59:01 PM
Certified Delivered	Security Checked	2/24/2022 3:59:31 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Attachment: Please_DocuSign_Q105-Citrus_County_Sugarmill (20236 : Sugarmill Woods Golf Course Reuse Project)

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

Attachment: Please_DocuSign_Q105-Citrus_County_Sugarmill (20236 : Sugarmill Woods Golf Course Reuse Project)

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

Attachment: Please_DocuSign_Q105-Citrus_County_Sugarmill (20236 : Sugarmill Woods Golf Course Reuse Project)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	FAA FY2022 Grant Application for Crystal River Airport
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

The attached Federal Aviation Administration (FAA) grant application is for the Crystal River Airport Wildlife Hazard Management Study/Plan. The FAA is requiring this Study in association with the Wetland Removal Project which is intended to minimize the potential wildlife threat to aircraft. This will be a 12-month long project and is anticipated to cost $123,864.00. The FAA will fund 90% ($111,477.60) of these costs, it is anticipated the FDOT will fund 8% ($9,909.12), and the County will fund the remaining 2% ($2,477.28) plus a contingency per AR 11.18.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2105-59100	Transfers	$10,000	0	$10,000	$10,000

*Prior to award

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to sign the FAA grant application and cover letter for the Wildlife Study/Plan for the Wetlands Removal South of RW 9-27 Project at the Crystal River Airport.

b. Authorize the Chairman to execute the FAA grant agreement once received and reviewed by the County Attorney.

Board of County Commissioners
Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.bocc.citrus.fl.us

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

May 10, 2022

Ms. Hilary W. Maull, P.E.
Program Manager
Federal Aviation Administration
Orlando Airport District Office
8427 Southpark Circle, Suite 524
Orlando, FL 32819

Re: Crystal River Airport (CGC); Crystal River, FL
FY 2022 Airport Improvement Program
Grant Application

Dear Ms. Maull,

Enclosed please find an FY 2022 Airport Improvement Program Grant Application for the following project at CGC:

1) Wildlife Hazard Management Plan

The following items are enclosed for the project:

- ✓ Application Checklist
- ✓ Standard Form 424 - Application for Federal Assistance
- ✓ SF 5100-100: Parts II and III
- ✓ Program Narrative and Sketch
- ✓ FAA ADO Required Detailed Information Sheet
- ✓ Project Line-Item Cost Breakdown
- ✓ Project Specific Checklist
- ✓ Project Schedule
- ✓ Airport Sponsor Certifications
- ✓ Airport Layout Plan, Title Opinion, and Airport Property Map
- ✓ Consultant Work Assignment

We are requesting $123,864.00 for the eligible federal share of project costs. Please feel free to contact me with questions or comments.

Sincerely,

Ronald E. Kitchen Jr.
Chairman, Board of County Commissioners

Ronald E. Kitchen Jr., Chairman, Commissioner, District 2; Ruthie Davis Schlabach, 1st Vice Chairwoman, Commissioner, District 3; Holly L. Davis, 2nd Vice Chairwoman, Commissioner, District 5; Jeff Kinnard, D.C., Commissioner, District 1; Scott Carnahan, Commissioner, District 4

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Airport Improvement Program
Federal Assistance Request Checklist

APPLICATION CHECKLIST

Airport:	Crystal River Airport
Sponsor:	Citrus County, Florida, a political subdivision of the State of Florida
City, State:	Crystal River, Florida
Date of Application:	April 11, 2022

Cover Letter:

N/A Letter of Credit method of payment requested.
N/A Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
N/A If pre-application, proposed application date identified.
N/A If application, any changes to requested amount are identified and reasons provided.
N/A If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
N/A If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

X Standard Form 424 – Application for Federal Assistance and Associated Forms
X Standard Form 5100-100: Part II & Part III
X Program Narrative and Sketch
X Detailed Project Information Sheet
X Project Line-Item Cost Breakdown
X Project Specific Checklist
X Project Schedule
N/A CATEX
N/A Public Hearing Information
X Airport Sponsor Certifications
X Airport Layout Plan, Title Opinion, and Airport Property Map
X Project Contract/Scope and Fee
N/A Recommendation Letter & Bid Tabulation

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received	4. Application Identifier
	3-12-0156-013-2022

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
DOT/FAA	

State Use Only:

6. Date Received by State:		7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name:	Citrus County, Florida, a political subdivision of the State of Florida

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
59-6000548	72548563

d. Address:

* Street1:	718 North Lindbergh Drive
Street 2:	
* City:	Crystal River
County/Parish:	Citrus
* State:	FL
Province:	
Country:	United States
*Zip/ Postal Code:	34429

e. Organizational Unit:

Department Name:	Division Name:
Citrus County, Florida, a political subdivision of the State of Florida	Crystal River Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	First Name:	Quincy
Middle Name:			
* Last Name	Wylupek		
Suffix:			

Title:	Engineering Project Manager
Organizational Affiliation:	
Citrus County, Florida, a political subdivision of the State of Florida	

* Telephone Number:	(352) 527-5446	Fax Number:	(352) 527-5476
* Email:	quincy.wylupek@citrusbocc.com		

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify)

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: Not Applicable

Title: Not Applicable

13. Competition Identification Number: Not Applicable

Title: Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Crystal River Airport - located in Crystal River, FL

* 15. Descriptive Title of Applicant's Project:

Wildlife Hazard Management Plan

Attach supporting documents as specified in agency instructions.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant:	FL-05	*b. Program/Project:	FL-05

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:	9/1/2022	*b. End Date:	2/1/2024

18. Estimated Funding ($):

*a. Federal	111,477.60
*b. Applicant	0.00
*c. State	8,172.96
*d. Local/CARES	4,213.44
*e. Other	0.00
*f. Program Income	0.00
*g. TOTAL	123,864.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☑ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☑ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.	First Name:	Ronald
Middle Name:	E.		
* Last Name	Kitchen		
Suffix:	Jr.		
*Title:	Chairman, Citrus County Board of County Commissioners		
*Telephone Number:	(352) 341-6560	Fax Number:	(352) 341-6584
* Email:	quincy.wylupek@citrusbocc.com		
*Signature of Authorized Representative:		*Date Signed:	

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Not required for this project

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Confirmed

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Confirmed

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Confirmed

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not required for this project

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not required for this project

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

Confirmed

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Confirmed

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB EXPIRATION DATE: 6/30/2023

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. **20-106**

2. Functional or Other Breakout **Airport Improvement Program**

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount (Use only for Rvisions)	Adjustment + or (-) (Use only for Revisions)	
1. Administration expense	$2,400		$ 2,400.00
2. Preliminary expense			$ -
3. Land, structures. right-of-way			$ -
4. Architectural engineering basic fees			$ -
5. Other architectural engineering fees			$ -
6. Project inspection fees			$ -
7. Land development			$ -
8. Relocation expenses			$ -
9. Relocation payments to Individuals and businesses			$ -
10. Demolition and removal			$ -
11. Construction and project improvement			$ -
12. Miscellaneous - Wildlife Hazard Management Plan	$21,702		$ 21,702.00
13. Miscellaneous - Wildlife Hazard Assessment (12 month Assessment)	$99,762		$ 99,762.00
14. **Subtotal** *(Line 1 through 13)*	$123,864		$ 123,864.00
15. Estimated Income *(if applicable)*			$ -
16. Net Project Amount *(Line 14 minus 15)*	$123,864		$ 123,864.00
17. **Less:** Ineligible Exclusions (Section C, Line 23 g.)	$0		$ -
18 **Subtotal** (Line 16 through 17)	$123,864		$ 123,864.00
19 Federal Share requested of Line 19	$123,864		$ 123,864.00
20 Grantee share	$0		$ -
21 Other shares	$0		$ -
22 **Total project** *(Lines 19, 20 & 21)*	$123,864		$ 123,864.00

FAA Form 5100-100 (3/16) SUPERSEDS PREVIOUS EDITIONS

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONSTROL NUMBER: 2120-0569 OMB
OBM EXPIRATION DATE: 6/30/2023

SECTION C - EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	$ -
b.	
c.	
d.	
e.	
f.	
Totals	$ -

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share	$ -
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	$ -
25.Other Shares	
a. State	$ 8,172.96
b. Other	$ 4,213.44
c. Total Other Shares	$ 12,386.40
26. TOTAL NON-FEDERAL-FINANCING	$ 12,386.40

SECTION E - REMARKS

(Attach sheets if additional space is required)

FAA Form 5100-100 (3/16) SUPERSEDES PREVIOUS EDITION

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

PART IV
PROGRAM NARRATIVE
WILDLIFE HAZARD MANAGEMENT PLAN

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569

1) PROJECT: Wildlife Hazard Management Plan

AIRPORT: Crystal River-Crystal River Airport (CGC)

1. Objective:

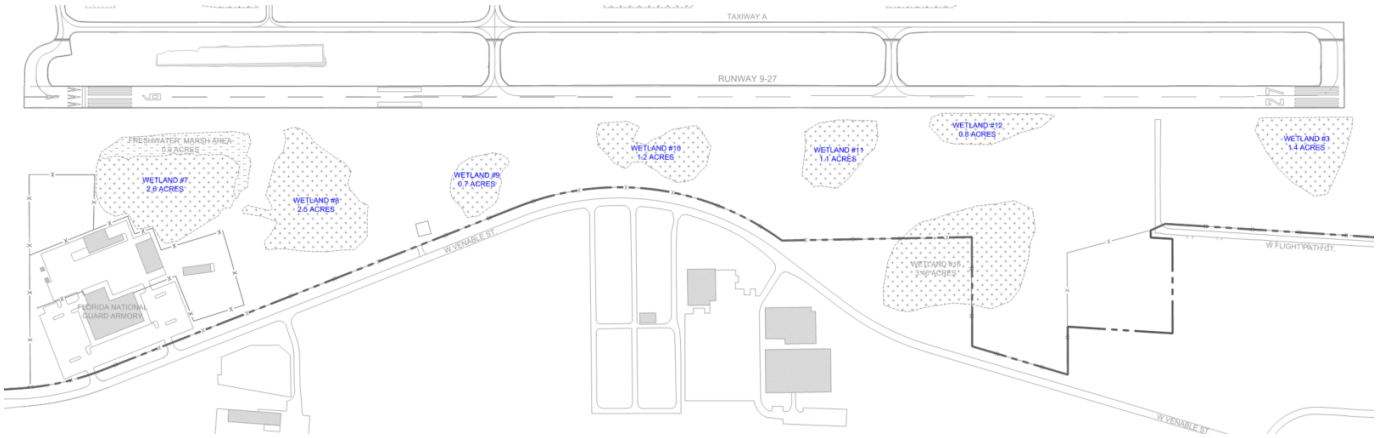
The County intends to conduct a 12-month Wildlife Hazard Assessment to update the existing Wildlife Hazard Management Plan.

2. Benefits Anticipated:

Minimize and manage wildlife hazards

3. Approach:

An FAA Qualified Airport Wildlife Biologist will conduct a 12-month Wildlife Hazard Assessment study and develop a report in accordance with FAA AC 150/5200-38 “Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.” Following the study, the existing Wildlife Hazard Management Plan be updated.



See Scope of Work.

4. Geographic Location:

Citrus County, Florida

See Sketches of Project Location.

5. If Applicable, Provide Additional Information:

See Approved Scope of Work when completed for the Final Application.

6. Sponsor’s Representative: *(incl. address & tel. no)*

Quincy Wylupek
Engineering Project Manager
Citrus County
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461
(352) 527 5446

FAA FORM 5100-100 (9-03) SUPERSEDES FAA FORM 5100-100 (6-73) PAGE 6

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Detailed Project Information Sheet
Airport Improvement Program
Grant Application

Wildlife Hazard Management Plan

Airport: Crystal River – Crystal River AIRPORT (CGC)

City, ST: Crystal River, Florida

Project Description: Wildlife Hazard Assessment

An FAA Qualified Airport Wildlife Biologist will conduct a 12-month Wildlife Hazard Assessment study and develop a report in accordance with FAA AC 150/5200-38 “Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.” Following the study, the existing Wildlife Hazard Management Plan be updated.

Special Circumstances: None

Project Cost Information:

Total Cost	FAA Share (90%)	State (8%)	Local (2%)
$123,864.00	$111,477.60	$8,172.96	$4,213.44

Type of Funding Proposed			
CGC NP 2022 Entitlements	$111,477.60		
CGC NP 2022 Discretionary	$0		
Total	$111,477.60		

Alternate Funding Plan: Citrus County will utilize FDOT and local funds

Note:
FDOT Eligible Share – 8% of Admin Cost and Wildlife Hazard Assessment Only
LOCAL Share – 2% of Admin Cost and Wildlife Hazard Assessment and 10% of Wildlife Site Visit.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Crystal River Airport (CGC)
PROJECT COSTS

	Wildlife Hazard Management Plan	Total Project Cost
Administrative Costs	$2,400.00	***$2,400.00***
Engineering Basic Fees		
Miscellaneous Fees		
Wildlife Hazard Management Plan	$21,702.00	***$21,702.00***
Wildlife Hazard Assessment (12 month Assessment)	$99,762.00	***$99,762.00***
Project Inspection Fees		
Total Engineering Fees	**$121,464.00**	**$121,464.00**
Total Project Costs	**$123,864.00**	**$123,864.00**

Total Administrative Costs	**$2,400.00**
Total Engineering Costs	**$121,464.00**
Total Project Cost (100%)	**$123,864.00**
Total FAA Eligible Share (90%)	**$111,477.60**
Total FDOT Eligible Share (8%) - See note 1 below	**$8,172.96**
Total LOCAL Share (2%) - see note 2 below	**$4,213.44**

Note 1: 8% of Admin cost and Wildlife Hazard Assessment Only
Note 2: 2% of Admin cost and Wildlife Hazard Assessment and 10% of Wildlife Site Visit

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Crystal River Airport

Wildlife Hazard Management Plan

PROPOSED PROJECT SCHEDULE

Proposed Project Schedule:	Dates:
Pre-Application Submittal to FAA	November 2021
Grant Application Submittal to FAA	April 2022
Grant Offer	August 2022
Execution of FAA Grant	September 2022
Notice to Proceed to Contractor	October 2022
Substantial Completion	December 2023
Project and Grant Close-Out	February 2024

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Project Specific Checklist
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Project Description:

Wildlife Hazard Management Plan

Airport Name / City, FL:

CRYSTAL RIVER AIRPORT/ CRYSTAL RIVER, FLORIDA

	Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)	Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	Y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Section 3-3 Airport Development		
b.	Is the project justifiied? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	Y		
c.	Is the project on airport property (with good title)?	Y		
cc.	Date of your current Airport Exhibit A on file in ADO:	2/1/2019		
d.	Is the project on the FAA approved airport layout plan?	Y		
dd.	Identify date of FAA approved ALP on file in the ADO:	2019		
e.	Has the Sponsor satisfied the intergovernmental review and airport user	Y		
f.	Has the FAA completed an environmental finding for the project?	Y		
ff.	Provide date of environmental finding/Cat. Ex.?	N/A		
g.	Will the project result in a usable unit of work?	Y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	Y		
hh.	If applicable, identify date MOS was approved by FAA.	N/A		
i.	Has the project been procurred correctly?	Y		
j.	Are the project costs allowable?	Y		
k.	Are the project costs necessary to accomplish the project? (Project costs are directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section 12).	Y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).	Y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14). See Engineer's Estimate, Bid Tabs, and sponsor letter.	Y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	Y		
o.	Are the project costs within the allowable federal share?	Y		
p.	Can the project be completed without unreasonable delay?	Y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.	Immediately		
	<u>If discretionary funding is being requested for this project answer the following:</u>			
1	Is this project phased?	N		
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application ?			
	<u>If funding requested for this project is for an LOI, provide the following:</u>			
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☐ Yes ☒ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Crystal River - Crystal River Airport
Address: Crystal River, Florida

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Name of Sponsor’s Authorized Official: Ronald E. Kitchen Jr.

Title of Sponsor’s Authorized Official: Chairman, Citrus County Board of County Commissioners

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Crystal River - Crystal River Airport

Name of Sponsor's Authorized Official: Ronald E. Kitchen Jr.

Title of Sponsor's Authorized Official: Chairman, Citrus County Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☐ Yes ☐ No ☒ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: Citrus County, Florida, a political subdivision of the S

Name of Sponsor’s Authorized Official: Ronald E. Kitchen Jr.

Title of Sponsor’s Authorized Official: Chairman, Citrus County Board of County Commissioners

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Flor

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Citrus County, Florida, a political subdivision of the

Name of Sponsor's Authorized Official: Ronald E. Kitchen Jr.

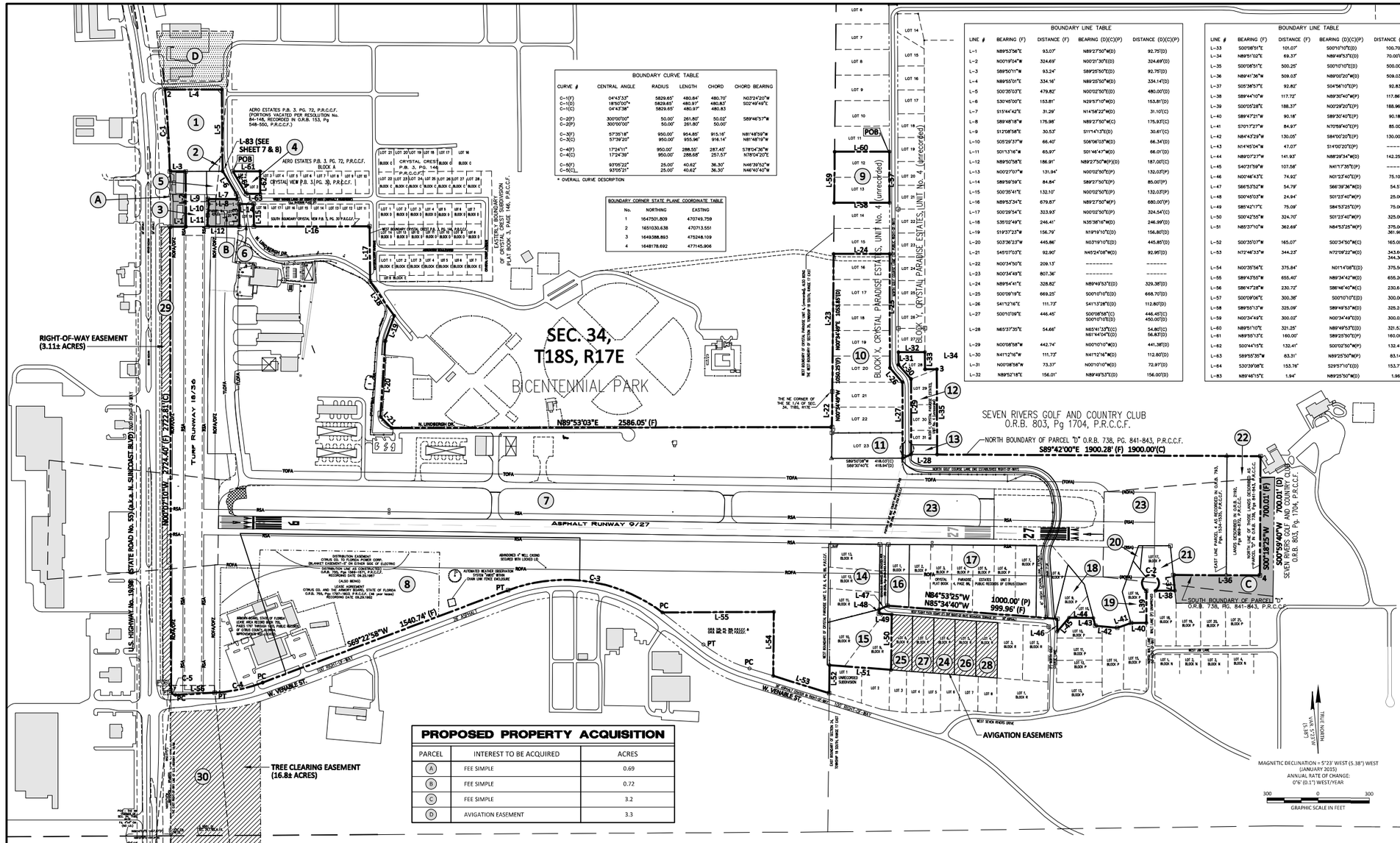
Title of Sponsor's Authorized Official: Chairman, Citrus County Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)



BOUNDARY CURVE TABLE

CURVE #	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C-1(F)	04°43'33"	5829.65'	480.84'	480.70'	N03°24'20"W
C-1(D)	18°50'00"=	5829.65'	480.97'	480.83'	S02°49'49"E
C-1(C)	04°43'38"	5829.65'	480.97'	480.83	
C-2(F)	300°00'00"	50.00'	261.80'	50.00'	S89°46'57"W
C-2(P)	300°00'00"	50.00'	261.80'	50.00'	
C-3(F)	57°35'18"	950.00'	954.85'	915.16'	N81°48'59"W
C-3(C)	57°39'20"	950.00'	955.96'	916.14'	N81°48'18"W
C-4(F)	17°24'11"	950.00'	288.55'	287.45'	S78°04'36"W
C-4(C)	17°24'39"	950.00'	288.68'	287.57'	N78°04'20"E
C-5(F)	93°05'22"	25.00'	40.62'	36.30'	N46°39'52"W
C-5(C)_	93°05'21"	25.00'	40.62'	36.30'	N46°40'40"W

* OVERALL CURVE DESCRIPTION

BOUNDARY CORNER STATE PLANE COORDINATE TABLE

No.	NORTHING	EASTING
1	1647501.809	470749.759
2	1651030.638	470713.551
3	1649388.893	475248.109
4	1648178.692	477145.906

BOUNDARY LINE TABLE

LINE #	BEARING (F)	DISTANCE (F)	BEARING (D)(C)(P)	DISTANCE (D)(C)(P)
L-1	N89°53'56"E	93.07'	N89°27'50"W(D)	92.75'(D)
L-2	N00°19'04"W	324.69'	N00°21'30"E(D)	324.69'(D)
L-3	S89°50'11"W	93.24'	S89°25'50"E(D)	92.75'(D)
L-4	N89°55'01"E	334.16'	N89°25'50"W(D)	334.14'(D)
L-5	S00°35'03"E	479.82'	N00°02'50"E(D)	480.00'(D)
L-6	S30°45'00"E	153.81'	N29°57'10"W(D)	153.81'(D)
L-7	S15°44'42"E	31.29'	N14°58'22"W(D)	31.10'(C)
L-8	S89°48'18"W	175.98'	N89°27'50"W(C)	175.97'(C)
L-9	S12°08'58"E	30.53'	S11°41'37"E(D)	30.61'(C)
L-10	S05°29'37"W	66.40'	S06°06'03"W(D)	66.34'(D)
L-11	S01°13'16"W	65.97'	S01°46'47"W(D)	66.01'(D)
L-12	N89°50'58"E	186.91'	N89°27'50"W(P)(D)	187.00'(C)
L-13	N00°23'07"W	131.94'	N00°02'50"E(P)	132.03'(P)
L-14	S89°59'59"E	84.84'	S89°27'50"E(P)	85.00'(P)
L-15	S00°35'41"E	132.10'	N00°02'50"E(P)	132.03'(P)
L-16	N89°53'34"E	679.87'	N89°27'50"W(P)	680.00'(P)
L-17	S00°29'54"E	323.93'	N00°02'50"E(P)	324.54'(C)
L-18	S35°02'49"E	246.41'	N35°38'16"W(D)	246.99'(D)
L-19	S19°37'23"W	156.79'	N19°16'10"E(D)	156.80'(D)
L-20	S03°36'23"W	445.86'	N03°19'10"E(D)	445.85'(D)
L-21	S45°07'03"E	92.90'	N45°24'08"W(D)	92.95'(D)
L-22	N00°34'50"E	209.13'	----------	-------
L-23	N00°34'49"E	807.36'	----------	-------
L-24	N89°54'41"E	328.82'	N89°49'53"E(D)	329.38'(D)
L-25	S00°08'19"E	669.25'	S00°10'10"E(D)	668.70'(D)
L-26	S41°12'16"E	111.73'	S41°13'28"E(D)	112.80'(D)
L-27	S00°10'09"E	446.45'	S00°08'58"(C) S00°10'10"E(D)	446.45'(C) 450.00'(D)
L-28	N65°37'35"E	54.66'	N65°41'33"E(C) N61°44'04"E(D)	54.80'(C) 56.83'(D)
L-29	N00°08'58"W	442.74'	N00°10'10"W(D)	441.38'(D)
L-30	N41°12'16"W	111.73'	N41°12'16"W(D)	112.80'(D)
L-31	N00°08'58"W	73.37'	N00°10'10"W(D)	72.97'(D)
L-32	N89°52'18"E	156.01'	N89°49'53"E(D)	156.00'(D)

BOUNDARY LINE TABLE

LINE #	BEARING (F)	DISTANCE (F)	BEARING (D)(C)(P)	DISTANCE (D)(C)(P)
L-33	S00°08'51"E	101.07'	S00°10'10"E(D)	100.70'(D)
L-34	N89°51'02"E	69.37'	N89°49'53"E(D)	70.00'(D)
L-35	S00°08'51"E	500.25'	S00°10'10"E(D)	500.00'(D)
L-36	N89°41'36"W	509.03'	N89°00'20"W(D)	509.03'(D)
L-37	S05°38'57"E	92.82'	S04°56'10"E(P)	92.83'(C)
L-38	S89°44'10"W	117.72'	N89°30'40"W(P)	117.66'(P)
L-39	S00°05'28"E	188.37'	N00°29'20"E(P)	188.96'(P)
L-40	S89°47'21"W	90.18'	S89°30'40"E(P)	90.18'(P)
L-41	S70°17'27"W	84.97'	N70°59'40"E(P)	85.00'(P)
L-42	N84°43'28"W	130.05'	S84°00'20"E(P)	130.00'(P)
L-43	N14°45'04"W	47.07'	S14°00'20"E(P)	-------
L-44	N89°07'27"W	141.93'	N88°28'34"W(D)	142.25'(D)
L-45	S40°31'59"W	107.58'	N41°17'35"E(P)	-------
L-46	N00°46'43"E	74.92'	N01°23'40"E(P)	75.10'(P)
L-47	S66°53'52"W	54.79'	S66°39'36"W(D)	54.57'(D)
L-48	S00°46'03"W	24.94'	S01°23'40"W(P)	25.00'(P)
L-49	S85°42'17"E	75.09'	S84°53'25"E(P)	75.00'(P)
L-50	S00°42'55"W	324.70'	S01°23'40"W(P)	325.00'(P)
L-51	N85°37'10"W	362.69'	N84°53'25"W(P)	375.00'(P) 361.98'(C)
L-52	S00°35'07"W	165.07'	S00°34'50"W(C)	165.00'(C)
L-53	N72°46'33"W	344.23'	N72°09'22"W(D)	343.60'(D) 344.36'(C)
L-54	N00°35'56"E	375.84'	N01°14'08"E(D)	375.50'(D)
L-55	S89°43'55"W	655.40'	N89°34'42"W(D)	655.28'(D)
L-56	S86°47'28"W	230.72'	S86°46'40"W(C)	230.64'(C)
L-57	S00°09'06"E	300.38'	S00°10'10"E(D)	300.00'(D)
L-58	S89°55'13"W	325.09'	S89°49'53"W(D)	325.24'(D)
L-59	N00°34'49"E	300.02'	N00°34'49"E(D)	300.02'(D)
L-60	N89°51'10"E	321.25'	N89°49'53"E(D)	321.53'(D)
L-61	N89°55'13"E	160.00'	S89°25'50"E(P)	160.00'(P)
L-62	S00°44'15"E	132.41'	S00°02'50"W(P)	132.41'(P)
L-63	S89°55'35"W	83.31'	N89°25'50"W(P)	83.14'(C)
L-64	S30°39'08"E	153.76'	S29°57'10"E(D)	153.77'(D)
L-83	N89°46'15"E	1.94'	N89°25'50"W(D)	1.96'(C)

LEGEND

ITEM	EXISTING	FUTURE
AIRPORT PROPERTY LINE		
AIRFIELD PAVEMENT		
BUILDINGS		
ROADS & PARKING		
FENCE	x x x	N/A
RUNWAY SAFETY AREA	RSA	(RSA)
RUNWAY OBJECT FREE AREA	ROFA	(ROFA)
TAXIWAY OBJECT FREE AREA	TOFA	(TOFA)
TAXILANE OBJECT FREE AREA	TLOFA	N/A
PAVEMENT TO BE REMOVED	N/A	
PROPERTY ACQUISITION	N/A	
EASEMENTS (AVIGATION, TREE CLEARING, RIGHT-OF-WAY)		

PROPOSED PROPERTY ACQUISITION

PARCEL	INTEREST TO BE ACQUIRED	ACRES
A	FEE SIMPLE	0.69
B	FEE SIMPLE	0.72
C	FEE SIMPLE	3.2
D	AVIGATION EASEMENT	3.3

AIRPORT SPONSOR APPROVAL

THIS AIRPORT DRAWING IS APPROVED BY:

(SIGNATURE) _____ DATE: 11/14/17

NAME: QUINCY D. WYLUPEK

TITLE: ENGINEERING PROJECT MANAGER

PROPERTY ACQUISITION TABLE

No.	AK#	Parcel ID #	Grantor	Grantee	County Interest Held (i.e., fee simple, easement)	Year Acquired	Acreage	Conveyance Instrument	Book & Page	FAA Aid Project #	Easements	Encumbrances
1	1102553	17E18S34 41300	Robert A. Willis, Jr. & Walter Talley, Jr.	Citrus County	Fee Simple	2005	3.53 +/-	Warranty Deed & Corrective Warranty Deed	1842/397 & 2049/2104	N/A		
2	2273828	17E18S34 41320	Waldonese D. Malloof, Esq. & Jeanette Malloof	Citrus County	Fee Simple	2008	0.08 +/-	Warranty Deed	2229/525 & 2458/1045	N/A		
3	1102618	17E18S34 42425	Joan Anderson McGowan	Citrus County	Fee Simple	1976	0.84 +/-	Warranty Deed	431/747 (Loss 646/142)	N/A		
4	1103266	17E18S34020 0010	Vera Georgievna Markey a/k/a Vera Georgiana Markey	Citrus County	Fee Simple	2009	0.33 +/-	Warranty Deed	2311/562 & 2311/2320	N/A		
5	1102586	17E18S34 42410	Vera Georgievna Markey a/k/a Vera Georgiana Markey	Citrus County	Fee Simple	2009	0.49 +/-	Warranty Deed	2311/562 & 2311/2320	N/A		
6	2620331	17E18S34020 0190	Joan Anderson McGowan	Citrus County	Fee Simple	1990	0.3 +/-	Warranty Deed	886/137	N/A		
7	3472776	17E18S34 12300	Bayview Homes Company	Citrus County	Fee Simple	1947	106.88 +/-	Warranty Deed	DB 99/502	N/A	627/1329, 678/702, 678/705, 958/533, 991/248, 1316/1097 corrected in 1326/260, 2007/1628, 2474/1397	Mineral Deed DB 80/253
			W. Ted Garraway, Faye Wilkins Garraway, Walter R. Uhler and Clora E. Uhler	Citrus County	Fee Simple	1990		Warranty Deed	95/190	N/A		
			Edwina R. Hutchinson	Citrus County	Fee Simple	1977		Warranty Deed	479/239	N/A		
			Florida Power Corporation	Citrus County	Fee Simple	1981		Fee Simple Deed	574/1702	N/A		
			Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1990		Warranty Deed	880/941 & 885/327	N/A		
8	2334495	17E18S34 24400	Bayview Homes Company	Citrus County	Fee Simple	1947	22.12 +/-	Warranty Deed	DB 99/502	N/A	501/103 & 755/1569	Lease Agreement 603/986
9	3506330	17E18S35 16DX0 0120	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	2.23 +/-	Warranty Deed	2594/2073 & 2596/1553	N/A		
10	3125616	17E18S35 16DX0 0160	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	8.66 +/-	Warranty Deed	2594/2073 & 2596/1553	N/A		
11	2771267	17E18S35 16DX0 0230	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	1.44 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
12	2688831	17E18S35 16DY0 0280	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	1.93 +/-	Warranty Deed	2594/2073 & 2596/1553	N/A		
13	2771259	17E18S35 16DY0 0311	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	0.19 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
14	2015217	17E18S35300020 000R0 0110	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	2.89 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
15	2010631	17E18S35300020 000R0 0090	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	2.62 +/-	Warranty Deed	2594/2062 & 2596/1561	N/A		
16	1105749	17E18S35300020 000P0 0010	John Duncan Taylor	Citrus County	Fee Simple	1993	1.04 +/-	Warranty Deed	1002/796 & 1010/2041	N/A		
17	2010266	17E18S35300020 000P0 0020	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	6.79 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
18	2010347	17E18S35300020 000P0 0090	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	1 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
19	1105781	17E18S35300020 000P0 0160	Rosario N. Damato	Citrus County	Fee Simple	1994	0.8 +/-	Warranty Deed	1050/1745 & 1056/572	N/A		
20	2771275	17E18S35300020 000P0 0171	Carl B. Moore, Jr. and Thelma J. Moore	Citrus County	Fee Simple	1994	0.11 +/-	Warranty Deed	1060/1039, 1066/854 & 1071/1266	N/A		
21	2010401	17E18S35300020 000P0 0170	Fred Mortimer Jr. and Amanda Mortimer Fred Mortimer Sr. and Judy Mortimor	Citrus County	Fee Simple	2012	.87 +/-	General Warranty Deed	2456/2131	N/A		
					Fee Simple	2012		General Warranty Deed	2459/2132	N/A		
22	2688823	17E18S35 31000	JoAnne W. Logue, Ind and as PR of the Est of James W. Logue, dec	Citrus County	Fee Simple	2008	3.18 +/-	Warranty Deed	2192/889	N/A		
23	2579617	17E18S35 70000	Dennis Brossiel and Barbara Brossiel	Citrus County	Fee Simple	1988	32.39 +/-	Warranty Deed	775/1958	N/A		
			Anthony Spalletta and Lucille Spalletta	Citrus County	Fee Simple	1988		Warranty Deed	777/431	N/A		
			William M. Odell and Ruth Odell	Citrus County	Fee Simple	1988		Warranty Deed	777/432	N/A		
			Shields D. Gay, Jr. and Helen P. Gay	Citrus County	Fee Simple	1988		Warranty Deed	777/435	N/A		
			Beatrice M. Cook	Citrus County	Fee Simple	1988		Warranty Deed	783/1786	N/A		
			Stevie D. Schmaltz and Dorothy M. Schmaltz	Citrus County	Fee Simple	1988		Warranty Deed	785/279	N/A		
			Gulf to Lakes Associates Limited	Citrus County	Fee Simple	1988		Warranty Deed	793/1534	N/A		
			Crystal Paradise Estates, Inc.	Citrus County	Fee Simple	1982		Warranty Deed	593/463 & 2456/1981	N/A		
24	2010550	17E18S35300020 000R0 0060	Marvin L Williams Jr & Teana D Williams	JPA High Performance Inc	Easement	2013	0.93 +/-	Warranty Deed	2594/926	N/A	Crystal Paradise Ests L6 Blk R - Airport Avigation Easement 881/947	
25	2010614	17E18S35300020 000R0 0080	Kendall C & Wanda L Sentz	Timothy E & Judith A Smith	Easement	2003	0.93 +/-	Warranty Deed	1348/2453	N/A	Crystal Paradise Ests L8 Blk R - Airport Avigation Easement 881/951	
26	2010533	17E18S35300020 000R0 0050	Frank & Patricia Wade	Gregory I. & Colleen Floyd	Easement	1997	0.93 +/-	Warranty Deed	1208/851	N/A	Crystal Paradise Ests L5 Blk R - Airport Avigation Easement 881/955	Interlocal Agreement 265/296 & Amendments 308/409
27	2010586	17E18S35300020 000R0 0070	Loree B Hnaly	Michael L Monzel	Easement	2007	0.93 +/-	Warranty Deed	2183/2413	N/A	Crystal Paradise Ests L7 Blk R - Airport Avigation Easement 881/959	
28	2010509	17E18S35300020 000R0 0040	Horbert E & Marian L Zimmerman	James A & Diane E Pieper	Easement	2015	0.93 +/-	Warranty Deed	2665/425	N/A	Crystal Paradise Ests L4 Blk R - Airport Avigation Easement 894/899	
29			Florida Department of Transportation, Lessor	Citrus County, Lessee	Lease Hold	2004	3.11 +/-	Lease Agreement	Unrecorded	N/A	Unrecorded Lease Agreement dated 2/16/2006	
30	1102138	17E18S34 22200	Arthur Koblish, as Trustee, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/279	N/A	Tree Clearing Easement 2519/1684	
			John J. Schick, Jr., a married man, etal, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/285	N/A	Tree Clearing Easement 2519/1684	
31	1113512	17E19S03 10000	Arthur Koblish, as Trustee, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/279	N/A	Tree Clearing Easement 2519/1684	
			John J. Schick, Jr., a married man, etal, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/285	N/A	Tree Clearing Easement 2519/1684	

NO.	REVISIONS	BY	APP.	DATE

AIRPORT PROPERTY INVENTORY MAP EXHIBIT "A"

CRYSTAL RIVER AIRPORT
CITRUS COUNTY, FLORIDA

PREPARED FOR
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
AIRPORT CONSULTANTS

URS

DESIGNED: CITRUS–COUNTY
DRAWN: – CHECKED: –
PROJECT MANAGER: HK
PROJECT DIRECTOR: HK
DATE: 11/17

S:\Projects\...APPLAN\Crystal River\ALP Set 2015\CGC_JE_EXH-A.dwg 01/30/2018 15:46

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

ATTACHMENT A
SCOPE OF SERVICES

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

WORK AUTHORIZATION No. 3

WILDLIFE HAZARD ASSESSMENT
AT
CRYSTAL RIVER AIRPORT (CGC)

Scope of Services

American Infrastructure Development, Inc. CONSULTANT will provide Professional Consulting services as requested by the County ("OWNER") at Crystal River Airport (CGC). The CONSULTANT will provide the following services for the project.

The CONSULTANT will coordinate with the OWNER, FAA, FDOT, and Subconsultants to prepare a Wildlife Hazard Assessment (WHA) at Crystal River Airport (CGC). The FAA Qualified Airport Wildlife Biologist (QAWB) will conduct a 12-month study and develop a report following the guidance in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans." Following the FAA review of the WHA report, the existing Wildlife Hazard Management Plan (WHMP) will be updated. Activities will include data collection, wildlife observations, and fixed-point surveys with wildlife camera deployment. **See attached Exhibit**.

Deliverable

The CONSULTANT will submit a Wildlife Hazard Assessment Report to the OWNER and the FAA as part of the process to remove the existing wetlands. It is anticipated that the OWNER will purchase mitigation credits for the removal of the wetlands and that no wetland mitigation will be conducted on or around the Airport.

Schedule

After receiving the Notice to Proceed (NTP) from the OWNER, the CONSULTANT will initiate the project. The work required to be performed by the CONSULTANT pursuant to this Work Authorization shall be completed within two years from NTP.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

EXHIBIT B
WILDLIFE HAZARD ASSESSMENT
CRYSTAL RIVER AIRPORT (CGC)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

FEE SUMMARY

TASK	Totals
Special Services (Lump Sum)	
Wildlife Hazard Assessment	$99,762.00
Total Fees (Lump Sum):	**$99,762.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

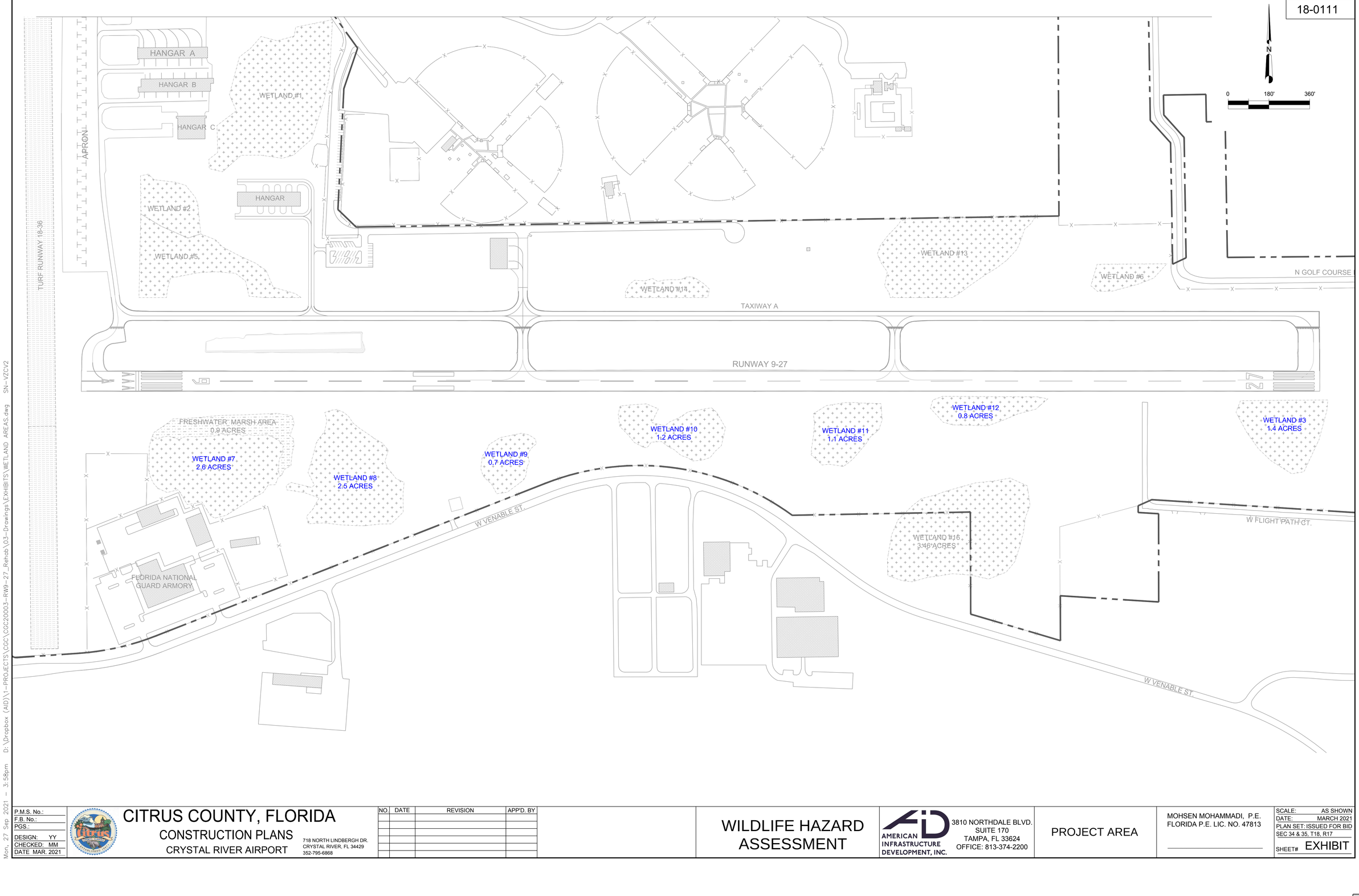
EXHIBIT B
WILDLIFE HAZARD ASSESSMENT
CRYSTAL RIVER AIRPORT (CGC)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

	Project Principal	Project Manager	Senior Engineer	Planner/ Engineer	Senior Designer	Designer	Clerical	Totals
	$218.00	$186.00	$162.00	$133.00	$96.00	$88.00	$79.00	
Project Management and Coordination								
1 Coordination with County & Manage Project		16		32			8	56
2 Coordination with Subconsultant		4		20			4	28
3 Prepare Exhibits for the Report				4	24		4	32
4 Review Documents at Every Stage		8		40			8	56
5 Coordination with FAA		20						20
Total Labor Hours:	0	48	0	96	24	0	24	192
Total Labor Costs:	$0.00	$8,928.00	$0.00	$12,768.00	$2,304.00	$0.00	$1,896.00	$25,896.00
5 Wildlife Hazard Assessment								$73,866.00
Total Costs (Lump Sum):								**$99,762.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

PROJECT NO.
18-0111



P.M.S. No.:	CITRUS COUNTY, FLORIDA	NO.	DATE	REVISION	APP'D. BY
F.B. No.:	CONSTRUCTION PLANS				
PGS.:	CRYSTAL RIVER AIRPORT				
DESIGN: YY	718 NORTH LINDBERGH DR.				
CHECKED: MM	CRYSTAL RIVER, FL 34429				
DATE MAR. 2021	352-795-6868				

WILDLIFE HAZARD ASSESSMENT

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
3810 NORTHDALE BLVD.
SUITE 170
TAMPA, FL 33624
OFFICE: 813-374-2200

PROJECT AREA

MOHSEN MOHAMMADI, P.E.
FLORIDA P.E. LIC. NO. 47813

SCALE: AS SHOWN
DATE: MARCH 2021
PLAN SET: ISSUED FOR BID
SEC 34 & 35, T18, R17
SHEET# EXHIBIT

Mon, 27 Sep 2021 – 3:58pm D:\Dropbox (AID)\1-PROJECTS\CGC\CGC20003-RW9-27_Rehab\03-Drawings\EXHIBITS\WETLAND AREAS.dwg SN-VZCV2

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

BLUE WING ENVIRONMENTAL

PROPOSAL / SCOPE OF WORK

DATE: **March 30, 2022**

TO: Mohsen Mohammadi, Ph.D., P.E.-Principal
American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170, Tampa, Florida 33624

FROM: Sarah Brammell, Blue Wing Environmental, LLC

RE: CGC Wildlife Hazard Assessment

Blue Wing Environmental, LLC (BWE) will provide FAA Qualified Airport Wildlife Biologist (QAWB) services to conduct a Wildlife Hazard Assessment (WHA) at Crystal River Airport (CGC). The QAWB will conduct a 12-month study and develop a report following the guidance in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans." Following the FAA review of the WHA report, BWE will work with the client to update the existing Wildlife Hazard Management Plan (WHMP).

SCOPE OF WORK

TASK 1 – DATA COLLECTION AND PROJECT KICK-OFF MEETING

This task includes data collection in advance of the wildlife observation tasks will include a review of the airport's wildlife strike data from the FAA's National Wildlife Strike Database and, if available, airport operator wildlife strike data records. Review of available data related to current or previous wildlife observations, site visits, or assessment, wildlife control actions (airport and contractors), environmental reports included National Environmental Policy Act (NEPA) documentation on the airfield (specific to potential natural resource impacts and/or mitigation areas), federal and state listed/protected wildlife species or habitats, and recent aerial photographs. Available information on the airport's current operation statistics, airport stakeholder/user groups, and planned or known infrastructure improvements or changes to the airport setting/surrounding area (land use) will be reviewed. Initial coordination with airport staff will be completed to review current available data and determine the final methodology and observation areas for the data collection phase.

This task includes up to four additional project meetings which includes the project kick-off meeting, a stakeholder meeting, a 6-month data review, draft recommendation review, and final document presentation. Meeting events and schedules will be determined by the airport client and Prime Consultant, American Infrastructure Development, Inc. (AID).

TASK 2 - WILDLIFE OBSERVATIONS & DATA COLLECTION

Data collection will follow the guidance outlines in FAA AC 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans."

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

2.1 Fixed-Point Surveys

The QAWB will conduct fixed-point surveys twice a month for 12 consecutive months at pre-determined "Survey Points" on-site and off-site. A survey event will consist of three time periods, dawn, midday, and dusk. Survey time periods will generally last 2-3 hours. Two survey events will occur each month at on-site and off-site survey points separately. Each survey event will be completed over a 1-2 day period. The QAWB will record all wildlife observations within a 5-minute interval at each survey point. Observations at these locations are documented through the use of a grid system (paper or digital data collection). General observations will be collected during the survey events which will include any incidental wildlife observations made while traveling between stations. Binoculars and/or a spotting scope will be used to observe and identify wildlife.

On-Site Fixed Point Surveys

Approximately 6 pre-determined survey points will be used for on-site surveys (within the AOA). Survey points will be located along a drivable circuit on the AOA.

Off-Site Fixed Point Surveys

Approximately 4 pre-determined survey points will be used for off-site surveys. Generally, off-site survey points are located within 10,000 feet of the AOA and in locations to view arrival and departure corridors or known wildlife attractants. Off-site survey points will be located in areas where public access is available or approved access is granted from the property owner.

2.2 Spotlight Surveys

Spotlight surveys will be conducted quarterly, approximately 1-2 hours after sunset. The survey route will include the entirety of the AOA via vehicular surveys from the perimeter road and movement areas. The QAWB will record all wildlife observations and their locations using the grid system (paper or digital data collection).

2.3 Small-mammal Transects

The QAWB will establish several small-mammal (rodent) sampling transects in order to document presence or absence of small mammals on the airfield. Small-mammal transects will be surveyed twice during the 12-month data collection phase, once during spring and fall seasons. Traps are set in daylight hours and checked within 24 hours. Each seasonal survey consists of two consecutive trap nights with at least 50 total snap traps (varying sizes) set each night. The QAWB will coordinate the location and dates for trapping to avoid potential conflicts with airfield maintenance activities.

2.4 Quarterly Off-Airport Surveys

The QAWB will document observed or potential hazardous wildlife attractants within the 10,000-foot and 5-mile separation distances, as defined in FAA AC 150/5200-33C "Hazardous Wildlife Attractants on or Near Airports," during quarterly vehicular surveys. The QAWB will work with airport staff and stakeholders to identify areas with observed wildlife concentrations near the airport including arrival and departure corridors and known bird strike incident locations. If possible, the QAWB will gather information from pilots to assist in identifying high hazard locations. Survey routes will vary each quarter to target land uses or habitats with the potential to create hazardous wildlife attractants.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

2.5 Wildlife Cameras

The QAWB will work with airport staff to identify locations for 4 wildlife cameras to be deployed quarterly during fixed-point observations (4 camera survey events). All observations of wildlife will be documented. Camera locations may vary seasonally.

TASK 3 - DATA INPUT/ANALYSIS & WHA DOCUMENT

Wildlife observation data from the fixed-point and spotlight surveys will be entered into a database (GIS, Excel, or Access) for analysis. Other survey data will be used qualitatively when developing the WHA document.

The QAWB will develop the WHA document with the following Sections:

- **Executive Summary**
- **Section 1 Airport Setting** - General airport description, regional setting, regulatory overview (state and federal), and a description of the current wildlife hazard management program
- **Section 2 Analysis of Events that Prompted the Assessment** - The purposes of the WHA and a review of the FAA National Wildlife Strike Database for the airport.
- **Section 3 Wildlife Hazard Assessment Data Collection and Analysis** - A description of the study area, data collection methodology, results of surveys and data collection, and relative risk analysis.
- **Section 4 Identification of Hazardous Wildlife Attractants on and Near Airport** - Hazardous wildlife attractants in the AOA, airport property outside the AOA, within the 10,000-foot and 5-mile separation criteria, and synergistic or regional considerations.
- **Section 5 Description of Wildlife Hazards to Aircraft Operations** - Wildlife hazards by species group or species for birds, mammals, and other groups.
- **Section 6 Recommended Actions for Reducing Wildlife Hazards** - Passive, active and administrative management recommendations
- **Section 7 Conclusion**

The QAWB will meeting with airport staff and stakeholder to review the findings, results, and draft recommendations prior to submitting the Draft WHA document. The QAWB will develop a Draft WHA and submit the draft document to the airport for review and comment. Following review and comment input from the airport, the QAWB will produce a Final Draft WHA document for the airport's submittal to the FAA. The QAWB will provide assistance in responding to comments or questions from the FAA and provide a Final WHA document.

TASK 4 WILDLIFE HAZARD MANAGEMENT PLAN UPDATE

BWE will work with the airport and AID to update the airport's WHMP to reflect recommendations or other revisions upon completion of the WHA. This task includes up to one meeting to review the draft WHMP document. BWE will work with the airport and AID to address any questions from the FAA and prepare a final WHMP document.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

DELIVERABLES:

- **Draft WHA** (digital)
  Note: AID will provide full page graphics for airport location, general facilities map, FAA separation distances, soils, land use, wetlands, and protected species.
- **Final WHA** (digital)
- **DRAFT Updated WHMP** (digital)
- **FINAL WHMP**
  Note: AID to provide printing services for deliverables, if necessary.

FEE

Total Lump Sum Fee (includes all labor and expenses)**.....$73,866.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

P22007 - CGC Wildlife Hazard Assessment - Price Detail

Date: March 30, 2022

	QAWB	
	Brammell	
TASKS / BILLING RATES	$150.00	**COST**
TASK 1 - DATA COLLECTION AND PROJECT KICK-OFF MEETING	54	$8,100.00
TASK 2 - WILDLIFE OBSERVATIONS & DATA COLLECTION	328	$49,200.00
TASK 3 - DATA ANALYSIS & WHA DOCUMENT	80	$12,000.00
TASK 4 - WHMP Update	10	$1,500.00
TOTAL HOURS	472	
TOTAL LABOR COST		**$70,800.00**
EXPENSES		**$3,066.00**
TOTAL LUMP SUM FEE		**$73,866.00**

Expense Detail		
Travel Expenses (0.56/mile) 3,600 miles	$	2,016.00
Equipment	$	1,050.00
Total Expenses	$	3,066.00

TASK 2 - Survey hour assumptions:

On-site Fixed point surveys 3 hrs each, 6 surveys/month = 18 hr/monthX12 months = 216 hrs
2 trips a month, 2 hours travel each trip = 24X2 = 48 hrs
Spotlight Surveys 1 hr each 4 per year = 4 hrs
Small mammal transects 6hr each X 2/year = 12 hrs
Quarterly Off-Airport Surveys 3 hr/quarter = 3x4 = 12 hrs
Wildlife cameras = 3 hours quarterly, 3X12 = 36 total
Total hours = 328

Mileage assumptions

150 miles per survey, 2 survey days a month X12 months = 3,600
Total miles 3,600 x .56 = $2,016

Equipment

Small Mammal Traps 100 traps and bait @ avg $4.00 each = $400
Wildlife Cameras and SD Cards = $650
Total equipment = $1,050

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

January 4, 2022

Mr. Quincy D. Wylupek
Engineering Project Manager
Citrus County BOCC
3600 W. Sovereign Path
Lecanto, FL 34461

Subject: Wildlife Hazard Site Visit and Wildlife Hazard Management Plan
Crystal River Airport (CGC)
RFQ 21-095 - Work Authorization No. 1

Dear Quincy:

Please consider this Work Authorization No. 1 to provide Consulting Services for the Wildlife Hazard Site Visit and Wildlife Hazard Management Plan at Crystal River Airport for a LUMP SUM amount of $21,702.00. Attached is the scope and fee spreadsheet for your use.

Please let me know if you will need any additional information.

Sincerely,
American Infrastructure Development, Inc.

Mohsen Mohammadi, Ph.D., P.E.
Principal

Enclosures: WA No. 1 - Scope and Fee spread sheet

cc: Sabina Mohammadi (AID President – CEO)

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

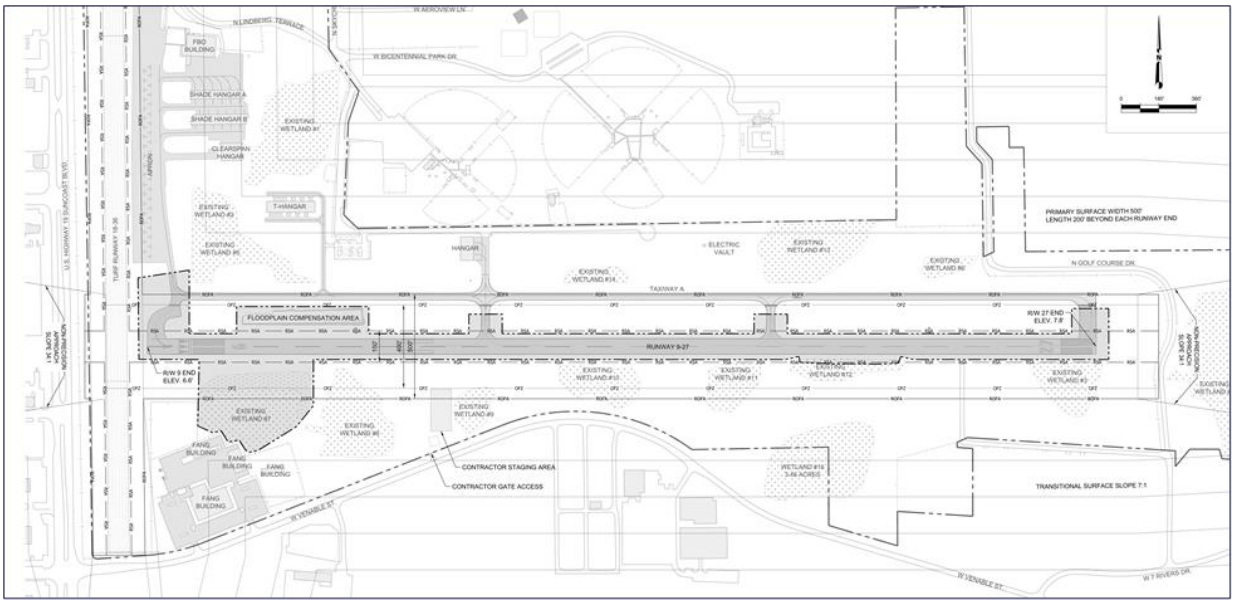
WORK ASSIGNMENT No. 1

WILDLIFE HAZARD SITE VISIT AND WILDLIFE HAZARD MANAGEMENT PLAN AT CRYSTAL RIVER AIRPORT (CGC)

Scope of Services

American Infrastructure Development, Inc. CONSULTANT will provide Professional Consulting services as requested by the County ("OWNER") at Crystal River Airport (CGC). The CONSULTANT will provide the following services for the project:

- Coordinate with the OWNER, FAA and Subconsultant Blue Wing Environmental, LLC. to provide a Wildlife Hazard Site Visit and Wildlife Hazard Management Plan of the wetlands south of Runway 9-27 at Crystal River Airport (CGC).



Deliverable

The CONSULTANT will submit pertinent information related to the removal of the wetlands south of Runway 9-27 to the OWNER.

Schedule

After receiving the Notice to Proceed (NTP) from the OWNER, the CONSULTANT will initiate the project. The work required to be performed by the CONSULTANT pursuant to this Work Assignment shall be completed within sixty (60) calendar days of receiving the NTP.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

FEE SUMMARY

TASK	Totals
Basic Services (Lump Sum)	
Wildlife Hazard Site Visit and Wildlife Hazard Management Plan	$21,702.00
Total Fees (Lump Sum):	**$21,702.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

EXHIBIT B
WILDLIFE HAZARD SITE VISIT AND WILDLIFE HAZARD MANAGEMENT PLAN AT
CRYSTAL RIVER AIRPORT (CGC)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

		Project Principal	Project Manager	Senior Engineer	Clerical	Totals
		$218.00	$186.00	$162.00	$79.00	
Wildlife Hazard Site Visit and Wildlife Hazard Management Plan						
1	Coordination with County		3			3
2	Coordination with Subconsultant		6		1	7
3	Compile and Review Collected Data		3		1	4
4	Coordination with FAA		2			2
	Total Labor Hours:	0	14	0	2	16
	Total Labor Costs:	$0.00	$2,604.00	$0.00	$158.00	$2,762.00
5	Wildlife Hazard Site Visit and Wildlife Hazard Management Plan					$18,940.00
						$21,702.00

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

BLUE WING ENVIRONMENTAL

PROPOSAL / SCOPE OF WORK

DATE: **December 14, 2021**

TO: Mohsen Mohammadi, Ph.D., P.E.-Principal
American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170, Tampa, Florida 33624

FROM: Sarah Brammell, Blue Wing Environmental, LLC

RE: CGC Wildlife Hazard Site Visit and Wildlife Hazard Management Plan

Blue Wing Environmental, LLC (BWE) will provide FAA Qualified Airport Wildlife Biologist (QAWB) Service to conduct a Wildlife Hazard Site Visit (WHSV) at Crystal River Airport (CGC). The QAWB will conduct a three-day WHSV and develop a report following the guidance in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans." Following the review of the WHSV report, BWE will develop a Wildlife Hazard Management Plan (WHMP) for the airport and FAA review.

SCOPE OF WORK

Task 1 – Data Collection, Coordination, and Initial Site Inspection

Data Collection - BWE's QAWB will coordinate with American Infrastructure Development, Inc (AID) staff to compile existing wildlife hazard management documents and information, including wildlife or environmental studies, wildlife observation logs or records, current airport/annual operations, and current wildlife concerns. BWE will obtain existing strike data from the FAA National Wildlife Strike Database and any additional strike data from the airport.

Pre-Survey Meeting and Field Inspection - A project kick-off meeting and field inspection of the airfield will be conducted with AID and airport staff prior to the initiation of surveys. This meeting and site review will provide the airport with a thorough overview of the project, final determination of fixed-point observation points, overview of the WHSV report deliverable, and project logistics. In addition, BWE will collect airport sponsor information, history of wildlife strikes at CGC, and determine if input from other airport stakeholders is warranted. Results of the field inspection will be included in the WHSV report. Following the initial meeting and site inspection, the QAWB will begin wildlife surveys.

Task 2 - Wildlife Surveys & Data Entry

As outlined in FAA AC 150/5200-38, the site visit will include the following elements:

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Over a three (3) day period, the QAWB will conduct:

- two (2) dawn surveys
- two (2) midday surveys
- two (2) dusk surveys, and
- one (1) spotlight surveys.

Wildlife surveys will be conducted within or in close proximity to the airport operations area (AOA). Final fixed-point observations will be determined following the initial site inspection in Task 1.

Fixed Point Survey Methodology - The QAWB will work will establish between 8-10 fixed point survey locations on and near the airfield. Wildlife observations will be conducted at each designated location for 5 minutes during each survey event. The QAWB will record all observation on a "Field Data Sheet" which includes the following fields: observation point ID, grid coordinates, species, number, activity, location, and any comments noted by the QAWB (e.g., direction of flight, juvenile animal, carrying nest material). The QAWB will use binoculars to make wildlife observations and move between points via vehicle. General wildlife observations while in transit between observation points will also be recorded. General observations are focused on high-risk species that may pose a threat to aviation; therefore smaller, low risk species may not be recorded. Survey time periods will include dawn, midday, and dusk. All surveys should be completed in approximately 2-3 hours of initiation unless delays are encountered due to airport requirements or severe weather. Dawn surveys will begin approximately 15 minutes before sunrise. Midday surveys will be started at approximately 11:00 AM and dusk surveys will be initiated approximately 2-3 hours prior to sunset.

Spotlight Survey Methodology - One spotlight survey will be conducted. This survey will be initiated approximately 1 hour after sunset. The QAWB will transit the airfield via paved or drivable surfaces with a spotlight and document all wildlife observed on the Field Data Sheet. The spotlight survey will only be conducted in the AOA. There is no time limit for this survey. Once the survey area has been thoroughly observed, the survey will be concluded.

Wildlife Cameras - Four (4) wildlife cameras will be installed within the survey area to photo document wildlife using the airfield or at potential access locations into the AOA. Cameras will be set starting on Day 1 and retrieved on Day 3. The QAWB will download pictures from the cameras to provide an additional source of wildlife presence/absence information.

General Area Survey - The QAWB will conduct one (1) general survey in the separation distance areas defined in FAA AC 150/5200-33C "Hazardous Wildlife Attractants on or Near Airports" (2020). The QAWB will drive to potential wildlife hazard attractants within the separation distance areas (where accessible) to document wildlife observations. For inaccessible areas, the QAWB will perform a desktop review from aerials and other natural resource data to identify potential wildlife hazard attractants.

Task 3 - Wildlife Hazard Site Visit Report

WHSV Report - The WHSV will include a summary of wildlife observations, wildlife strike data analysis, and the documentation of wildlife hazard attractants on or near the airport. The WHSV report will be prepared in accordance with FAA AC 150/5200-38. In addition to providing an overview of the airport setting, operations, and current wildlife hazard management program, the report will include the following key elements:

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

1. List of wildlife species or wildlife signs during the visit or identified as wildlife hazards by other sources
2. Federal and State status of the species observed
3. Habitat features that may encourage wildlife to use the airport
4. Natural and artificial wildlife attractants on or near the airport
5. Strike data analysis
6. Recommendations to:
   - Reduce wildlife hazards identified
   - Conduct an Assessment, if needed
   - Modify an existing WHMP, if needed/applicable
   - Improve communications
   - Short and long-term actions to reduce wildlife strike risks.

The WHSV report will address elements listed in FAA AC 150/5200-38 Appendix B "Airport Wildlife Hazard Site Visit and Report Checklist." BWE will prepare a draft WHSV report for review and comment. BWE will incorporate edits and provide a Final WHSV report. BWE will assist AID and the airport sponsor if there are any comments or questions related to the WHSV report received by review agencies.

DELIVERABLES:

- Draft WHSV Report (digital)
- Final WHSV Report (digital)

Task 4 Wildlife Hazard Management Plan

BWE's FAA Qualified Airport Wildlife Biologist will coordinate with staff to develop a WHMP. The WHMP document will include the following sections:

- Introduction
- Individuals having authority and responsibility for implementing the WHMP.
- List of recommendations based on the WHSV.
- State and Federal regulations and copies of all State and Federal wildlife control permits.
- List of existing and planned resources to implement the WHMP.
- A description of the procedures followed during aircraft operations.
- Procedure for review and evaluation of the WHMP.
- Procedure for training airport personnel who implement the WHMP.

BWE will provide AIG and CGC with a Draft WHMP in track changes format for their review and comment. Following review and incorporation of revisions, BWE will provide a Final WHMP document. BWE will assist AIG and CGC if comments or questions related to the WHMP are received from FAA.

DELIVERABLES:

- Draft WHMP (digital)
- Final WHMP (digital)

FEE

Total Lump Sum Fee (includes all labor and expenses).....**$18,940.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

CGC Wildlife Hazard Site Visit

Date: December 14, 2021

	QAWB	
	Brammell	
TASKS / BILLING RATES	$125.00	**COST**
TASK 1 - Data Collection, Coordination, and Initial Site Inspection	26	$3,250.00
TASK 2 - Wildlife Surveys & Data Entry	38	$4,750.00
TASK 3 - Wildlife Hazard Site Visit Report	38	$4,750.00
TASK 4 - Wildlife Hazard Management Plan	40	$5,000.00
TOTAL HOURS	102	
TOTAL LABOR COST		$17,750.00
EXPENSES (see detail below)		$1,190.00
TOTAL LUMP SUM FEE		**$18,940.00**

Expense Detail		
Wildlife Camera & SD Card - 4@$225/ea for two days	$	900.00
Mileage (4 round trips and survey miles = 520mi@.56=290)	$	290.00
TOTAL EXP	$	1,190.00

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Airport Improvement Program
Federal Assistance Request Checklist

APPLICATION CHECKLIST

Airport:	Crystal River Airport
Sponsor:	Citrus County, Florida, a political subdivision of the State of Florida
City, State:	Crystal River, Florida
Date of Application:	April 11, 2022

Cover Letter:

N/A Letter of Credit method of payment requested.
N/A Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
N/A If pre-application, proposed application date identified.
N/A If application, any changes to requested amount are identified and reasons provided.
N/A If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
N/A If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

X Standard Form 424 – Application for Federal Assistance and Associated Forms
X Standard Form 5100-100: Part II & Part III
X Program Narrative and Sketch
X Detailed Project Information Sheet
X Project Line-Item Cost Breakdown
X Project Specific Checklist
X Project Schedule
N/A CATEX
N/A Public Hearing Information
X Airport Sponsor Certifications
X Airport Layout Plan, Title Opinion, and Airport Property Map
X Project Contract/Scope and Fee
N/A Recommendation Letter & Bid Tabulation

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received	4. Application Identifier
	3-12-0156-013-2022

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
DOT/FAA	

State Use Only:

6. Date Received by State:		7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name:	Citrus County, Florida, a political subdivision of the State of Florida

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
59-6000548	72548563

d. Address:

* Street1:	718 North Lindbergh Drive
Street 2:	
* City:	Crystal River
County/Parish:	Citrus
* State:	FL
Province:	
Country:	United States
*Zip/ Postal Code:	34429

e. Organizational Unit:

Department Name:	Division Name:
Citrus County, Florida, a political subdivision of the State of Florida	Crystal River Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	First Name:	Quincy
Middle Name:			
* Last Name	Wylupek		
Suffix:			

Title:	Engineering Project Manager

Organizational Affiliation:
Citrus County, Florida, a political subdivision of the State of Florida

* Telephone Number:	(352) 527-5446	Fax Number:	(352) 527-5476

* Email:	quincy.wylupek@citrusbocc.com

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify)

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: Not Applicable

Title: Not Applicable

13. Competition Identification Number: Not Applicable

Title: Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Crystal River Airport - located in Crystal River, FL

* 15. Descriptive Title of Applicant's Project:

Wildlife Hazard Management Plan

Attach supporting documents as specified in agency instructions.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant:	FL-05	*b. Program/Project:	FL-05

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:	9/1/2022	*b. End Date:	2/1/2024

18. Estimated Funding ($):

*a. Federal	111,477.60
*b. Applicant	0.00
*c. State	8,172.96
*d. Local/CARES	4,213.44
*e. Other	0.00
*f. Program Income	0.00
*g. TOTAL	123,864.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☑ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☑ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.	First Name:	Ronald
Middle Name:	E.		
* Last Name	Kitchen		
Suffix:	Jr.		
*Title:	Chairman, Citrus County Board of County Commissioners		
*Telephone Number:	(352) 341-6560	Fax Number:	(352) 341-6584
* Email:	quincy.wylupek@citrusbocc.com		

*Signature of Authorized Representative:	*Date Signed:

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Not required for this project

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Confirmed

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Confirmed

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Confirmed

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not required for this project

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not required for this project

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

Confirmed

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Confirmed

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB EXPIRATION DATE: 6/30/2023

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. **20-106**

2. Functional or Other Breakout **Airport Improvement Program**

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount (Use only for Rvisions)	Adjustment + or (-) (Use only for Revisions)	
1. Administration expense	$2,400		$ 2,400.00
2. Preliminary expense			$ -
3. Land, structures. right-of-way			$ -
4. Architectural engineering basic fees			$ -
5. Other architectural engineering fees			$ -
6. Project inspection fees			$ -
7. Land development			$ -
8. Relocation expenses			$ -
9. Relocation payments to Individuals and businesses			$ -
10. Demolition and removal			$ -
11. Construction and project improvement			$ -
12. Miscellaneous - Wildlife Hazard Management Plan	$21,702		$ 21,702.00
13. Miscellaneous - Wildlife Hazard Assessment (12 month Assessment)	$99,762		$ 99,762.00
14. **Subtotal** *(Line 1 through 13)*	$123,864		$ 123,864.00
15. Estimated Income *(if applicable)*			$ -
16. Net Project Amount *(Line 14 minus 15)*	$123,864		$ 123,864.00
17. **Less:** Ineligible Exclusions (Section C, Line 23 g.)	$0		$ -
18 **Subtotal** (Line 16 through 17)	$123,864		$ 123,864.00
19 Federal Share requested of Line 19	$123,864		$ 123,864.00
20 Grantee share	$0		$ -
21 Other shares	$0		$ -
22 **Total project** *(Lines 19, 20 & 21)*	$123,864		$ 123,864.00

FAA Form 5100-100 (3/16) SUPERSEDS PREVIOUS EDITIONS

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

OMB CONSTROL NUMBER: 2120-0569 OMB
OBM EXPIRATION DATE: 6/30/2023

SECTION C - EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	$ -
b.	
c.	
d.	
e.	
f.	
Totals	$ -

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share	$ -
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	$ -
25.Other Shares	
a. State	$ 8,172.96
b. Other	$ 4,213.44
c. Total Other Shares	$ 12,386.40
26. TOTAL NON-FEDERAL-FINANCING	$ 12,386.40

SECTION E - REMARKS

(Attach sheets if additional space is required)

FAA Form 5100-100 (3/16) SUPERSEDES PREVIOUS EDITION

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

PART IV
PROGRAM NARRATIVE
WILDLIFE HAZARD MANAGEMENT PLAN

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569

1) PROJECT: Wildlife Hazard Management Plan

AIRPORT: Crystal River-Crystal River Airport (CGC)

1. Objective:

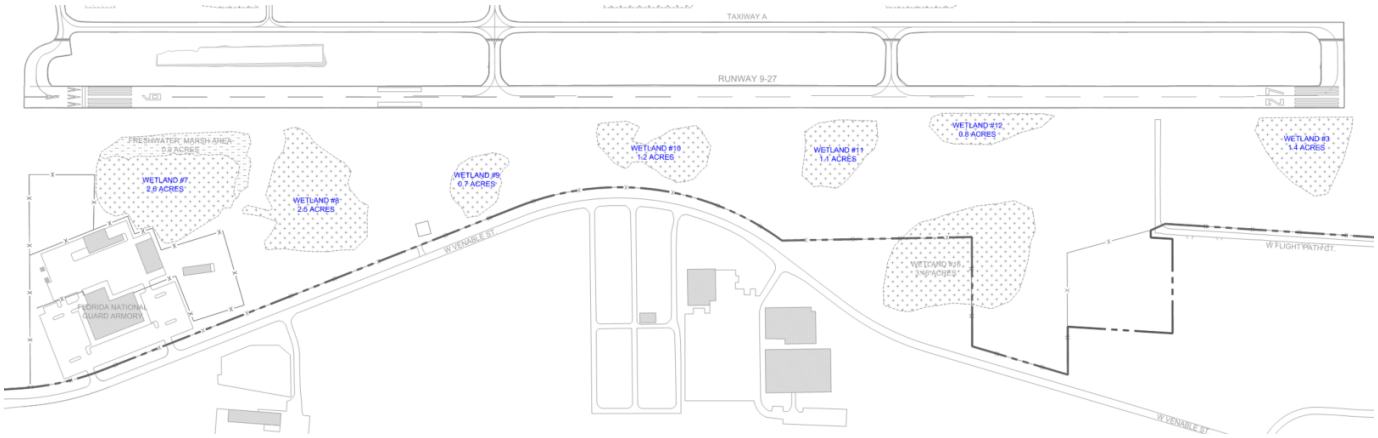
The County intends to conduct a 12-month Wildlife Hazard Assessment to update the existing Wildlife Hazard Management Plan.

2. Benefits Anticipated:

Minimize and manage wildlife hazards

3. Approach:

An FAA Qualified Airport Wildlife Biologist will conduct a 12-month Wildlife Hazard Assessment study and develop a report in accordance with FAA AC 150/5200-38 “Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.” Following the study, the existing Wildlife Hazard Management Plan be updated.



See Scope of Work.

4. Geographic Location:

Citrus County, Florida

See Sketches of Project Location.

5. If Applicable, Provide Additional Information:

See Approved Scope of Work when completed for the Final Application.

6. Sponsor’s Representative: *(incl. address & tel. no)*

Quincy Wylupek
Engineering Project Manager
Citrus County
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461
(352) 527 5446

FAA FORM 5100-100 (9-03) SUPERSEDES FAA FORM 5100-100 (6-73) PAGE 6

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Detailed Project Information Sheet
Airport Improvement Program
Grant Application

Wildlife Hazard Management Plan

Airport: Crystal River – Crystal River AIRPORT (CGC)

City, ST: Crystal River, Florida

Project Description: Wildlife Hazard Assessment

An FAA Qualified Airport Wildlife Biologist will conduct a 12-month Wildlife Hazard Assessment study and develop a report in accordance with FAA AC 150/5200-38 “Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.” Following the study, the existing Wildlife Hazard Management Plan be updated.

Special Circumstances: None

Project Cost Information:

Total Cost	FAA Share (90%)	State (8%)	Local (2%)
$123,864.00	$111,477.60	$8,172.96	$4,213.44

Type of Funding Proposed			
CGC NP 2022 Entitlements	$111,477.60		
CGC NP 2022 Discretionary	$0		
Total	$111,477.60		

Alternate Funding Plan: Citrus County will utilize FDOT and local funds

Note:
FDOT Eligible Share – 8% of Admin Cost and Wildlife Hazard Assessment Only
LOCAL Share – 2% of Admin Cost and Wildlife Hazard Assessment and 10% of Wildlife Site Visit.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Crystal River Airport (CGC)
PROJECT COSTS

	Wildlife Hazard Management Plan	Total Project Cost
Administrative Costs	$2,400.00	***$2,400.00***
Engineering Basic Fees		
Miscellaneous Fees		
Wildlife Hazard Management Plan	$21,702.00	***$21,702.00***
Wildlife Hazard Assessment (12 month Assessment)	$99,762.00	***$99,762.00***
Project Inspection Fees		
Total Engineering Fees	**$121,464.00**	**$121,464.00**
Total Project Costs	**$123,864.00**	**$123,864.00**

Total Administrative Costs	**$2,400.00**
Total Engineering Costs	**$121,464.00**
Total Project Cost (100%)	**$123,864.00**
Total FAA Eligible Share (90%)	**$111,477.60**
Total FDOT Eligible Share (8%) - See note 1 below	**$8,172.96**
Total LOCAL Share (2%) - see note 2 below	**$4,213.44**

Note 1: 8% of Admin cost and Wildlife Hazard Assessment Only
Note 2: 2% of Admin cost and Wildlife Hazard Assessment and 10% of Wildlife Site Visit

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Crystal River Airport

Wildlife Hazard Management Plan

PROPOSED PROJECT SCHEDULE

Proposed Project Schedule:	Dates:
Pre-Application Submittal to FAA	November 2021
Grant Application Submittal to FAA	April 2022
Grant Offer	August 2022
Execution of FAA Grant	September 2022
Notice to Proceed to Contractor	October 2022
Substantial Completion	December 2023
Project and Grant Close-Out	February 2024

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Project Specific Checklist
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Project Description:

Wildlife Hazard Management Plan

Airport Name / City, FL:

CRYSTAL RIVER AIRPORT/ CRYSTAL RIVER, FLORIDA

	Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)	Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	Y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Section 3-3 Airport Development		
b.	Is the project justifiied? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	Y		
c.	Is the project on airport property (with good title)?	Y		
cc.	Date of your current Airport Exhibit A on file in ADO:	2/1/2019		
d.	Is the project on the FAA approved airport layout plan?	Y		
dd.	Identify date of FAA approved ALP on file in the ADO:	2019		
e.	Has the Sponsor satisfied the intergovernmental review and airport user	Y		
f.	Has the FAA completed an environmental finding for the project?	Y		
ff.	Provide date of environmental finding/Cat. Ex.?	N/A		
g.	Will the project result in a usable unit of work?	Y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	Y		
hh.	If applicable, identify date MOS was approved by FAA.	N/A		
i.	Has the project been procurred correctly?	Y		
j.	Are the project costs allowable?	Y		
k.	Are the project costs necessary to accomplish the project? (Project costs are directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section 12).	Y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).	Y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14). See Engineer's Estimate, Bid Tabs, and sponsor letter.	Y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	Y		
o.	Are the project costs within the allowable federal share?	Y		
p.	Can the project be completed without unreasonable delay?	Y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.	Immediately		
	<u>If discretionary funding is being requested for this project answer the following:</u>			
1	Is this project phased?	N		
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application ?			
	<u>If funding requested for this project is for an LOI, provide the following:</u>			
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☐ Yes ☒ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Crystal River - Crystal River Airport
Address: Crystal River, Florida

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Name of Sponsor’s Authorized Official: Ronald E. Kitchen Jr.

Title of Sponsor’s Authorized Official: Chairman, Citrus County Board of County Commissioners

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Crystal River - Crystal River Airport

Name of Sponsor's Authorized Official: Ronald E. Kitchen Jr.

Title of Sponsor's Authorized Official: Chairman, Citrus County Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Florida

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☐ Yes ☐ No ☒ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: Citrus County, Florida, a political subdivision of the S

Name of Sponsor’s Authorized Official: Ronald E. Kitchen Jr.

Title of Sponsor’s Authorized Official: Chairman, Citrus County Board of County Commissioners

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Citrus County, Florida, a political subdivision of the State of Flor

Airport: Crystal River - Crystal River Airport

Project Number: 3-12-0156-013-2022

Description of Work: Wildlife Hazard Management Plan

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Citrus County, Florida, a political subdivision of the

Name of Sponsor's Authorized Official: Ronald E. Kitchen Jr.

Title of Sponsor's Authorized Official: Chairman, Citrus County Board of County Commissioners

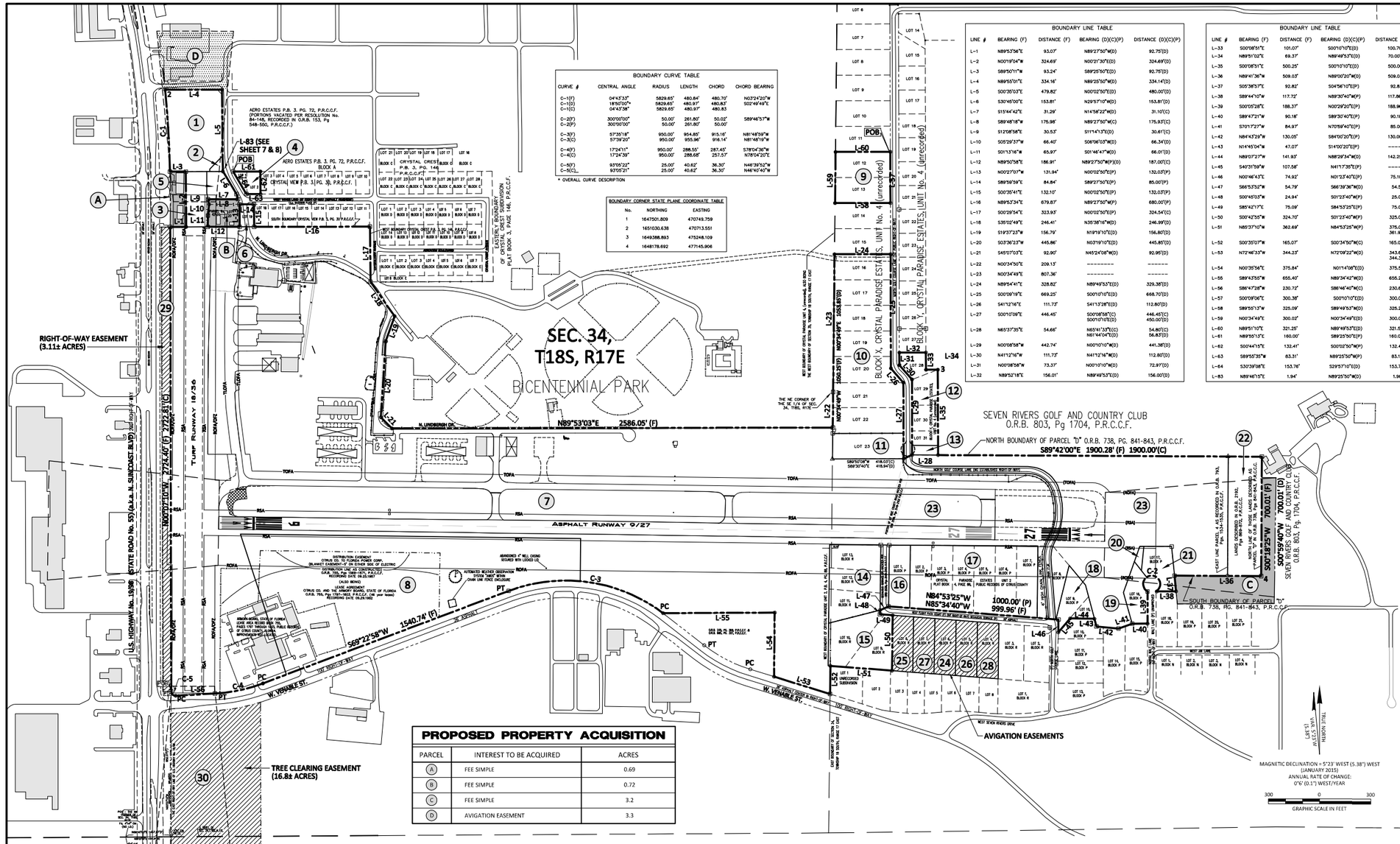
Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)



BOUNDARY CURVE TABLE

CURVE #	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C-1(F)	04°43'33"	5829.65'	480.84'	480.70'	N03°24'20"W
C-1(D)	18°50'00"=	5829.65'	480.97'	480.83'	S02°49'49"E
C-1(C)	04°43'38"	5829.65'	480.97'	480.83	
C-2(F)	300°00'00"	50.00'	261.80'	50.02'	S89°46'57"W
C-2(P)	300°00'00"	50.00'	261.80'	50.00'	
C-3(F)	57°35'18"	950.00'	954.85'	915.16'	N81°48'59"W
C-3(C)	57°39'20"	950.00'	955.96'	916.14'	N81°48'18"W
C-4(F)	17°24'11"	950.00'	288.55'	287.45'	S78°04'36"W
C-4(C)	17°24'39"	950.00'	288.68'	287.57'	N78°04'20"E
C-5(F)	93°05'22"	25.00'	40.62'	36.30'	N46°39'52"W
C-5(C)_	93°05'21"	25.00'	40.62'	36.30'	N46°40'40"W

* OVERALL CURVE DESCRIPTION

BOUNDARY CORNER STATE PLANE COORDINATE TABLE

No.	NORTHING	EASTING
1	1647501.809	470749.759
2	1651030.638	470713.551
3	1649388.893	475248.109
4	1648178.692	477145.906

BOUNDARY LINE TABLE

LINE #	BEARING (F)	DISTANCE (F)	BEARING (D)(C)(P)	DISTANCE (D)(C)(P)
L-1	N89°53'56"E	93.07'	N89°27'50"W(D)	92.75'(D)
L-2	N00°19'04"W	324.69'	N00°21'30"E(D)	324.69'(D)
L-3	S89°50'11"W	93.24'	S89°25'50"E(D)	92.75'(D)
L-4	N89°55'01"E	334.16'	N89°25'50"W(D)	334.14'(D)
L-5	S00°35'03"E	479.82'	N00°02'50"E(D)	480.00'(D)
L-6	S30°45'00"E	153.81'	N29°57'10"W(D)	153.81'(D)
L-7	S15°44'42"E	31.29'	N14°58'22"W(D)	31.10'(C)
L-8	S89°48'18"W	175.98'	N89°27'50"W(C)	175.97'(C)
L-9	S12°08'58"E	30.53'	S11°41'37"E(D)	30.61'(C)
L-10	S05°29'37"W	66.40'	S06°06'03"W(D)	66.34'(D)
L-11	S01°13'16"W	65.97'	S01°46'47"W(D)	66.01'(D)
L-12	N89°50'58"E	186.91'	N89°27'50"W(P)(D)	187.00'(C)
L-13	N00°23'07"W	131.94'	N00°02'50"E(P)	132.03'(P)
L-14	S89°59'59"E	84.84'	S89°27'50"E(P)	85.00'(P)
L-15	S00°35'41"E	132.10'	N00°02'50"E(P)	132.03'(P)
L-16	N89°53'34"E	679.87'	N89°27'50"W(P)	680.00'(P)
L-17	S00°29'54"E	323.93'	N00°02'50"E(P)	324.54'(C)
L-18	S35°02'49"E	246.41'	N35°38'16"W(D)	246.99'(D)
L-19	S19°37'23"W	156.79'	N19°16'10"E(D)	156.80'(D)
L-20	S03°36'23"W	445.86'	N03°19'10"E(D)	445.85'(D)
L-21	S45°07'03"E	92.90'	N45°24'08"W(D)	92.95'(D)
L-22	N00°34'50"E	209.13'	----------	-------
L-23	N00°34'49"E	807.36'	----------	-------
L-24	N89°54'41"E	328.82'	N89°49'53"E(D)	329.38'(D)
L-25	S00°08'19"E	669.25'	S00°10'10"E(D)	668.70'(D)
L-26	S41°12'16"E	111.73'	S41°13'28"E(D)	112.80'(D)
L-27	S00°10'09"E	446.45'	S00°08'58"(C) S00°10'10"E(D)	446.45'(C) 450.00'(D)
L-28	N65°37'35"E	54.66'	N65°41'33"E(C) N61°44'04"E(D)	54.80'(C) 56.83'(D)
L-29	N00°08'58"W	442.74'	N00°10'10"W(D)	441.38'(D)
L-30	N41°12'16"W	111.73'	N41°12'16"W(D)	112.80'(D)
L-31	N00°08'58"W	73.37'	N00°10'10"W(D)	72.97'(D)
L-32	N89°52'18"E	156.01'	N89°49'53"E(D)	156.00'(D)

BOUNDARY LINE TABLE

LINE #	BEARING (F)	DISTANCE (F)	BEARING (D)(C)(P)	DISTANCE (D)(C)(P)
L-33	S00°08'51"E	101.07'	S00°10'10"E(D)	100.70'(D)
L-34	N89°51'02"E	69.37'	N89°49'53"E(D)	70.00'(D)
L-35	S00°08'51"E	500.25'	S00°10'10"E(D)	500.00'(D)
L-36	N89°41'36"W	509.03'	N89°00'20"W(D)	509.03'(D)
L-37	S05°38'57"E	92.82'	S04°56'10"E(P)	92.83'(C)
L-38	S89°44'10"W	117.72'	N89°30'40"W(P)	117.66'(P)
L-39	S00°05'28"E	188.37'	N00°29'20"E(P)	188.96'(P)
L-40	S89°47'21"W	90.18'	S89°30'40"E(P)	90.18'(P)
L-41	S70°17'27"W	84.97'	N70°59'40"E(P)	85.00'(P)
L-42	N84°43'28"W	130.05'	S84°00'20"E(P)	130.00'(P)
L-43	N14°45'04"W	47.07'	S14°00'20"E(P)	-------
L-44	N89°07'27"W	141.93'	N88°28'34"W(D)	142.25'(D)
L-45	S40°31'59"W	107.58'	N41°17'35"E(P)	-------
L-46	N00°46'43"E	74.92'	N01°23'40"E(P)	75.10'(P)
L-47	S66°53'52"W	54.79'	S66°39'36"W(D)	54.57'(D)
L-48	S00°46'03"W	24.94'	S01°23'40"W(P)	25.00'(P)
L-49	S85°42'17"E	75.09'	S84°53'25"E(P)	75.00'(P)
L-50	S00°42'55"W	324.70'	S01°23'40"W(P)	325.00'(P)
L-51	N85°37'10"W	362.69'	N84°53'25"W(P)	375.00'(P) 361.98'(C)
L-52	S00°35'07"W	165.07'	S00°34'50"W(C)	165.00'(C)
L-53	N72°46'33"W	344.23'	N72°09'22"W(D)	343.60'(D) 344.36'(C)
L-54	N00°35'56"E	375.84'	N01°14'08"E(D)	375.50'(D)
L-55	S89°43'55"W	655.40'	N89°34'42"W(D)	655.28'(D)
L-56	S86°47'28"W	230.72'	S86°46'40"W(C)	230.64'(C)
L-57	S00°09'06"E	300.38'	S00°10'10"E(D)	300.00'(D)
L-58	S89°55'13"W	325.09'	S89°49'53"W(D)	325.24'(D)
L-59	N00°34'49"E	300.02'	N00°34'49"E(D)	300.02'(D)
L-60	N89°51'10"E	321.25'	N89°49'53"E(D)	321.53'(D)
L-61	N89°55'13"E	160.00'	S89°25'50"E(P)	160.00'(P)
L-62	S00°44'15"E	132.41'	S00°02'50"W(P)	132.41'(P)
L-63	S89°55'35"W	83.31'	N89°25'50"W(P)	83.14'(C)
L-64	S30°39'08"E	153.76'	S29°57'10"E(D)	153.77'(D)
L-83	N89°46'15"E	1.94'	N89°25'50"W(D)	1.96'(C)

PROPOSED PROPERTY ACQUISITION

PARCEL	INTEREST TO BE ACQUIRED	ACRES
A	FEE SIMPLE	0.69
B	FEE SIMPLE	0.72
C	FEE SIMPLE	3.2
D	AVIGATION EASEMENT	3.3

LEGEND

ITEM	EXISTING	FUTURE
AIRPORT PROPERTY LINE		
AIRFIELD PAVEMENT		
BUILDINGS		
ROADS & PARKING		
FENCE	x x x	N/A
RUNWAY SAFETY AREA	RSA	(RSA)
RUNWAY OBJECT FREE AREA	ROFA	(ROFA)
TAXIWAY OBJECT FREE AREA	TOFA	(TOFA)
TAXILANE OBJECT FREE AREA	TLOFA	N/A
PAVEMENT TO BE REMOVED	N/A	
PROPERTY ACQUISITION	N/A	
EASEMENTS (AVIGATION, TREE CLEARING, RIGHT-OF-WAY)		

AIRPORT SPONSOR APPROVAL

THIS AIRPORT DRAWING IS APPROVED BY:

(SIGNATURE) _____ DATE: 11/14/17

NAME: QUINCY D. WYLUPEK

TITLE: ENGINEERING PROJECT MANAGER

PROPERTY ACQUISITION TABLE

No.	AK#	Parcel ID #	Grantor	Grantee	County Interest Held (i.e., fee simple, easement)	Year Acquired	Acreage	Conveyance Instrument	Book & Page	FAA Aid Project #	Easements	Encumbrances
1	1102553	17E18S34 41300	Robert A. Willis, Jr. & Walter Talley, Jr.	Citrus County	Fee Simple	2005	3.53 +/-	Warranty Deed & Corrective Warranty Deed	1842/397 & 2049/2104	N/A		
2	2273828	17E18S34 41320	Waldenese D. Malouf, Esq. & Jeanette Malouf	Citrus County	Fee Simple	2008	0.08 +/-	Warranty Deed	2229/525 & 2458/1045	N/A		
3	1102618	17E18S34 42425	Joan Anderson McGowan	Citrus County	Fee Simple	1976	0.84 +/-	Warranty Deed	431/747 (Loss 646/142)	N/A		
4	1103266	17E18S34020 0010	Vera Georgievna Markey a/k/a Vera Georgiana Markey	Citrus County	Fee Simple	2009	0.33 +/-	Warranty Deed	2311/562 & 2311/2320	N/A		
5	1102586	17E18S34 42410	Vera Georgievna Markey a/k/a Vera Georgiana Markey	Citrus County	Fee Simple	2009	0.49 +/-	Warranty Deed	2311/562 & 2311/2320	N/A		
6	2620331	17E18S34020 0190	Joan Anderson McGowan	Citrus County	Fee Simple	1990	0.3 +/-	Warranty Deed	886/13/1	N/A		
7	3472776	17E18S34 12300	Bayview Homes Company	Citrus County	Fee Simple	1947	106.88 +/-	Warranty Deed	DB 99/502	N/A	627/1329, 678/702, 678/705, 958/533, 991/248, 1316/1097 corrected in 1326/260, 2007/1628, 2474/1397	Mineral Deed DB 80/253
			W. Ted Garraway, Faye Wilkins Garraway, Walter R. Uhler and Clora E. Uhler	Citrus County	Fee Simple	1960		Warranty Deed	95/190	N/A		
			Edwina R. Hutchinson	Citrus County	Fee Simple	1977		Warranty Deed	479/239	N/A		
			Florida Power Corporation	Citrus County	Fee Simple	1981		Fee Simple Deed	574/1702	N/A		
			Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1990		Warranty Deed	880/941 & 885/327	N/A		
8	2334495	17E18S34 24400	Bayview Homes Company	Citrus County	Fee Simple	1947	22.12 +/-	Warranty Deed	DB 99/502	N/A	501/103 & 755/1569	Lease Agreement 603/986
9	3506330	17E18S35 16DX0 0120	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	2.23 +/-	Warranty Deed	2594/2073 & 2596/1553	N/A		
10	3125616	17E18S35 16DX0 0160	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	8.66 +/-	Warranty Deed	2594/2073 & 2596/1553	N/A		
11	2771267	17E18S35 16DX0 0230	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	1.44 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
12	2688831	17E18S35 16DY0 0280	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	1.93 +/-	Warranty Deed	2594/2073 & 2596/1553	N/A		
13	2771259	17E18S35 16DY0 0311	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	0.19 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
14	2015217	17E18S35300020 000R0 0110	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	2.89 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
15	2010631	17E18S35300020 000R0 0090	Gulf to Lake Associates, LLP formerly Gulf to Lake Associates, LTD	Citrus County	Fee Simple	2013	2.62 +/-	Warranty Deed	2594/2062 & 2596/1561	N/A		
16	1105749	17E18S35300020 000P0 0010	John Duncan Taylor	Citrus County	Fee Simple	1993	1.04 +/-	Warranty Deed	1002/796 & 1010/2041	N/A		
17	2010266	17E18S35300020 000P0 0020	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	6.79 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
18	2010347	17E18S35300020 000P0 0090	Gulf to Lake Associates, LTD	Citrus County	Fee Simple	1994	1 +/-	Corporate Warranty Deed	1060/1768 & 1066/592	N/A		
19	1105781	17E18S35300020 000P0 0150	Rosario N. Damato	Citrus County	Fee Simple	1994	0.8 +/-	Warranty Deed	1050/1745 & 1056/572	N/A		
20	2771275	17E18S35300020 000P0 0171	Carl B. Moore, Jr. and Thelma J. Moore	Citrus County	Fee Simple	1994	0.11 +/-	Warranty Deed	1060/1039, 1066/854 & 1071/1266	N/A		
21	2010401	17E18S35300020 000P0 0170	Fred Mortimer Jr. and Amanda Mortimer Fred Mortimer Sr. and Judy Mortimor	Citrus County	Fee Simple	2012	.87 +/-	General Warranty Deed	2456/2131	N/A		
					Fee Simple	2012		General Warranty Deed	2459/2132	N/A		
22	2688823	17E18S35 31000	JoAnne W. Logue, Ind and as PR of the Est of James W. Logue, dec	Citrus County	Fee Simple	2008	3.18 +/-	Warranty Deed	2192/889	N/A		
23	2579617	17E18S35 70000	Dennis Brossiel and Barbara Brossiel	Citrus County	Fee Simple	1988	32.39 +/-	Warranty Deed	775/1958	N/A		
			Anthony Spalletta and Lucille Spalletta	Citrus County	Fee Simple	1988		Warranty Deed	777/431	N/A		
			William M. Odell and Ruth Odell	Citrus County	Fee Simple	1988		Warranty Deed	777/432	N/A		
			Shields D. Gay, Jr. and Helen P. Gay	Citrus County	Fee Simple	1988		Warranty Deed	777/435	N/A		
			Beatrice M. Cook	Citrus County	Fee Simple	1988		Warranty Deed	783/1786	N/A		
			Stevie D. Schmaltz and Dorothy M. Schmaltz	Citrus County	Fee Simple	1988		Warranty Deed	785/279	N/A		
			Gulf to Lakes Associates Limited	Citrus County	Fee Simple	1988		Warranty Deed	793/1534	N/A		
			Crystal Paradise Estates, Inc.	Citrus County	Fee Simple	1982		Warranty Deed	593/463 & 2456/1981	N/A		
24	2010550	17E18S35300020 000R0 0060	Marvin L Williams Jr & Teana D Williams	JPA High Performance Inc	Easement	2013	0.93 +/-	Warranty Deed	2594/928	N/A	Crystal Paradise Ests L6 Blk R - Airport Avigation Easement 881/947	
25	2010614	17E18S35300020 000R0 0080	Kendall C & Wanda L Sentz	Timothy E & Judith A Smith	Easement	2003	0.93 +/-	Warranty Deed	1348/2453	N/A	Crystal Paradise Ests L8 Blk R - Airport Avigation Easement 881/951	
26	2010533	17E18S35300020 000R0 0050	Frank & Patricia Wade	Gregory I. & Colleen Floyd	Easement	1997	0.93 +/-	Warranty Deed	1208/851	N/A	Crystal Paradise Ests L5 Blk R - Airport Avigation Easement 881/955	Intellocal Agreement 265/296 & Amendments 308/409
27	2010584	17E18S35300020 000R0 0070	Loree B. Hinely	Michael L. Monzel	Easement	2007	0.93 +/-	Warranty Deed	2183/2413	N/A	Crystal Paradise Ests L7 Blk R - Airport Avigation Easement 881/959	
28	2010509	17E18S35300020 000R0 0040	Herbert E & Marian L Zimmerman	James A & Diane E Paquet	Easement	2015	0.93 +/-	Warranty Deed	2665/425	N/A	Crystal Paradise Ests L4 Blk R - Airport Avigation Easement 894/309	
29			Florida Department of Transportation, Lessor	Citrus County, Lessee	Lease Hold	2004	3.11 +/-	Lease Agreement	Unrecorded	N/A	Unrecorded Lease Agreement dated 2/16/2006	
30	1102138	17E18S34 22200	Arthur Koblish, as Trustee, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/279	N/A	Tree Clearing Easement 2519/1684	
			John J. Schick, Jr., a married man, etal, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/285	N/A	Tree Clearing Easement 2519/1684	
31	1113512	17E19S03 10000	Arthur Koblish, as Trustee, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/279	N/A	Tree Clearing Easement 2519/1684	
			John J. Schick, Jr., a married man, etal, as to an undivided 1/2 interest	RIF 304, LLC	Easement	2003		Warranty Deed	1582/285	N/A	Tree Clearing Easement 2519/1684	

NO.	REVISIONS	BY	APP.	DATE

AIRPORT PROPERTY INVENTORY MAP EXHIBIT "A"

CRYSTAL RIVER AIRPORT
CITRUS COUNTY, FLORIDA

PREPARED FOR
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
AIRPORT CONSULTANTS

URS

DESIGNED: CITRUS–COUNTY
DRAWN: – CHECKED: –
PROJECT MANAGER: HK
PROJECT DIRECTOR: HK
DATE: 11/17

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ATTACHMENT A
SCOPE OF SERVICES

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

WORK AUTHORIZATION No. 3

WILDLIFE HAZARD ASSESSMENT
AT
CRYSTAL RIVER AIRPORT (CGC)

Scope of Services

American Infrastructure Development, Inc. CONSULTANT will provide Professional Consulting services as requested by the County ("OWNER") at Crystal River Airport (CGC). The CONSULTANT will provide the following services for the project.

The CONSULTANT will coordinate with the OWNER, FAA, FDOT, and Subconsultants to prepare a Wildlife Hazard Assessment (WHA) at Crystal River Airport (CGC). The FAA Qualified Airport Wildlife Biologist (QAWB) will conduct a 12-month study and develop a report following the guidance in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans." Following the FAA review of the WHA report, the existing Wildlife Hazard Management Plan (WHMP) will be updated. Activities will include data collection, wildlife observations, and fixed-point surveys with wildlife camera deployment. **See attached Exhibit**.

Deliverable

The CONSULTANT will submit a Wildlife Hazard Assessment Report to the OWNER and the FAA as part of the process to remove the existing wetlands. It is anticipated that the OWNER will purchase mitigation credits for the removal of the wetlands and that no wetland mitigation will be conducted on or around the Airport.

Schedule

After receiving the Notice to Proceed (NTP) from the OWNER, the CONSULTANT will initiate the project. The work required to be performed by the CONSULTANT pursuant to this Work Authorization shall be completed within two years from NTP.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

EXHIBIT B
WILDLIFE HAZARD ASSESSMENT
CRYSTAL RIVER AIRPORT (CGC)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

FEE SUMMARY

TASK	Totals
Special Services (Lump Sum)	
Wildlife Hazard Assessment	$99,762.00
Total Fees (Lump Sum):	**$99,762.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

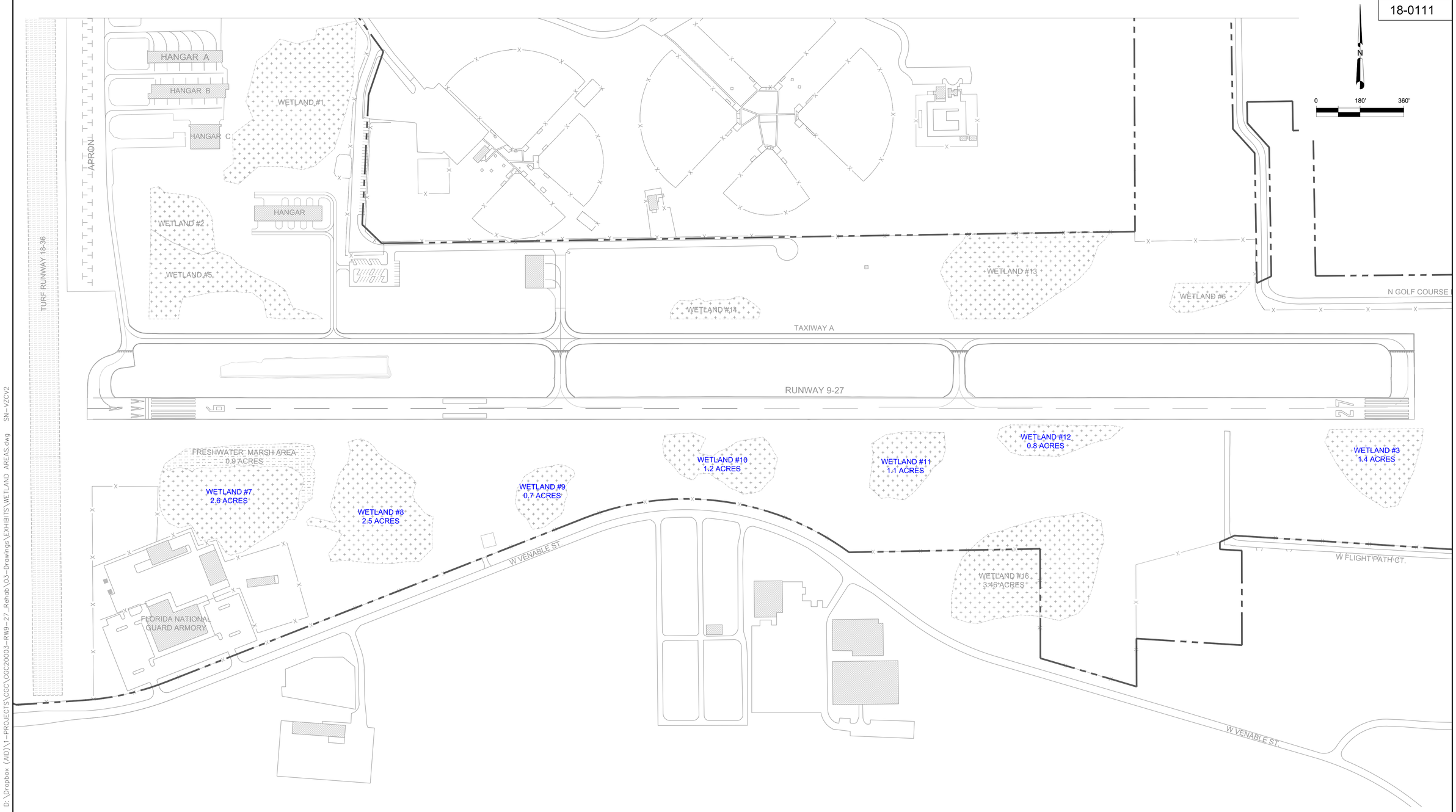
EXHIBIT B
WILDLIFE HAZARD ASSESSMENT
CRYSTAL RIVER AIRPORT (CGC)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

	Project Principal	Project Manager	Senior Engineer	Planner/ Engineer	Senior Designer	Designer	Clerical	Totals
	$218.00	$186.00	$162.00	$133.00	$96.00	$88.00	$79.00	
Project Management and Coordination								
1 Coordination with County & Manage Project		16		32			8	56
2 Coordination with Subconsultant		4		20			4	28
3 Prepare Exhibits for the Report				4	24		4	32
4 Review Documents at Every Stage		8		40			8	56
5 Coordination with FAA		20						20
Total Labor Hours:	0	48	0	96	24	0	24	192
Total Labor Costs:	$0.00	$8,928.00	$0.00	$12,768.00	$2,304.00	$0.00	$1,896.00	$25,896.00
5 Wildlife Hazard Assessment								$73,866.00
Total Costs (Lump Sum):								**$99,762.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

PROJECT NO.
18-0111



P.M.S. No.:	CITRUS COUNTY, FLORIDA	WILDLIFE HAZARD ASSESSMENT	PROJECT AREA
F.B. No.:	CONSTRUCTION PLANS		
PGS.:	CRYSTAL RIVER AIRPORT		
DESIGN: YY	718 NORTH LINDBERGH DR. CRYSTAL RIVER, FL 34429 352-795-6868	AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. 3810 NORTHDALE BLVD. SUITE 170 TAMPA, FL 33624 OFFICE: 813-374-2200	MOHSEN MOHAMMADI, P.E. FLORIDA P.E. LIC. NO. 47813
CHECKED: MM			
DATE MAR. 2021			

NO.	DATE	REVISION	APP'D. BY

SCALE: AS SHOWN
DATE: MARCH 2021
PLAN SET: ISSUED FOR BID
SEC 34 & 35, T18, R17
SHEET# EXHIBIT

Mon, 27 Sep 2021 – 3:58pm D:\Dropbox (AID)\1-PROJECTS\CGC\CGC20003-RW9-27_Rehab\03-Drawings\EXHIBITS\WETLAND AREAS.dwg SN-VZCV2

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

BLUE WING ENVIRONMENTAL

PROPOSAL / SCOPE OF WORK

DATE: **March 30, 2022**

TO: Mohsen Mohammadi, Ph.D., P.E.-Principal
American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170, Tampa, Florida 33624

FROM: Sarah Brammell, Blue Wing Environmental, LLC

RE: CGC Wildlife Hazard Assessment

Blue Wing Environmental, LLC (BWE) will provide FAA Qualified Airport Wildlife Biologist (QAWB) services to conduct a Wildlife Hazard Assessment (WHA) at Crystal River Airport (CGC). The QAWB will conduct a 12-month study and develop a report following the guidance in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans." Following the FAA review of the WHA report, BWE will work with the client to update the existing Wildlife Hazard Management Plan (WHMP).

SCOPE OF WORK

TASK 1 – DATA COLLECTION AND PROJECT KICK-OFF MEETING

This task includes data collection in advance of the wildlife observation tasks will include a review of the airport's wildlife strike data from the FAA's National Wildlife Strike Database and, if available, airport operator wildlife strike data records. Review of available data related to current or previous wildlife observations, site visits, or assessment, wildlife control actions (airport and contractors), environmental reports included National Environmental Policy Act (NEPA) documentation on the airfield (specific to potential natural resource impacts and/or mitigation areas), federal and state listed/protected wildlife species or habitats, and recent aerial photographs. Available information on the airport's current operation statistics, airport stakeholder/user groups, and planned or known infrastructure improvements or changes to the airport setting/surrounding area (land use) will be reviewed. Initial coordination with airport staff will be completed to review current available data and determine the final methodology and observation areas for the data collection phase.

This task includes up to four additional project meetings which includes the project kick-off meeting, a stakeholder meeting, a 6-month data review, draft recommendation review, and final document presentation. Meeting events and schedules will be determined by the airport client and Prime Consultant, American Infrastructure Development, Inc. (AID).

TASK 2 - WILDLIFE OBSERVATIONS & DATA COLLECTION

Data collection will follow the guidance outlines in FAA AC 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans."

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

2.1 Fixed-Point Surveys

The QAWB will conduct fixed-point surveys twice a month for 12 consecutive months at pre-determined "Survey Points" on-site and off-site. A survey event will consist of three time periods, dawn, midday, and dusk. Survey time periods will generally last 2-3 hours. Two survey events will occur each month at on-site and off-site survey points separately. Each survey event will be completed over a 1-2 day period. The QAWB will record all wildlife observations within a 5-minute interval at each survey point. Observations at these locations are documented through the use of a grid system (paper or digital data collection). General observations will be collected during the survey events which will include any incidental wildlife observations made while traveling between stations. Binoculars and/or a spotting scope will be used to observe and identify wildlife.

On-Site Fixed Point Surveys

Approximately 6 pre-determined survey points will be used for on-site surveys (within the AOA). Survey points will be located along a drivable circuit on the AOA.

Off-Site Fixed Point Surveys

Approximately 4 pre-determined survey points will be used for off-site surveys. Generally, off-site survey points are located within 10,000 feet of the AOA and in locations to view arrival and departure corridors or known wildlife attractants. Off-site survey points will be located in areas where public access is available or approved access is granted from the property owner.

2.2 Spotlight Surveys

Spotlight surveys will be conducted quarterly, approximately 1-2 hours after sunset. The survey route will include the entirety of the AOA via vehicular surveys from the perimeter road and movement areas. The QAWB will record all wildlife observations and their locations using the grid system (paper or digital data collection).

2.3 Small-mammal Transects

The QAWB will establish several small-mammal (rodent) sampling transects in order to document presence or absence of small mammals on the airfield. Small-mammal transects will be surveyed twice during the 12-month data collection phase, once during spring and fall seasons. Traps are set in daylight hours and checked within 24 hours. Each seasonal survey consists of two consecutive trap nights with at least 50 total snap traps (varying sizes) set each night. The QAWB will coordinate the location and dates for trapping to avoid potential conflicts with airfield maintenance activities.

2.4 Quarterly Off-Airport Surveys

The QAWB will document observed or potential hazardous wildlife attractants within the 10,000-foot and 5-mile separation distances, as defined in FAA AC 150/5200-33C "Hazardous Wildlife Attractants on or Near Airports," during quarterly vehicular surveys. The QAWB will work with airport staff and stakeholders to identify areas with observed wildlife concentrations near the airport including arrival and departure corridors and known bird strike incident locations. If possible, the QAWB will gather information from pilots to assist in identifying high hazard locations. Survey routes will vary each quarter to target land uses or habitats with the potential to create hazardous wildlife attractants.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

2.5 Wildlife Cameras

The QAWB will work with airport staff to identify locations for 4 wildlife cameras to be deployed quarterly during fixed-point observations (4 camera survey events). All observations of wildlife will be documented. Camera locations may vary seasonally.

TASK 3 - DATA INPUT/ANALYSIS & WHA DOCUMENT

Wildlife observation data from the fixed-point and spotlight surveys will be entered into a database (GIS, Excel, or Access) for analysis. Other survey data will be used qualitatively when developing the WHA document.

The QAWB will develop the WHA document with the following Sections:

- **Executive Summary**
- **Section 1 Airport Setting** - General airport description, regional setting, regulatory overview (state and federal), and a description of the current wildlife hazard management program
- **Section 2 Analysis of Events that Prompted the Assessment** - The purposes of the WHA and a review of the FAA National Wildlife Strike Database for the airport.
- **Section 3 Wildlife Hazard Assessment Data Collection and Analysis** - A description of the study area, data collection methodology, results of surveys and data collection, and relative risk analysis.
- **Section 4 Identification of Hazardous Wildlife Attractants on and Near Airport** - Hazardous wildlife attractants in the AOA, airport property outside the AOA, within the 10,000-foot and 5-mile separation criteria, and synergistic or regional considerations.
- **Section 5 Description of Wildlife Hazards to Aircraft Operations** - Wildlife hazards by species group or species for birds, mammals, and other groups.
- **Section 6 Recommended Actions for Reducing Wildlife Hazards** - Passive, active and administrative management recommendations
- **Section 7 Conclusion**

The QAWB will meeting with airport staff and stakeholder to review the findings, results, and draft recommendations prior to submitting the Draft WHA document. The QAWB will develop a Draft WHA and submit the draft document to the airport for review and comment. Following review and comment input from the airport, the QAWB will produce a Final Draft WHA document for the airport's submittal to the FAA. The QAWB will provide assistance in responding to comments or questions from the FAA and provide a Final WHA document.

TASK 4 WILDLIFE HAZARD MANAGEMENT PLAN UPDATE

BWE will work with the airport and AID to update the airport's WHMP to reflect recommendations or other revisions upon completion of the WHA. This task includes up to one meeting to review the draft WHMP document. BWE will work with the airport and AID to address any questions from the FAA and prepare a final WHMP document.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

DELIVERABLES:

- **Draft WHA** (digital)
  Note: AID will provide full page graphics for airport location, general facilities map, FAA separation distances, soils, land use, wetlands, and protected species.
- **Final WHA** (digital)
- **DRAFT Updated WHMP** (digital)
- **FINAL WHMP**
  Note: AID to provide printing services for deliverables, if necessary.

FEE

Total Lump Sum Fee (includes all labor and expenses)**.....$73,866.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

P22007 - CGC Wildlife Hazard Assessment - Price Detail

Date: March 30, 2022

	QAWB	
	Brammell	
TASKS / BILLING RATES	$150.00	**COST**
TASK 1 - DATA COLLECTION AND PROJECT KICK-OFF MEETING	54	$8,100.00
TASK 2 - WILDLIFE OBSERVATIONS & DATA COLLECTION	328	$49,200.00
TASK 3 - DATA ANALYSIS & WHA DOCUMENT	80	$12,000.00
TASK 4 - WHMP Update	10	$1,500.00
TOTAL HOURS	472	
TOTAL LABOR COST		**$70,800.00**
EXPENSES		**$3,066.00**
TOTAL LUMP SUM FEE		**$73,866.00**

Expense Detail		
Travel Expenses (0.56/mile) 3,600 miles	$	2,016.00
Equipment	$	1,050.00
Total Expenses	$	3,066.00

TASK 2 - Survey hour assumptions:

On-site Fixed point surveys 3 hrs each, 6 surveys/month = 18 hr/monthX12 months = 216 hrs
2 trips a month, 2 hours travel each trip = 24X2 = 48 hrs
Spotlight Surveys 1 hr each 4 per year = 4 hrs
Small mammal transects 6hr each X 2/year = 12 hrs
Quarterly Off-Airport Surveys 3 hr/quarter = 3x4 = 12 hrs
Wildlife cameras = 3 hours quarterly, 3X12 = 36 total
Total hours = 328

Mileage assumptions

150 miles per survey, 2 survey days a month X12 months = 3,600
Total miles 3,600 x .56 = $2,016

Equipment

Small Mammal Traps 100 traps and bait @ avg $4.00 each = $400
Wildlife Cameras and SD Cards = $650
Total equipment = $1,050

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

January 4, 2022

Mr. Quincy D. Wylupek
Engineering Project Manager
Citrus County BOCC
3600 W. Sovereign Path
Lecanto, FL 34461

Subject: Wildlife Hazard Site Visit and Wildlife Hazard Management Plan
Crystal River Airport (CGC)
RFQ 21-095 - Work Authorization No. 1

Dear Quincy:

Please consider this Work Authorization No. 1 to provide Consulting Services for the Wildlife Hazard Site Visit and Wildlife Hazard Management Plan at Crystal River Airport for a LUMP SUM amount of $21,702.00. Attached is the scope and fee spreadsheet for your use.

Please let me know if you will need any additional information.

Sincerely,
American Infrastructure Development, Inc.

Mohsen Mohammadi, Ph.D., P.E.
Principal

Enclosures: WA No. 1 - Scope and Fee spread sheet

cc: Sabina Mohammadi (AID President – CEO)

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

ATTACHMENT A
SCOPE OF SERVICES

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

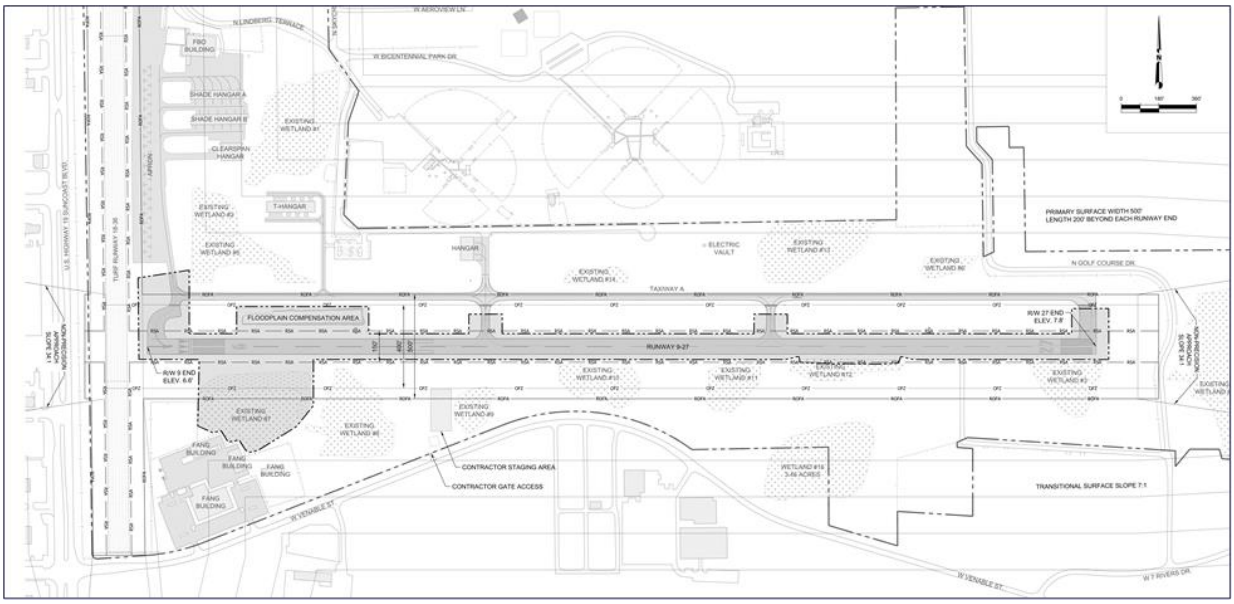
WORK ASSIGNMENT No. 1

WILDLIFE HAZARD SITE VISIT AND WILDLIFE HAZARD MANAGEMENT PLAN AT CRYSTAL RIVER AIRPORT (CGC)

Scope of Services

American Infrastructure Development, Inc. CONSULTANT will provide Professional Consulting services as requested by the County ("OWNER") at Crystal River Airport (CGC). The CONSULTANT will provide the following services for the project:

- Coordinate with the OWNER, FAA and Subconsultant Blue Wing Environmental, LLC. to provide a Wildlife Hazard Site Visit and Wildlife Hazard Management Plan of the wetlands south of Runway 9-27 at Crystal River Airport (CGC).



Deliverable

The CONSULTANT will submit pertinent information related to the removal of the wetlands south of Runway 9-27 to the OWNER.

Schedule

After receiving the Notice to Proceed (NTP) from the OWNER, the CONSULTANT will initiate the project. The work required to be performed by the CONSULTANT pursuant to this Work Assignment shall be completed within sixty (60) calendar days of receiving the NTP.

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

EXHIBIT B
WILDLIFE HAZARD SITE VISIT AND WILDLIFE HAZARD MANAGEMENT PLAN AT
CRYSTAL RIVER AIRPORT (CGC)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

FEE SUMMARY

TASK	Totals
Basic Services (Lump Sum)	
Wildlife Hazard Site Visit and Wildlife Hazard Management Plan	$21,702.00
Total Fees (Lump Sum):	**$21,702.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

EXHIBIT B
WILDLIFE HAZARD SITE VISIT AND WILDLIFE HAZARD MANAGEMENT PLAN AT
CRYSTAL RIVER AIRPORT (CGC)

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

		Project Principal	Project Manager	Senior Engineer	Clerical	Totals
		$218.00	$186.00	$162.00	$79.00	
Wildlife Hazard Site Visit and Wildlife Hazard Management Plan						
1	Coordination with County		3			3
2	Coordination with Subconsultant		6		1	7
3	Compile and Review Collected Data		3		1	4
4	Coordination with FAA		2			2
	Total Labor Hours:	0	14	0	2	16
	Total Labor Costs:	$0.00	$2,604.00	$0.00	$158.00	$2,762.00
5	Wildlife Hazard Site Visit and Wildlife Hazard Management Plan					$18,940.00
						$21,702.00

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

BLUE WING ENVIRONMENTAL

PROPOSAL / SCOPE OF WORK

DATE: **December 14, 2021**

TO: Mohsen Mohammadi, Ph.D., P.E.-Principal
American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170, Tampa, Florida 33624

FROM: Sarah Brammell, Blue Wing Environmental, LLC

RE: CGC Wildlife Hazard Site Visit and Wildlife Hazard Management Plan

Blue Wing Environmental, LLC (BWE) will provide FAA Qualified Airport Wildlife Biologist (QAWB) Service to conduct a Wildlife Hazard Site Visit (WHSV) at Crystal River Airport (CGC). The QAWB will conduct a three-day WHSV and develop a report following the guidance in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-38 "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans." Following the review of the WHSV report, BWE will develop a Wildlife Hazard Management Plan (WHMP) for the airport and FAA review.

SCOPE OF WORK

Task 1 – Data Collection, Coordination, and Initial Site Inspection

Data Collection - BWE's QAWB will coordinate with American Infrastructure Development, Inc (AID) staff to compile existing wildlife hazard management documents and information, including wildlife or environmental studies, wildlife observation logs or records, current airport/annual operations, and current wildlife concerns. BWE will obtain existing strike data from the FAA National Wildlife Strike Database and any additional strike data from the airport.

Pre-Survey Meeting and Field Inspection - A project kick-off meeting and field inspection of the airfield will be conducted with AID and airport staff prior to the initiation of surveys. This meeting and site review will provide the airport with a thorough overview of the project, final determination of fixed-point observation points, overview of the WHSV report deliverable, and project logistics. In addition, BWE will collect airport sponsor information, history of wildlife strikes at CGC, and determine if input from other airport stakeholders is warranted. Results of the field inspection will be included in the WHSV report. Following the initial meeting and site inspection, the QAWB will begin wildlife surveys.

Task 2 - Wildlife Surveys & Data Entry

As outlined in FAA AC 150/5200-38, the site visit will include the following elements:

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

Over a three (3) day period, the QAWB will conduct:

- two (2) dawn surveys
- two (2) midday surveys
- two (2) dusk surveys, and
- one (1) spotlight surveys.

Wildlife surveys will be conducted within or in close proximity to the airport operations area (AOA). Final fixed-point observations will be determined following the initial site inspection in Task 1.

Fixed Point Survey Methodology - The QAWB will work will establish between 8-10 fixed point survey locations on and near the airfield. Wildlife observations will be conducted at each designated location for 5 minutes during each survey event. The QAWB will record all observation on a "Field Data Sheet" which includes the following fields: observation point ID, grid coordinates, species, number, activity, location, and any comments noted by the QAWB (e.g., direction of flight, juvenile animal, carrying nest material). The QAWB will use binoculars to make wildlife observations and move between points via vehicle. General wildlife observations while in transit between observation points will also be recorded. General observations are focused on high-risk species that may pose a threat to aviation; therefore smaller, low risk species may not be recorded. Survey time periods will include dawn, midday, and dusk. All surveys should be completed in approximately 2-3 hours of initiation unless delays are encountered due to airport requirements or severe weather. Dawn surveys will begin approximately 15 minutes before sunrise. Midday surveys will be started at approximately 11:00 AM and dusk surveys will be initiated approximately 2-3 hours prior to sunset.

Spotlight Survey Methodology - One spotlight survey will be conducted. This survey will be initiated approximately 1 hour after sunset. The QAWB will transit the airfield via paved or drivable surfaces with a spotlight and document all wildlife observed on the Field Data Sheet. The spotlight survey will only be conducted in the AOA. There is no time limit for this survey. Once the survey area has been thoroughly observed, the survey will be concluded.

Wildlife Cameras - Four (4) wildlife cameras will be installed within the survey area to photo document wildlife using the airfield or at potential access locations into the AOA. Cameras will be set starting on Day 1 and retrieved on Day 3. The QAWB will download pictures from the cameras to provide an additional source of wildlife presence/absence information.

General Area Survey - The QAWB will conduct one (1) general survey in the separation distance areas defined in FAA AC 150/5200-33C "Hazardous Wildlife Attractants on or Near Airports" (2020). The QAWB will drive to potential wildlife hazard attractants within the separation distance areas (where accessible) to document wildlife observations. For inaccessible areas, the QAWB will perform a desktop review from aerials and other natural resource data to identify potential wildlife hazard attractants.

Task 3 - Wildlife Hazard Site Visit Report

WHSV Report - The WHSV will include a summary of wildlife observations, wildlife strike data analysis, and the documentation of wildlife hazard attractants on or near the airport. The WHSV report will be prepared in accordance with FAA AC 150/5200-38. In addition to providing an overview of the airport setting, operations, and current wildlife hazard management program, the report will include the following key elements:

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

1. List of wildlife species or wildlife signs during the visit or identified as wildlife hazards by other sources
2. Federal and State status of the species observed
3. Habitat features that may encourage wildlife to use the airport
4. Natural and artificial wildlife attractants on or near the airport
5. Strike data analysis
6. Recommendations to:
   - Reduce wildlife hazards identified
   - Conduct an Assessment, if needed
   - Modify an existing WHMP, if needed/applicable
   - Improve communications
   - Short and long-term actions to reduce wildlife strike risks.

The WHSV report will address elements listed in FAA AC 150/5200-38 Appendix B "Airport Wildlife Hazard Site Visit and Report Checklist." BWE will prepare a draft WHSV report for review and comment. BWE will incorporate edits and provide a Final WHSV report. BWE will assist AID and the airport sponsor if there are any comments or questions related to the WHSV report received by review agencies.

DELIVERABLES:

- Draft WHSV Report (digital)
- Final WHSV Report (digital)

Task 4 Wildlife Hazard Management Plan

BWE's FAA Qualified Airport Wildlife Biologist will coordinate with staff to develop a WHMP. The WHMP document will include the following sections:

- Introduction
- Individuals having authority and responsibility for implementing the WHMP.
- List of recommendations based on the WHSV.
- State and Federal regulations and copies of all State and Federal wildlife control permits.
- List of existing and planned resources to implement the WHMP.
- A description of the procedures followed during aircraft operations.
- Procedure for review and evaluation of the WHMP.
- Procedure for training airport personnel who implement the WHMP.

BWE will provide AIG and CGC with a Draft WHMP in track changes format for their review and comment. Following review and incorporation of revisions, BWE will provide a Final WHMP document. BWE will assist AIG and CGC if comments or questions related to the WHMP are received from FAA.

DELIVERABLES:

- Draft WHMP (digital)
- Final WHMP (digital)

FEE

Total Lump Sum Fee (includes all labor and expenses).....**$18,940.00**

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

CGC Wildlife Hazard Site Visit

Date: December 14, 2021

	QAWB	
	Brammell	
TASKS / BILLING RATES	$125.00	**COST**
TASK 1 - Data Collection, Coordination, and Initial Site Inspection	26	$3,250.00
TASK 2 - Wildlife Surveys & Data Entry	38	$4,750.00
TASK 3 - Wildlife Hazard Site Visit Report	38	$4,750.00
TASK 4 - Wildlife Hazard Management Plan	40	$5,000.00
TOTAL HOURS	102	
TOTAL LABOR COST		$17,750.00
EXPENSES (see detail below)		$1,190.00
TOTAL LUMP SUM FEE		**$18,940.00**

Expense Detail		
Wildlife Camera & SD Card - 4@$225/ea for two days	$	900.00
Mileage (4 round trips and survey miles = 520mi@.56=290)	$	290.00
TOTAL EXP	$	1,190.00

Attachment: CGC 2022 FAA Grant App-Wildlife Study (20257 : FAA FY2022 Grant Application for Crystal River Airport)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Montezuma Waters Septic to Sewer Modifications Release of Retainage
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

On September 22, 2020 the BOCC approved an agreement between Citrus County and Constantine Constructors, Inc. (Later changed to LLC.) for the Project ITB 20-044 Montezuma Waters Septic to Sewer Modifications Project, in the amount of $1,423,292.15. The project consisted of construction of ten lift stations & ten manholes as well as the installation of forcemains, gravity sewer pipe and connection laterals. The contractor, Constantine Constructors, LLC., completed the Montezuma Waters Project on February 22, 2022. The Project Manager confirms that the project has been successfully and satisfactorily completed and requests that the Board approve the project and release of retainage in the amount of $138,797.04 to the contractor.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

**No Budgetary Impact – Funds already held in retainage account

RECOMMENDED ACTION:

Accept the completed Montezuma Waters Septic to Sewer Modifications Project and approve the release of retainage in the amount of $138,797.04 to Constantine Constructors, LLC.

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING & ENGINEERING
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
Telephone: (352) 527-7653 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

MEMORANDUM

To: Julie Pitts, Financial Services Accounting Professional

Through: Christina L. Malmberg, P.E., Water Resources Planning & Engineering Director

Sharon Watkins, Grant Administrator, Management and Budget

From: Roger Ingall, Water Resources Planning & Engineering Project Manager

Date: April 22, 2022

Re: **Payment Application No. 16 Request for Release of Retainage – Constantine Constructors, LLC. PO #82416 – Montezuma Waters Septic to Sewer ITB 20-044**

The Department of Water Resources, Utilities Planning and Engineering Division is requesting the release of retainage funds to Constantine Constructors, Inc. in the amount of $138,797.04, (One hundred thirty eight thousand seven hundred ninety seven dollars and four cents). On September 22, 2020 the BOCC approved an agreement between Citrus County and Constantine Constructors, Inc. (Later changed to LLC.) for the Montezuma Waters Septic to Sewer project and the connection to Citrus County's existing force main.

The project ITB 20-044 was satisfactorily completed and has been accepted by Citrus County Water Resources. The project final completion was achieved on February 22, 2022.

Thank you in advance for your Consideration of this request.

Enclosed for your file are:

- Payment Application No. 16 Request for Release of Retainage approved by our Project Manager
- Contractor Final Lien Release
- Payment Application Memo
- Final Consent of Surety

Lisa Mauldin Digitally signed by Lisa Mauldin Date: 2022.04.25 13:45:28 -04'00'

Attachment: PA # 16 - DMB Apprvd (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

Constantine Constructors

Contractor's Application for Payment No. Final

	Application Period: 03/09/2022 - 04/19/2022	Application Date: 4/19/2022
To (Owner): Citrus County	From (Contractor): Constantine Constructors	Via (Engineer): Stroud
Project: Montezuma Water Septic Sewer Modifications	Contract: Montezuma Water Septic Mods	PO No. 81903
Owner's Contract #: ITB 20-044	Contractor's Project No.: 200447.03	Engineer's Project No.: 220-02-19

Approved Change Orders

Number	Additions	Deductions
TOTALS	$ -	$ -
NET CHANGES BY CHANGE ORDERS	$ -	

1. ORIGINAL CONTRACT PRICE	$	1,423,292.15
2. Net change by Change Orders	$	-
3. Current Contract Price (Line 1 + 2)	$	1,423,292.15
4. TOTAL COMPLETED AND STORED TO DATE	$	1,387,970.38
5. RETAINAGE:		
a. 10% Work Completed	$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	$	1,387,970.38
7. LESS PREVIOUS PAYMENTS (Line 8 from prior)	$	1,249,173.34
8. AMOUNT DUE THIS APPLICATION	$	138,797.04
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)		

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Chad Eckhart Digitally signed by Chad Eckhart Date: 2022.04.19 11:01:51 -05'00' | Date: 04/19/2022

Payment of: $ 138,797.04 (Line 8)

is recommended by: Brent A. Heath Digitally signed by Brent A. Heath Date: 2022.04.19 13:31:15 -04'00'

(Engineer) (Date)

Payment of: $ 138,797.04

is approved by: Roger Ingall Digitally signed by Roger Ingall DN: C=US, E=Roger.Ingall@citrusbocc.com, CN=Roger Ingall Reason: I have reviewed this document Date: 2022.04.22 09:16:20-04'00'

(Owner) (Date)

Approved by:

Funding Agency (if applicable) (Date)

This Pay App Acct# 9000E-56300 $138,797.04

Note: this is a Release of Retainage

Total Due this Pay App $138,797.04

Received 4/22/2022 RGI

CONTRACTOR FINAL LIEN RELEASE

STATE OF FLORIDA}
COUNTY OF Okaloosa}

The undersigned Contractor entered into a Construction Contract with *Citrus County* as Owner of the building/facility known as ITB 20-044 Montezuma Septic to Sewer Modifications Project which is located at **Citrus County, FL.**

1. Under the Construction Contract, Contractor is to furnish the labor and materials to complete theConstruction Project generally described as ITB 20-044 Montezuma Septic to Sewer Modifications Project Contractor acknowledges receipt of the sum of $ 138,797.04 in payment of the progress payment currently due under the Construction Contract and agrees that with such progress payment, Contractor has been paid all sums owing under the Construction Contract as of the date of this document(the "Effective Date").

2. In consideration for such payment, Contractor hereby waives, releases, and discharges (a) all debts or other obligations owing to Contractor under the Construction Contract or in connection with the Construction Project as of the Effective date, and (b) all lien claims that Contractor may now or ever haveunder the Construction Contract or in connection with the Construction Project for labor or materials furnished for the Construction Project prior to the Effective Date, whether contractual, statutory, or constitutional, whether or not evidenced by an affidavit or other written claim, and whether or not filed forrecord.

3. Contractor represents to Owner that (a) all sums owing as of the Effective Date to subcontractorsor laborers employed by Contractor or any subcontractor in connection with the Construction Project have been paid, (b) all materials installed or delivered for installation as part of the Construction Project prior tothe Effective Date have been paid in full, all of which are free and clear of any lien or security interest granted by Contractor or any subcontractor, (c) neither Contractor's rights to payment for the ConstructionProject nor the Construction Contract have been assigned by Contractor, and (d) Contractor has full power and authority to execute this document.

4. Contractor agrees to indemnify, defend with counsel acceptable to Owner, and hold Owner and its lenders harmless against any loss, liability, damage, cost, or expense (including attorney's fees and costs of litigation), or any claim therefore, arising or resulting from the untruth or inaccuracy of any of therepresentations by Contractor herein.

5. Contractor agrees to indemnify, defend with counsel acceptable to Owner, and hold Owner and its lenders harmless against any loss, liability, damage, cost, or expense (including attorney's fees and costs of litigation), or any claim therefore, arising or resulting from the untruth or inaccuracy of any of therepresentations by Contractor herein.

Attachment: PA # 16 - DMB Apprvd (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

EXECUTED on 19 day of April 2022

CONTRACTOR:

Constantine Constructors, LLC.

By: _____

Chad Eckhart

Title: Construction Manager

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 19th day of April, 2022 by Chad Eckhart, who is personally known to me or has produced FL DL E263-101-71-057-0 as identification.

_____

Notary Public

Notary Public State of Florida
Carol Ann Oliver
My Commission
HH 229948
Exp. 2/16/2026

Attachment: PA # 16 - DMB Apprvd (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond No. 800081907

TO OWNER:
(Name and address)

Citrus County, Florida
3600 W. Sovereign Path
Lecanto, FL 34461

PROJECT:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: ITB 20-044 Montezuma Waters Septic to Sewer Modifications

CONTRACT DATED: September 22, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

, SURETY,

on bond of
(Insert name and address of Contractor)

Constantine Constructors, LLC
1988 Lewis Turner Blvd., Unit 1
Fort Walton Beach, FL 32547

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Citrus County, Florida
3600 W. Sovereign Path
Lecanto, FL 34461

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 20, 2022
(Insert in writing the month followed by the numeric date and year.)

Atlantic Specialty Insurance Company
(Surety)

By:
(Signature of authorized representative)

Jeffrey W. Cutshall Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):
Jennifer Barranco

G707—1994

Attachment: PA # 16 - DMB Apprvd (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

[intact] INSURANCE

Power of Attorney

Surety Bond No: 800081907

Principal: Constantine Constructors, LLC
Obligee: Citrus County, Florida

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jeffrey W. Cutshall, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars ($60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 20th day of April, 2022.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Christopher V. Jerry, Secretary

Attachment: PA # 16 - DMB Apprvd (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

Roger G. Ingall

From: Julie Pitts <JPitts@citrusclerk.org>
Sent: Thursday, April 21, 2022 1:27 PM
To: Roger G. Ingall
Subject: RE: [EXTERNAL] Montezuma Waters Confirmation of Figures

Hi Roger,

Based on my reconciliation of PO 81903 & 82416 for Constantine Constructors, here is the payment and retainage information/figures per eFinance (as of today):

- $78,312.27 was expensed from PO 81903 before it was closed, and $1,309,658.11 has been expensed from PO 82416 for a total of $1,387,970.38.
- $70,481.04 was paid to the vendor under PO 81903 before it was closed, and $1,178,692.30 was paid under PO 82416 for a total of $1,249,173.34.
- $138,797.04 is being held in retainage, and $X is the balance on the PO.

Please let me know if you have any questions or need anything further regarding this.

Thanks!
Julie

From: Roger G. Ingall <ROGER.INGALL@citrusbocc.com>
Sent: Tuesday, April 19, 2022 2:00 PM
To: Julie Pitts <JPitts@citrusclerk.org>
Subject: [EXTERNAL] Montezuma Waters Confirmation of Figures

CAUTION: This email originated from outside of the Clerk's Office. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Julie,
We have received the request for release of retainage from the contractor for this project and I am requesting confirmation of figures.
Please reference

- P.O. 81903
- P.O. 82416
- Project Name: Montezuma Waters Septic to Sewer Project.
- Vendor Name: Constantine Constructors, LLC

Thank you,
Roger

Please Note: *Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon*

Attachment: PA # 16 - DMB Apprvd (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

Transmittal

To:	Roger Ingall / Project Manager Utility Planning &Engineering, Citrus County, FL Citrus County Board of County Commissioners	**From:**	Chad Eckhart / Construction Manager
Address:	3600 W. Sovereign Path. Ste 266 Lecanto, FL 34461	**Address:**	1988 Lewis Turner Blvd Unit 3 Fort Walton Beach, FL 32547
Phone:	352.527.5457	**Phone:**	850.833.6978
Subject:	ITB 20-044 Montezuma Waters Septic to Sewer Modifications		
Date:	April 21, 2022		

WE ARE SENDING YOU:

X	ATTACHED		SPECIFICATIONS		TRACINGS
	SHOP DRAWINGS	X	DOCUMENTS		CATALOGS
	PRINTS		UNDER SEPARATE COVER VIA:		
	COPY OF LETTER		OTHER:		

QUANTITY	DESCRIPTION
1 EA	Consent of Surety

IF MATERIAL RECEIVED IS NOT AS LISTED, PLEASE NOTIFY US AT ONCE

REMARKS:

Please call if you have any questions. I can be reached at 850.244.5800.

Thank you,

Dave

1988 LEWIS TURNER BLVD., FORT WALTON BEACH, FL 32547
PHONE: 850.833.6978 FAX: 850.862.5808
DMARSHALL.CCL@GMAIL.COM

Attachment: PA # 16 - DMB Apprvd (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

Constantine Constructors, LLC

1988 Lewis Turner Blvd.
Unit #3
ort Walton Beach, FL 32547

850-833-6978

April 24, 2022

Roger Ingall/Project Manager
Utility Planning and Engineering, Citrus County, FL
Citrus County Board of County Commissioners
3600 W. Sovereign Path. Ste 291
Lecanto, FL 34461

Re: ITB 20-044 Montezuma Septic to Sewer Modifications Project

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for aperiod of (1) year from the date of acceptance of the project by Citrus County Board of County Commissioners and agrees to remedy all defects arising with that period at its expense. The term defects shall not be construed as embracing damage arising frommisuse, negligence, Acts of God, normal wear and tear or failure to followoperating instructions.

Contractor:

Contractor Signature

CONSTANTINE CONSTRUCTORS, LLC
Print Contractors Name

State of Florida
County of Citrus

The foregoing instrument was acknowledged before me this 26 day of April, 2022 by David Marshall, who is personally known to me or has produced Alabama DL as identification.

Marlene Mehlenbacher
Notary Public

Notary Public State of Florida
Marlene Mehlenbacher
My Commission
HH 208958
Exp. 1/28/2026

Notary Public State of Florida
Marlene Mehlenbacher
My Commission
HH 208958
Exp. 1/28/2026

Attachment: Waranty Letter Constantine (20315 : Montezuma Waters Septic to Sewer Modifications Release of Retainage)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Modification of Subgrant Agreement E1999
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

The Department of Economic Opportunity (DEO) has been identified as the Grantee to administer the federally funded Low-Income Household Water Assistance Program (LIHWAP) through September 30, 2023, for the State of Florida.

This is a modification of Subgrant Agreement E1999 between Citrus County, Florida and the Florida Department of Economic Opportunity (FDEO). This modification will allow Citrus County to provide water assistance benefits through the Low-Income Household Water Assistance Program (LIHWAP), which provides payments issued directly to utility companies on behalf of income-eligible households in meeting the cost of water and wastewater burdens.

BUDGET IMPACT/FUNDING SOURCE:

NO IMPACT TO COUNTY BUDGET

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution authorizing modification of subgrant agreement E1999 to receive additional grant funding for the Low Income Household Water Assistance Program (LIHWAP), and authorize the signatories for such instruments including amendments, modifications and closeout reports to the executed contract, as necessary.

b. Approve and authorize the Chairman to execute modification of subgrant agreement E1999.

MODIFICATION NUMBER ONE OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND CITRUS COUNTY, FLORIDA

On March 9, 2021, the State of Florida, Department of Economic Opportunity ("DEO"), and Citrus County ("Subrecipient"), Florida, entered into Subgrant Agreement E1999 ("Agreement"). DEO and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section 4 of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A., is hereby deleted in its entirety and replaced with the following:

   A. The U.S. Department of Health and Human Services ("HHS") administers the Community Services Block Grant ("CSBG"), the Low-Income Home Energy Assistance Program ("LIHEAP"), and the Low-Income Household Water Assistance Program ("LIHWAP") at the federal level and distributes block grant funds to the States; and

2. Section B., is hereby deleted in its entirety and replaced with the following:

   B. DEO is the CSBG, LIHEAP, and LIHWAP recipient grantee, and pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes and is authorized to distribute block grant funds to subrecipients so that subrecipients may provide self-sufficiency, home energy, and water assistance benefits to eligible households; and

3. Section E., is hereby deleted in its entirety and replaced with the following:

   E. Subrecipient is eligible to receive LIHEAP and LIHWAP grant funds in order to provide the services identified herein

4. Section 2., **SCOPE OF WORK**, first sentence, is hereby deleted in its entirety and replaced with the following:

   "The Subrecipient shall provide services in support of the LIHEAP and LIHWAP Programs in accordance with the applicable Attachment(s) included with this Agreement."

5. Section 5.B., **FUNDING/CONSIDERATION**, is hereby deleted in its entirety and replaced with the following:

   B. By signing below the Subrecipient certifies that it is qualified and eligible to receive these grant funds in order to provide the services of the LIHEAP and LIHWAP programs for which the Subrecipient receives funds from DEO.

6. Section 6.B., **FISCAL AND ADMINISTRATIVE CONTROLS,** is hereby deleted in its entirety and replaced with the following:

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

B. The Subrecipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of LIHEAP and LIHWAP programs or projects for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.

7. Section 19., **INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS**, is hereby amended to add the following:

L. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

(1) Each party may have access to confidential information made available by the other. Subrecipient shall comply with the provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable State and federal laws governing the disclosure of any confidential information received by the State of Florida. Subrecipient must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

(2) Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Subrecipient shall not divulge to third parties any confidential information obtained by Subrecipient or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Subrecipient's work.

(3) Subrecipient agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient or his responsible parent or guardian when authorized by law, if applicable.

(4) If Subrecipient has access to confidential information in order to fulfill Subrecipient's obligations under this Agreement, Subrecipient agrees to abide by all applicable DEO Information Technology Security procedures and policies. Subrecipient (including its employees, subcontractors, agents, or any other individuals to whom Subrecipient exposes confidential information obtained under this Subrecipient), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

(5) Subrecipient shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Subrecipient, its employees, agents, or representatives which is not in compliance with the terms of the Agreement (of which it becomes aware). Subrecipient also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Subrecipient by its employees, subcontractors, representatives, or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Subrecipient's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Subrecipient shall make a report to DEO not more than seven (7) business days after Subrecipient learns of such use or disclosure. Subrecipient's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Subrecipient has taken or shall take to prevent future similar unauthorized use or disclosure. Subrecipient shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager, at Subrecipient's sole expense.

(6) In the event of a breach of security concerning confidential personal information involved with this Agreement, Subrecipient shall comply with the provisions of section 501.171, Florida Statutes. When notification to affected persons is required under this section of the statute, Subrecipient shall provide that notification, at Subrecipient's sole expense, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Subrecipient is not a breach, provided the information is not used for a purpose unrelated to Subrecipient's obligations under this Agreement or is not subject to further unauthorized use.

8. Section 22., **MANDATED CONDITIONS AND OTHER LAWS**, is hereby amended to add the following:

S. Pursuant to State of Florida Executive Order Number 21-223, Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

9. Section 29.C., **ATTACHMENTS AND EXHIBITS**, is hereby amended to add the following attachment:

"Attachment A-2 – Low Income Household Water Assistance Program Scope of Work"

10. Exhibit 1-A, **Funding Sources**, is hereby deleted in its entirety and replaced by the revised Exhibit 1-A, which is attached hereto and incorporated herein by reference.

11. Attachment A-2, **Low Income Household Water Assistance Program Scope of Work**, is hereby added to this Agreement, which is attached hereto and incorporated herein by reference.

12. Attachment F, **Transparency Requirements**, is hereby deleted in its entirety and replaced by the revised Attachment F, which is attached hereto and incorporated herein by reference.

13. All other terms and conditions of the Agreement remain in full force and effect.

Rest of page left intentionally blank

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
FEDERALLY FUNDED SUBGRANT AGREEMENT
SIGNATURE PAGE

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement **E1999** as amended. This Amendment is effective on the date the last Party signs this Amendment.

SUBRECIPIENT
CITRUS COUNTY, FLORIDA

By: _____
(Signature)

Ronald E. Kitchen, Jr - Chairman
(Print/Type Name and Title Here)

Date: _____

59-6000548
Federal Identification Number

H2TGV5FM16F8
UEI Number

E1999
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Dane Eagle, Secretary
Department of Economic Opportunity

Date: _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

ATTACHMENT A-2
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
SCOPE OF WORK AND FUNDING SOURCES

1. SUBRECIPIENT RESPONSIBILITIES

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

A. COMPLIANCE REQUIREMENTS

(1) Subrecipient shall use the LIHWAP funds to provide water assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current LIHWAP State Plan.
(2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. Chapter 106, and all applicable regulations as set forth in title 45 C.F.R. Part 75 and Part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C. 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by DEO.

Deliverable: Direct Client Services and Hours of Operation

(1) Subrecipient shall provide services to a minimum of one household per month and shall have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday, during the hours of 8:00 am to 5:00 pm. This operating hour requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
(2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable, and necessary to serve eligible clients.
(3) Subrecipient shall each month submit a Monthly Financial Activity as described in this Attachment.

C. FINANCIAL CONSEQUENCES

(1) Failure to successfully complete the Minimum Level of Service for the above Deliverable, as determined by DEO in its sole discretion, will result in nonpayment. DEO shall not reimburse any expenditures associated with the Deliverable not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
(2) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by DEO. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

D. DEFINITIONS

(1) "Administrative Expense" – Those costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.
(2) "Applicant" – A person or persons who has submitted or requested an application for services.
(3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
(4) "Application Receipt" – The date an Applicant first submits an application for assistance.

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

(5) "Client" – An Applicant, household, or customer whose application for assistance has been approved.
(6) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to needed home water and/or wastewater services. Subrecipient may provide up to two (2) Crisis Assistance benefits per year.

(a) A maximum of one (1) Home Water Crisis Assistance benefit may be applied to a Client's account to reconcile arrearages and restore water and/or wastewater services up to the maximum benefit amount allowable according to those designated in the LIHWAP manual, within a 12 month period.
(b) A maximum of one (1) Home Water Crisis Assistance benefit may be applied to a Client's account to reconcile any fines or fees that would disrupt reconnection to water and/or wastewater services up to the maximum benefit amount allowable according to those designated in the LIHWAP manual, within a twelve (12) month period.

(7) "Eligible Actions" – An action which provides for an intervention to mediate a crisis situation. All applications for Crisis Assistance must be acted upon by Subrecipient with an Eligible Action taken to mediate the crisis within eighteen (18) hours of Application Receipt. Eligible Actions include:

(a) Approval of application;
(b) Denial of application pending further information;
(c) Denial of application because Applicant is deemed ineligible;
(d) Contact utility vendor to halt water and/or wastewater disconnection or interruption in services; or
(e) Written referral to, along with providing Applicant assistance in contacting, another agency if LIHWAP funding is not available or the Applicant is ineligible.

(8) "Home Water Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home water burden. Subrecipient must provide at least one (1) Home Water Assistance benefit per calendar year.

(a) A Client may not receive more than one (1) Home Water Assistance benefit per calendar year.
(b) The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account.
(c) May be used to pre-pay home water and/or wastewater services up to the amount the Client is eligible to receive.
(d) Must follow the current benefit payment matrix provided by DEO.

(9) "Household Water Crisis" – shall be defined as having no access or being in immediate danger of losing access to needed household water and/or wastewater services because of any of the following:
(a) The Applicant's household water source and or wastewater services have been cut off;
(b) The Applicant has been notified that the household water source and or wastewater services is going to be cut off or disconnected;
(c) The Applicant has received a notice indicating their home water and/or wastewater utility is delinquent or past due;
(d) The Applicant is unable to get delivery of water, does not have access to water, or is in danger of losing access to water and/or wastewater services;
(e) The Applicant has a bill for which the due date has lapsed; or
(f) The Applicant has other problems with access to clean drinking water and/or wastewater services to their home, such as needing to pay a deposit or needing interim emergency measures to avoid further crisis.

(10) "Outreach Expenses" – costs incurred in delivering LIHWAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

(11)"Reasonable Promptness" – Means within fifteen (15) working days of Application Receipt.

E. PROGRAM TASKS & REQUIREMENTS

(1) Subrecipient will administer the LIHWAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), applicable federal law, and this Agreement.
(2) Subrecipient shall develop an outreach plan and conduct and document outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children, and those with the highest home water burden are made aware of the assistance available under this Agreement. The outreach plan must be submitted to DEO within sixty (60) days of funding award.
(3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHWAP funds are not available or are insufficient to meet the emergency home water and/or wastewater needs of an Applicant.
(4) Subrecipient shall maintain the following written policies:

(a) A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
(b) A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.
(c) A written policy to assure that all water and/or wastewater vendors to which water assistance payments are made comply with the requirements of section H of this Attachment.
(d) A written policy on how to document and verify that an Applicant meets the definition of a Home Water Crisis and is eligible for Crisis Assistance.
(e) A written policy to ensure that LIHWAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
(f) A written policy for determining Applicant's eligibility for receiving benefits under the LIHWAP program.
(g) A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.

(5) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:

(a) Name of Applicant;
(b) Date of Application;
(c) Type of benefits sought;
(d) Reason(s) for denial;
(e) Statement on Subrecipient's benefit limits, if applicable;
(f) Statement of appeals process;
(g) Explanation of the circumstances under which the Applicant may reapply;
(h) Explanation of the information or documentation needed for the Applicant to reapply;
(i) Name, phone number, and address applicable to the appeal process; and
(j) Number of days the Applicant has to file the appeal.

(6) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

to file a written appeal or complaint with Subrecipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:

(a) Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within ten (10) working days.
(b) The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response.
(c) Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within 10 working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.

(7) Subrecipient shall make payments to water and/or wastewater vendors on behalf of eligible Applicants with the "highest home water needs and lowest household income," which will be determined by taking into account both the water burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
(8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Community Service Block Grants (CSBG) in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every five (5) years. Subrecipient, in coordination with the local CSBG agency, shall develop a system by which LIHWAP Clients who have received more than three (3) LIHWAP benefits in the last 18 months and who are homeowners, are referred to the CSBG provider. Subrecipient shall maintain records sufficient to document referrals.
(9) Subrecipient shall enter into an MOU with service area providers for the Emergency Home Water Assistance for the Elderly Program (EHWAP). The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU at least every two (2) years. The MOU will detail how LIHWAP and EHWAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
(10) Subrecipients serving multi-county areas shall provide DEO with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Subrecipient's Multi-County Fund Distribution Form.
(11) Subrecipient shall agree to treat owners and renters equitably under the Agreement.
(12) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHWAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHWAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*
(13) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in section B. (1) of this Attachment.
(14) Subrecipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
(15) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHWAP policies and procedures.
(16) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
(17) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.

Attachment: CITR_E1999_LIHWAP_Amendment(Mod-1) (20296 : Modification of Subgrant Agreement E1999)

(18)Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes maintaining an active and current profile in the System for Award Management (SAM) (http://www.sam.gov/SAM/) .

(19)Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

F. CLIENT SERVICES AND BENEFITS

(1) Subrecipient shall provide LIHWAP Household Water Assistance benefits based on the state provided LIHWAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines and the State Median Income (SMI).

(2) The following maximum benefits will be available to eligible Applicants:

(a) One (1) Home Water Assistance Crisis Assistance benefit for the purpose of reconciling past due arrearages and restoring water and/or wastewater services per twelve (12) month period;

(b) One (1) Home Water Assistance Crisis Assistance benefit for the purpose of reconciling any fees or fines that would disrupt reconnection to water and/or wastewater services per twelve (12) month period; and

(c) One (1) non-Crisis Home Water Assistance benefit may be used to pre-pay for home water and/or wastewater service usage up to the maximum allowable benefit specified in the LIHWAP manual per twelve (12) month period.

(3) Based on local need for LIHWAP services and other non-LIHWAP water assistance resources in its service area, Subrecipient may limit Crisis Assistance benefits to less than those stated in section F.(2) of this Attachment, but not less than one (1) Crisis Assistance benefit per year.

(4) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by DEO. DEO will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.

(5) When the Applicant is in a crisis situation the Subrecipient shall take one or more Eligible Actions that will resolve the emergency, within eighteen (18) hours of Application Receipt for a life threatening situation or forty-eight (48) hours of Application Receipt for a non-life threatening situation, using a Crisis Assistance benefit and documenting the Client file with which Eligible Action was used.

(6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved Applicants no more than forty-five (45) calendar days from the Application Date.

(7) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:

(a) Type and amount of assistance;

(b) Name of the water vendor to be paid on the Client's behalf;

(c) The next date when the Client will be eligible to apply for further assistance; and

(d) Subrecipient's Appeal policy.

(8) For Crisis Assistance Applicants, Subrecipient shall compare LIHWAP records and EHWAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement.

(9) Applicant eligibility shall be based on the following factors:

(a) Subrecipient may only assist Applicants who are, or were, residing in its LIHWAP service area at the time the home water costs were incurred.

(b) The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.

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(c) The Applicant must provide a utility bill verifying an obligation to pay home water and/or wastewater costs.
(d) The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
(e) To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Household Water Crisis as this term is defined in section D. (9) of this Attachment.
(f) If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:

(i) Subrecipient shall not provide assistance to an Applicant if Applicant's home water and/or wastewater costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.
(ii) For Crisis Assistance Only: If the Applicant receives an water and/or wastewater service subsidy through Section 8 or a Public Housing Authority, then Subrecipient shall subtract the amount of the subsidy available to the Applicant during the period covered by the utility bill from the allowable LIHWAP crisis benefit calculated for the household.
(iii) For Home Water Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Water Assistance benefit with no deductions at the same level as other Applicants.

(g) The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
(h) The Applicant must not be a student living in a dormitory.

(10)Calculation of income eligibility:

(a) Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
(b) Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
(c) Total household income cannot exceed the 150% poverty level as set forth in the Federal Poverty Guidelines (FPG) or 60% of the State Median Income (SMI), whichever is higher.
(d) If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.
(e) No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

G. CLIENT RECORDS

Subrecipient shall maintain information in a file for each LIHWAP Client that includes at least the following information:

(1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
(2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
(3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
(4) Signed Notice Regarding Collection of Social Security Numbers;
(5) Income amount and method of verification for all household members;
(6) Income documentation to support eligibility;

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(7) Signed statement of self-declaration of income, if applicable;
(8) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
(9) Copies of approval or denial letters, including appeal procedures, provided to the Client;
(10) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;
(11) Documentation of Client's obligation to pay the water bill for the residence in which Client resides;
(12) Signed Authorization for Release of General and/or Confidential Information for LIHWAP Data, or notation that the Client did not sign the waiver;
(13) Utility Account Number;
(14) If LIHWAP prevented disconnection or restored a water disruption and/or wastewater service; and
(15) A signed LIHWAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff.

H. WATER and WASTEWATER VENDORS

(1) Unless special circumstances exist which permit Subrecipient to make a payment in the form of a two-party check made payable to the Client and the water vendor, Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with water vendors which must at a minimum include:

(a) The beginning and ending date of the Vendor Agreement.
(b) The name and/or title of key contact staff with both the Subrecipient and energy vendor who are authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.
(c) A description of how Subrecipient shall make water payments directly to the water vendor on behalf of LIHWAP Clients.
(d) Assurances from the water vendor that no household receiving LIHWAP assistance will be treated adversely by the water vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
(e) Assurances from the water vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
(f) A statement that only water related elements of a utility bill are to be paid. No electric charges may be paid except if required by the water vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Subrecipient.
(g) A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the water vendor is aware that those charges are the responsibility of the Client.
(h) A statement that the water vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
(i) Details on how the water vendor will assist Subrecipient in verifying the LIHWAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
(j) Subrecipient's commitment to make payment to the water vendor no more than 45 calendar days from the Application Date.
(k) A statement that the water vendor is aware that if LIHWAP payments made to the water vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient or, with Subrecipient's approval, applied to another eligible Client's account.

(2) If the water vendor will participate in the Annual Performance Measure Data Collection, the Vendor Agreement shall also contain:

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(a) An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHWAP Data from eligible Applicants who choose to allow their data to be collected as part of the annual performance measures and ensure the signed releases are available for inspection by the water vendor.

(b) An assurance that the water vendor is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHWAP Data are collected and available, the water vendor will provide the requested customer data to DEO.

(3) The water vendor must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the water vendor's name must be checked on SAMS at https://www.sam.gov. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.

(4) The Vendor Agreement must be reviewed by both parties at least every two (2) years.

(5) The Vendor Agreement must be signed by upper level management of both Subrecipient and the water vendor authorized to enter into such commitments.

2. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

A. ANNUAL REPORTS

(1) IRS Form 990: Subrecipients that are below the $750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.

(2) LIHWAP Annual Household Report: Subrecipient shall complete and submit the LIHWAP Annual Household Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

(3) LIHWAP Annual Performance Measures Report: Subrecipient shall complete and submit the LIHWAP Annual Performance Measures Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

B. MONTHLY REPORTS

(1) Subrecipient shall submit to DEO the LIHWAP Monthly Financial Activity no later than the 21st day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Financial Activity regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Financial Activity. Only with prior approval by DEO will more than one (1) reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.

(a) Each Monthly Financial Activity shall contain the following information, at a minimum:

(i) all expenditures that occurred during the reporting month,
(ii) the amount of reimbursement requested, and
(iii) the number of Clients served.

(b) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's

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acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Recipient upon request.

(c) DEO shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.

(2) Subrecipient shall submit the Monthly Client Services Report via the current online client tracking and reporting system to DEO no later than the 21st day of each month following the end of the reporting month in which Clients were served.

(3) Subrecipient shall submit the Monthly Outreach Report to DEO no later than the 21st day of each month following the end of the reporting month in which outreach was conducted.

C. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than 35 calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 35th day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

D. COST ALLOCATION PLAN

Per title 45 C.F.R. § 75.405, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan to DEO with this Agreement.

E. INDIRECT COST RATE PROPOSAL

Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with DEO (in compliance with 45 C.F.R. Part 75), or a de minimis indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the de minimis rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

F. OTHER REPORTS

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

G. CLOSE-OUT REPORT

The LIHWAP Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHWAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

H. SUBMISSION

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in Paragraph 15 of this Agreement.

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3. PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards 45 C.F.R., Part 75" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 48 C.F.R. 31.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement:

(1) Part 16 – Procedures of the Departmental Grant Appeals Board;
(2) Part 30 – Claims Collection;
(3) Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
(4) Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
(5) Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
(6) Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance;
(7) Part 87 – Equal Treatment for Faith Based Organizations;
(8) Part 91 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS;
(9) Part 93 – New Restrictions on Lobbying;
(10) Part 96 – Block Grants; and
(11) Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities.

B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

(1) the percentage of the total costs of the program or project which will be financed with Federal money,
(2) the dollar amount of Federal funds for the project or program, and
(3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

C. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with 45 C.F.R. § 75.305, Payment, paragraph (b)(8).

D. PROGRAM INCOME

Pursuant to 45 C.F.R. § 75.307 Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

E. BONDING

(1) Non-Profit Organizations: Subrecipient shall purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed

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under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the tota LIHWAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.

(2) Local Governments: Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

F. MONITORING

(1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.

(2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.

(3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

G. OTHER PROVISIONS

(1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Household Water Assistance.

(2) Subrecipient shall budget a minimum of two percent (2%) of the total NFA funds awarded for a program year for Weather Related/Supply Shortage emergency assistance. These funds must be held in the Weather Related/Supply Shortage budget line item category for each NFA until the end of the corresponding program year, for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Secretary of DEO. In the event of an emergency being officially declared, if Subrecipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency assistance budget is not sufficient to meet the emergency, Subrecipient may draw from other budgeted line items, up to fifty percent (50%) of the total NFA budget, without additiona written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO wil provide binding directives as to the allowable expenditures of the funds. After the end of the program year, i no emergency has been declared, DEO will release the corresponding NFA funds and Subrecipient will allocate these funds to the crisis or home energy budget line item. Subrecipient shall comply with these directives or agree that these funds will remain with DEO.

(3) In addition to the record keeping, public records, and audit requirements contained in sections 9 and 19 of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Subrecipient.

(4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.

(5) Subrecipient shall maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

4. LIHWAP ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of LIHWAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHWAP funds, Subrecipient assures and certifies that:

A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.

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B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of DEO, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of DEO.

C. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

D. Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.

E. Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHWAP Program Monitoring Field Manual.

F. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86, and 90.

G. Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHWAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

H. This Agreement and all its attachments are true and correct.

I. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.

J. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.

K. Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

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EXHIBIT 1-A

FUNDING SOURCES

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency:	U.S. Department of Health and Human Services
Catalog of Federal Domestic Assistance Title:	Low-Income Home Energy Assistance Program (formula grant)
Catalog of Federal Domestic Assistance Number:	93.568

Federal Awarding Agency:	U.S. Department of Health and Human Services
Catalog of Federal Domestic Assistance Title:	Low-Income Household Water Assistance Program (formula grant)
Catalog of Federal Domestic Assistance Number:	93.499

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved LIHEAP State Plan.
2. Subrecipient shall use the LIHWAP funds to provide water assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved LIHWAP State Plan.
3. Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. Chapter 106, and all applicable regulations as set forth in title 45 C.F.R. Part 75 and Part 96.

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **N/A**

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COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

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ATTACHMENT F
TRANSPARENCY REQUIREMENTS

1. The Subrecipient shall ensure that they comply with all the requirements outlined in federal law and applicable state policy.
2. The Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR Part 25, appendix A. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
3. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Subrecipient, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Subrecipient, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800- 96ABUSE, or via the web reporting option https://myflfamilies.com/service-programs/abuse-hotline/report-online.shtml or via fax at 1-800-914-0004.
4. Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Subrecipient shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to any programs or projects for which Subrecipient receives funds authorized by this agreement upon execution of this Agreement.
5. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of *the* total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
6. In compliance with section 286.25, Florida Statutes, the Subrecipient will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.
7. The Subrecipient shall maintain a purchasing procedure. The Subrecipient's purchasing procedure must, at minimum

   A. Ensure that all purchasing decisions are conducted in a transparent manner;
   B. Foster competition to ensure that the Subrecipient receives the best value possible;
   C. Require approvals in accordance with the Subrecipient's guidelines, prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source; and
   D. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.

8. The Subrecipient shall maintain an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, which addresses prohibitions on: the acceptance of gifts, self-dealing, unauthorized compensation conflicting employment or contractual relationships, inappropriate disclosure and use of information, and nepotism.
9. All Subrecipient travel expenses for this Agreement must be in accordance with section 112.061, Florida Statutes.

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End of Attachment F

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING EXECUTION OF MODIFICATION OF SUBGRANT AGREEMENT E1999 WITH STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO ALLOW CITRUS COUNTY TO RECEIVE GRANT FUNDING TO PROVIDE WATER ASSISTANCE BENEFITS THROUGH THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM, AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, the Citrus County Board of County Commissioners is the Governing Board of Citrus County Florida (Citrus County), a unit of general purpose government duly authorized to conduct business under Florida Statute 125;

WHEREAS, on February 23, 2021, the Board adopted Resolution No. 2021-013, authorizing Citrus County to enter into an agreement with the State of Florida Department of Economic Opportunity for financial assistance to provide home energy assistance benefits to eligible households through the Low-Income Energy Assistance Program ("LIHEAP");

WHEREAS, Citrus County is eligible to receive grant funding from the State of Florida Department of Economic Opportunity to provide water assistance benefits to eligible households through the Low-Income Household Water Assistance Program ("LIHWAP");

WHEREAS, the Board has determined that it is in the best interest of the population of total household income of not more that 150% of the federal poverty level, which it serves, to receive grant funding and provide services under the Low-Income Household Water Assistance Program;

WHEREAS, Citrus County staff has read or reviewed or will read and review the modification to agreements and is familiar with the matters contained in them, and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose and capacity;

WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by the Governing Board in relation to the Agreement;

NOW THEREFORE BE IT RESOLVED, by the Citrus County Board of County Commissioners that the Chairman or the 1st Vice Chairman, respectively, of the Citrus County Board of County Commissioners, shall be authorized to sign Modification Number One of the Agreement between the Florida Department of Economic Opportunity and Citrus County, Florida, and be it further resolved that the aforesaid Chairman or Vice Chairman shall be authorized to sign audit compliance certifications, amendments or modifications to the Agreement, close-out documents and other documents required by the Department of Economic

Attachment: LIHWAP Resolution 2022 (20296 : Modification of Subgrant Agreement E1999)

Opportunity to carry out the terms and conditions of said Agreement, after review by the County Attorney, without the need to bring the documents before the Board of County Commissioners.

THIS RESOLUTION was duly adopted and recorded in the minutes this 10th day of May 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Ronald E. Kitchen, Jr., Chairman

Attested:

APPROVED AS TO FORM FOR
THE RELIANCE OF CITRUS COUNTY
ONLY:

_____
Angela Vick, Clerk

_____
Denise A. Dymond Lyn
COUNTY ATTORNEY

Attachment: LIHWAP Resolution 2022 (20296 : Modification of Subgrant Agreement E1999)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	The Confluence - Building Permit 202201629
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

The Planned Unit Development (CPA/AA/PUD-21-09) for “The Confluence" was approved by the Board of County Commissioners on September 14, 2021 for the development of a four-story structure containing up to 23 residential units, an outdoor verandah, up to 12 boat slips, associated parking, and two shared Drainage Retention Areas (DRAs).

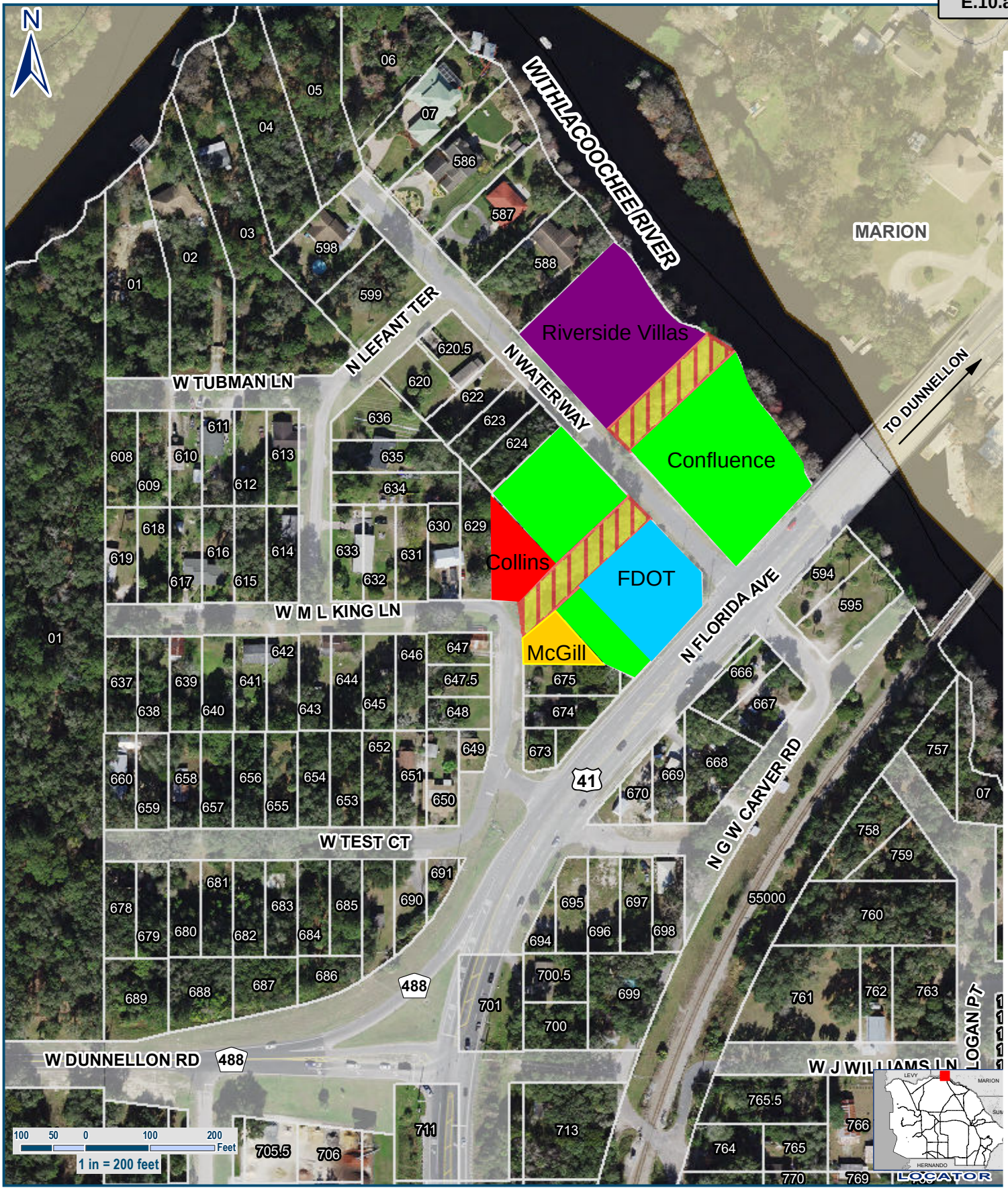
As a condition of approval of the PUD, an approved stormwater agreement is required. The attached agreement has been drafted to satisfy the requirement for the stormwater agreement.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Retention Pond Expansion and Maintenance Agreement with Mr. Robert C Hilger and Janet Harrison-Hilger, acting jointly as Developers.



Legend

Citrus County Right-of-Way (Improvised DRA)

EXHIBIT B

Geographic Information Systems

Prepared By : Susan O'Connell

Date: April 12, 2022

Source: Enterprise Geodatabase

Map Number: SO001303

Cynthia P. Skelhorn
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with or losses caused by reliance upon the accuracy or timeliness of this information and the viewing.

Attachment: Confluence Property Owners Map (20278 : The Confluence - Building Permit 202201629)

RETENTION POND EXPANSION AND MAINTENANCE AGREEMENT

This **RETENTION POND EXPANSION AND MAINTENANCE AGREEMENT** ("Agreement") is entered into this _____ of _____, 2022, by and between **Mr. Robert C. Hilger,** Owner, and **Janet Harrison-Hilger,** Owner, acting jointly as ("Developer"), whose address is 19950 The Granada, Dunnellon, Florida 34432, and **CITRUS COUNTY, Florida,** a political subdivision of the State of Florida ("Citrus County"), whose address is 110 North Apopka Avenue, Inverness, Florida 34450.

RECITALS

WHEREAS, On September 14, 2021, Citrus County approved Planned Unit Development (PUD) CPA/AA/PUD-21-09 for the development of a four-story structure containing up to 23 residential units, an outdoor verandah, up to 12 boat slips, associated parking, and two shared Drainage Retention Areas (DRAs), as generally outlined on **Exhibit "A"** ("The Confluence"), attached hereto and incorporated herein; and

WHEREAS, Developer desires to incorporate the two improvised County owned DRAs, located within the County's right of ways north and south of North Water Way Street as shown on **Exhibit "B"**, into their development to create two new shared DRAs (labeled DRA1 and DRA2) that will be designed, permitted, and constructed to handle the drainage from Developer's and County's contributing basins, as shown on **Exhibit "C"**; and

WHEREAS, Citrus County and Developer desire to set forth their respective rights and obligations in regard to the shared DRAs to be designed, permitted, and constructed by Developer; and

NOW, THEREFORE, in consideration of the mutual premises and the promises contained herein, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and covenant as follows:

1. **Recitals**. The statements contained in the recitals of facts set forth above are true and correct and are incorporated by this reference as a part of this Agreement.

2. **Retention Ponds**. Citrus County and the Developer hereby acknowledge that the Developer intends to expand the two improvised stormwater retention ponds within the County's right of way and on to the Developer's property, so the new DRAs can be designed, permitted, and constructed to accommodate the drainage from Developer's and County's contributing basin, and by this Agreement, Developer shall have said right to build in accordance with **Exhibit "C".** Developer and/or its assigns will repair any damage to the County's roads caused by Developer's construction activities. The Developer, as permittee, has obtained an Environmental Resource Permit ERP-88803.002 from the Southwest Florida Water Management District (SWFWMD) on December 7, 2021, to build in accordance with **Exhibit "C".** Both Developer (the permittee) and Citrus County need to be in compliance with the permit/SWFWMD rules and regulations. Citrus County reserves the right to make future renovations and modifications to the DRAs within the County's right of way as Citrus County deems advisable in their sole and absolute discretion. Citrus County will ensure Permittee's approved stormwater volume will not be diminished.

3. **Maintenance of Retention Ponds**. Developer shall, at Developer's sole cost and expense, be responsible to maintain, repair, keep clean and in a good and safe condition, free of debris and in keeping with all applicable laws, rules and governmental regulations, the DRAs. Citrus County shall have

Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

the right to undertake the aforesaid maintenance and repair activities in the event: (i) the maintenance or repair is an event of emergency that necessitates immediate action; or (ii) in the event that Developer fails to maintain the DRAs in good order and repair as required herein, after the County provides written notice of such failure to Developer. In the event Developer fails to cure such failure within fifteen (15) days after receipt of such notice (or such longer or shorter period of time as may be reasonable or necessary under the circumstances), the County may (i) perform the required maintenance or repair to such standard as is customary for County and invoice the Developer and (ii) perform the required maintenance or repair to such standard as is customary for County and establish and Municipal Service Benefit Unit (MSBU) so the homeowners within the development can pay for continued maintenance of the DRAs.

4. **Insurance**. Developer shall, at Developer's sole cost and expense, maintain commercial general liability insurance with a single combined limit of not less than One Million and No/100 Dollars ($1,000,000.00). Citrus County shall be named as an additional insured on said policy.

5. **Landscaping**. Developer may, at Developer's sole cost and expense, landscape within the DRAs, so long as such landscaping is in accordance with applicable laws, regulations and ordinances. The maintenance of any such landscape materials shall be undertaken by Developer in accordance with Section 3, above.

6. **Indemnification**. Developer shall indemnify, protect and hold harmless County from all claims, liabilities, obligations, costs and expenses (including, without limitation, reasonable attorney's fees and costs) relating to death, or personal injury to, persons or damage to property that may, in whole or in part, be caused by Developer, its contractor's, employee's, guests' or invitee's activities within the DRAs. Citrus County shall indemnify, protect and hold harmless Developer from all claims, liabilities, obligations, costs and expenses (including, without limitation, reasonable attorney's fees and costs) relating to death, or personal injury to, persons or damage to property that may, in whole or in part, be caused by Citrus County, its contractor's, employee's, guests' or invitee's activities upon the Property.

7. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. **Enforcement**. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, either party shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction in Citrus County, Florida. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Agreement, including, without limitation, specific performance of this Agreement.

9. **Attorney's Fees**. The prevailing party in any litigation involving this Agreement shall be entitled to recover from the non-prevailing party in such litigation all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, including all costs of appeal or otherwise, including reasonable attorneys' fees and paralegal fees in the enforcement of this Agreement.

10. **No Third-Party Beneficiaries**. The provisions of this Agreement are for the exclusive benefit of Citrus County and Developer, their respective heirs, successors, grantees, tenants, assigns, customers, invitees and guests, and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

11. **Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12. **Covenants Running With the Land**. All the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon County and Developer, their respective successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law.

13. **Modification and Termination**. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of Citrus County and Developer then only by written instrument duly executed and acknowledged by such owners and recorded. in the Public Records.

14. **Notices**. Any notice, request, demand, instruction or other communication to be given hereunder shall be in writing and shall either be (i) hand-delivered; (ii) sent by Federal Express or a comparable overnight delivery service; (iii) sent by facsimile transmission, provided that an original copy of the transmission shall be sent by overnight delivery service for receipt to be effective; or (iv) sent by certified mail, return receipt requested, to the applicable party at the address set forth in this Agreement. Notice shall be deemed to have been given upon receipt of such notice. The addressee and address for the purpose of this paragraph may be changed by giving written notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

15. **Assignment**. Developer shall have the right but not the obligation to assign the entirety of the rights and obligations set forth under this Agreement to THE CONFLUENCE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation.

16. **Counterparts**. This Agreement may be executed in counterparts; all such counterparts together being deemed a single document.

[execution signatures on the following pages]

Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

IN WITNESS WHEREOF, Citrus County and Developer have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Developer:
Robert C. Hilger
Owner

By: _____
Robert C. Hilger, Developer

_____
1st Witness
Printed Name: Philip Hernandez

_____
2nd Witness
Printed Name: Aida C. Hernandez

STATE OF FLORIDA
COUNTY OF ~~CITRUS~~ Marion

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 28 day of April, 2022 by Robert C Hilger as Developer for The Confluence project who is — personally known me or who has produced Florida DL as identification.

_____
Notary Public-State of Florida

Printed Name:

Commission No:

Expiration Date:

PHILIP HERNANDEZ
Commission # GG 969995
Expires May 29, 2024
Bonded Thru Budget Notary Services

Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

Signed, sealed and delivered
in the presence of:

Developer:
Janet Harrison-Hilger
Owner

By: Janet Harrison-Hilger
Janet Harrison-Hilger, Developer

1st Witness
Printed Name: Philip Hernandez

2nd Witness
Printed Name: Aida L. Hernandez

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of April 2022 by Janet Harrison Hilger as Developer for The Confluence project who is ☐ personally known me or who has produced Florida DL as identification.

Notary Public-State of Florida

Printed Name:

Commission No:

Expiration Date:

PHILIP HERNANDEZ
Commission # GG 969995
Expires May 29, 2024
Bonded Thru Budget Notary Services

Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

Signed, sealed and delivered
in the presence of:

CITRUS COUNTY:
CITRUS COUNTY, Florida
a political subdivision of the State of Florida

_____
1st Witness
Printed Name: _____

By: _____
Name: Ronald E. Kitchen, Jr., Chairman

_____
2nd Witness
Printed Name: _____

(notarization on following page)

STATE OF FLORIDA
COUNTY OF CITRUS

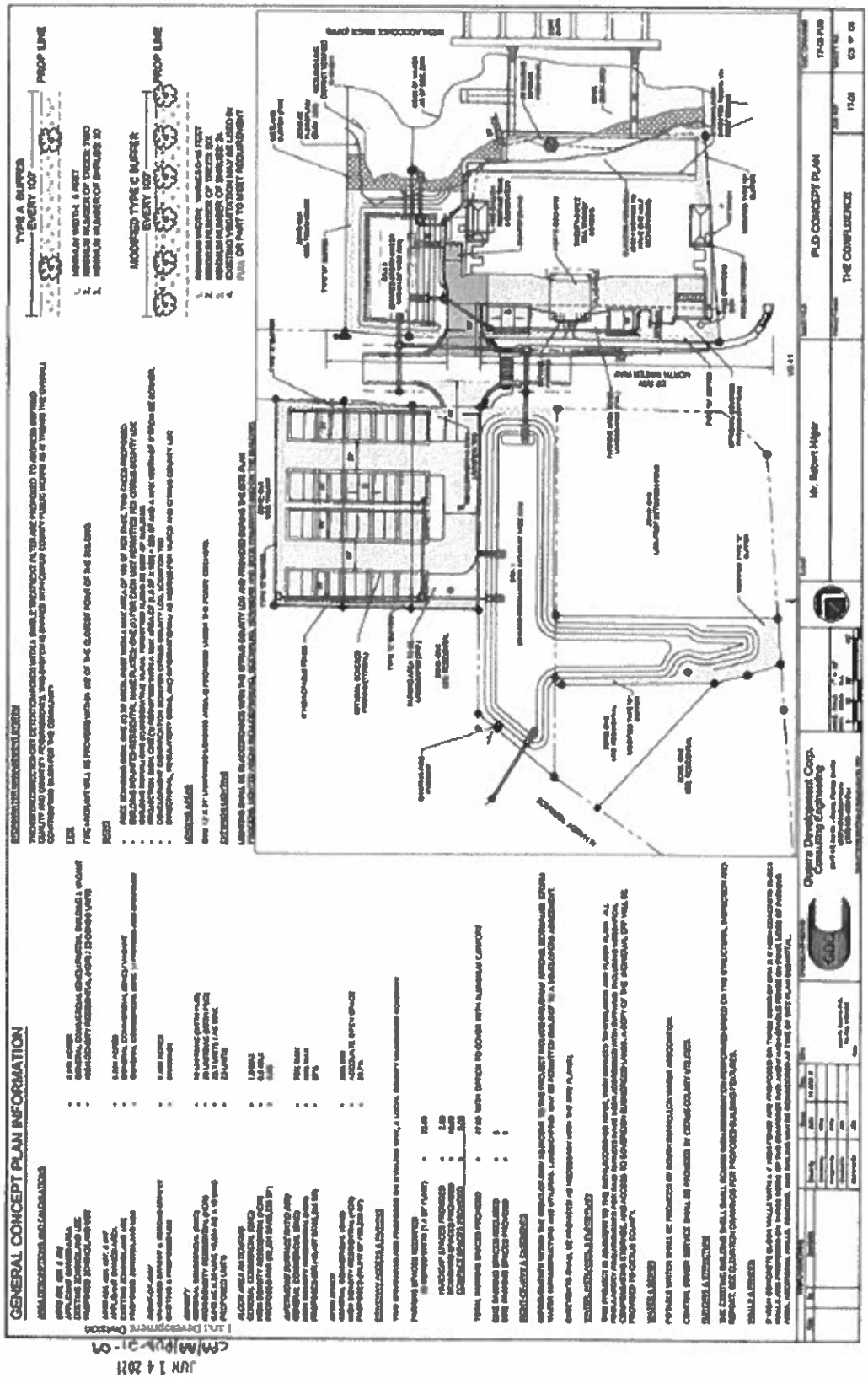
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2022, by _____, as _____ of Citrus County, Florida, a political subdivision of the State of Florida, who is personally known to me.

[Seal]

_____
Notary Public
Print Name: _____
My Commission Expires:

Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

Exhibit A
CPA/AA/PUD-21-09 – PUD Master Plan



Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

Exhibit B

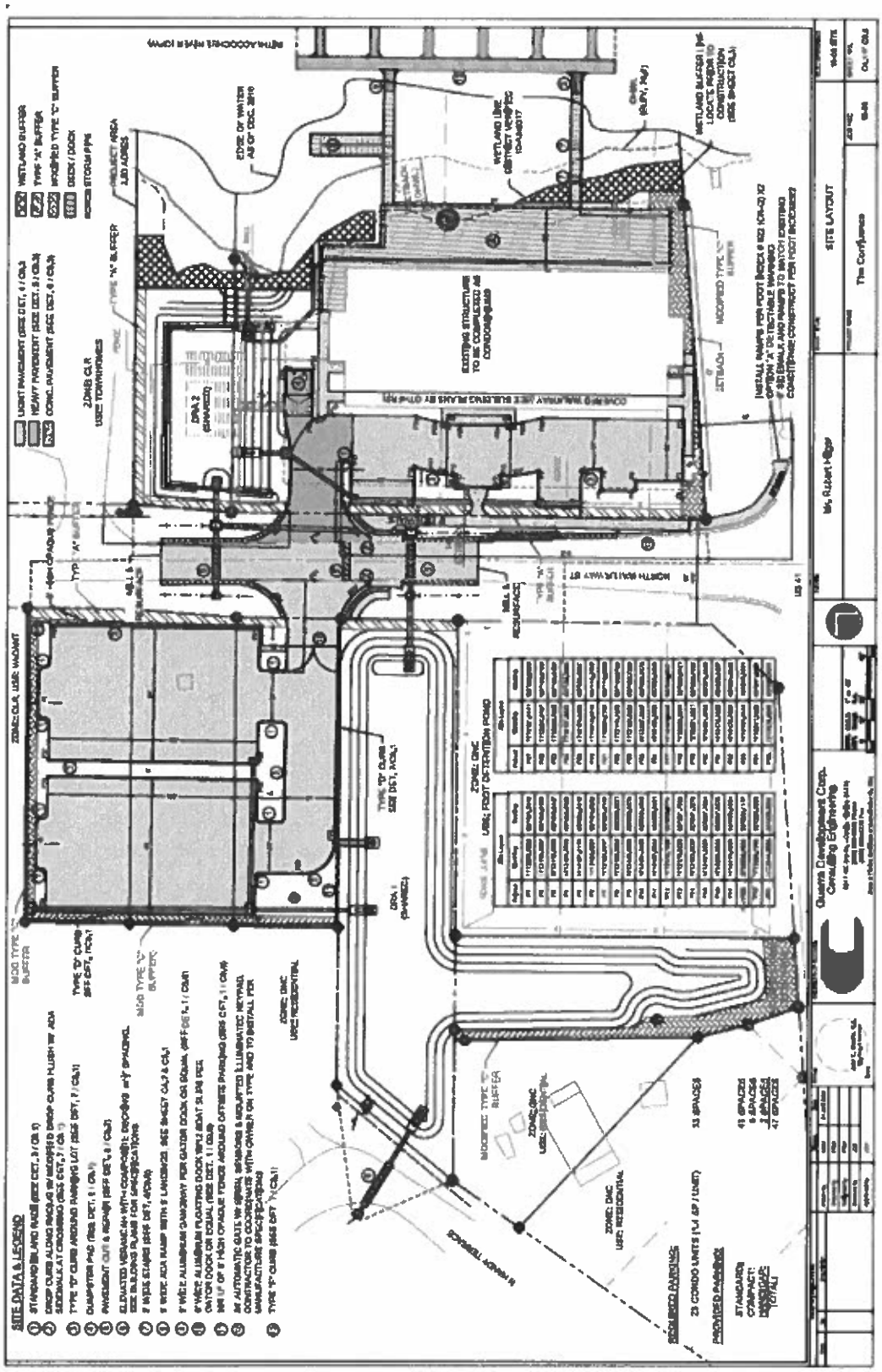
Citrus County Rights-of-Way



Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

Exhibit C

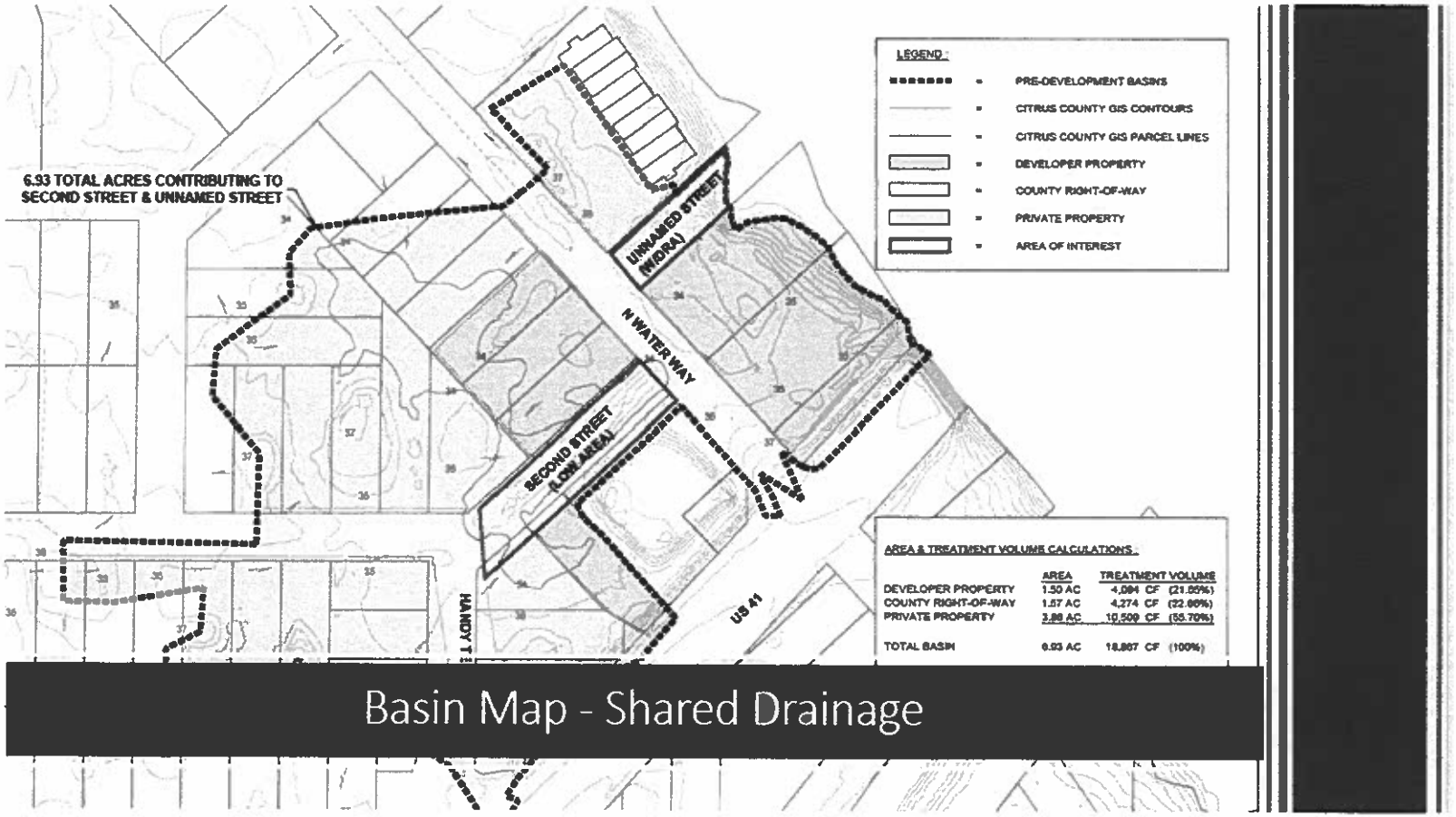
CPA/AA/PUD-21-09 – Permit 202201629 Site Layout



Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

Exhibit C

CPA/AA/PUD-21-09 – Shared Drainage Map and Treatment Volumes



DEVELOPER (SHOWN IN GREEN) SHARE = +/- 22.0%

PRIVATE PROPERTY (SHOWN IN BLUE) & RIGHT-OF-WAY(SHOWN IN YELLOW) = +/-78.0%

Attachment: Retention Pond Exp and Maint Agmt (20278 : The Confluence - Building Permit 202201629)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan Agreement
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

The amendment is for an active watershed management agreement (18CF0000889) for the North Citrus Withlacoochee River Watershed with the following proposed modifications:

1. Update Project Manager info
2. Extend the Contract Period from June 30, 2022, to June 30, 2024
3. Update the Project Schedule to reflect the proposed Contract Period extension

Data collected from the past historic rainfall season (2021) and additional requirements required by the Florida Department of Environmental Protection and the five Water Management Districts provide the County the opportunity to receive additional data to be included in the remaining components.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the First Amendment to Agreement Between the Southwest Florida Water Management District and Citrus County for North Citrus Withlacoochee River Watershed Management Plan (N891).

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Kelly S. Rice
Chair, Citrus, Lake, Levy, Sumter
Joel Schleicher
Vice Chair, Charlotte, Sarasota
Michelle Williamson
Secretary, Hillsborough
Ed Armstrong
Treasurer, Pinellas
Ashley Bell Barnett
Polk
Jack Bispham
Manatee
John Hall
Polk
William Hogarth
Pinellas
John Mitten
Hernando, Marion
Seth Weightman
Pasco

Brian J. Armstrong, P.G.
Executive Director

March 30, 2022

RECEIVED
APR - 1 2022
Citrus County Engineering

Tiffany Crosby
Citrus County BOCC
Engineering Division
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

Subject: North Citrus Withlacoochee River Watershed Management Plan
Project No. N891
Agreement No. 18CF0000889 – 2018REV0004

Dear Tiffany Crosby:

Enclosed are two originals of the amendment to the agreement between the Southwest Florida Water Management District (District) and Citrus County, for the subject project. Please have all originals signed and dated, then return them to my attention at our Brooksville office. One fully executed original will be sent to you for your files after the District's executive director or designee has signed the amendment.

Please contact the procurement section if you are unable to have the referenced amendment signed and returned to the District within 90 calendar days from the date on this letter. Delayed execution of this agreement may affect the ranking of future cooperative funding requests.

If you have any questions, please contact me at 352-796-7211, extension 4269.

Sincerely,

Rita Harrod
Project Management Analyst
Project Management Office

Enclosures (2)

Attachment: 1st Amendment to SWFWMD Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

AGREEMENT NO: 18CF0000889
2018REV0004

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITRUS COUNTY
FOR
NORTH CITRUS WITHLACOOCHEE RIVER WATERSHED MANAGEMENT PLAN (N891)

This FIRST AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITRUS COUNTY, a political subdivision of the State of Florida, having an address of 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective June 30, 2017, (Agreement No. 18CF0000889) that expires on June 30, 2022, hereinafter referred to as the "Existing Agreement," for the completion of a Watershed Management Plan (WMP) including floodplain analysis, Stormwater Level of Service analysis (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) alternative for the North Citrus Withlacoochee River Watershed in Citrus; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to modify the COOPERATOR'S Project Manager, extend the contract period and modify the Project Schedule and update contract language applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Project Contacts and Notices Paragraph is hereby amended to replace the COOPERATOR'S Project Manager with Tiffany Crosby.

2. The Contract Period Paragraph is hereby amended to extend the expiration date of June 30, 2022 to June 30, 2024.

3. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

DESCRIPTION	COMMENCE	COMPLETE
1.1 Digital Topographic Information	10/01/2017	07/31/2018
1.2 Watershed Evaluation	08/01/2018	12/31/2019

Attachment: 1st Amendment to SWFWMD Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

1.3 Floodplain Analysis	01/01/2020	07/31/2022
1.4 Level of Service	08/01/2022	01/31/2023
1.5 Surface Water Resource Assessment	02/01/2023	07/31/2023
1.6 BMP Alternatives Analysis	08/01/2023	01/31/2024

4. New Paragraph 22, SCRUTINIZED COMPANIES., is hereby added as follows:

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of $1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the 2D PARTY certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The 2D PARTY agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the 2D PARTY is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

5. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

Attachment: 1st Amendment to SWFWMD Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Scott Letasi, P.E., PMP — Date
Bureau Chief, Engineering & Project Management

CITRUS COUNTY

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITRUS COUNTY
FOR
NORTH CITRUS WITHLACOOCHEE RIVER WATERSHED MANAGEMENT PLAN (N891)

Attachment: 1st Amendment to SWFWMD Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

AGREEMENT NO: 18CF0000889
2018REV0004

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITRUS COUNTY
FOR
NORTH CITRUS WITHLACOOCHEE RIVER WATERSHED MANAGEMENT PLAN (N891)

This FIRST AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITRUS COUNTY, a political subdivision of the State of Florida, having an address of 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective June 30, 2017, (Agreement No. 18CF0000889) that expires on June 30, 2022, hereinafter referred to as the "Existing Agreement," for the completion of a Watershed Management Plan (WMP) including floodplain analysis, Stormwater Level of Service analysis (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) alternative for the North Citrus Withlacoochee River Watershed in Citrus; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to modify the COOPERATOR'S Project Manager, extend the contract period and modify the Project Schedule and update contract language applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Project Contacts and Notices Paragraph is hereby amended to replace the COOPERATOR'S Project Manager with Tiffany Crosby.

2. The Contract Period Paragraph is hereby amended to extend the expiration date of June 30, 2022 to June 30, 2024.

3. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

DESCRIPTION	COMMENCE	COMPLETE
1.1 Digital Topographic Information	10/01/2017	07/31/2018
1.2 Watershed Evaluation	08/01/2018	12/31/2019

Attachment: 1st Amendment to SWFWMD Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

1.3 Floodplain Analysis	01/01/2020	07/31/2022
1.4 Level of Service	08/01/2022	01/31/2023
1.5 Surface Water Resource Assessment	02/01/2023	07/31/2023
1.6 BMP Alternatives Analysis	08/01/2023	01/31/2024

4. New Paragraph 22, SCRUTINIZED COMPANIES., is hereby added as follows:

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of $1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the 2D PARTY certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The 2D PARTY agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the 2D PARTY is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

5. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

Attachment: 1st Amendment to SWFWMD Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____
Scott Letasi, P.E., PMP Date
Bureau Chief, Engineering & Project Management

CITRUS COUNTY

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

Attachment: 1st Amendment to SWFWMD Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

AGREEMENT NO: 18CF0000889
2018REV0004

COOPERATIVE FUNDING AGREEMENT (Type 4)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITRUS COUNTY
FOR
NORTH CITRUS WITHLACOOCHEE RIVER WATERSHED MANAGEMENT PLAN (N891)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITRUS COUNTY, a political subdivision of the State of Florida, whose address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the completion of a Watershed Management Plan (WMP) including floodplain analysis, Stormwater Level of Service analysis (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) alternative for the North Citrus Withlacoochee River Watershed in Citrus County, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT:
Nam Nguyen
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

Project Manager for the COOPERATOR:
Mark Schroder
Citrus County
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

Any changes to the above representatives or addresses must be provided to the other party in writing.

1.1 Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed in accordance with each party's signature authority. Project Managers are not authorized to approve any time extension which will result in an increased cost, or which will exceed the expiration date set forth in the Contract Period Paragraph.

1.2 Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan attached hereto as an exhibit or, if applicable, the refined budget as set forth in Subparagraph 2 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed in accordance with each party's signature authority. Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the amounts set forth in the funding section of this Agreement, or a line item amount if the adjusted amount exceeds the COOPERATOR'S appropriation of funds necessary to complete any Project Task in the fiscal year in which the adjustment is requested.

2. SCOPE OF WORK.

The DISTRICT shall perform the services necessary to complete the PROJECT in accordance with the Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the DISTRICT. The DISTRICT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT shall be Eight Hundred Twenty-Five Thousand Dollars ($825,000). The COOPERATOR agrees to fund PROJECT costs up to Four Hundred Twelve Thousand Five Hundred Dollars ($412,500) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR has fully appropriated from legally available funds the amounts for all Project Tasks with completion dates ending in the first fiscal year of this Agreement as set forth in the Project Plan. No later than October 10th of each year thereafter, the COOPERATOR shall provide documentation to the DISTRICT confirming that the COOPERATOR has fully appropriated from legally available funds the amounts for all Project Tasks to be completed in the then current fiscal year as set forth in the Project Plan. The COOPERATOR shall ensure that the appropriated funds shall remain available for the

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

PROJECT until all reimbursements have been made to the DISTRICT as required by this Agreement. In the event the COOPERATOR fails to appropriate sufficient funds to complete the Project Tasks in any fiscal year, the DISTRICT may terminate this Agreement by providing ten (10) days written notice to the COOPERATOR. The DISTRICT agrees to fund PROJECT costs up to Four Hundred Twelve Thousand Five Hundred Dollars ($412,500) and shall have no obligation to pay any costs beyond this maximum amount. In the event that the total cost of the PROJECT exceeds $825,000, the DISTRICT and COOPERATOR by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT shall pay PROJECT costs prior to requesting reimbursement from the COOPERATOR.

3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved $150,000 for the PROJECT through Fiscal Year 2018. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.

3.2 The COOPERATOR shall reimburse the DISTRICT for the COOPERATOR'S share of the allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. The DISTRICT may contract with consultant(s), contractor(s) or both and the budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The COOPERATOR shall reimburse the DISTRICT for fifty percent (50%) of all allowable costs in each invoice received from the DISTRICT, but at no point in time shall the COOPERATOR'S expenditure amount under this Agreement exceed expenditures made by the DISTRICT. Payment shall be made to the DISTRICT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the COOPERATOR at the following address:

Mark Schroder
Citrus County
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

This Subparagraph shall survive the expiration or termination of this Agreement.

3.3 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The COOPERATOR shall not reimburse the DISTRICT for any purposes not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

3.4 Each DISTRICT invoice must include the following certification, and the DISTRICT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the DISTRICT'S matching funds, as represented in this invoice, are directly related to the performance under the (N891) agreement between the Southwest Florida Water Management District and Citrus County (Agreement No. 18CF0000889), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

3.5 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the DISTRICT will continue to perform the PROJECT work in accordance with the Project Plan. The DISTRICT is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the COOPERATOR'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, within (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The DISTRICT'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the DISTRICT concerning the dispute.

4. COMPLETION DATES.

The DISTRICT shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the DISTRICT, the DISTRICT'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. The suspension of the DISTRICT'S obligations provided in this provision shall be the DISTRICT'S sole remedy for the delays set forth herein.

5. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2017 and shall remain in effect through June 30, 2022, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the DISTRICT, whichever occurs first, unless amended in writing by the parties.

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

6. PROJECT RECORDS AND DOCUMENTS.

Upon request by the COOPERATOR, the DISTRICT shall permit the COOPERATOR to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the COOPERATOR. Payments made to the DISTRICT under this Agreement shall be reduced for amounts founds to be not allowable under this Agreement by an audit. The DISTRICT shall refund to the COOPERATOR all such disallowed payments. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents including reports, drawings, estimates, program, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with COOPERATOR funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. This Paragraph shall survive the expiration or termination of this Agreement.

8. REPORTS.

Upon request by the COOPERATOR, the DISTRICT shall provide the COOPERATOR with copies of any and all data, reports, models, studies, maps or other documents resulting from the PROJECT.

9. LIABILITY.

Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement.

This Liability Paragraph does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this Liability Paragraph shall not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement.
The Liability Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

10. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

11. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosures laws set forth in Chapter 119, F.S.

12. RECOGNITION.

The DISTRICT shall recognize COOPERATOR funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to COOPERATOR approval. If construction is involved, the DISTRICT shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the COOPERATOR. All signage must meet with COOPERATOR written approval as to form, content and location, and must be in accordance with local sign ordinances.

13. LAW COMPLIANCE.

Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involved design services, the DISTRICT'S consultants, regulation, and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations.

14. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

15. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the COOPERATOR and any contractor of the DISTRICT.

16. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

17. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the DISTRICT is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

18. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

19. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Paragraph shall survive the expiration or termination of this Agreement.

20. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

21. DOCUMENTS.

The following document is attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" Project Plan

The remainder of this page intentionally left blank.

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ 11/28/2017
Amanda Rice, P.E. Date
Assistant Executive Director

CITRUS COUNTY

By: _____ 11/14/17
Scott Carnahan Date
Chairman, Board of County Commissioners

COOPERATIVE FUNDING AGREEMENT (TYPE 4)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITRUS COUNTY
FOR
NORTH CITRUS WITHLACOOCHEE RIVER WATERSHED MANAGEMENT PLAN (N891)

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

AGREEMENT NO. 18CF0000889
2018REV0004

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

This is a multi-year funded PROJECT to develop a watershed management plan (WMP) for the North Citrus Withlacoochee River watershed (Watershed), which covers an area of approximately 35 square miles located in north-central Citrus County, Florida. This WMP will include LiDAR data acquisition; watershed model; floodplain analysis; peer review; public meeting; Board approval of final floodplain results; Stormwater Level of Service (LOS); Surface Water Resource Assessment (SWRA); and Best Management Practice (BMP) alternative. Currently, flood analysis models are not available and the Watershed includes regional or intermediate stormwater systems. The information developed from the PROJECT will assist the COOPERATOR with floodplain and water quality management as well as planning and development decisions. It will also support the DISTRICT'S Resource Management and Environmental Resource Permitting programs. The following components of the DISTRICT'S Watershed Management Program will be performed: (1) Digital Topographic Information, (2) Watershed Evaluation, (3) Floodplain Analysis, and (4) Alternatives Analysis. These components are defined under the Project Tasks section below. Project Tasks are to be accomplished according to the Project Schedule and Project Budget sections below. The DISTRICT will manage the PROJECT, which includes retaining consultants to perform the Project Tasks.

RESOURCE BENEFIT

Analyze flooding and water quality problems that exist in the watershed to identify risk of flood damage, water quality issues, and cost-effective alternatives.

PROJECT TASKS

All work related to this PROJECT will be performed in accordance with the DISTRICT'S Watershed Management Program Guidance documents, effective as of the date of the execution of this Agreement. A list of these Guidance documents can be found at: http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents (WMP_Guidance.zip).

1. DIGITAL TOPOGRAPHIC INFORMATION – Involves the collection of ground elevation data using aerial photogrammetric Light Detection and Ranging (LiDAR) methods in conjunction with supplemental ground topographic survey, as needed, to construction derived mapping products (digital terrain models, contours, etc.) for the Watershed.

2. WATERSHED EVALUATION – The systematic acquisition and assessment of Watershed data through desktop and field reconnaissance and survey; and development of Geographic Watershed Information System (GWIS) database, or a Geographical Information System (GIS) database in a format approved by the DISTRICT, for the Watershed features. Watershed Evaluation defines the Watershed's natural conveyance and storage features as well as stormwater infrastructure. It also establishes the complexity of preliminary model features of the Watershed. To provide additional quality

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

assurance, the deliverables will be peer reviewed by an independent and qualified consultant.

3. FLOODPLAIN ANALYSIS – Consists of tasks related to the management of surface water resources. These tasks include developing a Watershed model and identifying associated floodplains. The Watershed model and floodplain results will be peer reviewed by an independent and qualified consultant. A preliminary floodplain open house will be held to solicit public comments.

4. LEVEL OF SERVICE - Task includes establishing flood protection level of service (FPLOS), identifying roadway and structure flooding, and estimating flood damage.

5. SURFACE WATER RESOURCE ASSESSMENT – Task includes performing a Surface Water Resource Assessment (SWRA) and estimating pollutant loads.

6. BMP ALTERNATIVE ANALYSIS – Task includes identifying drainage improvement projects through alternatives analysis and prioritization, as well as identifying best management practices (BMPs) to address water quality concerns of the Watershed.

DELIVERABLES

- Monthly Status Reports
- Project Development Document
- Topographic Mapping Products
- Watershed Evaluation Report
- Watershed Model
- WMP Geodatabase
- Floodplain Justification Report
- Peer Review Report
- Comments Geodatabase
- FPLOS Analysis Report
- SWRA report and supporting calculations/model
- BMP Alternatives Analysis Report

PROJECT SCHEDULE

Additional milestones for the following tasks will be completed within the timeframes set forth in Task Work Assignments (TWAs) issued to the DISTRICT'S consultant. The DISTRICT will issue a notice to proceed to its consultant no later than 6 months from the execution of this Agreement.

DESCRIPTION	COMMENCE	COMPLETE
1.1 Digital Topographic Information	10/01/2017	07/31/2018
1.2 Watershed Evaluation	08/01/2018	12/31/2019
1.3 Floodplain Analysis	01/01/2020	12/31/2020
1.4 Level of Service	01/01/2021	03/31/2021
1.5 Surface Water Resource Assessment	04/01/2021	06/30/2021
1.6 BMP Alternatives Analysis	07/01/2021	12/31/2021

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1.1 Digital Topographic Information	$35,000	$35,000	$70,000
1.2 Watershed Evaluation	$170,000	$170,000	$340,000
1.3 Floodplain Analysis	$137,500	$137,500	$275,000
1.4 – 1.6 Level of Service, Surface Water Resource Assessment, and BMP Alternative Analysis	$70,000	$70,000	$140,000
TOTAL	$412,500	$412,500	$825,000

The remainder of this page intentionally left blank.

Attachment: SWFWMD Cooperative Funding Agreement (20247 : 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

On June 13, 2017, (Item #B-9), the Board of County Commissioners (BOCC) declared AK# 3125825, 3406 N. Turkey Oak Dr., Crystal River, Florida surplus and authorized Land Section to negotiate the sale of said parcel. The property was offered for sale through the contracted services of Kevin Cunningham, Real Estate Broker at REMAX Realty One. Recently, interested parties supplied offers for the property.

- April 12, 2022, Hamid Ashtari; pulled from agenda due to second offer being presented.
- April 26, 2022, Hamid Ashtari, Lecanto Properties LLLP and Charlie Michaels Inc. (Additional Information.) At this meeting, the BOCC provided direction for each party to re-submit their best and final offer by Friday, April 29, 2022, at 5:00 p.m. with a letter from their bank verifying availability of funds. Any offer submitted without a financial letter and/or after 5:00 p.m. would not be considered. The BOCC agreed to act on the sale of this property today.

Based on an Appraisal Report dated October 19, 2020, the value of the parcel is $5,385,000.00. Per Florida Statute 125.35, and Citrus County Code, Chapter 2, Article IV.I, and Administrative Regulation 8.03-2, the Board may accept or reject the offers. Proceeds of this sale are earmarked for the proposed new Animal Shelter.

Ashtari offer did not include proof of financial ability to consummate the proposed transaction. Rather they provide a letter of support from Lennar Homes.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

Net Income potential $6,600,000.00

RECOMMENDED ACTION:

a. Authorize Chairman to accept the highest and best offer.

b. Approve and authorize the Chairman to execute the Vacant Land Contract and Addendum to Vacant Land Sales Agreement.

c. Authorize staff to execute all other documents related to the closing of the property, except for recordable documents; approve and authorize payment of related closing costs associated with this property disposition.

d. Authorize Chairman to execute a subsequent County Deed and authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.

EXECUTIVE SUMMARY

Agenda Request: Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm

Department / Division / Office: Public Works Department / Engineering Division / Land Section

Purpose:

On June 13, 2017, (Item #B-9), the Board of County Commissioners (BOCC) declared AK# 3125825, 3406 N. Turkey Oak Dr., Crystal River, Florida surplus and authorized Land Section to negotiate the sale of said parcel.

The property was offered for sale through the contracted services of Kevin Cunningham, Real Estate Broker at REMAX Realty One and recently, interested parties supplied offers for the property.

- **April 12, 2022, Hamid Ashtari**. Pulled from agenda due to second offer being presented.

- **April 26, 2022, Hamid Ashtari, Lecanto Properties LLLP and Charlie Michaels Inc. (Additional Information.)** At this meeting, the BOCC provided direction for each party to re-submit their best and final offer by Friday, April 29, 2022, at 5:00 p.m. with a letter from their bank verifying availability of funds. Any offer submitted without a financial letter and/or after 5:00 p.m. would not be considered.

BOCC Terms provided to Offerors:

- Greatest Net Offer.
- Lowest possible Due Diligence period.
- Utilize a local Title Company.
- Closing date within 30-days after expiration of Due Diligence period.
- The Legal description is attached.
- Execute form of Drainage Easement Agreement attached at closing.
- Seller shall pay no closing costs or taxes on this conveyance.
- Buyer shall pay all closing costs and taxes on this conveyance.
- Buyer hereby agrees to accept a County Deed and hold Seller harmless for any title or property deficiencies and Seller makes no warranties about the property's condition seen or unseen.
- Property is subject to (i) the development requirements set forth in the Development of Regional Impact currently in place, (ii) a drainage easement over the 50 ft. parcel shown Exhibit "A-2" attached hereto (the "Drainage Easement Area") in the form of easement agreement attached hereto as Exhibit "A-3" (the

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

"Drainage Easement Agreement"), and (iii) all recorded easement, use, or occupancy rights reserved to or benefitting Seller (the "Property").

- Contract is contingent upon approval by the Citrus County Board of County Commissioners.
- Buyer is aware that County may need to extend closing date to allow the Citrus County Board of County Commissioners to meet.
- The BOCC agreed to act on the sale of this property on May 10, 2022.

Based on an Appraisal Report dated October 19, 2020, the value of the parcel is $5,385,000.00. Per Florida Statute 125.35, and Citrus County Code, Chapter 2, Article IV.I, and Administrative Regulation 8.03-2, the Board may accept or reject the offers.

Proceeds of this sale are earmarked for the proposed new Animal Shelter.

Action Required:

A. Authorize Chairman to accept the highest and best offer.

B. Approve and authorize the Chairman to execute the Vacant Land Contract and Addendum to Vacant Land Sales Agreement.

C. Authorize staff to execute all other documents related to the closing of the property, except for recordable documents; approve and authorize payment of related closing costs associated with this property disposition.

D. Authorize Chairman to execute a subsequent County Deed and authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

E. Authorize staff to deliver deed once deed has been recorded in the Public Record.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

Betz Farm Offer Comparison		
	Ashtari	**Charlie Michaels**
Purchase Price	$6,600,000.00	$6,500,000.00
Initial Deposit	$40,000.00 to Escrow Agent 3 days after Buyer signs contract	$100,000.00
Additional Deposit	$60,000.00 Within 3 days after Seller signs contract (Effective Date)	$200,00.000 - 72 hours after 60 day due diligence period
Acceptance	05/20/2022 Buyer is aware County may need to extend to allow the BOCC to meet.	05/13/2022 Buyer is aware County may need to extend to allow the BOCC to meet.
Closing Date	Close on 08/23/2022 Buyer is aware County may need to extend to allow the BOCC to meet.	90 days after County's acceptance. (8/8/2022) Buyer is aware County may need to extend to allow the BOCC to meet.
Financing	Cash	Cash
Financial letter	**Not provided**; submitted Letter of support from Lennar. Per Addendum: Within 10 days of the Effective Date, Buyer will provide Seller with proof of financial ability to consummate the proposed transaction.	Provided
Title Company	**Citrus Title Company LLC** Jennifer Duca 112 W Highland Blvd Inverness FL 34452 352-419-4599 jen@citrustitleco.com	**Sun Coast Title Company** Cassandra Grassman 7313 Professional Pkwy E Lakewood Ranch, FL 34240 941-306-5890 Cassandra@sctitleco.com
Title	Statutory County Deed	Statutory County Deed
Title Evidence	Seller	Buyer
Due Diligence Period	60 days (ends 7/11/22)	60 days (ends 7/11/22)
		Buyer waives the right to receive a CCCL affidavit or survey
Closing Cost	Seller pays no closing costs or taxes except Title Evidence & Buyer pays all closing costs & taxes except Title Evidence	Seller pays no closing costs or taxes/Buyer pays all closing costs & taxes
Net to County	$6,579,000.00	$6,500,000.00
Other: Development	The Property shall be developed with the following required amenities, which development requirements will run with the land way of deed restrictions to be incorporated in the Deed and execute a Drainage Easement Agreement: A Clubhouse for Social Gatherings Court Related Sporting Facilities Swimming Facilities Multi-purpose trails and dog parks incorporating Wildlife Observation & Conservation Oriented features Road network integrated into natural features Distinctive entrance ways with border features	Per existing DRI & execute Drainage Easement Agreement
	See Addendum for Legal Description, etc.	See Addendum for Legal Description, etc.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

ORIGIN ID:BOWA (941) 359-9000
ALYSON HAYNES

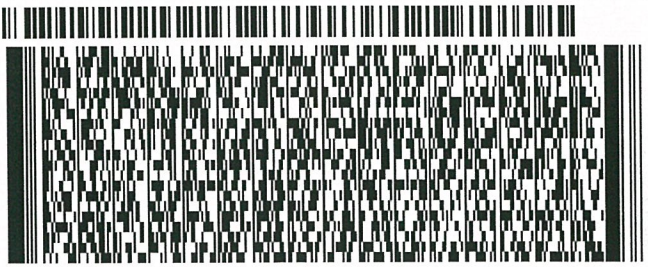
1651 WHITFIELD AVENUE
SUITE 200
SARASOTA, FL 34243
UNITED STATES US

SHIP DATE: 28APR22
ACTWGT: 0.50 LB
CAD: 254168003/INET4490

BILL SENDER

TO SUSAN BOELK
CITRUS COUNTY ADMINISTRATOR
3600 W SOVEREIGN PATH
SUITE 267
LECANTO FL 34461
(352) 527-5460 REF:
INV:
PO: DEPT:

577J2/BDF9/FE4A



FedEx Express

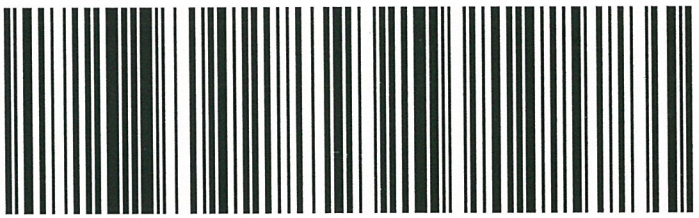
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FRI - 29 APR 10:00A
FIRST OVERNIGHT

TRK# 0201 7767 1721 2008

34461
FL-US TPA

34 GIFA



RECEIVED
APR 29 2022
Citrus County Land Section

FedEx Ship Manager - Print Your Label(s)

4/28/22, 11:51 AM

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FIFTH THIRD
PRIVATE BANK

April 28, 2022

Carlos Beruff
1651 Whitfield Ave
Sarasota, FL 34243

RE: Availability of Funds

To Whom It May Concern,

Please accept this letter as verification of availability of funds for Mr. Carlos Beruff.
Mr. Beruff has adequate funds to cover a $6,500,000.00 transaction; he is a very valued client of the Private Bank.

Should you need to reach me for further verification, I can be reached at 727-686-2167.

Sincerely,

Sladjana Andric
Assistant Vice President
Fifth third Private Bank
50 Central Ave. 8th floor
Sarasota, FL 334236
Sladjana.andric@53.com

Fifth Third does not provide tax or legal advice. Please consult your tax advisor or attorney before making any decisions or taking any action based on this information. Wealth Planning and Trust Services offered by Fifth Third Bank.
Fifth Third Bancorp provides access to investments and investment services through various subsidiaries, including Fifth Third Securities. Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a registered broker-dealer and registered investment advisor. Securities and investments offered through Fifth Third Securities, Inc.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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Vacant Land Contract

1. Sale and Purchase ("Contract"): *Citrus County Florida a Political Subdivision of The State Of Florida* ("**Seller**") and *Charlie Michaels, Inc.* ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: *3406 North Turkey Oak Drive, Crystal River, FL 34428*

Legal Description:

ALL THAT PART OF SEC 15-18-17 THAT LIES NORTH OF TURKEY OAK DR AS PER PB 15 PG 127-131
(SEE ADDENDUM FOR FULL DISCRIPTION)

SEC *15* /TWP / *18* /RNG *17* of *Citrus* County, Florida. Real Property ID No.: *3125825*
including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) ..... $ *6,500,000.00*

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: *Sun Coast Title Company*
Escrow Agent's Contact Person: *Cassandra Grassman*
Escrow Agent's Address: *7313 Professional Pkwy E, Lakewood Ranch, FL 34240*
Escrow Agent's Phone: *(941) 306-5890*
Escrow Agent's Email: *Cassandra@sctitleco.com*

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☒ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date ..... $ *100,000.00*

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $

(d) Other: *72 Hours after 60 Day Due Diligence Period* ..... $ *200,000.00*

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ *6,200,000.00*

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *May 13, 2022*, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on *90days after County acceptance* ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☒ other (specify) ***Statutory County Deed***, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☐ **Seller's** ☒ **Buyer's** expense and **(Check one)** ☒ within *15* days after Effective Date ☐ at least _____ days before Closing Date, **(Check one)**

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within *60* days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on deed~~

Recording fees for documents needed to cure title

~~Title evidence (if applicable under Paragraph 8)~~

~~Estoppel Fee(s)~~

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: ***Taxes on Deed, if any***

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Kevin D. Cunningham BK655978	*Parrish Realty CQ1041075, Charles Tokarz*
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

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KevinC@remax.net		*chartiet@medallionhomes.com*
Seller's Sales Associate Email Address		**Buyer's** Sales Associate Email Address
352-422-7547		*941-359-9000*
Seller's Sales Associate Phone Number		**Buyer's** Sales Associate Phone Number
RE/MAX Realty One		*Parrish Realty*
Listing Brokerage		**Buyer's Brokerage**
2421 N. Lecanto Hwy, Lecanto, FL 34461		*1651 Whitfield Ave, Suite 200, Sarasota, FL 34243*
Listing Brokerage Address		**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

23. Additional Terms: _____

SEE ATTACHED ADDENDUM

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: *Charlie Michaels, Inc.*

Buyer: _____ Date: 4/28/22

Print name: *Carlos Beruff, President*

Buyer's address for purpose of notice:

Address: *1651 Whitfield Ave, Suite 200, Sarasota, FL 34243*

Phone: _____ Fax: _____ Email: *CarlosB@medallionhomes.com*

Seller: _____ Date: _____

Print name: *Citrus County Florida a Political Subdivision of The State Of Florida*

Seller: _____ Date: _____

Print name: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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Seller's address for purpose of notice:

Address: *Citrus County Administrator, 3600 W Sovereign Path Suite 267, Lecanto, FL 34461*

Phone: *352-527-5460* Fax: _____ Email: *Susan.Boelk@citrusbocc.com*

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter-offer.)**

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ADDENDUM TO VACANT LAND SALES AGREEMENT

Citrus County, Florida, ("Seller"), and Charlie Michaels, Inc., ("Buyer"), have entered into a Vacant Land Contract ("Agreement"), **executed by Buyer on April 28, 2022**, wherein Seller agrees to sell, and Buyer agrees to buy certain real properties located at 3406 N Turkey Oak Dr, Crystal River, Florida, Citrus County, Florida; and

WHEREAS, Buyer desires to purchase the real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, Seller desires to sell to Buyer such real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, the parties hereto desire to more clearly define the terms and conditions of the conveyance of the Real Property from Seller.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration as set forth in this Addendum and the Agreement, the parties agree that the following provisions of this Addendum shall be incorporated in and become a part of the Agreement as follows:

1. **INCORPORATION OF ADDENDUM:**

   a. The terms and conditions of this Addendum shall be incorporated in and be a part of that certain Agreement between the parties as if more fully set forth therein.

   b. All other provisions of the Agreement between the parties not inconsistent with the provisions of this Agreement shall remain in full force and effect.

   c. In the event of conflict between the Agreement and this Addendum, the Addendum's terms shall control.

2. Paragraph 1 Legal Description is amended as provided in Exhibit A attached hereto and made a part hereof.

3. Paragraph 3 of the Agreement is amended to provide as follows: Time for Acceptance, on or before May 13, 2022. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

4. Paragraph 3 of the Agreement is amended to provide as follows: Closing Date shall be on or before 90 days after acceptance by Seller. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

5. Paragraph 10 (a) of the Agreement is amended to provide as follows: Seller shall pay no closing costs or taxes on this conveyance.

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6. Paragraph 10 (b) of the Agreement is amended to provide as follows: Buyer shall pay all closing costs and taxes on this conveyance, if any.

7. Paragraph 23, Additional Terms:

   a. Buyer has herewith provided Seller with proof of financial ability to consummate the proposed transaction.

   b. Buyer hereby agrees to accept a County Deed and hold Seller harmless for any title or property deficiencies and Seller makes no warranties about the property's condition seen or unseen. Contract is contingent upon approval by the Citrus County Board of County Commissioners. Buyer is aware that County may need to extend closing date to allow the Citrus County Board of County Commissioners to meet.

   c. Property is subject to (i) the development requirements set forth in the Development of Regional Impact currently in place, (ii) a drainage easement over the 50 ft. parcel shown Exhibit "A-2" attached hereto (the "Drainage Easement Area") in the form of easement agreement attached hereto as Exhibit "A-3" (the "Drainage Easement Agreement"), and (iii) all recorded easement, use, or occupancy rights reserved to or benefitting Seller (the "Property").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the subscribed dates.

Buyer: Charlie Michaels, Inc.

Carlos Beruff, Owner
Charlie Michaels, Inc., President

Dated: April 28, 2022

Seller: Citrus County, Florida

Ronald E. Kitchen, Jr., Chairman
Citrus County Board of County Commissioners

Dated: May ___, 2022

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EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING NORTH OF NORTH TURKEY OAK DRIVE, AS SHOWN ON THE PLAT OF "NORTH TURKEY OAK DRIVE", RECORDED IN PLAT BOOK 15, PAGES 127 – 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

THE ABOVE-DESCRIBED LANDS CONTAINING 348.24 ACRES MORE OR LESS.

LESS & EXCEPT:

A STRIP OF LAND VARYING IN WIDTH LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S89°31'44"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 544.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, S89°31'44"W, A DISTANCE OF 70.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127 THROUGH 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID NORTH TURKEY OAK DRIVE, THE FOLLOWING COURSES AND DISTANCES: N00°08'32"E, 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1190.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2295.75 FEET, THROUGH A CENTRAL ANGLE OF 110°32'08" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°07'32"W, 1955.94 FEET); THENCE S69°36'24"W, 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 1214.75 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N80°23'36"W, 1160.00 FEET); THENCE N50°23'36"W, 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 865.68 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 848.21 FEET); THENCE S89°36'24"W, A DISTANCE OF 378.10 FEET TO

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THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 78.89 FEET, THROUGH A CENTRAL ANGLE OF 05°22'53" TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S86°54'58"W, 78.87 FEET; THENCE DEPARTING SAID CURVE, N00°25'23"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 70.38 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE, SAID CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 910.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID NORTHERLY RIGHT-OF-WAY LINE, 77.87 FEET THROUGH A CENTRAL ANGLE OF 04°54'11" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N87°09'19"E, 77.85 FEET); THENCE N89°36'24"E, 2.28 FEET TO A POINT ON THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 231, PAGES 252-253, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N00°25'23"E, ALONG THE EAST LINE OF SAID POWER LINE EASEMENT, BEING PARALLEL WITH AND 80.00 FEET FROM THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 229.66 FEET; THENCE DEPARTING SAID EAST LINE, S51°18'50"E, 215.24 FEET; THENCE S00°23'16"E, 93.95 FEET TO A POINT 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE EXISTING RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 205.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 914.55 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S70°23'36"E, 896.09 FEET); THENCE S50°23'36"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1141.45 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S80°23'36"E, 1090.00 FEET); THENCE N69°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 300.34 FEET, THROUGH A CENTRAL ANGLE OF 13°39'26" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N76°26'08"E, 299.63 FEET); THENCE N01°11'50"W, 202.32 FEET; THENCE N88°48'10"E, 242.50 FEET; THENCE S01°11'50"E, 202.25 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT

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BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 621.62 FEET, THROUGH A CENTRAL ANGLE OF 28°16'01" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S71°33'19"E, 615.34 FEET); THENCE N39°34'57"E, 260.73 FEET; THENCE S50°25'03"E, 192.50 FEET; THENCE S39°34'57"W, 251.91 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 1073.01 FEET, THROUGH A CENTRAL ANGLE OF 48°47'34" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S24°15'16"E, 1040.88 FEET); THENCE S00°08'32"W, 17.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 533,140 SQUARE FEET (12.24 Acres) MORE OR LESS.

TOGETHER WITH:

A PERPETUAL DRAINAGE EASEMENT BEING A STRIP OF LAND, 50 FEET WIDE, LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE N89°38'46"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 80.00 FEET TO THE NORTHERN EXTENSION OF THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 231, PAGE 252, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S00°25'23"W, ALONG SAID EAST LINE, BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2230.41 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°36'24"E, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 360.73 FEET; THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, N00°39'14"W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'24"W, ALONG A LINE PARALLEL WITH AND 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 25.00';THENCE N00°39'14"W, 128.94 FEET; THENCE N89°20'46"E, 50.00 FEET; THENCE S00°39'14"E, 129.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO SAID EXISTING RIGHT-OF-WAY LINE, WITH SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, 8.49 FEET THROUGH A CENTRAL

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ANGLE OF 00°22'17" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S89°47'33"W, 8.49 FEET); THENCE S89°36'24"W, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 73,501 SQUARE FEET (1.69 Acres) MORE OR LESS.

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SKETCH OF DESCRIPTION FOR: ADDITIONAL RIGHT-OF-WAY

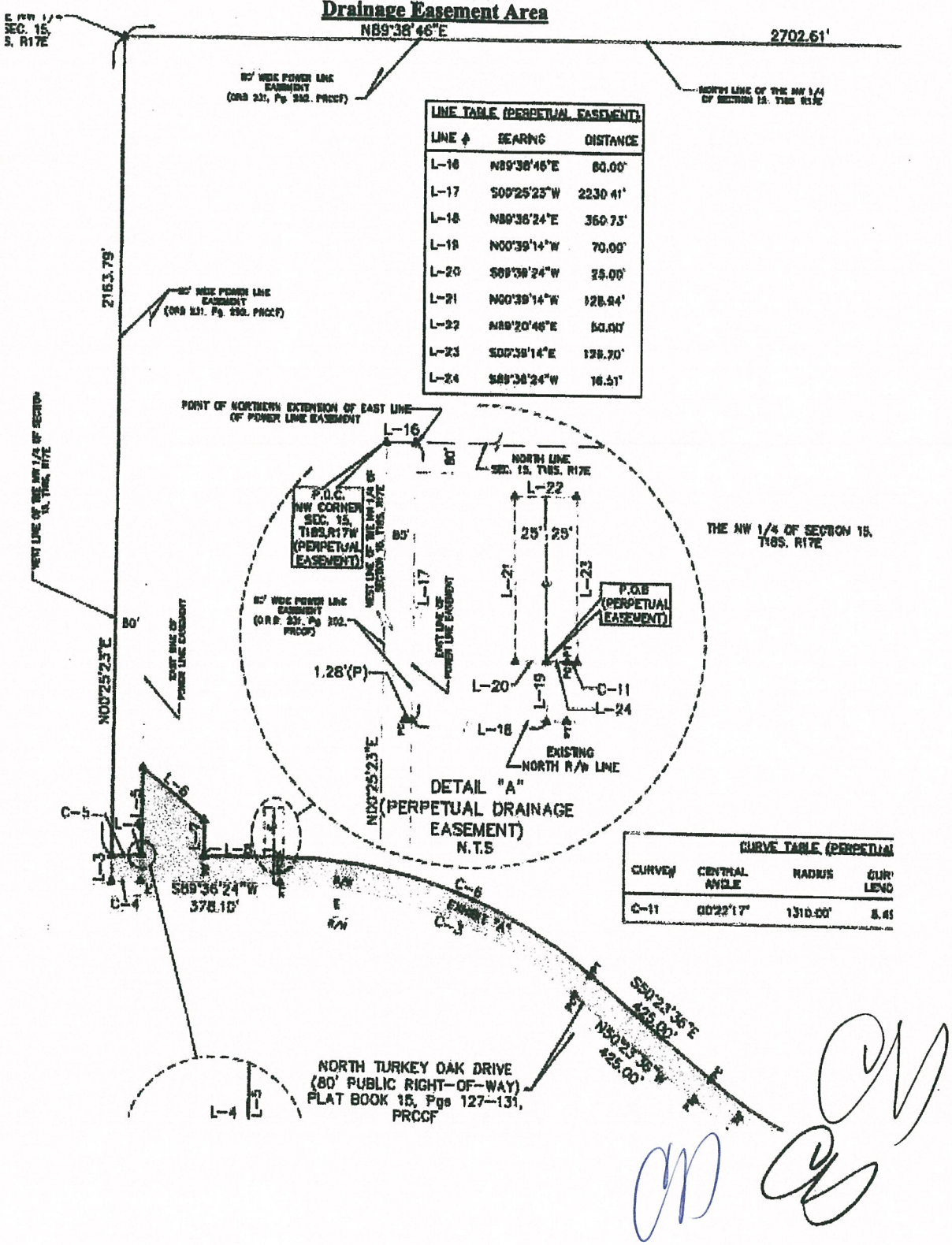
(ALONG NORTH TURKEY OAK DRIVE/BETZ FARM)

LOCATED IN SECTION 15,TOWNSHIP 18 SOUTH, RANGE 17 EAST,CITRUS COUNTY, FLORIDA

SKETCH OF DESCRIPTION - N. TURKEY OAK DRIVE

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Exhibit "A-2"
Drainage Easement Area



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EXHIBIT "A-3"

DRAINAGE EASEMENT AGREEMENT

PREPARED BY:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 301
Orlando, Florida 328701

RETURN TO:
Susan Boelk, Land Section Manager
Under the supervision of
Denise A. Dymond Lyn, County Attorney
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Parcel Id No.

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated April 26, 2022 (the "Effective Date"), by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, 110 North Apopka Avenue, Inverness, Florida 34450 ("County") and Charlie Michael's, whose mailing and physical address is 1651 Whitfeld Ave Suite 200 Sarasota, FL ("Owner").

RECITALS

A. County is the fee simple owner of a parcel of property located in Citrus County, Florida and more particularly described in **Exhibit "A"** (the "County Property").

B. County and Owner entered into that certain Agreement for Sale and Purchase dated as of April 26, 2022 (the "Contract"), whereby County agreed to sell, and Owner agreed to purchase a parcel of property located in Citrus County, Florida more particularly described in **Exhibit "B"** (the "Surplus Property").

C. The terms of the Contract require Owner to grant easement rights to County contemporaneous with the closing of the Contract and transfer of ownership of the Surplus Property from County to Owner.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the payment of Ten and 00/100 Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. **Grant of Drainage and Access Easement to County.** Owner hereby gives, grants, bargains, sells and conveys to County and its assigns, for the benefit of the County Property, an **exclusive** perpetual drainage and non-exclusive, perpetual access easement (the "Drainage Easement") over and across a 50 foot strip of the Surplus Property as more particularly described in Exhibit "C" (the "Drainage Easement Area") for the installation and maintenance of

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underground stormwater facilities, with free and full right of ingress and egress over and across the Drainage Easement Area. Owner hereby grants to County all other rights and benefits necessary or convenient to allow County to realize the full benefit and use of the Drainage Easement, including, but without limitation, the right to insure the proper support and stabilization of the Drainage Easement Area upon future development of the Surplus Property. Notwithstanding County's exclusive Drainage Easement rights, County agrees that Owner may use the Drainage Easement Area for the installation, maintenance and operation of Owner's (and only Owner's) stormwater facilities to drain surface water from the Surplus Property ("Owner's Drainage Use") so long as such facilities and use (i) comply with applicable laws, regulations and ordinances, including any applicable permitting requirements and (ii) Owner's Drainage Use does not interfere, impair or adversely impact County's use of the Drainage Easement Area. Owner's Drainage Use shall constitute the only exception to County's exclusive easement rights set forth in this Section 2.

3. **Indemnification.** Owner hereby agrees to indemnify, save harmless and defend County from and against any and all loss, cost, damage or expense caused to or suffered by County, including costs and reasonable attorneys' fees incurred at or before the trial level in any appellate, bankruptcy and administrative proceedings, arising from, out of or in connection with, directly or indirectly, the utilization by Owner, or any employee, agent, invitee, guest or independent contractor of Owner, of the Surplus Parcel or the Drainage Easement Area.

4. **Restoration.** In the event either party is performing, or causing to be performed, any construction, maintenance or repair work within the Drainage Easement Area, the party undertaking such work shall promptly restore, repair and replace any land, landscaping or improvement which may be disturbed, altered or damaged during such work, to its former condition prior to such disturbance, alteration or damage.

5. **Emergency Repairs.** County may, without the need for providing notice to Owner before taking action, make emergency modification, maintenance or repair to the stormwater drainage facility in the Drainage Easement Area, provided that such modification, maintenance or repair is necessary in order to protect the immediate health and safety of the public.

6. **Hazardous Discharge.** In the event there is a discharge of hazardous substances from the Surplus Property then County shall have the right to take such actions as are necessary to prevent the discharge from entering the County Property or the Drainage Easement Area.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to County and Owner as follows, as elected by the party giving such notice:

In the case of Owner:

Charlie Michael's, Inc.
1651 Whitfield Ave
Sarasota, FL. 34243
Attention: Carlos Baruff

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With a copy to:

_____
_____
_____
Attention: _____

In the case of County:

Citrus County
3600 W. Sovereign Path, Suite 267
Lecanto FL 34461
Attn: County Administrator

With a copy to:

County Attorney
110 N. Apopka Avenue
Suite B
Inverness, Florida 34450
Attention: _____

8. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the land and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

9. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Citrus County, Florida.

10. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

11. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including attorneys' fees incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding).

12. **No Right of Termination.** The easements and related rights granted under this Agreement are perpetual, and no breach of this Agreement will entitle the non-breaching party to cancel, rescind or otherwise terminate this Agreement or any easement granted hereunder. The foregoing limitation will not affect, in any way, any other right or remedy which the non-breaching party might have by reason of any breach of this Agreement.

IN WITNESS WHEREOF, County and Owner have executed this Agreement as of the Effective Date in the introductory paragraph.

(Execution signatures appear on the following pages)

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COUNTY:

ATTEST:

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

_____
_____, Clerk of Court
Citrus County, Florida

By: _____
_____, CHAIRMAN
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

On: _____
By: _____
_____, County Attorney

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as Chairman of the Board of County Commissioners of Citrus County, Florida, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name:_____

My commission expires:_____

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OWNER:

Signed, Sealed and delivered in the presence of:

First Witness

_____
Signature

_____
Print Name

_____
Signature

_____
Print name

Second Witness

_____
Signature

_____
Print name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

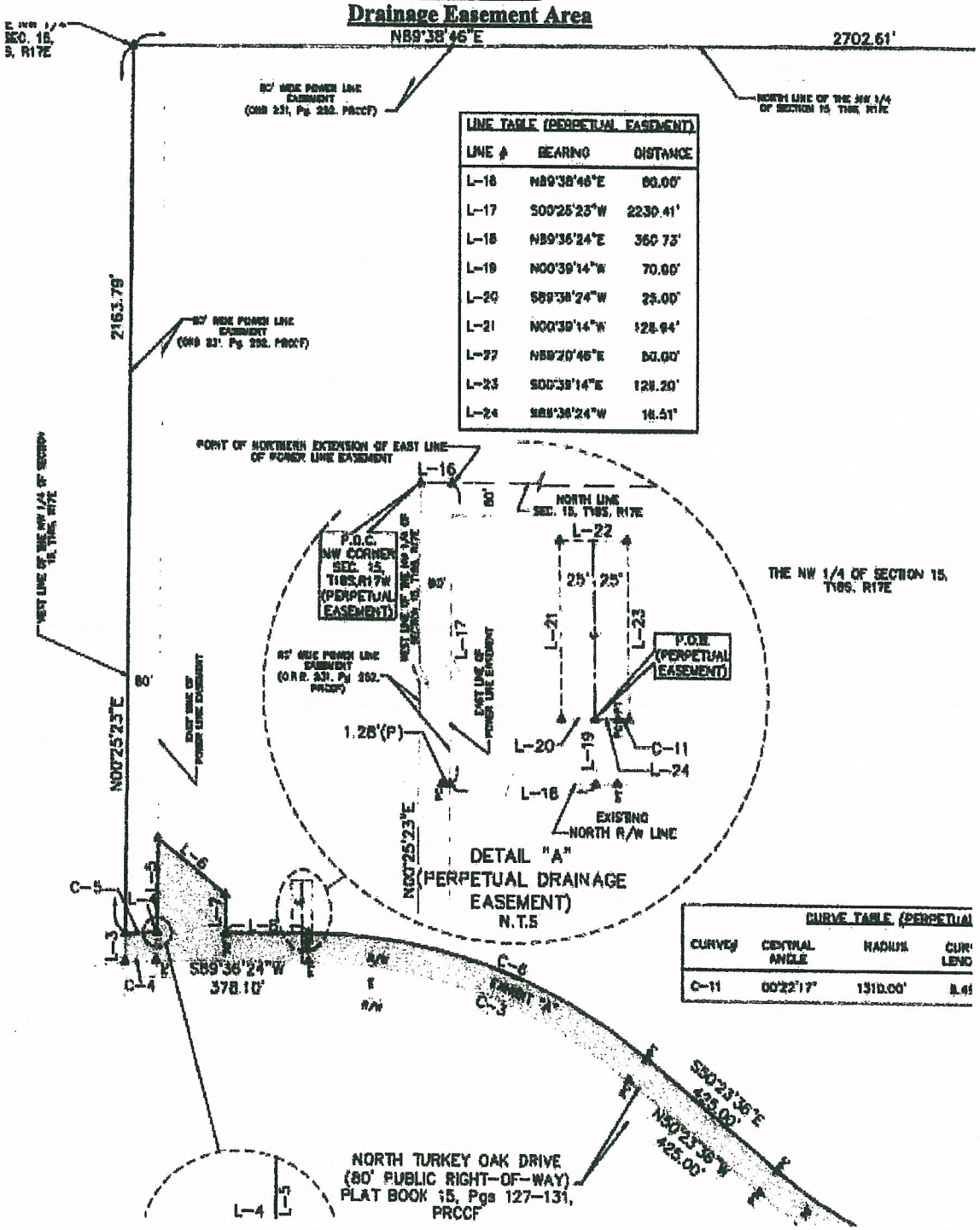
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EXHIBIT A & B
[See Exhibit A of the Addendum]



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EXHIBIT "C"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)		
LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.64'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	128.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL			
CURVE#	CENTRAL ANGLE	RADIUS	CURVE LENG
C-11	00°22'17"	1310.00'	8.4

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Susan M. Boelk

From: Hamid Ashtari <hamidashtari21@gmail.com>
Sent: Friday, April 29, 2022 4:51 PM
To: Randy Oliver; Brian C. Kauffman
Cc: Susan M. Boelk; Denise A. Dymond Lyn; Chris Dailey; Stu Hurry - Broker Tampa; Michael Manos
Subject: [EXTERNAL]Betz Farm
Attachments: 3406 N Turkey Oak Drive-signed.pdf; Hamid_Letter.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Good afternoon,

Attached please find my updated offer to purchase the subject property following the commissioner's motion. Please note that my offer includes a letter of support from Lennar Homes, a national homebuilder and a publicly-traded company with tens of billions of dollars in annual revenue.

Thank you for your consideration, Hamid

Hamid Ashtari PE
(813) 417 2751

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DocuSign Envelope ID: D6DD5695-A98E-4157-BD96-8B4F802DD6DE

LENNAR®

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April 29, 2022

Re: 3406 N Turkey Oak Drive, Crystal River FL 43342

To Whom it May Concern:

Please accept this letter of support from Lennar Homes, LLC ("Lennar") for Hamid Ashtari to purchase 3406 N Turkey Oak Drive, Crystal River FL 43342 (the "Property").

Due in part to its core principles of quality, value, and integrity, Lennar has become one of the nation's largest and most trusted master-planned community developers. To date, Lennar has built over one million new homes for families across America that cater to all lifestyles and family dynamics, including first-time home buyers, move-up home buyers, multigenerational families, and active adults. Lennar is committed to complementing and enhancing the communities it serves with each project it undertakes and is invested in leaving a positive legacy long after each community is complete.

Just as Lennar holds very high standards for each community it creates, the same is true for who Lennar chooses to do business with. Lennar is fortunate to be under contract with Mr. Ashtari for another residential project in Citrus County. Lennar's experience as a national homebuilder and Mr. Ashtari's professional experience as a highly respected drainage engineer have led to a successful relationship that we plan to continue for years to come. Specifically, we have reviewed Mr. Ashtari's proposed contract for the Property and are supportive of his acquisition of the Property. While we have not entered into a contract with Mr. Ashtari regarding Mr. Ashtari's potential acquisition and development of the Property, Lennar would like to express its intent to do so if Mr. Ashtari acquires the Property. Given our established strong relationship with Mr. Ashtari, we expect a streamlined and successful development process, as well as a beautiful community.

I am happy to answer any further questions you may have.

Respectfully,

DocuSigned by:

DD7E8791838D40A...

Parker Hirons
VP of Land

Vacant Land Contract

FloridaRealtors®

1. Sale and Purchase ("Contract"): Citrus County ("**Seller**") and Hamid Ashtari ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 3406 N Turkey Oak Drive Crystal River, FL 34428
Legal Description:
ALL THAT PART OF SEC 15-18-17 THAT LIES N OF N TURKEY OAK DRAS PER PB 15 PG(see addendum for remainder)

SEC ___/TWP /___/RNG ___ of Citrus County, Florida. Real Property ID No.: 3125825
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 6,600,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Citrus Title Company, LLC
Escrow Agent's Contact Person: Jennifer Duca
Escrow Agent's Address: 112 W Highland Blvd Inverness FL 34452
Escrow Agent's Phone: (352) 419-4599
Escrow Agent's Email: jen@citrustitleco.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after Effective Date ..... $ 40,000.00
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☒ within 3 days (3 days if left blank) after expiration of Due Diligence Period ..... $ 60,000.00
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ 0.00
(d) Other: _____ ..... $ 0.00
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 6,500,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 5/20/2022, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on 8/23/2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and (**Check one**) ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within 30 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

9. Property Condition: **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Kevin D Cunningham 655978	Stuart Hurry BK458194
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

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kevinc@remax.net	stu@stuarthurry.com/michael@stuarthurry.com
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
352-527-7842	813-244-0676
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
RE/MAX Realty One	NU HOME FINDERS, INC
Listing Brokerage	**Buyer's Brokerage**
1101 US Hwy 41 Inverness FL 34450	9004 Aldwych Ct Tampa FL 33556
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☒ C. Other Legal description addendum including exhibits

23. Additional Terms:

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: Hamid Ashtari Date: 04/29/2022

Print name: Hamid Ashtari

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: Citrus County

Seller: _____ Date: _____

Print name: _____

Buyer (HA) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counter-offer.)

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Buyer HA (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

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ADDENDUM TO VACANT LAND SALES AGREEMENT

Citrus County, Florida, ("Seller"), and Hamid Ashtari, ("Buyer"), have entered into a Vacant Land Contract ("Agreement"), dated _____, 2022, wherein Seller agrees to sell, and Buyer agrees to buy certain real properties located at 3406 N Turkey Oak Dr, Crystal River, Florida, Citrus County, Florida; and

WHEREAS, Buyer desires to purchase the real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, Seller desires to sell to Buyer such real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, the parties hereto desire to more clearly define the terms and conditions of the conveyance of the Real Property from Seller.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration as set forth in this Addendum and the Agreement, the parties agree that the following provisions of this Addendum shall be incorporated in and become a part of the Agreement as follows:

1. **INCORPORATION OF ADDENDUM**:

    a. The terms and conditions of this Addendum shall be incorporated in and be a part of that certain Agreement between the parties as if more fully set forth therein.

    b. All other provisions of the Agreement between the parties not inconsistent with the provisions of this Agreement shall remain in full force and effect.

    c. In the event of conflict between the Agreement and this Addendum, the Addendum's terms shall control.

2. Paragraph 1 Legal Description is amended as provided in Exhibit A attached hereto and made a part hereof.

3. Paragraph 2 (a) is amended to provide as follows: Initial deposit of $40,000.00 will be delivered to Escrow Agent within 3 days after Buyer signs Contract.

4. Paragraph 2 (b) is amended to provide as follows: Additional deposit of $60,000.00 will be delivered to Escrow Agent within 3 days after Seller signs Contract, "Effective Date".

5. Paragraph 3 of the Agreement is amended to provide as follows: Time for Acceptance, on or before April 12, 2022. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

6. Paragraph 10 (a) of the Agreement is amended to provide as follows: Seller shall pay no closing costs or taxes on this conveyance, except Title Evidence.

7. Paragraph 10 (b) of the Agreement is amended to provide as follows: Buyer shall pay all closing costs and taxes on this conveyance, except Title Evidence.

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8. Paragraph 23, Additional Terms:

   a. Within 10 days of the Effective Date, Buyer will provide Seller with proof of financial ability to consummate the proposed transaction.

   b. Buyer hereby agrees to accept a County Deed and hold seller harmless for any title or property deficiencies. Property is accepted as-is and Seller makes no warranties about the property's condition seen or unseen. Contract is contingent upon approval by the Citrus County Board of County Commissioners. Buyer is aware that County may need to extend closing date to allow the Citrus County Board of County Commissioners to meet.

   c. Property is subject to (i) the development requirements set forth in Exhibit "A-1" attached hereto (the "Development Requirements"), (ii) a drainage easement over the 50 ft. parcel shown Exhibit "A-2" attached hereto (the "Drainage Easement Area") in the form of easement agreement attached hereto as Exhibit "A-3" (the "Drainage Easement Agreement"), and (iii) all recorded easement, use, or occupancy rights reserved to or benefitting Seller (the "Property").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022.

BUYER: Hamid Ashtari

Hamid Ashtari
Hamid Ashtari

SELLER: Citrus County, Florida

Ronald E. Kitchen, Jr., Chairman
Citrus County Board of County Commissioners

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EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING NORTH OF NORTH TURKEY OAK DRIVE, AS SHOWN ON THE PLAT OF "NORTH TURKEY OAK DRIVE", RECORDED IN PLAT BOOK 15, PAGES 127 – 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

THE ABOVE-DESCRIBED LANDS CONTAINING 348.24 ACRES MORE OR LESS.

LESS & EXCEPT:

A STRIP OF LAND VARYING IN WIDTH LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S89°31'44"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 544.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, S89°31'44"W, A DISTANCE OF 70.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127 THROUGH 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID NORTH TURKEY OAK DRIVE, THE FOLLOWING COURSES AND DISTANCES: N00°08'32"E, 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1190.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2295.75 FEET, THROUGH A CENTRAL ANGLE OF 110°32'08" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°07'32"W, 1955.94 FEET); THENCE S69°36'24"W, 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 1214.75 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N80°23'36"W, 1160.00 FEET); THENCE N50°23'36"W, 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 865.68 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 848.21 FEET); THENCE S89°36'24"W, A DISTANCE OF 378.10 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID

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CURVE, 78.89 FEET, THROUGH A CENTRAL ANGLE OF 05°22'53" TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S86°54'58"W, 78.87 FEET; THENCE DEPARTING SAID CURVE, N00°25'23"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 70.38 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE, SAID CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 910.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID NORTHERLY RIGHT-OF-WAY LINE, 77.87 FEET THROUGH A CENTRAL ANGLE OF 04°54'11" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N87°09'19"E, 77.85 FEET); THENCE N89°36'24"E, 2.28 FEET TO A POINT ON THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 231, PAGES 252-253, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N00°25'23"E, ALONG THE EAST LINE OF SAID POWER LINE EASEMENT, BEING PARALLEL WITH AND 80.00 FEET FROM THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 229.66 FEET; THENCE DEPARTING SAID EAST LINE, S51°18'50"E, 215.24 FEET; THENCE S00°23'16"E, 93.95 FEET TO A POINT 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE EXISTING RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 205.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 914.55 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S70°23'36"E, 896.09 FEET); THENCE S50°23'36"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1141.45 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S80°23'36"E, 1090.00 FEET); THENCE N69°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 300.34 FEET, THROUGH A CENTRAL ANGLE OF 13°39'26" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N76°26'08"E, 299.63 FEET); THENCE N01°11'50"W, 202.32 FEET; THENCE N88°48'10"E, 242.50 FEET; THENCE S01°11'50"E, 202.25 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF

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1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 621.62 FEET, THROUGH A CENTRAL ANGLE OF 28°16'01" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S71°33'19"E, 615.34 FEET); THENCE N39°34'57"E, 260.73 FEET; THENCE S50°25'03"E, 192.50 FEET; THENCE S39°34'57"W, 251.91 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 1073.01 FEET, THROUGH A CENTRAL ANGLE OF 48°47'34" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S24°15'16"E, 1040.88 FEET); THENCE S00°08'32"W, 17.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 533,140 SQUARE FEET (12.24 Acres) MORE OR LESS.

TOGETHER WITH:

A PERPETUAL DRAINAGE EASEMENT BEING A STRIP OF LAND, 50 FEET WIDE, LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE N89°38'46"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 80.00 FEET TO THE NORTHERN EXTENSION OF THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 231, PAGE 252, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S00°25'23"W, ALONG SAID EAST LINE, BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2230.41 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°36'24"E, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 360.73 FEET; THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, N00°39'14"W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'24"W, ALONG A LINE PARALLEL WITH AND 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 25.00';THENCE N00°39'14"W, 128.94 FEET; THENCE N89°20'46"E, 50.00 FEET; THENCE S00°39'14"E, 129.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO SAID EXISTING RIGHT-OF-WAY LINE, WITH SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, 8.49 FEET THROUGH A CENTRAL ANGLE OF 00°22'17" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S89°47'33"W, 8.49 FEET);

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

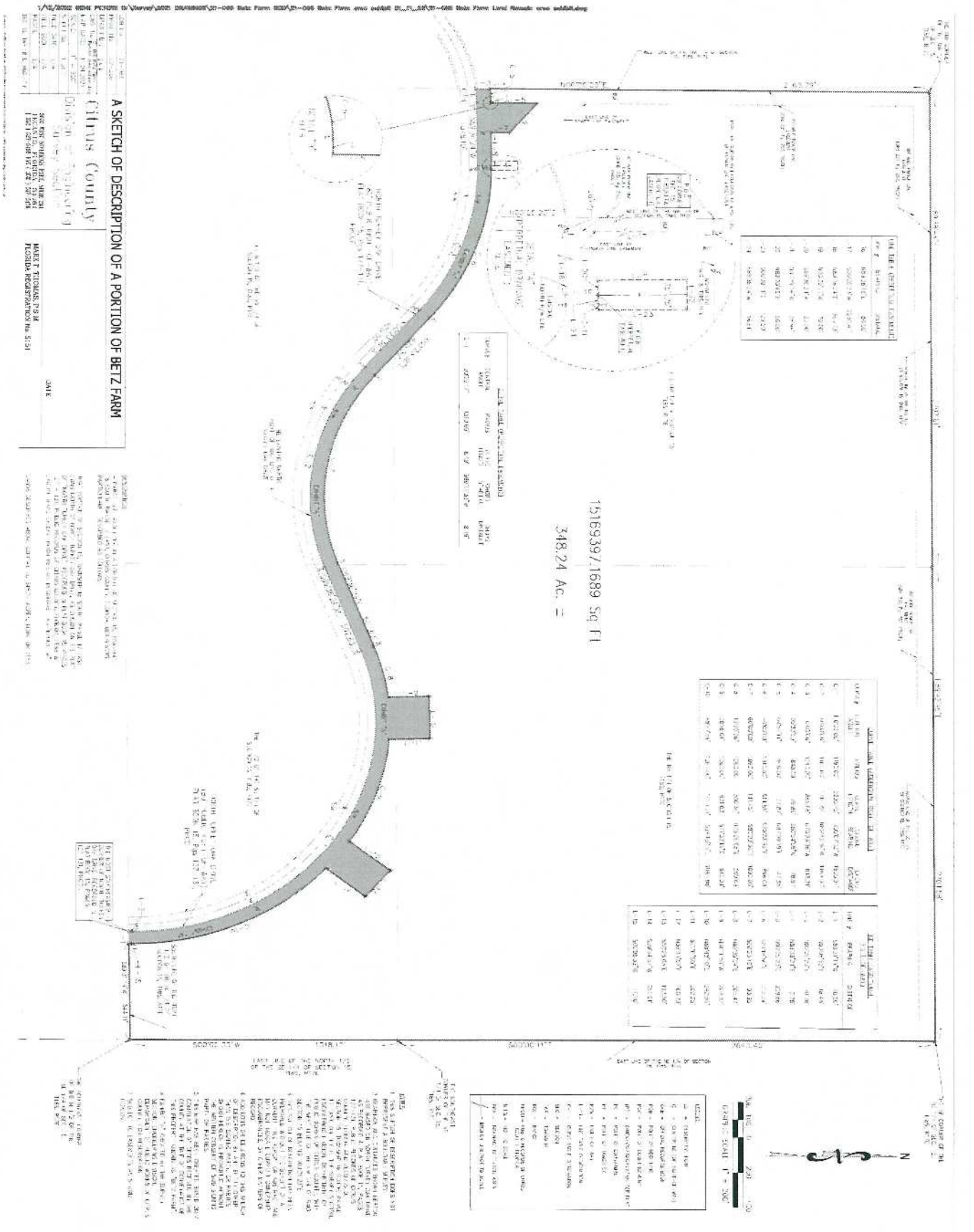
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THENCE S89°36'24"W, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 73,501 SQUARE FEET (1.69 Acres) MORE OR LESS.

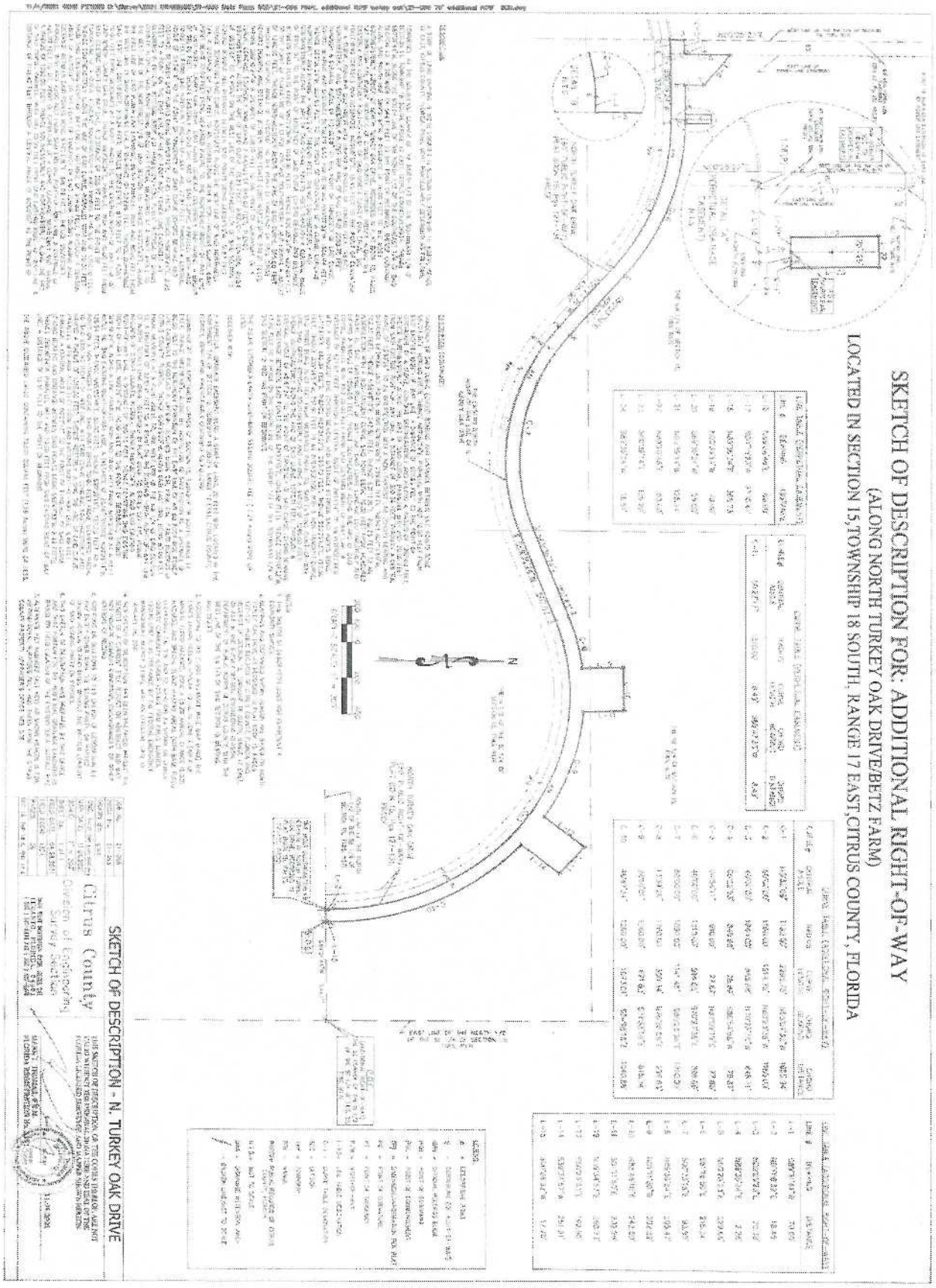
Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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Exhibit "A-1"

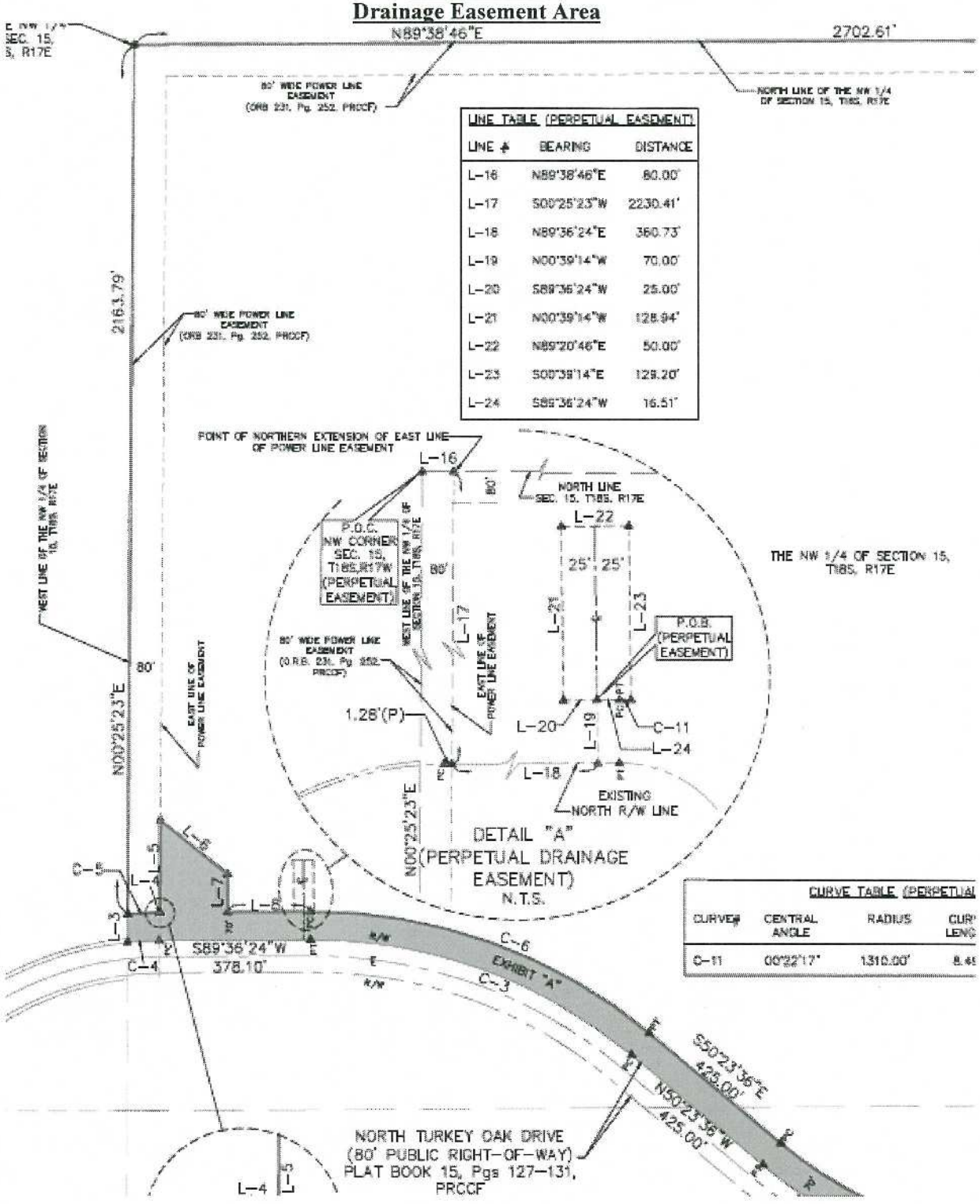
The Property shall be developed with the following required amenities, which development requirements will run with the land way of deed restrictions to be incorporated in the Deed:

- A Clubhouse for Social Gatherings
- Court Related Sporting Facilities
- Swimming Facilities
- Multi-purpose trails and dog parks incorporating Wildlife Observation & Conservation Oriented features
- Road network integrated into natural features
- Distinctive entrance ways with border features

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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Exhibit "A-2"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)		
LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	129.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL			
CURVE#	CENTRAL ANGLE	RADIUS	CURV LENG
C-11	00°22'17"	1310.00'	8.4

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EXHIBIT "A-3"

DRAINAGE EASEMENT AGREEMENT

PREPARED BY:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 301
Orlando, Florida 328701

RETURN TO:
Susan Boelk, Land Section Manager
Under the supervision of
Denise A. Dymond Lyn, County Attorney
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Parcel Id No.

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated _____, 202__ (the "Effective Date"), by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, 110 North Apopka Avenue, Inverness, Florida 34450 ("County") and Hamid Ashtari _____, whose mailing and physical address is _____, ("Owner").

RECITALS

A. County is the fee simple owner of a parcel of property located in Citrus County, Florida and more particularly described in **Exhibit "A"** (the "County Property").

B. County and Owner entered into that certain Agreement for Sale and Purchase dated as of _____, 20___ (the "Contract"), whereby County agreed to sell, and Owner agreed to purchase a parcel of property located in Citrus County, Florida more particularly described in **Exhibit "B"** (the "Surplus Property").

C. The terms of the Contract require Owner to grant easement rights to County contemporaneous with the closing of the Contract and transfer of ownership of the Surplus Property from County to Owner.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the payment of Ten and 00/100 Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. **Grant of Drainage and Access Easement to County.** Owner hereby gives, grants, bargains, sells and conveys to County and its assigns, for the benefit of the County Property, an ***exclusive*** perpetual drainage and non-exclusive, perpetual access easement (the "Drainage Easement") over and across a 50 foot strip of the Surplus Property as more particularly described in Exhibit "C" (the "Drainage Easement Area") for the installation and maintenance of

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underground stormwater facilities, with free and full right of ingress and egress over and across the Drainage Easement Area. Owner hereby grants to County all other rights and benefits necessary or convenient to allow County to realize the full benefit and use of the Drainage Easement, including, but without limitation, the right to insure the proper support and stabilization of the Drainage Easement Area upon future development of the Surplus Property. Notwithstanding County's exclusive Drainage Easement rights, County agrees that Owner may use the Drainage Easement Area for the installation, maintenance and operation of Owner's (and only Owner's) stormwater facilities to drain surface water from the Surplus Property ("Owner's Drainage Use") so long as such facilities and use (i) comply with applicable laws, regulations and ordinances, including any applicable permitting requirements and (ii) Owner's Drainage Use does not interfere, impair or adversely impact County's use of the Drainage Easement Area. Owner's Drainage Use shall constitute the only exception to County's exclusive easement rights set forth in this Section 2.

3. **Indemnification.** Owner hereby agrees to indemnify, save harmless and defend County from and against any and all loss, cost, damage or expense caused to or suffered by County, including costs and reasonable attorneys' fees incurred at or before the trial level in any appellate, bankruptcy and administrative proceedings, arising from, out of or in connection with, directly or indirectly, the utilization by Owner, or any employee, agent, invitee, guest or independent contractor of Owner, of the Surplus Parcel or the Drainage Easement Area.

4. **Restoration.** In the event either party is performing, or causing to be performed, any construction, maintenance or repair work within the Drainage Easement Area, the party undertaking such work shall promptly restore, repair and replace any land, landscaping or improvement which may be disturbed, altered or damaged during such work, to its former condition prior to such disturbance, alteration or damage.

5. **Emergency Repairs**. County may, without the need for providing notice to Owner before taking action, make emergency modification, maintenance or repair to the stormwater drainage facility in the Drainage Easement Area, provided that such modification, maintenance or repair is necessary in order to protect the immediate health and safety of the public.

6. **Hazardous Discharge**. In the event there is a discharge of hazardous substances from the Surplus Property then County shall have the right to take such actions as are necessary to prevent the discharge from entering the County Property or the Drainage Easement Area.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to County and Owner as follows, as elected by the party giving such notice:

In the case of Owner:

_____

_____

_____

Attention: _____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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With a copy to:

_____
_____
_____
Attention: _____

In the case of County:

Citrus County
3600 W. Sovereign Path, Suite 267
Lecanto FL 34461
Attn: County Administrator

With a copy to:

County Attorney
110 N. Apopka Avenue
Suite B
Inverness, Florida 34450
Attention: _____

8. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the land and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

9. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Citrus County, Florida.

10. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

11. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including attorneys' fees incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding).

12. **No Right of Termination.** The easements and related rights granted under this Agreement are perpetual, and no breach of this Agreement will entitle the non-breaching party to cancel, rescind or otherwise terminate this Agreement or any easement granted hereunder. The foregoing limitation will not affect, in any way, any other right or remedy which the non-breaching party might have by reason of any breach of this Agreement.

IN WITNESS WHEREOF, County and Owner have executed this Agreement as of the Effective Date in the introductory paragraph.

(Execution signatures appear on the following pages)

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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COUNTY:

ATTEST:

_____
_____, Clerk of Court
Citrus County, Florida

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

By: _____
_____, CHAIRMAN
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

On: _____
By: _____
_____, County Attorney

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as Chairman of the Board of County Commissioners of Citrus County, Florida, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name:_____

My commission expires:_____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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OWNER:

Signed, Sealed and delivered in the presence of:

First Witness

_____ _____

Signature Signature

_____ _____

Print Name Print name

Second Witness

_____

Signature

_____

Print name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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CERTIFICATE OF VALUE

This is to certify that upon request from, Ms. Kelly Barnes, Assessment Agent, of Land Section, Engineering Division, CCBOCC, 3600 W. Sovereign Path, Lecanto, Florida 34461, that I have personally inspected, collected and analyzed various data and appraised the land only, physically located at 3406 N. Turkey Oak Drive, Crystal River, Florida 34429.

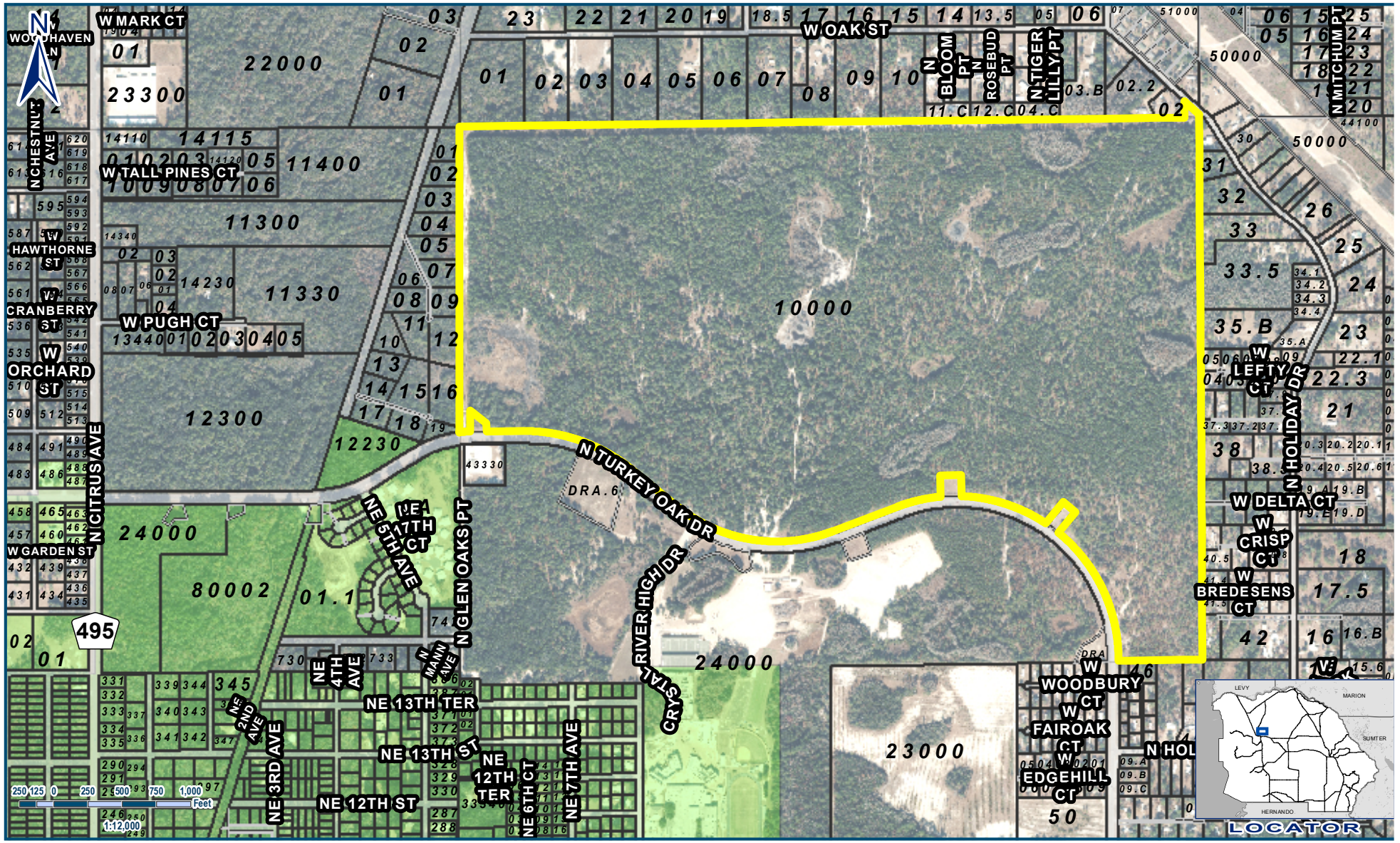
Based on the data and opinions presented in the attached report, it is our opinion that, as of October 19, 2020, the "as is" market value of the subject is as follows:

AS OF OCTOBER 19, 2020
FIVE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS
($5,385,000)

I have no personal interest in the property either present or contemplated and employment in and compensation for making this report is in no manner contingent upon the value reported.

Theodore G. Growdon
State-Certified General
Real Estate Appraiser, RZ2918

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)



Legend

Subject Property

AK#3125825 – Betz Farm
3406 N. Turkey Oak Dr., Crystal River
Unrecorded Tracts in 15-18S-17E

Geographic Information Systems

Prepared By : R.W. Voak
Date: May 17, 2017
Source: Enterprise Geodatabase
Map Number: BV000590

Jim Faulkner
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey

G.1.a

County of Citrus
Florida

Action Item
7283

Adopted
Jun 13, 2017 1:00 PM

Declaration of County Owned Property as Surplus (Betz Farm)

Information

Department: Land Section
Category: Surplus Property
Sponsors:

Attachments

Printout
Supporting Docs for Declar Surplus Betz Farm
Additional Information for Item B9
Public Speaker Form for Item B9

RECOMMENDED ACTION

Approve the declaration of Unrecorded Tracts in 15-18S-17E, under AK#3125825 with an address 3406 N. Turkey Oak Dr., Crystal River (a/k/a Betz Farm), as surplus and authorize Land Section proceed with the sale of said properties pursuant to Florida Statute 125.35, Chapter 2, Article IV.I of Citrus County Code and Administrative Regulation 8.03-2.

Meeting History

Jun 13, 2017 1:00 PM Video **Board of County Commissioners** **Regular Meeting**

RESULT: **ADOPTED [4 TO 1]**
MOVER: Jimmie T. Smith, Commissioner, District 3
SECONDER: Jeff Kinnard D.C., 2nd Vice Chairman District 1
AYES: Scott Carnahan, Ronald E. Kitchen Jr., Jeff Kinnard D.C., Jimmie T. Smith
NAYS: Brian J. Coleman

Powered by **Granicus**

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

Previous Offers submitted April 26, 2022

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

FloridaRealtors®

Vacant Land Contract

1. Sale and Purchase ("Contract"): Citrus County ("**Seller**") and Hamid Ashtari ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 3406 N Turkey Oak Drive, Crystal River, FL 34428
Legal Description: ALL THAT PART OF SEC 15-18-17 THAT LIES N OF N TURKEY OAK DRAS PER PB 15 PG 127-131 (see addendum for remainder)

SEC ___/TWP /___/RNG ___ of Citrus County, Florida. Real Property ID No.: 3125825
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 5,500,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Citrus Title Company, LLC
Escrow Agent's Contact Person: Jennifer Duca
Escrow Agent's Address: 112 W Highland Blvd Inverness FL 34452
Escrow Agent's Phone: (352) 419-4599
Escrow Agent's Email: jen@citrustitleco.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after ~~Effective Date~~ Buyer ILEOD HA ..... $ 40,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☒ within 3 days (3 days if left blank) after ~~expiration of Due Diligence Period~~ HA EFFECTIVE DATE ..... $ 60,000.00
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) $0.00
(d) Other: _____ ..... $ 0.00
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 5,400,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before April 12, 2022, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on July 29, 2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey HA marketable title to the Property by ~~☒ statutory warranty deed~~ ☐ special warranty deed ☒ other (specify) STATUTORY COUNTY DEED, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☒ at least 40 days before Closing Date, (**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within 90 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone: Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on deed~~ COUNTY IS EXEMPT HA

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Kevin D Cunningham 655978	Larry L Eudaly 3379193
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

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Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
kevinc@remax.net	larryeudaly@gmail.com
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
3525277842	(352) 201-5081
Listing Brokerage	**Buyer's Brokerage**
RE/MAX Realty One	Tropic Shores Realty
Listing Brokerage Address	**Buyer's Brokerage Address**
1101 US Hwy 41 No., Inverness, FL 34450	6460 W Gulf to Lake Hwy, Crystal River, FL 34429

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**)

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. Other _____

23. Additional Terms: See Addendum

HA

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: Hamid Ashtari Date: 03/31/2022
Print name: Hamid Ashtari
Buyer: _____ Date: _____
Print name: _____

Buyer's address for purpose of notice:
Address: 5038 Paloma Dr., Tampa, Fl 33624
Phone: _____ Fax: _____ Email: hamidashtari21@gmail.com

Seller: _____ Date: _____
Print name: _____
Seller: _____ Date: _____
Print name: _____

Buyer (HA) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date: _____ (The date on which the last party signed or initialed and delivered the**
382 **final offer or counter offer.)**

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ADDENDUM TO VACANT LAND SALES AGREEMENT

Citrus County, Florida, ("Seller"), and Hamid Ashtari, ("Buyer"), have entered into a Vacant Land Contract ("Agreement"), dated _____, 2022, wherein Seller agrees to sell, and Buyer agrees to buy certain real properties located at 3406 N Turkey Oak Dr, Crystal River, Florida, Citrus County, Florida; and

WHEREAS, Buyer desires to purchase the real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, Seller desires to sell to Buyer such real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, the parties hereto desire to more clearly define the terms and conditions of the conveyance of the Real Property from Seller.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration as set forth in this Addendum and the Agreement, the parties agree that the following provisions of this Addendum shall be incorporated in and become a part of the Agreement as follows:

1. **INCORPORATION OF ADDENDUM**:

    a. The terms and conditions of this Addendum shall be incorporated in and be a part of that certain Agreement between the parties as if more fully set forth therein.

    b. All other provisions of the Agreement between the parties not inconsistent with the provisions of this Agreement shall remain in full force and effect.

    c. In the event of conflict between the Agreement and this Addendum, the Addendum's terms shall control.

2. Paragraph 1 Legal Description is amended as provided in Exhibit A attached hereto and made a part hereof.

3. Paragraph 2 (a) is amended to provide as follows: Initial deposit of $40,000.00 will be delivered to Escrow Agent within 3 days after Buyer signs Contract.

4. Paragraph 2 (b) is amended to provide as follows: Additional deposit of $60,000.00 will be delivered to Escrow Agent within 3 days after Seller signs Contract, "Effective Date".

5. Paragraph 3 of the Agreement is amended to provide as follows: Time for Acceptance, on or before April 12, 2022. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

6. Paragraph 10 (a) of the Agreement is amended to provide as follows: Seller shall pay no closing costs or taxes on this conveyance, except Title Evidence.

7. Paragraph 10 (b) of the Agreement is amended to provide as follows: Buyer shall pay all closing costs and taxes on this conveyance, except Title Evidence.

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8. Paragraph 23, Additional Terms:

   a. Within 10 days of the Effective Date, Buyer will provide Seller with proof of financial ability to consummate the proposed transaction.

   b. Buyer hereby agrees to accept a County Deed and hold seller harmless for any title or property deficiencies. Property is accepted as-is and Seller makes no warranties about the property's condition seen or unseen. Contract is contingent upon approval by the Citrus County Board of County Commissioners. Buyer is aware that County may need to extend closing date to allow the Citrus County Board of County Commissioners to meet.

   c. Property is subject to (i) the development requirements set forth in Exhibit "A-1" attached hereto (the "Development Requirements"), (ii) a drainage easement over the 50 ft. parcel shown Exhibit "A-2" attached hereto (the "Drainage Easement Area") in the form of easement agreement attached hereto as Exhibit "A-3" (the "Drainage Easement Agreement"), and (iii) all recorded easement, use, or occupancy rights reserved to or benefitting Seller (the "Property").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022.

BUYER: Hamid Ashtari

Hamid Ashtari
Hamid Ashtari

SELLER: Citrus County, Florida

Ronald E. Kitchen, Jr., Chairman
Citrus County Board of County Commissioners

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EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING NORTH OF NORTH TURKEY OAK DRIVE, AS SHOWN ON THE PLAT OF "NORTH TURKEY OAK DRIVE", RECORDED IN PLAT BOOK 15, PAGES 127 – 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

THE ABOVE-DESCRIBED LANDS CONTAINING 348.24 ACRES MORE OR LESS.

LESS & EXCEPT:

A STRIP OF LAND VARYING IN WIDTH LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S89°31'44"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 544.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, S89°31'44"W, A DISTANCE OF 70.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127 THROUGH 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID NORTH TURKEY OAK DRIVE, THE FOLLOWING COURSES AND DISTANCES: N00°08'32"E, 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1190.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2295.75 FEET, THROUGH A CENTRAL ANGLE OF 110°32'08" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°07'32"W, 1955.94 FEET); THENCE S69°36'24"W, 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 1214.75 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N80°23'36"W, 1160.00 FEET); THENCE N50°23'36"W, 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 865.68 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 848.21 FEET); THENCE S89°36'24"W, A DISTANCE OF 378.10 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID

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CURVE, 78.89 FEET, THROUGH A CENTRAL ANGLE OF 05°22'53" TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S86°54'58"W, 78.87 FEET; THENCE DEPARTING SAID CURVE, N00°25'23"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 70.38 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE, SAID CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 910.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID NORTHERLY RIGHT-OF-WAY LINE, 77.87 FEET THROUGH A CENTRAL ANGLE OF 04°54'11" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N87°09'19"E, 77.85 FEET); THENCE N89°36'24"E, 2.28 FEET TO A POINT ON THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 231, PAGES 252-253, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N00°25'23"E, ALONG THE EAST LINE OF SAID POWER LINE EASEMENT, BEING PARALLEL WITH AND 80.00 FEET FROM THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 229.66 FEET; THENCE DEPARTING SAID EAST LINE, S51°18'50"E, 215.24 FEET; THENCE S00°23'16"E, 93.95 FEET TO A POINT 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE EXISTING RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 205.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 914.55 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S70°23'36"E, 896.09 FEET); THENCE S50°23'36"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1141.45 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S80°23'36"E, 1090.00 FEET); THENCE N69°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 300.34 FEET, THROUGH A CENTRAL ANGLE OF 13°39'26" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N76°26'08"E, 299.63 FEET); THENCE N01°11'50"W, 202.32 FEET; THENCE N88°48'10"E, 242.50 FEET; THENCE S01°11'50"E, 202.25 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF

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1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 621.62 FEET, THROUGH A CENTRAL ANGLE OF 28°16'01" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S71°33'19"E, 615.34 FEET); THENCE N39°34'57"E, 260.73 FEET; THENCE S50°25'03"E, 192.50 FEET; THENCE S39°34'57"W, 251.91 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 1073.01 FEET, THROUGH A CENTRAL ANGLE OF 48°47'34" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S24°15'16"E, 1040.88 FEET); THENCE S00°08'32"W, 17.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 533,140 SQUARE FEET (12.24 Acres) MORE OR LESS.

TOGETHER WITH:

A PERPETUAL DRAINAGE EASEMENT BEING A STRIP OF LAND, 50 FEET WIDE, LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE N89°38'46"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 80.00 FEET TO THE NORTHERN EXTENSION OF THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 231, PAGE 252, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S00°25'23"W, ALONG SAID EAST LINE, BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2230.41 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°36'24"E, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 360.73 FEET; THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, N00°39'14"W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'24"W, ALONG A LINE PARALLEL WITH AND 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 25.00';THENCE N00°39'14"W, 128.94 FEET; THENCE N89°20'46"E, 50.00 FEET; THENCE S00°39'14"E, 129.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO SAID EXISTING RIGHT-OF-WAY LINE, WITH SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, 8.49 FEET THROUGH A CENTRAL ANGLE OF 00°22'17" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S89°47'33"W, 8.49 FEET);

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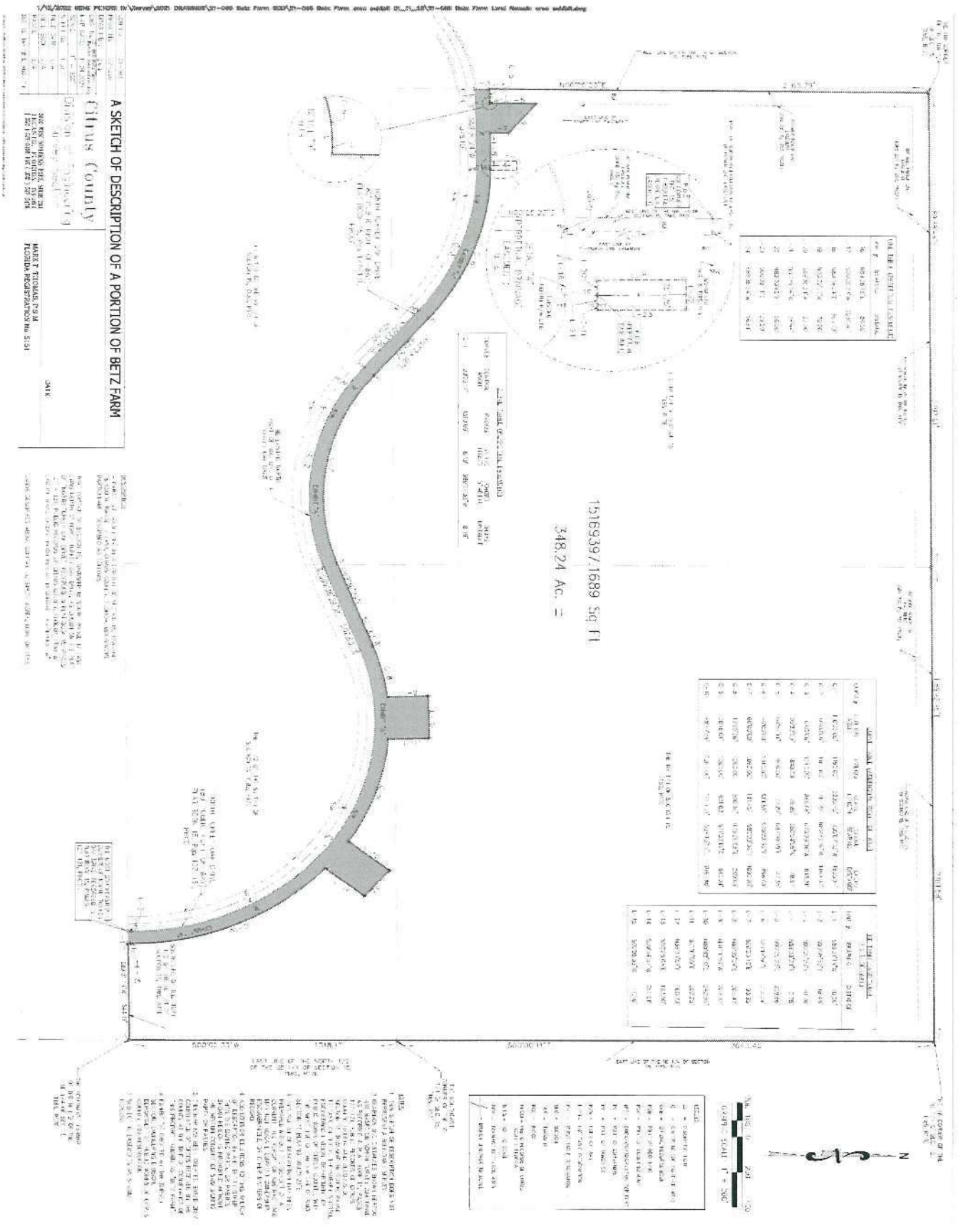
Electronically Signed using eSignOnline™ [Session ID : 52b08447-600b-4c30-954c-f8b3b036d4ad]

THENCE S89°36'24"W, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 73,501 SQUARE FEET (1.69 Acres) MORE OR LESS.

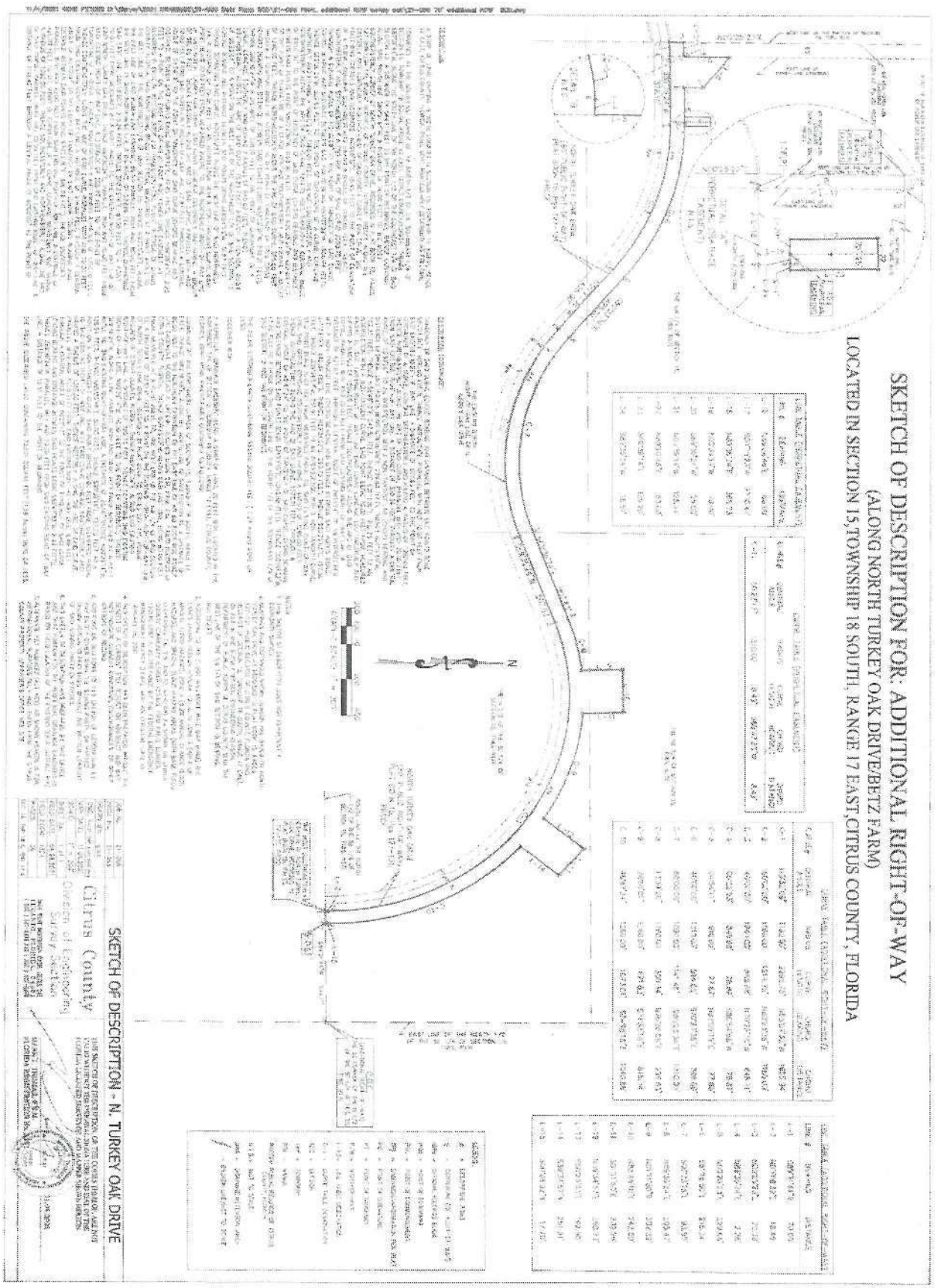
Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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Exhibit "A-1"

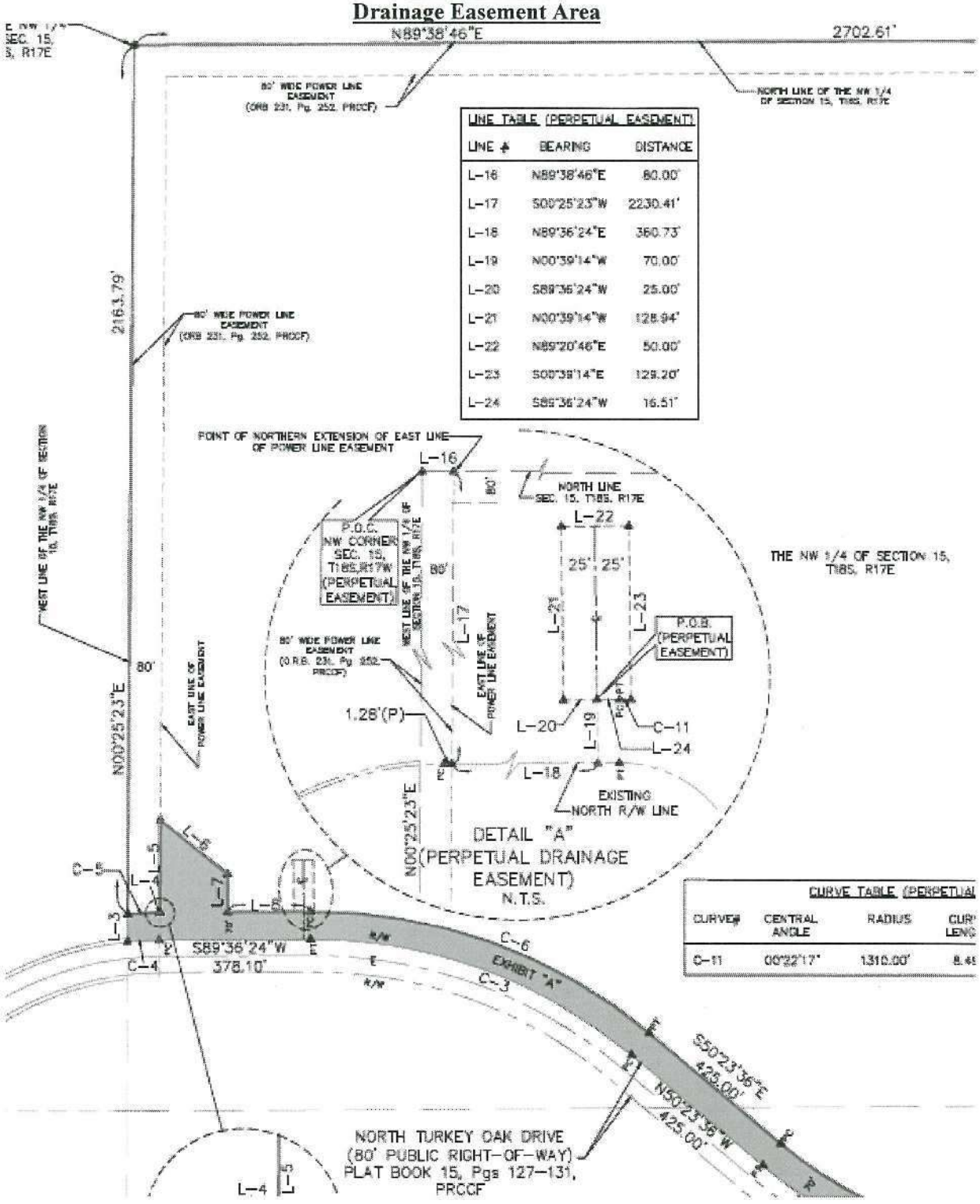
The Property shall be developed with the following required amenities, which development requirements will run with the land way of deed restrictions to be incorporated in the Deed:

- A Clubhouse for Social Gatherings
- Court Related Sporting Facilities
- Swimming Facilities
- Multi-purpose trails and dog parks incorporating Wildlife Observation & Conservation Oriented features
- Road network integrated into natural features
- Distinctive entrance ways with border features

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

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Exhibit "A-2"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)

LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	129.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL

CURVE#	CENTRAL ANGLE	RADIUS	CURV LENG
C-11	00°22'17"	1310.00'	8.4

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EXHIBIT "A-3"

DRAINAGE EASEMENT AGREEMENT

PREPARED BY:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 301
Orlando, Florida 328701

RETURN TO:
Susan Boelk, Land Section Manager
Under the supervision of
Denise A. Dymond Lyn, County Attorney
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Parcel Id No.

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated _____, 202__ (the "Effective Date"), by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, 110 North Apopka Avenue, Inverness, Florida 34450 ("County") and Hamid Ashtari _____, whose mailing and physical address is _____, ("Owner").

RECITALS

A. County is the fee simple owner of a parcel of property located in Citrus County, Florida and more particularly described in **Exhibit "A"** (the "County Property").

B. County and Owner entered into that certain Agreement for Sale and Purchase dated as of _____, 20___ (the "Contract"), whereby County agreed to sell, and Owner agreed to purchase a parcel of property located in Citrus County, Florida more particularly described in **Exhibit "B"** (the "Surplus Property").

C. The terms of the Contract require Owner to grant easement rights to County contemporaneous with the closing of the Contract and transfer of ownership of the Surplus Property from County to Owner.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the payment of Ten and 00/100 Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. **Grant of Drainage and Access Easement to County.** Owner hereby gives, grants, bargains, sells and conveys to County and its assigns, for the benefit of the County Property, an ***exclusive*** perpetual drainage and non-exclusive, perpetual access easement (the "Drainage Easement") over and across a 50 foot strip of the Surplus Property as more particularly described in Exhibit "C" (the "Drainage Easement Area") for the installation and maintenance of

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underground stormwater facilities, with free and full right of ingress and egress over and across the Drainage Easement Area. Owner hereby grants to County all other rights and benefits necessary or convenient to allow County to realize the full benefit and use of the Drainage Easement, including, but without limitation, the right to insure the proper support and stabilization of the Drainage Easement Area upon future development of the Surplus Property. Notwithstanding County's exclusive Drainage Easement rights, County agrees that Owner may use the Drainage Easement Area for the installation, maintenance and operation of Owner's (and only Owner's) stormwater facilities to drain surface water from the Surplus Property ("Owner's Drainage Use") so long as such facilities and use (i) comply with applicable laws, regulations and ordinances, including any applicable permitting requirements and (ii) Owner's Drainage Use does not interfere, impair or adversely impact County's use of the Drainage Easement Area. Owner's Drainage Use shall constitute the only exception to County's exclusive easement rights set forth in this Section 2.

3. **Indemnification.** Owner hereby agrees to indemnify, save harmless and defend County from and against any and all loss, cost, damage or expense caused to or suffered by County, including costs and reasonable attorneys' fees incurred at or before the trial level in any appellate, bankruptcy and administrative proceedings, arising from, out of or in connection with, directly or indirectly, the utilization by Owner, or any employee, agent, invitee, guest or independent contractor of Owner, of the Surplus Parcel or the Drainage Easement Area.

4. **Restoration.** In the event either party is performing, or causing to be performed, any construction, maintenance or repair work within the Drainage Easement Area, the party undertaking such work shall promptly restore, repair and replace any land, landscaping or improvement which may be disturbed, altered or damaged during such work, to its former condition prior to such disturbance, alteration or damage.

5. **Emergency Repairs**. County may, without the need for providing notice to Owner before taking action, make emergency modification, maintenance or repair to the stormwater drainage facility in the Drainage Easement Area, provided that such modification, maintenance or repair is necessary in order to protect the immediate health and safety of the public.

6. **Hazardous Discharge**. In the event there is a discharge of hazardous substances from the Surplus Property then County shall have the right to take such actions as are necessary to prevent the discharge from entering the County Property or the Drainage Easement Area.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to County and Owner as follows, as elected by the party giving such notice:

In the case of Owner:

_____

_____

_____

Attention: _____

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With a copy to:

_____
_____
_____
Attention: _____

In the case of County:

Citrus County
3600 W. Sovereign Path, Suite 267
Lecanto FL 34461
Attn: County Administrator

With a copy to:

County Attorney
110 N. Apopka Avenue
Suite B
Inverness, Florida 34450
Attention: _____

8. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the land and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

9. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Citrus County, Florida.

10. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

11. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including attorneys' fees incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding).

12. **No Right of Termination.** The easements and related rights granted under this Agreement are perpetual, and no breach of this Agreement will entitle the non-breaching party to cancel, rescind or otherwise terminate this Agreement or any easement granted hereunder. The foregoing limitation will not affect, in any way, any other right or remedy which the non-breaching party might have by reason of any breach of this Agreement.

IN WITNESS WHEREOF, County and Owner have executed this Agreement as of the Effective Date in the introductory paragraph.

(Execution signatures appear on the following pages)

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COUNTY:

ATTEST:

_____
_____, Clerk of Court
Citrus County, Florida

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

By: _____
_____, CHAIRMAN
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

On: _____
By: _____
_____, County Attorney

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as Chairman of the Board of County Commissioners of Citrus County, Florida, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name:_____

My commission expires:_____

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OWNER:

Signed, Sealed and delivered in the presence of:

First Witness

_____ _____

Signature Signature

_____ _____

Print Name Print name

Second Witness

_____

Signature

_____

Print name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

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RE/MAX REALTY ONE

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Citrue County Florida a Political Subdivision of The State Of Florida ("**Seller**") and Lecanto Properties LLLP a Florida Limited Liability Limited Partnership ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 3406 North Turkey Oak Drive, Crystal River, FL. 34428
Legal Description: ALL THAT PART OF SEC 15-18-17 THAT LIES N OF N TURKEY OAK DR AS PER PB 15 PG 127-131 (SEE ADDENDUM FOR FULL DISCRIPTION)

SEC 15 /TWP / 18 /RNG 17 of Citrus County, Florida. Real Property ID No.: 17E18S15 10000 including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ 5,500,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Manatee Title Company
Escrow Agent's Contact Person: Debra Currie
Escrow Agent's Address: 2468 N. Essex Ave. Hernando, FL. 34442
Escrow Agent's Phone: 352.746-1899
Escrow Agent's Email: Debra@ManateeTitleLLC.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☒ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ 100,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ 0

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ 0

(d) Other: _____ ..... $ 0

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 5,400,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before Apr 26, 2022, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on Jun 10, 2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☐ other (specify) Statutory County Deed, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☐ **Seller's** ☒ **Buyer's** expense and **(Check one)** ☐ within _____ days after Effective Date ~~☒ at least 30~~ days before Closing Date, **(Check one)**

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey: Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress: Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition: Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**
~~Taxes on deed~~ **County is Exempt**
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: TAXES ON DEED

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Kevin D. Cunningham 655978	Wayne Saxer
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

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KevinC@remax.net	WSaxer@citrushills.com
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
(352) 422-7547	
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
RE/MAX Realty One	CHIP Realty, LLC
Listing Brokerage	**Buyer's Brokerage**
2421 N. Lecanto Hwy, Lecanto, FL. 34461	2400 N. Terra Vista Blvd. Hernando, FL. 34442
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☒ C. Other SEE ATTACHED ADDENDUM

23. Additional Terms: ~~Buyer shall have the option to reduce the purchase price by the Buyer's Co-Broke commission amount in lieu of receiving Co-Broke Commission at Closing.~~

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: Stephen A. Tamposi, Manager of G.P. Date: 4-12-22

Print name: Lecanto Properties LLLP

Buyer: _____ Date: _____

Print name: a Florida Limited Liability Limited Partnership

Buyer's address for purpose of notice:

Address: 2476 N Essex Avenue, Hernando, FL. 34442

Phone: _____ Fax: (352) 746-6801 Email: Tamposi@citrushills.com

Seller: _____ Date: _____

Print name: Ronald E. Kitchen Jr.,

Seller: _____ Date: _____

Print name: Chairman, Citrus County Commission

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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378 **Seller's** address for purpose of notice: County Administrator 267

379* Address: ~~Citrus County Board of County Commissioners~~ 3600 W SOVEREIGN PATH STE ~~266~~ LECANTO FL 34461 7727

380* Phone: _____ Fax: _____ Email: Susan.Boelk@citrusbocc.com

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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ADDENDUM TO VACANT LAND SALES AGREEMENT

Citrus County, Florida, ("Seller"), and Lecanto Properties, LLLP, ("Buyer"), have entered into a Vacant Land Contract ("Agreement"), dated _____, 2022, wherein Seller agrees to sell, and Buyer agrees to buy certain real properties located at 3406 N Turkey Oak Dr, Crystal River, Florida, Citrus County, Florida; and

WHEREAS, Buyer desires to purchase the real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, Seller desires to sell to Buyer such real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, the parties hereto desire to more clearly define the terms and conditions of the conveyance of the Real Property from Seller.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration as set forth in this Addendum and the Agreement, the parties agree that the following provisions of this Addendum shall be incorporated in and become a part of the Agreement as follows:

1. **INCORPORATION OF ADDENDUM**:

    a. The terms and conditions of this Addendum shall be incorporated in and be a part of that certain Agreement between the parties as if more fully set forth therein.

    b. All other provisions of the Agreement between the parties not inconsistent with the provisions of this Agreement shall remain in full force and effect.

    c. In the event of conflict between the Agreement and this Addendum, the Addendum's terms shall control.

2. Paragraph 1 Legal Description is amended as provided in Exhibit A attached hereto and made a part hereof.

3. Paragraph 3 of the Agreement is amended to provide as follows: Time for Acceptance, on or before April 26, 2022. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

4. Paragraph 8 (a) is amended to provide as follows: Title Evidence: Buyer may, at Buyer's expense, pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent.

5. Paragraph 10 (a) of the Agreement is amended to provide as follows: Seller shall pay no closing costs or taxes on this conveyance.

6. Paragraph 10 (b) of the Agreement is amended to provide as follows: Buyer shall pay all closing costs and taxes on this conveyance.

7. Paragraph 10 (d) of the Agreement is amended to provide as follows: Buyer will pay installments due after closing.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

8. Paragraph 23, Additional Terms is amended to provide as follows:

   a. Buyer has herewith provided Seller with proof of financial ability to consummate the proposed transaction.

   b. Buyer hereby agrees to accept a County Deed and hold Seller harmless for any title or property deficiencies and Seller makes no warranties about the property's condition seen or unseen. Contract is contingent upon approval by the Citrus County Board of County Commissioners. Buyer is aware that County may need to extend closing date to allow the Citrus County Board of County Commissioners to meet.

   c. Property is subject to (i) the development requirements set forth in the Development of Regional Impact currently in place, (ii) a drainage easement over the 50 ft. parcel shown Exhibit "A-2" attached hereto (the "Drainage Easement Area") in the form of easement agreement attached hereto as Exhibit "A-3" (the "Drainage Easement Agreement"), and (iii) all recorded easement, use, or occupancy rights reserved to or benefitting Seller (the "Property").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022.

BUYER: Lecanto Properties, LLLP

_____
Stephen A. Tamposi, as Manager
Lecanto Property Management, LLC,
As General Partner of Buyer

SELLER: Citrus County, Florida

_____
Ronald E. Kitchen, Jr., Chairman
Citrus County Board of County Commissioners

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING NORTH OF NORTH TURKEY OAK DRIVE, AS SHOWN ON THE PLAT OF "NORTH TURKEY OAK DRIVE", RECORDED IN PLAT BOOK 15, PAGES 127 – 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

THE ABOVE-DESCRIBED LANDS CONTAINING 348.24 ACRES MORE OR LESS.

LESS & EXCEPT:

A STRIP OF LAND VARYING IN WIDTH LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S89°31'44"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 544.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, S89°31'44"W, A DISTANCE OF 70.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127 THROUGH 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID NORTH TURKEY OAK DRIVE, THE FOLLOWING COURSES AND DISTANCES: N00°08'32"E, 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1190.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2295.75 FEET, THROUGH A CENTRAL ANGLE OF 110°32'08" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°07'32"W, 1955.94 FEET); THENCE S69°36'24"W, 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 1214.75 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N80°23'36"W, 1160.00 FEET); THENCE N50°23'36"W, 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 865.68 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 848.21 FEET); THENCE S89°36'24"W, A DISTANCE OF 378.10 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY AND HAVING A

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

RADIUS OF 840.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 78.89 FEET, THROUGH A CENTRAL ANGLE OF 05°22'53" TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S86°54'58"W, 78.87 FEET; THENCE DEPARTING SAID CURVE, N00°25'23"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 70.38 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE, SAID CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 910.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID NORTHERLY RIGHT-OF-WAY LINE, 77.87 FEET THROUGH A CENTRAL ANGLE OF 04°54'11" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N87°09'19"E, 77.85 FEET); THENCE N89°36'24"E, 2.28 FEET TO A POINT ON THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 231, PAGES 252-253, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N00°25'23"E, ALONG THE EAST LINE OF SAID POWER LINE EASEMENT, BEING PARALLEL WITH AND 80.00 FEET FROM THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 229.66 FEET; THENCE DEPARTING SAID EAST LINE, S51°18'50"E, 215.24 FEET; THENCE S00°23'16"E, 93.95 FEET TO A POINT 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE EXISTING RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 205.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 914.55 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S70°23'36"E, 896.09 FEET); THENCE S50°23'36"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1141.45 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S80°23'36"E, 1090.00 FEET); THENCE N69°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 300.34 FEET, THROUGH A CENTRAL ANGLE OF 13°39'26" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N76°26'08"E, 299.63 FEET); THENCE N01°11'50"W, 202.32 FEET; THENCE N88°48'10"E, 242.50 FEET; THENCE S01°11'50"E, 202.25 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 621.62 FEET, THROUGH A CENTRAL ANGLE OF 28°16'01" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S71°33'19"E, 615.34 FEET); THENCE N39°34'57"E, 260.73 FEET; THENCE S50°25'03"E, 192.50 FEET; THENCE S39°34'57"W, 251.91 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 1073.01 FEET, THROUGH A CENTRAL ANGLE OF 48°47'34" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S24°15'16"E, 1040.88 FEET); THENCE S00°08'32"W, 17.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 533,140 SQUARE FEET (12.24 Acres) MORE OR LESS.

TOGETHER WITH:

A PERPETUAL DRAINAGE EASEMENT BEING A STRIP OF LAND, 50 FEET WIDE, LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

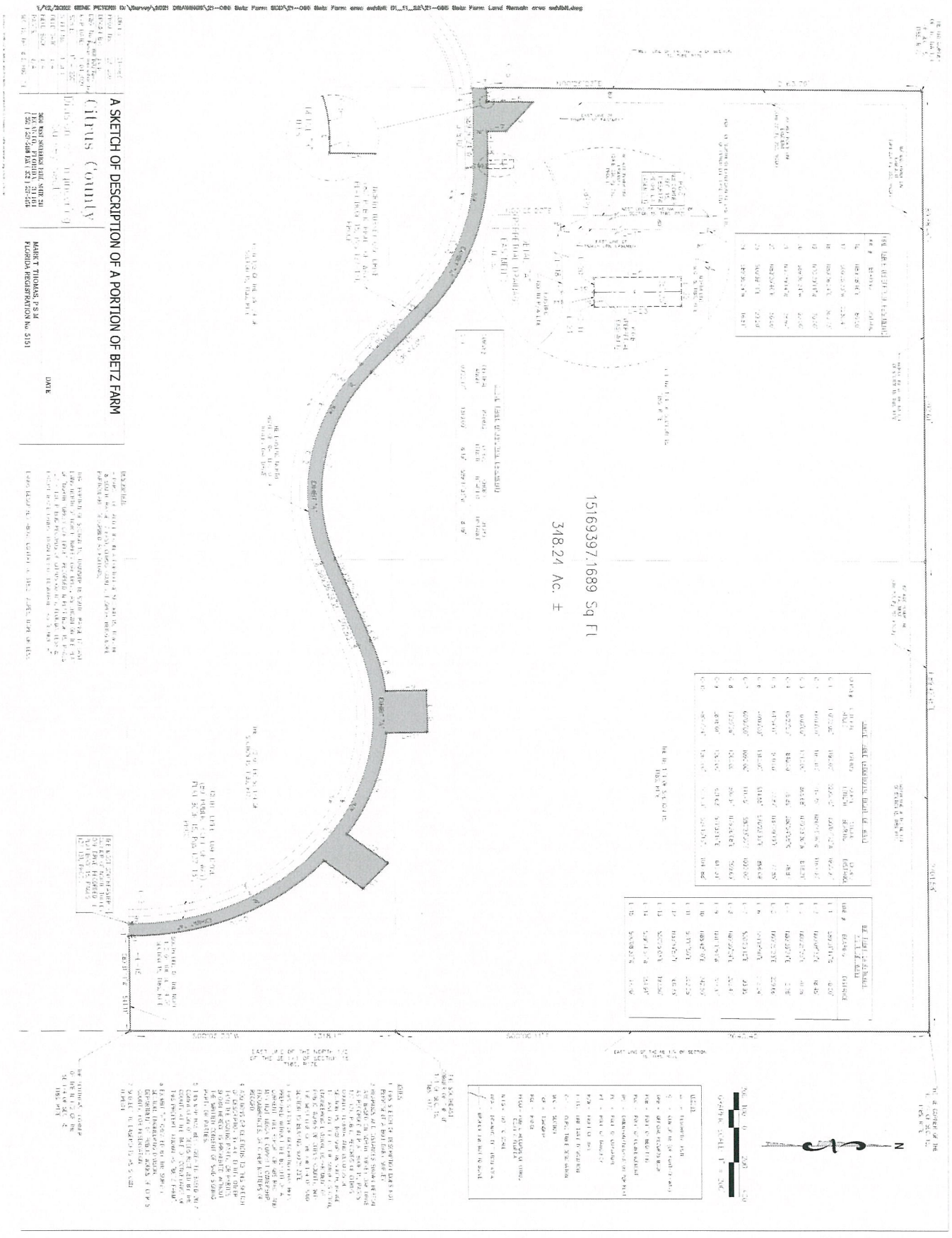
COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE N89°38'46"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 80.00 FEET TO THE NORTHERN EXTENSION OF THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 231, PAGE 252, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S00°25'23"W, ALONG SAID EAST LINE, BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2230.41 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°36'24"E, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 360.73 FEET; THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, N00°39'14"W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'24"W, ALONG A LINE PARALLEL WITH AND 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 25.00';THENCE N00°39'14"W, 128.94 FEET; THENCE N89°20'46"E, 50.00 FEET; THENCE S00°39'14"E, 129.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO SAID EXISTING RIGHT-OF-WAY LINE, WITH SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, 8.49 FEET THROUGH A CENTRAL ANGLE OF 00°22'17" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

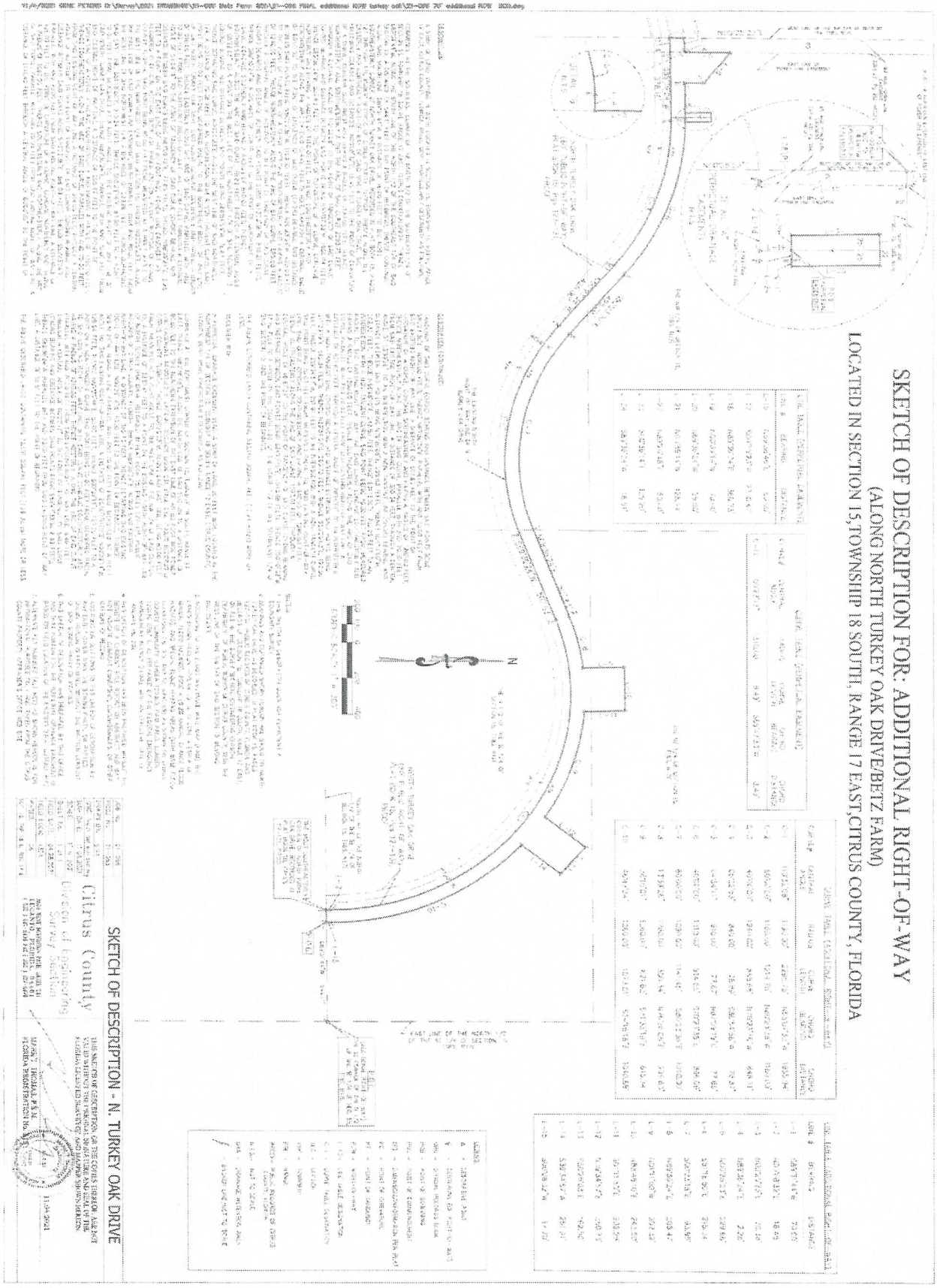
BEARING AND DISTANCE BETWEEN SAID POINTS BEING S89°47'33"W, 8.49 FEET); THENCE S89°36'24"W, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 73,501 SQUARE FEET (1.69 Acres) MORE OR LESS.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)



Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)



SKETCH OF DESCRIPTION FOR: ADDITIONAL RIGHT-OF-WAY

(ALONG NORTH TURKEY OAK DRIVE/BETZ FARM)

LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA

SKETCH OF DESCRIPTION - N. TURKEY OAK DRIVE

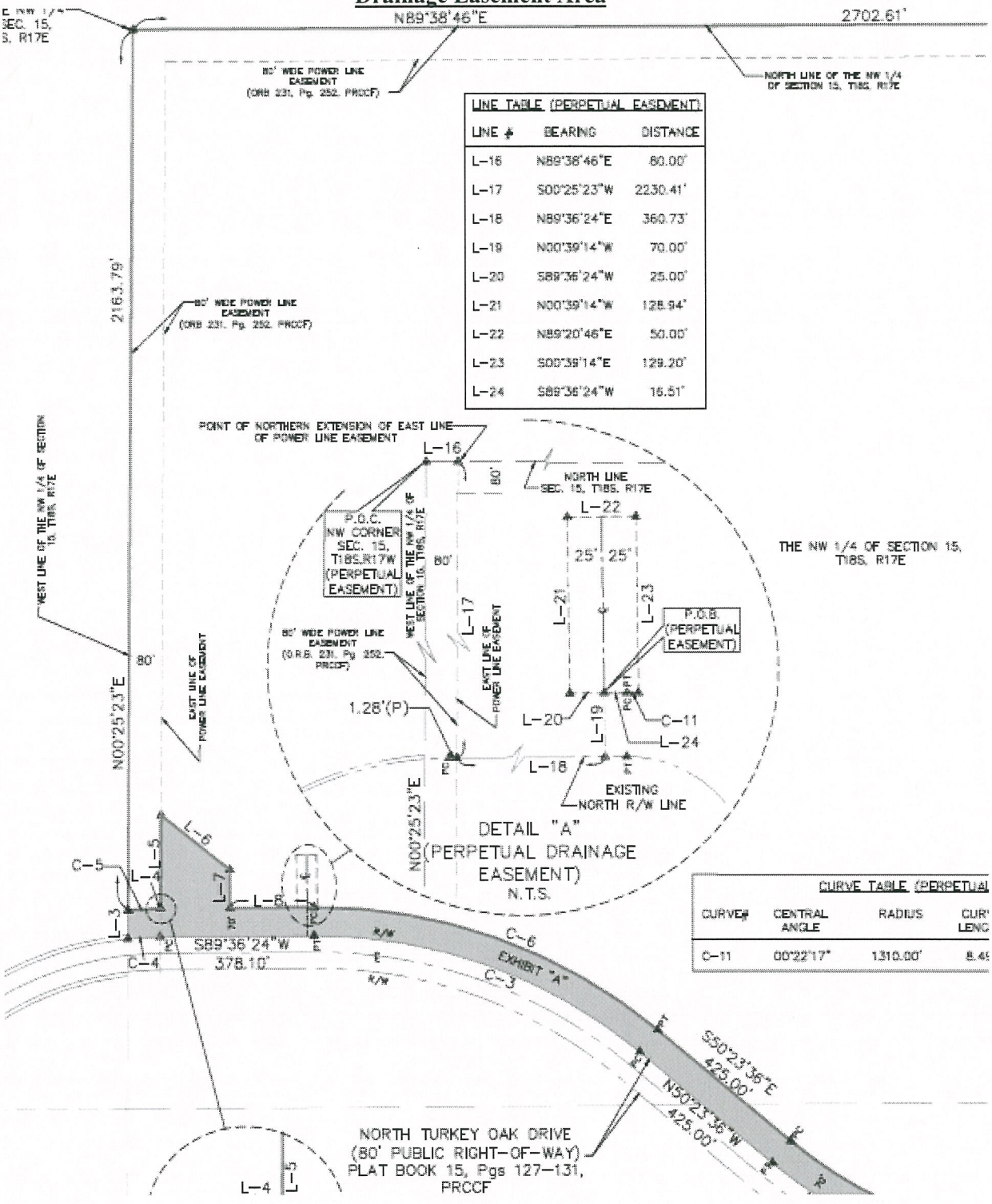
Citrus County

Division of Engineering

Survey Section

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

Exhibit "A-2"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)		
LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	129.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL			
CURVE#	CENTRAL ANGLE	RADIUS	CURVE LENG
C-11	00°22'17"	1310.00'	8.49

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT "A-3"

DRAINAGE EASEMENT AGREEMENT

PREPARED BY:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 301
Orlando, Florida 328701

RETURN TO:
Susan Boelk, Land Section Manager
Under the supervision of
Denise A. Dymond Lyn, County Attorney
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Parcel Id No.

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated _____, 202__ (the "Effective Date"), by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, 110 North Apopka Avenue, Inverness, Florida 34450 ("County") and _____, whose mailing and physical address is _____, ("Owner").

RECITALS

A. County is the fee simple owner of a parcel of property located in Citrus County, Florida and more particularly described in **Exhibit "A"** (the "County Property").

B. County and Owner entered into that certain Agreement for Sale and Purchase dated as of _____, 20___ (the "Contract"), whereby County agreed to sell, and Owner agreed to purchase a parcel of property located in Citrus County, Florida more particularly described in **Exhibit "B"** (the "Surplus Property").

C. The terms of the Contract require Owner to grant easement rights to County contemporaneous with the closing of the Contract and transfer of ownership of the Surplus Property from County to Owner.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the payment of Ten and 00/100 Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. **Grant of Drainage and Access Easement to County.** Owner hereby gives, grants, bargains, sells and conveys to County and its assigns, for the benefit of the County Property, an ***exclusive*** perpetual drainage and non-exclusive, perpetual access easement (the "Drainage Easement") over and across a 50 foot strip of the Surplus Property as more particularly described in Exhibit "C" (the "Drainage Easement Area") for the installation and maintenance of

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

underground stormwater facilities, with free and full right of ingress and egress over and across the Drainage Easement Area. Owner hereby grants to County all other rights and benefits necessary or convenient to allow County to realize the full benefit and use of the Drainage Easement, including, but without limitation, the right to insure the proper support and stabilization of the Drainage Easement Area upon future development of the Surplus Property. Notwithstanding County's exclusive Drainage Easement rights, County agrees that Owner may use the Drainage Easement Area for the installation, maintenance and operation of Owner's (and only Owner's) stormwater facilities to drain surface water from the Surplus Property ("Owner's Drainage Use") so long as such facilities and use (i) comply with applicable laws, regulations and ordinances, including any applicable permitting requirements and (ii) Owner's Drainage Use does not interfere, impair or adversely impact County's use of the Drainage Easement Area. Owner's Drainage Use shall constitute the only exception to County's exclusive easement rights set forth in this Section 2.

3. **Indemnification.** Owner hereby agrees to indemnify, save harmless and defend County from and against any and all loss, cost, damage or expense caused to or suffered by County, including costs and reasonable attorneys' fees incurred at or before the trial level in any appellate, bankruptcy and administrative proceedings, arising from, out of or in connection with, directly or indirectly, the utilization by Owner, or any employee, agent, invitee, guest or independent contractor of Owner, of the Surplus Parcel or the Drainage Easement Area.

4. **Restoration.** In the event either party is performing, or causing to be performed, any construction, maintenance or repair work within the Drainage Easement Area, the party undertaking such work shall promptly restore, repair and replace any land, landscaping or improvement which may be disturbed, altered or damaged during such work, to its former condition prior to such disturbance, alteration or damage.

5. **Emergency Repairs**. County may, without the need for providing notice to Owner before taking action, make emergency modification, maintenance or repair to the stormwater drainage facility in the Drainage Easement Area, provided that such modification, maintenance or repair is necessary in order to protect the immediate health and safety of the public.

6. **Hazardous Discharge**. In the event there is a discharge of hazardous substances from the Surplus Property then County shall have the right to take such actions as are necessary to prevent the discharge from entering the County Property or the Drainage Easement Area.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to County and Owner as follows, as elected by the party giving such notice:

In the case of Owner:

_____
_____
_____
Attention: _____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

With a copy to:

_____
_____
_____
Attention: _____

In the case of County:

Citrus County
3600 W. Sovereign Path, Suite 267
Lecanto FL 34461
Attn: County Administrator

With a copy to:

County Attorney
110 N. Apopka Avenue
Suite B
Inverness, Florida 34450
Attention: _____

8. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the land and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

9. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Citrus County, Florida.

10. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

11. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including attorneys' fees incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding).

12. **No Right of Termination.** The easements and related rights granted under this Agreement are perpetual, and no breach of this Agreement will entitle the non-breaching party to cancel, rescind or otherwise terminate this Agreement or any easement granted hereunder. The foregoing limitation will not affect, in any way, any other right or remedy which the non-breaching party might have by reason of any breach of this Agreement.

IN WITNESS WHEREOF, County and Owner have executed this Agreement as of the Effective Date in the introductory paragraph.

(Execution signatures appear on the following pages)

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

COUNTY:

ATTEST:

_____
_____, Clerk of Court
Citrus County, Florida

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

By: _____
_____, CHAIRMAN
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

On: _____
By: _____
_____, County Attorney

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as Chairman of the Board of County Commissioners of Citrus County, Florida, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name:_____

My commission expires:_____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

OWNER:

Signed, Sealed and delivered in the presence of:

First Witness

_____ _____

Signature Signature

_____ _____

Print Name Print name

Second Witness

_____

Signature

_____

Print name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____of _____, a _____, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

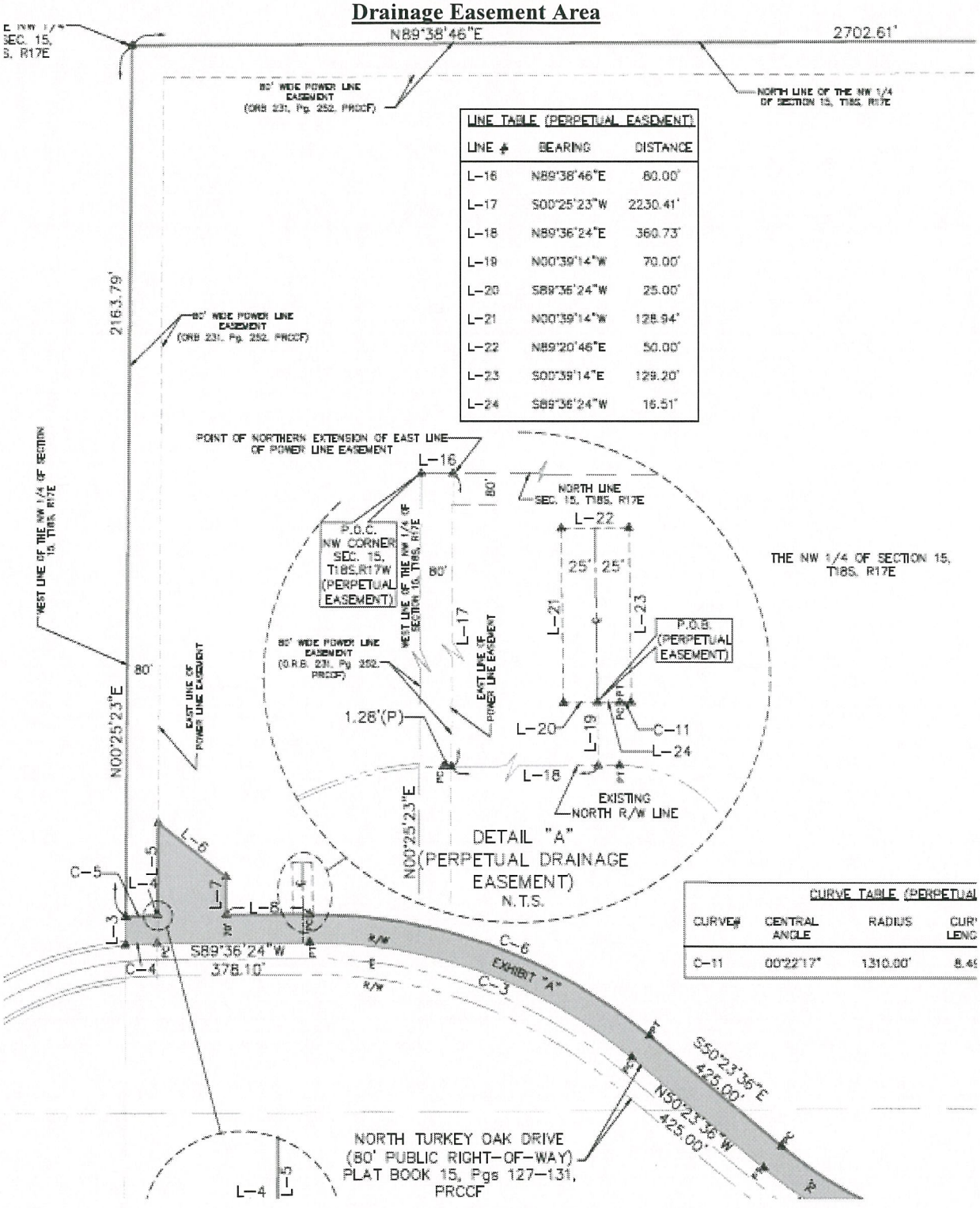
_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT A & B
[See Exhibit A of the Addendum]

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT "C"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)		
LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	129.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL			
CURVE#	CENTRAL ANGLE	RADIUS	CUR LENG
C-11	00°22'17"	1310.00'	8.4

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

TRUIST

1 E. Jefferson Street, 3rd FL
Brooksville FL 34601
Office: 352-754-5574
marjorie.sjostrom@truist.com

March 11, 2022

Lecanto Properties LLLP
Stephen A Tamposi
2476 N Essex Avenue
Hernando FL 34442

Dear Mr. Tamposi

Please accept this letter as verification that Lecanto Properties LLLP has in excess of $5.6 million in cash, liquid assets and other resources available at Truist Bank.

If I can be of further assistance, please feel free to contact me at 352.754.5574.

Sincerely,

Marjorie L Sjostrom

Marjorie L. Sjostrom
Assistant Vice President
Senior Wealth Support Specialist

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

MANATEE TITLE, LLC



April 12, 2022

RE: Lecanto Properties LLLP
3406 N Turkey Oak Drive, Crystal River, Florida 34428

To whom it may concern:

Please be advised that deposit escrow check #476 in the amount of $100,000.00 was deposited into Manatee Title LLC's escrow account at Truist Bank on April 12, 2022.

Debra Ann Currie, Manager
Manatee Title LLC

File #22-0049E

Residential & Commercial Closings / Escrows
2468 N. Essex Avenue, Hernando, FL 34442
(352) 746-1899 / Fax (352) 746-7222

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Vacant Land Contract

1. Sale and Purchase ("Contract"): Citrus County Florida a Political Subdivision of The State Of Florida ("**Seller**") and Charlie Michaels, Inc. Carlos Beruff ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property described as:

Address: 3406 North Turkey Oak Drive, Crystal River, FL. 34428

Legal Description: ALL THAT PART OF SEC 15-18-17 THAT LIES N OF TURKEY OAK DR AS PER PB 15 PG 127 - 131 (SEE ADDENDUM FOR FULL DISCRIPTION)

SEC 15 /TWP / 18 /RNG 17 of Citrus County, Florida. Real Property ID No.: 3125825 including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) ..... $ 6,000,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Sun Coast Title Company

Escrow Agent's Contact Person: Cassandra Grassman

Escrow Agent's Address: 7313 Professional Pkwy E, Lakewood Ranch, FL 34240

Escrow Agent's Phone: (941) 306-5890

Escrow Agent's Email: Cassandra@sctitleco.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☒ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ 100,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $

(d) Other: 72 Hours after 90 Day Due Diligence Period ..... $ 200,000.00

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 5,700,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before Apr 26, 2022, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on Aug 24, 2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☒ other (specify) Statutory County Deed, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☐ **Seller's** ☒ **Buyer's** expense and **(Check one)** ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date, **(Check one)**

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy w include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) bu no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Selle** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured withi the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within 90 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** wi obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for th purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was i before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on deed~~ **County Is Exempt**
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: TAXES ON DEED

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHEF PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragrapl 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any perso for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Parrish Realty

Kevin D. Cunningham BK655978	~~Kevin D. Cunningham BK655978~~
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No. CQ1041075

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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Charles Tokarz

KevinC@remax.net	~~kevinC@remax.net~~
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
352-422-7547	941-359-9000 ~~352-4227547~~
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
RE/MAX Realty One	Parrish Realty ~~RE/MAX Realty One~~
Listing Brokerage	**Buyer's Brokerage**
2421 N. Lecanto Hwy. Lecanto FL. 34461	1651 Whitfield Ave ~~2421 N. Lecanto Hwy. Lecanto, FL. 34461~~
Listing Brokerage Address	**Buyer's Brokerage Address** Suite 200 Sarasota FL. 34243

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

23. Additional Terms: SEE ATTACHED ADDENDUM

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: **Charlie Michaels, Inc.**

Buyer: _____ Date: 4/22/22

Print name: **Carlos Beruff** President

Buyer's address for purpose of notice:

Address: 1651 Whitfield Ave. Suite 200, Sarasota, FL. 34243

Phone: _____ Fax: _____ Email: CarlosB@medallionhomes.com

Seller: _____ Date: _____

Print name: **Citrus County Florida a Political**

Seller: _____ Date: _____

Print name: **Subdivision of The State Of Florida**

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

Seller's address for purpose of notice:

Address: Citrus County Administrator 3600 W. Sovereign Path Suite 267, Lecanto, FL. 34461

Phone: 352-527-5460 Fax: _____ Email: Susan.Boelk@citrusbocc.com

Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counter-offer.)

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ADDENDUM TO VACANT LAND SALES AGREEMENT

Citrus County, Florida, ("Seller"), and Charlie Michaels, Inc., ("Buyer"), have entered into a Vacant Land Contract ("Agreement"), dated April 26, 2022, wherein Seller agrees to sell, and Buyer agrees to buy certain real properties located at 3406 N Turkey Oak Dr, Crystal River, Florida, Citrus County, Florida; and

WHEREAS, Buyer desires to purchase the real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, Seller desires to sell to Buyer such real property described in the Agreement, subject to the terms and conditions of the Agreement and this Addendum; and

WHEREAS, the parties hereto desire to more clearly define the terms and conditions of the conveyance of the Real Property from Seller.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration as set forth in this Addendum and the Agreement, the parties agree that the following provisions of this Addendum shall be incorporated in and become a part of the Agreement as follows:

1. **INCORPORATION OF ADDENDUM**:

   a. The terms and conditions of this Addendum shall be incorporated in and be a part of that certain Agreement between the parties as if more fully set forth therein.

   b. All other provisions of the Agreement between the parties not inconsistent with the provisions of this Agreement shall remain in full force and effect.

   c. In the event of conflict between the Agreement and this Addendum, the Addendum's terms shall control.

2. Paragraph 1 Legal Description is amended as provided in Exhibit A attached hereto and made a part hereof.

3. Paragraph 3 of the Agreement is amended to provide as follows: Time for Acceptance, on or before April 26, 2022. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

4. Paragraph 3 of the Agreement is amended to provide as follows: Closing Date on or before August 24, 2022. Buyer is aware that County may need to extend acceptance date to allow the Citrus County Board of County Commissioners to meet.

5. Paragraph 10 (a) of the Agreement is amended to provide as follows: Seller shall pay no closing costs or taxes on this conveyance.

6. Paragraph 10 (b) of the Agreement is amended to provide as follows: Buyer shall pay all closing costs and taxes on this conveyance.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

7. Paragraph 23, Additional Terms:

   a. Buyer has herewith provided Seller with proof of financial ability to consummate the proposed transaction.

   b. Buyer hereby agrees to accept a County Deed and hold Seller harmless for any title or property deficiencies and Seller makes no warranties about the property's condition seen or unseen. Contract is contingent upon approval by the Citrus County Board of County Commissioners. Buyer is aware that County may need to extend closing date to allow the Citrus County Board of County Commissioners to meet.

   c. Property is subject to (i) the development requirements set forth in the Development of Regional Impact currently in place, (ii) a drainage easement over the 50 ft. parcel shown Exhibit "A-2" attached hereto (the "Drainage Easement Area") in the form of easement agreement attached hereto as Exhibit "A-3" (the "Drainage Easement Agreement"), and (iii) all recorded easement, use, or occupancy rights reserved to or benefitting Seller (the "Property").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of April, 2022.

BUYER: Charlie Michaels, Inc.	**SELLER: Citrus County, Florida**
Carlos Beruff, Owner Charlie Michaels, Inc. Pnasidcel	Ronald E. Kitchen, Jr., Chairman Citrus County Board of County Commissioners

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING NORTH OF NORTH TURKEY OAK DRIVE, AS SHOWN ON THE PLAT OF "NORTH TURKEY OAK DRIVE", RECORDED IN PLAT BOOK 15, PAGES 127 – 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

THE ABOVE-DESCRIBED LANDS CONTAINING 348.24 ACRES MORE OR LESS.

LESS & EXCEPT:

A STRIP OF LAND VARYING IN WIDTH LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S89°31'44"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 544.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, S89°31'44"W, A DISTANCE OF 70.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127 THROUGH 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID NORTH TURKEY OAK DRIVE, THE FOLLOWING COURSES AND DISTANCES: N00°08'32"E, 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1190.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2295.75 FEET, THROUGH A CENTRAL ANGLE OF 110°32'08" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°07'32"W, 1955.94 FEET); THENCE S69°36'24"W, 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 1214.75 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N80°23'36"W, 1160.00 FEET); THENCE N50°23'36"W, 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 865.68 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 848.21 FEET); THENCE S89°36'24"W, A DISTANCE OF 378.10 FEET TO

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THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 78.89 FEET, THROUGH A CENTRAL ANGLE OF 05°22'53" TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S86°54'58"W, 78.87 FEET; THENCE DEPARTING SAID CURVE, N00°25'23"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 70.38 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE, SAID CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 910.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID NORTHERLY RIGHT-OF-WAY LINE, 77.87 FEET THROUGH A CENTRAL ANGLE OF 04°54'11" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N87°09'19"E, 77.85 FEET); THENCE N89°36'24"E, 2.28 FEET TO A POINT ON THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 231, PAGES 252-253, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N00°25'23"E, ALONG THE EAST LINE OF SAID POWER LINE EASEMENT, BEING PARALLEL WITH AND 80.00 FEET FROM THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 229.66 FEET; THENCE DEPARTING SAID EAST LINE, S51°18'50"E, 215.24 FEET; THENCE S00°23'16"E, 93.95 FEET TO A POINT 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE EXISTING RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 205.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 914.55 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S70°23'36"E, 896.09 FEET); THENCE S50°23'36"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1141.45 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S80°23'36"E, 1090.00 FEET); THENCE N69°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 507.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 300.34 FEET, THROUGH A CENTRAL ANGLE OF 13°39'26" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N76°26'08"E, 299.63 FEET); THENCE N01°11'50"W, 202.32 FEET; THENCE N88°48'10"E, 242.50 FEET; THENCE S01°11'50"E, 202.25 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT

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BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 621.62 FEET, THROUGH A CENTRAL ANGLE OF 28°16'01" TO AN INTERSECTION WITH A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S71°33'19"E, 615.34 FEET); THENCE N39°34'57"E, 260.73 FEET; THENCE S50°25'03"E, 192.50 FEET; THENCE S39°34'57"W, 251.91 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 1073.01 FEET, THROUGH A CENTRAL ANGLE OF 48°47'34" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S24°15'16"E, 1040.88 FEET); THENCE S00°08'32"W, 17.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 533,140 SQUARE FEET (12.24 Acres) MORE OR LESS.

TOGETHER WITH:

A PERPETUAL DRAINAGE EASEMENT BEING A STRIP OF LAND, 50 FEET WIDE, LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

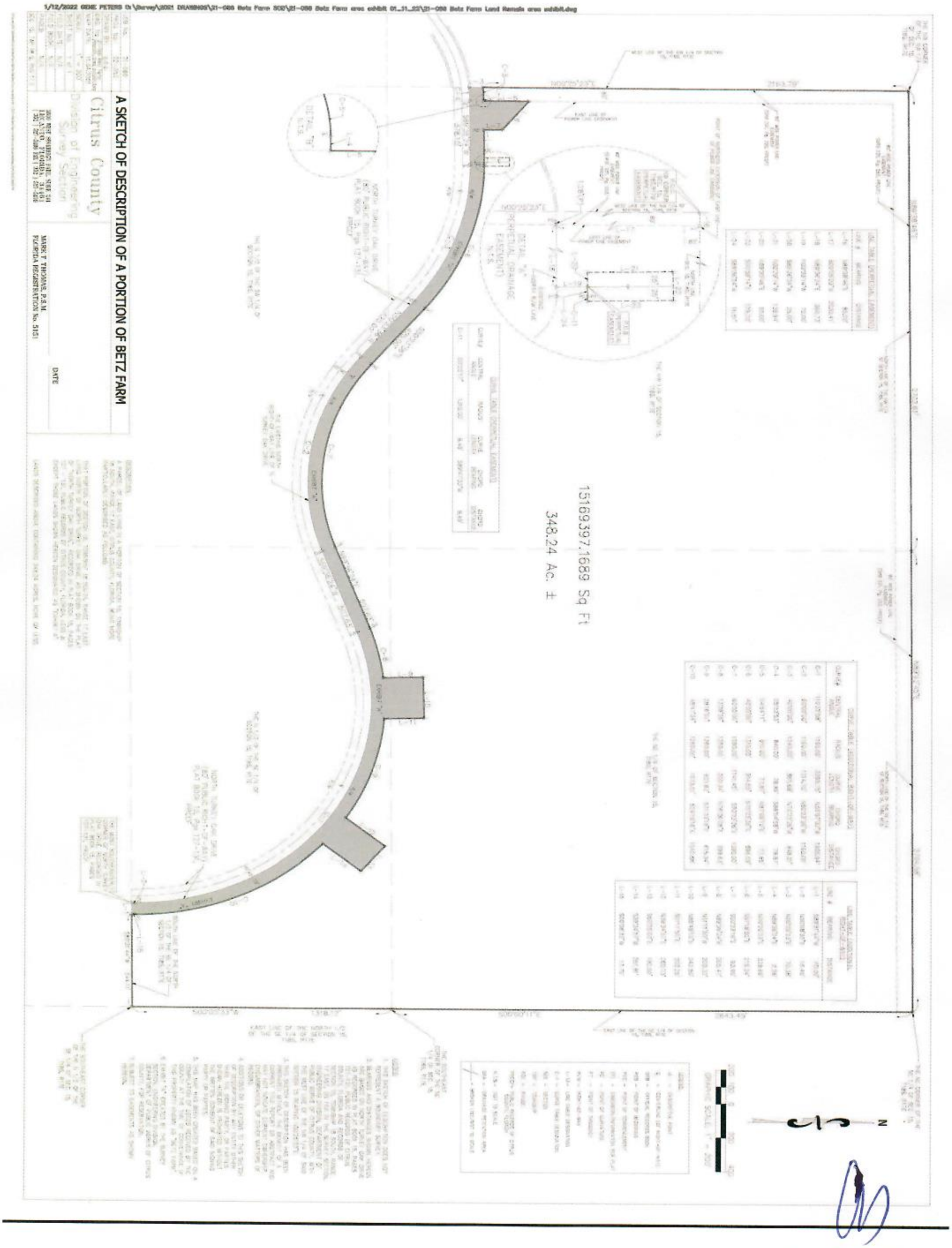
COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE N89°38'46"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 80.00 FEET TO THE NORTHERN EXTENSION OF THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 231, PAGE 252, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S00°25'23"W, ALONG SAID EAST LINE, BEING 80.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2230.41 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N89°36'24"E, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 360.73 FEET; THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, N00°39'14"W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'24"W, ALONG A LINE PARALLEL WITH AND 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 25.00';THENCE N00°39'14"W, 128.94 FEET; THENCE N89°20'46"E, 50.00 FEET; THENCE S00°39'14"E, 129.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO SAID EXISTING RIGHT-OF-WAY LINE, WITH SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, 8.49 FEET THROUGH A CENTRAL

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ANGLE OF 00°22'17" TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S89°47'33"W, 8.49 FEET); THENCE S89°36'24"W, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINING 73,501 SQUARE FEET (1.69 Acres) MORE OR LESS.

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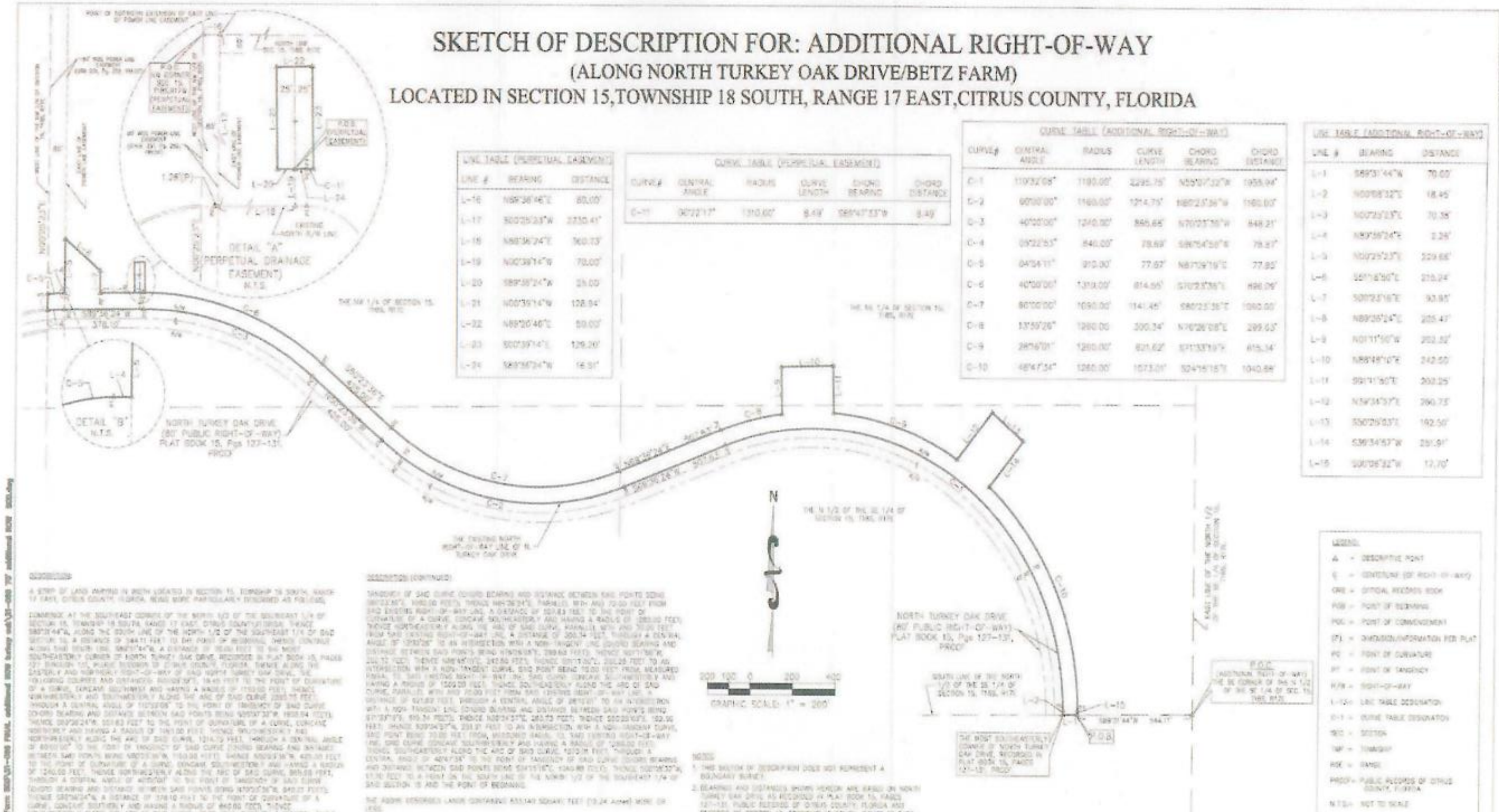
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SKETCH OF DESCRIPTION FOR: ADDITIONAL RIGHT-OF-WAY

(ALONG NORTH TURKEY OAK DRIVE/BETZ FARM)

LOCATED IN SECTION 15,TOWNSHIP 18 SOUTH, RANGE 17 EAST,CITRUS COUNTY, FLORIDA



LINE TABLE (PERPETUAL EASEMENT)		
LINE #	BEARING	DISTANCE
L-16	N89°36'46"E	80.05'
L-17	S00°25'23"E	2330.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"E	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.03'
L-23	S00°39'14"E	129.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL EASEMENT)					
CURVE #	CENTRAL ANGLE	RADIUS	CURVE LENGTH	CHORD BEARING	CHORD DISTANCE
C-11	00°22'17"	1310.00'	8.49'	S89°47'33"W	8.49'

CURVE TABLE (ADDITIONAL RIGHT-OF-WAY)					
CURVE #	CENTRAL ANGLE	RADIUS	CURVE LENGTH	CHORD BEARING	CHORD DISTANCE
C-1	110°32'08"	1160.00'	2235.75'	N59°07'22"W	1905.94'
C-2	90°00'00"	1160.00'	1214.75'	N80°23'36"W	1160.00'
C-3	40°00'00"	1240.00'	865.65'	N70°23'36"W	848.21'
C-4	05°32'53"	840.00'	78.69'	S86°54'50"E	78.67'
C-5	04°54'11"	910.00'	77.87'	N87°09'19"E	77.85'
C-6	40°00'00"	1310.00'	914.66'	S70°23'36"E	896.09'
C-7	80°00'00"	1090.00'	1141.45'	S80°23'36"E	1050.00'
C-8	13°59'26"	1260.00'	306.34'	N76°26'08"E	289.63'
C-9	28°56'01"	1260.00'	821.62'	S71°33'19"E	813.14'
C-10	48°47'34"	1260.00'	1073.01'	S24°15'15"E	1040.68'

LINE TABLE (ADDITIONAL RIGHT-OF-WAY)		
LINE #	BEARING	DISTANCE
L-1	S89°31'44"W	70.03'
L-2	N00°08'32"E	18.45'
L-3	N00°25'23"E	70.35'
L-4	N89°36'24"E	5.24'
L-5	N00°25'23"E	329.65'
L-6	S01°16'50"E	219.24'
L-7	S00°23'18"E	93.85'
L-8	N89°36'24"E	225.43'
L-9	N01°11'50"W	202.52'
L-10	N88°48'10"E	242.50'
L-11	S01°11'50"E	202.25'
L-12	N36°34'57"E	260.75'
L-13	S50°25'03"E	162.50'
L-14	S36°34'57"W	291.91'
L-15	S00°08'22"W	12.70'

LEGEND:
- A = DESCRIPTIVE POINT
- ℄ = CENTERLINE (OF RIGHT-OF-WAY)
- ORB = OFFICIAL RECORDS BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (T) = DIMENSION/INFORMATION PER PLAT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- R/W = RIGHT-OF-WAY
- L-10= LINE TABLE DESIGNATION
- C-1 = CURVE TABLE DESIGNATION
- SEC = SECTION
- TWP = TOWNSHIP
- RGE = RANGE
- PROP= PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
- N.T.S.= NOT TO SCALE
- DRA = DRAINAGE RETENTION AREA
- BROKEN LINE/NOT TO SCALE

DESCRIPTION:

A STRIP OF LAND LYING IN SAID LOCATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S89°31'44"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 344.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE S89°31'44"W, A DISTANCE OF 70.03 FEET TO THE MOST SOUTHEASTERLY CORNER OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127 THROUGH 131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID NORTH TURKEY OAK DRIVE, THE FOLLOWING COURSES AND DISTANCES: N00°08'32"E, 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2235.75 FEET, THROUGH A CENTRAL ANGLE OF 110°32'08" TO THE POINT OF TANGENCY OF SAID CURVE, CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N59°07'22"W, 1905.94 FEET; THENCE S63°36'24"W, 1031.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 865.65 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE, CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 848.21 FEET; THENCE N50°23'36"W, 1031.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 914.66 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE, CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N70°23'36"W, 896.09 FEET; THENCE N90°23'36"W, 1031.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1141.45 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF TANGENCY OF SAID CURVE, CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N60°23'36"W, 1050.00 FEET; THENCE N30°23'36"W, 1031.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 306.34 FEET, THROUGH A CENTRAL ANGLE OF 13°55'26" TO THE POINT OF TANGENCY OF SAID CURVE, CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N76°26'08"E, 289.63 FEET; THENCE N69°28'24"E, 3.28 FEET TO A POINT ON THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 281, PAGES 282 AND 283, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING 40.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S00°25'23"E, ALONG THE EAST LINE OF SAID POWER LINE EASEMENT, BEING PARALLEL WITH AND 40.00 FEET FROM THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 329.65 FEET; THENCE DEPARTING SAID EAST LINE, S01°16'50"E, 219.24 FEET; THENCE S00°23'18"E, 93.85 FEET TO A POINT 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE EXISTING RIGHT-OF-WAY LINE OF SAID NORTH TURKEY OAK DRIVE; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 225.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 914.66 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00" TO THE POINT OF TANGENCY OF SAID CURVE, CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S70°23'36"E, 896.09 FEET; THENCE S50°23'36"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 429.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1141.45 FEET, THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE POINT OF

DESCRIPTION (CONTINUED):

TANGENCY OF SAID CURVE; CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S80°23'36"E, 1050.00 FEET; THENCE N89°36'24"E, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 1031.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 306.34 FEET, THROUGH A CENTRAL ANGLE OF 13°55'26" TO AN INTERSECTION WITH A NON-TANGENT LINE; SAID POINT BEING N76°26'08"E, 289.63 FEET; THENCE N69°28'24"E, 240.66 FEET; THENCE S01°11'50"E, 202.25 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE, SAID POINT BEING 70.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, AND HAVING A RADIUS OF 1260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 70.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 821.62 FEET, THROUGH A CENTRAL ANGLE OF 28°56'01" TO AN INTERSECTION WITH A NON-TANGENT LINE; SAID POINT BEING S71°33'19"E, 813.14 FEET; THENCE S24°15'15"E, 1040.68 FEET; THENCE S00°08'22"W, 12.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 833,140 SQUARE FEET (19.24 Acres) MORE OR LESS.

SUBJECT TO:

A PERPETUAL DRAINAGE EASEMENT BEING A STRIP OF LAND, 50 FEET WIDE, LOCATED IN SAID NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE N89°36'46"E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 80.05 FEET TO THE NORTHERN EXTENSION OF THE EAST LINE OF AN 80 FOOT WIDE POWER LINE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 281, PAGE 282, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S00°25'23"E, ALONG SAID EAST LINE, BEING 80.05 FEET FROM, MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2330.41 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE N89°36'24"E, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 360.73 FEET; THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, N00°39'14"W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'24"W, ALONG A LINE PARALLEL WITH AND 70.00 FEET FROM, MEASURED AT A RIGHT ANGLE TO, SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET; THENCE N00°39'14"W, 128.94 FEET; THENCE N89°20'46"E, 50.03 FEET; THENCE S00°39'14"E, 129.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING 75.00 FEET FROM, MEASURED RADIAL TO, SAID EXISTING RIGHT-OF-WAY LINE, WITH SAID CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1310.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 75.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, 8.49 FEET, THROUGH A CENTRAL ANGLE OF 00°22'17" TO THE POINT OF TANGENCY OF SAID CURVE; S89°47'33"W, 8.49 FEET; THENCE S89°36'24"W, PARALLEL WITH AND 75.00 FEET FROM SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 73,591 SQUARE FEET (1.69 Acres) MORE OR LESS.

NOTES:
1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON NORTH TURKEY OAK DRIVE AS RECORDED IN PLAT BOOK 15, PAGES 127-131, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AND RECORDS OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST, ON FILE IN THE SURVEY SECTION, ENGINEERING DIVISION, DEPARTMENT OF PUBLIC WORKS OF CITRUS COUNTY, WITH THE WEST LINE OF THE NW 1/4 OF SAID SECTION 15 BEARING N00°25'23"E.
3. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) THE LANDS SHOWN HEREON APPEAR TO LIE IN ZONE X (AREA OF MINIMAL FLOOD HAZARD), ZONE A (ELITE MINOR CHANCE FLOOD HAZARD), AND SPECIAL FLOOD HAZARD AREAS (WITH BASE FLOOD ELEVATION 7.0, 8.0, AND 11; NAVD88) AS SHOWN ON CITRUS COUNTY COMMUNITY NUMBER 120078.3 FIRM PANEL NUMBER 12017D 0787 E, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), WITH AN EFFECTIVE DATE OF JANUARY 15, 2021.
4. THIS SKETCH OF DESCRIPTION HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
5. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY ANY ENTITY OTHER THAN THE SIGNING PARTY, OR PARTIES SHOWN HEREON IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF SAID SIGNING PARTY OR PARTIES.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS OFFICE AND THAT PORTION FOR THE PURPOSE OF DRIVEWAY (ARROW) IS BASED ON FIELD LOCATION OF THE EXISTING D.R.A. (SEE PLAN).
7. ALTERNATE KEY NUMBERS (ALT KEY) AS SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND TAKEN FROM THE CITRUS COUNTY PROPERTY APPRAISER'S OFFICE WEB SITE.

JOB No.	21-060
PROJ. No.	21-383
DRAWN BY	S.Kirk
DWG. NAME	21-060 new ROW.dwg
MAP DATE	11.04.2021
SCALE	1" = 200'
SHEET No.	1 of 1
FIELD DATE	04.28.2021
FIELD BOOK	1321
PAGES	38
SEC. 15, TWP 18 S, RGE 17 E	

SKETCH OF DESCRIPTION - N. TURKEY OAK DRIVE

Citrus County
Division of Engineering
Survey Section

3600 WEST SOVEREIGN PATH, SUITE 240
LECANTO, FLORIDA, 34461
(352) 527-5439 FAX (352) 527-5678

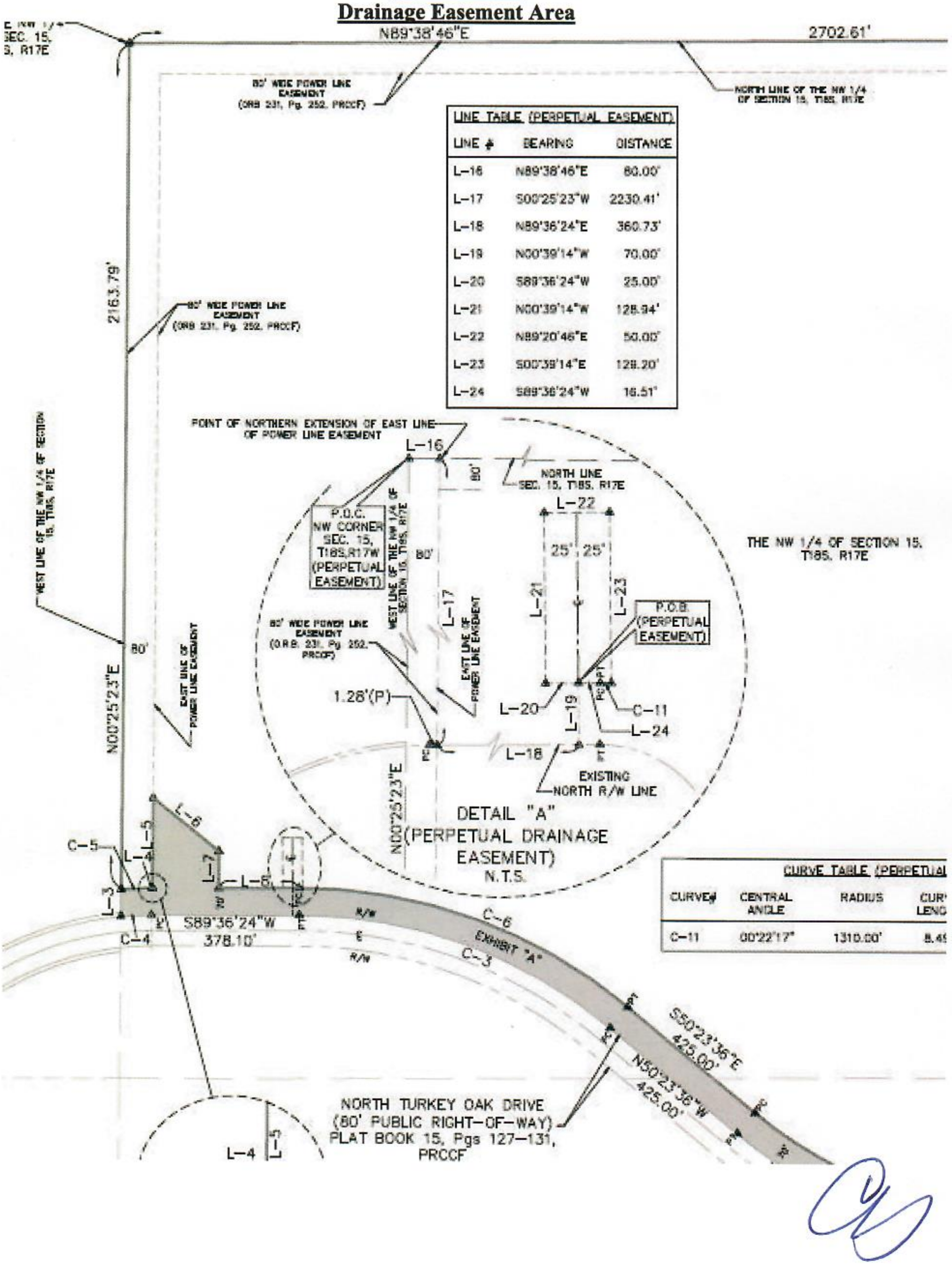
THIS SKETCH OF DESCRIPTION, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN HEREON.

11.04.2021

MARK T. THOMAS, P.S.M.
FLORIDA REGISTRATION No. 5351

11/4/2021 MARK PERRIS G:\Survey\Jobs\ 2021\060\SUR\ 2021-060 Refs Form SSP(SUR-060 FINAL additional ROW Turkey oak\SUR-060 TOT additional ROW.dwg

Exhibit "A-2"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)

LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	128.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL

CURVE#	CENTRAL ANGLE	RADIUS	CUR LENG
C-11	00°22'17"	1310.00'	8.4

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT "A-3"

DRAINAGE EASEMENT AGREEMENT

PREPARED BY:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 301
Orlando, Florida 328701

RETURN TO:
Susan Boelk, Land Section Manager
Under the supervision of
Denise A. Dymond Lyn, County Attorney
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Parcel Id No.

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated April 26, 2022 (the "Effective Date"), by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, 110 North Apopka Avenue, Inverness, Florida 34450 ("County") and Charlie Michael's, whose mailing and physical address is 1651 Whitfeld Ave Suite 200 Sarasota, FL 34243 ("Owner").

RECITALS

A. County is the fee simple owner of a parcel of property located in Citrus County, Florida and more particularly described in **Exhibit "A"** (the "County Property").

B. County and Owner entered into that certain Agreement for Sale and Purchase dated as of April 26, 2022 (the "Contract"), whereby County agreed to sell, and Owner agreed to purchase a parcel of property located in Citrus County, Florida more particularly described in **Exhibit "B"** (the "Surplus Property").

C. The terms of the Contract require Owner to grant easement rights to County contemporaneous with the closing of the Contract and transfer of ownership of the Surplus Property from County to Owner.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the payment of Ten and 00/100 Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. **Grant of Drainage and Access Easement to County.** Owner hereby gives, grants, bargains, sells and conveys to County and its assigns, for the benefit of the County Property, an **exclusive** perpetual drainage and non-exclusive, perpetual access easement (the "Drainage Easement") over and across a 50 foot strip of the Surplus Property as more particularly described in Exhibit "C" (the "Drainage Easement Area") for the installation and maintenance of

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

underground stormwater facilities, with free and full right of ingress and egress over and across the Drainage Easement Area. Owner hereby grants to County all other rights and benefits necessary or convenient to allow County to realize the full benefit and use of the Drainage Easement, including, but without limitation, the right to insure the proper support and stabilization of the Drainage Easement Area upon future development of the Surplus Property. Notwithstanding County's exclusive Drainage Easement rights, County agrees that Owner may use the Drainage Easement Area for the installation, maintenance and operation of Owner's (and only Owner's) stormwater facilities to drain surface water from the Surplus Property ("Owner's Drainage Use") so long as such facilities and use (i) comply with applicable laws, regulations and ordinances, including any applicable permitting requirements and (ii) Owner's Drainage Use does not interfere, impair or adversely impact County's use of the Drainage Easement Area. Owner's Drainage Use shall constitute the only exception to County's exclusive easement rights set forth in this Section 2.

3. **Indemnification.** Owner hereby agrees to indemnify, save harmless and defend County from and against any and all loss, cost, damage or expense caused to or suffered by County, including costs and reasonable attorneys' fees incurred at or before the trial level in any appellate, bankruptcy and administrative proceedings, arising from, out of or in connection with, directly or indirectly, the utilization by Owner, or any employee, agent, invitee, guest or independent contractor of Owner, of the Surplus Parcel or the Drainage Easement Area.

4. **Restoration.** In the event either party is performing, or causing to be performed, any construction, maintenance or repair work within the Drainage Easement Area, the party undertaking such work shall promptly restore, repair and replace any land, landscaping or improvement which may be disturbed, altered or damaged during such work, to its former condition prior to such disturbance, alteration or damage.

5. **Emergency Repairs**. County may, without the need for providing notice to Owner before taking action, make emergency modification, maintenance or repair to the stormwater drainage facility in the Drainage Easement Area, provided that such modification, maintenance or repair is necessary in order to protect the immediate health and safety of the public.

6. **Hazardous Discharge**. In the event there is a discharge of hazardous substances from the Surplus Property then County shall have the right to take such actions as are necessary to prevent the discharge from entering the County Property or the Drainage Easement Area.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to County and Owner as follows, as elected by the party giving such notice:

In the case of Owner:

Charlie Michael's, Inc.
1651 Whitfield Ave
Sarasota, FL. 34243
Attention: **Carlos Beruff**

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

With a copy to:

_____
_____
_____
Attention: _____

In the case of County:

Citrus County
3600 W. Sovereign Path, Suite 267
Lecanto FL 34461
Attn: County Administrator

With a copy to:

County Attorney
110 N. Apopka Avenue
Suite B
Inverness, Florida 34450
Attention: _____

8. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the land and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

9. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Citrus County, Florida.

10. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

11. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including attorneys' fees incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding).

12. **No Right of Termination.** The easements and related rights granted under this Agreement are perpetual, and no breach of this Agreement will entitle the non-breaching party to cancel, rescind or otherwise terminate this Agreement or any easement granted hereunder. The foregoing limitation will not affect, in any way, any other right or remedy which the non-breaching party might have by reason of any breach of this Agreement.

IN WITNESS WHEREOF, County and Owner have executed this Agreement as of the Effective Date in the introductory paragraph.

(Execution signatures appear on the following pages)

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

COUNTY:

ATTEST:

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

_____
_____, Clerk of Court
Citrus County, Florida

By: _____
_____, CHAIRMAN
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

On: _____
By: _____
_____, County Attorney

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as Chairman of the Board of County Commissioners of Citrus County, Florida, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name:_____

My commission expires:_____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

OWNER:

Signed, Sealed and delivered in the presence of:

First Witness

_____ _____

Signature Signature

_____ _____

Print Name Print name

Second Witness

_____

Signature

_____

Print name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

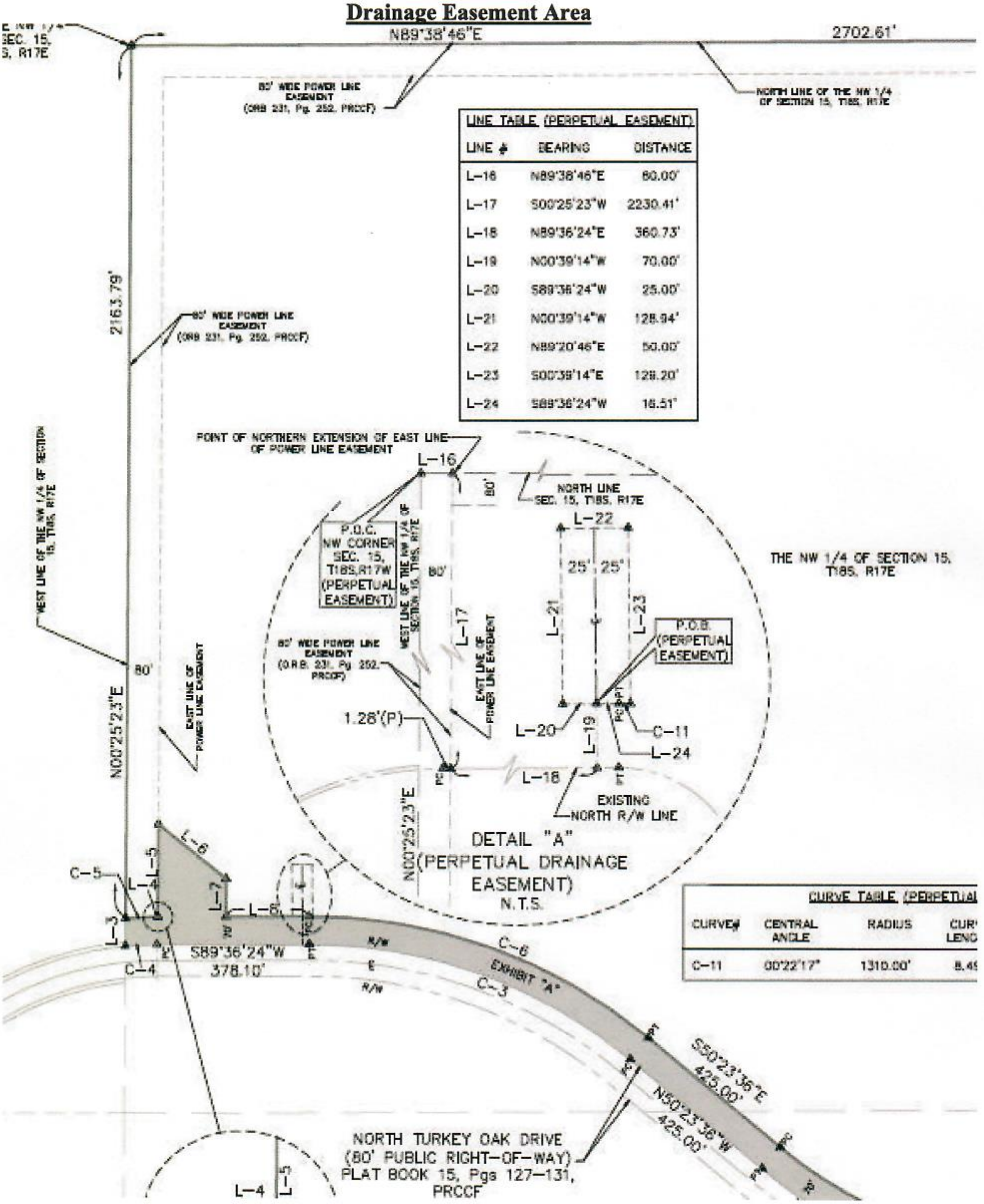
_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT A & B
[See Exhibit A of the Addendum]

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

EXHIBIT "C"
Drainage Easement Area



LINE TABLE (PERPETUAL EASEMENT)

LINE #	BEARING	DISTANCE
L-16	N89°38'46"E	80.00'
L-17	S00°25'23"W	2230.41'
L-18	N89°36'24"E	360.73'
L-19	N00°39'14"W	70.00'
L-20	S89°36'24"W	25.00'
L-21	N00°39'14"W	128.94'
L-22	N89°20'46"E	50.00'
L-23	S00°39'14"E	128.20'
L-24	S89°36'24"W	16.51'

CURVE TABLE (PERPETUAL

CURVE #	CENTRAL ANGLE	RADIUS	CURVE LENG
C-11	00°22'17"	1310.00'	8.4

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

Select Year: 2021 Go

The 2021 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 125
COUNTY GOVERNMENT

View Entire Chapter

125.35 County authorized to sell real and personal property and to lease real property.—

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding paragraph (a), under terms and conditions negotiated by the board, the board of county commissioners may:

1. Negotiate the lease of an airport or seaport facility;

2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of $20 million; or

3. Lease a professional sports franchise facility financed by revenues received pursuant to s. 125.0104 or s. 212.20 which may include commercial development that is ancillary to the sports facility if the ancillary development property is part of or contiguous to the professional sports franchise facility. The board's authority to lease the above described ancillary commercial development in conjunction with a professional sports franchise facility lease applies only if at the time the board leases the ancillary commercial development, the professional sports franchise facility lease has been in effect for at least 10 years and such lease has at least an additional 10 years remaining in the lease term.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is $15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

(a) Establishment of competition and qualification standards upon which disposition will be determined.

(b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.

(c) Identification of the form and manner by which an interested person may acquire county property.

(d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.

(e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.

(f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

History.—s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402; s. 8, ch. 2013-213.

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Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

ARTICLE IV.I. - REAL PROPERTY DISPOSITION PROCEDURES

Sec. 2-109. - Purpose.

This article is adopted for the purpose of setting forth the methods of disposition of surplus county real property. The county administrator or designee shall have the option of utilizing the statutory methods of disposal, this article, or any combination thereof.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-110. - Authority, purpose, and standards.

(a) This section is enacted under authority F.S. § 125.35 for the sale, leasing and donation of real property by the county when it is determined by the board of county commissioners (the "board") to be in the best interest of the county.

(b) Any of the procedures specified in this article may be used and applied, where applicable, by the board for the competitive or non-competitive sale or lease of any real property.

(c) At a minimum, persons or legal entities seeking to purchase or lease available county real property must be financially responsible and currently active, registered and in good standing with the Florida Department of State. Other standards for competition and qualification for the sale or lease of county real property are set forth in sections 2-111 through 2-114 below.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-111. - Declaration of surplus property.

(a) Any real property owned by the county may be declared as surplus upon:

(1) Presentation of a staff request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall review all real property held by the county as frequently as is needed to determine whether such property is unusable or no longer needed for county purposes or usable for affordable housing.

(2) Presentation of an interested party's request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall include a staff recommendation with the interested party's request.

(3) The board of county commissioners' own motion.

(b) When the board of county commissioners finds that any real property owned by the county is unusable or not needed for county purposes or usable for affordable housing, the board may declare the real property to be surplus property. Once the property is declared surplus, the property may be sold, dedicated, donated, leased or otherwise conveyed to interested parties in accordance with applicable Florida Statutes or pursuant to the terms of this article.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-112. - Methods of disposal.

Once the real property has been declared surplus, the county administrator or designee shall recommend to the board of county commissioners a particular method of disposal as set forth in this section.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

(1) *Statutory competitive bidding.* In accordance with F.S. § 125.35(1), the county may sell, convey or lease any real property, whenever the board of county commissioners determines that it is in the best interest of the county to do so, to the highest and best bidder for the particular use of the property the board determines is the highest and best pursuant to the statutory procedures provided in F.S. § 125.35(1). Notice shall be published once a week for at least two weeks in a newspaper of general circulation, calling for bids on the property.

(2) *Private sale.* In accordance with F.S. § 125.35(2), the county may negotiate a private sale with an adjacent property owner when the board of county commissioners finds that the property is of insufficient size and shape to be issued a permit for any type of development, or when the value of the property is $15,000.00 or less as determined by an independent appraisal or by the county property appraiser and of use only to the adjacent property owners. Notice of intended action shall be sent to the adjacent property owners by certified mail and no bids or public notice shall be required. However, if, within ten days, two or more adjacent property owners indicate an interest to purchase the property, then the county administrator or designee shall accept sealed bids for the parcel from those property owners and may convey the property to the highest bidder or reject all bids. If no response is received from the adjacent property owners, then a private sale may be completed.

(3) *Property exchange.* In accordance with F.S. § 125.37, the county may exchange surplus real property for another parcel of real property, provided that the board of county commissioners has published a notice for at least two weeks in a newspaper of general circulation, before adoption of a resolution authorizing the exchange. The notice shall set forth the terms and conditions of the exchange of property.

(4) *Sale to government or nonprofit.* In accordance with F.S. § 125.38, upon a finding by the board of county commissioners that the property is required for use by another governmental entity or nonprofit entity, the county may sell, transfer, lease or convey real property to that entity for such price, whether nominal or otherwise as the board may fix. No advertisement is required. The fact of the application being made, the purpose for which such property is to be used, and the price or rent thereof shall be set out in a resolution duly adopted by the board, setting forth the following:

a. The facts of the application;

b. The purpose for which the property is to be used;

c. The rent and term of the lease or the purchase price and terms; and

d. A provision to be incorporated into the lease or deed which states that in the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

(5) *Affordable housing.* In accordance with F.S. § 125.379, the county may sell, transfer, lease, or convey surplus real property to another governmental entity, a nonprofit entity, or a private entity or person to carry out the provisions of F.S. ch. 420, relating to affordable housing. The county may adopt requirements for such conveyances on a case-by-case basis and after recommendation by the affordable housing advisory committee, such as deed restrictions, percentage of affordable units for low-income, moderate-income and very low-income persons as defined in F.S. § 420.0004, and such other restrictions to insure that said property will be permanently preserved as affordable housing.

(6) *Alternative disposition procedures.* As authorized in F.S. § 125.35(3), the county may dispose of surplus real property through alternative procedures outlined in this subsection:

a. *Minimum base bid.* The county may sell, transfer, lease or convey real property through the minimum base bid procedures outlined in this subsection.

1. A minimum base bid for the lease or sale of real property may be determined by:

i. A written offer procured by a real estate broker; or

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

ii. An appraisal; or

iii. An unsolicited written offer made by a prospective lessee or purchaser.

2. After determining the minimum base bid, the county may elect to advertise for bids on the property which is the subject matter of the written offer. The election to advertise for bids must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease. The advertisement shall specify the minimum base bid and the specific terms and conditions, if any, to be bid upon. All bids shall be sealed and must contain a minimum of one percent or $150.00, whichever amount is greater, as an earnest money deposit.

3. Upon receipt of the sealed bids, the property shall be sold or leased to the bidder submitting the highest, qualified, responsive and best bid. The offer of the prospective purchaser used to establish the minimum base bid, shall be deemed to constitute the bid of the lessee/purchaser unless a second sealed bid is submitted by the prospective lessee/purchaser. The county commission reserves the right to reject any bid, including the minimum base bid, that is not reasonably close to the fair market value of the property at the time bids are opened.

4. If no other bids are received or if no bid exceeds the minimum base bid, the offer used as the minimum base bid shall be accepted by the county only if such minimum base bid is reasonably close to the fair market value of the property. If other bids are received, and at least one such bid is reasonably close to the fair market value of the property, the sale or lease shall be made to the highest and best bidder.

b. *Negotiated sale.* The county may sell, transfer, lease or convey real property through the negotiated sale procedures outlined in this subsection through the use of a licensed real estate broker or through a public auction house in the following manner:

1. A licensed real estate broker or public auction house (including internet auction companies) shall be retained in accordance with county policy to market, lease, or auction the real property. Any contract for services shall, at a minimum, set forth the amount of compensation due for services, the length of notice/advertising time, the time for auction, if being auctioned, and such other information as deemed necessary by the county administrator or designee. The contract(s) shall be approved by the board of county commissioners. Notice of the board's intent to consider the contract(s) shall be given in accordance with the board's regular advertising procedures.

2. Any offer made to a licensed real estate broker for purchase of listed surplus property shall be brought to the board of county commissioners in the form of a purchase agreement. Notice of the board's intent to consider the purchase agreement shall be given in accordance with the board's regular advertising procedures. If the board approves the purchase agreement, then the chair shall be authorized to sign all required closing documents, including the deed.

3. For any real property dispositions made through public auction, the county shall establish a base reserve for the property.

c. *Request for proposals.* The county may sell, transfer, lease or convey real property through the request for proposals (RFP) process in the following manner:

1. The election to use the RFP process must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

2. Upon approval by the board, the county administrator or designee shall proceed to issue the RFP, evaluate the proposals, and submit a recommendation regarding such proposals to the board of county commissioners.

3. If the sale or lease of the property was initiated in response to an unsolicited offer by a prospective purchaser then the offeror may submit another proposal. If no other proposal is received, the original proposal shall be accepted, unless the original offer was deemed unacceptable and rejected before issuing the RFP. The county reserves the right to reject any RFP in which the proposed sale or lease amount is not reasonably close to the fair market value of the property at the time RFPs are considered by the county commission.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-113. - Negotiation procedures.

(a) In determining the terms and conditions of the disposal of surplus property, the county administrator or designee shall take into consideration the following factors:

(1) The appraised value of the real property;

(2) The condition of the real property, and the extent to which the party seeking to acquire the property will have to expend funds to make the property usable, rezoning issues excluded, or, to bring the property into compliance with the county Code;

(3) The proposed use of the party seeking to acquire the property; and

(4) The proposed use of the property for affordable housing.

(b) In no event shall the disposition of surplus property violate the county comprehensive plan or the zoning regulations of the county.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-114. - Exemptions.

Notwithstanding anything in this article to the contrary, the county is expressly authorized to:

(1) Negotiate the lease of an airport or seaport facility;

(2) Modify or extend an existing lease of real property for an additional term not to exceed 25 years; or

(3) Lease a professional sports franchise facility financed by revenues received pursuant to F.S. § 125.0104 or 212.20.

(Ord. No. 2014-02, § 2, 3-25-14)

Secs. 2-115—2-140. - Reserved.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

ADMINISTRATIVE REGULATION	AR: 8.03-2	DATE APPROVED
		February 14, 2012
SUBJECT:		ORIGINATING DEPARTMENT:
Acquisition and Sale of Property (Real Estate)		Administration

The following is intended to establish real estate acquisition and sale procedures for Citrus County. All real estate acquisition will comply with Florida Statutes and Citrus County Code, County Ordinance 97.05.

PROCEDURE: ACQUISITION

A. A Department, Division or Office shall make a written request, which must be signed by the Department Director and forwarded, to the Director of Engineering through the chain of command.

B. All acquisition action requires the Board of County Commissioners' approval.

C. If a survey/title search is necessary, Land Section will conduct or contract for the necessary research and/or work products.

D. An Expenditure Account number must be provided with all requests.

E. The Land Section shall prepare an Agenda Request and submit to the County Attorney for the Board of County Commissioners to formally accept and authorize recording of a deed and place an acceptance seal on the document.

PROCEDURE: SALE OF SURPLUS PROPERTY

A. Annually, the Department of Public Works will prepare a list of surplus properties for review and approval by the Board of County Commissioners. Land Section will verify with all departments that the properties are not necessary to fulfill requirements of the Comprehensive Plan, Facilities Plan or other Master Space Plan. The list will be divided into two categories: those properties that have a reasonable potential for public sale and those properties that have a low potential for sale and are recommended by staff for possible donation to not-for-profits. The Board shall add, delete, and modify categories of properties as they see fit.

B. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

C. Florida Statutes shall also control whether an appraisal will be required.

D. **For those properties approved by the Board for public purchase only:**

1. The Board of County Commissioners will determine if the property is to be sold by the bid process, or by another procedure established by local ordinance.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

2. Any public land offering shall establish a minimum bid threshold based on the appraised value as reflected in the current Property Appraiser's database. Only offers of at least 75% of the Property Appraiser's appraised value or higher will be placed on the Board agenda for consideration.

3. If the Board determines the bid process should be implemented, a bid package will be prepared.

4. A successful bidder shall receive a Statutory "Deed of Conveyance" approved by the Board of County Commissioners. A marketable title will not be guaranteed.

E. **For those properties approved as eligible for donation to Not-for-Profits:**

1. Properties shown on the annual list of surplus properties shall be eligible for acquisition by qualified non-profit agencies for the purposes of promoting community interest and welfare.

2. A request for donation of a specific parcel must be made to the Land Section of the Engineering Division by a non-profit agency interested in acquiring County property. The request should outline the proposed public purpose use of the property as it relates to the not-for-profit's business activities, submitted on official letterhead, and signed by the agent/officer qualified to accept real property.

3. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

4. Florida Statutes shall also control whether an appraisal will be required.

5. Florida Statute 125.38, or its successor, shall control non-profit agency requests for property.

6. The non-profit agency shall provide proof of their corporate status as a 501(c)3 or 501(c)4 as defined in IRS Publication 557. The Land Section will verify non-profit status.

7. If a request is received from a qualifying non-profit agency, the Board of County Commissioners reserves the right to transfer the property to that agency through either sale (including sale at a reduced value) or donation, provided that such action is in compliance with applicable Florida Statutes.

8. Once a request is received and validated from a legitimate not-for-profit agency, it will be posted on the Land Section website and publicly in the lobby of the Lecanto Government Building for seven (7) calendar days giving other not-for-profits an opportunity to request the same property.

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

9. In the event that requests are received from two (2) or more not-for-profit agencies for the same parcel, sufficient additional information may be requested for presentation to the Board of County Commissioners. The Board shall make the final decision as to which agency receives the donation. Consideration shall be given to items such as; proposed use, benefit to the general public, community support, proximity to the core function of the agency, and agencies that are currently housed in the facility to be donated.

10. Requests for donation of property to not-for-profits is limited to ten (10) conveyances per year.

11. Prior to transfer to not-for-profits following this section, the Board of County Commissioners must duly adopt a resolution finding that the transfer is for public or community interest and welfare. Consideration shall include the proposed purpose for which the property will be used. The resolution shall include the proposed price or that it is a donation. No advertisement shall be required.

12. A successful bidder shall receive a Statutory "Deed of Conveyance" approved by the Board of County Commissioners. A marketable title will not be guaranteed. The Board of County Commissioners reserves the right to determine whether a reverter clause is required.

FOOTNOTES & REFERENCES RELATED TO AR's: Supersedes AR 8.03 dated May 25, 1999, Supersedes AR 8.03-1 dated July 27, 2010

Attachment: 1b Supporting Docs (20332 : Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Street Lighting -- CR486 at Suncoast 2 Ramps
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Florida Turnpike Enterprise (FTE) construction plans for the Suncoast Two (SC2) extension from SR44 to CR486 are nearly complete. As part of the SC2 extension, FTE will be constructing entrance/exit ramps onto CR486.

Due to the additional traffic and safety for the motorists on CR486 at the ramp areas, staff is requesting the Board to urge FTE to install, maintain and pay the monthly utility charges for the highway street lighting not just at the ramp areas but also along CR486 as noted on the exhibit map; and as FTE has done along Cardinal St. (CR482).

FTE wants the County to pay for the lighting and maintenance once the lighting is installed. The estimated current cost is $7,603.20 annually in 2022 dollars. FTE states their revised policy would eliminate these lights if not paid for by the County. Please note that FTE is requesting Right-Of-Way at no cost to them.

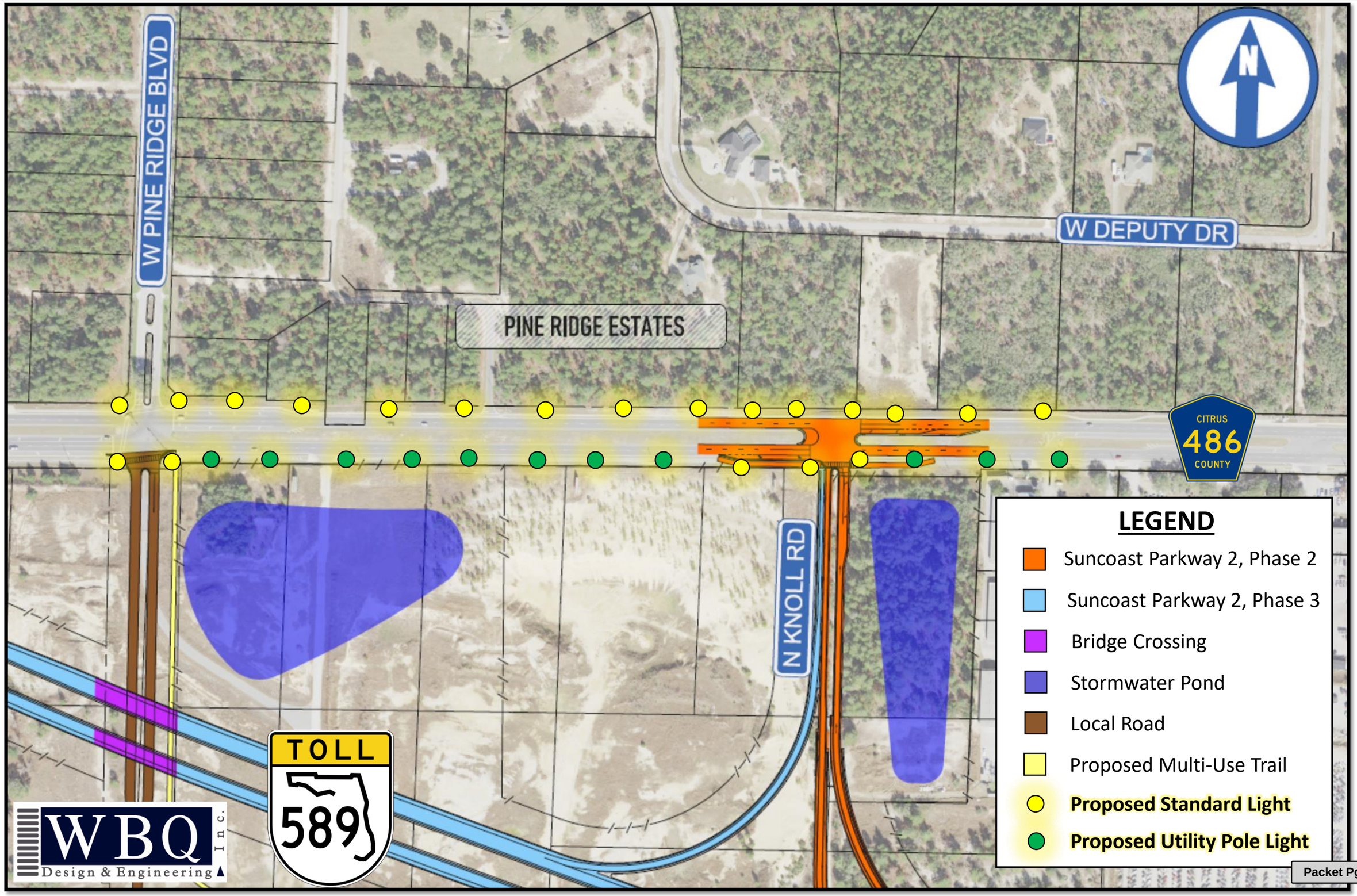
BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*

RECOMMENDED ACTION:

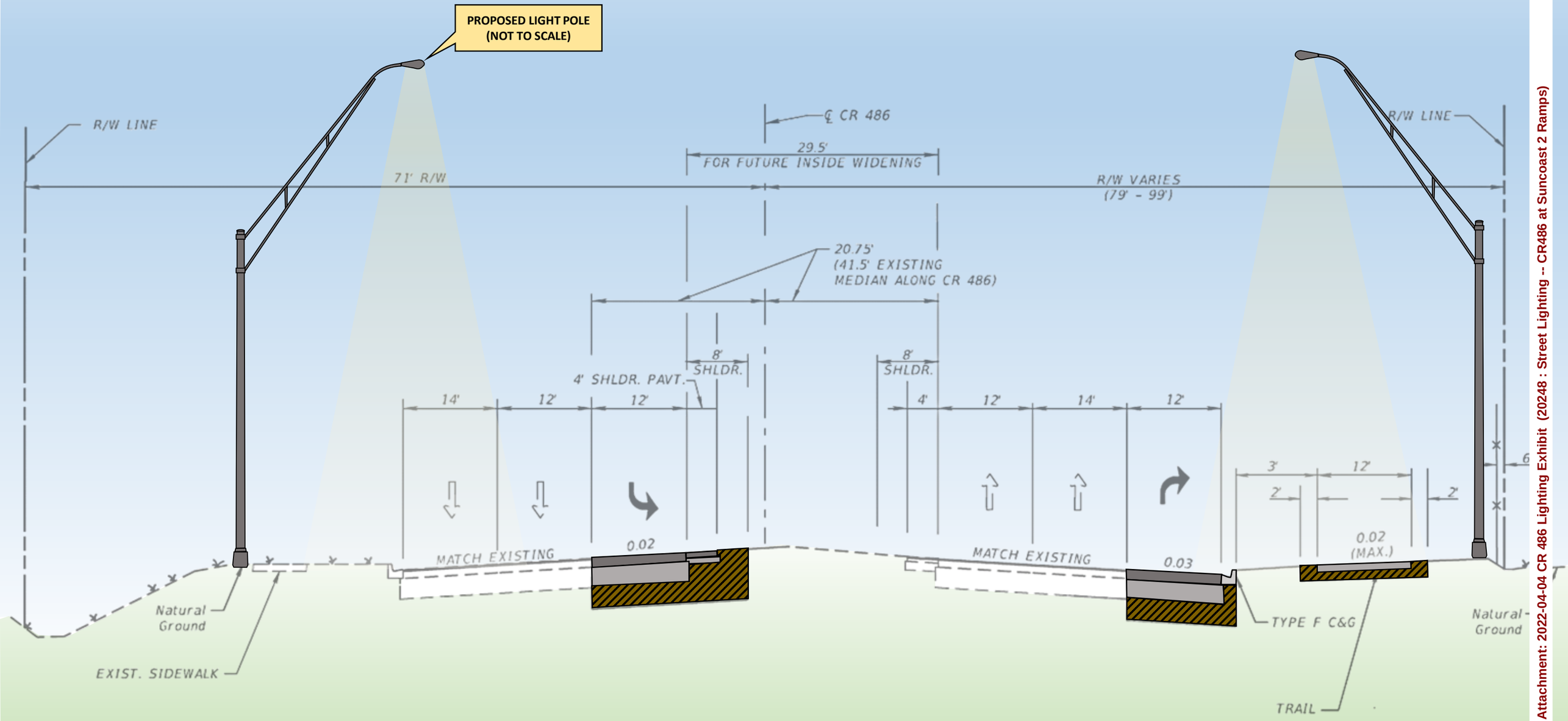
Board discussion to urge the Florida Turnpike Enterprise (FTE) to install, maintain and pay the monthly utility charges for the highway street lighting along CR486.

Suncoast Parkway 2, Phase 2 Proposed Lighting Along CR 486



Attachment: 2022-04-04 CR 486 Lighting Exhibit (20248 : Street Lighting -- CR486 at Suncoast 2 Ramps)

Suncoast Parkway 2, Phase 2 Proposed Lighting Along CR 486



WBQ Design & Engineering Inc.

Attachment: 2022-04-04 CR 486 Lighting Exhibit (20248 : Street Lighting -- CR486 at Suncoast 2 Ramps)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	CR 491 North Road Widening Project - Land Acquisition – Eminent Domain Resolution.
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

The CR 491 road widening and improvement project was included in the 2006 Capital Improvement Program as CIP Project No. T2006-02. On June 12, 2018, the BOCC approved Resolution 2018-040 which set the typical section and alignment for the Project. The Project has presently reached the 100% plan stage and right of way acquisition efforts are under way.

Although right of way acquisition efforts are ongoing, Staff is requesting the Board's authorization to exercise the power of eminent domain to insure the timely acquisition of all right of way needs for the Project. In addition, Staff is recommending the Board provide the County Administrator, or his designee, with the delegated authority to make binding commitments on behalf of Citrus County regarding the design and construction of the Project and the use of the Parcels being acquired for the Project.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3321C-56339	CR491	$0	$0	$0	$0

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Resolution determining the necessity of acquiring certain real property interests for the public purpose of widening and improving County Road 491 from W. Audubon Park Path to W. Parkville Street.

RESOLUTION NO. 2022-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA DETERMINING THE NECESSITY OF ACQUIRING CERTAIN REAL PROPERTY INTERESTS FOR THE PUBLIC PURPOSE OF WIDENING AND IMPROVING COUNTY ROAD 491 FROM W. AUDUBON PARK PATH TO W. PARKVILLE STREET, AUTHORIZING THE ACQUISITION OF ALL NECESSARY INTERESTS BY THE POWER OF EMINENT DOMAIN, AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR.

WHEREAS, County Road 491 has been identified in Citrus County's 2018-2022 Capital Improvement Program as Project No. T2017-01 (the "Project");

WHEREAS, on June 12, 2018 the Citrus County Board of County Commissioners (the "Board") approved Resolution No. 2018-040 which approved the route for the Project after the Board's consideration of alternative alignments, environmental factors, costs, safety and long range planning concerns;

WHEREAS, the construction of the Project improvements and related facilities is a valid public purpose that serves the public interest of Citrus County, protects the health, safety and welfare of the citizens of Citrus County, and assists Citrus County in meeting its long range planning needs;

WHEREAS, the acquisition of the real property interests set forth herein (the "Parcels") is necessary for the construction of the Project and for the operation and maintenance of the Project improvements;

WHEREAS, the Parcels represent areas of construction which have been surveyed and located by professional consultants of Citrus County;

WHEREAS, Citrus County is authorized under Chapters 127, 73 and 74, Florida Statutes, to exercise the power of eminent domain to acquire such property and property rights as is deemed necessary by this Board for the Project;

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

WHEREAS, this Board now specifically determines that the Parcels set forth herein may be acquired by the power of eminent domain; and

WHEREAS, it may become necessary during negotiations or during eminent domain proceedings to make binding commitments on behalf of Citrus County concerning the Project and the Parcels;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular session this 10th day of May, 2022 finds as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Board hereby affirms and finds that the Project is for a valid public purpose.

3. The Board further finds that the Parcels, which are listed and legally described in Composite Exhibit "A", are necessary for the Project.

4. The Board further finds that for those Parcels designated as easements in Composite Exhibit "A," it is necessary to acquire the corresponding type of easement under the terms and conditions set forth in Composite Exhibit "B."

5. The County Attorney or her designees, together with the appropriate officials and employees of Citrus County, are hereby authorized to exercise the power of eminent domain to condemn the property rights set forth herein and to utilize the provisions of Chapter 73 and 74, Florida Statutes.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

6. The County Administrator, or his designee, is further delegated the authority to make binding commitments on behalf of Citrus County as to all issues regarding the design and construction of the Project and the use of the Parcels to be acquired for the Project, including but not limited to minor modifications of the necessary easement interests.

THIS RESOLUTION ADOPTED on this 10th day of May, 2022, after motion, second and majority vote.

BOARD OF COUNTY COMMISSIONERS OF
CITRUS COUNTY, FLORIDA

ATTEST:

By: _____
RONALD E. KITCHEN, JR., CHAIRMAN

_____
ANGELA VICK, CLERK

Approved as to form for the
Reliance of Citrus County only:

_____
DENISE A. DYMOND LYN
County Attorney

#47266704 v1

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COMPOSITE EXHIBIT "A"

County Road 491 North Widening and Improvement Project

Table of Parcels and Interests to be Condemned

#	Parcel Number	Property Interest Type	Area
1	Parcel 2004	Fee Simple	4,996 SF
2	Parcel 7-2004	Temporary Construction Easement ("TCE")	1,963 SF
3	Parcel 7-2005	TCE	881 SF
4	Parcel 2018	Fee Simple	10,330 SF
5	Parcel 2019/2021	Fee Simple	2,098 SF
6	Parcel 7-2019/2021A	TCE	1,364 SF
7	Parcel 7-2019/2021B	TCE	1,298 SF
8	Parcel 2024	Fee Simple	7,839 SF
9	Parcel 7-2024	TCE	2,785 SF
10	Parcel 2030	Fee Simple	10,343 SF
11	Parcel 7-2030	TCE	2,451 SF
12	Parcel 2032	Fee Simple	11,993 SF
13	Parcel 2033	Fee Simple	2,736 SF
14	Parcel 8-2033	Slope Easement	4,010 SF
15	Parcel 7-2033	TCE	328 SF
16	Parcel 2034	Fee Simple	10,103 SF
17	Parcel 8-2034	Slope Easement	3,845 SF
18	Parcel 9-2034	Drainage Easement	584 SF
19	Parcel PAE-2034	Public Access Easement	5,474 SF
20	Parcel 7-2043	TCE	3,229 SF
21	Parcel 7-2045	TCE	3,706 SF
22	Parcel 7-2047	TCE	3,131 SF
23	Parcel 7-2049	TCE	1,973 SF
24	Parcel 10-2049	Utility Easement	274 SF
25	Parcel 2098	Fee Simple	1,550 SF
26	Parcel 7-2098	TCE	1,798 SF
27	Parcel 9-2098	Drainage Easement	12,809 SF
28	Parcel 8/10-2098	Slope & Utility Easement	775 SF
29	Parcel 3000	Fee Simple	20,569 SF
30	Parcel 7-3000	TCE	6,467 SF
31	Parcel 3001	Fee Simple	1,466 SF
32	Parcel 7-3001	TCE	2,918 SF
33	Parcel 9-3001	Drainage Easement	26,987 SF
34	Parcel 3003	Fee Simple	61,522 SF
35	Parcel 9-3003	Drainage Easement	36,829 SF
36	Parcel 3002	Fee Simple	9,286 SF

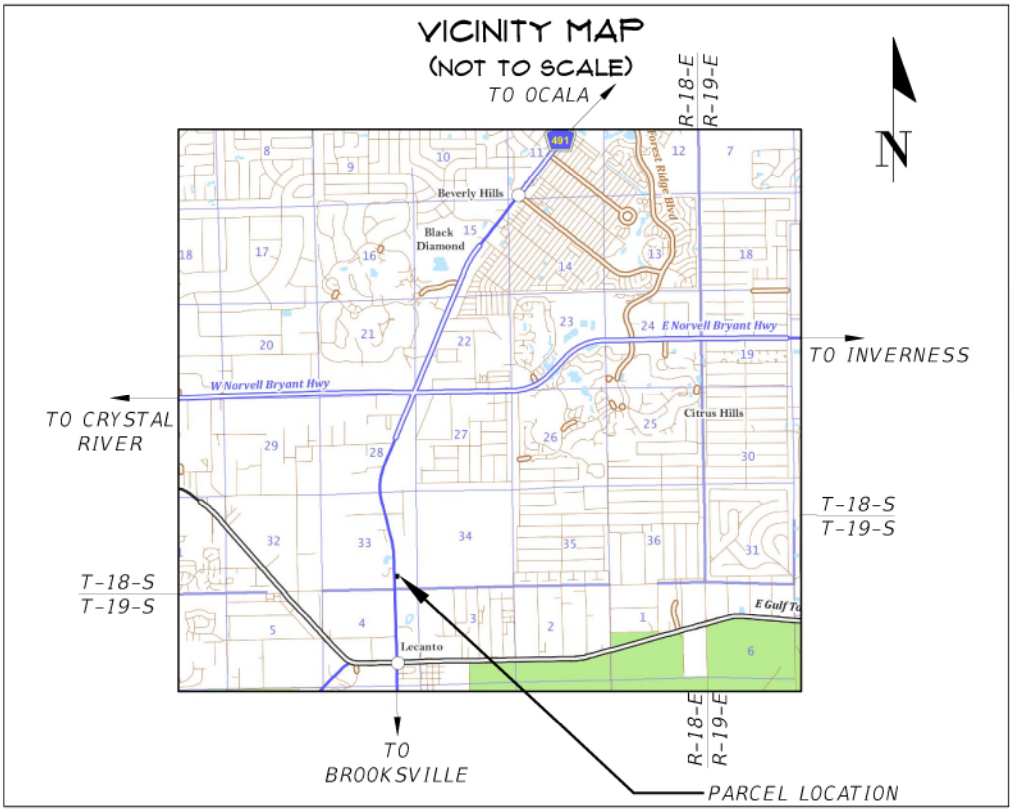
Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

37	Parcel 7-3002	TCE	4,556 SF
38	Parcel 3004	Fee Simple	16,746 SF
39	Parcel 7-3004	TCE	5,866 SF
40	Parcel 3006	Fee Simple	2,291 SF
41	Parcel 7-3006	TCE	1,772 SF
42	Parcel 7-3008A	TCE	1,254 SF
43	Parcel 7-3008B	TCE	538 SF

Surveys and legal descriptions appear on the following pages.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2004 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26451-2004, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: NON-EXCLUSIVE EASEMENT IN FAVOR OF C.C. ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP AS RESERVED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 22, 1996 AND RECORDED NOVEMBER 26, 1996 IN OFFICIAL RECORDS BOOK 1160, PAGE 1 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.(GRAPHICALLY SHOWN HEREON)

   ITEM # 11: TEMPORARY UTILITY EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED DECEMBER 16, 1996 AND RECORDED FEBRUARY 4, 1997 IN OFFICIAL RECORDS BOOK 1169, PAGE 240 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. NOTE: ITEM TO BE DELETED AT CLOSING UPON MERGER OF TITLE.(NOT GRAPHICALLY SHOWN)

   ITEM # 12: WATER AND WASTEWATER DEVELOPER'S AGREEMENT DATED NOVEMBER 5, 1996 AND RECORDED DECEMBER 17, 1996 IN OFFICIAL RECORDS BOOK 1162, PAGE 1173 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.(NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

= FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
= SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5(
= FOUND 5/8" STEEL REBAR & CAP MARKED "LB 2108"
= EXISTING FIRE HYDRANT
= EXISTING WATER VALVE
= EXISTING FIBER OPTIC LINE MARKER
= EXISTING SIGN
= EXISTING STORM SEWER MANHOLE
= EXISTING WOODEN POWER POLE
= EXISTING TELEPHONE PEDESTAL
= EXISTING GUY ANCHOR
OHW = EXISTING OVERHEAD WIRE
ST = EXISTING STORM SEWER LINE
X = EXISTING 4' WIRE FENCE

(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
HARRELSON DB

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

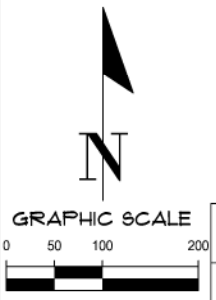
MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
11801 Research Dri
Alachua, Florida 32
(352) 331-19
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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2004 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

P.O.C.
THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

S 0°22'18" E 580.94'(D)
S 0°19'56" E 581.32'(C)
S 0°19'56" E 1373.75'(M)
THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 89°09'16" W	50.00'
L2(M)	N 0°47'27" W	99.93'
L2(D)	N 0°58'50" W	100.30'
L3(M)	N 89°09'16" E	50.00'
L4(M)	S 0°47'27" E	99.93'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1(D)	150.26'	6228.39'	1°22'56"	150.25'	N 5°00'00" W
C1(C)	150.14'	6228.39'	1°22'52"	150.14'	N 4°32'23" W

ALTKEY: 1496110
TAX PARCEL #: 18E18S33 21220
THE LANDS DESCRIBED IN O.R.B. 797, PAGE 1835
CURRENT OWNER: CITRUS HILLS INVESTMENT

THE NORTH LINE OF THE SOUTH 792' THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

N 88°57'15" E 803.51'(D)
N 89°06'49" E 803.50'(C)

THE NORTHEAST CORNER OF THE SOUTH 792' THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

ALTKEY: 2678607
TAX PARCEL #: 18E18S33 21300
THE LANDS DESCRIBED IN O.R.B. 2141, PAGES 2098 &2099
CURRENT OWNER: CBC PROFESSIONAL ASSOCIATES LLC

C1

N 1°50'45" W 541.61'(C)
N 2°02'52" W 541.69'(D)

S 0°22'18" E 792.00'(D)
S 0°19'56" E 792.43'(C)

ALTKEY: 1496349
TAX PARCEL #: 18E18S34 10000
THE LANDS DESCRIBED IN O.R.B. 613, PAGES 937 & 938
CURRENT OWNER: HAMPTON HILLS LLC

COUNTY ROAD 491
(NORTH LECANTO HIGHWAY)

EAST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

ALTKEY: 1496128
TAX PARCEL #: 18E18S33 21200
THE LANDS DESCRIBED IN O.R.B. 2564, PAGES 1486 &1487
CURRENT OWNER: SACHEWICZ STEVEN

ALTKEY: 2816902
TAX PARCEL #: 18E18S33 21220
THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681
CURRENT OWNER: SABRA HEALTH CARE HOLDINGS LLC

THE NORTHERLY LINE OF THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681

N 88°57'55" E 450.57'(D)
N 89°09'16" E 450.57'(C)

THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST AND THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681

L3
L2
L4
L1

60' NON-EXCLUSIVE EASEMENT PER O.R.B. 1160, PAGES 1 - 6

S 89°09'16" W 1177.93'(M)
S 89°09'16" W 1227.93'(M)
S 88°57'55" W 1226.42'(D)

P.O.B.

THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681

THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST AND THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681

PARCEL 2004
(SEE SHEET 3 OF 4)
PORTION OF THE LANDS DESCRIBED IN O.R.B. 2647 PAGES 1678 - 1681
CONTAINS: 4,996 S.F., MORE OR LESS

EAST R/W LINE PER O.R.B. 2852, PAGES 1477 & 1478

ALTKEY: 3521442
LANDS DESCRIBED IN O.R.B. 2852, PAGES 1477 & 1478
TAX PARCEL #: 18E18S33 22400
CURRENT OWNER: HARRELSON DB

ALTKEY: 3521117
TAX PARCEL #: 18E18S33 22100
CURRENT OWNER: HAMPTON HILLS LLC

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SABRA HEALTH CARE HOLDINGS LLC

SHEET NO. 2 OF 4

This map prepared by:
MARTIN G. DARDIS
SEE SHEET ONE OF FOUR
Professional Surveyor & Mapper Fla. License No. 5097

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

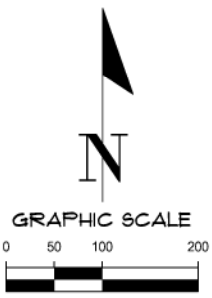
DATE: 09/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

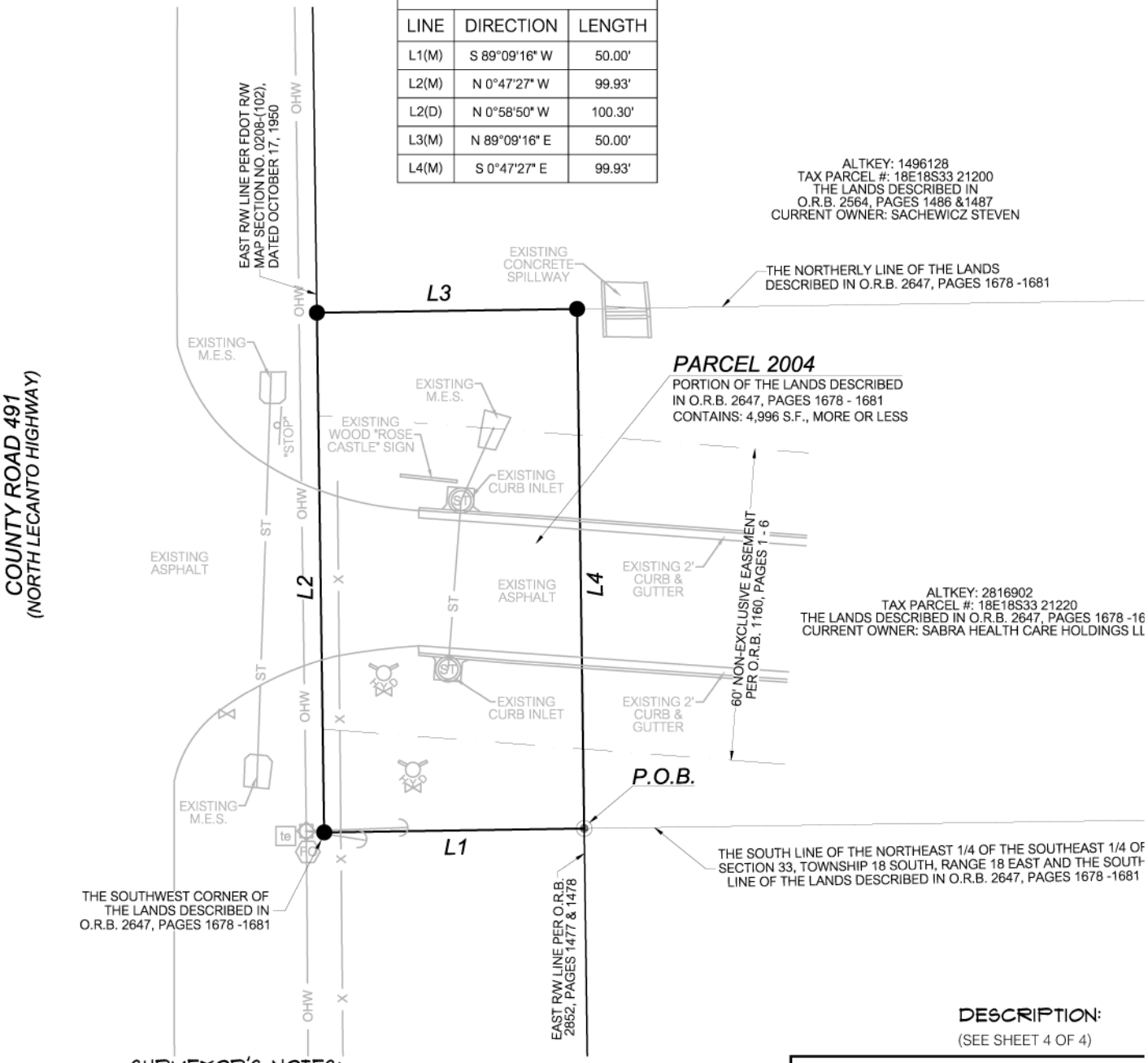
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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2004 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 89°09'16" W	50.00'
L2(M)	N 0°47'27" W	99.93'
L2(D)	N 0°58'50" W	100.30'
L3(M)	N 89°09'16" E	50.00'
L4(M)	S 0°47'27" E	99.93'



DESCRIPTION:
(SEE SHEET 4 OF 4)

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
SABRA HEALTH CARE HOLDINGS LLC

SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2004 DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2647, PAGES 1678 THROUGH 1681 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THENCE SOUTH 0°19'56" EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1373.75 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 89°09'16" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1177.93 FEET TO THE EAST LINE OF COUNTY ROAD 491 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2852, PAGES 1477 & 1478 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°09'16" WEST, ALONG SAID SOUTH LINES, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE NORTH 0°47'27" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.93 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 89°09'16" EAST, ALONG A NORTHERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 0°47'27" EAST, A DISTANCE OF 99.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 4,996 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SABRA HEALTH CARE HOLDINGS LLC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

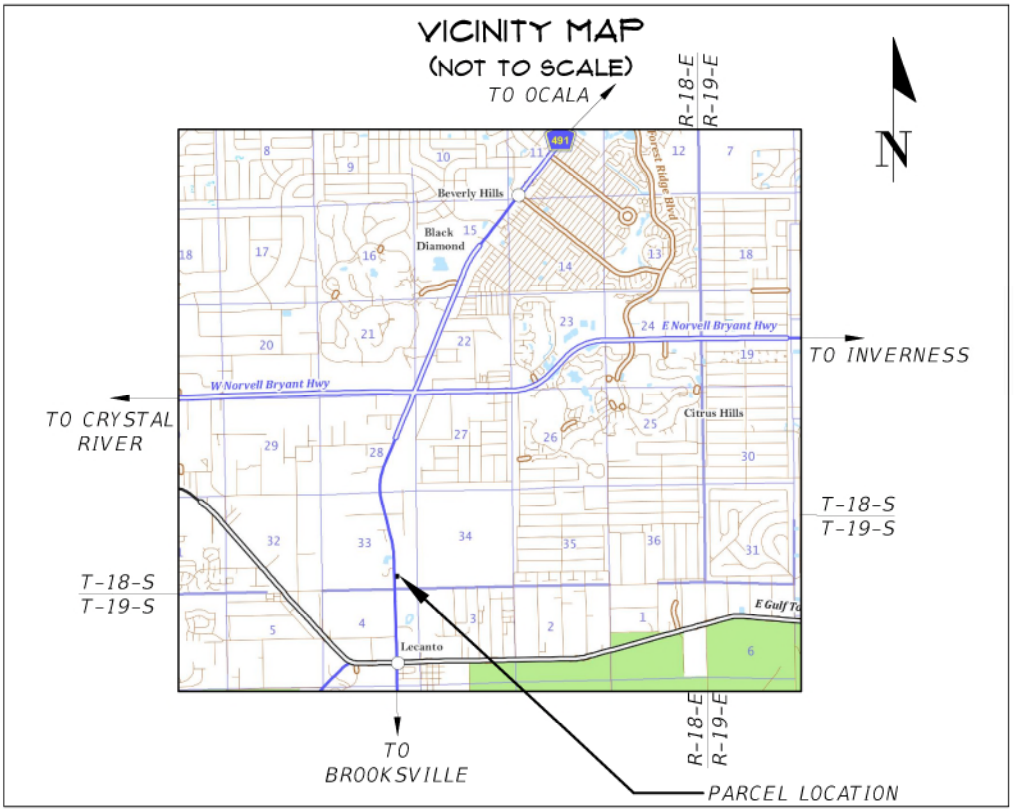
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2004 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26451-2004, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: NON-EXCLUSIVE EASEMENT IN FAVOR OF C.C. ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP AS RESERVED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 22, 1996 AND RECORDED NOVEMBER 26, 1996 IN OFFICIAL RECORDS BOOK 1160, PAGE 1 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.(GRAPHICALLY SHOWN HEREON)

   ITEM # 11: TEMPORARY UTILITY EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED DECEMBER 16, 1996 AND RECORDED FEBRUARY 4, 1997 IN OFFICIAL RECORDS BOOK 1169, PAGE 240 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. NOTE: ITEM TO BE DELETED AT CLOSING UPON MERGER OF TITLE.(NOT GRAPHICALLY SHOWN)

   ITEM # 12: WATER AND WASTEWATER DEVELOPER'S AGREEMENT DATED NOVEMBER 5, 1996 AND RECORDED DECEMBER 17, 1996 IN OFFICIAL RECORDS BOOK 1162, PAGE 1173 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.(NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

= FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
= SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5(
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(C) = CALCULATED DATA
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O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:
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SHEET NO. 1 OF 4

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DATE: 09/22/2021
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2004 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

P.O.C.
THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

S 0°22'18" E 580.94'(D)
S 0°19'56" E 581.32'(C)
S 0°19'56" E 1373.75'(M)
THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 0°47'27" W	99.93'
L1(D)	N 0°58'50" W	100.30'

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1(D)	150.26'	6228.39'	1°22'56"	150.25'	N 5°00'00" W
C1(C)	150.14'	6228.39'	1°22'52"	150.14'	N 4°32'23" W

ALTKEY: 1496110
TAX PARCEL #: 18E18S33 21220
THE LANDS DESCRIBED IN O.R.B. 797, PAGE 1835
CURRENT OWNER: CITRUS HILLS INVESTMENT

THE NORTH LINE OF THE SOUTH 792' THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

N 88°57'15" W 803.51'(D)
N 89°06'49" E 803.50'(C)

THE NORTHEAST CORNER OF THE SOUTH 792' THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

ALTKEY: 2678607
TAX PARCEL #: 18E18S33 21300
THE LANDS DESCRIBED IN O.R.B. 2141, PAGES 2098 &2099
CURRENT OWNER: CBC PROFESSIONAL ASSOCIATES LLC

C1

N 2°02'52" W 541.69'(D)
N 1°50'45" W 541.61'(C)

S 0°19'56" E 792.43'(C)
S 0°22'18" E 792.00'(D)

ALTKEY: 1496349
TAX PARCEL #: 18E18S34 10000
THE LANDS DESCRIBED IN O.R.B. 613, PAGES 937 & 938
CURRENT OWNER: HAMPTON HILLS LLC

EAST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

ALTKEY: 1496128
TAX PARCEL #: 18E18S33 21200
THE LANDS DESCRIBED IN O.R.B. 2564, PAGES 1486 &1487
CURRENT OWNER: SACHEWICZ STEVEN

ALTKEY: 2816902
TAX PARCEL #: 18E18S33 21220
THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681
CURRENT OWNER: SABRA HEALTH CARE HOLDINGS LLC

COUNTY ROAD 491
(NORTH LECANTO HIGHWAY)

S 88°57'55" W 450.57'(D)
N 89°09'16" E 450.57'(C)

P.O.B.

L1

THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST AND THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681

S 89°09'16" W 1177.93'(M)
S 89°09'16" W 1227.93'(M)
S 88°57'55" W 1226.42'(D)

THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST AND THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 -1681

60' NON-EXCLUSIVE EASEMENT PER O.R.B. 1160, PAGES 1 - 6

PARCEL 7-2004
TEMPORARY CONSTRUCTION EASEMENT
(SEE SHEET 3 OF 4)
PORTION OF THE LANDS DESCRIBED IN O.R.B. 2647, PAGES 1678 - 1681
CONTAINS: 1,963 S.F., MORE OR LESS

ALTKEY: 3521117
TAX PARCEL #: 18E18S33 22100
CURRENT OWNER: HAMPTON HILLS LLC

ALTKEY: 3521442
LANDS DESCRIBED IN O.R.B. 2852, PAGES 1477 & 1478
TAX PARCEL #: 18E18S33 22400
CURRENT OWNER: HARRELSON DB

EAST R/W LINE PER O.R.B. 2852, PAGES 1477 & 1478

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SABRA HEALTH CARE HOLDINGS LLC

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

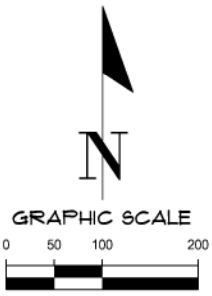
DATE: 09/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

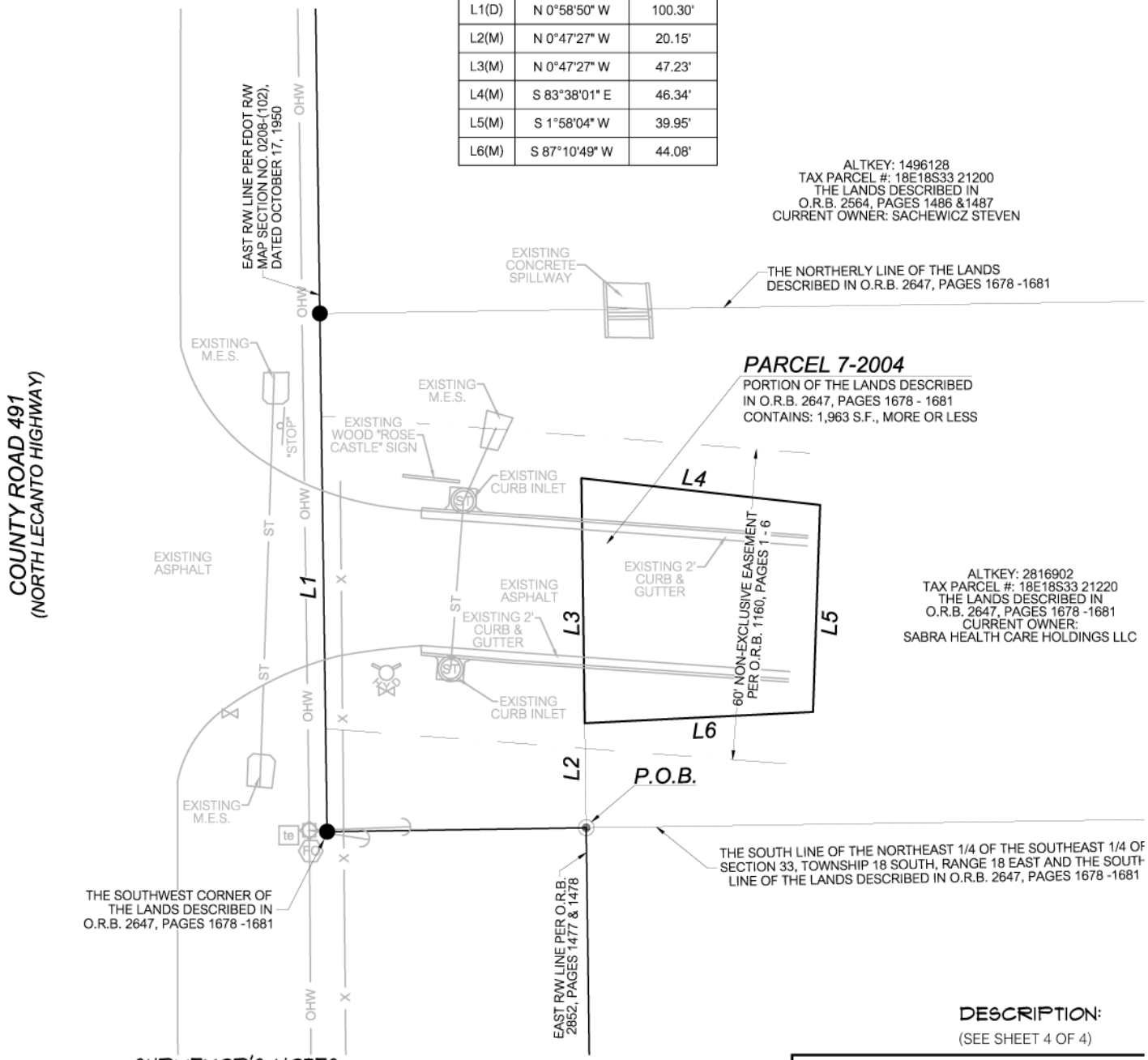
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Alachua, Florida 32
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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2004 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 0°47'27" W	99.93'
L1(D)	N 0°58'50" W	100.30'
L2(M)	N 0°47'27" W	20.15'
L3(M)	N 0°47'27" W	47.23'
L4(M)	S 83°38'01" E	46.34'
L5(M)	S 1°58'04" W	39.95'
L6(M)	S 87°10'49" W	44.08'



DESCRIPTION:
(SEE SHEET 4 OF 4)

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SABRA HEALTH CARE HOLDINGS LLC

SHEET NO. 3 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	09/22/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

SCALE: 1" = 200'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2004 DESCRIPTION

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2647, PAGES 1678 THROUGH 1681 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THENCE SOUTH 0°19'56" EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1373.75 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 89°09'16" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1177.93 FEET TO THE EAST LINE OF COUNTY ROAD 491 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2852, PAGES 1477 & 1478 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINES, NORTH 0°47'27" WEST, A DISTANCE OF 20.15 FEET THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°47'27" WEST, A DISTANCE OF 47.23 FEET; THENCE SOUTH 83°38'01" EAST, A DISTANCE OF 46.34 FEET; THENCE SOUTH 1°58'04" WEST, A DISTANCE OF 39.95 FEET; THENCE SOUTH 87°10'49" WEST, A DISTANCE OF 44.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,963 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SABRA HEALTH CARE HOLDINGS LLC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

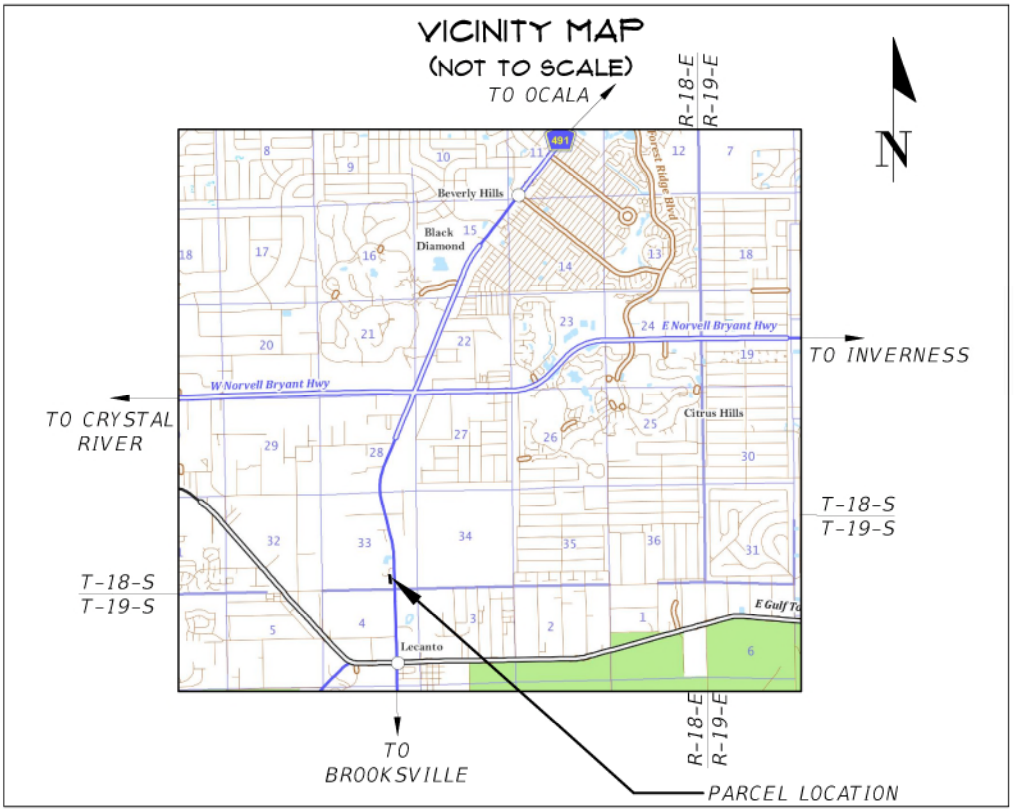
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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2005 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE NOT FURNISHED TO THE SURVEYOR. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
4. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

= FOUND 4"X4" CONCRETE MONUMENT MARKED "CITRUS COUNTY SURVEY DIVISION"
= FOUND 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION
= EXISTING WOODEN POWER POLE
= EXISTING SANITARY SEWER MANHOLE
= EXISTING METAL LIGHT POLE
= EXISTING FIRE HYDRANT
= EXISTING WATER VALVE
= EXITING STORM INLET
= EXISTING CURB INLET
= EXISTING GUY ANCHOR
= EXISTING WATER METER
(C) = CALCULATED DATA
(P) = DATA BASED PLAT OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
OHW = EXISTING OVERHEAD WIRE

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CITRUS SURGERY CENTER

SHEET NO.
1 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/14/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 CITRUS COUNTY, FLORIDA
PARCEL 7-2005 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST,
CITRUS COUNTY, FLORIDA

GRAPHIC SCALE
0 20 40 80

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	N 0°47'33" W	147.34'
L2(C)	S 89°12'27" W	5.00'
L3(C)	S 0°47'33" E	128.02'
L4(C)	S 89°09'02" W	7.49'
L5(C)	S 0°46'11" E	19.30'
L6(C)	N 89°18'34" E	12.50'

W AUDUBON PARK PATH
(60' R/W WIDTH)

WEST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

ALTKEY: 3379080
TAX PARCEL #: 18E18S330050 00A0
CURRENT OWNER:
VITA HEALTHCARE CORPORATION

400' (D)
N 89°18'34" E 398.07' (C)

THE NORTH LINE OF THE LANDS DESCRIBED IN O.R.B. 1700, PAGES 1505 & 1506

ALTKEY: 26770465
TAX PARCEL #: 18E18S330040 0010
CURRENT OWNER:
SWAIN STRON TROY

215' (D)
N 0°21'14" W 215.00' (C)

THE WEST LINE OF THE LANDS DESCRIBED IN O.R.B. 1700, PAGES 1505 & 1506

ALTKEY: 2677970
TAX PARCEL #: 18E18S33 23211
CURRENT OWNER:
CITRUS SURGERY CENTER
LANDS DESCRIBED IN
O.R.B. 1700, PAGES 1505 & 1506

PARCEL 7-2005
PORTION OF ALT KEY: 2677970
PORTION OF TAX PARCEL #:
18E18S3323211
CONTAINS: 881, S.F., MORE OR LESS

EXISTING CONCRETE SPILLWAY
EXISTING CONCRETE HEADWALL
EXISTING "CITRUS SURGERY CENTER" SIGN
EXISTING ASPHALT
EXISTING 6" HEADER CURB
EXISTING ASPHALT
EXISTING 2' CURB & GUTTER
OHW

L1 L2 L3 L4 L5 L6

N 0°47'27" W 215.00' (C)
215' (D)

COUNTY ROAD 491

400' (D)
N 89°18'34" E 399.72' (C)

THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R.B. 1700, PAGES 1505 & 1506

ALTKEY: 3483529
TAX PARCEL #: 18E18S33 23210
CURRENT OWNER:
LYNNQUINN PROPERTIES LLC

P.O.B.
THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN O.R.B. 1700, PAGES 1505 & 1506

N 0°47'33" W 445.00' (M)

WEST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

N 89°18'34" E 1323.15' (M)

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO. 2 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/14/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 80'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2005 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1700, PAGES 1505 AND 1506 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THENCE NORTH 89°18'34" EAST, ALONG THE SOUTH LINE THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1323.15 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE NORTH 0°47'33" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 445.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°47'33" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 147.34 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 89°12'27" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 0°47'33" EAST, A DISTANCE OF 128.02 FEET; THENCE SOUTH 89°09'02" WEST, A DISTANCE OF 7.49 FEET; THENCE SOUTH 0°46'11" EAST, A DISTANCE OF 19.30 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 89°18'34" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 881 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO.
3 OF 3

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MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/14/2022
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CHW Professional Consultants

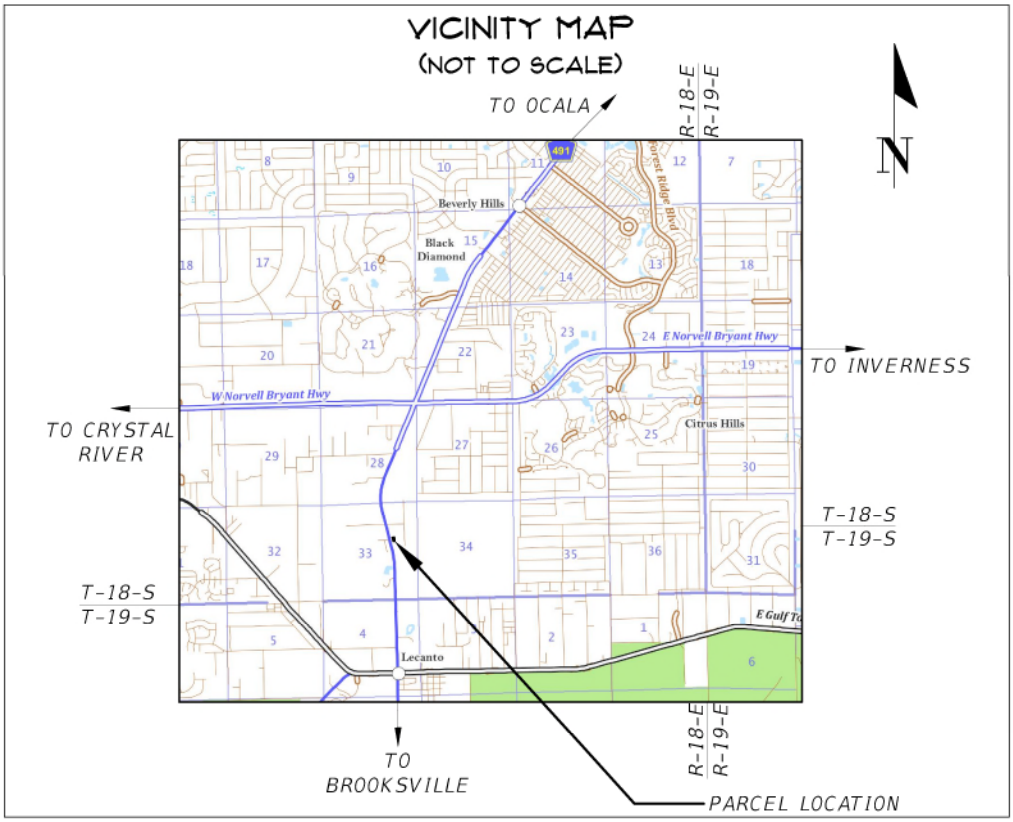
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2018 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26453-2008R, DATED NOVEMBER 3, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10A: PERMANENT DRAINAGE EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED JANUARY 27, 1998 AND RECORDED JANUARY 29, 1998 IN OFFICIAL RECORDS BOOK 1226, PAGE 469 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 10B: EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF WITHLACOOCHEE COOPERATIVE CORPORATION DATED NARCH 26, 2007 AND RECORDED FEBRUARY 16, 2011 IN OFFICIAL RECORDS BOOK 2403, PAGE 2317 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: PRIVATE ROADS WHICH MAY AFFECT SUBJECT PROPERT:Y WHICH MAY HAVE BEEN ESTABLISHED BY THAT CERTAIN UNRECORDED SUBDIVISION IN THE SE /4 OF THE NE /4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

   ITEM # 12: DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS BY AMZA I, LLC, A FLORIDA LIMITED LIABILITY COMPANY DATED FEBRUARY 25, 2016 AND RECORDED MAY 5, 2016 IN OFFICIAL RECORDS BOOK 2755, PAGE 2297; AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 2855, PAGE 1727; BOTH OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (SOME MATTERS GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE STAMPED "LB 1108"
- = FOUND 6"X6" CONCRETE STAMPED "SRD"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- BFP = EXISTING BACKFLOW PREVENTOR
- = EXISTING CLEANOUT
- = EXISTING FIRE HYDRANT
- FO = EXISTING FIBER OPTIC LINE MARKER
- G = EXISTING GAS LINE MARKER
- THH = EXISTING TELEPHONE HAND HOLE
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING WOODEN POWER POLE
- = EXISTING WATER VALVE
- = EXISTING WATER METER
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE
- ST = STORM SEWER LINE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
LPC OWNERS ASSOCIATION INC

SHEET NO. 1 OF 4

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MARTIN G. DARDIS

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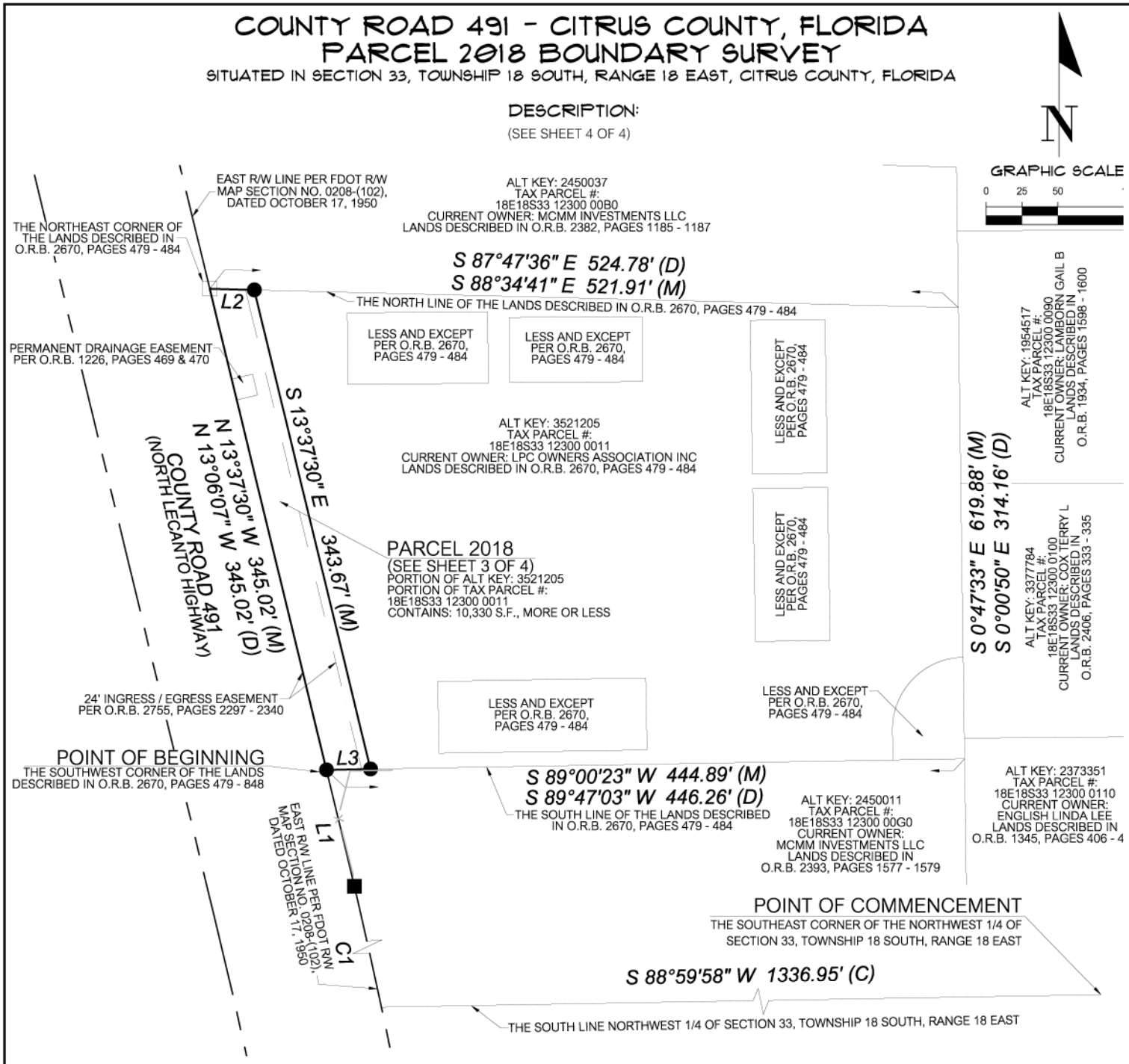
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2018 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 13°37'30" W	83.19'
L2(M)	S 88°34'41" E	31.06'
L3(M)	S 89°00'23" W	30.74'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(C)	228.68'	5779.65'	2°16'01"	114.35'	228.66'	N 12°29'29" W

CERTIFIED TO:
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A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
LPC OWNERS ASSOCIATION INC

SHEET NO. 2 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 08/31/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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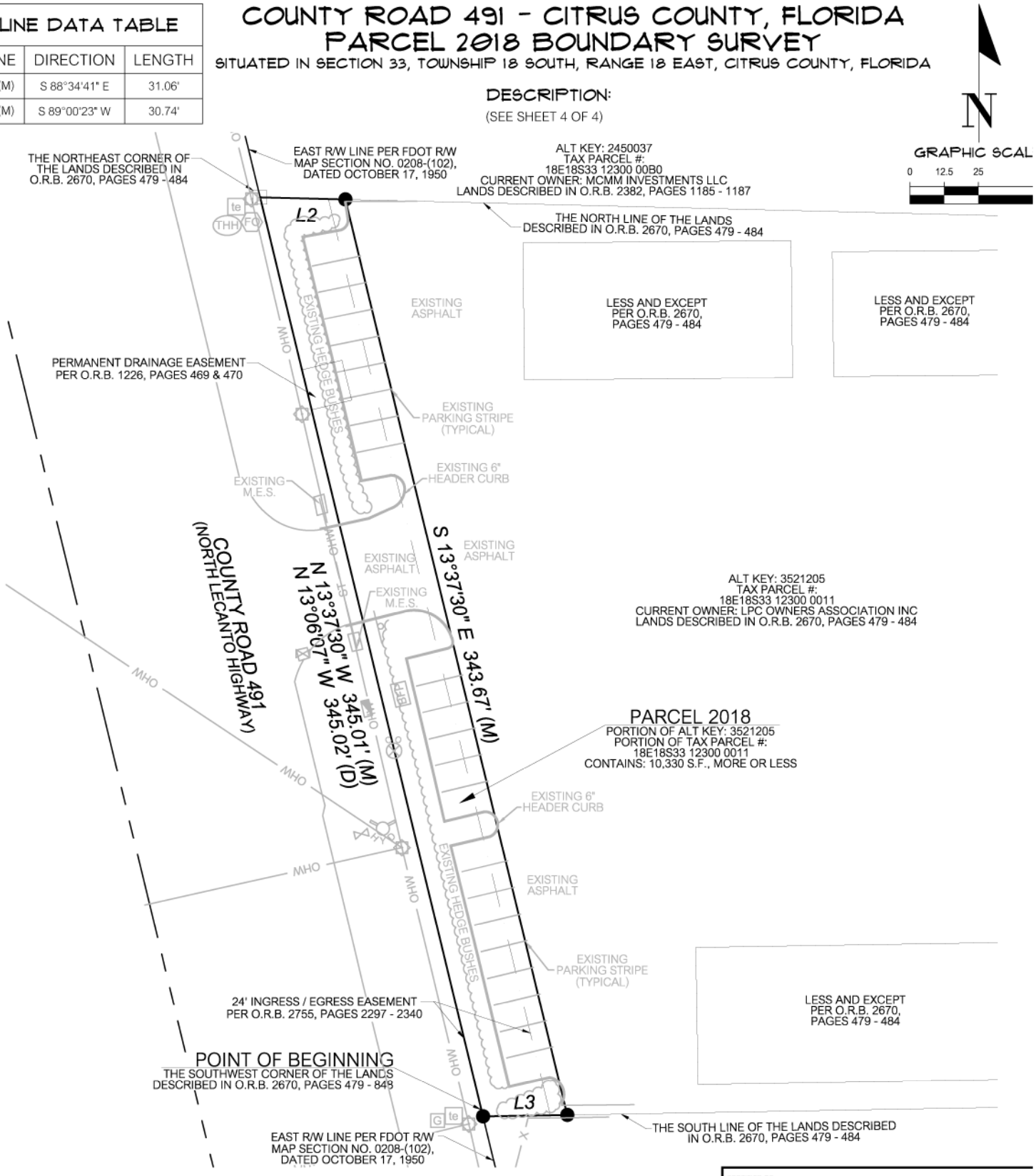
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2018 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L2(M)	S 88°34'41" E	31.06'
L3(M)	S 89°00'23" W	30.74'

DESCRIPTION:
(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
LPC OWNERS ASSOCIATION INC

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 08/31/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW Professional Consultants
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Alachua, Florida 32
(352) 331-19
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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2018 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2670, PAGES 479 THROUGH 484 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°59'58" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33, A DISTANCE OF 1336.95 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5779.65 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 12°29'29" WEST, 228.66 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°16'01", AN ARC LENGTH OF 228.68 FEET; THENCE NORTH 13°37'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 83.19 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 13°37'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 345.02 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 88°34'41" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 31.06 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTH 13°37'30" EAST, A DISTANCE OF 343.67 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE SOUTH 89°00'23" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 30.74 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 10,330 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
LPC OWNERS ASSOCIATION INC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 08/31/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

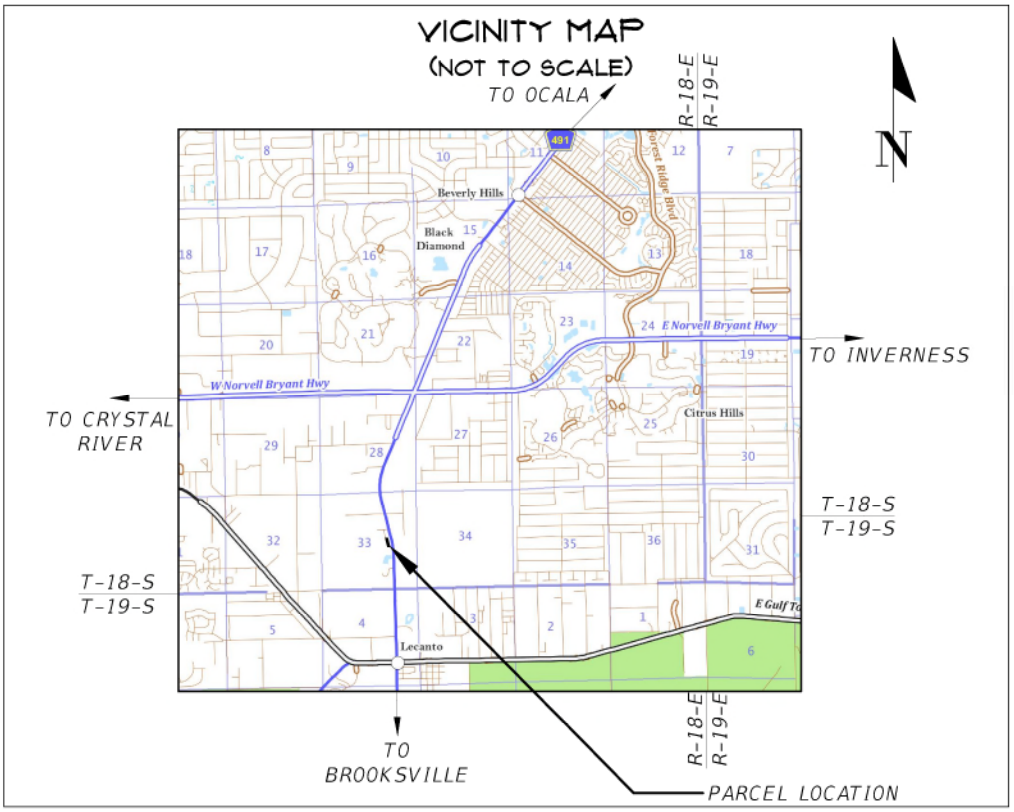
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2019/2021 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26412-2019,2021, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.

3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR ALLEN RIDGE PROFESSIONAL VILLAGE DATED JUNE 11, 1989 AND RECORDED SEPTEMBER 13, 1989 IN OFFICIAL RECORDS BOOK 828, PAGE 1698 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF ALLEN RIDGE PROFESSIONAL VILLAGE AS RECORDED IN PLAT BOOK 14, PAGE 61 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (SOME MATTERS GRAPHICALLY SHOWN)

   ITEM # 12: INFORMATION PROVIDED BY THAT CERTAIN LETTER FROM HSA ENGINEERS & SCIENTISTS TO STATE FARM FLORIDA INSURANCE COMPANY REGARDING EXECUTIVE CLAIM REPORT, THE BRASHEAR FAMILY LLLP DATED JANUARY 22, 2010 AND RECORDED FEBRUARY 1, 2010 IN OFFICIAL RECORDS BOOK 2335, PAGE 1827 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.

5. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- = EXISTING WOODEN POWER POLE
- te = EXISTING TELEPHONE PEDESTAL
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING GUY ANCHOR
- = EXISTING GROUND LIGHT FIXTURE
- = EXISTING WATER METER
- BFP = EXISTING BACKFLOW PREVENTOR
- = EXISTING CLEANOUT

(C) = CALCULATED DATA
(P) = DATA BASED PLAT OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
OHW = EXISTING OVERHEAD WIRE

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO. 1 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/27/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491
CITRUS COUNTY, FLORIDA
PARCEL 2019/2021
BOUNDARY SURVEY

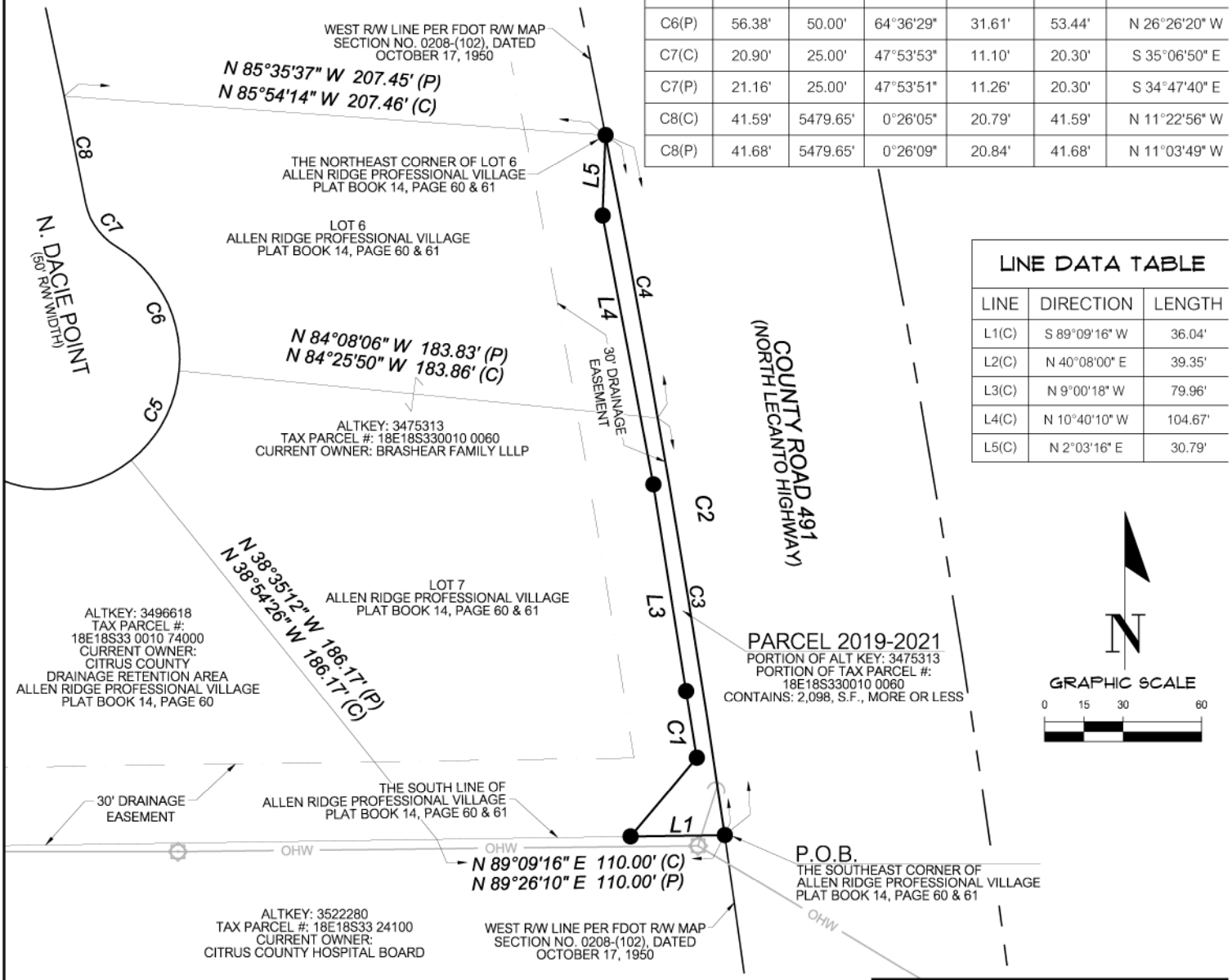
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST,
CITRUS COUNTY, FLORIDA

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(C)	25.77'	5890.81'	0°15'02"	12.89'	25.77'	N 9°09'32" W
C2(C)	271.48'	5679.65'	2°44'19"	135.77'	271.45'	S 9°39'51" E
C3(C)	161.50'	5679.65'	1°37'45"	80.76'	161.50'	N 9°06'34" W
C3(P)	161.53'	5679.65'	1°37'46"	80.77'	161.53'	N 8°47'28" W
C4(C)	109.97'	5679.65'	1°06'34"	54.99'	109.97'	N 10°28'44" W
C4(P)	110.00'	5679.65'	1°06'35"	55.00'	110.00'	N 10°09'39" W
C5(C)	39.73'	50.00'	45°31'28"	20.98'	38.69'	N 28°19'54" E
C5(P)	39.75'	50.00'	45°32'54"	20.99'	38.71'	N 28°38'21" E
C6(C)	56.40'	50.00'	64°37'57"	31.63'	53.46'	N 26°44'48" W
C6(P)	56.38'	50.00'	64°36'29"	31.61'	53.44'	N 26°26'20" W
C7(C)	20.90'	25.00'	47°53'53"	11.10'	20.30'	S 35°06'50" E
C7(P)	21.16'	25.00'	47°53'51"	11.26'	20.30'	S 34°47'40" E
C8(C)	41.59'	5479.65'	0°26'05"	20.79'	41.59'	N 11°22'56" W
C8(P)	41.68'	5479.65'	0°26'09"	20.84'	41.68'	N 11°03'49" W

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(C)	S 89°09'16" W	36.04'
L2(C)	N 40°08'00" E	39.35'
L3(C)	N 9°00'18" W	79.96'
L4(C)	N 10°40'10" W	104.67'
L5(C)	N 2°03'16" E	30.79'



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO. 2 OF 3

This map prepared by:

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NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/27/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 60'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2019/2021 DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF LOT 6 AND LOT 7, ALLEN RIDGE PROFESSIONAL VILLAGE, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 60 & 61 OF SAID PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ALLEN RIDGE PROFESSIONAL VILLAGE SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, THENCE SOUTH 89°09'16" WEST, ALONG THE SOUTH LINE OF SAID ALLEN RIDGE PROFESSIONAL VILLAGE, A DISTANCE OF 36.04 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 40°08'00" EAST, A DISTANCE OF 39.35 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5890.81 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°09'32" WEST, 25.77 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°15'02", AN ARC LENGTH OF 25.77 FEET TO THE END OF SAID CURVE; THENCE NORTH 9°00'18" WEST, A DISTANCE OF 79.96 FEET; THENCE NORTH 10°40'10" WEST, A DISTANCE OF 104.67 FEET; THENCE NORTH 2°03'16" EAST, A DISTANCE OF 30.79 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LOT 6, SAID POINT LYING ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5679.65 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 9°39'51" EAST, 271.45 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°44'19", AN ARC LENGTH OF 271.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2,098 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO.
3 OF 3

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MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/27/2021
TECHNICIAN: KWM
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PROJECT NUMBER: 19-0419

CHW Professional Consultants

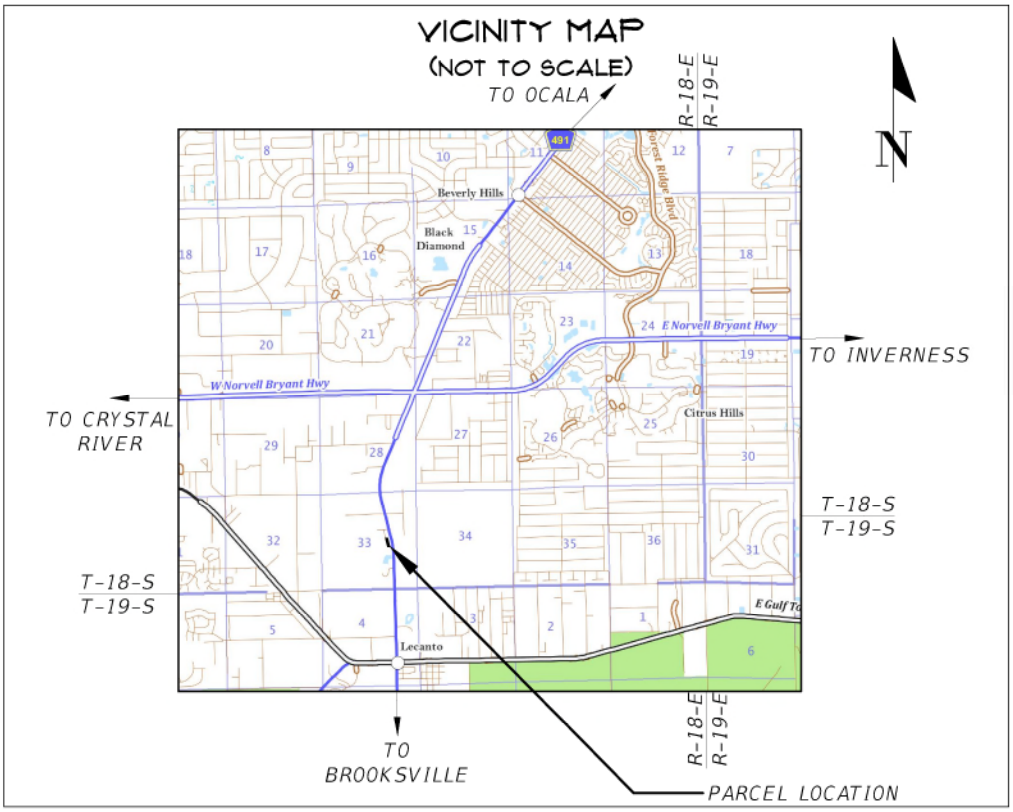
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2019/2021A BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26412-2019,2021, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
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   ITEM # 10: DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR ALLEN RIDGE PROFESSIONAL VILLAGE DATED JUNE 11, 1989 AND RECORDED SEPTEMBER 13, 1989 IN OFFICIAL RECORDS BOOK 828, PAGE 1698 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

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   ITEM # 12: INFORMATION PROVIDED BY THAT CERTAIN LETTER FROM HSA ENGINEERS & SCIENTISTS TO STATE FARM FLORIDA INSURANCE COMPANY REGARDING EXECUTIVE CLAIM REPORT, THE BRASHEAR FAMILY LLLP DATED JANUARY 22, 2010 AND RECORDED FEBRUARY 1, 2010 IN OFFICIAL RECORDS BOOK 2335, PAGE 1827 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
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- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING GUY ANCHOR
- T = TRANSFORMER

(M) = DATA BASED ON FIELD MEASUREMENTS
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S.F. = SQUARE FEET
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P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
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GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO: 1 OF 3

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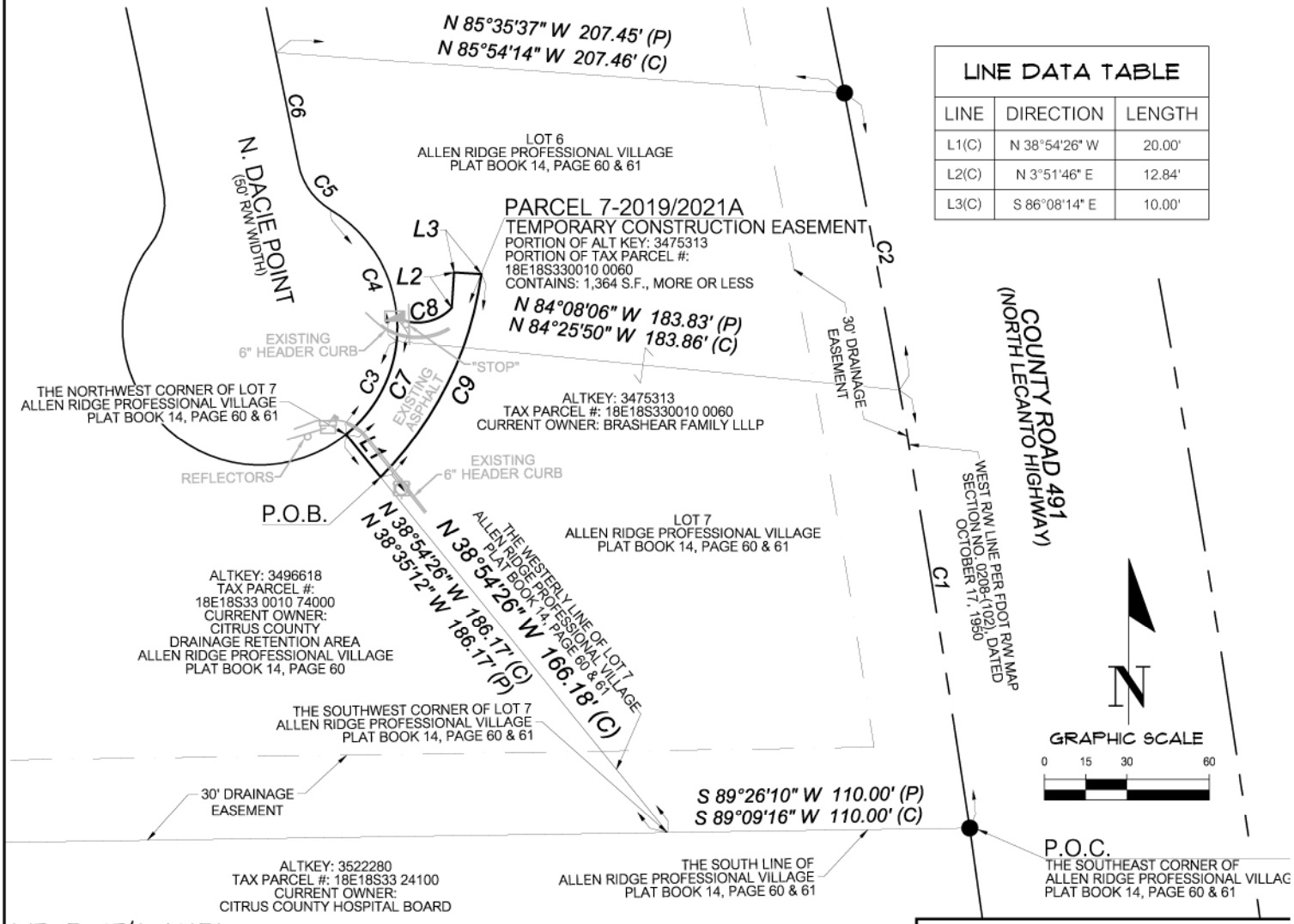
Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2019/2021A BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(C)	161.50'	5679.65'	1°37'45"	80.76'	161.50'	N 9°06'34" W
C1(P)	161.53'	5679.65'	1°37'46"	80.77'	161.53'	N 8°47'28" W
C2(C)	109.97'	5679.65'	1°06'34"	54.99'	109.97'	N 10°28'44" W
C2(P)	110.00'	5679.65'	1°06'35"	55.00'	110.00'	N 10°09'39" W
C3(C)	39.73'	50.00'	45°31'28"	20.98'	38.69'	N 28°19'54" E
C3(P)	39.75'	50.00'	45°32'54"	20.99'	38.71'	N 28°38'21" E
C4(C)	56.40'	50.00'	64°37'57"	31.63'	53.46'	N 26°44'48" W
C4(P)	56.38'	50.00'	64°36'29"	31.61'	53.44'	N 26°26'20" W

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C5(C)	20.90'	25.00'	47°53'53"	11.10'	20.30'	S 35°06'50" E
C5(P)	21.16'	25.00'	47°53'51"	11.26'	20.30'	S 34°47'40" E
C6(C)	41.59'	5479.65'	0°26'05"	20.79'	41.59'	N 11°22'56" W
C6(P)	41.68'	5479.65'	0°26'09"	20.84'	41.68'	N 11°03'49" W
C7(C)	48.12'	50.00'	55°08'22"	26.11'	46.28'	N 23°31'23" E
C8(C)	21.68'	17.26'	71°59'04"	12.54'	20.29'	N 79°34'28" E
C9(C)	83.85'	131.01'	36°40'21"	43.42'	82.43'	S 26°26'31" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	N 38°54'26" W	20.00'
L2(C)	N 3°51'46" E	12.84'
L3(C)	S 86°08'14" E	10.00'



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
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GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO. 2 OF 3

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	09/27/2021
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PROJECT NUMBER:	19-0419

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VERIFY SCALE
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2019/2021A DESCRIPTION

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF LOT 6 AND LOT 7, ALLEN RIDGE PROFESSIONAL VILLAGE, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 60 & 61 OF SAID PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ALLEN RIDGE PROFESSIONAL VILLAGE, THENCE SOUTH 89°09'16" WEST, ALONG THE SOUTH LINE OF SAID ALLEN RIDGE PROFESSIONAL VILLAGE, A DISTANCE OF 110.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 7; THENCE DEPARTING SAID SOUTH LINE, NORTH 38°54'26" WEST, ALONG THE WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 166.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, NORTH 38°54'26" WEST, ALONG THE WESTERLY LINE OF LOT 7, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, SAID POINT LYING ON THE RIGHT OF WAY LINE OF N. DACIE POINT (HAVING A RIGHT OF WAY WIDTH OF 50 FEET), AS SHOWN ON THE PLAT OF SAID ALLEN RIDGE PROFESSIONAL VILLAGE, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23°31'23" EAST, 46.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 55°08'22", AN ARC LENGTH OF 48.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 17.26 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 79°34'28" EAST, 20.29 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°59'04", AN ARC LENGTH OF 21.68 FEET; THENCE NORTH 3°51'46" EAST, A DISTANCE OF 12.84 FEET TO THE END OF SAID CURVE; THENCE SOUTH 86°08'14" EAST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 131.01 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 26°26'31" WEST, 82.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°40'21", AN ARC LENGTH OF 83.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,364 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO.
3 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/27/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

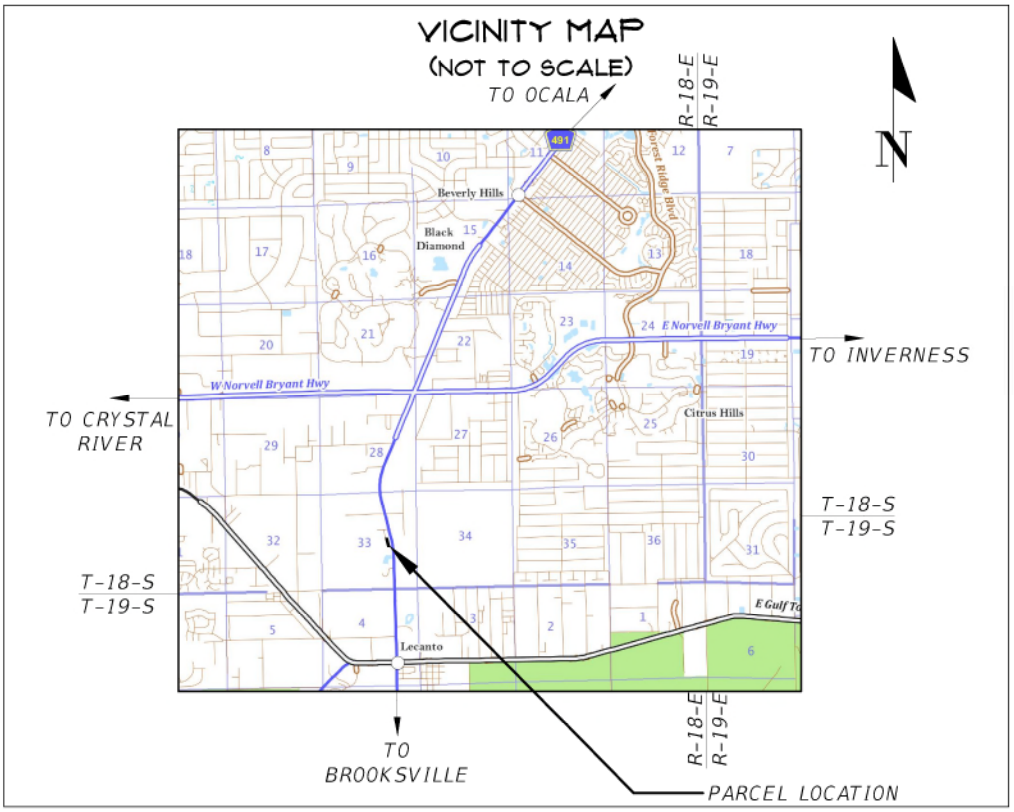
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2019/2021B BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26412-2019,2021, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR ALLEN RIDGE PROFESSIONAL VILLAGE DATED JUNE 11, 1989 AND RECORDED SEPTEMBER 13, 1989 IN OFFICIAL RECORDS BOOK 828, PAGE 1698 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF ALLEN RIDGE PROFESSIONAL VILLAGE AS RECORDED IN PLAT BOOK 14, PAGE 61 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (SOME MATTERS GRAPHICALLY SHOWN)

   ITEM # 12: INFORMATION PROVIDED BY THAT CERTAIN LETTER FROM HSA ENGINEERS & SCIENTISTS TO STATE FARM FLORIDA INSURANCE COMPANY REGARDING EXECUTIVE CLAIM REPORT, THE BRASHEAR FAMILY LLLP DATED JANUARY 22, 2010 AND RECORDED FEBRUARY 1, 2010 IN OFFICIAL RECORDS BOOK 2335, PAGE 1827 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- = EXISTING WOODEN POWER POLE
- te = EXISTING TELEPHONE PEDESTAL
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING GUY ANCHOR
- = EXISTING GROUND LIGHT FIXTURE
- = EXISTING WATER METER
- BFP = EXISTING BACKFLOW PREVENTOR
- = EXISTING CLEANOUT

(C) = CALCULATED DATA
(P) = DATA BASED PLAT OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
OHW = EXISTING OVERHEAD WIRE

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO. 1 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
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(352) 331-19
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491
CITRUS COUNTY, FLORIDA
PARCEL 7-2019/2021B
BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST,
CITRUS COUNTY, FLORIDA

GRAPHIC SCALE
0 15 30 60

N

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARIN
C1(C)	271.48'	5679.65'	2°44'19"	135.77'	271.45'	S 9°39'51" E
C2(C)	161.50'	5679.65'	1°37'45"	80.76'	161.50'	N 9°06'34" W
C2(P)	161.53'	5679.65'	1°37'46"	80.77'	161.53'	N 8°47'28" W
C3(C)	109.97'	5679.65'	1°06'34"	54.99'	109.97'	N 10°28'44" W
C3(P)	110.00'	5679.65'	1°06'35"	55.00'	110.00'	N 10°09'39" W
C4(C)	39.73'	50.00'	45°31'28"	20.98'	38.69'	N 28°19'54" E
C4(P)	39.75'	50.00'	45°32'54"	20.99'	38.71'	N 28°38'21" E
C5(C)	56.40'	50.00'	64°37'57"	31.63'	53.46'	N 26°44'48" W
C5(P)	56.38'	50.00'	64°36'29"	31.61'	53.44'	N 26°26'20" W
C6(C)	20.90'	25.00'	47°53'53"	11.10'	20.30'	S 35°06'50" E
C6(P)	21.16'	25.00'	47°53'51"	11.26'	20.30'	S 34°47'40" E
C7(C)	41.59'	5479.65'	0°26'05"	20.79'	41.59'	N 11°22'56" W
C7(P)	41.68'	5479.65'	0°26'09"	20.84'	41.68'	N 11°03'49" W
C8(M)	25.77'	5890.81'	0°15'02"	12.89'	25.77'	S 9°09'32" E
C9(C)	30.09'	5885.81'	0°17'34"	15.04'	30.09'	N 9°08'17" W

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 2°03'16" W	30.79'
L2(M)	S 10°40'10" E	104.67'
L3(M)	S 9°00'18" E	79.96'
L4(C)	S 40°08'00" W	6.61'
L5(C)	N 9°00'18" W	79.90'
L6(C)	N 10°40'10" W	104.60'
L7(C)	N 6°57'41" W	32.65'
L8(C)	S 85°54'14" E	10.00'

WEST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

N 85°35'37" W 207.45' (P)
N 85°54'14" W 207.46' (C)

P.O.B.
THE NORTHEAST CORNER OF LOT 6
ALLEN RIDGE PROFESSIONAL VILLAGE
PLAT BOOK 14, PAGE 60 & 61

PARCEL 7-2019-2021B
PORTION OF ALT KEY: 3475313
PORTION OF TAX PARCEL #:
18E18S330010 0060
CONTAINS: 1,298, S.F., MORE OR LESS

LOT 6
ALLEN RIDGE PROFESSIONAL VILLAGE
PLAT BOOK 14, PAGE 60 & 61

N. DACIE POINT
(50' R/W WIDTH)

N 84°08'06" W 183.83' (P)
N 84°25'50" W 183.86' (C)

ALTKEY: 3475313
TAX PARCEL #: 18E18S330010 0060
CURRENT OWNER: BRASHEAR FAMILY LLLP

COUNTY ROAD 491
(NORTH LECANTO HIGHWAY)

30' DRAINAGE EASEMENT

LOT 7
ALLEN RIDGE PROFESSIONAL VILLAGE
PLAT BOOK 14, PAGE 60 & 61

N 38°35'12" W 186.17' (P)
N 38°54'26" W 186.17' (C)

ALTKEY: 3496618
TAX PARCEL #:
18E18S33 0010 74000
CURRENT OWNER:
CITRUS COUNTY
DRAINAGE RETENTION AREA
ALLEN RIDGE PROFESSIONAL VILLAGE
PLAT BOOK 14, PAGE 60

30' DRAINAGE EASEMENT

THE SOUTH LINE OF
ALLEN RIDGE PROFESSIONAL VILLAGE
PLAT BOOK 14, PAGE 60 & 61

OHW

N 89°09'16" E 110.00' (C)
N 89°26'10" E 110.00' (P)

THE SOUTHEAST CORNER OF
ALLEN RIDGE PROFESSIONAL VILLAGE
PLAT BOOK 14, PAGE 60 & 61

ALTKEY: 3522280
TAX PARCEL #: 18E18S33 24100
CURRENT OWNER:
CITRUS COUNTY HOSPITAL BOARD

WEST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO. 2 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 60'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW Professional Consultants
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Alachua, Florida 326
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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2019/2021B DESCRIPTION

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF LOT 6 AND LOT 7, ALLEN RIDGE PROFESSIONAL VILLAGE, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 60 & 61 OF SAID PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ALLEN RIDGE PROFESSIONAL VILLAGE SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, THENCE THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 2°03'16" WEST, A DISTANCE OF 30.79 FEET; THENCE SOUTH 10°40'10" EAST, A DISTANCE OF 104.67 FEET; SOUTH 9°00'18" EAST, A DISTANCE OF 79.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5890.81 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 9°09'32" EAST, 25.77 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°15'02", AN ARC LENGTH OF 25.77 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°08'00" WEST, A DISTANCE OF 6.61 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5885.81 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°08'17" WEST, 30.09 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°17'34", AN ARC LENGTH OF 30.09 FEET TO THE END OF SAID CURVE; THENCE NORTH 9°00'18" WEST, A DISTANCE OF 79.90 FEET; THENCE NORTH 10°40'10" WEST, A DISTANCE OF 104.60 FEET; THENCE NORTH 6°57'41" WEST, A DISTANCE OF 32.65 FEET TO THE NORTH LINE OF AFOREMENTIONED LOT 6; THENCE SOUTH 85°54'14" EAST, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,298 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
BRASHEAR FAMILY LLLP

SHEET NO.
3 OF 3

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MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

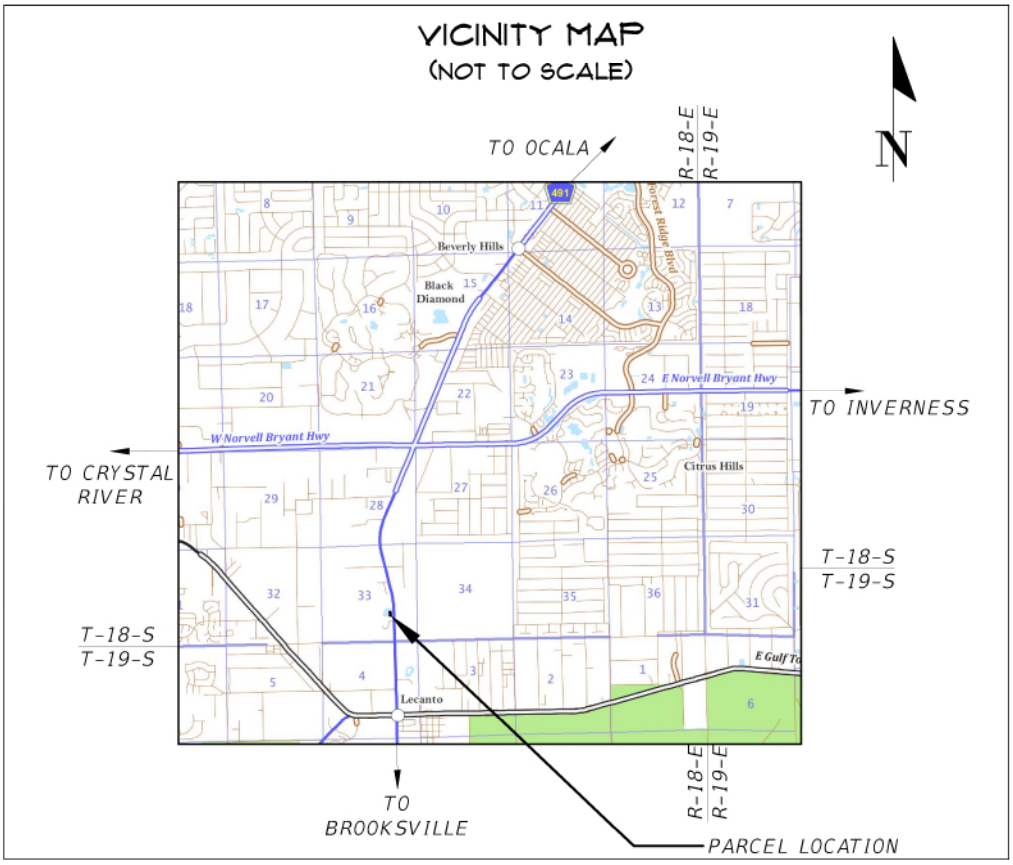
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2024 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26437-2024, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED AND RECORDED DECEMBER 1, 1997 IN OFFICIAL RECORDS BOOK 1217, PAGE 201 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 11: PRIVATE ROADS WHICH MAY AFFECT SUBJECT PROPERTY WHICH MAY HAVE BEEN ESTABLISHED BY THAT CERTAIN UNRECORDED SUBDIVISION IN THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA.

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATI
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = WOODEN POWER POLE
- = MAILBOX
- te = TELEPHONE PEDESTAL
- OHW = OVERHEAD WIRE
- = EXISTING DIRT SURFACE
- = EXISTING CONCRETE SURFACE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
NACHMAN RICHARD

SHEET NO. 1 OF 4

This map prepared by:

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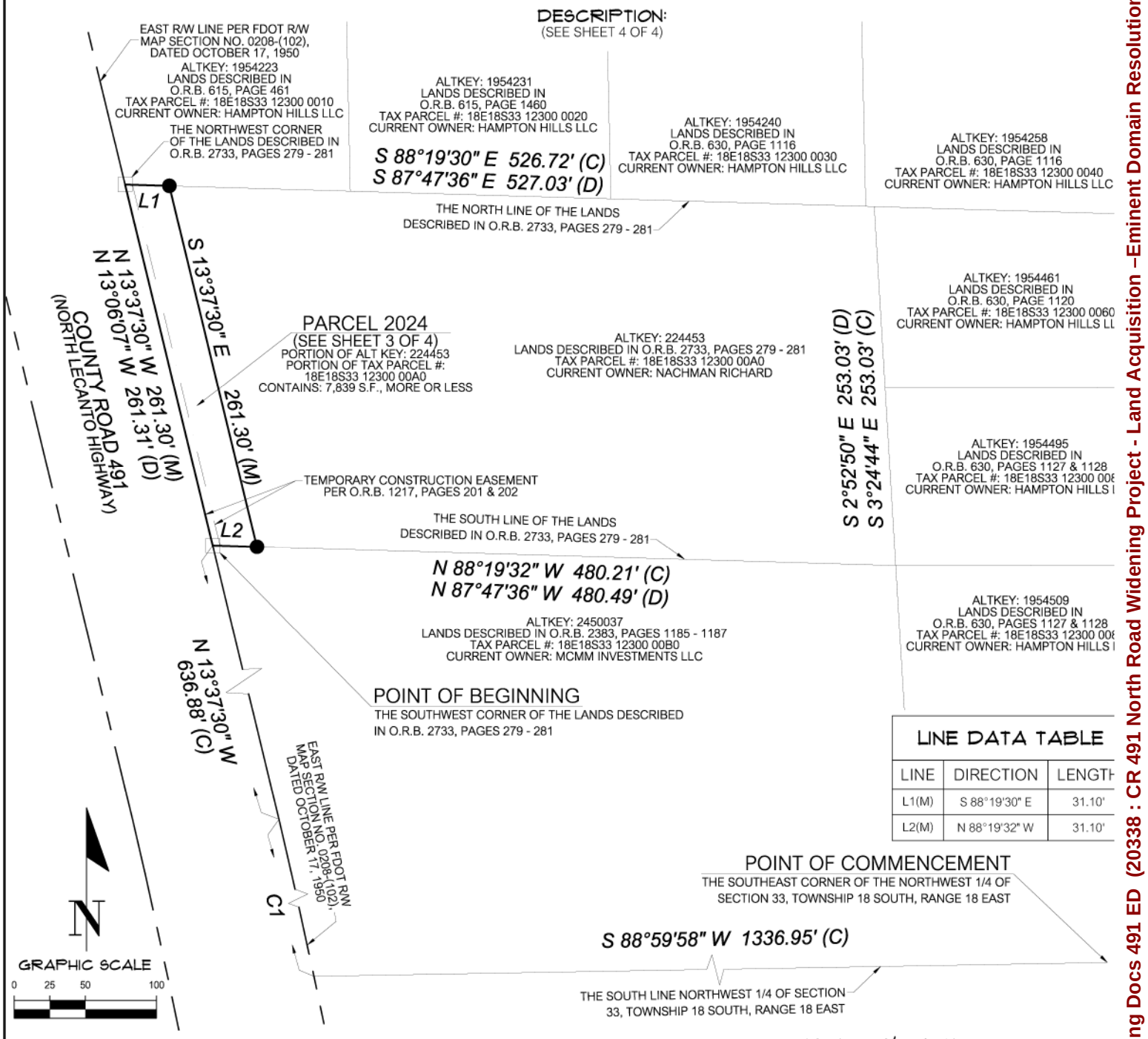
MARTIN G. DARDIS
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Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/30/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2024 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 88°19'30" E	31.10'
L2(M)	N 88°19'32" W	31.10'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1C)	228.69'	5779.65'	2°16'01"	114.36'	228.67'	N 12°29'29" W

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
NACHMAN RICHARD

SHEET NO. 2 OF 4

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MARTIN G. DARDIS
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Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/30/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

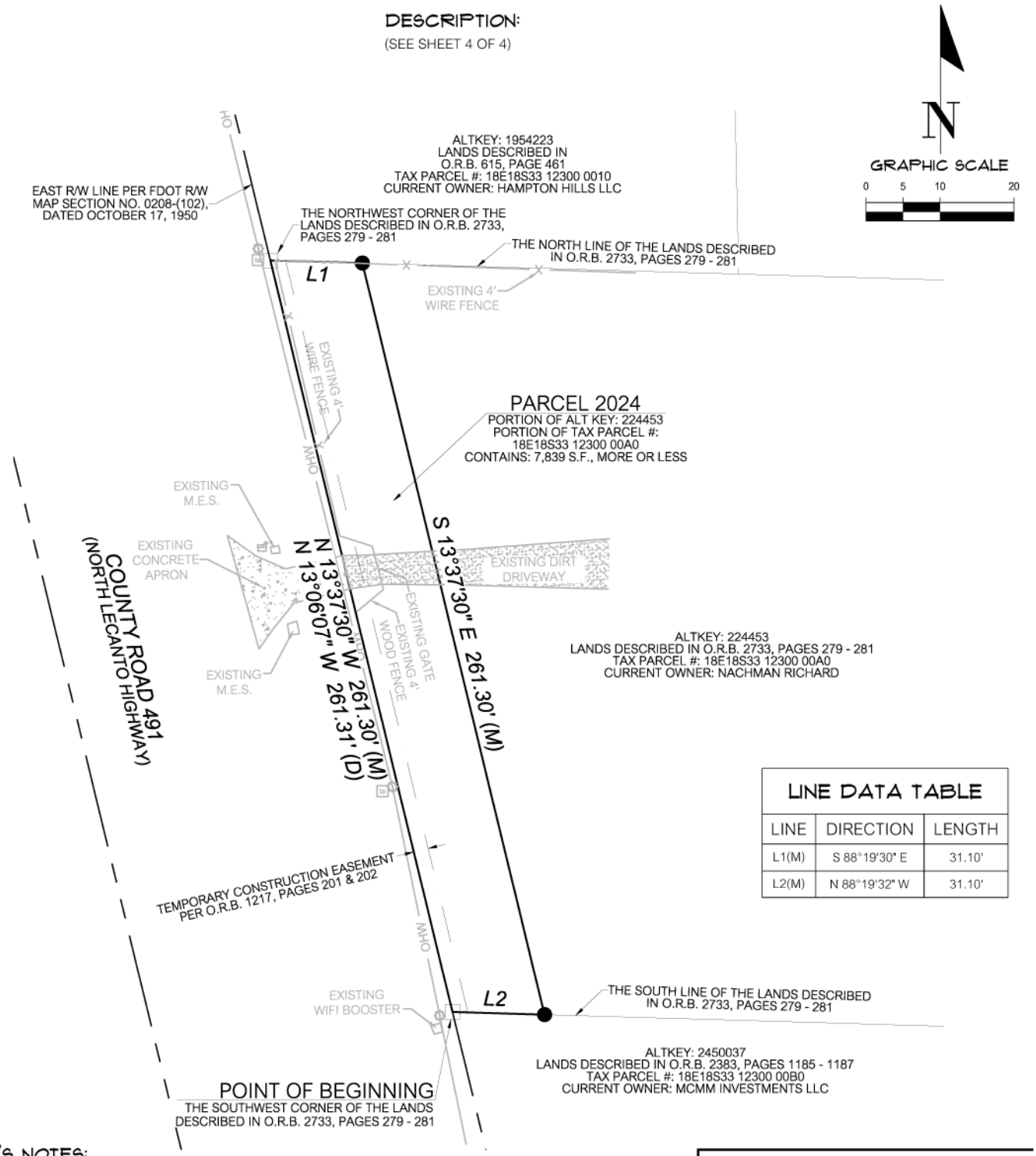
SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2024 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 88°19'30" E	31.10'
L2(M)	N 88°19'32" W	31.10'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/30/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 20'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2024 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2733, PAGES 279 THROUGH 281 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°59'58" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33, A DISTANCE OF 1336.95 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5779.65 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 12°29'29" WEST, 228.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°16'01", AN ARC LENGTH OF 228.69 FEET TO THE END OF SAID CURVE; THENCE NORTH 13°37'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 636.88 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 13°37'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 261.30 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 88°19'30" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 31.10 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 13°37'30" EAST, A DISTANCE OF 261.30 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 88°19'32" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 31.10 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 7,839 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
NACHMAN RICHARD

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 09/30/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

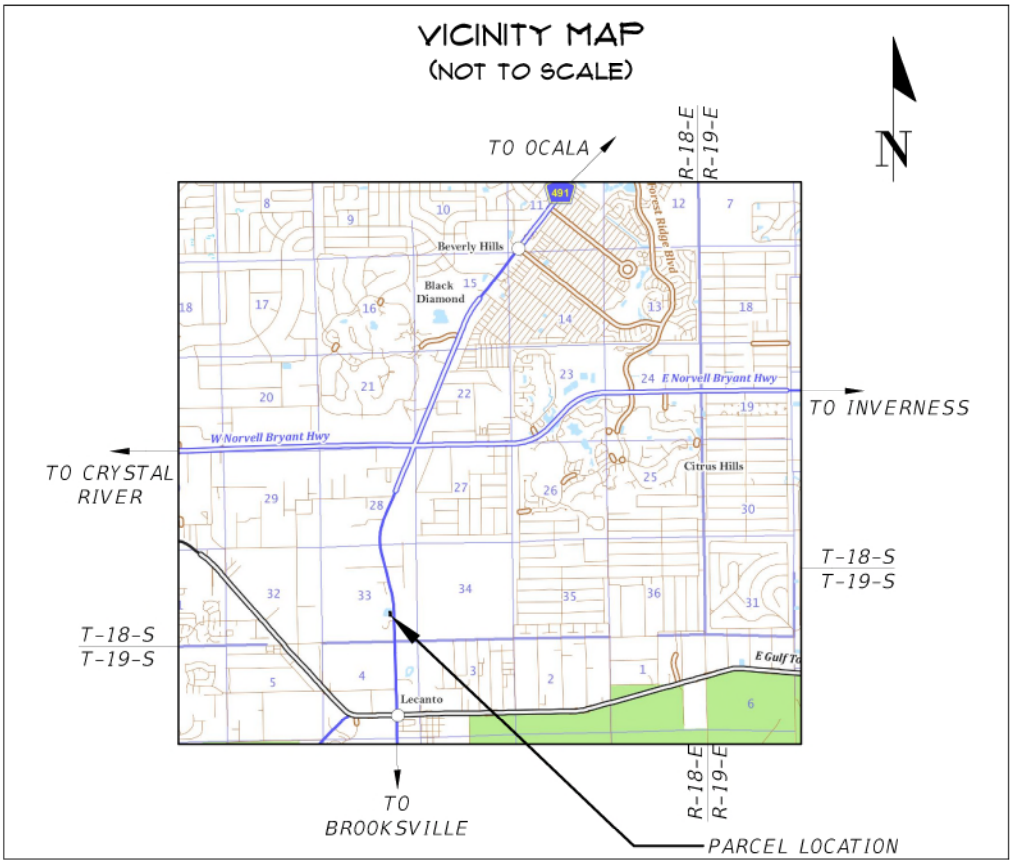
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2024 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26437-2024, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED AND RECORDED DECEMBER 1, 1997 IN OFFICIAL RECORDS BOOK 1217, PAGE 201 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 11: PRIVATE ROADS WHICH MAY AFFECT SUBJECT PROPERTY WHICH MAY HAVE BEEN ESTABLISHED BY THAT CERTAIN UNRECORDED SUBDIVISION IN THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA.

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATI
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = WOODEN POWER POLE
- = MAILBOX
- te = TELEPHONE PEDESTAL
- OHW = OVERHEAD WIRE
- = EXISTING DIRT SURFACE
- = EXISTING CONCRETE SURFACE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
NACHMAN RICHARD

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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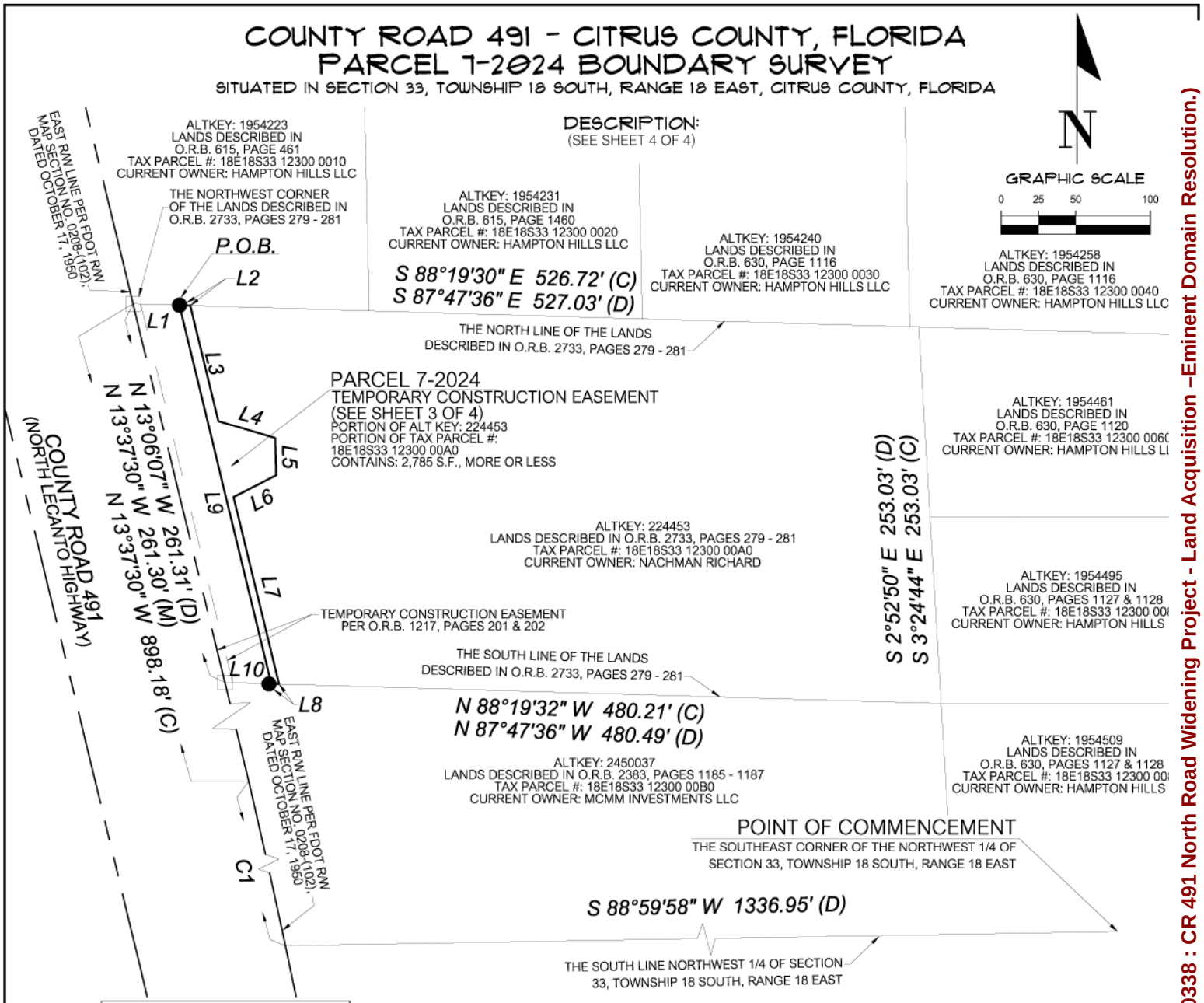
MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2024 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 88°19'30" E	31.10'
L2(C)	S 88°19'30" E	7.28'
L3(C)	S 13°37'30" E	79.77'
L4(C)	S 73°21'48" E	39.76'
L5(C)	S 1°31'49" E	24.74'
L6(C)	S 63°04'50" W	32.04'
L7(C)	S 13°37'30" E	129.37'
L8(C)	N 88°19'32" W	5.18'
L9(M)	N 13°37'30" W	261.29'
L10(M)	N 88°19'32" W	31.10'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1C)	228.69'	5779.65'	2°16'01"	114.36'	228.67'	N 12°29'29" W

CERTIFIED TO:
CITRUS COUNTY,
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NACHMAN RICHARD

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

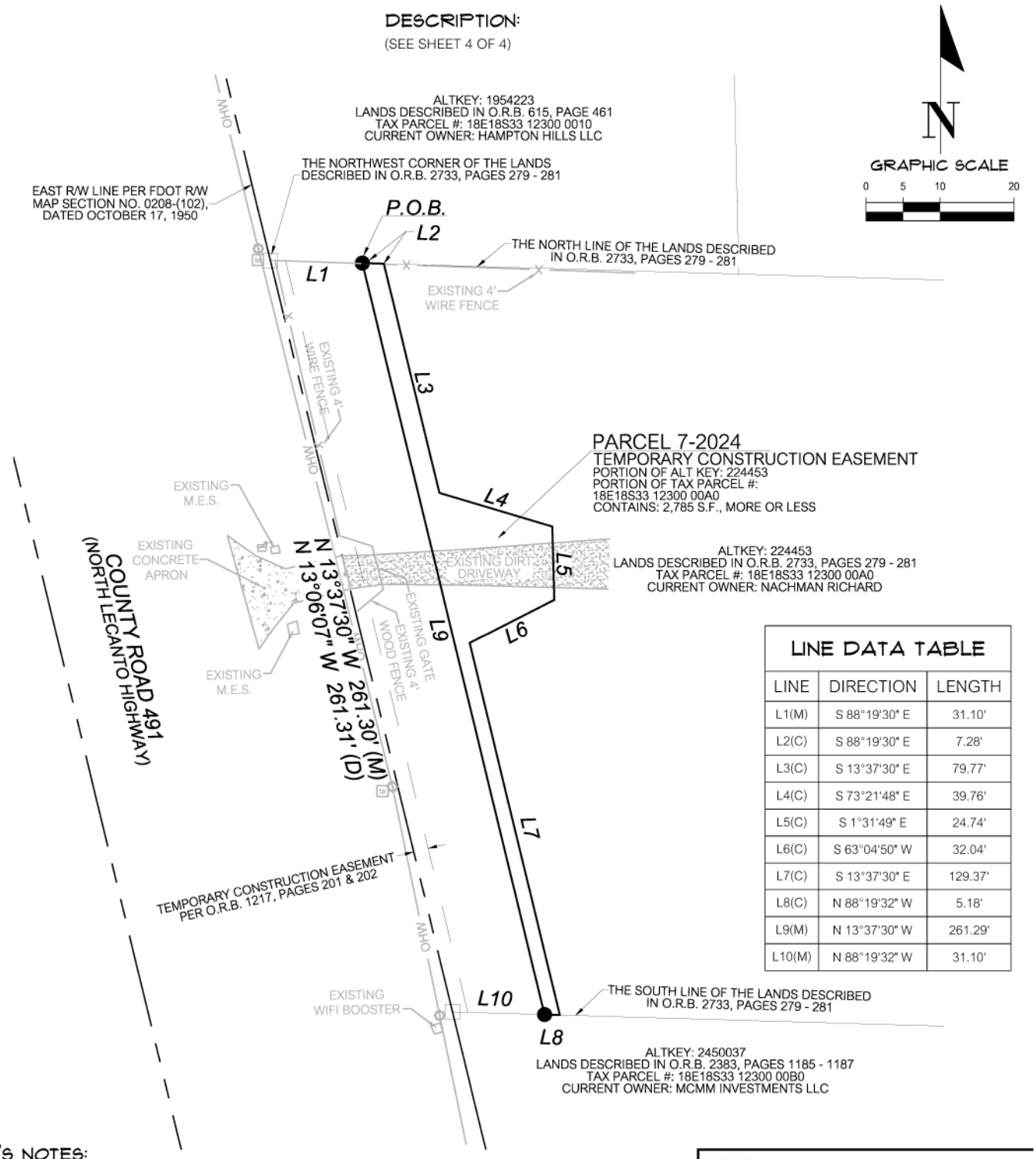
SCALE: 1" = 100'
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0 1/2"
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2024 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 88°19'30" E	31.10'
L2(C)	S 88°19'30" E	7.28'
L3(C)	S 13°37'30" E	79.77'
L4(C)	S 73°21'48" E	39.76'
L5(C)	S 1°31'49" E	24.74'
L6(C)	S 63°04'50" W	32.04'
L7(C)	S 13°37'30" E	129.37'
L8(C)	N 88°19'32" W	5.18'
L9(M)	N 13°37'30" W	261.29'
L10(M)	N 88°19'32" W	31.10'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
NACHMAN RICHARD

SHEET NO. 3 OF 4

This map prepared by:
MARTIN G. DARDIS
SEE SHEET ONE OF FOUR
Professional Surveyor & Mapper Fla. License No. 5097

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 20'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2024 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2733, PAGES 279 THROUGH 281 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°59'58" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33, A DISTANCE OF 1336.95 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5779.65 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 12°29'29" WEST, 228.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°16'01", AN ARC LENGTH OF 228.69 FEET TO THE END OF SAID CURVE; THENCE NORTH 13°37'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 898.18 TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE SOUTH 88°19'30" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 31.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°19'30" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 7.28 FEET; THENCE SOUTH 13°37'30" EAST, A DISTANCE OF 79.77 FEET; THENCE SOUTH 73°21'48" EAST, A DISTANCE OF 39.76 FEET; THENCE SOUTH 1°31'49" EAST, A DISTANCE OF 24.74 FEET; THENCE SOUTH 63°04'50" WEST, A DISTANCE OF 32.04 FEET; THENCE SOUTH 13°37'30" EAST, A DISTANCE OF 129.37 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS; THENCE NORTH 88°19'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 5.18 FEET; THENCE NORTH 13°37'30" WEST, A DISTANCE OF 261.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2,785 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
NACHMAN RICHARD

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

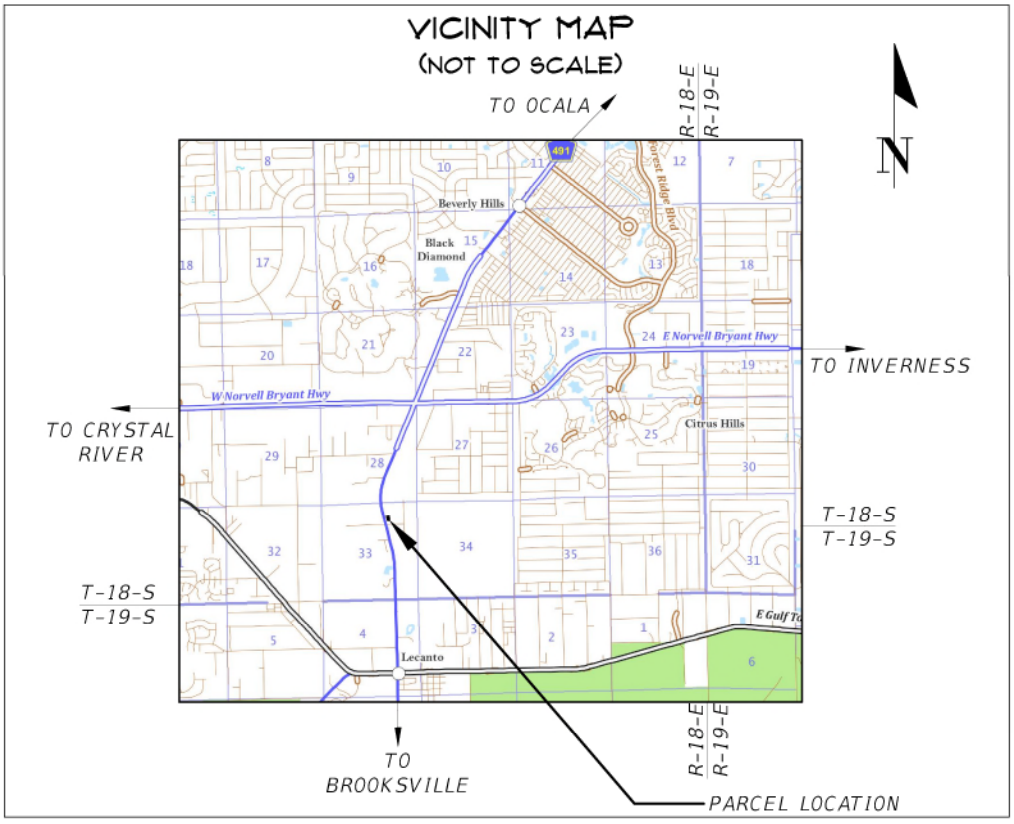
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2030 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26414-2030, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: RESTRICTIONS AS DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED JUNE 28, 1995 AND RECORDED JULY 13, 1995 IN OFFICIAL RECORDS BOOK 1088, PAGE 1822 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED NOVEMBER 4, 1997 AND RECORDED DECEMBER 1, 1997 IN OFFICIAL RECORDS BOOK 1217, PAGE 223 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 3"X3" CONCRETE NO IDENTIFICATION
- = FOUND 5/8" STEEL REBAR & CAP MARKED "LB 2108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- TM = EXISTING TELEPHONE LINE MARKER
- G = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

= DIRT SURFACE

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 1 OF 4

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/04/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

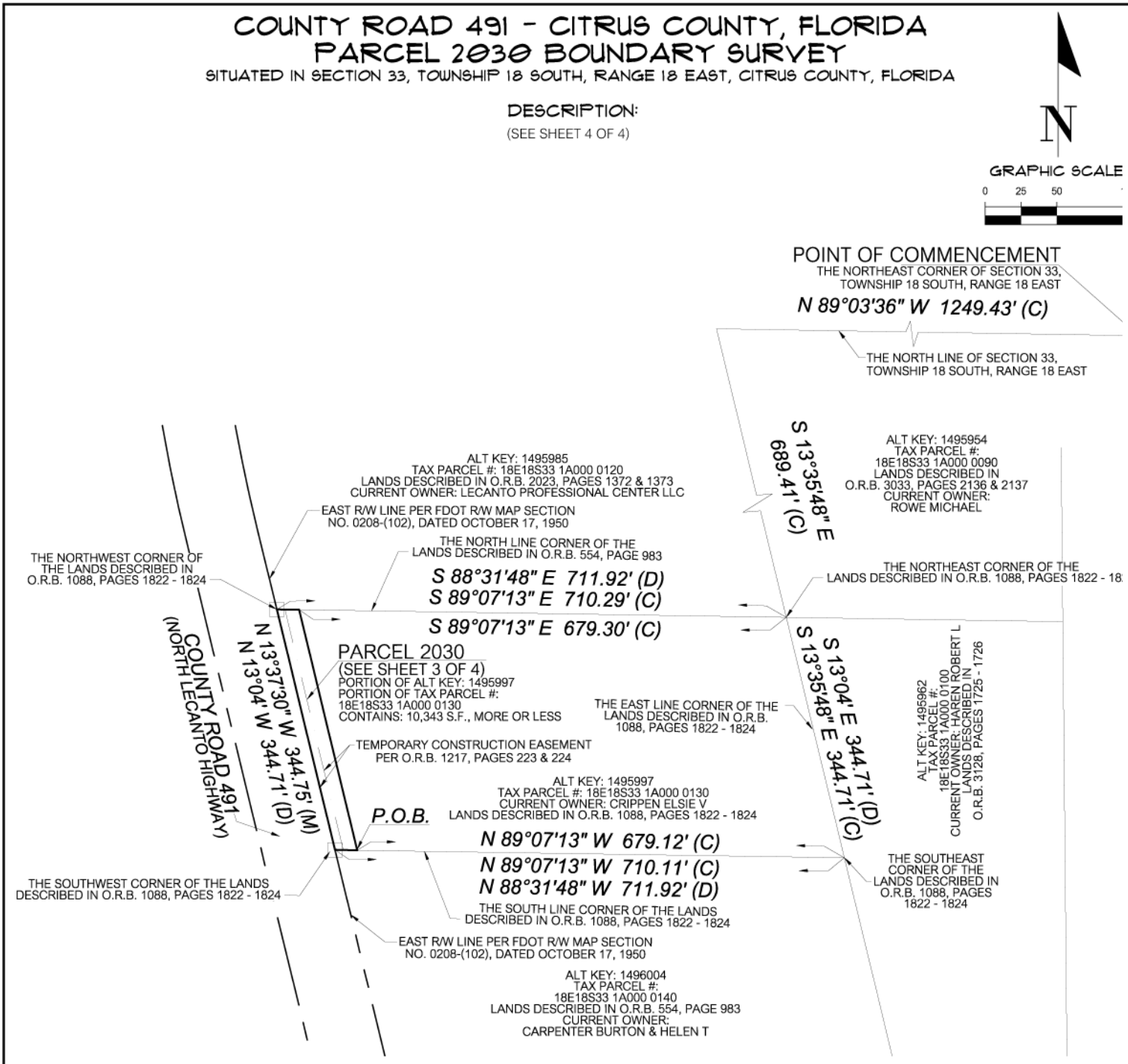
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2030 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

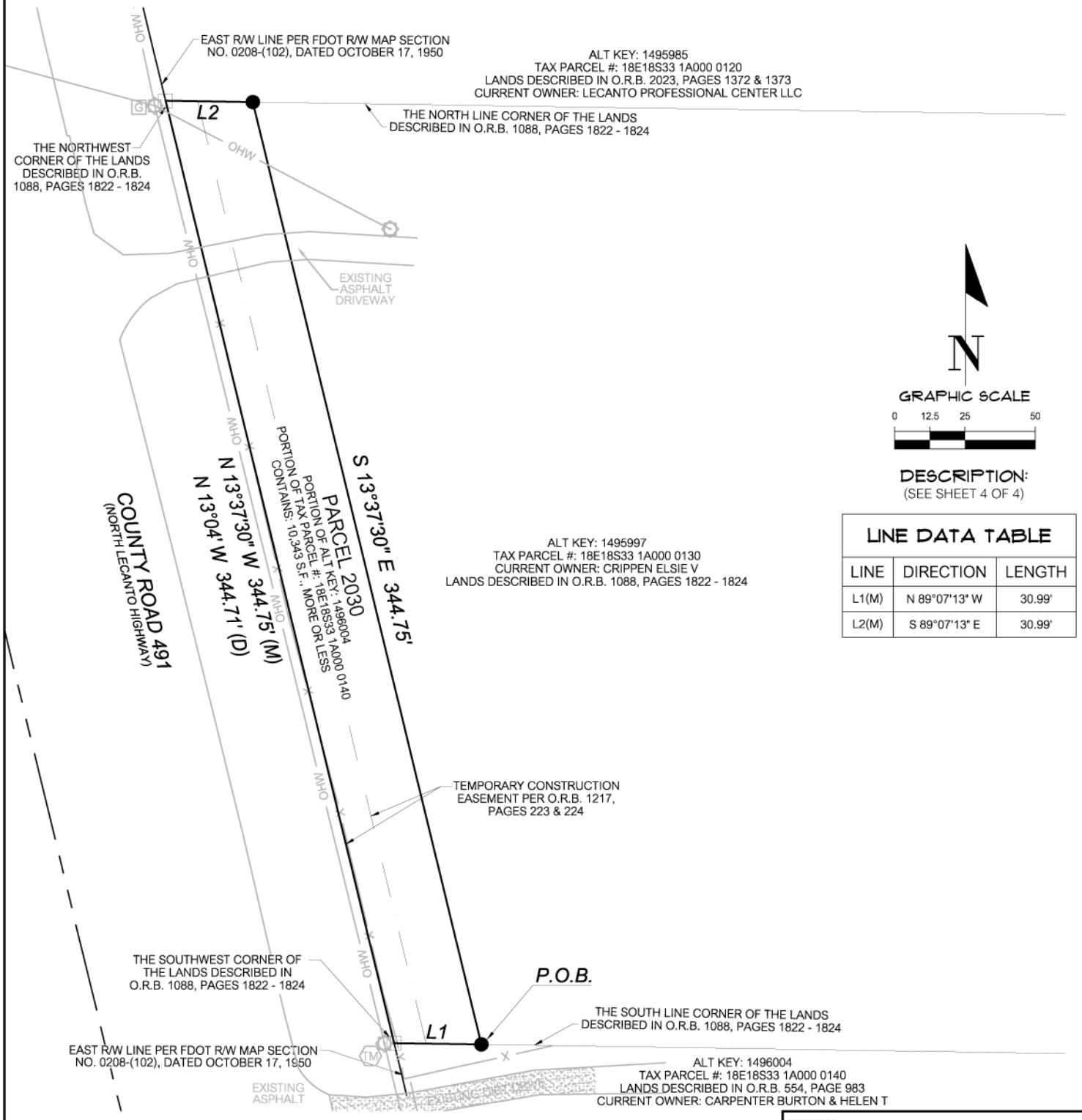
DATE: 10/04/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2030 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 89°07'13" W	30.99'
L2(M)	S 89°07'13" E	30.99'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 3 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/04/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2030 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1088, PAGES 1822 THROUGH 1824 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1249.43 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 33, SOUTH 13°35'48" EAST, A DISTANCE OF 689.41 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE SOUTH 13°35'48" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 344.71 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 89°07'13" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 679.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°07'13" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 30.99 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT LYING THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE NORTH 13°37'30" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 344.75 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°07'13" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 30.99 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTH 13°37'30" EAST, A DISTANCE OF 344.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 10,343 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/04/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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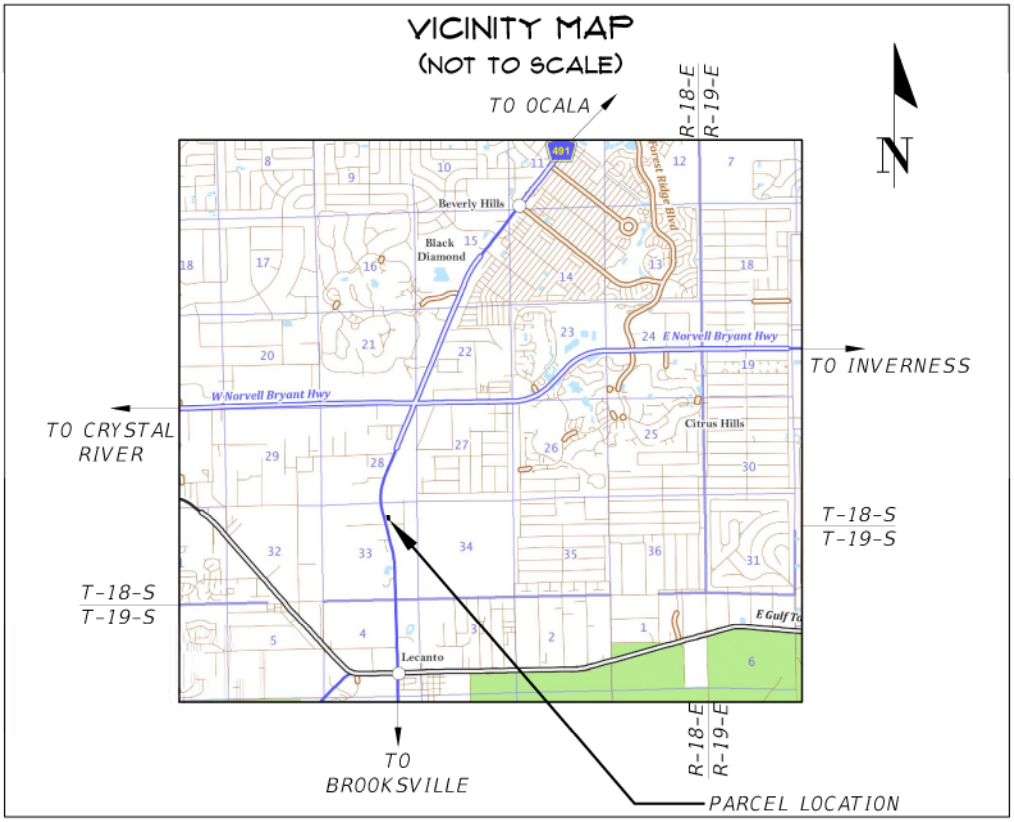
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2030 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26414-2030, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: RESTRICTIONS AS DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED JUNE 28, 1995 AND RECORDED JULY 13, 1995 IN OFFICIAL RECORDS BOOK 1088, PAGE 1822 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 3"X3" CONCRETE NO IDENTIFICATION
- = FOUND 5/8" STEEL REBAR & CAP MARKED "LB 2108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- TM = EXISTING TELEPHONE LINE MARKER
- G = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

= DIRT SURFACE

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

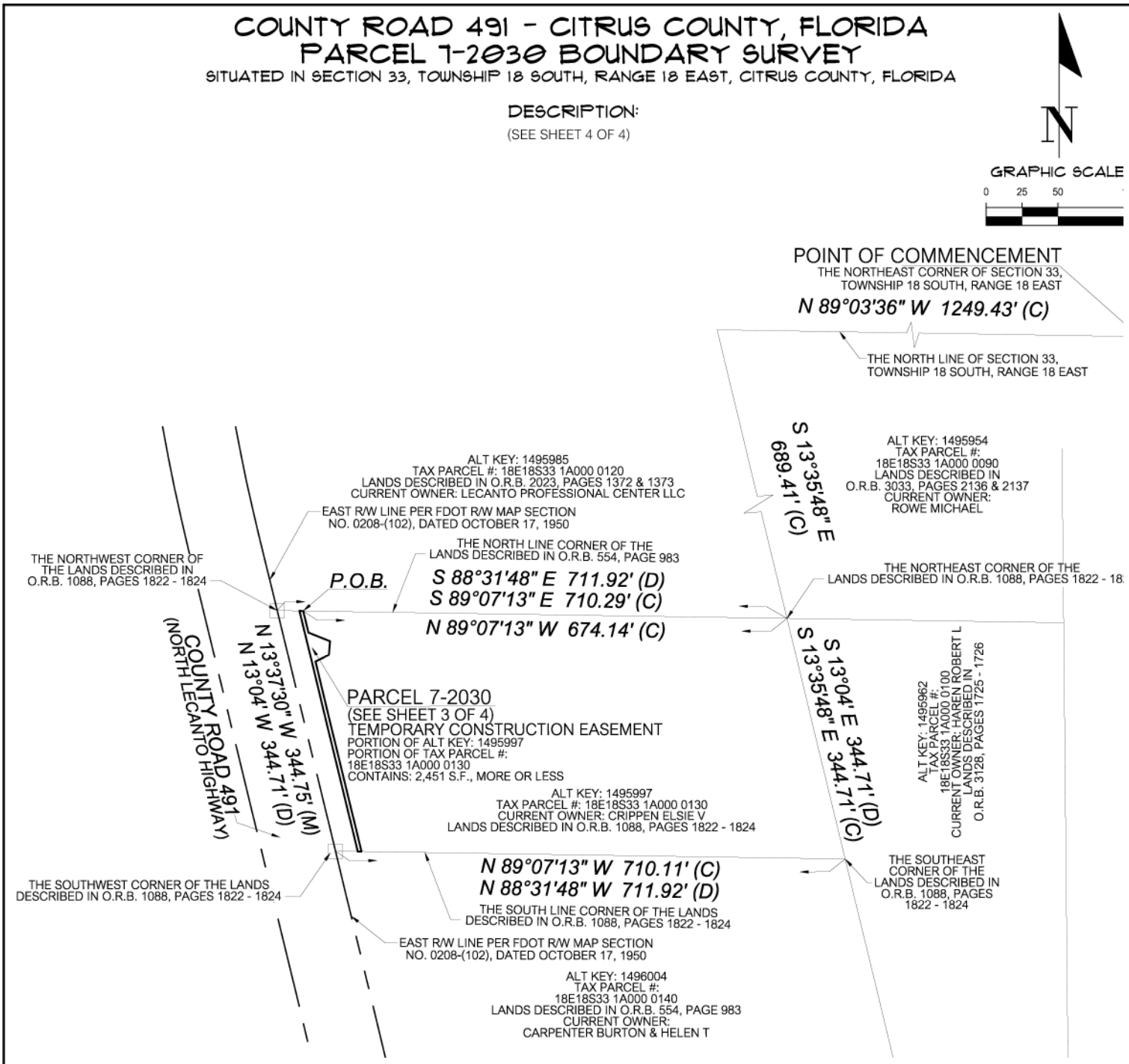
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2030 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 2 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

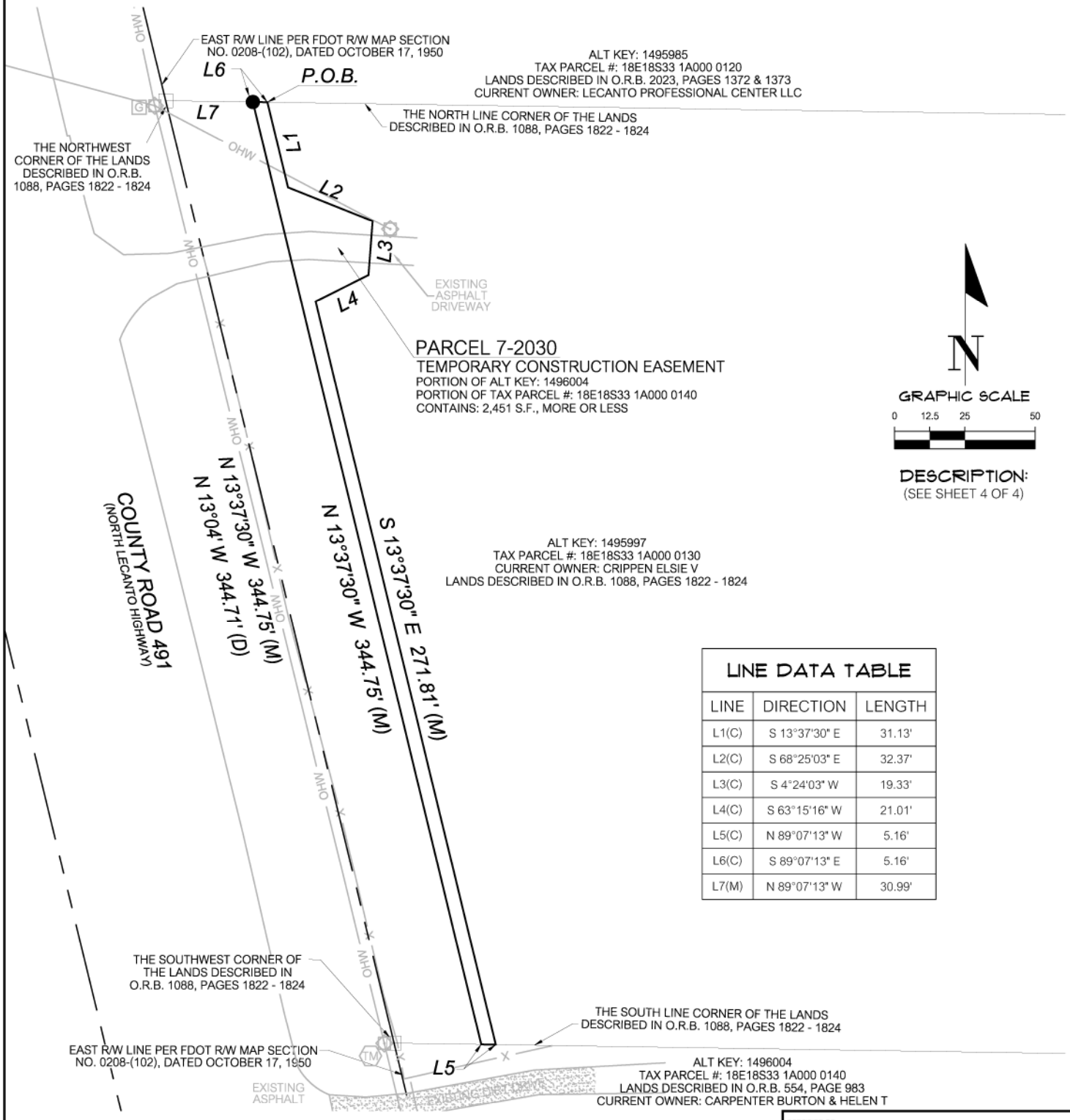
DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2030 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(C)	S 13°37'30" E	31.13'
L2(C)	S 68°25'03" E	32.37'
L3(C)	S 4°24'03" W	19.33'
L4(C)	S 63°15'16" W	21.01'
L5(C)	N 89°07'13" W	5.16'
L6(C)	S 89°07'13" E	5.16'
L7(M)	N 89°07'13" W	30.99'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 3 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2030 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1088, PAGES 1822 THROUGH 1824 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1249.43 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 33, SOUTH 13°35'48" EAST, A DISTANCE OF 689.41 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS; THENCE NORTH 89°07'13" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 674.14 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTH 13°37'30" EAST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 68°25'03" EAST, A DISTANCE OF 32.37 FEET; THENCE SOUTH 4°24'03" WEST, A DISTANCE OF 19.33 FEET; THENCE SOUTH 63°15'16" WEST, A DISTANCE OF 21.01 FEET; THENCE SOUTH 13°37'30" EAST, A DISTANCE OF 271.81 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 89°07'13" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 5.16 FEET; THENCE NORTH 13°37'30" WEST, A DISTANCE OF 344.75 FEET TO THE NORTH LINE OF SAID LANDS; THENCE SOUTH 89°07'13" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 5.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2,451 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CRIPPEN ELISE V

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/11/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

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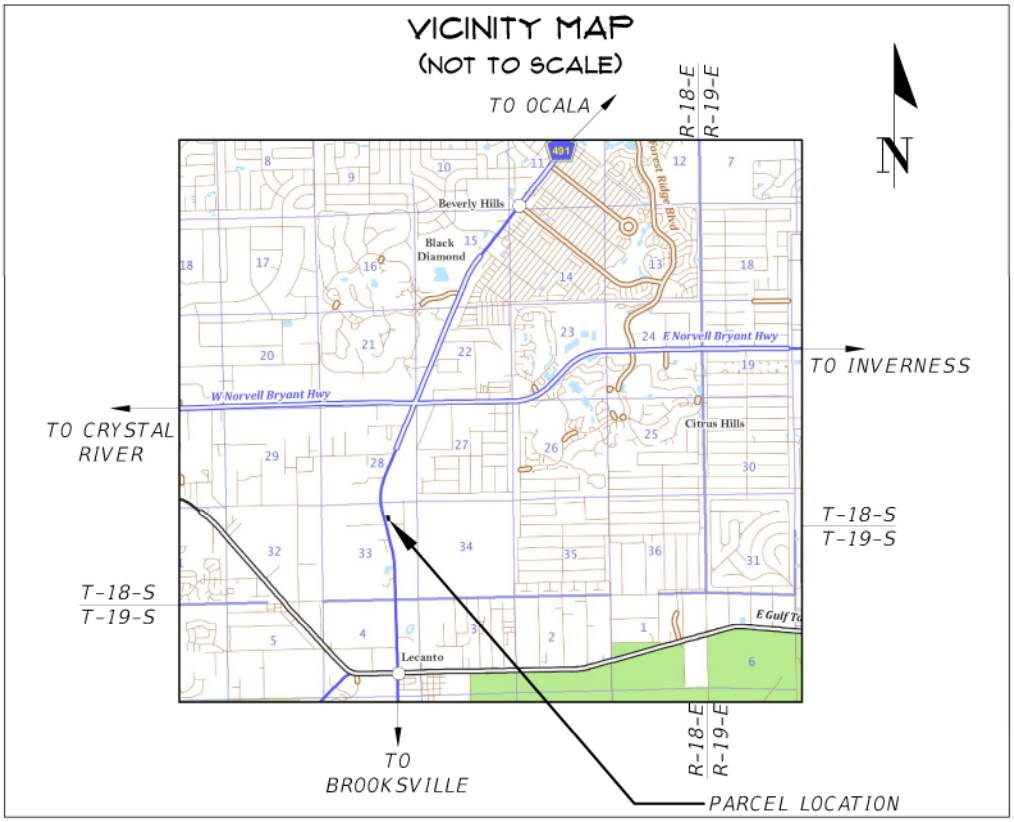
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2032 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2032, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: MINERAL RIGHT AND ROYALTY TRANSFER FROM WARNELL GLISSON, JOINED BY HIS WIFE, PERNIE GLISSON, TO JOHN N. SHIPLEY, DATED APRIL 1, 1949 AND RECORDED APRIL 21, 1949 IN DEED BOOK 87, PAGE 367, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: TEMPORARY CONSTRUCTION EASEMENT FROM FRANK J. HACKL AND LINDA S. HACKL, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, DATED JULY 23, 1997 AND RECORDED DECEMBER 1, 1997 IN OFFICIAL RECORDS BOOK 1217, PAGE 211, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 3"X3" CONCRETE NO IDENTIFICATION
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- (TM) = EXISTING TELEPHONE LINE MARKER
- (G) = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- = EXISTING FIRE HYDRANT
- (THH) = EXISTING TELEPHONE HANDHOLE
- = EXISTING WATER VALVE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:
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A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
LECANTO PROFESSIONAL CENTER LLC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/12/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

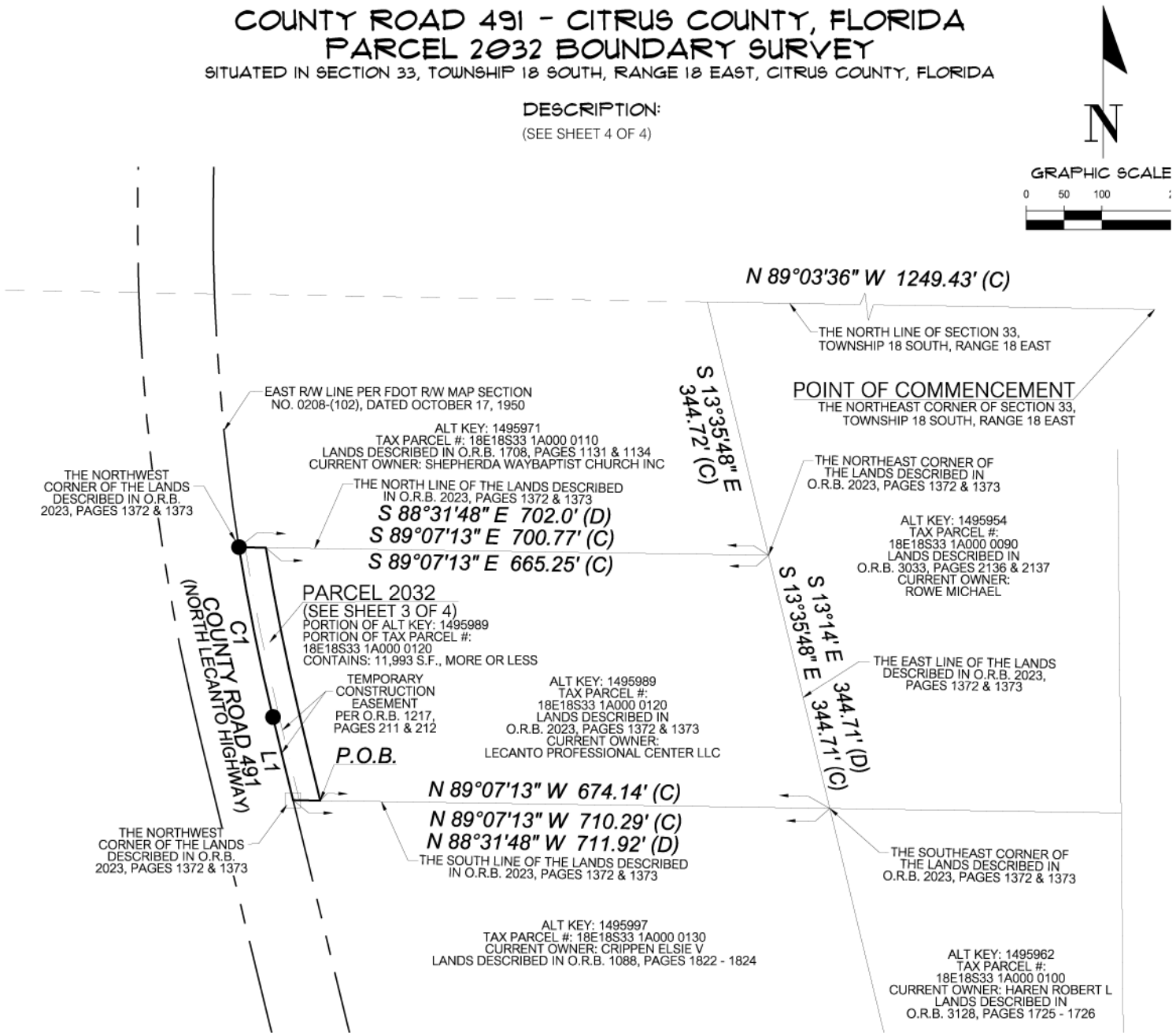
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2032 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	229.88'	2814.93'	4°40'44"	115.00'	229.81'	N 11°17'07" W
C1(D)	229.88'	2814.93'	4°40'44"	115.00'	230.10'	N 10°38' W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 13°37'30" W	112.71'
L1(D)	N 13°04' W	111.65'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
LECANTO PROFESSIONAL CENTER LLC

SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

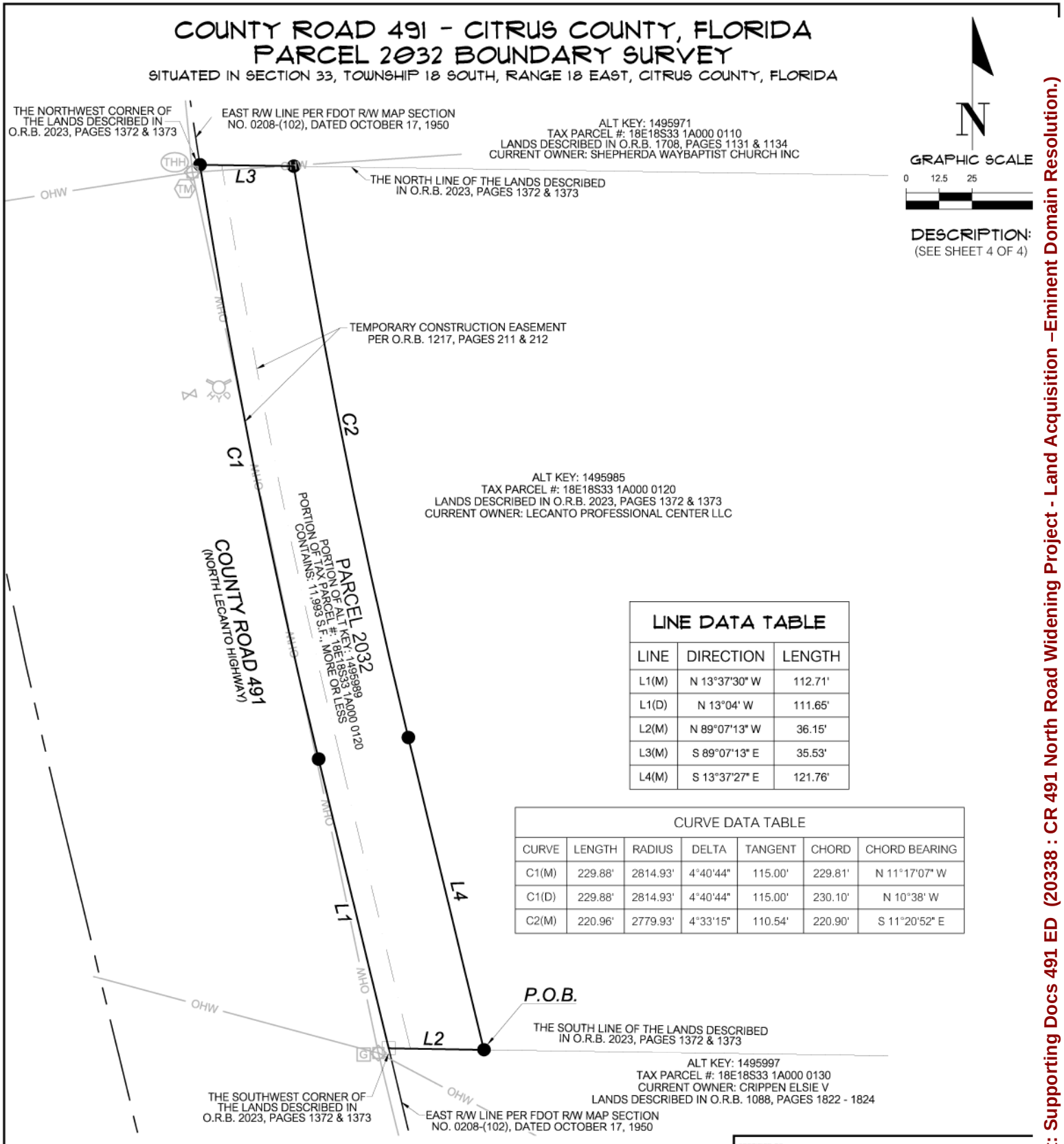
DATE: 10/12/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2032 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	N 13°37'30" W	112.71'
L1(D)	N 13°04' W	111.65'
L2(M)	N 89°07'13" W	36.15'
L3(M)	S 89°07'13" E	35.53'
L4(M)	S 13°37'27" E	121.76'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	229.88'	2814.93'	4°40'44"	115.00'	229.81'	N 11°17'07" W
C1(D)	229.88'	2814.93'	4°40'44"	115.00'	230.10'	N 10°38' W
C2(M)	220.96'	2779.93'	4°33'15"	110.54'	220.90'	S 11°20'52" E

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/12/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2032 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2023, PAGES 1372 THROUGH 1373 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1249.43 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 33, SOUTH 13°35'48" EAST, A DISTANCE OF 344.72 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS; THENCE SOUTH 13°35'48" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 344.71 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 89°07'13" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 674.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, NORTH 89°07'13" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 36.15 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT LYING THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE NORTH 13°37'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 112.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2814.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 11°17'07" WEST, 229.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG AID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 4°40'44", AN ARC LENGTH OF 229.88 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 89°07'13" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 35.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2779.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 11°20'52" EAST, 220.90 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°33'15", AN ARC LENGTH OF 220.96 FEET TO THE END OF SAID CURVE; THENCE SOUTH 13°37'27" EAST, A DISTANCE OF 121.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 11,993 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
LECANTO PROFESSIONAL CENTER LLC

SHEET NO.
4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/12/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

11801 Research Dri
Alachua, Florida 326
(352) 331-19
www.chw-inc.co

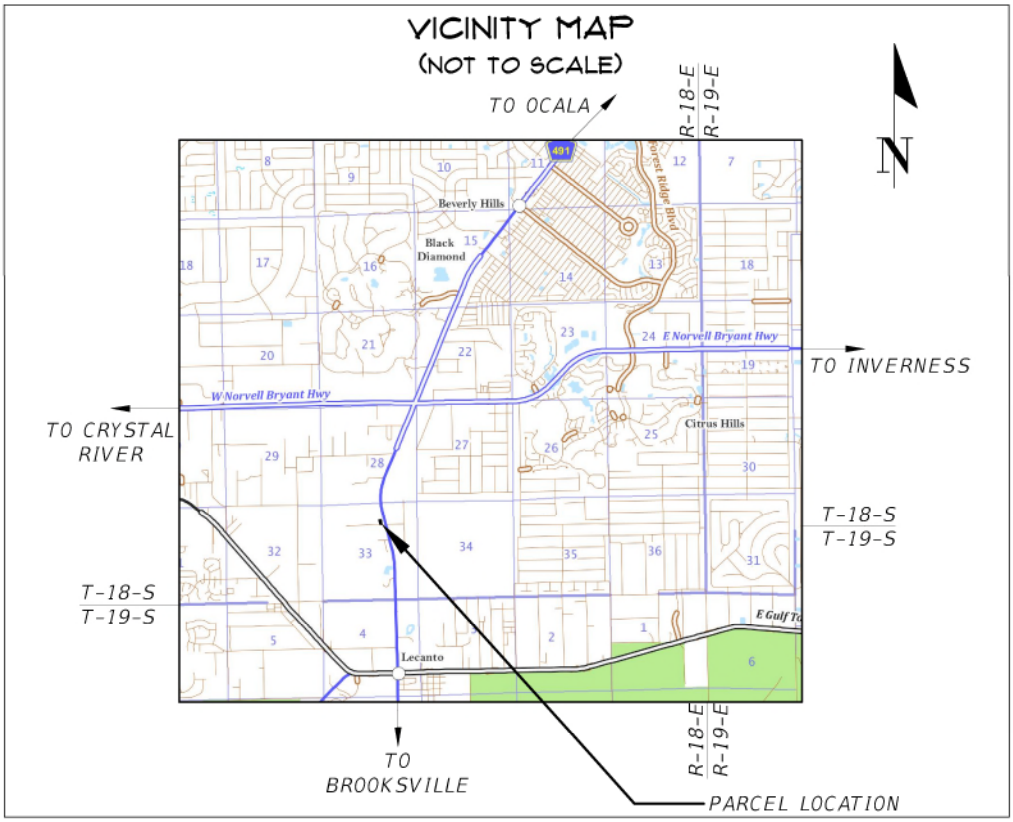
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2033 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26441-2033, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: UNRECORDED LEASE BY AND BETWEEN CITRUS COUNT:Y REAL ESTATE INVESTORS, LLC AND CITRUS COUNT:Y OPERATIONS, LLC AS EVIDENCED BY MEMORANDUM OF LEASE DATED NOVEMBER 11, 2015 AND RECORDED DECEMBER 7, 2015 IN OFFICIAL RECORDS BOOK 2727, PAGE 1616; AS AFFECTED BY LEASE SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2727, PAGE 1621; BOTH OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MARKED "LB 1108"
- = SET CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- EH = EXISTING ELECTRIC HANDHOLE
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING GROUND LIGHT FIXTURE
- SS = EXISTING SANITARY SEWER MANHOLE
- te = EXISTING TELEPHONE PEDESTAL

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/05/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
11801 Research Dri
Alachua, Florida 326
(352) 331-19
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est. 1988 FLORID
CA-50

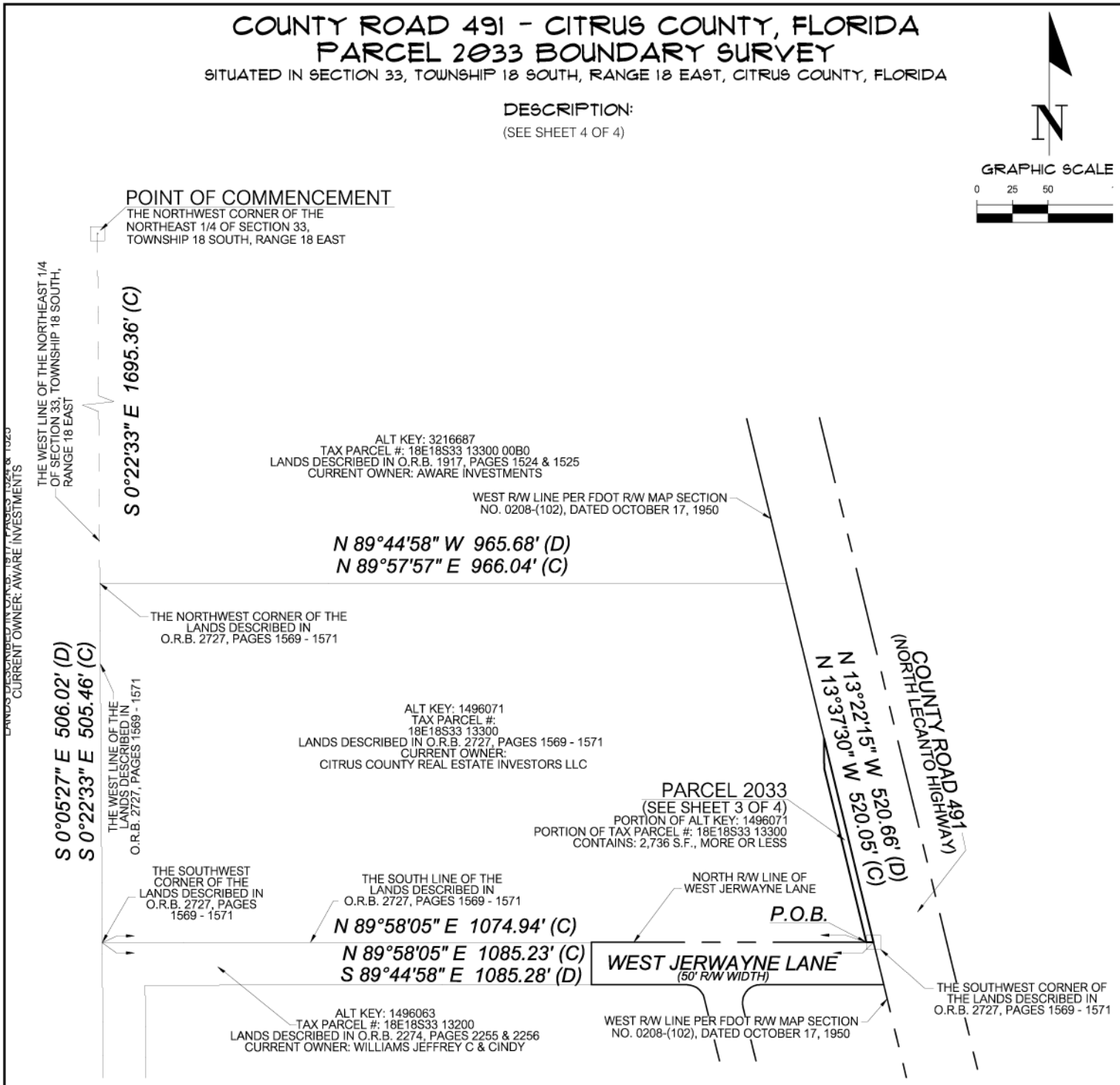
Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2033 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:

(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

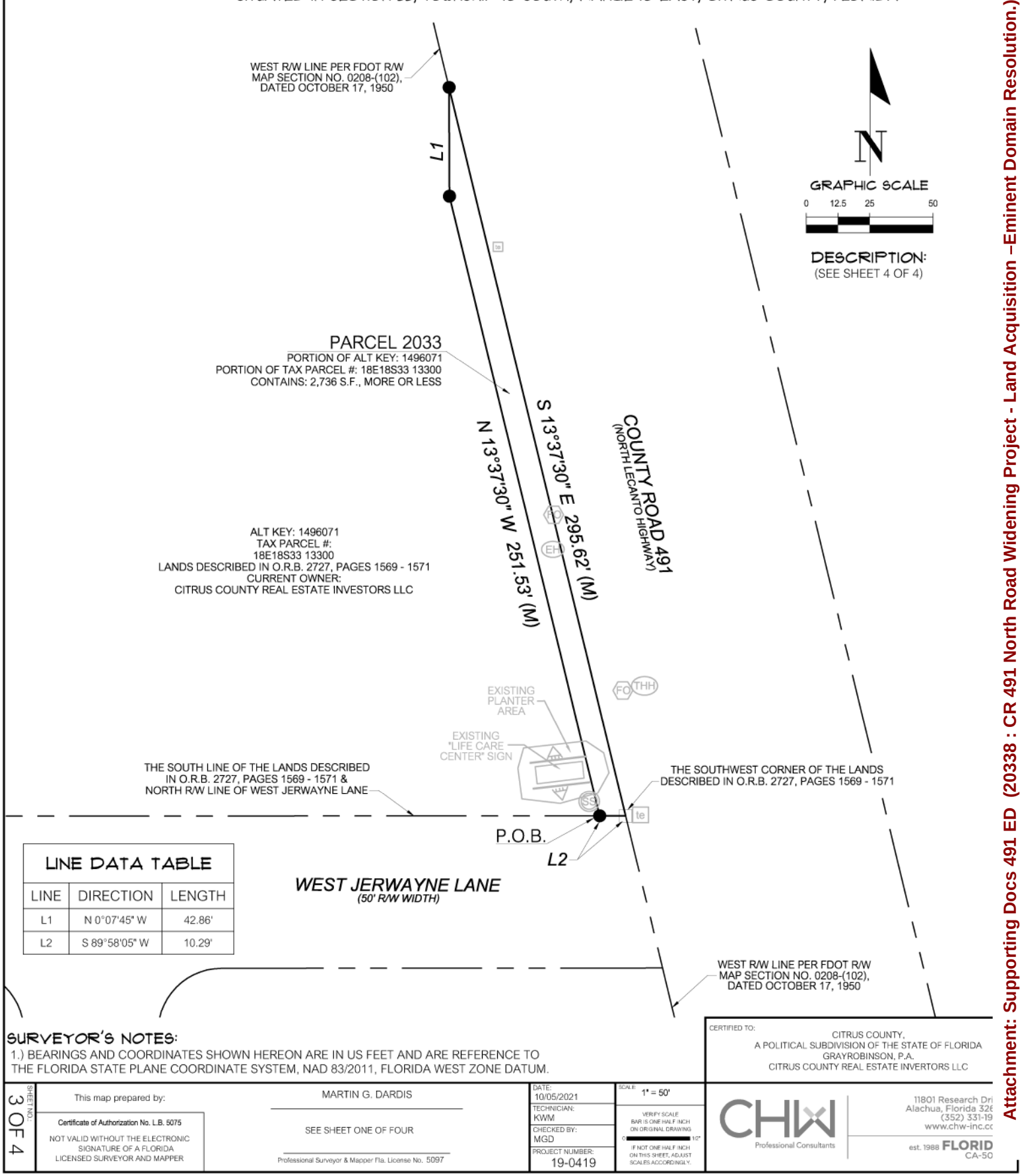
DATE: 10/05/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW Professional Consultants
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www.chw-inc.co
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2033 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 0°07'45" W	42.86'
L2	S 89°58'05" W	10.29'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/05/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2033 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2727, PAGES 1569 THROUGH 1571 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1695.36 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF SAID LANDS AND ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 505.46 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, NORTH 89°58'05" EAST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG THE THE WESTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF WEST JERWAYNE LANE (HAVING A RIGHT OF WAY WIDTH OF 60 FEET), AS SHOWN ON THE PLAT OF ALLEN RIDGE PROFESSIONAL VILLAGE, AS RECORDED IN PLAT BOOK 14, PAGES 60 AND 61 OF SAID PUBLIC RECORDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1074.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTH 13°37'30" WEST, A DISTANCE OF 251.53 FEET; THENCE NORTH 0°07'45" WEST, A DISTANCE OF 42.86 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, ALSO BEING THE EAST LINE OF SAID LANDS; THENCE SOUTH 13°37'30" EAST, ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 295.62 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 89°58'05" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND AFOREMENTIONED NORTH RIGHT OF WAY LINE, A DISTANCE OF 10.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2,736 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
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GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 4 OF 4

This map prepared by:

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SEE SHEET ONE OF FOUR

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DATE: 10/05/2021
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CHW Professional Consultants

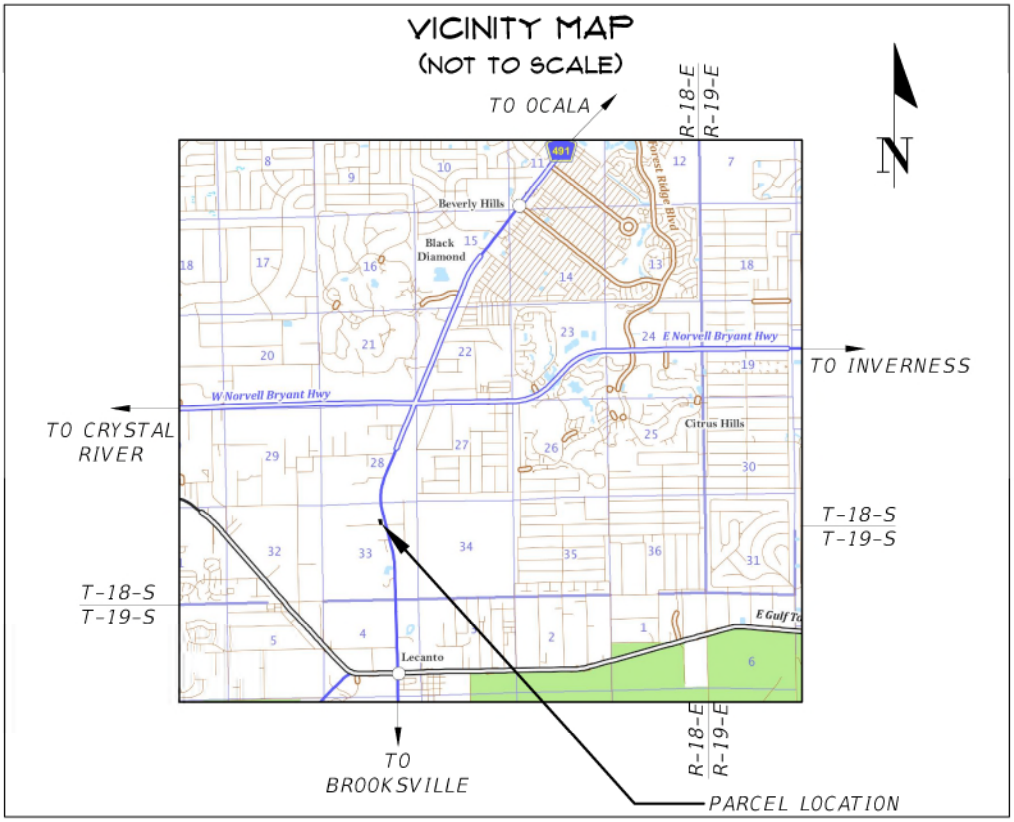
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2033 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26441-2033, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: UNRECORDED LEASE BY AND BETWEEN CITRUS COUNT:Y REAL ESTATE INVESTORS, LLC AND CITRUS COUNT:Y OPERATIONS, LLC AS EVIDENCED BY MEMORANDUM OF LEASE DATED NOVEMBER 11, 2015 AND RECORDED DECEMBER 7, 2015 IN OFFICIAL RECORDS BOOK 2727, PAGE 1616; AS AFFECTED BY LEASE SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2727, PAGE 1621; BOTH OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MARKED "LB 1108"
- = SET CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- EH = EXISTING ELECTRIC HANDHOLE
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- = EXISTING GROUND LIGHT FIXTURE
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FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 1 OF 4

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

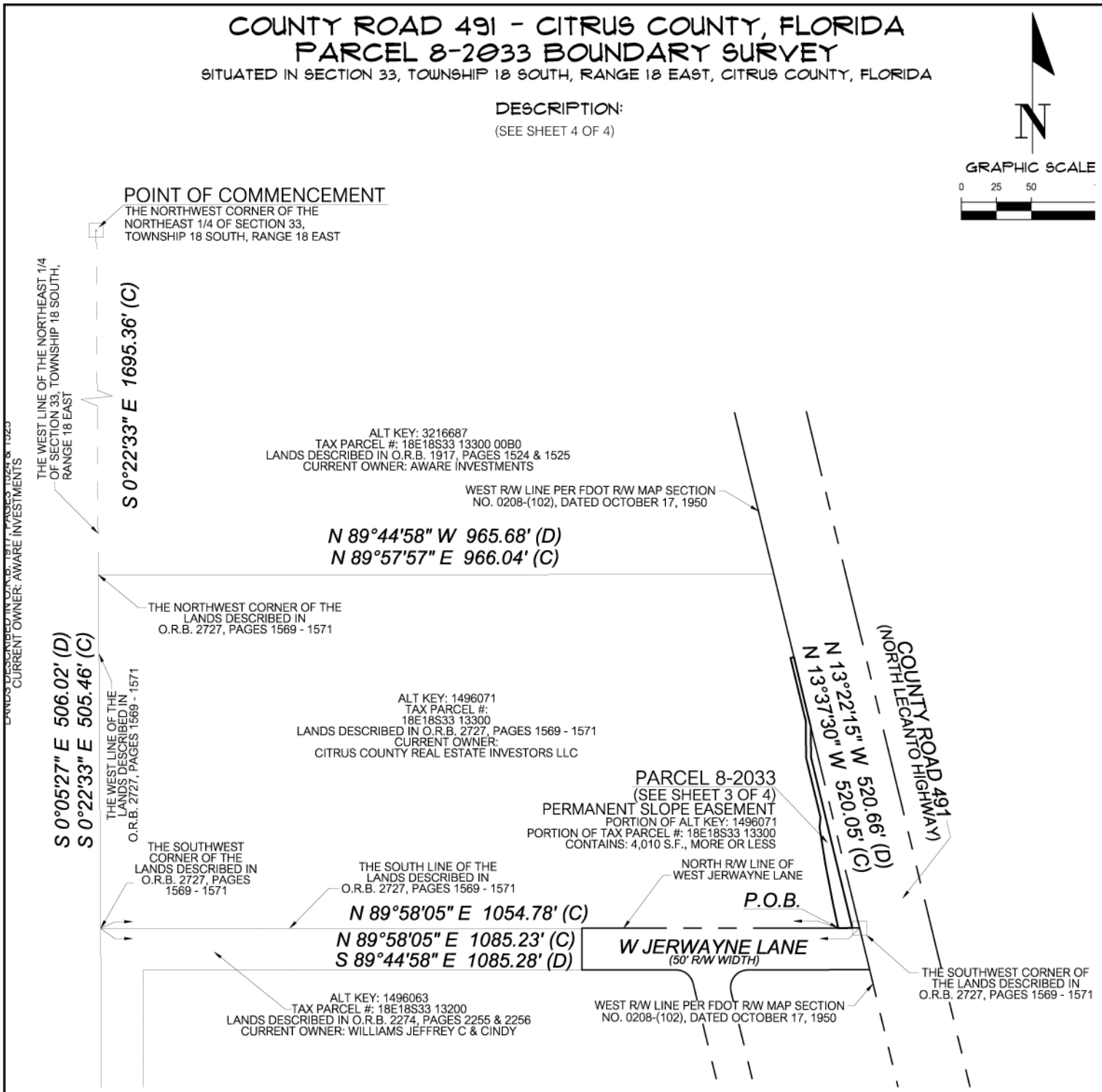
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2033 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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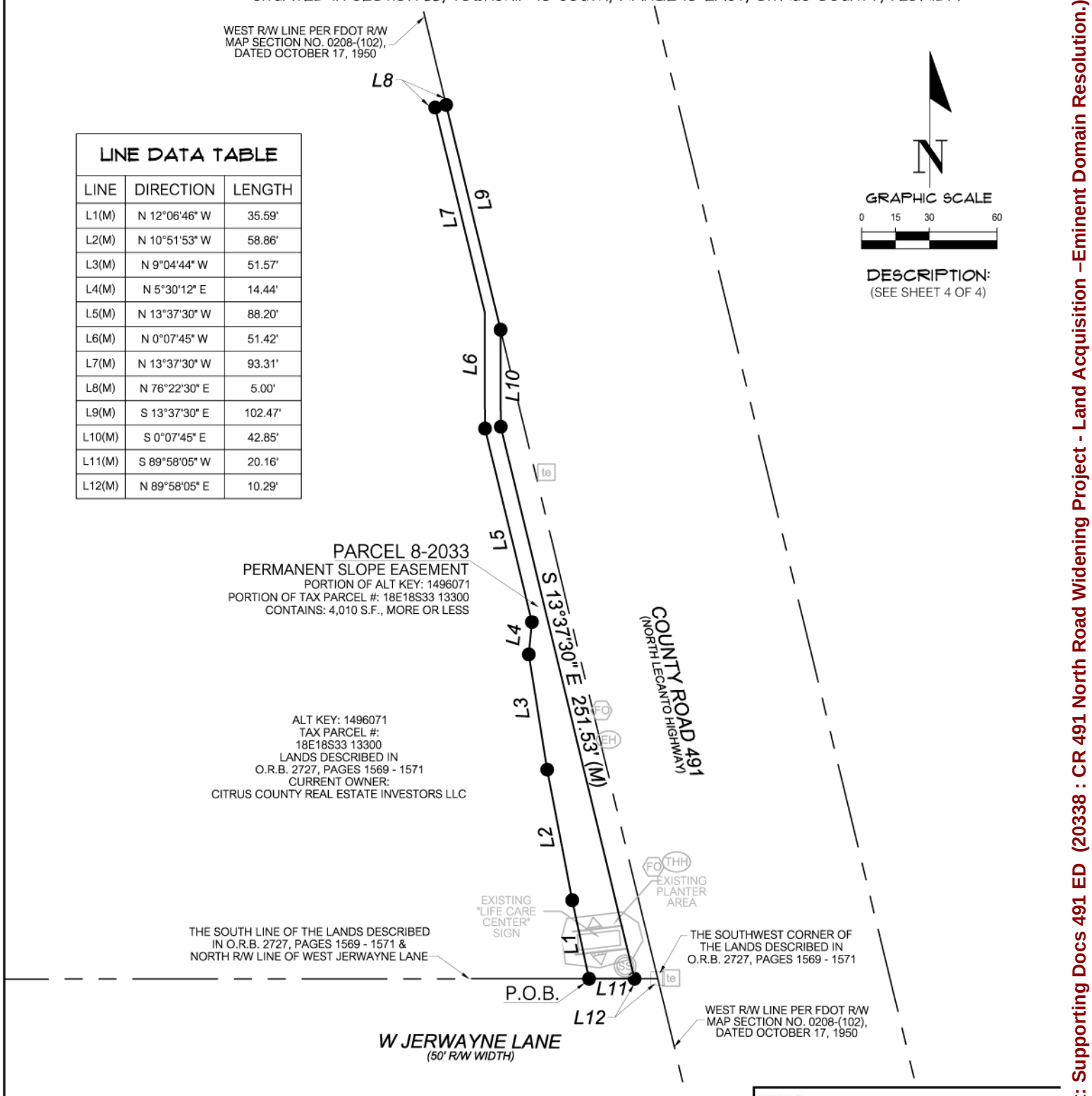
DATE:	01/12/2022
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419
SCALE:	1" = 100'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2033 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 12°06'46" W	35.59'
L2(M)	N 10°51'53" W	58.86'
L3(M)	N 9°04'44" W	51.57'
L4(M)	N 5°30'12" E	14.44'
L5(M)	N 13°37'30" W	88.20'
L6(M)	N 0°07'45" W	51.42'
L7(M)	N 13°37'30" W	93.31'
L8(M)	N 76°22'30" E	5.00'
L9(M)	S 13°37'30" E	102.47'
L10(M)	S 0°07'45" E	42.85'
L11(M)	S 89°58'05" W	20.16'
L12(M)	N 89°58'05" E	10.29'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 60'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
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CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2033 DESCRIPTION

A PERMANENT SLOPE EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2727, PAGES 1569 THROUGH 1571 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1695.36 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF SAID LANDS AND ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 505.46 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, NORTH 89°58'05" EAST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG THE THE WESTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF WEST JERWAYNE LANE (HAVING A RIGHT OF WAY WIDTH OF 60 FEET), AS SHOWN ON THE PLAT OF ALLEN RIDGE PROFESSIONAL VILLAGE, AS RECORDED IN PLAT BOOK 14, PAGES 60 AND 61 OF SAID PUBLIC RECORDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1054.78 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTH 12°06'46" WEST, A DISTANCE OF 35.59 FEET; THENCE NORTH 10°51'53" WEST, A DISTANCE OF 58.86 FEET; THENCE NORTH 9°04'44" WEST, A DISTANCE OF 51.57 FEET; THENCE NORTH 5°30'12" EAST, A DISTANCE OF 14.44 FEET; THENCE NORTH 13°37'30" WEST, A DISTANCE OF 88.20 FEET; THENCE NORTH 0°07'45" WEST, A DISTANCE OF 51.42 FEET; THENCE NORTH 13°37'30" WEST, A DISTANCE OF 93.31 FEET; THENCE NORTH 76°22'30" EAST, A DISTANCE OF 5.00 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, ALSO BEING THE EAST LINE OF SAID LANDS; THENCE SOUTH 13°37'30" EAST, ALONG THE EAST LINE OF SAID LANDS AND ALONG WEST RIGHT OF WAY LINE, A DISTANCE OF 102.47 FEET; THENCE DEPARTING THE EAST LINE OF SAID LANDS AND WEST RIGHT OF WAY LINE, SOUTH 0°07'45" EAST, A DISTANCE OF 42.85 FEET; THENCE SOUTH 13°37'30" EAST, A DISTANCE OF 251.53 FEET TO THE SOUTH LINE OF SAID LANDS AND AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'05" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 4,010 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

11801 Research Dri
Alachua, Florida 326
(352) 331-19
www.chw-inc.co

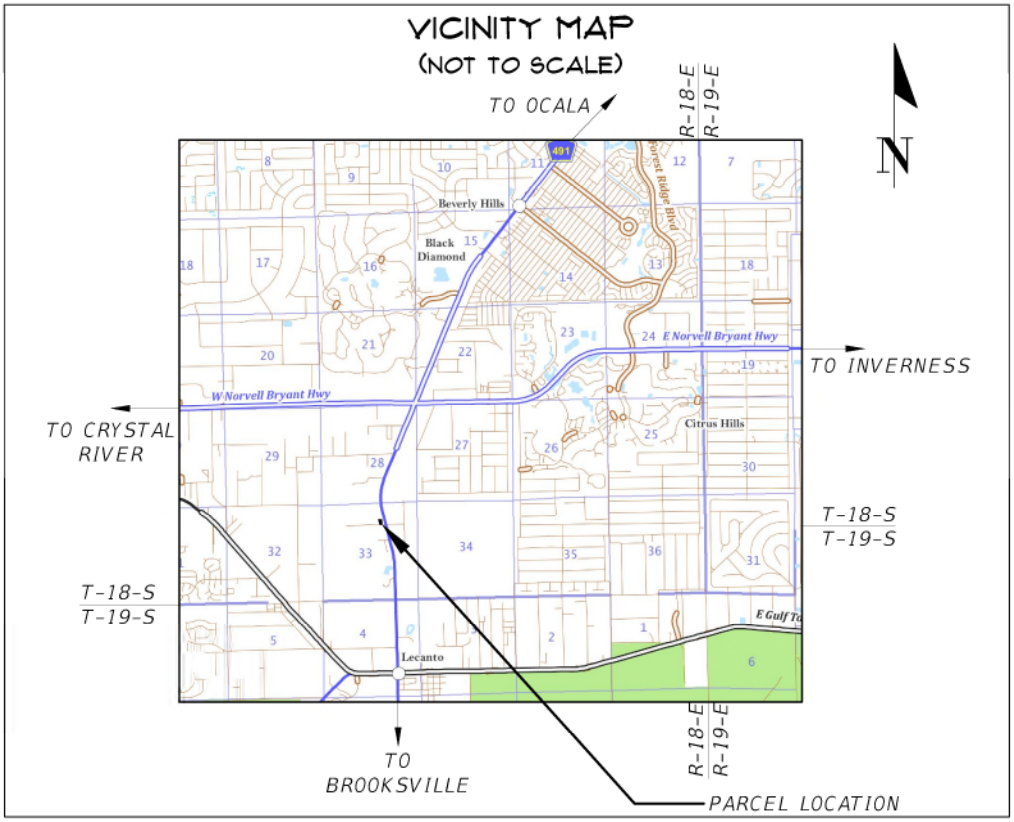
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2033 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26441-2033, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: UNRECORDED LEASE BY AND BETWEEN CITRUS COUNT:Y REAL ESTATE INVESTORS, LLC AND CITRUS COUNT:Y OPERATIONS, LLC AS EVIDENCED BY MEMORANDUM OF LEASE DATED NOVEMBER 11, 2015 AND RECORDED DECEMBER 7, 2015 IN OFFICIAL RECORDS BOOK 2727, PAGE 1616; AS AFFECTED BY LEASE SUBORDINATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2727, PAGE 1621; BOTH OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MARKED "LB 1108"
- = SET CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- EH = EXISTING ELECTRIC HANDHOLE
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING GROUND LIGHT FIXTURE
- SS = EXISTING SANITARY SEWER MANHOLE
- te = EXISTING TELEPHONE PEDESTAL

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

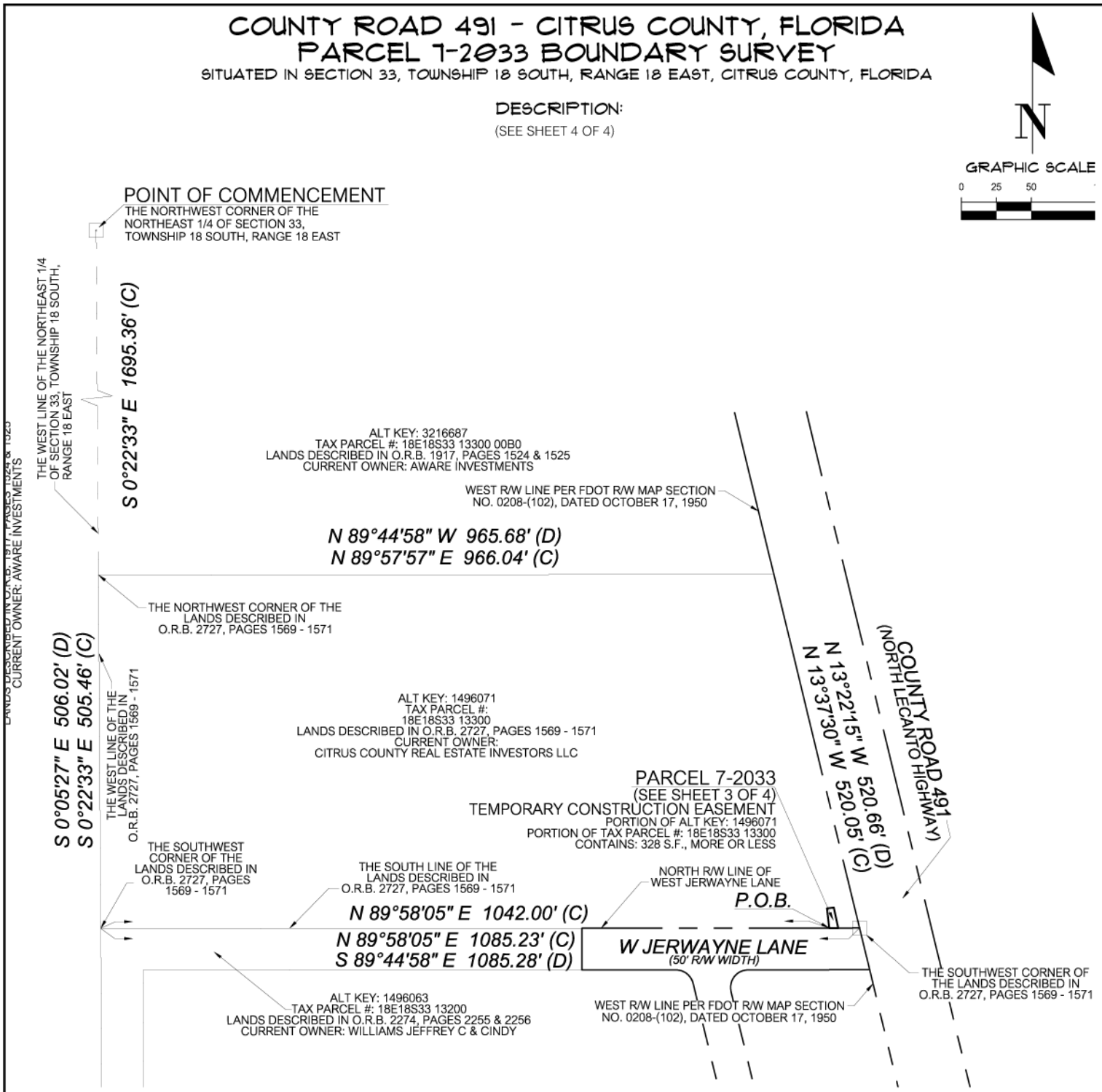
CHW Professional Consultants
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Alachua, Florida 32
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www.chw-inc.c
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2033 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	01/12/2022
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

SCALE: 1" = 100'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

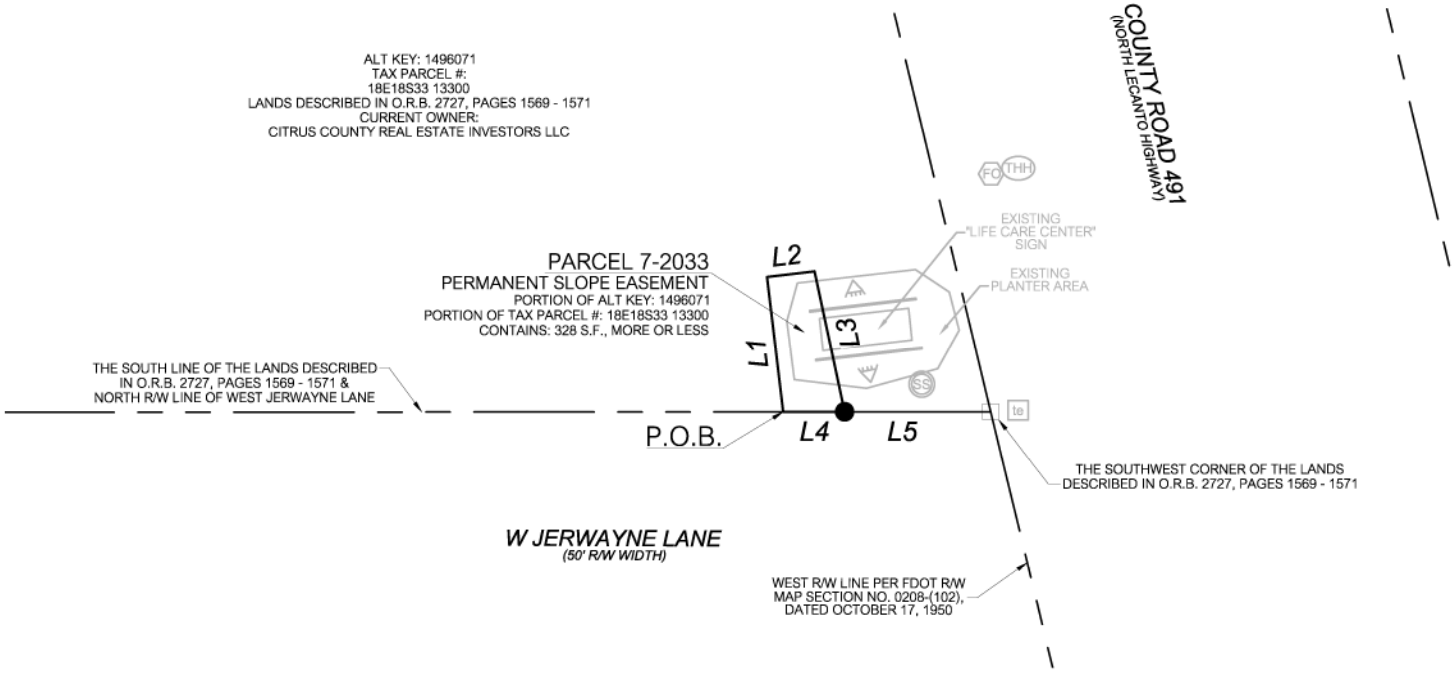
COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2033 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	N 6°49'55" W	28.26'
L2(C)	N 83°10'05" E	9.95'
L3(C)	S 12°06'46" E	29.90'
L4(C)	S 89°58'05" W	12.79'
L5(M)	S 89°58'05" W	30.45'

N

GRAPHIC SCALE
0 10 20 40

DESCRIPTION:
(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 3 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 40'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2033 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2727, PAGES 1569 THROUGH 1571 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1695.36 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF SAID LANDS AND ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 505.46 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, NORTH 89°58'05" EAST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG THE THE WESTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF WEST JERWAYNE LANE (HAVING A RIGHT OF WAY WIDTH OF 60 FEET), AS SHOWN ON THE PLAT OF ALLEN RIDGE PROFESSIONAL VILLAGE, AS RECORDED IN PLAT BOOK 14, PAGES 60 AND 61 OF SAID PUBLIC RECORDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1042.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTH 6°49'55" WEST, A DISTANCE OF 28.26 FEET; THENCE NORTH 83°10'05" EAST, A DISTANCE OF 9.95 FEET; THENCE SOUTH 12°06'46" EAST, A DISTANCE OF 29.90 FEET TO THE SOUTH LINE OF SAID LANDS AND AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'05" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 12.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 328 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CITRUS COUNTY REAL ESTATE INVERTORS LLC

SHEET NO. 4 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

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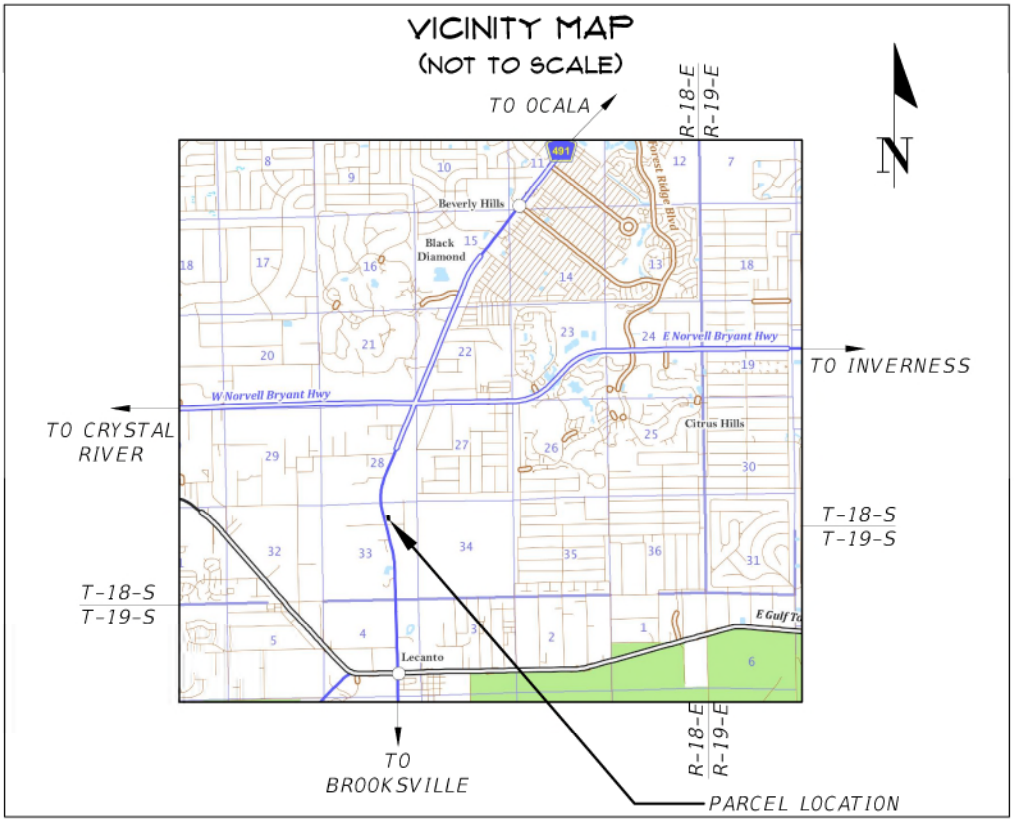
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2034 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2034, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: RESTRICTIONS AS SET FORTH IN THAT CERTAIN DEED FROM HAROLD B. SKIDMORE, JR. AND VIRGINIA M. SKIDMORE, HIS WIFE, TO ALACHUA BAPTIST ASSOCIATION, INC., FOR SHEPHERD'S WAY BAPTIST CHURCH, A FLORIDA CORPORATION, DATED NOVEMBER 6, 2002 AND RECORDED DECEMBER 5, 2002 IN OFFICIAL RECORDS BOOK 1555, PAGE 354, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT SHOWN HEREON)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- (TM) = EXISTING TELEPHONE LINE MARKER
- (G) = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- (THH) = EXISTING TELEPHONE HANDHOLE
- = EXISTING CATCH BASIN
- = EXISTING METAL LIGHT POLE
- (BFP) = EXISTING BACKFLOW PREVENTOR
- (EH) = EXISTING ELECTRIC HANDHOLE
- (FO) = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING SIGN
- = EXISTING WATER METER
- ST = EXISTING STORM SEWER LINE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 1 OF 4

This map prepared by:

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/13/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

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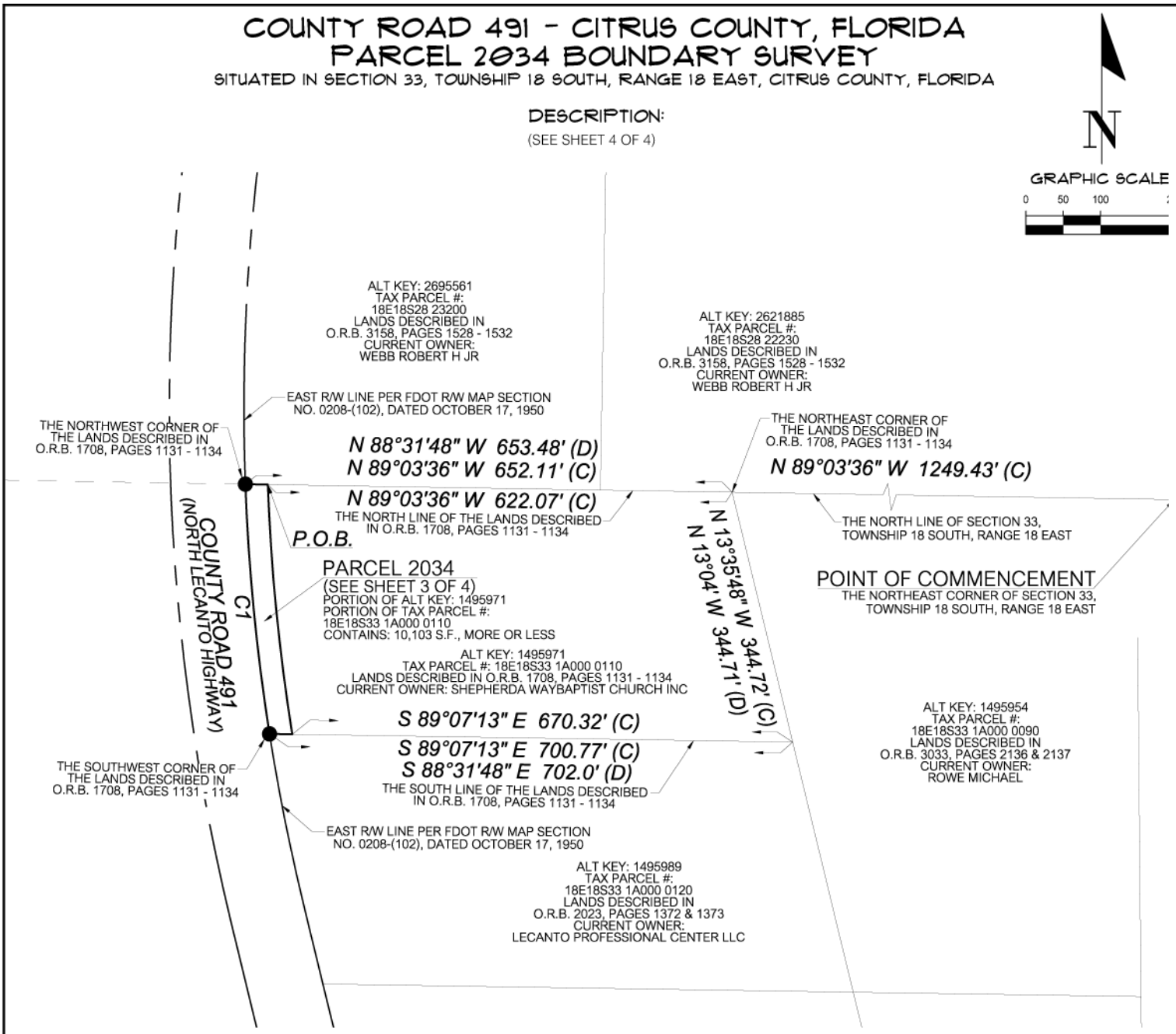
Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2034 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:

(SEE SHEET 4 OF 4)



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	------	------	------	------	335.57'	S 4°57'30" E

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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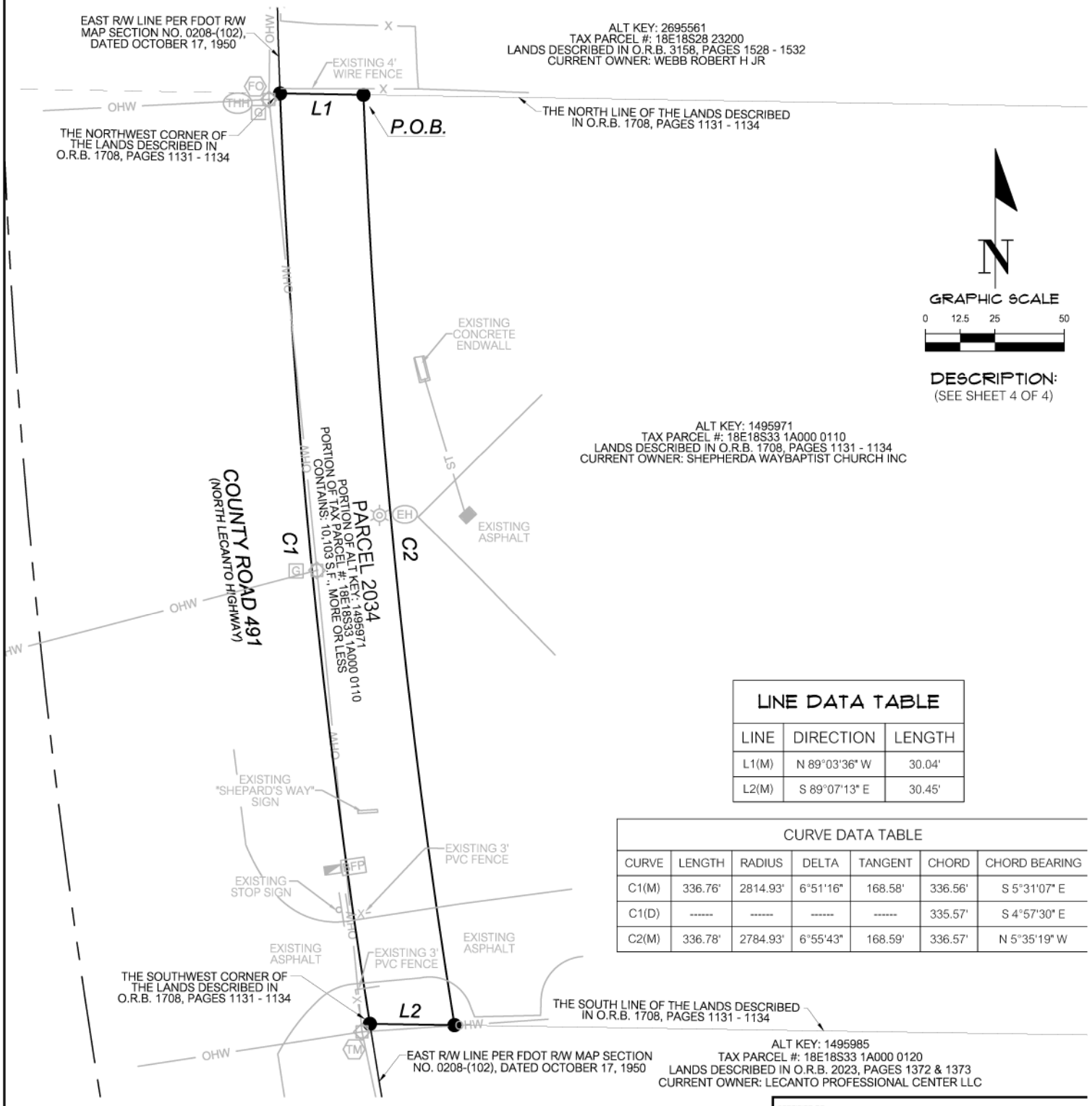
DATE: 10/13/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW Professional Consultants
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 89°03'36" W	30.04'
L2(M)	S 89°07'13" E	30.45'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	-------	-------	-------	-------	335.57'	S 4°57'30" E
C2(M)	336.78'	2784.93'	6°55'43"	168.59'	336.57'	N 5°35'19" W

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 3 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/13/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2034 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1708, PAGES 1131THROUGH 1134 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1249.43 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33 AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 622.07 FEET TO THE POINT OF BEGINNING; THENCE THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33 AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 30.04 FEET TO THE NORTHWEST CORNER OF SAID LANDS SAID POINT LYING THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2814.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 5°31'07" EAST, 336.56 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 6°51'16", AN ARC LENGTH OF 336.76 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE SOUTH 89°07'13" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 30.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 5°35'19" WEST, 336.57 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°55'43", AN ARC LENGTH OF 336.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 10,103 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/13/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

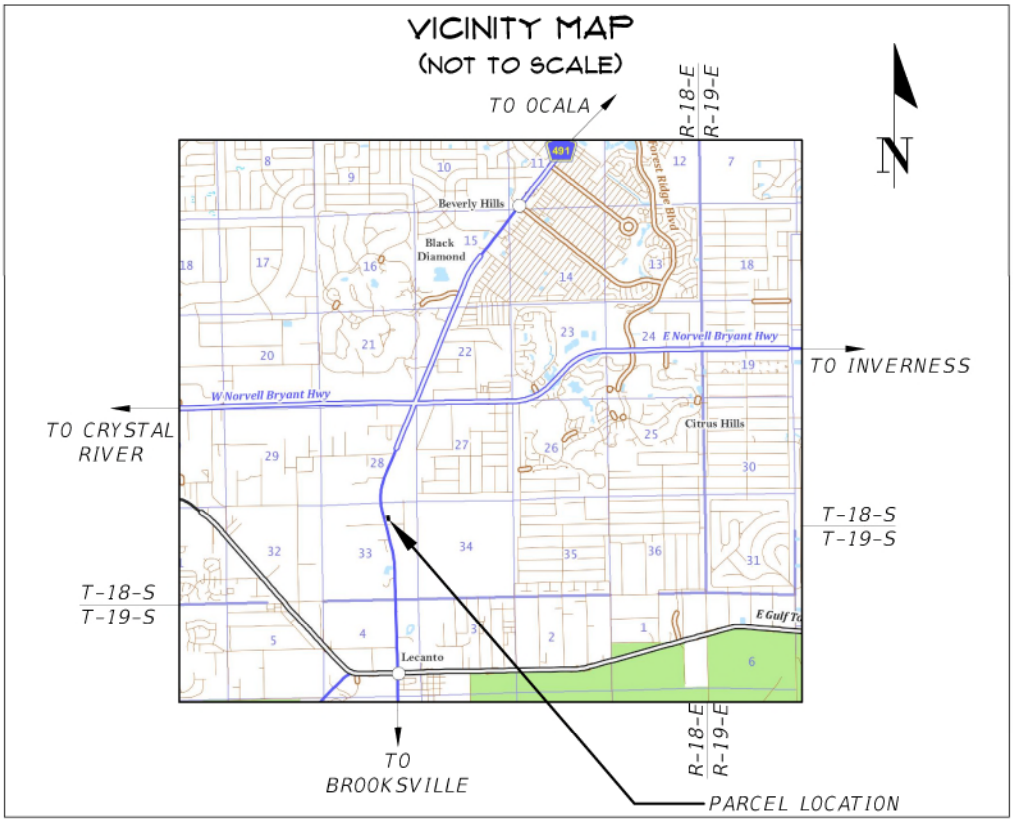
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(352) 331-19
www.chw-inc.co

est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2034, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: RESTRICTIONS AS SET FORTH IN THAT CERTAIN DEED FROM HAROLD B. SKIDMORE, JR. AND VIRGINIA M. SKIDMORE, HIS WIFE, TO ALACHUA BAPTIST ASSOCIATION, INC., FOR SHEPHERD'S WAY BAPTIST CHURCH, A FLORIDA CORPORATION, DATED NOVEMBER 6, 2002 AND RECORDED DECEMBER 5, 2002 IN OFFICIAL RECORDS BOOK 1555, PAGE 354, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT SHOWN HEREON)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- (TM) = EXISTING TELEPHONE LINE MARKER
- (G) = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- (THH) = EXISTING TELEPHONE HANDHOLE
- = EXISTING CATCH BASIN
- = EXISTING METAL LIGHT POLE
- (BFP) = EXISTING BACKFLOW PREVENTOR
- (EH) = EXISTING ELECTRIC HANDHOLE
- (FO) = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING SIGN
- = EXISTING WATER METER
- ST = EXISTING STORM SEWER LINE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

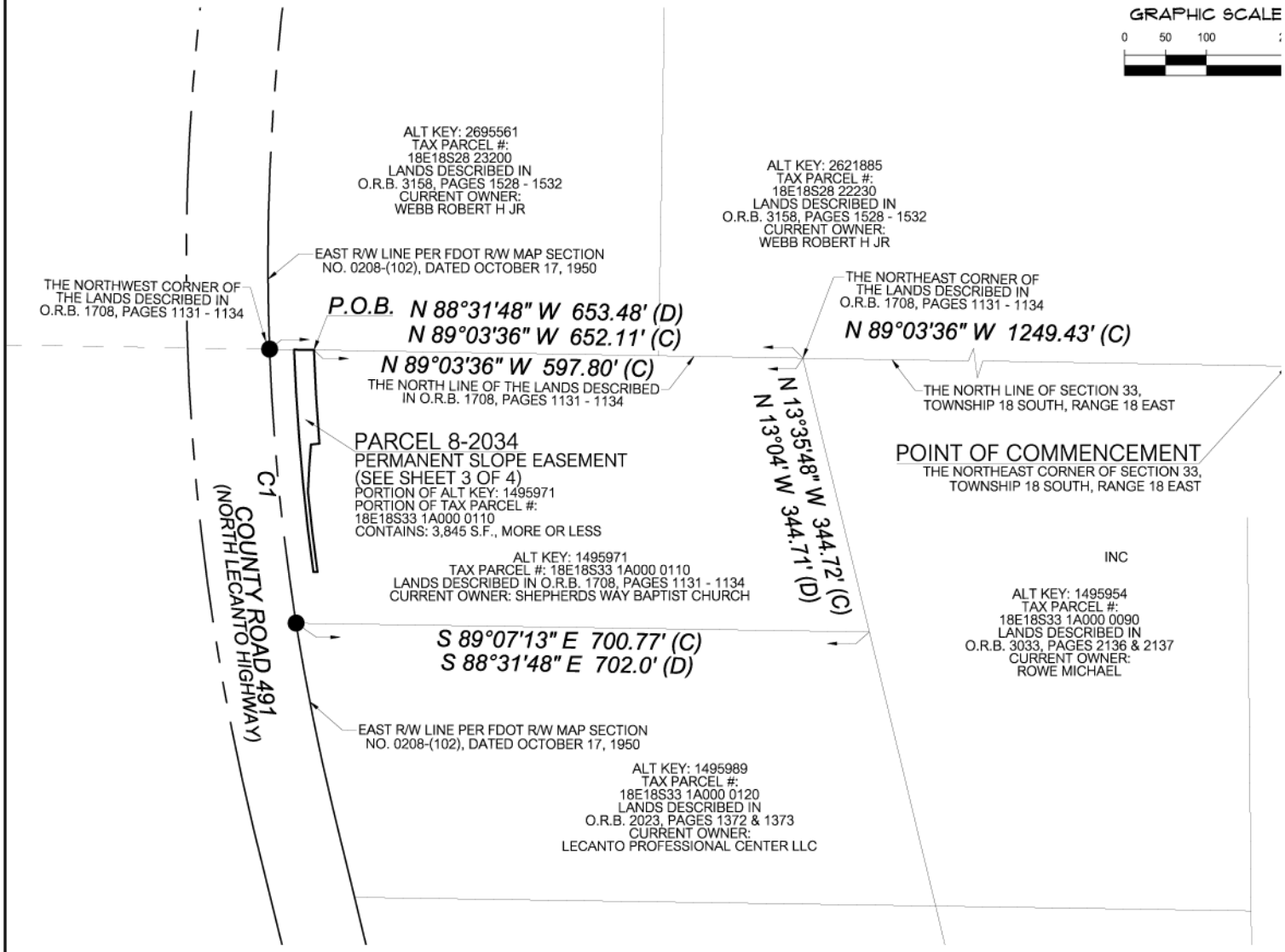
DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Alachua, Florida 326
(352) 331-19
www.chw-inc.co
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	------	------	------	------	335.57'	S 4°57'30" E

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 2 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

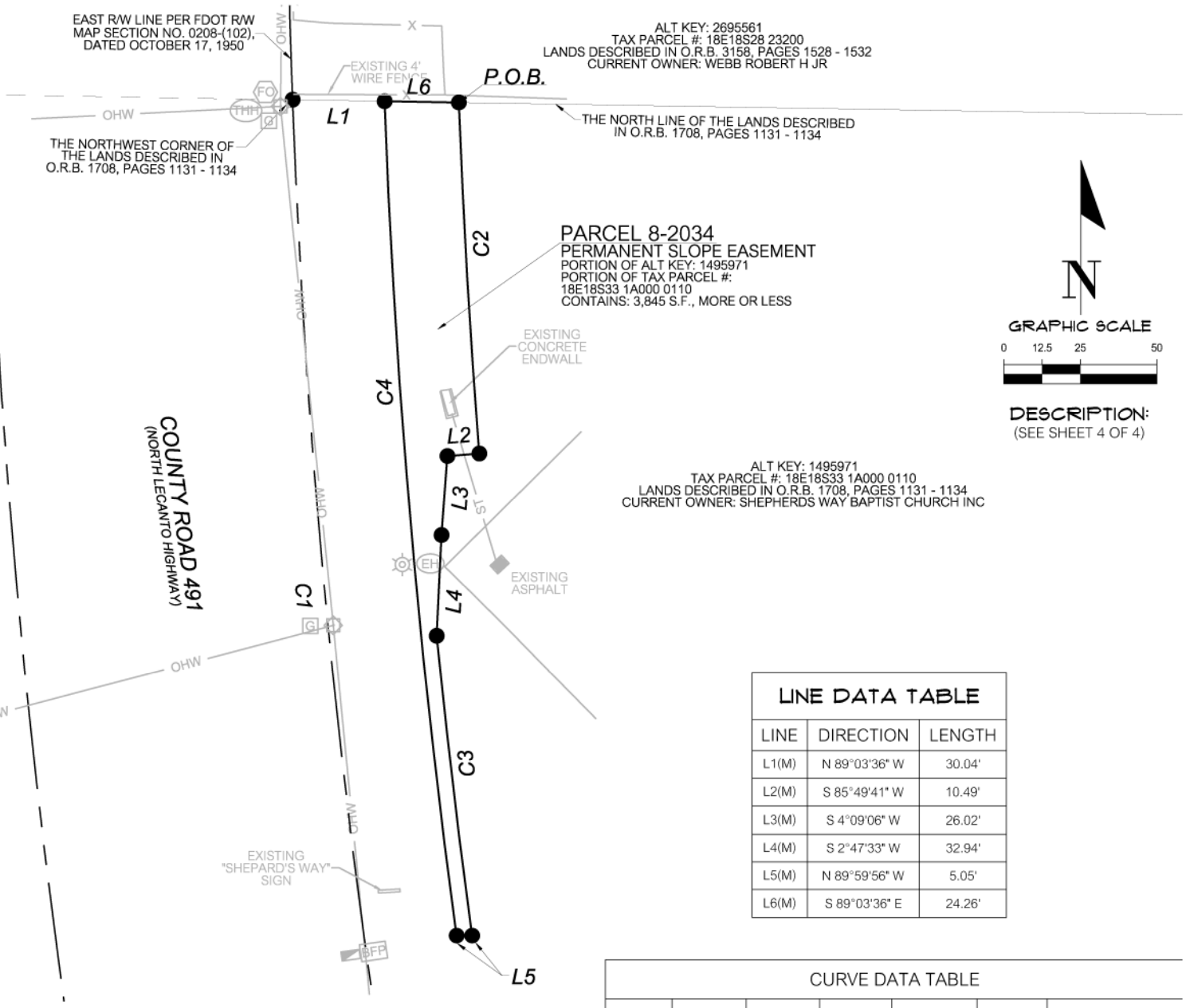
DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 89°03'36" W	30.04'
L2(M)	S 85°49'41" W	10.49'
L3(M)	S 4°09'06" W	26.02'
L4(M)	S 2°47'33" W	32.94'
L5(M)	N 89°59'56" W	5.05'
L6(M)	S 89°03'36" E	24.26'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	------	------	------	------	335.57'	S 4°57'30" E
C2(M)	114.87'	2760.70'	2°23'02"	57.44'	114.86'	S 3°20'35" E
C3(M)	98.65'	2779.93'	2°01'59"	49.33'	98.64'	S 6°45'14" E
C4(M)	273.76'	2784.93'	5°37'56"	136.99'	273.65'	N 4°56'25" W

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 8-2034 DESCRIPTION

A PERMANENT SLOPE EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1708, PAGES 1131THROUGH 1134 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1249.43 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33 AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 597.80 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2760.70 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°20'35" EAST, 114.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°23'02", AN ARC LENGTH OF 114.87 FEET TO THE END OF SAID CURVE; THENCE SOUTH 85°49'41" WEST, A DISTANCE OF 10.49 FEET; THENCE SOUTH 4°09'06" WEST, A DISTANCE OF 26.02 FEET; THENCE SOUTH 2°47'33" WEST, A DISTANCE OF 32.94 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2779.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 6°45'14" EAST, 98.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°01'59", AN ARC LENGTH OF 98.65 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°59'56" WEST, A DISTANCE OF 5.05 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 4°56'25" WEST, 273.65 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°37'56", AN ARC LENGTH OF 273.76 FEET TO AFOREMENTIONED NORTH LINE OF SAID LANDS AND TO THE END OF SAID CURVE; THENCE SOUTH 89°03'36" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 24.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 3,845 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 4 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/12/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

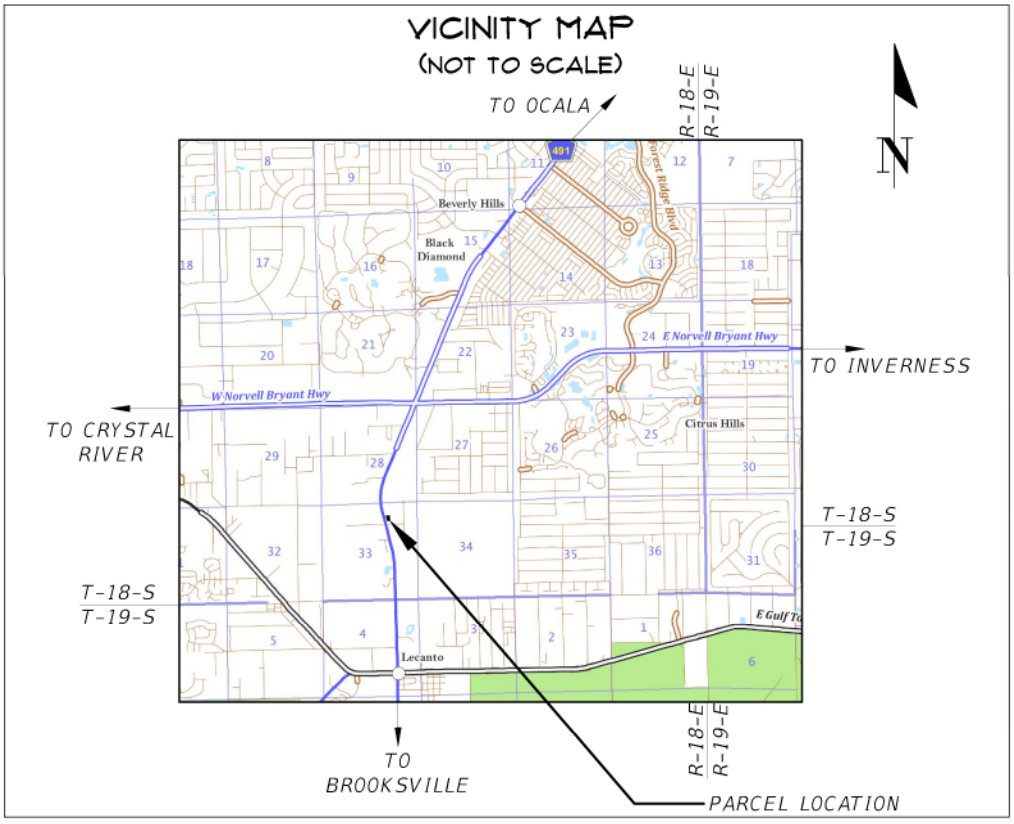
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2034, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: RESTRICTIONS AS SET FORTH IN THAT CERTAIN DEED FROM HAROLD B. SKIDMORE, JR. AND VIRGINIA M. SKIDMORE, HIS WIFE, TO ALACHUA BAPTIST ASSOCIATION, INC., FOR SHEPHERD'S WAY BAPTIST CHURCH, A FLORIDA CORPORATION, DATED NOVEMBER 6, 2002 AND RECORDED DECEMBER 5, 2002 IN OFFICIAL RECORDS BOOK 1555, PAGE 354, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT SHOWN HEREON)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- (TM) = EXISTING TELEPHONE LINE MARKER
- (G) = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- (THH) = EXISTING TELEPHONE HANDHOLE
- = EXISTING CATCH BASIN
- = EXISTING METAL LIGHT POLE
- (BFP) = EXISTING BACKFLOW PREVENTOR
- (EH) = EXISTING ELECTRIC HANDHOLE
- (FO) = EXISTING FIBER OPTIC LINE MARKER
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- = EXISTING WATER METER
- ST = EXISTING STORM SEWER LINE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
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CERTIFIED TO:

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SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 1 OF 4

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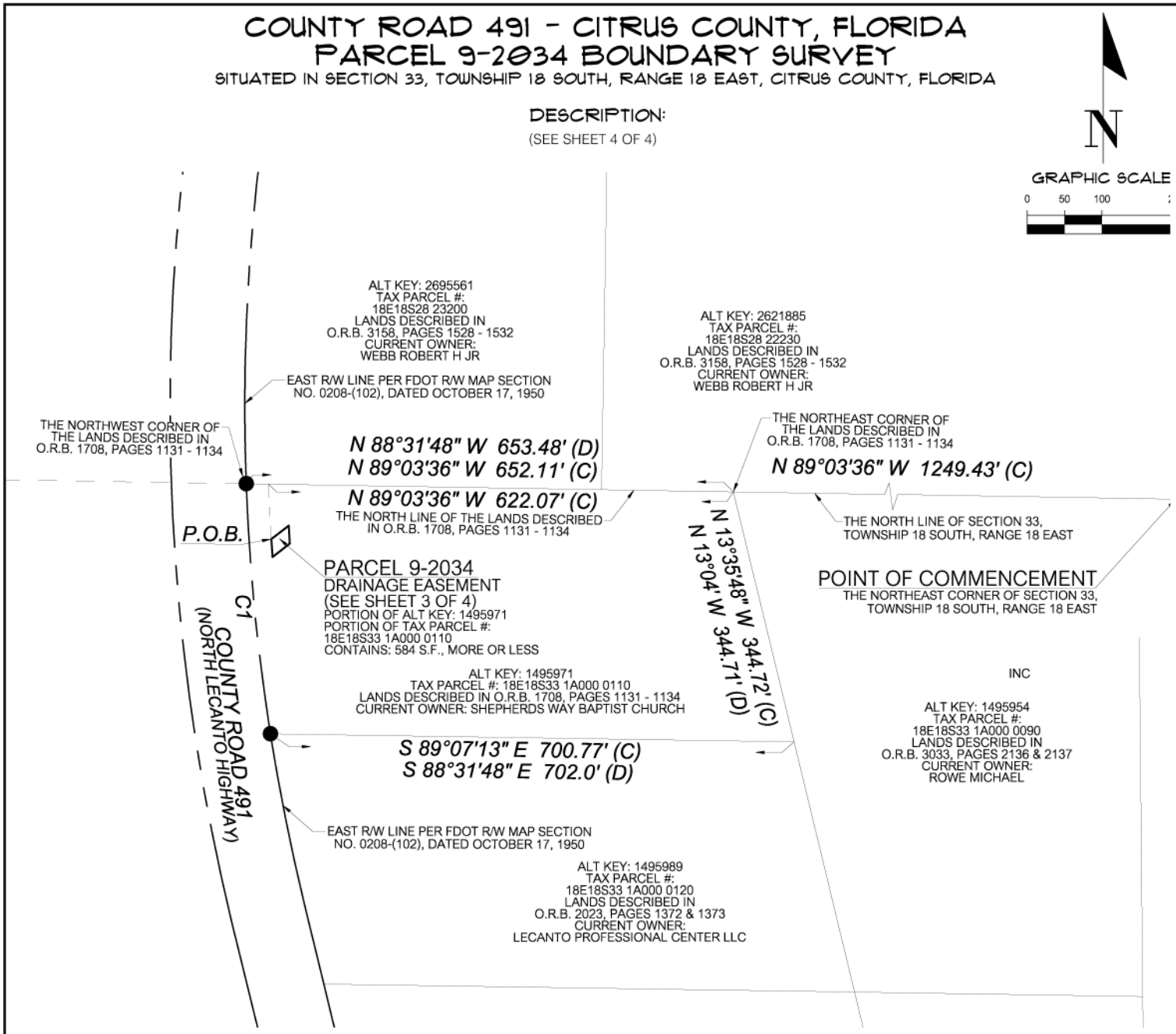
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CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	------	------	------	------	335.57'	S 4°57'30" E

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 2 OF 4

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MARTIN G. DARDIS

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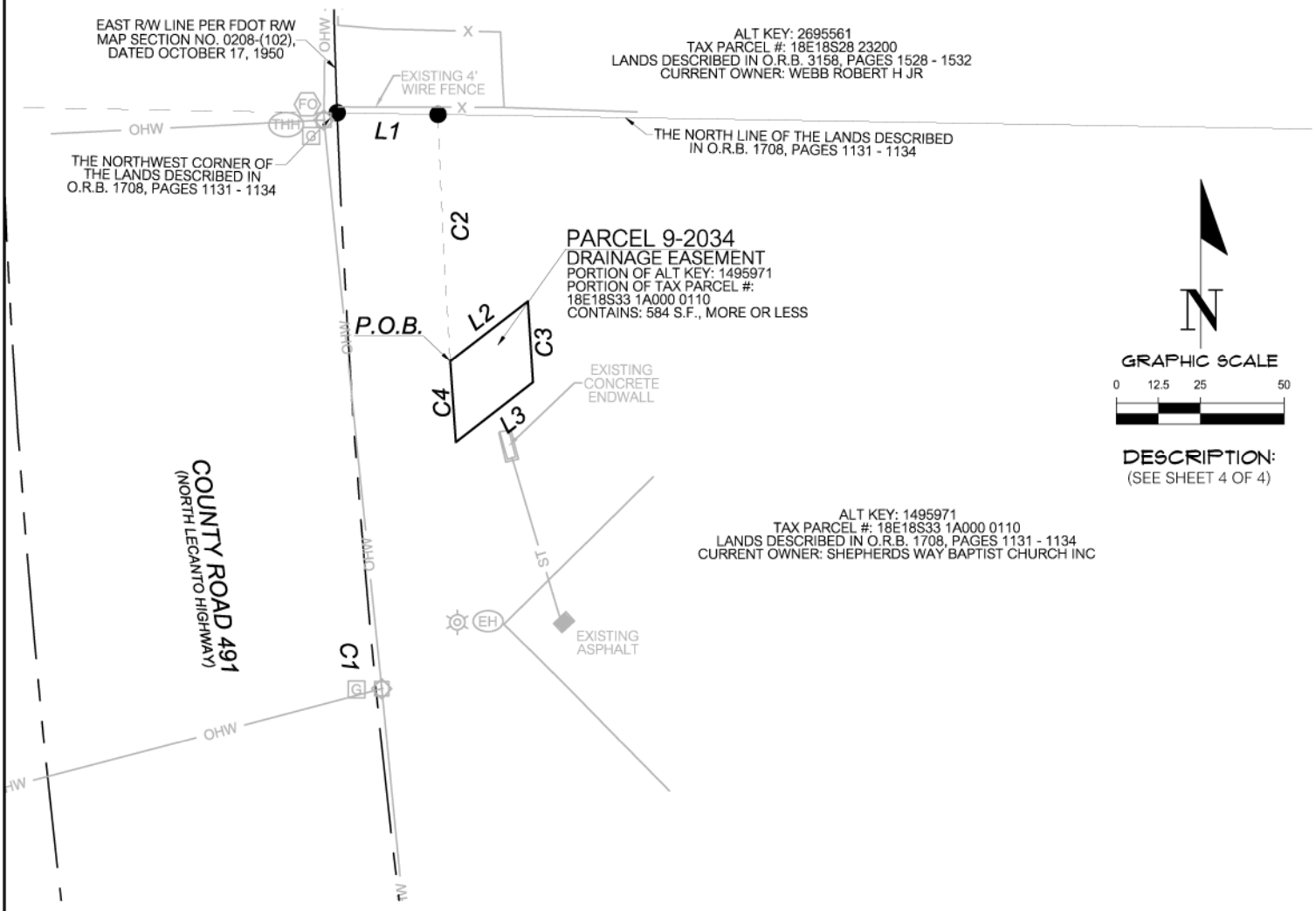
DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE
BAR IS ONE HALF INCH
ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH
ON THIS SHEET, ADJUST
SCALES ACCORDINGLY.

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	------	------	------	------	335.57'	S 4°57'30" E
C2(C)	73.69'	2784.93'	1°30'58"	36.85'	73.68'	S 2°52'56" E
C3(C)	24.16'	2760.70'	0°30'05"	12.08'	24.16'	S 3°33'00" E
C4(C)	24.04'	2784.93'	0°29'41"	12.02'	24.04'	N 3°53'15" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 89°03'36" W	30.04'
L2(C)	N 52°19'32" E	29.33'
L3(C)	S 52°19'32" W	29.12'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 3 OF 4

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SEE SHEET ONE OF FOUR

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DATE: 01/13/2022
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-2034 DESCRIPTION

A PERMANENT DRAINAGE EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1708, PAGES 1131THROUGH 1134 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1249.43 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33 AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 622.07 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 2°52'56" EAST, 73.68 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°30'58", AN ARC LENGTH OF 73.69 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH 52°19'32" EAST, A DISTANCE OF 29.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2760.70 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°33'00" EAST, 24.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°30'05", AN ARC LENGTH OF 24.16 FEET TO THE END OF SAID CURVE; THENCE SOUTH 52°19'32" WEST, A DISTANCE OF 29.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°53'15" WEST, 24.04 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°29'41", AN ARC LENGTH OF 24.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 584 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

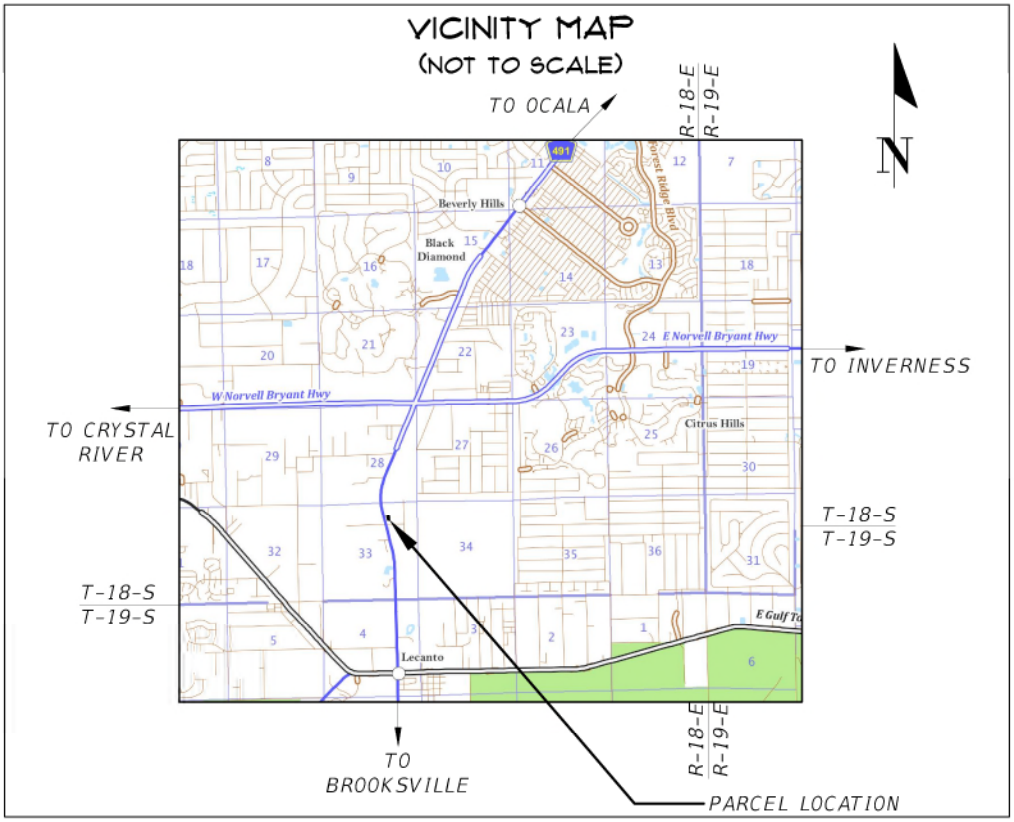
11801 Research Dri
Alachua, Florida 326
(352) 331-19
www.chw-inc.co

est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL PAE-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2034, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: RESTRICTIONS AS SET FORTH IN THAT CERTAIN DEED FROM HAROLD B. SKIDMORE, JR. AND VIRGINIA M. SKIDMORE, HIS WIFE, TO ALACHUA BAPTIST ASSOCIATION, INC., FOR SHEPHERD'S WAY BAPTIST CHURCH, A FLORIDA CORPORATION, DATED NOVEMBER 6, 2002 AND RECORDED DECEMBER 5, 2002 IN OFFICIAL RECORDS BOOK 1555, PAGE 354, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT SHOWN HEREON)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = EXISTING MAILBOX
- TM = EXISTING TELEPHONE LINE MARKER
- G = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- THH = EXISTING TELEPHONE HANDHOLE
- = EXISTING CATCH BASIN
- = EXISTING METAL LIGHT POLE
- BFP = EXISTING BACKFLOW PREVENTOR
- EH = EXISTING ELECTRIC HANDHOLE
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING SIGN
- = EXISTING WATER METER
- ST = EXISTING STORM SEWER LINE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

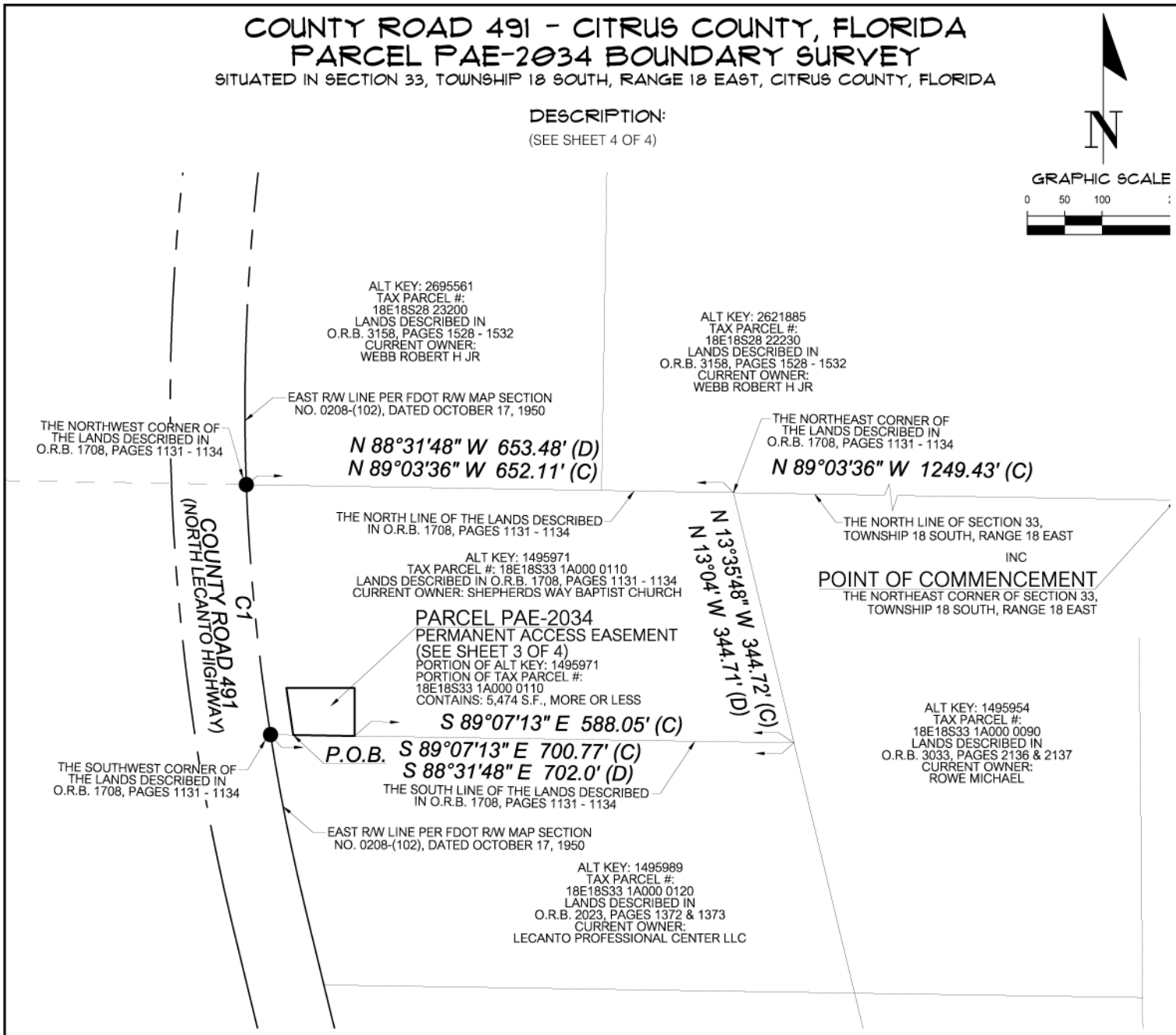
CHW Professional Consultants
11801 Research Dri
Alachua, Florida 32
(352) 331-19
www.chw-inc.c
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL PAE-2034 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	------	------	------	------	335.57'	S 4°57'30" E

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

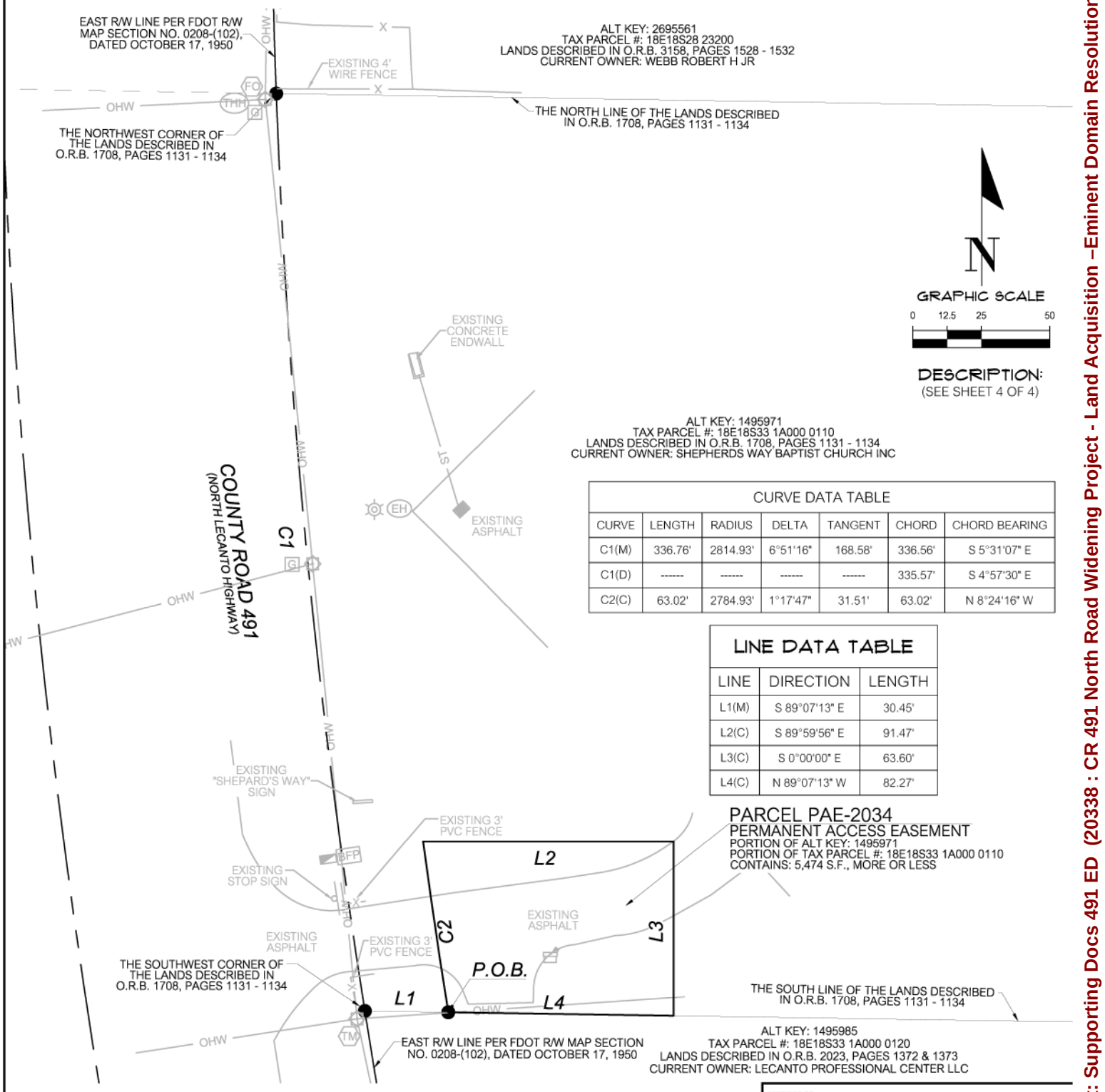
DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE
BAR IS ONE HALF INCH
ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH
ON THIS SHEET, ADJUST
SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL PAE-2034 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	336.76'	2814.93'	6°51'16"	168.58'	336.56'	S 5°31'07" E
C1(D)	------	------	------	------	335.57'	S 4°57'30" E
C2(C)	63.02'	2784.93'	1°17'47"	31.51'	63.02'	N 8°24'16" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 89°07'13" E	30.45'
L2(C)	S 89°59'56" E	91.47'
L3(C)	S 0°00'00" E	63.60'
L4(C)	N 89°07'13" W	82.27'

PARCEL PAE-2034
PERMANENT ACCESS EASEMENT
PORTION OF ALT KEY: 1495971
PORTION OF TAX PARCEL #: 18E18S33 1A000 0110
CONTAINS: 5,474 S.F., MORE OR LESS

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 3 OF 4

This map prepared by:
MARTIN G. DARDIS
SEE SHEET ONE OF FOUR
Professional Surveyor & Mapper Fla. License No. 5097

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419
SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL PAE-2034 DESCRIPTION

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COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1249.43 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 33 AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 652.11 FEET TO THE NORTHWEST CORNER OF SAID LANDS SAID POINT LYING THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2814.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 5°31'07" EAST, 336.56 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 6°51'16", AN ARC LENGTH OF 336.76 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE SOUTH 89°07'13" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 30.45 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 8°24'16" WEST, 63.02 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°17'47", AN ARC LENGTH OF 63.02 FEET; THENCE SOUTH 89°59'56" EAST, A DISTANCE OF 91.47 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 63.60 FEET TO AFOREMENTIONED SOUTH LINE OF SAID LANDS; THENCE NORTH 89°07'13" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 82.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 5,474 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
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GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 4 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

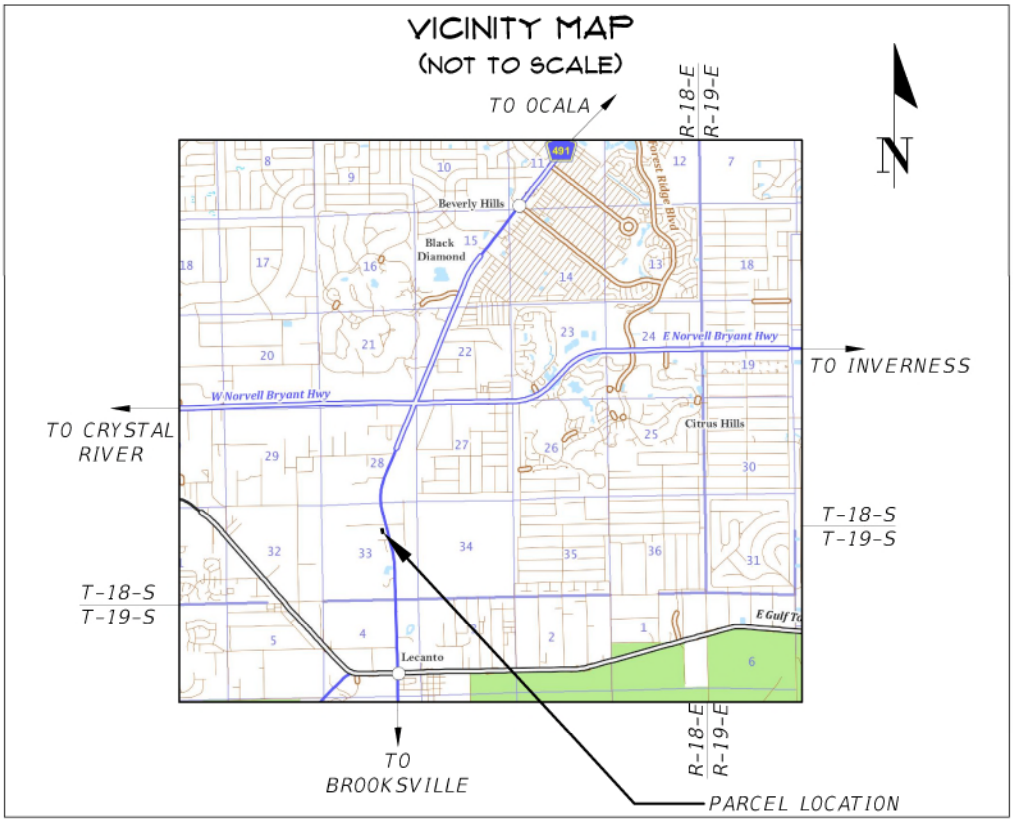
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2043 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE NOT FURNISHED TO THE SURVEYOR. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
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LEGEND:

■ = FOUND CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
= SIGN
THH = TELEPHONE HAND HOLE
= EXISTING GUY ANCHOR
= EXISTING MAILBOX
= EXISTING WOODEN POWER POLE
FO = EXISTING FIBER OPTIC LINE MARKER
te = EXISTING TELEPHONE PEDESTAL
OHW = EXISTING OVERHEAD WIRE
X = EXISTING 4' WIRE FENCE

(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI SHOBHA REDDY

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 11/01/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2043 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

POINT OF COMMENCEMENT
THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

DESCRIPTION:
(SEE SHEET 4 OF 4)

N

GRAPHIC SCALE
0 25 50

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	N 38°14'32" E	19.07'

S 0°22'33" E 1369.80' (C)
THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

ALT KEY: 1496012
TAX PARCEL #: 18E18S33 1B000 0010
LANDS DESCRIBED IN O.R.B. 3052, PAGES 64 & 65
CURRENT OWNER: TAYLOR ROBERT EDWARD JR

WEST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

ALT KEY: 1496021
TAX PARCEL #: 18E18S33 1B000 0020
LANDS DESCRIBED IN O.R.B. 2954, PAGES 2115 & 2116
CURRENT OWNER: ALUGUBELLI VENKAT REDDY

N 80°45'28" W 422.77' (C)

S 0°17'18" E 358.14' (C)

LANDS DESCRIBED AS 3-A
IN O.R.B. 2424, PAGES 946 & 947

LANDS DESCRIBED AS 3-B
IN O.R.B. 2424, PAGES 946 & 947
LESS THE LANDS DESCRIBED IN
O.R.B. 2657, PAGES 1551 - 1554

ALT KEY: 3520172
TAX PARCEL #: 18E18S33 7000R 2043
LANDS DESCRIBED IN O.R.B. 2657, PAGES 1551 - 15
CURRENT OWNER: CITRUS COUNTY

ALT KEY: 3520108
TAX PARCEL #: 18E18S33 1B000 0040
LANDS DESCRIBED IN O.R.B. 1324, PAGE 766
CURRENT OWNER: EICH HARRIET K

ALT KEY: 3520171
TAX PARCEL #: 18E18S33 1B000 003A
LANDS DESCRIBED IN O.R.B. 2424, PAGES 946 & 947
LESS THE LANDS DESCRIBED IN O.R.B. 2657, PAGES 1551 - 1554
CURRENT OWNER: ALUGUBELLI VENKAT REDDY

N 13°37'30" W 292.06' (D)

COUNTY ROAD 491
(NORTH LECANTO HIGHWAY)

LANDS DESCRIBED AS 3-C
IN O.R.B. 2424, PAGES 946 & 947
LESS THE LANDS DESCRIBED IN
O.R.B. 2657, PAGES 1551 - 1554

LANDS DESCRIBED
AS 3-F IN O.R.B. 2424,
PAGES 946 & 947

LANDS DESCRIBED
AS 3-E IN O.R.B. 2424,
PAGES 946 & 947

THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

20' WIDE EASEMENT PER
O.R.B. 1324, PAGE 766

LANDS DESCRIBED AS 3-D
IN O.R.B. 2424, PAGES 946 & 947
LESS THE LANDS DESCRIBED IN
O.R.B. 2657, PAGES 1551 - 1554

THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R.B. 2424, PAGES 946 & 947, LESS THE LANDS DESCRIBED IN O.R.B. 2657, PAGES 1551 - 1554

THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R.B. 1324, PAGE 766

S 89°53'27" E 418.92' (D)

P.O.B.

L1

APPARENT GAP IN DESCRIPTIONS

N 89°58'05" E 754.82' (C)
THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST

THE NORTH LINE OF THE LANDS DESCRIBED IN O.R.B. 2646, PAGES 1960 - 1962

ALT KEY: 3216675
TAX PARCEL #: 18E18S33 13400 00A0
LANDS DESCRIBED IN O.R.B. 2646, PAGES 1960 - 1962
CURRENT OWNER: CITRUS COUNTY

PARCEL 7-2043
TEMPORARY
CONSTRUCTION EASEME
(SEE SHEET 3 OF 4)
PORTION OF ALT KEY: 3520171
PORTION OF TAX PARCEL #:
18E18S33 1B000 003A
CONTAINS: 3,229 S.F., MORE OR L

ALT KEY: 3216687
TAX PARCEL #: 18E18S33 13400 00B0
LANDS DESCRIBED IN O.R.B. 1917, PAGES 1524 & 1525
CURRENT OWNER: AWARE INVESTMENTS

WEST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
ALUGUBELLI SHOBHA REDDY

SHEET NO. 2 OF 4

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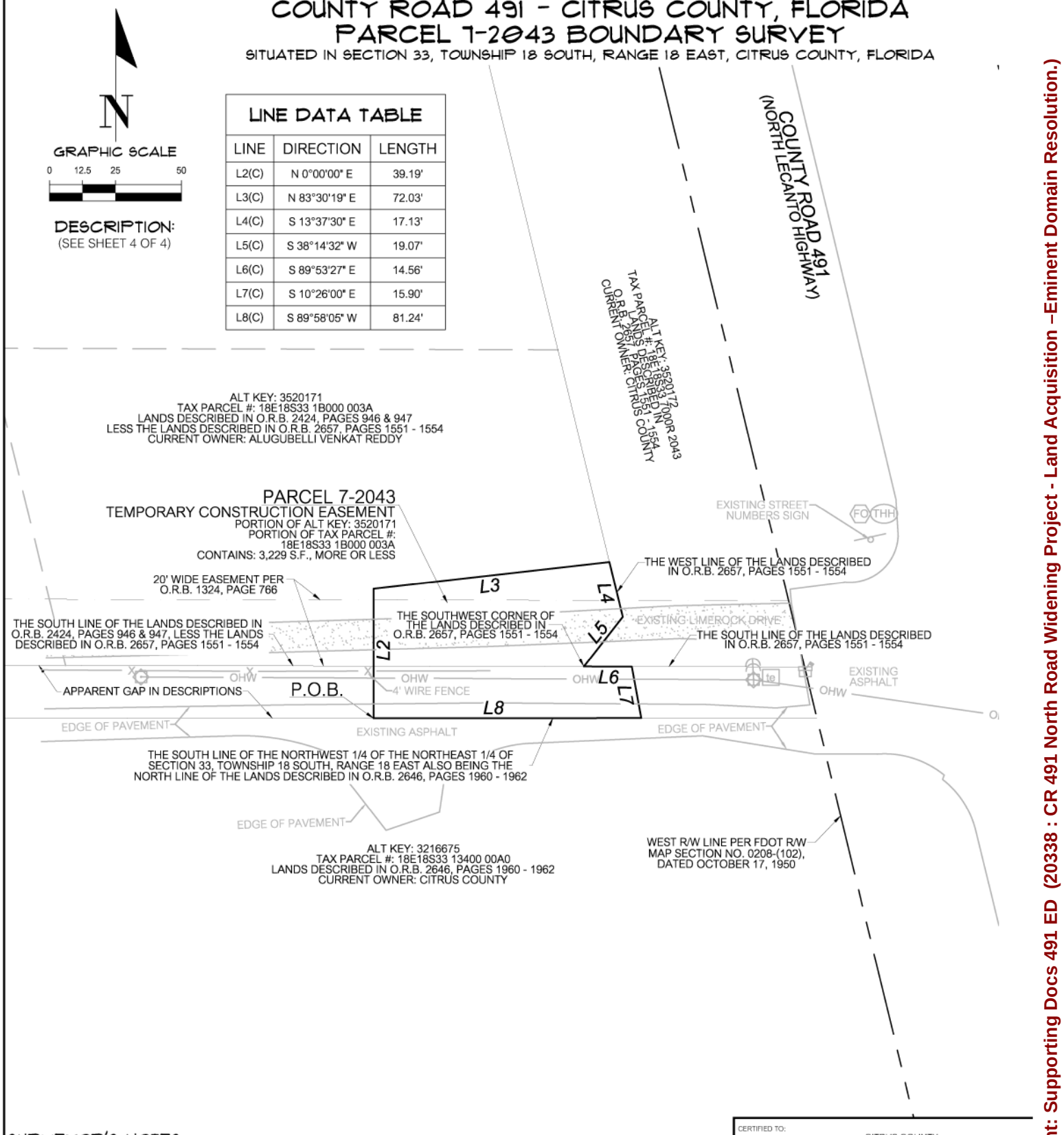
DATE: 11/01/2021
TECHNICIAN: KWM
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SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2043 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L2(C)	N 0°00'00" E	39.19'
L3(C)	N 83°30'19" E	72.03'
L4(C)	S 13°37'30" E	17.13'
L5(C)	S 38°14'32" W	19.07'
L6(C)	S 89°53'27" E	14.56'
L7(C)	S 10°26'00" E	15.90'
L8(C)	S 89°58'05" W	81.24'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI SHOBHA REDDY

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 11/01/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2043 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2424, PAGES 946 AND 947 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND A PORTION OF THE APPARENT GAP OF LANDS LYING BETWEEN THE SOUTH OF SAID LANDS, THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2657, PAGES 946 AND 947 OF SAID PUBLIC RECORDS AND THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2646, PAGES 1960 THROUGH 1962 OF SAID PUBLIC RECORDS, SITUATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1369.80 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, NORTH 89°58'05" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 754.82 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2646, PAGES 1960 THROUGH 1962; THENCE DEPARTING THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 AND THE NORTH LINE OF SAID LANDS, NORTH 0°00'00" EAST, A DISTANCE OF 39.19 FEET; THENCE NORTH 83°30'19" EAST, A DISTANCE OF 72.03 FEET TO THE WEST LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2657, PAGES 1551 THROUGH 1554; THENCE ALONG THE WEST LINE OF SAID LANDS THROUGH THE FOLLOWING TWO (2) COURSES: 1) SOUTH 13°37'30" EAST, A DISTANCE OF 17.13 FEET; 2) THENCE SOUTH 38°14'32" WEST, A DISTANCE OF 19.07 FEET TO THE SOUTH WEST CORNER OF SAID LANDS; THENCE SOUTH 89°53'27" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 14.56 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, SOUTH 10°26'00" EAST, A DISTANCE OF 15.90 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 AND THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2646, PAGES 1960 THROUGH 1962; THENCE SOUTH 89°58'05" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 AND THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2646, PAGES 1960 THROUGH 1962, A DISTANCE OF 81.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 3,229 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI SHOBHA REDDY

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 11/01/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

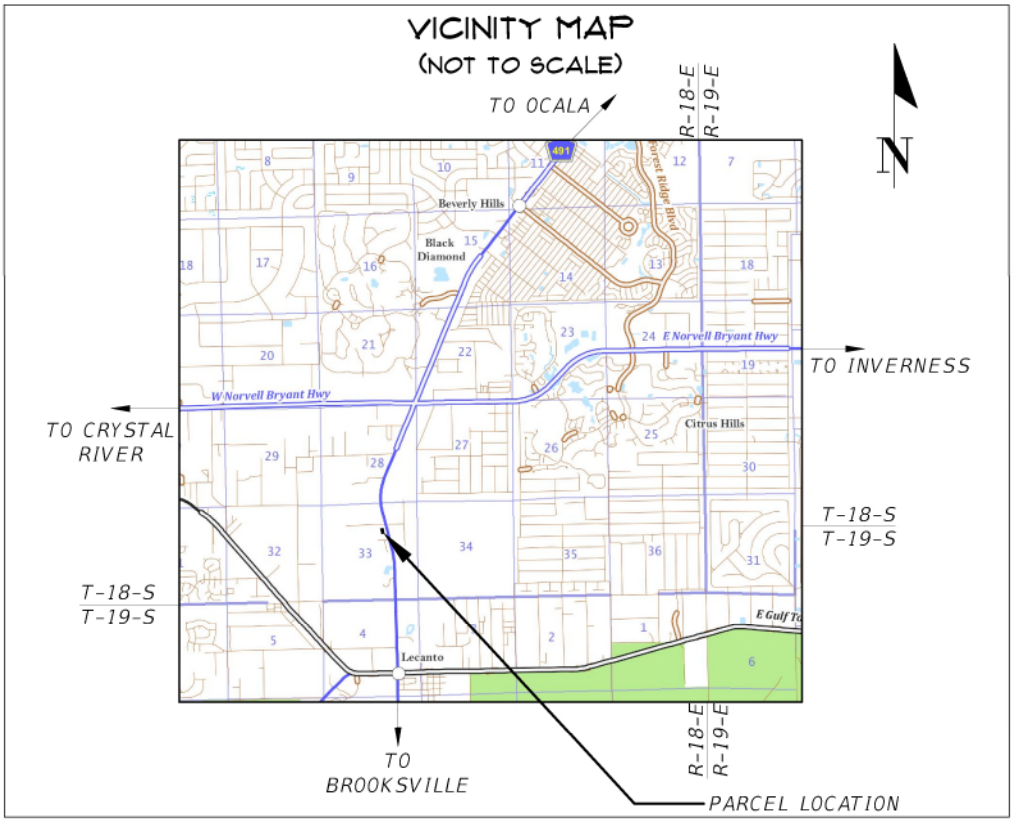
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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2045 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26416-2045, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: PRIVATE ROADS WHICH MAY AFFECT SUBJECT PROPERTY WHICH MAY HAVE BEEN ESTABLISHED BY THAT CERTAIN UNRECORDED SUBDIVISION IN THE SE 1/4 OF THE NE 1/3 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED SEPTEMBER 4, 1997 AND RECORDED DECEMBER 1, 1997 IN OFFICIAL RECORDS BOOK 1217, PAGE 206 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 12: MEMORANDUM OF LEASE IN FAVOR OF CLEAR CHANNEL OUTDOOR, INC. DATED SEPTEMBER 20, 2004 AND RECORDED JANUARY 27, 2005 IN OFFICIAL RECORDS BOOK 1810, PAGE 931 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE NO IDENTIFICATION
- = FOUND CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = EXISTING GUY ANCHOR
- = EXISTING MAILBOX
- = EXISTING WOODEN POWER POLE
- FO = EXISTING FIBER OPTIC LINE MARKER
- te = EXISTING TELEPHONE PEDESTAL
- OHW = EXISTING OVERHEAD WIRE
- ST = EXISTING STORM SEWER LINE

(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD (O.R.B. , PAGE)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 11/07/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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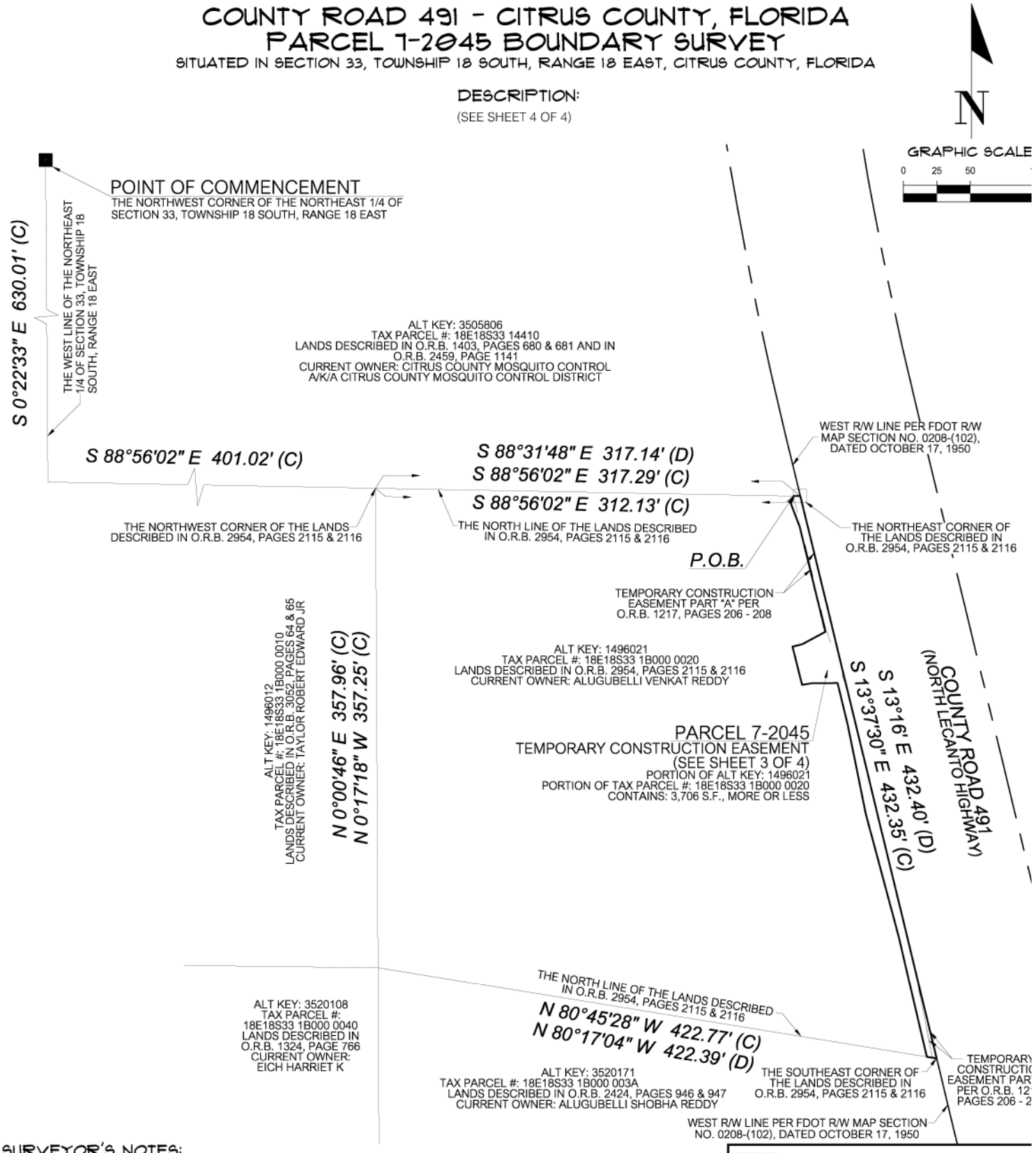
Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2045 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:

(SEE SHEET 4 OF 4)



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	11/07/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

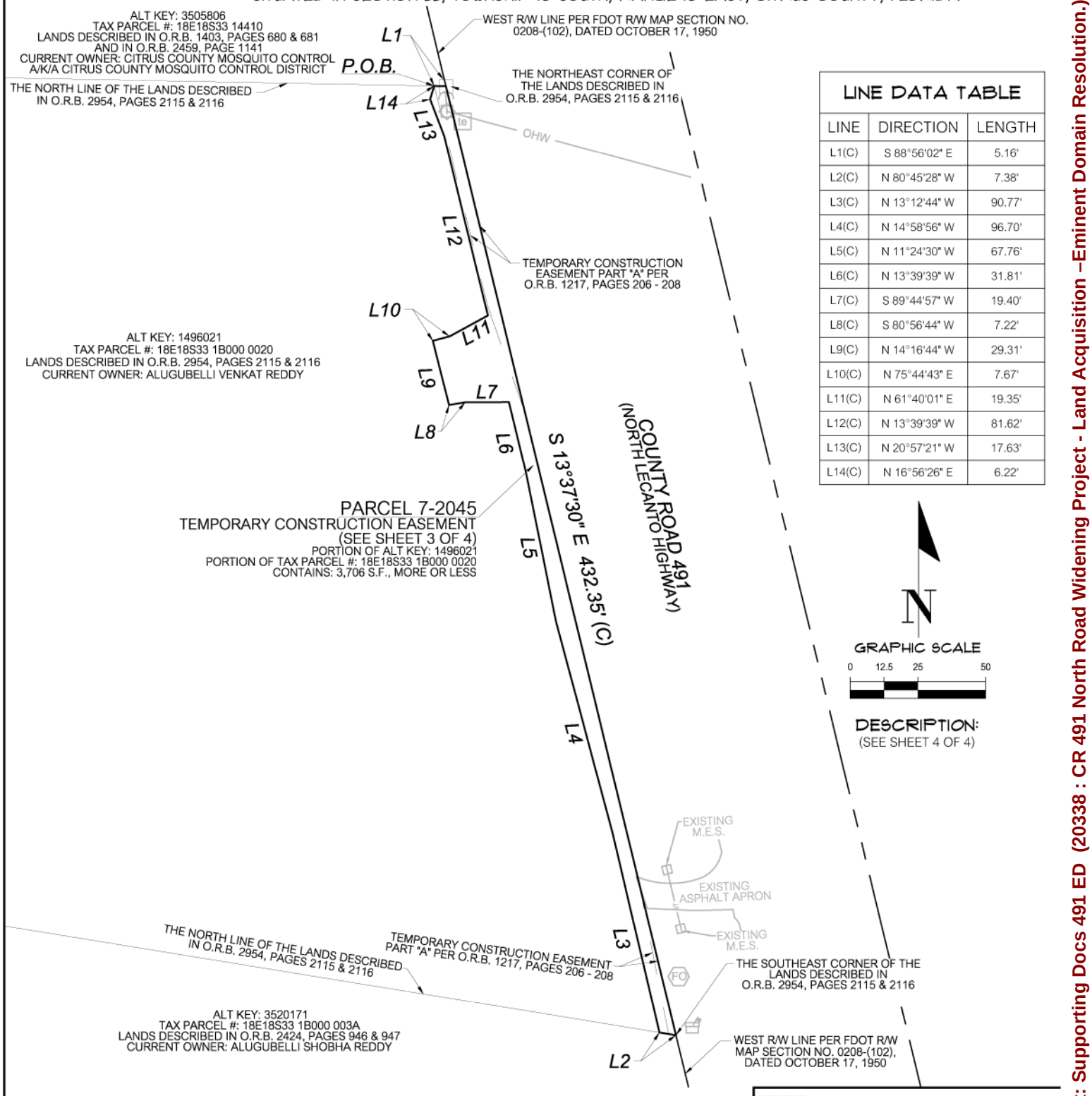
SCALE: 1" = 100'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2045 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	S 88°56'02" E	5.16'
L2(C)	N 80°45'28" W	7.38'
L3(C)	N 13°12'44" W	90.77'
L4(C)	N 14°58'56" W	96.70'
L5(C)	N 11°24'30" W	67.76'
L6(C)	N 13°39'39" W	31.81'
L7(C)	S 89°44'57" W	19.40'
L8(C)	S 80°56'44" W	7.22'
L9(C)	N 14°16'44" W	29.31'
L10(C)	N 75°44'43" E	7.67'
L11(C)	N 61°40'01" E	19.35'
L12(C)	N 13°39'39" W	81.62'
L13(C)	N 20°57'21" W	17.63'
L14(C)	N 16°56'26" E	6.22'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 11/07/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2045 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2954, PAGES 2115 & 2116 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 630.01 FEET; THENCE DEPARTING THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, SOUTH 88°56'02" EAST, A DISTANCE OF 401.02 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE SOUTH 88°56'02" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 312.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°56'02" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 5.16 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE SOUTH 13°37'30" EAST, ALONG THE EAST LINE OF SAID LANDS AND ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 432.35 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 80°45'28" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 7.38 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTH 13°12'44" WEST, A DISTANCE OF 90.77 FEET; THENCE NORTH 14°58'56" WEST, A DISTANCE OF 96.70 FEET; THENCE NORTH 11°24'30" WEST, A DISTANCE OF 67.76 FEET; THENCE NORTH 13°39'39" WEST, A DISTANCE OF 31.81 FEET; THENCE SOUTH 89°44'57" WEST, A DISTANCE OF 19.40 FEET; THENCE SOUTH 80°56'44" WEST, A DISTANCE OF 7.22 FEET; THENCE NORTH 14°16'44" WEST, A DISTANCE OF 29.31 FEET; THENCE NORTH 75°44'43" EAST, A DISTANCE OF 7.67 FEET; THENCE NORTH 61°40'01" EAST, A DISTANCE OF 19.35 FEET; THENCE NORTH 13°39'39" WEST, A DISTANCE OF 81.62 FEET; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 17.63 FEET; THENCE NORTH 16°56'26" EAST, A DISTANCE OF 6.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 3,706 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 4 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 11/07/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

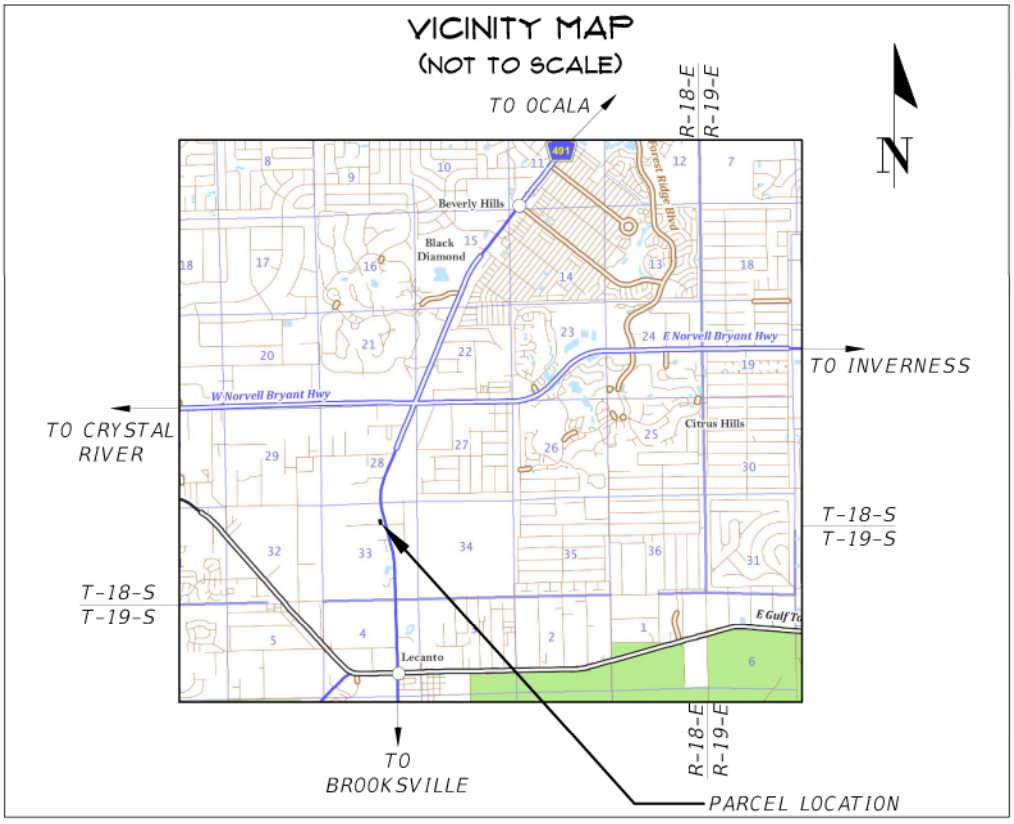
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2047 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 25746-2047, 2049, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED JANUARY 22, 1998 AND RECORDED FEBRUARY 20, 1998 IN OFFICIAL RECORDS BOOK 1229, PAGE 1062 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4"X4" CONCRETE MARKED "LB 1108"
- = FOUND CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = FOUND 1/2" STEEL REBAR & CAP MARKED "ESU INC LB 5069"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 2108"
- = EXISTING GUY ANCHOR
- = EXISTING WOODEN POWER POLE
- FO = EXISTING FIBER OPTIC LINE MARKER
- te = EXISTING TELEPHONE PEDESTAL
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 6' CHAIN LINK FENCE

(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD (O.R.B. , PAGE)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
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SHEET NO. 1 OF 4

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Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2047 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:

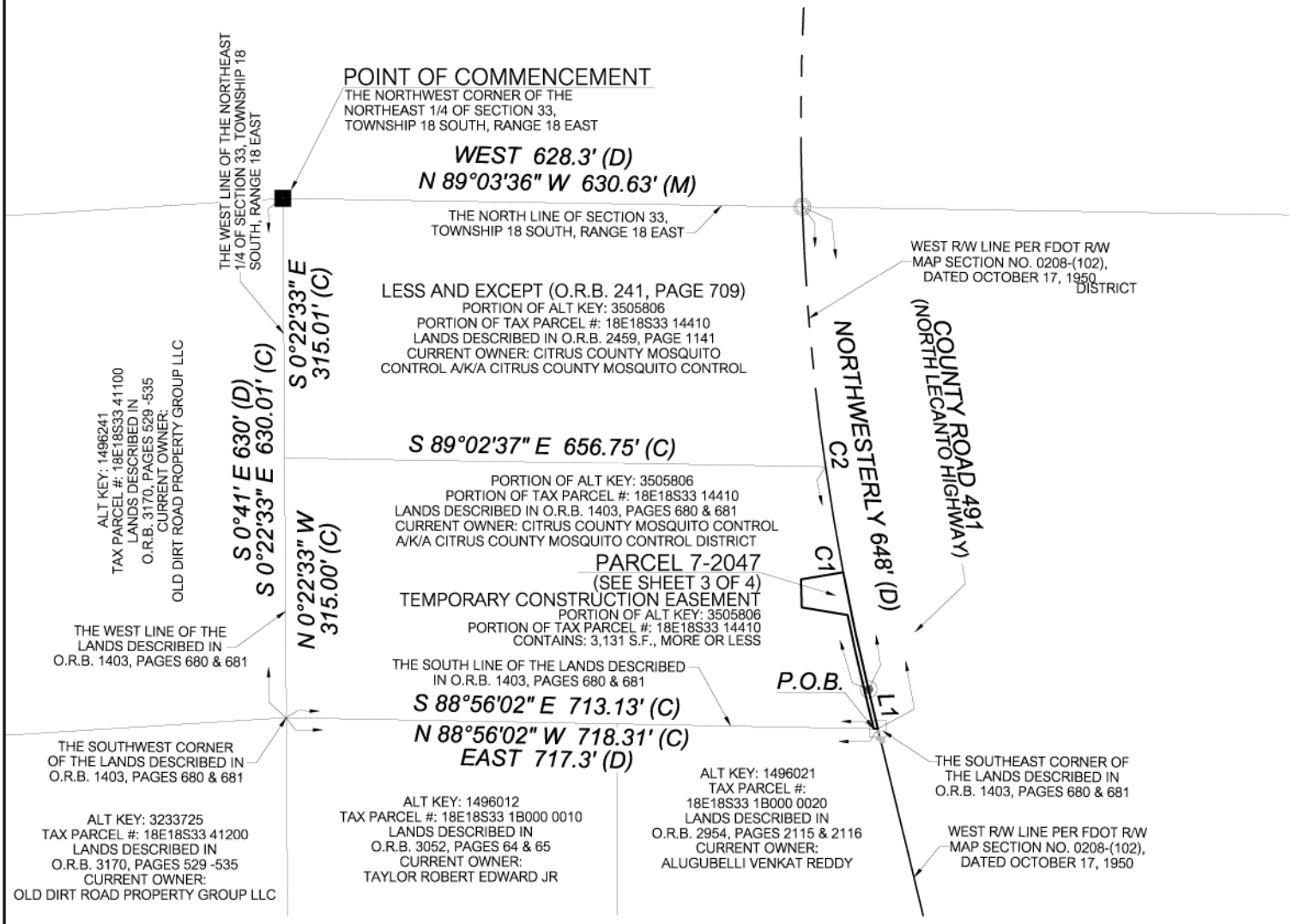
(SEE SHEET 4 OF 4)

N

GRAPHIC SCALE
0 25 50

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 13°37'30" E	48.81'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(C)	275.04'	2914.93'	5°24'22"	137.62'	274.94'	S 10°55'18" E
C2(M)	592.06'	2914.93'	11°38'15"	297.05'	591.04'	S 7°48'22" E



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 2 OF 4

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SEE SHEET ONE OF FOUR

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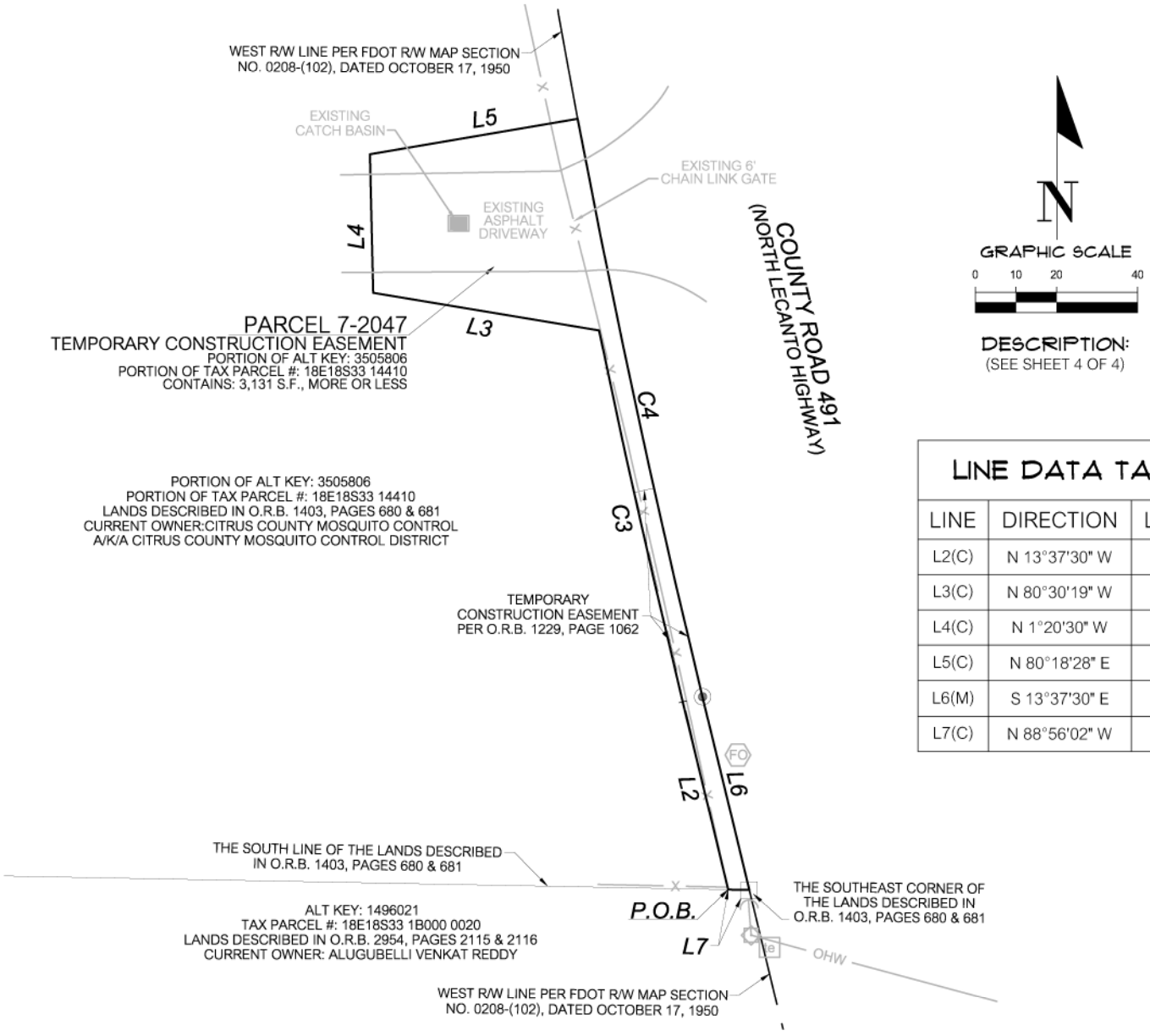
DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2047 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L2(C)	N 13°37'30" W	47.51'
L3(C)	N 80°30'19" W	56.36'
L4(C)	N 1°20'30" W	34.05'
L5(C)	N 80°18'28" E	51.85'
L6(M)	S 13°37'30" E	48.81'
L7(C)	N 88°56'02" W	5.17'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C3(C)	93.65'	2919.93'	1°50'15"	46.83'	93.64'	N 12°42'22" W
C4(C)	145.53'	2915.27'	2°51'37"	72.78'	145.52'	S 12°11'41" E

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 40'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2041 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1403, PAGES 680 AND 681 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 0°22'33" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 630.01 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE DEPARTING THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, SOUTH 88°56'02" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 713.13 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTH 13°37'30" WEST, A DISTANCE OF 47.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2919.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 12°42'22" WEST, 93.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°50'15", AN ARC LENGTH OF 93.65 FEET TO THE END OF SAID CURVE; THENCE NORTH 80°30'19" WEST, A DISTANCE OF 56.36 FEET; THENCE NORTH 1°20'30" WEST, A DISTANCE OF 34.05 FEET; THENCE NORTH 80°18'28" EAST, A DISTANCE OF 51.85 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2915.27 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 12°11'41" EAST, 145.52 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°51'37", AN ARC LENGTH OF 145.53 FEET; THENCE SOUTH 13°37'30" EAST, A DISTANCE OF 48.81 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 88°56'02" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 5.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 3,131 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
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GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 4 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

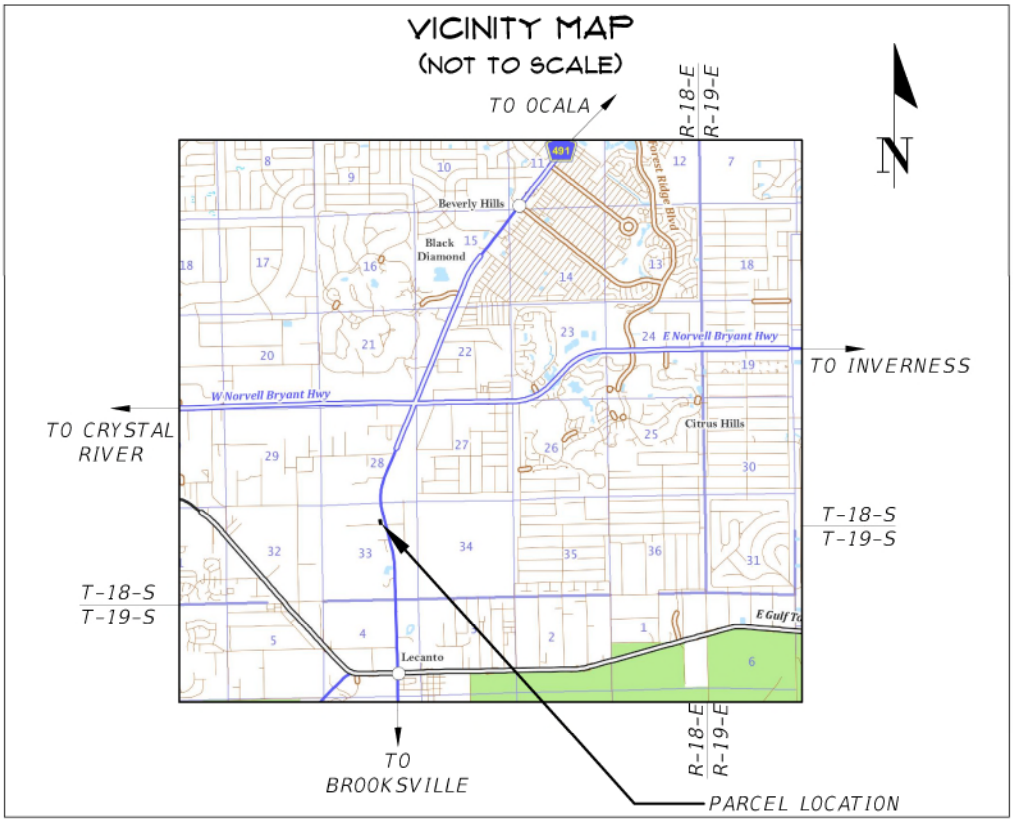
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2049 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 25746-2047, 2049, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THERE ARE NO SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS.
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = FOUND 1/2" STEEL REBAR & CAP MARKED "ESU INC LB 5069"
- = EXISTING GUY POLE
- PB = EXISTING PAPER BOX
- = EXISTING WATER METER
- = EXISTING CATCH BASIN
- SV = EXISTING SEWER VALVE
- = EXISTING SIGN
- ST = EXISTING STORM SEWER LINE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 6' CHAIN LINK FENCE

(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD (O.R.B. , PAGE)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

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SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 04/07/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2049 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

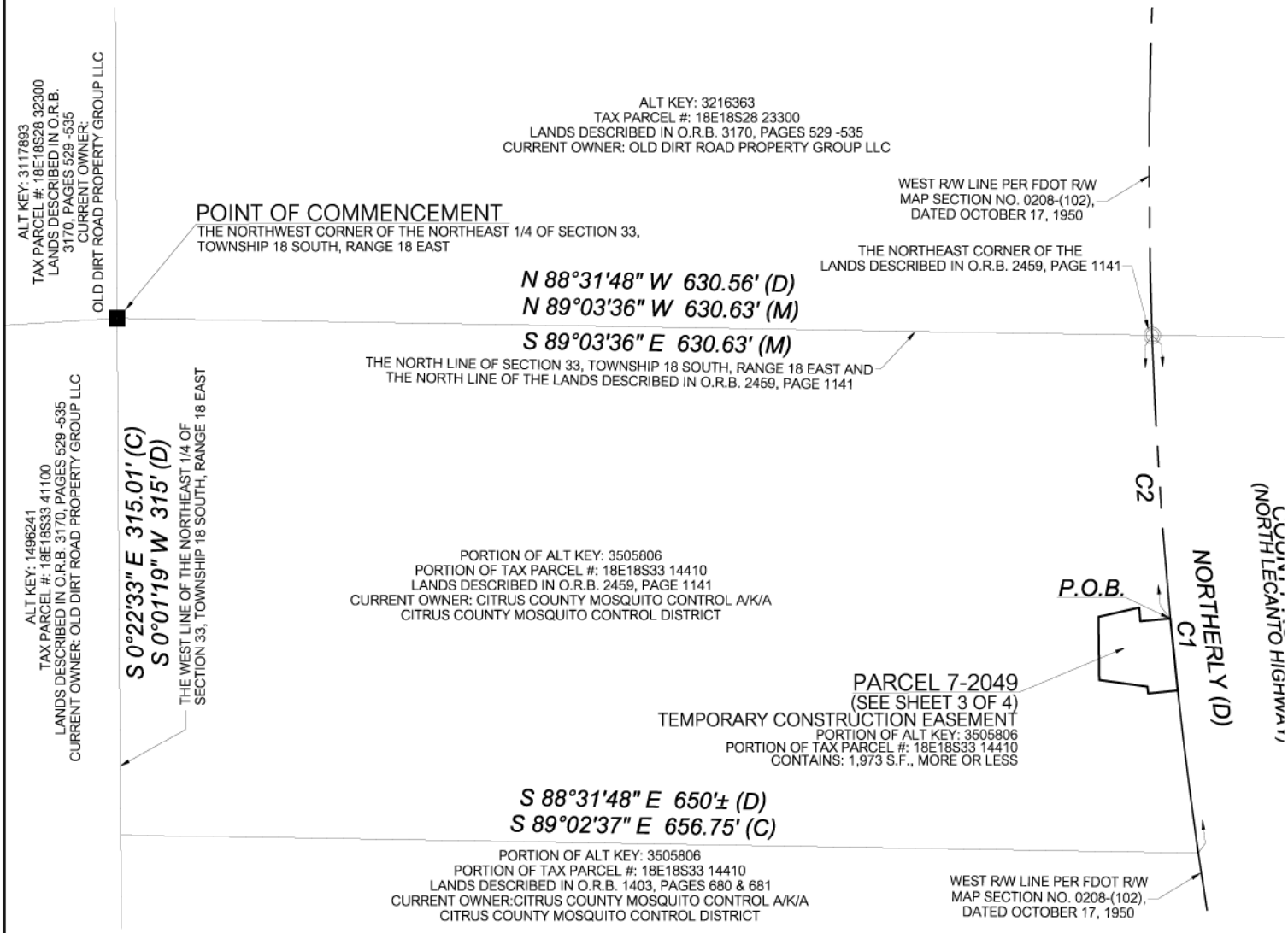
DESCRIPTION:

(SEE SHEET 4 OF 4)

N

GRAPHIC SCALE
0 25 50

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(C)	317.02'	2914.93'	6°13'53"	158.67'	316.87'	N 5°06'11" W
C2(C)	173.05'	2914.93'	3°24'05"	86.55'	173.03'	S 3°41'17" E



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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ALUGUBELLI VENKAT REDDY

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

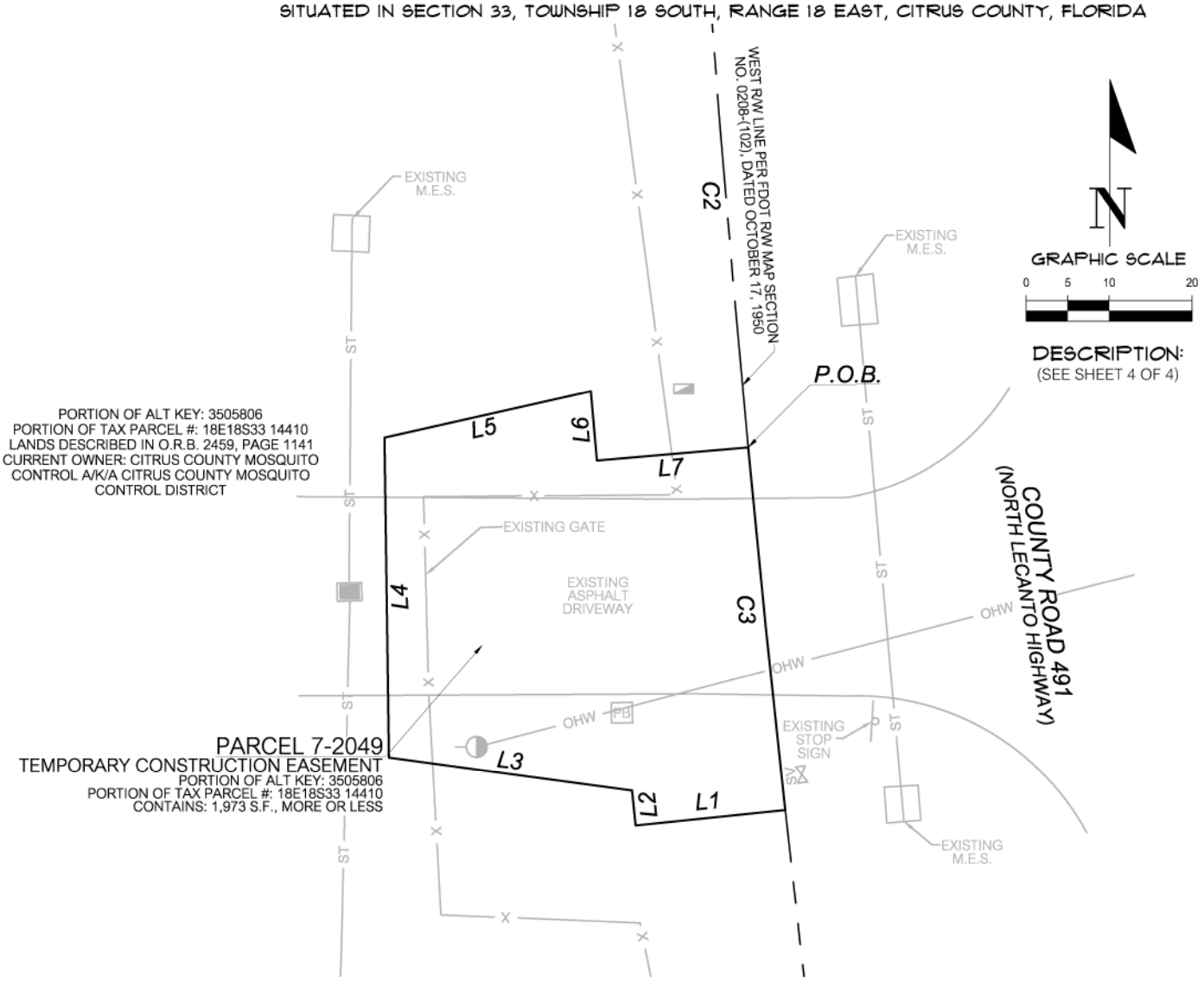
DATE: 04/07/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2049 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2(C)	173.05'	2914.93'	3°24'05"	86.55'	173.03'	S 3°41'17" E
C3(C)	43.95'	2914.93'	0°51'50"	21.98'	43.95'	S 5°49'14" E

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	S 84°07'33" W	18.11'
L2(C)	N 6°06'19" W	4.25'
L3(C)	N 82°17'25" W	29.57'
L4(C)	N 0°46'43" W	38.54'
L5(C)	N 77°20'21" E	25.49'
L6(C)	S 4°54'53" E	8.34'
L7(C)	N 85°05'07" E	18.31'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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DATE: 04/07/2022
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CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2049 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2459, PAGE 1141 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°03'36" EAST, ALONG THE NORTH LINE OF SAID SECTION AND ALONG THE NORTH LINE OF AFOREMENTIONED LANDS, A DISTANCE OF 630.63 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2914.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°41'17" EAST, 173.03 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 3°24'05", AN ARC LENGTH OF 173.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 0°51'50", AN ARC LENGTH OF 43.95 FEET, SAID CALL BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 5°49'14" EAST, 43.95 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 84°07'33" WEST, A DISTANCE OF 18.11 FEET; THENCE NORTH 6°06'19" WEST, A DISTANCE OF 4.25 FEET; THENCE NORTH 82°17'25" WEST, A DISTANCE OF 29.57 FEET; THENCE NORTH 0°46'43" WEST, A DISTANCE OF 38.54 FEET; THENCE NORTH 77°20'21" EAST, A DISTANCE OF 25.49 FEET; THENCE SOUTH 4°54'53" EAST, A DISTANCE OF 8.34 FEET; THENCE NORTH 85°05'07" EAST, A DISTANCE OF 18.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,973 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
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SHEET NO. 4 OF 4

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MARTIN G. DARDIS

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DATE: 04/07/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

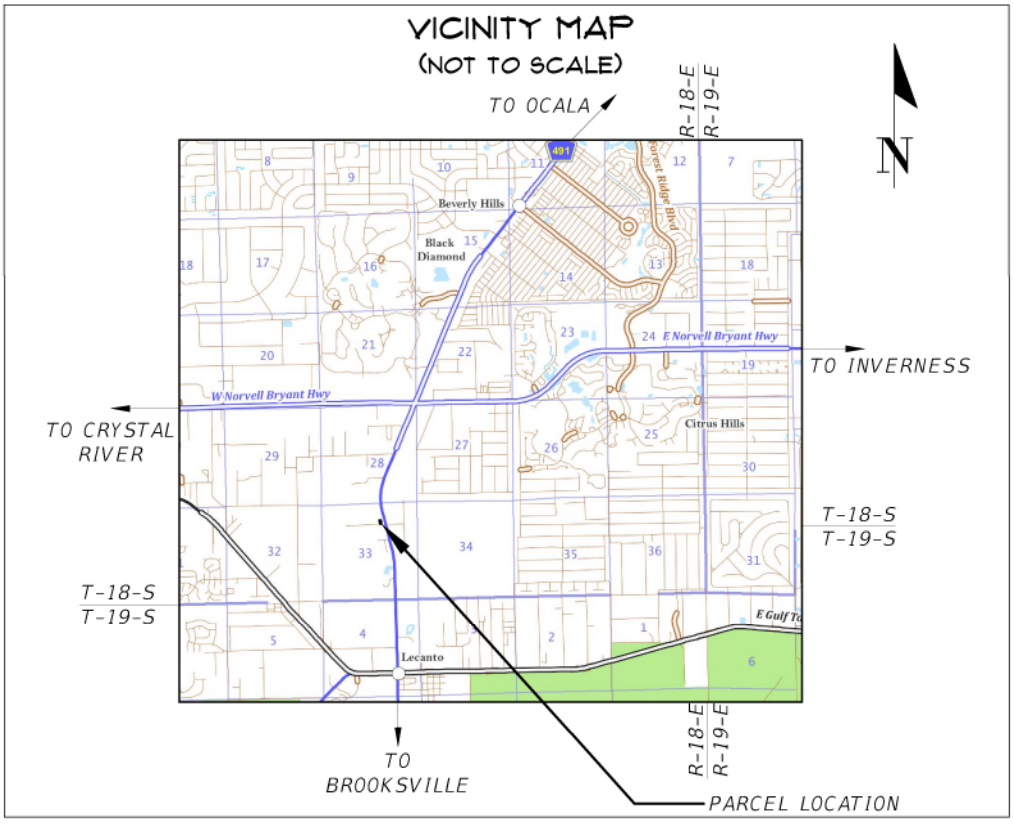
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 10-2049 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 25746-2047, 2049, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
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LEGEND:

- = FOUND CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = FOUND 1/2" STEEL REBAR & CAP MARKED "ESU INC LB 5069"
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- PB = EXISTING PAPER BOX
- = EXISTING WATER METER
- = EXISTING CATCH BASIN
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SHEET NO. 1 OF 4

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DATE: 04/07/2022
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PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 10-2049 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

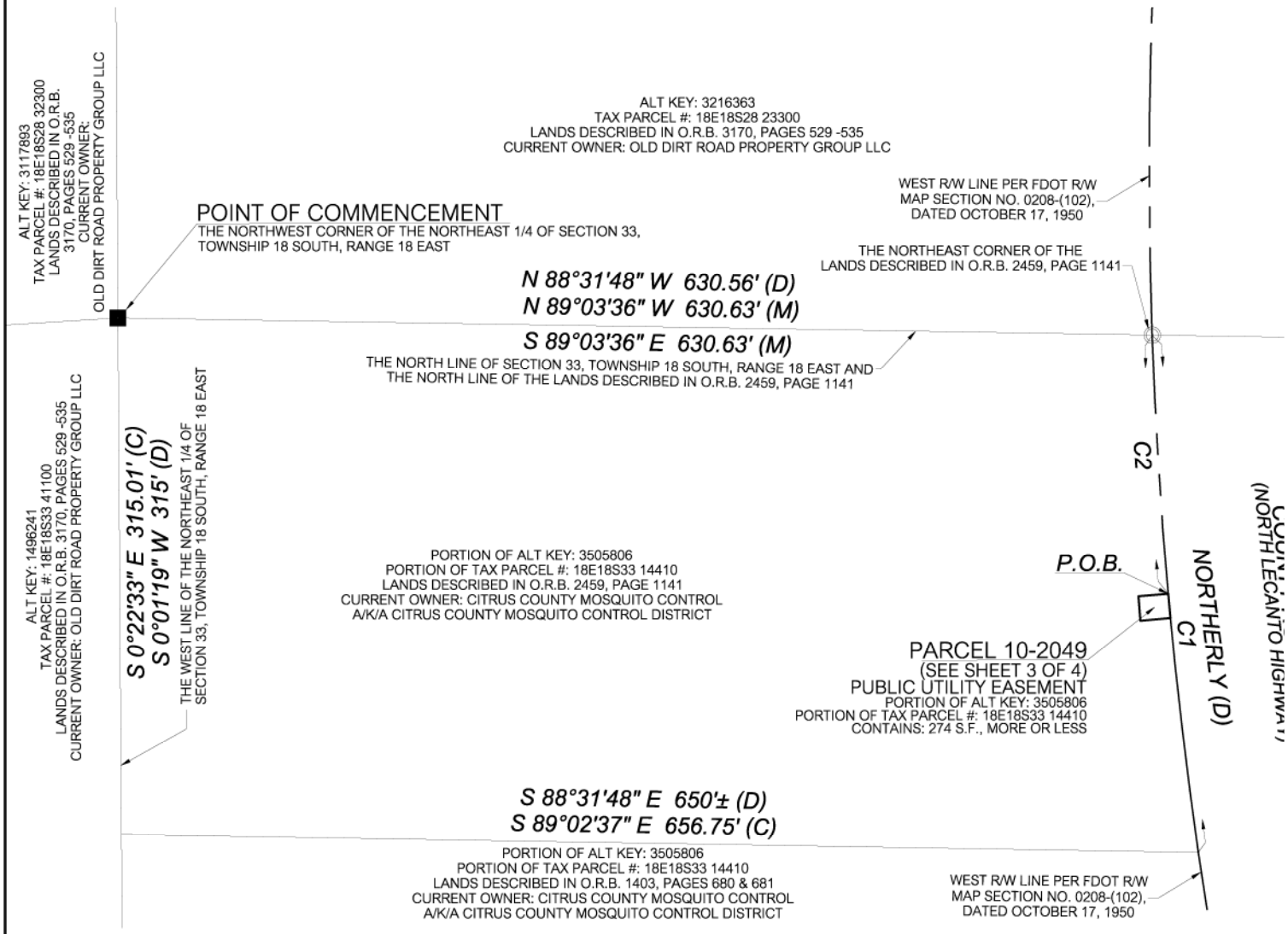
DESCRIPTION:

(SEE SHEET 4 OF 4)

N

GRAPHIC SCALE
0 25 50

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(C)	317.02'	2914.93'	6°13'53"	158.67'	316.87'	N 5°06'11" W
C2(C)	158.05'	2914.93'	3°06'24"	79.04'	158.03'	S 3°32'27" E



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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ALUGUBELLI VENKAT REDDY

SHEET NO. 2 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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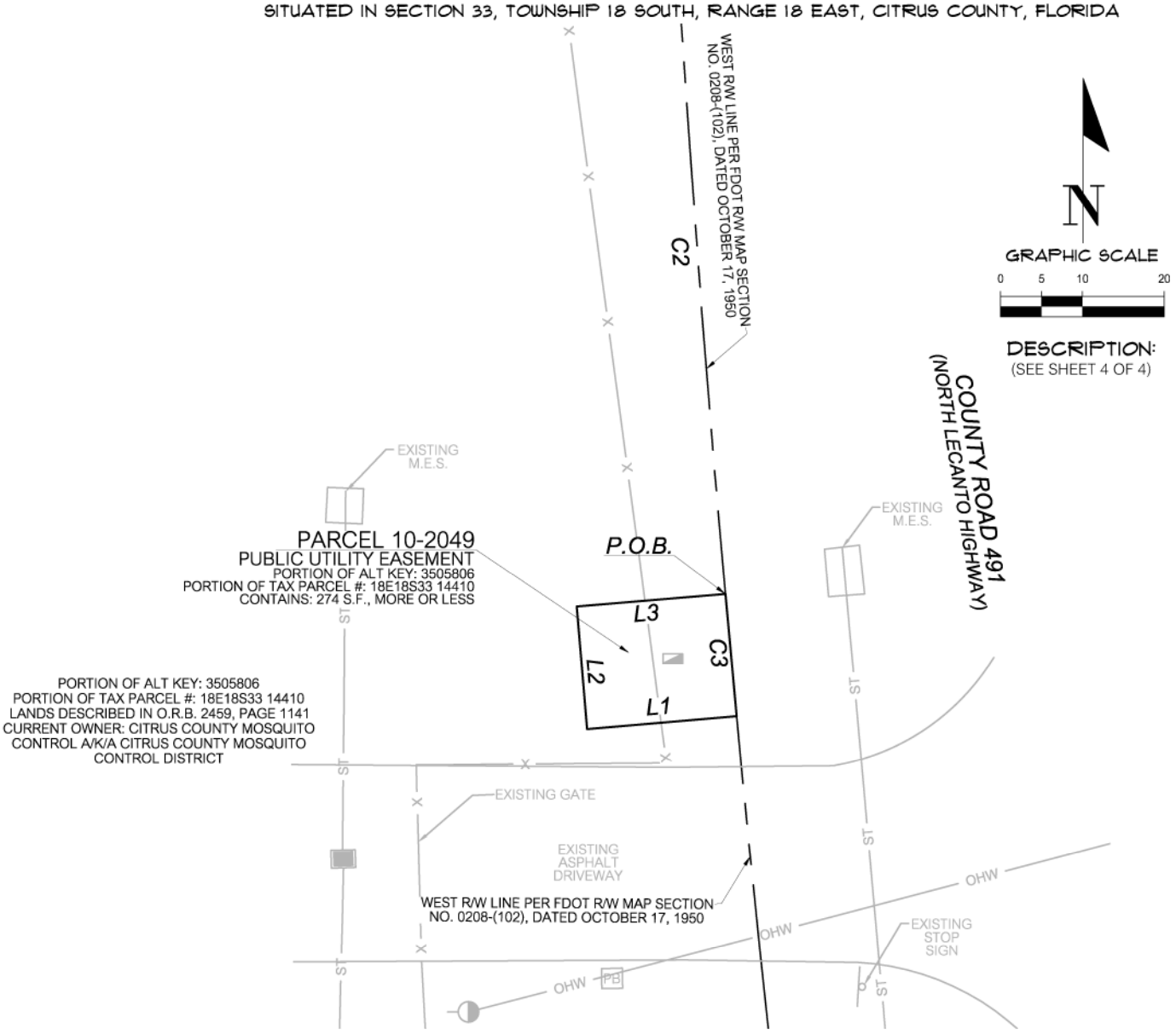
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TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 10-2049 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2(C)	158.05'	2914.93'	3°06'24"	79.04'	158.03'	S 3°32'27" E
C3(C)	15.00'	2914.93'	0°17'41"	7.50'	15.00'	S 5°14'28" E

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	S 85°05'07" W	18.31'
L2(C)	N 4°54'53" W	15.00'
L3(C)	N 85°05'07" E	18.23'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 04/07/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 20'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Alachua, Florida 326
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www.chw-inc.co
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 10-2049 DESCRIPTION

A PUBLIC UTILITY EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2459, PAGE 1141 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF OF THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°03'36" EAST, ALONG THE NORTH LINE OF SAID SECTION AND ALONG THE NORTH LINE OF AFOREMENTIONED LANDS, A DISTANCE OF 630.63 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2914.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°32'27" EAST, 158.03 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 3°06'24", AN ARC LENGTH OF 158.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 0°17'41", AN ARC LENGTH OF 15.00 FEET, SAID CALL BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 5°14'28" EAST, 15.00 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 85°05'07" WEST, A DISTANCE OF 18.31 FEET; THENCE NORTH 4°54'53" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 85°05'07" EAST, A DISTANCE OF 18.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 274 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
ALUGUBELLI VENKAT REDDY

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 04/07/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

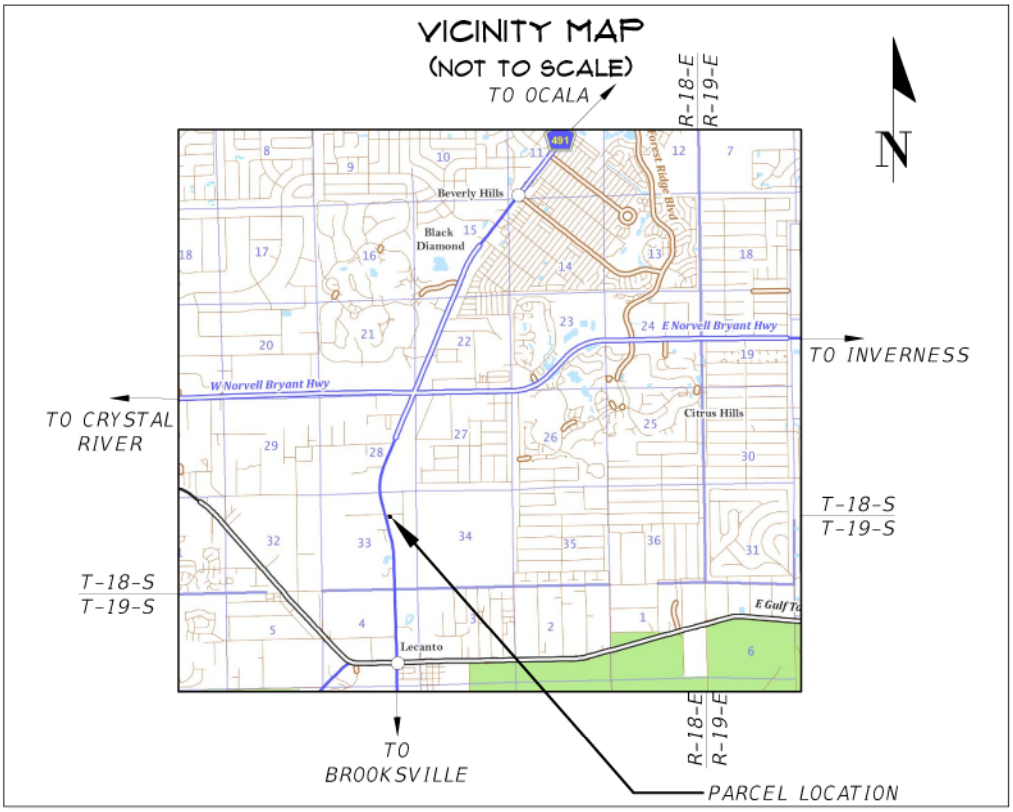
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2098 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2095, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: ANY LIEN PROVIDED BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: MINERAL RIGHT AND ROYALTY TRANSFER FROM WARNELL GLISSON, JOINED BY HIS WIFE, PERNIE GLISSON, TO JOHN M. SHIPLEY, DATED APRIL 1, 1949 AND RECORDED APRIL 21, 1949 IN DEED BOOK 87, PAGE 367, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 3"X3" CONCRETE MONUMENT WITH NO IDENTIFICATIO
- = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = FOUND 5/8" STEEL REBAR MARKED "LB 2108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = EXISTING WOODEN POWER POLE
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING GUY ANCHOR
- = EXISTING GROUND LIGHT FIXTURE
- G = GAS LINE MARKER
- = MAILBOX
- = SIGN

(C) = CALCULATED DATA
(P) = DATA BASED PLAT OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
OHW = EXISTING OVERHEAD WIRE
= EXISTING DIRT SURFACE

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO. 1 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

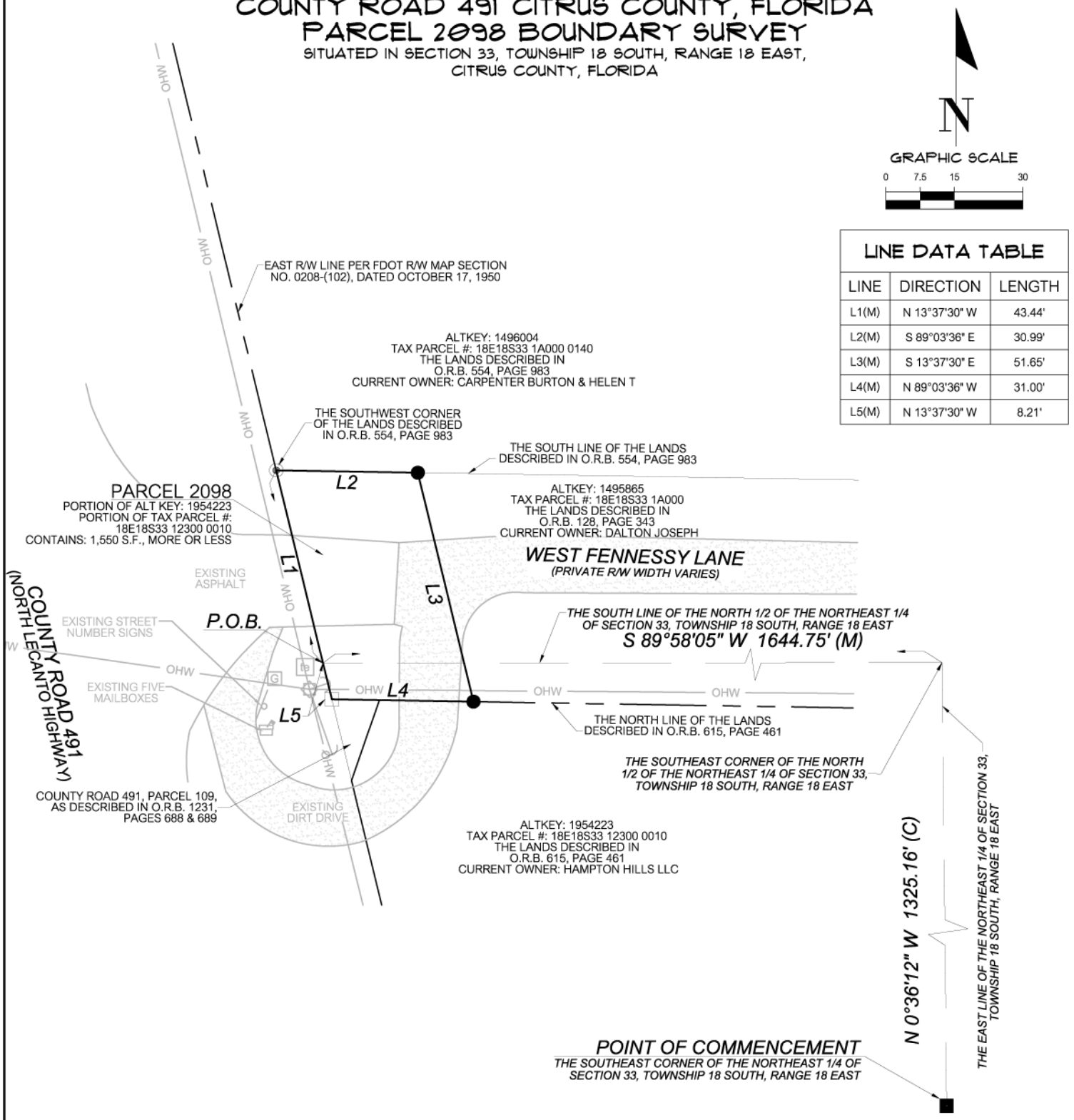
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/14/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 CITRUS COUNTY, FLORIDA
PARCEL 2098 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST,
CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 13°37'30" W	43.44'
L2(M)	S 89°03'36" E	30.99'
L3(M)	S 13°37'30" E	51.65'
L4(M)	N 89°03'36" W	31.00'
L5(M)	N 13°37'30" W	8.21'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DLATON JOSEPH

SHEET NO. 2 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	10/14/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

SCALE: 1" = 30'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 2098 DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 128, PAGE 343 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE NORTH 0°36'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1325.16 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID EAST LINE, SOUTH 89°58'05" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1644.75 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950 AND THE POINT OF BEGINNING; THENCE NORTH 13°37'30" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 43.44 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 983 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°03'36" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 30.99 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 13°37'30" EAST, A DISTANCE OF 51.65 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 615, PAGE 461 OF SAID PUBLIC RECORDS; THENCE NORTH 89°03'36" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 31.00 FEET TO AFOREMENTIONED EAST RIGHT OF WAY LINE; THENCE NORTH 13°37'30" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 8.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,550 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO.
3 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/14/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

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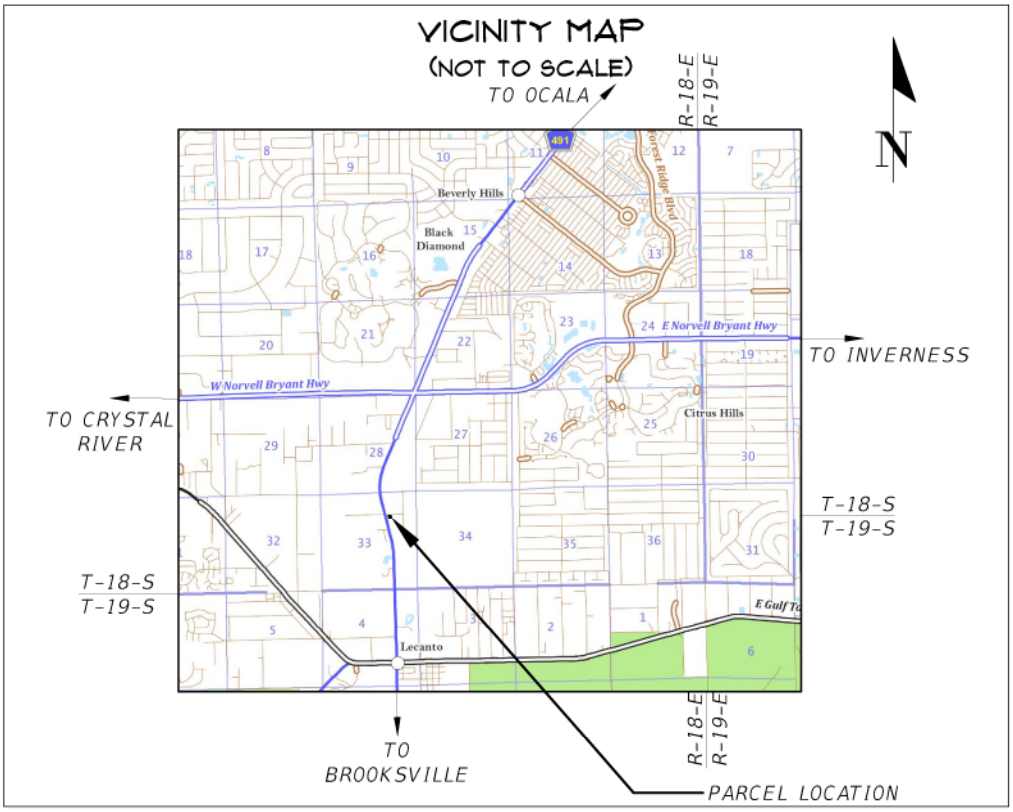
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2098 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2095, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: ANY LIEN PROVIDED BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: MINERAL RIGHT AND ROYALTY TRANSFER FROM WARNELL GLISSON, JOINED BY HIS WIFE, PERNIE GLISSON, TO JOHN M. SHIPLEY, DATED APRIL 1, 1949 AND RECORDED APRIL 21, 1949 IN DEED BOOK 87, PAGE 367, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 3"X3" CONCRETE MONUMENT WITH NO IDENTIFICATIO
- = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = FOUND 5/8" STEEL REBAR MARKED "LB 2108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = EXISTING WOODEN POWER POLE
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING GUY ANCHOR
- = EXISTING GROUND LIGHT FIXTURE
- G = GAS LINE MARKER
- = MAILBOX
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(C) = CALCULATED DATA
(P) = DATA BASED PLAT OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
OHW = EXISTING OVERHEAD WIRE
= EXISTING DIRT SURFACE

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO. 1 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/14/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

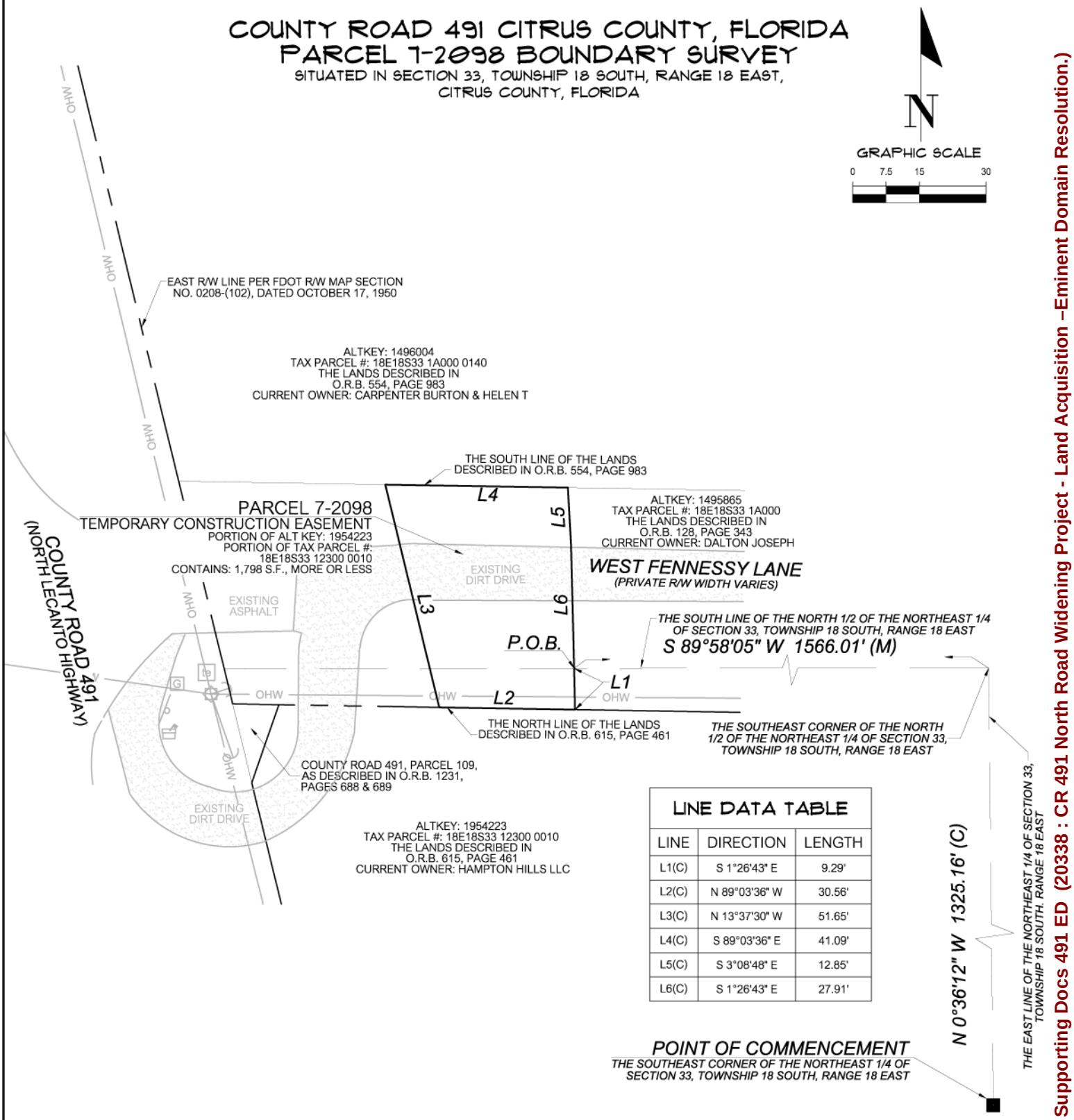
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 CITRUS COUNTY, FLORIDA
PARCEL 7-2098 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST,
CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(C)	S 1°26'43" E	9.29'
L2(C)	N 89°03'36" W	30.56'
L3(C)	N 13°37'30" W	51.65'
L4(C)	S 89°03'36" E	41.09'
L5(C)	S 3°08'48" E	12.85'
L6(C)	S 1°26'43" E	27.91'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DLATON JOSEPH

SHEET NO. 2 OF 3

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	10/14/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419
SCALE:	1" = 30'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-2098 DESCRIPTION

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 128, PAGE 343 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE NORTH 0°36'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1325.16 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID EAST LINE, SOUTH 89°58'05" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1566.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°26'43" EAST, A DISTANCE OF 9.29 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 615, PAGE 461 OF SAID PUBLIC RECORDS; THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 30.56 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, NORTH 13°37'30" WEST, A DISTANCE OF 51.65 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 983 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°03'36" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 41.09 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, SOUTH 3°08'48" EAST, A DISTANCE OF 12.85 FEET; THENCE SOUTH 1°26'43" EAST, A DISTANCE OF 27.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,798 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO.
3 OF 3

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Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF THREE

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DATE: 10/14/2021
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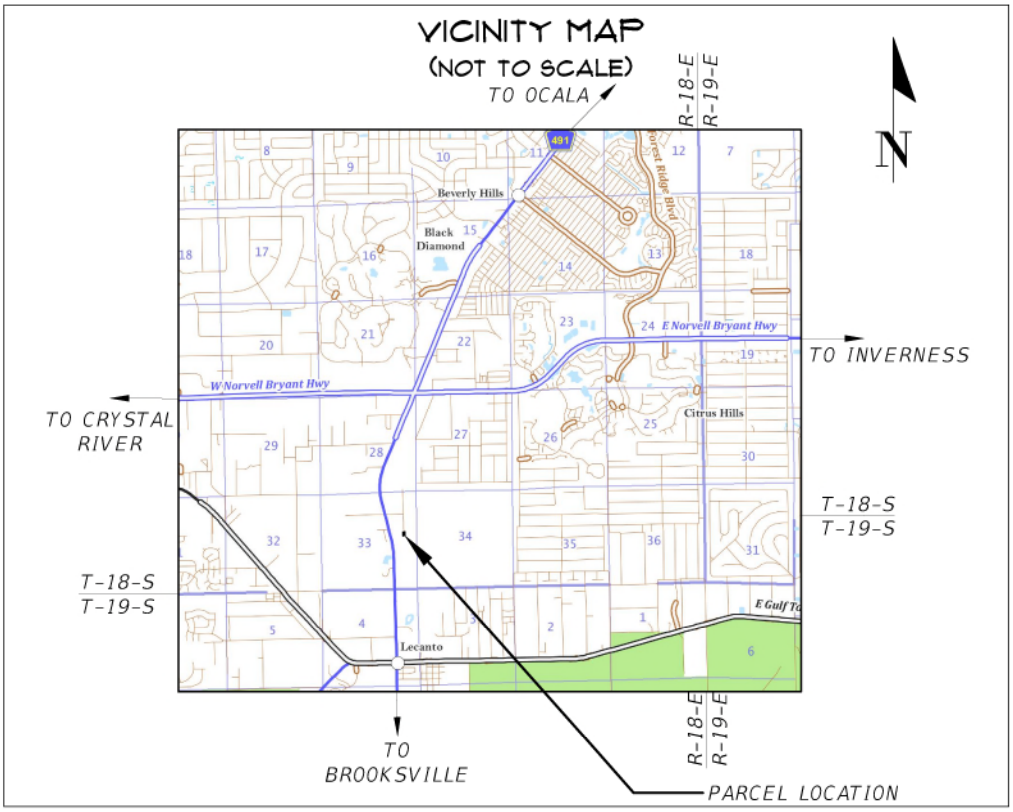
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-2098 BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2095, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
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   ITEM # 11: MINERAL RIGHT AND ROYALTY TRANSFER FROM WARNELL GLISSON, JOINED BY HIS WIFE, PERNIE GLISSON, TO JOHN M. SHIPLEY, DATED APRIL 1, 1949 AND RECORDED APRIL 21, 1949 IN DEED BOOK 87, PAGE 367, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ■ = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = EXISTING WOODEN POWER POLE
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING GUY ANCHOR
- = EXISTING WOOD LIGHT POLE

(C) = CALCULATED DATA
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

- —— X —— = EXISTING 4' WIRE FENCE
- —— OHW —— = EXISTING OVERHEAD WIRE
- = EXISTING DIRT SURFACE

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO. 1 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/15/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

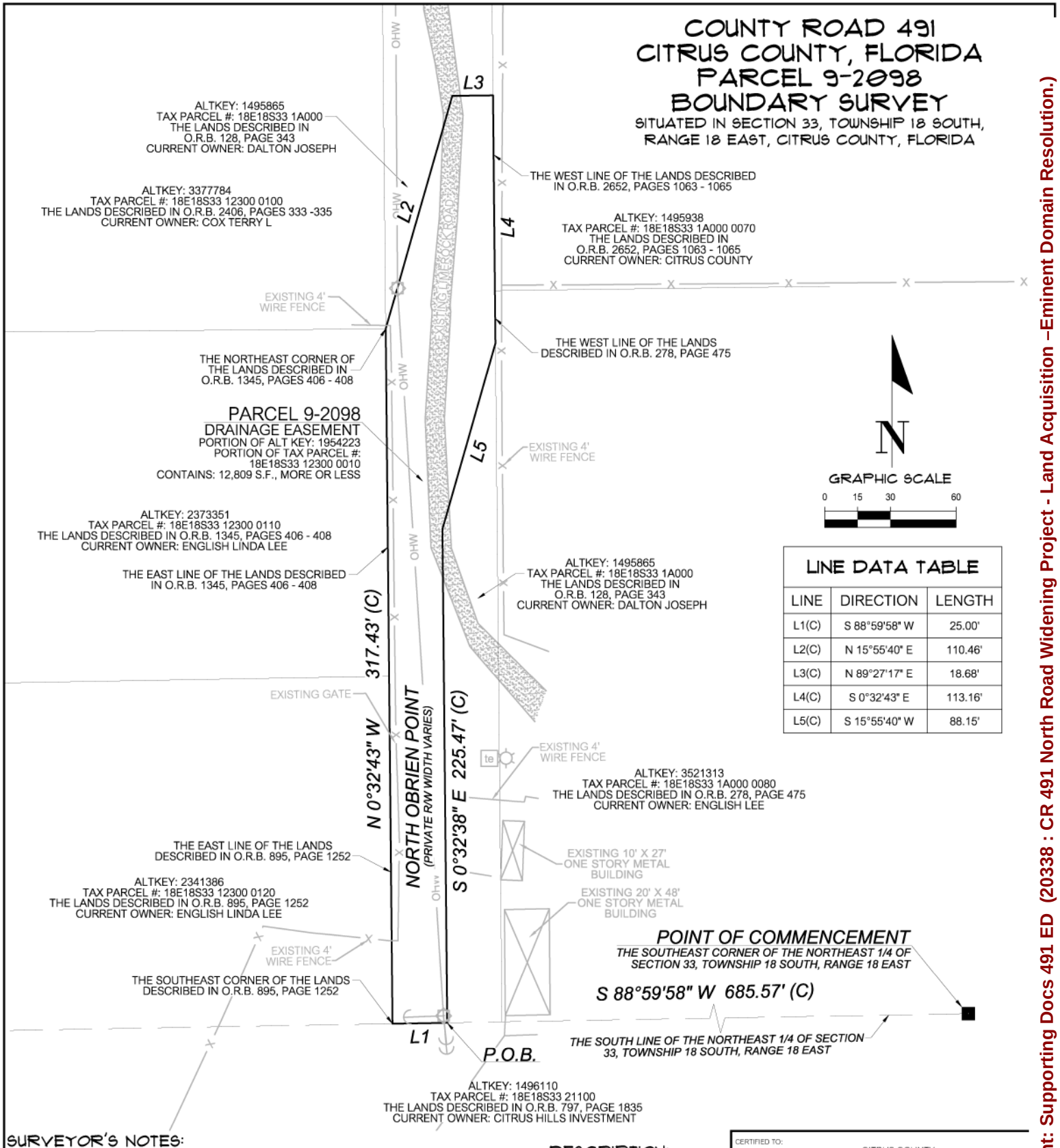
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(352) 331-19
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est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491
CITRUS COUNTY, FLORIDA
PARCEL 9-2098
BOUNDARY SURVEY

SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	S 88°59'58" W	25.00'
L2(C)	N 15°55'40" E	110.46'
L3(C)	N 89°27'17" E	18.68'
L4(C)	S 0°32'43" E	113.16'
L5(C)	S 15°55'40" W	88.15'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DLATON JOSEPH

SHEET NO. 2 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	10/15/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

SCALE: 1" = 60'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-2098 DESCRIPTION

LEGAL DESCRIPTION:

A DRAINAGE EASEMENT SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 128, PAGE 343 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°59'58" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 685.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°59'58" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 1252 OF SAID PUBLIC RECORDS; THENCE NORTH 0°32'43" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1345, PAGES 406 THROUGH 408 OF SAID PUBLIC RECORDS, A DISTANCE OF 317.43 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1345, PAGES 406 THROUGH 408; THENCE NORTH 15°55'40" EAST, A DISTANCE OF 110.46 FEET; THENCE NORTH 89°27'17" EAST, A DISTANCE OF 18.68 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2652, PAGES 1063 THROUGH 1065 OF SAID PUBLIC RECORDS; THENCE SOUTH 0°32'43" EAST, ALONG THE THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2652, PAGES 1063 THROUGH 1065 AND ALONG THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 278, PAGE 475 OF SAID PUBLIC RECORDS, A DISTANCE OF 113.16 FEET; THENCE DEPARTING THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 278, PAGE 475, SOUTH 15°55'40" WEST, A DISTANCE OF 88.15 FEET; THENCE SOUTH 0°32'38" EAST, A DISTANCE OF 225.47 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 12,809 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO. 3 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/15/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

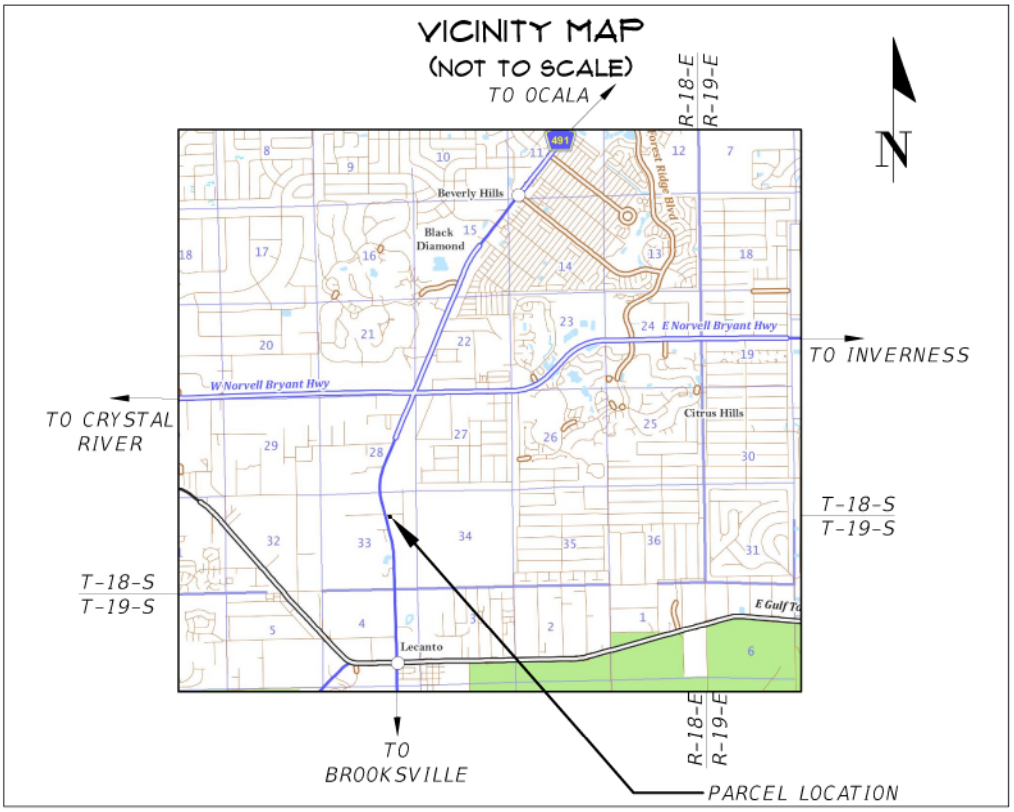
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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 10-2098 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-2095, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: ANY LIEN PROVIDED BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: MINERAL RIGHT AND ROYALTY TRANSFER FROM WARNELL GLISSON, JOINED BY HIS WIFE, PERNIE GLISSON, TO JOHN M. SHIPLEY, DATED APRIL 1, 1949 AND RECORDED APRIL 21, 1949 IN DEED BOOK 87, PAGE 367, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF THREE (3) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH. SEE SHEET THREE (3) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 3"X3" CONCRETE MONUMENT WITH NO IDENTIFICATIO
- = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = FOUND 5/8" STEEL REBAR MARKED "LB 2108"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = EXISTING WOODEN POWER POLE
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING GUY ANCHOR
- = EXISTING GROUND LIGHT FIXTURE
- G = GAS LINE MARKER
- = MAILBOX
- = SIGN

(C) = CALCULATED DATA
(P) = DATA BASED PLAT OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
OHW = EXISTING OVERHEAD WIRE
= EXISTING DIRT SURFACE

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO. 1 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

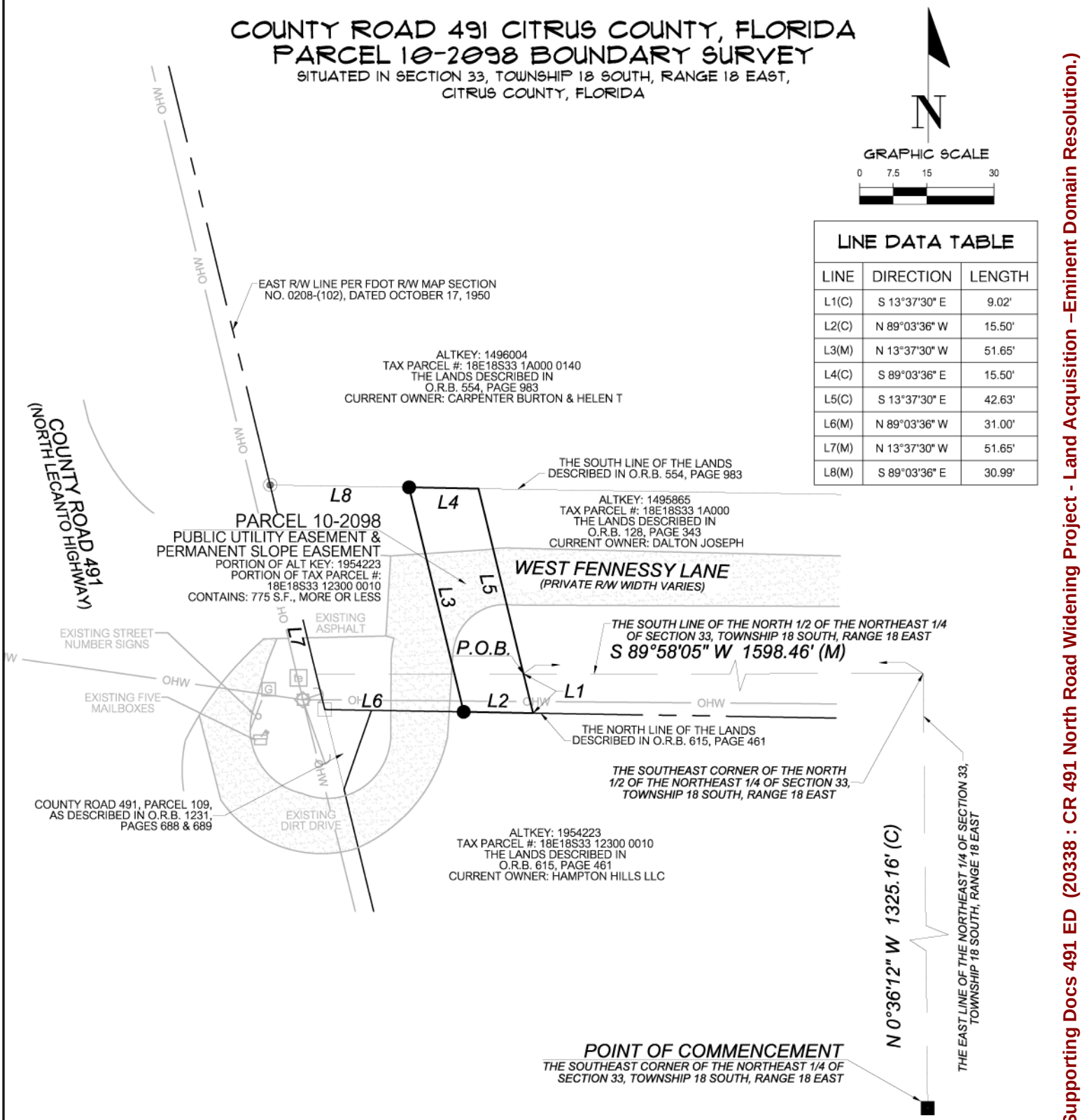
MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/14/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
11801 Research Dri
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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 CITRUS COUNTY, FLORIDA
PARCEL 10-2098 BOUNDARY SURVEY
SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST,
CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(C)	S 13°37'30" E	9.02'
L2(C)	N 89°03'36" W	15.50'
L3(M)	N 13°37'30" W	51.65'
L4(C)	S 89°03'36" E	15.50'
L5(C)	S 13°37'30" E	42.63'
L6(M)	N 89°03'36" W	31.00'
L7(M)	N 13°37'30" W	51.65'
L8(M)	S 89°03'36" E	30.99'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 3 OF 3)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DLATON JOSEPH

SHEET NO. 2 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	10/14/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

SCALE: 1" = 30'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 10-2098 DESCRIPTION

LEGAL DESCRIPTION:

A PUBLIC UTILITY EASEMENT AND PERMANENT SLOPE EASEMENT SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 128, PAGE 343 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE NORTH 0°36'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1325.16 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID EAST LINE, SOUTH 89°58'05" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1598.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°37'30" EAST, A DISTANCE OF 9.02 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 615, PAGE 461 OF SAID PUBLIC RECORDS; THENCE NORTH 89°03'36" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 15.50 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, NORTH 13°37'30" WEST, A DISTANCE OF 51.65 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 983 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°03'36" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 15.50 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, SOUTH 13°37'30" EAST, A DISTANCE OF 42.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 775 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DALTON JOSEPH

SHEET NO.
3 OF 3

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF THREE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/14/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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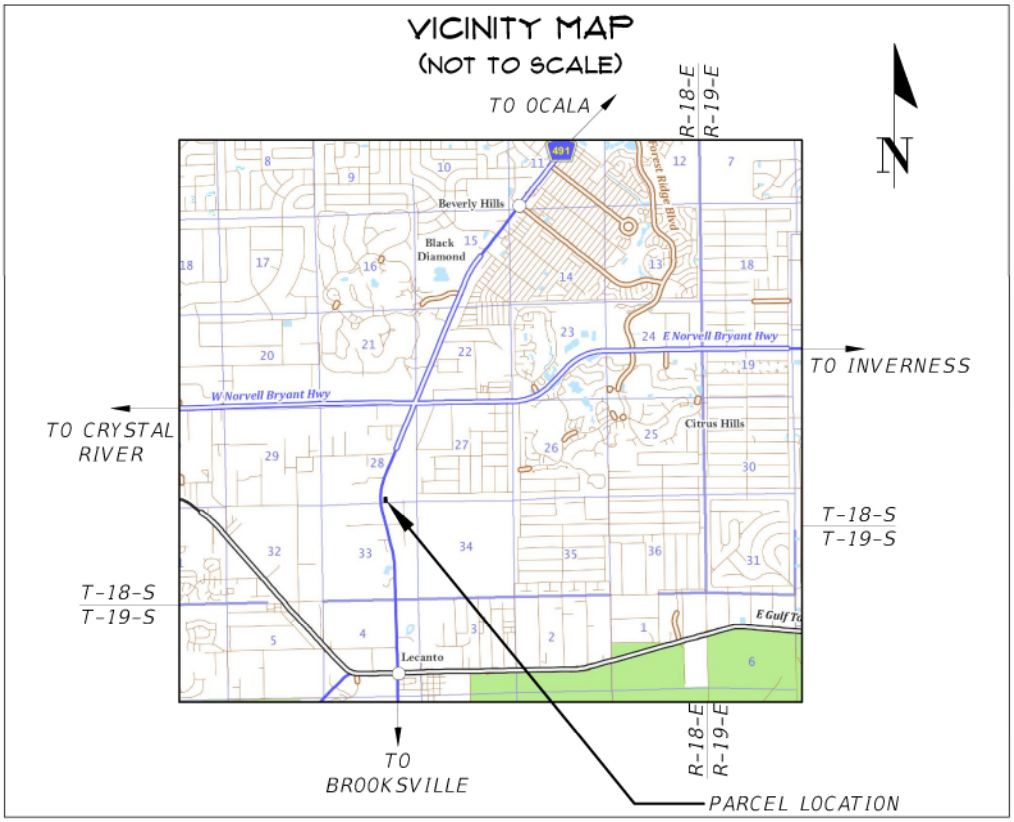
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3000 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3000, DATED DECEMBER 10, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: EASEMENT AS SET FORTH IN THAT CERTAIN DEED FROM PAULINE E. ALLEN A/K/A PAULINE ALLEN, AN UNREMARRIED WIDOW AND SURVIVOR OF AN ESTATE BY THE ENTIRETIES WITH HER DECEASED HUSBAND, HORACE V. ALLEN, TO ROBERT H. WEBB, JR., CHARLES WHITEHEAD AND DAVID B. MACDONALD, DATED DAY 9, 1994 AND RECORDED MAY 11, 1994 IN OFFICIAL RECORDS BOOK 1033, PAGE 1286; AS THEREAFTER RESTATED IN OFFICIAL RECORDS BOOK 2875, PAGE 1392, BOTH OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 11: CREATION AND GRANT OF PRIVATE ROAD RIGHT-OF-WAY EASEMENT FROM CHARLES E. WHITEHEAD, DAVID B. MACDONALD, AND ROBERT H. WEBB, JR., TO GATOR SMR, INC., DATED FEBRUARY 28, 1995 AND RECORDED MARCH 2, 1995 IN OFFICIAL RECORDS BOOK 1070, PAGE 1940, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ■ = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION" (UNLESS NOTED)
- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- (THH) = EXISTING ELECTRIC HANDHOLE
- (FO) = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING FIRE HYDRANT
- = EXISTING SIGN
- (G) = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
WEBB ROBERT H JR AND MacDONALD DAVID B A/K/A McDONALD DAVID B

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/15/2021
TECHNICIAN: KWM
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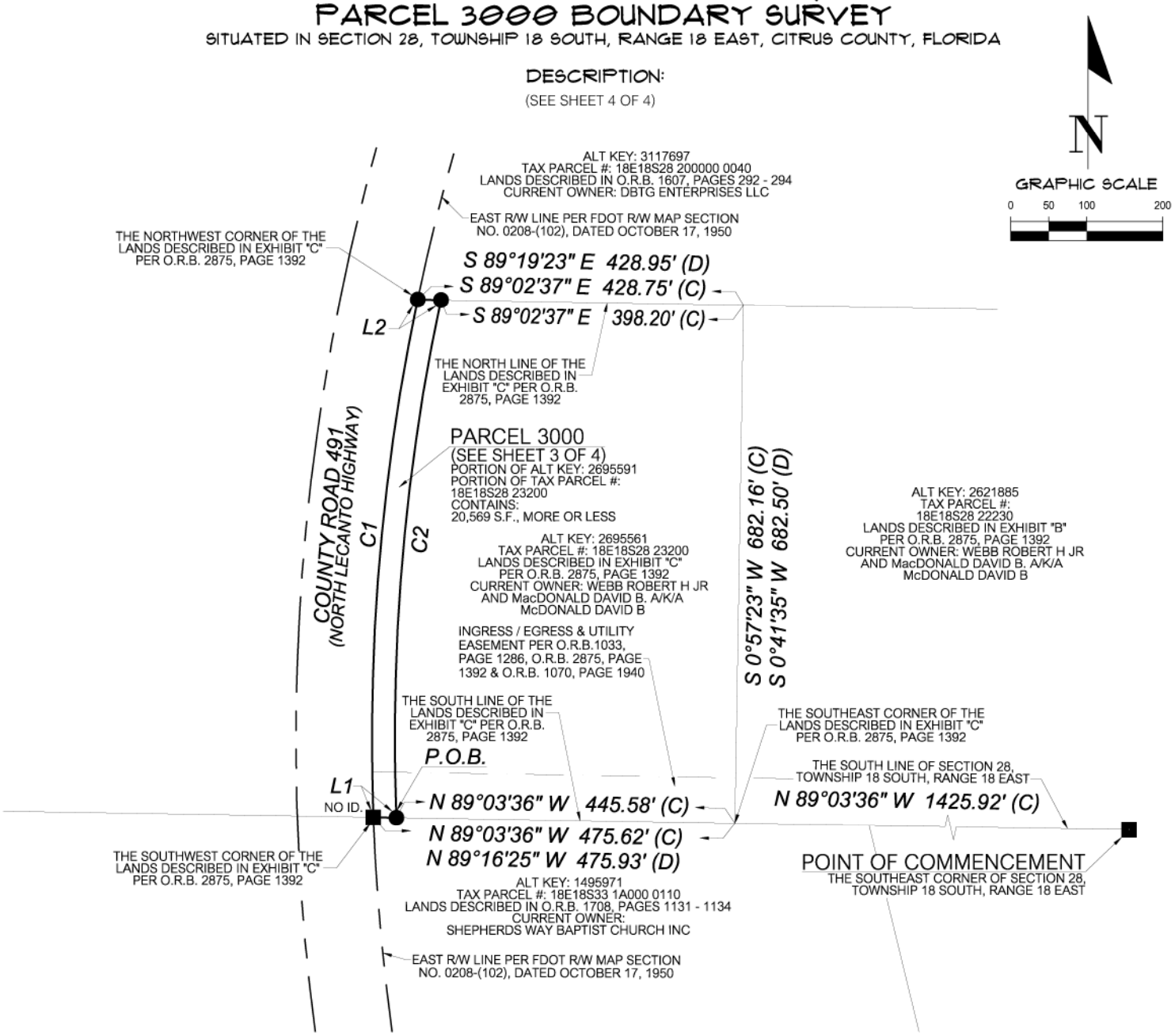
Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3000 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:

(SEE SHEET 4 OF 4)



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	N 89°03'36" W	30.04'
L2(M)	S 89°02'37" E	30.56'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	685.59'	2814.93'	13°57'17"	344.50'	683.90'	N 4°53'09" E
C1(D)	685.43'	2814.93'	13°57'05"	344.50'	683.74'	N 4°38'27" E
C2(M)	685.66'	2784.93'	14°06'23"	344.57'	683.93'	S 4°55'45" W

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
WEBB ROBERT H JR AND MacDONALD DAVID B A/K/A McDONALD DAVID B

SHEET NO. 2 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/15/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

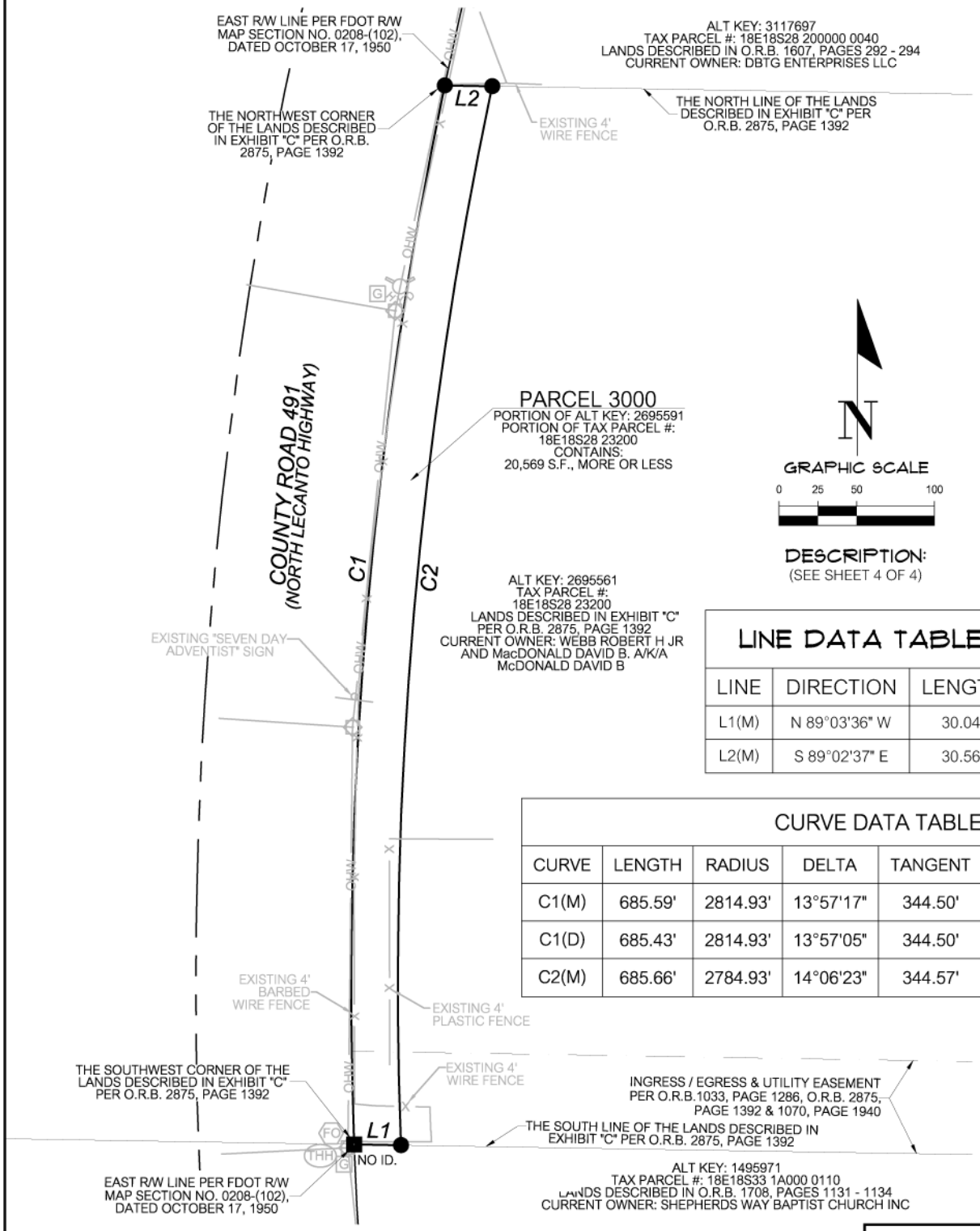
SCALE: 1" = 200'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3000 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	N 89°03'36" W	30.04'
L2(M)	S 89°02'37" E	30.56'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	685.59'	2814.93'	13°57'17"	344.50'	683.90'	N 4°53'09" E
C1(D)	685.43'	2814.93'	13°57'05"	344.50'	683.74'	N 4°38'27" E
C2(M)	685.66'	2784.93'	14°06'23"	344.57'	683.93'	S 4°55'45" W

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
WEBB ROBERT H JR AND MacDONALD DAVID B A/K/A McDONALD DAVID B

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/15/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3000 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN EXHIBIT "C" PER OFFICIAL RECORDS BOOK 2875, PAGE 1392 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE NORTH 89°03'36" WEST, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1425.92 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE SOUTH LINE OF SAID SECTION AND ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 445.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE SOUTH LINE OF SAID SECTION AND ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 30.04 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950 SAID POINT ALSO LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2814.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 4°53'09" EAST, 683.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 13°57'17", AN ARC LENGTH OF 685.59 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 89°02'37" EAST, ALONG THE NORTH LINE OF SAID LANDS,A DISTANCE OF 30.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 4°55'45" WEST, 683.93 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°06'23", AN ARC LENGTH OF 685.66 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 20,569 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

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SHEET NO. 4 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/15/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

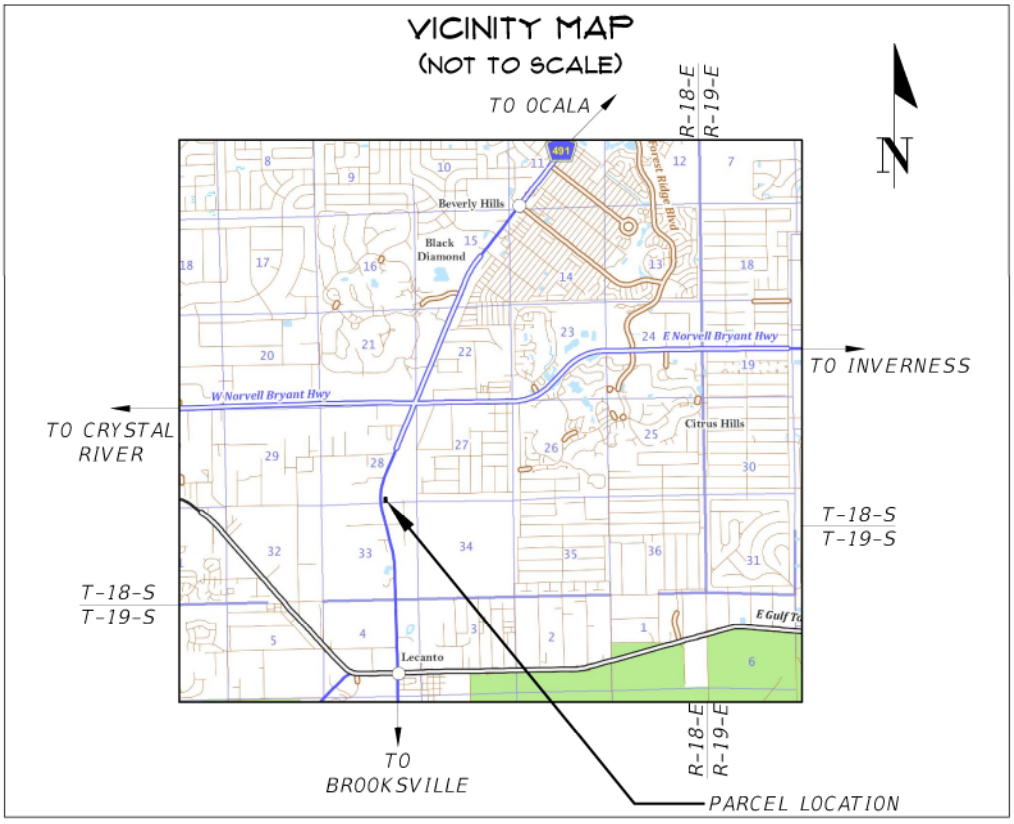
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3000 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3000, DATED DECEMBER 10, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THERE ARE NO SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS.
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ■ = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION" (UNLESS NOTED)
- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075
- = EXISTING FIRE HYDRANT
- G = EXISTING GAS LINE MARKER
- = EXISTING WOODEN POWER POLE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

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SHEET NO. 1 OF 4

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

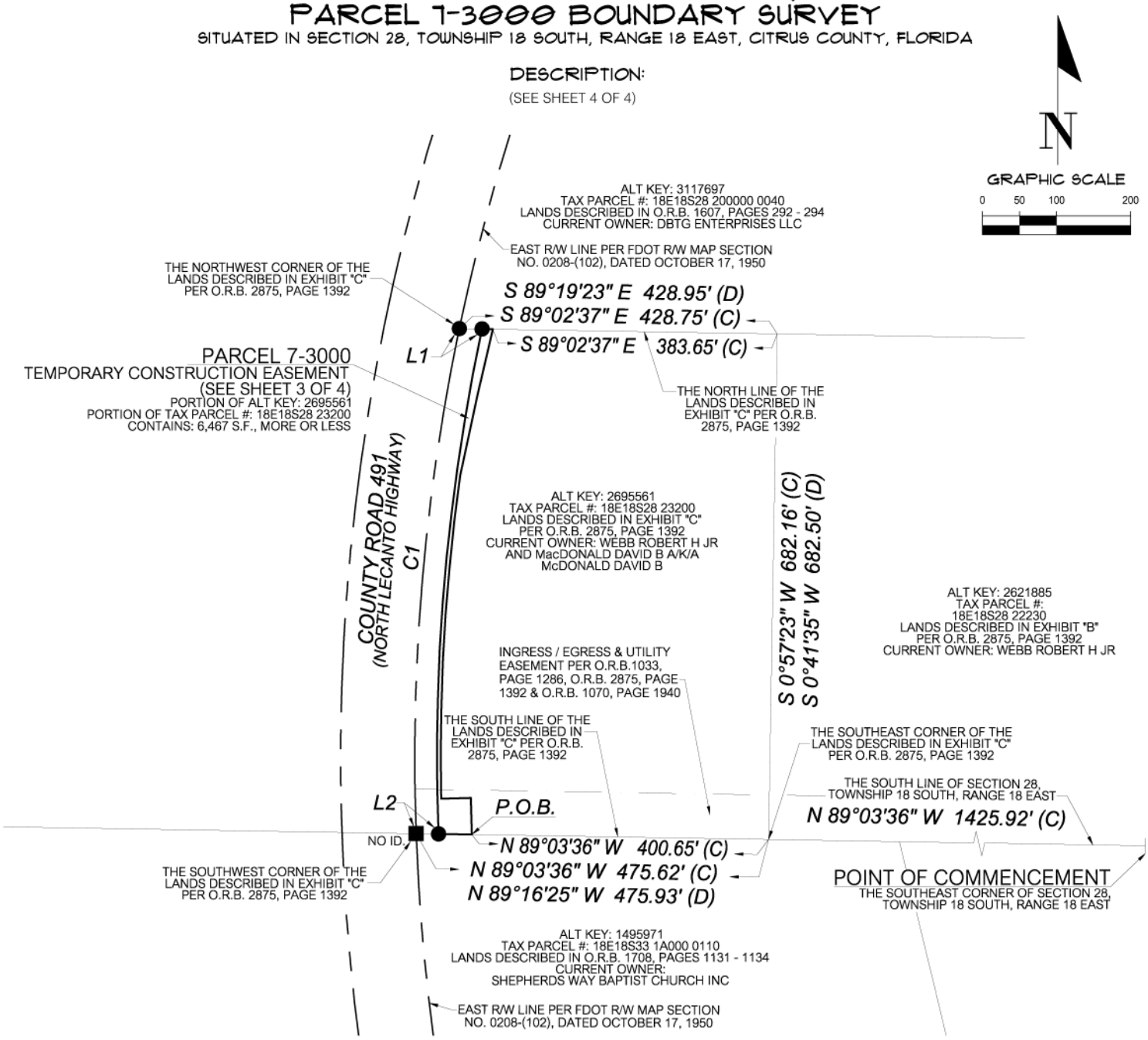
DATE: 01/13/2022
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3000 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 89°02'37" E	30.56'
L2(M)	N 89°03'36" W	30.04'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	685.59'	2814.93'	13°57'17"	344.50'	683.90'	N 4°53'09" E
C1(D)	685.43'	2814.93'	13°57'05"	344.50'	683.74'	N 4°38'27" E

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 2 OF 4

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MARTIN G. DARDIS
SEE SHEET ONE OF FOUR
Professional Surveyor & Mapper Fla. License No. 5097

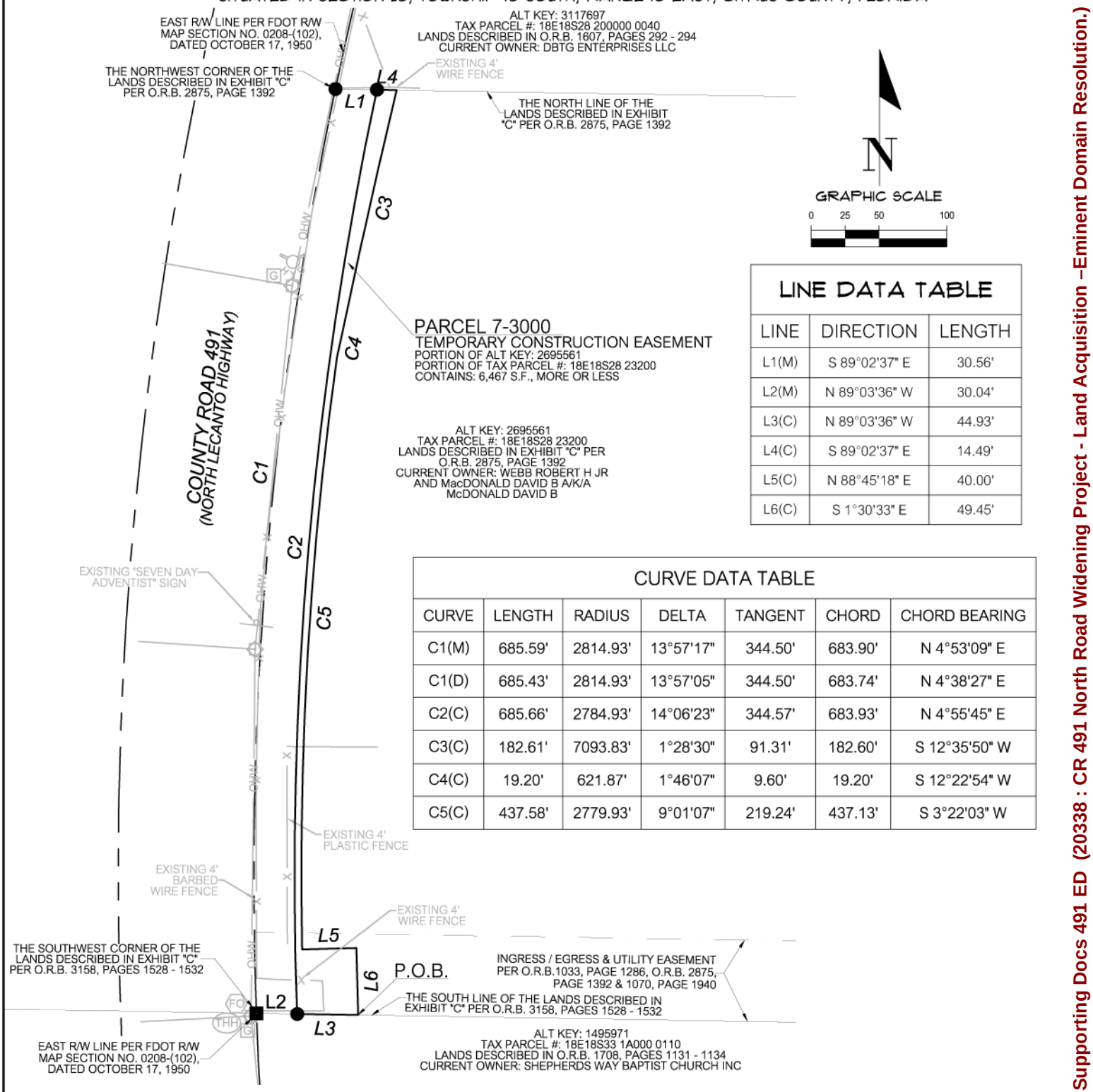
DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3000 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 89°02'37" E	30.56'
L2(M)	N 89°03'36" W	30.04'
L3(C)	N 89°03'36" W	44.93'
L4(C)	S 89°02'37" E	14.49'
L5(C)	N 88°45'18" E	40.00'
L6(C)	S 1°30'33" E	49.45'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	685.59'	2814.93'	13°57'17"	344.50'	683.90'	N 4°53'09" E
C1(D)	685.43'	2814.93'	13°57'05"	344.50'	683.74'	N 4°38'27" E
C2(C)	685.66'	2784.93'	14°06'23"	344.57'	683.93'	N 4°55'45" E
C3(C)	182.61'	7093.83'	1°28'30"	91.31'	182.60'	S 12°35'50" W
C4(C)	19.20'	621.87'	1°46'07"	9.60'	19.20'	S 12°22'54" W
C5(C)	437.58'	2779.93'	9°01'07"	219.24'	437.13'	S 3°22'03" W

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 4 OF 4)

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WEBB ROBERT H JR AND MacDONALD DAVID B A/K/A
McDONALD DAVID B

SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3000 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN EXHIBIT "C" PER OFFICIAL RECORDS BOOK 2875, PAGE 1392 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE NORTH 89°03'36" WEST, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1425.92 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE SOUTH LINE OF SAID SECTION AND ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 400.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, NORTH 89°03'36" WEST, ALONG THE SOUTH LINE OF SAID SECTION AND ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 44.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 4°55'45" EAST, 683.93 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LANDS, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°06'23", AN ARC LENGTH OF 685.66 FEET TO THE NORTH LINE OF SAID LANDS AND TO THE END OF SAID CURVE; THENCE SOUTH 89°02'37" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 14.49 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7093.83 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 12°35'50" WEST, 182.60 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°28'30", AN ARC LENGTH OF 182.61 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 621.87 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 12°22'54" WEST, 19.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°46'07", AN ARC LENGTH OF 19.20 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2779.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°22'03" WEST, 437.13 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°01'07", AN ARC LENGTH OF 437.58 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°45'18" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 1°30'33" EAST, A DISTANCE OF 49.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 6,467 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
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WEBB ROBERT H JR AND MacDONALD DAVID B A/K/A
McDONALD DAVID B

SHEET NO. 4 OF 4

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Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

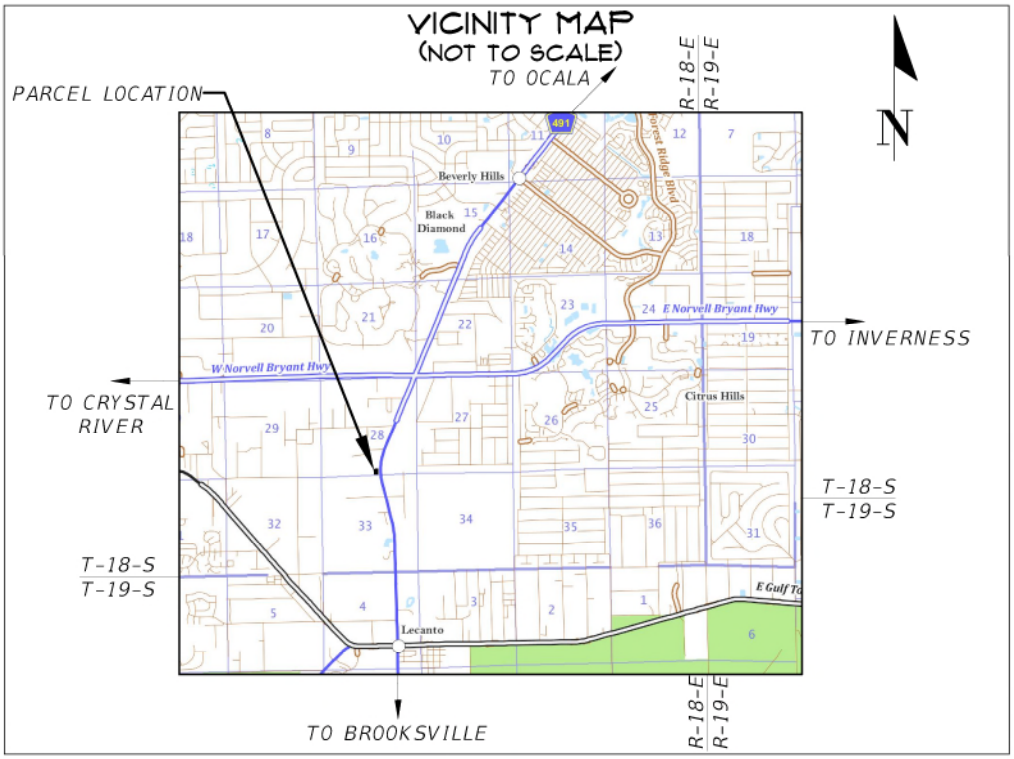
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3001 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3000, DATED DECEMBER 10, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: EASEMENT INITIALLY IN FAVOR OF DAVID ANTHONY CROFT AND RUTH NARY CROFT, HIS WIFE DATED NAY 21, 1980 AND RECORDED NAY 30, 1980 IN OFFICIAL RECORDS BOOK 558, PAGE 704 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 12: EASEMENT AS DESCRIBED IN THAT CERTAIN DEED TO HORACE V. ALLEN, JR. DATED MARCH 10, 2004 AND RECORDED MARCH 12, 2004 IN OFFICIAL RECORDS BOOK 1697, PAGE 1407 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 13: UNRECORDED LEASE DATED FEBRUARY 1, 2009 BETWEEN LECANTO RESIDENTIAL PARTNERS, LLC AND D. A. HALEY AND E. J. HEDBERG. (NOT GRAPHICALLY SHOWN)

   ITEM # 14: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 1816) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. I/K/A LAMAR WHITECO OUTDOOR CORPORATION F/K/A CHANCELLOR NEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

   ITEM # 15: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 2849) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. F/K/A LAMAR WHITECO OUTDOOR CORPORATION I/K/A CHANCELLOR MEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "ESU INC LB 50"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 2108"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 7008"
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING GUY ANCHOR
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING WOODEN POWER POLE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

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GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 1 OF 4

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MARTIN G. DARDIS

Martin G Dardis

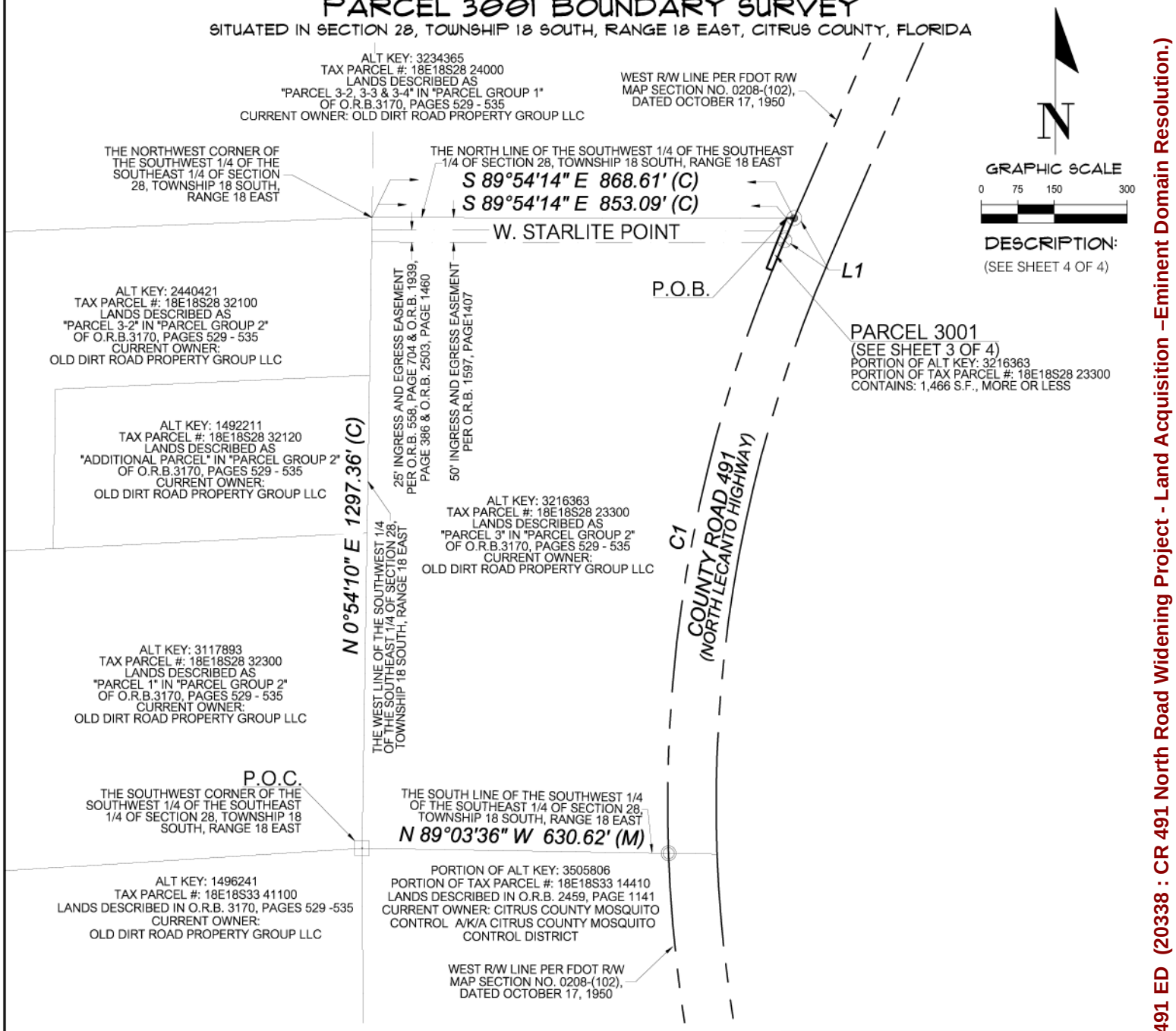
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3001 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	1293.72'	2914.93'	25°25'46"	657.69'	1283.13'	S 10°43'38" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 23°26'31" W	49.46'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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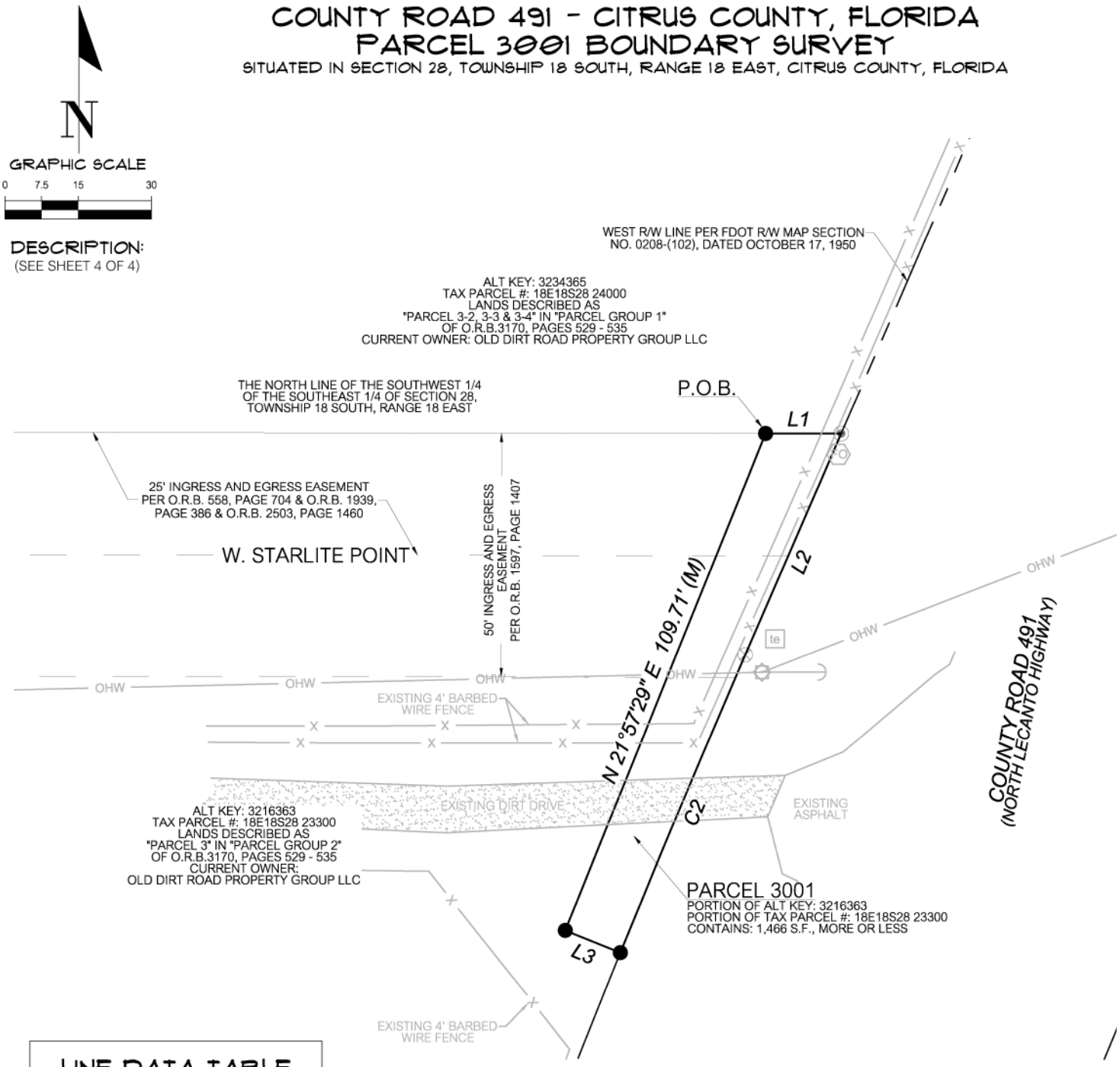
DATE: 10/18/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 300'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3001 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 89°54'14" E	15.52'
L2(M)	S 23°26'31" W	49.46'
L3(M)	N 67°51'26" W	12.16'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2(M)	66.10'	2914.93'	1°17'57"	33.05'	66.10'	S 22°47'33" W

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/18/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3001 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED AS "PARCEL 3" IN "PARCEL GROUP 2" OF OFFICIAL RECORDS BOOK 3170, PAGES 529 THROUGH 535 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE NORTH 0°54'10" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1297.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 853.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 15.52 FEET THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE SOUTH 23°26'31" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 49.46 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2914.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 22°47'33" WEST, 66.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 1°17'57", AN ARC LENGTH OF 66.10 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 67°51'26" WEST, A DISTANCE OF 12.16 FEET; THENCE NORTH 21°57'29" EAST, A DISTANCE OF 109.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,466 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/18/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

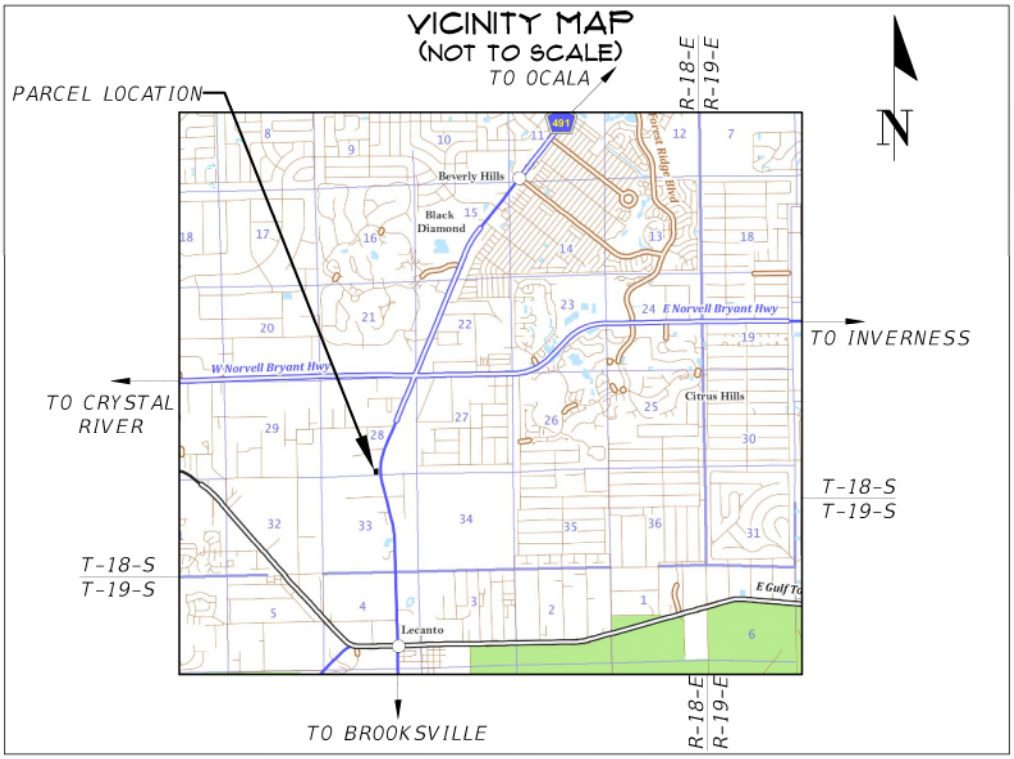
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3001 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3000, DATED DECEMBER 10, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 13: UNRECORDED LEASE DATED FEBRUARY 1, 2009 BETWEEN LECANTO RESIDENTIAL PARTNERS, LLC AND D. A. HALEY AND E. J. HEDBERG. (NOT GRAPHICALLY SHOWN)

   ITEM # 14: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 1816) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. I/K/A LAMAR WHITECO OUTDOOR CORPORATION F/K/A CHANCELLOR NEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

   ITEM # 15: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 2849) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. F/K/A LAMAR WHITECO OUTDOOR CORPORATION I/K/A CHANCELLOR MEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "ESU INC LB 50"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 2108"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 7008"
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING GUY ANCHOR
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING WOODEN POWER POLE
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

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GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/19/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

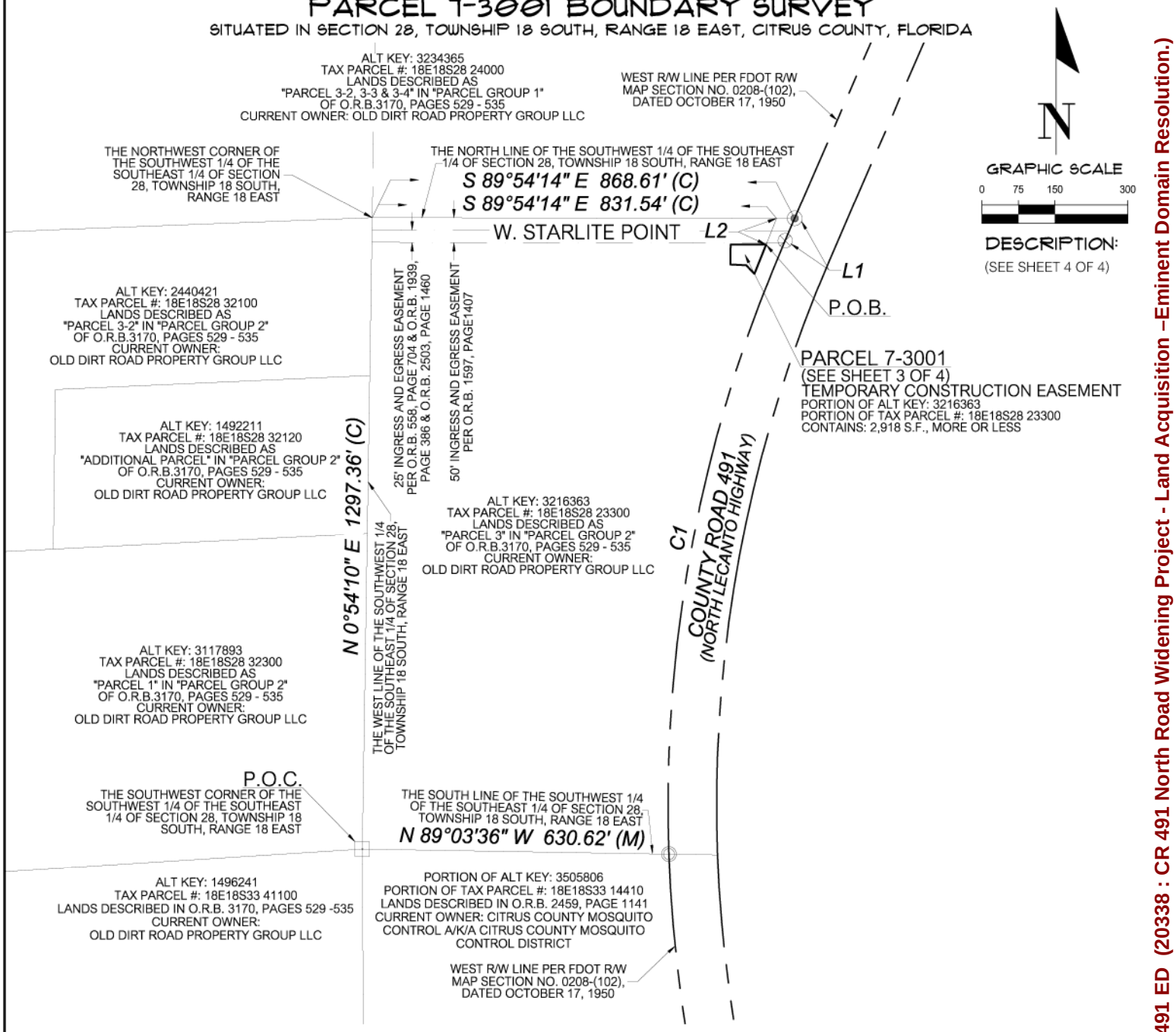
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3001 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	1293.72'	2914.93'	25°25'46"	657.69'	1283.13'	S 10°43'38" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	S 23°26'31" W	49.46'
L2(C)	S 21°57'29" W	57.45'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

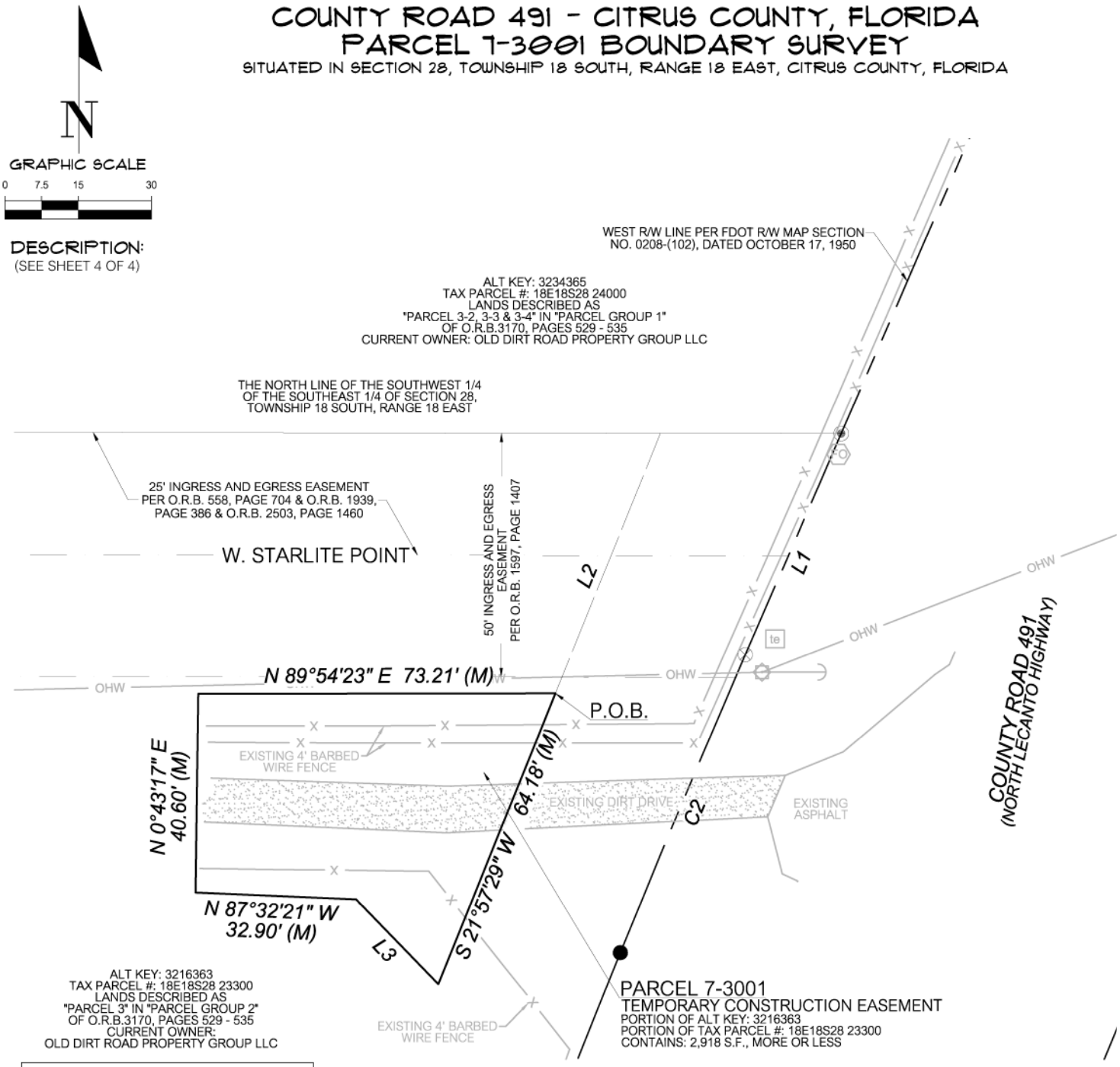
DATE: 10/19/2021
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PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3001 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 23°26'31" W	49.46'
L2(C)	S 21°57'29" W	57.45'
L3(C)	N 44°06'46" W	24.22'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2(M)	66.10'	2914.93'	1°17'57"	33.05'	66.10'	S 22°47'33" W

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 3 OF 4

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SEE SHEET ONE OF FOUR

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DATE: 10/19/2021
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3001 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED AS "PARCEL 3" IN "PARCEL GROUP 2" OF OFFICIAL RECORDS BOOK 3170, PAGES 529 THROUGH 535 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE NORTH 0°54'10" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1297.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 831.54 FEET; THENCE DEPARTING THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 21°57'29" WEST, A DISTANCE OF 57.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°57'29" WEST, A DISTANCE OF 64.18 FEET; THENCE NORTH 44°06'46" WEST, A DISTANCE OF 24.22 FEET; THENCE NORTH 87°32'21" WEST, A DISTANCE OF 32.90 FEET; THENCE NORTH 0°43'17" EAST, A DISTANCE OF 40.60 FEET; THENCE NORTH 89°54'23" EAST, A DISTANCE OF 73.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2,918 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 4 OF 4

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SEE SHEET ONE OF FOUR

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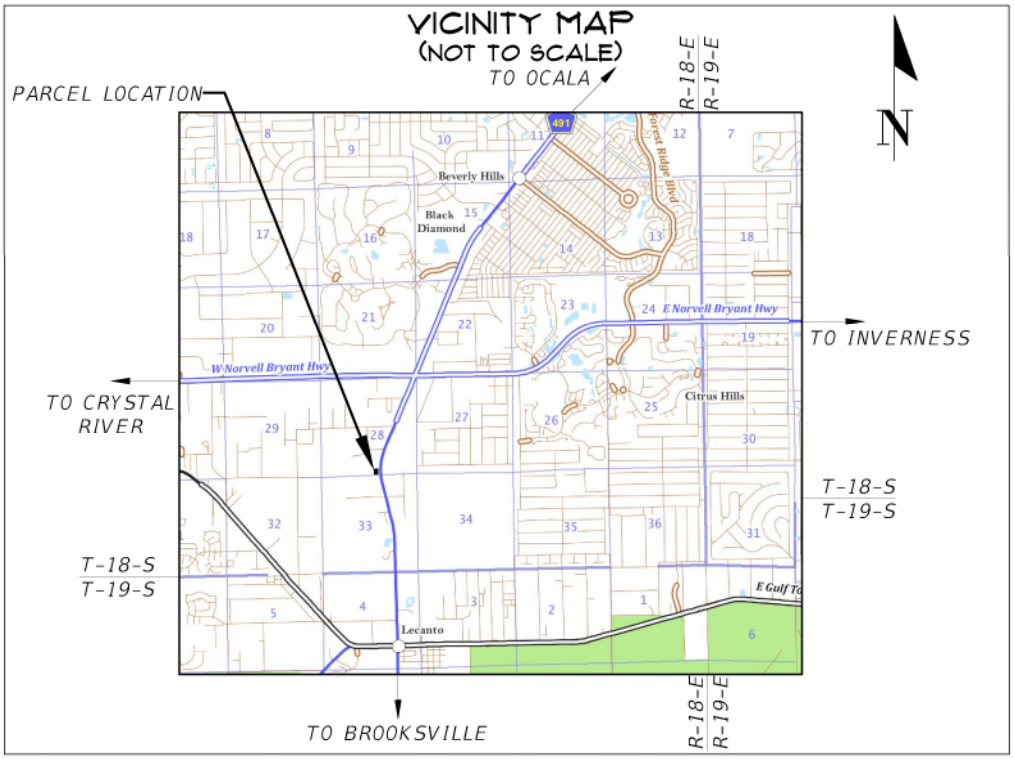
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3001 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3000, DATED DECEMBER 10, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: EASEMENT INITIALLY IN FAVOR OF DAVID ANTHONY CROFT AND RUTH NARY CROFT, HIS WIFE DATED NAY 21, 1980 AND RECORDED NAY 30, 1980 IN OFFICIAL RECORDS BOOK 558, PAGE 704 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 12: EASEMENT AS DESCRIBED IN THAT CERTAIN DEED TO HORACE V. ALLEN, JR. DATED MARCH 10, 2004 AND RECORDED MARCH 12, 2004 IN OFFICIAL RECORDS BOOK 1697, PAGE 1407 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. (GRAPHICALLY SHOWN)

   ITEM # 13: UNRECORDED LEASE DATED FEBRUARY 1, 2009 BETWEEN LECANTO RESIDENTIAL PARTNERS, LLC AND D. A. HALEY AND E. J. HEDBERG. (NOT GRAPHICALLY SHOWN)

   ITEM # 14: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 1816) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. I/K/A LAMAR WHITECO OUTDOOR CORPORATION F/K/A CHANCELLOR NEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

   ITEM # 15: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 2849) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. F/K/A LAMAR WHITECO OUTDOOR CORPORATION I/K/A CHANCELLOR MEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF SIX (6) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEETS THREE (3) THROUGH FIVE (5) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET SIX (6) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
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OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 1 OF 6

This map prepared by:

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Martin G Dardis

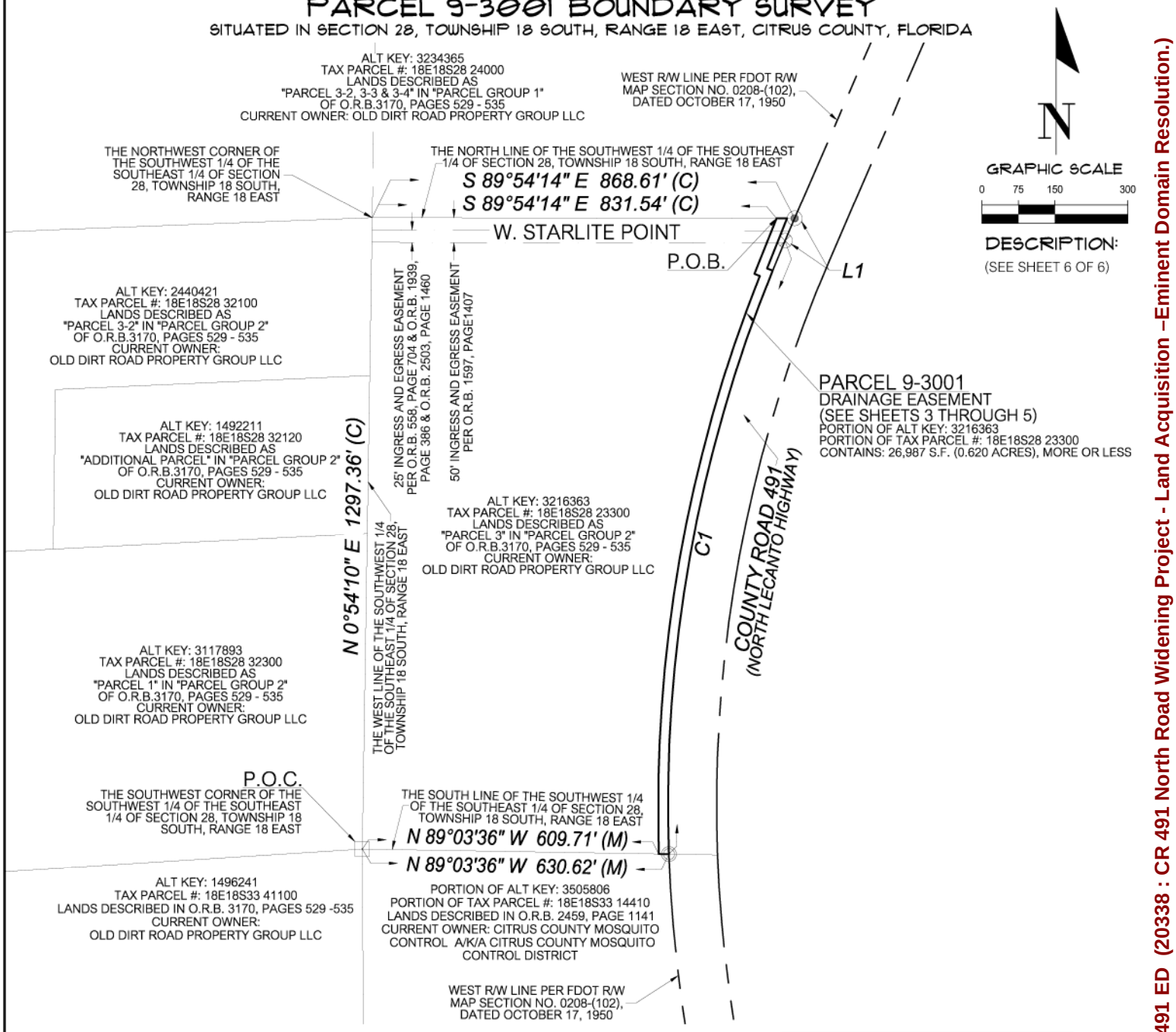
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3001 BOUNDARY SURVEY
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SHEET NO. 2 OF 6

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SEE SHEET ONE OF SIX

Professional Surveyor & Mapper Fla. License No. 5097

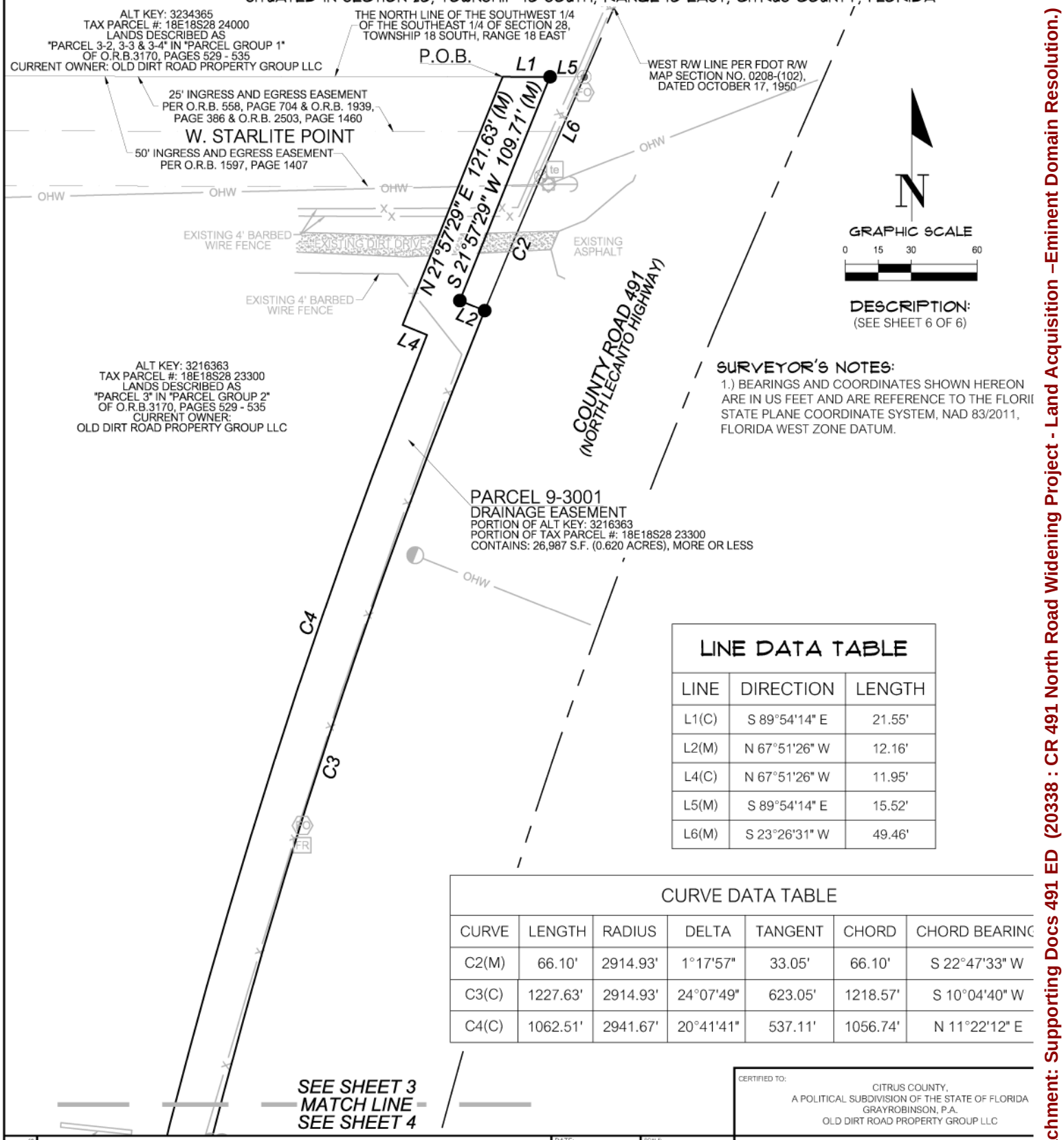
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0 1/2"
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CHW Professional Consultants
11801 Research Dri
Alachua, Florida 326
(352) 331-19
www.chw-inc.co
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3001 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(C)	S 89°54'14" E	21.55'
L2(M)	N 67°51'26" W	12.16'
L4(C)	N 67°51'26" W	11.95'
L5(M)	S 89°54'14" E	15.52'
L6(M)	S 23°26'31" W	49.46'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2(M)	66.10'	2914.93'	1°17'57"	33.05'	66.10'	S 22°47'33" W
C3(C)	1227.63'	2914.93'	24°07'49"	623.05'	1218.57'	S 10°04'40" W
C4(C)	1062.51'	2941.67'	20°41'41"	537.11'	1056.74'	N 11°22'12" E

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 3 OF 6

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF SIX

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/19/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 60'

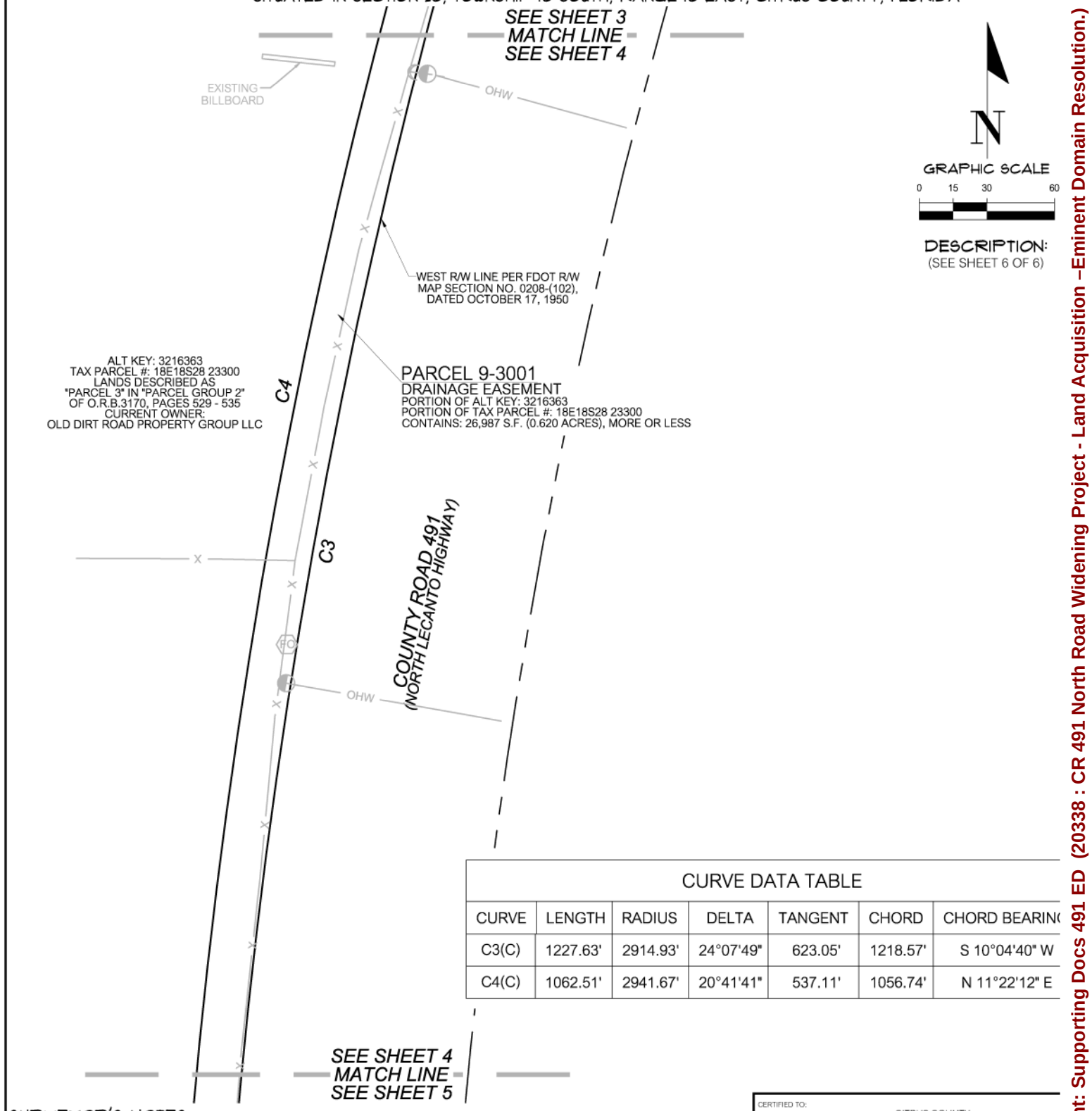
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3001 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
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C3(C)	1227.63'	2914.93'	24°07'49"	623.05'	1218.57'	S 10°04'40" W
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SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 4 OF 6

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MARTIN G. DARDIS

SEE SHEET ONE OF SIX

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/19/2021
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CHECKED BY: MGD
PROJECT NUMBER: 19-0419

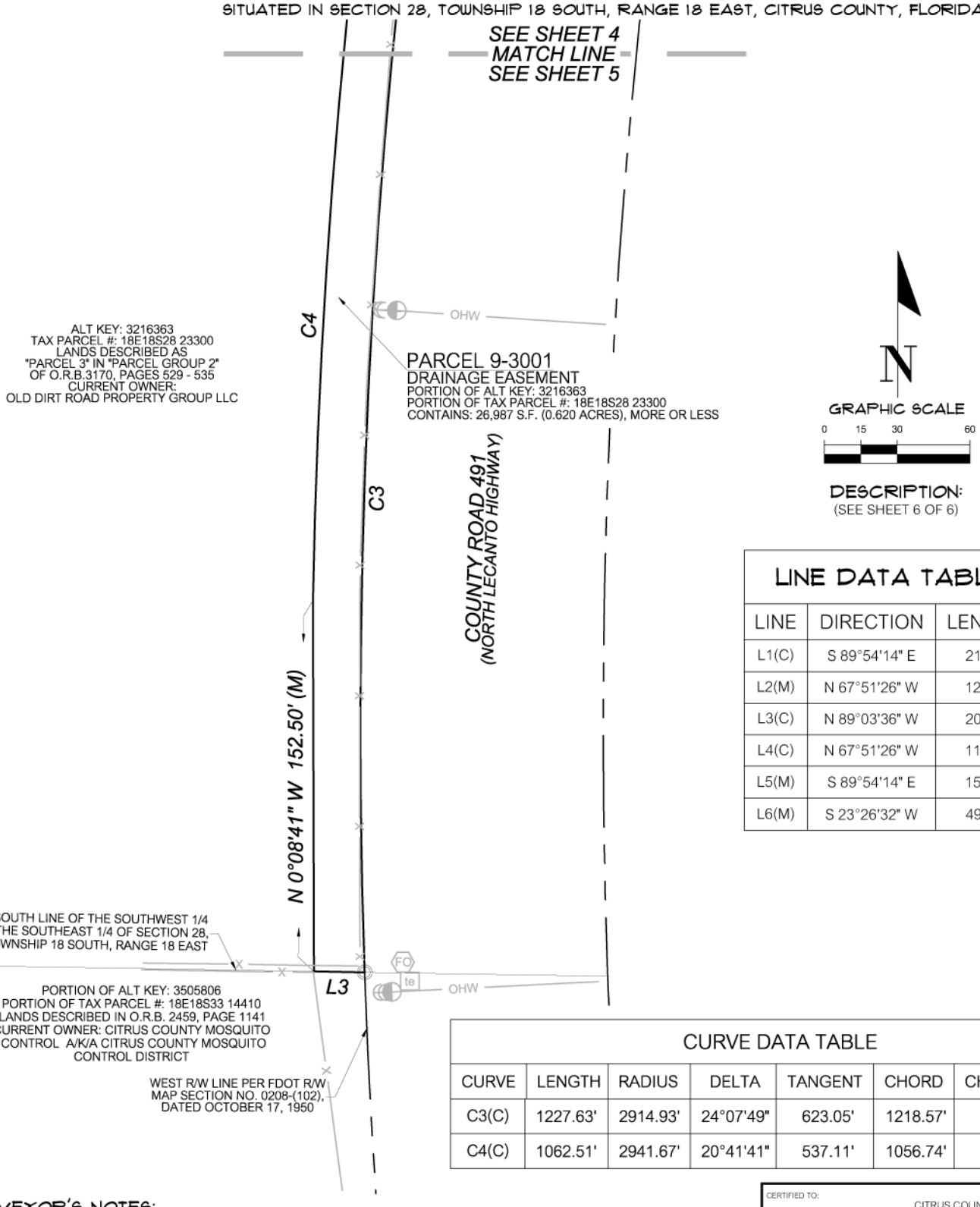
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3001 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 6 OF 6)

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(C)	S 89°54'14" E	21.55'
L2(M)	N 67°51'26" W	12.16'
L3(C)	N 89°03'36" W	20.91'
L4(C)	N 67°51'26" W	11.95'
L5(M)	S 89°54'14" E	15.52'
L6(M)	S 23°26'32" W	49.46'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C3(C)	1227.63'	2914.93'	24°07'49"	623.05'	1218.57'	S 10°04'40" W
C4(C)	1062.51'	2941.67'	20°41'41"	537.11'	1056.74'	N 11°22'12" E

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 5 OF 6

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MARTIN G. DARDIS

SEE SHEET ONE OF SIX

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/19/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 60'

VERIFY SCALE
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0 1/2"
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3001 DESCRIPTION

A DRAINAGE EASEMENT BEING A PORTION OF THE LANDS DESCRIBED AS "PARCEL 3" IN "PARCEL GROUP 2" OF OFFICIAL RECORDS BOOK 3170, PAGES 529 THROUGH 535 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE NORTH 0°54'10" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1297.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 831.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 21.55 FEET; THENCE DEPARTING THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 21°57'29" WEST, A DISTANCE OF 109.71 FEET; THENCE SOUTH 67°51'26" EAST, A DISTANCE OF 12.16 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2914.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 10°04'40" WEST, 1218.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 24°07'49", AN ARC LENGTH OF 1227.63 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°03'36" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 20.91 FEET; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, NORTH 0°08'41" WEST, A DISTANCE OF 152.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2941.67 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 11°22'12" EAST, 1056.74 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°41'41", AN ARC LENGTH OF 1062.51 FEET TO THE END OF SAID CURVE; THENCE NORTH 67°51'26" WEST, A DISTANCE OF 11.95 FEET; THENCE NORTH 21°57'29" EAST, A DISTANCE OF 121.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 26,987 SQUARE FEET (0.620 ACRES), MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 6 OF 6

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF SIX

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/19/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

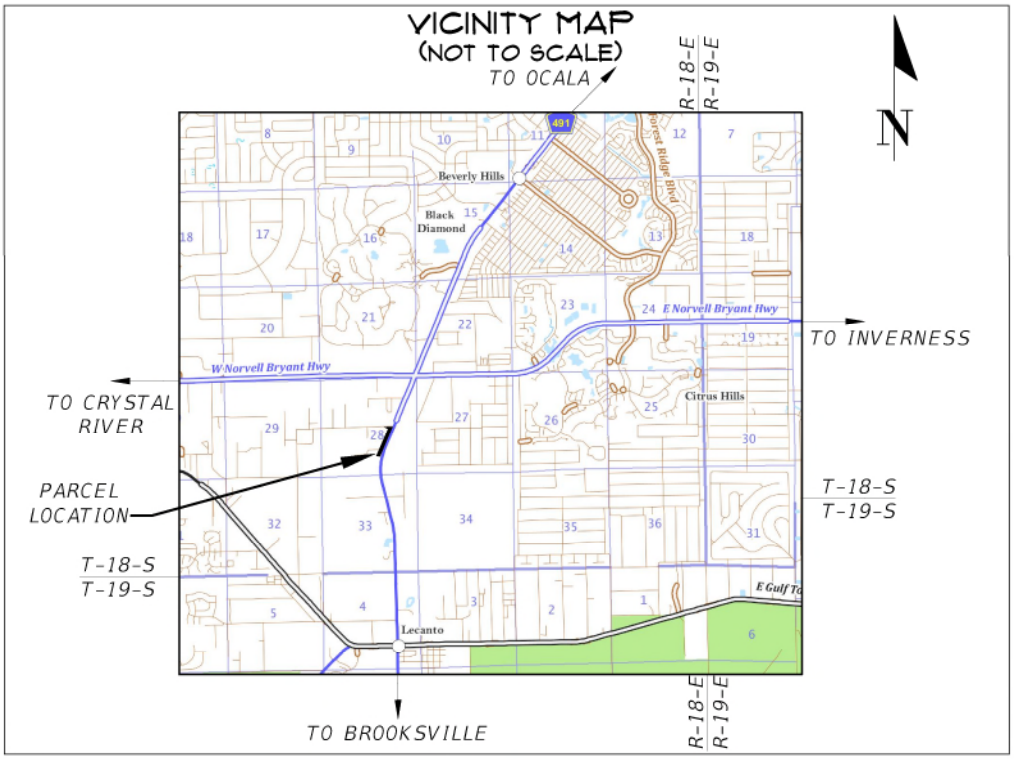
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3003 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26415-3001, 3003, 3003-A, DATED DECEMBER 14, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 13: UNRECORDED LEASE DATED FEBRUARY 1, 2009 BETWEEN LECANTO RESIDENTIAL PARTNERS, LLC AND D. A. HALEY AND E. J. HEDBERG. (NOT GRAPHICALLY SHOWN)

   ITEM # 14: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 1816) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. I/K/A LAMAR WHITECO OUTDOOR CORPORATION F/K/A CHANCELLOR NEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

   ITEM # 15: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 2849) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. F/K/A LAMAR WHITECO OUTDOOR CORPORATION I/K/A CHANCELLOR MEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

   ITEM # 16: UNRECORDED LEASES DATED JANUARY 1, 2011 BETWEEN OSPREY ASSETS, INC. AND EDWIN J. HEDBERG. (NOT GRAPHICALLY SHOWN)
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FIVE (5) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEETS THREE (3) & FOUR (4) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FIVE (5) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ■ = FOUND CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- = FOUND 4"X4" CONCRETE MONUMENT "LB 1108"
- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 2108"
- = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 7008"
- FO = EXISTING FIBER OPTIC LINE MARKER
- EH = EXISTING ELECTRIC HANDHOLE
- = EXISTING GUY ANCHOR
- ST = EXISTING STORM SEWER MANHOLE
- THH = EXISTING TELEPHONE HAND HOLE
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING WOODEN POWER POLE
- = EXISTING STORM INLET
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 1 OF 5

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 12/01/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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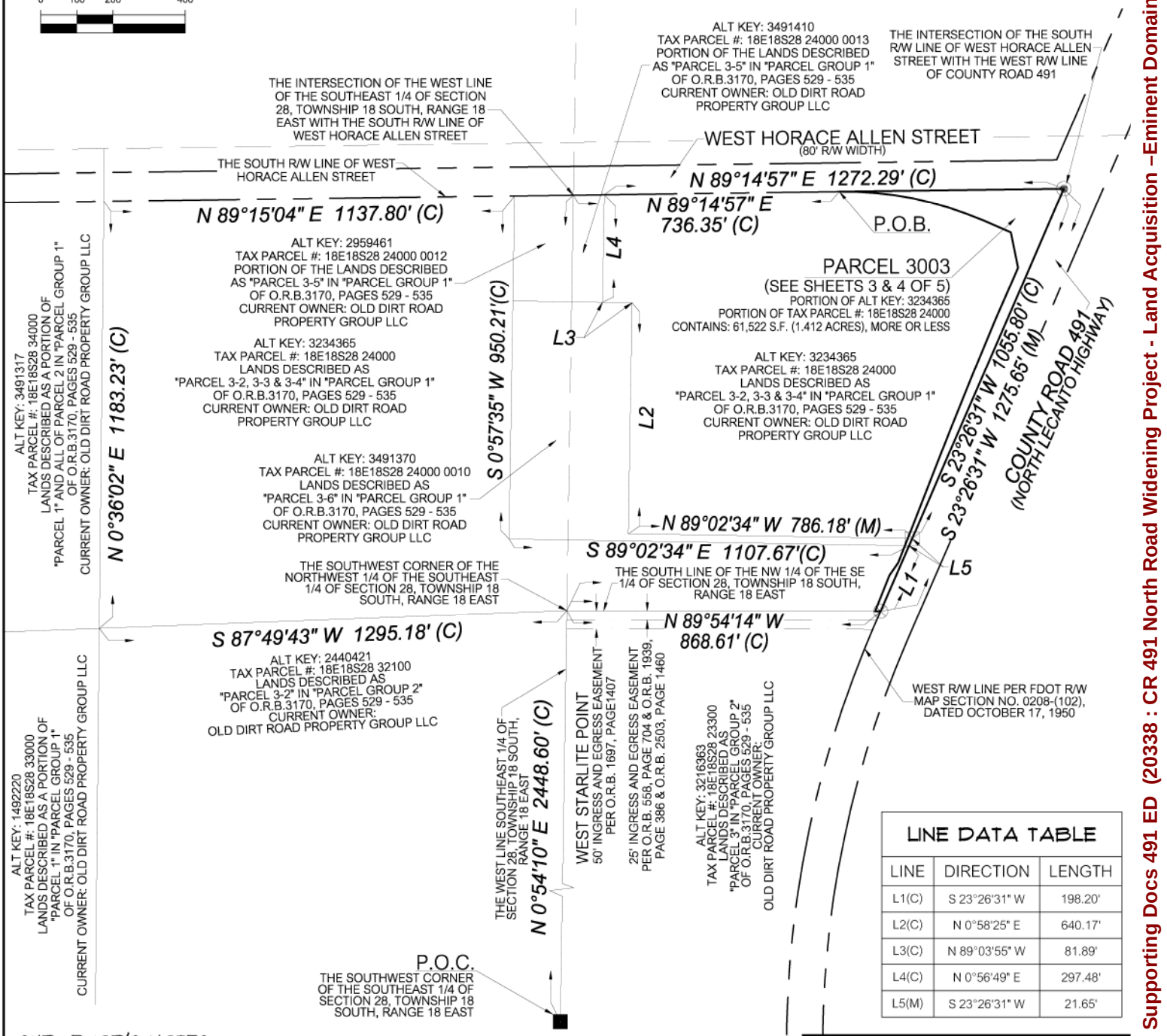
Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3003 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

N

GRAPHIC SCALE
0 100 200 400

DESCRIPTION:
(SEE SHEET 5 OF 5)



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	S 23°26'31" W	198.20'
L2(C)	N 0°58'25" E	640.17'
L3(C)	N 89°03'55" W	81.89'
L4(C)	N 0°56'49" E	297.48'
L5(M)	S 23°26'31" W	21.65'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 2 OF 5

This map prepared by:
MARTIN G. DARDIS
SEE SHEET ONE OF FIVE
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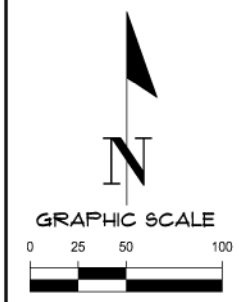
DATE: 12/01/2021
TECHNICIAN: KWM
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PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3003 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	475.90'	11515.00'	2°22'05"	237.98'	475.87'	N 22°36'40" E
C2(M)	410.34'	971.03'	24°12'44"	208.28'	407.30'	N 78°39'51" W

WEST HORACE ALLEN STREET
(80' R/W WIDTH)

N 89°14'57" E 621.72' (M)

P.O.B.

C2

SOUTH R/W LINE OF WEST HORACE ALLEN STREET

EXISTING 4' BARBED WIRE FENCE

L10

67

WEST R/W LINE PER FDOT MAP SECTION NO. 0208-(1 DATED OCTOBER 17, 19

ALT KEY: 3234365
TAX PARCEL #: 18E18S28 24000
LANDS DESCRIBED AS
"PARCEL 3-2, 3-3 & 3-4" IN "PARCEL GROUP 1"
OF O.R.B.3170, PAGES 529 - 535
CURRENT OWNER: OLD DIRT ROAD PROPERTY GROUP LLC

EXISTING 4' BARBED WIRE FENCE

COUNTY ROAD 491
(NORTH LECANTO HIGHWAY)

PARCEL 3003
PORTION OF ALT KEY: 3234365
PORTION OF TAX PARCEL #: 18E18S28 24000
CONTAINS: 61,522 S.F. (1.412ACRES), MORE OR LESS

C1

S 23°26'31" W 1275.65' (M)

EXISTING 4' BARBED WIRE FENCE

EXISTING 4' WIRE FENCE

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L9(M)	N 11°45'23" W	98.92'
L10(M)	N 66°33'29" W	82.08'

SEE SHEET 3
MATCH LINE
SEE SHEET 4

DESCRIPTION
(SEE SHEET 5 OF 5)

SURVEYOR'S NOTES:
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SHEET NO. 3 OF 5

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 12/01/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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PARCEL 3003 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

N

GRAPHIC SCALE
0 25 50 100

DESCRIPTION:
(SEE SHEET 5 OF 5)

SEE SHEET
MATCH LINE
SEE SHEET

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	475.90'	11515.00'	2°22'05"	237.98'	475.87'	N 22°36'40" E

PARCEL 3003
PORTION OF ALT KEY: 3234365
PORTION OF TAX PARCEL #: 18E18S28 24000
CONTAINS: 61,522 S.F. (1.412ACRES), MORE OR LESS

ALT KEY: 3234365
TAX PARCEL #: 18E18S28 24000
LANDS DESCRIBED AS
"PARCEL 3-2, 3-3 & 3-4" IN "PARCEL GROUP 1"
OF O.R.B.3170, PAGES 529 - 535
CURRENT OWNER: OLD DIRT ROAD PROPERTY GROUP LLC

THE NORTH LINE OF THE LANDS DESCRIBED AS "PARCEL 3-6" IN "PARCEL GROUP 1" OF O.R.B.3170, PAGES 529 - 535

ALT KEY: 3491370
TAX PARCEL #: 18E18S28 24000 0010
LANDS DESCRIBED AS
"PARCEL 3-6" IN "PARCEL GROUP 1"
OF O.R.B.3170, PAGES 529 - 535
CURRENT OWNER: OLD DIRT ROAD PROPERTY GROUP LLC

20' INGRESS AND EGRESS EASEMENT
(ORB 209/373 & ORB 738/1208)

50' INGRESS AND EGRESS EASEMENT PER O.R.B. 1697, PAGE 1407

25' INGRESS AND EGRESS EASEMENT PER O.R.B. 558, PAGE 704 & O.R.B. 1939, PAGE 386 & O.R.B. 2503, PAGE 1460

EXISTING BILLBOARD

ALT KEY: 3234365
TAX PARCEL #: 18E18S28 24000
LANDS DESCRIBED AS
"PARCEL 3-2, 3-3 & 3-4" IN "PARCEL GROUP 1"
OF O.R.B.3170, PAGES 529 - 535
CURRENT OWNER: OLD DIRT ROAD PROPERTY GROUP LLC

THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST

W. STARLITE POINT

C1

S 23°26'31" W 1275.65' (M)

N 21°25'38" E 406.95' (M)

EXISTING 4' BARBED WIRE FENCE

EXISTING 4' WIRE FENCE

COUNTY ROAD 491
(NORTH LECANTO HIGHWAY)

L8

L7

L6

WEST R/W LINE PER FDOT R/W MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L6(M)	N 89°54'14" W	15.52'
L7(M)	N 21°57'29" E	107.46'
L8(M)	N 34°55'22" E	42.51'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 4 OF 5

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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DATE: 12/01/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3003 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED AS "PARCEL 3-3", PARCEL 3-4" AND "PARCEL 3-6" IN "PARCEL GROUP 1" OF OFFICIAL RECORDS BOOK 3170, PAGES 529 THROUGH 535 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE NORTH 0°54'10" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2448.60 FEET TO THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 WITH THE SOUTH RIGHT OF WAY LINE OF WEST HORACE ALLEN STREET (HAVING A RIGHT OF WAY WIDTH OF 80 FEET); THENCE NORTH 89°14'57" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 736.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°14'57" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 621.72 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE WITH THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 23°26'31" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1275.65 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89°54'14" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 15.52 FEET; THENCE DEPARTING THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, NORTH 21°57'29" EAST, A DISTANCE OF 107.46 FEET; THENCE NORTH 34°55'22" EAST, A DISTANCE OF 42.51 FEET; THENCE NORTH 21°25'38" EAST, A DISTANCE OF 406.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 11515.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 22°36'40" EAST, 475.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°22'05", AN ARC LENGTH OF 475.90 FEET TO THE END OF SAID CURVE; THENCE NORTH 11°45'23" WEST, A DISTANCE OF 98.92 FEET; THENCE NORTH 66°33'29" WEST, A DISTANCE OF 82.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 971.03 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°39'51" WEST, 407.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°12'44", AN ARC LENGTH OF 410.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 61,522 SQUARE FEET (1.412 ACRES), MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
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GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 5 OF 5

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 12/01/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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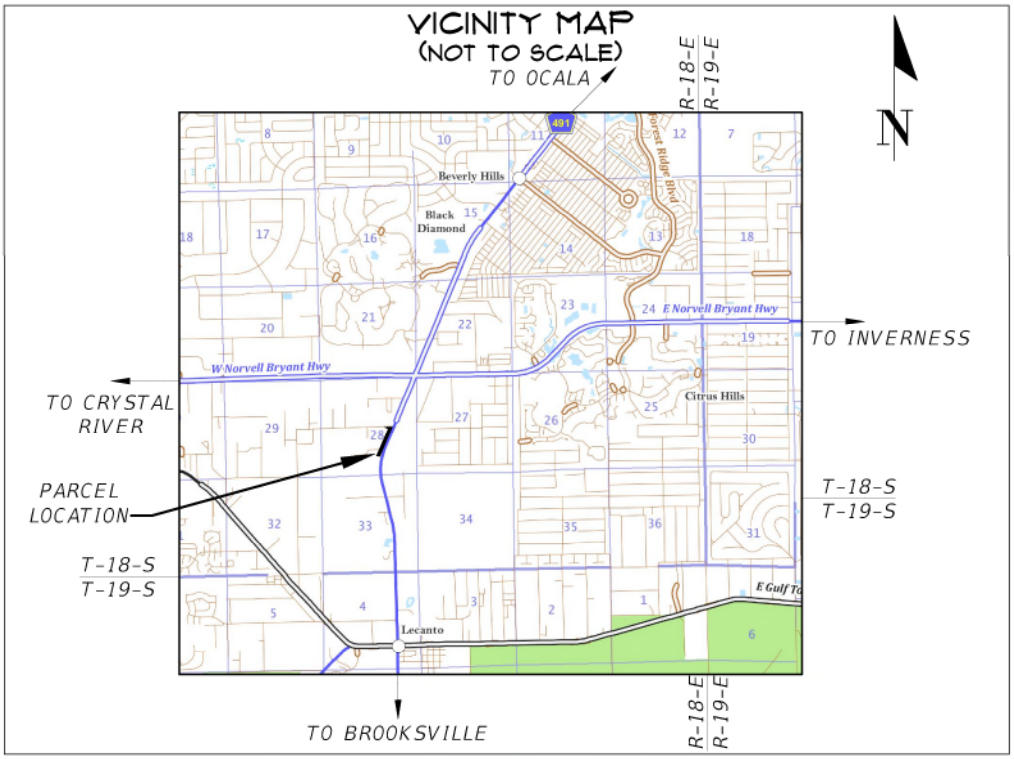
est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3003 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 26415-3001, 3003, 3003-A, DATED DECEMBER 14, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 13: UNRECORDED LEASE DATED FEBRUARY 1, 2009 BETWEEN LECANTO RESIDENTIAL PARTNERS, LLC AND D. A. HALEY AND E. J. HEDBERG. (NOT GRAPHICALLY SHOWN)

   ITEM # 14: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 1816) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. I/K/A LAMAR WHITECO OUTDOOR CORPORATION F/K/A CHANCELLOR NEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

   ITEM # 15: UNRECORDED SIGN LOCATION LEASE (STRUCTURE NUMBER FL 2849) DATED JUNE 29, 1998 BETWEEN THE ESTATE OF HORACE V. ALLEN, SR./THOMAS SLAYMAKER, P.A. AND LAMAR CENTRAL OUTDOOR, INC. F/K/A LAMAR WHITECO OUTDOOR CORPORATION I/K/A CHANCELLOR MEDIA WHITECO OUTDOOR CORPORATION. (NOT GRAPHICALLY SHOWN)

   ITEM # 16: UNRECORDED LEASES DATED JANUARY 1, 2011 BETWEEN OSPREY ASSETS, INC. AND EDWIN J. HEDBERG. (NOT GRAPHICALLY SHOWN)
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FIVE (5) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEETS THREE (3) & FOUR (4) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FIVE (5) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ■ = FOUND CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- · = FOUND 4"X4" CONCRETE MONUMENT "LB 1108"
- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- ◉ = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 2108"
- ⊗ = FOUND 5/8" STEEL REBAR & CAP MARKED "SSMC LB 7008"
- (FO) = EXISTING FIBER OPTIC LINE MARKER
- (EH) = EXISTING ELECTRIC HANDHOLE
- = EXISTING GUY ANCHOR
- (ST) = EXISTING STORM SEWER MANHOLE
- (THH) = EXISTING TELEPHONE HAND HOLE
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING WOODEN POWER POLE
- = EXISTING STORM INLET
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS

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GRAYROBINSON, P.A.
OLD DIRT ROAD PROPERTY GROUP LLC

SHEET NO. 1 OF 5

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

Martin G Dardis

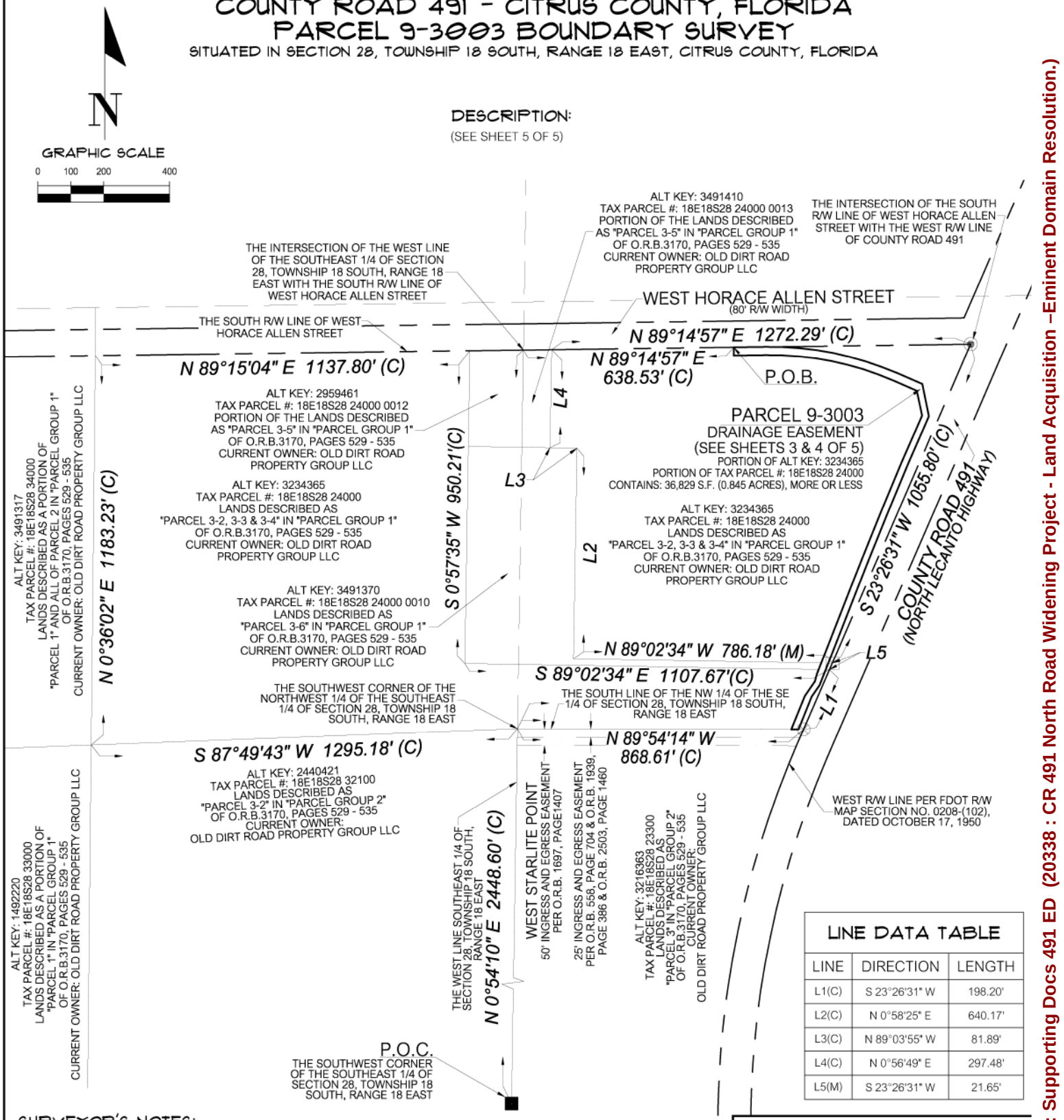
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DATE: 01/25/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3003 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	S 23°26'31" W	198.20'
L2(C)	N 0°58'25" E	640.17'
L3(C)	N 89°03'55" W	81.89'
L4(C)	N 0°56'49" E	297.48'
L5(M)	S 23°26'31" W	21.65'

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 2 OF 5

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MARTIN G. DARDIS

SEE SHEET ONE OF FIVE

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/25/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 400'
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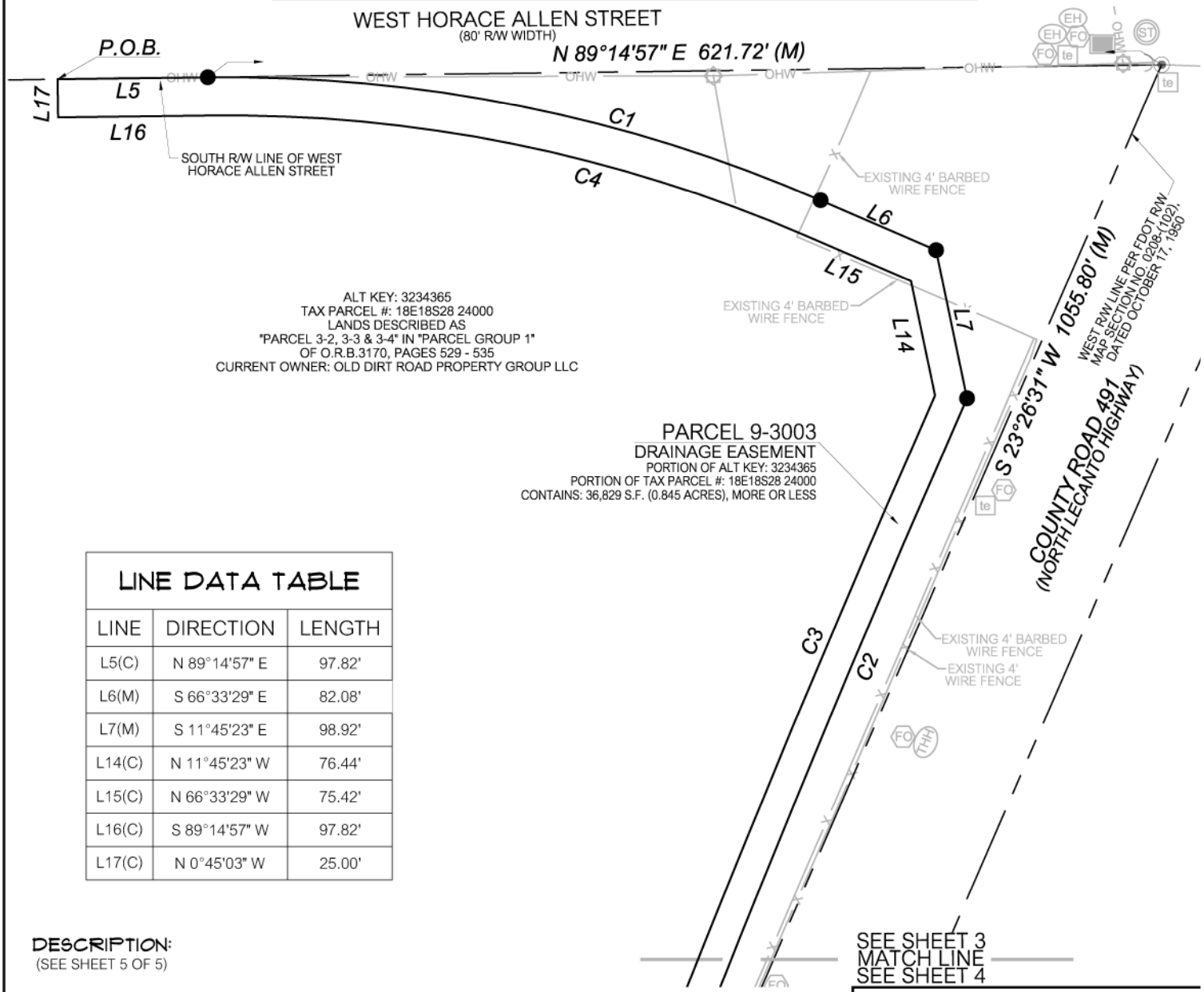
COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3003 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

N

GRAPHIC SCALE
0 25 50 100

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	410.34'	971.03'	24°12'44"	208.28'	407.30'	S 78°39'51" E
C2(M)	475.90'	11515.00'	2°22'05"	237.98'	475.87'	S 22°36'40" W
C3(C)	469.98'	10951.85'	2°27'32"	235.03'	469.94'	N 22°37'25" E
C4(C)	399.78'	946.03'	24°12'45"	202.92'	396.82'	N 78°39'51" W



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L5(C)	N 89°14'57" E	97.82'
L6(M)	S 66°33'29" E	82.08'
L7(M)	S 11°45'23" E	98.92'
L14(C)	N 11°45'23" W	76.44'
L15(C)	N 66°33'29" W	75.42'
L16(C)	S 89°14'57" W	97.82'
L17(C)	N 0°45'03" W	25.00'

DESCRIPTION:
(SEE SHEET 5 OF 5)

SURVEYOR'S NOTES:
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SHEET NO. 3 OF 5

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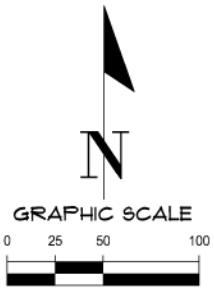
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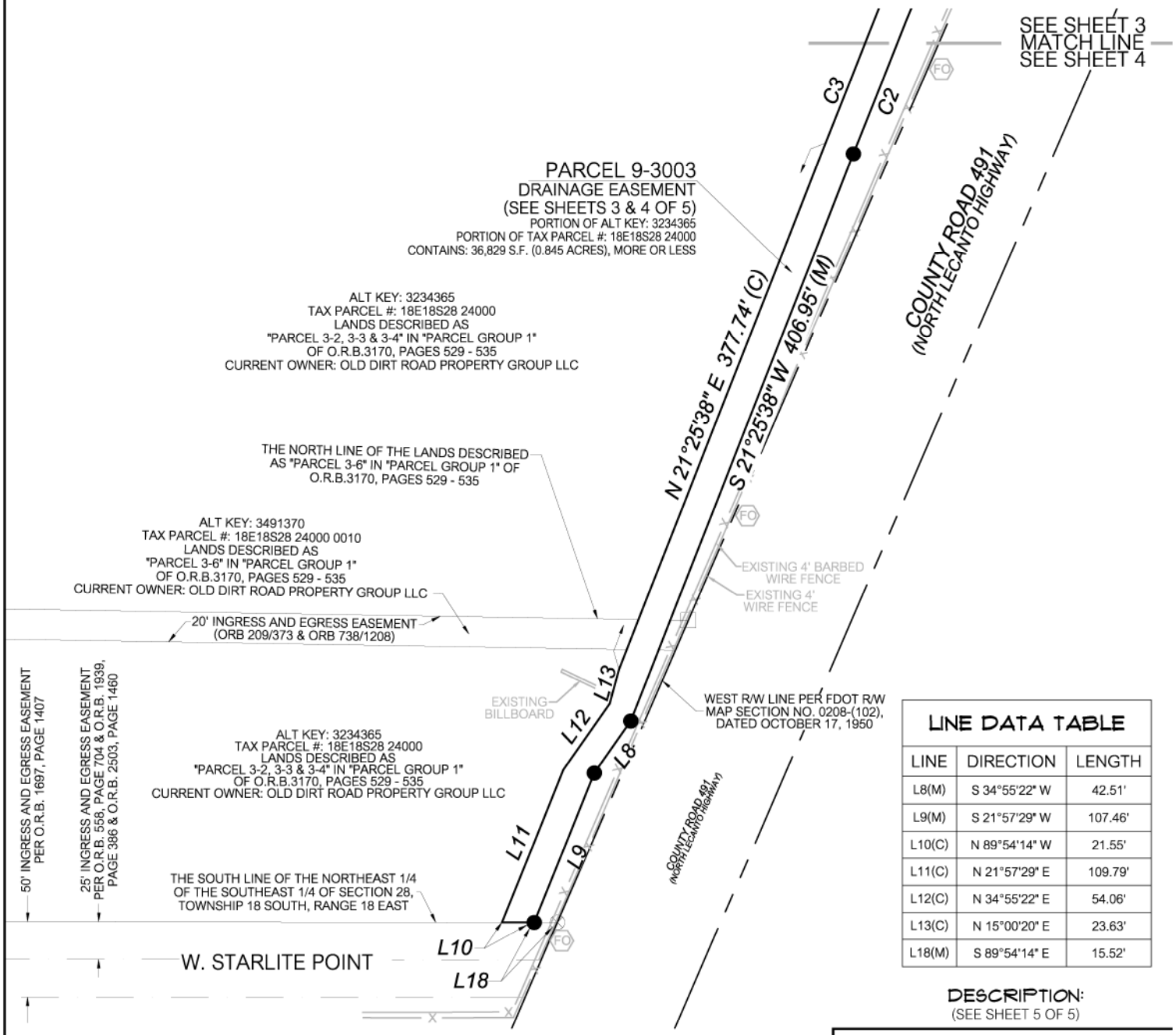
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3003 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2(M)	475.90'	11515.00'	2°22'05"	237.98'	475.87'	S 22°36'40" W
C3(C)	469.98'	10951.85'	2°27'32"	235.03'	469.94'	N 22°37'25" E



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L8(M)	S 34°55'22" W	42.51'
L9(M)	S 21°57'29" W	107.46'
L10(C)	N 89°54'14" W	21.55'
L11(C)	N 21°57'29" E	109.79'
L12(C)	N 34°55'22" E	54.06'
L13(C)	N 15°00'20" E	23.63'
L18(M)	S 89°54'14" E	15.52'

DESCRIPTION:
(SEE SHEET 5 OF 5)

SURVEYOR'S NOTES:
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SHEET NO. 4 OF 5

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 9-3003 DESCRIPTION

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THE ABOVE DESCRIBED LANDS CONTAIN: 36,829 SQUARE FEET (0.845 ACRES), MORE OR LESS.

ALL AS SHOWN ON THE MAP
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SHEET NO. 5 OF 5

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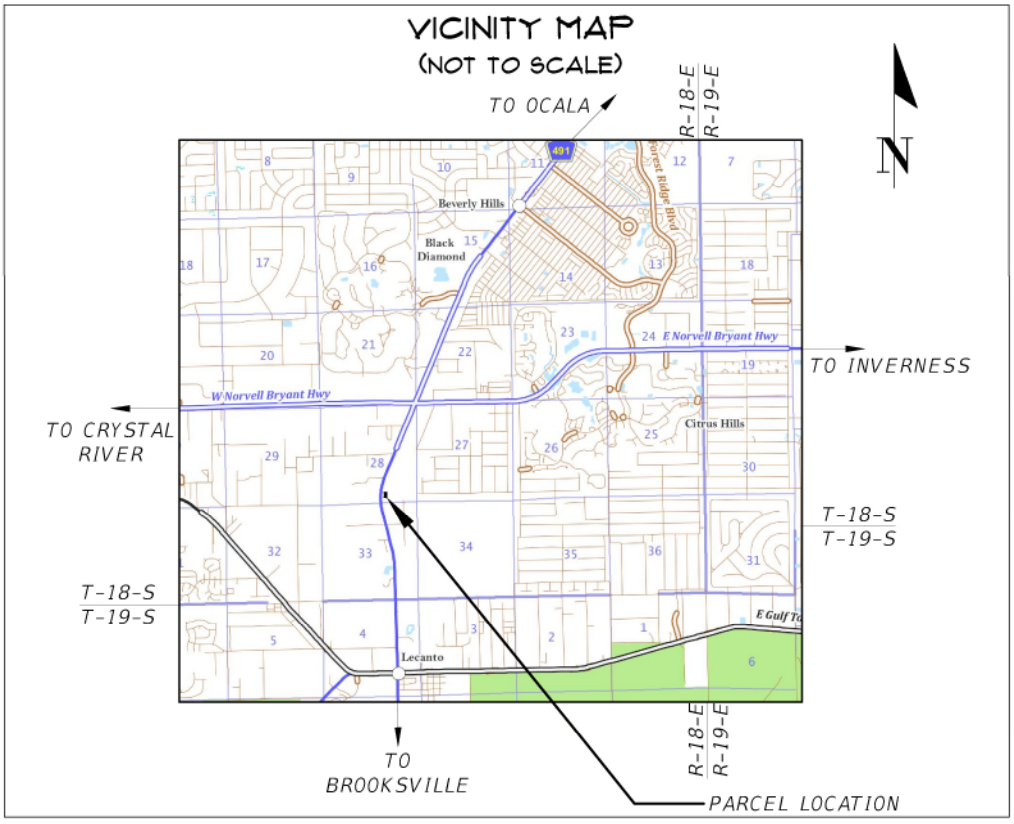
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3002 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 25746-3002, 3004, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THERE ARE NO SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS.
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- ■ = FOUND 4" X 4" CONCRETE MONUMENT "CITRUS COUNTY SURVEY DIVISION"
- ⊙ = EXISTING WOODEN POWER POLE
- FO = FIBER OPTIC LINE MARKER
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

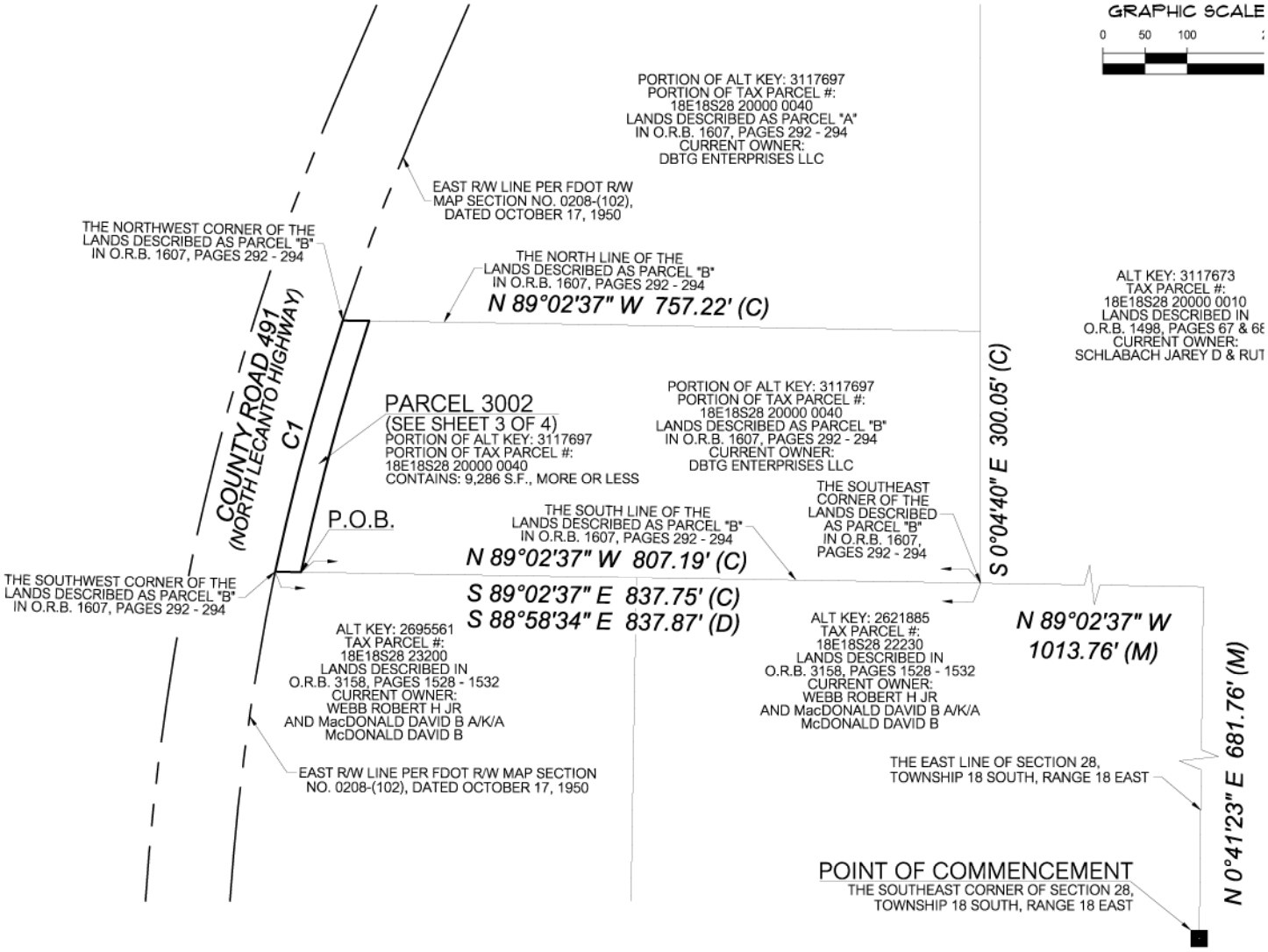
DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
11801 Research Dri
Alachua, Florida 326
(352) 331-19
www.chw-inc.co
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3002 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	309.42'	2814.93'	6°17'52"	154.86'	309.26'	N 15°00'44" E

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

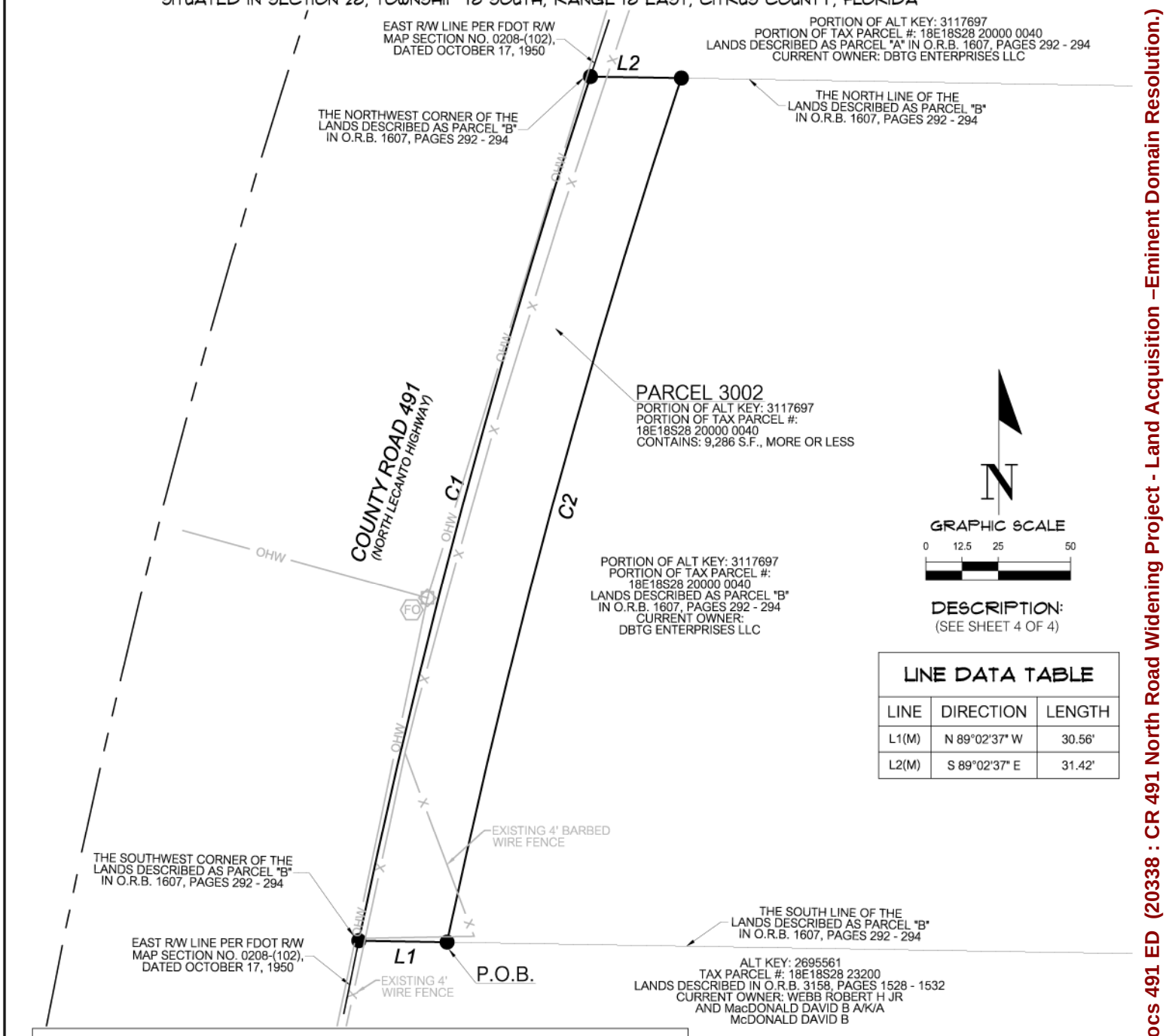
DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW Professional Consultants
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CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3002 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 89°02'37" W	30.56'
L2(M)	S 89°02'37" E	31.42'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	309.42'	2814.93'	6°17'52"	154.86'	309.26'	N 15°00'44" E
C2(M)	309.63'	2784.93'	6°22'13"	154.97'	309.47'	S 15°10'02" W

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3002 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL"B" IN OFFICIAL RECORDS BOOK 1607, PAGES 292 THROUGH 294 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE NORTH 0°41'23" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 681.76 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 28, NORTH 89°02'37" WEST, A DISTANCE OF 1013.76 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE NORTH 89°02'37" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 807.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°02'37" WEST, A DISTANCE OF 30.56 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT LYING ON THE THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2814.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 15°00'44" EAST, 309.26 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 6°17'52", AN ARC LENGTH OF 309.42 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°02'37" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 31.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 15°10'02" WEST, 309.47 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°22'13", AN ARC LENGTH OF 309.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 9,286 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
SHEPHERDA WAYBAPTIST CHURCH INC

SHEET NO. 4 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/13/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

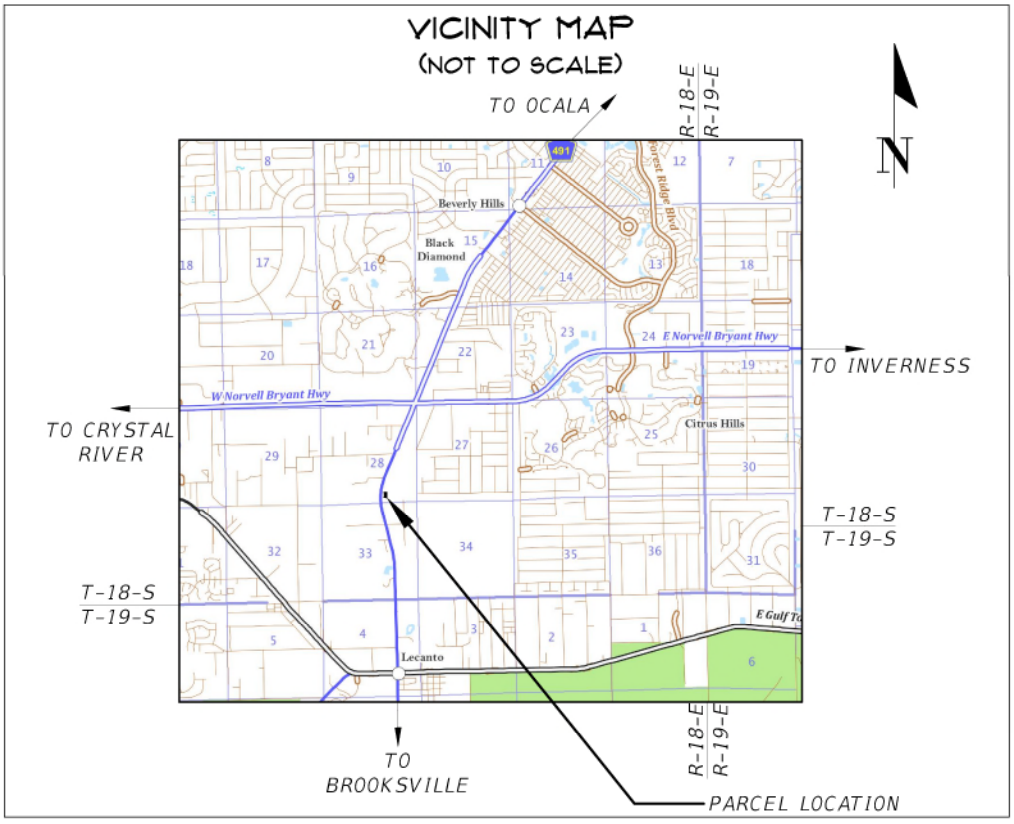
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3002 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

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LEGEND:

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O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:
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GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO.: 1 OF 4

This map prepared by:

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MARTIN G. DARDIS

Martin G Dardis

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/21/2021
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CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

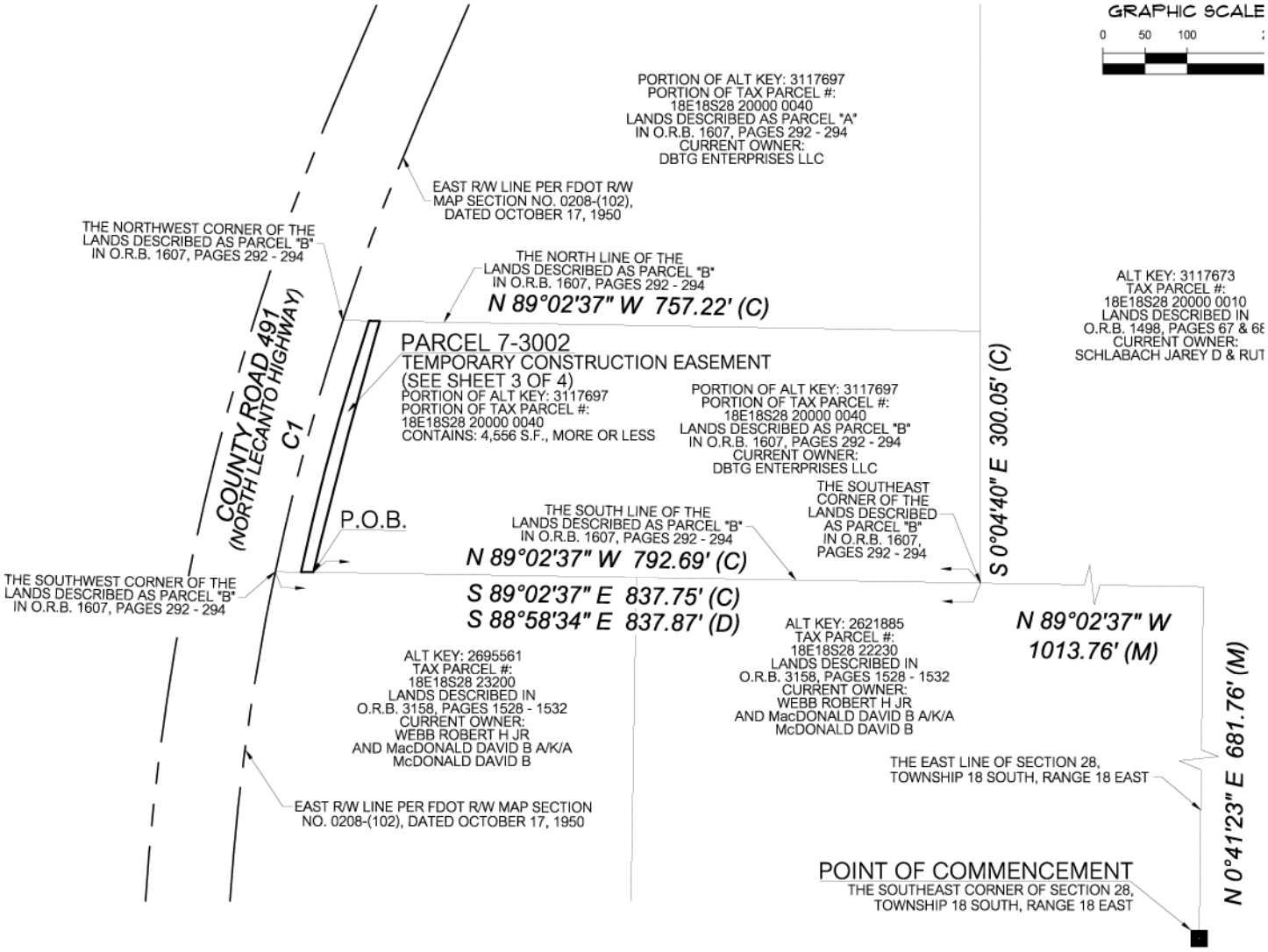
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3002 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION:
(SEE SHEET 4 OF 4)



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	309.42'	2814.93'	6°17'52"	154.86'	309.26'	N 15°00'44" E

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 2 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

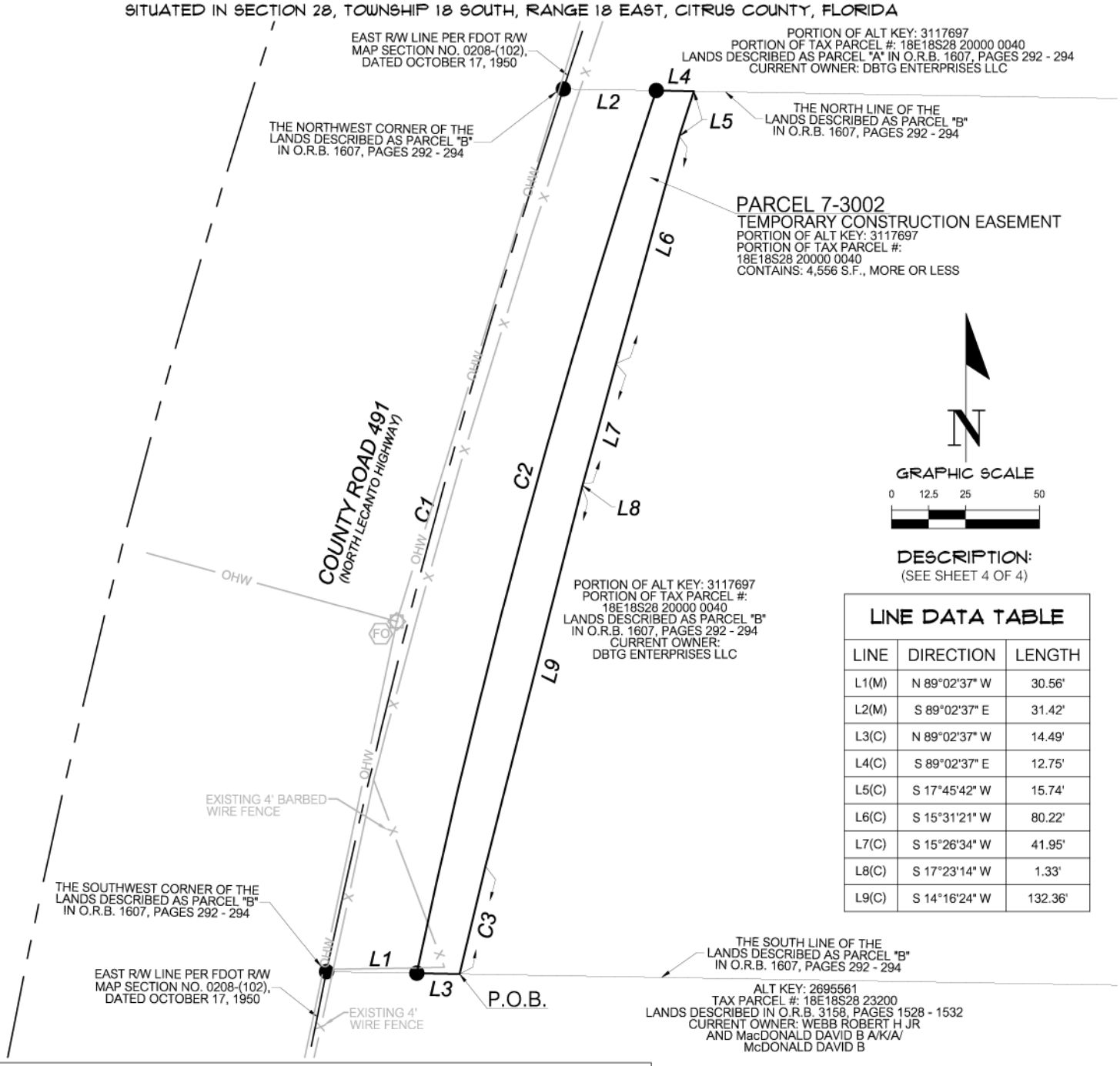
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3002 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(M)	N 89°02'37" W	30.56'
L2(M)	S 89°02'37" E	31.42'
L3(C)	N 89°02'37" W	14.49'
L4(C)	S 89°02'37" E	12.75'
L5(C)	S 17°45'42" W	15.74'
L6(C)	S 15°31'21" W	80.22'
L7(C)	S 15°26'34" W	41.95'
L8(C)	S 17°23'14" W	1.33'
L9(C)	S 14°16'24" W	132.36'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	309.42'	2814.93'	6°17'52"	154.86'	309.26'	N 15°00'44" E
C2(M)	309.63'	2784.93'	6°22'13"	154.97'	309.47'	N 15°10'02" E
C3(C)	37.49'	7093.83'	0°18'10"	18.75'	37.49'	S 13°29'10" W

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
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GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 3 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 50'
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CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3002 DESCRIPTION

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THE ABOVE DESCRIBED LANDS CONTAIN: 4,556 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
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A PART HEREOF

CERTIFIED TO:

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SHEET NO. 4 OF 4

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CHW Professional Consultants

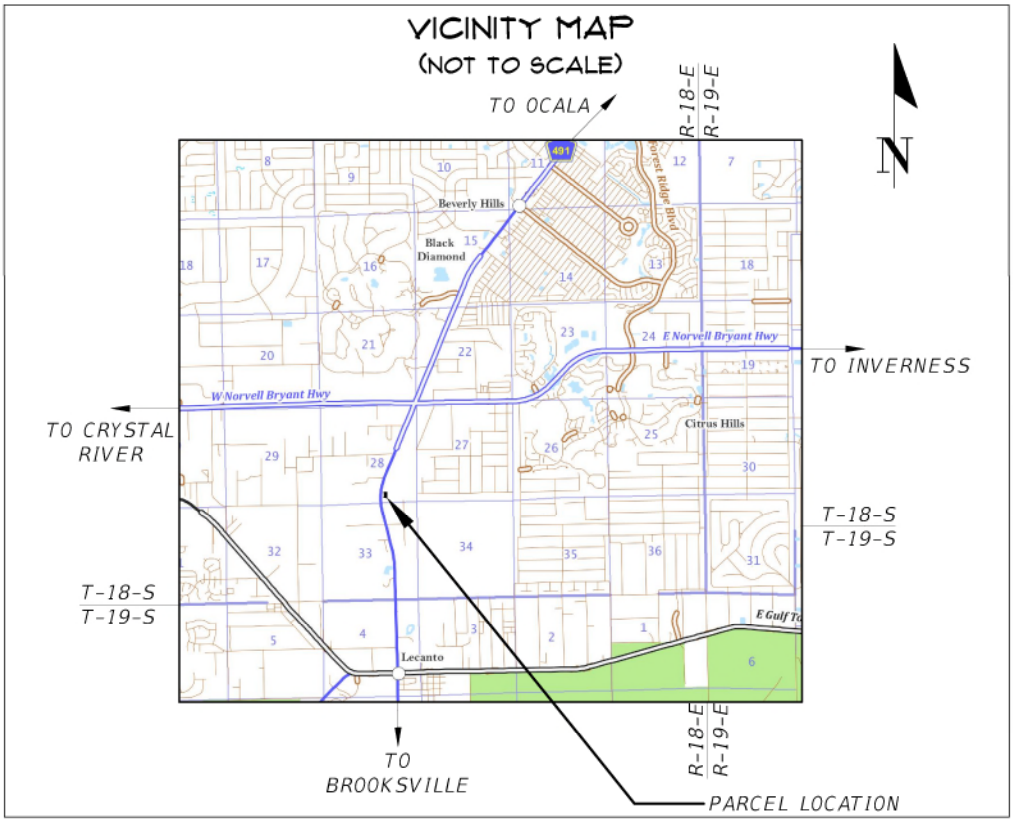
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3004 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

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- ▪ = FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
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- (TM) = TELEPHONE LINE MARKER
- = EXISTING WOODEN POWER POLE
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SHEET NO. 1 OF 4

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Certificate of Authorization No. L.B. 5075
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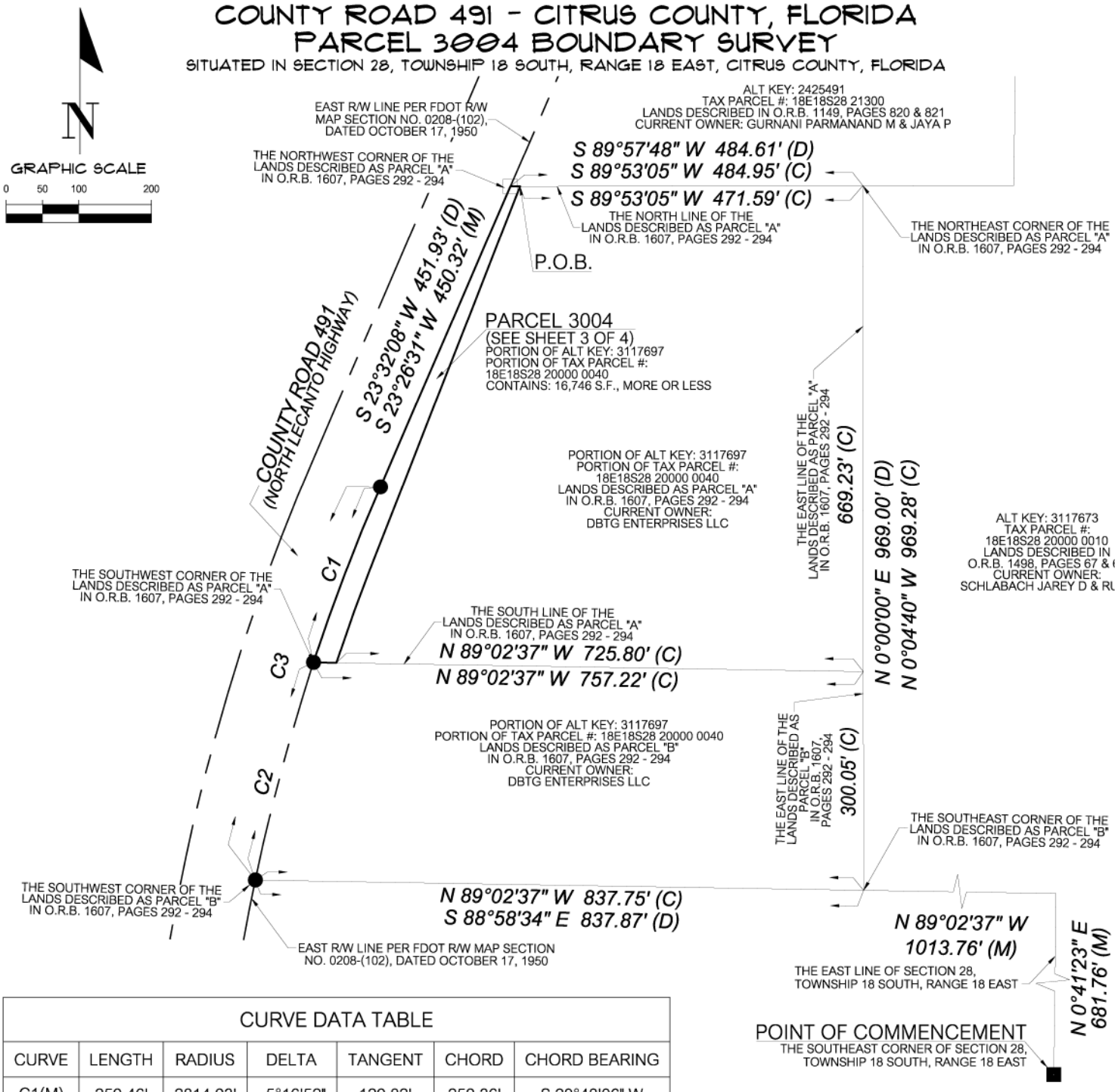
MARTIN G. DARDIS
Martin G Dardis
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
11801 Research Dri
Alachua, Florida 326
(352) 331-19
www.chw-inc.co
est. 1988 FLORID
CA-50

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3004 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	259.46'	2814.93'	5°16'52"	129.82'	259.36'	S 20°48'06" W
C2(M)	309.42'	2814.93'	6°17'52"	154.86'	309.26'	S 15°00'44" W
C3(M)	568.87'	2814.93'	11°34'44"	285.41'	567.90'	S 17°39'10" W
C3(D)	567.50'	2814.73'	11°33'03"	------	------	------

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 4 OF 4)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

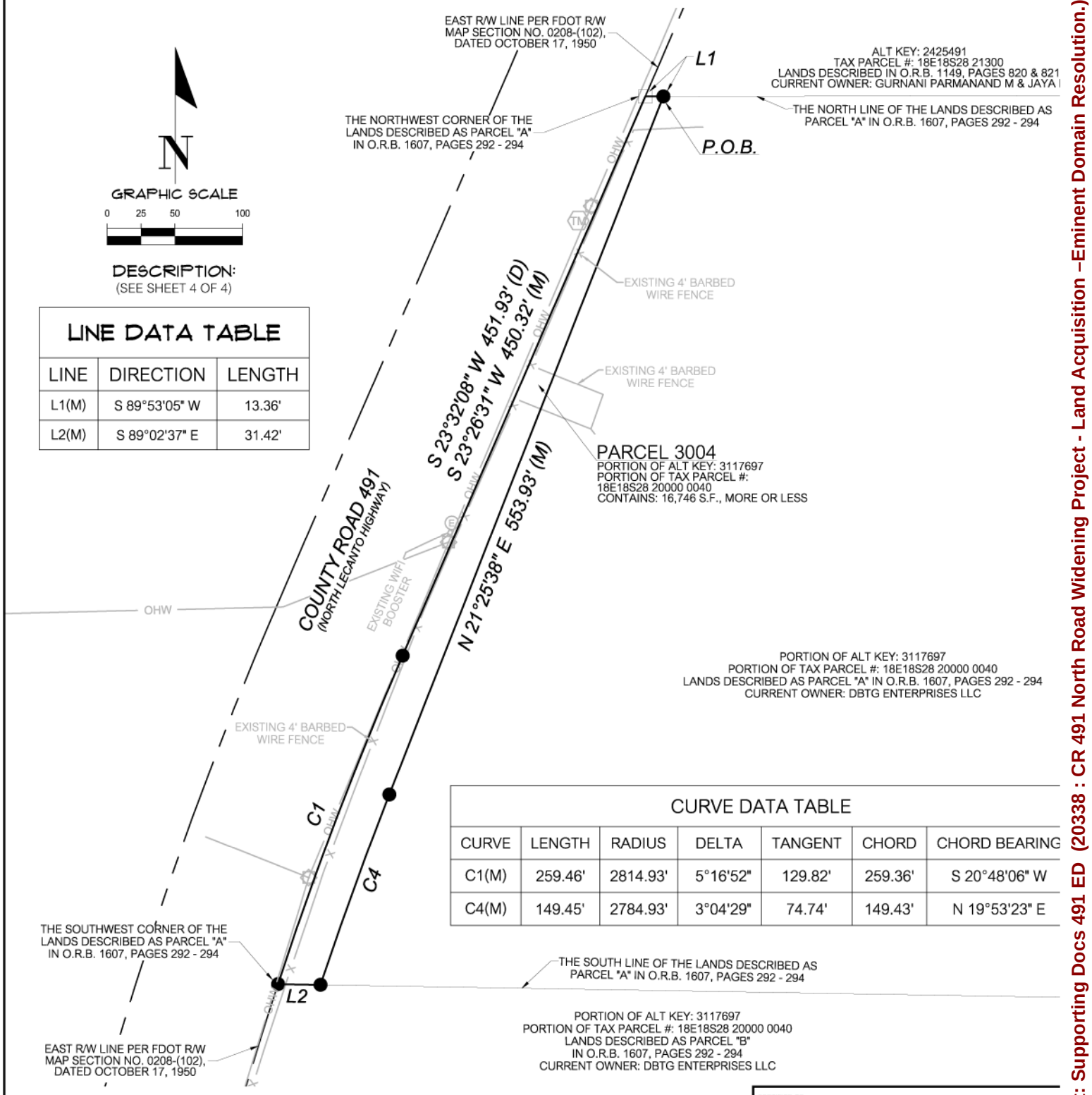
DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3004 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



DESCRIPTION:
(SEE SHEET 4 OF 4)

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	S 89°53'05" W	13.36'
L2(M)	S 89°02'37" E	31.42'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	259.46'	2814.93'	5°16'52"	129.82'	259.36'	S 20°48'06" W
C4(M)	149.45'	2784.93'	3°04'29"	74.74'	149.43'	N 19°53'23" E

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3004 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL"A" IN OFFICIAL RECORDS BOOK 1607, PAGES 292 THROUGH 294 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE NORTH 0°41'23" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 681.76 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 28, NORTH 89°02'37" WEST, A DISTANCE OF 1013.76 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED AS PARCEL"B" IN OFFICIAL RECORDS BOOK 1607, PAGES 292 THROUGH 294 OF SAID PUBLIC RECORDS; THENCE NORTH 0°04'40" WEST, ALONG THE EAST LINE OF SAID PARCEL "B" AND SAID PARCEL "A", A DISTANCE OF 969.28 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89°53'05" WEST, ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 471.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 89°53'05" WEST, ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 13.36 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A", SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE SOUTH 23°26'31" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 450.32 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2814.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 20°48'06" WEST, 259.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 5°16'52", AN ARC LENGTH OF 259.46 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°02'37" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 31.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°53'23" EAST, 149.43 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID PARCEL "A", NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°04'29", AN ARC LENGTH OF 149.45 FEET; THENCE NORTH 21°25'38" EAST, A DISTANCE OF 553.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 16,746 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/13/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

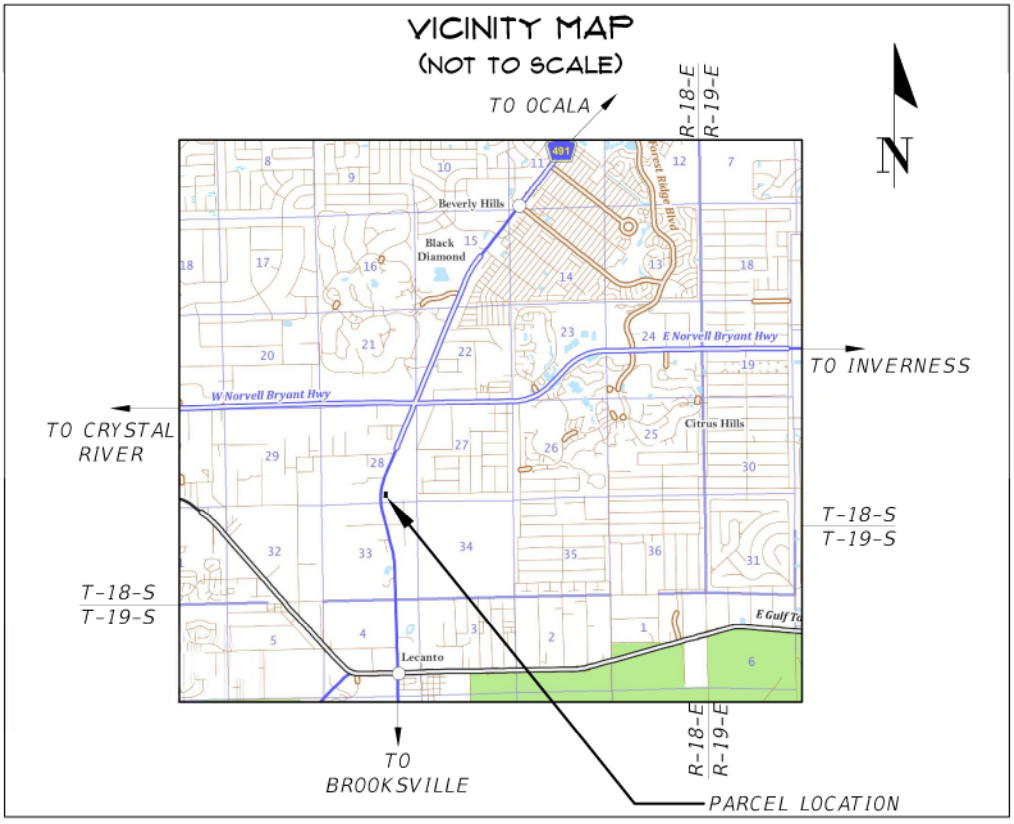
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www.chw-inc.cc

est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3004 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 25746-3002, 3004, DATED OCTOBER 26, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THERE ARE NO SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS.
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- ■ = FOUND 4" X 4" CONCRETE MONUMENT MARKED "CITRUS COUNTY SURVEY DIVISION"
- ▪ = FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
- (E) = ELECTRIC METER
- (TM) = TELEPHONE LINE MARKER
- = EXISTING WOODEN POWER POLE
- (FO) = FIBER OPTIC LINE MARKER
- OHW = EXISTING OVERHEAD WIRE
- X = EXISTING 4' WIRE FENCE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

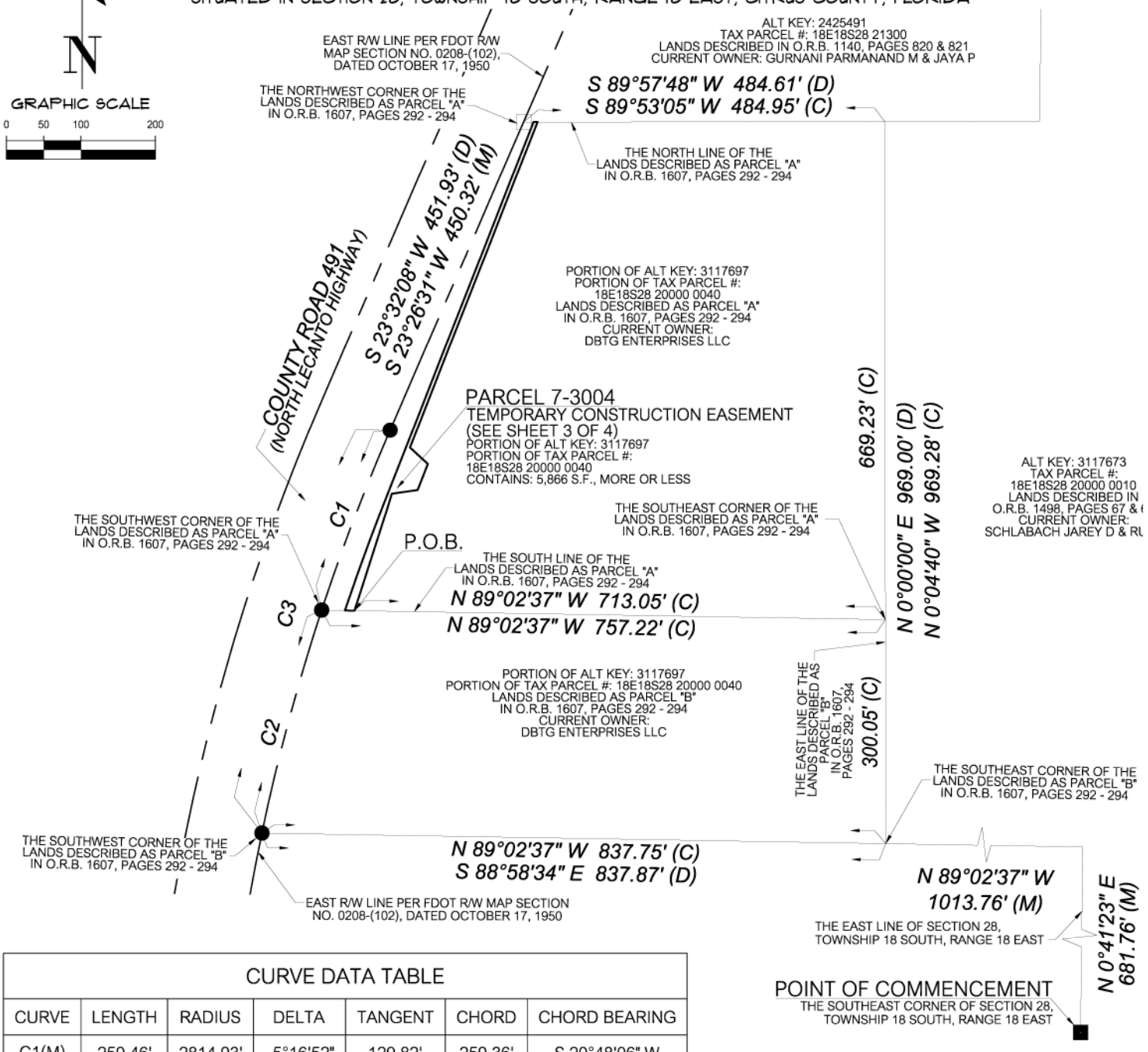
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/24/2022
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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Alachua, Florida 32
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3004 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(M)	259.46'	2814.93'	5°16'52"	129.82'	259.36'	S 20°48'06" W
C2(M)	309.42'	2814.93'	6°17'52"	154.86'	309.26'	S 15°00'44" W
C3(M)	568.87'	2814.93'	11°34'44"	285.41'	567.90'	S 17°39'10" W
C3(D)	567.50'	2814.73'	11°33'03"	------	------	------

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION: (SEE SHEET 4 OF 4)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

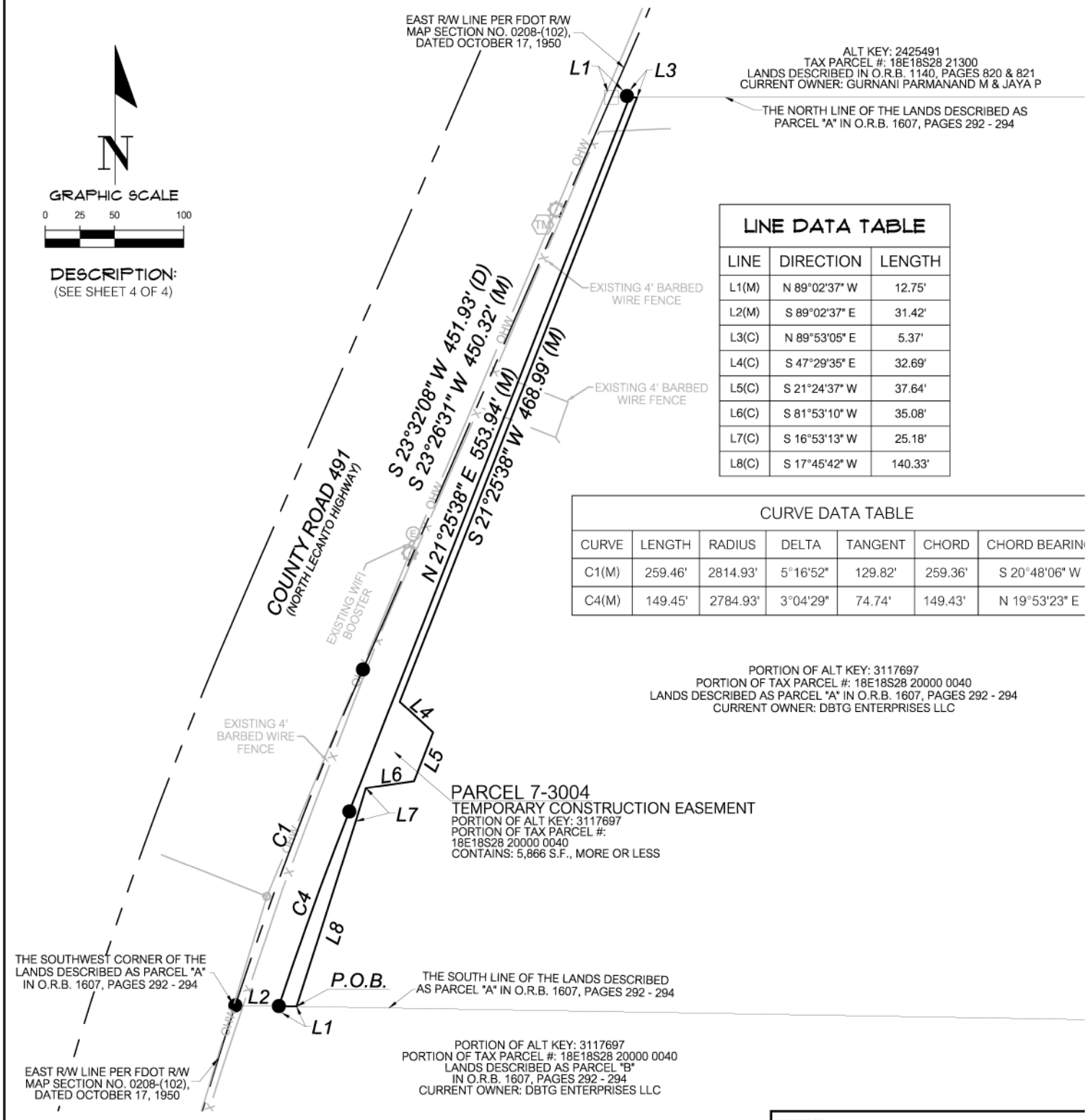
DATE: 01/24/2022
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PROJECT NUMBER: 19-0419

SCALE: 1" = 200'
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3004 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	N 89°02'37" W	12.75'
L2(M)	S 89°02'37" E	31.42'
L3(C)	N 89°53'05" E	5.37'
L4(C)	S 47°29'35" E	32.69'
L5(C)	S 21°24'37" W	37.64'
L6(C)	S 81°53'10" W	35.08'
L7(C)	S 16°53'13" W	25.18'
L8(C)	S 17°45'42" W	140.33'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARIN
C1(M)	259.46'	2814.93'	5°16'52"	129.82'	259.36'	S 20°48'06" W
C4(M)	149.45'	2784.93'	3°04'29"	74.74'	149.43'	N 19°53'23" E

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
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GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 3 OF 4

This map prepared by:
MARTIN G. DARDIS
SEE SHEET ONE OF FOUR
Professional Surveyor & Mapper Fla. License No. 5097

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 01/24/2022
TECHNICIAN: KWM
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3004 DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL "A" IN OFFICIAL RECORDS BOOK 1607, PAGES 292 THROUGH 294 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE NORTH 0°41'23" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 681.76 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 28, NORTH 89°02'37" WEST, A DISTANCE OF 1013.76 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED AS PARCEL"B" IN OFFICIAL RECORDS BOOK 1607, PAGES 292 THROUGH 294 OF SAID PUBLIC RECORDS; THENCE NORTH 0°04'40" WEST, ALONG THE EAST LINE OF SAID PARCEL "B", A DISTANCE OF 300.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°02'37" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 713.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°02'37" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 12.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2784.93 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°53'23" EAST, 149.43 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID PARCEL "A", NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°04'29", AN ARC LENGTH OF 149.45 FEET TO THE END OF SAID CURVE; THENCE NORTH 21°25'38" EAST, A DISTANCE OF 553.94 FEET TO THE NORTH LINE OF SAID PARCEL "A"; THENCE NORTH 89°53'05" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 5.37 FEET; THENCE DEPARTING THE NORTH LINE OF SAID PARCEL "A", SOUTH 21°25'38" WEST, A DISTANCE OF 468.99 FEET; THENCE SOUTH 47°29'35" EAST, A DISTANCE OF 32.69 FEET; THENCE SOUTH 21°24'37" WEST, A DISTANCE OF 37.64 FEET; THENCE SOUTH 81°53'10" WEST, A DISTANCE OF 35.08 FEET; THENCE SOUTH 16°53'13" WEST, A DISTANCE OF 25.18 FEET; THENCE SOUTH 17°45'42" WEST, A DISTANCE OF 140.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 5,866 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
DBTG ENTERPRISES LLC

SHEET NO. 4 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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DATE: 01/24/2022
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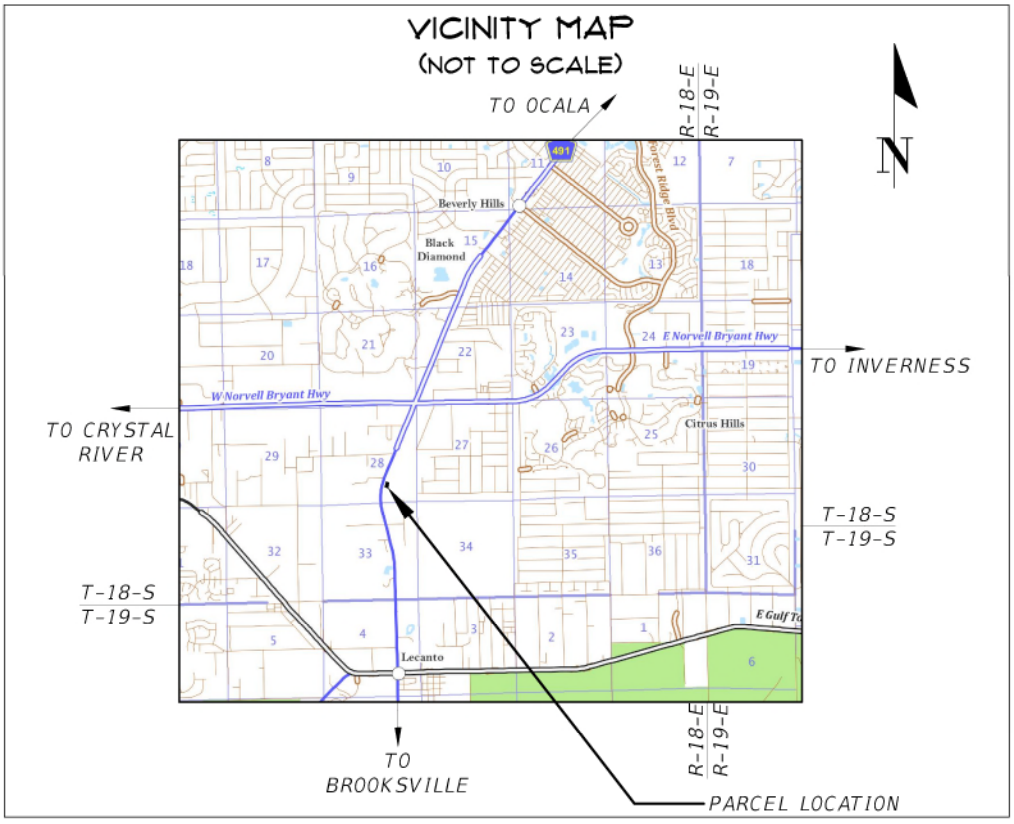
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3006 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3006, DATED DECEMBER, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THERE ARE NO SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS.
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- ■ = FOUND 4" X 4" CONCRETE MONUMENT MARKED "CITRUS COUNTY SURVEY DIVISION"
- ▫ = FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
- = EXISTING WOODEN POWER POLE
- = EXISTING SIGN
- = EXISTING WATER VALVE
- = EXISTING FIRE HYDRANT
- G = EXISTING GAS LINE MARKER
- OHW = EXISTING OVERHEAD WIRE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CHANDNANI MAMTU S., AS TRUSTEE UNDER THE GURNANI CHILDREN'S IRREVOCABLE TRUST

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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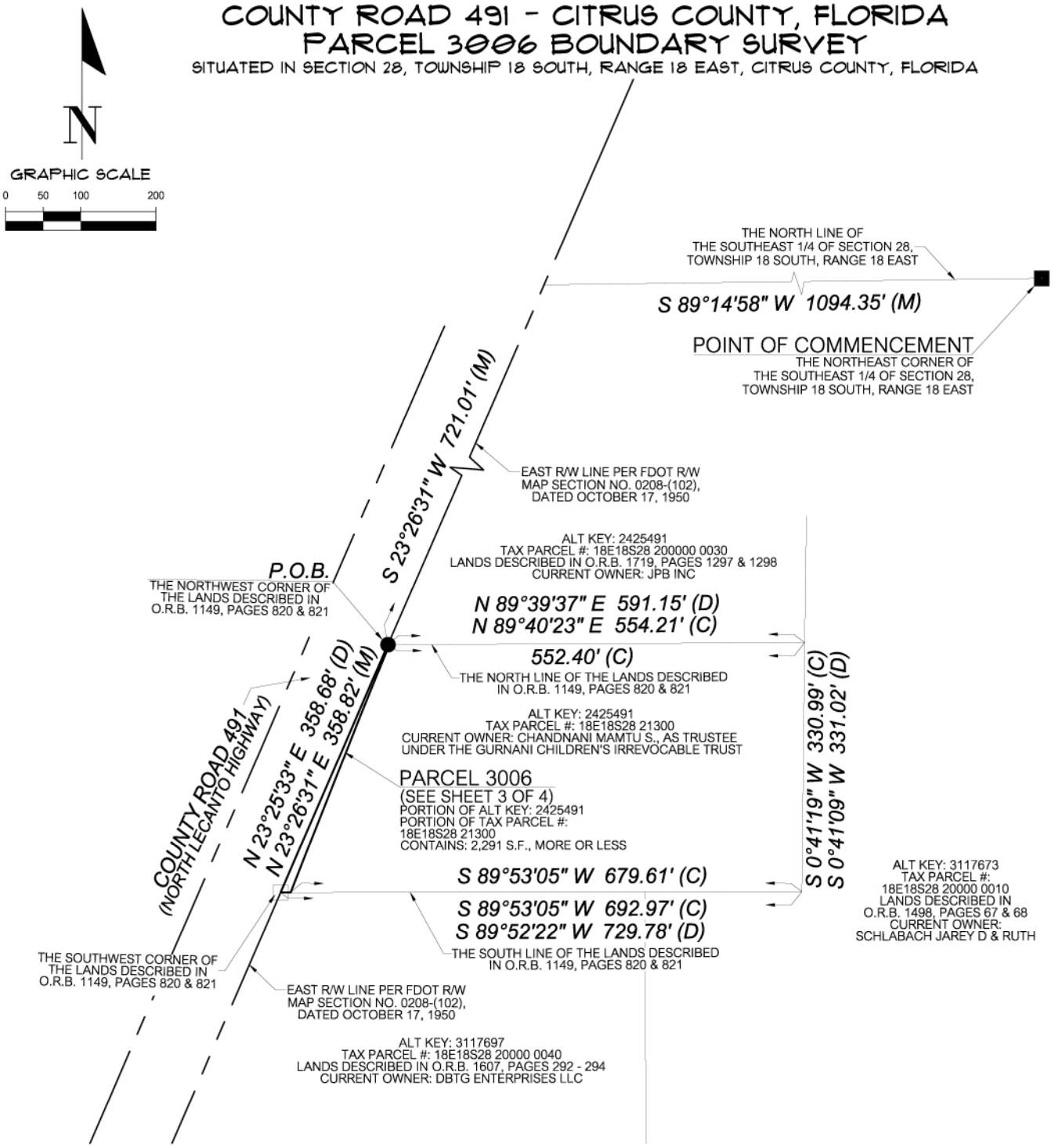
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DATE: 10/21/2021
TECHNICIAN: KWM
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3006 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 4 OF 4)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CHANDNANI MAMTU S., AS TRUSTEE UNDER THE GURNANI CHILDREN'S IRREVOCABLE TRUST

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	10/21/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

SCALE: 1" = 200'

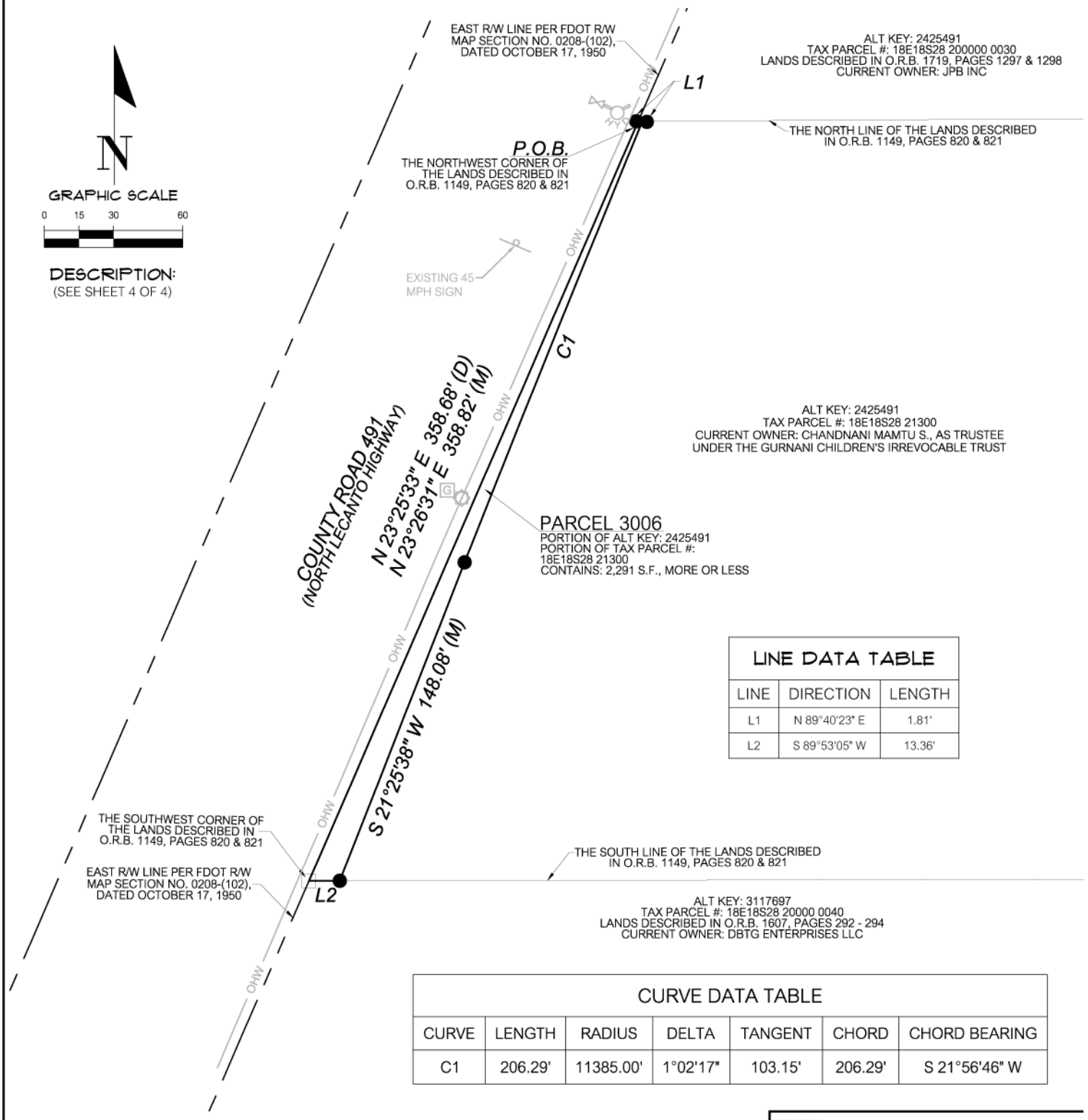
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3006 BOUNDARY SURVEY

SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°40'23" E	1.81'
L2	S 89°53'05" W	13.36'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	206.29'	11385.00'	1°02'17"	103.15'	206.29'	S 21°56'46" W

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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GRAYROBINSON, P.A.
CHANDNANI MAMTU S., AS TRUSTEE UNDER THE GURNANI CHILDREN'S IRREVOCABLE TRUST

SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 60'
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 3006 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1149, PAGES 820 AND 821 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE SOUTH 89°14'58" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1094.35 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE SOUTH 23°26'31" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 721.01 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 89°40'23" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 1.81 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11385.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 21°56'46" WEST, 206.29 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°02'17", AN ARC LENGTH OF 206.29 FEET; THENCE SOUTH 21°25'38" WEST, A DISTANCE OF 148.08 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE SOUTH 89°53'05" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 13.36 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE; THENCE NORTH 23°26'31" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 358.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2,291 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
CHANDNANI MAMTU S., AS TRUSTEE UNDER THE
GURNANI CHILDREN'S IRREVOCABLE TRUST

SHEET NO. 4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/13/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

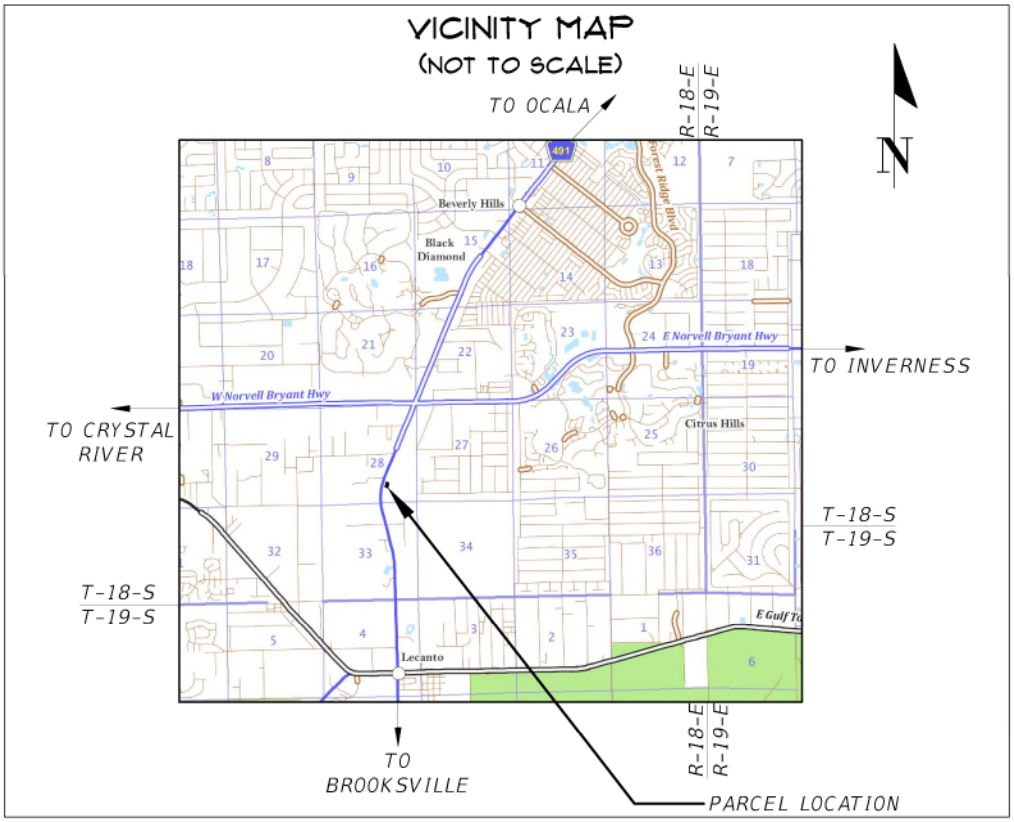
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3006 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3006, DATED DECEMBER, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
3. THERE ARE NO SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS.
4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.
5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- ■ = FOUND 4" X 4" CONCRETE MONUMENT MARKED "CITRUS COUNTY SURVEY DIVISION"
- ▫ = FOUND 4"X4" CONCRETE MONUMENT MARKED "LB 1108"
- = EXISTING WOODEN POWER POLE
- = EXISTING SIGN
- = EXISTING WATER VALVE
- = EXISTING FIRE HYDRANT
- G = EXISTING GAS LINE MARKER
- OHW = EXISTING OVERHEAD WIRE

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

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CHANDNANI MAMTU S., AS TRUSTEE UNDER THE GURNANI CHILDREN'S IRREVOCABLE TRUST

SHEET NO. 1 OF 4

This map prepared by:

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MARTIN G. DARDIS

Martin G Dardis

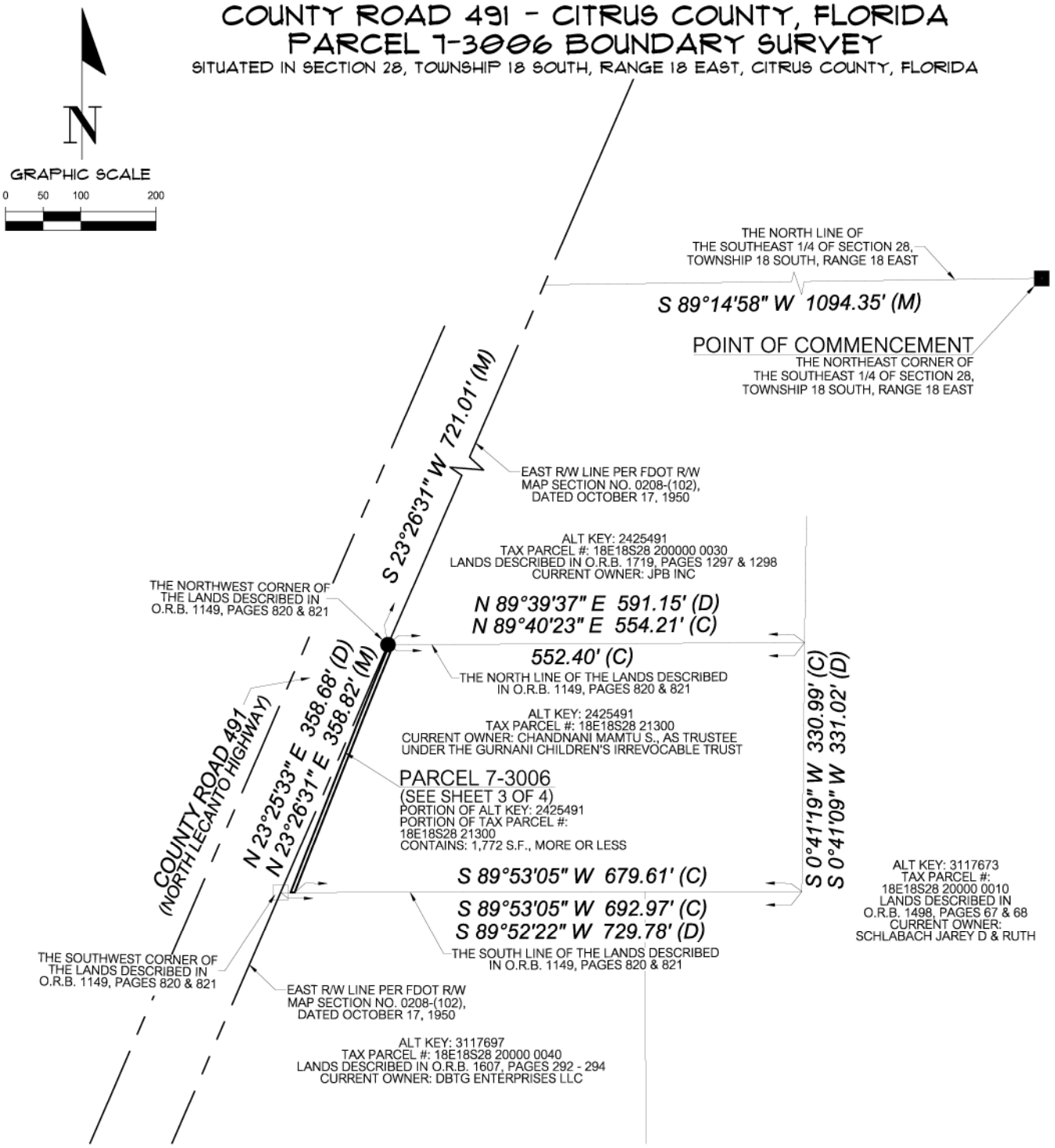
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DATE: 10/21/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3006 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 4 OF 4)

CERTIFIED TO:
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GRAYROBINSON, P.A.
CHANDNANI MAMTU S., AS TRUSTEE UNDER THE GURNANI CHILDREN'S IRREVOCABLE TRUST

SHEET NO. 2 OF 4

This map prepared by:

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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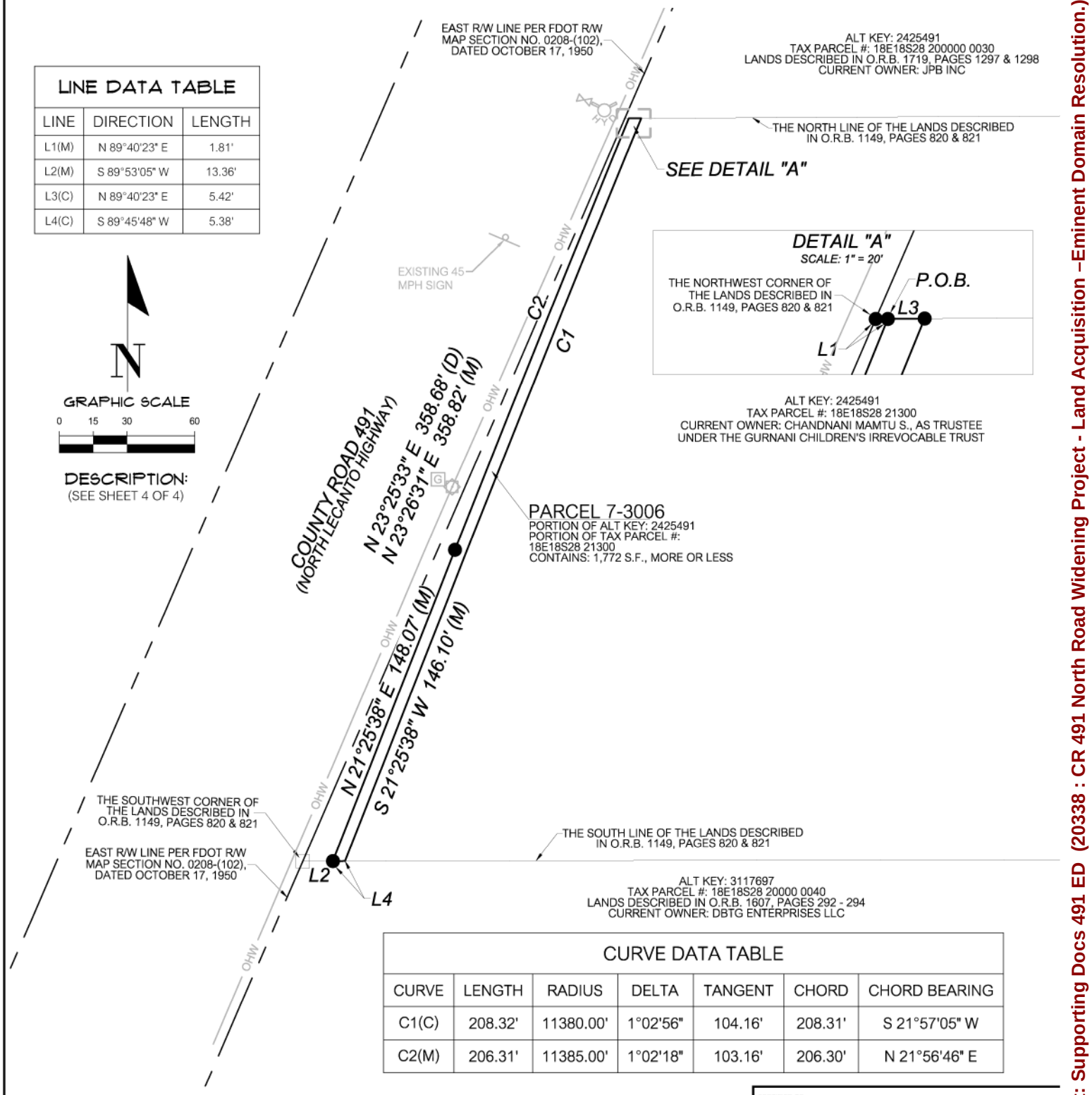
DATE:	01/13/2022
TECHNICIAN:	KWM
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PROJECT NUMBER:	19-0419

SCALE: 1" = 200'
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3006 BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	N 89°40'23" E	1.81'
L2(M)	S 89°53'05" W	13.36'
L3(C)	N 89°40'23" E	5.42'
L4(C)	S 89°45'48" W	5.38'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1(C)	208.32'	11380.00'	1°02'56"	104.16'	208.31'	S 21°57'05" W
C2(M)	206.31'	11385.00'	1°02'18"	103.16'	206.30'	N 21°56'46" E

SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 3 OF 4

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SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 01/13/2022
TECHNICIAN: KWM
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PROJECT NUMBER: 19-0419

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3006 DESCRIPTION

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THE ABOVE DESCRIBED LANDS CONTAIN: 1,772 SQUARE FEET, MORE OR LESS.

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SHEET NO. 4 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

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PROJECT NUMBER: 19-0419

CHW Professional Consultants

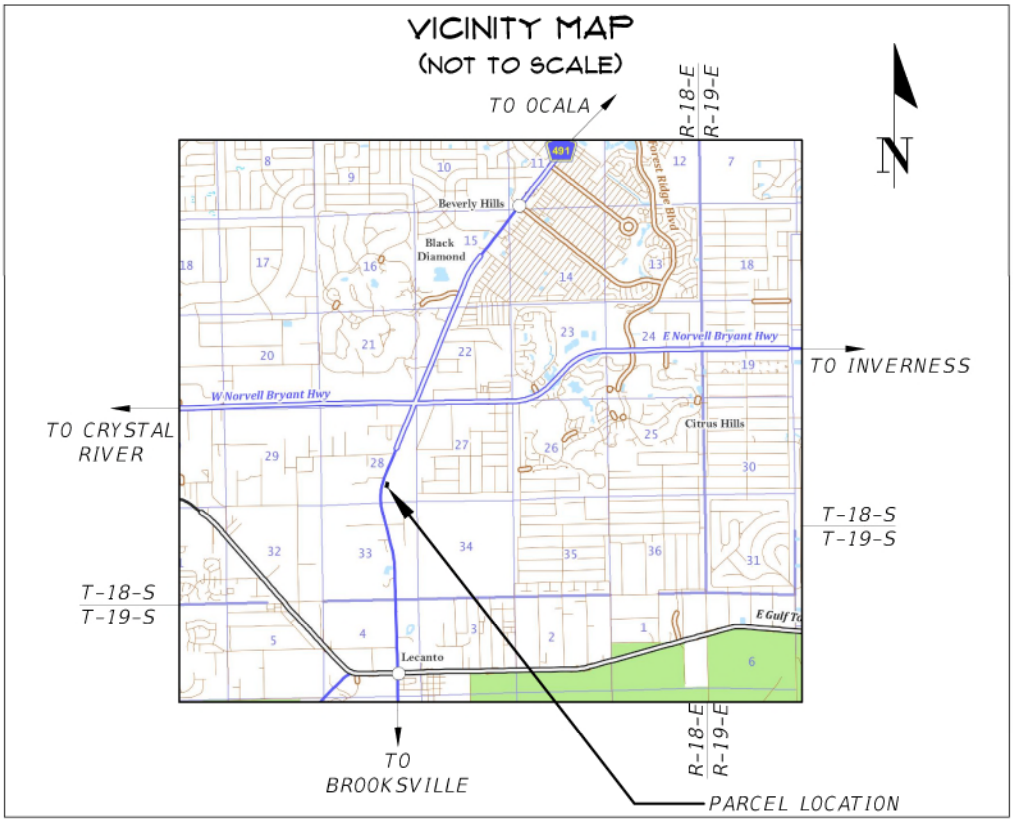
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008A BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3008, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.

3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: MATTERS DISCLOSED BY THE SURVEY PREPARED BY GEORGE R. MARTIN, PROFESSIONAL SURVEYOR & MAPPER, AS PROJECT NO. 19-029, DATED JUNE 30, 2019 AS REVISED JULY 8, 2019, TO WIT: A) POSSIBLE FENCE ENCROACHMENTS (OWNERSHIP UNKNOWN); B) POSSIBLE UNRECORDED EASEMENTS DISCLOSED BY THE OVERHEAD LINES, POLES, AND LIFT STATION EQUIPMENT LOCATED ON THE PREMISES; *AND* C) ENCROACHMENTS BY BACKFLOW PREVENTERS AND WATER METERS ONTO THE WESTERLY PORTION OF THE PREMISES. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: POSSIBLE UNRECORDED SIGN LEASE AS DISCLOSED IN PRIOR TRANSACTION. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.

5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- ■ = FOUND CONCRETE MONUMENT MARKED "CITRUS COUNTY SURVEY DIVISION"
- = EXISTING WOODEN POWER POLE
- BFP = EXISTING BACKFLOW PREVENTOR
- FO = EXISTING FIBER OPTIC LINE MARKER
- = EXISTING MAILBOX
- TM = EXISTING TELEPHONE LINE MARKER
- te = EXISTING TELEPHONE PEDESTAL
- = EXISTING WATER METER
- = EXISTING WATER VALVE
- = EXISTING FIRE HYDRANT
- G = EXISTING GAS LINE MARKER
- OHW = EXISTING OVERHEAD WIRE

(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
JPB INC

SHEET NO. 1 OF 4

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MARTIN G. DARDIS

Martin G Dardis

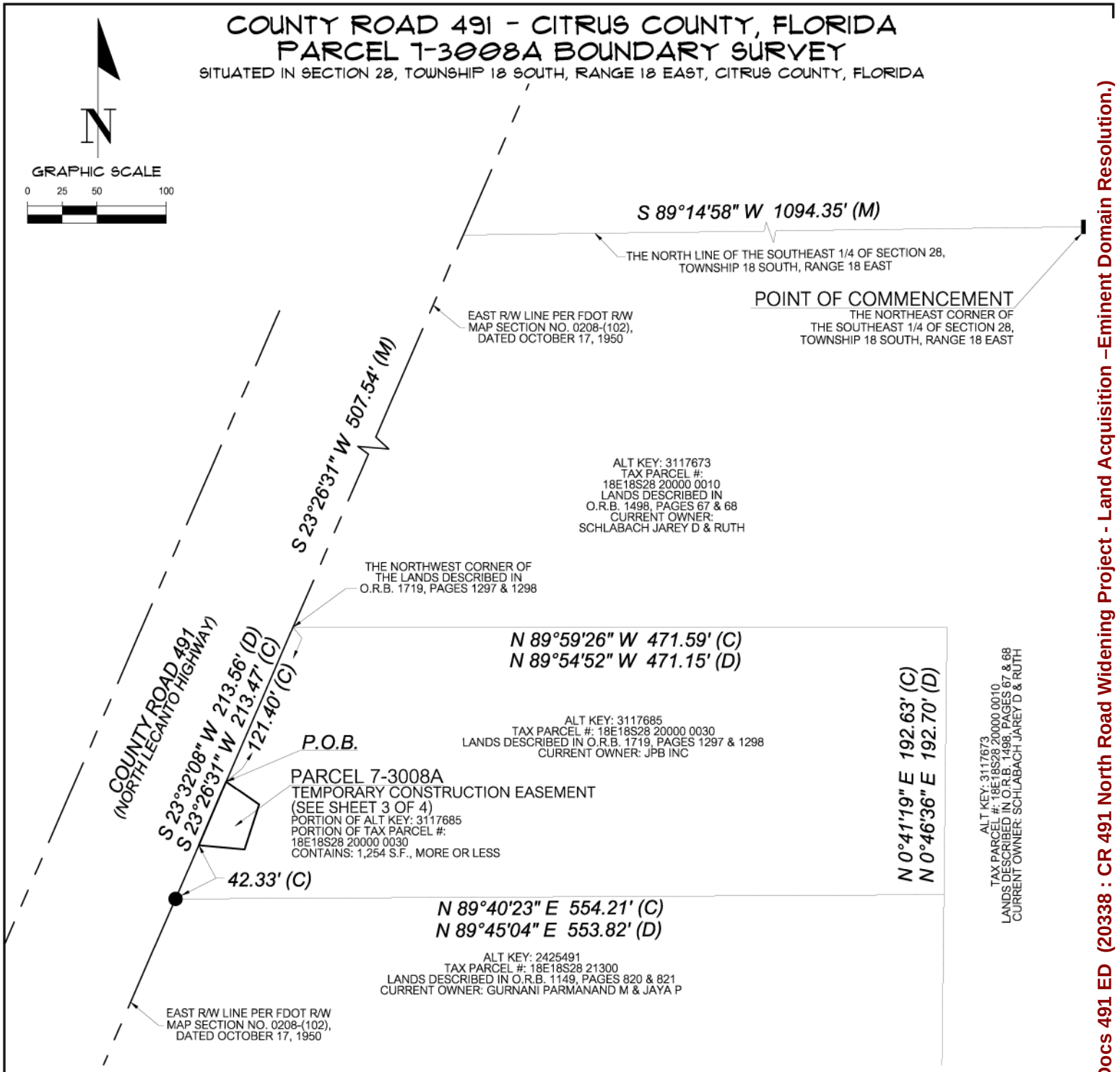
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008A BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 4 OF 4)

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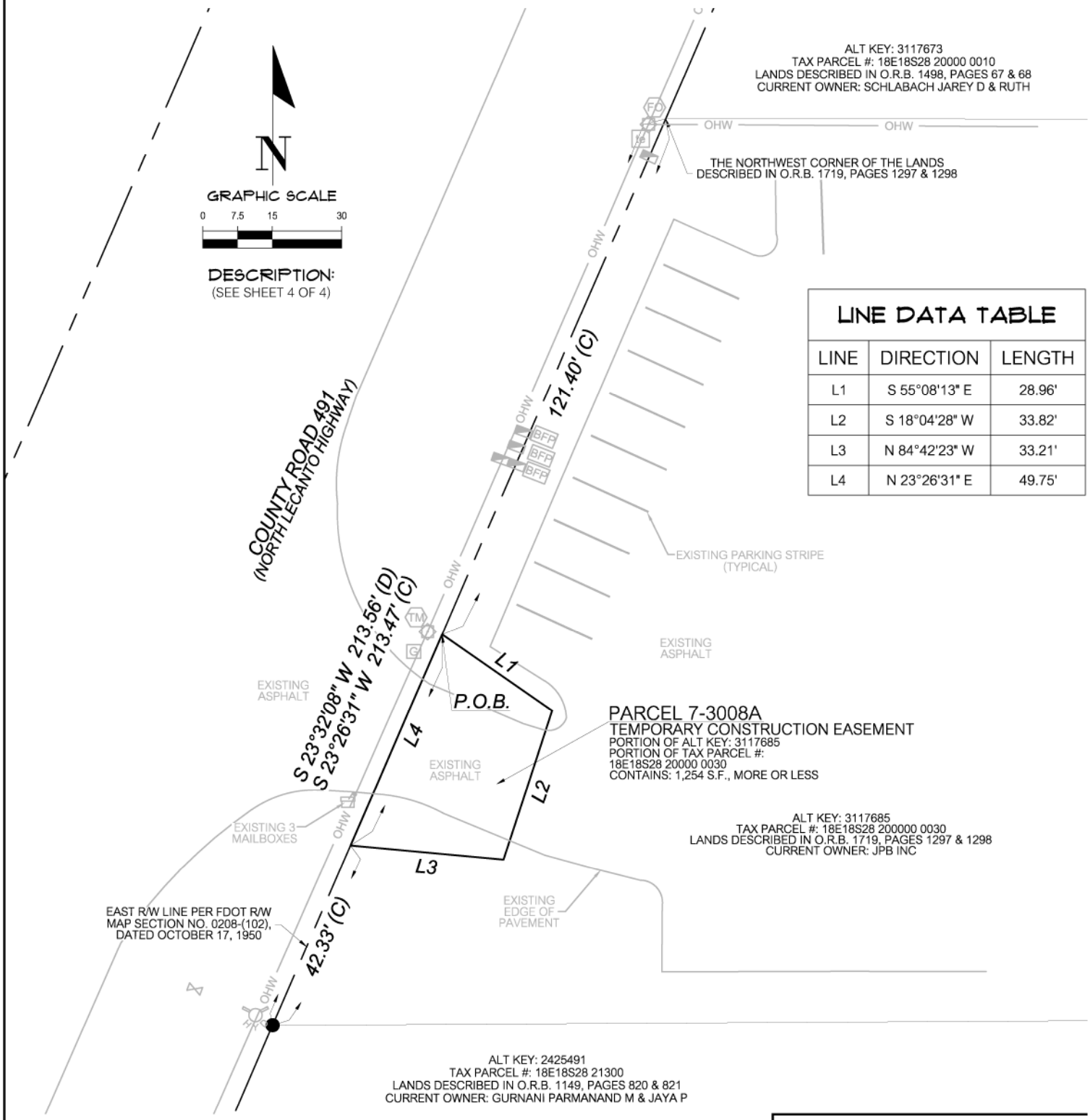
SCALE: 1" = 100'

VERIFY SCALE
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008A BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 55°08'13" E	28.96'
L2	S 18°04'28" W	33.82'
L3	N 84°42'23" W	33.21'
L4	N 23°26'31" E	49.75'

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
JPB INC

SHEET NO. 3 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 30'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008A DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719, PAGES 1297 AND 1298 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE SOUTH 89°14'58" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1094.35 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE SOUTH 23°26'31" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 507.54 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE CONTINUE SOUTH 23°26'31" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 121.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 55°08'13" EAST, A DISTANCE OF 28.96 FEET; THENCE SOUTH 18°04'28" WEST, A DISTANCE OF 33.82 FEET; THENCE NORTH 84°42'23" WEST, A DISTANCE OF 33.21 FEET TO AFOREMENTIONED EAST RIGHT OF WAY LINE; THENCE NORTH 23°26'31" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 49.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 1,254 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
JPB INC

SHEET NO.
4 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants

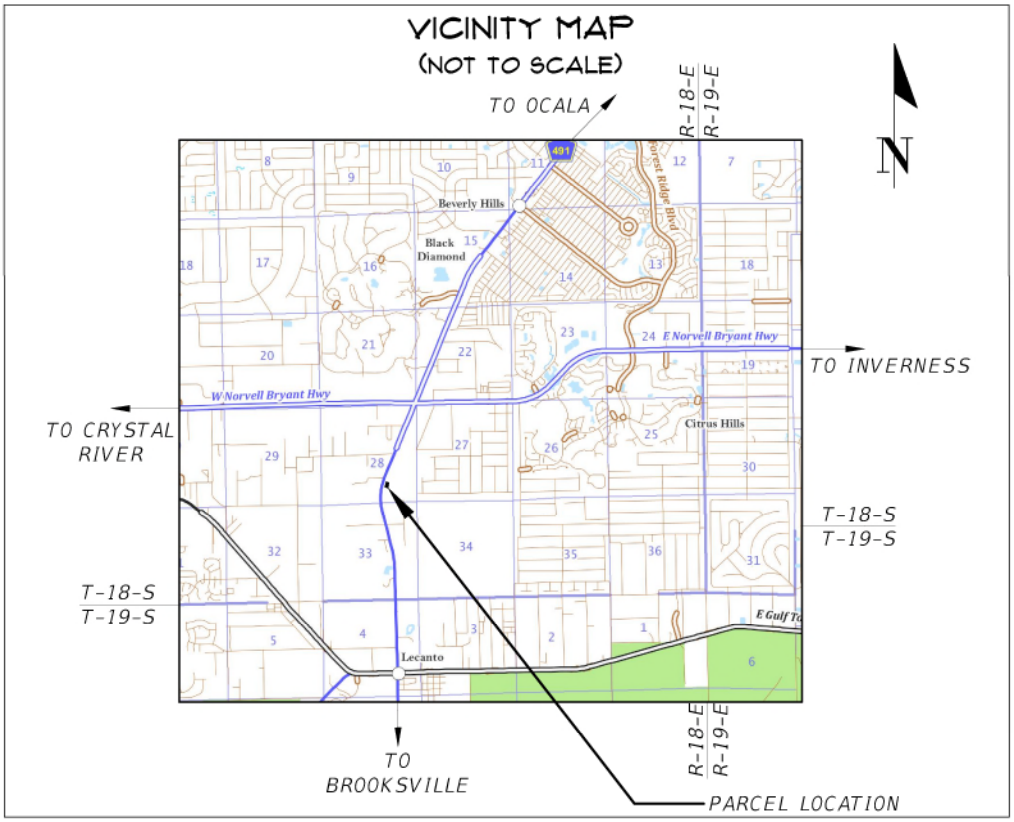
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est. 1988 FLORID
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008B BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER AMERICAN GOVERNMENT SERVICES CORPORATION, TITLE COMMITMENT FILE NUMBER 30527-3008, DATED DECEMBER 8, 2020. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.

3. SCHEDULE B-II EXCEPTIONS PER FURNISHED TITLE COMMITMENT EFFECTING SUBJECT LANDS:

   ITEM # 10: MATTERS DISCLOSED BY THE SURVEY PREPARED BY GEORGE R. MARTIN, PROFESSIONAL SURVEYOR & MAPPER, AS PROJECT NO. 19-029, DATED JUNE 30, 2019 AS REVISED JULY 8, 2019, TO WIT: A) POSSIBLE FENCE ENCROACHMENTS (OWNERSHIP UNKNOWN); B) POSSIBLE UNRECORDED EASEMENTS DISCLOSED BY THE OVERHEAD LINES, POLES, AND LIFT STATION EQUIPMENT LOCATED ON THE PREMISES; *AND* C) ENCROACHMENTS BY BACKFLOW PREVENTERS AND WATER METERS ONTO THE WESTERLY PORTION OF THE PREMISES. (NOT GRAPHICALLY SHOWN)

   ITEM # 11: POSSIBLE UNRECORDED SIGN LEASE AS DISCLOSED IN PRIOR TRANSACTION. (NOT GRAPHICALLY SHOWN)

4. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING, PER FLORIDA CHAPTER 5J-17.050-.052.

5. THIS SURVEY CONSISTS OF FOUR (4) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR VICINITY MAP, LEGEND AND SURVEYOR'S NOTES. SEE SHEET TWO (2) FOR OVERALL SKETCH, SEE SHEET THREE (3) FOR SUBJECT PARCEL DETAILED BOUNDARY INFORMATION. SEE SHEET FOUR (4) FOR SUBJECT PARCEL DESCRIPTION.

LEGEND:

- ● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- ■ = FOUND CONCRETE MONUMENT MARKED "CITRUS COUNTY SURVEY DIVISION"
- ▭ = EXISTING CATCH BASIN
- ——— X ——— = EXISTING 4' WIRE FENCE
- ——— ST ——— = EXISTING STORM SEWER LINE

(C) = CALCULATED DATA
(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
M.E.S. = MITERED END SECTION

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
JPB INC

SHEET NO. 1 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARTIN G. DARDIS

Martin G Dardis

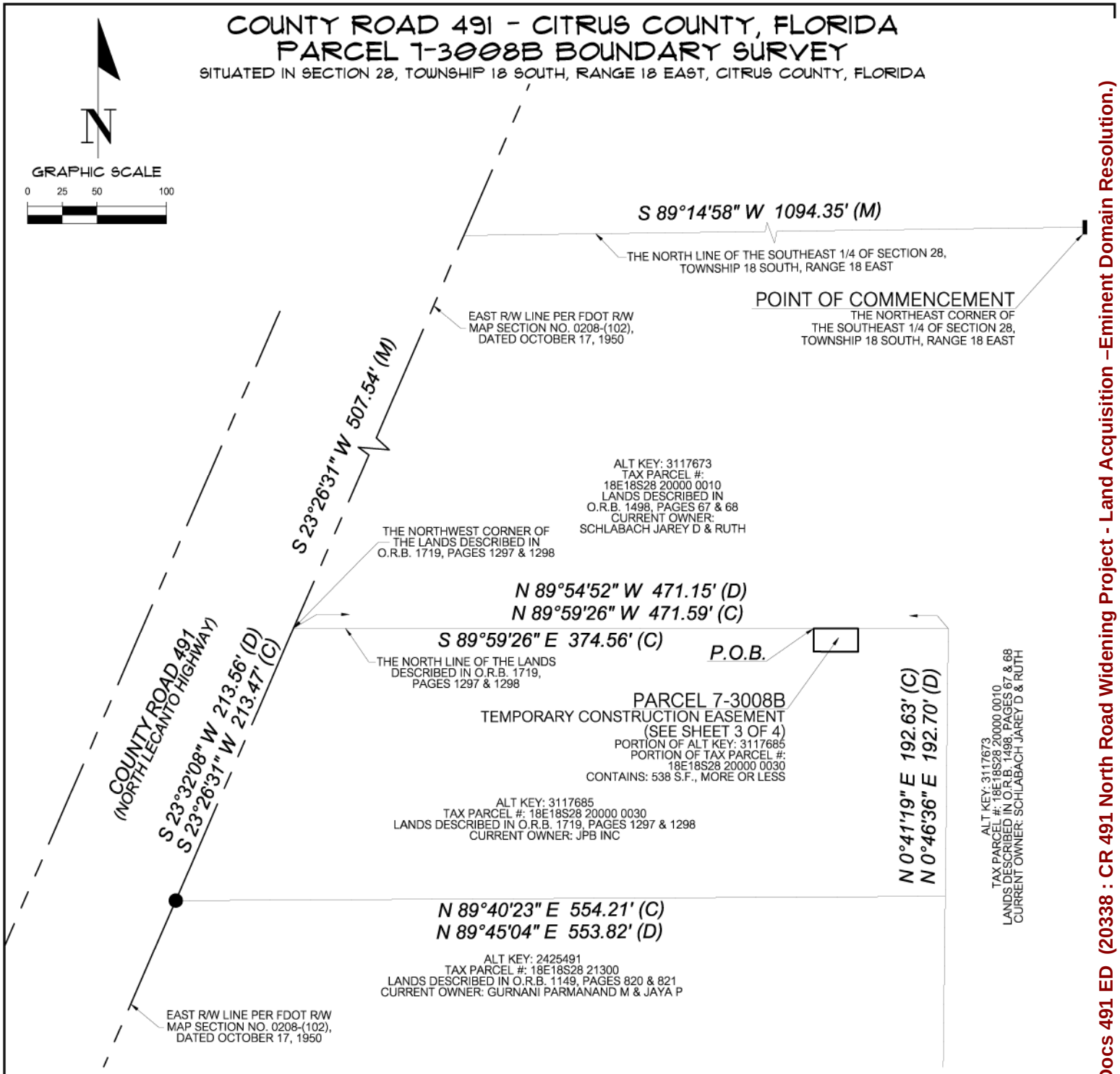
Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

CHW Professional Consultants
11801 Research Dri
Alachua, Florida 326
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008B BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA



SURVEYOR'S NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

DESCRIPTION:
(SEE SHEET 4 OF 4)

CERTIFIED TO:
CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
JPB INC

SHEET NO. 2 OF 4

This map prepared by:

Certificate of Authorization No. L.B. 5075
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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE:	10/22/2021
TECHNICIAN:	KWM
CHECKED BY:	MGD
PROJECT NUMBER:	19-0419

SCALE: 1" = 100'

VERIFY SCALE
BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008B BOUNDARY SURVEY
SITUATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

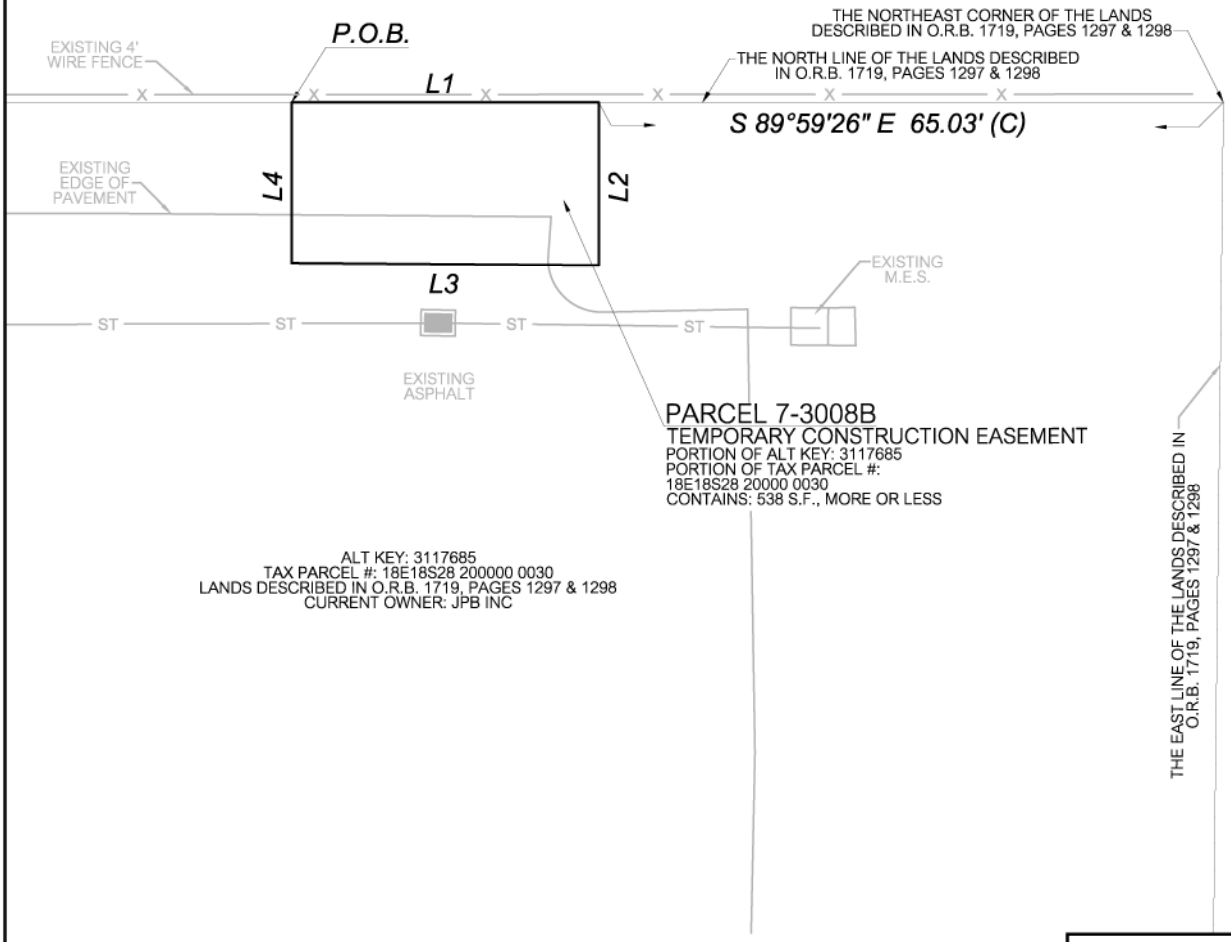
N

GRAPHIC SCALE
0 5 10 20

DESCRIPTION:
(SEE SHEET 4 OF 4)

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1(C)	S 89°59'26" E	32.00'
L2(C)	S 0°00'34" W	16.94'
L3(C)	N 89°34'45" W	32.00'
L4(C)	N 0°00'34" E	16.71'

ALT KEY: 3117673
TAX PARCEL #: 18E18S28 20000 0010
LANDS DESCRIBED IN O.R.B. 1498, PAGES 67 & 68
CURRENT OWNER: SCHLABACH JAREY D & RUTH



ALT KEY: 3117685
TAX PARCEL #: 18E18S28 200000 0030
LANDS DESCRIBED IN O.R.B. 1719, PAGES 1297 & 1298
CURRENT OWNER: JPB INC

SURVEYOR'S NOTES:
1.) BEARINGS AND COORDINATES SHOWN HEREON ARE IN US FEET AND ARE REFERENCE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/2011, FLORIDA WEST ZONE DATUM.

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SHEET NO. 3 OF 4

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MARTIN G. DARDIS

SEE SHEET ONE OF FOUR

Professional Surveyor & Mapper Fla. License No. 5097

DATE: 10/22/2021
TECHNICIAN: KWM
CHECKED BY: MGD
PROJECT NUMBER: 19-0419

SCALE: 1" = 20'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
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COUNTY ROAD 491 - CITRUS COUNTY, FLORIDA
PARCEL 7-3008B DESCRIPTION

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COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE SOUTH 89°14'58" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1094.35 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO 491, AS CURRENTLY ESTABLISHED AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 0208-(102), DATED OCTOBER 17, 1950; THENCE SOUTH 23°26'31" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 507.54 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°59'26" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 374.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°59'26" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 32.00 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LANDS, SOUTH 0°00'34" WEST, A DISTANCE OF 16.94 FEET; THENCE NORTH 89°34'45" WEST, A DISTANCE OF 32.00 FEET; THENCE NORTH 0°00'34" EAST, A DISTANCE OF 16.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 538 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND
MADE A PART HEREOF

CERTIFIED TO:

CITRUS COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
GRAYROBINSON, P.A.
JPB INC

SHEET NO.
4 OF 4

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DATE: 10/22/2021
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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

COMPOSITE EXHIBIT "B"

County Road 491 North Widening and Improvement Project

Easement Rights to be Condemned
in accordance with Composite Exhibit "A"

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

Temporary Construction Easement ("TCE")

The following temporary construction easement rights are to be acquired for the Project, subject to the listed limitations.

1. A non-exclusive, temporary construction easement, over, under and across the properties described in **Composite Exhibit "A"** located in Citrus County, Florida (hereinafter the "Easement Area").

2. The right, privilege, and authority within the Easement Area to perform such work as may be necessary upon the Easement Area in order to substantially conform the Easement Area to the design specifications set forth in the roadway construction plans labeled County Road 491 Improvements From W. Audubon Park Path to W. Parkville Street (i.e. the "Project"). Such work may include, but not be limited to, the addition, removal, relocation, recontour and/or grading of soils, as well as the demolition, removal and reconstruction of certain improvements (including but not limited to any structures, site debris, billboard signs and mobile homes).

3. During the term of the easement, the contractor shall not store its equipment in Easement Area, and all pre-existing access over and across the Easement Area shall be maintained.

4. Upon completion of construction, Citrus County shall stabilize the Easement Area with seed, sod or other ground cover so as to prevent erosion (where appropriate), and will restore any paved surface to a state that is as good or better than its pre-construction condition.

5. The temporary construction easement shall expire sixty (60) months from the date the easement is acquired.

6. Citrus County shall be entitled to assign the easement.

7. During the term of this easement there will be no hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S. C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, deposited, located, placed or released on the Easement Area by Citrus County, its agents or assigns.

8. Citrus County shall have the right of ingress to and egress from the Easement Area by means of any adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to Citrus County and its agents, including any other property over which Citrus County has access rights.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

9. The property owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Citrus County's easement rights.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

Slope Easement

The following slope easement rights are to be acquired for the Project, subject to the listed limitations.

1. An exclusive, perpetual slope easement over, under and across the properties described in **Composite Exhibit "A"** located in Citrus County, Florida (hereinafter "Easement Area").

2. The right, privilege, and authority within the Easement Area to construct, install, operate, replace, repair, remove, extend, inspect, patrol, test, sod, upgrade, modify and maintain the surface grade of a slope in, upon, over and across the Easement Area (the "Slope").

3. Citrus County has the right to excavate and/or fill the Easement Area as needed to construct the Slope. Citrus County has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area. Citrus County further has the right to remove fences, bushes, trees, undergrowth, structures and any other obstructions or physical objects which might interfere with the location, construction, operation, maintenance, repair, upgrade and replacement of the Slope. Upon conclusion of any construction inside of the Easement Area, Citrus County shall restore any disturbed area to a condition equal to or better than its former condition, subject to the restrictions below.

4. Citrus County's easement rights shall include the right to sod, stabilize, modify and maintain the surface grade of the Easement Area. Citrus County's easement rights shall also include the right to install, inspect, maintain, and repair any Slope placed within the Easement Area as well as the right to clear the Easement Area of trees, roots, undergrowth, and other physical objects which may, in Citrus County's sole discretion, endanger or interfere with the safe and efficient installation, operation, maintenance or reconstruction of the Slope.

5. Title to the improvements constructed by Citrus County within the Easement Area will remain in Citrus County, its successors or assigns.

6. Citrus County shall have the right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of Citrus County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of the Slope will be on an as needed basis. Citrus County shall have the right, but not the obligation, to otherwise maintain the Easement Area.

7. Citrus County shall have the right of ingress to and egress from the Easement Area by means of any adjacent public or private roadways, easements or rights-of-way

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

owned or held or lawfully available to Citrus County and its agents, including any other property over which Citrus County has access rights.

8. The property owner shall not impede, obstruct, excavate or alter any Slope to be located within the Easement Area, or to engage in any other uses, activities, or conduct which foreseeably would or could prevent, impede, or otherwise interfere with the operation of any Slope within the Easement Area.

9. Earthen improvements that may be placed within the Easement Area for slope purposes are not limited to a particular type, style, material or design. These improvements may also include the use of foliage or vegetation to prevent erosion.

10. The property owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Citrus County's easement rights.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

Drainage Easement

As to Parcels 9-2034 and 9-2098

The following drainage easement rights are to be acquired for the Project, subject to the listed limitations.

1. An exclusive, perpetual drainage easement, over, under and across Parcels 9-2034 and 9-2098 as described in **Composite Exhibit "A"** located in Citrus County, Florida (hereinafter the "Easement Area").

2. The right, privilege, and authority within the Easement Area to construct, install, operate, replace, repair, remove, extend, inspect, patrol, test, sod, upgrade, modify and maintain an underground drainage pipe, pipes or other related stormwater improvements, including above ground appurtenances, used to convey or assist in the conveyance of stormwater discharge (the "Drainage Facility").

3. Citrus County has the right to excavate and/or fill the Easement Area as needed to construct the Drainage Facility. Citrus County has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area. Citrus County further has the right to remove fences, bushes, trees, undergrowth, structures and any other obstructions or physical objects which might interfere with the location, construction, operation, maintenance, repair, upgrade and replacement of the Drainage Facility. Upon conclusion of any construction inside of the Easement Area, Citrus County shall restore any disturbed area to a condition equal to or better than its former condition, subject to the restrictions below.

4. Citrus County's easement rights shall include the right to sod, stabilize, modify and maintain the surface grade of the Easement Area. Citrus County's easement rights shall also include the right to install, inspect, maintain, and repair any Drainage Facility placed within the Easement Area as well as the right to clear the Easement Area of trees, roots, undergrowth, and other physical objects which may, in Citrus County's sole discretion, endanger or interfere with the safe and efficient installation, operation, maintenance or reconstruction of the Drainage Facility.

5. Title to the Drainage Facility improvements constructed by Citrus County within the Easement Area will remain in Citrus County, its successors or assigns.

6. Citrus County shall have the right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of the County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of the Drainage Facility will be on an as needed basis. The County shall have the right, but not the obligation, to otherwise maintain the Easement Area.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

7. Citrus County shall have the right of ingress to and egress from the Easement Area by means of any adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to the County and its agents, including any other property over which the County has access rights.

8. The fee owner of the Easement Area shall retain the right to improve, beautify, landscape and maintain the Easement Area, provided all associated improvements are consistent with Citrus County's easement rights and do not interfere with the Drainage Facility or its operation.

9. Should Citrus County need to impact any authorized fee owner improvements placed within the Easement Area after the initial construction of the Drainage Facility, Citrus County shall restore any impacted improvements to a condition equal to or better than its former condition.

10. The fee owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Citrus County's Easement Rights.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

Drainage Easement

As to Parcels 9-3001 & 9-3003

The following drainage easement rights are to be acquired for the Project, subject to the listed limitations.

1. An exclusive, perpetual drainage easement, over, under and across Parcels 9-3001 & 9-3003 as described in **Composite Exhibit "A"** located in Citrus County, Florida (hereinafter the "Easement Area").

2. The right, privilege, and authority within the Easement Area to construct, install, operate, replace, repair, remove, extend, inspect, patrol, test, sod, upgrade, modify and maintain a drainage ditch/swale used to convey or assist in the conveyance of stormwater discharge (the "Drainage Facility").

3. Citrus County has the right to excavate and/or fill the Easement Area as needed to construct the Drainage Facility. Citrus County has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area. Citrus County further has the right to remove fences, bushes, trees, undergrowth, structures and any other obstructions or physical objects which might interfere with the location, construction, operation, maintenance, repair, upgrade and replacement of the Drainage Facility. Upon conclusion of any construction inside of the Easement Area, Citrus County shall restore any disturbed area to a condition equal to or better than its former condition, subject to the restrictions below.

4. Citrus County's Easement Rights shall include the right to sod, stabilize, modify and maintain the surface grade of the Easement Area. Citrus County's Easement Rights shall also include the right to install, inspect, maintain, and repair any Drainage Facility placed within the Easement Area as well as the right to clear the Easement Area of trees, roots, undergrowth, and other physical objects which may, in Citrus County's sole discretion, endanger or interfere with the safe and efficient installation, operation, maintenance or reconstruction of the Drainage Facility.

5. Title to the Drainage Facility improvements constructed by Citrus County within the Easement Area will remain in Citrus County, its successors or assigns.

6. Citrus County shall have the right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of the County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of the Drainage Facility will be on an as needed basis. The County shall have the right, but not the obligation, to otherwise maintain the Easement Area.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

7. Citrus County shall have the right of ingress to and egress from the Easement Area by means of any adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to the County and its agents, including any other property over which the County has access rights.

8. The fee owner of the Easement Area shall retain the right to improve, beautify, landscape and maintain the Easement Area, provided all associated improvements are consistent with Citrus County's Easement Rights and do not interfere with the Drainage Facility or its operation.

9. Upon development, the fee simple owner of the Easement Area may cross the Easement Area with any access or cross-access drive permitted or required by the Citrus County Land Development Code.

10. The fee owner may fence the Easement Area so long as it is first determined by the Citrus County Engineer that the proposed fence improvement does not unreasonably interfere with the County's use of or access to the Easement Area or the Drainage Facility. Notwithstanding, the fee owner may not construct any walls, structures or building improvements within the Easement Area.

11. Should Citrus County need to impact any authorized fee owner improvements placed within the Easement Area after the initial construction of the Drainage Facility, Citrus County shall restore any impacted improvements to a condition equal to or better than its former condition. Notwithstanding, Citrus County shall not restore or replace any impacted landscaping or associated irrigation. Instead, Citrus County shall reimburse the fee owner for its reasonable and actual cost of restoring or replacing impacted landscaping and associated irrigation within ninety (90) days after all work has been completed and upon the submission of the fee owner's invoice to the Citrus County Engineer.

12. The fee owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Citrus County's easement rights.

13. Because the Drainage Facility is required to mitigate surface runoff coming from the fee owner's adjoining land, upon development the fee owner may elect to divert the surface runoff on-site. In such an instance, and assuming the need for the Drainage Facility is satisfactorily eliminated in the sole opinion of the Citrus County Engineer, the fee owner may request to have the Easement Area released by Citrus County. Citrus County's agreement to release the Easement Area shall not be unreasonably withheld.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

Public Access Easement

As to Parcel PAE-2034

The following access easement rights are to be acquired for the Project, subject to the listed limitations.

1. A non-exclusive, perpetual access easement for the use and benefit of the general public, over, under and across Parcel PAE-2034 as described in **Composite Exhibit "A"** located in Citrus County, Florida (hereinafter the "Easement Area").

2. The right, privilege, and authority within the Easement Area to construct, install, operate, replace, repair, remove, extend, inspect, patrol, test, sod, upgrade, modify and maintain a paved surface for pedestrian and vehicular access connection to and from County Road 491 (the "Access Improvements").

3. Citrus County has the right to excavate and/or fill the Easement Area as needed to construct the Access Improvements. Citrus County has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area. Citrus County further has the right to remove fences, bushes, trees, undergrowth, structures and any other obstructions or physical objects which might interfere with the location, construction, operation, maintenance, repair, upgrade and replacement of the Access Improvements. Upon conclusion of any construction inside of the Easement Area, Citrus County shall restore any disturbed area to a condition equal to or better than its former condition, subject to the restrictions below.

4. Citrus County's Easement Rights shall include the right to sod, stabilize, modify and maintain the surface grade of the Easement Area. Citrus County's Easement Rights shall also include the right to install, inspect, maintain, and repair any Access Improvements placed within the Easement Area as well as the right to clear the Easement Area of trees, roots, undergrowth, and other physical objects which may, in Citrus County's sole discretion, endanger or interfere with the safe and efficient installation, operation, maintenance or reconstruction of the Access Improvements.

5. Title to the Access Improvements constructed by Citrus County within the Easement Area will remain with the fee owner, its successors or assigns.

6. Citrus County shall have the right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of the County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of the Access Improvements will be on an as needed basis. The County shall have the right, but not the obligation, to otherwise maintain the Easement Area and the Access Improvements.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

7. Citrus County and the general public shall have the right of ingress to and egress from the Easement Area by means of County Road 491.

8. The fee owner of the Easement Area shall retain the right to improve, beautify, landscape and maintain the Easement Area, provided all associated improvements are consistent with Citrus County’s easement rights and do not interfere with the Access Improvements or their operation.

9. The fee owner may not fence the Easement Area and may not construct any walls, structures or building improvements within the Easement Area.

10. The fee owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Citrus County's easement rights.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

Utility Easement

As to Parcel 10-2049

The following utility easement rights are to be acquired for the Project, subject to the listed limitations.

1. An exclusive, perpetual utility easement, over, under and across the property described as Parcel 10-2049 in **Composite Exhibit "A"** located in Citrus County, Florida (hereinafter the "Easement Area").

2. The right, privilege, and authority within the Easement Area to construct, install, operate, replace, repair, remove, extend, inspect, patrol, test, sod, upgrade, modify and maintain any utility facility, related fixture and/or associated appurtenances thereto (the "Utility).

3. Citrus County has the right to excavate and/or fill the Easement Area as needed to construct the Utility. Citrus County has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area. Citrus County further has the right to remove fences, bushes, trees, undergrowth, structures and any other obstructions or physical objects which might interfere with the location, construction, operation, maintenance, repair, upgrade and replacement of the Utility. Upon conclusion of any construction inside of the Easement Area, Citrus County shall restore any disturbed area to a condition equal to or better than its former condition, subject to the restrictions below.

4. Citrus County's Easement Rights shall include the right to sod, stabilize, modify and maintain the surface grade of the Easement Area. Citrus County's Easement Rights shall also include the right to install, inspect, maintain, and repair any Utility placed within the Easement Area as well as the right to clear the Easement Area of trees, roots, undergrowth, and other physical objects which may, in Citrus County's sole discretion, endanger or interfere with the safe and efficient installation, operation, maintenance or reconstruction of the Utility.

5. Title to the Utility improvements constructed by Citrus County within the Easement Area will remain in Citrus County, its successors or assigns.

6. Citrus County shall have the right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of the County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of the Utility will be on an as needed basis. The County shall have the right, but not the obligation, to otherwise maintain the Easement Area.

7. Citrus County shall have the right of ingress to and egress from the Easement Area by means of any adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to the County and its agents, including any other property over which the County has access rights.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

8. The property owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Citrus County's easement rights.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

Slope & Utility Easement

As to Parcel 8/10-2098

The following slope and utility easement rights are to be acquired for the Project, subject to the listed limitations.

1. An exclusive, perpetual slope and utility easement over, under and across Parcel 8/10-2098 as described in Composite Exhibit "A" located in Citrus County, Florida (hereinafter "Easement Area").

2. The right, privilege, and authority within the Easement Area to construct, install, operate, replace, repair, remove, extend, inspect, patrol, test, sod, upgrade, modify and maintain the surface grade of a slope in, upon, over and across the Easement Area (the "Slope") and any utility facility in, upon, over, under and across the Easement Area (the "Utility").

3. Citrus County has the right to excavate and/or fill the Easement Area as needed to construct the Slope and Utility. Citrus County has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area. Citrus County further has the right to remove fences, bushes, trees, undergrowth, structures and any other obstructions or physical objects which might interfere with the location, construction, operation, maintenance, repair, upgrade and replacement of the Slope or the Utility. Upon conclusion of any construction inside of the Easement Area, Citrus County shall restore any disturbed area to a condition equal to or better than its former condition, subject to the restrictions below.

4. Citrus County's easement rights shall include the right to sod, stabilize, modify and maintain the surface grade of the Easement Area. Citrus County's easement rights shall also include the right to install, inspect, maintain, and repair any Slope or Utility placed within the Easement Area as well as the right to clear the Easement Area of trees, roots, undergrowth, and other physical objects which may, in Citrus County's sole discretion, endanger or interfere with the safe and efficient installation, operation, maintenance or reconstruction of the Slope or the Utility.

5. Title to the improvements constructed by Citrus County within the Easement Area will remain in Citrus County, its successors or assigns.

6. Citrus County shall have the right, but not the obligation, from time to time, to re-clear the Easement Area by cutting and removing therefrom, trees, brush and other obstructions that may, in the reasonable judgment of Citrus County or its agents, injure, endanger or interfere with the use of the Easement Area. Periodic maintenance of the Slope and the Utility will be on an as needed basis. Citrus County shall have the right, but not the obligation, to otherwise maintain the Easement Area.

Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

7. Citrus County shall have the right of ingress to and egress from the Easement Area by means of any adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to Citrus County and its agents, including any other property over which Citrus County has access rights.

8. The property owner shall not impede, obstruct, excavate or alter any Slope to be located within the Easement Area, or to engage in any other uses, activities, or conduct which foreseeably would or could prevent, impede, or otherwise interfere with the operation of any Slope within the Easement Area.

9. Earthen improvements that may be placed within the Easement Area for slope purposes are not limited to a particular type, style, material or design. These improvements may also include the use of foliage or vegetation to prevent erosion.

10. The property owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Citrus County's easement rights.

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Attachment: Supporting Docs 491 ED (20338 : CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.)

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Conduct a Public Hearing on an ordinance relating to the Beverly Hills Municipal Service Benefit Unit (MSBU) rates.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida, pertaining to Chapter 90 Beverly Hills Municipal Service Benefit Unit, amending Article XXI, Section 90-834 entitled “authorizing special assessments on a per lot, per tract or per acre basis”; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

b. Adopt the ordinance and authorize the Chairman to execute the ordinance.

c. Adopt and authorize the Chairman to execute a Preliminary Rate Resolution of Citrus County, Florida, relating to the Certification of the Fiscal Year 2022-2023 Beverly Hills MSBU Assessment Roll.

d. Set a public hearing on June 14, 2022, at 1:31 P.M. for the purpose of hearing public comment on the adoption of an Annual Rate Resolution adopting and certifying the FY 2022-2023 Beverly Hills MSBU Assessment Roll.

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 90 BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT, AMENDING ARTICLE XXI, SECTION 90-834 ENTITLED "AUTHORIZING SPECIAL ASSESSMENTS ON A PER LOT BASIS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, the Board adopted Section 90-834 of the Code of Ordinances authorizing special assessment amounts in the ~~Bevely~~Beverly Hills area of Citrus County;

WHEREAS, on May 10, 2021, the Beverly Hills Advisory Council voted on and approved changes in the assessment amounts currently being charged.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The provisions of Article XXI, Section 90-834 are amended as follows:

(a) Roadway mowing, beautification, street lighting and other essential facilities and municipal services as authorized by this Ordinance may be funded by a special assessment on a perlot, per tract, or per acre basis, as follows:

(1) As to all improved lots located in the Beverly Hills MSBU a maximum of ~~nine~~ fifteen dollars ~~($9.00)~~ ($15.00) ~~———~~per lot in any given year. A condominium unit or apartment unit shall be treated as an improved lot.

(2) As to all partially improved lots in the Beverly Hills MSBU a maximum of ~~nine~~ fifteen dollars~~($9.00)~~ ($15.00) ~~———~~per lot in any given year.

(3) As to improved or partially improved commercial tracts and golf course tracts located in the Beverly Hills MSBU, the greater of ~~twenty-five~~ forty two dollars ~~($25.00)~~ ($42.00) per tract per year or ~~ten~~ seventeen dollars ~~($10.00)~~ ($17.00) for each acre located within a

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tract, provided, however, the assessment on any single tract shall not exceed ~~two hundred and fifty~~ four hundred and fifteen dollars ~~($250.00)~~ ($415.00) per tract per year.

(4) As to all other tracts not included above, a maximum per tract assessment at the same rate per acre as the per lot assessment.

(b) For the fiscal year beginning on October 1~~, 2001~~ of each year, the county administrator shall prepare and deliver to the board of county commissioners a written report setting forth recommendations for the rate of a special assessment. Upon receipt of said written report the board of county commissioners shall establish the rate of special assessment for the fiscal year beginning on October 1 ~~, 2001~~ of each year.

(c) For the purposes of this section, "lot" means a platted lot and "tract" means a platted tract as shown on the plats referred to in subsection (a) above, as well as any developed land described in Exhibit A set out at the end of this article and made a part of this section by reference and located in the county.

(d) For the purposes of this section, "improved lot" or "improved tract" means any lot or conjoined portions of lots or tract, as defined above, upon which a residential structure or a structure housing a business or commercial enterprise has been erected, as of the first of January of any year. "Partially improved lot" or "partially improved tract" means any lot or tract which is vacant land, (devoid of the improvements necessary to make it an improved lot or tract) but is accessible by a drivable road surface which road shall abut said lot or tract, as of the first of January of any year. "Undeveloped lot" or "undeveloped tract" means any lot or tract as defined above, for which there is no drivable road surface abutting said lots or tracts as of the first of January of any year.

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 90 of the Citrus County Code of Ordinances.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk RONALD E. KITCHEN JR., Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 90 BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT, AMENDING ARTICLE XXI, SECTION 90-834 ENTITLED "AUTHORIZING SPECIAL ASSESSMENTS ON A PER LOT, PER TRACT OR PER ACRE BASIS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, the Board adopted Section 90-834 of the Code of Ordinances authorizing special assessment amounts in the Beverly Hills area of Citrus County;

WHEREAS, on May 10, 2021, the Beverly Hills Advisory Council voted on and approved changes in the assessment amounts currently being charged.

NOW, THEREFORE, **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The provisions of Article XXI, Section 90-834 are amended as follows:

(a) Roadway mowing, beautification, street lighting and other essential facilities and municipal services as authorized by this Ordinance may be funded by a special assessment on a per lot, per tract, or per acre basis, as follows:

(1) As to all improved lots located in the Beverly Hills MSBU a maximum of fifteen dollars ($15.00) per lot in any given year. A condominium unit or apartment unit shall be treated as an improved lot.

(2) As to all partially improved lots in the Beverly Hills MSBU a maximum of fifteen dollars ($15.00) per lot in any given year.

(3) As to improved or partially improved commercial tracts and golf course tracts located in the Beverly Hills MSBU, the greater of forty-two dollars ($42.00) per tract per year or seventeen dollars ($17.00) for each acre located within a tract, provided, however, the

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

assessment on any single tract shall not exceed four hundred and fifteen dollars ($415.00) per tract per year.

(4) As to all other tracts not included above, a maximum per tract assessment at the same rate per acre as the per lot assessment.

(b) For the fiscal year beginning on October 1 of each year, the county administrator shall prepare and deliver to the board of county commissioners a written report setting forth recommendations for the rate of a special assessment. Upon receipt of said written report the board of county commissioners shall establish the rate of special assessment for the fiscal year beginning on October 1 of each year.

(c) For the purposes of this section, "lot" means a platted lot and "tract" means a platted tract as shown on the plats referred to in subsection (a) above, as well as any developed land described in Exhibit A set out at the end of this article and made a part of this section by reference and located in the county.

(d) For the purposes of this section, "improved lot" or "improved tract" means any lot or conjoined portions of lots or tract, as defined above, upon which a residential structure or a structure housing a business or commercial enterprise has been erected, as of the first of January of any year. "Partially improved lot" or "partially improved tract" means any lot or tract which is vacant land, (devoid of the improvements necessary to make it an improved lot or tract) but is accessible by a drivable road surface which road shall abut said lot or tract, as of the first of January of any year. "Undeveloped lot" or "undeveloped tract" means any lot or tract as defined above, for which there is no drivable road surface abutting said lots or tracts as of the first of January of any year.

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 90 of the Citrus County Code of Ordinances.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
RONALD E. KITCHEN JR., Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

CITRUS COUNTY, FLORIDA

PRELIMINARY RATE RESOLUTION

FOR

NEIGHBORHOOD BEAUTIFICATION IMPROVEMENTS

WITHIN

THE BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT

RESOLUTION NO. 2022 - ____

ADOPTED MAY 10, 2022

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Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE PROVISION OF NEIGHBORHOOD BEAUTIFICATION IMPROVEMENTS WITHIN THE BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT; ESTABLISHING THE ESTIMATED ASSESSMENT RATES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapters 86 and 90 of the Citrus County Code of Ordinances (the "Ordinance"), Article VIII, section 1, Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance. It initiates the annual process for updating the Assessment Roll and directs the reimposition of assessments for the Fiscal Year beginning October 1, 2022. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance.

(B) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of

this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 3. GENERAL FINDINGS.

(A) The legislative findings of special benefit and apportionment embodied in the Ordinance and the applicable implementing resolutions for the Beverly Hills Municipal Service Benefit Unit (the "MSBU") are affirmed and incorporated herein by reference.

(B) The installation and maintenance of neighborhood beautification improvements will provide a special benefit to all Tax Parcels located within the MSBU by protecting and enhancing the value, use, and enjoyment of such property. The beautification services and improvements will improve and enhance: (1) the boundaries, character and neighborhood identity of the MSBU; and (2) the safety and overall aesthetics of the MSBU.

(C) The Assessments to be imposed in accordance with this Preliminary Rate Resolution provide an equitable method of funding the provision of neighborhood beautification improvements by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of Assessment Units attributable to each parcel of property in the manner previously approved.

SECTION 4. ESTIMATED ASSESSED COST.

(A) The total estimated Assessed Cost to be assessed and apportioned among all Assessment Units within the MSBU to provide neighborhood beautification improvements for the Fiscal Year commencing October 1, 2022, is as follows:

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

Total Annual Assessment Revenue for Fiscal Year 22-23 $101,287.00

Assessment Units	Maximum Annual Assessment Rate Per Unit
Vacant Lot	$15.00
Improved Lot	$15.00
Commercial & Golf Course Tract	$42.00 per tract or $17.00 per acre (not to exceed $415.00 per tract), whichever is greater.

(B) The Assessed Cost of the neighborhood beautification improvements within the MSBU will be funded through the reimposition of Assessments against property located in the MSBU in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. ASSESSMENT ROLL.

(A) The County Manager is hereby directed to prepare the updated Assessment Roll for Beverly Hills Municipal Service Benefit Unit for the Fiscal Year commencing October 1, 2022, in the manner provided in the Ordinance. The County Manager shall apportion the Assessed Cost for the MSBU among the parcels of real property within the MSBU as reflected on the Tax Roll in conformity with this Preliminary Rate Resolution.

(B) Copies of Chapters 86 and 90 of the County Code, the enabling resolutions, documentation related to the estimated Assessed Cost, and the preliminary assessment roll for the upcoming fiscal year shall be maintained on file in the offices of the County Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

SECTION 6. PUBLIC HEARING. There is hereby established a public hearing to be held by the Board at 1:31 p.m. on June 14, 2022, to consider (A) reimposition of the Assessments, and (B) collection of the Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 7. NOTICE BY PUBLICATION. Upon completion of the materials required by Section 5 hereof, the County Manager shall publish a notice of the public hearing authorized by Section 6 hereof in the manner and the time provided in Sections 86-25 and 86-38 of the Ordinance. The notice shall be published no later than May 24, 2022, in substantially the form attached hereto as Appendix A.

SECTION 8. NOTICE BY MAIL. In the event the circumstances described in Sections 86-28 or 86-42 of the Ordinance so require, the County Manager shall, at the time and in the manner specified in Sections 86-26 and 86-39 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 6 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. The notice shall be mailed no later than May 24, 2022, in substantially the form attached hereto as Appendix B.

SECTION 9. IMPOSITION OF ASSESSMENTS.

(A) The Assessments shall be reimposed against all Tax Parcels within the MSBU for the provision of neighborhood beautification improvements for the Fiscal Year commencing on October 1, 2022. The annual Assessments will be included on the ad valorem tax bill to be mailed in November 2022. The Assessments for the Fiscal Year commencing on October 1,

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

2022, shall constitute a lien upon the Tax Parcels located in the Assessment Areas, pursuant to the Ordinance.

(B) The Assessment amount for the Fiscal Year commencing on October 1, 2022, shall be calculated and apportioned in accordance with the apportionment method previously adopted by the Board for the MSBU in order to generate the estimated Assessed Cost established for the MSBU in Section 4 hereof.

(C) Based upon the Assessed Costs for the MSBU, as provided in Section 4 of this Preliminary Rate Resolution, and the apportionment methodologies previously adopted by the Board, the estimated Assessments provided below are hereby established to fund the specified Assessed Costs for the MSBU determined to be assessed in the Fiscal Year commencing October 1, 2022.

Total Annual Assessment Revenue for Fiscal Year 22-23 $101,287.00

Assessment Units	Maximum Annual Assessment Rate Per Unit
Vacant Lot	$15.00
Improved Lot	$15.00
Commercial & Golf Course Tract	$42.00 per tract or $17.00 per acre (not to exceed $415.00 per tract), whichever is greater.

SECTION 10. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 11. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Assessments will be utilized for the provision of neighborhood beautification within the Beverly Hills Municipal Service Benefit Unit. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

used only to fund neighborhood beautification within the Beverly Hills Municipal Service Benefit Unit.

SECTION 12. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 10th day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

By:_____
Ronald E. Kitchen Jr., Chairman

ATTEST:

By:_____
Angela Vick, County Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

By:_____
Denise A. Dymond Lyn, County Attorney

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN CITRUS COUNTY, FLORIDA TO PROVIDE FOR SERVICES, FACILITIES, AND PROGRAMS RELATED TO NEIGHBORHOOD BEAUTIFICATION WITHIN THE BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT.

Notice is hereby given that the Board of County Commissioners of Citrus County will conduct a public hearing to consider the continued imposition of annual, non-ad valorem special assessments to fund neighborhood beautification within the Beverly Hills Municipal Service Benefit Unit for the fiscal year beginning on October 1, 2022, and future fiscal years. The following table reflects the previously approved assessment area, the total estimated revenue, the assessment units used for apportionment, and the proposed assessment rate schedule:

Total Annual Assessment Revenue for Fiscal Year 22-23 $101,287.00

Assessment Units	Maximum Annual Assessment Rate Per Unit
Vacant Lot	$15.00
Improved Lot	$15.00
Commercial and Golf Course Tract	$42.00 per tract or $17.00 per acre (not to exceed $415.00 per tract), whichever is greater

The assessment for each parcel of property will be based on the number of assessment units attributed to each tax parcel. The annual assessment will also include each tax parcel's share of administration and collection costs. A more specific description of the services, facilities, or programs and the method of computing the assessment for each parcel of property can be found in the enabling documents for the specific assessment area. Copies of Chapters 86 and 90 of the County Code, the enabling resolutions, and the preliminary assessment rolls for the upcoming fiscal year are available for inspection at the office of the Office of the Board of County Commissioners' Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday

through Friday.

The hearing will be held at 1:30 p.m., or as soon thereafter as the matter can be heard, on June 14, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed special assessments and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, use the TTY telephone (352) 341-6580. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

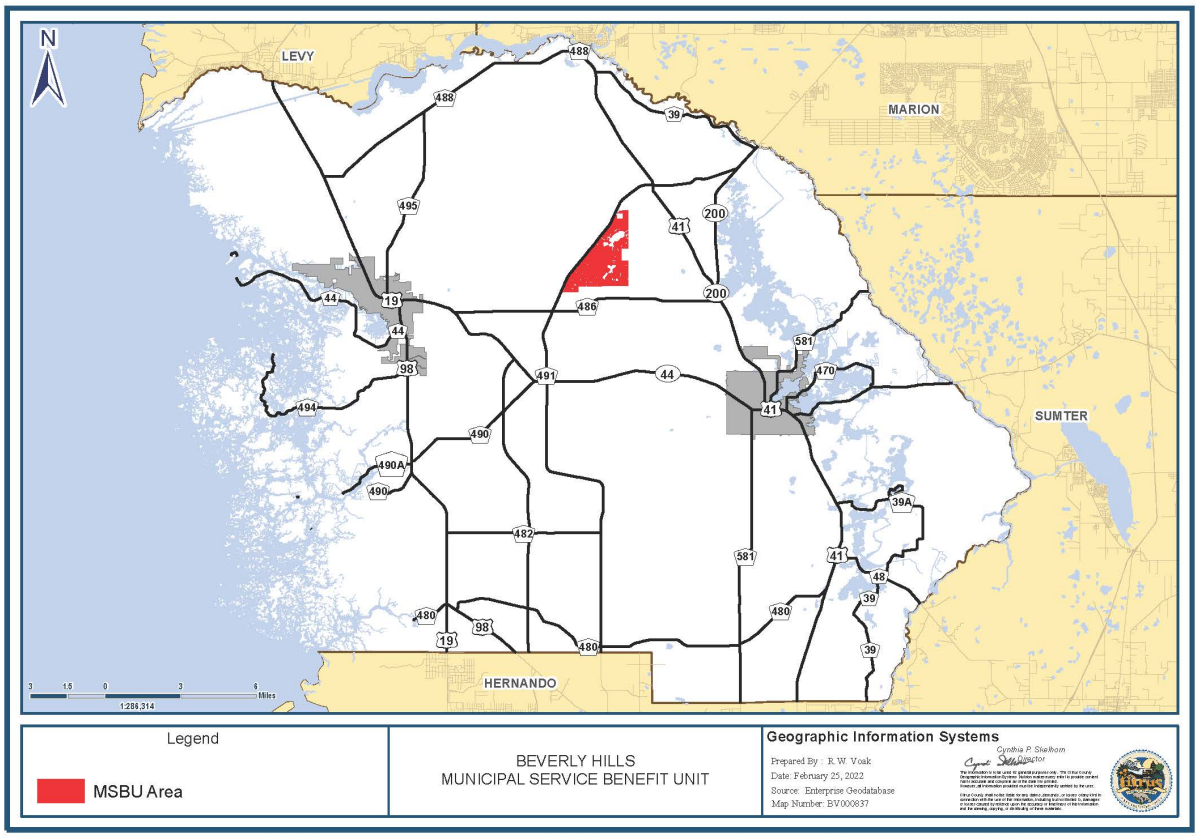
The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

MAP OF ASSESSMENT AREAS



CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

APPENDIX B

FORM OF NOTICE TO BE MAILED

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

APPENDIX B

FORM OF NOTICE TO BE MAILED

Citrus County Land Section - BH
3600 W. Sovereign Path, Suite 205
Lecanto, FL 34461

CITRUS COUNTY, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR NEIGHBORHOOD BEAUTIFICATION NON-AD VALOREM ASSESSMENTS WITHIN THE BEVERLY HILLS MSBU
NOTICE DATE MAY 24, 2022

Owner Name
Address
City, State Zip

AK #: «PARID»
Parcel Tax ID: «ALT_ID»
Legal: «LEGAL»

*** * * * * NOTICE TO PROPERTY OWNER OF PROPOSED RATE INCREASE * * * * ***

In 2001, the Board of County Commissioners of Citrus County created the Beverly Hills Municipal Service Benefit Unit (the "MSBU") for the provision and funding of beautification services. The provision of these services is funded by an annual beautification assessment imposed against all benefited property within the MSBU. Accordingly, pursuant to section 197.3632, Florida Statutes, notice is hereby given that the Board of County Commissioners of Citrus County, Florida, which may be sitting as the governing body of the MSBU, will consider the continued imposition of an annual beautification assessment for beautification services using the tax bill collection method which may be levied on your property for the fiscal year beginning October 1, 2022 and future fiscal years. The use of the annual beautification assessment to fund beautification services benefiting property located within the MSBU is a fair, efficient and effective method of funding these essential public services.

The annual beautification assessment is based on the number of Lots and/or Tracts attributed to each tax parcel of property. The annual beautification assessment will include each tax parcel's share of the annual beautification costs, administrative costs, and collection costs. If the proposed rate increase is approved, the maximum annual beautification assessment is estimated to be $15 (currently $9) per Vacant Lot, Improved Lot, Condo and Apartment Dwelling Units and $42 (currently $25) per Tract or $17 (currently $10) per Acre, (not to exceed $415 (currently $250) per tract), whichever is greater, for Commercial and Golf Course Tracts. The total annual assessment revenue to be collected within the MSBU for the Fiscal Year beginning October 1, 2022, is estimated to be $101,287.00. Information regarding the assessment for the tax parcel identified above is provided below:

The total number of Lots and/or Tracts on the above tax parcel is «EX_CODE1».

The maximum annual beautification assessment for the above tax parcel for the fiscal year commencing on October 1, 2022, and future fiscal years is «EX_CODE1_AMT».

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

A more specific description of the beautification services and the method of computing the assessment for each parcel of property are set forth in Chapter 86 and Chapter 90 of the Citrus County Code of Ordinances and the County's existing rate resolution for the MSBU. Copies of these documents and the preliminary Annual Beautification Assessment Roll for the upcoming fiscal year are available for inspection at the Office of the Board of County Commissioner's Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

A public hearing will be held at 1:30 p.m., or as soon thereafter as the matter can be heard, on June 14, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed annual beautification assessments and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. All comments should be addressed to the Clerk of the Board of County Commissioners, 110 North Apopka Avenue, Inverness, Florida 34450.

The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

Attachment: 2c Supporting Documents (20262 : 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection Zones
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

Conduct a Public Hearing on an ordinance pertaining to Manatee Protection Zones.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida, relating to boating regulatory zones for the protection of manatees; amending Chapter 64, Article I, Section 64-1 entitled “Definitions”; amending Chapter 64, Article I, Section 64-7 entitled “Manatee Protection Zones”; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener’s errors; providing for codification; and providing for an effective date.

b. If approved, authorize the Chairman to execute the ordinance.

ORDINANCE NO. 2022 ____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, RELATING TO BOATING REGULATORY ZONES FOR THE PROTECTION OF MANATEES; AMENDING CHAPTER 64, ARTICLE I, SECTION 64-1 ENTITLED "DEFINITIONS"; AMENDING CHAPTER 64, ARTICLE I, SECTION 64-7 ENTITLED "MANATEE PROTECTION ZONES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes;

WHEREAS, the Board adopted Ordinance 2022-01 on January 18, 2022 adopting a new Chapter 64, Article I, entitled "Manatee Protection Zones";

WHEREAS, the Board adopted Ordinance 2022-A16 on March 8, 2022 amending Chapter 64, Article I;

WHEREAS, the Board wishes to amend Chapter 64, Article I to add an additional idle speed zone for the protection of Manatees;

NOW THEREFORE, BE IT ORDAINED by the Citrus County Board of County Commissioners:

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 64, Article I, Section 64-1 Entitled "Definitions".** Chapter 64, Article I, Section 64-1, Citrus County Code of Ordinances, entitled "Definitions" is hereby amended to add the following:

Idle speed or idle speed no wake zone may be used interchangeably and mean that a vessel must proceed at a speed no greater than that which will maintain steerageway and headway as set forth in §68C-22.002(1), Florida Administrative Code (F.A.C.), as amended, or its successor provision. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Section 3. **Amending of Chapter 64, Article I, Section 64-7 Entitled "Manatee Protection Zones".** Chapter 64, Article I, Section 64-7, Citrus County Code of Ordinances, entitled "Manatee Protection Zones" is hereby amended as follows:

Sec. 64-7. Manatee Protection Zones

The county hereby establishes the manatee protection zones identified below for the purpose of protecting manatees located therein. To accomplish this purpose, this section establishes manatee protection zones and authorizes all subsequently permitted markers, as hereinafter defined, delineating the zones. A map of the Manatee Protection Zone is set forth in Exhibit A, attached hereto and incorporated herein by reference.

Attachment: Citrus County Ordinance 2nd Amended Redline2 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee

(1) Slow speed zones for manatee protection purposes. Within that area described as that part of the Homosassa River easterly of a line that bears 142 degrees from a point (approximate latitude 28 47' 16.39571" North, approximate longitude 82 36' 58.33650" West) on the northern shoreline to a point (approximate latitude 28 47' 10.94648" North, approximate longitude 82 36' 53.60335" West) on the southern shoreline and westerly of a line that bears North 360 degrees running through the northernmost tip of the western shoreline of a canal serving South Amstel Drive (approximate latitude 28 47' 38.05895" North, approximate longitude 82 36' 21.05912" West) to the northern shoreline (latitude 28 47' 47.92012" North, longitude 82 36' 20.93188" West), all vessels shall be operated at or below slow speed minimum wake at all times.

(2) Idle speed zones for manatee protection purposes. Within the area described as that part of the Homosassa River easterly of a line which bears 180 degrees from a point (approximate latitude 28 47' 3.50955" North, approximate longitude 82 37' 40.57912" West) on the northern shoreline to the northernmost point (approximate latitude 28 46' 57.81404" North, approximate longitude 82 37' 40.57912" West) of the peninsula where West Gingerly Path terminates, following the general contour of the northern shoreline, and westerly of a line which bears 0 degrees through a point 100 feet westerly of the northernmost tip of the western shoreline of Otter Creek (approximate latitude 28 46' 54.91209" North, approximate longitude 82 37' 20.20171" West) including the canals and associated waters of the residential development on the south side of the Homosassa River in Section 31, Township 19 South, Range 17 East, all vessels shall be operated at or below idle speed no wake at all times.

~~(2)~~(3) Any owner, operator, or person in command of a vessel found to have violated any provision of this ordinance~~who permits operation of such vessel in excess of slow speed minimum wake in the above-designated slow speed minimum wake zones~~, shall be in violation of §379.2431(2)(r), F.S., except for law enforcement vessels deviating from the navigational rules and posted speeds when such deviation is necessary to perform law enforcement duties.

~~(3)~~(4) The County Administrator, or the County Administrator's designee, shall coordinate application for permits and purchase of uniform waterway markers for marking of ~~slow speed minimum wake~~manatee protection zones~~ for manatee protection purposes~~. Implementation and marking of the manatee protection zones described in this section is contingent upon the county's receipt of all applicable state and federal authorizations required to ensure compliance with Chapter 68D-23, F.A.C., and the United States Aids to Navigation System; and the posting of regulatory markers.

Section 4. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 5. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 6. Scrivener's Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by its filing a corrected or re-codified copy of the same with the Clerk.

Attachment: Citrus County Ordinance 2nd Amended Redline2 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee

Section 7. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 8. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
RONALD E. KITCHEN, JR., Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: Citrus County Ordinance 2nd Amended Redline2 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee

ORDINANCE NO. 2022 ____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, RELATING TO BOATING REGULATORY ZONES FOR THE PROTECTION OF MANATEES; AMENDING CHAPTER 64, ARTICLE I, SECTION 64-1 ENTITLED "DEFINITIONS"; AMENDING CHAPTER 64, ARTICLE I, SECTION 64-7 ENTITLED "MANATEE PROTECTION ZONES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes;

WHEREAS, the Board adopted Ordinance 2022-01 on January 18, 2022 adopting a new Chapter 64, Article I, entitled "Manatee Protection Zones";

WHEREAS, the Board adopted Ordinance 2022-A16 on March 8, 2022 amending Chapter 64, Article I;

WHEREAS, the Board wishes to amend Chapter 64, Article I to add an additional idle speed zone for the protection of Manatees;

NOW THEREFORE, BE IT ORDAINED by the Citrus County Board of County Commissioners:

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 64, Article I, Section 64-1 Entitled "Definitions".** Chapter 64, Article I, Section 64-1, Citrus County Code of Ordinances, entitled "Definitions" is hereby amended to add the following:

Idle speed or idle speed no wake zone may be used interchangeably and mean that a vessel must proceed at a speed no greater than that which will maintain steerageway and headway as set forth in §68C-22.002(1), Florida Administrative Code (F.A.C.), as amended, or its successor provision. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Section 3. **Amending of Chapter 64, Article I, Section 64-7 Entitled "Manatee Protection Zones".** Chapter 64, Article I, Section 64-7, Citrus County Code of Ordinances, entitled "Manatee Protection Zones" is hereby amended as follows:

Sec. 64-7. Manatee Protection Zones

The county hereby establishes the manatee protection zones identified below for the purpose of protecting manatees located therein. To accomplish this purpose, this section establishes manatee protection zones and authorizes all subsequently permitted markers, as hereinafter defined, delineating the zones. A map of the Manatee Protection Zone is set forth in Exhibit A, attached hereto and incorporated herein by reference.

Attachment: Citrus County Ordinance 2nd Amended Final2 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection

(1) Slow speed zones for manatee protection purposes. Within that area described as that part of the Homosassa River easterly of a line that bears 142 degrees from a point (approximate latitude 28 47' 16.39571" North, approximate longitude 82 36' 58.33650" West) on the northern shoreline to a point (approximate latitude 28 47' 10.94648" North, approximate longitude 82 36' 53.60335" West) on the southern shoreline and westerly of a line that bears North 360 degrees running through the northernmost tip of the western shoreline of a canal serving South Amstel Drive (approximate latitude 28 47' 38.05895" North, approximate longitude 82 36' 21.05912" West) to the northern shoreline (latitude 28 47' 47.92012" North, longitude 82 36' 20.93188" West), all vessels shall be operated at or below slow speed minimum wake at all times.

(2) Idle speed zones for manatee protection purposes. Within the area described as that part of the Homosassa River easterly of a line which bears 180 degrees from a point (approximate latitude 28 47' 3.50955" North, approximate longitude 82 37' 40.57912" West) on the northern shoreline to the northernmost point (approximate latitude 28 46' 57.81404" North, approximate longitude 82 37' 40.57912" West) of the peninsula where West Gingerly Path terminates, following the general contour of the northern shoreline, and westerly of a line which bears 0 degrees through a point 100 feet westerly of the northernmost tip of the western shoreline of Otter Creek (approximate latitude 28 46' 54.91209" North, approximate longitude 82 37' 20.20171" West) including the canals and associated waters of the residential development on the south side of the Homosassa River in Section 31, Township 19 South, Range 17 East, all vessels shall be operated at or below idle speed no wake at all times.

(3) Any owner, operator, or person in command of a vessel found to have violated any provision of this ordinance, shall be in violation of §379.2431(2)(r), F.S., except for law enforcement vessels deviating from the navigational rules and posted speeds when such deviation is necessary to perform law enforcement duties.

(4) The County Administrator, or the County Administrator's designee, shall coordinate application for permits and purchase of uniform waterway markers for marking of manatee protection zones. Implementation and marking of the manatee protection zones described in this section is contingent upon the county's receipt of all applicable state and federal authorizations required to ensure compliance with Chapter 68D-23, F.A.C., and the United States Aids to Navigation System; and the posting of regulatory markers.

Section 4. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 5. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 6. Scrivener's Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by its filing a corrected or re-codified copy of the same with the Clerk.

Section 7. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 8. Effective Date. This Ordinance shall take effect as provided by law.

Attachment: Citrus County Ordinance 2nd Amended Final2 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
RONALD E. KITCHEN, JR., Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
County Attorney

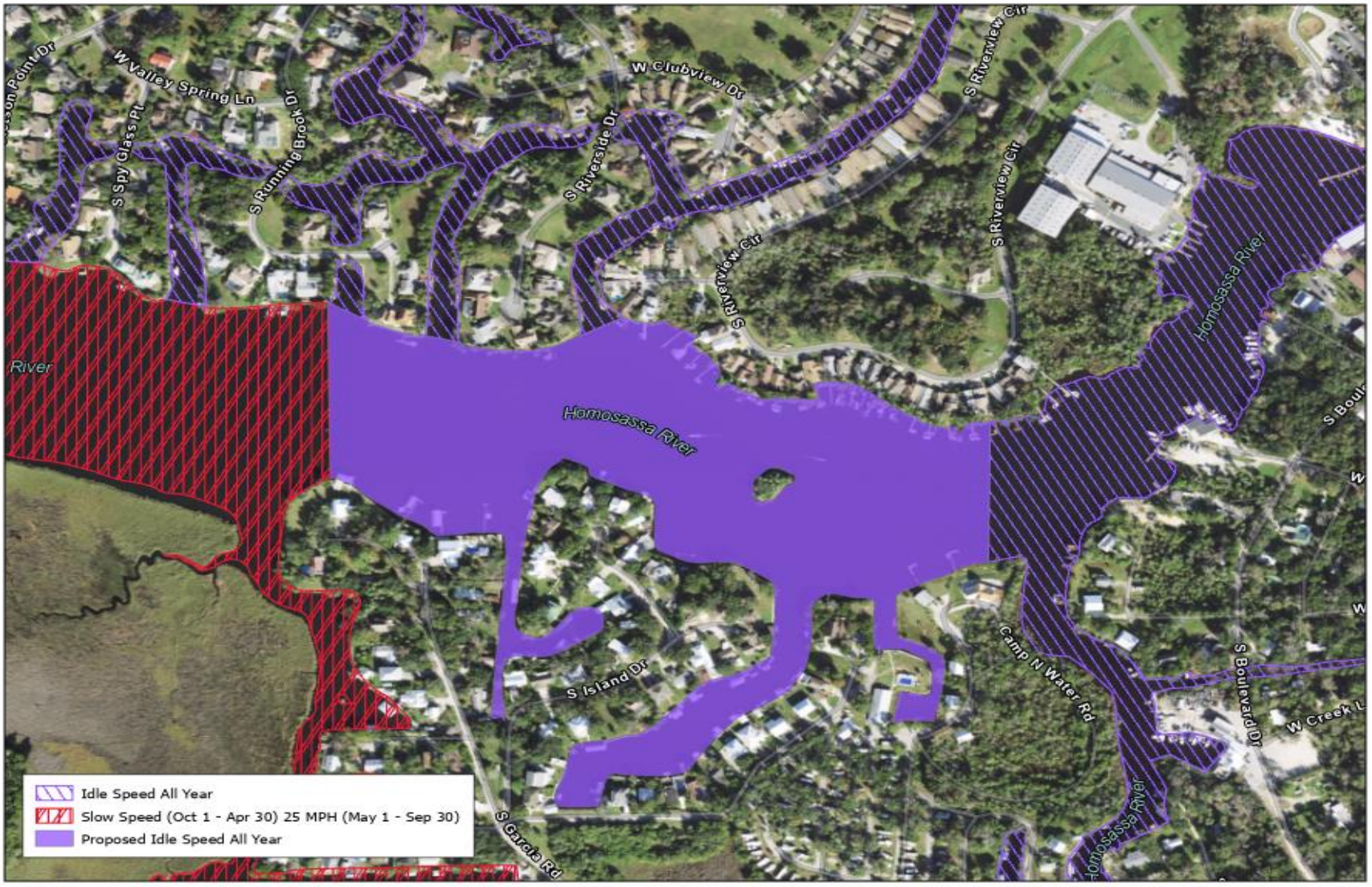
Attachment: Citrus County Ordinance 2nd Amended Final2 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection

Exhibit A - *Section 64-7(1)*



Attachment: Exhibit A_Updated 4-25-22 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to

Exhibit A - *Section 64-7(2)*



Attachment: Exhibit A_Updated 4-25-22 (20316 : 1:40 PM Public Hearing on an Ordinance Pertaining to

AGENDA MEMORANDUM

FROM:	Brian Kauffman,
SUBJECT:	Aviation Advisory Board - Announce Vacancy
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

County staff requests that the BOCC announce a vacancy on the Aviation Advisory Board as follows:

- District 5 Regular Member Position - Expires 1/31/2024

Also, please Accept with Regret the resignation of Mr. Jim C. Booth, District 5 member.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

Accept with Regret the resignation of Mr. Jim C. Booth (see attached), District 5 Member, and announce the vacancy of this position.

Denise L. Gallagher

From: James Booth <booth.jc@gmail.com>
Sent: Friday, April 15, 2022 1:55 PM
To: Quincy D. Wylupek
Subject: [EXTERNAL]HEALTH PROBLEMS

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Quincy: I have been experiencing some health problems. Because of these problems I find that I can not fully carry out my duties on the board. Because of the runway extension coming to important decisions I feel it is best to have all board members working to this end. I have given this some thought and find it is best for me to leave the board. It has been my pleasure and privilege to have been on the board. I wish you and the other members of the best.

Attachment: _EXTERNAL_Jim Booth Resignation 4-18-22 (20275 : Aviation Advisory Board - Announce Vacancy)

AVIATION ADVISORY BOARD ROSTER

Name	Members Address	Appointed	Expiration
Carl Douglas Flanagan District 1	6514 W. Pinedale Cir. Crystal River, FL 34429 352-634-0489 (home) 352-563-2715 (cell) Carl.flanagan1@gmail.com	02/08/2022	01/31/2024
Marc Gorshe District 2	46 Pine Drive Homosassa, FL 34446 352-346-6277 lestardde@hotmail.com	01/19/2021	01/31/2023
Luis Michaels* District 3	5580 N. Tucson Terrace Beverly Hills, FL 34465 352-746-2414 352-746-2414 (fax) luismichaels@hotmail.com	(Reappointed) 01/19/2021	01/31/2023
George J. McDonald* Vice-Chairman District 4	9030 S. Brittany Path Inverness, FL 34452 877-593-2364 352-476-3951 (cell) 888-523-0884 (fax) 352-637-1652 gmcdonald@mcdonaldgroup.com	(Reappointed) 02/08/2022	01/31/2024
~~Jim C. Booth*~~ ~~District 5~~	~~Booth.jc@gmail.com~~	~~(Reappointed)~~ ~~02/08/2022~~	~~01/31/2024~~
Name	**Members-At-Large Address**	**Appointed**	**Expiration**
Charles Carr Member At Large	3431 N. Pony Dr. Beverly Hills, FL 352-746-7059 (home) 352-302-0173 (cell) Charlie_c@earthlink.net	02/08/2022	01/31/2024
Heiko Kallenbach Chairman Member At Large	4489 W. Horseshoe Drive Beverly Hills, FL 34465 352-270-3205 kallenbach@mindspring.com	01/19/2021	01/31/2023

*** Members who possess valid Airman's Operations Certificates**

Board Members: 2-Year term

Attachment: AAB Roster (20275 : Aviation Advisory Board - Announce Vacancy)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC
AGENDA DATE:	**May 10, 2022**

BRIEF OVERVIEW:

This application is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from REC, Recreational District to MDR, Medium Density Residential District, and to amend the Land Development Code Atlas Map from REC, Recreational District; MDRMH, Medium Density Residential District with mobile homes allowed; and LDRMH, Low Density Residential District with mobile homes allowed to MDR and LDR, with a Planned Unit Development for single-family residential uses on approximately 354 acres in the Lecanto area.

This application was heard by the Planning and Development Commission on January 20, 2022 and recommended for approval with conditions. The Board of County Commissioners approved transmittal on March 8, 2022. This is the adoption phase of the application.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

N/A - Applicant Responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing on May 10, 2022, at 5:01 pm to review and discuss CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

ORDINANCE NO. 2022-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND USE ATLAS MAP BY REDESIGNATING APPROXIMATELY 354 ACRES FROM THE RECREATION DISTRICT, THE MEDIUM DENSITY RESIDENTIAL DISTRICT WITH MOBILE HOMES ALLOWED, AND THE LOW DENSITY RESIDENTIAL WITH MOBILE HOMES ALLOWED, TO THE MEDIUM DENSITY RESIDENTIAL DISTRICT AND THE LOW DENSITY RESIDENTIAL DISTRICT, BOTH DISTRICTS WITH A PLANNED UNIT DEVELOPMENT FOR RESIDENTIAL USES; PROVIDING FOR CONFLICTS; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT THE PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain Atlas Amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

1. The following described lands are hereby redesignated on the Citrus County Land Use Atlas Map:

   CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

   Re-designation of approximately 354 acres from the Recreation District (REC), the Medium Density Residential District with mobile homes allowed (MDRMH), and the Low Density Residential District with mobile homes allowed (LDRMH), all with a Planned Unit Development (PUD) for single-family residential uses, modifying the Land Use Atlas Map as presented in CPA/AA/PUD-22-01 and as further described in Exhibit "A", legal description, Exhibit "B", master plan, and Exhibit "C", conditions, attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

5. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

6. This ordinance shall become effective simultaneous with the effective date of the associated Comprehensive Plan Amendment.

DONE AND ADOPTED in regular meeting by the BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, this _____ day of _____, 2022.

ATTEST:

ANGELA VICK, CLERK OF COURT

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISON OF THE STATE OF FLORIDA

BY:

RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT A
CPA/AA/PUD-22-01
LEGAL DESCRIPTION

Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790); and Section 6, Township 19 South, Range 18 East, Parcels 10000, 31000 and 41000 (Alternate Key 3430790, 1504422, 1504465); and Section 31, Township 18 South, Range 18 East, Parcel 33000 (Alternate Key 1494940, described as follows:

ROCK CRUSHER CANYON (MSP-07-07 ACCEPTED 6/6/2007 SURVEY IN OR BK 2243 PG 17) PARCEL B: A PARCEL OF LAND CONSISTING OF A PTN OF THE SE1/4 OF NE1/4 OF SEC 1-19-17 AND A PTN OF NE1/4 OF SE1/4 OF SD SEC 1 AND A PTN OF SW1/4 OF NW1/4 OF SEC 6-91-18 AND A PTN OF NW1/4 OF SW1/4 OF SD SEC 6 MORE PART DESCR AS FOL: BEG AT THE NE CORN OF CINNAMON RIDGE UNIT 2 PB 12/65 TH ON THE BOUNDARIES THEREOF RUN THE FOL FOUR COURSES (1) S 89D 37M 48S W 678.52 FT (2) S 0D 59M 51S E 332.07 FT (3) S 89D 41M 24S W 678.39 FT (4) S 1D 4M 46S E 1161.79 FT TO THE E LINE OF ROCK CRUSHER ROAD (A 100 FT WIDE R/W) TH ON THE LAST SD LINE RUN THE FOL SEVEN COURSES (1) N 58D 26M 34S W 104.40 FT (2) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1100 FT AN ARC LENGTH OF 940.97 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 28D 56M 12S W 912.54 FT (3) N 4D 25M 49S W 347.57 FT (4) ON THE ARC OF A CURVE CONCAVE SW'LY AND HAVING A RAD OF 1200 FT AN ARC LENGTH OF 557.87 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 17D 44M 54S W 552.86 FT (5) N 31D 03M 59S W 182.37 FT (6) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1550 FT AN ARC LENGTH OF 825.05 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 15D 49M 2S W 815.35 FT (7) N 0D 34M 06S W 153.09 FT TH N 89D 25M 54S E 276.18 FT TH S 26D 35M 36S E 115.82 FT TH N 90D 00M W 243.64 FT TH N 18D 50M 44S E 130.87 FT TH N 88D 57M 15S E 672.90 FT TH S 1D 2M 45S E 102.34 FT TH S 65D 29M 1S E 1059.03 FT TH S 4M 27M 08S E 573.32 FT TH S 1D 1M 47S E 931.43 FT TO THE POB (107.87AC MOL) TITLE IN OR BK 624 PG 1179, OR BK 662 PG 572 & RES #90-30 IN OR BK 847 PG 150 & OR BK 1086 PG 199 & 201 & SURVEY IN OR BK 2243 PG 17

AND

Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT A
CPA/AA/PUD-22-01
LEGAL DESCRIPTION (CONTINUED)

W1/2 OF SW1/4 SEC 31-18-18 - TITLE IN OR BK 1549 PG 1519 --- EXC FPC EASM DESC IN OR BK 284 PG 377 - EXC THE S 80FT OF THE E 1/2 OF THE W 1/2 OF SW1/4 & THE S 80 FT OF THE W 1/2 OF THE W 1/2 OF THE SW1/4 SUBJ TO EASE ACROSS S 35FT DESC IN OR BK 757 PG 926(33100)

AND

E1/2 OF NW1/4 & NW1/4 OF NW1/4 DESC IN OR BK 284 PG 377, OR BK 616 PG 257, OR BK 575 PG 1686, OR BK 578 PG 1795 & OR BK 768 PG 1861

AND

A PARCEL OF LAND, DESC AS THE NE 1/4 OF SW 1/4 OF SEC 6 TWN 19S RNG 18E, REC IN OR BK 1182 PG 928, MORE PART DESC AS FOLLOWS:
COM AT SE COR OF SW 1/4 OF SEC 6 TWN 19S RNG 18E, THN N 0 DEG 30M 9S W, ALONG E LINE OF SW 1/4 OF SAID SEC 6, 1335.77 FT TO IMTERSECT WITH N LINE OF LOT 14 CINNAMON RIDGE UNIT FOUR PHASE ONE (HEREINAFTER REFERRED AS PLAT) PB 16 PG 124 - 128 (SAID INTERSECT LYING 2.37 FT W OF, MEASURED ALONG SAID N LINE, THE 5/8" IRON ROD W/CAP STAMP LB 6478 MARKING NE COR OF SAID LOT 14), & TO POB; THN S 89 DEG 57M 32S W (S 89 DEG 45M 2S W PER PLAT), ALONG N LINE OF SAID LOT 14 & ALONG N LINE OF LOT 13 THROUGH 4, INCLUSIVE (IN DESCENDING ORDER), & DRAINAGE RETENTION AREA 1, 1355.39 FT TO 5/8" IRON ROD W/CAP STAMP PLS 4882 MARKING NW COR OF SAID DRAINAGE RETENTION AREA 1 & COR OF LOT 54 BLK A CINNAMON RIDGE UNIT 2 PB 12 PG 65 (HEREINAFTER REFERRED TO AS PLAT), THN N 0 DEG 26M 19S W (N 0 DEG 53M 29S W PER PLAT), ALONG E LINE OF SAID LOT 54 & ALONG E LINE OF LOT 52 & 51 OF SAID BLK A, 333.18 FT (332.78 FT PER PLAT) TO 5/8" IRON ROD W/CAP STAMP LB 7951 MARKING NE COR OF SAID LOT 51 & NE COR OF SAID CINNAMON RIDGE UNIT 2, THN N 89 DEG 58M 11S W (S 89 DEG 42M 23S W PER PLAT), ALONG N LINE OF SAID

Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

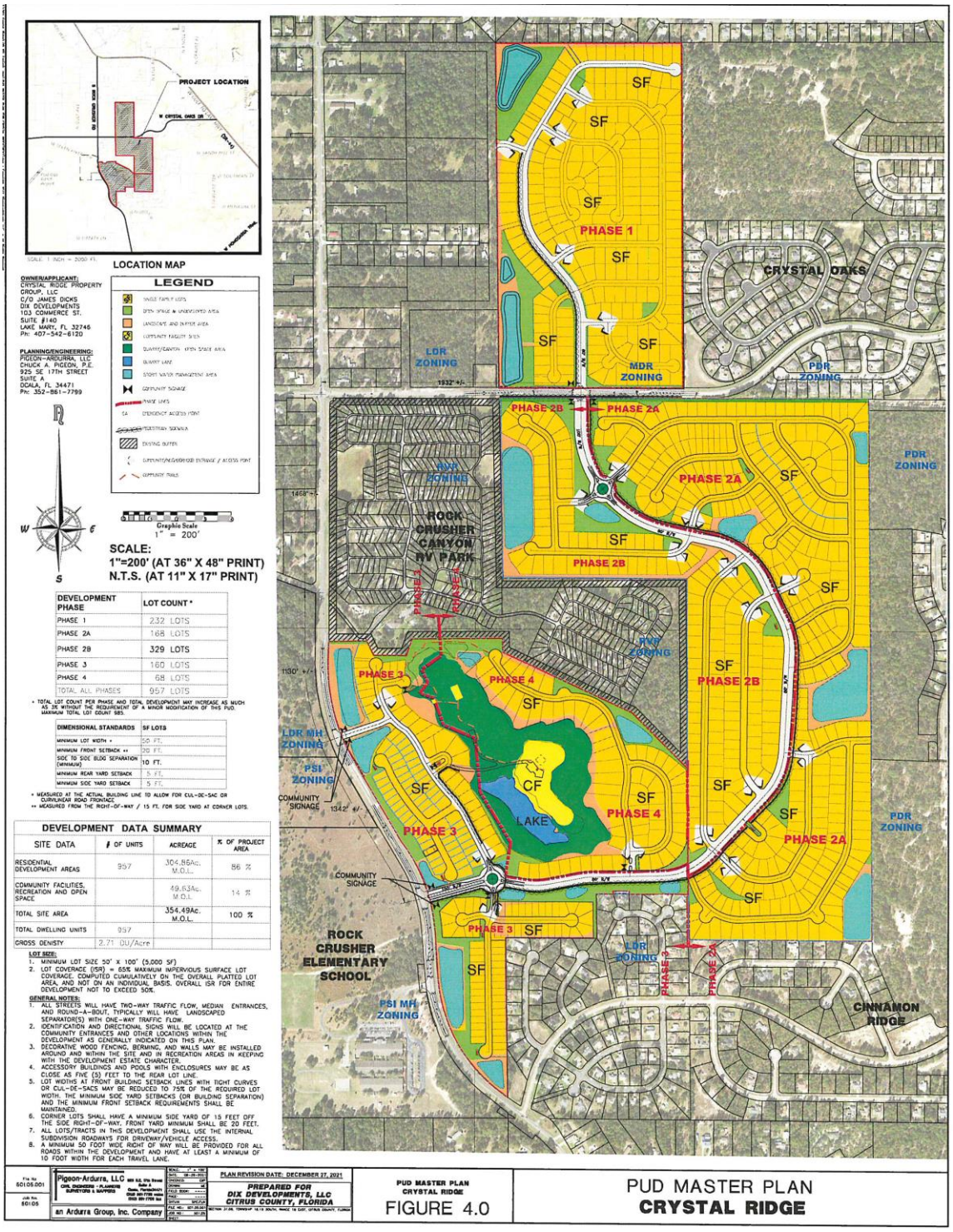
EXHIBIT A
CPA/AA/PUD-22-01 (CONTINUED)
LEGAL DESCRIPTION

CINNAMON RIDGE UNIT 2, 1.43 FT TO INTERSECT WITH W LINE OF NE 1/4 OF SW 1/4 OF SAID SEC 6, THN DEPART SAID N LINE N 0 DEG 38M 32S W, ALONG SAID W LINE, 992.62 FT TO 5/8" IRON ROD W/ILLEGIBLE CAP MARKING NW COR OF NE 1/4 OF SW 1/4 OF SAID SEC 6, THN S 89 DEG 55M 47S E, ALONG N LINE OF NE 1/4

OF SW 1/4 OF SAID SEC 6, 1358.90 FT TO CONCRETE MONUMENT W/DISK STAMP PRM LB 6443 MARKING NE COR OF NE 1/4 OF SW 1/4 OF SAID SEC 6, THN S 0 DEG 30M 9S E, ALONG E LINE OF NE 1/4 OF SW 1/4 OF SAID SEC 6, 1323.14 FT TO POB.
---TOGETHER WITH---
BENEFICIAL EASE RIGHTS SET FORTH IN GRANT OF EASEMENT REC IN OR BK 560 PG 709 - 710, MORE PART DESC AS FOLLOWS:
THE S 50 FT OF E 50 FT OF S 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 ---AND--- THE E 50 FT OF SW 1/4 OF SW 1/4 ---AND---
THAT PART OF THE S 50 FT OF SW 1/4 OF SW 1/4 LYING E OF ROCK CRUSHER RD, ALL IN SEC 6 TWN 19S RNG 18E.

Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT B
CPA/AA/PUD-22-01
MASTER PLAN



Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT C
CPA/AA/PUD-22-01
CONDITIONS OF APPROVAL

1. The development approval is limited to 957 dwelling units as well as community facilities and recreation area as generally outlined on the Master Plan and accompanying narrative date-stamped received December 29, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. The minimum dimensional requirements of this single-family development shall be as follows:

Minimum Lot Area	5,000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage	65% (Plat wide, demonstrated at platting)
(including Accessory Structures)	
Minimum Yard Requirements:	
A. Front	20 Feet
Side Front (corner lot)	10 Feet (does not include lots with second front on Major Collector roadway)
B. Sides	5 Feet
C. Rear	5 Feet
D. Building Separation	10 Feet

3. The residential lots must meet all LDC platting requirements prior to development.

4. The community facilities and recreational areas must meet non-residential design criteria in accordance with LDC requirements at time of permitting.

5. At the time of platting, the applicant must demonstrate provision for active recreation, and open space shall be increased to 20% of the total residential area to be developed. Open space cannot include constructed drainage facilities, active recreation areas or similar uses as outlined in Comprehensive Plan Policy 17.15.11. (***NOTE: Subject to revision of policy to allow drainage facilities)***

6. Buffers, landscaping, and tree preservation in accordance with LDC standards must be addressed at time of improvement plans during the platting process.

7. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping*™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program*

Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

to reduce water use and fertilizer runoff. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

8. The project must meet LDC and State standards for central water and central sewer.

9. At time of platting/permitting, the applicant will need to provide the following to the satisfaction of the County Engineer:

    a. Trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC, as well as overall right-of-way widths throughout the project. (If turn lanes are required, additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances).
    b. A traffic signal warrant for intersections # 1 and # 3.
    c. An analysis of the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St.

10. Provide a pedestrian crossing at intersection #2 and sidewalks along Rock Crusher Rd.

11. Phasing of the project is as follows (dates reflect years from the date of final approval of this application):

Development Phase	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years

The phasing lot counts may be individually modified as needed by the applicant provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines and total lot number standards are met.

12. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

13. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

Attachment: AA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

ORDINANCE NO. 2022-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY FUTURE LAND USE MAP BY REDESIGNATING APPROXIMATELY 108 ACRES FROM THE RECREATION DISTRICT TO THE MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources, and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments, and

WHEREAS, Chapter 163, Florida Statutes provide for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County Comprehensive Plan Amendment CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC, and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLCk, is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: CPA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

Re-designation from Recreation (REC) to Medium Density Residential (MDR), modifying the Future Land Use Map as presented in CPA/AA/PUD-22-01 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 5. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 6. MODIFICATIONS

It is the intention of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and Filed by the Clerk to the Board pursuant to Section 7.

SECTION 7. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Attachment: CPA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this _____day of _____2022.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK OF COURT

BY: _____
RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: CPA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT A
CPA/AA/PUD-22-01
LEGAL DESCRIPTION

Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790), more particularly described as follows:

ROCK CRUSHER CANYON (MSP-07-07 ACCEPTED 6/6/2007 SURVEY IN OR BK 2243 PG 17) PARCEL B: A PARCEL OF LAND CONSISTING OF A PTN OF THE SE1/4 OF NE1/4 OF SEC 1-19-17 AND A PTN OF NE1/4 OF SE1/4 OF SD SEC 1 AND A PTN OF SW1/4 OF NW1/4 OF SEC 6-91-18 AND A PTN OF NW1/4 OF SW1/4 OF SD SEC 6 MORE PART DESCR AS FOL: BEG AT THE NE CORN OF CINNAMON RIDGE UNIT 2 PB 12/65 TH ON THE BOUNDARIES THEREOF RUN THE FOL FOUR COURSES (1) S 89D 37M 48S W 678.52 FT (2) S 0D 59M 51S E 332.07 FT (3) S 89D 41M 24S W 678.39 FT (4) S 1D 4M 46S E 1161.79 FT TO THE E LINE OF ROCK CRUSHER ROAD (A 100 FT WIDE R/W) TH ON THE LAST SD LINE RUN THE FOL SEVEN COURSES (1) N 58D 26M 34S W 104.40 FT (2) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1100 FT AN ARC LENGTH OF 940.97 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 28D 56M 12S W 912.54 FT (3) N 4D 25M 49S W 347.57 FT (4) ON THE ARC OF A CURVE CONCAVE SW'LY AND HAVING A RAD OF 1200 FT AN ARC LENGTH OF 557.87 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 17D 44M 54S W 552.86 FT (5) N 31D 03M 59S W 182.37 FT (6) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1550 FT AN ARC LENGTH OF 825.05 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 15D 49M 2S W 815.35 FT (7) N 0D 34M 06S W 153.09 FT TH N 89D 25M 54S E 276.18 FT TH S 26D 35M 36S E 115.82 FT TH N 90D 00M W 243.64 FT TH N 18D 50M 44S E 130.87 FT TH N 88D 57M 15S E 672.90 FT TH S 1D 2M 45S E 102.34 FT TH S 65D 29M 1S E 1059.03 FT TH S 4M 27M 08S E 573.32 FT TH S 1D 1M 47S E 931.43 FT TO THE POB (107.87AC MOL) TITLE IN OR BK 624 PG 1179, OR BK 662 PG 572 & RES #90-30 IN OR BK 847 PG 150 & OR BK 1086 PG 199 & 201 & SURVEY IN OR BK 2243 PG 17

Attachment: CPA Ordinance (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

December 29, 2021

Ms. Joanna Coutu, AICP
Department of Growth Management
Citrus County Land Development
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Email: joanna.coutu@citrusbocc.com

P-A Project No. 501.05
Ardurra #2021-0711-00

Project:	**Crystal Ridge Development**
Sec/Twp/Rge:	**S31 / T18S / R18E, S06 / T19S / R18E, S01 / T19S / R17E**
Parcel ID / Alt Key:	**18E18S31 33000 / 1494940, 18E19S06 41000 / 1504465, 18E19S06 31000 / 1504422, 17E19S01 10000 / 3430790**
RE:	**Land Development Code Amendment Application & Atlas Amendment Additional Supplements to file for Pending Application CPA/AA/PUD-22-22-01**

Dear Ms. Coutu:

In response to comments received from Citrus County Staff to the original application submitted on October 20, 2021 enclosed is additional information in support for the approval of a PUD, Planned Unit Development for a proposed residential community on the lands indicated above.

Ownership of the property changed on December 16th, 2021 and the owner is now Crystal Ridge Development, LLC. Proof of property ownership and authorization documents will be provided to the County as soon as available from the County Clerk's Office and prior to the planning development meeting.

Included with this additional information in support of this application is a package of documents and information with various figures and exhibits including a narrative addressing the application requirements of the LDC. Specifically included:

1. Updated December 29, 2021 Master Development Plan
2. Updated Typical 80' Right-of-Way Section – with 8-Foot Sidewalk
3. Typical 100' Right-of-Way Section
4. Alternative Cul-de-sac Design Cross Section
5. Narrative addressing Staff Comments

Should you have any questions, please do not hesitate to contact me or Linda Pigeon at (352) 861-7799. We look forward to hearing back from the County following review of the submittal package.

Sincerely,
PIGEON - ARDURRA, LLC

Chuck A. Pigeon, P.E.
Project Manager
Ec: DIX Development

RECEIVED
DEC 29 2021
CPA/AA/PUD 22-01
Land Development Division

T:\501 Crystal Ridge\.05 PD Zoning\docs_PE\.03 Supplemental PUD NARRATIVE_12-29-2021.docx

925 SE 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SUPPLEMENTAL INFORMATION FOR:

CRYSTAL RIDGE – CPA/AA/PUD-22-22-01 AMENDMENT

ADDITIONAL ELEMENTS TO BE MADE A PART OF THE APPLICATION

A

DIX DEVELOPMENTS, LLC COMMUNITY

Prepared by:

Pigeon – Ardurra, LLC
CIVIL ENGINEERS – PLANNERS
SURVEYORS & MAPPERS

925 SE 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861-7799
Project No. 501.05

RECEIVED
DEC 29 2021
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Introduction

The application CPA/AA/PUD-22-22-01 is pending consideration with Citrus County. The staff report was received by staff on December 16, 2021 and this additional information is provided to address the questions raised by staff concerning the development.

An updated 2021 PUD Master Plan has been included with this additional information submittal. The plan more clearly shows the open space provided throughout the project, changes the 7-foot wide sidewalk to 8-foot and extends the sidewalk along the entire neighborhood collector road. The intersection spacing on W. Crystal Oaks Drive and along S. Rock Crusher Road has been added. The right-of-way width has been widened to 100' for the neighborhood collector road where the average daily trips are estimated to be over 3,000 ADT as required by code.

An Environmental Assessment for the remaining portion of the property has been included with this additional information.

CONSISTENCY WITH CITRUS COUNTY FUTURE LAND USE ELEMENT

Policy 17.2.7 *The County shall guide future development to the most appropriate areas, as depicted on the GFLUM, specifically those with minimal environmental limitation and the availability of necessary services.*

Staff Comment-The site appears to have minimum environmental limitations, with the exception of the existing pit areas that are proposed for use as community and recreational components. A submitted biological survey confirms the presence of protected gopher tortoises on the site which will need to be addressed at the time of platting. There do not appear to be any wetlands present, with the exception of the pond in the existing mining pit area. Regional water and sewer connections are proposed.

Response- The only listed threatened / endangered species found in the development area was the gopher tortoise. According the environmental assessment conducted, it is unlikely to that additional listed species will be found based on the findings of the field assessment and the habitat documented in and directly adjacent to the project area. It is planned that a gopher tortoise survey will be conducted for each phase of construction, and tortoises present permitted for and relocated in advance of clearing or other ground disturbance activities.

The historic mining quarry surface water feature was created during the historic wet mining activities on-site and is the only part of the site that could be classified as wetlands. It consists of less than two acres of the property. In order to protect these wetlands, a 15' buffer will be maintained around the wetlands and pre-treatment drainage areas will be created around the pond areas to collect stormwater before discharging to the pond areas.

Policy 17.15.12 *All residential and all commercial development shall provide sidewalks and/or bikeways for convenient access to individual dwelling units, churches, schools, parks, activity centers and other facilities. Local streets serving less than 40 residential units may construct sidewalks along one side of the roadway; all other streets and roadways shall have sidewalks along both sides. Sidewalks shall be at least five feet wide if located along one side of a street and shall be at least four feet wide if located along both sides of a roadway.*

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Staff Comment-A 7-foot pedestrian sidewalk is proposed along one side of the collector roadway in Phases 2,3,and 4 (but not in Phase 1). While many of the proposed lots that front on this collector also have access to internal/local roadway, there are a number that do not have this availability. Pedestrian access should be considered along both sides of the collector roadway throughout the site, as well as to access the community facility area. Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead.

Response: The 7-foot pedestrian sidewalk originally proposed has been changed to an 8-foot wide pedestrian / bicycle sidewalk along one side of the roadway. Traditionally 5' is associated with pedestrian access and 3 feet for passing bicycles. The sidewalk is proposed along the collector roadway in all of the Phases of the development. A sidewalk is also planned along the neighborhood roadway to access the community facility site.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE (LDC)

Engineering Comment-Intersection #2 & #3 with Rock Crusher Rd. – The application does not appear to provide the proposed intersection spacing along S. Rock Crusher Road for the two proposed intersections #2 and #3. Since the proposed intersection spacing along S. Rock Crusher Road has not been provided, the Engineering Division is unable to determine if the proposal meets the requirements of the LDC.

Response: The intersection spacing along S. Rock Crusher Road has been added to the master plan for the proposed intersections #2 and #3. The proposed intersection spacing meets the requirements of the LDC.

Engineering Comment-Intersections along minor collector roadway north of W. Crystal Oaks Dr. – The local roadway intersection within the development would need to meet spacing of 660-ft for a full median opening along the minor collector roadway. The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.

Response: The intersection spacing along the minor collector roadway north of W. Crystal Oaks Drive meets the 660-ft spacing for the full median opening along the minor collector roadway.

Engineering Comment- Intersections along collector roadway south of W. Crystal Oaks Dr. – The same comment applies to the main collector roadway (minor or major) south of W. Crystal Oaks Dr. The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.

Response: The intersection spacing along the minor collector roadway south of W. Crystal Oaks Drive meets the 660-ft spacing for the full median opening along the minor collector roadway. A round-about has been added to the northern most intersection in Phase 2A / 2B in order to meet the spacing requirements for the major collector section of the roadway.

Engineering Comment-As the applicant has not provided details as to the cul-de-sac deviation being requested nor has an alternative design been proposed, the Engineering Division cannot determine if the deviation is warranted.

Response: An sketch of the alternative cul-de-sac design has been included with this submittal.

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Engineering Comment-Phases 2A, 2B, 3, and 4 would generate a total of 6,913 daily trips. If you assume that the trips are split 50/50 to the north and south, then about 3,400 trips utilize the main collector roadway….

Response: A 100' right-of-way (ROW) section is proposed along sections of the neighborhood collector road in which the projected average daily trips (ADT) is anticipated to exceed 3,000 ADT. This includes two sections of the internal collector roadway at the north and south ends Crystal Ridge Boulevard at the County roadway intersections. In these sections of road the ROW is 100' and the minimum radius used for the centerline alignment is 800'. The updated PUD Master Plan provided shows the 100' ROW section as anticipated to be required per the estimated ADT of development. Updated typical roadway sections, Figures 9.0, 9.1 and 9.2 for the proposed Crystal Ridge roadways are provided with this supplemental information.

Engineering Comment-Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.

Response: Additional right-of-way dedicated to the County will be addressed at the time of development platting and shall conform to the requirements of the Land Development Code.

Engineering Comment- Traffic signal warrants: A signal warrant for intersections #1 and #3 need to be provided for review. In additional, the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St. will need to be analyzed.

Response: It is proposed that the signal warrant for intersections #1 and #3 and the signal phase timing for the existing signal be provided during the design phase of the development.

Engineering Comment- The Engineering Division would consider the Florida Greenbook as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection #2.

Response: Similar to the last response, it is proposed that this additional analysis be provided during the design phase of the development.

Impervious Surface/Stormwater

Staff Comment- The Master Plan proposes a maximum impervious surface ratio of 65%, calculated project-wide instead of per lot. The request is a significant increase from existing conditions. That said, the request along with the Master Plan is not inconsistent with similar single-family residential PUDs in the County. However, if this trend continues, it could have a negative effect on the aquifer recharge for the County. The applicant will need to provide confirmation at the time of platting that stormwater has been designed to accommodate a project-wide impervious surface.

Response: The PUD Master Plan has been updated to clarify that the project-wide impervious surface will not exceed 50%. It was not intended that the impervious surface for the development would be 65% project wide. Between the open spaces shown as well as the drainage areas, and quarry areas close to 30% of the project area and would not include any impervious area. The right-of-way areas have an impervious area ranging from about 50% for the 50-ft right-of-ways to about 25% for the 100-ft right-of-ways. The 65% impervious only applies to the actual

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development areas for home building lots. Taking all of this into account, the overall impervious area for the site is estimated to not exceed 50% of the total project area.

Staff Comment- Buffers and landscaping standards were not addressed specifically in the PUD submittal and would appear to default to LDC Standards. A 5' sodded strip is required between residential uses as proposed and adjacent residential uses (as well as the RV Park). The application notes that the RV park has an existing 50'buffer in it that would also serve to separate the uses.

Response: It is intended that the PUD meet the LDC landscape standards with the exception of providing only one shade tree per 50 foot wide lot and two or more shade trees for lots wider than 70 feet. All landscaping shall utilize Florida Friendly Landscaping Guidelines.

SUMMARY OF FINDINGS

An update Master Plan has been submitted to supersede the October 25, 2021 submittal plan.

Request is the total lot count per phase and total development may increase as much as 3% without the requirement of a minor modification of the PUD with a maximum lot count of 985 Lots.

For the required open space, request a modification from Citrus County Comprehensive Plan to provide at least 14% open space for the complete development.

A shared minimum 8 foot wide multi-use sidewalk is proposed to be provided on one side of the neighborhood collector roadway or as an option 5 foot wide on both sides.

Spacing along S. Rock Crusher Road for the two proposed intersection #2 and #3 are provided on the Master Plan and is within 20% of required spacing thereby meeting code.

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REQUEST FOR SPECIFIC PUD PROJECT DEVELOPMENT STANDARDS

This request is made to amend a previous request.

2. Same request. Acknowledge that W. Crystal Oaks Boulevard in a major collector as stated otherwise in the submittal.

4. Alternate designs for cul-de-sacs are proposed from the provision of LDC, (LDC Section 7730, "Standard Cul-de-Sac") to accommodate better lot layout. Details of the alternate cul-de-sac design has been provided in this submittal.

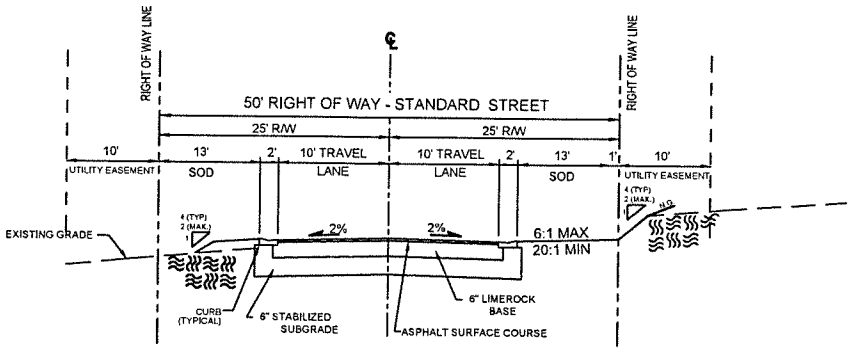
These requests are made in addition to the previously made requests.

6. Request a modification for Comprehensive Plan Policy 17.15.11 requiring all new residential subdivisions to provide at least 20 percent of the project as open space. Additional open space has been shown on the plan. The request is to provide 14 percent open space as shown on the updated Master Plan provided

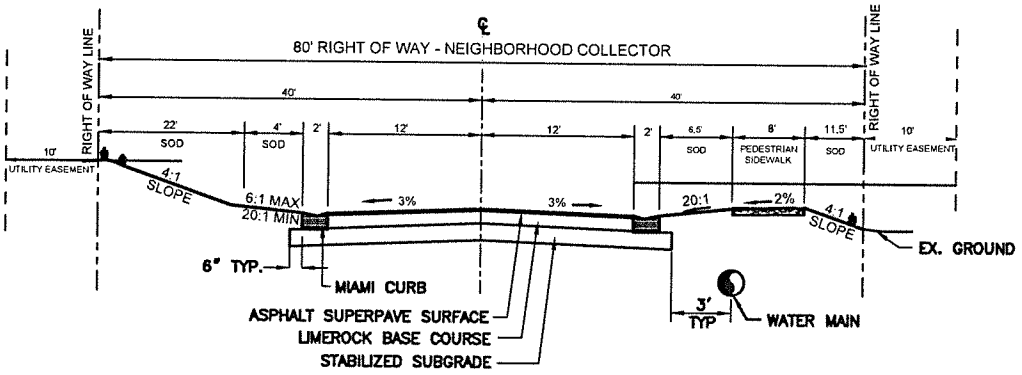
7. Request modification for Comprehensive Plan Policy 17.15.12 to provide sidewalks along both sides of the roadway. Propose to provide a wider 8' sidewalk along one side of the road that would better accommodate various modes of pedestrian type transportation and better facilitate the topography of the Site. Plan has been modified to show less than 40 lots fronting on neighborhood collector roadway.

8. Request shade tree planting criteria per individual lot be established to include one shade tree to 50 foot wide up to 70 foot wide lots, and 2 shade trees for each lot lager that 70 foot wide. Lot width is to be determined based on the average of the lot front to back. Reference (LDC Section 5720 Residential Development Standards).

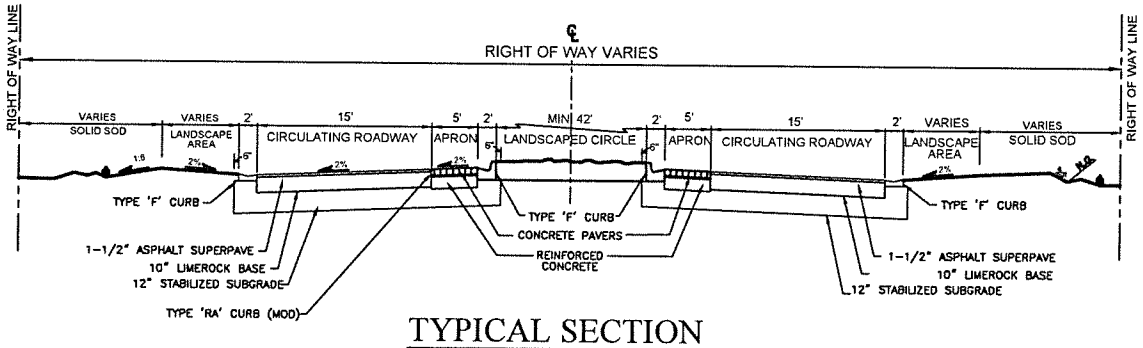
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TYPICAL ROADWAY SECTION
NEIGHBORHOOD ROADWAY
N.T.S.



TYPICAL ROADWAY SECTION
NEIGHBOHOOD MINOR COLLECTOR
N.T.S.

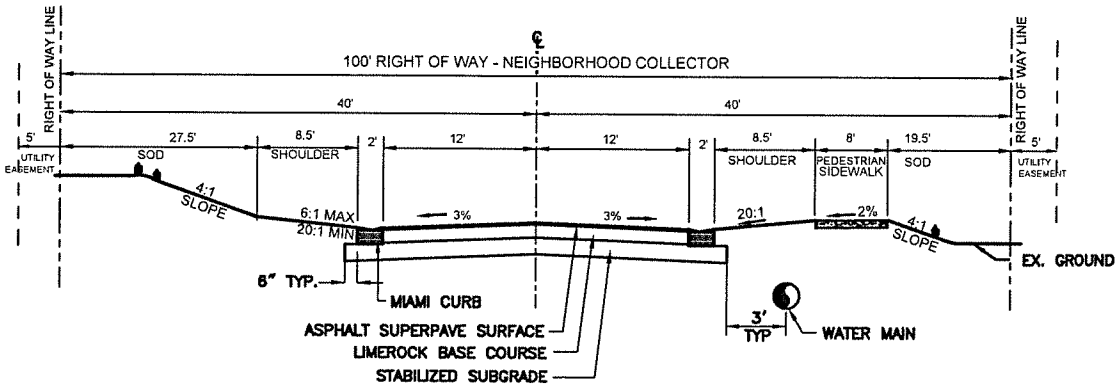


TYPICAL SECTION
ROADWAY
ROUNDABOUT
N.T.S.

	FIGURE 9.0	TYPICAL ROADWAY SECTIONS CRYSTAL RIDGE CITRUS COUNTY, FLORIDA SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

JOB NO.: 501.05.00

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

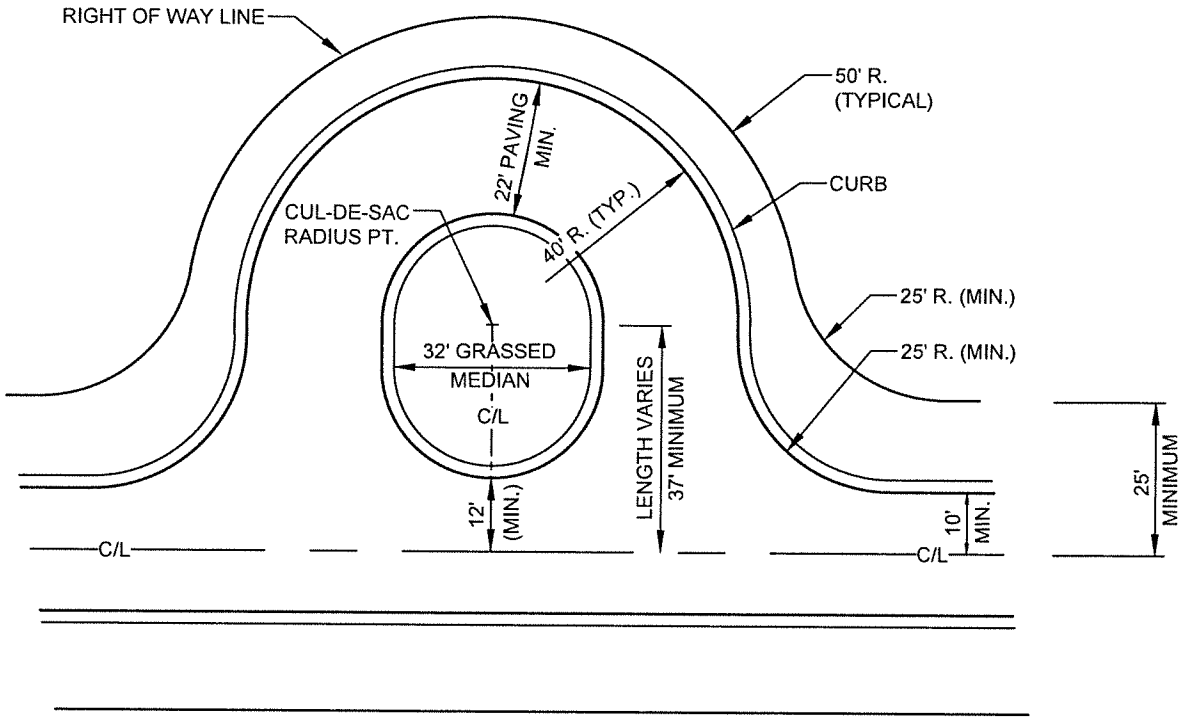


TYPICAL ROADWAY SECTION
NEIGHBOHOOD MAJOR COLLECTOR
N.T.S.

	FIGURE 9.1	TYPICAL ROADWAY SECTIONS CRYSTAL RIDGE CITRUS COUNTY, FLORIDA SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

JOB NO.: 501.05.00

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ALTERNATE CUL-DE-SAC

N.T.S.

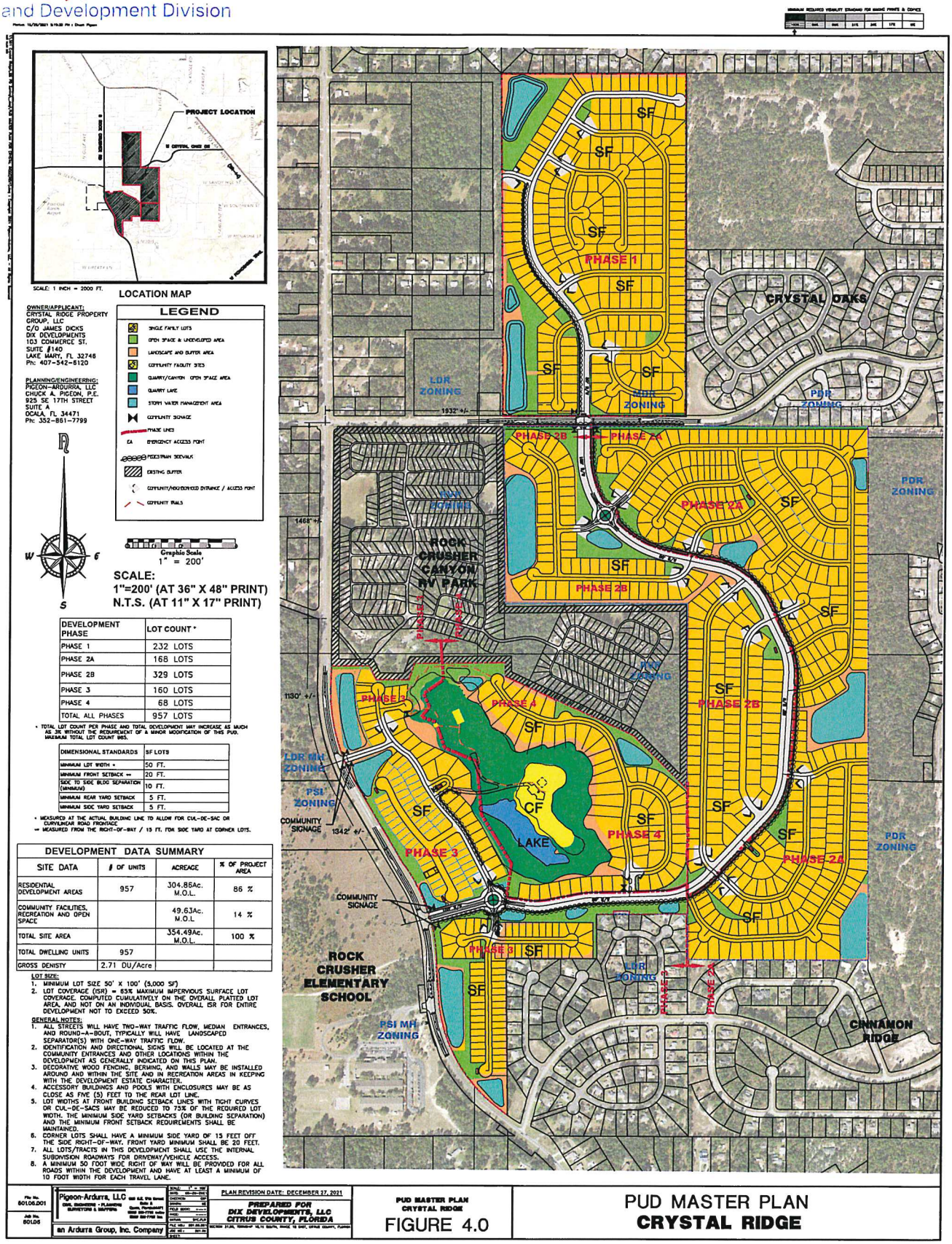
	FIGURE 9.2	TYPICAL ALTERNATE CUL-DE-SAC CRYSTAL RIDGE CITRUS COUNTY, FLORIDA
		SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

JOB NO.: 501.05.00

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DEC 29 2021
CPA/AA/PUD 22-01
Land Development Division

PUD MASTER PLAN FIGURE 4.0



DEVELOPMENT PHASE	LOT COUNT *
PHASE 1	232 LOTS
PHASE 2A	168 LOTS
PHASE 2B	329 LOTS
PHASE 3	160 LOTS
PHASE 4	68 LOTS
TOTAL ALL PHASES	957 LOTS

* TOTAL LOT COUNT PER PHASE AND TOTAL DEVELOPMENT MAY INCREASE AS MUCH AS 3% WITHOUT THE REQUIREMENT OF A MINOR MODIFICATION OF THIS PUD. MAXIMUM TOTAL LOT COUNT 985.

DIMENSIONAL STANDARDS	SF LOTS
MINIMUM LOT WIDTH *	50 FT.
MINIMUM FRONT SETBACK **	20 FT.
SIDE TO SIDE BLDG SEPARATION (MINIMUM)	10 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM SIDE YARD SETBACK	5 FT.

* MEASURED AT THE ACTUAL BUILDING LINE TO ALLOW FOR CUL-DE-SAC OR CURVILINEAR ROAD FRONTAGE
** MEASURED FROM THE RIGHT-OF-WAY / 15 FT. FOR SIDE YARD AT CORNER LOTS.

DEVELOPMENT DATA SUMMARY

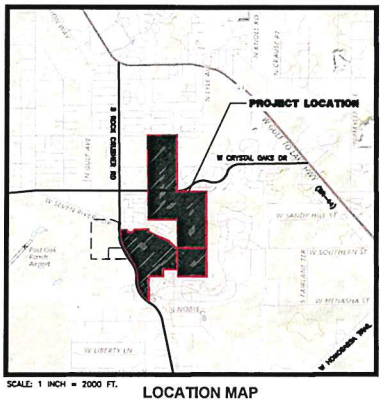
SITE DATA	# OF UNITS	ACREAGE	% OF PROJECT AREA
RESIDENTIAL DEVELOPMENT AREAS	957	304.86Ac. M.O.L.	86 %
COMMUNITY FACILITIES, RECREATION AND OPEN SPACE		49.63Ac. M.O.L	14 %
TOTAL SITE AREA		354.49Ac. M.O.L.	100 %
TOTAL DWELLING UNITS	957		
GROSS DENISTY	2.71 DU/Acre		

LOT SIZE:
1. MINIMUM LOT SIZE 50' X 100' (5,000 SF)
2. LOT COVERAGE (ISR) = 65% MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE, COMPUTED CUMULATIVELY ON THE OVERALL PLATTED LOT AREA, AND NOT ON AN INDIVIDUAL BASIS. OVERALL ISR FOR ENTIRE DEVELOPMENT NOT TO EXCEED 50%.

GENERAL NOTES:
1. ALL STREETS WILL HAVE TWO-WAY TRAFFIC FLOW, MEDIAN ENTRANCES, AND ROUND-A-BOUT, TYPICALLY WILL HAVE LANDSCAPED SEPARATOR(S) WITH ONE-WAY TRAFFIC FLOW.
2. IDENTIFICATION AND DIRECTIONAL SIGNS WILL BE LOCATED AT THE COMMUNITY ENTRANCES AND OTHER LOCATIONS WITHIN THE DEVELOPMENT AS GENERALLY INDICATED ON THIS PLAN.
3. DECORATIVE WOOD FENCING, BERMING, AND WALLS MAY BE INSTALLED AROUND AND WITHIN THE SITE AND IN RECREATION AREAS IN KEEPING WITH THE DEVELOPMENT ESTATE CHARACTER.
4. ACCESSORY BUILDINGS AND POOLS WITH ENCLOSURES MAY BE AS CLOSE AS FIVE (5) FEET TO THE REAR LOT LINE.
5. LOT WIDTHS AT FRONT BUILDING SETBACK LINES WITH TIGHT CURVES OR CUL-DE-SACS MAY BE REDUCED TO 75% OF THE REQUIRED LOT WIDTH. THE MINIMUM SIDE YARD SETBACKS (OR BUILDING SEPARATION) AND THE MINIMUM FRONT SETBACK REQUIREMENTS SHALL BE MAINTAINED.
6. CORNER LOTS SHALL HAVE A MINIMUM SIDE YARD OF 15 FEET OFF THE SIDE RIGHT-OF-WAY. FRONT YARD MINIMUM SHALL BE 20 FEET.
7. ALL LOTS/TRACTS IN THIS DEVELOPMENT SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
8. A MINIMUM 50 FOOT WIDE RIGHT OF WAY WILL BE PROVIDED FOR ALL ROADS WITHIN THE DEVELOPMENT AND HAVE AT LEAST A MINIMUM OF 10 FOOT WIDTH FOR EACH TRAVEL LANE.

File No. 80106.001
Job No. 80106
Pigeon-Ardurra, LLC
an Ardurra Group, Inc. Company
PLAN REVISION DATE: DECEMBER 27, 2021
PREPARED FOR
DIX DEVELOPMENTS, LLC
CITRUS COUNTY, FLORIDA
PUD MASTER PLAN
CRYSTAL RIDGE
FIGURE 4.0
PUD MASTER PLAN
CRYSTAL RIDGE

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SCALE: 1 INCH = 2000 FT.

LOCATION MAP

OWNER/APPLICANT:
CRYSTAL RIDGE PROPERTY GROUP, LLC
C/O JAMES DICKS
DIX DEVELOPMENTS
103 COMMERCE ST.
SUITE #140
LAKE MARY, FL 32746
Ph: 407-542-6120

PLANNING/ENGINEERING:
PIGEON-ARDURRA, LLC
CHUCK A. PIGEON, P.E.
925 SE 17TH STREET
SUITE A
OCALA, FL 34471
Ph: 352-861-7799

LEGEND

- SINGLE FAMILY LOTS
- OPEN SPACE & UNDEVELOPED AREA
- LANDSCAPE AND BUFFER AREA
- COMMUNITY FACILITY SITES
- QUARRY/CANYON OPEN SPACE AREA
- QUARRY LAKE
- STORM WATER MANAGEMENT AREA
- COMMUNITY SIGNAGE
- PHASE LINES
- EA EMERGENCY ACCESS POINT
- PEDESTRIAN SIDEWALK
- EXISTING BUFFER
- CONTINUITY/NEIGHBORHOOD ENTRANCE / ACCESS POINT
- CONTINUITY TRAILS

Graphic Scale
1" = 200'

SCALE:
1"=200' (AT 36" X 48" PRINT)
N.T.S. (AT 11" X 17" PRINT)

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** MEASURED FROM THE RIGHT-OF-WAY / 15 FT. FOR SIDE YARD AT CORNER LOTS.

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DEC 29 2021

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File No. 50105.001
Job No. 50105

Pigeon-Ardurra, LLC
CIVIL ENGINEERS • PLANNERS
SURVEYORS & MAPPERS
925 S.E. 17th Street Suite A Ocala, Florida 34471 (352) 861-7799 voice (352) 861-7709 fax
an Ardurra Group, Inc. Company

SCALE: 1" = 100'
DATE: 08-29-2021
CHECKED: CAP
DRAWN: ML
FIELD BOOK: ------
PAGE: ------
DATUM: SPC/FLE
FILE NO.: 201.05.001
JOB NO.: 50105
SHEET:

PLAN REVISION DATE: DECEMBER 27, 2021

PREPARED FOR
DIX DEVELOPMENTS, LLC
CITRUS COUNTY, FLORIDA

SECTION 21,28, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

PUD MASTER PLAN
CRYSTAL RIDGE
FIGURE 4.0

PUD MASTER PLAN CPA/AA/PUD 22-01
CRYSTAL RIDGE

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment __X__Other (specify): PUD

LEGAL DESCRIPTION OF PROPERTY:

Section 6, 31 Township 19, 18 Range 18 Alternate Key # 3430790, 1504422, 1504465 and 1494940

Lot/Parcel _____ Block _____

Subdivision 001189, 003403 and 003399

I, Crystal Ridge Property Group, LLC, owner of the above described property,
(Name of Owner)

authorize Clark A. Stillwell of Law Office of Clark A. Stillwell to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ as manager
James Dicks, Manager (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Dicks, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 21st day of January, 2022

Tyler Benzel
Printed Name

_____
Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
Bonded through National Notary Assn.

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Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
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Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465 & 1504422
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of Self to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Dicks, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 10th day of January 2022.

Tyler Benzel
Printed Name

Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
Bonded through National Notary Assn.

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 1 Township 19S Range 17E & Alternate Key # 3430790
Section 6 Township 19S Range 18E
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of Self to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Dicks, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 10th day of January 2022.

Tyler Benzel
Printed Name

_____
Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
Bonded through National Notary Assn.

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JAN 24 2022
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Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
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3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465 & 1504422
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Chuck A. Pigeon of Pigeon-Ardurra, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Dicks, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 10th day of January 2022.

Tyler Benzel
Printed Name

_____
Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
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JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 1 Township 19S Range 17E & Alternate Key # 3430790
Section 6 Township 19S Range 18E
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Chuck A. Pigeon of Pigeon-Ardurra, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

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WITNESS my hand and official seal this 10th day of January 2022

Tyler Benzel
Printed Name

_____
Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
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CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465 & 1504422
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel _____ Block _____

Subdivision _____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Clark Stillwell of Law Offices of Clark A. Stillwell, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Dicks, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 10th day of January 2022.

Tyler Benzel
Printed Name

_____
Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
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Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 1 Township 19S Range 17E & Alternate Key # 3430790
Section 6 Township 19S Range 18E
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Clark Stillwell of Law Offices of Clark A. Stillwell, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Dicks, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 10th day of January 2022

Tyler Benzel
Printed Name

Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
Bonded through National Notary Assn.

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2405 12/20/2021 5:03 PM 1 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

This Instrument Prepared by:

Alison S. Woodrow, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

After Recording Return to:

Old Republic National Title Insurance Company
c/o Duane Morris, LLP
201 South Biscayne Blvd., Suite 3400
Miami, Florida 33131-4325

Tax parcel identification no.: 18E19S0631000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY executed as of the 15 day of December, 2021, by **GULF TO LAKES ASSOCIATES, LTD.**, a Florida limited partnership, now known as Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, whose post office address is 3991 W. Gulf to Lakes Highway, Lecanto, Florida 34461 ("Grantor"), to **CRYSTAL RIDGE PROPERTY GROUP, LLC**, a Florida limited liability company, whose address is 103 Commerce Street, Suite 140, Lake Mary, Florida 32746 ("Grantee"):

[Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations whenever the context so admits or requires.]

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land situated in Citrus County, Florida (the "Property"), described as follows:

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

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

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2406 12/20/2021 5:03 PM 2 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

by, through or under said Grantor, but against none other; and that said land is free of all encumbrances, except for those matters shown on **Exhibit "B"**, attached hereto and made a part hereof by reference.

[Signatures commence on following page]

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2407 12/20/2021 5:03 PM 3 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lisa A. Avola
(signature)
Lisa A. Avola
(print name)

(signature)
Robert F. Avola
(print name)

GRANTOR:

GULF TO LAKES ASSOCIATES, LLLP, a Florida limited liability limited partnership

By: OLSEN FAMILY INVESTMENTS, LLC,
a Florida limited liability company,
its General Partner

By: _____(Seal)
Bruce A. Olsen, its Manager

STATE OF New Hampshire
COUNTY OF Belknap

The foregoing instrument was acknowledged before me this 9th day of December, 2021, by Bruce A. Olsen, as Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, by means of ☒ physical presence or ☐ online notarization who is personally known to me or who has produced identification in the form of _____.

WITNESS MY HAND AND SEAL, in Gilford, NH, this 9th day of December, 2021.

Lisa A. Avola
Lisa A. Avola
Print Name
Notary Public, State and County aforesaid

My commission expires: 8/26/2025
My commission number is: _____

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC NEW HAMPSHIRE

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

3911674-2 12081.013000

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2408 12/20/2021 5:03 PM 4 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

EXHIBIT "A"

Legal Description of the Property

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N00°30'09"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, 1335.77 FEET, TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 14 OF CINNAMON RIDGE UNIT FOUR PHASE ONE (NOW HEREINAFTER REFERRED TO AS PLAT), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 124 THROUGH 128, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA (SAID INTERSECTION LYING 2.37 FEET WEST OF (AS MEASURED ALONG SAID NORTH LINE) OF THE 5/8" IRON ROD WITH CAP STAMPED: LB 6478 MARKING THE NORTHEAST CORNER OF SAID LOT 14) AND TO THE **POINT OF BEGINNING**; THENCE S89°57'32"W (S89°45'02"W, PER PLAT) ALONG THE NORTH LINE OF SAID LOT 14 AND ALONG THE NORTH LINE OF LOTS 13 THROUGH 4, INCLUSIVE (IN DESCENDING ORDER), AND DRAINAGE RETENTION AREA 1, 1355.39 FEET, TO THE 5/8" IRON ROD WITH CAP STAMPED: PLS 4882 MARKING THE NORTHWEST CORNER OF SAID DRAINAGE RETENTION AREA 1 AND A CORNER OF LOT 54, BLOCK A, OF CINNAMON RIDGE UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 65, OF SAID PUBLIC RECORDS (NOW HEREINAFTER REFERRED TO AS PLAT); THENCE N00°26'19"W (N00°53'29"W, PER PLAT), ALONG THE EAST LINE OF SAID LOT 54 AND ALONG THE EAST LINE OF LOTS 52 AND 51 OF SAID BLOCK A, 333.18 FEET (332.78 FEET, PER PLAT), TO THE 5/8" IRON ROD WITH CAP STAMPED: LB 7951 MARKING THE NORTHEAST CORNER OF SAID LOT 51 AND THE NORTHEAST CORNER OF SAID CINNAMON RIDGE UNIT 2; THENCE N89°58'11"W (S89°42'23"W, PER PLAT), ALONG THE NORTH LINE OF SAID CINNAMON RIDGE UNIT 2, 1.43 FEET, TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, N00°38'32"W, ALONG SAID WEST LINE, 992.62 FEET, TO THE 5/8" IRON ROD WITH ILLEGIBLE CAP MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE S89°55'47"E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, 1358.90 FEET, TO THE CONCRETE MONUMENT WITH DISK STAMPED PRM LB 6443 MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE S00°30'09"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, 1323.14 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 41.26 ACRES, MORE OR LESS

TOGETHER WITH beneficial easement rights set forth in Grant of Easement recorded in Official Records Book 560, Page 709, of the Public Records of Citrus County, Florida.

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2409 12/20/2021 5:03 PM 5 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2. All matters that would be disclosed upon an accurate and current survey of the Property.

3. Grant of Easement recorded in Official Records Book 560, page 709, of the Public Records of Citrus County, Florida.

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2416 12/20/2021 5:04 PM 1 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

This Instrument Prepared by:

Alison S. Woodrow, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

After Recording Return to:

Old Republic National Title Insurance Company
c/o Duane Morris, LLP
201 South Biscayne Blvd., Suite 3400
Miami, Florida 33131-4325

Tax parcel identification no.: A portion of 17E19S011000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY executed as of the 15 day of DECEMBER, 2021, by **GULF TO LAKES ASSOCIATES, LTD.**, a Florida limited partnership, now known as Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, whose post office address is 3991 W. Gulf to Lakes Highway, Lecanto, Florida 34461 ("Grantor"), to **CRYSTAL RIDGE PROPERTY GROUP, LLC,** a Florida limited liability company, whose address is 103 Commerce Street, Suite 140, Lake Mary, Florida 32746 ("Grantee"):

[Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations whenever the context so admits or requires.]

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land situated in Citrus County, Florida (the "Property"), described as follows:

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

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

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming

RECEIVED
JAN 24 2022
CPA/AA/PUD 2

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2417 12/20/2021 5:04 PM 2 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

by, through or under said Grantor, but against none other; and that said land is free of all encumbrances, except for those matters shown on **Exhibit "B"**, attached hereto and made a part hereof by reference.

[Signatures commence on following page]

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2418 12/20/2021 5:04 PM 3 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lisa A. Avola
(signature)
Lisa A. Avola
(print name)

Robert F. Avola
(signature)
Robert F. Avola
(print name)

GRANTOR:

GULF TO LAKES ASSOCIATES, LLLP, a Florida limited liability limited partnership

By: OLSEN FAMILY INVESTMENTS, LLC,
a Florida limited liability company,
its General Partner

By: _____(Seal)
Bruce A. Olsen, its Manager

STATE OF New Hampshire
COUNTY OF Belknap

The foregoing instrument was acknowledged before me this 9th day of December, 2021, by Bruce A. Olsen, as Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, by means of ☒ physical presence or ☐ online notarization who is personally known to me or who has produced identification in the form of _____.

WITNESS MY HAND AND SEAL, in Gilford, NH, this 9th day of December, 2021.

Lisa A. Avola
Lisa A. Avola
Print Name
Notary Public, State and County aforesaid

My commission expires: 8/26/2025
My commission number is: _____

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

3911677-2 12081.012000

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2419 12/20/2021 5:04 PM 4 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

EXHIBIT "A"

Legal Description of the Property

PARCEL "B" AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 46 SECONDS EAST, 1161.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 26 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; AN ARC LENGTH OF 940.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 12 SECONDS WEST, 912.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 49 SECONDS WEST, 347.57 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET; AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 782.37 FEET; (6) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET; AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02 SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 276.18 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST*, 243.64 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 01 SECONDS EAST, 1059.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 573.32 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, ALONG SAID EAST LINE, 931.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA."

LESS AND EXCEPT:

THE LANDS DESCRIBED IN EXHIBIT "A" OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2420 12/20/2021 5:04 PM 5 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

"COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 46, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 46, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 46, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A, OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE POINT OF BEGINNING. THENCE NORTH 89 DEGREES 37' 39" EAST 116.39 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TOT HE(*) NORTHEAST CORNER OF SAID LOT 47, BLOCK A, THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 29" WEST 23.61 FEET, THENCE SOUTH 89 DEGREES 19'42" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 34' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 25.76 FEET TO THE POINT OF BEGINNING."

(*) = APPARENT SCRIVENER'S ERROR: "TOT HE" SHOULD READ "TO THE"

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3911677-2 12081.012000

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2421 12/20/2021 5:04 PM 6 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2. All matters that would be disclosed upon an accurate and current survey of the Property.

3. Matters shown on the Boundary Survey Map recorded September 19, 2008, in Official Records Book 2243, page 17, of the Public Records of Citrus County, Florida.

4. Grant of Non-Exclusive, Perpetual Water and Sewer Easement by and between Crystal River Park Investors, LLC and Elite Resorts at Crystal River Condominium Association, Inc., and Gulf to Lakes Associates, Ltd., recorded January 17, 2008, in Official Records Book 2188, page 286 of the Public Records of Citrus County, Florida.

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Prepared by and Return to:
Fidelity Title Services, LLC
TRACY KJOS
217 N. Apopka Ave.
Inverness, Florida 34450
Our File Number: 21-070934
Consideration $2675000

For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Citrus)

SPECIAL WARRANTY DEED
(Corporate Seller)

THIS INDENTURE, made this December 14, 2021, between Lemuel and Naomi Cunningham Family, L.L.C., a Florida Limited Liability Company, whose mailing address is: 332 N. McGowan Ave., Crystal River, Florida 34429, party of the first part, and Crystal Ridge Property Group, LLC, a Florida Limited Liability Company, whose mailing address is: 103 Commerce Street Suite 140, Lake Mary, Florida 32746, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

Parcel 1
The West 1/2 of the SW 1/4 of Section 31, Township 18 South, Range 18 East. Less and Except the South 80 feet of the East 1/2 of the West 1/2 of the SW 1/4 and the South 80 feet of the West 1/2 of the West 1/2 of the SW 1/4 all lying and being in Section 31, Township 18 South, Range 18 East, Public Records of Citrus County, Florida.

Parcel 2
The NW 1/4 of the NW 1/4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida; AND The East 1/2 of the NW 1/4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

18E19S0641000 / 18E18S3133000

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

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IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on December 14 2021.

Signed, sealed and delivered
in the presence of:

Witness #1 signature _____

Print witness name Tracy Kjos

Witness #2 signature _____

Print witness name Ashley Newman

Lemuel and Naomi Cunningham Family, L.L.C., a
Florida Limited Liability Company

By: _____
Roy F. Cunningham
Title: Managing Member

By: _____
Amy R. Cunningham
Title: Managing Member

(Corporate Seal)

State of Florida
County of Citrus

Sworn to (or affirmed) and subscribed before me by means of (✓) physical presence or (___) online notarization, this 14 day of December, 2021 by Roy F. Cunningham and Amy R. Cunninham, Managing Members of Lemuel and Naomi Cunningham Family, L.L.C., a Florida Limited Liability Company who is personally known to me or who has produced DL as identification.

_____
Notary Public

_____
Print Notary Name

My Commission Expires:_____

AFFIX NOTARY SEAL :

TRACY KJOS
MY COMMISSION # GG 359052
EXPIRES: October 22, 2023
Bonded Thru Notary Public Underwriters

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LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

TELEPHONE: (352) 726-6767
FAX: (352) 726-8283
caslaw@tampabay.rr.com

MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FLORIDA 34451

MEMORANDUM

TO: Joanna Coutu
Land Development Division

FROM: Clark A. Stillwell, Esquire
LAW OFFICE of CLARK A. STILLWELL, LLC

DATE: February 9, 2022

RE: Crystal Ridge – Open Space

Joanna:

The attached photo showing large, dry DRA in a newly constructed subdivision. The photo shows how such provide "open space" in a residential project. Similar DRA's have been used for passive recreation; kids soccer fields, dog walks etc. by residents of a project.

CAS/cv
Enclosure

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https://www.chronicleonline.com/news/local/citrus-home-market-remains-brisk/article_3a9e98c0-9cef-54af-95c3-3a9efe57bfbc.html

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Citrus home market remains brisk

By Michael D. Bates Chronicle Reporter
Feb 7, 2022



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Owner is now - Crystal Ridge Property Group, LLC

PM2-21-164

DEPARTMENT OF GROWTH MANAGEMENT
2022 LARGE SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION

APPLICATION NUMBER: CPA/AA/PUD-22-01
Chuck Pigeon for Gulf to Lakes Associates, LLLP

DATE: December 16, 2021

PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division
Joe Hochadel, Principal Planner, Land Development Division

Request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to establish a Planned Unit Development.

FUTURE LAND USE MAP REQUEST:	From: REC, Recreational District To: MDR, Medium Density Residential District
LAND DEVELOPMENT CODE ATLAS REQUEST:	From: REC, Recreational District; MDRMH, Medium Density Residential District with mobile homes allowed; and LDRMH, Low Density Residential District with mobile homes allowed To: MDR and LDR, with a Planned Unit Development for single-family residential uses
LOCATION:	Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790); and Section 6, Township 19 South, Range 18 East, Parcels 10000, 31000 and 41000 (Alternate Key 3430790, 1504422, 1504465); and Section 31, Township 18 South, Range 18 East, Parcel 33000 (Alternate Key 1494940) in the Lecanto area. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 354 acres (total PUD); land use change 108 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – RMU, Residential Mixed Use District; and LDR; Low Density Residential District East – RMU District West – LDR District; RVP District; PSI, Public/Semi-Public/institutional District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – PDR, Planned Residential Development District; LDR, Low Density Residential District East – PDR District West – LDR District; RVP District; PSI, Public/Semi-Public/Institutional District

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PDC Hearing – January 20, 2022

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SURROUNDING EXISTING LAND USES:	North – Vacant and improved single-family residential lots; Rockcrusher Canyon RV Park South – Vacant and improved residential lots (Cinnamon Ridge area) East – Vacant and improved residential lots (Crystal Oaks area) West – Vacant and improved residential lots; S. Rock Crusher Road

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Udorthents, 0 to 5 percent slopes; Pits; and Tavares-Adamsville. Those areas outside of the Pits and Pit-adjacent areas (Udorthents) have only slight limitations to building development. The subject property is located primarily in Flood Zone X, with some A and AE flood zone areas, as found on the Flood Insurance Rate Map 12017C0306E. access drives and significant parking facilities

BACKGROUND – The majority of the site is currently vacant and wooded, although there are some nonresidential buildings associated with the previous use for Rockcrusher Canyon. The site wraps around the existing Rockcrusher Canyon RV park and extends from the Cinnamon Ridge residential area across W. Crystal Oaks Drive north to abut a portion of the Crystal Oaks residential area.

The applicant has proposed 957 single-family residential homesites, to be constructed in 4 phases of development. While much of the site already contains a residential designation, the REC designation on the Rockcrusher Canyon attraction area would be removed and revised to also allow residential development of the area. The applicant has designed the proposed Master Plan to utilize the existing mining pit areas for community facilities and recreation, as further outlined below.

SUMMARY OF AGENCY COMMENTS: This application is a large-scale CPA, and therefore would be transmitted to State agencies for comment.

SUMMARY OF PUBLIC COMMENTS: Public comments received as of this writing are included in the packet of information for this application.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The site would be served by County sewer, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
b) Potable Water – The site would be served by County water service, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
c) Solid Waste – The property will utilize solid waste collection with disposal in the Citrus County landfill, and a letter has been provided indicating available capacity.
d) Drainage – The applicant has provided a statement confirming that stormwater standards for Citrus County and the Southwest Florida Water Management District (SWFWMD) will be met.

Consistency with Comprehensive Plan – The applicant has indicated multiple Policies are in support of their application, including the following:

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Policy 17.2.5 *New development locating in the PSA shall be allowed only when central water and sewer are provided. For new residential land uses, this shall apply to developments of four units or greater per acre. Existing development must connect to central water and sewer systems when the services become available. Within the Planned Service Area, all new subdivision plats of 500 or more dwellings shall be required to connect to regional central water and regional central sewer.*

Staff comment – The site lies within the Planned Service Area and would connect to regional water and regional sewer with Citrus County Utilities.

Policy 17.2.7 *The County shall guide future development to the most appropriate areas, as depicted on the GFLUM, specifically those with minimal environmental limitations and the availability of necessary services.*

Staff comment - The site appears to have minimum environmental limitations, with the exception of the existing pit areas that are proposed for use as community and recreational components. A submitted biological survey confirms the presence of protected gopher tortoises on the site which will need to be addressed at the time of platting. There do not appear to be any wetlands present, with the exception of the pond in the existing mining pit area. Regional water and sewer connections are proposed.

Policy 17.3.4 *Residential density allowances will be based on community design criteria and urban service availability. Medium and high density residential developments shall meet County established standards for public facilities, access, and suitability/capability. Central water and sewer facilities will be required for all development of four units per acre or greater…*

Staff comment – The development proposes a density of approximately 2.7 units per acre for the PUD, along with connection to central water and sewer services.

Policy 17.5.5 *All major modifications to existing Planned Developments shall be approved by the BCC through the Atlas Amendment process. This requirement shall also apply to Planned Developments approved by the Planning and Development Review Board (PDRB) or its predecessor in function.*

Staff comment – The application proposes a new Planned Unit Development (PUD), which is addressed appropriately through this application which will be considered by both the PDC and the BCC.

Other policies that may be applicable include the following:

Policy 17.15.12 *All residential and all commercial development shall provide sidewalks and/or bikeways for convenient access to individual dwelling units, churches, schools, parks, activity centers and other facilities. Local streets serving less than 40*

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residential units may construct sidewalks along one side of the roadway; all other streets and roadways shall have sidewalks along both sides. Sidewalks shall be at least five feet wide if located along one side of a street and shall be at least four feet wide if located along both sides of a roadway.

Staff comment - A 7-foot pedestrian sidewalk is proposed along one side of the collector roadway in Phases 2, 3 and 4 ~~(but not in Phase 1)~~ include phase 1. While many of the proposed lots that front on this collector also have access to internal/local roadways, there are a number that do not have this availability. Pedestrian access should be considered along both sides of the collector roadway throughout the site, as well as to access the community facility area. Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead.

Impacts on Affordable Housing – The residential units proposed are not expected to meet minimum affordable housing criteria.

Compatibility with Adjacent Land Uses – The site proposes residential land uses adjacent to other residential uses and an existing RV park. The site proposes density at approximately 2.7 units/acre, whereas the adjacent Cinnamon Ridge subdivision is about 4 dwelling units/acre and Crystal Oaks utilizes approximately 4.5 units/acre. The existing LDR and MDR density, currently allocated throughout most of the site, could allow up to 6 and 8 units/acre with a PUD (2 and 4 units/acre without a PUD).

Environmental – The site is heavily wooded with some significant slopes/pits that are not proposed for residential use. The applicant has provided a biological survey which confirms the presence of gopher tortoises. A tree preservation plan that includes an analysis of any specimen trees that may be located on the site will be required at time of improvement plans during the platting process.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 108 acres from REC to MDR on the Future Land Use Map and from REC, MDRMH and LDRMH to LDR and MDR with a Planned Unit Development (PUD) for single-family uses on the Land Development Code Atlas Map.
2. The proposed land use is consistent with the Comprehensive Plan, including the policies discussed above.
3. The site is located within the PSA and will be served by central water and sewer services.
4. The PUD provides the benefit of a Master Plan of Development that serves to mitigate against potential conflicts with existing adjacent land uses.

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC):

***Access Management/Transportation*:** The PUD has proposed four access points – two on S. Rockcrusher Road and two on W. Crystal Oaks Drive. Both of these roadways are County-maintained Major Collectors.

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Within the site, the Master Plan indicates privately-maintained roadways. Several deviations have been requested (with corresponding Engineering Division comments) below:

- Modification from the distance for the intersection of Crystal Ridge Blvd. (the proposed collector roadway) and W. Crystal Oaks Drive from the intersection with S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant notes the following:

  By code, the distance required is 1,320' and the actual distance as proposed is 1900'. This is a function of where the property is located and also takes into account sight distance issues from an engineering perspective. Since W. Crystal ~~Glen~~ Drive is considered a ~~Minor~~ Collector, the connection of Crystal Ridge Blvd. and W. Crystal Oaks Drive is considered a full median opening since Crystal Ridge Blvd. is proposed to continue through to the southern part of the development (even though there is no median within the right-of-way). The option of not lining up the boulevard across W. Crystal Oaks Drive was discussed with staff and was not the preferred option for the County.

Oaks

Major

minor

Engineering comment: W. Crystal Oaks Dr. and N. Rock Crusher Rd. are major collector roadways with posted speed limits of 35 mph and 45 mph, respectively. In accordance with Table 7-1, the intersection median opening spacing for a major collector roadway would be a minimum of 1,320 ft for a full median opening and a minimum of 660 ft for a directional median opening. For a ~~major~~ collector roadway, the intersection median opening spacing would be a minimum of 660 ft for a full median opening and a minimum of 330 ft for a directional median opening. The distances referenced above are for a restrictive median that would need to be installed by the developer to meet standards.

- Intersection # 1 with W. Crystal Oaks Dr. - The applicant is proposing a full median opening along W. Crystal Oaks Dr. at proposed intersection # 1 with a spacing of 1,900 feet where the minimum distance required is 1,320 feet. The Engineering Division has no objection to this request. ~~(It is noted that in request # 2 (page 33) the applicant incorrectly identifies W. Crystal Oaks Dr. as a minor collector, when it is a major collector roadway.)~~
- Intersection # 2 and # 3 with Rock Crusher Rd. – The application does not appear to provide the proposed intersection spacing along S. Rock Crusher Rd. for the two proposed intersections # 2 and #3. Since the proposed intersection spacing along S. Rock Crusher Rd. has not been provided, the Engineering Division is unable to determine if the proposal meets the requirements of the LDC.
- Intersections along minor collector roadway north of W. Crystal Oaks Dr. – The local roadway intersections within the development would need to meet spacing of 660-ft for a full median opening along the minor collector roadway. ~~The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.~~
- Intersections along collector roadway south of W. Crystal Oaks Dr. - The same comments apply to the main collector roadway (minor or major) south of W. Crystal Oaks Dr. The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.

Full 4 way cross roadway intersections do meet code 660' spacing.

Master Plan revised and will meet code at 660' spacing for full median opening (4 way cross intersection)

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- Engineering has no objection to the deviation for intersection spacing of Crystal Ridge Blvd. at W. Crystal Oaks Dr. from the intersection with S. Rock Crusher Rd.

➢ *Modification on the location of the roundabout near the entrance of the development from S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant states the following:*

[The distance is about] 540' from S. Rock Crusher Road, where LDC requires 660'. The roundabout function designed to operate as a non-stop (but yield) condition facility can be considered as a through street and not subject to vehicle backup or intersection turn sequencing conditions.

alternative cul-de-sac design provided in supplemental info and deviation is requested.

- Engineering Division has no objection as this request is within the 20 percent reduction allowed by the LDC.

➢ Alternative designs for cul-de-sacs are proposed from the provisions of LDC Section 7730, Standard Cul-de-sac. The applicant states this is "to accommodate better lot layout".

Engineering comment - As the applicant has not provided details as to the cul-de-sac deviation being requested nor has an alternative design been proposed, the Engineering Division cannot determine if the deviation is warranted.

Engineering comment - Proposed right of way width: The proposed right of way (ROW) width for roadways within developments would be determined based on the number of transportation trips projected to utilize each roadway. Section 7700 of the LDC contains roadway typical sections from a 50-ft wide local road to a 100-ft wide major collector road. The selection of the appropriate typical section is based on the projection of Average Daily Trips (ADT) for a proposed development. The table below summarizes the ROW widths as related to projected average daily traffic.

Right of Way Width	Average Daily Trip (ADT)	Pavement Width	Classification
60-ft or 50-ft w/ curb-n-gutter	0 to 499 ADT	10-ft wide lanes	Local
60-ft or 50-ft w/ curb-n-gutter	500 to 1,499 ADT	11-ft wide lanes	Local
80-ft	1,500 to 3,000 ADT	12-ft wide lanes	Minor Collector
100-ft	Over 3,000 ADT	12-ft wide lanes	Major Collector

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The application proposes the use of two typical sections, a 50-ft wide ROW w/ curb-n-gutter and 10-ft wide travel lanes for neighborhood roadways and an 80-ft wide ROW w/ curb-n-gutter and 12-ft wide travel lanes for the main collector roadway. The applicant has provided traffic projections in the submittal that were reviewed against the typical section requirements listed above. Phase 1 is projected to generate 2,188 daily trips and the use of an 80-ft wide ROW would appear to be appropriate. Phases 2A, 2B, 3, and 4 would generate a total of 6,913 daily trips. If you assume that the trips are split 50/50 to the north and south, then about 3,400 trips utilize the main collector roadway. There are some trips that could exit to S. Rock Crusher Rd. from intersection #2 that would further reduce the projected transportation trips using the main collector roadway. The applicant would need to provide further justification to demonstrate that the main

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collector roadway qualifies as a minor collector roadway with an 80-ft wide ROW. The determination of proposed pavement width for the neighborhood (local) roadways could be reviewed and determined at time of platting.

Comment understood. 100' R/W typical being added to project. See supplemental information.

Engineering comment - Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.

This analysis and study is to be done at the time of design and improvement plan review/platting

Engineering comment - Traffic signal warrants: A signal warrant for intersections # 1 and # 3 need to be provided for review. In addition, the signal phase timing for the existing signal at Rock Crusher Rd. and Crystal W. Crystal Oaks Dr./W. Venable St. will need to be analyzed.

Engineering comment - Appendix D – Traffic Operations Study: The study discusses "project access points/driveways" as opposed to roadways. The turn lane analysis in the study references the "FDOT Driveway Information Guide, 2008 to make determinations and recommendations. Engineering Division would consider the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (AKA the Florida Greenbook) as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection # 2.

Impervious Surface/Stormwater: The Master Plan proposes a maximum impervious surface ratio of 65%, calculated project-wide instead of per lot. The LDC outlines maximum impervious surface as follows:

Zoning District	Maximum Impervious Surface
LDR	35%
MDR	50%
REC	25%
RVP	40%
Cinnamon Ridge (adjacent)	35%
Crystal Oaks (adjacent)	50%
Proposed	65% (project-wide)

Traffic operations study and lane turn analysis will be conducted at the time of design and improvement plan / platting

As demonstrated in the above table, the request is a significant increase from existing conditions. That said, the request along with the Master Plan is not inconsistent with similar single-family residential PUDs in the County. However, if this trend continues, it could have a negative effect on aquifer recharge for the County. The applicant will need to provide confirmation at the time of platting that stormwater has been designed to accommodate a project-wide impervious surface.

Landscaping/Buffers: Buffers and landscaping standards were not addressed specifically in the PUD submittal and would appear to default to LDC standards. A 5' sodded strip is required between residential uses as proposed and adjacent residential uses (as well as the RV park). The application notes that the RV park has an existing 50' buffer in it that would also serve to separate the uses.

Residential Density/Setbacks: The PUD proposes a total of 957 units, broken down into 4 phases (with a sub-phase in Phase 2). See below:

Refer to supplemental information with regard to landscape standards and Buffers.

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Phase	Number of Lots	Density Proposed	Density Max w/o PUD (existing)	Density Max with PUD	Timing
1	232	2.89 du/ac	4.0 du/ac	8.0 du/ac	5 years
2A	315	3.15 du/ac	2.0 du/ac	6.0 du/ac	10 years
2B	181	2.72 du/ac	2.0 du/ac	6.0 du/ac	20 years
3	161	2.81 du/ac	n/a	n/a	10 years
4	68	1.35 du/ac	n/a	n/a	15 years
TOTAL	957	2.7 du/ac			

The existing REC designation does not have a residential density standard as residential subdivisions are not an expected use in this district. Overall, the density proposed in the existing LDR and MDR areas is 2.95 du/ac, while 6 or 8 du/acre could be allowable with a PUD.

The adjacent Cinnamon Ridge site utilizes a density of approximately 4.0 du/acre while the adjacent Crystal Oaks subdivision has a density of approximately 4.5 du/acre. As such, the proposed density appears to be compatible with the surrounding residential subdivisions.

To accommodate these additional units, the applicant has proposed 50-foot wide lots, with reduced front setbacks of 20 feet. Side and rear setbacks are proposed at 5', with a minimum 10' building separation. These setbacks as proposed are similar with those of other residential PUDs in the County that provide central water and central sewer. However, it should be clarified that corner lots with the second front on the Major Collector roadway should not be subject to reduced second front setbacks.

Pedestrian Circulation/Sidewalks: The Comprehensive Plan notes that roadways serving more than 40 units should have sidewalks along both sides of the roadway. The applicant's narrative addresses this as follows:

> Only a small number of lots rely on driveway access and frontage onto the minor collector roadway for access as a majority of the community only have access onto the secondary neighborhood residential streets. {Reference page 51 of 246 – IV. Infrastructure, Roadways and Pedestrian Facilities].

A Shared Path (pedestrian sidewalk) is proposed in Phase 1 (refer to updated master Plan.

The Master Plan indicates approximately 43 lots in Phase 1 that only have access onto this collector roadway (no pedestrian facility is outlined in this phase on either side of the roadway), with approximately 37 lots in Phase 2A/2B and 9 lots in Phase 4 having this sole access. As such, a pedestrian walkway on both sides of the collector roadway would be warranted, as well as access to the amenity area(s). Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead.

Recreation/Open Space: The PUD proposes to utilize the existing Rockcrusher Canyon area, including an existing lake, for recreation use. The Master Plan proposes a community facility within this area, although specific details have not been provided.

Comprehensive Plan Policy 17.15.11 requires all new residential subdivisions to provide at least 20 percent of the project as open space. Open space is further defined in this policy to note that it cannot include constructed drainage facilities, active recreation areas or similar uses. The Master Plan notes that approximately 9% of the site is "community facilities, recreation and open space".

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Additional open space is illustrated on the updated Master Plan. Please refer to the supplemental information for the proposed open space amount.

It is not clear how much of this area would meet the Comprehensive Plan definition for open space, and the Master Plan will need to be revised to provide additional open space area as required in this policy.

Other Considerations: The applicant has requested flexibility to allow for up to 3% of a revision within the proposed lot count in each phase without the requirement for Minor Modification approval. While staff has no concern with this proposal, it is suggested that the phasing counts may be modified as needed provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines are met.

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), of the LDC. The PDC may recommend, and the BCC may approve, modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *Residential uses are proposed that are generally consistent with the LDC and Comprehensive Plan as outlined in this report.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The application proposes single-family residential uses adjacent to existing single-family residential uses and an RV park. The lots as proposed are smaller in width than some in the surrounding area although overall density is reduced.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *The master plan does not include any specific proposals for accessory uses. Any accessory uses that are proposed in the future would be subject to standards as outlined in the LDC.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *The applicant has been advised that any future uses may require an amendment to this PUD.*

E. **The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan.** *The land area proposed for the use meets the standards outlined within the Comprehensive Plan, as long as open space standards can be met.*

Open Space is a policy and not a Land Development Code Standard.

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F. **Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.**

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

The PUD would be required to meet these standards.

G. **There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use.** *The land area proposed for the uses meet the standards outlined within the Comprehensive Plan, provided that open space standards can be met, and additional pedestrian access is considered.*

H. **The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action.** *Setbacks and density are outlined in the Master Plan, and they are consistent with other residential PUDs in the County.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan and accompanying narrative which were reviewed for this report.* Master Plan has been updated to supersede prior submittal. Supplemental info provided.

J. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The applicant has requested a deviation from this requirement, as outlined in this report.*

SUMMARY OF FINDINGS

It has been determined that the reviewing body (PDC), may recommend approval of the proposed Comprehensive Plan Amendment/Atlas Amendment with a Planned Unit Development. The application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided that conditions suggested by staff are adhered to.

If this application is recommended for approval, the following conditions are suggested:

1. The development approval is limited to 957 dwelling units as well as community facilities and recreation area as generally outlined on the Master Plan and accompanying narrative date-stamped received October 25, 2021 by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

Updated Master Plan to supersede October 25, 2021 plan submittal.

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2. The minimum dimensional requirements of this single-family development shall be as follows:

Minimum Lot Area	5,000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage	65% (Plat wide, demonstrated at platting)
(including Accessory Structures)	
Minimum Yard Requirements:	
A. Front	20 Feet
Side Front (corner lot)	10 Feet (does not include lots with second front on Major Collector roadway)
B. Sides	5 Feet
C. Rear	5 Feet
D. Building Separation	10 Feet

3. The residential lots must meet all LDC platting requirements prior to development.

4. The community facilities and recreational areas must meet non-residential design criteria in accordance with LDC requirements at time of permitting. 14% Open Space

5. At the time of platting, the applicant must demonstrate provision for active recreation, and open space shall be increased to 20% of the total residential area to be developed. Open space cannot include constructed drainage facilities, active recreation areas or similar uses as outlined in Comprehensive Plan Policy 17.15.11.

6. Buffers, landscaping, and tree preservation in accordance with LDC standards must be addressed at time of improvement plans during the platting process.

7. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping™* and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

8. The project must meet LDC and State standards for central water and central sewer.

9. At time of development, the applicant will need to provide trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC.

10. A sidewalk, constructed according to the LDC standards, shall be located along ~~both sides~~ one side of the main collector road for all phases, as well as bicycle access to the amenity area. and include

11. The following conditions regarding Engineering LDC standards are noted, unless otherwise authorized by the County Engineer. Those items not addressed below will need to be provided prior to placement of this application on the agenda of the BOCC:

A Shared Min. 8 foot wide multi-use sidewalk is proposed along one side of all collector roadways or as an option 5 ft. wide on both sides.

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- Intersection # 1 with W. Crystal Oaks Dr. - The applicant is proposing a full median opening along W. Crystal Oaks Dr. at proposed intersection # 1 with a spacing of 1,900 feet where the minimum distance required is 1,320 feet.
- Intersection # 2 and # 3 with Rock Crusher Rd. – The application does not appear to provide the proposed intersection spacing along S. Rock Crusher Rd. for the two proposed intersections # 2 and #3. Spacing is approximately 1320 ft. and complies with code
- Intersections along minor collector roadway north of W. Crystal Oaks Dr. – The local roadway intersections within the development would need to meet spacing of 660-ft for a full median opening along the minor collector roadway.
- Intersections along collector roadway south of W. Crystal Oaks Dr. – These intersections need to meet spacing requirements and must be revised.
- Engineering has no objection to the deviation for intersection spacing of Crystal Ridge Blvd. at W. Crystal Oaks Dr. from the intersection with S. Rock Crusher Rd.
- Engineering has no objection to the modification on the location of the roundabout near the entrance of the development from S. Rock Crusher Rd. per LDC Section 7140, Table 7-1. See supplemental information.
- Alternative designs for cul-de-sacs are proposed from the provisions of LDC Section 7730, Standard Cul-de-sac. Specific information has not been provided for review.
- The applicant would need to provide further justification to demonstrate that the main collector roadway qualifies as a minor collector roadway with an 80-ft wide ROW. The determination of proposed pavement width for the neighborhood (local) roadways could be reviewed and determined at time of platting.
- Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.
- Traffic signal warrants: A signal warrant for intersections # 1 and # 3 need to be provided for review. In addition, the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St. will need to be analyzed.
- Appendix D – Traffic Operations Study: The study discusses "project access points/driveways" as opposed to roadways. The turn lane analysis in the study references the "FDOT Driveway Information Guide, 2008 to make determinations and recommendations. Engineering Division would consider the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (AKA the Florida Greenbook) as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection # 2.

Master Plan updated and revised.

12. Phasing of the project is as follows (dates reflect years from the date of final approval of this application):

Development Phase	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years

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The phasing lot counts may be individually modified as needed by the applicant provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines and total lot number standards are met.

13. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

14. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

JLC/JH/cb

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COMPREHENSIVE PLAN AND LAND DEVELOPMENT

CODE AMENDMENT APPLICATION

For

CRYSTAL RIDGE

CITRUS COUNTY, FLORIDA

A

DIX DEVELOPMENTS, LLC COMMUNITY

RECEIVED
OCT 25 2021
CPA/AA/PUD-22-01
Land Development Division

DATE: October 20, 2021

Prepared By:

Pigeon – Ardurra, LLC
CIVIL ENGINEERS – PLANNERS
SURVEYORS & MAPPERS

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph 352-861-7799

Project No. 501.05

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

October 20, 2021

Ms. Joanna Coutu, AICP
Department of Growth Management
Citrus County Land Development
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Email: joanna.coutu@citrusbocc.com

P-A Project No. 501.05
Ardurra #2021-0711-00

Project:	**Crystal Ridge Development**
Sec/Twp/Rge:	**S31 / T18S / R18E, S06 / T19S / R18E, S01 / T19S / R17E**
Parcel ID / Alt Key:	**18E18S31 33000 / 1494940, 18E19S06 41000 / 1504465, 18E19S06 31000 / 1504422, 17E19S01 10000 / 3430790**
RE:	**Land Development Code Amendment Application & Atlas Amendment**

Dear Ms. Coutu:

Enclosed is an application for the approval of a PUD, Planned Unit Development for a proposed residential community on the lands indicated above. Three of the parcels currently have a Future Land Use of Medium Density Residential (MDR), and Low Density Residential (LDR) and will only require a PUD Overlay on the existing land use in order to proceed with the development of the property. The remaining parcel currently has a Future Land Use of Recreation (REC) and will require a Land Use Designation and Atlas Amendment to change the Future Land Use to Medium Density Residential (MDR) with a PUD Overlay. The property contains 354 acres +/- and is surrounded by existing residential developments.

Included with this submittal in support of this application is a package of documents and information with various figures and exhibits including a narrative addressing the application requirements of the LDC.

Should you have any questions, please do not hesitate to contact me or Linda Pigeon at (352) 861-7799. We look forward to hearing back from the County following review of the submittal package.

Sincerely,
PIGEON - ARDURRA, LLC

Chuck A. Pigeon, P.E.
Project Manager

Ec: DIX Development

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

925 SE 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

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APPENDIX

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Exhibit 1

Letters of Authorization

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504422 & 3430790

Lot/Parcel_____ Block_____

Subdivision_____

I, Gulf to Lakes Associates, LLLP, owner of the above described property,
(Name of Owner)

authorize Chuck A. Pigeon of Pigeon-Ardurra, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF ~~FLORIDA~~ NEW HAMPSHIRE
COUNTY OF ~~CITRUS~~ BELKNAP

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bruce A. Olsen, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 9th day of September 2021

Lisa A. Avola
Printed Name

Lisa A. Avola
Notary Public - State of ~~Florida~~ New Hampshire

Seal

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

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Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504422 & 3430790

Lot/Parcel_____ Block_____

Subdivision_____

I, Gulf to Lakes Associates, LLLP, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of _____ to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF ~~FLORIDA~~ NEW HAMPSHIRE
COUNTY OF ~~CITRUS~~ BELKNAP

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bruce A. Olson, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 9th day of September, 2021

Lisa A Avola
Printed Name

Seal

Lisa A. Avola
Notary Public - State of ~~Florida~~ New Hampshire

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC NEW HAMPSHIRE

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Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel _____ Block _____

Subdivision _____

I, Roy Cunningham, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of Self to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Roy Cunningham, who is personally known to me or provided Personally Known as identification and who did not take an oath.

WITNESS my hand and official seal this 9th day of September, 2021

Paula M. Lee
Printed Name

Seal

Paula M Lee
Notary Public - State of Florida

PAULA M. LEE
MY COMMISSION # GG 137402
EXPIRES: October 7, 2021
Bonded Thru Notary Public Underwriters

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel_____ Block_____

Subdivision_____

I, Roy Cunningham, owner of the above described property,
(Name of Owner)

authorize Chuck A. Pigeon of Pigeon-Ardurra, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Roy Cunningham, who is personally known to me or provided Personally Known as identification and who did not take an oath.

WITNESS my hand and official seal this 9th day of September, 2021

Paula M. Lee
Printed Name

Paula M. Lee
Notary Public - State of Florida

Seal

PAULA M. LEE
MY COMMISSION # GG 137402
EXPIRES: October 7, 2021
Bonded Thru Notary Public Underwriters

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit 2

Comprehensive Plan & Land Development Code Amendment Application

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070

Telephone (352) 527-5239 TTY Dial 711
Web Address: www.citrusbocc.com

CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION

Application No.: _____ Date: October 20, 2021

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Home No.: Cell No.: (352) 342-6319
Work No.: (352) 861-7799 Fax No.: (352) 861-7709
Email: CPigeon@ardurra.com

Property Owner
Name: Gulf to Lakes Associates, LLLP
Address: P.O. Box 2050
City: Lecanto
State: FL Zip: 34460-0250
Home No.: Cell No.:
Work No.: (352) 746-4000 Fax No.:
Email: jcappuccilli@wranglerholdings.com

Property Description: Section: 06 Township: 19 South Range: 18 East
Legal Description: See Appendix "A" for Legal Description & Sec 01 Twp 19S Rng 17E
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 3430790 Parcel ID: 17E19S01 10000
Acreage: 107.80 Acres

X New Planned Unit Development (PUD)
_____ Amendment to Previously Approved PUD/PD Previous Application No.: _____

Land Development Code Atlas Designation From: REC To: PUD
Generalized Future Land Use Map Designation From: REC To: PUD

Is this hearing being requested as a result of a Code Violation Notice? Yes _____ No X
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): To change the Land Use Designation from Recreation District (REC) to Medium Density Residential (MDR) with a PUD Overlay.

Directions to Property: Drive south on US 19 from intersection with W. Gulf to Lakes Hwy. about 2.4 miles, turn left (east) on W. Venable Drive go about 2.6 miles, turn right (south) on S. Rock Crusher Rd. go about 0.6 miles, Site on left (east)

The Applicant is: Owner of Tract X Agent for Property Owner
One-Owner Among Several Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting. I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property. I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.
I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: _____
Chuck Pigeon, Vice President
Pigeon-Ardurra, LLC

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Chuck Pigeon, who is personally known to me or provided N/A as identification and who did not take an oath. WITNESS my hand and official seal this 20 day of October 21

Renee I Howerton
Printed Name
Renee I Howerton
Notary Public - State of Florida

Seal

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

Date: _____
Time: _____
Initials: _____

For Staff Use Only
ATF: _____
QTR: _____
LUD: _____

GFLUM Des: _____
FZ: _____

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070
Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

INSTRUCTIONS FOR COMPLETING THE REQUIRED INFORMATION PAGES

The following are the descriptions for the respectively numbered items from the pages titled "Required Information for a Comprehensive Plan Amendment."

1. The application form is provided as part of this packet. Complete all areas before submitting back to the County. The signature must be notarized and this can be done in the offices of the Department of Growth Management.

2. Legal descriptions are necessary to locate the property on the County's maps. This information is contained within property deeds and surveys. Either can be used to satisfy other information requirements to follow.

3. Proof of ownership is necessary to insure that the correct property is being changed and that the person requesting the change is authorized to submit the application. This can be a deed, copy of tax bill, or other document that legally identifies the owner of the property.

4. A survey will provide an accurate legal description to locate the property on the maps, plus, it provides the dimensions to calculate and confirm the total acreage under application. Wetlands and other special features are affected by specific Federal, State, and local regulations and are therefore needed on the survey to insure that all of these regulations are met.

5. Text amendments are generally proposed due to changes in other laws or individual circumstances that result in a possible conflict with the existing text of the Comprehensive Plan. New draft language must be provided.

6. The comprehensive plan and state regulations require that changes to the County's map(s) must be reviewed to determine what method will be used to provide the services (i.e., water, sewer, roads, etc.) necessary to develop or use the property under application. Provide discussion for each of these facilities listed on how this property will be serviced. If these facilities exist and are proposed to be utilized by the property, discuss all impacts on the capacity of each facility type.

7. The County has guidelines that were set up to insure that there would be no negative impacts on affordable housing within the County. The impacts would include additions to, or the removal from, the total amount of dwelling units that are used for affordable housing. Check the appropriate space and describe the impacts in the space provided if 'YES' is checked.

8. The objectives and policies of the Comprehensive Plan provide the guidelines for growth and development within the County. All amendments must be compatible with these objectives and policies. Check the space that fits this application. In the spaces provided, fill in the number of the objective(s) and policy(ies) that apply to the proposed amendment. Then describe how this change will or will not affect each objective and policy that was listed.

9. There are times when certain changes and projects are required to satisfy special regulations and rules (i.e. landfills must satisfy special environmental rules.) In the space provided, describe any special rules that apply to the request and where possible, attach copies of that information.

NOTE: More detailed and technical descriptions of these guidelines can be found in Chapter 163, Florida Statutes, the Florida Administrative Codes and the Citrus County Comprehensive Plan.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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REQUIRED INFORMATION FOR A COMPREHENSIVE PLAN AMENDMENT

Applicants are encouraged to schedule a pre-application conference before submitting an application. Assistance and information on the following can be obtained at that time.

ALL applications for amendment to the Citrus County Comprehensive Plan are required to include the following information. Failure to do so will result in a delay of processing the application.

1. A completed Comprehensive Plan application form. (Included in this packet.)

2. If this application is for an amendment to the County's FLUM map(s), a complete legal description must be attached.

3. If this application is for an amendment to the County's map(s), proof of ownership shall be provided.

4. If this application is for an amendment to the County's map(s), a certified boundary survey must be submitted. The survey must show all areas that have been identified as wetlands by Southwest Florida Water Management District (SWFWMD), Department of Environmental Protection (DEP), or US Army Corp of Engineers.

5. If this application is for an amendment to the **text** of the County's Comprehensive Plan, the proposed new text must be submitted. Attach the proposed text on a separate page(s).

6. If this application is for an amendment to the County's maps(s), what is the proposed new land use designation for the property? (i.e. GNC, MDR, IND, etc.).

   Designation: Planned Unit Development (PUD)

7. A map shall be submitted that shows all of the following:
   a. The boundary of the property plus all surrounding streets and roads.
   b. The existing use of the property and the surround properties.
   c. The designation of the existing property and the surrounding properties as it appears on the Future Land Use Map (FLUM).
   d. The designation of the existing property and the surrounding properties as it appears on the Land Development Code Atlas.

8. Letters from public facilities to the property and how much of a demand on those facilities this proposed change would create shall be submitted. Provide letters from the following public facilities:

   Sanitary Sewer: to be provided by Citrus County Dept. of Water Resources - See Appendix F

   Potable Water: to be provided by Citrus County Dept. of Water Resources - See Appendix F

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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Drainage: The proposed master plan includes multiple drainage retention areas which will be designed to meet the requirements of Chapter 6, Stormwater Management of the LDC at time of permitting. - See Figure 4

Solid Waste: to be provided by Citrus County Solid Waste Division - See Appendix G

9. Are there any anticipated impacts on Affordable Housing in Citrus County? ____ Yes __X__ No
If YES, describe what the impacts are anticipated to be and how you plan to address them.

10. Is this amendment compatible with the objectives and policies of the Future Land Use Element and other elements that may be affected by this proposed change? ____X____ Yes _____ No

11. Briefly describe those objectives and policies that pertain to this application and how this proposal is compatible or is not compatible with them.

Objective: See Section II - Consistency with Citrus Future Land Use Element in Submittal Booklet provided.

Policy:

Policy:

Objective:

Policy:

Policy:

11. Any additional information that may apply to this application. See Supporting Documentation provided Submittal Booklet provided

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
ATLAS AMENDMENT APPLICATION

Application No.: _____ Date: October 20, 2021

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Home No.: _____ Cell No.: _____
Work No.: (352) 861-7799 Fax No.: (352) 861-7709
Email: CPigeon@ardurra.com

Property Owner
Name: Gulf to Lakes Associates, LLLP
Address: P.O. Box 2050
City: Lecanto
State: FL Zip: 34460-0250
Home No.: _____ Cell No.: _____
Work No.: (352) 746-4000 Fax No.: _____
Email: jcappuccilli@wranglerholdings.com

Property Description: Section: 06 Township: 19 South Range: 18 East
Legal Description: See Appendix "A" for Legal Description & Sec 01 Twp 19S Rng 17E
Subdivision: _____ Lot(s): _____ Block/Parcel: _____
Alternate Key #: 3430790 Parcel ID: 17E19S01 10000
Acreage: 107.80 Acres

X Amendment to the Land Development code Atlas From: Recreation (REC) To: Medium Density Res (MDR)
_____ Amendment to a Previously Approved Planned Development Previous Application No.: _____

Is this hearing being requested as a result of a Code Violation Notice? Yes _____ No X
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): To change the Land Use DEsignation from Recreation District (REC) to Medium Density Residential (MDR) with an Planned Unit Development Overlay

Directions to Property: Drive south on US 19 from intersection with W. Gulf to Lakes Hwy. about 2.4 miles, turn left (east) on W. Venable Drive go about 2.6 miles, turn right (south) on S. Rock Crusher Road, go about 0.6 miles, Site on left (east).

The Applicant is: _____ Owner of Tract X Agent for Property Owner
_____ One-Owner Among Several _____ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting.
I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property.
I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.
I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: _____
Chuck A. Pigeon

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Chuck Pigeon, who is personally known to me or provided N/A as identification and who did not take an oath.

WITNESS my hand and official seal this 20th day of October 21

Renee I Howerton
Printed Name
Renee I Howerton
Notary Public - State of Florida

Seal

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

For Staff Use Only
Date: _____ ATF: _____ GFLUM Des: _____
Time: _____ QTR: _____ FZ: _____
Initials: _____ LUD: _____

Revised July, 2017
Page 1 of 1

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

APPEAL NOTICE

I, the undersigned, understand that the actions of the Citrus County Planning and Development Commission and/or the Board of County Commissioners are subject to Quasi-judicial proceedings which provide for parties in opposition to intervene, cross-examine and/or provide expert witnesses in regard to your application (**ORD NO. 2017-A22 Quasi-Judicial Proceedings**). Further, the actions of the Planning Development Commission and/or the Board of County Commissioners is subject to appeal within 30 days of said action. Appeals of decisions of the Planning and Development Commission and/or the Board of County Commissioners quasi-judicial actions shall be as required by law.

Signature: _____
Chuck Pigeon, P.E.
Date: 10-18-2021

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit 3

Planned Unit Development Application

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: Date:

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Phone: (352) 861-7799
Email: CPigeon@ardurra.com

Property Owner
Name: Lemuel & Naomi Cunningham
Address: 332 N. McGowan Avenue
City: Crystal River
State: FL Zip: 34429
Phone: (352) 302-7024
Email: RoyBigHog@gmail.com

Property Description: Section: 31 Township: 18 South Range: 18 East
Legal Description: See Attached Legal Descriptions & Section 06 Township 19 South, Range 18 East
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 1494940 & 1504465 Parcel ID: 18E18S31 33000 & 18E19S06 41000
Acreage: 80.39 Acres & 125.04 Acres

X New Planned Unit Development
____ Amendment to a Previously Approved Planned Development Previous Application No.: ____

Is this hearing being requested as a result of a Code Violation Notice? Yes ____ No X
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): To Establish a PUD District Overlay on the existing MDR & LDR Zoning for the property to allow flexibility in the planning & desing of the Crystal Ridge Development.

Directions to Property: Drive south on US 19 (S. Suncoast Blvd.) from intersection with W. Gulf to Lake Hwy.about 2.4 miles, turn east (left) on W. Venable Street (turns into W. Crystal Oaks Drive) about 3.0 miles, property is on the left (north) and right (south) of W. Crystal Oaks Drive.

The Applicant is: ____ Owner of Tract X Agent for Property Owner
____ One-Owner Among Several ____ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting.
I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property.
I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.

I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature:

STATE OF FLORIDA
COUNTY OF CITRUS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Chuck Pigeon, who is personally known to me or provided ____ as identification and who did not take an oath.
WITNESS my hand and official seal this 20th day of October 2022.

Renee I Howerton
Signature
Renee I Howerton
Printed Name

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

For Staff Use Only
Date: ____ Time: ____ Initials: ____

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: Date:

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Phone: (352) 861-7799
Email: CPigeon@ardurra.com

Property Owner
Name: Gulf to Lakes Associates, LLLP
Address: P.O. Box 2050
City: Lecanto
State: FL Zip: 34460-0250
Phone: (352) 746-4000
Email: jcappuccilli@wranglerholdings.com

Property Description: Section: 06 Township: 19 South Range: 18 East
Legal Description: See Attached Legal Descriptions & Section 01 Township 19 South Range 17 East
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 1504422 & 3430790 Parcel ID: 18E19S06 31000 & 17E19S01 10000
Acreage: 41.26 Acres & 107.80 Acres

X New Planned Unit Development
___ Amendment to a Previously Approved Planned Development Previous Application No.: ___

Is this hearing being requested as a result of a Code Violation Notice? Yes ___ No X
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): To Establish a PUD District Overlay on the existing LDR Zoning for the property to allow flexibility in the planning & design of the Crystal Ridge Development.

Directions to Property: Drive south on S. US 19 (S. Suncoast Blvd.) from intersection with W. Gulf to Lake Hwy. about 2.4 miles, turn east (left) on W. Venable Street about 2.6 miles, turn right (south) on S. Rock Crusher Road about 0.6 miles, property is on the left (east).

The Applicant is: ___ Owner of Tract X Agent for Property Owner
___ One-Owner Among Several ___ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting.
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I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature:

STATE OF FLORIDA
COUNTY OF CITRUS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Chuck Pigeon, who is personally known to me or provided N/A as identification and who did not take an oath.
WITNESS my hand and official seal this 20th day of October 21.

Renee I Howerton
Signature
Renee I Howerton
Printed Name

Seal

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

For Staff Use Only
Date: ___ Time: ___ Initials: ___

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

I. STATEMENT OF OBJECTIVES

GENERAL PURPOSE

In keeping with the general purpose and intent of the PUD District, this application is proposed to allow flexibility in the planning and design of the Crystal Ridge Development. The purpose of this request is to permit flexibility as to the lot sizes, frontage setbacks and lot coverage to work with the existing rolling topography and better meet the demands of today's marketplace.

PROJECT LOCATION

The project is situated in the center of Citrus County, straddling W. Crystal Oaks Drive, adjoining S. Rock Crusher Road on the west side of the development and traversing less than a mile west of W. Gulf to Lakes Highway (SR 44). **Figure 1.0** illustrated the development location.

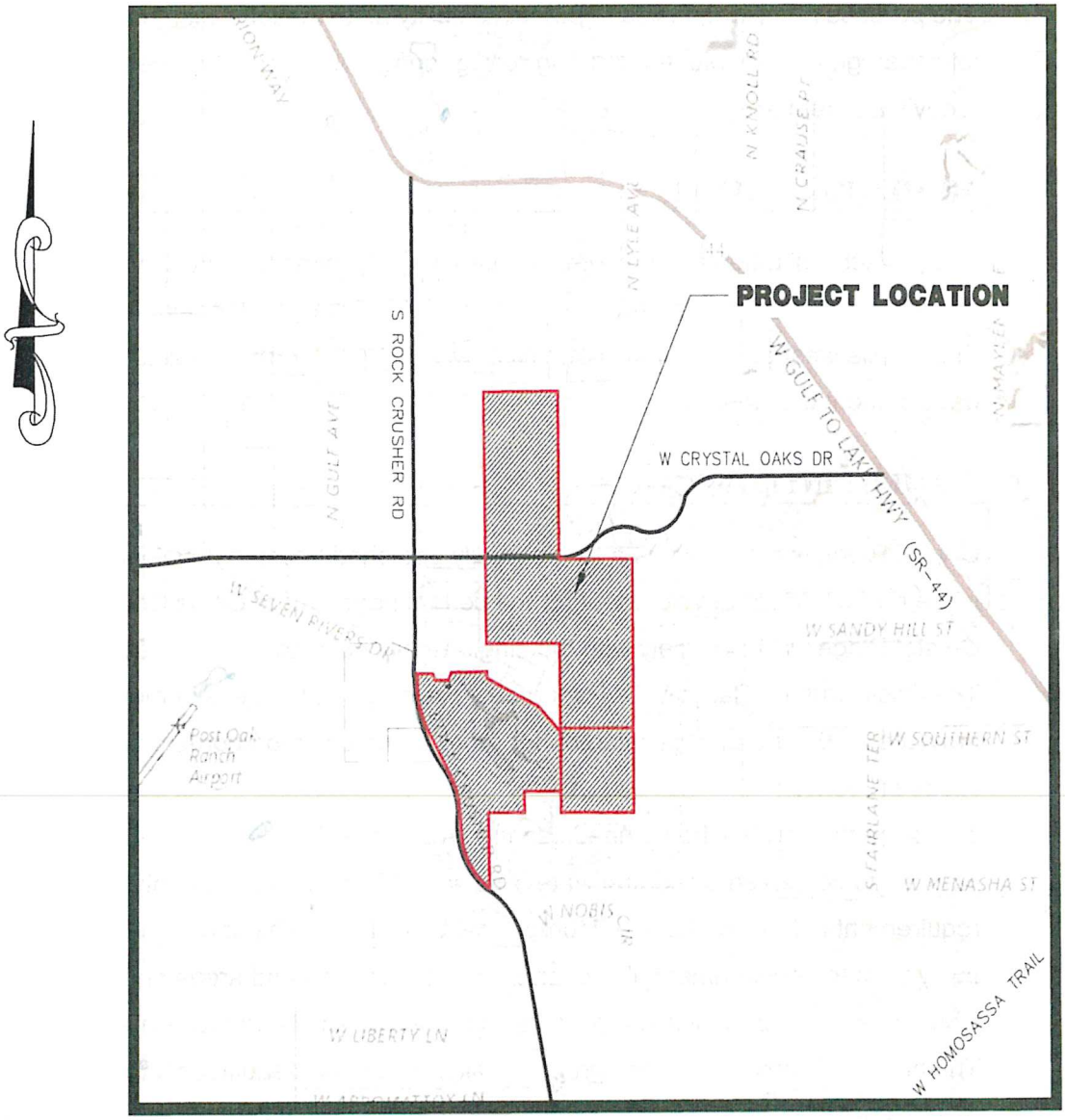
PROJECT INTRODUCTION

Crystal Ridge is proposed as a single-family detached housing development. This project is the perfect "in-fill" development for the central ridge part of Citrus County.
Crystal Ridge will fit in nicely with the single-family housing developments surrounding it. The Rock Crusher Canyon RV Park on the west side of the development already internally provides a 50' natural vegetation buffer on all of the common borders with the Crystal Ridge property.
The property is within the planned service area of the County, and all of the lots are planned to be served by central water and sewer fitting into the County's service area requirements. Most of the development will be located within the "sandhills" of the County away from the environmentally sensitive coastal and wetland areas on the west side of the County. Another benefit is the property is not within any flood prone areas.
The historic Quarry area of the property will become the beautiful centerpiece of the development. This portion of the site and its rugged terrain is to be part of the common area of the development with a planned passive and active recreation areas including amenities such as a clubhouse, shuffleboard courts, pickle ball, dock, non-motarized boating, hiking trails and more. The Quarry area will be nestled within the development but will be buffered from the surrounding single-family residences.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FIGURE 1

Location Map



Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PROJECT DESCRIPTION

CHARACTER OF DEVELOPMENT

Crystal Ridge is planned as a single-family residential subdivision for detached single-family homes with sites interconnected with curvilinear curb and gutter roadways. Infrastructure for the Crystal Ridge Development will be provided and constructed in accordance with the minimum standards and specifications of the Citrus County Land Development Code (LDC).

Primary infrastructure improvements will include roads and stormwater management system, central sanitary sewer service, and public drinking water service provided by Citrus County.

GENERAL PLANNING CONSIDERATIONS & DEVELOPMENT STANDARDS

The Crystal Ridge Development is within the planned service area for Citrus County and the County has indicated in writing the willingness and ability to provide water and sewer to serve the proposed PUD Project.

Development Planning for the proposed Crystal Ridge community included particular care and consideration to provide a community and neighborhood quality for compatibility and consistency with the surrounding properties. The property is surrounded mostly by single family detached residential housing developments. From the Future Land Use Map (FLUM), the surrounding residential land uses include Residential Mixed Use (RMU), Low Density Residential (LDR -MH), and Medium Density Residential (MDR). Surrounding existing subdivisions include Connell Heights to the north, Crystal Oaks to the east and Cinnamon Ridge to the south and numerous unrecorded subdivisions to the west. All of these land uses allow, by right, residential development of 2 to 4 dwelling units /acre and further allow from 6 du/acre (RMU & LDR) to 8 du/acre (MDR) by PUD. On part of the west side of Phase 2 of the development and on the north side of Phase 3 and Phase 4 of the development, the future land use is Recreational Vehicle Park / Campground. This RV park is known as the Rock Crusher Canyon RV Park. There is a 50' natural vegetation buffer maintained within the campground on the perimeters of the campground property that are adjoining the proposed Crystal Ridge Development. This provides a natural buffer shielding the property from the existing RV park.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

See **Figures 2 and Figure 3** for an illustration of a portion of the Citrus County GFLUM Map and the Citrus County LDC Atlas (Zoning Map). The only real difference on the LDC Atlas is that RMU areas are designated PDR, and the LDR and MDR both allow mobile homes. As planned, mobile homes will not be included in the new proposed planned Crystal Ridge community. The RV park is shown as RVP and the canyon carries the same REC designation.

Figure 4.0 illustrates the proposed PUD master Plan for Crystal Ridge. The majority of uses planned for the proposed Crystal Ridge site are residential, and the residential Comp Plan designations will remain Medium Density Residential (MDR) and Low Density Residential (LDR). A PUD will be employed to provide needed flexibility. By PUD this allows from 6 du/acre (LDR) to 8 du/acre (MDR). Within Phase 3 and 4 of the development, the Comp Plan FLUM is Recreation (REC). Under the REC Land Use, a Recreational Vehicle Park is allowed under a PUD with a maximum density of seven spaces per acre. The proposed development is being planned at a density of 2.7 du per acre, less than half of what the Comprehensive Plan (Policy 17.3.1) and LDC allows for PUDs and therefore is well below the permitted density.

For the REC land use the comparison to a residential land use is not as straightforward. In many respects, it could be argued that a residential use of LDR for the portion that is designated as REC is actually a lower density than the existing use. The potential density of seven RVs per acre on the property could allow for over 750 RV spaces on the property. Whereas, the proposed single-family residential lot count on the same piece of property as planned is 229 Lots.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

The **Table 1.0** below provides a comparison of the existing land use to the proposed land use for the proposed PUD and a comparison of the potential lot counts based on the current land uses to the actual lot counts proposed for this PUD residential development.

Table 1.0 Land Use Comparison

PROJECT COMPARISON – EXISTING & PROPOSED				
Development Phase	Land Area (Acres)	Potential Density (PUD)	Proposed Concept	Difference
Phase 1	80.39	643 Lots	232 Lots	-411 Lots
Phase 2A	99.85	594 Lots	315 Lots	-279 Lots
Phase 2B	66.45	398 Lots	181 Lots	-217 Lots
Phase 3	57.30	401 RVs	161 Lots	+161 Lots
Phase 4	50.50	353 RVs	68 Lots	+68 Lots
Totals	354.49	1,635 Lots & 754 RVs	957 Lots	-678 Lots

Another unique key component to the development is incorporating the historical mine quarry area, which for several years has been inactive and the entertainment venue including an outdoor amphitheater which also in recent years has been inactive. The area is now proposed to be repurposed for this proposed PUD project as both an active and passive recreation area for the Crystal Ridge development. Approximately 24 acres will be retained in its natural state as the Quarry area for the recreation use for the residents of Crystal Ridge.

Crystal Ridge is planned to be constructed in Phases. **Table 2.0** below provides the planned phasing schedule. Nothing herein prohibits multiple phases to be developed simultaneously. The phase schedule provides the time limit from the date of the PUD approval, to either file a Site Development Plan or Preliminary Plat application to avoid the PUD becoming null and void. This schedule provides a more practical and probable development schedule for the size and number of lots planned for this development.

Table 2.0 Phasing Schedule

Development Phase Identification	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years
Totals	957	

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

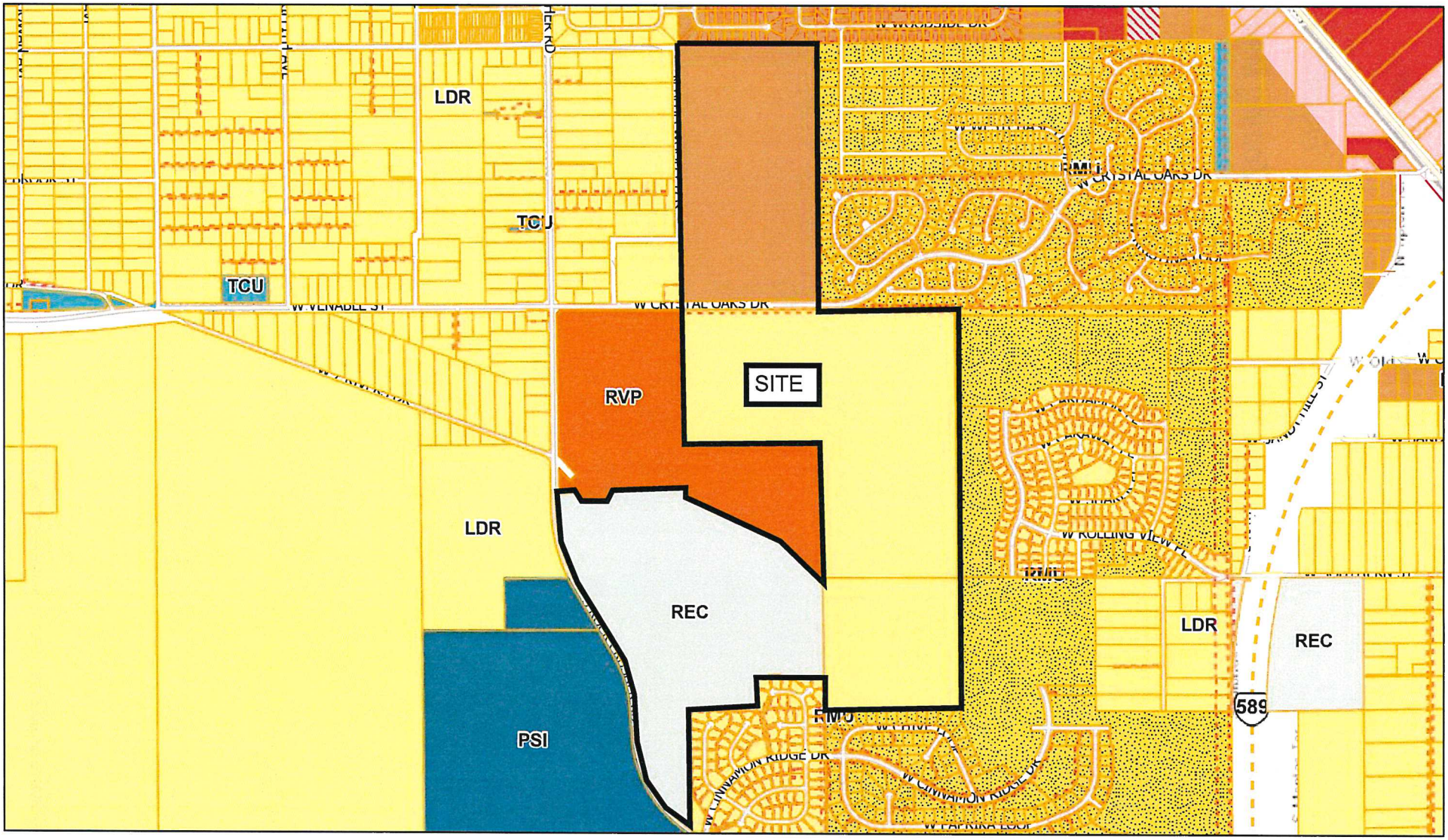
FIGURE 2

GFLUM Map

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Citrus County GFLUM Map

FIGURE 2.0



5/25/2021, 4:10:08 PM

Easements

Lots

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Citrus County GIS Division

Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA |

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

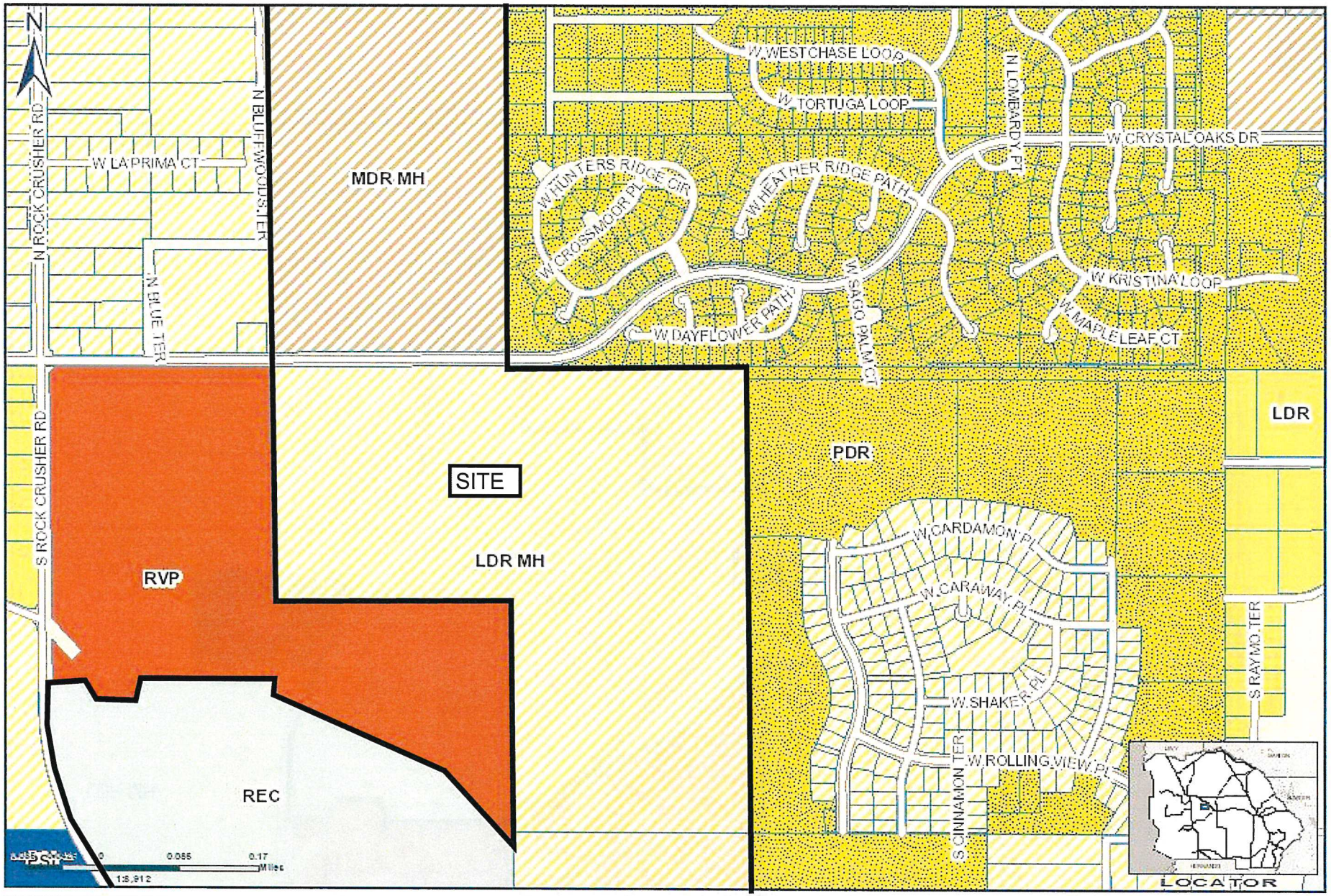
FIGURE 3

LDC / Zoning Map

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CITRUS COUNTY ZONING MAP

FIGURE 3-A

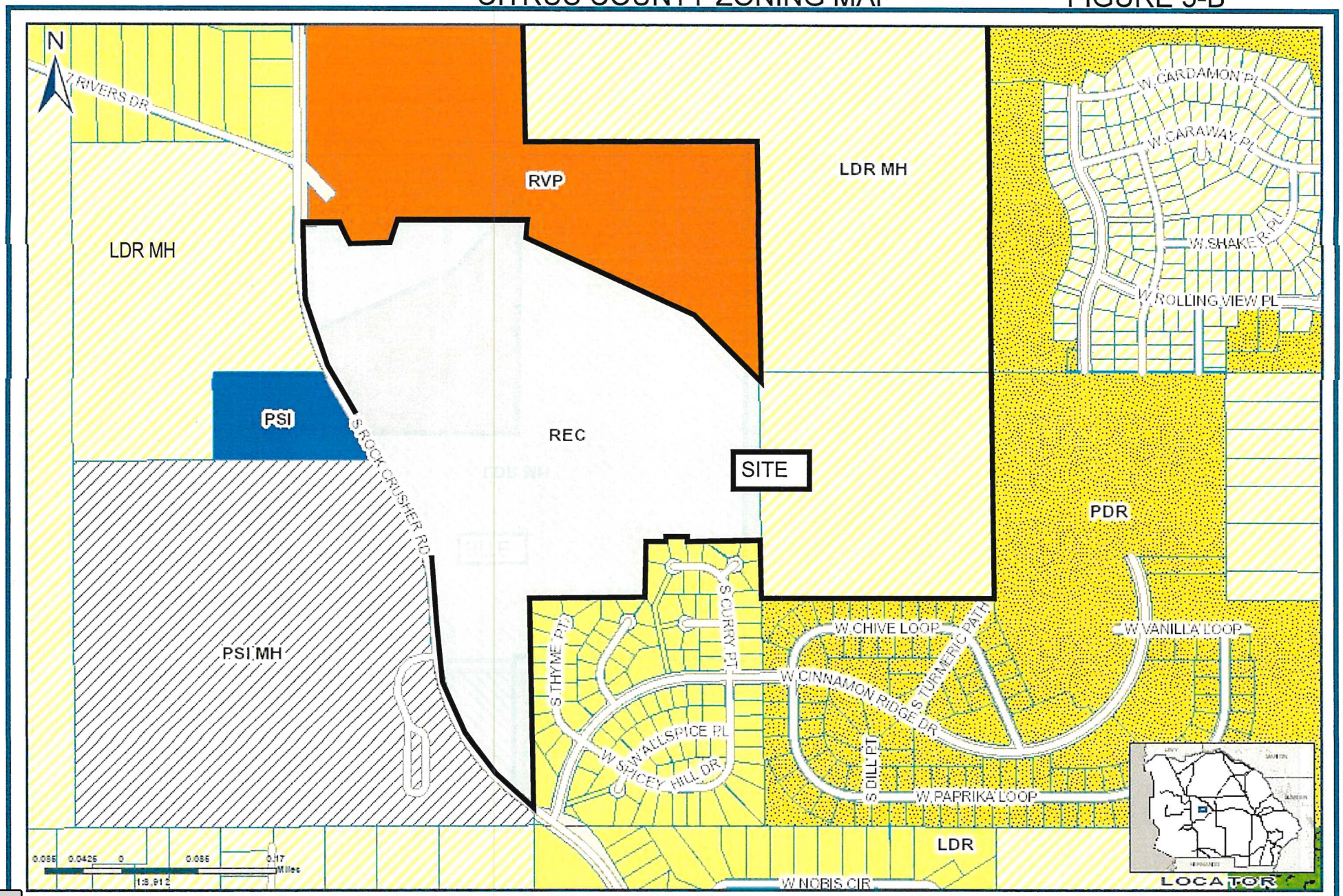


	ZONING MAP	Geographic Information Systems Prepared By : Web User Date: 5/25/2021 Source: Enterprise Geodatabase Cynthia Stephens Director Copyright © 2014 Citrus County BOCC

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CITRUS COUNTY ZONING MAP

FIGURE 3-B



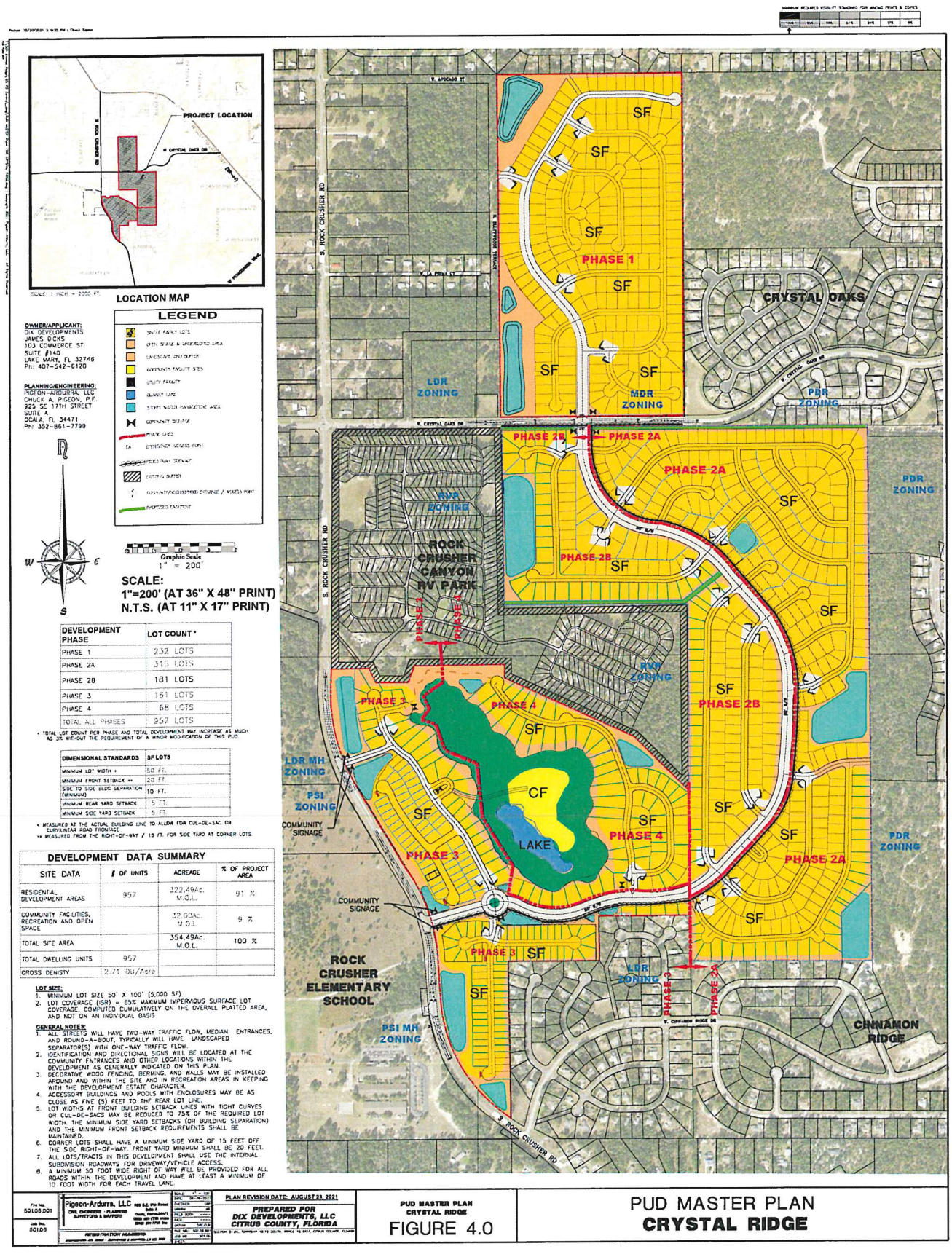
	ZONING MAP	Geographic Information Systems Prepared By : Web User Date: 5/25/2021 Source: Enterprise Geodatabase Cynthia Stevens Director Copyright © 2018 Citrus County BOCC

FIGURE 4

2021 PUD Master Plan (Reduced Size)

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PUD MASTER PLAN FIGURE 4.0



DEVELOPMENT PHASE	LOT COUNT *
PHASE 1	232 LOTS
PHASE 2A	315 LOTS
PHASE 2B	181 LOTS
PHASE 3	161 LOTS
PHASE 4	68 LOTS
TOTAL ALL PHASES	957 LOTS

* TOTAL LOT COUNT PER PHASE AND TOTAL DEVELOPMENT MAY INCREASE AS MUCH AS 3% WITHOUT THE REQUIREMENT OF A MINOR MODIFICATION OF THIS PUD.

DIMENSIONAL STANDARDS	SF LOTS
MINIMUM LOT WIDTH *	50 FT.
MINIMUM FRONT SETBACK **	20 FT.
SIDE TO SIDE BLDG SEPARATION (MINIMUM)	10 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM SIDE YARD SETBACK	5 FT.

* MEASURED AT THE ACTUAL BUILDING LINE TO ALLOW FOR CUL-DE-SAC OR CURVILINEAR ROAD FRONTAGE
** MEASURED FROM THE RIGHT-OF-WAY / 15 FT. FOR SIDE YARD AT CORNER LOTS.

DEVELOPMENT DATA SUMMARY

SITE DATA	# OF UNITS	ACREAGE	% OF PROJECT AREA
RESIDENTIAL DEVELOPMENT AREAS	957	322.49Ac. M.O.L.	91 %
COMMUNITY FACILITIES, RECREATION AND OPEN SPACE		32.00Ac. M.O.L.	9 %
TOTAL SITE AREA		354.49Ac. M.O.L.	100 %
TOTAL DWELLING UNITS	957		
GROSS DENISTY	2.71 DU/Acre		

LOT SIZE:
1. MINIMUM LOT SIZE 50' x 100' (5,000 SF)
2. LOT COVERAGE (ISR) = 65% MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE, COMPUTED CUMULATIVELY ON THE OVERALL PLATTED AREA, AND NOT ON AN INDIVIDUAL BASIS.

GENERAL NOTES:
1. ALL STREETS WILL HAVE TWO-WAY TRAFFIC FLOW, MEDIAN ENTRANCES, AND ROUND-A-BOUT, TYPICALLY WILL HAVE LANDSCAPED SEPARATOR(S) WITH ONE-WAY TRAFFIC FLOW.
2. IDENTIFICATION AND DIRECTIONAL SIGNS WILL BE LOCATED AT THE COMMUNITY ENTRANCES AND OTHER LOCATIONS WITHIN THE DEVELOPMENT AS GENERALLY INDICATED ON THIS PLAN.
3. DECORATIVE WOOD FENCING, BERMING, AND WALLS MAY BE INSTALLED AROUND AND WITHIN THE SITE AND IN RECREATION AREAS IN KEEPING WITH THE DEVELOPMENT ESTATE CHARACTER.
4. ACCESSORY BUILDINGS AND POOLS WITH ENCLOSURES MAY BE AS CLOSE AS FIVE (5) FEET TO THE REAR LOT LINE.
5. LOT WIDTHS AT FRONT BUILDING SETBACK LINES WITH TIGHT CURVES, OR CUL-DE-SACS MAY BE REDUCED TO 75% OF THE REQUIRED LOT WIDTH. THE MINIMUM SIDE YARD SETBACKS (OR BUILDING SEPARATION) AND THE MINIMUM FRONT SETBACK REQUIREMENTS SHALL BE MAINTAINED.
6. CORNER LOTS SHALL HAVE A MINIMUM SIDE YARD OF 15 FEET OFF THE SIDE RIGHT-OF-WAY. FRONT YARD MINIMUM SHALL BE 20 FEET.
7. ALL LOTS/TRACTS IN THIS DEVELOPMENT SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
8. A MINIMUM 50 FOOT WIDE RIGHT OF WAY WILL BE PROVIDED FOR ALL ROADS WITHIN THE DEVELOPMENT AND HAVE AT LEAST A MINIMUM OF 10 FOOT WIDTH FOR EACH TRAVEL LANE.

Pigeon-Ardurra, LLC

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CONSISTENCY WITH CITRUS COUNTY FUTURE LAND USE ELEMENT

Reference to Citrus County Comprehensive Plan Land Use Element.

1. Objective 17.2

   Associated Policies: 17.2.5. 17.2.7, 17.2.8 & 17.2.15

Response: This objective states the County desire to encourage development in the Planned Services Areas (PSA) particularly those properties with minimal environmental limitations and compatible land use with surrounding development.

This project is located within a PSA with all lots to be connected to central water and sewer. The project is also located where there are minimal environmental limitations. An environmental report was conducted at the site and included with this submittal.

The proposed residential subdivision project as proposed will complement the functional and compatible land use framework of the surrounding land uses. The property is surrounded by residential uses and will enhance the surrounding developments. This project is an infill development, and that will provide long term compatibility with the surrounding land uses.

Since the project will be served by central County water and sewer, which has the capacity to serve the proposed project, and for the other reasons stated above the amendment maintains consistency with the objective and associated policies.

2. Objective 17.3

   Associated Policies: 17.3.1, 17.3.4 & 17.3.5

Response: The objective and policies address the range of residential densities and uses in the different land use districts. For the portions of the property designated MDR and LDR, by PUD these areas are allowed up to 8 du/acre and 6 du/acre respectively. The proposed community will have a proposed density of 957 du on 354 acres for a density of 2.7 du/ac. The project will also meet the County criteria for central water and sewer

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

facilities and the County established standards for public facilities, access and suitability/capability.

The amendment meets consistency standards through the use of the PUD process.

3. Objective 17.5

   Associated Policies: 17.5.2-17.5.6

***Response:** The objective permits the innovative land use patterns of developments through the PUD process to promote the excellence in design, innovative land use design, and allow for the appropriate minimum lot sizes when the project is platted to meet the demands of today's market.*

The amendment maintains consistency with the objective through the use of the PUD process and the platting of all of the lots within the development.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

REQUEST FOR SPECIFIC PUD PROJECT DEVELOPMENT STANDARDS

1. The following specific changes are proposed to address the neighborhood standards as requested:

   Minimum Lot Size = 5000 SF (50' x 100') (No actual LDC Standard.)

   Lot Coverage (ISR)* = 65% maximum impervious surface lot coverage

   Minimum Setbacks (Measured from ROW)

	Proposed	Existing LDC Standard
Front** -	20 Ft.	25 Ft.
Side -	5 Ft.	5 Ft.
Rear-	5 Ft.	5 Ft.

   *computed cumulatively on the overall platted area, and not on an individual lot basis.

   **Except on Corner Lots, where the side front yard of 10' shall be permitted.

2. Request a modification from the distance for the intersection of Crystal Ridge Boulevard and W. Crystal Oaks Drive from intersection with S. Rock Crusher Road per LDC Section 7140, Table 7-1 . By code the distance required is 1,320' and the actual distance as proposed is 1900'. This is a function of where the property is located and also takes into account sight distance issues from an engineering perspective. Since W. Crystal Oaks Drive is considered a Minor Collector, the connection of Crystal Ridge Blvd. and W. Crystal Oaks Drive is considered a full median opening since Crystal Ridge Blvd. is proposed to continue through to the southern part of the development (even though there is no median within the right-of-way). The option of not lining-up the boulevard across W. Crystal Oaks Drive was discussed with staff and was not the preferred option for the County.

3. Request a modification of County standards (LDC Section 7140, Table 7-1) on the location of the round-about near the entrance of the development from S. Rock Crusher Road. (About 540' from S. Rock Crusher, where LDC requires 660 Ft). The round-a-bout function designed to operate as a non-stop (but yield) condition facility can be considered as a through street and not subject to vehicle backup or intersection turn sequencing conditions.

4. Alternative designs for cul-de-sacs are proposed from the provisions of LDC, (LDC Section 7730, "Standard Cul-de-Sac") to accommodate better lot layout.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

5. Request flexibility in the lot count from the provisions of LDC (LDC Section 4304 "Modification of a previously approved Planned Unit Development (PUD)" C. 1.), to increase by 3% in each phase without the requirement of a minor modification.

6. Request extension of development schedule from the provisions of LDC, (LDC Section 4303, "General Standard for PUD Developments", J.) to allow the PUD Phasing Schedule as proposed in Table 2.0 to extend the timeframe to file a site development plan or preliminary Plat application for up to 15 years or as shown in the table, whichever is sooner. The proposed phasing schedule is a more practical and probable development schedule for this community considering the size and number of lots planned for the development.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

III. NATURAL SITE CHARACTERISTICS

TOPOGRAPHY

The project area lies with the western limb of the Brooksville Ridge physiographic province. The project area is sloped with elevations that range from approximately 40' to 170' (NAVD88). Elevations steadily increase from a topographic low of 40' in the western portion of property to elevations in the range of 110 to 120 in the eastern portion of the development. A topographic high ridge at 170' is located in the southern portion of the project area east of the existing quarry. See **Figure 5** for an illustration of the "Topographic Map" of the property with an overlay of the proposed development phasing.

FLOODPLAINS

According to Panels 12017C0306E and 12017C0307D of the Federal Emergency Management Agency – Flood Insurance Rate Maps for Citrus County, Florida, dated January 15, 2021 and September 26, 2014 respectively, the vast majority of the project area falls with a Zone X (area of minimal flood risk) designation. See **Figure 6** for an illustration of a portion of the "FEMA Map" encompassing the property with the property boundaries delineated.

SOILS

According to the USDA / National Resource Conservation Service Soil Survey for Citrus County, for Phases 1 and 2 – eighty-five percent of the project area is Candler Fine Sand, 0-5% slopes. Phases 3 and 4 include all soil types and the pit area. The Soil Survey (USDA 1997) indicates that 8 Distinct Soil Units are present within the PUD property and include the following soil unit types:

Arredondo Fine Sand, 0-5% Slopes (ArB)

Candler Fine Sand, 0-5% Slopes (CaB)

Candler Fine Sand, 5-8% Slopes (CaC)

Lake Fine Sand, 0-5% Slopes

Sparr Fine Sand, 0-5% Slopes

Udorthents, 0-5% slopes

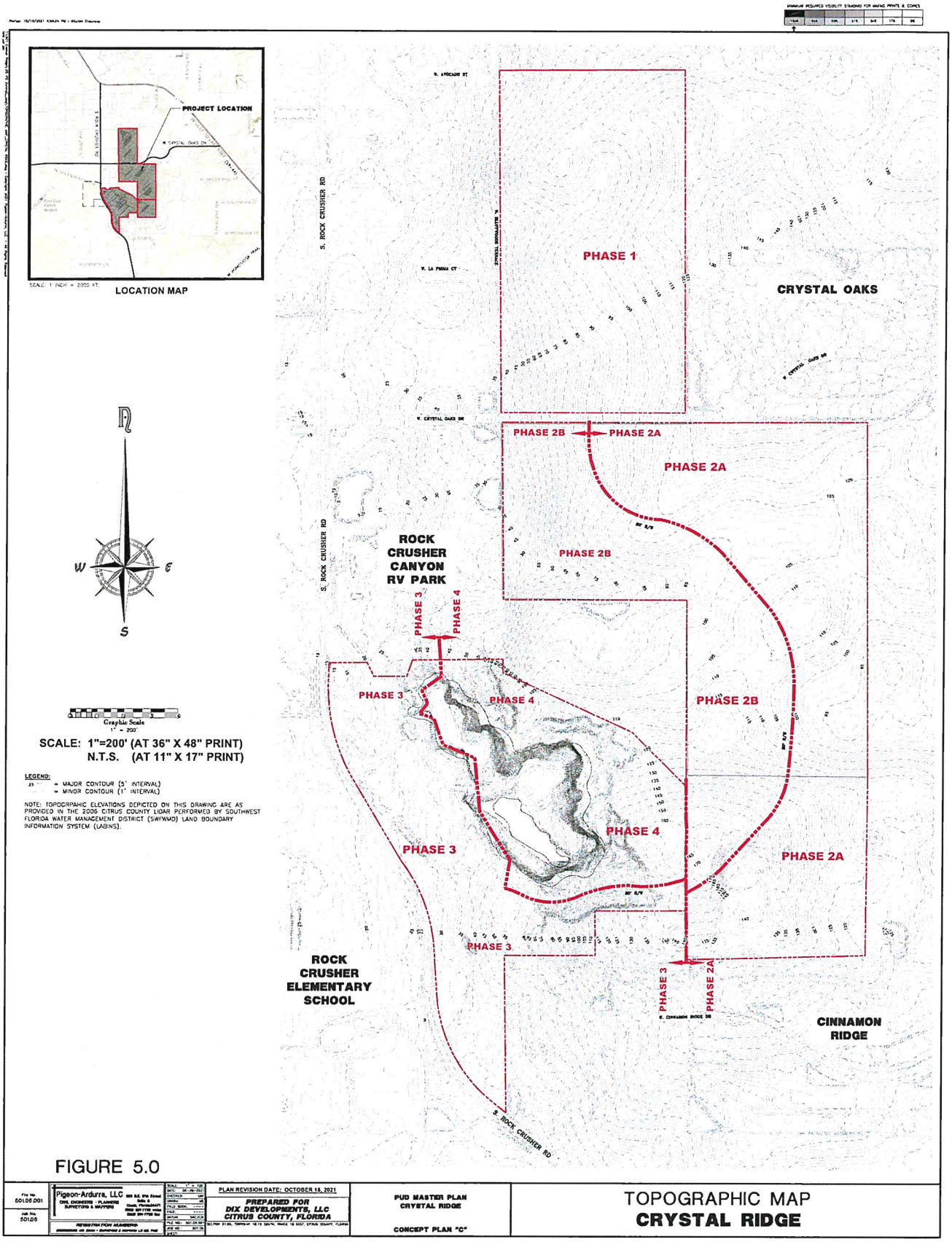
See **Figure 7**, SCS Soils Map from the USDA Soils Map with the property boundaries delineated.

FIGURE 5

Topographical Map

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

TOPOGRAPHIC MAP FIGURE 5.0



Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

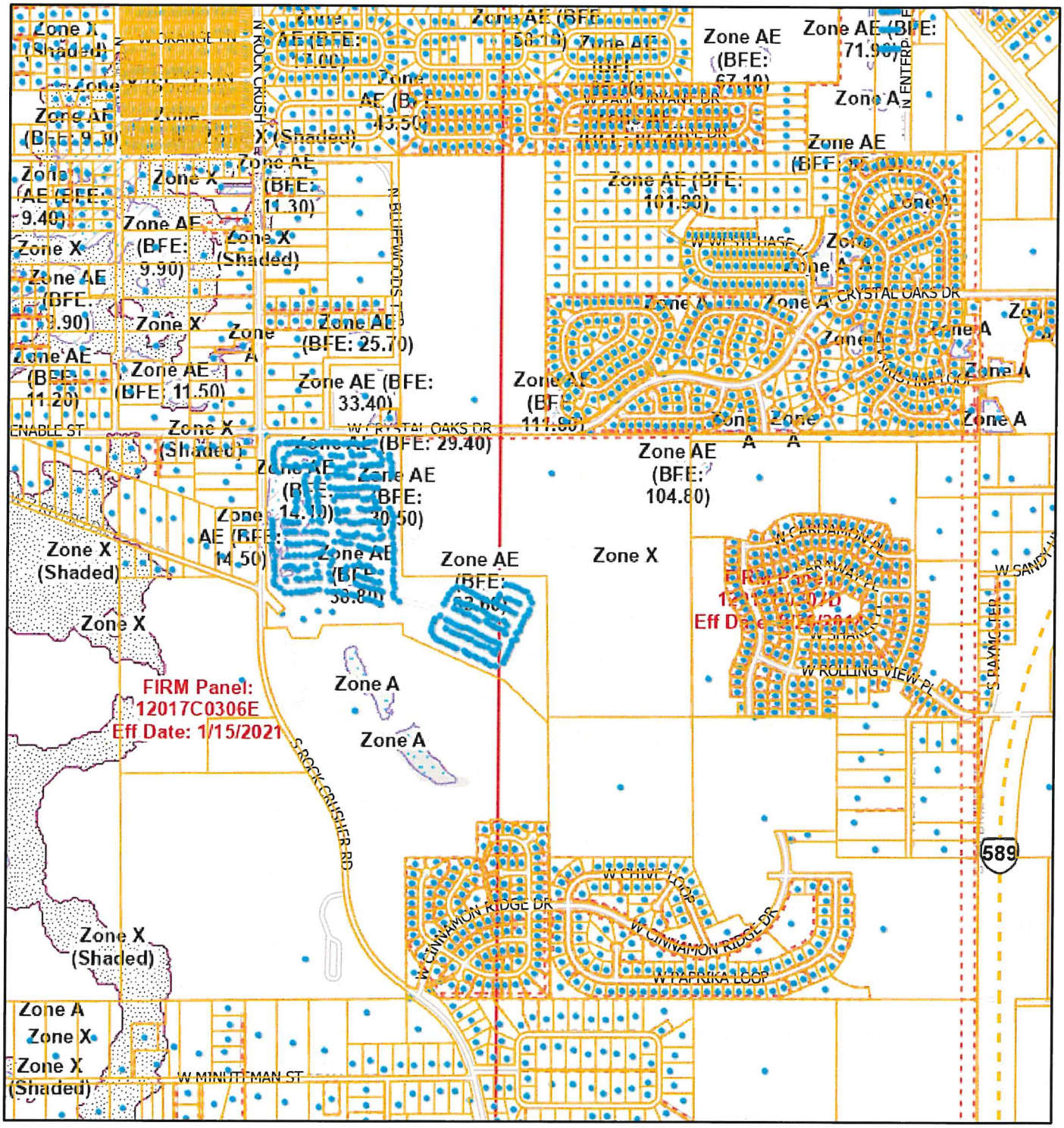
FIGURE 6

FEMA Maps

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FEMA FLOOD MAP FIGURE 6.0

Citrus County Web Map



10/19/2021, 6:52:50 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Easements

Address Points

Lots

Flood Hazard Boundary 2021

Flood Hazard Area 2021

Flood Zone X (Shaded) - Not a Special Flood Hazard Area (SFHA)

Flood Zone A - SFHA

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Citrus C

Esri, HERE, Garmin, INCREMENT P, USGS,

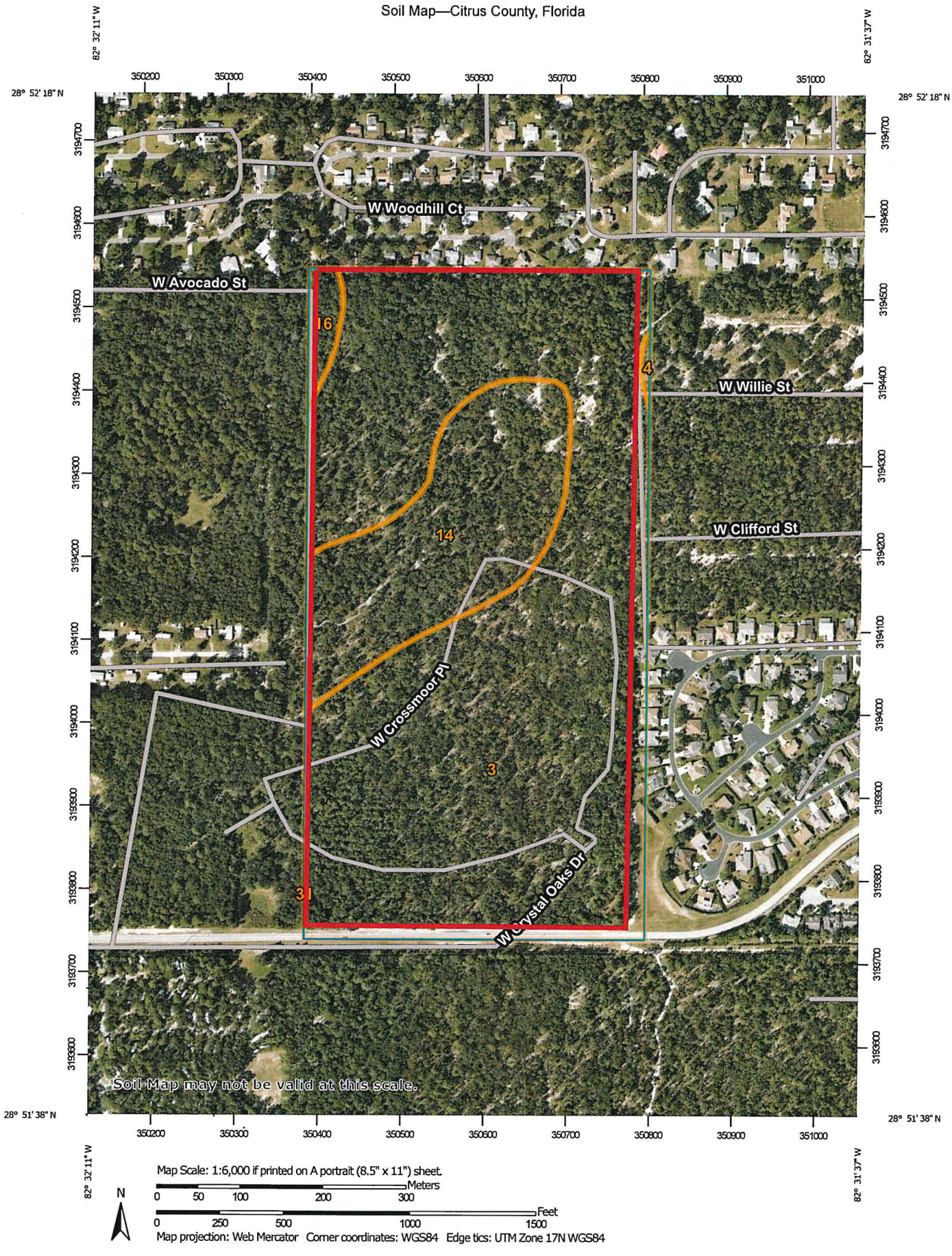
Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FIGURE 7

SCS Soils Map

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SCS SOILS MAP FIGURE 7A



Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Citrus County, Florida
Survey Area Data: Version 21, Aug 26, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 18, 2018—Feb 8, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

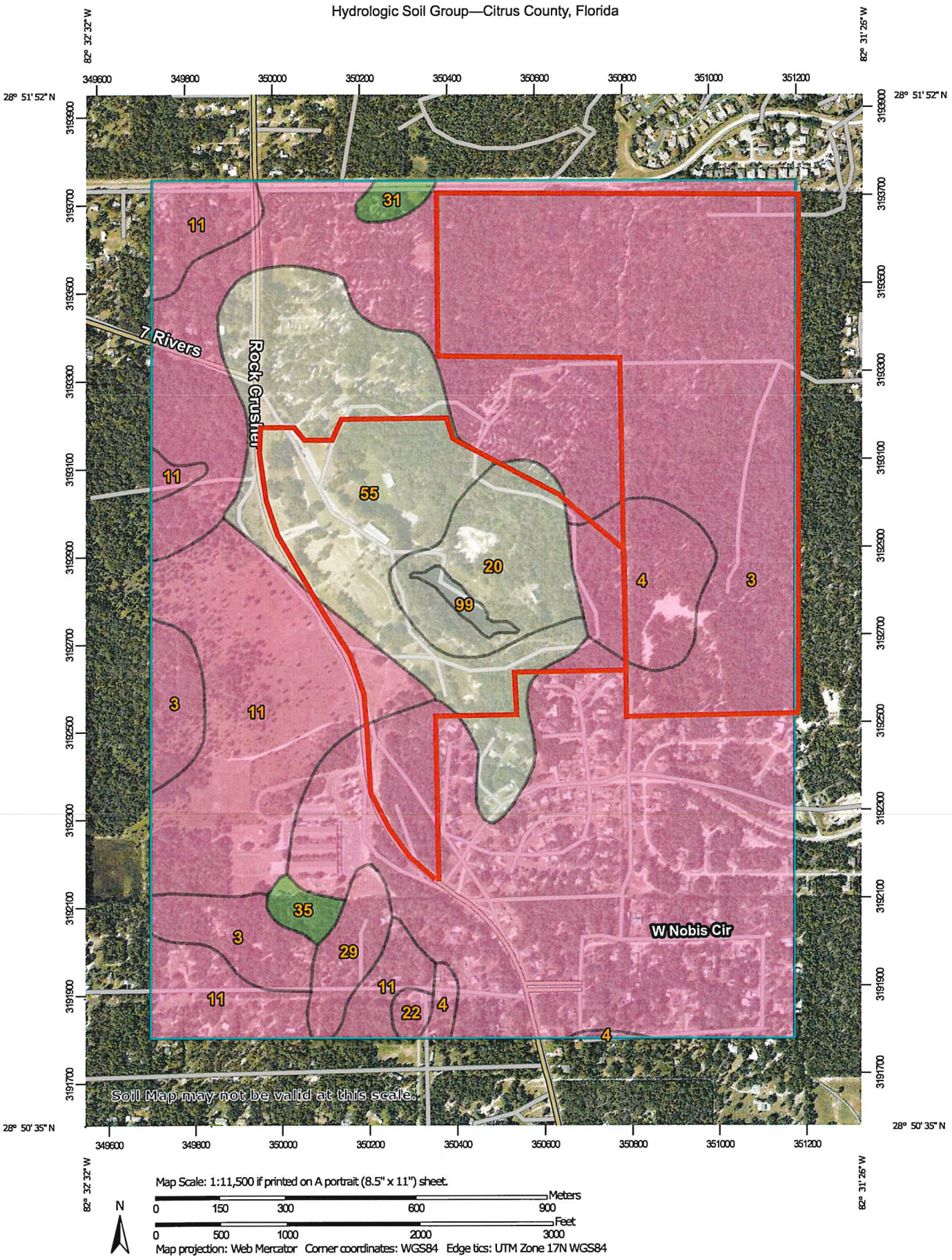
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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Candler fine sand, 0 to 5 percent slopes	64.9	79.0%
4	Candler fine sand, 5 to 8 percent slopes	0.2	0.2%
14	Lake fine sand, 0 to 5 percent slopes	15.9	19.3%
16	Arredondo fine sand, 0 to 5 percent slopes	1.2	1.5%
31	Sparr fine sand, 5 to 8 percent slopes	0.0	0.0%
Totals for Area of Interest		**82.1**	**100.0%**

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SCS SOIL MAP FIGURE 7 B



USDA Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Citrus County, Florida
Survey Area Data: Version 21, Aug 26, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 18, 2018—Feb 8, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
3	Candler fine sand, 0 to 5 percent slopes	A	426.7	59.8%
4	Candler fine sand, 5 to 8 percent slopes	A	27.2	3.8%
11	Tavares fine sand, 0 to 5 percent slopes	A	107.9	15.1%
20	Pits		29.8	4.2%
22	Quartzipsamments, 0 to 5 percent slopes	A	2.2	0.3%
29	Astatula fine sand, 0 to 5 percent slopes	A	10.2	1.4%
31	Sparr fine sand, 5 to 8 percent slopes	A/D	3.1	0.4%
35	Sparr fine sand, 0 to 5 percent slopes	A/D	3.9	0.6%
55	Udorthents, 0 to 5 percent slopes		100.5	14.1%
99	Water		2.5	0.4%
Totals for Area of Interest			**714.1**	**100.0%**

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

ENVIRONMENTAL ANALYSIS

A Phase 1 Environmental Assessment and a Biological Assessment study was conducted on the property to document the presence of listed species, wetlands, surface waters or other environmentally sensitive areas within / adjacent to the project limits in advance of proposed construction activities and address potential impacts to those resources. The study was conducted in two parts. The first study covered 246 Acres MOL and included parts 1,2, and 3 of the development. The second study covered the remaining acreage.

Part 1,2 & 3

Reference to "Biological Survey and Habitat Assessment – Crystal Ridge Phase 1, 2 and 3" prepared by Michael G. Czerwinski, P.A. Environmental Consultants. Map Exhibits for this study provided in the report Appendix A of "Biological Survey and Habitat Assessment".

For this study, the presence of one listed threatened / endangered species – the gopher tortoise was observed within or directly adjacent to the project limits. According to the assessment, the project is unlikely to adversely affect any additional listed species based on the findings of the field assessment and the habitat documented in and directly adjacent to the project area. Since a large population of gopher tortoises is confirmed to be present on-site, a gopher tortoise survey must be conducted for each phase of construction, and tortoises present permitted for and relocated in advance of clearing or other ground disturbance activities preceding with a phase of development.

No wetlands / other surface waters were identified within the Part 1, 2 and 3 project area. From the SWFWMD 2017 mapping of "Land Use and Land Cover", approximately 85% of the project area is comprised on Longleaf Pine – Xeric Oak habitat and is entirely upland. Approximately 10% of the project area is comprised of Upland Hardwood – Coniferous Mix habitat and is entirely upland. Approximately 5% of the project area is comprised of Tree Plantation and is entirely upland. A more expanded review of the on-site field assessment including a discussion of on-site wildlife is presented in the **Appendix E**.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FIGURE 8

Aerial Photo Map

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

AERIAL MAP FIGURE 8.0

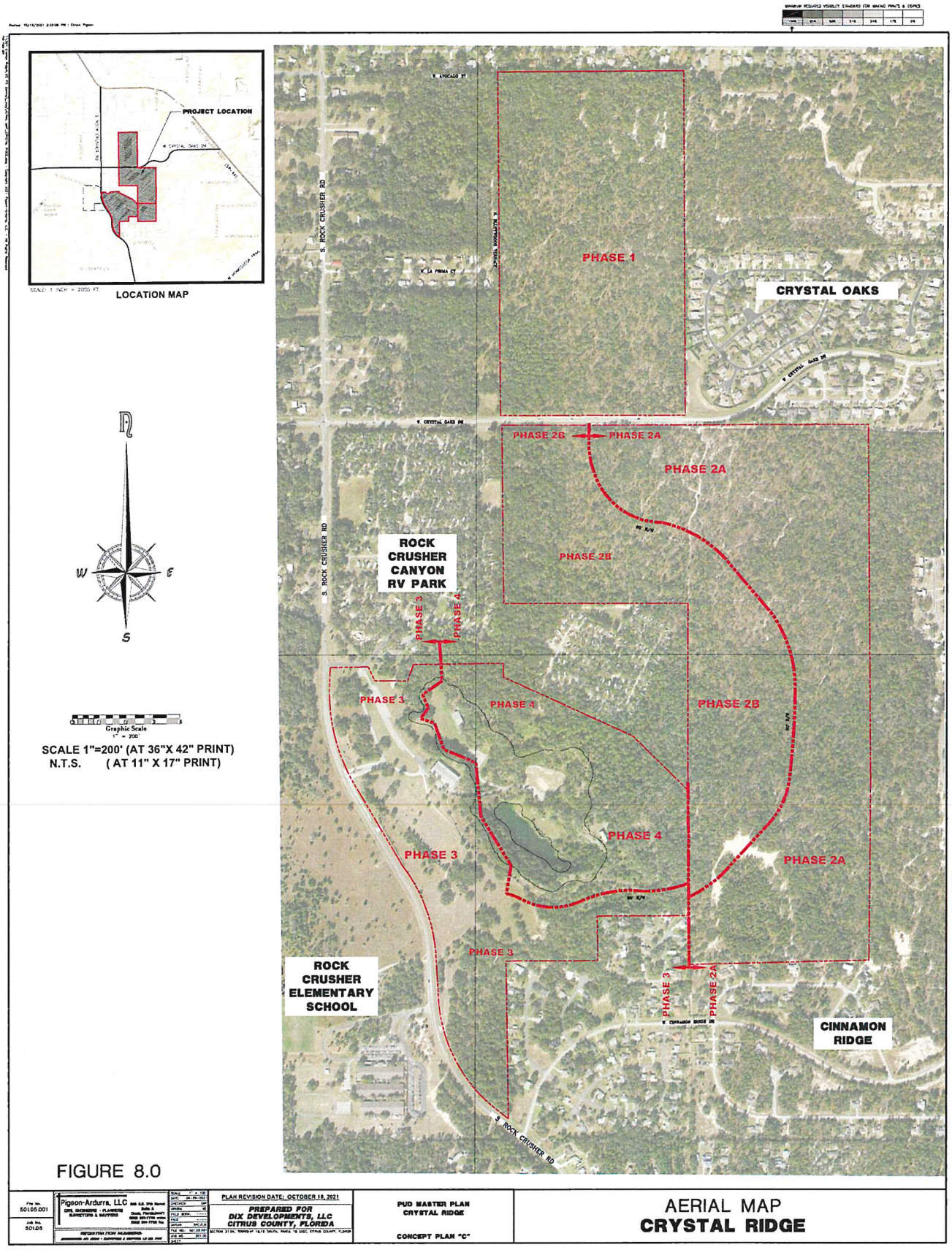


FIGURE 8.0

Pigeon-Arduirre, LLC	PLAN REVISION DATE: OCTOBER 18, 2021 PREPARED FOR DIX DEVELOPMENTS, LLC CITRUS COUNTY, FLORIDA	PUD MASTER PLAN CRYSTAL RIDGE CONCEPT PLAN "C"	AERIAL MAP **CRYSTAL RIDGE**

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

IV. INFRASTRUCTURE

INTRODUCTION

The primary infrastructure improvements in the Crystal Ridge Community will include private roads and stormwater management system, and public utility service including sanitary sewer service and drinking water service. All infrastructure will be designed and built to meet or exceed the standards as specified in the Citrus County Land Development Code (LDC).

ROADWAYS AND PEDESTRIAN FACILITIES

The project will be served by an internal network of roadway facilities designed to meet or exceed all County requirements. All roadways within the proposed Crystal Ridge Development is intended to be privately owned and maintained through a Master Homeowner's Association or Community development District (CDD) and will consist of curb and gutter road sections. As may be seen on the PUD Master Development Plan, all roadways are in conformance with the standards for right-of-way from the Land Development Code, including both neighborhood minor collector and neighborhood streets.

An 80' right-of-way (ROW) curvilinear minor collector is planned to wind through the development and connect the different phases of the development. It will cross W. Crystal Oak Drive approximately 1,900' from S. Rock Crusher Road. This main boulevard will have 12' wide travel lanes and a 7' wide pedestrian sidewalk along one side of the roadway. Near the south entrance into the community from S. Rock Crusher Road, a round-a-bout is planned and will be designed in accordance with FDOT standards and to accommodate emergency vehicles and truck traffic access. Only a small number of lots rely on driveway access and frontage onto the minor collector roadway for access as a majority of the community only have access onto the secondary neighborhood residential streets.

All of the other neighborhood roadway are planned with 10 foot wide travel lanes within a 50 foot wide right-of-ways and include several cul-de-sacs. **Figures 9** illustrates the

Typical Roadway Section in compliance with the Citrus County Land Development Code. The internal road network is designed to minimize traffic within the subdivision between different parts of the subdivision and create neighborhood pockets and blocks for quiet community areas. An alternative cul-de-sac type section is proposed to accommodate an efficient lot layout and better driveway access to the roadway.

Emergency access rights-of-ways are proposed to be platted, but not necessarily paved, to allow emergency access connection to N. Bluffwoods Terrace on the west side of Phase 1, and an extension to the east into Cinnamon Ridge. A stabilized base accommodating an 85,000 lb. vehicle loading is to be installed with fencing or other appropriate control structure which could be crashed or knox box controlled if an emergency need arose and access is needed.

Traffic Impact Analysis

A "Traffic Operations Study" was conducted for the Crystal Ridge Development to assess the traffic impact at intersections of the planned development. The project has three proposed primary access points, one along W. Crystal Oaks Drive and two along S. Rock Crusher Road. The traffic analysis is based on the full build-out of the PUD community by the year 2030. From the Functional Classification of roadways in Citrus County: W. Crystal Oaks Drive is classified as a Major Collector – Urban; S. Rock Crusher Road is classified and a Major Collector – Urban.

The three project access points were evaluated to determine if auxiliary left-turn or right-turn lanes would be recommended based on the projected traffic volumes. The results of this analysis indicated that auxiliary major street left-turn lanes are recommended for each of the access project driveways. For auxiliary right-turn lanes, the results of the analysis indicated that for the W. Crystal Oaks Drive intersection and the southern-most intersection on S. Rock Crusher Road auxiliary right-turn lanes would be recommended. The level of service for both W. Crystal Oaks Drive and S. Rock Crusher Road were estimated to continue to operate at LOS C for the adjacent roadway segment at build-out of the Project. The full analysis of traffic volumes, turn lane and intersection control recommendations is provided in **Appendix D**.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

STORMWATER MANAGEMENT

Roadways and drainage areas for this project shall be maintained as private roads and stormwater management areas, owned and operated by the Master Homeowner's Association or possibly a Community Development District. Stormwater runoff will be conveyed to drainage retention areas by means of storm sewer systems and overland flow. The Stormwater Management System for Crystal Ridge Development will meet Citrus County Land Development Code and Southwest Florida Water Management District (SWFWMD) requirements. In accordance with the Citrus County Land Development Code no surface water shall be channeled or directed into sanitary sewers. Crystal Ridge Development will be designed to treat for water quality and to either capture or attenuate the 100-year 24-hour storm event as set forth by SWFWMD and County design criterion.

Land Use – Residential Units	Level of Service
Single Family (957 Lots)	25 Yr/24 Hr Storm Event Pre-Post Rate
	100 Yr/24 Hr Storm Event Pre-Post Volume

POTABLE WATER SUPPLY

Crystal Ridge Development will be serviced by an extension and looping of the central water system in the area and will receive public water supply service from Citrus County Water Resources Utilities Division. The potable water supply will be provided through the existing Citrus County water system via connection to existing 12" water mains that runs along W. Crystal Oaks Drive and S. Rock Crusher Road. A 12-inch water main tap and service meter connection into existing utility pipeline will provide daily public drinking water and available water supply capacity and pressure to meet the Land Development Code requirements for community uses and fire suppression. All facilities will be designed and constructed in accordance with FDEP, AWWA, and Citrus County standards. The planned on-site water distribution system will be designed in accordance with the standards of Citrus County including water main sizing to accommodate fire flow with fire hydrants located so that no building will be further than 500 feet from the nearest hydrant. The on-site water distribution system will be dedicated to Citrus County.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

The current capacity of the Charles Black Water Treatment Plant is 14.544 million gallons per day based on annual average daily flow and the County system currently has adequate reserve capacity for the planned future use of the Site.

Projected Potable Water Demand & Level Of Service

Land Use	Water Demand
Single Family (957 Lots)	418,688 gpd

Level of Service:

Based on Citrus County Code of Ordinances Article II Section 102-36:
For Single Family Lots: GPD – Gallons Per Day (average) Per Person is 125 Gallons. Based on 3.5 persons per household. Average daily domestic flow per lot is calculated as 438 gallons per day per Lot.

The planned project site would be served by the Citrus County Water Resources Utilities Division that has the ability and capacity to serve the proposed project. Maximum Day Peak Hourly Potable Water Demand Rate will be approximately 727 gpm. All new water system infrastructure shall be designed and tested for a 150 psi test pressure.

WASTEWATER SERVICE

Crystal Ridge Development project will be served by a central sewer collection system with wastewater treatment service provided from the County's Meadowcrest Wastewater Treatment Facility. The sewer system will be designed in accordance with the Florida Department of Environmental Protection (FDEP) rules and regulations. On-site wastewater collection system components, including gravity sewer, force main piping, precast concrete manholes, lift stations and related sewer system appurtenances will be dedicated to Citrus County. The wastewater generated from the development will gravity flow to an existing manhole on W. Crystal Oaks Drive where it will connect into Citrus County's existing sewer system. Development areas along S. Rock Crusher Road will collect wastewater vis gravity sewer mains and into a new local pump station. Sewer from this part of the development will then pumped via on-site lift stations to a county connection point on W. Rock Crusher Road. All pump stations and pumping equipment will be located and constructed to Citrus County standards.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Projected Wastewater Generation & Level Of Service

Land Use	Wastewater Flow
Single Family (957 Lots)	251,213 gpd

Level of Service:

Based on Citrus County Code of Ordinances Article II Section 102-36:
For Single Family Lots: GPD – Gallons Per Day (average) Per Person is 75 Gallons. Based on 3.5 persons per household. Average daily domestic flow per lot is calculated as 263 gallons per day per Lot.

The current capacity of the Meadowcrest Wastewater Treatment Facility is 2.0 million gallons per day. Based on annual average daily flow and the County system currently has adequate reserve capacity for the planned future use of the Site.

SOLID WASTE SERVICE

Crystal Ridge Development will require solid waste collection and is planned to be served through locally licensed solid waste collection service companies. Solid waste generated from the development is planned to be transported and disposed through the services provided by Citrus County Central Landfill. Routine collection by a local solid waste collection company is available to the development.

Projected Solid Waste Generation & Level Of Service

Land Use	Solid Waste
Single Family (957 Lots)	2,613 Tons / year

Level of Service:

For Single Family Lots: Solid Waste generated is 4.3 lbs/day/capita assuming 3.5 people per Lot per Citrus County Comprehensive Plan Solid Waste Sub-element.

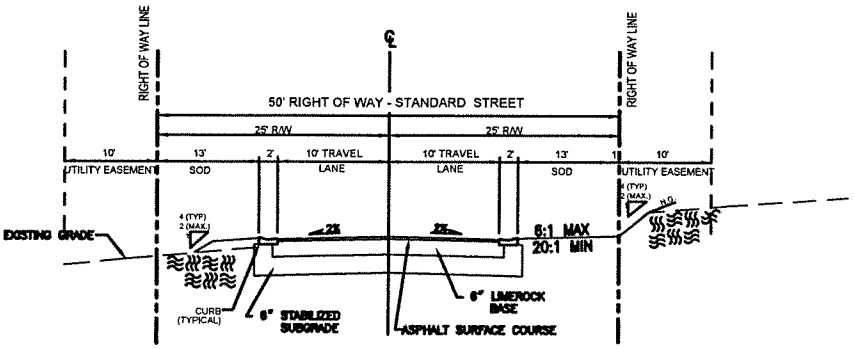
The County Landfill has sufficient capacity to provide service to the proposed project.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

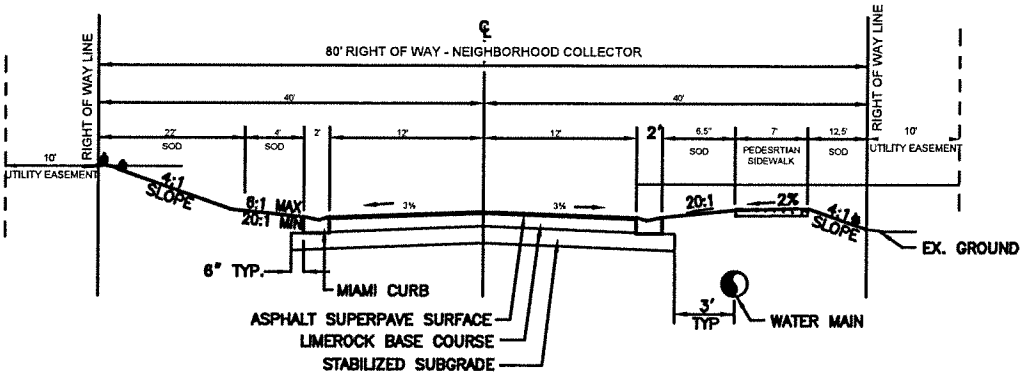
FIGURE 9

Roadway Typical Sections

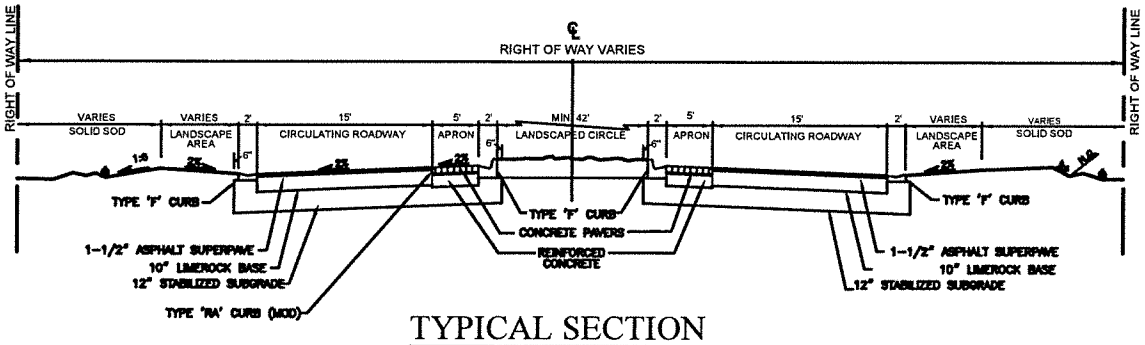
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TYPICAL ROADWAY SECTION
NEIGHBORHOOD ROADWAY
N.T.S.



TYPICAL ROADWAY SECTION
NEIGHBOHOOD COLLECTOR
N.T.S.



TYPICAL SECTION
ROADWAY
ROUNDABOUT
N.T.S.

	FIGURE 9.0	TYPICAL ROADWAY SECTIONS CRYSTAL RIDGE CITRUS COUNTY, FLORIDA SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX A

Legal Descriptions of Property

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "A"

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 5 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST."

LESS AND EXCEPT A PORTION OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 80 FEET OF THE E 1/2 OF THE W 1/2 OF THE SW 1/4 AND THE SOUTH 80 FEET OF THE W 1/2 OF THE W 1/2 OF THE SW 1/4 ALL BEING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA."

REFER TO THE BOUNDARY SURVEY BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.002, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "B"

DESCRIPTION

A PARCEL OF LAND IDENTIFIED AS PARCEL 7 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST; AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST.

REFER TO THE BOUNDARY SURVEY BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.002, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "C"

DESCRIPTION

THE PARCEL OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973, AND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN SPECIAL TRUSTEES WARRANTY DEED DATED, JULY 2, 1980 AND RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 711, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA."

REFER TO THE DRAWING BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.003, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "D"

DESCRIPTION

PARCEL "B" AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 46 SECONDS EAST, 1161.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 26 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; AN ARC LENGTH OF 940.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 12 SECONDS WEST, 912.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 49 SECONDS WEST, 347.57 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET; AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 782.37 FEET; (6) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET; AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02

925 S.E. 17th Street, Suite A
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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 276.18 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST*, 243.64 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 01 SECONDS EAST, 1059.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 573.32 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, 931.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA."

LESS AND EXCEPT:

THE LANDS DESCRIBED IN EXHIBIT "A" OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"**COMMENCE** AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 46, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 46, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 46, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A, OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE **POINT OF BEGINNING**. THENCE NORTH 89 DEGREES 37' 39" EAST 116.39 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TOT HE(*) NORTHEAST CORNER OF SAID LOT 47, BLOCK A, THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 29" WEST 23.61 FEET, THENCE SOUTH 89 DEGREES 19'42" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 34' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 25.76 FEET TO THE POINT OF BEGINNING."

(*) = APPARENT SCRIVENER'S ERROR: "TOT HE" SHOULD READ "TO THE"

REFER TO THE DRAWING BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.004, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 20, 2021

CRYSTAL RIDGE
ACQUISITION PARCELS "A" THROUGH "D"

DESCRIPTION

PARCEL "A"

A PARCEL OF LAND BEING A PORTION OF PARCEL 5 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST."

LESS AND EXCEPT A PORTION OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 80 FEET OF THE E 1/2 OF THE W 1/2 OF THE SW 1/4 AND THE SOUTH 80 FEET OF THE W 1/2 OF THE W 1/2 OF THE SW 1/4 ALL BEING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA."

PARCEL "B"

A PARCEL OF LAND IDENTIFIED AS PARCEL 7 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST; AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST.

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PARCEL "C"

THE PARCEL OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973, AND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN SPECIAL TRUSTEES WARRANTY DEED DATED, JULY 2, 1980 AND RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 711, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA."

PARCEL "D"

PARCEL "B" AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 46 SECONDS EAST, 1161.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 26 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; AN ARC LENGTH OF 940.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 12 SECONDS WEST, 912.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 49 SECONDS WEST, 347.57 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET; AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 782.37 FEET; (6) ON

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET; AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02 SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 276.18 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST*, 243.64 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 01 SECONDS EAST, 1059.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 573.32 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, 931.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA."

LESS AND EXCEPT:

THE LANDS DESCRIBED IN EXHIBIT "A" OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"**COMMENCE** AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 46, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 46, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 46, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A, OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE **POINT OF BEGINNING**. THENCE NORTH 89 DEGREES 37' 39" EAST 116.39 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TOT HE(*) NORTHEAST CORNER OF SAID LOT 47, BLOCK A, THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 29" WEST 23.61 FEET, THENCE SOUTH 89 DEGREES 19'42" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 34' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 25.76 FEET TO THE POINT OF BEGINNING."

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX B

Warranty Deeds

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1973 11/29/2018 9:08 AM 1 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

This document was prepared by
and should be returned to:

Matthew R. Schroeder, Esq.
Brett Hendee, P.A.
1700 South MacDill Avenue
Suite 200
Tampa, Florida 33629

----------(Space above this line for recording data)----------

Altkey Number: 1504422
Parcel Identification Number: 18E 19S 06 31000

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made this 18th day of November, 2018, by **GULF TO LAKES ASSOCIATES, LLLP**, a Florida limited liability limited partnership (formerly known as Gulf to Lakes Associates, Ltd.) and **MEADOWCREST DEVELOPMENT, INC.**, a Florida Corporation, (collectively, the "Grantor"), to and in favor of **GULF TO LAKES ASSOCIATES, LLLP**, a Florida limited liability limited partnership, whose post office address is Post Office Box 2050, Lecanto, of the County of Citrus, State of Florida, 34460 (the "Grantee") is made in order to correct an error with respect to the grantee described in that certain warranty deed dated April 28, 1997 and recorded at page 0928, book 1182 of the Citrus County, Florida Public Records.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all right, title, interest, claim and demand which the first party has in and to the following described land, situate, lying and being in Citrus County, Florida, to-wit:

The Northeast ¼ of Southwest ¼ of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

TOGETHER WITH an Easement for Ingress and Egress as described in Special Trustees Warranty Deed dated, July 2, 1980 and recorded in Official Records Book 560, Page 711, Public Records of Citrus County, Florida.

SUBJECT TO all reservations, easements, restrictions, covenants, limitations and conditions of record, if any, and taxes for the tax year 2018 and thereafter. The conveyed property is vacant land and is not homestead property of the Grantor.

Note to Recorder: This deed is a conveyance of the subject property made to correct an error related to the grantee described in that certain warranty deed dated April 28, 1997 and recorded at page 0928, book 1182 of the Citrus County, Florida Public Records, on which proper documentary stamp taxes were paid. As such, this conveyance is subject only to minimum documentary stamp taxes per Rule 12B-4.014, Florida Administrative Code. In addition to serving to correct an error in one of the grantees named in the deed under which the grantors in this deed took title, the conveyance under this deed by the grantor, Meadowcrest Development, Inc., a dissolved Florida corporation, is done by the surviving directors of that corporation at the time it was dissolved, in accordance with Section 607.1405 of the Florida Statutes, to wind up and liquidate the business and affairs of the Corporation.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1974 11/29/2018 9:08 AM 2 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

THIS QUIT-CLAIM DEED may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

[SIGNATURES TO FOLLOW]

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1975 11/29/2018 9:08 AM 3 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

IN WITNESS WHEREOF, the said undersigned Grantors have signed and sealed these presents effective as of the day and year first above written.

Gulf to Lakes Associates, LLLP
a Florida limited liability limited partnership

Signed, sealed and delivered
in our presence:

Print name: Braden Hori
(First Witness)

Print name: Heather Hulbert
(Second Witness)

By: _____
Name: Bruce A. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

STATE OF New Hampshire
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7 day November, 2018 by Bruce A. Olsen, who ~~is personally known to me or~~ has produced Drivers License as identification.

(Notary stamp or seal)

Regina Beaulieu
Notary Public
Name:
Commission No.:
Commission Expires:

REGINA A BEAULIEU
Notary Public – New Hampshire
My Commission Expires Jan 24, 2023

Print name: _____
(First Witness)

By: _____
Name: Jon D. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

Print name: _____
(Second Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day November, 2018 by Jon D. Olsen, who is personally known to me or has produced _____ as identification.

(Notary stamp or seal)

Notary Public
Name:
Commission No.:
Commission Expires:

[SIGNATURE PAGE CONTINUES]

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1976 11/29/2018 9:08 AM 4 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

IN WITNESS WHEREOF, the said undersigned Grantors have signed and sealed these presents effective as of the day and year first above written.

Gulf to Lakes Associates, LLLP
a Florida limited liability limited partnership

Signed, sealed and delivered
in our presence:

_____
Print name: _____
(First Witness)

By: _____
Name: Bruce A. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

_____
Print name: _____
(Second Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day November, 2018 by Bruce A. Olsen, who is personally known to me or has produced _____ as identification.

(Notary stamp or seal)

_____
Notary Public
Name:
Commission No.:
Commission Expires:

Linda W. Cole
Print name: _____
(First Witness)

By: _____
Name: Jon D. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

Kayca Pr
Print name: Kayca Pr
(Second Witness)

STATE OF Vermont
COUNTY OF Windsor

The foregoing instrument was acknowledged before me this 7th day November, 2018 by Jon D. Olsen, who is personally known to me or has produced VT DL as identification.

(Notary stamp or seal)

Notary Public
Name: Linda W. Cole
Commission No.:
Commission Expires: 2/10/19

[SIGNATURE PAGE CONTINUES]

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1977 11/29/2018 9:08 AM 5 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

Meadowcrest Development, Inc.
a Florida corporation

Signed, sealed and delivered
in our presence:

Paul McKnight

Print name: Paul McKnight
(First Witness)

Rhonda Hendee

Print name: Rhonda Hendee
(Second Witness)

By: S C Olsen
Name: Stanley C. Olsen
Its: Director

Paul McKnight

Print name: Paul McKnight
(First Witness)

Rhonda Hendee

Print name: Rhonda Hendee
(Second Witness)

By: Elizabeth M. Olsen
Name: Elizabeth M. Olsen
Its: Director

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 18th day November, 2018 by Stanley C. Olsen and Elizabeth M. Olsen, who are personally known to me ~~or have produced _____ as identification~~.

(Notary stamp or seal)

Notary Public State of Florida
Brett Hendee
My Commission FF 185164
Expires 01/26/2019

Brett Hendee
Notary Public
Name:
Commission No.:
Commission Expires:

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1978 11/29/2018 9:08 AM 6 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

UNANIMOUS WRITTEN CONSENT
IN LIEU OF A
MEETING OF THE BOARD OF DIRECTORS
OF
MEADOWCREST DEVELOPMENT, INC.

The undersigned, being all of the directors of Meadowcrest Development, Inc., a Florida corporation (the "Corporation"), hereby consent, pursuant to Section 607.0821 of the Florida Business Corporation Act, to the adoption of the following resolutions in lieu of a meeting of the Board of Directors of the Corporation, effective the 18th day of November, 2018.

BACKGROUND

A. On April 28, 1997, the Corporation and Gulf to Lakes Associates, Ltd. ("GTLA"; now known as Gulf to Lakes Associates, LLLP) took title to certain real property by warranty deed dated April 28, 1997 (a copy of which is attached hereto as Exhibit A) (the "Real Estate").

B. The Corporation was the general partner of GTLA at the time the Real Estate was acquired.

C. The Corporation and GTLA intended for GTLA to acquire a fee simple interest in the Real Estate, notwithstanding that the deed vesting title in the Real Estate appears to have created a tenancy in common between the Corporation and GTLA.

D. Upon review of its records in 2018, GTLA noted the discrepancy in title with respect to the Real Estate.

E. The Corporation was administratively dissolved by the Florida Secretary of State on October 1, 2004.

F. At the time that the Corporation was administratively dissolved, the undersigned. Stanley C. Olsen and Elizabeth M. Olsen, were the then-serving directors of the Corporation (referred to herein, collectively, as the "Directors").

G. Pursuant to Section 607.1421(3) of the Florida Statutes, a corporation administratively dissolved continues its corporate existence but may not carry on any business except that which is necessary to wind up and liquidate its business and affairs under Section 607.1405 of the Florida Statutes.

H. The directors desire to authorize and make provision for the preparation and execution of a corrective deed with respect to the Real Estate in order to wind up and liquidate the business and affairs of the Corporation in accordance with Section 607.1405 of the Florida Statutes.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1979 11/29/2018 9:08 AM 7 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

RESOLUTIONS

NOW, THEREFORE, incorporating the Background as true, and in consideration of the foregoing, the directors of the Corporation resolves as follows:

1. In accordance with Sections 607.1405 and 607.1421 of the Florida Statutes, and consistent with the Bylaws of the Corporation as existed on the date that the Corporation was administratively dissolved, the Directors are hereby empowered to join with GTLA to execute a corrective deed to properly vest title to the Real Estate in GTLA.

2. The Directors are hereby directed and empowered to sign such other documents as are necessary to effectuate the resolution set forth, above, and to cause such documents to be filed or recorded, as necessary, within or without the State of Florida, in order to document and evidence the foregoing.

3. This Unanimous Written Consent in Lieu of a Meeting of the Board of Directors of the Corporation may be executed in any number of separate counterparts, each of which, and any electronic transmission of the same, shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

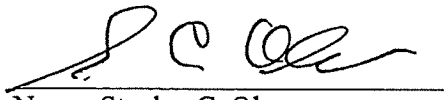
[BALANCE OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

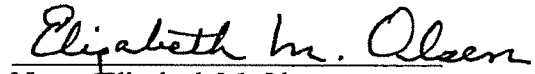
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1980 11/29/2018 9:08 AM 8 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

This Unanimous Written Consent in Lieu of a Meeting of the Board of Directors of the Corporation is entered into as of the date first written above.

BOARD OF DIRECTORS:



Name: Stanley C. Olsen



Name: Elizabeth M. Olsen

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1981 11/29/2018 9:08 AM 9 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

EXHIBIT A

Warranty Deed

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1982 11/29/2018 9:08 AM 10 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

95 4462

CHELSEA TITLE OF THE NATURE COAST, INC.
105 NORTH APOPKA AVENUE
INVERNESS, FL 34450

$ -0-
Betty Strifler,
Clerk of Circuit Court,
Citrus County, Florida
By: _____ D.C.

97 APR 11 11 30 AM
FILED & RECORDED
D.C.

Property Appraisers Parcel Identification (Folio) Numbers:
R06 19S18E 31000
Grantees SS #s:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 28th day of April, A.D. 1997 by **CARL R. ISAACSON, SR. and DONALD E. ISAACSON** herein called the grantors, to **GULF TO LAKES ASSOCIATES LTD., a Florida Limited Partnership, and MEADOWCREST DEVELOPMENT, INC., a General Partner** whose post office address is **8130 WEST CORPORATE OAKS, CRYSTAL RIVERM FLORIDA 34429**, hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in CITRUS County, State of Florida, viz:

The Northeast 1\4 of Southwest 1\4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

TOGETHER WITH an Easement for ingress and egress as described in Special Trustees Warranty Deed dated July 2, 1980 and recorded in Official Records Book 560, Page 711, Public Records of Citrus County, Florida.

THIS IS VACANT LAND. GRANTORS HEREIN WARRANT THE ABOVE DESCRIBED PROPERTY IS NOT THEIR HOMESTEAD PROPERTY AS PROVIDED FOR BY THE FLORIDA CONSTITUTION.
Subject to easements, restrictions and reservations of record and to taxes for the year 1997 and thereafter.

BK1102PG0928

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND, the grantors hereby covenant with said grantees that the grantors is/are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature
Witness #1 Printed Name: Bonnie Bridges

Witness #2 Signature
Witness #2 Printed Name: Nancy L. Galzerano

Carl R. Isaacson L.S.
CARL R. ISAACSON, SR.
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

Donald E. Isaacson L.S.
DONALD E. ISAACSON
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 28th day of April, 19 97 by CARL R. ISAACSON, SR. and DONALD E. ISAACSON who is/are personally known to me or have produced Drivers license as identification.

SEAL

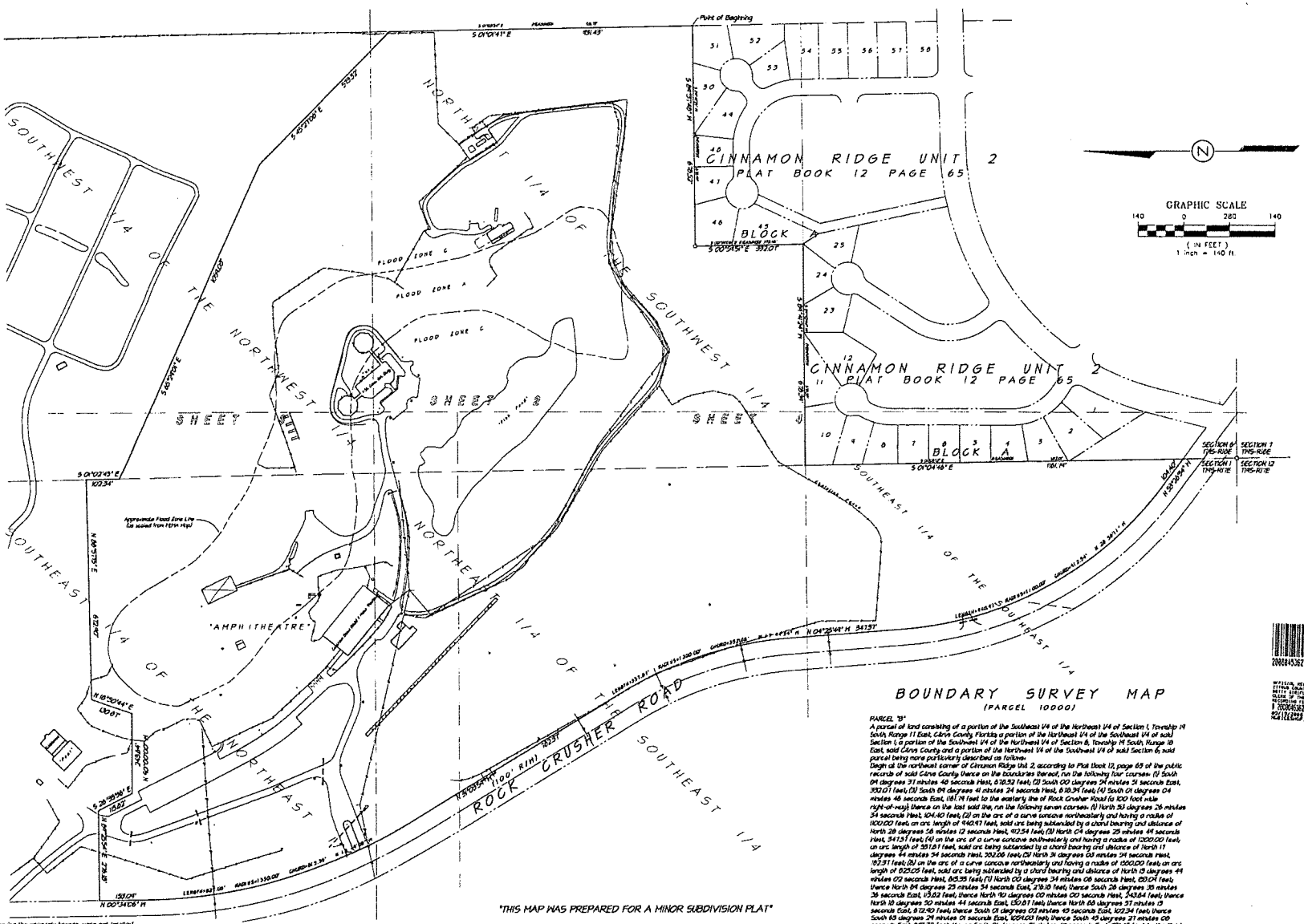
OFFICIAL NOTARY SEAL
NANCY L GALZERANO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC394911
MY COMMISSION EXP. MAR. 24, 1998

My Commission Expires:

Nancy L Galzerano
Notary Signature
Nancy L. Galzerano
Printed Notary Signature

File # 97-1801

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



BOUNDARY SURVEY MAP

(PARCEL 10000)

PARCEL "B"

A parcel of land consisting of a portion of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 14 South, Range 11 East, Clay County, Florida, a portion of the Northeast 1/4 of the Southeast 1/4 of said Section 1, a portion of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 14 South, Range 12 East, said Clay County and a portion of the Northwest 1/4 of the Southwest 1/4 of said Section 6, said parcel being more particularly described as follows:

Begin at the northeast corner of Cinnamon Ridge Unit 2, according to Plat Book 12, page 65 of the public records of said Clay County; thence on the boundaries thereof, run the following four courses: (1) South 89 degrees 37 minutes 48 seconds West, 818.52 feet; (2) South 00 degrees 24 minutes 51 seconds East, 392.07 feet; (3) South 89 degrees 41 minutes 24 seconds West, 810.74 feet; (4) South 01 degrees 04 minutes 46 seconds East, 181.74 feet to the easterly line of Rock Crusher Road (a 100 foot wide right-of-way); thence on the last said line, run the following seven courses: (1) North 53 degrees 26 minutes 34 seconds West, 104.40 feet; (2) on the arc of a curve concave northeasterly and having a radius of 1100.00 feet, an arc length of 940.97 feet, said arc being subtended by a chord bearing and distance of North 28 degrees 26 minutes 12 seconds West, 912.54 feet; (3) North 04 degrees 25 minutes 44 seconds West, 341.31 feet; (4) on the arc of a curve concave southeasterly and having a radius of 1200.00 feet, an arc length of 351.81 feet, said arc being subtended by a chord bearing and distance of North 11 degrees 44 minutes 34 seconds West, 350.66 feet; (5) North 31 degrees 03 minutes 24 seconds West, 197.31 feet; (6) on the arc of a curve concave northeasterly and having a radius of 1500.00 feet, an arc length of 825.25 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 44 minutes 02 seconds West, 815.35 feet; (7) North 00 degrees 34 minutes 08 seconds West, 693.04 feet; thence North 89 degrees 25 minutes 34 seconds East, 278.10 feet; thence South 28 degrees 35 minutes 36 seconds East, 1153.21 feet; thence North 90 degrees 00 minutes 00 seconds West, 343.84 feet; thence North 18 degrees 50 minutes 44 seconds East, 130.87 feet; thence North 68 degrees 37 minutes 13 seconds East, 872.90 feet; thence South 01 degrees 02 minutes 45 seconds East, 1023.34 feet; thence South 63 degrees 29 minutes 01 seconds East, 1059.03 feet; thence South 43 degrees 27 minutes 09 seconds East, 313.32 feet; thence South 01 degrees 01 minutes 47 seconds East, 181.43 feet to the Point of Beginning.

Containing 1021.87 acres, more or less, in area.

CERTIFIED TO: Civil to Lakes Associates, Ltd

"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"

SHEET 1 OF 6 SHEETS

RECEIVED
MSP-07-07
JAN 19 2008

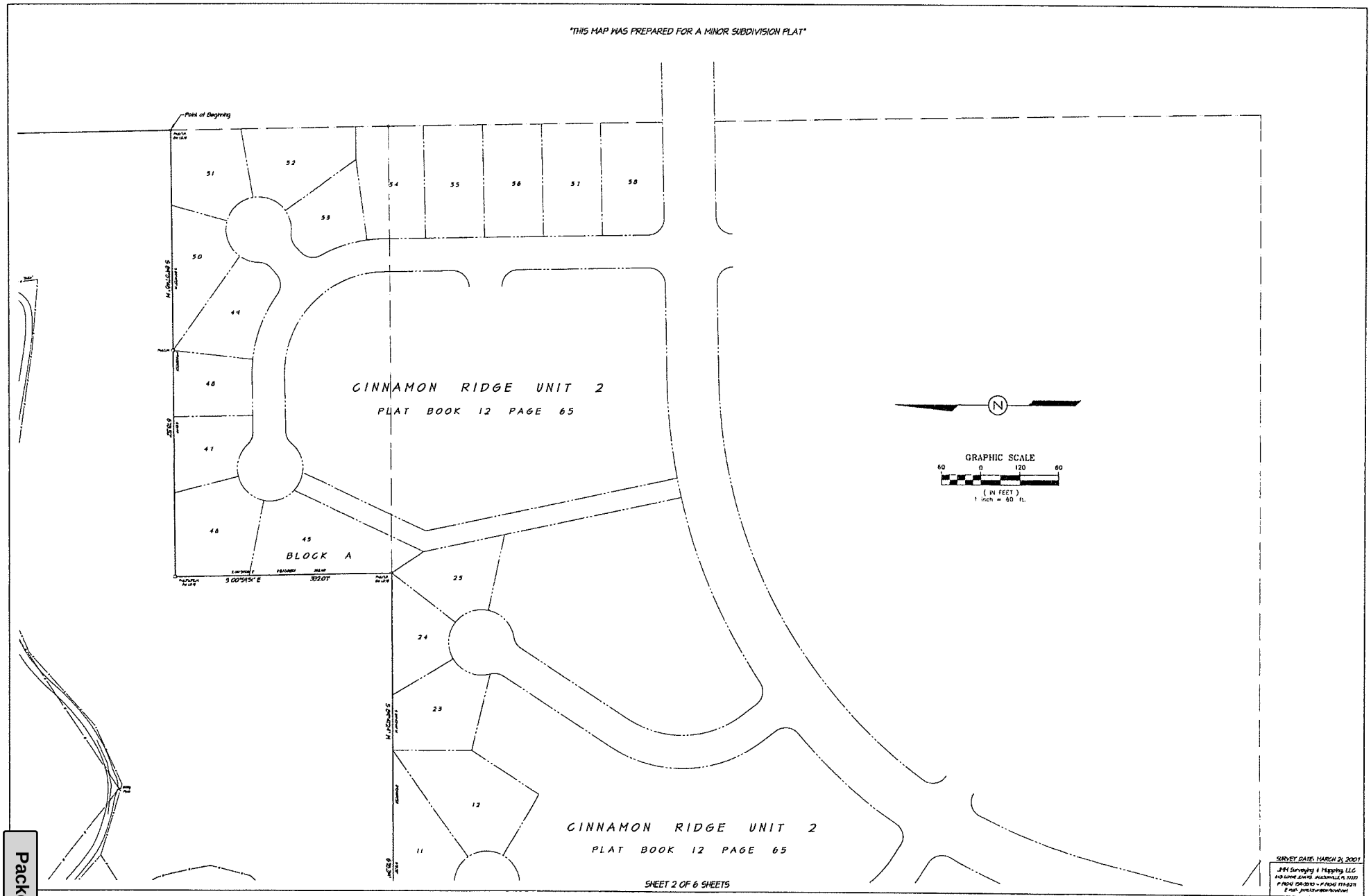
SURVEY DATE: JAN. 23, 2006

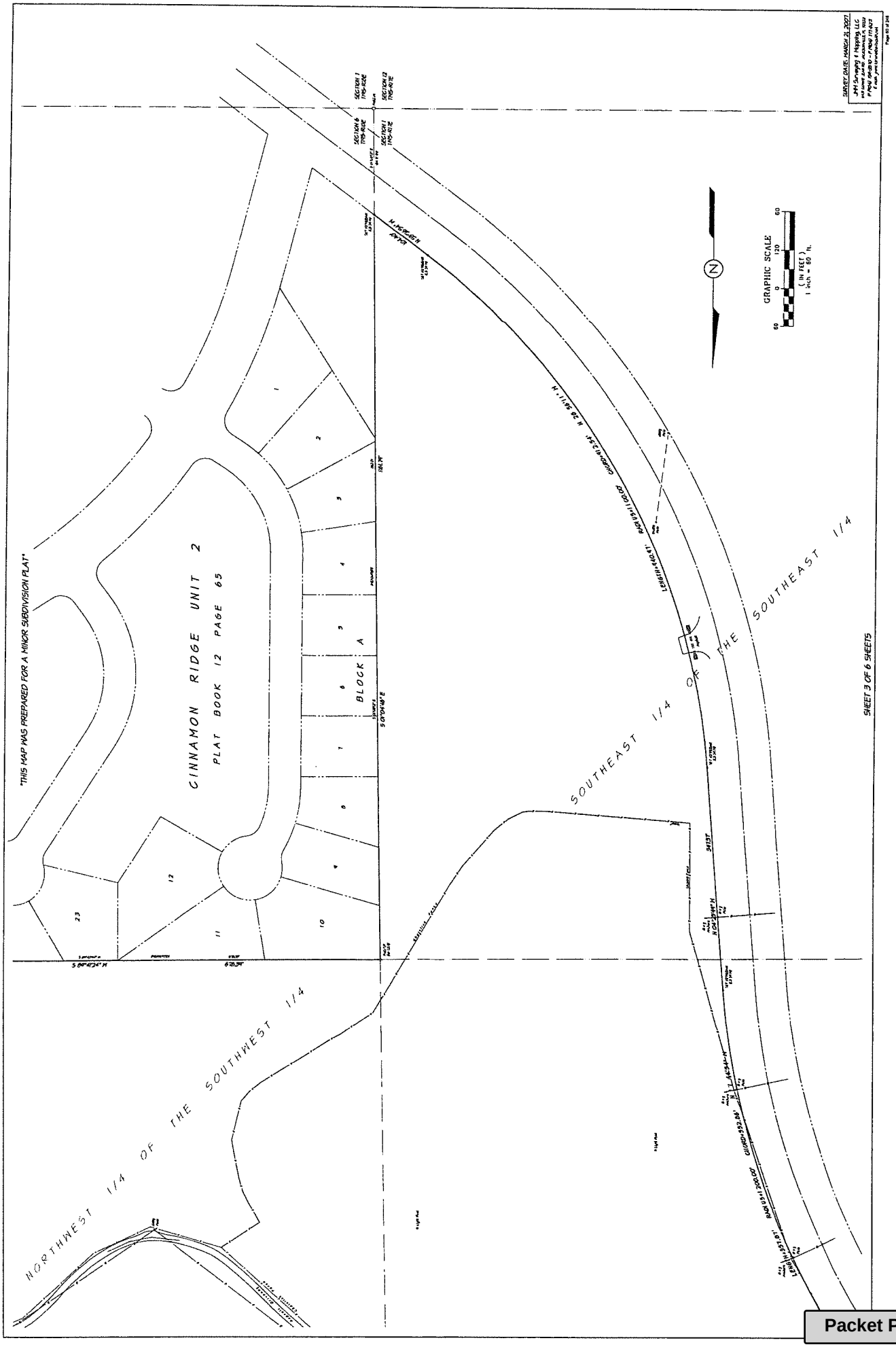
JHH Surveying & Mapping, LLC
643 COMO DRIVE JACKSONVILLE, FL 32233
PHONE 904-268-1810 - FAX 904 777-8278
E-mail: jhhsurveying@bellsouth.net

2008045362 6 PGS

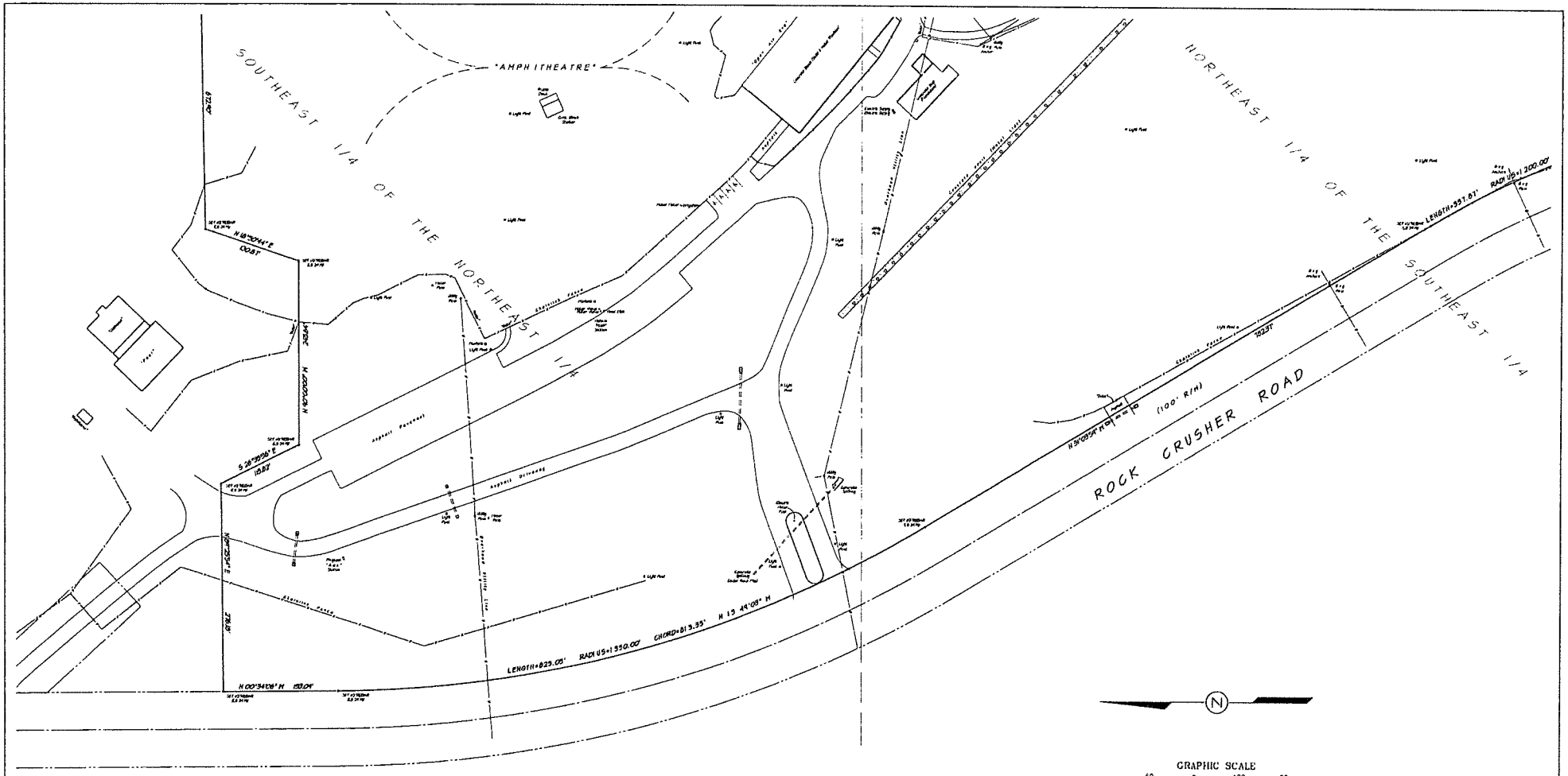
GENERAL NOTES:

Underground improvements/utilities crossing or serving the property hereon, were not located.
The property hereon was not abstracted for covenants, restrictions or easements of record.
Bearings hereon are based on N 00°34'08" H for the right-of-way line of Rock Crusher Road.
According to Federal Emergency Management Agency Flood Insurance Rate Map, Community Number 120063 0210 B, Dated August 15, 1984, the property shown hereon is situated in ZONE A and C.
THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.


"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"
Point of Beginning
51
52
53
54
55
56
57
58
50
49
48
47
46
45
BLOCK A
S 00°51'51" E
302.07'
CINNAMON RIDGE UNIT 2
PLAT BOOK 12 PAGE 65
25
24
23
12
11
CINNAMON RIDGE UNIT 2
PLAT BOOK 12 PAGE 65
N
GRAPHIC SCALE
60 0 120 60
(IN FEET)
1 inch = 60 ft.
SURVEY DATE: MARCH 21, 2001
SHEET 2 OF 6 SHEETS



Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



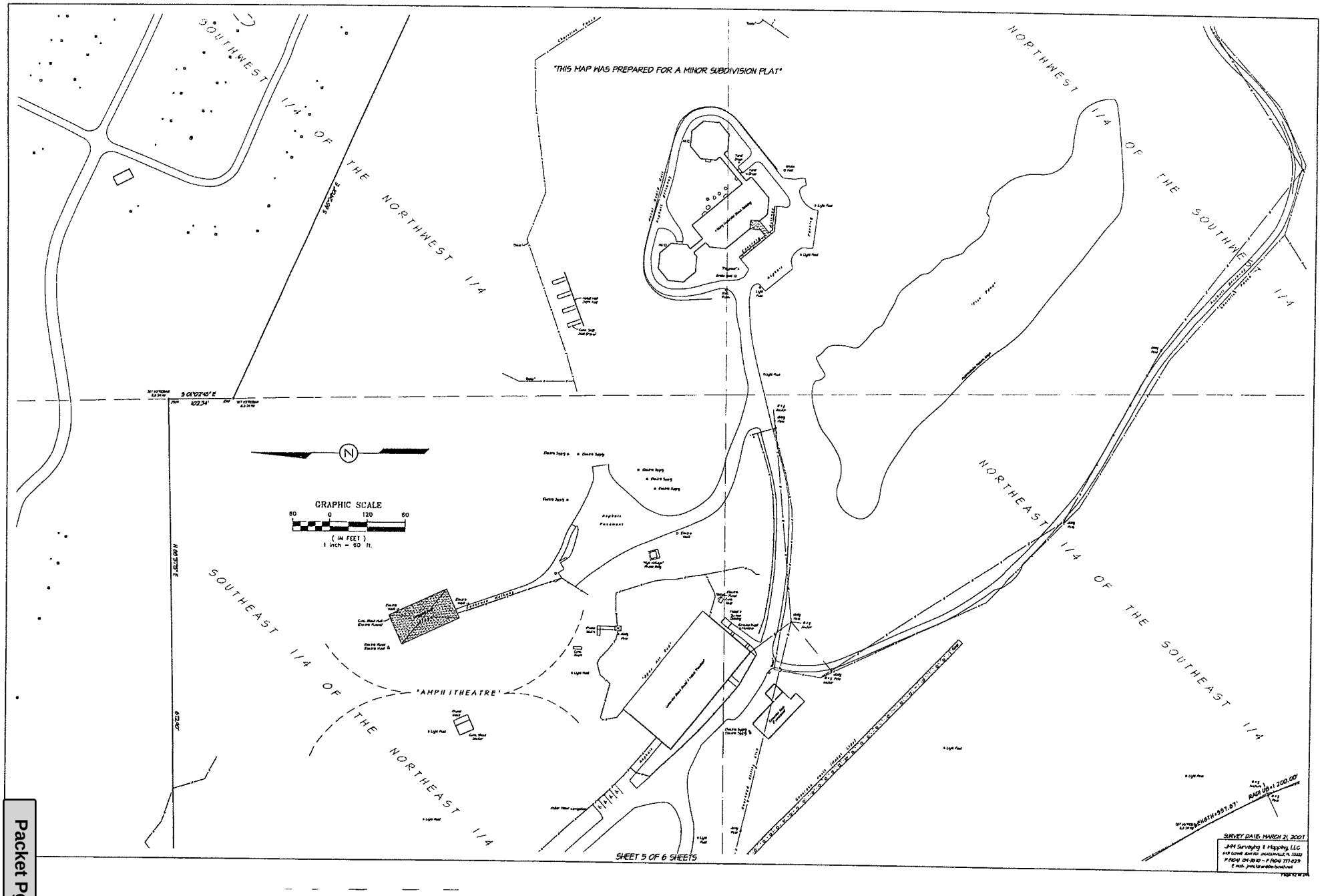
"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"

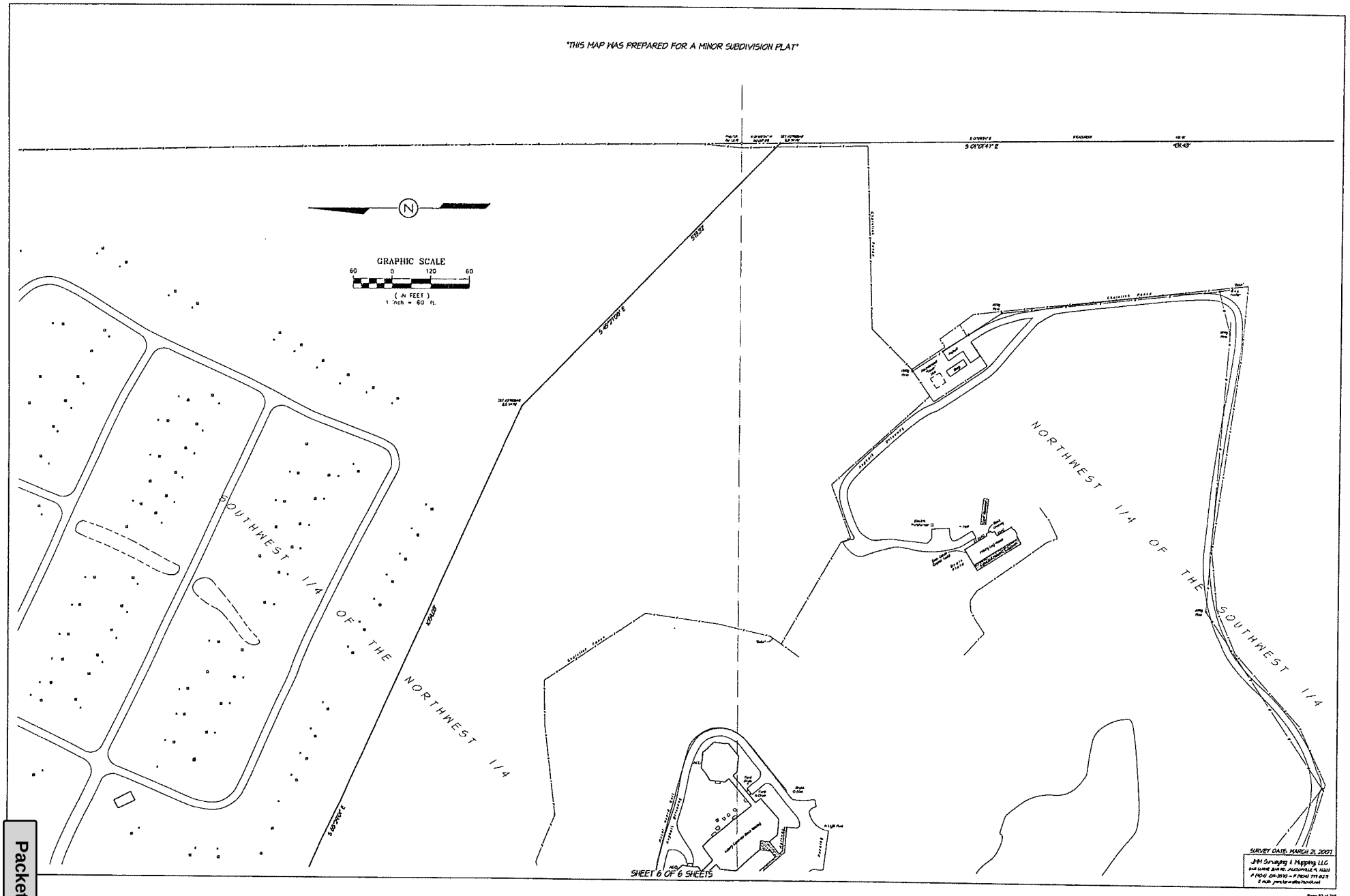
SURVEY DATE: JAN. 23, 2008

JHH Surveying & Mapping, LLC

SHEET 4 OF 6 SHEETS

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)


"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"
SOUTHWEST 1/4 OF THE NORTHWEST 1/4
NORTHWEST 1/4 OF THE SOUTHWEST 1/4
NORTHEAST 1/4 OF THE SOUTHEAST 1/4
SOUTHEAST 1/4 OF THE NORTHEAST 1/4
S 01°02'45" E
102.34'
GRAPHIC SCALE
60 0 120 60
(IN FEET)
1 inch = 60 ft.
"AMPHITHEATRE"
SHEET 5 OF 6 SHEETS
SURVEY DATE: MARCH 21, 2001


"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"
GRAPHIC SCALE
60 0 120 60
(IN FEET)
1 inch = 60 ft.
S 89°27'19" E
S 89°27'19" E
S 89°27'19" E
SOUTHWEST 1/4 OF THE NORTHWEST 1/4
NORTHWEST 1/4 OF THE SOUTHWEST 1/4
SHEET 6 OF 6 SHEETS
SURVEY DATE: MARCH 21, 2007

@

THIS INSTRUMENT PREPARED BY:
RETURN TO:

J. STEPHEN PULLUM, ATTORNEY
PULLUM & PULLUM, P.A.
1330 W. Citizens Blvd., Suite 701
Leesburg, FL 34748
352-728-3060

Property Appraiser Parcel I.D. Number(s):
02-19S-17E-11000

1293276 5 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $28.00
DOCUMENTARY TAX: $0.70
1293276 BK:1549 PG:1519-1523
11/14/2002 10:29 AM 5 PGS
BNICHOLS,DC Receipt #014750

TRUSTEE'S WARRANTY DEED

THIS WARRANTY DEED made and executed the 1st day of July, 2002, by LEMUEL E. CUNNINGHAM and NAOMI RUTH CUNNINGHAM as Trustees of the CUNNINGHAM FAMILY LAND TRUST, dated December 15, 1982, hereinafter called the grantor, to NAOMI RUTH CUNNINGHAM and LEMUEL E. CUNNINGHAM, as Trustees of the NAOMI RUTH CUNNINGHAM LIVING TRUST AGREEMENT, dated December 15, 1982, as amended, as to an 84.78% interest, ROY F. CUNNINGHAM, as to a 7.61% interest and AMY R. WHITE, as to a 7.61% interest, having a mailing address of 7000 West Seven Rivers Drive, Crystal River, Florida 34429, hereinafter called the grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Citrus County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Subject to all easements, rights of way and restrictions of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the grantors hereby covenant with said grantees that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except easements and restrictions of record, and taxes accruing subsequent to December 31, 2001; that the grantors are duly appointed, qualified, and acting in the fiduciary capacity described in the deed; that they are duly authorized to make and enter into the sale and conveyance of the real estate; and in all proceedings relating to the sale and conveyance, they have complied with the requirements of all relevant statutes relating to fiduciaries concerning any required public or private notice, court hearings, and court permission or orders obtained.

IN WITNESS WHEREOF, the grantors have caused these presents to be executed in their name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: CHERYL W. BROGAN

LEMUEL E. CUNNINGHAM, as Trustee of the CUNNINGHAM FAMILY LAND TRUST
7000 West Seven Rivers Drive
Crystal River, FL 34429

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Name: Thomas M. VanCamp, Jr.

Naomi Ruth Cunningham

NAOMI RUTH CUNNINGHAM, as Trustee of the CUNNINGHAM FAMILY LAND TRUST
7000 West Seven Rivers Drive
Crystal River, FL 34429

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LEMUEL E. CUNNINGHAM and NAOMI RUTH CUNNINGHAM, as Trustees of the CUNNINGHAM FAMILY LAND TRUST. Said persons did not take an oath and (check one) ✓ are personally known to me, _____ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or _____ produced other identification, to wit: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of July, 2002.

Printed Name: _____
Notary Public State of Florida
Commission Number: _____
My Commission Expires: _____

J. STEPHEN PULLUM
My Comm Exp. 2/18/05
No. DD 002140
[ ] Personally Known [ ] Other I.D.

(L:\Book\WDfromLandTrust2002.lhh)

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT "A"

Parcel 1:
That part of the North 1/2 of the Northwest 1/4 of Section 1, Township 19 South, Range 17 East, lying South and West of Seven Rivers Drive f/k/a Rock Crusher Road.

Parcel 2:
The Southwest 1/4 and the South 1/2 of the Northwest 1/4 of Section 1, Township 19 South, Range 17 East.

Parcel 3:
The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 19 South, Range 17 East.

Parcel 4:
The South 1/2 of the Northeast 1/4 of the Northeast 1/4, and the East 3/4 of the Southeast 1/4 of the Northeast 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the Southeast 1/4 of Section 2, all in Township 19 South, Range 17 East.

Parcel 5:
The West 1/2 of the Southwest 1/4 of Section 31, Township 18 South, Range 18 East.

Parcel 6:
The Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 17 East.
LESS: Commence at the Southeast corner of Section 36, Township 18 South, Range 17 East thence N 0°54'14" West along the East line of said Section 36 a distance of 80 feet, thence South 89°36'16" West parallel with the South line of said Section 36 a distance of 19.13 feet to the point of beginning, thence continue South 89°36'16" West parallel with said South line 170 feet, thence North 0°23'44" West 170 feet, thence North 89°36'16" East parallel with said South line 170 feet, thence South 0°23'44" East 170 feet to the point of beginning.
Contains 0.6635 Acres M.O.L.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Parcel 7:
The Northwest 1/4 of the Northwest 1/4 of Section 6, Township 19 South, Range 18 East; and the East 1/2 of the Northwest 1/4 of Section 6, Township 19 South, Range 18 East.

Parcel 8:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 17 East, lying South of a 50 foot wide County Road as shown on the plat of Crystal Paradise Estates Unit 2, as recorded in Plat Book 4, page 88, Public Records of Citrus County, Florida, said County Road also designated as Country Club Lane by the Board of County Commissioners of Citrus County, Florida.

Parcel 9:
A PORTION OF PARCEL 13000 IN THE SW 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS: That portion of lands lying in the West 1/2 of the Northeast 1/4 of Section 2, Township 19 South, Range 17 East, Citrus County, Florida, being more particularly described as follows: Begin at the Southeast corner of said West 1/2 of the Northeast 1/4; thence run N 0°27'07" E along the East line of said West 1/2 of the Northeast 1/4 a distance of 1335.46 feet to the Northeast corner of the South 1/2 of said West 1/2 of the Northeast 1/4; thence run N 89°16'23" W along the North line of said South 1/2 of the West 1/2 of the Northeast 1/4 a distance of 326.03 feet; thence run S 0°27'07" W parallel to said East line of the West 1/2 of the Northeast 1/4 a distance of 1336.71 feet to a point on the South line of said West 1/2 of the Northeast 1/4; thence run S 89°29'39" E along said South line of the West 1/2 of the Northeast 1/4 a distance of 326.03 feet to the Point of Beginning.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

1268333 2 PGS

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Stanley C. Olsen
2600 W. Black Diamond Circle
Lecanto, FL 34461
Property Appraisers Parcel Identification (Folio) Numbers:

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $10.50
DOCUMENTARY TAX: $0.70
1268333 BK:1517 PG:2133-2134
07/08/2002 01:31 PM 2 PGS
KHUGAR,DC Receipt #000102

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS CORPORATE WARRANTY DEED, made the 13th day of ~~May~~ June, 2002 by Gulf to Lakes Associates, LTD, a Florida Limited Partnership, herein called the grantor, to Hugh Gordon Caldwell, Jr. and Elizabeth Ann Caldwell, husband and wife whose post office address is 715 South Curry Point, Homosassa, FL 34448, hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Citrus County, State of Florida, viz.:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND, the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Beverly L. Partain
Witness #1 Signature
Beverly L. Partain
Witness #1 Printed Name
Brenda E. Belcher
Witness #2 Signature
Brenda E. Belcher
Witness #2 Printed Name

Meadowcrest Development, Inc., a Florida Corporation, General Partner

By: Stanley C. Olsen, President
1506 N. Meadowcrest Blvd., Crystal River, FL 34429

Stanley C. Olsen, General Partner
2600 W. Black Diamond Circle, Lecanto, FL 34461

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 13th day of ~~May~~ June, 2002 by Stanley C. Olsen, President of Meadowcrest Development, Inc., a Florida Corporation, General Partner and Stanley C. Olsen, General Partner of Gulf to Lakes Associates, LTD., a Florida Limited Partnership on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

SEAL

Beverly L Partain
My Commission DD045320
Expires July 26, 2005

My Commission Expires:

Beverly L. Partain
Notary Signature
Beverly L. Partain
Printed Name of Notary

Return to Citrus Land
Title, Inc.
File # C3P[illegible]

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit "A"

Commence at the Northwest corner of the South ½ of the Southeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 6, Township 19 South, Range 18 East, Citrus County, Florida, said point also being the Northwest corner of Lot 46, Block A, of CINNAMON RIDGE UNIT 2 as recorded in Plat Book 12, page 65, of the Public Records of Citrus County, Florida, thence North 89 degrees 42' 23" East 127.24 feet along the North line of said Southeast ¼ of the Northwest ¼ of the Southwest ¼ said line also being the North line of Lot 46, Block A, CINNAMON RIDGE UNIT 2, recorded in Plat Book 12, page 65, Public Records of Citrus County, Florida, to the Northeast corner of said Lot 46, also being the Northwest corner of Lot 47, Block A of said Plat of CINNAMON RIDGE UNIT 2 and the Point of Beginning. Thence North 89 degrees 37' 39" East 116.39 feet along the North line of said Lot 47, Block A tot he Northeast corner of said Lot 47, Block A, thence along the Northerly extension of the Easterly line of said Lot 47 North 00 degrees 53' 29" West 23.61 feet, thence South 89 degrees 19' 42" West 122.48 feet to a point on a Northwesterly projection of the Westerly boundary of said Lot 47 thence South 14 degrees 34' 12" East along said Northwesterly projection 25.76 feet to the Point of Beginning.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Nancy L. Galzerano 97-18IN
CHELSEA TITLE OF THE NATURE COAST, INC.
105 NORTH APOPKA AVENUE
INVERNESS, FL 34450

Property Appraisers Parcel Identification (Folio) Numbers:
R06 19S18E 31000
Grantees SS #s:

Documentary Tax Paid
$644.00
Intangible Tax Paid
$ 0
Betty Strifler,
Clerk of Circuit Court,
Citrus County, Florida
By: _____ D.C.

'97 APR 30 AM 11 11

95 4162

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 28th day of April, A.D. 1997 by **CARL R. ISAACSON, SR. and DONALD E. ISAACSON** herein called the grantors, to **GULF TO LAKES ASSOCIATES LTD., a Florida Limited Partnership, and MEADOWCREST DEVELOPMENT, INC., a General Partner** whose post office address is **6130 WEST CORPORATE OAKS, CRYSTAL RIVERM FLORIDA 34429**, hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in CITRUS County, State of Florida, viz:

The Northeast 1\4 of Southwest 1\4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

TOGETHER WITH an Easement for ingress and egress as described in Special Trustees Warranty Deed dated July 2, 1980 and recorded in Official Records Book 560, Page 711, Public Records of Citrus County, Florida.

THIS IS VACANT LAND. GRANTORS HEREIN WARRANT THE ABOVE DESCRIBED PROPERTY IS NOT THEIR HOMESTEAD PROPERTY AS PROVIDED FOR BY THE FLORIDA CONSTITUTION.
Subject to easements, restrictions and reservations of record and to taxes for the year 1997 and thereafter.

BK 1182 PG 0928

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND, the grantors hereby covenant with said grantees that the grantors is/are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature: Bonnie Bridges
Witness #1 Printed Name: Bonnie Bridges

Witness #2 Signature: Nancy L. Galzerano
Witness #2 Printed Name: Nancy L. Galzerano

Carl R. Isaacson L.S.
CARL R. ISAACSON, SR.
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

Donald E. Isaacson L.S.
DONALD E. ISAACSON
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 28th day of April, 19 97 by CARL R. ISAACSON, SR. and DONALD E. ISAACSON who is/are personally known to me or have produced Drivers License as identification.

SEAL

My Commission Expires:

OFFICIAL NOTARIAL SEAL
NANCY L GALZERANO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC359131
MY COMMISSION EXP. MAR. 24, 1998

Nancy L Galzerano
Notary Signature
Nancy L. Galzerano
Printed Notary Signature

File # 97-18IN

If there is printing unsatisfactory in this document when received.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

MKT $3,500.00 S/S 1 INDEX

Documentary Tax Paid
$ 3,500.00
Intangible Tax Paid
$ - 0 -
Cathy Strifler
Clerk of Circuit Court
Citrus County, Florida
By: CAS D.C.

'95 JUN 22 PM 12 22
VERIFIED BY:
CAS D.C.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

863316

RECORD AND
Return To: Chicago Title Co. Inc.
File # B95-48555

QUIT CLAIM DEED

THIS QUIT CLAIM DEED executed this 14th day of June, 1995, by GE CAPITAL SPACENET SERVICES, INC., a Delaware Corporation, (FEI# _____), f/k/a GE Spacenet Corporation, GTE Satellite Corporation, and GTE Spacenet Corporation, whose mailing address is 1750 Old Meadow Road, McLean, VA 22102, hereinafter referred to as "First Party", to GULF TO LAKES ASSOCIATES, LTD., a Florida Limited Partnership, (FEI# _____), whose post office address is 2600 West Black Diamond Circle, Lecanto, FL 34461, hereinafter referred to as "Second Party":

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said First Party, for and in consideration of Ten and No/100 Dollars, Party of the First Part does hereby remise, release, and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Citrus, State of Florida, and more particularly described on Exhibit "A" attached.

Parcel No. 34100/34200/12000

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behoof of the said Second Party forever.

BK 1086 PG 0199

NOTE: The Board of County Commissioners of Citrus County, Florida, is not responsible for nor is any other governmental agency responsible for maintenance or improvement of any drive, road, street, easement or right-of-way providing ingress and egress to the property herein convey.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in our presence as witnesses:

Lesley B. Klein
Lesley B. Klein
Please print name

Edward J. Lynn
Edward J. Lynn JR.
Please print name

GE CAPITAL SPACENET SERVICES, INC.
a Delaware Corporation

By Gino O. Picasso
Gino Picasso,
Title: President

Attested to by:

By Mark P Bresnahan
Print Name Mark P Bresnahan
Title Secretary

BK 1086 PG 0200

STATE OF VIRGINIA
COUNTY OF FAIRFAX

I HEREBY CERTIFY that on this 14th day of June, 1995, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared GINO PICASSO and MARK P. BRESNAHAN as President and SECRETARY, respectively, of GE CAPITAL SPACENET SERVICES, INC., a Delaware Corporation, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein contained, that they are personally known to me. ~~or produced~~ ~~as identification.~~

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June, 1995.

Wanda M. Lotta
Notary Public

My commission expires: MAY 31, 1999

THIS INSTRUMENT PREPARED BY:

DANIEL HICKS, P.A.
Hicks & MacQuarrie
Post Office Drawer 1088
Ocala, FL 34478-1088
(904) 351-3353
Florida Bar No. 0145139

LEGAL3047.agm

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Parcel 12000, of Section 1, Township 19S, Range 17E and Parcels 34100 and 34200 of Section 6, Township 19S, Range 18E an unrecorded subdivision further described as follows:
Begin at the NE corner of the NE 1/4 of SE 1/4 of Section 1, Township 19 South, Range 17 East, thence S 0° 59' 3" E along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE 1/4 of SE 1/4, thence N 27° 30' 41" W 1491.14 feet to the NW corner of the said E 1/2 of said NE 1/4 of SE 1/4, thence N 89° 37' 21" E along the North line of said NE 1/4 of SE 1/4, a distance of 665.82 feet to the Point of Beginning.
AND
The SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17E, Citrus County, Florida.
AND
An 80 foot wide road right-of-way described as follows: Commence at the SW corner of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17E, thence N 0° 52' 53" W along the West line of said SE 1/4 of the SE 1/4 of the NE 1/4, a distance of 124.21 feet to the Point of Beginning, thence N 43°21'13" W 164.47 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P.T. of said curve, thence N 26° 30' 35" W 544.88 feet to the P.C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P.T. of said curve, thence N 42° 46' 44" W 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from measured at right angles to the centerline of the existing pavement of said Rock Crusher Road, thence N 8° 47' 29" W along said right-of -way line a distance of 143.11 feet, thence leaving said right-of-way line S 42° 46' 44" E 282.60 feet to the P.C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P.T. of said curve, thence S 26° 30' 35" E 544.88 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38' and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P.T. of said curve, thence S 43° 21' 13" E 77.08 feet to a point on the West line of said SE 1/4 of SE 1/4 of NE 1/4, thence S 0° 52' 53" E along said West line a distance of 118.48 feet to the Point of Beginning.
LESS AND EXCEPT THE FOLLOWING:
Begin at the intersection of the Northeasterly right-of-way line of an 80 foot wide road as described in deed recorded in Official Record Book 624, page 1179 and 1180, public records of Citrus County, Florida and the East right-of-way of North Rock

BK1086PG1201

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Crusher Road, as shown on Citrus County Prescriptive Road, Plat Book 1, pages 53 to 62, inclusive, public records of Citrus County, Florida, thence S 42° 49' 21" E along the Northeasterly right-of-way line of said 80 foot wide road a distance of 25.62 feet, thence S 0° 34' 06" E 99.62 feet to a point on the East right-of-way line of said North Rock Crusher Road, thence N 8° 50' 05" W along said East right-of-way line a distance of 119.83 feet to the Point of Beginning.

AND

The N 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 and the SW 1/4 of NW 1/4 of SW 1/4 and the N 1/2 of the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 6, Township 19S, Range 18E, LESS AND EXCEPT that portion conveyed in Official Record Book 622, page 1306, public records of Citrus County, Florida.

BK1086PG0202

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

also described as

Parcel 12000, of Section 1, Township 19S, Range 17 E and Parcels 34100 and 34200 of Section 6, Township 19S, Range 18E an unrecorded subdivision further described as follows:
Begin at the NE corner of the NE 1/4 of SE 1/4 of Section 1, Township 19 South, Range 17 East, thence S 0° 59' 3" E along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE 1/4 of SE 1/4, thence N 27° 30' 41" W 1491.14 feet to the NW corner of the said E 1/2 of said NE 1/4 of SE 1/4, thence N 89° 37' 21" E along the North line of said NE 1/4 of SE 1/4, a distance of 665.82 feet to the Point of Beginning.
AND
The SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17E, Citrus County, Florida.
AND
AN 80 foot wide road right-of-way described as follows: Commance at the SW corner of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17 E, thence N 0° 52' 53" W along the West line of said SE 1/4 of the SE 1/4 of the NE 1/4, a distance of 124.21 feet to the Point of Beginning, thence N 43° 21' 13" W 164.47 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P.T. of said curve, thence N 26° 30' 35" W 544.88 feet to the P.C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P.T. of said curve, thence N 42° 46' 44" W 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from measured at right angles to the centerline of the existing pavement of said Rock Crusher Road, thence N 8° 47' 29" W along said right-of-way line a distance of 143.11 feet, thence leaving said right-of-way line S 42° 46' 44" E 282.60 feet to the P.C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P.T. of said curve, thence S 26° 30' 35" E 544.88 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P.T. of said curve, thence S 43° 21' 13" E 77.08 feet to a point on the West line of said SE 1/4 of SE 1/4 of NE 1/4, thence S 0° 52' 53" E along said West line a distance of 118.48 feet to the Point of Beginning.
LESS AND EXCEPT THE FOLLOWING:
Begin at the intersection of the Northeasterly right-of-way line of an 80 foot wide road as described in deed recorded in Official Record Book 624, page 1179 and 1180, public records of Citrus County, Florida and the East right-of-way of North Rock Crusher Road, as shown on Citrus County Prescriptive Road, Plat Book 1, pages 53 to 62, inclusive, public records of Citrus County, Florida, thence S 42° 49' 21" E along the Northeasterly right-of-way line of said 80 foot wide road a distance of 25.62 feet, thence S 0° 34' 06" E 99.62 feet to a point on the East right-of-way line of said North Rock Crusher Road, thence N 8° 50' 05" W along said East right-of-way line a distance of 119.83 feet to the Point of Beginning.
AND
The N 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 and the SW 1/4 of NW 1/4 of SW 1/4 and the N 1/2 of the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 6, Township 19S, Range 18E, LESS AND EXCEPT that portion conveyed in Official Record Book 622, page 1306, public records of Citrus County, Florida.

BK 1086 PG 0203

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

MC 10.50
$220.00

CRYSTAL RIVER TITLE COMPANY, INC.

THIS WARRANTY DEED, Made this 2ND day of JANUARY, A. D. 1991

between ROY F. CUNNINGHAM AND AMY R. CUNNINGHAM, AS JOINT TENANTS WITH RIGHT OF SURVIVIORSHIP

hereinafter called the Grantor, and

CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

whose mailing address is:

C/O OFFICE OF COUNTY ATTORNEY-107 N. PARK AVE., SUITE 8 INVERNESS, FL. 32650

hereinafter called the Grantee,

WITNESSETH, That the said Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable considerations to said Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said Grantee, and Grantee's heirs, or successors, and assigns forever, all that certain parcel of land in the County of Citrus and State of Florida, to wit:

FOR LEGAL DESCRIPTION-SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO easement of record.

"The lands described shall only be used for road right-of-way and utility purposes. Grantor does hereby reserve an easement for ingress and egress to its abutting lands."

'91 JAN 4 PM 1

VERIFIED BY:

GRANTOR WARRANTS AND CERTIFIES THAT THE HEREIN DESCRIBED LAND DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR AS DEFINED BY THE CONSTITUTION OF THE STATE OF FLORIDA.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

657326

OR BK 0881 PG 0218

1 0 5 1 8

STATE OF FLORIDA
DOCUMENTARY STAMPS
FEB JAN 1991
$220.00

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for year 1990 and subsequent.

("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

Signed, Sealed and Delivered in Our Presence:

(Wit.) Mary A. DeRocha

(Wit.) Helen V. Lawson

(Wit.)

(Wit.)

ROY F. CUNNINGHAM (Seal)

(Seal)

AMY R. CUNNINGHAM (Seal)

(Seal)

State of Florida

County of Citrus

I HEREBY CERTIFY, That on this 2ND day of JANUARY, A. D., 19 91 before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROY F. CUNNINGHAM AND AMY R. CUNNINGHAM, AS JOINT TENANTS WITH RIGHTS OF SURVIVIORSHIP to me known to be the person described in and who executed the foregoing conveyance and acknowledged before me that he executed the same.

WITNESS My signature and official seal in the County and State last aforesaid.

Mary A. DeRocha
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Nov 19, 1991

RG PRINTERS CO., Inverness, FL (904) 726-2026 Forms 4 WD/CRTC

This instrument was prepared by:
JACK GEISINGER, of Crystal River Title Company, Inc.
Post Office Box 1437
Crystal River, FL 32629
incident to the issuance of a title insurance policy.

RETURN TO:
Crystal River Title Co., Inc.

File # 90-37870

A/K#2516101 PARCEL # 22210

PARCEL NO.

A/K#2516097 PARCEL # 33100

(Affix Notary Seal above)

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

E X H I B I T "A"

The South 80 feet of the SE 1/4 of the SE 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 17 East, Citrus County, Florida, Subject to a 35 foot wide easement over and across the South 35 feet thereof as described in deed recorded in Official Record Book 578, page 1795, public records of Citrus County, Florida.
AND the South 80 feet of the E 1/2 of the W 1/2 of the SW 1/4 and the South 80 feet of the W 1/2 of the W 1/2 of the SW 1/4 all being in Section 31, Township 18 South, Range 18 East, Citrus County, Florida, Subject to a 35 foot wide easement over and across the South 35 feet thereof as described in deed recorded in Official Record Book 578, page 1795, public records of Citrus County, Florida.

BK0881PG0219

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

At the meeting of the Board of County Commissioners of Citrus County, Florida, held in the Citrus County Courthouse at Inverness, Florida, at 1:15 o'clock P.M. on the 20th day of February, 1990, Commissioner Hudson introduced and moved the adoption of the following:

RESOLUTION NO. 90 - 30

WHEREAS, this Board adopted a resolution calling a public hearing to determine the advisability of closing, vacating, abandoning and discontinuing the existing street, alleyway, road, highway or other place used for travel to be held in the County Commissioners' Room in the Citrus County Courthouse at Inverness, Florida, at 1:15 P.M. on the 20th day of February, 1990, and

WHEREAS, Notice of such hearing was published in accordance with the law, and

WHEREAS, hearing has been held in accordance with such Resolution, Notice and the law pertaining thereto, and

WHEREAS, this Board has determined that said portion of that certain street, alleyway, road, highway or other place used for travel should be closed, vacated, discontinued and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this 20th day of February, 1990, as follows:

1. That the portion of the street, alleyway, road, highway or other place used for travel described on the attached Exhibit "A", which is hereby made a part hereof by reference, be and the same is hereby closed, vacated, abandoned and discontinued effective the 1st day of September, 1990.

2. That this Resolution be signed by the Chairman of this Board, attested by the Clerk of this Board and that the seal of this Board be affixed thereto and recorded in the Public Records of this County.

3. That notice of the adoption of this Resolution be published in a weekly newspaper authorized by law to publish legal notices in Citrus County, Florida within thirty days from this date.

BK0847PG0150

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Said motion seconded by Commissioner Cohen and carried.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

BY: Wilbur H. Langley Sr.
WILBUR H. LANGLEY, SR.
CHAIRMAN

Betty Strifler
BETTY STRIFLER, CLERK

SEAL

FILED AND RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

'90 MAR 6 PM 2 37

VERIFIED BY:
D.C.

619303

APPROVED AS TO FORM AND CORRECTNESS:

Larry M. Haag
LARRY M. HAAG
COUNTY ATTORNEY

BK0847PG0151

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit "A"

(PARCEL 1)
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0°59'40"E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44"W ALONG SAID RIGHT-OF-WAY LINE 50.36 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 75°44'44"W ALONG SAID RIGHT-OF-WAY LINE 40.49 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°10'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.98 FEET), THENCE N 53°26'34"W ALONG SAID RIGHT-OF-WAY LINE 307.60 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'30"W AND 235.07 FEET), THENCE N 14°53'19"E ALONG SAID RIGHT-OF-WAY LINE 102.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED NORTH EASTERLY HAVING A CENTRAL ANGLE OF 24°43'42" AND A RADIUS OF 1200 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 00.14 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN ON SAID PLAT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 23°43'24"E AND 00.13 FEET), THENCE S 14°53'19"W ALONG SAID RIGHT-OF-WAY LINE 39.44 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60°19'53" AND A RADIUS OF 160 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 19°16'30"E AND 179.71 FEET), THENCE S 53°26'34"E ALONG SAID RIGHT-OF-WAY LINE 307.60 FEET TO THE PC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°10'10" AND A RADIUS OF 399.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24° 43' 42" AND A RADIUS OF 1200 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 55° 10' 08" E AND 24.09 FEET), THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 64.75 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 51° 53' 45" E AND 64.75 FEET), THENCE S 53° 26' 34" E 119.26 FEET TO THE P.O.B.

CONTAINS 0.04 ACRES M.O.L.

BK0847PG0152

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(PARCEL 2)
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0°59'40"E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44"W ALONG SAID RIGHT-OF-WAY LINE 90.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°18'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.98 FEET), THENCE N 53°26'34"W ALONG SAID RIGHT-OF-WAY LINE 307.60 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'30"W AND 235.07 FEET), THENCE N 14°53'19"E ALONG SAID RIGHT-OF-WAY LINE 113.24 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13°02'09" AND A RADIUS OF 825.26 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 0°22'15"E AND 187.36 FEET), THENCE N 1°51'10"E 52.05 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 1°51'10"E 290.67 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 370.99 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11°16'07"W AND 172.07 FEET), THENCE N 24°23'25"W 53.09 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°38'10" AND A RADIUS OF 1200 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 242.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 12°35'01"W AND 242.04 FEET, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 5°01'37" AND A RADIUS OF 1135 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 32.67 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 25°12'53"E AND 32.67 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S 24°23'25"E 257.27 FEET TO THE PC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 420.99 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 196.49 FEET TO THE PT OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS

BK0847PG0153

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

BEING S 11°16'07"E AND 194.78 FEET), THENCE S 1°51'10"W 343.52FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13°02'09" AND A RADIUS OF 875.26 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 99.35 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 49° 00' 45" AND A RADIUS OF 1100 FEET, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 5°06'17"W AND 99.30 FEET.), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 150.40 FEET TO THE POINT OF BEGINNING, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 14° 26' 01" W AND 150.26 FEET).

CONTAINS 0.82 ACRES M.O.L.

BK0847PG0154

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(PARCEL 3)
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, THENCE N 0°59'40" W ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 64.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44"W ALONG SAID RIGHT-OF-WAY 90.05 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°10'10" AND A RADIUS OF 449.00 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.90 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 53°26'34"W 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'30"W AND 235.87 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 14°53'19"E 113.24 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 13°02'09" AND A RADIUS OF 825.26 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 187.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8°22'15"E AND 187.36 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 1°51'10"E 343.52 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 378.99 FEET THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11°16'07"W AND 172.07 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 24°23'25"W 257.27 FEET, TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 6° 40' 34" AND A RADIUS OF 1085 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 126.42 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 27°43'42"W AND 126.35 FEET), THENCE CONTINUE ALONG SAID RIGHT-TO-WAY LINE N 31°03'59"W 513.98 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 6°02'46" AND A RADIUS OF 1043.53 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 194.54 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 34°05'22"W AND 194.45 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 37°06'45"W 139.99 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 37°06'45"W 34.01 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 14°00'57" AND A RADIUS OF 844.86, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 206.67 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 44°07'14"W AND 206.16 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 51°07'42"W 105.03 FEET TO THE P.C. OF A COMPOUND

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 35°23'09" AND A RADIUS OF 341.10 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 210.71 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 33°26'09"W AND 207.30 FEET), THENCE NORTHEASTERLY 145.40 FEET ALONG THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 61°42'42" AND A RADIUS OF 135 FEET TO THE P.T. OF SAID COMPOUND CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 15°06'40"E AND 138.40 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 45°50'09"E 83.94 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 34°53'03" AND A RADIUS OF 147 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.87 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 30°29'53" AND A RADIUS OF 1650 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 43°51'06"E AND 10.86 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 59.26 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 12°10'17" E AND 59.26 FEET), THENCE S 45°50'09"W 63.64 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 61°42'42" AND A RADIUS OF 85 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 91.55 FEET TO THE POINT OF COMPOUND CURVATURE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 15°06'40"W AND 87.19 FEET) THENCE SOUTHERLY 179.83 FEET ALONG THE ARC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 35°23'09" AND A RADIUS OF 291.10 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 33°26'10"E AND 176.99 FEET), THENCE S 51°07'42"E 105.03 FEET TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 14°00'57" AND A RADIUS OF 894.06 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.92 FEET TO A POINT ON A CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 30°29'53" AND A RADIUS OF 1600 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 50° 19' 50" E AND 24.92 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 128.99 FEET TO THE P.C. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 28°49'33"E AND 128.96 FEET), THENCE S 31°03'59"E 99.40 FEET TO THE POINT OF BEGINNING.

(CONTAINS 0.69 ACRES M.O.L.)

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Parcel 4

Commence at the southeast corner of section 1, township 19 south, range 17 east, thence N 0°59'40" W along the east line of said section 1 a distance of 64.45 feet to a point on the southerly right-of-way line of north Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 53 through 62, public records of Citrus County Florida, thence N 75°44'44" W along said right-of-way 90.85 feet to the P.C. of a curve concaved northeasterly having a central angle of 22°10'10" and a radius of 449.80 feet to the P.T. of said curve (chord bearing and distance between said points being N 64°35'39"W and 173.98 feet), thence continue along said right-of-way N 53°26'34"W 307.68 feet, to the P.C. of a curve concaved easterly having a central angle of 68°19'53" and a radius of 210 feet, thence northerly along the arc of said curve 250.45 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38"W and 235.87 feet) thence continue along said right-of-way N 14°53'19" E 113.24 feet to the P.C. of a curve concaved northwesterly having a central angle of 13°02'09" and a radius of 825.26 feet thence northerly along the arc of said curve 187.76 feet to the P.T. of said curve (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet) thence continue along said right-of-way line N 1°51'10" E 343.52 feet to the P.C. of a curve concaved westerly having a central angle of 26°14'35" and a radius of 378.99 feet (chord bearing and distance between said points being N 11°16'07" W and 172.07 feet), thence continue along said right-of-way line N 24°23'25"W 257.27 feet, to the P.C. of a curve concaved southwesterly having a central angle of 6° 40' 34" and a radius of 1085 feet, thence northerly along the arc of said curve 126.42 feet to the P.T. of said curve(chord bearing and distance between said points being N 27°43'42" W and 126.35 feet), thence continue along said right-of-way line N 31°03'59" W 513.98 feet to the P.C. of a curve concaved westerly having a central angle of 6° 02' 46" and a radius of 1843.53 feet, thence northerly along the arc of said curve 194.54 feet to the P.T. of said curve (chord bearing and distance between said points being N 34°05'22"W and 194.45 feet), thence continue along said right-of-way line N 37° 06' 45" W 174 feet to the P.C. of a curve concaved southeasterly having a central angle of 14° 00' 57" and a radius of 844.86 feet, thence northwesterly along the arc of said curve 206.67 feet to the P.T. of said curve (chord bearing and distance between said points being N 44° 07' 14" W and 206.16 feet), thence N 51° 07' 42"W 105.03 feet to the P.C. of a compound curve concaved easterly having a central angle of 35°23'09" and a radius of 341.18 feet, thence northwesterly along the arc of said curve 210.71 feet to the point of compound curvature of said curve (chord bearing and distance between said

OR 847 PG 0157

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

points being N 33°26'09" W and 207.38 feet) thence northeasterly 145.40 feet along the arc of a curve concaved easterly having a central angle of 61°42'42" and a radius of 135 feet to the P.T. of said compound curve (chord bearing and distance between said points being N 15°06'40" E and 138.48 feet), thence continue along said right-of-way N 45°58'09"E 83.94 feet to the P.C. of a compound curve concaved northwesterly having a central angle of 34°53'03" and a radius of 147 feet thence northeasterly along the arc of said curve 89.50 feet to the point of compound curvature of said curve (chord bearing and distance between said points being N 28°31'37" E and 88.12 feet), thence northerly 130.92 feet along the arc of a curve concaved westerly having a central angle of 9°16'13" and a radius of 809.18 feet to the P.T. of said curve (chord bearing and distance between said points being N 6°26'59" E and 130.78 feet), thence leaving said right-of-way S 00° 11' 07" E 50 feet to the point of beginning, said point also being on the easterly right-of-way line of the aforementioned North Rock Crusher Road, thence N 1°40'53" E along said right-of-way line 177.31 feet to the P.C. of a curve concaved westerly having a central angle of 16°19'46" and a radius of 950 feet, thence northerly along the arc of said curve 270.75 feet to the PT of said curve (chord bearing and distance between said points being N 6° 21'00" W and 269.84 feet), thence N 0° 50' 05" W along said right-of-way 70.20 feet, thence S 0° 34' 06" E 405.48 feet, to the P.C. of a curve concaved easterly having a central angle of 30°29'53" and a radius of 1550 feet, thence southerly along the arc of said curve 220.43 feet to a point on the arc of a curve having a central angle of 9°16'13" and a radius of 859.18 feet, said point also being on the easterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said points being S 4° 47' 21" E and 228.28 feet), thence northerly along the arc of said curve 118.80 feet to the point of beginning (chord bearing and distance between said points being N 5°46'33"E and 118.70 feet).

Contains 0.36 acres M.O.L.

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Proof of Publication

from the
CITRUS COUNTY CHRONICLE
Inverness, Citrus County, Florida
PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

RECEIVED
FEB 13 1990

S-CRN 3429-0204

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held in the County Commissioners' Room at the Citrus County Courthouse in Inverness, Florida, at 1:15 o'clock P.M. on the 20th day of February, 1990, by the Board of County Commissioners of Citrus County, Florida, to determine the advisability of vacating, abandoning, discontinuing and closing the existing street, alleyway, road, highway, or other place used for travel, or any portion thereof described on the attached Exhibit "A", renouncing and disclaiming any right of Citrus County and the public in and to any land described on the attached Exhibit "A".

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this public hearing he will need to ensure that a verbatim record of the proceeding is made which record shall include the testimony and evidence upon which the appeal is based.

WILBUR H. LANGLEY, SR.
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

Exhibit "A"

(PARCEL 1) COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0° 59'40" E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.46 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 79° 44'44" W ALONG SAID RIGHT-OF-WAY LINE 80.36 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 79° 44'44" W ALONG SAID RIGHT-OF-WAY LINE 40.48 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 18'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64° 35'39" W AND 173.98 FEET), THENCE N 53° 26'34" W ALONG SAID RIGHT-OF-WAY LINE 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68° 19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.48 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19° 16'38" W AND 236.87 FEET), THENCE N 14° 53'19" E ALONG SAID RIGHT-OF-WAY LINE 107.08 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24° 43'43" AND A RADIUS OF 1200 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 90.14 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN ON SAID PLAT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 23° 43'26" E AND 90.12 FEET), THENCE S 14° 53'19" W ALONG SAID RIGHT-OF-WAY LINE 38.44 FEET TO THE O.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60° 19'53" AND A RADIUS OF 180 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 19° 16'38" AND 179.71 FEET), THENCE S 53° 26'34" E ALONG SAID RIGHT-OF-WAY LINE 307.68 FEET TO THE PC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 18'10" AND A RADIUS OF 398.80 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24° 43'42" AND A RADIUS OF 1200 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 55° 10'08" E AND 24.08 FEET), THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 64.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 51° 53'45" E AND 64.75 FEET), THENCE S 53° 26'34" E 118.26 FEET TO THE P.O.B.

CONTAINS 0.84 ACRES M.O.L.

(PARCEL 2) COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0° 59'40" E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.46 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE N 79° 44'44" W ALONG SAID RIGHT-OF-WAY LINE 80.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 18'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64° 35'39" W AND 173.98 FEET) THENCE N 53° 26'34" W ALONG SAID RIGHT-OF-WAY LINE 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68° 19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.48 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19° 16'38" W AND 236.87 FEET), THENCE N 14° 53'19" E ALONG SAID RIGHT-OF-WAY LINE 113.24 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13° 07'09" AND A RADIUS OF 830.26 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8° 22'16" E AND 187.38 FEET), THENCE N 1° 51'10" E 82.85 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 1° 51'10" E 290.67 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26° 14'35" AND A RADIUS OF 376.99 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11° 15'07" W AND 172.07 FEET), THENCE N 24° 22'25" W 83.06 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 28° 58'10" AND A RADIUS OF 1200 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 243.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 17° 35'01" W AND 243.04 FEET, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 9° 01'37" AND A RADIUS OF 1138 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 32.87 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 29° 12'33" E AND 32.87 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S 24° 23'26" E 287.27 FEET TO THE PC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26° 14'35" AND A RADIUS OF 428.99 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 196.49 FEET TO THE PT OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 11° 15'07" E AND 194.78 FEET), THENCE S 1° 51'10" W 343.52 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13° 02'09" AND A RADIUS OF 876.26 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 99.36 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 49° 00'48" AND A RADIUS OF 1100 FEET, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 8° 06'17" W AND 99.30 FEET), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 156.40 FEET TO THE POINT OF BEGINNING, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 14° 26'01" W AND 156.28 FEET).

CONTAINS 0.82 ACRES M.O.L.

Before the undersigned authority personally appeared FIATH KENDRICK who on oath says that he/she is ASST. COMPTROLLER of the Citrus County Chronicle, a newspaper published daily at Inverness in Citrus County, Florida that the attached copy of advertisement being public notice in the matter of the NOTICE OF 3X21.5 ROP VACATING PLAT Court, was published in said newspaper in the issues of FEBRUARY 4, 1990

Affiant further says that the Citrus County Chronicle is a newspaper published at Inverness in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Fiath Kendrick

Sworn to and subscribed before me this 6TH day of FEBRUARY AD 19 90

NOTARY PUBLIC

(SEAL) Notary Public Peggy R. Bixby

105.95

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(PARCEL 3) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, THENCE N 0° 59'40" W ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 64.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75° 44'44" W ALONG SAID RIGHT-OF-WAY 90.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 16'10" AND A RADIUS OF 449.60 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64° 35'39" W AND 173.98 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 53° 26'34" W 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68° 19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19° 16'38" W AND 235.87 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 14° 53'19" E 113.24 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 13° 02'08" AND A RADIUS OF 826.26 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 187.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8° 22'15" E AND 187.36 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 1° 51'10" E 343.52 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26° 14'35" AND A RADIUS OF 378.99 FEET THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.69 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11° 15'07" W AND 172.07 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 24° 23'25" W 287.27 FEET, TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 6° 40'34" AND A RADIUS OF 1085 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 126.42 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 27° 43'42" W AND 126.35 FEET), THENCE CONTINUE ALONG SAID RIGHT-TO-WAY LINE N 31° 03'59" W 513.96 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 6° 02'48" AND A RADIUS OF 1843.83 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 194.84 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 34° 05'22" W AND 194.45 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 37° 06'45" W 139.99 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 37° 06'45" W 34.01 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 14° 00'87" AND A RADIUS OF 844.86, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 206.67 FEET TO THE P.T. OF SAID CURVE) CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 44° 07'14" W AND 206.16 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 51° 07'42" W 105.03 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 35° 23'09" AND A RADIUS OF 341.18 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 210.71 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 33° 26'09" W AND 207.38 FEET), THENCE NORTHEASTERLY 145.40 FEET ALONG THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 61° 42'42" AND A RADIUS OF 135 FEET TO THE P.T. OF SAID COMPOUND CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 15° 06'48" E AND 138.48 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 45° 58'09" E 83.94 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 34° 53'03" AND A RADIUS OF 147 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.87 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 30°29'53" AND A RADIUS OF 1650 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 43° 51'06" E AND 10.86 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 89.26 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 12° 18'17" E AND 89.26 FEET), THENCE S 45° 58'09" W 83.84 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 61° 42'42" AND A RADIUS OF 85 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 91.55 FEET TO THE POINT OF COMPOUND CURVATURE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 15° 06'48" W AND 87.18 FEET) THENCE SOUTHERLY 179.83 FEET ALONG THE ARC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 35° 23'09" AND A RADIUS OF 291.18 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 33° 26'10" E AND 176.99 FEET), THENCE S 51° 07'42" E 105.03 FEET TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTAL ANGLE OF 14° 00'87" AND A RADIUS OF 894.86 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.92 FEET TO A POINT ON A CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 30° 29'53" AND A RADIUS OF 1500 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 50° 19'50" E AND 24.92 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 128.99 FEET TO THE P.C. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 28° 49'33" E AND 128.95 FEET), THENCE S 31° 03'59" E 99.40 FEET TO THE POINT OF BEGINNING.

(CONTAINS 0.69 ACRES M.O.L.)

(PARCEL 4) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, THENCE N 0°59'40" W ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 64.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 52 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44" W ALONG SAID RIGHT-OF-WAY 90.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°16'10" AND A RADIUS OF 449.60 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.98 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 53°26'34"W 307.68 FEET, TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'38"W AND 235.87 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 14°53'19" E 113.24 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 13°02'08" AND A RADIUS OF 826.26 FEET THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 187.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8°22'15" E AND 187.36 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 1°51'10" E 343.52 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 378.99 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11°15'07" W AND 172.07 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 24°23'25"W 287.27 FEET, TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 6°40'34" AND A RADIUS OF 1085 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 126.42 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 27°43'42"W AND 126.35 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 31°03'59" W 513.96 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 6° 02' 48" AND A RADIUS OF 1843.83 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 194.84 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 34°05'22"W AND 194.84 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 37° 06'45" W 174 FEET TO THE P.C. OF A CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 14° 00' 87" AND A RADIUS OF 844.86 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 206.67 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 44° 07' 14" W AND 206.16 FEET), THENCE N 51°07'42"W 105.03 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 35°23'09" AND A RADIUS OF 341.18 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 210.71 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 33°26'09" W AND 207.38 FEET) THENCE NORTHEASTERLY 145.40 FEET ALONG THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 61°42'42" AND A RADIUS OF 135 FEET TO THE P.T. OF SAID COMPOUND CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 15°06'48" E AND 138.48 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 45°58'09" E 83.94 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 34°53'03" AND A RADIUS OF 147 FEET THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 89.50 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 28°31'37" E AND 88.12 FEET), THENCE NORTHERLY 130.92 FEET ALONG THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 9°16'13" AND A RADIUS OF 809.18 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 9°26'59" E AND 130.78 FEET), THENCE LEAVING SAID RIGHT-OF-WAY S 88° 11' 07" E 50 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD, THENCE N 1°48'53" E ALONG SAID RIGHT-OF-WAY LINE 177.31 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 18°18'46" AND A RADIUS OF 850 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 270.78 FEET TO THE PT OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8° 21'00" W AND 269.64 FEET), THENCE N 8° 50'09" W ALONG SAID RIGHT-OF-WAY 70.28 FEET, THENCE S 0° 34' 08" E 403.48 FEET, TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 30°29'53" AND A RADIUS OF 1650 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 226.43 FEET TO A POINT ON THE ARC OF A CURVE HAVING A CENTRAL ANGLE OF 9°16'13" AND A RADIUS OF 850.18 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 4° 47' 21" E AND 229.26 FEET), THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 119.00 FEET TO THE POINT OF BEGINNING (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 5°46'33"E AND 118.70 FEET).

(CONTAINS 0.38 ACRES M.O.L.)

OR Book 2916

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Proof of Publication

from the
CITRUS COUNTY CHRONICLE
Inverness, Citrus County, Florida
PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

RECEIVED
MAR 2 - 1990

Before the undersigned authority personally appeared Faith Kendrick who on oath says that he/she is

Asst. Comptroller

of the Citrus County Chronicle, a newspaper published daily at Inverness in Citrus County, Florida; that the attached copy of advertisement being a public notice in the matter of the Notice of Board of County Comm. Meeting

Court, was published in said newspaper in the issues of February 26, 1990

Affiant further says that the Citrus County Chronicle is a newspaper published at Inverness in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Faith Kendrick

Sworn to and subscribed before me this 26th day of February A.D. 19 90.

MAR 1 1990

(SEAL) Notary Public Jeanette D. Schmidt

My Commission Expires:

PUBLIC NOTICE
M-CBN 4871-0226

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Citrus County, Florida, at a regular meeting held in the Citrus County Courthouse at Inverness, Florida, on the 20th day of February 1990, adopted a Resolution closing, vacating, abandoning and discontinuing those certain streets, alleyways, roads, highways, or other place used for travel, described on the attached Exhibit "A."

/s/ Wilbur H. Langley, Sr.
Chairman
Board of County Commissioners
Of Citrus County, Florida

EXHIBIT A

(Parcel 1)
Commence at the Southwest corner of Section 6, Township 19 South, Range 18 East, thence N 0°59'40" E along the West line of said Section 6 a distance of 64.46 feet to the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 53 through 62, Public Records of Citrus County, Florida, thence N 78°44'44" W along said right-of-way line 50.36 feet to the Point of Beginning, thence continue N 78°44'44" W along said right-of-way line 40.49 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet thence Northwesterly along the arc of said curve 176.09 feet to the P.T. of said curve (chord bearing and distance between said Points being N 84°36'49" W and 175.01 feet), thence N 63°26'34" W along said right-of-way line 307.66 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.46 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 236.87 feet), thence N 14°53'19" E along said right-of-way line 102.06 feet to a Point on the arc of a curve concaved Northeasterly having a central angle of 24°43'42" and a radius of 1200 feet, thence Southeasterly along the arc of said curve 80.14 feet to a Point on the Southeasterly right-of-line of North Rock Crusher Road as shown on said Plat (Chord bearing and distance between said Points being S 23°43'34" E and 80.13 feet), thence S 14°53'19" W along said right-of-way line 39.44 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 180 feet (chord bearing and distance between said points being S 19°16'38" E and 179.71 feet), thence S 63°26'34" E along said right-of-way line 307.66 feet to the PC of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 399.80 feet, thence Southeasterly along the arc of said curve 34.09 feet to a Point on a curve concaved Northeasterly having a central angle of 24°43'42" and a radius of 1200 feet (chord bearing and distance between said Points being S 66°10'08" E and 34.09 feet), thence Southeasterly along the arc of said curve 64.78 feet to the P.T. of said curve (chord bearing and distance between said points being S 71°53'45" E and 64.78 feet), thence S 63°26'34" E 119.26 feet to the P.O.B.

Contains 0.84 acres M.O.L.

(Parcel 2)
Commence at the Southwest corner of Section 6, Township 19 South, Range 18 East, thence N 0°59'40" E along the West line of said Section 6 a distance of 64.46 feet to the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 53 through 62, Public Records of Citrus County, Florida, thence N 78°44'44" W along said right-of-way line 90.86 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet thence Northwesterly along the arc of said curve 176.09 feet to the P.T. of said curve (chord bearing and distance between said Points being N 84°36'49" W and 175.01 feet), thence N 63°26'34" W along said right-of-way line 307.66 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.46 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 236.87 feet), thence N 14°53'19" E along said right-of-way line 113.24 feet to the P.C. of a curve concaved Westerly having a central angle of 13°02'09" and a radius of 826.26 feet (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet), thence N 1°51'10" E 63.65 feet to the Point of Beginning, thence Continue N 1°51'10" E 290.67 feet to the P.C. of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 378.99 feet, thence Northerly along the arc of said curve 173.59 feet to the P.T. of said curve (chord bearing and distance between said points being N 11°16'07" W and 172.07 feet), thence N 24°23'25" W 63.09 feet to a point on the arc of a curve concaved Westerly having a central angle of 26°14'10" and a radius of 1320 feet, thence Northerly along the arc of said curve 242.44 feet to a point on the Easterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said Points being N 13°36'01" W and 242.01 feet, said point also being on the arc of a curve concaved Westerly having a central angle of 5°01'37" and a radius of 1136 feet thence Southerly along the arc of said curve 99.67 feet to the P.T. of said curve (chord bearing and distance between said points being S 26°12'53" E and 99.64 feet), thence continue along said right-of-way line S 24°23'25" E 251.27 feet to the PC of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 426.99 feet, thence Southerly along the arc of said curve 196.69 feet to the PT of said curve (chord bearing and distance between said points being S 11°16'07" E and 194.78 feet), thence S 1°51'10" W 343.82 feet to the P.C. of a curve concaved Westerly having a central angle of 13°02'09" and a radius of 876.26 feet, thence Southerly along the arc of said curve 99.36 feet to a point on the arc of a curve concaved Easterly having a central angle of 49°00'45" and a radius of 1100 feet, (chord bearing and distance between said Points being S 8°06'13" W and 99.30 feet), thence Northwesterly along the arc of said curve 156.40 feet to the Point of Beginning, (chord bearing and distance between said Points being N 14°36'01" W and 156.26 feet). Contains 0.82 acres M.O.L.

19105577 180 ex

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(Parcel 3)

Commence at the Southeast corner of Section 1, Township 19 South, Range 17 East, thence N 0°59'40" W along the East line of said Section 1 a distance of 64.46 feet to a Point on the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, pages 83 through 92, Public Records of Citrus County, Florida, thence S 78°44'44" W along said right-of-way 90.86 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet to the P.T. of said curve (chord bearing and distance between said Points being N 64°36'30" W and 173.98 feet), thence continue along said right-of-way N 53°26'34" W 307.48 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.48 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 235.87 feet), thence continue along said right-of-way N 14°53'19" E 113.24 feet to the P.C. of a curve concaved Northwesterly having a Central angle of 13°02'09" and a radius of 825.26 feet thence Northerly along the arc of said curve 187.76 feet to the P.T. of said curve (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet) thence continue along said right-of-way line N 1°51'10" E 343.52 feet to the P.C. of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 378.99 feet thence Northerly along the arc of said curve 173.59 feet to the P.T. of said curve (chord bearing and distance between said Points being N 11°16'07" W and 172.07 feet), thence continue along said right-of-way line N 24°23'25" W 267.27 feet, to the P.C. of a curve concaved Southwesterly having a central angle of 6°40'34" and a radius of 1086 feet, thence Northerly along the arc of said curve 126.42 feet to the P.T. of said curve (chord bearing and distance between said points being N 27°43'42" W and 126.35 feet), thence continue along said right-of-way line N 31°03'59" W 613.98 feet to the P.C. of a curve concaved Westerly having a central angle of 6°02'46" and a radius of 1843.83 feet, thence Northerly along the arc of said curve 194.64 feet to the P.T. of said curve (chord bearing and distance between said Points being N 34°08'22" W and 194.45 feet), thence continue along said right-of-way line N 37°06'45" W 139.99 feet to the Point of Beginning, thence continue N 37°06'45" W 34.01 feet to the P.C. of a curve concaved Northeasterly having a central angle of 14°00'57" and a radius of 844.86, thence Northwesterly along the arc of said curve 206.67 feet to the P.T. of said curve (chord bearing and distance between said Points being N 44°07'14" W and 206.16 feet), thence continue along said right-of-way line N 51°07'42" W 155.03 feet to the P.C. of a compound curve concaved Easterly having a central angle of 38°23'09" and a radius of 341.18 feet, thence Northwesterly along the arc of said curve 310.71 feet to the Point of Compound Curvature of said curve (chord bearing and distance between said points being N 32°26'09" W and 307.38 feet), thence Northeasterly 148.40 feet along the arc of a curve concaved Easterly having a central angle of 61°42'42" and a radius of 136 feet to the P.T. of said compound curve (chord bearing and distance between said Points being N 18°04'48" E and 138.48 feet), thence continue along said right-of-way N 48°56'09" E 83.94 feet to the P.C. of a curve concaved Northwesterly having a central angle of 34°53'03" and a radius of 147 feet, thence Northeasterly along the arc of said curve 107 feet to a Point on the arc of a curve concaved Easterly having a central angle of 30°29'53" and a radius of 1680 feet (chord bearing and distance between said points being N 43°41'04" E and 10.84 feet), thence Southerly along the arc of said curve 89.26 feet to a Point on the Southeasterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said Points being S 13°18'17" E and 89.36 feet), thence S 46°36'09" W 63.64 feet to the P.C. of a compound curve concaved Southeasterly having a central angle of 61°42'42" and a radius of 86 feet, thence Southerly along the arc of said curve 91.66 feet to the Point of Compound Curvature (chord bearing and distance between said Points being S 18°04'48" W and 87.19 feet) thence Southerly 179.83 feet along the arc of a curve concaved Northeasterly having a central angle of 35°23'09" and a radius of 291.18 feet to the P.T. of said curve (chord bearing and distance between said Points being S 33°26'10" E and 176.99 feet, thence S 61°07'43" E 108.03 feet to the P.C. of a curve concaved Southwesterly having a central angle of 14°00'57" and a radius of 844.86 feet, thence Southeasterly along the arc of said curve 94.92 feet to a Point on a curve concaved Southeasterly having a central angle of 30°29'53" and a radius of 1600 feet (chord bearing and distance between said Points being S 80°19'50" E and 34.93 feet), thence Southerly along the arc of said curve 128.99 feet to the P.C. of said curve (chord bearing and distance between said points being S 39°49'33" E and 138.96 feet), thence S 31°03'59" E 99.40 feet to the Point of Beginning.

(Contains 0.69 acres M.O.L.)

(Parcel 4)

Commence at the Southeast corner of Section 1, Township 19 South, Range 17 East, thence N 0°59'40" W along the East line of said Section 1 a distance of 64.46 feet to a point on the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 83 through 92, public records of Citrus County, Florida, thence N 78°44'44" W along said right-of-way 90.86 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet to the P.T. of said curve (chord bearing and distance between said points being N 64°36'30" W and 173.98 feet), thence continue along said right-of-way N 53°26'34" W 307.48 feet, to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.48 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 235.87 feet) thence continue along said right-of-way N 14°53'19" E 113.24 feet to the P.C. of a curve concaved Northwesterly having a central angle of 13°02'09" and a radius of 825.26 feet thence northerly along the arc of said curve 187.76 feet to the P.T. of said curve (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet) thence continue along said right-of-way line N 1°51'10" E 343.52 feet to the P.C. of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 378.99 feet (chord bearing and distance between said points being N 11°16'07" W and 172.07 feet), thence continue along said right-of-way line N 24°23'25" W 267.27 feet, to the P.C. of a curve concaved Southwesterly having a central angle of 6°40'34" and a radius of 1086 feet, thence northerly along the arc of said curve 126.42 feet to the P.T. of said curve (chord bearing and distance between said points being N 27°43'42" W and 126.35 feet), thence continue along said right-of-way line N 31°03'59" W 613.98 feet to the P.C. of a curve concaved Westerly having a central angle of 6°02'46" and a radius of 1843.83 feet, thence northerly along the arc of said curve 194.64 feet to the P.T. of said curve (chord bearing and distance between said points being N 34°08'22" W and 194.45 feet), thence continue along said right-of-way line N 37°06'45" W 174 feet to the P.C. of a curve concaved Southeasterly having a central angle of 14°00'57" and a radius of 844.86 feet, thence northwesterly along the arc of said curve 206.67 feet to the PT of said curve (chord bearing and distance between said points being N 44°07'14" W and 206.16 feet), thence N 51°07'42" W 155.03 feet to the P.C. of a compound curve concaved Easterly having a central angle of 38°23'09" and a radius of 341.18 feet, thence northwesterly along the arc of said curve 210.71 feet to the point of compound curvature of curve (chord bearing and distance between said points being N 33°26'09" W and 207.38 feet) thence Northeasterly 148.40 feet along the arc of a curve concaved Easterly having a central angle of 61°42'42" and a radius of 136 feet to the P.T. of said compound curve (chord bearing and distance between said points being N 18°04'48" E and 138.48 feet), thence continue along said right-of-way N 48°56'09" E 83.94 feet to the P.C. of a compound curve concaved Northwesterly having a central angle of 34°53'03" and a radius of 147 feet thence Northeasterly along the arc of said curve 89.50 feet to the point of compound curvature of said curve (chord bearing and distance between said points being N 36°31'37" E and 88.18 feet), thence Northerly 130.92 feet along the arc of a curve concaved Westerly having a central angle of 9°16'13" and a radius of 808.18 feet to the P.T. of said curve (chord bearing and distance between said points being N 6°24'59" E and 130.78 feet), thence leaving said right-of-way S 88°11'07" E 50 feet to the point of beginning, said point also being on the Easterly right-of-way line of the aforementioned North Rock Crusher Road, thence N 1°48'53" E along said right-of-way line 177.31 feet to the P.C. of a curve concaved Westerly having a central angle of 16°19'46" and a radius of 960 feet, thence Northerly along the arc of said curve 270.75 feet to the PT of said curve (chord bearing and distance between said points being N 6°21'00" W and 269.84 feet), thence N 8°50'06" W along said right-of-way 70.26 feet, thence S 0°34'06" E 405.48 feet, to the P.C. of a curve concaved Easterly having a central angle of 30°29'53" and a radius of 1680 feet, thence Southerly along the arc of said curve 894.43 feet to a point on the arc of a curve having a central angle of 9°16'18" and a radius of 846.18 feet, said point also being on the easterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said points being S 4°47'21" E and 328.28 feet), thence northerly along the arc of said curve 116.80 feet to the point of beginning (chord bearing and distance between said points being N 8°48'53" E and 116.70 feet).

Contains 0.84 acres M.O.L.

Published one time, February 26, 1990.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
FEB 14 '85
$00.45

This instrument prepared by:
WILLIAM TRICKEL, JR., ESQ.
TRICKEL AND LEIGH
39 West Pine Street
Orlando, Florida 32801

WARRANTY DEED

THIS INDENTURE, Made this 7th day of February, 1985, between

Samuel A. Tamposi, of Nashua

of the County of Hillsborough, State of New Hampshire, Grantor, and

Gulf-to-Lakes Associates, Ltd., a Florida Limited Partnership

whose post office address is: 6228 West Corporate Oaks Drive
Crystal River, Florida 32629

of the County of Citrus, State of Florida, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN & NO/100THS ($10.00) DOLLARS, 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 Citrus County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

"Grantor was holding title in trust for Grantee"

SUBJECT TO: 1. Taxes for 1985 and subsequent years. 2. Restrictions and easements of record, if any; however, mention of same shall not reimpose.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the 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:

Samuel A. Tamposi (SEAL)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Samuel A. Tamposi

known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of February, 1985.

My Commission Expires: 1/6/86

NOTARY PUBLIC

Judy Hudson 2/15/85

BOOK 662 PAGE 572

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PARCEL 1

The E½ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida

LESS AND EXCEPT the NW¼ of NE¼

AND LESS AND EXCEPT that portion of the SW¼ of NE¼, lying North of Country Club Lane,

AND LESS AND EXCEPT the SE¼ of SE¼ of NE¼,

AND LESS AND EXCEPT the E½ of NE¼ of SE¼,

AND LESS AND EXCEPT an 80 foot wide raod right-of-way described as follows:

Commence at the SW corner of the SE¼ of SE¼ of NE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence N. 0° 52' 53" W., along the West line of said SE¼ of SE¼ of NE¼, a distance of 124.21 feet to the POINT OF BEGINNING, thence N. 43° 21' 13" W. 164.47 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P. T. of said curve, thence N. 26° 30' 35" W. 544.88 feet to the P. C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P. T. of said curve, thence N. 42° 46' 44" W., 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from, measured at right angles to the center line of the existing pavement of said Rock Crusher Road, thence N. 8° 47' 29" W., along said right-of-way line a distance of 143.11 feet, thence leaving said right-of-way line S. 42° 46' 44" E. 282.60 feet to the P. C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P. T. of said curve, thence S. 26° 30' 35" E. 544.88 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P. T. of said curve, thence S. 43° 21' 13" E. 77.08 feet to a point on the West line of said SE¼ of SE¼ of NE¼, thence S. 0° 52' 53" E. along said West line a distance of 118.48 feet to the Point of Beginning.

AND

PARCEL II

The North ½ of SW¼ of NW¼ of Section 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida.

AND

PARCEL III

The E½ of NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida.

LESS AND EXCEPT Begin at the NE corner of the NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence S. 0259' 34" E., along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE¼ of SE¼, thence N. 27° 30' 41" W. 1491.14 feet to the NW corner of the E½ of said NE¼ of SE¼ of SE¼, thence N. 89° 37' 21" E. along the North line of said NE¼ of SE¼, a distance of 665.82 feet to the Point of Beginning.

Judy Hudson 2/15/85

FILED & RECORDED CITRUS COUNTY, FLORIDA '85 FEB 18 AM 8 30 D.C.

REC ORDER'S NOTE: The legibility ... writing unsatisfactory in this ... received.

BOOK 662 PAGE 573

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

WARRANTY DEED
FROM CORPORATION

This instrument prepared
at CITRUS TITLE CO. by Richard Kaufman, President
Crystal River, Florida

This Warranty Deed Made and executed the 29th day of July A.D. 1983 by

GTE Satellite Corporation,

a corporation existing under the laws of State of Delaware, and having its principal place of business at One Stamford Forum, Stamford, Conn. 06904 hereinafter called the grantor, to Stanley C. Olsen, c/o 2 Auburn St. Nashua, New Hampshire 03060 whose postoffice address is

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Citrus County, Florida, viz: all those certain pieces or parcels of land designated as Parcel I, Parcel II and Parcel III on that certain Rider attached hereto, referring to this conveyance and duly executed on behalf of Grantor.

CITRUS COUNTY 149756 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.O. 11123 AUG-8'83 900.00

FOR LEGAL DESCRIPTION, SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

CITRUS COUNTY 149767 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.O. 11123 AUG-8'83 900.00

355323

FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT CORBIS, CLERK
'83 AUG 8 PM 08
VERIFIED BY D.C.

SUBJECT to Easements of record.

And the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes for the year 1983 and subsequent

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Wm. Bruce Attfuld Asst Secretary

GTE SATELLITE CORPORATION

Signed, sealed and delivered in the presence of:

By David F. Piske Vice President

STATE OF Conn.
COUNTY OF Fairfield

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared David F. Piske and Wm. Bruce Attfuld well known to me to be the Vice President and Asst Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of August, A. D. 1983

Maria Rose Iovino
Notary Public

My Commission Expires: MARIA R. IOVINO NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 31, 1986

RETURN TO CITRUS TITLE CO. FILE

BOOK 622 PAGE 1306

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

RIDER

Attached to Warranty Deed form GTE Satellite Corporation as Grantor to Stanley C. Olsen as Grantee

PARCEL 1

The E½ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida,

LESS AND EXCEPT the NW¼ of NE¼

AND LESS AND EXCEPT that portion of the SW¼ of NE¼, lying North of Country Club Lane,

AND LESS AND EXCEPT the SE¼ of SE¼ of NE¼,

AND LESS AND EXCEPT the E½ of NE¼ of SE¼,

AND LESS AND EXCEPT an 80 foot wide road right-of-way described as follows:

Commence at the SW corner of the SE¼ of SE¼ of NE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence N. 0° 52' 53" W., along the West line of said SE¼ of SE¼ of NE¼, a distance of 124.21 feet to the POINT OF BEGINNING, thence N. 43° 21' 13" W. 164.47 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P. T. of said curve, thence N. 26° 30' 35" W. 544.88 feet to the P. C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P. T. of said curve, thence N. 42° 46' 44" W., 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from, measured at right angles to the center line of the existing pavement of said Rock Crusher Road, thence N. 8° 47' 29" W., along said right-of-way line a distance of 143.11 feet, thence leaving said right-of-way line S. 42° 46' 44" E. 282.60 feet to the P. C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P. T. of said curve, thence S. 26° 30' 35" E. 544.88 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P. T. of said curve, thence S. 43° 21' 13" E. 77.08 feet to a point on the West line of said SE¼ of SE¼ of NE¼, thence S. 0° 52' 53" E. along said West line a distance of 118.48 feet to the Point of Beginning.

AND

PARCEL II

The North ½ of SW¼ of NW¼ of Section 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida.

AND

PARCEL III

The E½ of NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida.

LESS AND EXCEPT Begin at the NE corner of the NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence S. 0°59' 34" E., along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE¼ of SE¼, thence N. 27° 30' 41" W. 1491.14 feet to the NW corner of the said E½ of said NE¼ of SE¼ [illegible]; thence N. 89° 37' 21" E. along the North line of said NE¼ of SE¼, a distance of 665.82 feet to the Point of Beginning.

ATTEST: [signature] Asst Secretary — GTE SATELLITE CORPORATION

Signed, sealed and delivered in the presence of:

[signature] — By [signature] Vice President

[signature]

[signature]

State of Cl. August 9, 1985

MARIA R. IOVINO
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 9T, 19[illegible]

BOOK 622 PAGE 1307

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX C

Boundary Sketch of Descriptions

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

– SKETCH OF DESCRIPTION –

CRYSTAL RIDGE ACQUISITION PARCEL "A"

Graphic Scale
1" = 200'

DESCRIPTION: (SEE NOTE 4)

A PARCEL OF LAND BEING A PORTION OF PARCEL 5 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST."

LESS AND EXCEPT A PORTION OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

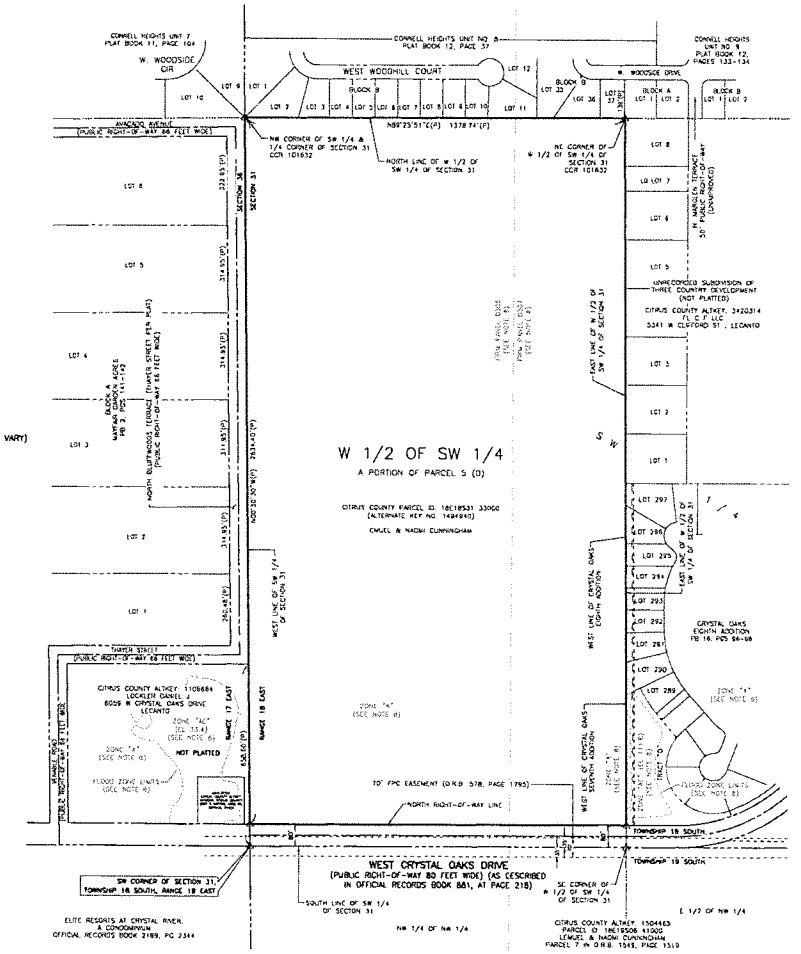
"THE SOUTH 80 FEET OF THE E 1/2 OF THE W 1/2 OF THE SW 1/4 AND THE SOUTH 80 FEET OF THE W 1/2 OF THE W 1/2 OF THE SW 1/4 ALL BEING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA."

SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. THIS SKETCH HAS BEEN PREPARED WITHOUTH THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW CURRENT OWNERSHIP, ENCUMBRANCES OR OTHER MATTERS OF RECORD.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519 AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
5. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017C0306E (FIRM), COMMUNITY 120063, PANEL 0306, SUFFIX E, EFFECTIVE DATE: JANUARY 15, 2021, VERSION NUMBER 2.4.3.2. AND FLOOD INSURANCE RATE MAP NO. 12017I0307D (FIRM), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE: SEPTEMBER 26, 2014, BOTH AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); FLOOD INSURANCE RATE MAP (FIRM) PANEL LIMITS DEPICTED HEREON WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
6. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
7. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS SKETCH APPROXIMATING THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
   A. THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2841, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519; THE WARRANTY DEED DEED AS RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218; (AS TO THE SUBJECT PARCEL, CITRUS COUNTY PARCEL ID: 18E18S31 33000);
   B. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2781, PAGE 1783, AND THE UNRECORDED SUBDIVISION OF THREE COUNTRY DEVELOPMENT AS PROVIDED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER; (AS TO CITRUS COUNTY PARCEL 18E18S31 24000)
   D. THE PLAT OF MAYFAIR GARDEN ACRES, RECORDED IN PLAT BOOK 2, PAGES 141 AND 142;
   E. THE PLAT OF CONNELL HEIGHTS UNIT 7, RECORDED IN PLAT BOOK 11, PAGE 104 (AS TO THE NORTHWESTERLY ADJOINER);
   F. THE PLAT OF CONNELL HEIGHTS UNIT 8, RECORDED IN PLAT BOOK 12, PAGE 37; (AS TO NORTHERLY ADJOINERS);
   G. THE PLAT OF CONNEL HEIGHTS UNI 9, RECORDED IN PLAT BOOK 12, PAGES 133 AND 134 (AS TO THE NORTHEASTERLY ADJOINER);
   H. THE PLAT OF CRYSTAL OAKS SEVENTH ADDITION, RECORDED IN PLAT BOOK 16, PAGES 52 THROUGH 55, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   I. THE PLAT OF CRYSTAL OAKS EIGHTH ADDITION, RECORDED IN PLAT BOOK 16, PAGES 98 THROUGH 98, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   J. THE SUMMARY OF PARCEL ACCOUNT 18E18S31 33000 AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   K. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT DEED OF RECORD AT A MINIMUM) WAS PERFORMED ON 09.30.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY; THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
8. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
9. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SIGNING PARTY.

LEGEND:

LB = LICENSED BUSINESS
D.B.A. = DOING BUSINESS AS
ID. = IDENTIFICATION
R/W = RIGHT-OF-WAY
Δ = DESCRIPTIVE POINT
= BOUNDARY LINE
= RIGHT-OF-WAY LINE
= SECTION LINE
= FRACTIONAL SECTION LINE
= EASEMENT LINES (PURPOSES VARY)



SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

R. KELLY ROBERTS
PROFESSIONAL SURVEYOR AND MAPPER NO. 6068
STATE OF FLORIDA
DATE SIGNED: ____

SKETCH OF DESCRIPTION
CRYSTAL RIDGE ACQUISITION PARCEL "A"
CITRUS COUNTY PARCEL 18E18S31 33000 (ALTERNATE KEY NO. 1424940)

PREPARED FOR
DIX DEVELOPMENTS, LLC

NO.	DATE	REVISIONS	BY

SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

SCALE: 1" = 200'
DATE: 10.28.2021
DESIGNED: MJC
FIELD BOOK: ____
PAGE: ____
DATUM: 1983/NAD83
ADJ. METHOD: SCALE FACTOR
PROJECT: 501.01.001

ARDURRA GROUP, INC. D.B.A.
Pigeon-Ardurra, LLC
Duval, Florida 32211
(904) 256-1555 FAX 256-1556
CERTIFICATE OF AUTHORIZATION NUMBER LB 2610
SURVEYORS & MAPPERS

955 S.E. 17th Street
Suite A
Ocala, Florida 34471
(352) 867-7798 Main
(352) 867-7799 Fax
CERTIFICATE OF AUTHORIZATION NUMBER LB 2610

SURVEYING & MAPPING
LICENSED BUSINESS NO. LB 2610

File No.
501.01.001

Job No.
501.01

S-01 of 01

\\501 Crystal Ridge_00 PD Zoning_dwg_PSM\501.05 Sketch of Descr Pcl 1.dwg - Copyright 2021 Pigeon-Roberts & Associates, LLC. - All Rights Reserved

Packet Pg. 835
T.1.c
Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

- SKETCH OF DESCRIPTION -

CRYSTAL RIDGE ACQUISITION PARCEL "B"

DESCRIPTION: (SEE NOTE 4)

A PARCEL OF LAND BEING A PARCEL 7 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 18 EAST.

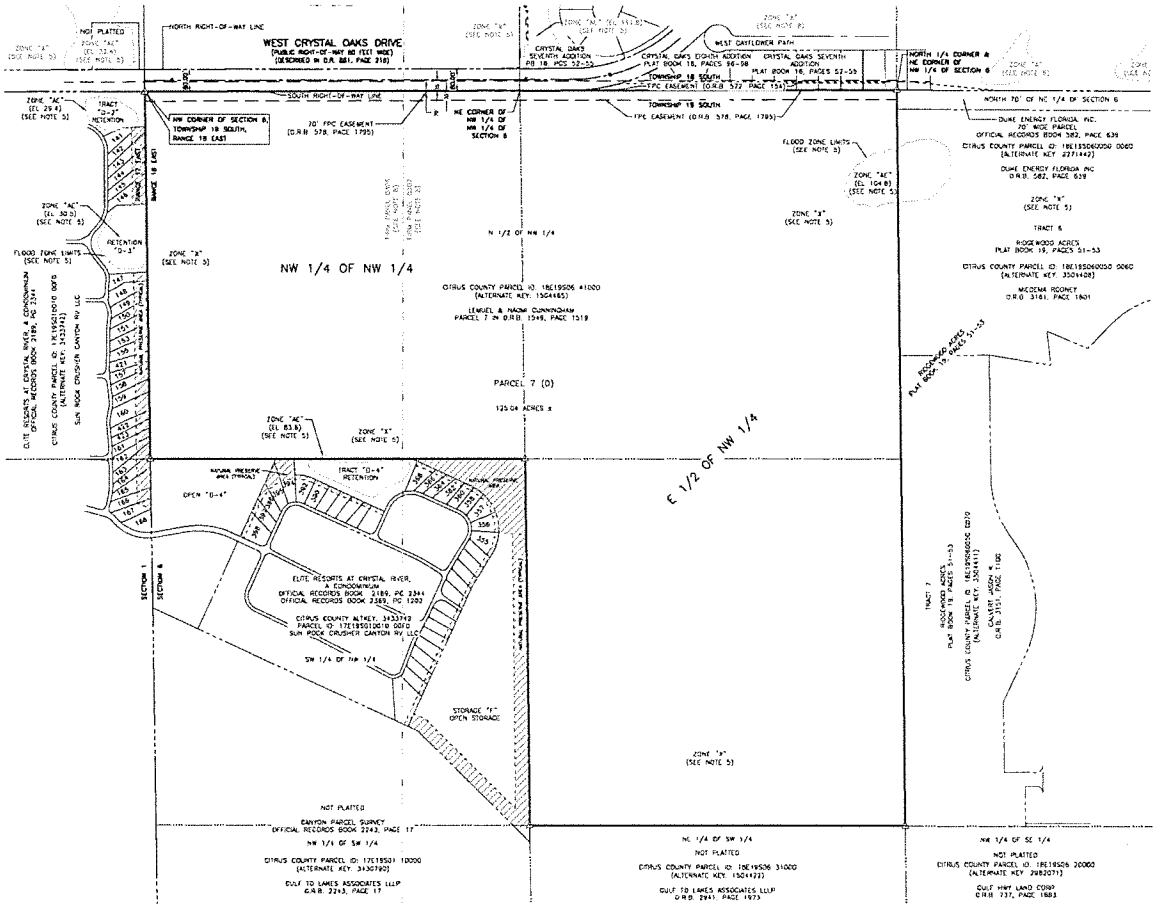
SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. THIS SKETCH HAS BEEN PREPARED WITHOUTH THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW CURRENT OWNERSHIP, ENCUMBRANCES OR OTHER MATTERS OF RECORD.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519 AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
5. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017C0330E (FIRM), COMMUNITY 120063, PANEL 0306, SUFFIX E, EFFECTIVE DATE: JANUARY 15, 2021, VERSION NUMBER 2.4.3.2. AND FLOOD INSURANCE RATE MAP NO. 12017D307D (FIRM), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE: SEPTEMBER 26, 2014, BOTH AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); FLOOD INSURANCE RATE MAP (FIRM) PANEL LIMITS DEPICTED HEREON WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
6. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
7. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS SKETCH APPROXIMATING THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
   - A. THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519 (AS TO THE SUBJECT PARCEL, CITRUS COUNTY PARCEL ID: 18E19S06 41000);
   - B. THE DECLARATION OF CONDOMINIUM OF ELITE RESORTS AT CRYSTAL RIVER, AS RECORDED IN OFFICIAL RECORDS BOOK 2189, AT PAGE 2344 (AS TO THE WESTERLY ADJOINER);
   - E. THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS 1182, AT PAGE 928 (AS TO THE SOUTHERLY ADJOINER);
   - F. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 582, AT PAGE 639 (AS TO CITRUS COUNTY PARCEL 18E19S08 11000
   - G. THE PLAT OF RIDGEWOOD ACRES, RECORDED IN PLAT BOOK 19, PAGES 51 THROUGH 53, INCLUSIVE (AS TO THE EASTERLY ADJOINERS);
   - H. THE PLAT OF CRYSTAL OAKS SEVENTH ADDITION, RECORDED IN PLAT BOOK 18, PAGES 52 THROUGH 55, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   - I. THE PLAT OF CRYSTAL OAKS EIGHTH ADDITION, RECORDED IN PLAT BOOK 18, PAGES 96 THROUGH 98, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   - J. THE SUMMARY OF PARCEL ACCOUNT 18E19S08 41000 AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - K. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT DEED OF RECORD AT A MINIMUM) WAS PERFORMED ON 08.30.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY; THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
8. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
9. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SIGNING PARTY.

LEGEND:

LB = LICENSED BUSINESS
D.B.A. = DOING BUSINESS AS
ID. = IDENTIFICATION
R/W = RIGHT-OF-WAY
△ = DESCRIPTIVE POINT
= BOUNDARY LINE
= RIGHT-OF-WAY LINE
= SECTION LINE
= FRACTIONAL SECTION LINE
= EASEMENT LINES (PURPOSES VARY)

Graphic Scale
1" = 200'



SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

R. KELLY ROBERTS
PROFESSIONAL SURVEYOR AND MAPPER NO. 3006
STATE OF FLORIDA
DATE SIGNED

SKETCH OF DESCRIPTION
CRYSTAL RIDGE ACQUISITION PARCEL "B"
CITRUS COUNTY PARCEL NO. 18E19S06 41000 (ALTERNATE KEY NO. 1504465)

PREPARED FOR DIX DEVELOPMENTS, LLC

SECTION 6 TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

NO.	DATE	REVISIONS	BY

SCALE: 1" = 200'
DATE: 10.20.2021
CHECKED: RKR
DRAWN: JLC
FIELD BOOK: ----
PAGE: ----
DATUM: NAD 83 (HARN)
FILE NO.: 501.05.002
JOB NO.: 501.05
SHEET: S-01 OF 01

ARDURRA GROUP, INC. D.B.A.
Pigeon-Ardurra, LLC
CIVIL ENGINEERS · PLANNERS
SURVEYORS & MAPPERS
605 S.E. 12th Street, Suite 3, Ocala, Florida 34471 (352) 867-7778 Voice (352) 867-7700 Fax

SURVEYING & MAPPING
LICENSED BUSINESS NO. LB 2610

File No. 501.05.002
Job No. 501.05
S-01 of 01

I:\501 Crystal Ridge\05 PD Zoning_dwg_PSM\501.05 Sketch of Descr Pt 2.dwg Copyright 2021 Pigeon-Roberts & Associates, LLC - All Rights Reserved
01.24 x 36

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

– SKETCH OF DESCRIPTION –

CRYSTAL RIDGE ACQUISITION PARCEL "C"

DESCRIPTION: (SEE NOTE 4)

THE PARCEL OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973, AND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, RANGE 18 EAST, CITRUS COUNTY, FLORIDA.

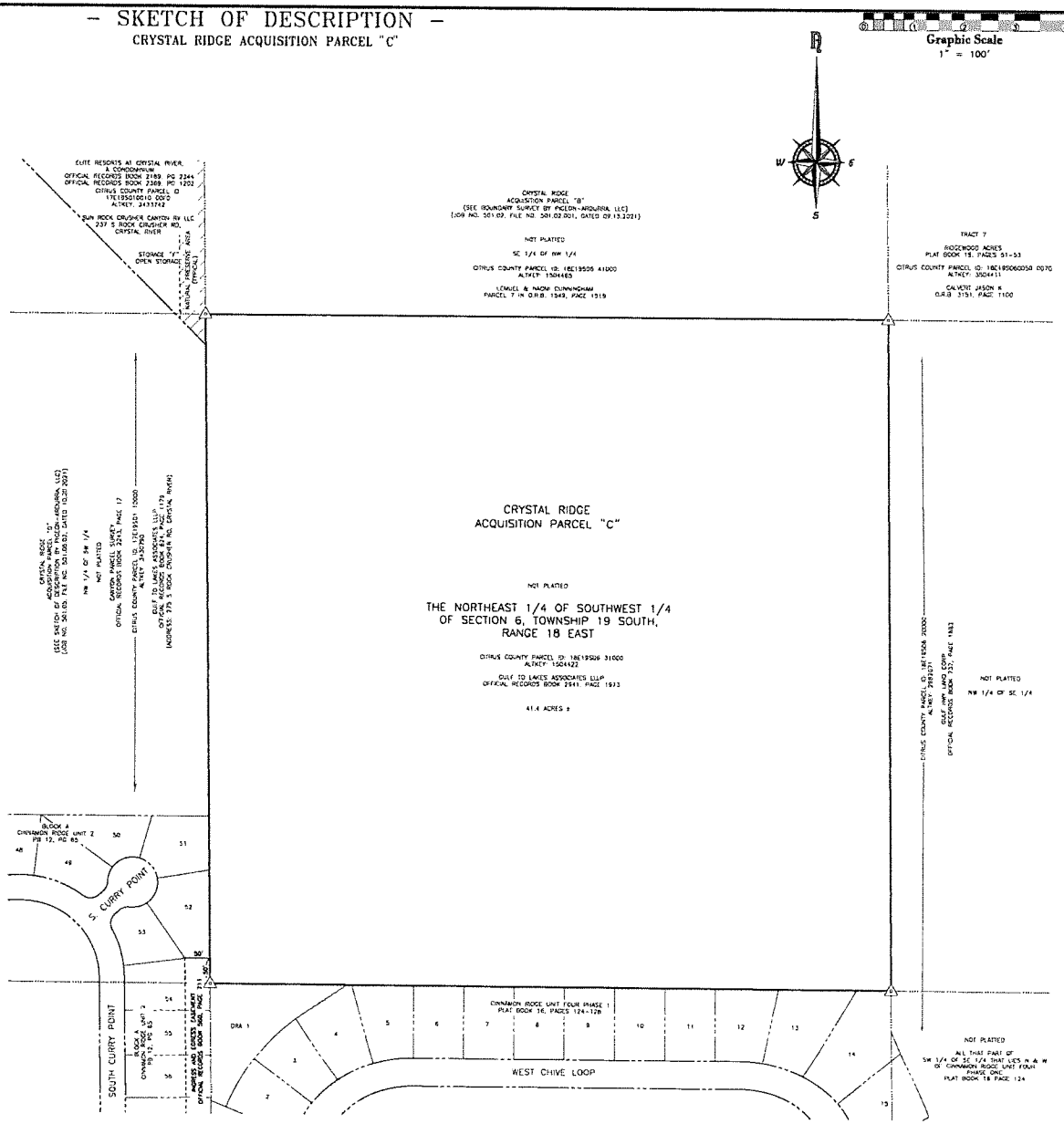
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN SPECIAL TRUSTEES WARRANTY DEED DATED, JULY 2, 1980 AND RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 711, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. THIS SKETCH HAS BEEN PREPARED WITHOUTH THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW CURRENT OWNERSHIP, ENCUMBRANCES OR OTHER MATTERS OF RECORD
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973.
5. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017D307D (FIRM), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE SEPTEMBER 26, 2014. FLOOD ZONE LIMITS DEPICTED HEREON (IF ANY) WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
6. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
7. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS SKETCH APPROXIMATING THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
   - A. THE QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928; THE QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 787, AT PAGE 725; (AS TO THE SUBJECT PARCEL, CITRUS COUNTY PARCEL ID: 18E19S06 31000);
   - B. THE DECLARATION OF CONDOMINIUM OF ELITE RESORTS AT CRYSTAL RIVER, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2189, AT PAGE 2344;
   - C. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 624, PAGE 1179; THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, PAGE 17; (AS TO CITRUS COUNTY PARCEL 17E19S01 10000)
   - D. THE PLAT OF CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65;
   - E. THE PLAT OF CINNAMON RIDGE UNIT FOUR PHASE ONE, RECORDED IN PLAT BOOK 16, PAGES 124 THROUGH 128, INCLUSIVE (AS TO SOUTHERLY ADJOINERS);
   - F. THE PLAT OF RIDGEWOOD ACRES, RECORDED IN PLAT BOOK 19, PAGES 51 THROUGH 53, INCLUSIVE; (AS TO NORTHEASTERLY ADJOINER);
   - G. THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1548, AT PAGE 1519; (AS TO CITRUS COUNTY PARCEL ID: 18E19S06 41000);
   - H. THE SUMMARY OF PARCEL ACCOUNT 18E19S06 31000 (ALTERNATE KEY NO. 1504422) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - I. THE SUMMARY OF PARCEL ACCOUNT 17E19S01 10000 (ALTERNATE KEY NO. 3430790) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - J. THE SUMMARY OF PARCEL ACCOUNT 17E19S010010 0070 (ALTERNATE KEY NO. 3433742) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - K. THE SUMMARY OF PARCEL ACCOUNT 18E19S06 41000 (ALTERNATE KEY NO. 1504465) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - L. THE SUMMARY OF PARCEL ACCOUNT 18E19S060050 0070 (ALTERNATE KEY NO. 3504411) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - M. THE SUMMARY OF PARCEL ACCOUNT 18E19S06 20000 (ALTERNATE KEY NO. 2982071) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - N. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT DEED OF RECORD AT A MINIMUM) WAS PERFORMED ON 09.30.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY. THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
8. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
9. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SIGNING PARTY.

LEGEND:

LB = LICENSED BUSINESS
D.B.A. = DOING BUSINESS AS
ID. = IDENTIFICATION
R/W = RIGHT-OF-WAY
= DESCRIPTIVE POINT
= BOUNDARY LINE
= RIGHT-OF-WAY LINE
= SECTION LINE
= FRACTIONAL SECTION LINE
= EASEMENT LINES (PURPOSES VARY)



SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

DATE SIGNED:

R. KELLY ROBERTS
PROFESSIONAL SURVEYOR AND MAPPER NO. 5005
STATE OF FLORIDA

SKETCH OF DESCRIPTION
CRYSTAL RIDGE ACQUISITION PARCEL "C"
CITRUS COUNTY PARCEL 18E19S06 31000
(ALTERNATE KEY NO. 1504422)

PREPARED FOR
DIX DEVELOPMENTS, LLC

SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

NO.	DATE	REVISIONS

SCALE: 1" = 100'
DATE: 09.30.2021
DRAWN: MC
CHECKED: RKR
FIELD BOOK:
PAGE:
DATUM: (1983) HARN
ZONE: WEST
JOB NO.: 501.03
FILE NO.: 501.03
SHEET: S-01 OF 01

INGLIN-ARDURRA GROUP, INC. D.B.A.
Pigeon-Arduirra, LLC
CA 0006135 | PA 0006135
(352) 867-7766 Voice
(352) 867-7768 Fax
CERTIFICATE OF AUTHORIZATION NUMBER
LICENSED BUSINESS NO. LB 2610
925 S.E. 17th Street
Suite A
Ocala, Florida 34471
SURVEYING & MAPPING

File No.
501.05.003

Job No.
501.05

S-01 of 01

T:\501 Crystal Ridge\ CD PD Zoning_dwg_PSM\501.05 Sketch of Desc #4 2.dwg - Copyright 2021 Pigeon-Roberts & Associates, LLC. - All Rights Reserved

Packet Pg. 837

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

– SKETCH OF DESCRIPTION –

CRYSTAL RIDGE ACQUISITION PARCEL "D"

DESCRIPTION: (SEE NOTE 5)

PARCEL B AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 8, 2007. A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 48 SECONDS EAST, 1181.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 36 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET, AN ARC LENGTH OF 840.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 13 SECONDS WEST, 812.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 48 SECONDS WEST, 347.37 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 787.37 FEET; (6) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET, AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02 SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.06 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 278.18 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST, 243.84 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 83 DEGREES 29 MINUTES 01 SECONDS EAST, 1058.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 973.33 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, 931.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA.

LESS AND EXCEPT:

THE LANDS DESCRIBED IN EXHIBIT A OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1317, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 48, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 48, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 48, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A, OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37' 38" EAST 118.38 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TO THE(S) NORTHEAST CORNER OF SAID LOT 47, BLOCK A; THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 39" WEST 23.81 FEET; THENCE SOUTH 89 DEGREES 19'37" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 31' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 25.76 FEET TO THE POINT OF BEGINNING.

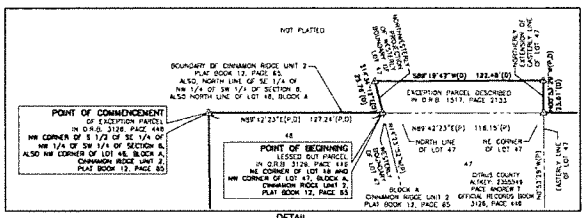
(+) = APPARENT SCRIVENER'S ERROR: "701 NE" SHOULD READ "TO THE"

SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. BEARINGS SHOWN HEREON ARE BASED ON THE DESCRIPTION OF PARCEL B AS SHOWN ON THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 8, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17; AND THE EXCEPTION DESCRIBED IN OFFICIAL RECORDS BOOK 1317, AT PAGE 2133.
3. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
4. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW ALL EASEMENTS AND ENCUMBRANCES OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE BOUNDARY SURVEY MAP AS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17 AND THE EXCEPTION PARCEL DESCRIBED IN EXHIBIT A OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1317, AT PAGE 2133.
6. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE "A" (AREAS WITHOUT BASE FLOOD ELEVATION (BFE)) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017C0306C (FIRM), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120063, PANEL 0306, SUFFIX E, EFFECTIVE DATE: JANUARY 15, 2021, VERSION NUMBER 2.4.3.2. AND FLOOD INSURANCE RATE MAP NO. 12017I0307D (FIRM), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE: SEPTEMBER 28, 2014; FLOOD INSURANCE RATE MAP (FIRM) PANEL LIMITS DEPICTED HEREON WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
7. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
8. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS OPINION AS TO THE LOCATION OF THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL (ALL RECORDING DATA REFERS TO THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA UNLESS SPECIFIED TO THE CONTRARY):
   A. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 824, PAGE 1179; THE BOUNDARY SURVEY MAP, OFFICIAL RECORDS BOOK 2243, PAGE 17; (AS TO THE SUBJECT PARCEL)
   B. THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1317, PAGE 2133; AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3126, PAGE 446; (AS TO THE EXCEPTION PARCEL)
   C. THE DECLARATION OF CONDOMINIUM OF ELITE RESORTS AT CRYSTAL RIVER, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2188, AT PAGE 2344;
   D. QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 787, AT PAGE 723;
   E. THE PLAT OF CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65;
   F. THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1348, AT PAGE 1319, (AS TO CITRUS COUNTY PARCEL ID: 18E19506 41000);
   G. THE SUMMARY OF PARCEL ACCOUNT 17E19501 10000 (ALTERNATE KEY NO. 3430780) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (AS TO THE SUBJECT PARCEL);
   H. THE SUMMARY OF PARCEL ACCOUNT 18E19506D020 00000 0470 (ALTERNATE KEY NO. 3335498) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (AS TO THE EXCEPTION PARCEL)
   I. THE SUMMARY OF PARCEL ACCOUNT 17E19501D10 00081 (ALTERNATE KEY NO. 3433837); THE SUMMARY OF PARCEL ACCOUNT 17E19501D10 00083 (ALTERNATE KEY NO. 3433841); THE SUMMARY OF PARCEL ACCOUNT 17E19501D030 00000 (ALTERNATE KEY NO. 3433878); AND THE SUMMARY OF PARCEL ACCOUNT 17E19501D010 00F0 (ALTERNATE KEY NO. 3433743); AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (AS TO ELITE RESORTS AT CRYSTAL RIVER, A CONDOMINIUM, NON-UNIT PARCELS)
   J. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT GIS OF RECORD AS A MINIMUM) WAS PERFORMED ON 10.18.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY, WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, UNITS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE, IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY. THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
9. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
10. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SCRIBING PARTY.

LEGEND:

- C# = REFERENCE TO CURVE TABLE
- (D) = DIMENSION/DATA PER DEED
- (L) = LEGAL DESCRIPTION
- LB = LICENSED BUSINESS
- D.B.A. = DOING BUSINESS AS
- D.R.O.W. = DRAINAGE RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = DIMENSION/DATA PER PLAT
- R/W = RIGHT-OF-WAY
- △ = DESCRIPTIVE POINT
- ——— = BOUNDARY LINE
- ——— = CENTERLINE OF RIGHT-OF-WAY
- ——— = RIGHT-OF-WAY LINE
- ——— = SECTION LINE
- ——— = FRACTIONAL SECTION LINE
- - - - - = EASEMENT LINES (PURPOSES VARY)



CURVE TABLE				
CURVE TAG	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1100.00'	940.97'	N28°56'12"W	912.54'
C2	1200.00'	557.87'	N17°44'54"W	552.86'
C3	1550.00'	825.05'	N15°49'02"W	815.35'

I:\501 Crystal Ridge\05 PD Zoning_dwg_PSM\501.05 Sketch of Descr PH 4.dwg - Copyright 2021 Pigeon-Roberts & Associates, LLC. - All Rights Reserved

Graphic Scale 1" = 200'

CRYSTAL RIDGE ACQUISITION PARCEL "B" (SEE BOUNDARY SURVEY BY PIGEON-ARDURRA, LLC) (DOR NO. 501.02, FILE NO. 501.02.001, DATED 09.15.2021) NOT PLATTED SE 1/4 OF NW 1/4

CITRUS COUNTY PARCEL ID: 18E19506 41000 ALTKEY: 1504425 (LEMAEL & NAOMI CUNNINGHAM PARCEL 7 IN O.R.B. 1349, PAGE 1319 ADDRESS: 5750 W CRYSTAL OAKS DR. LECANTO)

CRYSTAL RIDGE ACQUISITION PARCEL "C" (SEE SKETCH OF DESCRIPTION BY PIGEON-ARDURRA, LLC) (DOR NO. 501.05, FILE NO. 501.05.001, DATED 10.26.2021) NE 1/4 OF SW 1/4 NOT PLATTED

CITRUS COUNTY PARCEL ID: 18E19506 31000 ALTKEY: 1504422 GULF TO LAKES ASSOCIATES LLLP OFFICIAL RECORDS BOOK 2941, PAGE 1973

CITRUS COUNTY PARCEL ID: 17E19501 10000 ALTKEY: 3430780

GULF TO LAKES ASSOCIATES LLLP OFFICIAL RECORDS BOOK 824, PAGE 1179 (ADDRESS: 275 S ROCK CRUSHER RD, CRYSTAL RIVER)

EXCEPTION SEE DETAIL BELOW LEFT O.R.B. 1317, PAGE 2133

POINT OF BEGINNING PARCEL "B" NE CORNER OF CINNAMON RIDGE UNIT 2, PLAT BOOK 12, PAGE 65

POINT OF COMMENCEMENT OF EXCEPTION PARCEL IN O.R.B. 3126, PAGE 446 NW CORNER OF S 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 6, ALSO NW CORNER OF LOT 48, BLOCK A, CINNAMON RIDGE UNIT 2, PLAT BOOK 12, PAGE 65

BOUNDARY OF CINNAMON RIDGE UNIT 2 PLAT BOOK 12, PAGE 65

CINNAMON RIDGE UNIT 2 PLAT BOOK 12, PAGE 65

CINNAMON RIDGE UNIT FOUR PHASE 1 PLAT BOOK 16, PAGES 124-128

WEST CHIVE LOOP

SOUTH CURRY POINT

SOUTH THYME POINT

ST. ROSEMARY POINT

W CINNAMON RIDGE DRIVE (80' R/W - OF-WAY)

SOUTH ROCK CRUSHER ROAD (100' R/W - OF-WAY)

EASTERLY LINE OF ROCK CRUSHER ROAD

EASTERLY LINE OF ROCK CRUSHER ROAD

EASTERLY LINE OF ROCK CRUSHER ROAD

SE 1/4 OF NE 1/4 OF SECTION 1

SW 1/4 OF NW 1/4 OF SECTION 6

NW 1/4 OF SW 1/4 OF SECTION 6

NE 1/4 OF SE 1/4 OF SECTION 1

SE 1/4 OF SE 1/4 OF SECTION 1

SW 1/4 OF SW 1/4 OF SECTION 6

SW 1/4 OF SW 1/4

SE CORNER OF SECTION 1

SW CORNER OF SECTION 6

ZONE "X" (SEE NOTE 6)

ZONE "A" (SEE NOTE 6)

NOT PLATTED CANYON PARCEL SURVEY OFFICIAL RECORDS BOOK 3243, PAGE 17 CONTAINING 107.87 ACRES, MORE OR LESS(±)

NATURAL PRESERVE AREA (TYPICAL)

STORAGE "F" OPEN STORAGE

CITRUS COUNTY PARCEL ID: 17E19501D010 0081 ALTKEY: 3433837 ELITE RESORTS AT CRYSTAL RIVER A CONDOMINIUM OFFICIAL RECORDS BOOK 2188, PAGE 2344

CITRUS COUNTY PARCEL ID: 17E19501D030 0000 ALTKEY: 3433878

CITRUS COUNTY PARCEL ID: 17E19501D010 00B3 ALTKEY: 3433853

TRACT "B-4" OPEN SPACE

TRACT "C" RECREATION

TRACT "B-3" OPEN SPACE

TRACT "B-2" OPEN SPACE

TRACT "B-1" OPEN SPACE

OPEN "B-4"

CITRUS COUNTY PARCEL ID: 17E19501D010 00F0 ALTKEY: 3433743 ELITE RESORTS AT CRYSTAL RIVER A CONDOMINIUM OFFICIAL RECORDS BOOK 2188, PAGE 2344

CITRUS COUNTY PARCEL ID: 17E19501D010 00A0 ALTKEY: 3433673

CITRUS COUNTY PARCEL ID: 17E19501D010 0081 ALTKEY: 3433837 ELITE RESORTS AT CRYSTAL RIVER A CONDOMINIUM OFFICIAL RECORDS BOOK 2188, PAGE 2344

CITRUS COUNTY PARCEL ID: 17E19501D010 00B3 ALTKEY: 3433853

CITRUS COUNTY PARCEL ID: 17E19501D010 00A0 ALTKEY: 3433673

N89°25'54"E 276.18'

S26°35'36"E 115.82'

243.84' N90°00'00"E(D)

N18°50'44"E 130.87'

N88°57'15"E 672.90'

S1°02'45"E 102.34'

S83°29'01"E 1058.03'

S45°27'08"E 973.33'

S01°01'47"E 931.43'

N00°34'06"W 153.06'

N53°26'34"W 104.40'

S89°37'48"W 678.52'

S00°59'51"E 332.07'

S89°41'24"W 678.39'

N00°04'48"E 1181.79'

N04°25'48"W 347.37'

S14°31'12"E 25.76'

N31°03'59"W 787.37'

N89°19'43"W 122.48'

N00°53'39"E 23.81'

N89°42'23"E 127.24'

S89°19'37"W 122.48'

N14°31'12"W 25.76'

S00°53'39"W 23.81'

N89°42'23"E 127.24'

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

RL KELLY ROBERTS FLORIDA REGISTERED SURVEYOR AND MAPPER NO. 5656 STATE OF FLORIDA DATE SIGNED:

SKETCH OF DESCRIPTION

CRYSTAL RIDGE ACQUISITION PARCEL "D"

CITRUS COUNTY PARCEL 17E19501 10000 (ALTERNATE KEY NO. 3430780)

PREPARED FOR DIX DEVELOPMENTS, LLC

SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA AND SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

NO.	DATE	REVISIONS	BY

SCALE: 1" = 100' | DATE: 10.26.2021 | CHECKED: MC | DRAWN: MC | FIELD BOOK: | DATUM: 1983 NAD 83 | FILE NO.: 501.05.004 | JOB NO.: 501.05 | SHEET: SCTN 01 OF 01

ARDURRA GROUP, INC. D.B.A. Pigeon-Ardurra, LLC
825 S.E. 13th Street, Suite A, Ocala, Florida 34471 (352) 861-7758 Voice (352) 861-7759 Fax
CIVIL ENGINEERS • PLANNERS SURVEYORS & MAPPERS
SURVEYING & MAPPING LICENSED BUSINESS NO. LB 2610

File No. 501.05.004

Job No. 501.05

S-01 of 01

Packet Pg. 838

T.1.c

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX D

Traffic Operations Study

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

OCTOBER 2021

CRYSTAL RIDGE

RESIDENTIAL SITE

CITRUS COUNTY, FLORIDA

TRAFFIC OPERATIONS STUDY

luke transportation engineering consultants

transportation engineering + planning

Ltec № 21-2702

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CITRUS COUNTY

TRAFFIC OPERATIONS STUDY

CRYSTAL RIDGE

RESIDENTIAL SITE

Prepared for:

Pigeon Ardurra
925 SE 17th Street, Suite A
Ocala, FL 34471

Prepared by:

LUKE TRANSPORTATION ENGINEERING CONSULTANTS, INC.

P. O. Box 941556
Maitland, Florida 32794-1556
407-423-8055

www.Ltec-FL.com

OCTOBER 2021

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PROFESSIONAL ENGINEERING CERTIFICATE

I hereby certify that I am a registered professional engineer in the State of Florida practicing with Luke Transportation Engineering Consultants, a corporation authorized to operate as an engineering business (#EB-0007429), by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice hereby reported for

PROJECT: Crystal Ridge Residential Site

LOCATION: South Rock Crusher Road, Citrus County, Florida

CLIENT: Pigeon Ardurra

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering as applied through professional judgment and experience.

NAME: J. Anthony Luke, P.E.

P.E. NO.: 42642

DATE: 15 Oct 21

SIGNATURE:

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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INTRODUCTION

Purpose

This study was conducted to assess the traffic impact of the proposed Crystal Ridge Residential Site ("Project") in Citrus County, Florida. The Project site location is shown in **Figure 1**. **Figure 2** shows the conceptual site plan with three (3) proposed access points, along South Rock Crusher Road and West Crystal Oaks Drive. While the site plan (Figure 2) depicts four phases of development, this traffic analysis is based on the full build-out of the Project by year 2030. As determined through coordination with the Citrus County staff, the traffic analysis required for the Project is limited to the peak hour analysis of the proposed Project access points. Citrus County does not require a concurrency analysis of the off-site transportation network. Based on the adopted Citrus County municode, the traffic analysis for the Project includes the following components:

- No TIA Methodology Letter/Statement required,
- Study Intersection limited to the Project Driveway Access Points,
- Review Area/Study Roadways limited to the South Rock Crusher Road and West Crystal Oaks Drive roadway segments adjacent to the Project access points, and
- Background traffic growth rates determined based on minimum 2% annual growth rate or historic traffic volumes, whichever was higher.

Site Location and Site Plan

The Project site location is shown in Figure 1, east of South Rock Crusher Road, with properties north and south of West Crystal Oaks Drive in Citrus County, Florida. The property is currently undeveloped. Figure 2 shows the conceptual site plan with the full access driveways identified.

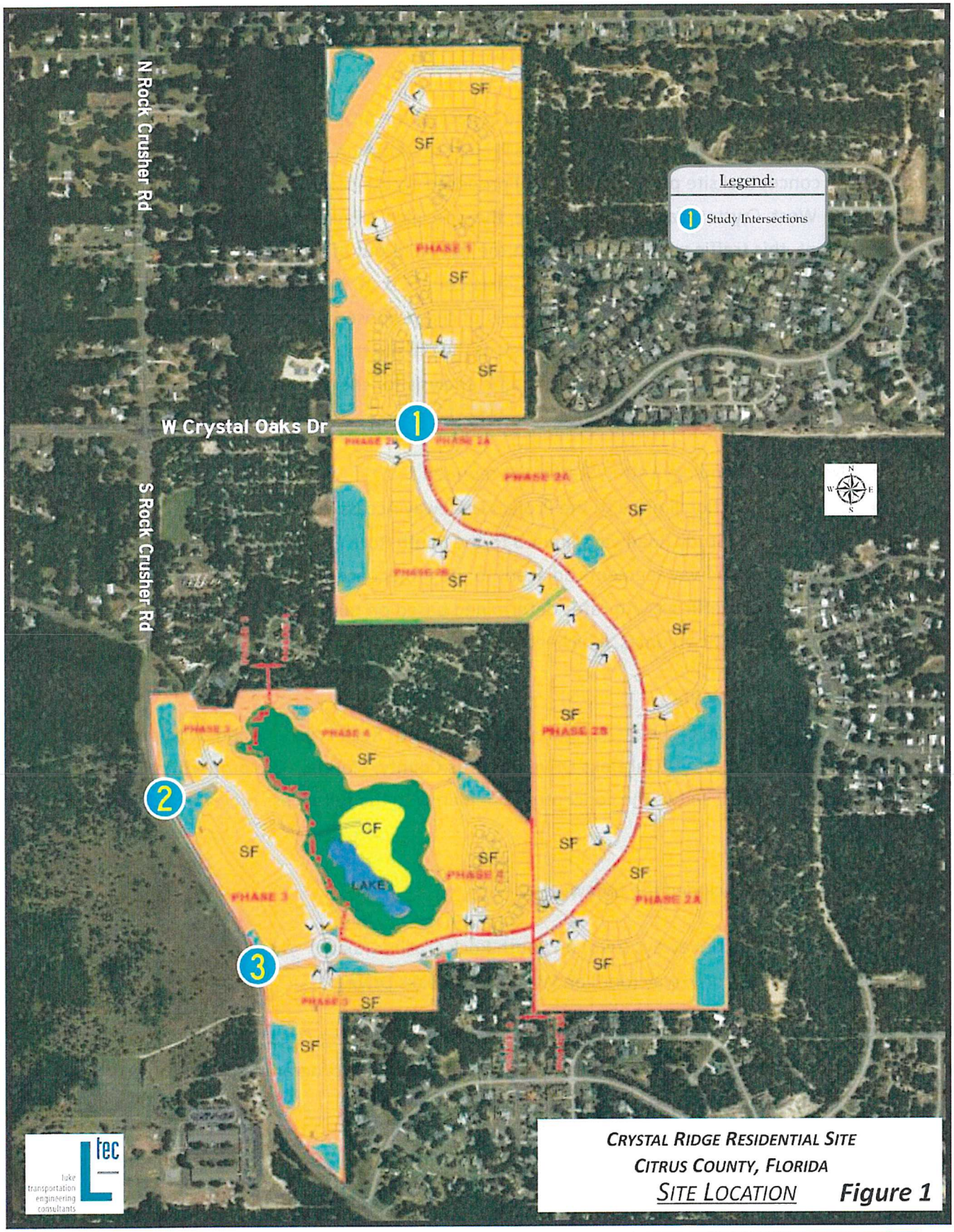
Study Limits

The TIA study limits included the following:

- Project access driveways (two) on South Rock Crusher Road
- Project access driveway (one) on West Crystal Oaks Drive

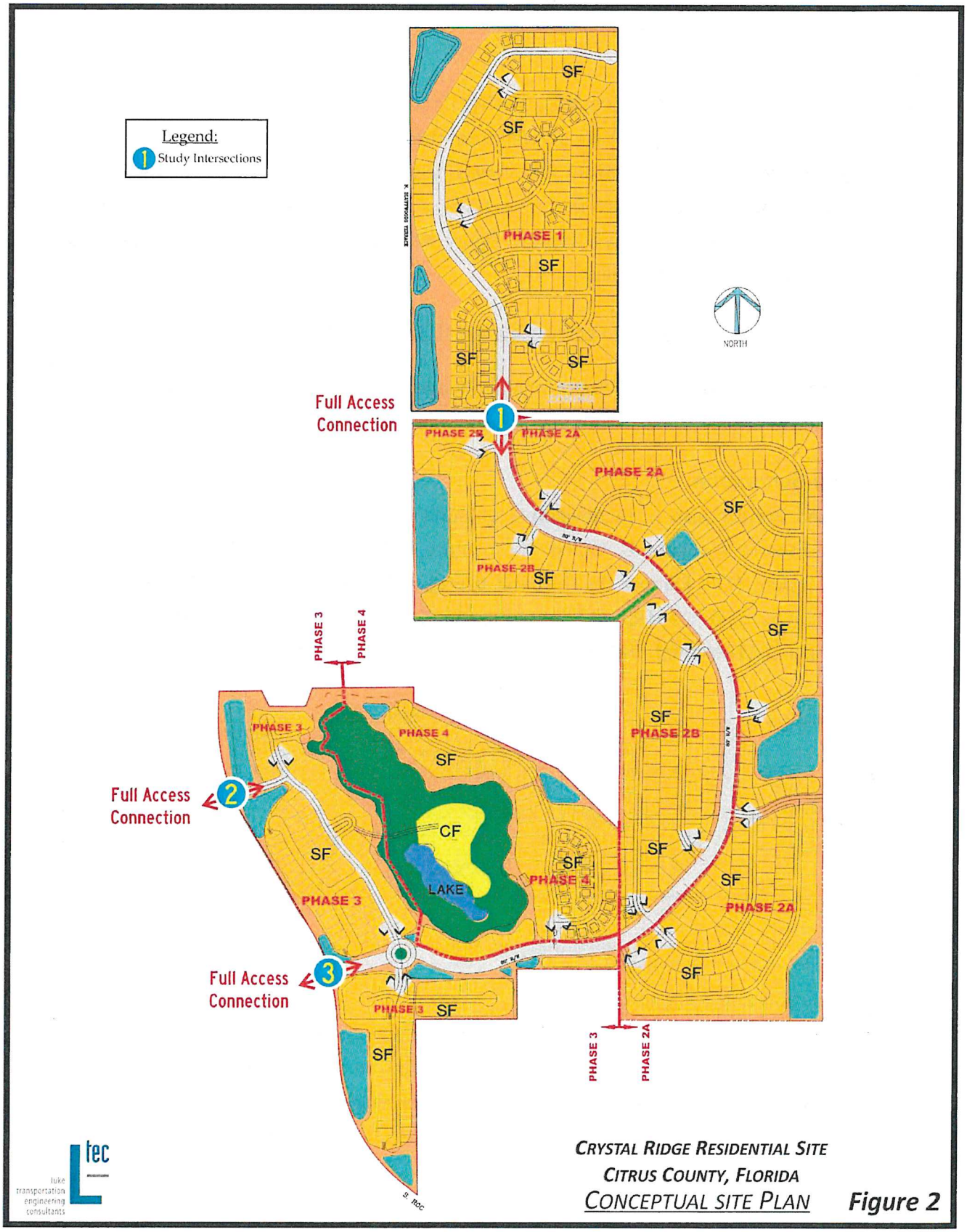
Based on a review of the Hernando/Citrus Metropolitan Planning Organization FY 2022-2026 Transportation Improvement Program, no improvements are programmed for construction within the Project traffic study limits.

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CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
SITE LOCATION **Figure 1**

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CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
CONCEPTUAL SITE PLAN

Figure 2

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Existing Traffic Volumes

Existing traffic volumes for the South Rock Crusher Road and West Crystal Oaks Drive roadway segments adjacent to the Project were derived from the turning movement count collected for this study. The turning movement count summary is included in **Appendix A**. The existing (2021) intersection volumes are developed from raw turning movement counts and FDOT Seasonal Factors to produce Annual Average volumes. **Figure 3** shows the existing A.M. and P.M. peak hour access driveways traffic volumes.

Existing Adjacent Roadway Segment Level of Service (LOS) Conditions

- South Rock Crusher Road - West Cinnamon Ridge Drive to West 7 Rivers Drive: LOS C
- West Crystal Oaks Drive - South Rock Crusher Road to SR 44: LOS C

Project Trip Generation

The proposed Project plan is to develop a 957-unit residential neighborhood, with three driveways as shown in Figure 2. Using the Institute of Transportation Engineers (ITE) *Trip Generation Report*, (11th Edition) for this land use type, it is estimated that the project will generate 668 A.M. peak hour trips (172 entering and 496 exiting) and 911 P.M. peak hour trips (574 entering and 337 exiting). **Table 1** summarizes the trip generation.

TABLE 1
Estimated Trip Generation (1)

			Trip Generation Rates							Traffic Volumes						
				A.M. Peak Hour			P.M. Peak Hour				A.M. Peak Hour			P.M. Peak Hour		
Land Use	Size	ITE Code (2)	Daily	Total	Enter	Exit	Total	Enter	Exit	Daily	Total	Enter	Exit	Total	Enter	Exit
P 1 - Single Family	232 DU	210 / E	9.43	0.69	0.18	0.51	0.94	0.59	0.35	2,188	160	42	118	218	137	81
P 2A - Single Family	315 DU	210 / E	9.21	0.67	0.17	0.50	0.93	0.59	0.34	2,901	212	54	158	293	186	107
P 2B - Single Family	181 DU	210 / E	9.62	0.71	0.18	0.53	0.96	0.60	0.36	1,741	129	33	96	174	109	65
P 3 - Single Family	161 DU	210 / E	9.71	0.71	0.18	0.53	0.97	0.61	0.36	1,563	114	29	85	156	98	58
P 4 - Single Family	68 DU	210 / E	10.41	0.77	0.20	0.57	1.02	0.64	0.38	708	53	14	39	70	44	26
Total	**957 DU**								**Total**	**9,101**	**668**	**172**	**496**	**911**	**574**	**337**

(1) Trip generation calculations from 11th Edition of ITE Trip Generation Report.

(2) ITE Land Use Code Number / E = Fitted Curve Equation

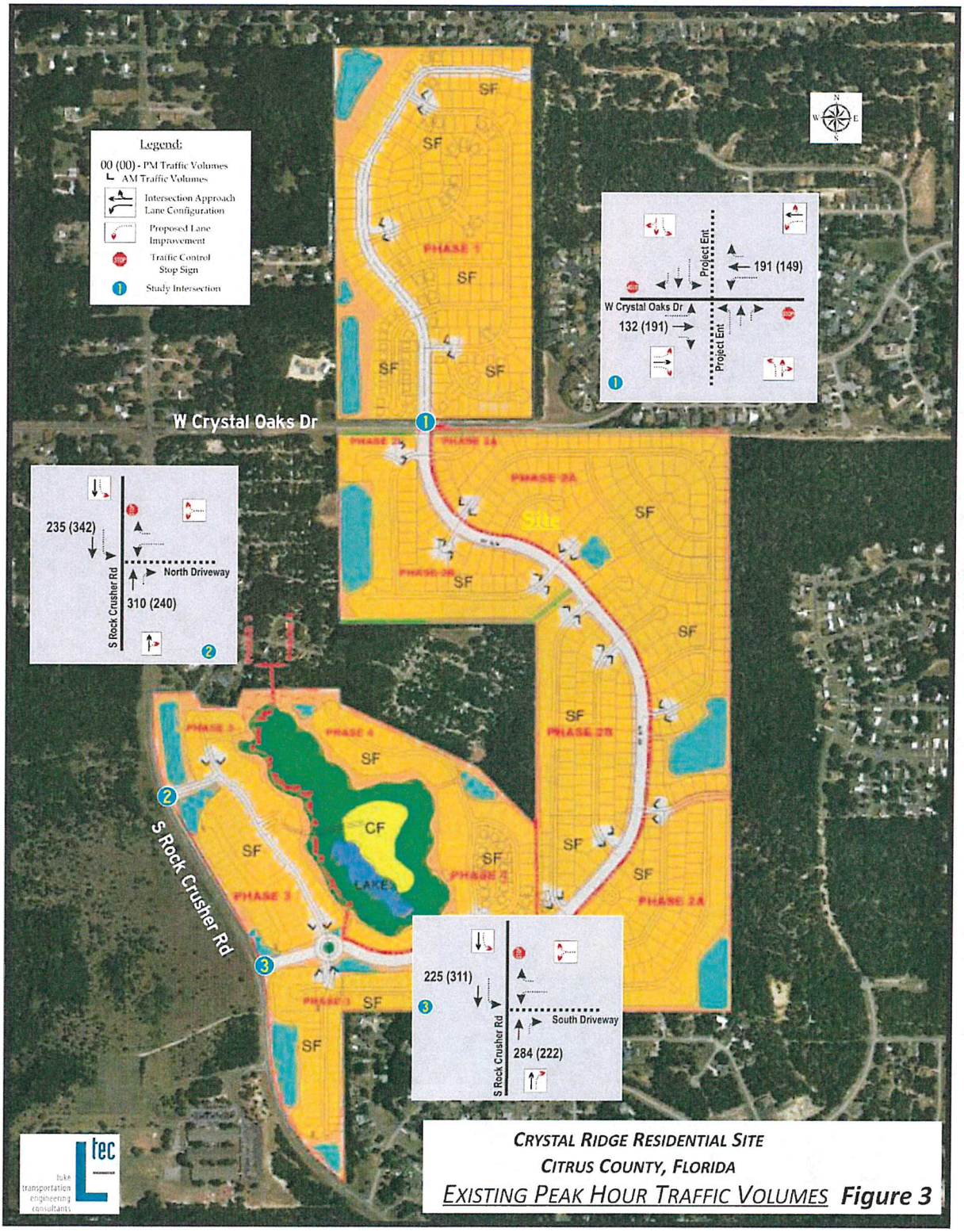
Daily - Ln (T) = 0.92 Ln (X) + 2.68, AM - Ln (T) = 0.91 Ln (X) +0.12 (26% Enter/74% Exit), and PM - Ln (T) = 0.94 Ln (X) +0.27 (63% Enter/37% Exit)

Luke Transportation Engineering Consultants, Inc., 2021

Trip Distribution and Assignment

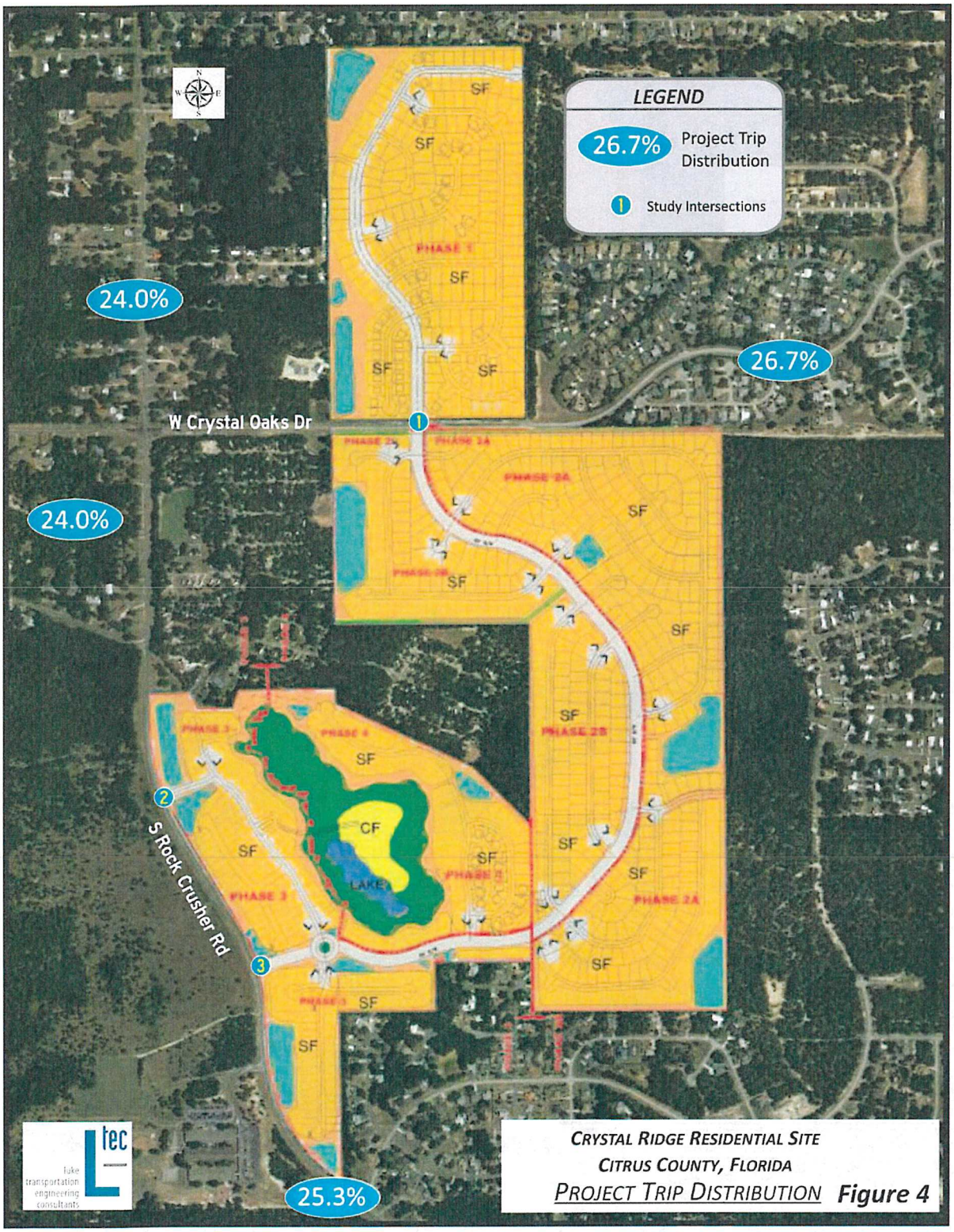
Project trip distribution was estimated based on the existing turning movement counts collected in the area. **Figure 4** shows the Project trip distribution based on the access connections. The Project trips were assigned to the site driveways and adjacent South Rock Crusher Road and West Crystal Oaks Drive segments at the Project driveways.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
EXISTING PEAK HOUR TRAFFIC VOLUMES **Figure 3**

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
PROJECT TRIP DISTRIBUTION **Figure 4**

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Background Traffic

Background traffic volumes were developed via an incremental approach using existing traffic plus the maximum of a minimum 2% annual growth rate or a FDOT trend analysis of five or ten years of historical traffic counts 2030 growth factor (copies of the 5-year and 10-year historical traffic trend projections are included in **Appendix B**). **Table 2** presents the projected 2030 Growth Factor (1.18) for each study roadway segment and study intersection.

TABLE 2

Background 2030 Daily Traffic Volumes Growth Factor

Roadway Segment		Daily Traffic Volumes							2030
From	To	Existing (1)	FDOT Trends (2) 2030	FDOT Trends (2) Trend	2% Growth (3) 2030	2% Growth (3) Growth	Background (4)	Annual Rate (5)	Growth Factor
Rock Crusher Road									
Venable St	CR 490	6,611	1.15	7,603	1.18	7,801	7,801	2.00%	1.18
West Crystal Oaks Drive									
Rock Crusher Rd	US 19	3,957	1.06	4,190	1.18	4,670	4,670	2.00%	1.18

1. From Citrus County 2021 Average Daily Traffic & Truck Percentages

2. From FDOT Historical Trends Worksheets (5 Year or 10 Year): 2030 Growth %

3. 2% Annual Growth Rate [(2030 - 2021) x 0.02 = 18%]

4. Background = Maximum (FDOT Trend or 2% Annual Growth)

5. Annual Growth Rate = (Background - Existing) / (2030 - 2021) / Existing

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Traffic Volumes and Operating Conditions at Project Build-out

The AM and PM peak hour Project trips were added to the future background traffic volumes for the adjacent South Rock Crusher Road and West Crystal Oaks Drive roadway segments. The South Rock Crusher Road and West Crystal Oaks Drive segment volumes are summarized in **Table 3**. As shown, South Rock Crusher Road and West Crystal Oaks Drive are estimated to continue to operate at LOS C for the adjacent roadway segment at build-out of the Project.

The estimated AM and PM peak hour traffic volumes for the site driveways at the Project build-out are provided in **Figure 5** for the AM and **Figure 6** for the PM. Synchro 10 software using Highway Capacity Manual (HCM), 6th Edition techniques was used to analyze the projected traffic volumes for the Project driveways. The HCM Synchro reports for the Project driveway is included in **Appendix C.**

The Project driveways projected level of service and delay are also presented in Table 3. As can be seen, all the major streets left turn movements operate at a LOS A condition. All the minor street movements operate at a level of service of C or better except for the West Crystal Oaks Drive Project Entrance (Intersection #1) northbound minor street which operates at LOS D condition. The volume to capacity ratio (Lane V/C Ratio) for this northbound movement is less than 1.0 (0.405), which indicates a delay issue due to the main street traffic volumes and is not a capacity issue.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

TABLE 3

Study Roadway Segment Parameters and Projected (2030) Level of Service

Roadway Segment From	To	# of Lanes	Adopted Functional Class	LOS	Roadway Service Volumes Peak Hour / Peak Direction Capacity Table (1)				
South Rock Crusher Road					A	B	C	D	E
Venable St	CR 490	2L	Major Collector	C	0	0	590	850	900
West Crystal Oaks Drive					A	B	C	D	E
Rock Crusher Rd	US 19	2L	Major Collector	C	0	0	590	850	900

Roadway Segment From	To	# of Lanes	Traffic Volumes with Project Trips A.M. Peak Hour Volumes NB	SB	LOS	P.M. Peak Hour Volumes NB	SB	LOS	Meets Adopted LOS
South Rock Crusher Road			NB	SB		NB	SB		
Venable St	CR 490	2L	403	372	C	407	517	C	Yes
West Crystal Oaks Drive			EB	WB		EB	WB		
Rock Crusher Rd	US 19	2L	241	352	C	429	329	C	Yes

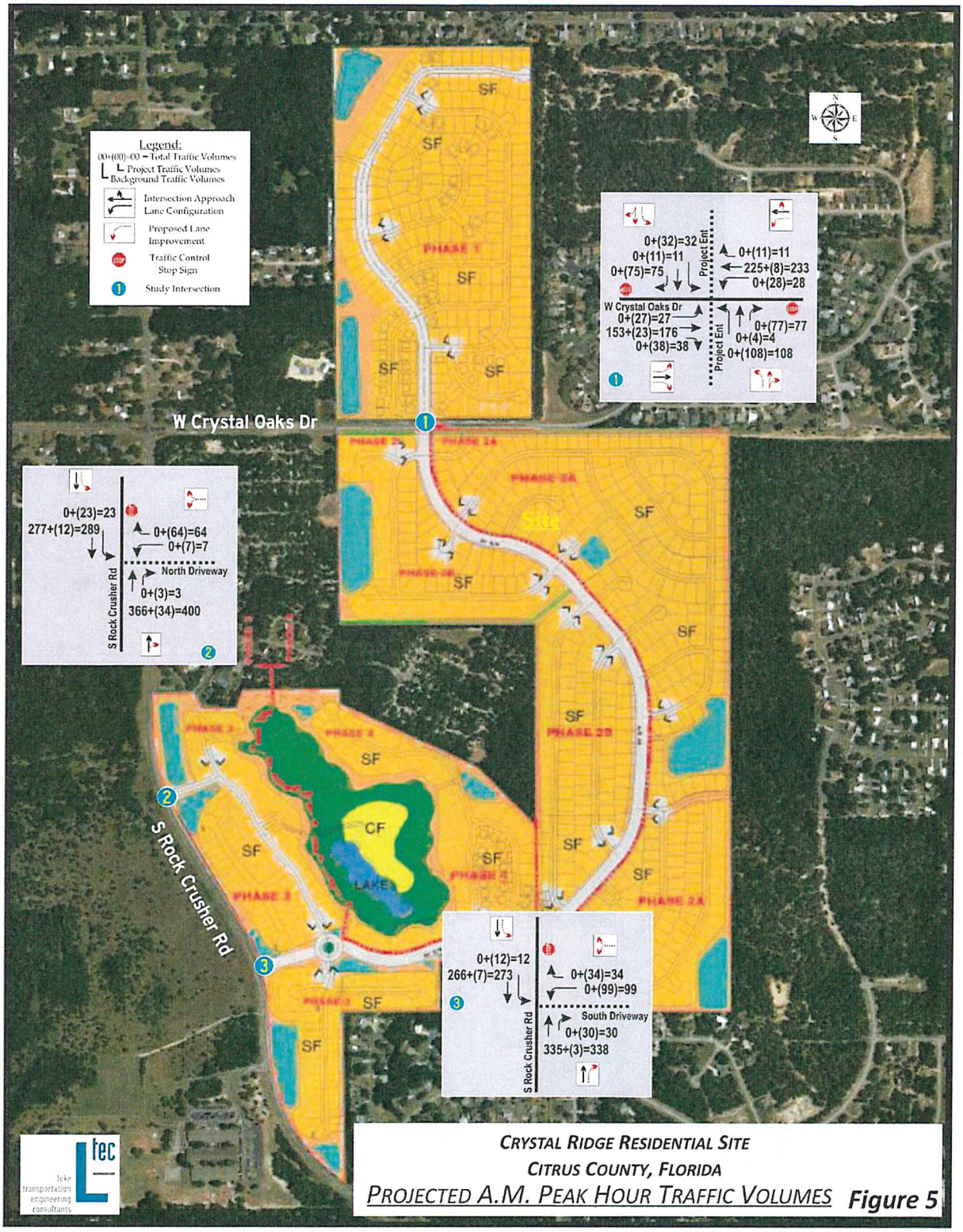
Study Intersections Projected Level of Service

Intersection	Control	Delay (Sec/Veh)	LOS
1 - West Crystal Oaks Drive and Project Entrance		**A.M. Peak Hour**	
	STOP (2)	7.9/7.8 // 18.7/13.4	A/A // C/B
		P.M. Peak Hour	
	STOP (2)	8.0/8.5 // 26.0/21.6	A/A // D/C
2 - South Rock Crusher Road and North Project Driveway		**A.M. Peak Hour**	
	STOP (3)	8.4 // 12.9	A // B
		P.M. Peak Hour	
	STOP (3)	8.3 // 12.3	A // B
3 - South Rock Crusher Road and South Project Driveway		**A.M. Peak Hour**	
	STOP (3)	8.3 // 18.7	A // C
		P.M. Peak Hour	
	STOP (3)	8.5 // 19.7	A // C

1. *Citrus County Comprehensive Plan*
2. *EB/WB Major Street Left Turn Movements // NB/SB Minor Street Movements*
3. *SB Major Street Left Turn Movement // WB Minor Street Movements*

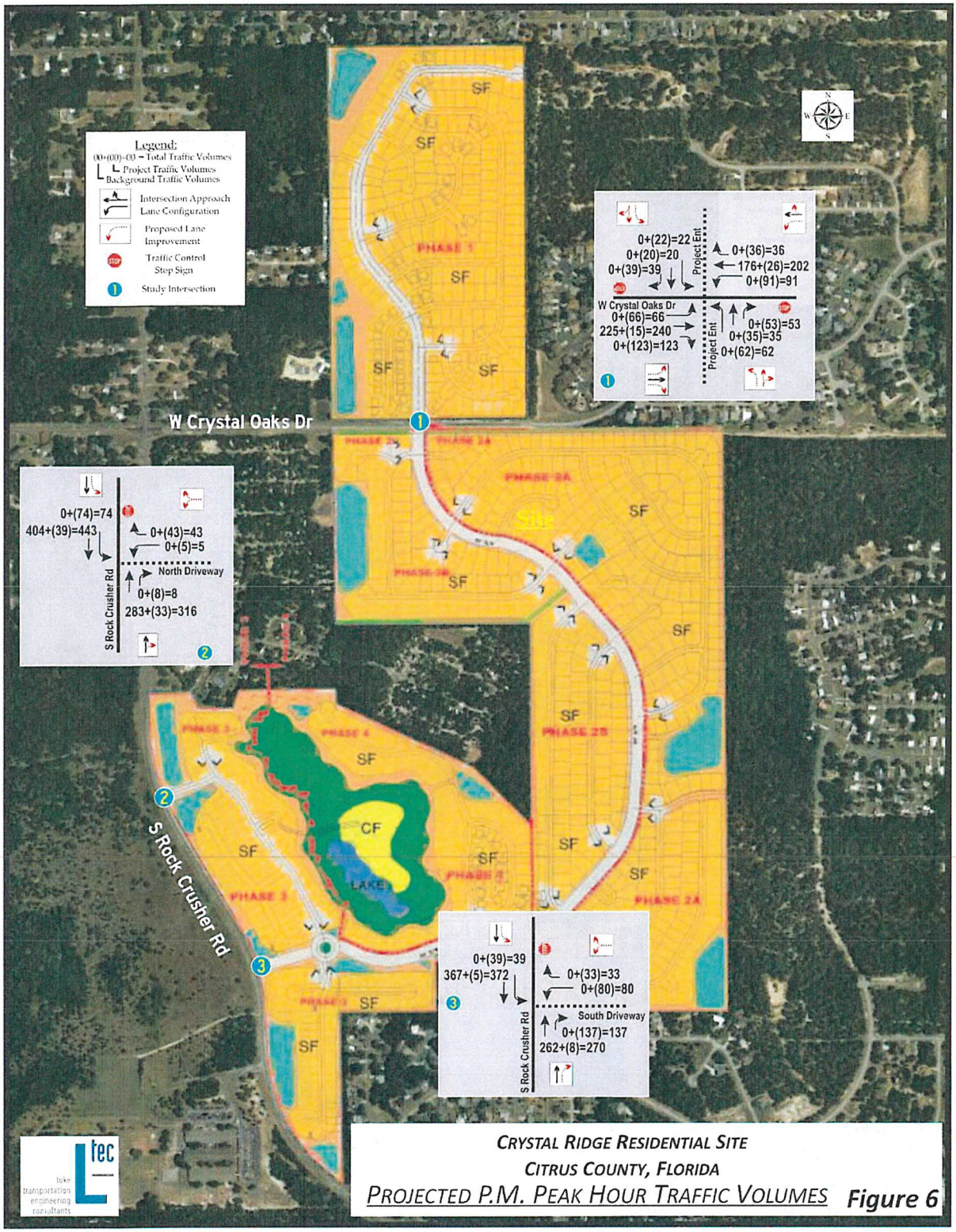
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CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
PROJECTED A.M. PEAK HOUR TRAFFIC VOLUMES **Figure 5**

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



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Project Access Auxiliary Turn Lanes

As documented in the FDOT *Driveway Information Guide, 2008* exclusive right turn lanes are useful where a combination of high roadway speeds and high right turn volumes into a driveway are expected. However, the **FDOT Standard Index** has no specific guidance on warrants for right turn lanes into unsignalized driveways. Rather they have developed a set of guidelines to assist in the decision-making process. Per **Exhibit 44** (see **Appendix D**), for roadways with a posted speed of 45 mph or greater, the range of right turns that would meet the recommendation for a right turn lane is 80 to 125. The lower threshold of 80 right turning vehicles per hour would be most used for higher volumes roadways (greater than 600 vehicles per hour, per lane in one direction on the major roadway). The Project entrances (Intersection #1, Intersection #2, and Intersection #3) projected major street right turn AM peak hour traffic volumes range from a low of 3 to a high of 38. During the PM peak hour, the projected right turn volumes range from a low of 8 to a high of 137.

An evaluation was also conducted using the procedures documented in the *NCHRP Report 457: Evaluating Intersection Improvements, 2001* and the projected traffic counts utilized in this analysis to evaluate the need for an auxiliary right-turn lane at the unsignalized Project Entrances (Intersection #1, Intersection #2, and Intersection #3). The results of this analysis indicate that based on the projected traffic volumes, Intersection #1 and Intersection #3 Project driveways would meet the recommendation to add a right turn bay. See **Appendix D** for the auxiliary turn lane *Figure 2-6. Guideline for determining the need for a major-road right-turn bay at a two-way stop controlled-intersection* analyses worksheets. The proposed major street right turn lanes at the Project entrances are shown in **Figure 3** as dashed red arrows.

An evaluation was also conducted to determine if projected traffic volumes at each of the access Project driveways (Intersection #1, Intersection #2, and Intersection #3) would meet the minimum requirements for an auxiliary left-turn lane. Again, procedures documented in the *NCHRP Report 457: Evaluating Intersection Improvements* and the projected traffic counts utilized in this analysis were used to evaluate the need for the auxiliary major street left-turn lane. The results of this analysis indicate that based on the projected traffic volumes, an auxiliary major street left-turn lane is recommended for each of the access Project driveways (Intersection #1, Intersection #2, and Intersection #3). See **Appendix D** for the auxiliary turn lane analysis worksheets. The proposed major street left turn lane configuration for each of the study intersections, is shown in **Figure 3** as dashed red arrows.

Table 4 is a summary of each of the study intersections recommended approach lane configuration. The table identifies, for each approach, the recommended auxiliary turn lane in red. The table presents which analysis period met the auxiliary turn lane recommendation. In addition, the 95th percentile queue length for the major street left turn movements and the minor street movements are presented.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

TABLE 4

Study Intersections Auxiliary Approach Lane Configuration

Approach / Movement		Lanes	Turn Lane Length	Traffic Control	Meets Recommendation for Auxiliary Lane	95th %ile Queue	Meets Recommendation for Auxiliary Lane	95th %ile Queue
1 - West Crystal Oaks Drive and Project Entrance								
					A.M. Peak Hour		P.M. Peak Hour	
EB	Left	1	400	Free Flow	No	22	Yes	39
	Thru	1						
	Right	1	350		No		Yes	
WB	Left	1	400	Free Flow	No	33	Yes	50
	Thru	1						
	Right	<			No		No	
NB	Left	1	150	STOP	Yes	77	Yes	53
	Thru	1				49		58
	Right	<						
SB	Left	1	150	STOP	Yes	44	Yes	43
	Thru	1				76		76
	Right	<						
2 - South Rock Crusher Road and North Project Driveway								
					A.M. Peak Hour		P.M. Peak Hour	
WB	Left	1		STOP		32		31
	Right							
NB	Thru	1		Free Flow				
	Right	<			No		No	
SB	Left	1	400	Free Flow	No	29	Yes	22
	Thru	1						
3 - South Rock Crusher Road and South Project Driveway								
					A.M. Peak Hour		P.M. Peak Hour	
WB	Left	1		STOP		51		73
	Right							
NB	Thru	1		Free Flow				
	Right	1	350		No		Yes	
SB	Left	1	400	Free Flow	No	37	Yes	36
	Thru	1						

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SUMMARY / CONCLUSIONS

A traffic operations study was performed for the proposed Crystal Ridge residential site in Citrus County, Florida. This study evaluates conditions at build-out of the development.

The site is located north and south of West Crystal Oaks Drive and east of South Rock Crusher Road with two access driveways onto South Rock Crusher Road and one onto West Crystal Oaks Drive.

The proposed Project plan is to develop a 957 dwelling unit single family residential development with build-out by 2030.

It is estimated that the project will generate 911 PM peak hour trips (574 entering and 337 exiting).

The adjacent roadway segments (West Crystal Oaks Drive and South Rock Crusher Road) are estimated to operate at a LOS C or better condition at build-out of the Project.

The Project driveways are estimated operate at LOS A for all the major streets left turn movements. The minor street movements are projected to operate at a LOS C or better for all the access driveways except the West Crystal Oaks Drive and Project Entrance (Intersection #1) PM peak hour northbound approach which will operate at a LOS D condition. The volume to capacity ratio (Lane V/C Ratio) for this northbound movement is less than 1.0 (0.405), which indicates a delay issue due to the main street traffic volumes and is not a capacity issue.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Appendix A – Existing Turning Movement Volumes

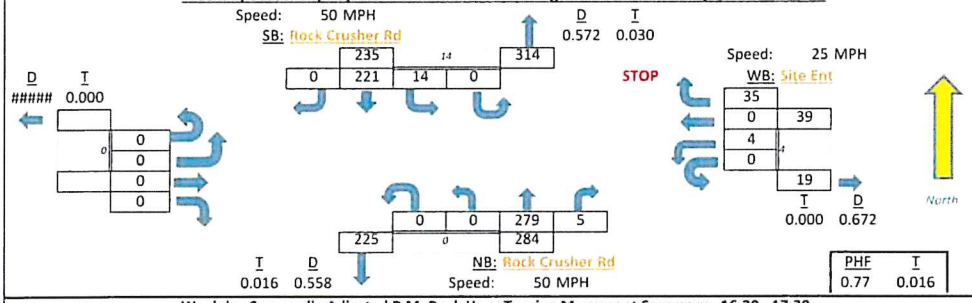
Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Summary of Vehicle Movements

Luke Transportation Engineering Consultants

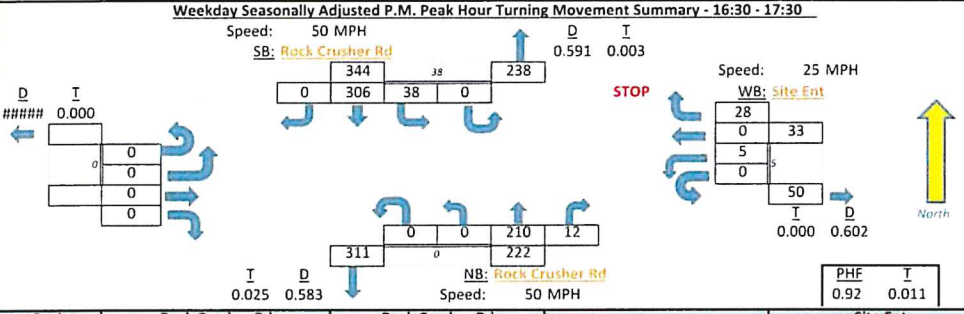
Project:	Crystal Ridge		LTEC 21-2701		
N/S Road:	Rock Crusher Rd	**Observer:**	LTEC		
E/W Road:	Site Ent	**Weather:**	Clear		
Date:	Wednesday, May 19, 2021	**Rd Condition:**	Ok		
City:	Crystal River	**Signal:**	No	**Latitude:**	28.855345°
County:	Citrus	**Major St Movement:**	North/South	**Longitude:**	-82.537789°
FDOT SF:	1.09	**PM Pk Hr Factor:**	0.84	**Station #:**	1

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 08:00 - 09:00



PHF	T
0.77	0.016

Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:30 - 17:30



PHF	T
0.92	0.011

Peak Hour Time Interval	Rock Crusher Rd Northbound				Rock Crusher Rd Southbound				Eastbound				Site Ent Westbound			
	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt
# Lanes			1	1		1		1						1		1
Length				350		365										
7:00 7:15	0	0	44	1	0	1	27	0	0	0	0	0	0	1	0	3
7:15 7:30	0	0	60	0	0	1	19	0	0	0	0	0	0	2	0	4
7:30 7:45	0	0	51	0	0	1	38	0	0	0	0	0	0	1	0	8
7:45 8:00	0	0	82	0	0	2	49	0	0	0	0	0	0	2	0	4
Hourly Sum	0	0	237	1	0	5	133	0	0	0	0	0	0	6	0	19
8:00 8:15	0	0	49	2	0	2	36	0	0	0	0	0	0	1	0	2
8:15 8:30	0	0	58	2	0	3	45	0	0	0	0	0	0	0	0	4
8:30 8:45	0	0	72	0	0	4	47	0	0	0	0	0	0	2	0	16
8:45 9:00	0	0	76	1	0	4	74	0	0	0	0	0	0	1	0	10
Hourly Sum	0	0	255	5	0	13	202	0	0	0	0	0	0	4	0	32
16:00 16:15	0	0	59	2	0	11	54	0	0	0	0	0	0	1	0	7
16:15 16:30	0	0	37	1	0	7	48	0	0	0	0	0	0	0	0	4
16:30 16:45	0	0	59	6	0	3	62	0	0	0	0	0	0	1	0	6
16:45 17:00	0	0	52	2	0	8	67	0	0	0	0	0	0	0	0	5
Hourly Sum	0	0	207	11	0	29	231	0	0	0	0	0	0	2	0	22
17:00 17:15	0	0	39	2	0	11	83	0	0	0	0	0	0	2	0	12
17:15 17:30	0	0	42	1	0	13	69	0	0	0	0	0	0	2	0	3
17:30 17:45	0	0	47	2	0	13	51	0	0	0	0	0	0	0	0	7
17:45 18:00	0	0	34	1	0	8	50	0	0	0	0	0	0	0	0	6
Hourly Sum	0	0	162	6	0	45	253	0	0	0	0	0	0	4	0	28
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
8:00 9:00	0	0	279	5	0	14	221	0	0	0	0	0	0	4	0	35
% Turns			98.2%	1.8%		6.0%	94.0%							10.3%		89.7%
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
16:30 17:30	0	0	209	12	0	38	306	0	0	0	0	0	0	5	0	28
% Turns			94.6%	5.4%		11.0%	89.0%							15.2%		84.8%

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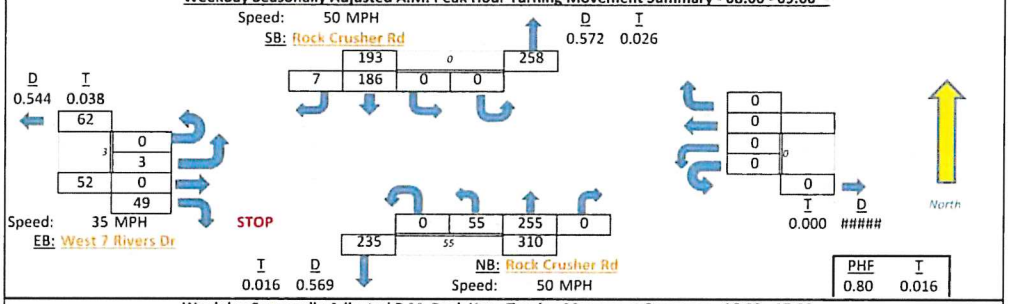
Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Summary of Vehicle Movements

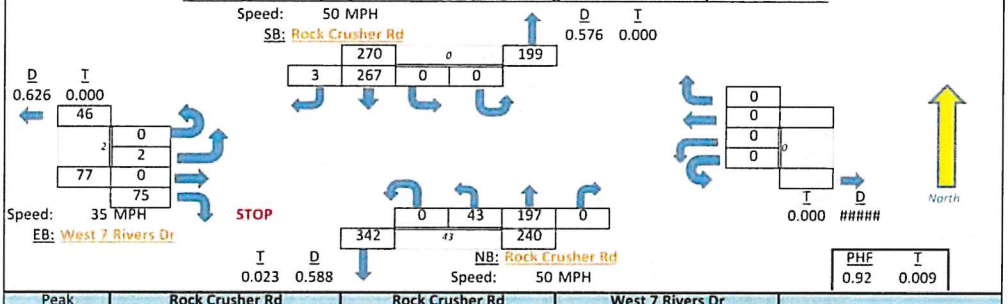
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Project:	Crystal Ridge		LTEC 21-2201		
N/S Road:	Rock Crusher Rd	**Observer:**	LTEC		
E/W Road:	West 7 Rivers Dr	**Weather:**	Clear		
Date:	Wednesday, May 19, 2021	**Rd Condition:**	Ok		
City:	Crystal River	**Signal:**	No	**Latitude:**	28.858548°
County:	Citrus	**Major St Movement:**	North/South	**Longitude:**	-82.538317°
FDOT SF:	1.09	**PM Pk Hr Factor:**	0.84	**Station #:**	2

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 08:00 - 09:00



Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:30 - 17:30



Peak Hour	Rock Crusher Rd Northbound				Rock Crusher Rd Southbound				West 7 Rivers Dr Eastbound				Westbound			
Time Interval	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt
# Lanes		>	1				1	<		>		<				
Length																
7:00 7:15	0	8	41	0	0	0	23	0	0	0	0	4	0	0	0	0
7:15 7:30	0	6	58	0	0	0	15	0	0	0	0	4	0	0	0	0
7:30 7:45	0	8	52	0	0	0	33	0	0	0	0	6	0	0	0	0
7:45 8:00	0	16	69	0	0	0	45	0	0	1	0	6	0	0	0	0
Hourly Sum	0	38	220	0	0	0	116	0	0	1	0	20	0	0	0	0
8:00 8:15	0	7	47	0	0	0	30	1	0	1	0	8	0	0	0	0
8:15 8:30	0	11	52	0	0	0	34	1	0	0	0	13	0	0	0	0
8:30 8:45	0	12	74	0	0	0	42	3	0	2	0	10	0	0	0	0
8:45 9:00	0	20	60	0	0	0	64	1	0	0	0	14	0	0	0	0
Hourly Sum	0	50	233	0	0	0	170	6	0	3	0	45	0	0	0	0
16:00 16:15	0	13	55	0	0	0	49	1	0	0	0	13	0	0	0	0
16:15 16:30	0	5	36	0	0	0	44	1	0	1	0	13	0	0	0	0
16:30 16:45	0	12	54	0	0	0	51	1	0	1	0	12	0	0	0	0
16:45 17:00	0	10	49	0	0	0	56	0	0	1	0	19	0	0	0	0
Hourly Sum	0	40	194	0	0	0	200	3	0	3	0	57	0	0	0	0
17:00 17:15	0	8	42	0	0	0	74	0	0	0	0	22	0	0	0	0
17:15 17:30	0	9	35	0	0	0	64	2	0	0	0	16	0	0	0	0
17:30 17:45	0	13	42	0	0	0	45	0	0	1	0	20	0	0	0	0
17:45 18:00	0	10	33	0	0	0	45	1	0	1	0	12	0	0	0	0
Hourly Sum	0	40	152	0	0	0	228	3	0	2	0	70	0	0	0	0
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
8:00 9:00	0	55	255	0	0	0	186	7	0	3	0	49	0	0	0	0
% Turns		17.7%	82.3%				96.4%	3.6%		5.8%		94.2%				
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
16:30 17:30	0	43	196	0	0	0	267	3	0	2	0	75	0	0	0	0
% Turns		18.0%	82.0%				98.9%	1.1%		2.6%		97.4%				

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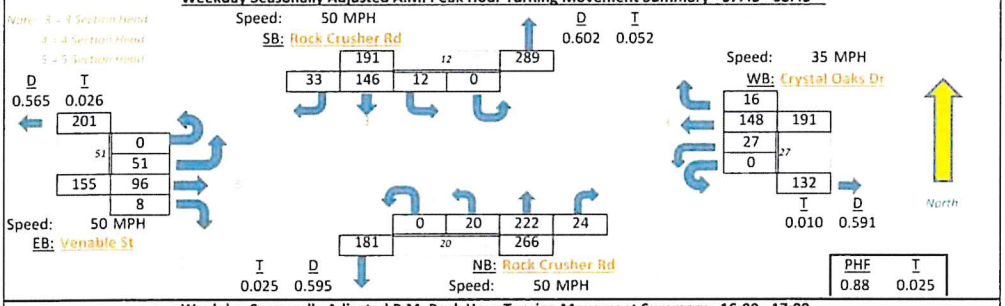
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Summary of Vehicle Movements

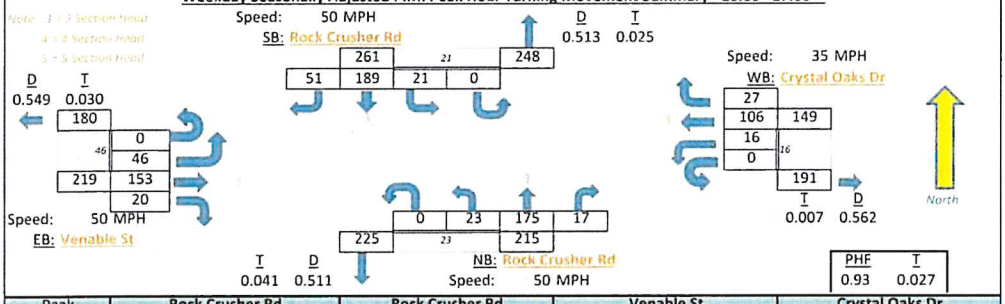
Luke Transportation Engineering Consultants

Project:	Crystal Ridge		LTEC 21-2701		
N/S Road:	Rock Crusher Rd	Observer:	LTEC		
E/W Road:	Crystal Oaks Dr	Weather:	Clear		
Date:	Wednesday, May 19, 2021	Rd Condition:	Ok		
City:	Crystal River	Signal:	Yes	Latitude:	28.862646°
County:	Citrus	Major St Movement:	-	Longitude:	-82.538322°
FDOT SF:	1.09	PM Pk Hr Factor:	0.85	Station #:	3

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 07:45 - 08:45



Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:00 - 17:00



Peak Hour		Rock Crusher Rd Northbound				Rock Crusher Rd Southbound				Venable St Eastbound				Crystal Oaks Dr Westbound			
Time Interval		Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt
# Lanes		>		1	<	>		1	<	>		1	<	>		1	<
Length																	
7:00	7:15	0	3	36	3	0	3	20	7	0	7	20	3	0	0	9	2
7:15	7:30	0	2	52	4	0	5	12	5	0	15	16	1	0	2	20	10
7:30	7:45	0	8	39	5	0	2	26	11	0	7	34	2	0	1	30	2
7:45	8:00	0	7	56	8	0	3	39	8	0	15	27	1	0	8	33	3
Hourly Sum		0	20	183	20	0	13	97	31	0	44	97	7	0	11	92	17
8:00	8:15	0	3	40	7	0	3	27	3	0	6	15	2	0	7	32	2
8:15	8:30	0	4	46	1	0	1	33	9	0	8	24	0	0	5	35	4
8:30	8:45	0	4	61	6	0	4	35	10	0	18	22	4	0	5	35	6
8:45	9:00	0	6	46	7	0	4	51	10	0	16	14	4	0	8	25	2
Hourly Sum		0	17	193	21	0	12	146	32	0	48	75	10	0	25	127	14
16:00	16:15	0	3	46	6	0	8	44	11	0	16	29	3	0	3	24	9
16:15	16:30	0	5	29	0	0	3	35	12	0	11	34	6	0	4	28	9
16:30	16:45	0	9	44	5	0	4	45	16	0	11	44	5	0	7	15	4
16:45	17:00	0	4	41	5	0	4	49	8	0	4	33	4	0	1	30	3
Hourly Sum		0	21	160	16	0	19	173	47	0	42	140	18	0	15	97	25
17:00	17:15	0	8	30	4	0	6	59	5	0	15	45	3	0	7	16	3
17:15	17:30	0	2	26	5	0	5	44	9	0	13	25	3	0	17	22	4
17:30	17:45	0	4	34	8	0	5	37	10	0	10	36	5	0	4	22	1
17:45	18:00	0	5	27	2	0	3	36	7	0	13	23	3	0	8	24	6
Hourly Sum		0	19	117	19	0	19	176	31	0	51	129	14	0	36	84	14
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																	
7:45	8:45	0	20	222	24	0	12	146	33	0	51	96	8	0	27	148	16
% Turns			7.5%	83.5%	9.0%		6.3%	76.4%	17.3%		32.9%	61.9%	5.2%		14.1%	77.5%	8.4%
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																	
16:00	17:00	0	23	174	17	0	21	189	51	0	46	153	20	0	16	106	27
% Turns			10.7%	81.3%	7.9%		8.0%	72.4%	19.5%		21.0%	69.9%	9.1%		10.7%	71.1%	18.1%

Luke Transportation Engineering Consultants, 2021

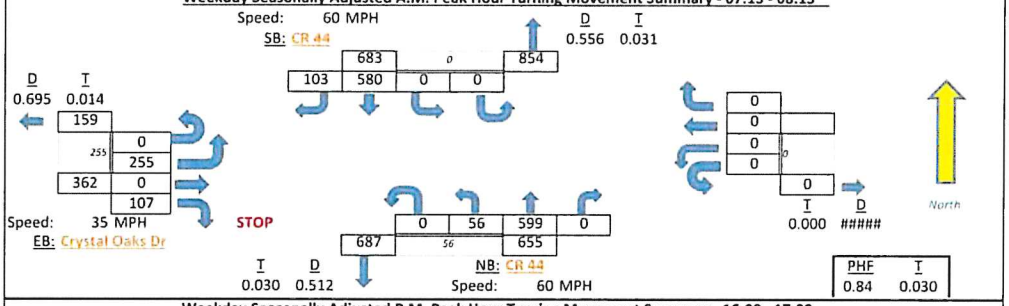
Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Summary of Vehicle Movements

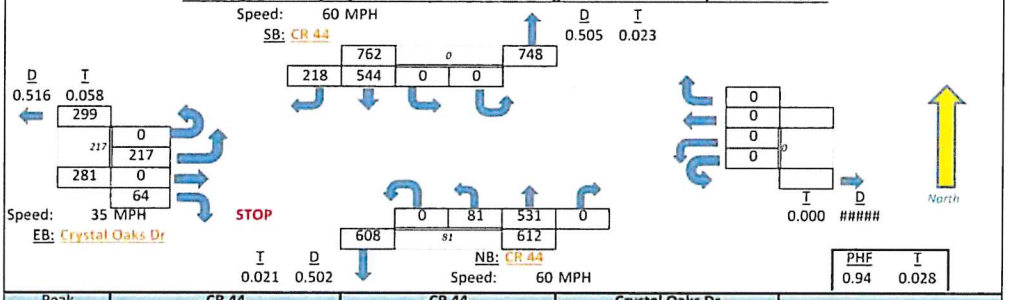
Luke Transportation Engineering Consultants

Project:	Crystal Ridge		LTEC 21-2701		
N/S Road:	CR 44	**Observer:**	LTEC		
E/W Road:	Crystal Oaks Dr	**Weather:**	Clear		
Date:	Wednesday, May 19, 2021	**Rd Condition:**	Ok		
City:	Crystal River	**Signal:**	No	**Latitude:**	28.866404°
County:	Citrus	**Major St Movement:**	North/South	**Longitude:**	-82.511042°
FDOT SF:	1.09	**PM Pk Hr Factor:**	0.86	**Station #:**	7

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 07:15 - 08:15



Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:00 - 17:00



Peak Hour Time Interval	CR 44 Northbound				CR 44 Southbound				Crystal Oaks Dr Eastbound				Westbound			
	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt
# Lanes		1	2				2	1		>		<				
Length		490						500								
7:00 7:15	0	6	79	0	0	0	84	19	0	53	0	16	0	0	0	0
7:15 7:30	0	9	108	0	0	0	121	19	0	56	0	26	0	0	0	0
7:30 7:45	0	10	141	0	0	0	171	27	0	61	0	22	0	0	0	0
7:45 8:00	0	16	180	0	0	0	140	30	0	67	0	31	0	0	0	0
Hourly Sum	0	41	508	0	0	0	516	95	0	237	0	95	0	0	0	0
8:00 8:15	0	16	119	0	0	0	99	18	0	49	0	19	0	0	0	0
8:15 8:30	0	17	92	0	0	0	95	19	0	49	0	24	0	0	0	0
8:30 8:45	0	16	131	0	0	0	114	33	0	61	0	49	0	0	0	0
8:45 9:00	0	18	137	0	0	0	120	45	0	52	0	32	0	0	0	0
Hourly Sum	0	67	479	0	0	0	428	115	0	211	0	124	0	0	0	0
16:00 16:15	0	20	125	0	0	0	144	48	0	50	0	17	0	0	0	0
16:15 16:30	0	16	110	0	0	0	119	46	0	59	0	7	0	0	0	0
16:30 16:45	0	13	125	0	0	0	133	61	0	44	0	18	0	0	0	0
16:45 17:00	0	25	126	0	0	0	103	45	0	46	0	17	0	0	0	0
Hourly Sum	0	74	486	0	0	0	499	200	0	199	0	59	0	0	0	0
17:00 17:15	0	20	118	0	0	0	131	65	0	31	0	9	0	0	0	0
17:15 17:30	0	19	121	0	0	0	121	63	0	42	0	15	0	0	0	0
17:30 17:45	0	13	112	0	0	0	99	47	0	42	0	7	0	0	0	0
17:45 18:00	0	9	91	0	0	0	84	50	0	41	0	9	0	0	0	0
Hourly Sum	0	61	442	0	0	0	435	225	0	156	0	40	0	0	0	0
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
7:15 8:15	0	56	599	0	0	0	580	103	0	255	0	107	0	0	0	0
% Turns		8.5%	91.5%				84.9%	15.1%		70.4%		29.6%				
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
16:00 17:00	0	81	530	0	0	0	544	218	0	217	0	64	0	0	0	0
% Turns		13.3%	86.7%				71.4%	28.6%		77.2%		22.8%				

Luke Transportation Engineering Consultants, 2021

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Appendix B – FDOT Trend Analysis Worksheets

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Historical Traffic Counts - FDOT Trend Analysis Calculations

Roadway Name	From/To	Max RSQ	Station Number	Citrus County 2016	2017	2018	2019	2020	FDOT Trends Analysis - V2.0: Linear Regression RSQ	Linear Regression Projected	Exponential Growth RSQ	Exponential Growth Projected	Decaying Growth RSQ	Decaying Growth Projected
Rock Crusher Road	S of Venable St	0.52	02-9021	4,300	4,400	4,500	4,500	4,400	0.32	4,780	0.33	4,808	0.52	4,586
Rock Crusher Road	N of SR 490	0.71	02-9008	4,500	4,700	4,700	4,700	4,700	0.50	5,140	0.50	5,198	0.71	4,868
W Venable Street	W of US 19	0.78	02-9011	8,700	9,100	9,300	9,400	9,200	0.58	10,700	0.58	10,797	0.78	9,796

Projected Growth Factor - 2030: RSQ >=0.7 5 Year	10 Year	Best Fit RSQ <0.7	Annual Growth Rate
N/A	1.17	N/A	1.7%
1.04	N/A	N/A	0.4%
1.07	N/A	N/A	0.6%

1. From FDOT 2020 Traffic Counts

Luke Transportation Engineering Consultants, Inc., 2021

Historical Traffic Counts - FDOT Trend Analysis Calculations

Roadway Name	From/To	Max RSQ	Station Number	Citrus County 2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	FDOT Trends Analysis - V2.0: Linear Regression RSQ	Linear Regression Projected	Exponential Growth RSQ	Exponential Growth Projected	Decaying Growth RSQ	Decaying Growth Projected
Rock Crusher Rd	S of Venable St	0.84	02-9021	4,100	4,100	4,100	4,100	4,200	4,300	4,400	4,500	4,500	4,400	0.84	5,017	0.84	5,136	0.70	4,567
Rock Crusher Rd	N of SR 490	0.91	02-9008	3,800	4,100	4,100	4,100	4,300	4,500	4,700	4,700	4,700	4,700	0.91	5,889	0.90	6,311	0.89	5,028
W Venable Street	W of US 19	0.91	02-9011	7,600	7,500	8,300	8,300	8,500	8,700	9,100	9,300	9,400	9,200	0.91	11,691	0.90	12,607	0.89	9,932

1. From FDOT 2020 Traffic Counts

Luke Transportation Engineering Consultants, Inc., 2021

Packet Pg. 865

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

luke transportation engineering consultants
ltec
Ltec № 21-2702

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Appendix C – Synchro Reports

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
1: Project Ent & Crystal Oaks Dr

AM 2030 Build-out
10/14/2021

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	27	176	38	28	233	11	108	4	77	32	11	75
Future Vol, veh/h	27	176	38	28	233	11	108	4	77	32	11	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	400	-	350	400	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4	4	4	4	4	4	4
Mvmt Flow	32	207	45	33	274	13	127	5	91	38	13	88

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	287	0	0	252	0	0	668	624	207	689	663	281
Stage 1	-	-	-	-	-	-	271	271	-	347	347	-
Stage 2	-	-	-	-	-	-	397	353	-	342	316	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.14	6.54	6.24	7.14	6.54	6.24
Critical Hdwy Stg 1	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Follow-up Hdwy	2.236	-	-	2.236	-	-	3.536	4.036	3.336	3.536	4.036	3.336
Pot Cap-1 Maneuver	1264	-	-	1302	-	-	369	399	828	357	379	753
Stage 1	-	-	-	-	-	-	730	682	-	665	631	-
Stage 2	-	-	-	-	-	-	625	627	-	669	651	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1264	-	-	1302	-	-	305	379	828	303	360	753
Mov Cap-2 Maneuver	-	-	-	-	-	-	305	379	-	303	360	-
Stage 1	-	-	-	-	-	-	712	665	-	648	615	-
Stage 2	-	-	-	-	-	-	526	611	-	577	635	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.9	0.8	18.7	13.4
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	305	782	1264	-	-	1302	-	-	303	661
HCM Lane V/C Ratio	0.417	0.122	0.025	-	-	0.025	-	-	0.124	0.153
HCM Control Delay (s)	25	10.2	7.9	-	-	7.8	-	-	18.6	11.4
HCM Lane LOS	D	B	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	2	0.4	0.1	-	-	0.1	-	-	0.4	0.5

AM Peak Hour 7:00 am 10/12/2021 Future
JTR

Synchro 10 Report
Page 1

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
2: Rock Crusher Rd & N Project Ent

AM 2030 Build-out
10/14/2021

Intersection						
Int Delay, s/veh	1.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	7	64	400	3	23	289
Future Vol, veh/h	7	64	400	3	23	289
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	8	75	471	4	27	340

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	867	473	0	0	475	0
Stage 1	473	-	-	-	-	-
Stage 2	394	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	321	587	-	-	1077	-
Stage 1	623	-	-	-	-	-
Stage 2	677	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	313	587	-	-	1077	-
Mov Cap-2 Maneuver	313	-	-	-	-	-
Stage 1	623	-	-	-	-	-
Stage 2	660	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.9	0	0.6
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	540	1077	-
HCM Lane V/C Ratio	-	-	0.155	0.025	-
HCM Control Delay (s)	-	-	12.9	8.4	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.5	0.1	-

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
3: Rock Crusher Rd & S Project Ent

AM 2030 Build-out
10/14/2021

Intersection						
Int Delay, s/veh	3.3					

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	99	34	338	30	12	273
Future Vol, veh/h	99	34	338	30	12	273
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	350	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	116	40	398	35	14	321

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	747	398	0	0	433	0
Stage 1	398	-	-	-	-	-
Stage 2	349	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	378	647	-	-	1116	-
Stage 1	674	-	-	-	-	-
Stage 2	710	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	373	647	-	-	1116	-
Mov Cap-2 Maneuver	373	-	-	-	-	-
Stage 1	674	-	-	-	-	-
Stage 2	701	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.7	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	418	1116	-
HCM Lane V/C Ratio	-	-	0.374	0.013	-
HCM Control Delay (s)	-	-	18.7	8.3	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	1.7	0	-

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
1: Project Ent & Crystal Oaks Dr

PM 2030 Build-out
10/14/2021

Intersection												
Int Delay, s/veh	7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	66	240	123	91	202	36	62	35	53	22	20	39
Future Vol, veh/h	66	240	123	91	202	36	62	35	53	22	20	39
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	400	-	350	400	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4	4	4	4	4	4	4
Mvmt Flow	78	282	145	107	238	42	73	41	62	26	24	46

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	280	0	0	427	0	0	946	932	282	1035	1056	259
Stage 1	-	-	-	-	-	-	438	438	-	473	473	-
Stage 2	-	-	-	-	-	-	508	494	-	562	583	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.14	6.54	6.24	7.14	6.54	6.24
Critical Hdwy Stg 1	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Follow-up Hdwy	2.236	-	-	2.236	-	-	3.536	4.036	3.336	3.536	4.036	3.336
Pot Cap-1 Maneuver	1271	-	-	1122	-	-	239	264	752	208	223	775
Stage 1	-	-	-	-	-	-	594	575	-	568	555	-
Stage 2	-	-	-	-	-	-	544	543	-	508	495	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1271	-	-	1122	-	-	180	224	752	145	190	775
Mov Cap-2 Maneuver	-	-	-	-	-	-	180	224	-	145	190	-
Stage 1	-	-	-	-	-	-	558	540	-	533	502	-
Stage 2	-	-	-	-	-	-	441	491	-	404	465	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.2	2.4	26	21.6
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	180	388	1271	-	-	1122	-	-	145	379
HCM Lane V/C Ratio	0.405	0.267	0.061	-	-	0.095	-	-	0.178	0.183
HCM Control Delay (s)	38	17.6	8	-	-	8.5	-	-	35.1	16.6
HCM Lane LOS	E	C	A	-	-	A	-	-	E	C
HCM 95th %tile Q(veh)	1.8	1.1	0.2	-	-	0.3	-	-	0.6	0.7

PM Peak Hour 5:00 pm 10/12/2021 Future
JTR

Synchro 10 Report
Page 1

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
2: Rock Crusher Rd & N Project Ent

PM 2030 Build-out
10/14/2021

Intersection						
Int Delay, s/veh	1.4					

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	43	316	8	74	443
Future Vol, veh/h	5	43	316	8	74	443
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	6	51	372	9	87	521

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1072	377	0	0	381	0
Stage 1	377	-	-	-	-	-
Stage 2	695	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	242	665	-	-	1167	-
Stage 1	689	-	-	-	-	-
Stage 2	491	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	224	665	-	-	1167	-
Mov Cap-2 Maneuver	224	-	-	-	-	-
Stage 1	689	-	-	-	-	-
Stage 2	454	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.3	0	1.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	552	1167	-
HCM Lane V/C Ratio	-	-	0.102	0.075	-
HCM Control Delay (s)	-	-	12.3	8.3	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.3	0.2	-

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
3: Rock Crusher Rd & S Project Ent

PM 2030 Build-out
10/14/2021

Intersection	
Int Delay, s/veh	2.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	80	33	270	137	39	372
Future Vol, veh/h	80	33	270	137	39	372
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	350	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	94	39	318	161	46	438

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	848	318	0	0	479	0
Stage 1	318	-	-	-	-	-
Stage 2	530	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	329	718	-	-	1073	-
Stage 1	733	-	-	-	-	-
Stage 2	586	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	315	718	-	-	1073	-
Mov Cap-2 Maneuver	315	-	-	-	-	-
Stage 1	733	-	-	-	-	-
Stage 2	561	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.7	0	0.8
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	377	1073	-
HCM Lane V/C Ratio	-	-	0.353	0.043	-
HCM Control Delay (s)	-	-	19.7	8.5	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	1.6	0.1	-

PM Peak Hour 5:00 pm 10/12/2021 Future
JTR

Synchro 10 Report
Page 3

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Appendix D – Auxiliary Turn Lane Worksheets

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Intersection #1 – Right Turn Lane Analysis

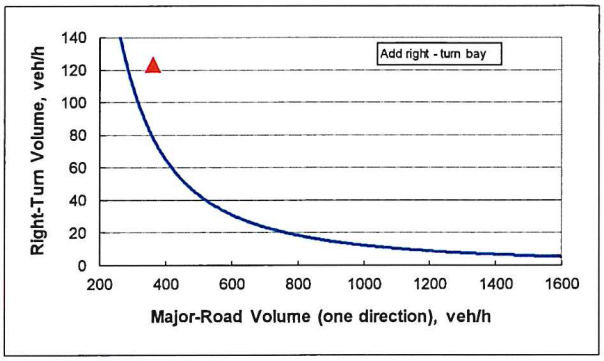
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	363
Right-turn volume, veh/h:	123

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	78
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Add right-turn bay.	



Intersection #3 – Right Turn Lane Analysis

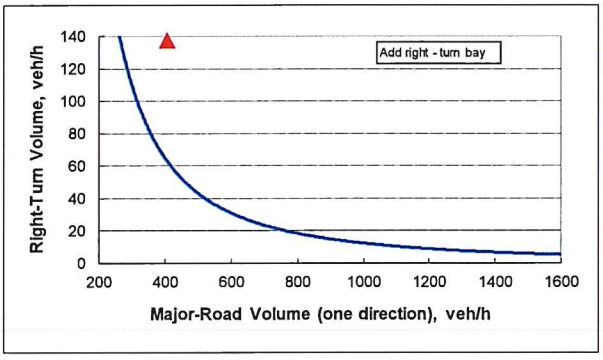
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	407
Right-turn volume, veh/h:	137

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	63
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Add right-turn bay.	



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Intersection #1 – Left Turn Lane Analysis

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

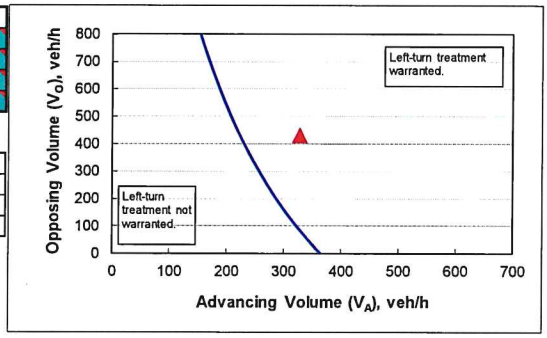
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	28%
Advancing volume (V_A), veh/h:	329
Opposing volume (V_O), veh/h:	429

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	224
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

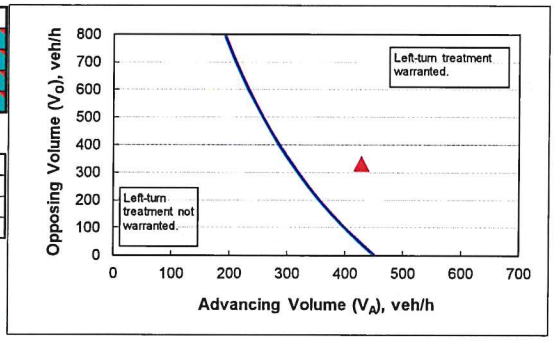
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	15%
Advancing volume (V_A), veh/h:	429
Opposing volume (V_O), veh/h:	329

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	309
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

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Intersection #2 – Left Turn Lane Analysis

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

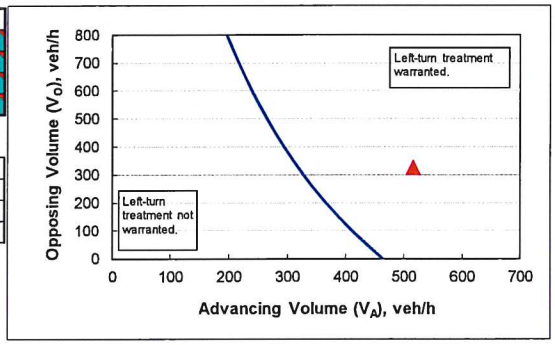
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	14%
Advancing volume (V_A), veh/h:	517
Opposing volume (V_O), veh/h:	324

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	320
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Intersection #3 – Left Turn Lane Analysis

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

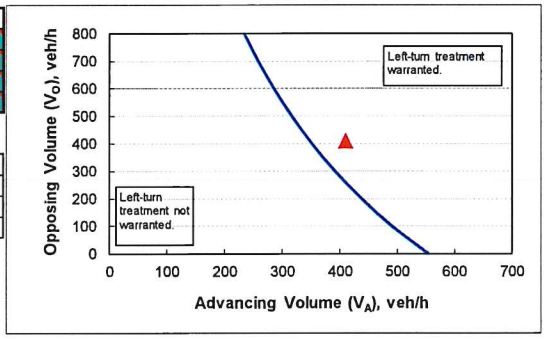
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	9%
Advancing volume (V_A), veh/h:	411
Opposing volume (V_O), veh/h:	407

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	350
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



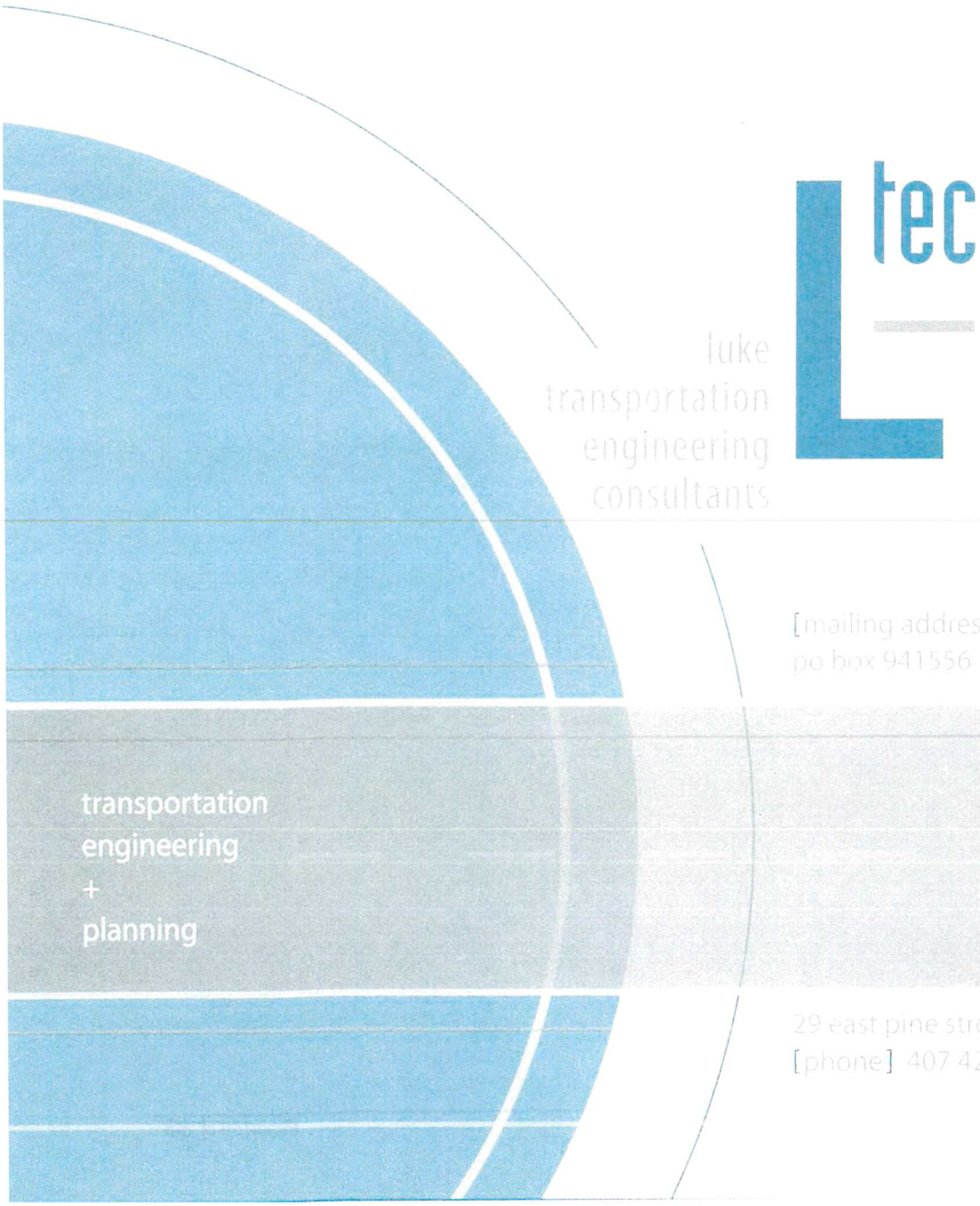
CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

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APPENDIX E

Biological Survey and Habitat Report

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

BIOLOGICAL SURVEY and HABITAT ASSESSMENT:

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

Prepared for:
Pigeon-Ardurra, LLC
925 SE 17th Street, Suite A
Ocala, FL 34471

Prepared by:
Michael G. Czerwinski, P.A.
Environmental Consultants
2716 South Lecanto Hwy
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June 2021

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Michael G Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

Biological Survey and Habitat Assessment
Crystal Ridge Phase 1, 2 and 3
June 2021

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Conclusions / Recommendations	13
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Michael G Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

Biological Survey and Habitat Assessment
Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

Introduction:

Pigeon-Ardurra, LLC contracted with **MICHAEL G. CZERWINSKI, P.A., ENVIRONMENTAL CONSULTANTS (MGC)** to perform a Biological Assessment for Listed Species occurrence for the proposed Crystal Ridge Phases 1, 2 and 3 in Lecanto and Homosassa, Citrus County, Florida (project area). The project area is approximately 246 acres and consists of 3 separate parcels divided by project phase. The Phase 1 project area is located north of W Crystal Oaks Drive, while Phases 2 and 3 are located south of W Crystal Oaks Drive. The Phase 1 project area is 80.41 acres and is located at listed physical address 5859 W Crystal Oaks Dr, Lecanto, FL 34461 (altkey #1494940). The Phase 2 project area is 123.87 acres and is located at listed physical address 5750 W Crystal Oaks Dr, Lecanto, FL 34461 (altkey #1504465). The Phase 3 project area is 41.72 acres and is located at listed physical address 5755 W Cinnamon Ridge Dr, Homosassa, FL 34448 (altkey #1504422). The project area is accessible via W Crystal Oaks Drive, approximately 1500' east of the intersection of W Crystal Oaks Drive and S Rock Crusher Road and 7000' west of State Road 44.

The purpose of this biological assessment study is to document the presence of listed species, wetlands, surface waters or other environmentally sensitive areas within / adjacent to the project limits in advance of proposed construction activities and to address potential impacts to those resources. Listed species, for the purposes of this assessment, are those plants and animals that are formally listed as Endangered, Threatened, Species of Special Concern, or as a commercially exploited plant by the US Department of the Interior, Fish and Wildlife Service (USWFS) (50 CFR 17.11-12), the Florida Fish and Wildlife Conservation Commission (FFWCC) (Chapter 68A-27 FAC) or the Florida Department of Agriculture and Consumer Services (FCACS) (Section 581 F.S.). Results maps and photo documentation for this investigation are provided in at the end of this report. Wetlands and their limits are defined in Chapter 62-340, Florida Administrative Code (F.A.C.) and the U.S. Army Corps of Engineers (USACOE) Wetland Delineation Manual (1987). Wetlands, for the purpose of this assessment are defined as "those areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils" (Chapter 62-340 F.A.C). Notably, MGC has previously conducted similar assessments for residential development projects throughout Citrus County, and therefore are very familiar with the habitats and listed species likely to be encountered on and near the project area.

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Ultimately, the inspection revealed the presence of one listed threatened / endangered species – the gopher tortoise (*Gopherus polyphemus*) – observed within or directly adjacent to the project area limits. The project area is also located within the USFWS consultation range for the Federally Threatened red-cockaded woodpecker and Florida scrub jay. There was no evidence of occurrence of the Florida scrub jay or red-cockaded woodpecker within the project area. The habitat present within the project area is unsuitable for the Florida scrub jay and red-cockaded woodpecker and assessments by MGC on the parcel immediately to the east revealed that these species were not present. More detailed summaries of individual listed species with the potential to occur on-site are included in this report. Overall, the proposed development is likely to impact potentially occupied gopher tortoise burrows, but the exact number to be impacted will depend on final plan design. Therefore, permitting/relocation of the gopher tortoise burrows within 25' of development activities is required before construction activities begin. The project is unlikely to adversely affect any additional listed species based on the findings of the field assessment and the habitat documented in and directly adjacent to the project area.

No wetlands / other surface waters were identified within the project area. One surface water feature within 100' was noted west of the project area near the western project limits near W Crystal Oaks Dr. However, the surface water feature is a drainage retention area (DRA); therefore, it is unlikely the project would cause any potential impacts to this feature. No other wetland systems / surface waters were noted within 1000' of the project area.

Methodology:

Prior to conducting the field assessment, the following data resources were queried for the purposes of identifying potential habitat of the site and surrounding areas or actual documented occurrences of listed species:

- Southwest Florida Water Management District (SWFWMD) 2017 Land Use / Land Cover (Florida Department of Transportation "Florida Land Use, Cover and Forms Classifications System", 1999)
- Florida Fish and Wildlife Conservation Commission's (FFWCC)/ Florida Wildlife Research Institute (FWRI) Listed Species Occurrence Databases
- U.S. Fish and Wildlife Service's Listed Species Occurrence Databases
- FFWCC Black Bear Nuisance, Roadkill, Range, and Telemetry Databases
- USFWS Online Critical Habitat Map for Federally Endangered and Threatened Species
- FFWCC Imperiled Species Protection Measures and Management Plans
- USFWS Listed Species Status Plans, Protection Measures and Survey Guidelines

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The following listed wildlife species are noted as occurring within Citrus County based upon combined Florida Natural Areas Inventory (FNAI), USFWS, and FFWCC tracking lists. A list of federally protected species by the USFWS is provided in Appendix C. A list of state protected species by FFWCC is provided in Appendix D. A list of rare / listed plant species occurring within Citrus County tracked by the FNAI Inventory is presented in Appendix E. The USFWS online species database does not identify any federally threatened / endangered flowering plant species as occurring in Citrus County. The Florida Natural Areas Inventory (FNAI) considers twenty-four (24) state or federally listed threatened / endangered plant species as occurring within Citrus County. The following table of state or federally listed wildlife species have the potential to occur in Citrus County:

Table 1. Citrus County Threatened / Endangered Wildlife Species List

Common Name	Scientific Name	Federal Listing	State Listing
American Alligator	*Alligator mississippiensis*	None	Threatened
American Bald Eagle	*Haliaeetus leucocephalus*	None (Managed)	None (Managed)
American Oyster Catcher	*Haematopus palliates*	None	Threatened
Black Skimmer	*Rynchops niger*	None	Threatened
Florida Black Bear	*Ursus americanus floridanus*	None	None (Managed)
Florida Burrowing Owl	*Athene cunicularia floridana*	None	Threatened
Florida Pine Snake	*Pituophis melanoleucus mugitus*	None	Threatened
Florida Sandhill Crane	*Antigone canadensis pratensis*	None	Threatened
Florida Scrub Jay	*Aphelocoma coerulescens*	Threatened	Threatened
Gopher Tortoise	*Gopherus polyphemus*	Candidate	Threatened
Indigo Snake	*Drymarchon corais couperi*	Threatened	Threatened
Least Tern	*Sternula antillarum*	None	Threatened
Little Blue Heron	*Egretta caerulea*	None	Threatened
Marian's Marsh Wren	*Cistohorus palustris marianae*	None	Threatened
Red-Cockaded Woodpecker	*Picoides borealis*	Endangered	Endangered
Reddish Egret	*Egretta rufescens*	None	Threatened
Short-Tailed Snake	*Lampropeltis extenuata*	None	Threatened
Southeastern American Kestrel	*Falco sparverius paulus*	None	Threatened
Tricolored heron	*Egretta tricolor*	None	Threatened
West Indian Manatee	*Trichechus manatus latirostris*	Endangered	Threatened
Wood Stork	*Mycteria americana*	Threatened	Threatened

A large number of these species are restricted to specific habitats not present on-site (such as listed shorebirds and saltmarsh nesting birds); listed species observed or with the potential to be present based on habitats identified on-site are discussed further in the results section of this report.

Although the American bald eagle (*Haliaeetus leucocephalus*) is no longer federally or state listed as an endangered / threatened species, it continues to be protected under the Bald and Golden Eagle

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Protection Act and the Migratory Bird Protection act and is therefore addressed in this report. Similarly, the Florida black bear is no longer considered a threatened species within the state but is afforded protections under the state's Black Bear Management Plan.

Physical Setting:

The project area lies within the western limb of the Brooksville Ridge physiographic province (White, 1970)[1]. The Brooksville Ridge, a linear, positive-relief topographic ridge feature extends from northern Citrus County, through Hernando County, and into southern Pasco County. A review of SWFWMD lidar topography data reveals that the project area is sloped, with elevations that range from approximately 40' to 170' (NAVD88). Elevations steadily increase from a topographic low of 40' in the western portion to elevations of 110' in the eastern portion of the project area, and a topographic high of 170' is located in the southern portion of the project area. According to the FEMA Flood Zone mapping database, the vast majority of the project area falls within a zone x (area of minimal flood risk) designation, with a small portion along the eastern project boundary within an AE 100 Year Flood Zone designation, with a listed flood elevation of 104.8' (NAVD88).

According to the USDA / National Resource Conservation Service (NRCS) Online Soil Survey, the project area is underlain by 5 soil mapping units: Lake fine sand (0 to 5 percent slopes), Candler fine sand (0 to 5 percent slopes), Candler fine sand (5 to 8 percent slopes), Sparr fine sand (5 to 8 percent slopes), and Arredondo fine sand (0 to 5 percent slopes). The majority of the project area is underlain by Candler fine sand (0 to 5 percent slopes), which comprises 208 acres (respectively). The remaining soil mapping units underlay less than 20 acres each. Each of these soil units are considered upland soils, but with varying hydrologic groups and depths to seasonal high-water table (SHW). Table 2 summarizes percent of total project area, hydrologic group, drainage class, and depth to the water table for each soil type.

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Table 2. Soils within Project Area

Soil Name	Percent of Total Project Area	Hydrologic Group	Drainage Class	Runoff Class	Depth to Seasonal High-Water Table
Lake fine sand, 0 to 5 percent slopes	7.0%	A	Excessively drained	Very low	More than 80 inches
Candler fine sand, 0 to 5 percent slopes	85%	A	Excessively drained	Very low	More than 80 inches
Candler fine sand, 5 to 8 percent slopes	7%	A	Excessively drained	Very low	More than 80 inches
Sparr fine sand, 0 to 5 percent slopes	<1%	A/D	Somewhat poorly drained	Very low	About 18 to 42 inches
Arredondo fine sand, 0 to 5 percent slopes	1%	A	Well drained	Very low	More than 80 inches

According to the SWFWMD Land Use / Land Cover mapping database, land use within the project area includes Longleaf Pine - Xeric Oak (FLUCCS[2] 4120), Upland Hardwood - Coniferous Mix (4340), Tree Plantation (4400), Residential Medium Density (4400), and Open Land (1900). According to SWFWMD, the land cover on site is entirely upland, with wetlands present off-site but approximately 1000' away from project area limits. Other land uses adjacent to the project include Residential High Density (1200). The adjacent Residential Medium Density land uses are associated with the Crystal Oaks Hunters Ridge and an undeveloped phase of the Stonegate residential development to the immediate east, and Connell Heights Residential Development to the immediate north of the Phase 1 parcel. The adjacent High Density Residential land uses are associated with the Cinnamon Ridge development to the east and south of Phases 2 and 3, and the RV Resort and Recreational Venue of Rock Crusher Canyon to the west of Phases 1 and 2.

Results:

MGC staff conducted the field survey for the biological assessment June 10th – 11th and June 14th – 15th, 2021. The assessment included a 15% cover pedestrian survey of the project area. The field assessment found the SWFWMD mapping of land use and land cover generally accurate in describing the land cover on-site. However, the southern portion of the project area was partially classified as Residential Low Density (4400) and Open Land (1900), which was found inaccurate on-site. The southern portion of the project area consists of Longleaf Pine - Xeric Oak (FLUCCS 4120) and Tree Plantation (4400). The assessment area is unfenced and accessible via W Crystal Oaks

[1] White, W.A. (1970). The Geomorphology of the Florida Peninsula. State of Florida Department of Natural Resources Bureau of Geology Geological Bulletin. 51. 1 – 172.
[2] Florida Land Use, Cover and Forms Classification System (FDOT, 1999).

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Drive. The parcels are unimproved forested parcels, with several trails present throughout. Notably, a portion of the southern section of the project area appears to be utilized as an off-roading vehicle track.

Approximately 85% of the project area is comprised of Longleaf Pine - Xeric Oak (4120) habitat and is entirely upland. The habitat is principally forested with varying levels of canopy cover density, which consisted of longleaf pine (*Pinus palustris*), sand live oak (*Quercus geminata*), bluejack oak (*Quercus incana*), sand pine (*Pinus clausa*), myrtle oak (*Quercus myrtifolia*), and sand post oak (*Quercus margarettae*). Shrub cover species includes highbush blueberry (*Vaccinium corymbosum*), sparkleberry (*Vaccinium arboretum*), Florida rosemary (*Ceratiola ericoides*), American beautyberry (*Callicarpa americana*), rusty staggerbush (*Lyonia ferruginea*), garberia (*Garberia heterophylla*), and bigflower pawpaw (*Asimina obovate*). Ground cover / herbaceous cover includes coontie (*Zamia integrifolia*), muscadine (*Vitis rotundifolia*), sand blackberry (*Rubus cuneifolius*), Adam's needle (*Yucca filamentosa*), eastern poison ivy (*Toxicodendron radicans*), American pokeweed (*Phytolacca americana*), broomsedge bluestem (*Andropogon virginicus*), wiregrass (*Aristida stricta*), saw palmetto (*Serenoa repens*), shiny blueberry (*Vaccinium myrsinites*), gopher apple (*Geobalanus oblongifolius*), winged sumac (*Rhus copallinum*), fernleaf yellow false foxglove (*Aureolaria pectinate*), hairy lespedeza (*Lespedeza hirta*), cottony goldenaster (*Chrysopsis gossypina*), Virginia creeper (*Parthenocissus quinquefolia*), tread-softly (*Cnidoscolus stimulosus*), and narrowleaf silkgrass (*Pityopsis graminifolia*).

Approximately 10% of the project area is comprised of Upland Hardwood - Coniferous Mix (4340) habitat and is entirely upland. The habitat is densely forested with a canopy consisting of slash pine (*Pinus elliottii*), laurel oak (*Quercus laurifolia*), red cedar (*Juniperus virginiana*), cabbage palm (*Sabal palmetto*), black cherry (*Prunus serotina*), red bay (*Persea borbonia var. borbonia*), and southern magnolia (*Magnolia grandiflora*). Ground cover is primarily composed of dense thickets of saw palmetto (*Serenoa repens*), while additional species such as tailed bracken fern (*Pteridium aquilinum*), catbrier (*Smilax spp.*), sand blackberry (*Rubus cuneifolius*), muscadine, Virginia creeper, beautyberry, and immature oaks (*Quercus spp.*) were also present.

Approximately 5% of the project area is comprised of Tree Plantation (4400) and is entirely upland. The land cover is densely forested with rows of sand pine (*Pinus clausa*), which is surrounded by existing trails. The rows appeared unmaintained with additional species such as sand blackberry, broomsedge bluestem, mimosa (*Albizia julibrissin*), dogfennel (*Eupatorium capillifolium*), and Adam's needle (*Yucca filamentosa*) present between the rows.

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Wildlife species observed within the project area limits during the field inspection include (listed species in bold) **gopher tortoise (*Gopherus polyphemus*)**, eastern grey squirrel (*Sciurus carolinensis*), southeastern pocket gopher (*Geomys pinetis*), nine-banded armadillo (*Dasypus novemcinctus*), eastern towhee (*Pipilo erythrophthalmus*), northern mockingbird (*Mimus polyglottos*), red bellied woodpecker (*Melanerpes carolinus*), American crow (*Corvus brachyrhynchos*), northern cardinal (*Cardinalis cardinalis*), common ground dove (*Columbina passerina*), pileated woodpecker (*Dryocopus pileatus*), downy woodpecker (*Picoides pubescens*), common nighthawk (*Chordeiles minor*), coachwhip (*Masticophis flagellum*), black racer (*Coluber constrictor*), southeastern five-lined skink (*Plestiodon inexpectatus*), green anole (*Anolis carolinensis*), and brown anole (*Anolis sagrei*).

Observed Listed Species:

The **gopher tortoise (*Gopherus polyphemous*)** is a state listed threatened wildlife species, and the tortoise and its burrow are protected by the Florida Fish and Wildlife Conservation Commission (FFWCC) under Chapter 68A-27.002-004, F.A.C. The gopher tortoise is the only native land tortoise in the southeastern United States and creates a crescent or half-moon shaped burrow in the sand. The gopher tortoises preferred habitat is sandhill, oak scrub and other xeric (dry / nutrient poor) habitats. The gopher tortoise is crucial to the survival of a number of other listed species because its burrows provide important refuges for a much larger wildlife community[3,4]. As gopher tortoise habitat decreases, so do many of the species that utilize their burrows. The current FFWCC guidelines generally prohibit land clearing or activities that disturb the soil within 25' of a potentially occupied burrow without first obtaining a permit and relocating tortoises out of harm's way.

A total of 46 potentially occupied gopher tortoise burrows (POBs – legally protected) were identified on-site within the transect limits (15% cover transects). A total of nineteen (19) abandoned gopher tortoise burrows were noted, but they are not legally protected. The Florida Fish and Wildlife Conservation Commission (FFWCC) requires gopher tortoise POBs be avoided by a minimum of 25' by construction, clearing / grubbing, or ground disturbance activities. All POBs within 25' of proposed clearing/grubbing or construction activities must be permitted, and the tortoises relocated in advance of construction activities proceeding. If the entire site is proposed to be cleared / developed, then FWC will require an off-site relocation permit authorization be obtained for all POBs, with the captured tortoises being relocated to a permitted recipient site.

[3] Speake, D. W. (1981). The gopher tortoise burrow community. *The future of gopher tortoise habitats (R. Lohoefener, L. Lohmeier, and G. Johnson, eds.)*, 44-47.

[4] Franz, R. (1986). The Florida gopher frog and the Florida pine snake as burrow associates of the gopher tortoise in northern Florida. *The Gopher Tortoise and Its Community*, 16-20.

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Extrapolating the observed density to 100% cover of gopher tortoise habitat[5], **it is estimated that the assessment area contains 307 potentially occupied gopher tortoise burrows and supports a total of approximately 154 tortoises[6]**. Gopher tortoise burrow surveys are only valid for 90 days for purposes of permitting and relocation; in addition, a 100% cover survey is required prior to relocation of tortoises on-site.

Other Listed Species:

While not observed to be present, the habitat present on-site may potentially be suitable for several other listed wildlife species. The following species have some potential to occur on-site, but none were observed to be present during this assessment. A review of the Florida Wildlife Research Institute (FWRI) and USFWS species GIS databases revealed species historically documented in the general region of the subject site (see Appendix A). Five (5) bald eagles' nests were documented within a 5-mile radius of the project area, three to the west and two to the southwest. However, all eagle nests are located approximately 4.5 miles away from the project are. Current FFWCC / USFWS regulations mandate a 660' buffer protection zone around eagle nests for most construction activities; as the site is substantially distant from any documented nests, and no nests were observed adjacent to the project limits, proposed construction activities should have no adverse effect on this species.

The Florida sandhill crane (*Antigone canadensis pratensis*) is listed as a "Threatened" species by the State of Florida. Although it is classified as a wading bird, the Florida sandhill crane does not "fish", and is an omnivorous feeder that spends a large portion of its time foraging in uplands, often in residential yards and other maintained areas. However, the Florida sandhill crane typically creates ground level nests in herbaceous wetlands. The nesting season for sandhill cranes in Florida is typically January through April. Sandhill cranes observed in Florida between October and March may be migratory (non-listed) greater sandhill cranes (*Antigone canadensis tabida*), which are slightly larger but nearly indistinguishable from the resident population. **Sandhill cranes were not observed within the project area or in adjacent habitat. It is considered highly unlikely the species is utilizing the project area for foraging.** The FFWCC's recently approved species conservation measures and permitting guidelines recommend a 400' radius protection (no construction disturbance) buffer be maintained around active sandhill crane nests, and on sites where flightless young are present. Furthermore, land use conversion in suitable upland habitat

[5] Gopher tortoise habitat totaled approximately 225 acres and consisted of Long Leaf Pine – Xeric Oak habitat and Tree Plantation.

[6] A total of 15% of each habitat was surveyed. A total of 3 POBs were found within the Tree Planation land cover type, so 3/0.15 totals 20 POBs. A total of 43 POBs were found within the long leaf pine – xeric oak land cover type, so 43/0.15 totals 287 POBs. A project total of 307 POBS, or 154 tortoises.

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within 1500' of the nest site should be delayed until after young are capable of sustained flight. The project area does not possess what are typically considered valuable upland foraging habitat areas (improved pastures, prairies, open pine forests, croplands, golf courses, airports, and sod farms). In addition, the nearest adjacent wetland areas are associated with drainage retention areas with no littoral areas/vegetation present, which limits their use as potential nesting habitat. Therefore, further nesting site surveys are not likely necessary in accordance with FFWCC guidelines, and proposed water line construction activities are unlikely to adversely affect the species.

Several listed wading bird species occur in Citrus County, including the **little blue heron (*Egretta caerulea*), tri-colored heron (*Egretta tricolor*), and reddish egret (*Egretta rufescens*).** They are each listed as a **"Threatened" species** by the State of Florida. **No listed wading bird species were observed on-site or in directly adjacent habitat areas.** The closest documented wading bird rookery (non-wood stork) is located approximately 10 miles to the northwest of the subject site within St. Martin's Marsh Aquatic Preserve. Although wading birds may periodically use the adjacent constructed residential Drainage Retention Areas (DRA's) for foraging, **no wading bird rookeries or nest sites were observed in wetland areas or other habitats directly adjacent to the project area limits.** Protection for state listed wading birds generally involve preventing the direct take (harm / harassment of birds and nests) and prevention of certain disruptive activities within setbacks (generally 400') from known / active rookery sites. Because no rookery / nest sites were documented or are historically known to be located in close proximity to the project area, it is considered unlikely that the proposed development would significantly adversely affect these states listed wading bird species.

The **Florida scrub-jay (FSJ) (*Aphelocoma coerulescens*)** is listed as a federally threatened species by the USFWS. The FSJ is the only bird species endemic to (only occurring within) the state of Florida. The species is typically only found in Florida scrub habitat, where nutrient poor, well drained soils establish low growing oaks and other shrub / tree species and the open patches of ground required by the species for general foraging and acorn caching. However, the species is also known to colonize altered land uses such as citrus groves and other land uses that provide similar sparse, low canopy trees and maintain open patches of ground. The closest historic documentation of the Florida Scrub Jay (from 1992-1993 statewide survey) is approximately 0.5 miles to the west of the project. **A cursory scrub jay tape recorded vocalization survey was conducted along the project area limits on June 10th and June 11th, 2021. However, no response was elicited from scrub jays or other territorial species, and the FSJ was not observed to occur on or on adjacent off-site habitat during this assessment.** It is very unlikely that scrub jays currently utilize

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habitat on-site due to the lack of suitable habitat conditions and extent of surrounding residential developments; therefore, the proposed construction activities are unlikely to adversely affect this species.

The **Florida burrowing owl (*Athene cunicularia floridana*)** is a subspecies of burrowing owl protected by the FFWCC as a threatened species. The Florida burrowing owl can be found throughout peninsular Florida, although populations have become fragmented and patchy within the northern part of its range, including Citrus County. The burrowing owl is a relatively small owl, with distinctive yellow eyes that excavates small ground level burrows in soft sand or utilizes abandoned or inactive gopher tortoise burrows and mammal dens. The sand apron of an active burrowing owl burrow is often littered with manure, shells, stones, small bones or remains of insects or other animals, especially beetle shells and feathers, most pronouncedly during the nesting season, which sometimes distinguishes their burrows from that of the gopher tortoise. In addition, males are often found above ground guarding the nest during the mating season (generally February through July), which results in their coloration becoming lighter ("sun-bleached") compared to the females. The species is most active in the early morning (6:00 – 10:00 AM) and late afternoon (3:00PM – 7:00PM). The FWRI maintains a database of historic burrowing owl records online. According to this database, the closest known colonies of documented burrowing owls are located approximately 6 miles to the southeast of the project area within pasturelands west of the Withlacoochee State Forest and north of N Cardinal St. **No burrowing owls or evidence of their burrow was documented within or directly adjacent to the project area during this assessment.** Current FFWCC guidelines require incidental take permitting for most activities within 10' of a potentially occupied burrow, and within 33' of burrows during nesting season (February 15 – July 10th). In addition, large scale habitat modification which will alter more than 50% of the foraging habitat within a 1,970' radius of potentially occupied burrows also requires permit authorization from the FFWCC. Generally, the vast majority of habitat on-site is not suitable for the species, no evidence of their conspicuous burrows or above ground activities were noted within 33' of the project area, and the project will not involve significant habitat disturbance within 1,970' of known burrow locations. Therefore, construction activities are unlikely to adversely impact the species.

The **red-cockaded woodpecker (*Picoides borealis*)** is listed as a federally endangered species by the USFWS. The red-cockaded woodpecker typically creates its nest in living long leaf pine trees, although it is known to also use slash pines or cypress, especially in south Florida. The red-cockaded woodpecker is the only bird in the Southeastern U.S. that utilizes live trees for nesting cavity creation. The red-cockaded woodpecker prefers trees 80 years and older and typically with

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red-heart fungus disease, which softens the heartwood of the trees. **No mature longleaf pine or slash pine trees of suitable age for nesting cavities were identified within or directly adjacent to the project area.** The FWRI maintains a database of red-cockaded woodpecker sightings – according to this database, the nearest red-cockaded woodpecker documentations are located approximately 3.5 miles to the southeast, within the Withlacoochee State Forest and one of the larger state populations of this species. Red-cockaded woodpeckers prefer mature, open canopied pine forests with a diversity of natural groundcover. The project area does not provide what is generally considered suitable habitat for the species due to lack of mature pine trees. Therefore, construction activities are unlikely to adversely affect this species.

The **Southeastern American kestrel (*Falco sparverius paulus*)** (SAK) is listed in the State of Florida as a **"Threatened"** species and is legally protected by the Florida Fish and Wildlife Conservation Commission (FFWCC). This species is similar in appearance to the non-listed, migratory American kestrel (*Falco sparverius*) and both are present in Florida from approximately October to March. Therefore, observations of kestrels in Florida from April to October, especially in pairs or exhibiting courtship activities, are likely to be the protected SAK. Kestrels are secondary cavity nesters and typically use cavities previously excavated by woodpeckers for raising their young. However, they have also been noted to nest in the eaves of barns and metal sheds. Kestrels are frequently observed perched on the top of snag (dead standing) trees, tops of fences, or on powerlines. Current technical regulations prevent the taking of an active (eggs or flightless young) Southeastern American kestrel (SAK) nest or (snag) tree or artificial nest site (such as a wooden utility pole) without obtaining a nest removal permit and require a protection of foraging grounds within a 150-meter (~500') radius of the nest. In addition, disturbance of the nest site area during the nesting season (March to August) is generally not allowed. **While a large number of snag trees (potential nest sites) were documented on or near the site, no kestrels were observed or heard on or directly adjacent to the site**. As no kestrels were observed on-site, it is unlikely the proposed development will adversely affect / cause take of this species. However, as the project is in the planning stage, it is recommended that annual update assessments of proposed development phases be conducted concurrent with gopher tortoise burrow survey updates to verify this species is not actively utilizing proposed development area habitats.

The **Wood Stork (*Mycteria Americana*)** is listed as a federally endangered species by the USFWS. The nests and foraging habitat of the wood stork are protected principally through protection of rookery (colony nesting) sites and surrounding habitat areas. Most land disturbance / construction activities located within 2,500 ft of rookery sites are considered potential impacts to the species. In

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addition, in central Florida, certain lands within a 15 mile radius of a rookery site are considered "core foraging areas", and suitable foraging habitats (wetlands with a permanent or seasonal water depth between 2 and 15 inches) within core foraging areas are also protected[7]. **The species was not noted within the project area, while no suitable wetland areas are located within the project area or in adjacent habitats.** Subsequently, proposed construction activities are not expected to adversely impact this species.

Due to the presence of gopher tortoise burrows, there is potential for several state or federally protected gopher tortoise commensal species to be present on-site. These include the federally threatened **Eastern indigo snake (*Drymarchon couperi*),** and the state threatened **Florida pine snake (*Pituophis melanoleucus mugitus*),** and **short-tailed snake (*Stilosoma extenuatum*). Furthermore, due to the relatively large amount of suitable habitat contained on-site, there is a possibility that these species may nest on or utilize the site for other purposes.** While it is possible that a small population of indigo snakes may utilize the site as a portion of its larger habitat range, it is unlikely that the project site provides habitat for a significant population of the indigo snake due to the size and extent of the surrounding residential development and roadway network. **USFWS Standard Protection Measures for sites where Eastern indigo snakes are likely to be encountered are provided at the end of this report (Appendix F). It is recommended that the guidelines be incorporated into construction planning due to the large number of tortoise burrows on-site. In addition, due to the large acreage of habitat and tortoise population present on-site, it is strongly recommended the USFWS Jacksonville office be consulted on whether additional trapping measures to confirm presence / absence, or an incidental take permit authorization may be warranted for the project.**

Notably, the project area is located approximately 0.25 miles east of the secondary Chassahowitzka **Florida black bear** population range. In addition, the FWRI has documented twenty-two black bear nuisance calls within five miles of the project area and one black bear roadkill incidents. Black bears were removed from the state list of threatened / endangered species; however, they are still afforded protections under a state approved Black Bear management plan. Generally, the site's location within a larger developed subdivision area limits the suitability of the site to provide significant foraging, denning or travel corridor habitat. There was no on-site evidence of bear use during the inspection. There is some small chance that the property may be periodically traveled by the species, however, it is unlikely that development of the site will significantly affect the species. It is

[7] Projects that will impact more than ½ acre of suitable foraging habitat are considered a significant impact.

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recommended bear resistant trash containers and similar "bear proofing" measures be taken by future residents to minimize the risk of human / bear conflicts.

Listed or Exotic / Invasive Plant Species:

One state listed threatened plant species was identified within the project area during this assessment – Garberia (*Garberia heterophylla*). Garberia is fairly prevalent throughout the project area, and especially dense in the Phase 1 project area. State listed threatened plant species are afforded minimal legal protections from development on private property, and permits are not required for impacts to these species that may occur from otherwise legal development activities. However, it is recommended some conservation / preservation actions be taken where possible due to their listed status (see conclusions / recommendations section). In addition, two state listed commercially exploited plant species were identified on-site – Coontie (*Zamia integrifolia*) and saw palmetto (*Serenoa repens*). Harvest for sale of these species is prohibited; however, they are not afforded any additional legal protection (i.e. no protection from development impacts).

Several invasive / exotic plant species were documented on-site, including air-potato (*Dioscorea bulbifera*), cogon grass (*Imperata cylindrica*), chinaberrytree (*Melia azedarach*), shrubverbena (*Lantana strigocamara*), mimosa (*Albizia julibrissin*), camphortree (*Cinnamomum camphora*), Chinese tallowtree (*Triadica sebifera*), and tuberous sword fern (*Nephrolepis cordifolia*). Each of these species are classified as a Category I or II Exotic / Invasive Species by the Florida Exotic Pest Plant Council (FLEPPC). Category I species are defined as "invasive exotics which are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives". In addition, cogon grass is regulated by the US Department of Agriculture and / or Florida Department of Agriculture and Consumer Services as noxious weeds, and their distribution is prohibited. Therefore, care should be taken during clearing and grubbing activities to remove these plants, if possible, and to prevent further propagation of these species on or off-site. A short informational pamphlet created by the FLEPPC or UF/IFAS on each of these species is provided at the end of this report in Appendix G.

Conclusions / Recommendations

The following measures should be implemented to maintain compliance with USFWS and FFWCC permitting guidelines:

1. A large population of gopher tortoises is confirmed to be present on-site. Based on the 15% burrow survey results, it is anticipated that approximately 300 potentially occupied burrows

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(and 150 gopher tortoises) may be present within the entire 3 phase development area. A 100% cover gopher tortoise survey must be conducted on each phase, and tortoises present permitted for and relocated in advance of clearing or other ground disturbance activities proceeding within a phase of development. If a 100% build out of the site is proposed, tortoises will need to be relocated off-site to a long-term protected recipient site.

2. USFWS Guidelines for sites where Eastern indigo snakes are likely to be encountered are provided at the end of this report (Appendix F) and should be incorporated into construction planning and gopher tortoise relocation activities. We recommend that **MGC** provide a short course on the indigo snake to the contractor during the pre-construction meeting to meet the requirements of the guidelines. In addition, the USFWS should be consulted as-soon-as-possible on regarding whether any additional trapping or incidental take permitting measures may be required for the project.

3. The Florida pine snake and short-tailed snake have the potential to occur on-site. The FFWCC should be consulted as-soon-as-possible regarding whether any additional trapping or incidental take permitting measures may be required for the project. We would also recommend implementation of standard protection measures similar to those utilized for the Eastern indigo snake.

4. The following recommendations should be followed to minimize impact to state listed plants and natural communities on-site:

    a. Garberia (*Garberia heterophylla*) was documented to be present with the project area. While not legally protected from development impacts on private property, it is recommended the species be conserved where possible due to their threatened status. The plant can also be used as suitable / showy (flowering) residential landscaping plants. It is possible a volunteer group, such as the Citrus County Chapter of the Florida Native Plant Society, may be available to assist the landowner in translocating / conserving some of these plants on a volunteer basis / at no cost to the owner.
    b. A large number of exotic / invasive plant species are present on-site, particularly along the northern property limits. It is recommended that land clearing contractors be provided the attached identification documentation in Appendix G and that care be taken to prevent the further spread of this species on or off-site by either burning

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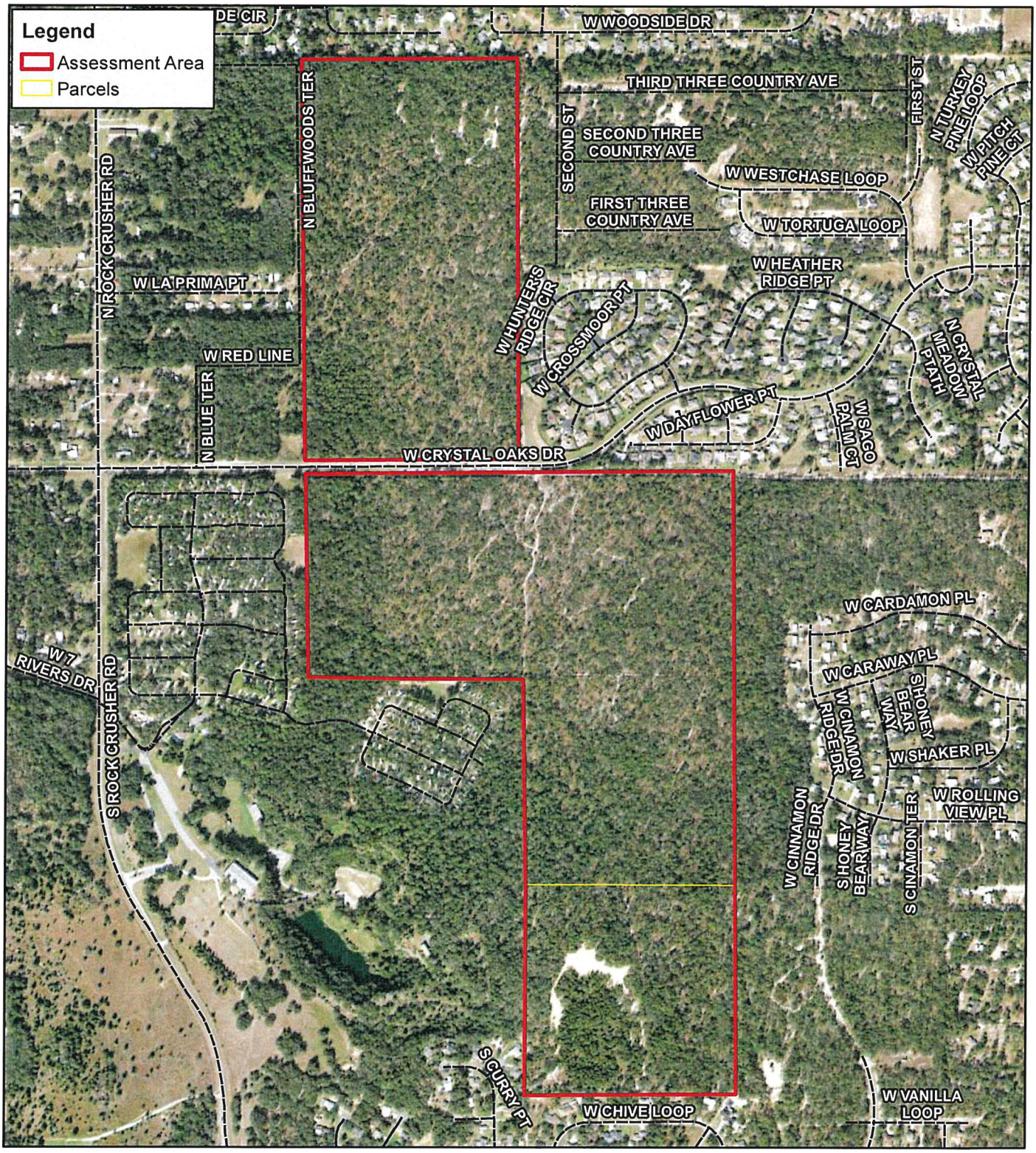
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infested vegetation debris or disposing of the debris at an appropriate landfill facility (not for re-mulching use).

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True Color Aerial Photo (2020)



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

Compiled By: KVW

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June 9, 2021

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Appendix A

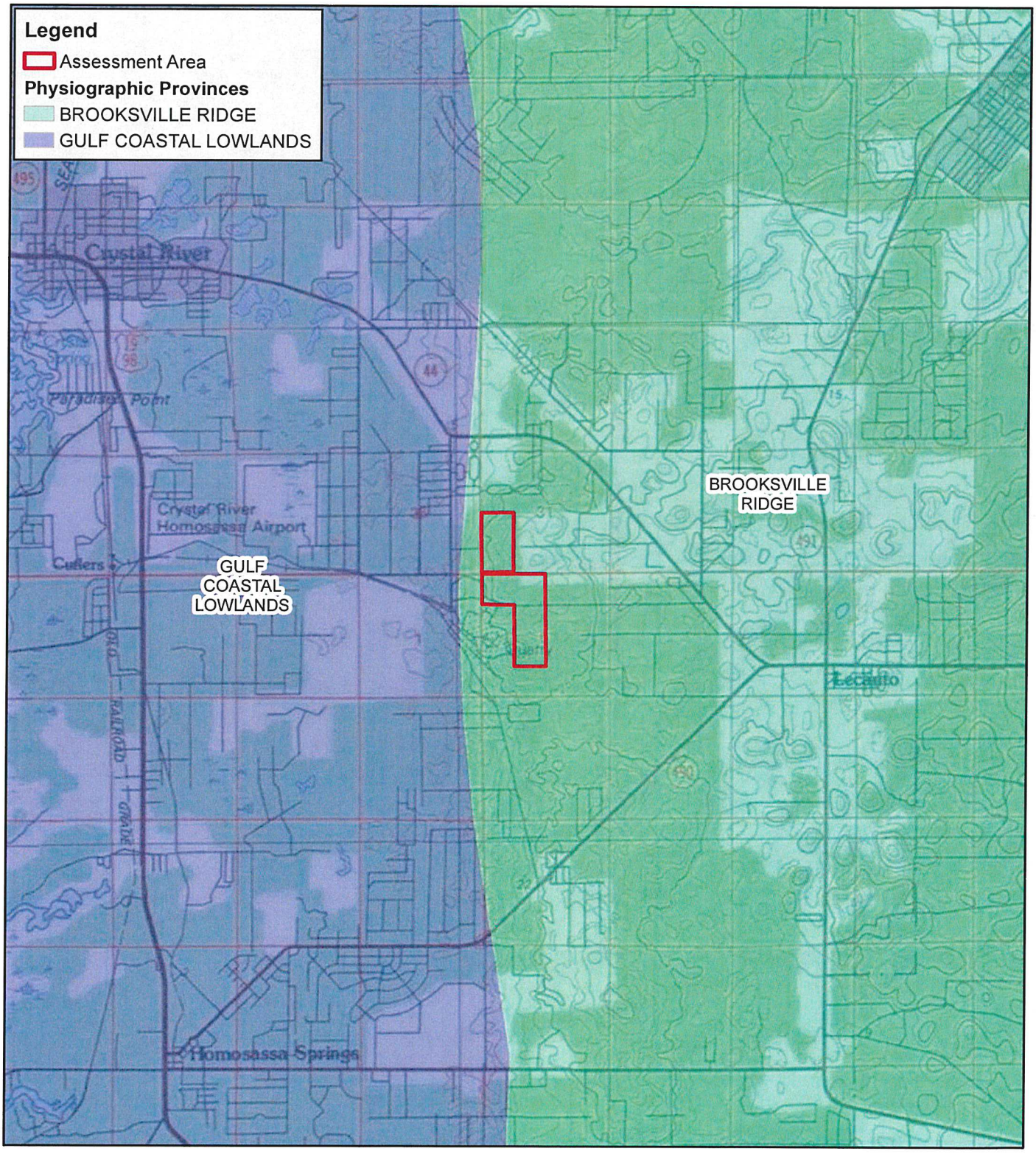
Map Exhibits

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

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Physiographic Provinces



Crystal Ridge Phases 1, 2, & 3
for Pigeon-Ardurra, LLC
241 Acres (MOL) in Crystal River,
Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USFWS Compiled By: KVW

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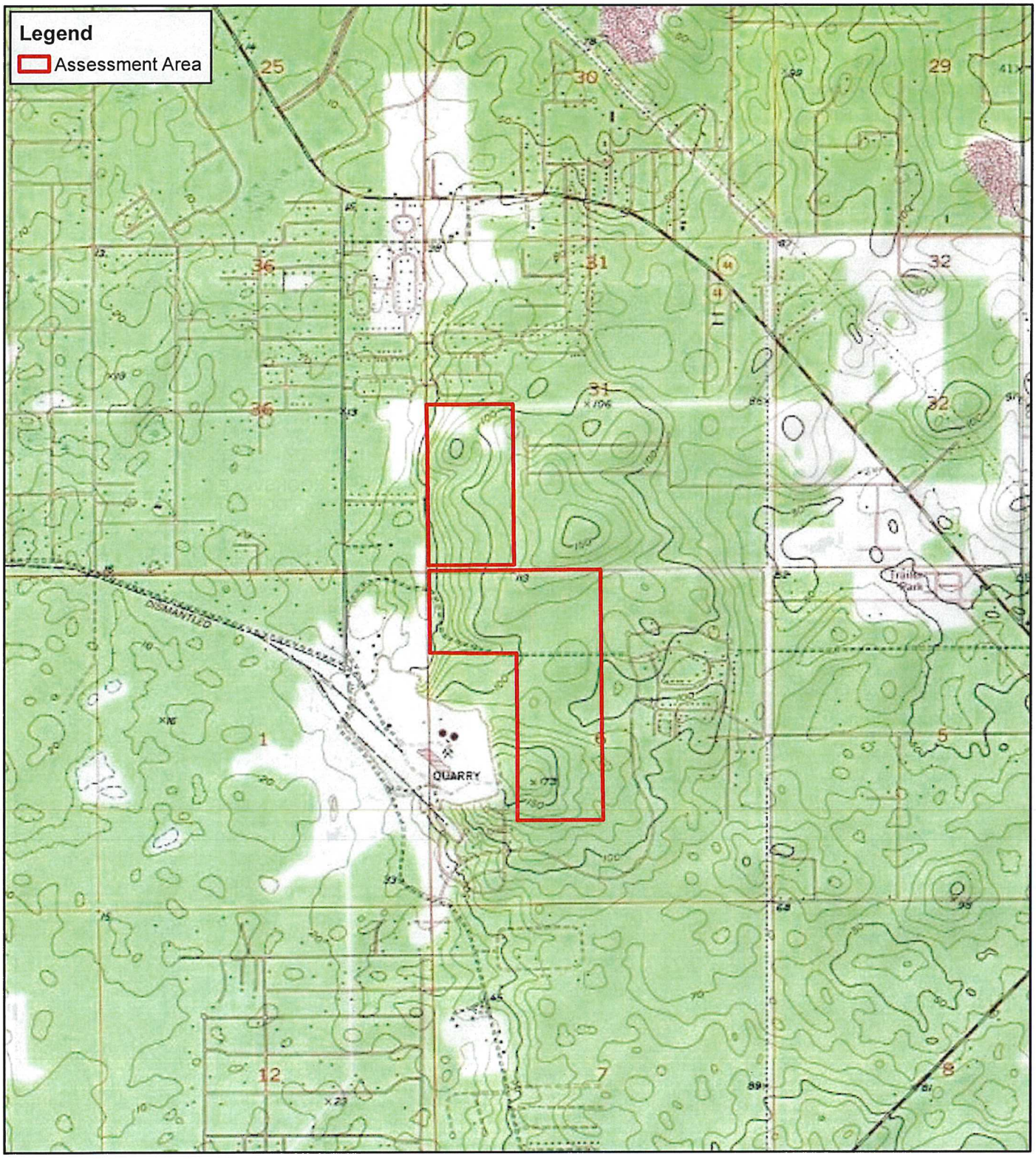
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USGS Quadrangle Map



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USGS

Compiled By: KVW

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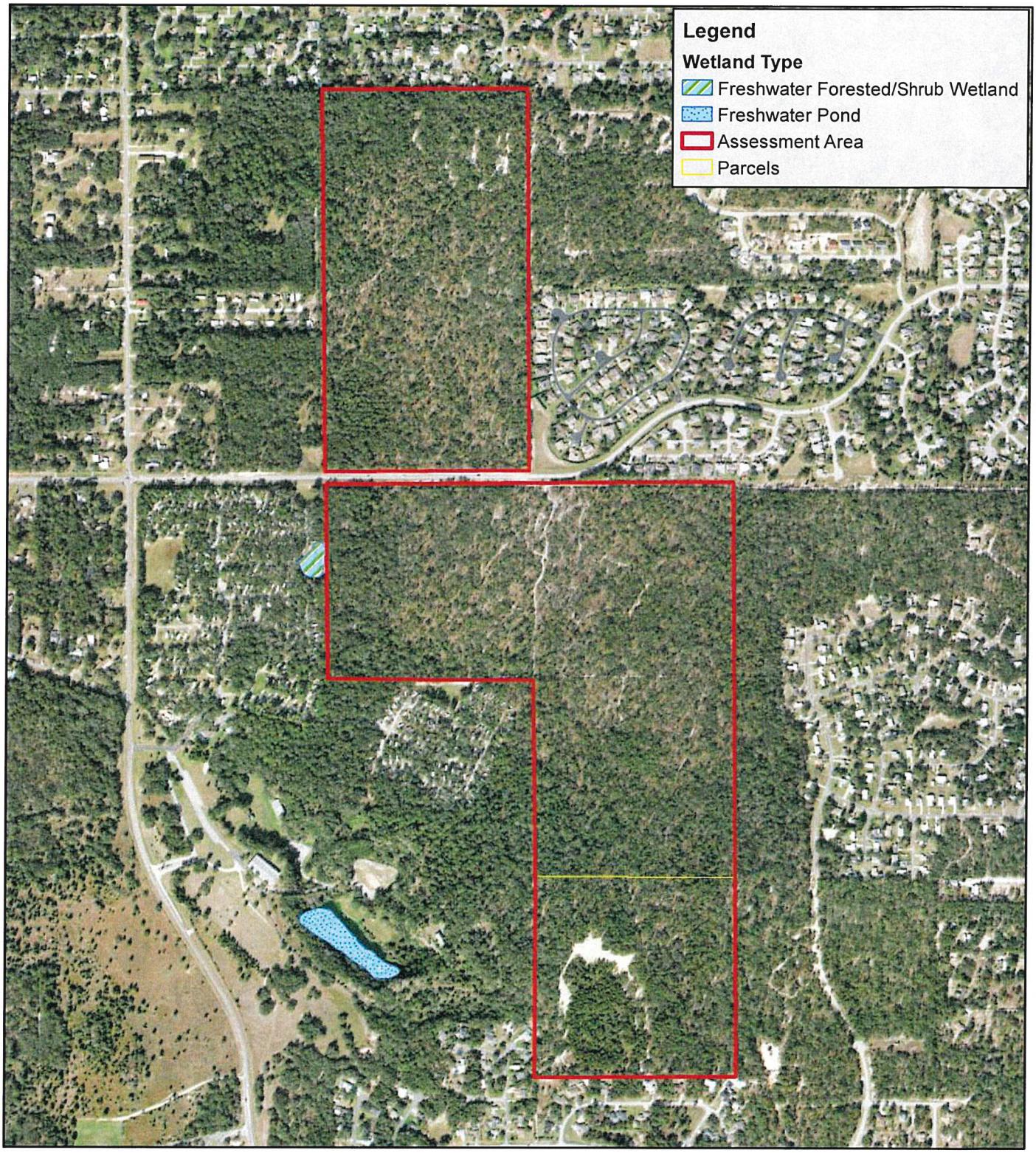
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National Wetland Inventory (NWI) Mapped Wetlands



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, NWI

Compiled By: KVW

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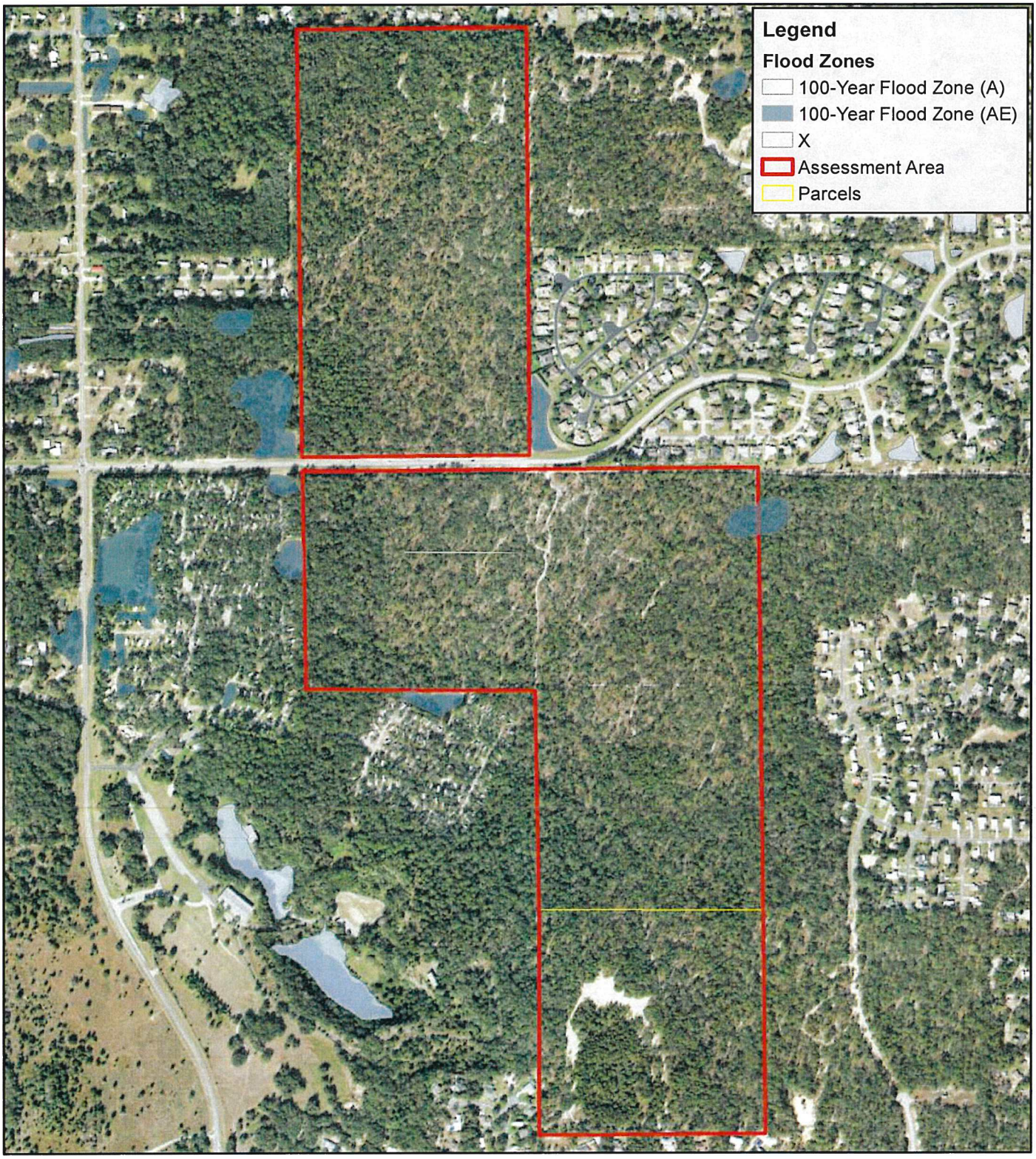
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FEMA Flood Zone Map



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, FEMA

Compiled By: KVW

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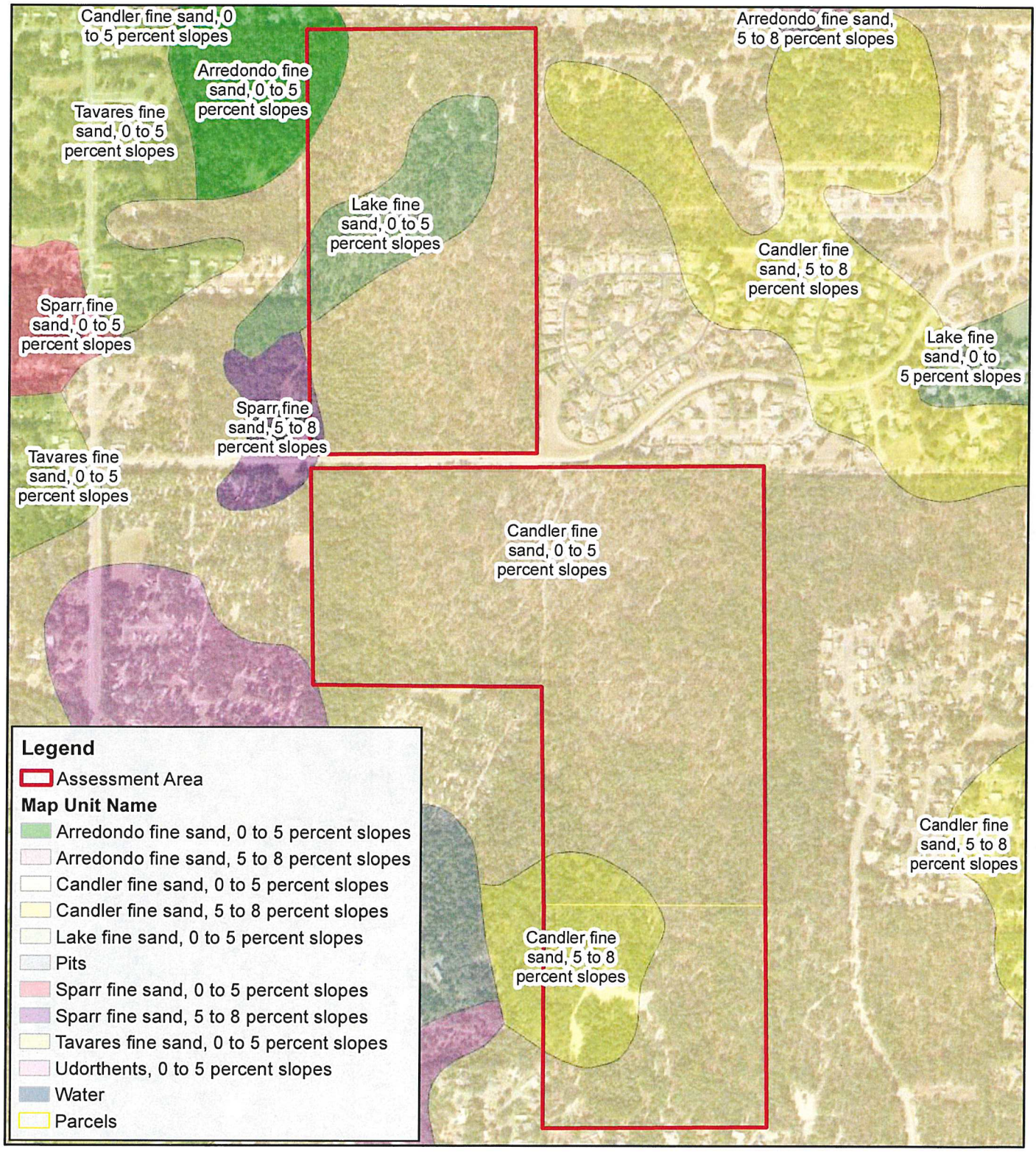
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Soil Map



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USDA-NRCS Compiled By: KVW

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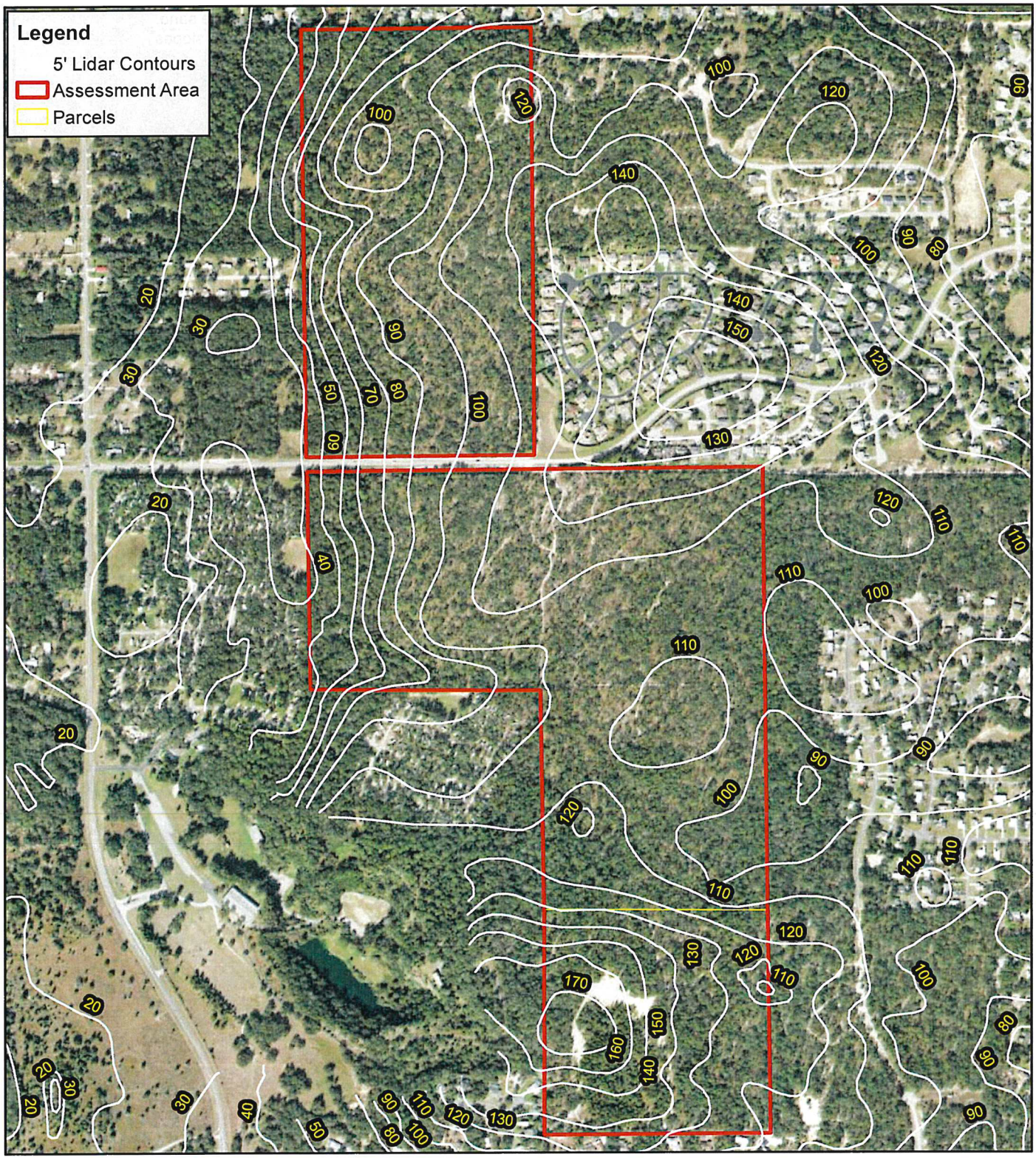
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USGS 5' Lidar Contour Topography



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USGS

Compiled By: KVW

N W E S

Michael G. Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

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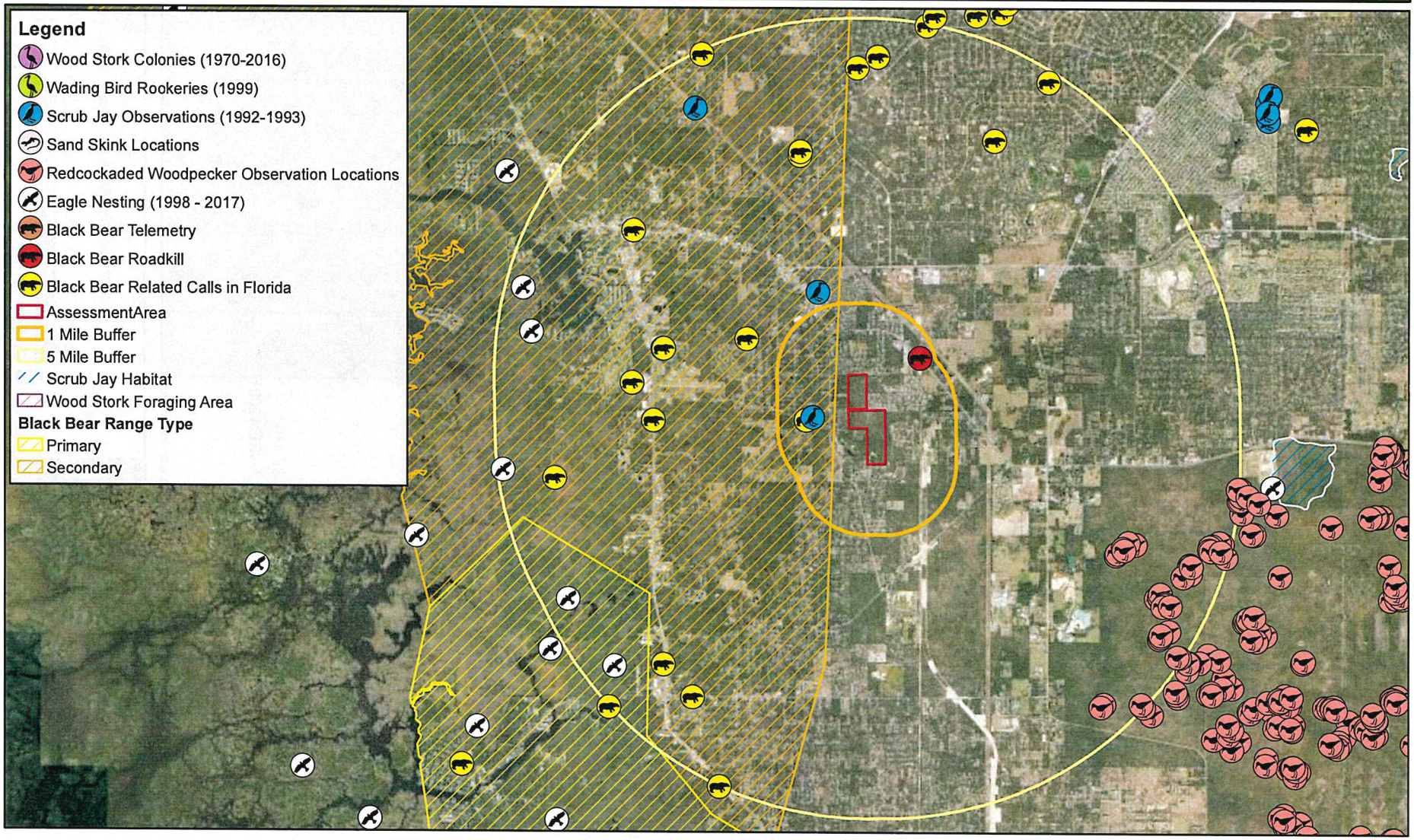
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June 23, 2021

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USFWS/FWC Documented Wildlife Occurrences and Habitats



Crystal Ridge Phases 1, 2, & 3
for Pigeon-Ardurra, LLC
241 Acres (MOL) in Crystal River,
Citrus County, Florida

Data Source: ESRI, CCPA, Field Results, FWC, USFWS

Compiled By: KVW

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Michael G. Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS
MGC

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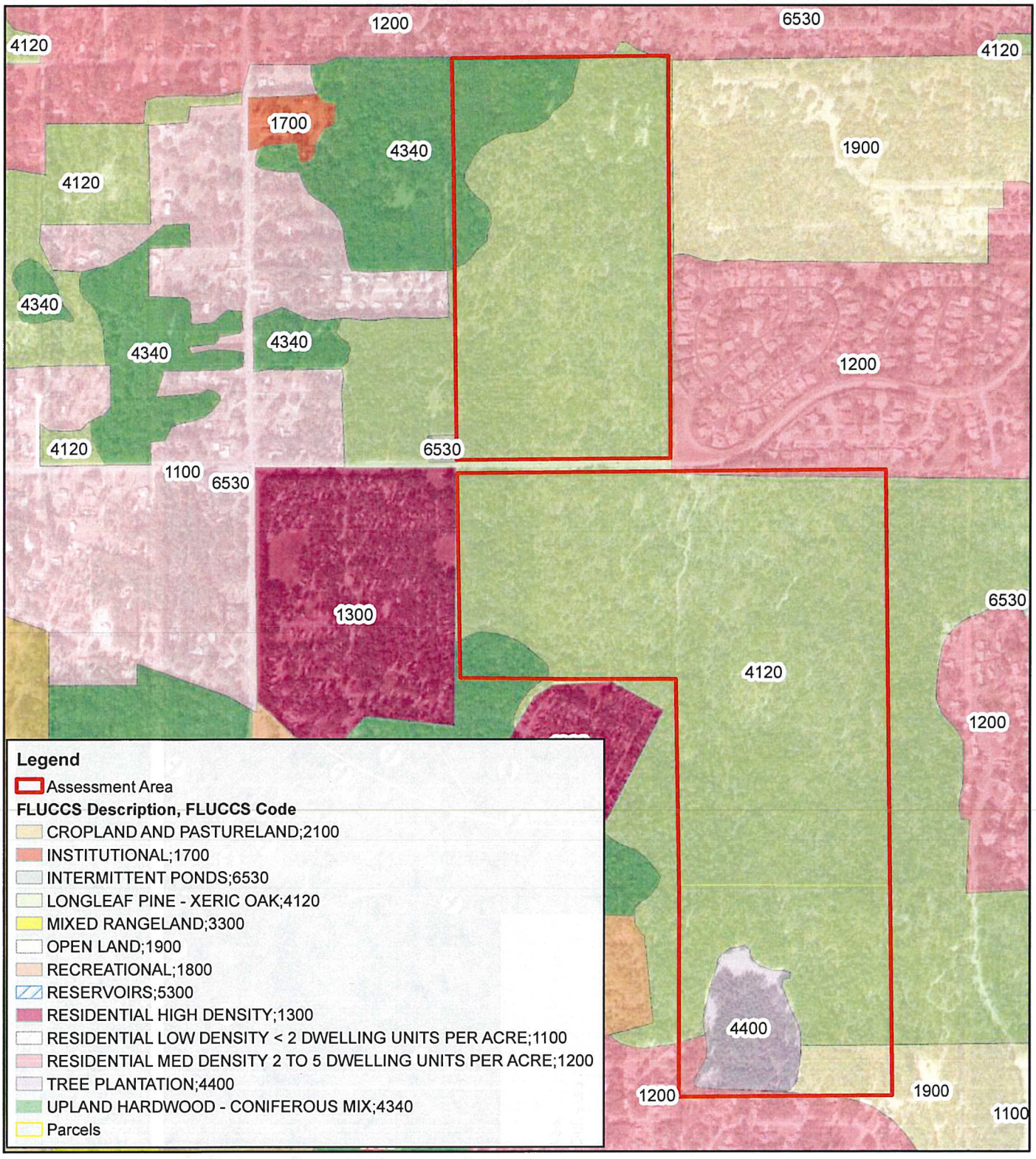
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Land Use and Land Cover (2017)



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, SWFWMD

Compiled By: KVW

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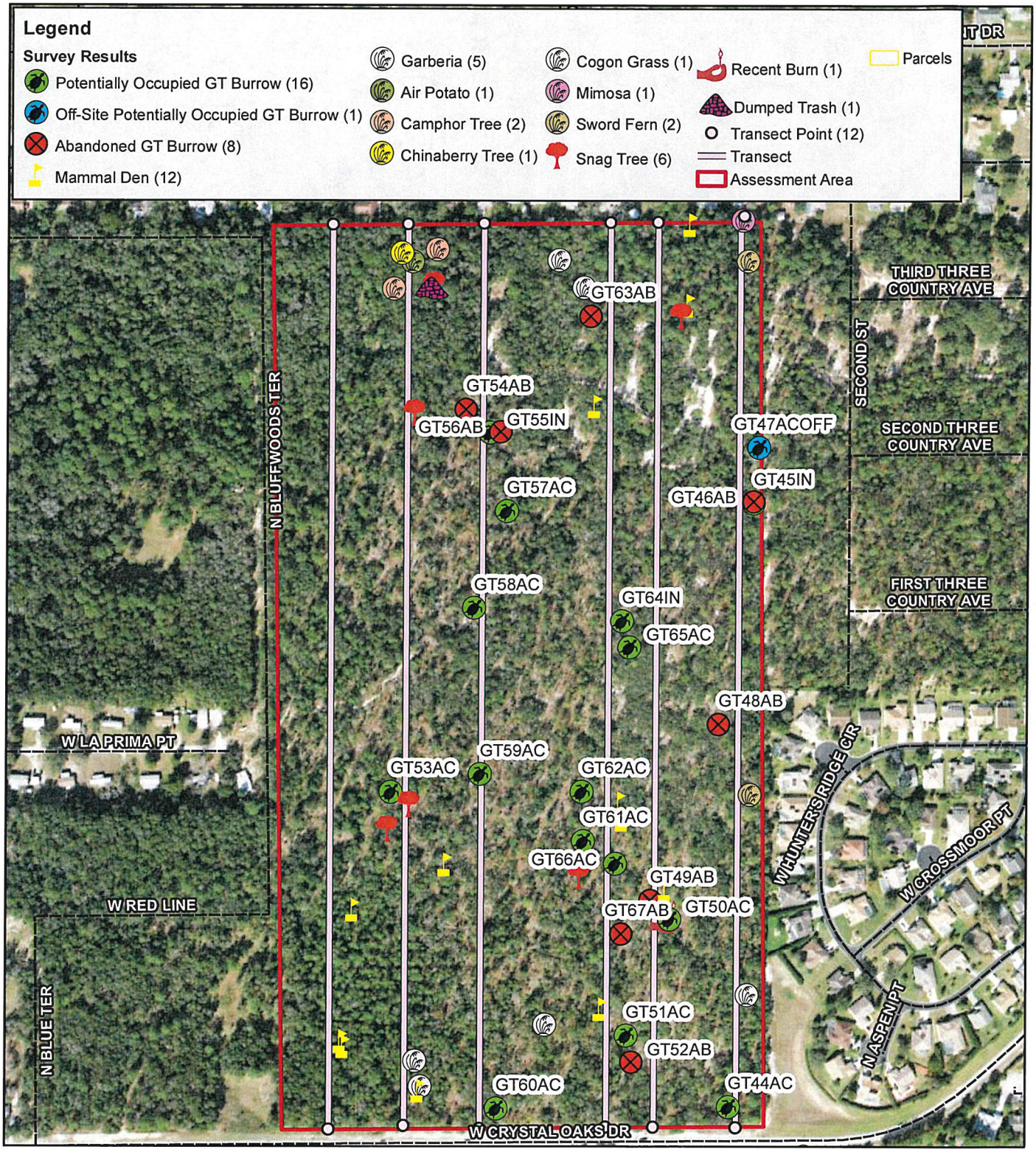
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Features and Results - Map A



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

Compiled By: KVW

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N W E S

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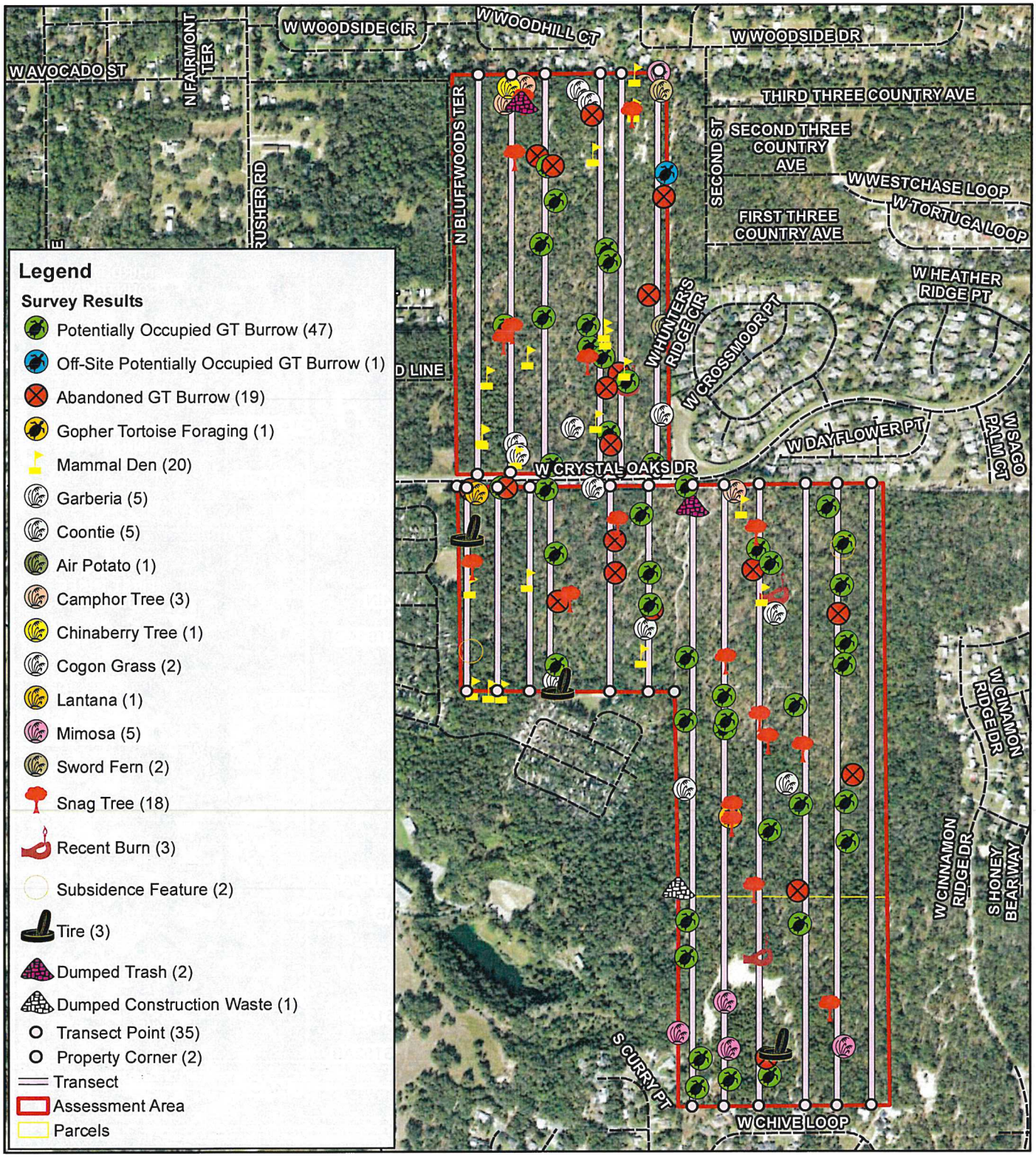
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Features and Results - Overview



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

Compiled By: KVW

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N W E S

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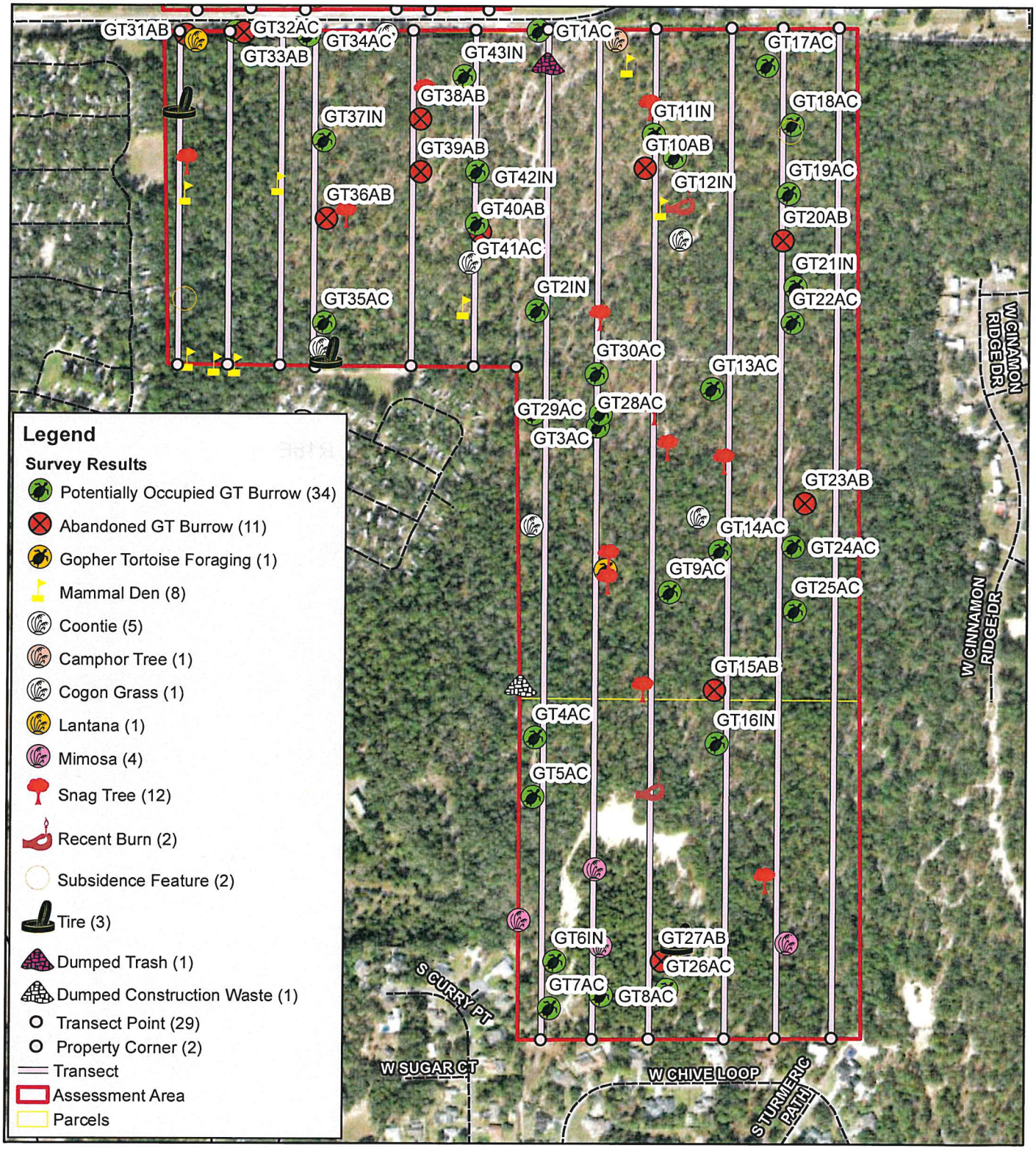
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Features and Results - Map B



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

Compiled By: KVW

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N W E S

0 250 500 1,000 1,500 Feet

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Appendix B

Photo Documentation

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021



Photo 1. Photo of Phase 1 property frontage along W Crystal Oaks Dr



Photo 2. Photo of one of many trails intersecting the project area



Photo 3. Dumping was noted along the trails throughout the project area



Photo 4. Photo of various materials noted on-site



Photo 5. Photo of off-roading vehicle track noted in the Phase 3 project area



Photo 6. Photo of evidence of recent wildfire activity within the project area

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Photo 7. Photo of upland hardwood - coniferous mix habitat on-site



Photo 8. Photo of longleaf pine - xeric oak habitat on-site



Photo 9. Photo of tree plantation land use noted on-site



Photo 10. Photo of one of several mammal dens identified on-site



Photo 11. Photo of one of the potentially occupied gopher tortoise burrows within the project area



Photo 12. Photo of a gopher tortoise observed foraging on-site

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Appendix C

U.S. Fish and Wildlife Service – List of Threatened / Endangered Species for Citrus County, FL

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

Federally Listed Species in Citrus County, Florida

This information is provided as a guide to project planning and is not a substitute for site-specific surveys. Such surveys may be needed to assess species' presence or absence, as well as the extent of project effects on listed species and/or designated critical habitat.

The following table lists those federally listed species known to be present in the county.
Code Key: E = Endangered, T = Threatened, CH = Critical Habitat Designated, C = Candidate

Category	Species Common Name	Species Scientific Name	Code
Mammals	West Indian (Florida) Manatee	*Trichechus manatus latirostris*	E/CH
Birds	Florida Scrub-jay	*Aphelocoma coeruluscens*	T
	Wood Stork	*Mycteria americana*	T
	Red-cockaded Woodpecker	*Picoides borealis*	E
Fish	Gulf Sturgeon	*Acipenser oxyrhynchus desotoi*	T
Reptiles	Eastern Indigo Snake	*Dymarchon corais couperi*	T
	Green Sea Turtle	*Chelonia mydas*	E
	Leatherback Sea Turtle	*Dermochelys coriacea*	E
	Loggerhead Sea Turtle	*Caretta caretta*	T
	Kemp's ridley Sea Turtle	*Lepidochelys kempii*	E
	Gopher Tortoise	*Gopherus polyphemus*	C
Amphibians	None		
Mollusks	None		
Crustaceans	None		
Plants	None		

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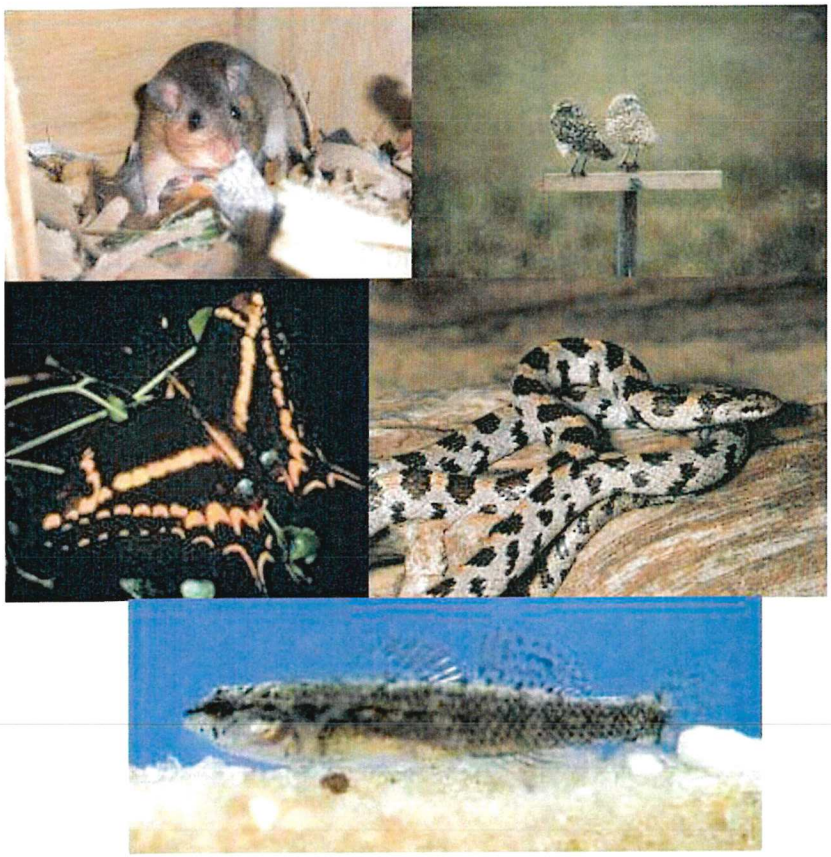
Appendix D

Florida Fish and Wildlife Conservation Commission List of Protected Species

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

FLORIDA'S ENDANGERED AND THREATENED SPECIES



Updated December 2018

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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PREFACE

This document provides a table and list of the State of Florida's imperiled species of wildlife. It includes species listed at the Federal level as Endangered, Threatened, Threatened Due to Similarity of Appearance, or Non-Essential Experimental by the U. S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). It also includes species listed at the State level as State-designated Threatened and Species of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC).

FWC is a constitutional agency, and its authority to regulate and manage most wildlife comes from the Florida constitution. FWC was created by a 1998 amendment to the State of Florida constitution merging the former Game and Fresh Water Fish Commission (GFC), a constitutional agency, the former Marine Fisheries Commission, and certain parts of the Florida Department of Environmental Protection (FDEP), both statutory agencies. At the time of the merger, there were several wildlife species, not under the constitutional authority of the GFC, for which the Florida Legislature had given some statutory authority to regulate and manage to FDEP. The authority for FWC to regulate and manage these species, listed in Rule 68A-27.0031, Florida Administrative Code (F.A.C.), comes from this statutory authority, not constitutional authority. These species are included in this document for the convenience of the user, but they are not included in rules codifying the Florida Endangered and Threatened Species List (Rule 68A-27.003, F.A.C.) or the Species of Special Concern list (Rule 68A-27.005, F.A.C.). The Federal listing status of these species shown in Rule 68A-27.0031 is that of the species in 1998 and does not reflect any status changes since that time. However, the status of these species in *this* document *does* reflect their status as of the date of this document.

In November 2010, FWC established an imperiled species management system and revised its imperiled species rules (https://www.flrules.org/gateway/ChapterHome.asp?Chapter=68A-27). All species listed by the USFWS and NMFS that occur in Florida are now included on Florida Endangered and Threatened Species List as Federally-designated Endangered, Federally-designated Threatened, Federally-designated Threatened Due to Similarity of Appearance, or Federally-designated Non-Essential Experimental population species. Species listed by the FWC are included on the Florida Endangered and Threatened Species List as State-designated Threatened species.

The revised imperiled species management system abolishes the species of special concern (SSC) category once all species on that list are reclassified as State-designated Threatened, found to not meet any of the State's listing criteria or become Federally listed. Until then, the FWC will continue to maintain a separate Species of Special Concern list. These species are included in this document.

The State lists of plants, which are designated Endangered, Threatened, and Commercially Exploited, are administered and maintained by the Florida Department of Agriculture and Consumer Services (DOACS) via Chapter 5B-40, F.A.C. This list of plants can be obtained at http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Our-Forests/Forest-Health/Florida-Statewide-Endangered-and-Threatened-Plant-Conservation-Program/Florida-s-Federally-Listed-Plant-Species.

The Federal list of Endangered and Threatened animals and plants is administered by the USFWS and is published in 50 CFR 17 (animals) and 50 CFR 23 (plants). Additional information regarding Federal listings can be located at the following websites; NMFS - http://www.nmfs.noaa.gov/pr/species/esa/listed.htm and

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USFWS - http://ecos.fws.gov/tess_public/reports/ad-hoc-species-report?kingdom=V&kingdom=I&status=E&status=T&status=EmE&status=EmT&status=EXPE&status=EXPN&status=SAE&status=SAT&mapstatus=3&ferithab=on&fstatus=on&fspecrule=on&finvpop=on&fgroup=on&header=Listed+Animals.

Common and scientific names listed first are as they appear in the Florida Administrative Code, Title 68A. Common and/or scientific names following this and located within parentheses ( ) are names as used by USFWS, or other commonly used names.

Bradley J. Gruver, Ph. D., SCP Section Leader
Natalie Montero, Assistant Listed Species Coordinator
Species Conservation Planning Section
Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission

Cover Photos by FWC Staff: Key Largo Woodrat, Burrowing Owls, Okaloosa Darter, Schaus' swallowtail butterfly, Short-tailed Snake.

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NUMERICAL SUMMARY OF SPECIES

Listed by the State of Florida as Federally-designated Endangered **(FE)**, Federally-designated Threatened **(FT)**, Federally-designated Threatened due to Similarity of Appearance **[FT(S/A)]**, Federal Non-Essential Experimental Population **(FXN)**, State-designated Threatened **(ST)**, or State Species of Special Concern **(SSC)**.

STATUS DESIGNATION	FISH	AMPHIBIANS	REPTILES	BIRDS	MAMMALS	INVERTEBRATES	TOTAL
FE	3(1)[1]	1	3(3)	8	21(5)[2]	14	50(9)
FT	4(1)	1	7(2)	6	2(1)	16	36(4)
FT(S/A)	0	0	1	0	0	3	4
FXN	0	0	0	1	0	0	1
ST	6	2	9	16	4	2	39
SSC	0	0	0	0	0	1	1
TOTAL	**13(2)**	**4**	**20(5)**	**31**	**27 (6)**	**36**	**131(13)**

[1] Numbers in the parentheses are the number of species for which the FWC does not have constitutional authority. The status in Rule 68A-27.0031 is the Federal status these species had when the FWC was created by amendment to the Florida Constitution, adopted in 1998. The status of these species listed in here is their current Federal status as of December 2018.

[2] There is one additional species included in Rule 68A-27.0031 as a species for which the FWC does not have constitutional authority. This species is not included here because it has been determined to be extinct.

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FLORIDA'S ENDANGERED AND THREATENED SPECIES LIST

VERTEBRATES

FISH

Common Name	Scientific Name	Status
Atlantic sturgeon	*Acipenser oxyrinchus oxyrinchus*	FE
Blackmouth shiner	*Notropis melanostomus*	ST
Bluenose shiner	*Pteronotropis welaka*	ST
Crystal darter	*Crystallaria asprella*	ST
Giant manta ray	*Manta birostris*	FT
Gulf sturgeon	*Acipenser oxyrinchus [=oxyrhynchus] desotoi*	FT[1]
Key silverside	*Menidia conchorum*	ST
Nassau grouper	*Epinephelus striatus*	FT
Okaloosa darter	*Etheostoma okalossae*	FT
Saltmarsh topminnow	*Fundulus jenkinsi*	ST
Shortnose sturgeon	*Acipenser brevirostrum*	FE[1]
Smalltooth sawfish	*Pristis pectinate*	FE
Southern tessellated darter	*Etheostoma olmstedi maculaticeps*	ST

AMPHIBIANS

Common Name	Scientific Name	Status
Florida bog frog	*Lithobates okaloosae*	ST
Frosted flatwoods salamander	*Ambystoma cingulatum*	FT
Georgia blind salamander	*Eurycea wallacei*	ST
Reticulated flatwoods salamander	*Ambystoma bishopi*	FE

REPTILES

Common Name	Scientific Name	Status
American alligator	*Alligator mississippiensis*	FT(S/A)
American crocodile	*Crocodylus acutus*	FT
Atlantic salt marsh snake	*Nerodia clarkii taeniata*	FT
Barbour's map turtle	*Graptemys barbouri*	ST
Bluetail mole skink	*Plestiodon egregius lividus*	FT
Eastern indigo snake	*Drymarchon corais couperi*	FT
Florida brown snake	*Storeria victa*	ST[3]

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Common Name	Scientific Name	Status
Florida Keys mole skink	*Plestiodon egregius egregius*	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	ST
Gopher tortoise	*Gopherus polyphemus*	ST
Green sea turtle	*Chelonia mydas*	FT[1]
Hawksbill sea turtle	*Eretmochelys imbricata*	FE[1]
Kemp's ridley sea turtle	*Lepidochelys kempii*	FE[1]
Key ringneck snake	*Diadophis punctatus acricus*	ST
Leatherback sea turtle	*Dermochelys coriacea*	FE[1]
Loggerhead sea turtle	*Caretta caretta*	FT[1]
Rim rock crowned snake	*Tantilla oolitica*	ST
Sand skink	*Plestiodon reynoldsi*	FT
Short-tailed snake	*Lampropeltis extenuate*	ST
Suwannee alligator snapping turtle	*Marcochelys suwanniensis*	ST

BIRDS

Common Name	Scientific Name	Status
American oystercatcher	*Haematopus palliatus*	ST
Audubon's crested caracara	*Polyborus plancus audubonii*	FT
Bachman's wood warbler	*Vermivora bachmanii*	FE
Black skimmer	*Rynchops niger*	ST
Cape Sable seaside sparrow	*Ammodramus maritimus mirabilis*	FE
Eskimo curlew	*Numenius borealis*	FE
Everglade snail kite	*Rostrhamus sociabilis plumbeus*	FE
Florida burrowing owl	*Athene cunicularia floridana*	ST
Florida grasshopper sparrow	*Ammodramus savannarum floridanus*	FE
Florida sandhill crane	*Antigone canadensis pratensis*	ST
Florida scrub-jay	*Aphelocoma coerulescens*	FT
Ivory-billed woodpecker	*Campephilus principalis*	FE
Kirtland's warbler (Kirtland's wood warbler)	*Setophaga kirtlandii (Dendroica kirtlandii)*	FE
Least tern	*Sternula antillarum*	ST
Little blue heron	*Egretta caerulea*	ST
Marian's marsh wren	*Cistothorus palustris marianae*	ST
Piping plover	*Charadrius melodus*	FT
Red-cockaded woodpecker	*Picoides borealis*	FE

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Common Name	Scientific Name	Status
Reddish egret	*Egretta rufescens*	ST
Roseate spoonbill	*Platalea ajaja*	ST
Roseate tern	*Sterna dougallii dougallii*	FT
Rufa red knot	*Calidris canutus rufa*	FT
Scott's seaside sparrow	*Ammodramus maritimus peninsulae*	ST
Snowy plover	*Charadrius nivosus*	ST
Southeastern American kestrel	*Falco sparverius paulus*	ST
Tricolored heron	*Egretta tricolor*	ST
Wakulla seaside sparrow	*Ammodramus maritimus juncicola*	ST
White-crowned pigeon	*Patagioenas leucocephala*	ST
Whooping crane	*Grus americana*	FXN
Worthington's marsh wren	*Cistothorus palustris griseus*	ST
Wood stork	*Mycteria americana*	FT

MAMMALS

Common Name	Scientific Name	Status
Anastasia Island beach mouse	*Peromyscus polionotus phasma*	FE
Big Cypress fox squirrel	*Sciurus niger avicennia*	ST
Choctawhatchee beach mouse	*Peromyscus polionotus allophrys*	FE
Everglades mink	*Neovison vison evergladensis*	ST
Finback whale	*Balaenoptera physalus*	FE[1]
Florida bonneted bat	*Eumops floridanus*	FE
Florida panther	*Puma [=Felis] concolor coryi*	FE
Florida salt marsh vole	*Microtus pennsylvanicus dukecampbelli*	FE
Gray bat	*Myotis grisescens*	FE
Gray wolf	*Canis lupus*	FE[2]
Humpback whale	*Megaptera novaeangliae*	FE[1]
Indiana bat	*Myotis sodalis*	FE
Key deer	*Odocoileus virginianus clavium*	FE
Key Largo cotton mouse	*Peromyscus gossypinus allapaticola*	FE
Key Largo woodrat	*Neotoma floridana smalli*	FE
Lower Keys rabbit	*Sylvilagus palustris hefneri*	FE
North Atlantic right whale	*Eubalaena glacialis*	FE[1]
Perdido Key beach mouse	*Peromyscus polionotus trissyllepsis*	FE
Red wolf	*Canis rufus*	FE

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Common Name	Scientific Name	Status
Rice rat	*Oryzomys palustris natator*	FE[3]
Sanibel Island rice rat	*Oryzomys palustris sanibeli*	ST
Sei whale	*Balaenoptera borealis*	FE[1]
Sherman's short-tailed shrew	*Blarina shermani*	ST
Southeastern beach mouse	*Peromyscus polionotus niveiventris*	FT
Sperm whale	*Physeter macrocephalus*	FE[1]
St. Andrew beach mouse	*Peromyscus polionotus peninsularis*	FE
West Indian manatee (Florida manatee)	*Trichechus manatus* (*Trichechus manatus latirostris*)	FT[1]

INVERTEBRATES

CORALS

Common Name	Scientific Name	Status
Boulder star coral	*Orbicella franksi*	FT
Elkhorn coral	*Acropora palmata*	FT
Lobed star coral	*Orbicella annularis*	FT
Mountainous star coral	*Orbicella faveolata*	FT
Pillar coral	*Dendrogyra cylindricus*	FT
Rough cactus coral	*Mycetophyllia ferox*	FT
Staghorn coral	*Acropora cervicornis*	FT

CRUSTACEANS

Common Name	Scientific Name	Status
Black Creek crayfish	*Procambarus pictus*	ST
Panama City crayfish	*Procambarus econfinae*	SSC
Santa Fe cave crayfish	*Procambarus erythrops*	ST
Squirrel Chimney Cave shrimp	*Palaemonetes cummingi*	FT

INSECTS

Common Name	Scientific Name	Status
American burying beetle	*Nicrophorus americanus*	FE
Bartram's scrub-hairstreak	*Strymon acis bartrami*	FE
Cassius blue butterfly	*Leptotes cassius theonus*	FT(S/A)

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Common Name	Scientific Name	Status
Ceraunus blue butterfly	*Hemiargus ceraunus antibubastus*	FT(S/A)
Florida leafwing	*Anaea troglodyta floridalis*	FE
Miami blue butterfly	*Cyclargus thomasi bethunebakeri*	FE
Miami tiger beetle	*Cicindelidia floridana*	FE
Nickerbean blue butterfly	*Cyclargus ammon*	FT(S/A)
Schaus swallowtail butterfly	*Heraclides aristodemus ponceanus*	FE

MOLLUSKS

Common Name	Scientific Name	Status
Chipola slabshell (mussel)	*Elliptio chipolaensis*	FT
Choctaw bean	*Villosa choctawensis*	FE
Fat threeridge (mussel)	*Amblema neislerii*	FE
Fuzzy pigtoe	*Pleurobema strodeanum*	FT
Gulf moccasinshell (mussel)	*Medionidus penicillatus*	FE
Narrow pigtoe	*Fusconaia escambia*	FT
Ochlockonee moccasinshell (mussel)	*Medionidus simpsonianus*	FE
Oval pigtoe (mussel)	*Pleurobema pyriforme*	FE
Purple bankclimber (mussel)	*Elliptoideus sloatianus*	FT
Round ebonyshell	*Fusconaia rotulata*	FE
Shinyrayed pocketbook (mussel)	*Lampsilis subangulata*	FE
Southern kidneyshell	*Ptychobranchus jonesi*	FE
Southern sandshell	*Hamiota australis*	FT
Stock Island tree snail	*Orthalicus reses [not incl. nesodryas]*	FT
Suwannee moccasinshell	*Medionidus walkeri*	FT
Tapered pigtoe	*Fusconaia burki*	FT

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KEY TO ABBREVIATIONS AND NOTATIONS

List Abbreviations

FWC	Florida Fish and Wildlife Conservation Commission
FE	Federally-designated Endangered
FT	Federally-designated Threatened
FXN	Federally-designated Threatened Nonessential Experimental Population
FT(S/A)	Federally-designated Threatened species due to similarity of appearance
ST	State-designated Threatened
SSC	State Species of Special Concern

List Notations

[1] A species for which the FWC does not have constitutional authority.
[2] Not documented in Florida.
[3] Lower Keys population only.

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LISTING CHANGES SINCE 2010

The Florida black bear was removed from Florida's Endangered and Threatened Species List on August 23, 2012 after approval by the Commission at the June 2012 Commission meeting. A new Florida Black Bear Management Plan was also approved at this meeting.

The Miami blue butterfly was emergency listed as Endangered by the USFWS on August 10, 2011. On April 6, 2012, the Miami blue was officially listed as Endangered by the USFWS. Effective September 19, 2012 the FWC listed the Miami blue butterfly as Federally-designated Endangered on Florida's Endangered and Threatened Species List.

The Cassius blue butterfly, ceraunus blue butterfly, and nickerbean blue butterfly were emergency listed as Threatened Due to Similarity of Appearance to the Miami blue by the USFWS on August 10, 2011. On April 6, 2012, these three species were officially listed as Threatened Due to Similarity of Appearance to the Miami blue by the USFWS. These three species were listed on Florida's Endangered and Threatened Species List as Federally-designated Threatened by Similarity of Appearance to the Miami blue butterfly effective September 19, 2012, and as such only the following prohibitions apply to these three species:

a. Incidental take, that is, take that results from, but is not a purpose of, carrying out an otherwise lawful activity will not apply to cassius blue butterfly, ceraunus blue butterfly, and nickerbean blue butterfly.
b. Collection of the cassius blue butterfly, ceraunus blue butterfly, and nickerbean blue butterfly is prohibited in coastal counties south of Interstate 4 and extending to the boundaries of the State of Florida at the endpoints of Interstate 4 at Tampa and Daytona Beach. Specifically, such activities are prohibited in the following counties: Brevard, Broward, Charlotte, Collier, De Soto, Hillsborough, Indian River, Lee, Manatee, Pinellas, Sarasota, St. Lucie, Martin, Miami-Dade, Monroe, Palm Beach, and Volusia

The Okaloosa darter was reclassified by the USFWS effective May 2, 2011 from Endangered to Threatened. A special rule under Section 4d of the Endangered Species Act was also adopted that allows Eglin Air Force Base to continue activities with a reduced regulatory burden and will provide a net benefit to the Okaloosa darter. FWC reclassified the darter from Federally-designated Endangered to Federally-designated Threatened on September 19, 2012.

The Atlantic sturgeon was listed as Endangered by the NMFS on April 6, 2012. FWC reclassified the fish from Species of Special Concern to Federally-designated Threatened on September 19, 2012.

On October 10, 2012, the USFWS listed the round ebonyshell, southern kidneyshell, and Choctaw bean as Endangered. All three muscles were listed as Federally-designated Endangered by the FWC on June 10, 2015.

The USFWS listed the tapered pigtoe, narrow pigtoe, southern sandshell, and fuzzy pigtoe as Threatened on October 12, 2012. All four mussels were listed as Federally-designated Threatened by the FWC on June 10, 2015.

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The Florida bonneted bat was listed as Endangered by the USFWS on October 2, 2013 after receiving a petition for emergency listing in January 2010. FWC reclassified this bat species from State-designated Threatened to Federally-designated Endangered on June 10, 2015.

The wood stork was reclassified by the USFWS on June 30, 2014, from Endangered to Threatened. FWC reclassified the wood stork to Federally-designated Threatened on June 10, 2015.

The Florida leafwing and Bartram's scrub-hairstreak butterfly were listed as Endangered by the USFWS on September 11, 2014. Both species were listed by the FWC as Federally-designated Endangered on June 10, 2015.

The pillar coral was listed as Threatened by the USFWS on November 13, 2014. FWC reclassified the coral from State-designated Threatened to Federally-designated Threatened on June 10, 2015.

The rufa red knot was listed as Threatened by USFWS on January 12, 2015, and listed by FWC as Federally-designated Threatened on June 10, 2015.

The Miami tiger beetle was listed as Endangered by the USFWS on November 4, 2016 and listed by FWC as Federally-designated Endangered on or about June 12, 2017.

The Suwannee moccasinshell was listed as Threatened by the USFWS on November 7, 2016 and listed by FWC as Federally-designated Endangered on or about June 12, 2017.

On January 11, 2017, the State listing status changes that were proposed in 2011 as part of the newly implemented imperiled species management system became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

- 15 species were removed from Florida's Endangered and Threatened Species List: Eastern chipmunk, Florida mouse, brown pelican, limpkin, snowy egret, white ibis, peninsula ribbon snake (Lower Keys population), red rat snake Lower Keys population), striped mud turtle (Lower Keys population), Suwannee cooter, gopher frog, Pine Barrens tree frog, Lake Eustis pupfish, mangrove rivulus, and Florida tree snail.
- 23 species changed from State-designated Species of Special Concern to State-designated Threatened species: Sherman's short-tailed shrew, Sanibel rice rat, little blue heron, tricolored heron, reddish egret, roseate spoonbill, American oystercatcher, black skimmer, Florida burrowing owl, Marian's marsh wren, Worthington's Marsh wren, Scott's seaside sparrow, Wakulla seaside sparrow, Barbour's map turtle, Florida Keys mole skink, Florida pine snake, Georgia blind salamander, Florida bog frog, bluenose shiner, saltmarsh top minnow, Southern tessellated darter, Santa Fe crayfish, and Black Creek crayfish.
- 14 species maintain their State-designated Threatened status: Everglades mink, Big Cypress fox squirrel, Florida sandhill crane, snowy plover, least tern, white-crowned pigeon, Southeastern American kestrel, Florida brown snake (Lower Keys population), Key ringneck snake, short-tailed snake, rim rock crowned snake, Key silverside, blackmouth shiner, and crystal darter. Five species remain listed as State-designated

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Species of Special Concern: (list species): Homosassa shrew, Sherman's fox squirrel, osprey (Monroe County population), alligator snapping turtle, and harlequin darter.

On December 23, 2018, the State listing status changes that were proposed in 2011 as part of the newly implemented imperiled species management system became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

- Four species were removed from Florida's Endangered and Threatened Species List as State Species of Special Concern: Harlequin darter, Osprey (Monroe County population), Homosassa shrew, and Sherman's fox squirrel.
- The Alligator snapping turtle was taxonomically reclassified into three subspecies. The Suwannee alligator snapping turtle was listed as a State-designated Threatened species.
- Two species were listed as Federally-designated Threatened species: Giant manta ray and Nassau grouper.
- Three species had changes in their scientific names: Short tailed snake, Bluetail mole skink, Florida Keys mole skink, and Sand skink.

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Appendix E

FNAI Tracking List of Listed / Ranked Floral Species in Citrus County, FL

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
Adiantum tenerum	brittle maidenhair fern	G5	S3		E
Agrimonia incisa	incised groove-bur	G3	S2		T
Asplenium erosum	auricled spleenwort	G5	S2		E
Asplenium pumilum	dwarf spleenwort	G5	S1		E
Asplenium verecundum	modest spleenwort	G1	S1		E
Asplenium x curtissii	Curtiss' spleenwort	GNA	S1		N
Asplenium x heteroresiliens	Morzenti's spleenwort	G2	S1		N
Blechnum occidentale var. minor	hammock fern	G5TNR	S1		E
Centrosema arenicola	sand butterfly pea	G2Q	S2		E
Chionanthus pygmaeus	pygmy fringe tree	G2G3	S2S3	E	E
Glandularia maritima	coastal vervain	G3	S3		E
Glandularia tampensis	Tampa vervain	G2	S2		E
Gymnopogon chapmanianus	Chapman's skeletongrass	G3	S3		N
Justicia cooleyi	Cooley's water-willow	G2Q	S2	E	E
Matelea floridana	Florida spiny-pod	G2	S2		E
Mesadenus lucayanus	Florida Keys ladies'-tresses	GNR	S1S2		E
Monotropsis reynoldsiae	pygmy pipes	G1	S1		E
Myriopteris microphylla	southern lip fern	G5	S3		E
Nymphaea jamesoniana	sleeping beauty waterlily	G5	S2S3		E
Pavonia spinifex	yellow hibiscus	G4G5	S2		N
Pecluma dispersa	widespread polypody	G5	S2		E
Pecluma plumula	plume polypody	G5	S2		E
Pecluma ptilota var. bourgeauana	comb polypody	G5TNR	S2		E
Peperomia humilis	terrestrial peperomia	G5	S2		E
Pteroglossaspis ecristata	giant orchid	G2G3	S2		T
Stylisma abdita	scrub stylisma	G3	S3		E
Thelypteris reptans	creeping maiden fern	G5	S2		E
Trichomanes petersii	Peters' bristle fern	G4G5	S1S2		N
Trichomanes punctatum ssp. floridanum	Florida filmy fern	G4G5T1	S1	E	E
Triphora craigheadii	Craighead's nodding-caps	G1	S1		E
Triphora rickettii	Rickett's nodding-caps	G1	S1		N

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Appendix F

U.S. Fish and Wildlife Service – Eastern Indigo Snake Standard Protection Measures

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or "approval" from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via email, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11" x 17" or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have creamcoloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or creamchin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types

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throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
  Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

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PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.

3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.

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Appendix G

Invasive Exotic Plant Reference Material

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

UF IFAS Extension UNIVERSITY of FLORIDA

SS AGR 164

Natural Area Weeds: Air Potato (*Dioscorea bulbifera*)[1]

K. A. Langeland and S. F. Enloe[2]

Introduction

Plants provide us with food and fiber, decorate our yards and gardens, and provide habitat for wildlife. However, when plants grow where they are not wanted, we call them weeds. To home owners, weeds may be unwanted plants in lawns or gardens. To farmers, weeds are plants that interfere with raising crops or livestock. To biologists who manage natural areas, weeds are plants that interfere with the functions of natural communities.

Natural area weeds are often exotic plant species (plants whose natural range does not include Florida and were brought here after European contact, about 1500 A.D.) that have become naturalized (capable of reproducing outside of cultivation). Invasive exotic plants are weeds that alter the functions and value of natural areas by displacing native species (plants whose natural range included Florida at the time of European contact) and disrupting ecosystem services. Natural area managers must remove invasive exotic plant species to maintain the integrity of natural areas.

Air potato is an invasive plant species in Florida that should be removed from public and private properties to help protect the state's natural areas. It has been listed by the Florida Exotic Pest Plant Council as one of Florida's most invasive plant species since 1993 and was added to the Florida Noxious Weed List by the Florida Department of Agriculture and Consumer Services in 1999 (5b-57.007 FAC). Plants on the Florida Noxious Weed List may not be introduced, possessed, moved, or released without a permit.

Impacts

Air potato can quickly engulf native vegetation in natural areas, climbing high into mature tree canopies (Figure 1). It produces large numbers of bulbils (aerial tubers), which facilitate its spread and make it extremely difficult to eliminate because new plants sprout from even very small bulbils. It invades a variety of habitats, including pinelands and hammocks of natural areas (Langeland et al. 2008).

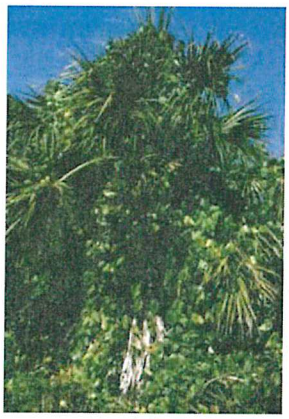


Figure 1. Air potato vine engulfing native cabbage palm.
Credits: Ken Langeland, UF/IFAS

1. This document is SS AGR 164, one of a series of the Agronomy Department, UF/IFAS Extension. Original publication date May 2001. Revised March 2008 and December 2017. Visit the EDIS website at http://edis.ifas.ufl.edu.

2. K. A. Langeland, professor; and S. F. Enloe, associate professor, Agronomy Department, Center for Aquatic and Invasive Plants; UF/IFAS Extension, Gainesville, FL 32611. M. J. Meisenburg, contributed to the original publication.

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U.S. Department of Agriculture, UF/IFAS Extension Service, University of Florida, IFAS, Florida A & M University Cooperative Extension Program, and Boards of County Commissioners Cooperating. Nick T. Place, dean for UF/IFAS Extension.

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Distribution

Native to tropical Asia and sub-Saharan Africa, air potato was spread by ancient Polynesians throughout much of the South Pacific where it is now considered invasive. It was brought to the Americas from Africa during the slave trade (Coursey 1967), and introduced to Florida in 1905 (Morton 1976). It is found throughout the state from Escambia County in the Panhandle to the Florida Keys (http://www.plantatlas.usf.edu/maps.asp?plantID=1726).

Air potato is a member of the yam family (*Dioscoreaceae*). Yams are cultivated for their edible underground tubers in western Africa, where they are important commodities. However, uncultivated species—such as air potato—are generally bitter and even poisonous.

How to Recognize Air Potato

Air potato is a vigorously twining herbaceous vine, often arising from an underground tuber. Freely branching stems grow to 60 ft. in length. Stems are round or slightly angled in cross section and twine to the left (counter-clockwise). Aerial tubers (bulbils) freely form in leaf axils (Figure 2). Bulbils are usually roundish with mostly smooth surfaces, and grow up to 5 in. x 4 in. (Figure 2). Leaves are long petioled (stalked), alternate; blades to 8 in. or more long, broadly heart shaped, with basal lobes usually rounded and with arching veins all originating from one point (Figure 3, Figure 4). Flowers are rare (in Florida), small, and fragrant, with male and female flowers arising from leaf axils on separate plants (i.e., a dioecious species) in panicles or spikes to 4 in. long (Figure 4). Fruit is a capsule; seeds are partially winged.



Figure 2. Air potato bulbils form in leaf axils.
Credits: Ken Langeland, UF/IFAS

Winged yam (*Dioscorea alata*), often mistaken for air potato, is similar in appearance and is also a non-native invasive species. Climbing up to 80 ft. in length, stems are square in cross section with "winged" corners that are often red-purple tinged, and twine to the right (clockwise). Winged yam has opposite leaves that are more triangular and larger than those of air potato. Figure 5 shows air potato and winged yam growing alongside each other. Though not as widespread as air potato, winged yam nonetheless ranges from Escambia to Miami-Dade counties (http://www.plantatlas.usf.edu/maps.asp?plantID=1750) and is probably more widespread than has previously been recognized. Winged yam can produce massive edible tubers (Figure 6), some of which have been recorded to weigh over 100 pounds.

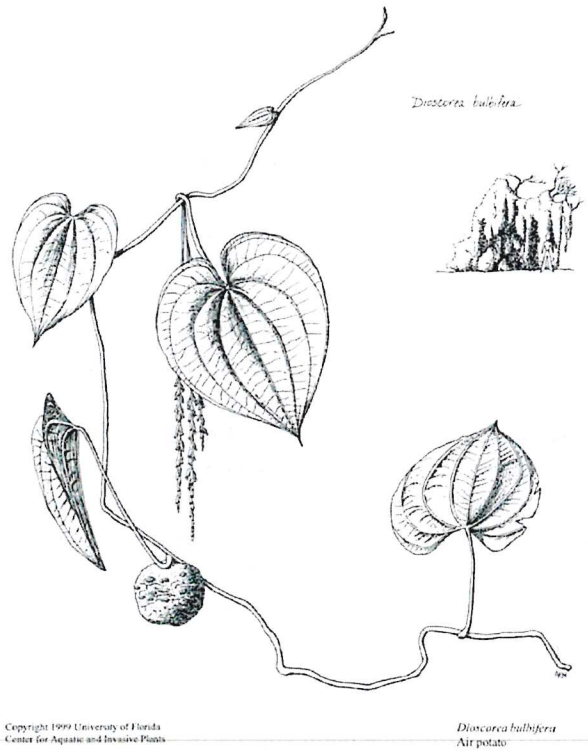


Figure 3. Air potato (*Dioscorea bulbifera*).
Credits: UF/IFAS, Center for Aquatic and Invasive Plants



Figure 4. Air potato flowers.
Credits: Ken Langeland, UF/IFAS

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Three other introduced species of *Dioscorea* may be encountered in Florida: Chinese yam (*D. polystachya*), Zanzibar yam (*D. sansibarensis*), and wild yam (D. villosa). None of these is considered to be invasive. Our native wild yam (*D. floridana*) is infrequent in hammocks and floodplains of northern and western Florida, never forms aerial tubers, and has leaf blades that rarely reach 6 in. long.



Figure 5. Side-by-side comparison of winged yam (left) and air potato (right).
Credits: Michael Meisenburg, UF/IFAS



Figure 6. Underground tuber of winged yam.
Credits: Wendy Wilbur, UF/IFAS

Controlling Air Potato in Florida

For many years, air potato has been manually controlled by digging the tubers (Figure 6) and collecting and destroying the bulbils produced in the leaf axils (Figure 7). As many bulbils as possible must be removed from infested sites (Figure 7). Those which remain will produce new vines. All plant material, including bulbils, must be disposed of in such a way that they do not spread the vines to new areas (for example, in a landfill or where they will be incinerated). Plants become dormant in winter (during short day-length). Locating and removing bulbils is easier during winter months when air potato and other vegetation are not as dense as during summer. Air potato bulbils cannot tolerate freezing, and placing them overnight in a freezer is the best way to prevent them from starting new infestations. On a larger scale, coordinated bulbil collection events, such as the city of Gainesville's Air Potato Roundup, have resulted in the collection of thousands of pounds of bulbils. These types of volunteer events have been very useful for increasing public knowledge of invasive plant issues and in controlling air potato in many city parks. However, a new biological control for air potato has greatly reduced the need for volunteer efforts in many situations.



Figure 7. Remove air potato bulbils and other plant material from site and dispose of in such a way that they do not spread the vines to new areas.
Credits: Ken Langeland, UF/IFAS

The air potato leaf beetle, *Liliocerис cheni* Gressit & Kimono (Coleoptera: Chrysomelidae), native to Nepal and China, was first released in Florida in 2011 (Figure 8). The insect is specific to air potato and does not harm native plants. The insect has been widely distributed throughout Florida at over 2000 release sites. The air potato leaf beetle feeds on the leaves and causes a skeleton like appearance (Figure 8). The damage can be so severe that aerial bulbil production, the climbing ability, and competitive nature of air potato are all greatly reduced. The insect does not eradicate air potato, but the damage it inflicts makes this insect a growing success story for biological control in Florida. More information on the biology and ecology of the air potato leaf beetle can be found in two additional EDIS publications: *Classical Biological Control of Air Potato in Florida* (http://edis.ifas.ufl.edu/in957) and *Air Potato Leaf Beetle*

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(suggested common name), Lilioceris cheni *Gressitt and Kimoto (Insecta: Coleoptera: Chrysomelidae: Criocerinae)* (http://edis.ifas.ufl.edu/in972).



Figure 8. *Dioscorea bulbifera* leaf damage by the air potato leaf beetle, *Lilioceris cheni*.
Credits: Roger Hammer

For areas where the air potato leaf beetle has not established, the herbicide glyphosate can be used for air potato control. Glyphosate is effective for foliar applications but does not kill aerial bulbils that have already been produced. The high climbing growth also makes foliar treatment difficult for applicators and only partial control is achieved. Additionally, glyphosate is not effective in completely killing the underground tubers, which resprout following foliar treatment. This generally results in the need for multiple treatments. The optimal treatment timing is in the fall, when downward translocation of the herbicide to the roots and tubers is maximized. Air potato is susceptible to frost and poor control is likely if plants experience a cold period just before or shortly after treatment.

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Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

IMPERATA CYLINDRICA (L.) RAEUSCHEL

Poaceae (Gramineae)/Grass Family

Common Name: Cogon grass
Synonymy: *Imperata cylindrica* (L.) Beauv.; *I. brasiliensis* Trinius misapplied
Origin: Southeast Asia

Botanical Description: Perennial grass, growing in loose or compact tufts, from stout, extensively creeping, scaly rhizomes with sharp-pointed tips. Leaf sheaths relatively short, glabrous or pubescent; ligule a membrane, 0.5-1 mm long. Leaf blades erect, narrow and pubescent at base, flat and glabrous above, to 1.2 m (4 ft) tall and to 2 cm (< 1 in) wide, with whitish midvein noticeably off-center; blade margins scabrous, blade tips sharp pointed. Inflorescence a narrow, dense terminal panicle, white silky and plume-like, to 21 cm (8 in) long and 3.5 cm (1.5 in) wide. Spikelets crowded, paired on unequal stalks, with each spikelet surrounded by long white hairs.

Ecological Significance: Considered one of the top 10 worst weeds in the world, reported by 73 countries as a pest in a total of 35 crops (Holm *et al.* 1977). Introduced to the United States in 1911 near Mobile, Alabama as packing material in a shipment of plants from Japan (Dickens 1974, Tabor 1949, Tabor 1952); and into Mississippi as a forage crop from the Philippines before 1920 (Dickens and Buchanan 1971, Patterson *et al.* 1979, Tabor 1949 and 1952, Tanner and Werner 1986). Replanted to Florida from Mississippi for forage and soil stabilization in Gainesville, Brooksville, and Withlacoochee (Hall 1983, Tabor 1949)—these areas now with high densities of naturalized populations (Dickens and Buchanan 1971, Willard 1988). By 1949, more than 405 ha (1,000 acres) of the grass established in central and northwest Florida (Dickens 1974). Now frequent along transportation and utility corridors throughout Florida. Has invaded dry to moist natural areas in over 20 counties (EPPC 1996), including habitats of federally listed endangered and threatened native plant species (K. C. Burks, Florida Department of Environmental Protection, 1997 personal communication).

SM



Leaf blade, off-center midvein

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COGON GRASS

Distribution: Commonly found in humid tropics but has spread to warm temperate zones worldwide (Hubbard *et al.* 1944). Currently reported for all of Florida, plus parts of Alabama, Georgia, Louisiana, and Mississippi, along with an adventive (but perhaps not persistent) population in South Carolina (Allen and Thomas 1991, Elmore 1986, Bryson and Carter 1993).

Life History: Fast-growing; thrives in areas of minimal tillage, such as orchards, lawns, and roadsides (Patterson *et al.* 1979). Produces new rhizomes readily, facilitating the plant's spread at newly colonized sites; can propagate by rhizome fragments but does not survive well under regular deep tilling (Wilcut *et al.* 1988). Roots and rhizomes remarkably resistant to fire (Bryson and Carter 1993). Disperses over long distances into a variety of habitats by windborne seeds (Bryson and Carter 1993). Flowers in spring or fall, or year-round in central and south Florida (Willard 1988).

DJ



In Everglades National Park (foreground)

SM



Dense panicle

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MELIA AZEDERACH L.

Meliacae/Mahogany Family

Common Names: Chinaberry, pride-of-India
Synonymy: *M. australis* Sweet; *M. japonica* G. Don; *M. sempervirens* Sw.
Origin: Asia

Botanical Description: Deciduous tree to 15 m (50 ft) tall. Twigs stout with purplish bark, dotted with buff-colored lenticels. Leaves alternate, large, long-petioled, 2 or 3 times compound (odd-pinnate), up to 0.5 m (1.5 ft) long; leaflets pungent when crushed, dark green above, often with sparse pubescence along veins; lighter green below, generally glabrous; margins serrate; blade bases often oblique. Inflorescences showy, loose, stalked panicles from leaf axils. Flowers small, fragrant, with 5 lilac petals; stalks of stamens united into dark purple tube. Fruit a stalked, thinly fleshy, subglobose, single-seeded drupe, yellow or yellowish green at maturity.

Ecological Significance: Introduced around 1830 as an ornamental in South Carolina and Georgia (Gordon and Thomas 1997) and widely planted in southern states. Occurs primarily in disturbed areas such as road right-of-ways and fencerows, but has also invaded floodplain hammocks and marshes and upland woods, particularly in north Florida (Clewell 1985, Godfrey 1988). Reported by land managers as infesting parks in 23 counties (EPPC 1996).

Distribution: Most abundantly naturalized in north and west Florida, but often escaping cultivation in peninsular counties, south to the Keys (Nelson 1994, Wunderlin 1982). Naturalized also in tropical America and planted in temperate and subtemperate areas around the world (Bailey and Bailey 1976). Reported as a prominent roadside and shoreline weed in Cape Province, South Africa (Henderson 1991). In the U.S., naturalized from eastern Virginia, southward to south Florida, and westward to eastern half of Texas and Oklahoma (Godfrey 1988).

LCA



Flowers

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CHINABERRY

Life History: Often shrubby and root-suckering, forming thickets. Frequently flowers and fruits at shrub size. Produces flowers in spring, usually March and April; its fruits long-maturing, prolific, and commonly persistent after leaf fall. Fruits poisonous to humans and some other mammals, but seeds dispersed by a variety of songbirds, who relish the drupes and sometimes gorge themselves to the point of temporary intoxication (Nelson 1994).

KAL



Compound leaf

KAL



Fruits

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Lantana camara lantana



Lantana camara lantana

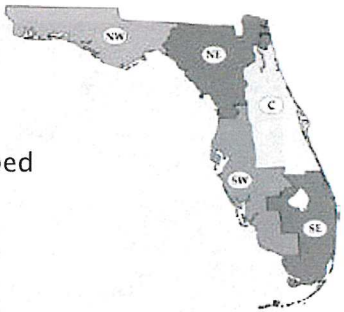
Appearance: Grows profusely. Multi-stemmed, deciduous shrub, to 2 m (6 ft) or more, with stems square, covered with bristly hairs when green; often armed as well with scattered small prickles.

Leaves: Opposite, simple, with petioles to 2 cm (0.8 in) long; blades oval, rough, hairy, to 15 cm (6 in) long and 6 cm (2.4 in) wide; margins blunt-toothed and blade bases broad, squared off (truncate); leaves strongly aromatic.

Flowers: Small, multicolored; in stalked, dense, flat-topped clusters to 4 cm (1.5 in) across; corolla a narrow tube with 4 short spreading lobes; flowers in a single cluster may be white to pink or lavender, yellow to orange or red, changing color over time.

Fruit: A round, fleshy, 2-seeded drupe, about 5 mm (0.2 in) wide; green turning purple then blue-black.

Ecological threat:
Commonly invades disturbed sites such as roadsides, spoil islands, pastures, citrus groves, and cultivated woodlands. Also frequent in well-drained undisturbed habitats such as native pinelands, hammocks, and beach dunes.
FLEPPC Category I



Distribution: NW, NE, C, SW, SE

Field Notations

LANTCAMA/LACA2

http://plants.ifas.ufl.edu

Packet Pg. 945

T.1.c

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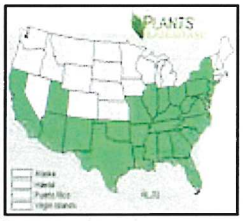
Silk Tree

Albizia julibrissin Durz.

Common Names:
Mimosa and Silky Acacia

DESCRIPTION: Silk tree is a small to medium-sized tree in the pea family (Fabaceae) that can grow up to 20-40 feet tall. The bark is light brown, nearly smooth, and generally thin with lens shaped areas along the stem. The attractive fern-like leaves of mimosa are finely divided, 5-8 inches long by about 3-4 inches wide, and alternate along the stems. Silk tree has showy and fragrant pink flowers, about 1½ inches long, that resemble pom-poms and are arranged in panicles at the ends of branches. Fruits are flat, straw-colored pods about 6 inches long containing light brown oval-shaped seeds about ½ inch in length. Pods ripen in August to September and begin to disintegrate soon after, but remain on the trees into winter. Silk tree reproduces both vegetatively and by seed

ECOLOGICAL THREAT: It is a strong competitor to native trees and shrubs in open areas or forest edges. Dense stands severely reduce the sunlight and nutrients available for other plants. It is considered an invasive species.



DISTRIBUTION: The native range is from Iran to Japan. In the United States, it is naturalized in states colored green on the distribution map.

HABITAT: Silk tree can grow in a variety of soils, prefers full sun and is often seen along roadsides and open vacant lots in urban/suburban areas. It can tolerate partial shade but is seldom found in forests with full canopy cover, or at higher elevations (above 900 m or 3,000 ft), where cold hardiness is a limiting factor. It can become a serious problem along riparian areas.

MANAGEMENT OPTIONS: Silk tree can be controlled using a variety of mechanical and chemical controls. **Cutting** is an initial control measure and will require either an herbicidal control or repeated cutting for resprouts. **Girdling** is effective on large trees where the use of herbicides is impractical. **Hand pulling** will effectively control young seedlings. **Systemic herbicides** such as glyphosate and triclopyr can kill the entire plant. (See detailed management at - http://www.nps.gov/plants/alien/fact/alju1.htm)



References: http://plants.usda.gov. www.nps.gov/plants

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UF IFAS Extension UNIVERSITY of FLORIDA

ENH326

Cinnamomum camphora: Camphor-Tree[1]

Edward F. Gilman, Dennis G. Watson, Ryan W. Klein, Andrew K. Koeser, Deborah R. Hilbert, and Drew C. McLean[2]

Introduction

This large, round-canopied, evergreen tree has broad, large-diameter, unusually strong branches and can reach 70 feet in height with a broader spread but is usually 40 to 50 feet with a 50 to 70-foot spread. The glossy green, thin but leathery leaves give off a camphor aroma when crushed and create dense shade. The stems and bark on young branches of Camphor-tree are bright green, tinged with red when young, maturing into a dark grey-brown, rugged-looking trunk which appears almost black when wet from rain. Trunk and branch structure on older trees appear similar to mature live oaks. The inconspicuous, tiny, yellow flowers are followed by a profusion of small, black berries which can become an annoyance on walks and driveways because they are messy but are quite attractive to wildlife. Fruits will stain cars. Some occasionally germinate below the tree, but this is not nearly as much of a problem as some other trees. Birds can also carry the seed to remote areas where it will occasionally germinate. The leaves, twigs, and wood are the commercial source of camphor. The dried bark of *Cinnamomum zeylanicum* yields cinnamon.

Common name(s): camphor-tree
Family: *Lauraceae*
USDA hardiness zones: 9B through 11 (Figure 2)
Origin: native to eastern Asia
UF/IFAS Invasive Assessment Status: invasive and not recommended (North and Central); caution, may be recommended but manage to prevent escape (South)
Uses: screen; shade; urban tolerant



Figure 1. Full Form—*Cinnamomum camphora*: camphor-tree

General Information

Scientific name: *Cinnamomum camphora*
Pronunciation: sin-uh-MOE-mum kam-FOR-uh

1. This document is ENH326, one of a series of the Environmental Horticulture Department, UF/IFAS Extension. Original publication date November 1993. Revised February 2013 and December 2018. Visit the EDIS website at https://edis.ifas.ufl.edu for the currently supported version of this publication.

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Figure 2. Range

Description

Height: 40 to 50 feet
Spread: 50 to 70 feet
Crown uniformity: symmetrical
Crown shape: round
Crown density: dense
Growth rate: fast
Texture: medium

Foliage

Leaf arrangement: alternate
Leaf type: simple
Leaf margin: entire
Leaf shape: ovate, obovate
Leaf venation: pinnate
Leaf type and persistence: evergreen, broadleaf evergreen, fragrant when crushed
Leaf blade length: 2 to 4 inches
Leaf color: dark green and shiny on top, glaucous and silvery underneath
Fall color: no color change
Fall characteristic: not showy

Flower

Flower color: greenish white
Flower characteristics: not showy; emerges in clusters on panicles
Flowering: spring

Fruit

Fruit shape: round
Fruit length: ⅓ inch
Fruit covering: fleshy drupe
Fruit color: green to black
Fruit characteristics: attracts birds; not showy; fruit/leaves a litter problem



Figure 3. Leaf—*Cinnamomum camphora*: camphor-tree



Figure 4. Flower—*Cinnamomum camphora*: camphor-tree



Figure 5. Fruit—*Cinnamomum camphora*: camphor-tree

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Trunk and Branches

Trunk/branches: branches droop; showy; typically one trunk; no thorns
Bark: brown to gray, becoming increasingly furrowed and rigid with age
Pruning requirement: needed for strong structure
Breakage: resistant
Current year twig color: green
Current year twig thickness: thin, medium
Wood specific gravity: unknown



Figure 6. Bark—*Cinnamomum camphora*: camphor-tree
Credits: Gritta Hasing

Culture

Light requirement: full sun, partial sun or partial shade
Soil tolerances: clay; sand; loam; acidic; slightly alkaline; well-drained
Drought tolerance: high
Aerosol salt tolerance: low

Other

Roots: can form large surface roots
Winter interest: yes
Outstanding tree: no
Ozone sensitivity: unknown
Verticillium wilt susceptibility: susceptible
Pest resistance: resistant to pests/diseases

Use and Management

Too big for all but the largest spaces, Camphor-tree is ideal when used as a shade tree for parks or large landscapes. Use along streets should be tempered because messy fruits drop on sidewalks and cars. It might be considered for boulevard planting where cars do not park. Prune to develop major branches, space 18 to 30 inches apart along a central trunk to develop good structure. Do not allow major branches to grow from the same spot on the trunk and avoid upright, multi-trunked trees. It may be difficult to maintain a lawn beneath the dense shade of Camphor-trees and a shade-tolerant groundcover may better suit the purpose. The trunk on older specimens grows to six feet or more in diameter and is quite picturesque. Allow plenty of room for proper development above and below ground. Shallow roots can be a nuisance. Has escaped cultivation in some areas.

Growing in full sun to partial shade, Camphor-Tree is amenable to a variety of soils, will grow but often develops minor element deficiencies on alkaline soils. Camphor-Tree is highly tolerant of urban conditions but will not tolerate water-logged soils. It is adapted to grow along the coast exposed to some sea salt.

The cultivar `Monum' has larger, richer green foliage.

Propagation is by seed.

Pests

Scales and mites are common problems on Camphor-Trees. Seeds can germinate easily in the landscape but this is usually a minor problem. Has escaped cultivation in Florida, Louisiana, and parts of coastal Texas, so use it (if at all) with caution.

Diseases

Camphor-Tree is subject to a root rot, especially in poorly-drained soils.

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USDA NRCS
United States Department of Agriculture
Natural Resources Conservation Service

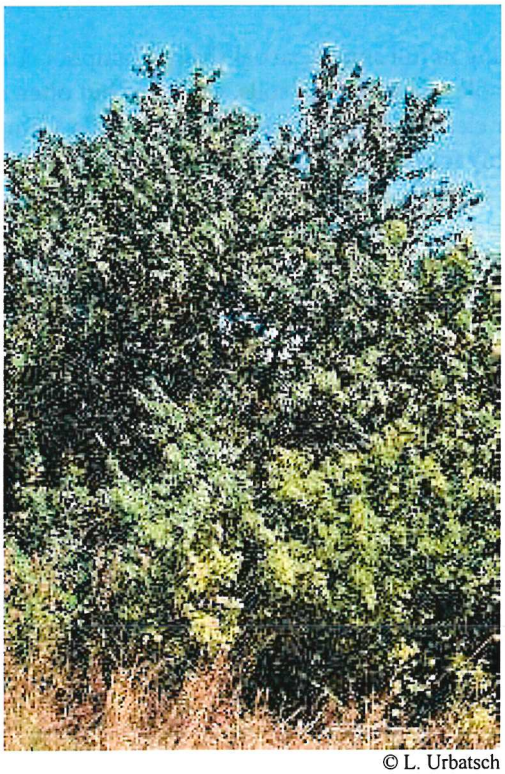
Plant Guide

CHINESE TALLOW TREE

Triadica sebifera (L.) Small

Plant Symbol = TRSE6

Contributed by: USDA NRCS National Plant Data Center & Louisiana State University-Plant Science;
partial funding from the US Geological Survey and the US National Biological Information Infrastructure



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Caution: This plant has toxic properties.

Alternate Names

This plant appears in most floras as *Sapium sebiferum*. Common names include popcorn tree, chicken tree, and Florida aspen.

Uses

Ingestion of plant material causes gastrointestinal upset with nausea and vomiting. Contact with the plants can cause dermatitis (Westbrooks & Preacher 1986). The milky sap in both the leaves and the berries is poisonous to animals (Redlus 1997). Sheep and goats have been known to eat the leaves of Chinese tallow, but the plant is toxic to cattle (Jubinsky & Anderson 1996; Russell et al. 1969).

Chinese tallow is very invasive. The Chinese tallow tree was introduced into the United States from China in 1776 by Ben Franklin (Randall & Marinelli 1996). The common name comes from the waxy tallow derived from the white covering of the seed that has been used historically to make soap and candles. It has been cultivated in China for at least 14 centuries as a seed crop and as an ornamental. In the early 1900s, the Foreign Plant Introduction Division of the U.S. Department of Agriculture promoted tallow tree planting in Gulf Coast states to establish a local soap industry (Flack & Furlow 1996). Since that time, the species has been planted in the U.S. mainly for its unique ornamental qualities including colorful, autumnal foliage.

The plants have tremendous reproductive potential. They may reach reproductive age in as little as three years and remain productive for 100 years (Duke 1983). In greenhouse experiments, some trees grown from seed flowered in their first year of growth (Grace 1997). A mature tree may annually produce an average of 100,000 seeds that are spread mainly by birds and water (Duke 1983; Jubinsky & Anderson 1996). Stumps have the ability to resprout and roots readily develop shoots.

The species causes large-scale ecosystem modification by replacing native vegetation thereby reducing native species diversity that, in turn, has a negative effect on wildlife (Bruce et al. 1995; Randall & Marinelli 1996). The ability of this species to drastically modify natural landscapes has earned it a spot on The Nature Conservancy's list of "America's Least Wanted -The Dirty Dozen" (Flack and Furlow 1996). The species can readily become the dominant plant in disturbed vacant lots and abandoned agricultural land. It has the ability to invade natural, wet prairies and bottomland forests. Once established, it is virtually impossible to eliminate by known methods, and efforts to achieve effective control are being explored (Jubinsky & Anderson 1996).

Jubinsky & Anderson (1996) demonstrate the invasive nature of Chinese tallow in Florida. Their

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work has shown Chinese tallow has become naturalized in over half (57%) of Florida's counties. Vegetation analysis demonstrates its potential dominance in Florida's wetlands. Quantification of trees at their study site revealed that Chinese tallow had the greatest density of all woody plants despite being present for only 20 years. In relative frequency, it was second to sweetgum (*Liquidambar* spp.). Compared to other woody species, Chinese tallow was found to reproduce prolifically. Beneath tallow trees of reproductive age, 14.6 seedlings were present per square meter. Percent cover of seedlings of Chinese tallow was significantly greater than all other woody species combined. Relative frequency of tallow seedlings was also greater than that of all species except for sweetgum. Native species negatively impacted at the site-included sweetgum, various species of oak (*Quercus* spp.), black willow (*Salix nigra*), swamp dogwood (*Cornus foemina*), and elderberry (*Sambucus canadensis*).

Chinese tallow is the most successful exotic invader of the chenier woodlands in southwestern Louisiana. It has had a major impact on plant community structure and species composition by becoming the most abundant woody species. It has the potential to invade surrounding marshes, changing them from herbaceous to woody plant communities (Neyland & Meyer, 1997).

In Texas, the introduction of tallow trees has produced large-scale conversion of much of the upper coastal prairie to woodland (Bruce et al. 1995). Presettlement vegetation was dominated by little bluestem (*Schizachyrium scoparium*) and other typical prairie species. The new, anthropogenic woodlands are essentially monospecific stands of tallow trees with some native tree species. Besides altered species composition, Chinese tallow woodlands have altered ecosystem processes. Their primary productivity is higher, and ion concentrations in the soil have been changed (Bruce et al. 1995). Tallow tree woodland is expected to either persist as a novel, stable, exotic vegetation type or to gradually give way to a novel type dominated by native species (Bruce et al. 1995). Regardless of which scenario takes place, this species has supplanted naturally occurring prairie where it has invaded.

Associated animal species are dramatically affected by such habitat modifications. Attwater's prairie chicken (*Tympanuchus cupido attwateri*), once abundant in the coastal prairie of Texas and Louisiana, is near extinction due to loss of habitat. Other bird species dependent on coastal prairie habitat are dickcissels, mottled ducks, and a large number of neotropical migratory songbirds including five critically imperiled species. Data indicate that a dramatic decline has occurred over the past 25 years in grassland bird species (Knopf 1994).

To determine its potential to invade and persist in hardwood forests, the shade tolerance of Chinese tallow was compared to American sycamore (*Platanus occidentalis*) and cherrybark oak (*Quercus pagoda*) in a series of experiments (Jones & McLeod 1989). Tallow tree growth was shown to exceed sycamore and oak in shade, and tallow tree and sycamore growth exceeded oak in full sun. Such findings are consistent with observed patterns of tallow tree growth in North America. With its ability to grow rapidly in sunlight or under closed canopies, the species is likely to invade and persist in many of the floodplain forests of the coastal Southeast.



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Cross-section of seed showing tallow portion.

The precise mechanism of spread remains somewhat open to question. Chinese tallow trees are reported to have allelopathic capabilities in that the leaves contain substances that alter the soil chemistry and negatively impact native vegetation (Flack & Furlow 1996). However, Conway et al. (1997) investigated the effects of tallow leaf-litter water extracts on the germination of bald cypress (*Taxodium distichum*) and black willow (*Salix nigra*), and found no evidence for allelo-chemical effects. They concluded that suppression of associated species would be expected due to shading and other methods of resource reduction, and if present, allelopathy contributes less significantly to tallow's spread and dominance in habitats that were once more natural.

Wildlife: The flowers of Chinese tallow are favored by honeybees, which produce a desirable, light-colored honey from it. Birds, including domestic fowl readily eat its fruits. It has been considered a desirable plant for bird-food (Duke 1983).

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Oil: Chinese tallow tree seeds are a source of vegetable tallow, a drying oil, and protein food. The tree is also planted for ornamental purposes. The outer covering of the seeds contains solid fat known as Chinese vegetable tallow and the kernels produce a drying oil called Stillingia oil. Candles, soap, cloth dressing, and fuel are made from the tallow. The oil is used in machine oils, as a crude lamp oil, and in making varnishes and paints, because of its quick-drying properties. Also, the oil reportedly is used in Chinese medicine, but overdoses probably would cause violent sickness and perhaps death (Duke 1983). After the seeds have been processed, the residual cakes are used as manure.

Biomass: More recently, the tree has been regarded as a promising biomass candidate in the Gulf coast region of the United States, because of its ability to re-sprout, its rapid growth rate, and its drought and salt tolerance (Scheld & Cowels 1981). Field trials demonstrate that the species can produce six times as much woody biomass as *Populus* selections grown in Wisconsin (Scheld & Cowles 1981). Chinese tallow can be grown over large areas by conventional agricultural methods and can provide woody biomass for direct burning or conversion to charcoal, ethanol, and methanol (Scheld & Cowles 1981). Oil from the seeds can potentially substitute for petroleum. Scheld et al. (1980) report yields of 4,000 to 10,000 kg/ha, and cite estimates of 25 barrels of oil per year as a sustained energy yield. In addition to its biomass and energy value, the tree is extensively propagated for ornamental purposes. From 200,000-300,000 trees are grown for ornamental purposes in Houston, Texas alone (Duke 1983).

Construction: Tallow wood is white and close-grained, suitable for carving and for making blocks in Chinese printing. The wood is also used for furniture making and incense. A black dye can be made by boiling leaves in alum water (Duke 1983).

Status

Please consult the PLANTS Web site and your State Department of Natural Resources for this plant's current status, such as, state noxious status, and wetland indicator values.

Description

General: Spurge Family (Euphorbiaceae). Chinese tallow is a fast-growing, medium-sized tree that may reach heights of 50 feet (Godfrey 1988). This noxious plant causes large-scale ecosystem modification throughout the southeastern U.S. by replacing native vegetation. It quickly becomes the dominant plant in disturbed vacant lots, abandoned agricultural land, natural wet prairies, and bottomland forests. Once established, Chinese tallow is virtually impossible to eliminate.

Tallow leaves are alternate (one per node), with



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Glands at base of leaf.

broad rhombic to ovate blades, 1.5-3.5 inches long, 1.5-4 inches wide, the leaf blade bases are wedge-shaped and the apex supports a gradually tapering appendage, margins are entire (without teeth). The upper leaf surface is dark green and the lower is somewhat paler. The veins are yellow and conspicuous on both surfaces. In autumn, the leaves turn orange to scarlet (sometimes yellow) and fall as the cold season approaches. The leaf stalks (petioles) are 1-4 inches long, with 2 swollen glands on the upper side immediately below the leaf blade. At the base of the petiole is a pair of stipule-like appendages about one-eighth inch long.

Chinese tallow trees are monoecious (i.e., an individual tree has separate pollen and seed bearing flowers). The pollen producing (staminate) flowers occur in greenish-yellow, tassel-like spikes up to 8 inches long that terminate the branchlets, and each flower cluster along the spike has a basal pair of nectar glands. A few seed producing (pistillate) flowers (each having a three lobed ovary and three style branches) are located on short branches at the base of the staminate spike. The pistillate flowers mature into three-lobed, three-valved capsules about 1/2 - 3/4 inch long and about 3/4 inch wide. As the capsules mature, their color changes from green to nearly black. When mature, the capsule walls fall away typically exposing three globose seeds that have a white, tallow-containing covering. Seeds usually persist on the plants for a period of weeks. Flowers typically mature April-June and fruit ripens in September-October.

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Distribution: Chinese tallow is native to many provinces of central China, especially north of the Yangtze Valley, and Japan (Duke 1983). It has been cultivated for 14 centuries as a seed crop (Duke, 1983; Jubinsky & Anderson 1996) and is presently grown in mainland China, Hainan Island, Hong Kong, Japan, Taiwan, and Korea. Chinese tallow has been introduced to many parts of the world including Sri Lanka, Indochina, Bengal, India, Sudan, Martinique, southern United States, southern France, and Algeria (Duke 1983; Jubinsky & Anderson 1996).

Adaptation: Chinese tallow is naturalized in the United States from Cameron and Hidalgo counties in southernmost Texas northward to southern Oklahoma and northwestern Arkansas eastward to North Carolina and Florida. The species is very adaptable and can thrive in various environments. It is generally found in low, swampy places, and along the margins of bodies of fresh water; moreover, it can invade dry uplands as well, and it will tolerate some salinity. Tallow trees grow best in full sunlight but can tolerate shade. The spread of Chinese tallow appears to be limited by frigid and/or arid conditions (Jubinsky & Anderson 1966). Though widely planted as a street and ornamental tree in California, it has yet to become a pest there, presumably because of insufficient rainfall. For current U.S. distribution, please consult the Plant Profile page for this species on the PLANTS Web site.

Vectors: The major dispersal methods of Chinese tallow are birds and water (Duke 1983; Jones et al. 1989). Jubinsky (1993) observed seeds being consumed and dispersed by pileated woodpeckers (Dryocopus pileatus) and boat-tailed grackles (Quicalus major) in Florida. Cardinals (Cardinalis cardinalis), and probably many other species of birds, also consume and presumably disperse the seeds (Skinner 1998). Seeds were also observed along riverbanks in central and north Florida after heavy rains, once higher waters receded (Jubinsky & Anderson 1996).

Control

Please contact your local agricultural extension specialist or county weed specialist to learn what works best in your area and how to use it safely. Always read label and safety instructions for each control method. Trade names and control measures appear in this document only to provide specific information. USDA, NRCS does not guarantee or warranty the products and control methods named, and other products may be equally effective.

Manual and Mechanical Control

Hand removal of trees is limited to trees usually less than three feet tall or to small areas. Sawing down large trees will help to remove seed sources. However, fruit should be removed from fallen trees in order to reduce the number of seeds present at the site. In order to prevent resprouting, stumps will require herbicide treatment. Heavy equipment can be effectively used to control tallow trees on canal banks and in areas where soil disturbance and non-selective species removal are not important considerations. Stumps remaining following such treatment will require herbicide application to prevent re-growth from cut surfaces.

Environmental/Cultural Control

In certain situations, altering the environment, such as raising or lowering the water levels, can cause sufficient stress to kill the plants (Jubinsky & Anderson 1996). Fire is another possible control means in appropriate habitats. Fire can have various effects on tallow trees: (1) complete kill, preliminary data suggest that this is unlikely; (2) top kill where the aerial portions of the trees are killed but re-sprouting occurs from the base, and (3) incomplete top-kill where the crown can re-sprout after fire. Preliminary data on the use of fire to control tallow trees in wet, coastal prairie appear to be limited. Only 17% of tree dominated plots burned compared to drier sites where 71% of the trees were exposed to fire. In areas with sufficient fuel, such as in prairies with good grass cover, summer burns killed or top killed trees as tall as three meters. However, control of trees growing in wet sites where fuels were poor was much less effective. Additional experimental work is being done on the effect of fire on tallow trees (Grace 1997).

Chemical Control

When considering chemical control, local laws affecting herbicide use must be observed, and care must be taken to avoid damage to non-target species. The various methods for applying herbicide to woody vegetation include basal bark, foliar, frill, or girdle treatments (Jubinsky & Anderson 1996). Basal bark treatment reportedly is the most effective for tallow trees (Jubinsky & Anderson 1996; Randall & Marinelli 1996). Several organizations including the Florida Department of Environmental Protection, the Florida Exotic Pest Plant Council, Florida Native Plant Society, Florida Nature Conservancy, and the Texas Nature Conservancy, have adopted this method of treatment (Jubinsky & Anderson 1996).

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Effective treatment consists of spraying a band at least six inches wide around the lowest 12 to 24 inches of the trunks with a triclopyr herbicide (Garlon ® 4; DowElanco trademark) at a concentration of about 15%. Concentrations up to 20% might be required for larger trees. A spray adjuvant formulated to mix with oil-soluble herbicides, such as JLB OIL PLUS or vegetable oil products are effective diluents (Kline & Duquesnel 1996; (13); Jubinsky & Anderson 1996). Pathfinder®II and Chopper® herbicides (DowElanco trademarks) are ready-to-apply basal-bark products. Such treatment can be done at any time of the year. Complete control of foliage, stems, and roots is possible with this method (Kline & Duquesnel 1996).

For cut surface treatment, excellent results are reported with a 50% solution of Garlon 3A or with a 10% solution of imazapyr herbicide (Arsenal®, American Cyanamid trademark). The latter is a soil-active herbicide that requires careful use when applied near desirable plants or trees (Kline & Duquesnel 1996). A colorant is often added to the herbicide mix to aid in treatment monitoring, especially if done on a contractual basis. Examples of suitable dyes for this purpose include Blazon Blue Spray Pattern Indicator and Bullseye Spray Pattern Indicator (Kline & Duquesnel 1996).

Biological Control

Chinese tallow trees are remarkably free of insect pests and serious pathogenic organisms. This precludes the use of biological controls or integrated pest management programs. A few organisms known to associate with tallow trees include the bagworm, *Eumeta*, which feeds on the leaves. The root-knot nematode, *Meloidogyne javanica*, has been reported. Fungi known to attack this tree include *Cercospora stillingiae*, *Clitocybe tabescens*, *Dendrophthoe falcata*, *Phyllactina corylea*, *Phyllosticta stillingiae*, and *Phymatotrichum omnivorum* (Duke 1983).

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Species Coordinator
Mark Skinner
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Edited 18sep00 jsp; 060818 jsp

For more information about this and other plants, please contact your local NRCS field office or Conservation District, and visit the PLANTS Web site<http://plants.usda.gov> or the Plant Materials Program Web site <http://Plant-Materials.nrcs.usda.gov>

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Read about Civil Rights at the Natural Resources Conservation Service.

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NEPHROLEPIS CORDIFOLIA (L.) PRESL

Dryopteridaceae/Wood Fern Family

Common Names: Erect sword fern, tuber sword fern, fish-bone fern, ladder fern, Boston fern

Synonymy: *Polypodium cordifolium* L., *Aspidium cordifolium* (L.) Swartz [also sometimes placed in Nephrolepidaceae, ladder fern family, or Davalliaceae, sword fern family]

Origin: Tropics, perhaps pantropical

Botanical Description: Epiphytic, epilithic (on rock), or terrestrial in habit. Rhizomes suberect, with spreading, orange-brown to pale brown linear scales, these with hairlike tips; wiry, straw colored, scaly stolons usually present in great numbers, often producing small, scaly underground tubers. Leaves (fronds) once pinnate, fertile and sterile fronds similar in shape and size, to 1 m (3 ft) long and 7 cm (2.8 in) wide; petioles to 20 cm (8 in) long, with spreading, pale-brown scales; leaflets (pinnae) many, 40-100 on each side of rachis (main stalk of frond); each leaflet (pinna) oblong-lanceolate with a deltoid lobe (auricle) on upper side of blade base that usually overlaps rachis; leaflet margins entire to slightly toothed; leaflet midvein glabrous above; rachis with two-toned (bicolored) scales above, pale brown with distinctly darker point of attachment. Sori numerous at ends of veinlets between leaflet midvein and margin, with kidney-shaped indusia (tissue covering the sporangia).

NOTE: May be confused with native *N. exaltata* (L.) Schott, which never bears tubers, has one-color rachis scales (sometimes obscurely bicolored), and has leaflet tips more sharply pointed than those of *N. cordifolia* (Coile 1996a). Other *Nephrolepis* species in Florida also with pointed leaflet tips and without the bicolored rachis scales of *N. cordifolia*.

KAL



Scaly tubers

KAL



Scaly rachis

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

ERECT SWORD FERN

Ecological Significance: Occurs most densely in partial or full shade of hammocks, as far north as Florida Panhandle (Clewell 1985). Also noted as naturalized in Georgia (Duncan and Kartesz 1981). Can spread aggressively in the landscape, tending to form dense stands that displace native ground cover (K. A. Langeland, University of Florida, personal observations). Said to thrive in common or even poor conditions and produce dense crowns of long, drooping leaves (Bailey and Bailey 1976). By 1981 (Nauman), noted as a widespread escapee from cultivation in central and south Florida. Reported from conservation areas of Dade, Palm Beach, Martin, Collier, and Pinellas counties, in pine rocklands, flatwoods, and marsh edges as well as in hammocks (EPPC 1996). Once thought by some writers (e.g., Wherry 1964) to be native to southernmost Florida, but many herbarium specimens of *N. exaltata* previously misidentified as *N. cordifolia* (Nauman 1981). *N. cordifolia* also not described for Florida in earlier works (e.g., Small 1918a, 1918b), and presently distributed in the state without conformity to natural boundaries such as the frost line (Nauman 1981). Natural populations in Old World found in areas as remote as northwest Himalayas (Gaur and Painuli 1993). Origin in New or Old World tropics still considered uncertain (Nauman 1993b).

Distribution: Most abundantly naturalized in peninsular Florida, from Gainesville south (Nauman 1981). Documented by herbarium specimens from 23 counties: Escambia, Leon, and Duval in north Florida, and on both coasts and in the interior from Citrus, Marion, and Volusia south to Dade and Collier (Wunderlin *et al.* 1995).

Life History: Fertile all year (Wunderlin 1982). Spread by natural dispersal of spores and by accidental movement of stolons, tubers, and rhizomes, particularly by dumping of yard refuse. Tuber production apparently limited to plants growing in humus (Nauman 1981). Fronds of plants north of the frost line overwintering in protected areas or dying back—the rhizomes, stolons, or tubers producing new fronds in spring.



Habit

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX F

Water and Sewer Utility Provider Letters

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING AND ENGINEERING DIVISION
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461-7788
Telephone: (352) 527-7650 Fax: (352) 527-7644
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us
E-mail Address: WaterResources@bocc.citrus.fl.us

09/15/2021

Mr. Chuck A. Pigeon, P.E. – Project Manager
PIGEON-ARDURRA, LLC
925 SE 17th St., Suite A
Ocala, FL 34471
cpigeon@ardurra.com

RE: Water Service Capacity and Availability for the Proposed Crystal Ridge Single Family Residential Development, Phases 1, 2A,2B,3, and 4

Dear Mr. Pigeon:

I response to your August 24, 2021 inquiry regarding the above development, Citrus County Utilities currently has potable water capacity to serve the above referenced development as described in your letter.

The public water system serving this vicinity is the Charles A. Black Water System (Public Water System ID. No. 609-4948), having a current FDEP permitted capacity of 14.544 million gallons per maximum day and current maximum day flows of approximately 8.871 million gallons per day. The County currently in the process of renewing the water use permit for this system and will be requesting additional capacity to keep pace with growth, such as this proposed development, in this water service area.

With respect to to the County's water distribution system, the County has a relatively robust system of 12", 16", and 18" piping in, around, bisecting the described development.

Please let us know if this information is not responsive to your request.

CITRUS COUNTY DEPT. OF WATER RESOURCES

Layne C. Cady, P.E.
Senior Engineer

Attachment: Applicant Submittal (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

August 26, 2021

Pigeon – Ardurra, LLC
925 SE 17th Street, Suite A
Ocala, Fl 34471

Re: Solid Waste Availability & Landfill Capacity for Crystal Ridge, a new Single Family Residential Development

Crystal Ridge Phases 1-4
Project No. 21-501.05
Parcel ID / Alt Key: 18E19S06 41000 / 1504465
18E19S06 31000 / 1504422
17E19S01 10000 / 3430790

Dear Mr. Pigeon,

This letter is in response to your request on August 24, 2021, for a determination of whether sufficient landfill capacity exists for the above referenced Alternate Key Numbers.

The Citrus County Central Landfill has sufficient capacity to accommodate this project.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Henry C. Norris, Jr.
Citrus County Solid Waste Management Director

HCN:jly

Henry C. Norris, Jr. Director
Citrus County Division of Solid Waste Management
PO Box 340
Lecanto, FL 34460
Telephone: (352) 527-7670 Fax: (352) 527-7672
Henry.Norris@citrusbocc.com

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END OF SUPPORTING INFORMATION DOCUMENT

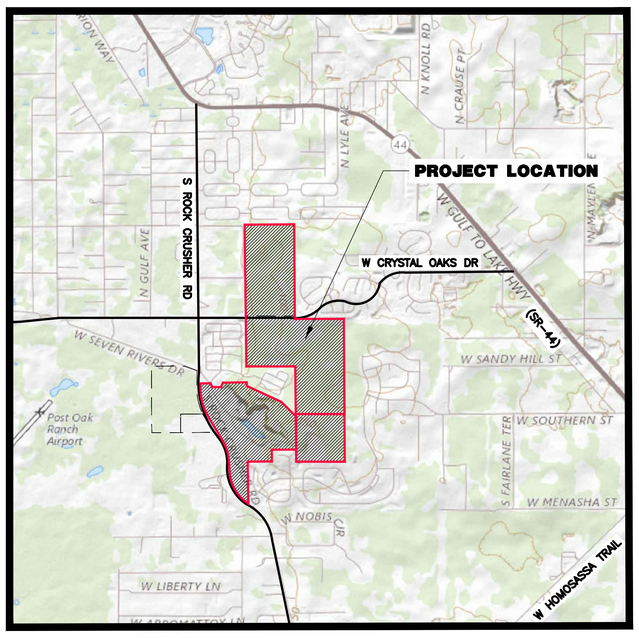
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Plotted: 2/14/2022 11:29:34 AM : Chuck Pigeon

T:\501 Crystal Ridge\05 PD Zoning_Dwg\PUD MASTER PLAN FOR CRYSTAL RIDGE(REV2).dwg, Copyright 2022, Pigeon-Ardurra, LLC - All Rights Reserved



SCALE: 1 INCH = 2000 FT.

LOCATION MAP

OWNER/APPLICANT:
CRYSTAL RIDGE PROPERTY GROUP, LLC
C/O JAMES DICKS
DIX DEVELOPMENTS
103 COMMERCE ST.
SUITE #140
LAKE MARY, FL 32746
Ph: 407-542-6120

PLANNING/ENGINEERING:
PIGEON-ARDURRA, LLC
CHUCK A. PIGEON, P.E.
925 SE 17TH STREET
SUITE A
OCALA, FL 34471
Ph: 352-861-7799

LEGEND

- SF — SINGLE FAMILY LOTS
- OPEN SPACE & UNDEVELOPED AREA
- LANDSCAPE AND BUFFER AREA
- CF — COMMUNITY FACILITY SITES
- QUARRY/CANYON OPEN SPACE AREA
- QUARRY LAKE / OPEN SPACE AREA
- STORM WATER MANAGEMENT AREA / OPEN SPACE
- COMMUNITY SIGNAGE
- PHASE LINES
- EA — EMERGENCY ACCESS POINT
- PEDESTRIAN SIDEWALK
- EXISTING BUFFER
- COMMUNITY/NEIGHBORHOOD ENTRANCE / ACCESS POINT
- COMMUNITY TRAILS

N W E S

Graphic Scale
1" = 200'

SCALE:
1"=200' (AT 36" X 48" PRINT)
N.T.S. (AT 11" X 17" PRINT)

DEVELOPMENT PHASE	LOT COUNT *
PHASE 1	232 LOTS
PHASE 2A	168 LOTS
PHASE 2B	329 LOTS
PHASE 3	160 LOTS
PHASE 4	68 LOTS
TOTAL ALL PHASES	957 LOTS

* TOTAL LOT COUNT PER PHASE AND TOTAL DEVELOPMENT MAY INCREASE AS MUCH AS 3% WITHOUT THE REQUIREMENT OF A MINOR MODIFICATION OF THIS PUD. MAXIMUM TOTAL LOT COUNT 985.

DIMENSIONAL STANDARDS	SF LOTS
MINIMUM LOT WIDTH (1)	50 FT.
MINIMUM FRONT SETBACK (2)	20 FT.
SIDE TO SIDE BLDG SEPARATION (MINIMUM)	10 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM SIDE YARD SETBACK	5 FT.

(1) MEASURED AT THE ACTUAL BUILDING LINE TO ALLOW FOR CUL-DE-SAC OR CURVILINEAR ROAD FRONTAGE
(2) MEASURED FROM THE RIGHT-OF-WAY / 15 FT. FOR SIDE YARD AT CORNER LOTS.

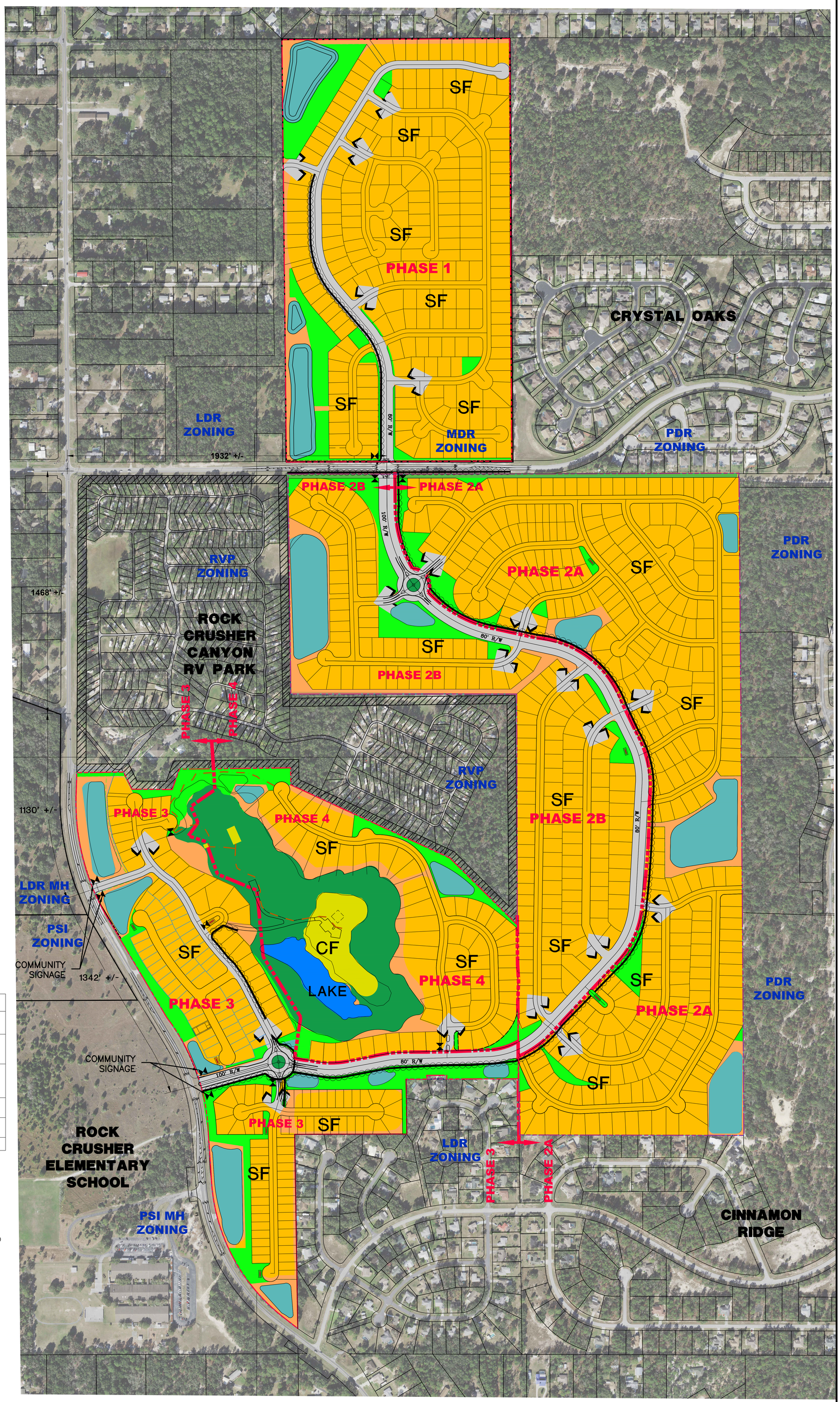
DEVELOPMENT DATA SUMMARY

SITE DATA	# OF UNITS	ACREAGE	% OF PROJECT AREA
RESIDENTIAL DEVELOPMENT AREAS	957	280Ac. M.O.L.	79 %
COMMUNITY FACILITIES, RECREATION AND OPEN SPACE (3)		3.5 Ac. and 70.99Ac. M.O.L	21 %
TOTAL SITE AREA		354.49Ac. M.O.L.	100 %
TOTAL DWELLING UNITS	957		
GROSS DENISTY	2.71 DU/Acre		

(3) OPEN SPACE AREA CALCULATION INCLUDES DRAINAGE RETENTION AREAS.

LOT SIZE:
1. MINIMUM LOT SIZE 50' X 100' (5,000 SF)
2. LOT COVERAGE (ISR) = 65% MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE. COMPUTED CUMULATIVELY ON THE OVERALL PLATTED LOT AREA, AND NOT ON AN INDIVIDUAL BASIS. OVERALL ISR FOR ENTIRE DEVELOPMENT NOT TO EXCEED 50%.

GENERAL NOTES:
1. ALL STREETS WILL HAVE TWO-WAY TRAFFIC FLOW, MEDIAN ENTRANCES, AND ROUND-A-BOUT, TYPICALLY WILL HAVE LANDSCAPED SEPARATOR(S) WITH ONE-WAY TRAFFIC FLOW.
2. IDENTIFICATION AND DIRECTIONAL SIGNS WILL BE LOCATED AT THE COMMUNITY ENTRANCES AND OTHER LOCATIONS WITHIN THE DEVELOPMENT AS GENERALLY INDICATED ON THIS PLAN.
3. DECORATIVE WOOD FENCING, BERMING, AND WALLS MAY BE INSTALLED AROUND AND WITHIN THE SITE AND IN RECREATION AREAS IN KEEPING WITH THE DEVELOPMENT ESTATE CHARACTER.
4. ACCESSORY BUILDINGS AND POOLS WITH ENCLOSURES MAY BE AS CLOSE AS FIVE (5) FEET TO THE REAR LOT LINE.
5. LOT WIDTHS AT FRONT BUILDING SETBACK LINES WITH TIGHT CURVES OR CUL-DE-SACS MAY BE REDUCED TO 75% OF THE REQUIRED LOT WIDTH. THE MINIMUM SIDE YARD SETBACKS (OR BUILDING SEPARATION) AND THE MINIMUM FRONT SETBACK REQUIREMENTS SHALL BE MAINTAINED.
6. CORNER LOTS SHALL HAVE A MINIMUM SIDE YARD OF 15 FEET OFF THE SIDE RIGHT-OF-WAY. FRONT YARD MINIMUM SHALL BE 20 FEET.
7. ALL LOTS/TRACTS IN THIS DEVELOPMENT SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
8. A MINIMUM 50 FOOT WIDE RIGHT OF WAY WILL BE PROVIDED FOR ALL ROADS WITHIN THE DEVELOPMENT AND HAVE AT LEAST A MINIMUM OF 10 FOOT WIDTH FOR EACH TRAVEL LANE.



File No.	Pigeon-Ardurra, LLC	SCALE: 1" = 100'
501.05.001	CIVIL ENGINEERS · PLANNERS SURVEYORS & MAPPERS	DATE: 06-28-2021
Job No.	925 S.E. 17th Street Suite A Ocala, Florida34471 (352) 861-7799 voice (352) 861-7709 fax	CHECKED: CAP
501.05	an Ardurra Group, Inc. Company	DRAWN: ME
		FIELD BOOK: -----
		PAGE: -----
		DATUM: SPC.FLW
		FILE NO.: 501.05.001
		JOB NO.: 501.05
		SHEET:

PLAN REVISION DATE: FEBRUARY 09, 2022

PREPARED FOR
DIX DEVELOPMENTS, LLC
CITRUS COUNTY, FLORIDA

SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

PUD MASTER PLAN
CRYSTAL RIDGE

FIGURE 4.0

PUD MASTER PLAN
CRYSTAL RIDGE

Attachment: PUD MASTER PLAN FOR CRYSTAL RIDGE(REV2) (20270 : 5.01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

DIX DEVELOPMENTS

Developing projects that fill
the needs of Florida communities...

Crystal Ridge

CITRUS COUNTY, FLORIDA

What We Do:
DIX Developments distinguishes itself by actively transforming properties into high-yielding real estate developments, and central Florida communities

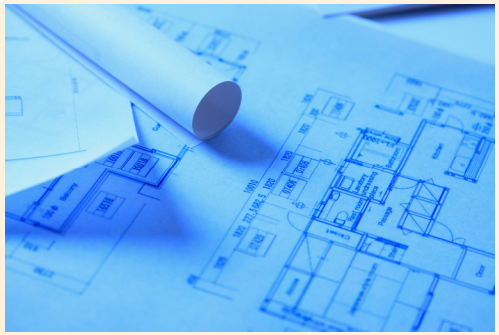
Discover

- DIX Development uses both traditional and data-driven approaches in market and land analysis to determine prime locations within the Florida market and surrounding suburbs for new developments.



Design

- Utilize the best in class architects and engineers to create efficient projects with market analysis to provide class a projects that meet the needs of both the consumers and financiers to create financially successful projects.

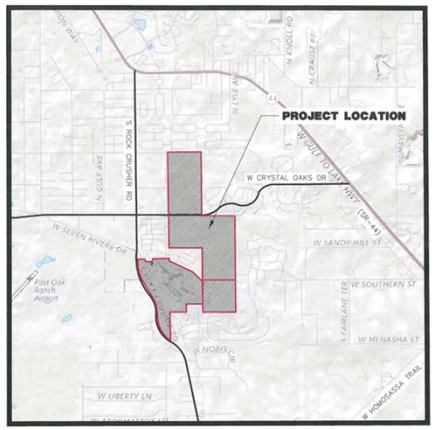


Develop

- DIX Developments project managers and construction directors guide each project from permitting and entitlement, through to certificate of occupancy utilizing best in class consultants in specialty areas as needed to create best in class projects.



Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for



LOCATION MAP

Legend

PROJECT BOUNDARY

CRYSTAL OAKS

CINNAMON RIDGE

Crystal Ridge

Rock Crusher campground

Vitality Hair & Nail Salon

Rock Crusher Canyon RV Park

Rock Crusher Pavilion

CINNAMON RIDGE

Rock Crusher Elementary School

1000 ft

N

- ✓ 354 Acres
- ✓ Former Rock Crusher Quarry, GTE Satellite Station, and Rock Crusher Canyon Pavilion
- ✓ Terrain includes Sandhill Ridge and transition to coastal flat lands.
- ✓ Cleared and Wooded Areas, & Quarry Lake
- ✓ Major Collector Road Access

Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for





The Property Today





Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

The Existing Facilities



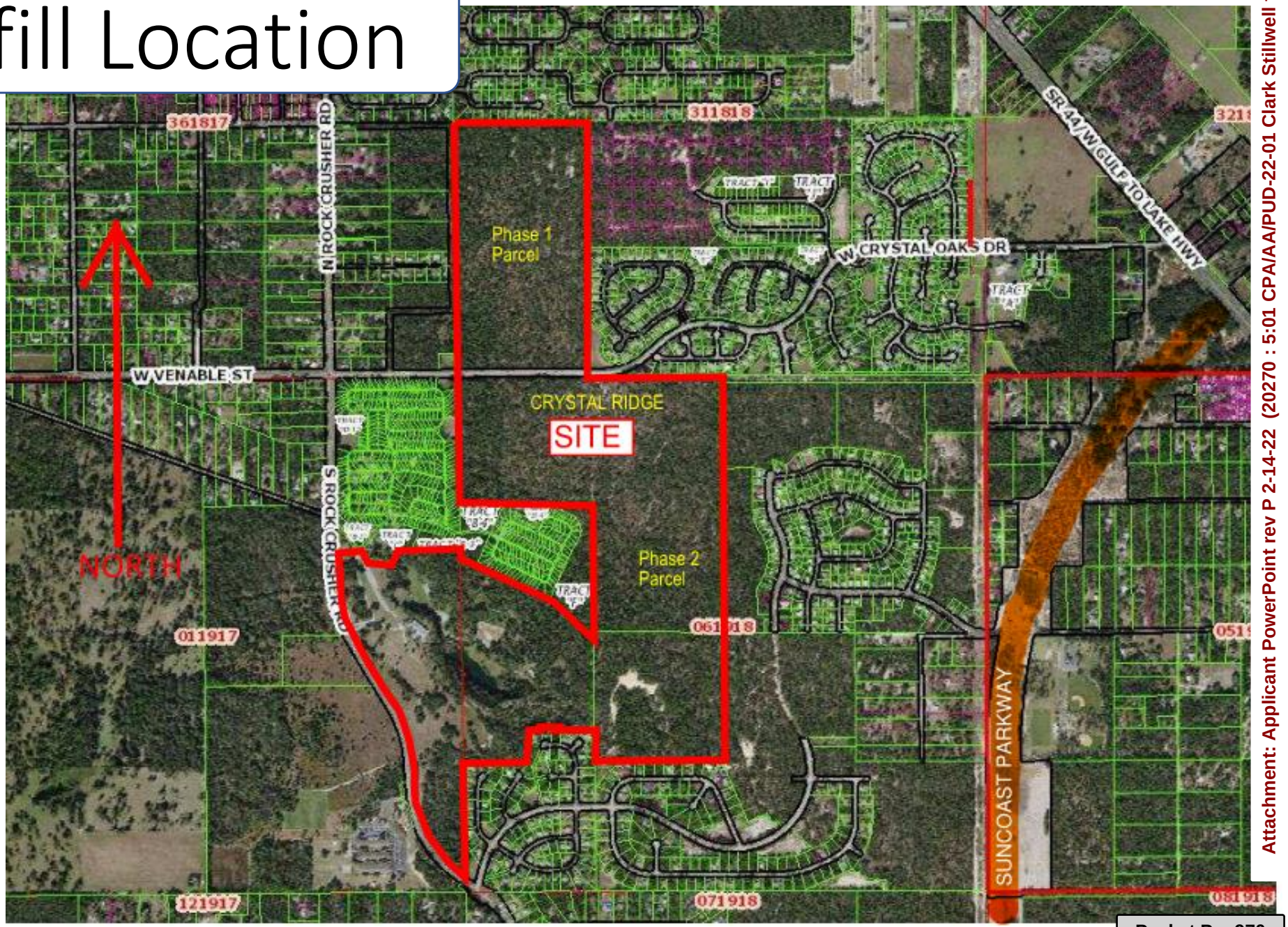
Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for



Undeveloped Property

Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

A Regional Infill Location

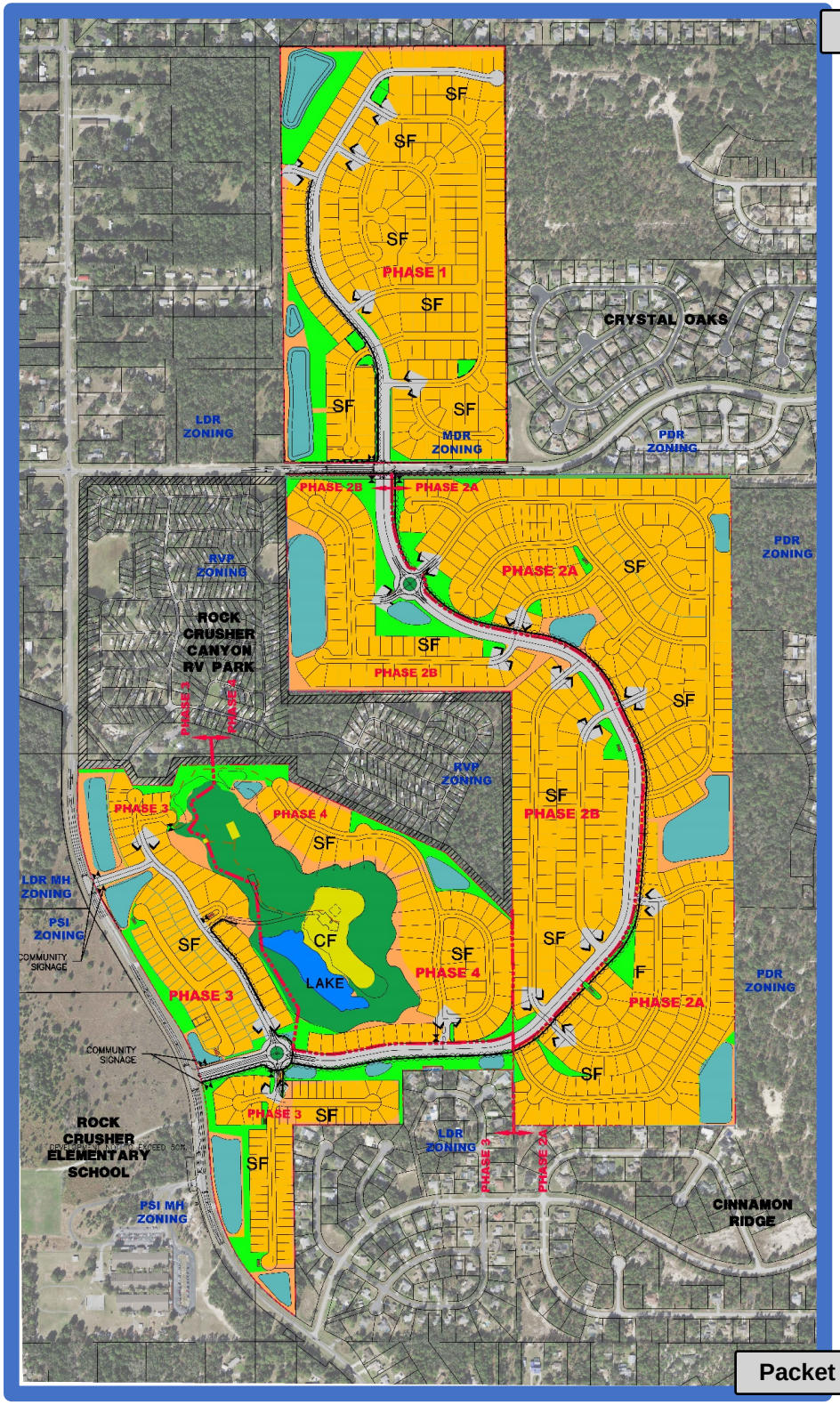


Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

The PLANNED RESIDENTIAL DEVELOPMENT

RESIDENTIAL COMMUNITY

- Maximum 985 LOTS (957 +3%)
- 5,500 SF LOTS To over 1/2 Ac.
- Community Facilities
- Natural and Open Space Areas
- Utilities
- Stormwater Management
- Internal Roadway Network
- 4 Phases of Development



Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

OCTOBER 2021

CRYSTAL RIDGE

RESIDENTIAL SITE

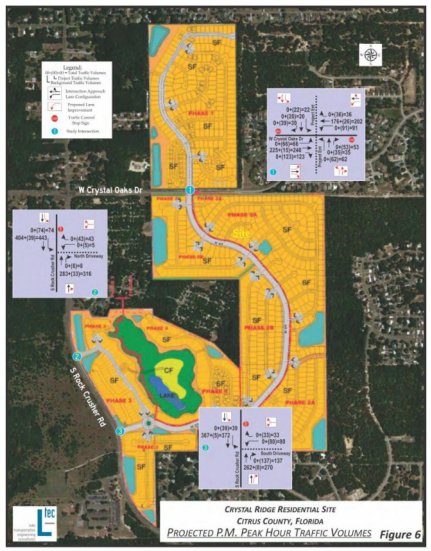
CITRUS COUNTY, FLORIDA

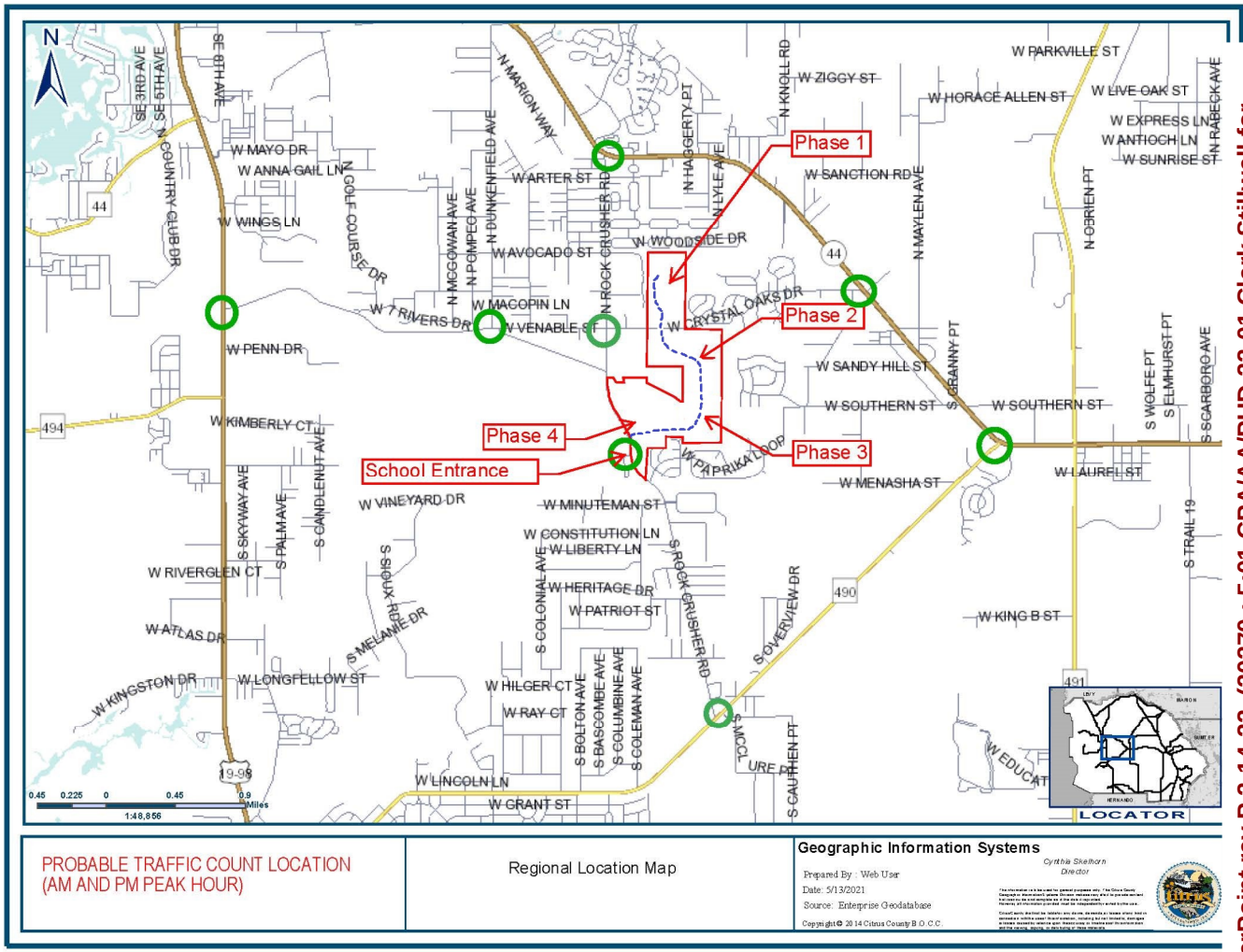
TRAFFIC OPERATIONS STUDY

luke transportation engineering consultants

transportation engineering + planning

LTEC No 21-2702





TRAFFIC OPERATIONS STUDY

Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

The COMMUNITY AMENITIES AND OPEN SPACE





Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

COMMUNITY AMENITIES

ROCK CRUSHER COMMUNITY PARK AND RECREATION

- ✓ COMMUNITY BUILDING (MEETING & EVENT ROOM, LIBRARY, KITCHENETTE, CARD AND GAME ROOM, BATH HOUSE FACILITIES, SWIMMING POOL FACILITIES)

- ✓ LAKE DOCK
- ✓ LAKE SWIMMING
- ✓ NON-MOTORIZED BOATS, PADDLE BOARDS & KAYAKS
- ✓ TRAILS AND NATURE PATHS
- ✓ PAVILIAN AND PICNIC HUTS
- ✓ BOARDWALKS

- ✓ PICKLE BALL COURTS
- ✓ HORSE SHOES

- ✓ POCKET PARKS
- ✓ OBSERVATION PARKBENCH AREAS
- ✓ MULTI-USE SIDEWALKS







Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

OPEN SPACE AREAS



- ROCK CRUSHER CANYON OPEN SPACE (APPROX. 26 ACRES)
- POCKET PARK and DRA OPEN SPACE
- BUFFER OPEN SPACE AREAS
- COMMUNITY GREEN SPACE AREAS

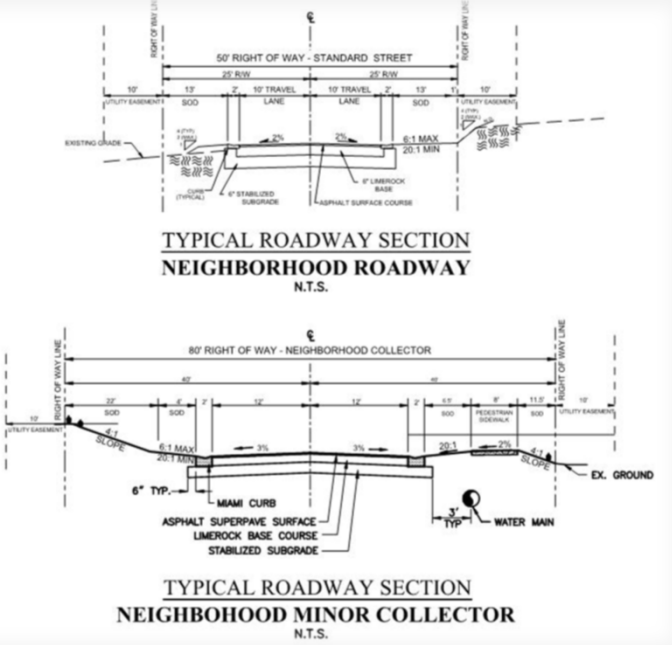
COMMITMENT TO 20% OPEN SPACE

(Approximately 70 Acres)

Including Drainage Retention Areas

Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

INFRASTRUCTURE





UTILITIES

- DRINKING WATER & FIRE PROTECTION
- SANITARY SEWER
- UNDERGROUND POWER SERVICE
- SOLID WASTE
- FIBER/INTERNET

VEHICLE AND PEDESTRIAN FACILITIES

- COLLECTOR ROADWAYS
- NEIGHBORHOOD STREETS
- ROUNDABOUT TRAFFIC CALMING
- 8’ WIDE MULTI-USE SIDEWALK (SHARED USE PATH (PEDESTRIAN / BICYCLE)
- INTERSECTIONS AND TURNLANES
- TRAILS AND OFF-ROAD PATHS

Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

BUFERS AND LANDSCAPING





EXISTING AND NATURAL BUFFERS

- EXISTING 50 FT. RV PARK BUFFER
- COLLECTOR ROADWAY BUFFER AREAS
- WETLAND LAKE BUFFER
- NEIGHBORHOOD BUFFERS

- FLORIDA FRENDLY LANDSCAPE PACKAGE
- LANDSCAPED ENTRANCES



Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

Attachment: Applicant PowerPoint rev P 2-14-22 (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

DIX DEVELOPMENTS

103 Commerce St STE 140
Lake Mary, FL 32746

Thank You

Presented By:

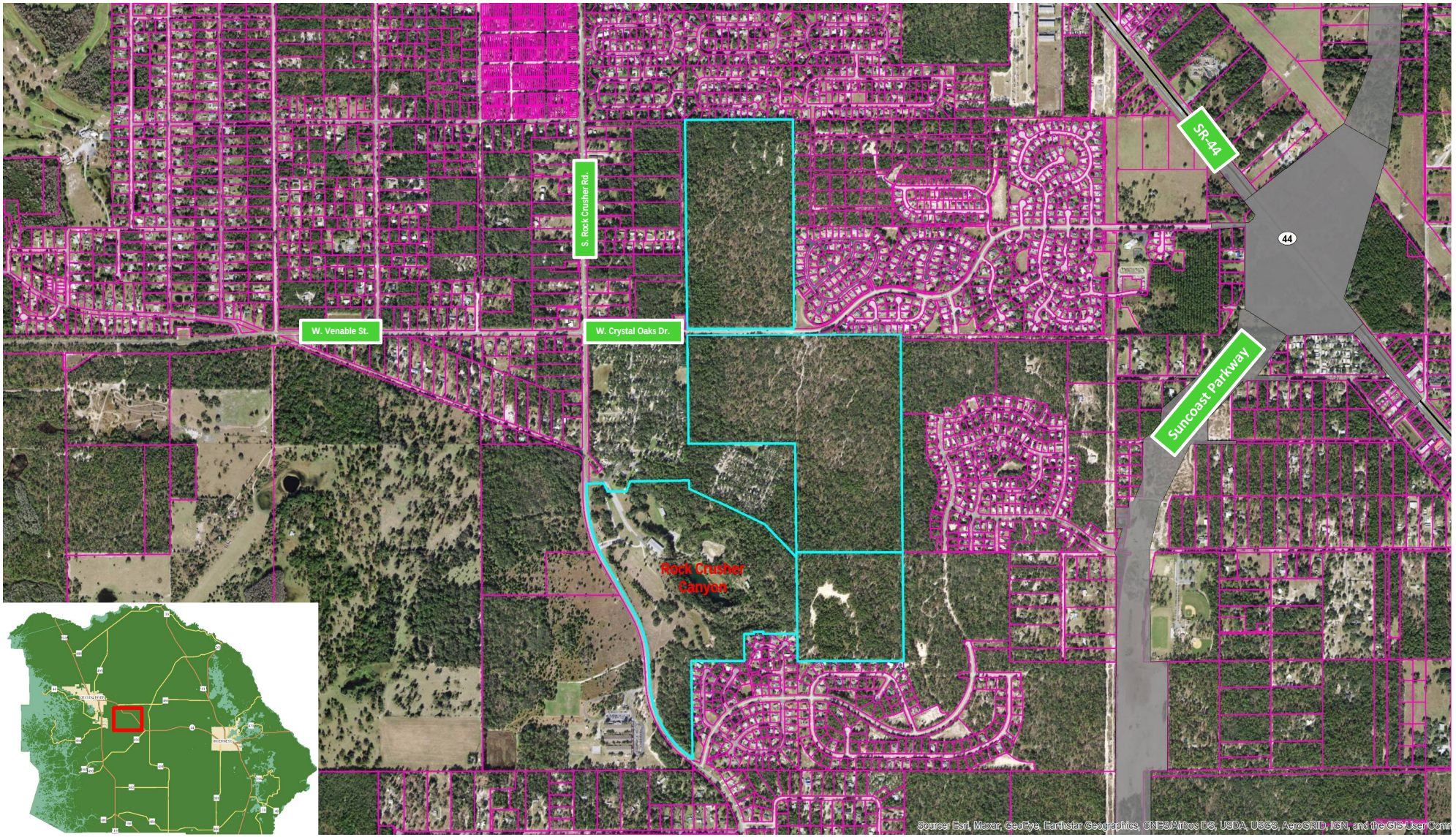
Pigeon – Ardurra, LLC
Civil Engineers – planners
Surveyors & Mappers

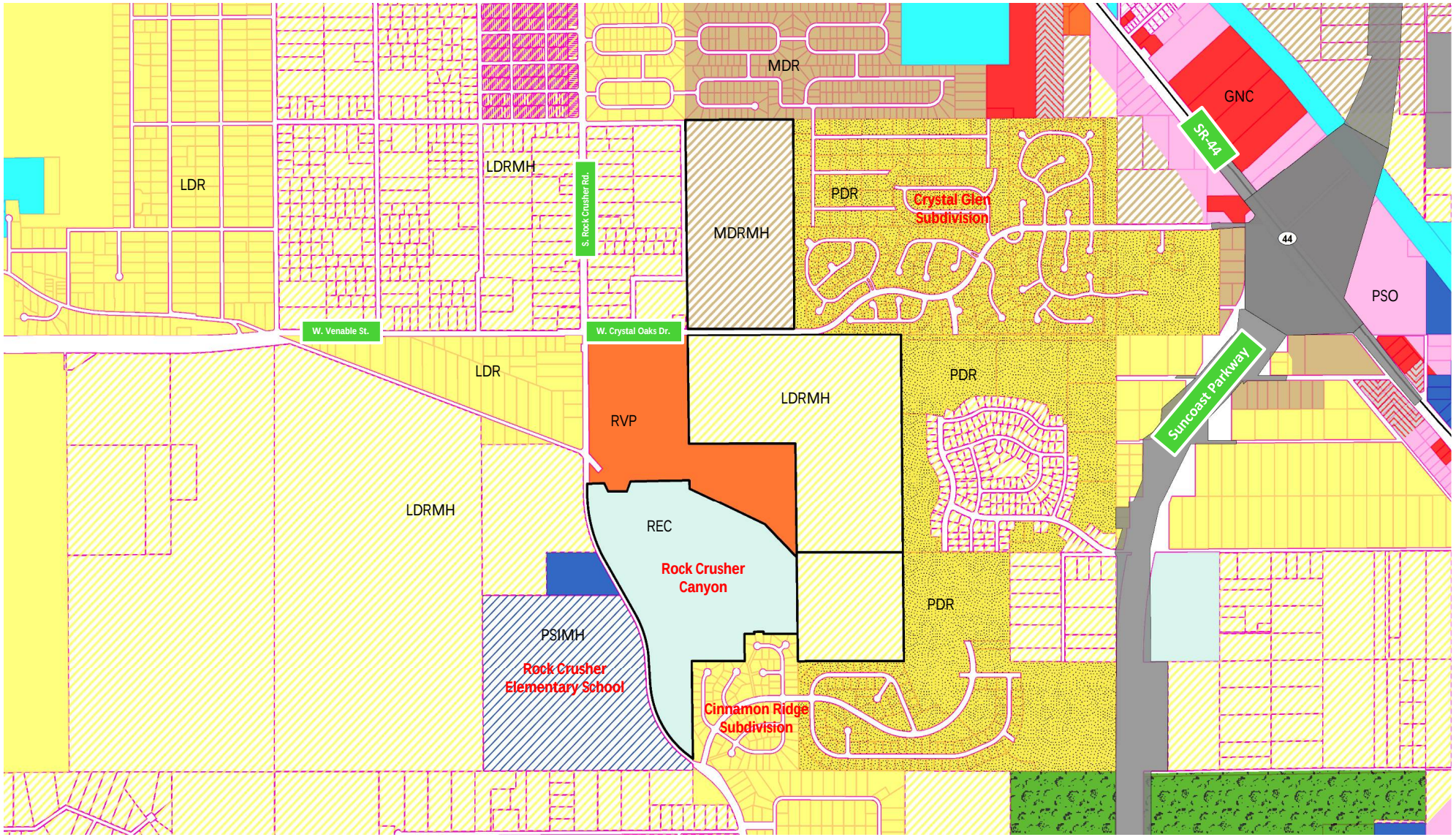
An Ardurra Group, Inc. company

CPA/AA/PUD-22-01

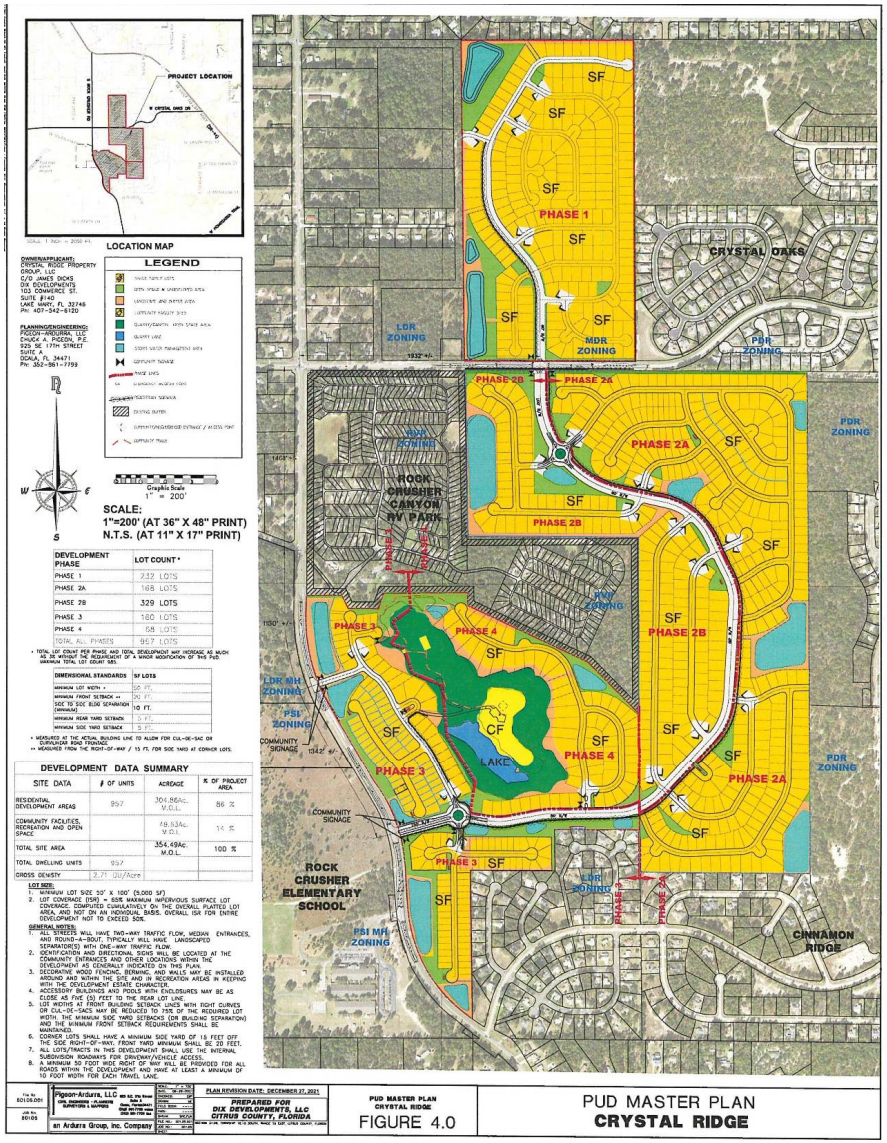
Clark A. Stillwell for Crystal Ridge Property Group, LLC

Attachment: BCC Planner PowerPoint (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge

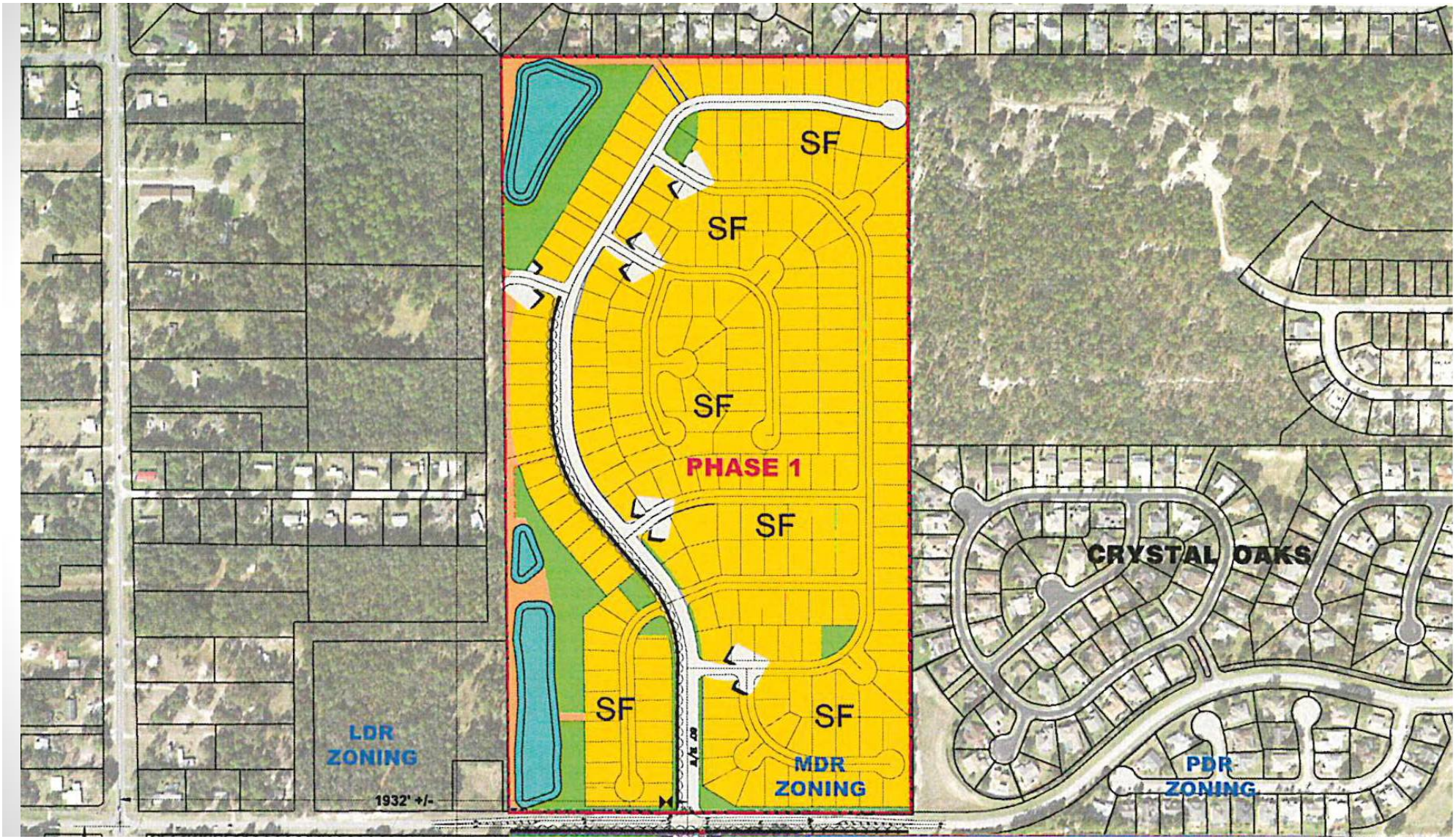

W. Venable St.
S. Rock Crusher Rd.
W. Crystal Oaks Dr.
SR-44
44
Suncoast Parkway
Rock Crusher Canyon
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Comm



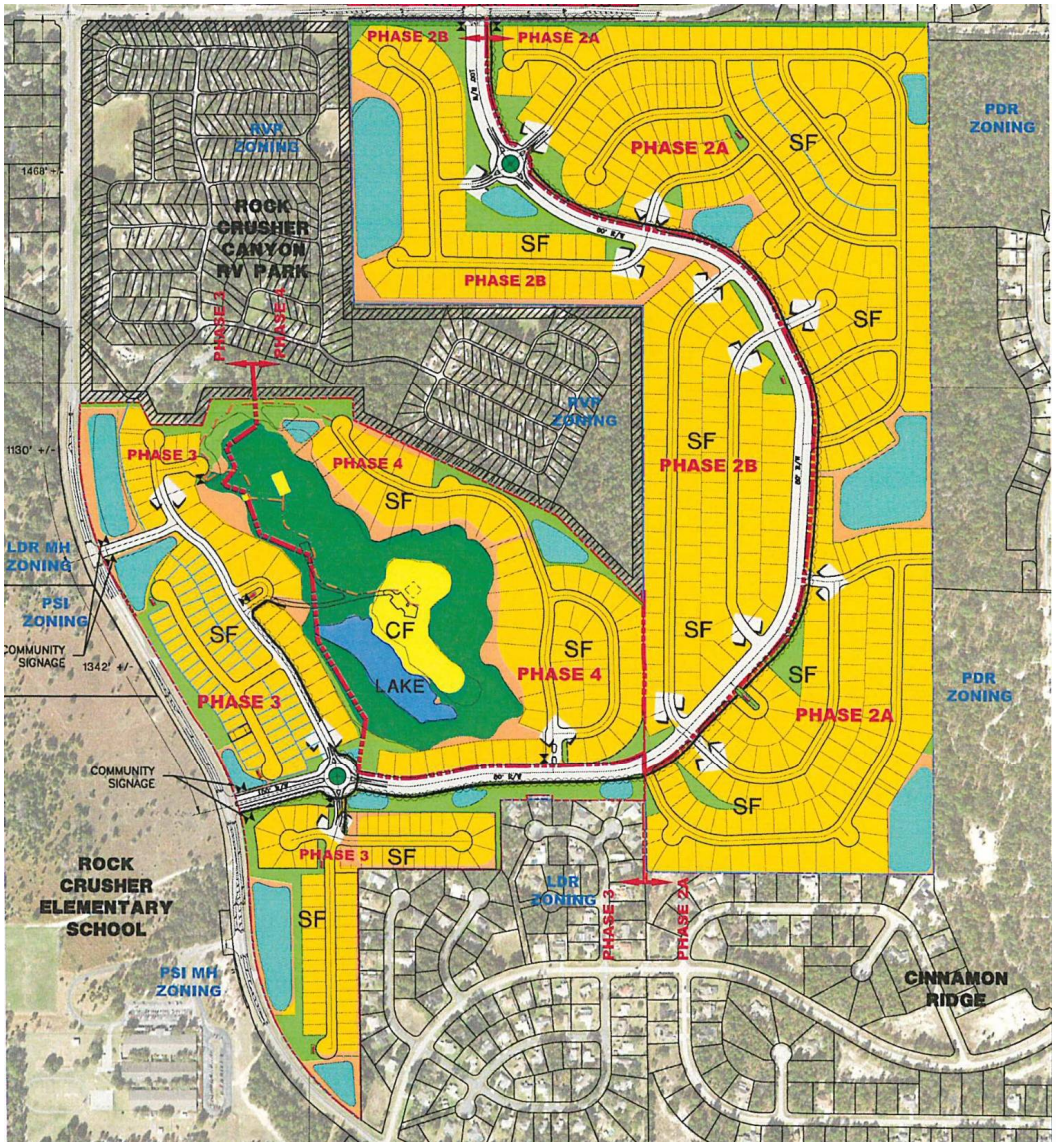
Attachment: BCC Planner PowerPoint (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge



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PM2-22-17

DEPARTMENT OF GROWTH MANAGEMENT
2022 LARGE SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA/AA/PUD-22-01
Clark Stillwell for Crystal Ridge Property Group, LLC

DATE: February 9, 2022

PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division
Joe Hochadel, Principal Planner, Land Development Division

Request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to establish a Planned Unit Development.

FUTURE LAND USE MAP REQUEST:	From: REC, Recreational District To: MDR, Medium Density Residential District
LAND DEVELOPMENT CODE ATLAS REQUEST:	From: REC, Recreational District; MDRMH, Medium Density Residential District with mobile homes allowed; and LDRMH, Low Density Residential District with mobile homes allowed To: MDR and LDR, with a Planned Unit Development for single-family residential uses
LOCATION:	Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790); and Section 6, Township 19 South, Range 18 East, Parcels 10000, 31000 and 41000 (Alternate Key 3430790, 1504422, 1504465); and Section 31, Township 18 South, Range 18 East, Parcel 33000 (Alternate Key 1494940) in the Lecanto area. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 354 acres (total PUD); land use change 108 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – RMU, Residential Mixed Use District; and LDR; Low Density Residential District East – RMU District West – LDR District; RVP District; PSI, Public/Semi-Public/institutional District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – PDR, Planned Residential Development District; LDR, Low Density Residential District East – PDR District West – LDR District; RVP District; PSI, Public/Semi-Public/Institutional District

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SURROUNDING EXISTING LAND USES:	North – Vacant and improved single-family residential lots; Rock Crusher Canyon RV Park South – Vacant and improved residential lots (Cinnamon Ridge area) East – Vacant and improved residential lots (Crystal Oaks area) West – Vacant and improved residential lots; S. Rock Crusher Road

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Udorthents, 0 to 5 percent slopes; Pits; and Tavares-Adamsville. Those areas outside of the Pits and Pit-adjacent areas (Udorthents) have only slight limitations to building development. The subject property is located primarily in Flood Zone X, with some A and AE flood zone areas, as found on the Flood Insurance Rate Map 12017C0306E.

BACKGROUND – The majority of the site is currently vacant and wooded, although there are some nonresidential buildings associated with the previous use for Rock Crusher Canyon. The site wraps around the existing Rock Crusher Canyon RV Park and extends from the Cinnamon Ridge residential area across W. Crystal Oaks Drive north to abut a portion of the Crystal Oaks residential area.

The applicant has proposed 957 single-family residential homesites, to be constructed in four phases of development. While much of the site already contains a residential designation, the REC designation on the Rock Crusher Canyon attraction area would be removed and revised to also allow residential development of the area. The applicant has designed the proposed Master Plan to utilize the existing mining pit areas for community facilities and recreation, as further outlined below.

SUMMARY OF AGENCY COMMENTS: This application is a large-scale CPA, and therefore would be transmitted to State agencies for comment.

SUMMARY OF PUBLIC COMMENTS: Public comments received as of this writing are included in the packet of information for this application.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The site would be served by County sewer, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
b) Potable Water – The site would be served by County water service, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
c) Solid Waste – The property will utilize solid waste collection with disposal in the Citrus County landfill, and a letter has been provided indicating available capacity.
d) Drainage – The applicant has provided a statement confirming that stormwater standards for Citrus County and the Southwest Florida Water Management District (SWFWMD) will be met.

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Consistency with Comprehensive Plan – The applicant has indicated multiple Policies are in support of their application, including the following:

Policy 17.2.5 *New development locating in the PSA shall be allowed only when central water and sewer are provided. For new residential land uses, this shall apply to developments of four units or greater per acre. Existing development must connect to central water and sewer systems when the services become available. Within the Planned Service Area, all new subdivision plats of 500 or more dwellings shall be required to connect to regional central water and regional central sewer.*

Staff comment – The site lies within the Planned Service Area and would connect to regional water and regional sewer with Citrus County Utilities.

Policy 17.2.7 *The County shall guide future development to the most appropriate areas, as depicted on the GFLUM, specifically those with minimal environmental limitations and the availability of necessary services.*

Staff comment - The site appears to have minimum environmental limitations, with the exception of the existing pit areas that are proposed for use as community and recreational components. A submitted biological survey confirms the presence of protected gopher tortoises on the site which will need to be addressed at the time of platting. There do not appear to be any wetlands present, with the exception of the pond in the existing mining pit area. Regional water and sewer connections are proposed.

Policy 17.3.4 *Residential density allowances will be based on community design criteria and urban service availability. Medium and high density residential developments shall meet County established standards for public facilities, access, and suitability/capability. Central water and sewer facilities will be required for all development of four units per acre or greater…*

Staff comment – The development proposes a density of approximately 2.7 units per acre for the PUD, along with connection to central water and sewer services.

Policy 17.5.5 *All major modifications to existing Planned Developments shall be approved by the BCC through the Atlas Amendment process. This requirement shall also apply to Planned Developments approved by the Planning and Development Review Board (PDRB) or its predecessor in function.*

Staff comment – The application proposes a new Planned Unit Development (PUD), which is addressed appropriately through this application which will be considered by both the PDC and the BCC.

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Other policies that may be applicable include the following:

Policy 17.15.12 *All residential and all commercial development shall provide sidewalks and/or bikeways for convenient access to individual dwelling units, churches, schools, parks, activity centers and other facilities. Local streets serving less than 40 residential units may construct sidewalks along one side of the roadway; all other streets and roadways shall have sidewalks along both sides. Sidewalks shall be at least five feet wide if located along one side of a street and shall be at least four feet wide if located along both sides of a roadway.*

Staff comment - A 7-foot pedestrian sidewalk is proposed along one side of the collector roadway. While many of the proposed lots that front on this collector also have access to internal/local roadways, there are a number that do not have this availability. Pedestrian access should be considered along both sides of the collector roadway throughout the site, as well as to access the community facility area. Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead. The applicant has since revised the plan to add bicycle and pedestrian access to the community facilities.

Impacts on Affordable Housing – The residential units proposed are not expected to meet minimum affordable housing criteria.

Compatibility with Adjacent Land Uses – The site proposes residential land uses adjacent to other residential uses and an existing RV park. The site proposes density at approximately 2.7 units/acre, whereas the adjacent Cinnamon Ridge subdivision is about four dwelling units/acre and Crystal Oaks utilizes approximately 4.5 units/acre. The existing LDR and MDR density, currently allocated throughout most of the site, could allow up to six and eight units/acre with a PUD (two and four units/acre without a PUD).

Environmental – The site is heavily wooded with some significant slopes/pits that are not proposed for residential use. The applicant has provided a biological survey which confirms the presence of gopher tortoises. A tree preservation plan that includes an analysis of any specimen trees that may be located on the site will be required at time of improvement plans during the platting process.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 108 acres from REC to MDR on the Future Land Use Map and from REC, MDRMH and LDRMH to LDR and MDR with a Planned Unit Development (PUD) for single-family uses on the Land Development Code Atlas Map.
2. The proposed land use is consistent with the Comprehensive Plan, including the policies discussed above.
3. The site is located within the PSA and will be served by central water and sewer services.
4. The PUD provides the benefit of a Master Plan of Development that serves to mitigate against potential conflicts with existing adjacent land uses.

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC):

***Access Management/Transportation*:** The PUD has proposed four access points – two on S. Rock Crusher Road and two on W. Crystal Oaks Drive. Both of these roadways are County-maintained Major Collectors.

Within the site, the Master Plan indicates privately-maintained roadways. Several deviations have been requested (with corresponding Engineering Division comments) below:

- Modification from the distance for the intersection of Crystal Ridge Blvd. (the proposed collector roadway) and W. Crystal Oaks Drive from the intersection with S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant notes the following:

> *By Code, the distance required is 1,320 feet and the actual distance as proposed is 1900 feet. This is a function of where the property is located and also takes into account sight distance issues from an engineering perspective. Since W. Crystal Oaks Drive is considered a Major Collector, the connection of Crystal Ridge Blvd. and W. Crystal Oaks Drive is considered a full median opening since Crystal Ridge Blvd. is proposed to continue through to the southern part of the development (even though there is no median within the right-of-way). The option of not lining up the boulevard across W. Crystal Oaks Drive was discussed with staff and was not the preferred option for the County.*

Engineering comment: W. Crystal Oaks Dr. and N. Rock Crusher Rd. are major collector roadways with posted speed limits of 35 mph and 45 mph, respectively. In accordance with Table 7-1, the intersection median opening spacing for a major collector roadway would be a minimum of 1,320 feet for a full median opening and a minimum of 660 feet for a directional median opening. For a minor collector roadway, the intersection median opening spacing would be a minimum of 660 feet for a full median opening and a minimum of 330 feet for a directional median opening. The distances referenced above are for a restrictive median that would need to be installed by the developer to meet standards.

- Intersection # 1 with W. Crystal Oaks Dr. - The applicant is proposing a full median opening along W. Crystal Oaks Dr. at proposed intersection # 1 with a spacing of 1,932 feet where the minimum distance required is 1,320 feet. The spacing meets Code and the Engineering Division has no objection.
- Intersection # 2 with Rock Crusher Rd. – The application is proposing a full median opening along S. Rock Crusher Rd. at proposed intersection # 2 with a spacing of 1,130 feet where the minimum distance required is 1,320 feet. The LDC allows that a reduced connection spacing of up to a maximum of 20 percent or 1,056 feet may be approved if the applicant demonstrates that traffic safety will not be unduly impaired. The applicant has submitted a Traffic Operations Study to support the request. The Engineering Division has no objection to the spacing for intersection # 2.
- Intersection # 3 with Rock Crusher Rd. – The application is proposing a full median opening along S. Rock Crusher Rd. at proposed intersection # 3 with a spacing 1,342 feet

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

where the minimum distance required is 1,320 feet. The spacing meets Code and the Engineering Division has no objection.

- Intersections spacing for full median openings along Crystal Ridge Blvd., both north and south of W. Crystal Oaks Dr. – The proposed full median opening intersection spacing appears to meet LDC requirements.

➢ *Modification on the location of the roundabout near the entrance of the development from S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant states the following:*

> *[The distance is about] 540 feet from S. Rock Crusher Road, where LDC requires 660 feet. The roundabout function designed to operate as a non-stop (but yield) condition facility can be considered as a through street and not subject to vehicle backup or intersection turn sequencing conditions.*

- Engineering Division has no objection as this request is within the 20 percent reduction allowed by the LDC.

➢ Alternative designs for cul-de-sacs are proposed from the provisions of LDC Section 7730, Standard Cul-De-Sac. The applicant states this is "to accommodate better lot layout". The Engineering Division has no objection to the alternative cul-de-sac design.

Engineering comment - Proposed right-of-way width: The proposed right of way (ROW) width for roadways within developments would be determined based on the number of transportation trips projected to utilize each roadway. Section 7700 of the LDC contains roadway typical sections from a 50-ft wide local road to a 100-ft wide major collector road. The selection of the appropriate typical section is based on the projection of Average Daily Trips (ADT) for a proposed development. The table below summarizes the ROW widths as related to projected average daily traffic.

Right of Way Width	Average Daily Trip (ADT)	Pavement Width	Classification
60-ft or 50-ft w/ curb-n-gutter	0 to 499 ADT	10-ft wide lanes	Local
60-ft or 50-ft w/ curb-n-gutter	500 to 1,499 ADT	11-ft wide lanes	Local
80-ft	1,500 to 3,000 ADT	12-ft wide lanes	Minor Collector
100-ft	Over 3,000 ADT	12-ft wide lanes	Major Collector

The application proposes the use of three typical sections. The proposed Crystal Ridge Blvd. would be comprised of two segments; a 100-ft wide major collector ROW with curb and gutter at the project entrances and an 80-ft wide minor collector ROW with curb and gutter for the remainder of the roadway. The neighborhood roadways are proposed to be a 50-ft wide ROW with curb and gutter and 10-ft wide travel lanes. The applicant has provided traffic projections in the submittal that were reviewed against the typical section requirements listed above. Phase 1 is projected to generate 2,188 daily trips and the use of an 80-ft wide ROW would appear to be appropriate. Phases 2A, 2B, 3, and 4 would generate a total of 6,913 daily trips. If assumed that the trips are split 50/50 to the north and south, then about 3,400 trips utilize the main collector

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

roadway. There are some trips that could exit to S. Rock Crusher Rd. from intersection #2 that would further reduce the projected transportation trips using the main collector roadway. The determination of proposed right-of-way width for the neighborhood (local) roadways would be reviewed and determined at time of platting.

Engineering comment - Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.

Engineering comment - Traffic signal warrants: A signal warrant for intersections # 1 and # 3 need to be provided for review at time of permitting. In addition, the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St. will need to be analyzed and submitted at time of permitting.

Engineering comment - Appendix D – Traffic Operations Study: The study discusses "project access points/driveways" as opposed to roadways. The turn lane analysis in the study references the "FDOT Driveway Information Guide, 2008 to make determinations and recommendations. Engineering Division would consider the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (AKA the Florida Greenbook) as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection # 2.

Engineering comment – Pedestrian connection to elementary school: Sidewalk improvements along Rock Crusher Rd. are included in the Hernando-Citrus Metropolitan Planning Organization's MPO Transportation Alternatives list. Pedestrian improvements including a pedestrian crossing at intersection #2 and sidewalks along Rock Crusher Rd. are recommended.

***Impervious Surface/Stormwater*:** The Master Plan proposes a maximum impervious surface ratio of 65%, calculated project-wide instead of per lot. The LDC outlines maximum impervious surface as follows:

Zoning District	Maximum Impervious Surface
LDR	35%
MDR	50%
REC	25%
RVP	40%
Cinnamon Ridge (adjacent)	35%
Crystal Oaks (adjacent)	50%
Proposed	65% (project-wide)

As demonstrated in the above table, the request is a significant increase from existing conditions. That said, the request along with the Master Plan is not inconsistent with similar single-family residential PUDs in the County. The applicant will need to provide confirmation at the time of platting that stormwater has been designed to accommodate a project-wide impervious surface.

***Landscaping/Buffers*:** Buffers and landscaping standards were not addressed specifically in the PUD submittal and would appear to default to LDC standards. A 5' sodded strip is required between

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

residential uses as proposed and adjacent residential uses (as well as the RV park). The application notes that the RV park has an existing 50' buffer in it that would also serve to separate the uses.

Residential Density/Setbacks: The PUD proposes a total of 957 units, broken down into four phases (with a sub-phase in Phase 2). See below:

Phase	*Number of Lots*	*Density Proposed*	*Density Max w/o PUD (existing)*	*Density Max with PUD*	*Timing*
1	*232*	*2.89 du/ac*	*4.0 du/ac*	*8.0 du/ac*	*5 years*
2A	*315*	*3.15 du/ac*	*2.0 du/ac*	*6.0 du/ac*	*10 years*
2B	*181*	*2.72 du/ac*	*2.0 du/ac*	*6.0 du/ac*	*20 years*
3	*161*	*2.81 du/ac*	*n/a*	*n/a*	*10 years*
4	*68*	*1.35 du/ac*	*n/a*	*n/a*	*15 years*
TOTAL	*957*	*2.7 du/ac*			

The existing REC designation does not have a residential density standard as residential subdivisions are not an expected use in this district. Overall, the density proposed in the existing LDR and MDR areas is 2.95 du/ac, while six or eight du/acre could be allowable with a PUD.

The adjacent Cinnamon Ridge site utilizes a density of approximately 4.0 du/acre while the adjacent Crystal Oaks subdivision has a density of approximately 4.5 du/acre. As such, the proposed density appears to be compatible with the surrounding residential subdivisions.

To accommodate these additional units, the applicant has proposed 50-foot wide lots, with reduced front setbacks of 20 feet. Side and rear setbacks are proposed at 5 feet, with a minimum 10 feet building separation. These setbacks as proposed are similar with those of other residential PUDs in the County that provide central water and central sewer. However, it should be clarified that corner lots with the second front on the Major Collector roadway should not be subject to reduced second front setbacks.

Pedestrian Circulation/Sidewalks: The Comprehensive Plan notes that roadways serving more than 40 units should have sidewalks along both sides of the roadway. The applicant's narrative addresses this as follows:

> Only a small number of lots rely on driveway access and frontage onto the minor collector roadway for access as a majority of the community only have access onto the secondary neighborhood residential streets. {Reference page 51 of 246 – IV. Infrastructure, Roadways and Pedestrian Facilities].

The Master Plan indicates approximately 43 lots in Phase 1 that only have access onto this collector roadway (a pedestrian sidewalk has now been added on one side of the roadway in this area), with approximately 37 lots in Phase 2A/2B and 9 lots in Phase 4 having this sole access. As such, a pedestrian walkway on both sides of the collector roadway would be warranted, as well as access to the amenity area(s). Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead. With the new site plan, the applicant has added access to a pedestrian sidewalk from the collector roadway to the central amenity/lake area.

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Recreation/Open Space: The PUD proposes to utilize the existing Rock Crusher Canyon area, including an existing lake, for recreation use. The Master Plan proposes a community facility within this area, although specific details have not been provided.

Comprehensive Plan Policy 17.15.11 requires all new residential subdivisions to provide at least 20 percent of the project as open space. Open space is further defined in this policy to note that it cannot include constructed drainage facilities, active recreation areas or similar uses. The Master Plan notes that approximately 9% of the site is "community facilities, recreation and open space". The revised site plan delineated open/green space for a total of 14% of the site (it has previously been indicated as 9% of the site).

The PDC noted that the proposed open space on the site plan appeared to be adequate, although staff cautioned that a deviation cannot be made from policies within the Comprehensive Plan. Following that discussion, staff has prepared a possible text amendment to that policy that would allow open DRA areas to be included in the overall open space calculation (the policy currently prohibits their inclusion in that calculation). The applicant has told staff that with inclusion of the drainage areas the total open space will exceed 20% of the area. As such, a potential revision to this policy has been prepared and is attached to this staff report, if the BCC agrees with the PDC that the open space indicated on the site plan is acceptable for the project provided that drainage areas are included.

Other Considerations: The applicant has requested flexibility to allow for up to 3% of a revision within the proposed lot count in each phase without the requirement for Minor Modification approval. While staff has no concern with this proposal, it is suggested that the phasing counts may be modified as needed provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines are met. This would not allow an increase in the overall number of units but would provide some flexibility within each phase/sub-phase.

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), of the LDC. The PDC may recommend, and the BCC may approve, modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *Residential uses are proposed that are generally consistent with the LDC and Comprehensive Plan as outlined in this report.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The application proposes single-family residential uses adjacent to existing single-family residential uses and an RV park. The lots as proposed are smaller in width than some in the surrounding area although overall density is reduced.*

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

C. Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan. *The master plan does not include any specific proposals for accessory uses. Any accessory uses that are proposed in the future would be subject to standards as outlined in the LDC.*

D. Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners. *The applicant has been advised that any future uses may require an amendment to this PUD.*

E. The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan. *The land area proposed for the use meets the standards outlined within the Comprehensive Plan, as long as open space standards can be met.*

F. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

The PUD would be required to meet these standards.

G. There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use. *The land area proposed for the uses meet the standards outlined within the Comprehensive Plan, provided that open space standards can be met, and additional pedestrian access is considered.*

H. The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action. *Setbacks and density are outlined in the Master Plan, and they are consistent with other residential PUDs in the County.*

I. Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant. *The applicant has submitted a Master Plan and accompanying narrative which were reviewed for this report.*

J. A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void. *The applicant has requested a deviation from this requirement, as outlined in this report.*

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SUMMARY OF FINDINGS

It has been determined that the reviewing body (PDC), may recommend approval of the proposed Comprehensive Plan Amendment/Atlas Amendment with a Planned Unit Development. The application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided that conditions suggested by staff are adhered to.

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on January 20, 2022. The PDC recommended approval with the revised conditions of the proposed request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to establish a Planned Unit Development. The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided adherence to the revised conditions.

If this application is approved, the following conditions are suggested:

1. The development approval is limited to 957 dwelling units as well as community facilities and recreation area as generally outlined on the Master Plan and accompanying narrative date-stamped received December 29, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. The minimum dimensional requirements of this single-family development shall be as follows:

Minimum Lot Area	5,000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage	65% (Plat wide, demonstrated at platting)
(including Accessory Structures)	
Minimum Yard Requirements:	
A. Front	20 Feet
Side Front (corner lot)	10 Feet (does not include lots with second front on Major Collector roadway)
B. Sides	5 Feet
C. Rear	5 Feet
D. Building Separation	10 Feet

3. The residential lots must meet all LDC platting requirements prior to development.

4. The community facilities and recreational areas must meet non-residential design criteria in accordance with LDC requirements at time of permitting.

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

5. At the time of platting, the applicant must demonstrate provision for active recreation, and open space shall be increased to 20% of the total residential area to be developed. Open space cannot include constructed drainage facilities, active recreation areas or similar uses as outlined in Comprehensive Plan Policy 17.15.11. (***NOTE: Subject to revision of policy to allow drainage facilities)***

6. Buffers, landscaping, and tree preservation in accordance with LDC standards must be addressed at time of improvement plans during the platting process.

7. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping*™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

8. The project must meet LDC and State standards for central water and central sewer.

9. At time of platting/permitting, the applicant will need to provide the following to the satisfaction of the County Engineer:

    a. Trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC, as well as overall right-of-way widths throughout the project. (If turn lanes are required, additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances).
    b. A traffic signal warrant for intersections # 1 and # 3.
    c. An analysis of the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St.

10. Provide a pedestrian crossing at intersection #2 and sidewalks along Rock Crusher Rd. (NOTE: This comment added after PDC hearing following submittal details from applicant).

11. Phasing of the project is as follows (dates reflect years from the date of final approval of this application):

Development Phase	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years

The phasing lot counts may be individually modified as needed by the applicant provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines and total lot number standards are met.

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

12. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

13. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

JLC/JH/cb

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

If the BOCC chooses to allow the open space for this site to include drainage areas, the following Comprehensive Plan text amendment is suggested:

Policy 17.15.11 The following open space standards shall apply to all new residential development:

Outside the PSA – in order to encourage conservation design in the transitioning rural areas of the County, Planned Development shall be allowed as follows:

Maximum Residential Density

Land Use District	Use by Right Du/ac	Planned Development (50% open space required) Du/ac
RUR	1/10	1/5
AGR	1/10	1/5

Inside the PSA – specific open space standards shall be established in the LDC. The LDC shall be amended to require open space of not less than 20 percent for all new residential subdivisions located within the Planned Service Area (PSA), unless part of a Planned Unit Development approved by the BOCC.

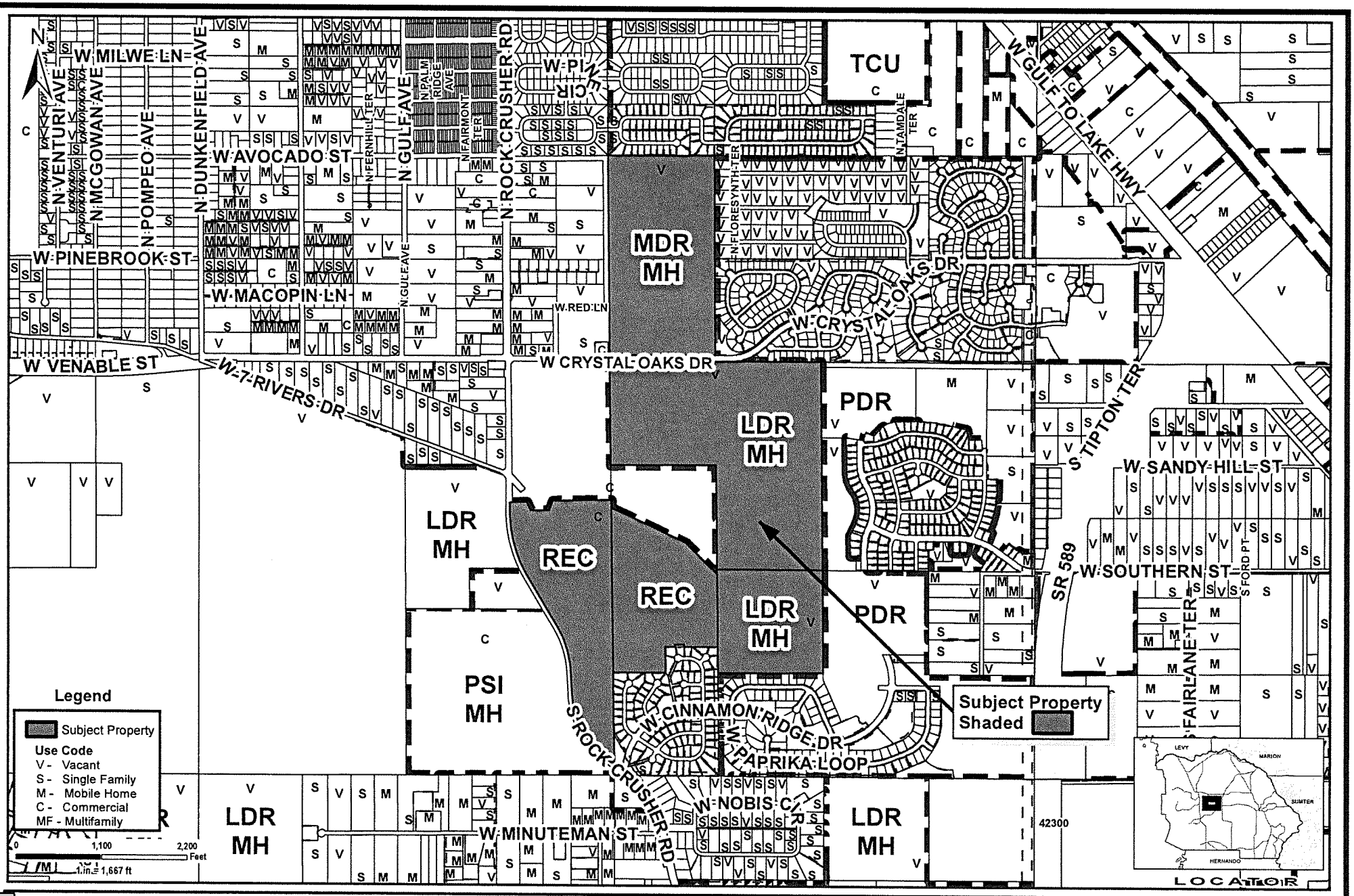
This required open space may not include ~~constructed drainage facilities, easements,~~ utilities, common maintenance facilities, storage areas, common buildings, active recreation areas, or similar uses (however, golf courses are allowed). Open space property shall be preserved through permanent conservation easements or similar legal instruments to preclude future development or further subdivision of the land, or may be considered as part of an overall Planned Unit Development (PUD) . Preserved areas shall be owned in common by all residents, a land trust, or an appropriate legal association and may be used for passive recreation, agriculture, or silviculture. Limited structures such as barns, stables, agricultural buildings, gazebos, and picnic shelters shall be allowed within the preserved areas, but storage areas and sheds, workshops, garages,

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

and similar accessory structures are prohibited. Individual potable water wells and on-site septic systems may be allowed in open space areas adjacent to homes as needed.

Wetlands, sinkholes, and other unbuildable portions of a property may account for no more than fifty percent (50%) of the required minimum open space unless these areas are contiguous to public conservation lands and are transferred into public ownership. ~~Natural areas incorporated into stormwater management systems may be included as open space; however, such areas may account for no more than fifty percent of the required open space.~~ At least fifty percent of the required minimum open space acreage must be comprised of uplands, regardless of the number of acres of wetlands preserved, except as noted with respect to public lands.

Attachment: BCC Staff Report (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



Application #: CPA/AA/PUD-22-01	Applicant: Chuck Pigeon for Gulf to Lakes Associates, LLLP
Proposal: FLUM from REC to MDR; LUAM from REC, MDR MH, & LDR MH to MDR, & LDR all with a PUD for single-family residential uses	Location: Lecanto area
Land Use Atlas: REC MH, MDR MH, & LDR MH	S-T-R - 1,6,31-19,19,18-17,18,18
	Planner Initials: CH Date: 12/9/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: November 29, 2021
Source: Enterprise Geodatabase
Map Number: WB0000738

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is posted. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612

KEVIN J. THIBAULT P.E.
SECRETARY

Attachment: FDOT Response letter (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

March 14, 2022

Mr. Joe Hochadel
Principal Planner
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461-8070

Subject: Citrus County Comprehensive Plan Amendment 22-02ESR

Dear Mr. Hochadel:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed proposed amendment (CPA/AA/PUD-22-01).

Background: Citrus County has an estimated 2020 unincorporated population of 149,383 (Bureau of Economic and Business Research). Taking in 773 square miles, existing land uses are mostly conservation, agriculture, residential and vacant. State facilities traversing the county include US 19, US 41, US 98, SR 44 and SR 200.

Proposal: This is a large-scale map amendment on approximately 108 acres from R (Recreational) land use category to MDR (Medium Density Residential) land use category to develop up to 957 dwelling units including a community facilities and recreation area. The property is located east of S. Rock Crusher Road, north and south of W. Crystal Oaks Drive and west of Suncoast Parkway (SR 589). The project will have three access connections – one along W. Crystal Oaks Drive and two along S. Rock Crusher Road.

It's estimated that the project will generate 668 A.M. peak hour trips and 911 P.M. peak hour trips. According to the traffic analysis, the adjacent roadways (West Crystal Oaks Drive and South Rock Crusher Road) are anticipated to operate at a Level-of-Service (LOS) C or better with the addition of project, at build out. Project driveways are estimated to operate at LOS A for all major streets left turn movements. The minor streets movements are projected to operate at a LOS C. However, the intersection at West Crystal Drive and project entrance PM peak hour northern approach could operate at a LOS D condition.

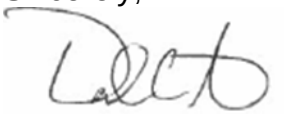
Comments: The nearest facility of state importance is West Gulf to Lake Highway (SR 44) approximately 1.40 miles north of the project entrance along W. Crystal Oaks Drive. FDOT determined proposed amendment CPA/AA/PUD-22-01 has no impact on important state transportation resources or facilities within its jurisdiction. For convenience, a location map is below.



Attachment: FDOT Response letter (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at Daniel.Santos@dot.state.fl.us or (813) 975-6429.

Sincerely,



Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Beau Scott, AICP Planning Analyst, DEO
Waddah Farah, PDA Administrator, FDOT District 7
James Meyer, Brooksville Permit Manager, FDOT District 7

Attachment: FDOT Response letter (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Joanna L. Coutu

From: Joseph C. Hochadel
Sent: Friday, April 8, 2022 5:03 PM
To: Vicki R. Austin; Elizabeth J. Hoover; Joanna L. Coutu
Subject: FW: [EXTERNAL]Citrus County 22-02ESR Proposed

Follow Up Flag: Follow up
Flag Status: Flagged

FDEP comments regarding CPA/AA/PUD-22-01.

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, April 8, 2022 4:44 PM
To: Joseph C. Hochadel <joe.hochadel@citrusbocc.com>; dcpexternalagencycomments@deo.myflorida.com
Cc: plan.review@dep.state.fl.us
Subject: [EXTERNAL]Citrus County 22-02ESR Proposed

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

To: Joe Hochadel, Principal Planner

Re: Citrus County 22-02ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

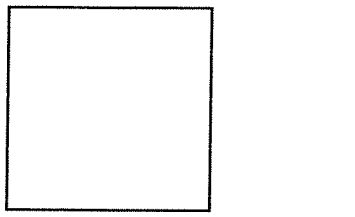
The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department offers the following technical assistance:

The Florida Springs and Aquifer Protection Act (Sections 373.801-.813, F.S.) identifies and outlines actions DEP must take to address and restore impaired Outstanding Florida Springs (OFS). The Crystal River/Kings Bay system is an impaired first magnitude OFS. The Act provides OFS special protection by prohibiting certain activities in their vicinity, especially in the area of the Priority Focus Area (PFA) if identified in the BMAP. The proposed Future Land Use Map amendment is within the springshed boundaries of the Crystal River/Kings Bay Springs BMAP and PFA (which was adopted and in effect January of 2019). Activities associated with this amendment have the potential to impact water quality; therefore, appropriate measures should be taken to minimize any potential additional nutrient loadings to the springs. These measures include the proper treatment and disposal of wastewater in accordance with BMAP requirements, stormwater, and the implementation of adequate sediment and erosion control practices to mitigate any surface water impacts.

Attachment: DEP comments (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



Attachment: DEP comments (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

April 8, 2022

The Honorable Ronald E. Kitchen, Jr.,
Chair, Citrus County
Board of County Commissioners
110 North Apopka Avenue
Inverness, Florida 34450

Dear Chair Kitchen:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for Citrus County (Amendment No. 22-02ESR) received on March 11, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Attachment: DEO comments (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Beau Scott, Planning Analyst, by telephone at (850) 717-8515 or by email at beau.scott@deo.myflorida.com.

Sincerely,

Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/bs

Enclosure(s): Procedures for Adoption

cc: Joanna Coutu, AICP, Director, Land Development Division, Citrus County
Randy Deshazo, Chief of Staff, Tampa Bay Regional Planning Council

Attachment: DEO comments (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
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Sarasota Office
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Seth Weightman
Pasco

Brian J. Armstrong, P.G.
Executive Director

April 11, 2022

Mr. Michael Sherman, AICP
Growth Management Director
3600 W. Sovereign Path, Suite 113
Lecanto, Florida 34461

Re: **Citrus 22-2ESR, CPA/AA/PUD-22-01 Clark A. Stillwell for Crystal Ridge Property Group, LLC**

Dear Mr. Sherman:

The Southwest Florida Water Management District (District) has reviewed the referenced proposed amendment to change the land use on 108 acres from Recreation (REC) to Medium Density Residential (MDR). We offer the following technical assistance comments for consideration.

Regional Water Supply

1. Concerning water supply availability, the application does not provide analyses documenting the adequacy of potable water supplies for the proposed amendment. These analyses should prove that any projected increases in water supply demand from the existing land uses to future use (due to change) are planned for. For example, in this case, the amendment should plan for increases from RES to MDR. If increases are anticipated, evidence should be included in the amendment materials how the additional demand would be met.

For additional information, see DEO's publication entitled A Guide To The Data And Analysis To Support Comprehensive Plan Amendments). A copy of the Guide is available at the following link:

http://www.floridajobs.org/community-planning-and-development/programs/technical-assistance/planning-initiatives/natural-resource-planning/water-supply-planning

2. Future development is encouraged to maximize the use of water conservation measures and reclaimed water (when available). Conservation measures available for consideration include, but are not limited to, Florida Water Star, Florida-Friendly Landscaping™ and distribution of water conservation literature to commercial tenants/owners. Additional information on these programs is available at the following links:

https://www.swfwmd.state.fl.us/conservation/florida_water_star/
https://www.swfwmd.state.fl.us/yards/
http://www.swfwmd.state.fl.us/publications/search.php?subject=conservation

Floodplain and Flood Prone Areas

3. No comment.

Wetlands and Other Surface Water

4. No comment.

Attachment: SWFWMD comments (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Other Comments

5. A preapplication meeting with District Environmental Resource Permit (ERP) staff is encouraged prior to any site work. For assistance or additional information concerning the District's ERP program, please contact Rob McDaniel, ERP evaluation manager, at (813) 985-7481, extension 2039 or rob.mcdaniel@swfwmd.state.fl.us.

The District appreciates this opportunity to participate in the review process. Please provide the District with a copy of the adopted amendment, including any supporting data and analysis. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 796-7211, extension 4407, or trisha.neasman@swfwmd.state.fl.us.

Sincerely,

Trisha Neasman

Trisha Neasman, AICP
Planning Lead

TN

cc: Ray Eubanks, DEO
Lindsay Weaver, DEP
Rob McDaniel, SWFWMD
Frank Gargano, SWFWMD
Cara Martin, SWFWMD

Attachment: SWFWMD comments (20270 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)