



CITRUS COUNTY
PLANNING AND DEVELOPMENT COMMISSION

Thursday October 7, 2021 at 9:00 AM
Lecanto Government Building
3600 W. Sovereign Path
Room 166
Lecanto, Florida 34461

Michael Facemyer, Chair
David Bramblett, 1ST Vice Chair
Robert Bass, 2ND Vice Chair
Richard Barmes
Stacey Worthington

James Roys
Kurt Stone
William Burda (Alternate)
Carole Scragg (Alternate)
Chuck Dixon (School Board)

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. CHAIRMAN TO READ THE APPEAL PROCESS AND MEETING PROCEDURES
- F. OPEN TO THE PUBLIC – Receive comments from the public
- G. APPROVE MINUTES -
 - 1. October 7, 2021, PDC agenda and map/directions

October 7, 2021, PDC agenda, and map/directions
- H. STAFF ANNOUNCEMENTS
- I. EX PARTE COMMUNICATION - COUNTY ATTORNEY
- J. APPLICATIONS
 - 1. CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties

Conduct a public hearing on October 7, 2021, to review and consider, CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties
 - 2. PV-21-05 McKenzie Permitting for Diamond Self Storage

Conduct a public hearing on October 7, 2021, to review and consider, PV-21-05 McKenzie Permitting for Diamond Self Storage
 - 3. V-21-14 Brenda McKenzie for Nancy Plummer

Conduct a public hearing on October 7, 2021, to review and consider, V-21-14 Brenda McKenzie for Nancy Plummer
 - 4. V-21-16 McKenzie Permitting for Phillipe Vallain

Conduct a public hearing on October 7, 2021, to review and consider, V-21-16 McKenzie Permitting for Phillipe Vallain
- K. ADDITIONAL ITEMS -
- L. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS

M. ADJOURN

If any person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings and, for such purpose, he or she may need to insure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

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, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

Si necesita un traductor de español por favor haga arreglos con el Condado dentro de dos días de la notificación de la publicación (352-527-5370).



AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	October 7, 2021 PDC agenda and map/directions
AGENDA DATE:	October 07, 2021
<u>BRIEF OVERVIEW:</u>	
<u>BUDGET IMPACT/FUNDING SOURCE:</u>	
<u>RECOMMENDED ACTION:</u>	October 7, 2021, PDC agenda, and map/directions

**CITRUS COUNTY
PLANNING AND DEVELOPMENT COMMISSION**



Thursday, October 7, 2021 at 9:00 AM

Lecanto Government Building

3600 West Sovereign Path, Room 166

Lecanto, Florida 34461

MICHAEL FACEMYER, CHAIR	KURT STONE
DAVID BRAMBLETT, 1st VICE CHAIR	STACEY WORTHINGTON
ROBERT BASS, 2nd VICE CHAIR	WILLIAM BURDA (Alternate)
RICHARD BARMES	CAROLE SCRAGG (Alternate)
JAMES ROYS	CHUCK DIXON (School Board)

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. CHAIRMAN TO READ THE APPEAL PROCESS AND MEETING PROCEDURES
- F. OPEN TO THE PUBLIC – Receive comments from the public
- G. APPROVE MINUTES – Approval of available minutes
- H. STAFF ANNOUNCEMENTS
- I. EX PARTE COMMUNICATION: County Attorney
- J. APPLICATIONS

1. COMPREHENSIVE PLAN AMENDMENT

a. CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from MDR, Medium Density Residential District, to RMU, Residential Mixed Use District, and to amend the Land Use Atlas Map from MDRMH, Medium Density Residential District with mobile homes allowed, to PDR, Planned Residential Development District, and to amend an existing Planned Unit

Development (PUD) to allow an increase in the overall number of single family residential lots, with reduced minimum lot sizes, as well as multiple amendments to conditions including traffic study requirements, sidewalks, impervious surface ratio calculation, and access management.

LOCATION: Sections 4 and 9, Township 19 South, Range 18 East; more specifically, the Crystal Glen Master Plan (land use change proposed for a portion of Parcel 14300 lying in Section 9, Township 19 South, Range 18 East), in the Lecanto area. A complete legal description is on file with the Land Development Division.

STAFF CONTACT: Joanna Coutu, AICP, Director, Land Development Division

2. PLAT VACATION

a. PV-21-05 McKenzie Permitting for Diamond Self Storage Property I, LLC

REQUEST/LOCATION: This request is to vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat, as recorded in Plat Book 20, Pages 63-64, public records of Citrus County, Florida (Section 11, Township 18 South, Range 18 East), lying on N. Modelwood Drive and N. Lecanto Highway, Beverly Hills, Florida. A complete legal description is on file with the Land Development Division.

STAFF CONTACT: Joanna Coutu, AICP, Director, Land Development Division

3. LAND USE APPLICATION

a. V-21-14 McKenzie Permitting for Nancy Plummer

REQUEST: This request is for a two-part Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family dwelling (1) having less than the required 50-foot setback from the jurisdictional wetland line (35-foot with a berm or swale), pursuant to Section 3501, Surface Water Protection Standards; and (2) having less than the required 50-foot minimum building setback from the centerline of a right-of-way, pursuant to Section 2300, Building Setback Requirements and Height Requirements for All Land Use Districts, as specified in the LDC.

LOCATION: Section 17, Township 20 South, Range 21 East; specifically, Lot 10A of Old Oaks Unrecorded Subdivision (AK 1894468), which address is 12128 E. Supreme Ct., Floral City, FL. A complete legal description of the property is on file with the Land Development Division.

STAFF CONTACT: Joe Hochadel, Principal Planner, Land Development Division

b. V-21-16 McKenzie Permitting for Phillipe Villain

REQUEST: This request is for a two (2) part Variance from the Citrus County Land Development Code (LDC) for the development of a single-family dwelling having a (1) less than the required 50-foot minimum building waterfront setback in a Velocity Zone, pursuant to Section 3520, Floodplain Protection standards and (2) having less than the required 50-foot minimum building setback from the centerline of a right-of-way pursuant to Section 2300, Building Setback Requirements and Height Requirements for All Land Use Districts, as specified in the LDC.

LOCATION: Section 30, Township 18 South, Range 17 East; specifically, Dixie Shores Unit 1 Replat, Lot 2 (AK 3511830), which address is 11889 W. Coquina Ct., Crystal River. A complete legal description of the property is on file with the Land Development Division.

STAFF CONTACT: Amy Bidwell, Senior Planner, Land Development Division

K. ADDITIONAL ITEMS

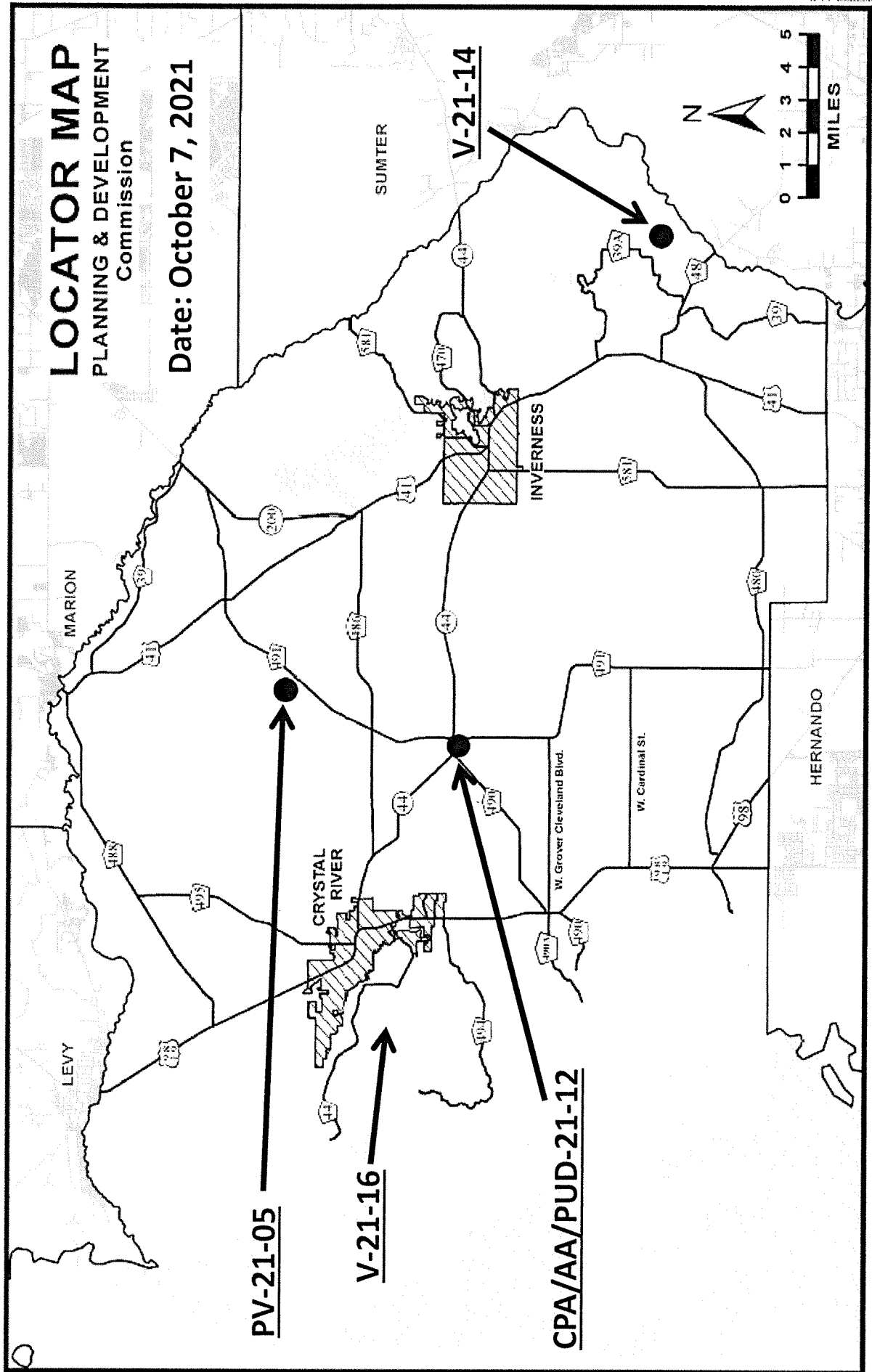
L. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS

M. ADJOURN

If any person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

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, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

Si necesita un traductor de español por favor haga arreglos con el Condado dentro de dos días de la notificación de la publicación (352-527-5370).



Planning and Development Commission

Directions for meeting on October 7, 2021

PV-21-05- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **7.22 miles** and turn left onto N. Modelwood Dr. Go **0.08 miles** and the easements lie within **4105 N. Modelwood Dr.**
Beverly Hills.

CPA/AA/PUD-21-12- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **2.0 miles** and turn left onto SR-44. Go **0.42 miles** and turn left onto S. Crystal Glen Dr. The site is the **Crystal Glen subdivision in Crystal River.**

V-21-14- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **2.0 miles** and turn right onto W. Gulf to Lake Hwy. Go **9.82 miles** and continue straight onto W. Main St. Go **0.16 miles** and continue straight onto US-41. Go **5.06 miles** and turn left onto E. Orange Ave. Go **2.12 miles** and turn left onto E. Trails End Rd. Go **2.29 miles** and turn right to stay on E. Trails End. Go **1.11 miles** and turn left onto S. Old Oaks Dr. Go **0.16 miles** and take the first left onto E. Supreme Ct. Go **0.05 miles** and the subject property is on the left at **12128 E. Supreme Ct. Floral City**

V-21-16- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **2.0 miles** and turn left onto SR-44. Go **7.31 miles** and turn left onto US-19. Go **1.14 miles** and turn right onto W. Fort Island Trl. Go **2.41 miles** and turn left onto W. Dixie Shores Dr. Go **0.95 miles** and take the first right onto W. Coquina Ct. Go **0.28 miles** and the site is on the right at **11889 W. Coquina Ct. Crystal River.**



AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen
AGENDA DATE:	October 07, 2021

BRIEF OVERVIEW:

A request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan by re-designating approximately 4.7 acres from the Medium Density Residential District to the Residential Mixed Use District; and to amend the Land Development Atlas Map from the Medium Residential District with Mobile Homes Allowed to the Planned Residential Development District; and to amend the Crystal Glen Master Plan to allow an increase in the overall number of residential lots, with reduced minimum lot sizes, as well as multiple amendments to conditions including traffic study requirements, sidewalks, impervious surface ratio calculation, and access management.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Conduct a public hearing on October 7, 2021, to review and consider, CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties

Avis Marie Craig, AICP - MBA
 Planning Consultant
 P. O. Box 568
 Lecanto, FL 34461

August 19, 2021

Joanna Coutu, AICP Director
 Citrus County Land Development Division
 Department of Growth Management
 3600 W. Sovereign Path
 Lecanto, FL 34461

RE: Additional supplements to file for pending application CPA/AA/PUD 21-12

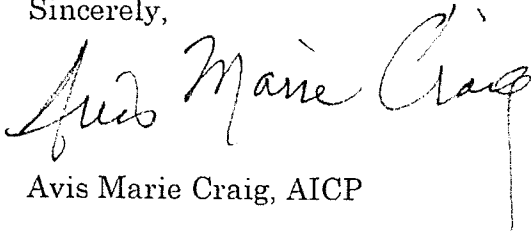
Dear Ms. Coutu,

I have been engaged by the owner of the above referenced application and requested to prepare and submit additional documentation to support this PUD amendment. Based on the scheduled PDC hearing date, the applicant Mr. Fischer cannot be present and I and others will be presenting on his behalf. Therefore, enclosed please find the following:

1. 2 Letters of Authorization for myself & Mr. Gibbs of Community Land Design, and Mr Stillwell, Atty.
2. An updated August 18, 2021 Master Plan for the PUD amendment
3. A planning report which addresses the requirements of Sect of 4300 of the LDC, but focusing on the minor nature of the request.

Thank you for your assistance to date, and we would expressly ask to be kept informed of all public comments received.

Sincerely,


 Avis Marie Craig, AICP

CPA/AA/PUD-21-12

Telephone : 352.634.2116

email: amarie02@gmail.com

Attachment: Applicant Submittal (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

CRYSTAL GLEN – CPA/AA/PUD 21-12 AMENDMENT

ADDITIONAL ELEMENTS TO BE MADE A PART OF THE
APPLICATION

PREPARED FOR: CRYSTAL GLEN PROPERTIES, LLC

BY:

Avis Marie Craig, AICP

Planning Consultant

P.O. Box 568

Lecanto, FL 34461

AUGUST 19, 2021

Introduction

The application CPA/AA/PUD 21-12 pending consideration with Citrus County is to make reasonable modifications to a PUD plan that was originally approved over 30 years ago in 1987. The application specifically addresses the residential portion of the PUD, and focuses on Phases 3 & 4. Two phases were built back in the late 1980/early 90s, and two phases have sat dormant. Market conditions have changed significantly since the original approval.

The current owner of phases 3 & 4 has patiently waited and come through the housing recession of 2008, and only now feels the time is right to complete the construction with the current strength of the housing market. The developer is working with stable national builders with whom he is now working elsewhere in Citrus County and nearby Marion County. The owner is right now developing another project The Fairways at Twisted Oaks Golf Course off Forest Ridge Blvd, and other projects in Marion County with the same builders. These builders are Adams Construction who has built homes already in Phases 1 and 2 of Crystal Glen, and D.R. Horton. The team brings experience and success to the table.

The general area of Lecanto is seeing more and more growth and change, and with the imminent opening of Suncoast Parkway, more change can be anticipated. The primary Crystal Glen entrance is serviced by SR 44, a 4-laned facility with the capacity to handle the nominal increase in residential units proposed. Traffic associated with the increase in residential from this PUD is projected to be less than 800 ADT.

The owner/developer also owns adjoining lands which will eventually allow future connections not only to the SR 44 and CR 490, but to CR 491 (also a 4-lane

facility designed with the capacity to handle additional traffic impacts). The site is proximate to the substantially upgraded 44/491 intersection. PUDs are designed to provide flexibility and creativity to address such changing circumstances. The next section addresses the requested changes.

General Planning Considerations & Development Standards

This Crystal Glen PUD is currently served by central water and sewer from Citrus County, and the county has indicated in writing the willingness and ability to provide water and sewer to serve the amended PUD project.

With the changes proposed, care and consideration has been taken to provide for compatibility and consistency with the historically platted Crystal Glen. The gross density of the original project was 2.1 du/ac. The new PUD plan (dated 8/18/21- see attachment A) has a gross density of 2.5 du/ac., a nominal increase from the current approved plan of 2.1 du/ac. When you consider the residential component of the PUD project, the new 2021 PUD plan has a maximum gross density of 3.3 du/ac compared to the historical 1987 plan of 2.8 du/ac. As a predominant MDR designated area within the Planned Service Area (PSA) of Citrus County residential development is permitted up to 4 du/ac by right, and up to 8 du/ac by PUD. The proposed changes are less than one-half of what the Comprehensive Plan (policy 17.3.1) and LDC allows for PUDs and below the permitted use density.

The table below provides a comparison of the old to the new plan focusing on residential component which is all that is changing of the original PUD.

PROJECT COMPARISON - EXISTING & PROPOSED

	EXISTING PUD	PROPOSED PUD	CHG
	Z-87-32		
PH 1&2	185	164	-21
PH 3&4	165	238	+73
True Comp	350	429	+79
5 ac + (Ph3)	n/a	27	+27
TOTALS	350	429	+79

Additionally, the passive recreational component of the project is increasing from the historical 3.5 acre recreational complex which had fallen into disrepair and was deleted from the PUD in an earlier action. The 2021 plan provides a total of 3.8 acres, of which 1.5 acres has already been transferred to the Crystal Glen Property Owners Association back in 2013. An additional 2.3 acres are shown on the new 2021 plan which provides buffering and open space to the project to both the existing platted areas but the new.

The primary purpose of the application is to address current market demands and preferences. Therefore, the reduction in lot size and setbacks is proposed. Buyer's preferences today are for less lot area maintenance, as reflected in the sales of other nearby high demand projects in the central ridge region of Citrus County. A lack of such flexibility may have contributed to the slow growth in the existing Crystal Glen community.

Consistency with the Policies of the Citrus County Comp Plan

The requested changes outlined in this application demonstrates and maintains consistency with the adopted Citrus County Comprehensive Plan, Future Land Use Element Policies, specifically:

1. Objective 17.2 - This site is located within the PSA where development shall be encouraged. Since it is served by central county water and sewer, which has the capacity to serve the proposed project, the amendment maintains consistency with this objective and policies 17.2.5, 17.2.7, 17.2.8.
2. Objective 17.3- Specifically Policy 17.3.1 outlines densities appropriate as described in the prior section where surrounding lands are designated MDR which permit higher densities than that requested by either the original or amendment now under consideration. By PD such areas are allowed up to 8 du/ac. This project is less than ½ of that. The amendment meets consistency standards as outlined in Policies 17.3.4 and 17.3.5 with the use of the PUD process.
3. Objective 17.5 and associated Policies 17.5.1-17.5.6(with emphasis on this last policy which has been met by the amendment.)
4. Objective 17.15 – Community character considerations. This amendment and the earlier PUD demonstrate consistency with Policy 17.15.9, by having addressed the outlined provisions as part of the PUD process.
5. Policy 17.15.12 specifically speaks to provision of sidewalks and cites that on local streets serving less than 40 residential units(no portion of this project has a street serving anywhere close to 40 homes) and are therefore eligible to construct sidewalks on one side of the roadway. The PUD amendment specifically includes a request that sidewalks be permitted on a single side of

the neighborhood streets and the PUD approval conditions already provides for the same along the internal collector.

Request for Specific PUD Project Development Standards

The following specific changes are proposed to better address modern S.F. neighborhood standards as requested:

2021 Crystal Glen Phase 3 & 4 Development Standards:

Min. Lot Size - 6000 s.f. (50' X 120')

Lot Coverage (ISR)* - 65%

Min. Setbacks (measured from R/W):

Front ** - 20 Ft

Side - 5 ft.

Rear - 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

A revised August 18 2021 PUD Master Plan has been provided to Citrus Co. consistent with these requests. This updated plan better illustrates the interface with the existing platted Crystal Glen, and now shows the lotting consistency, and the fact that the lots immediately across from existing platted Crystal Glen lots, are of a compatible character. The majority of the smallest profile lots are not adjoining existing Crystal Glen, and are located to the interior and fall to the east of the primary onsite collector road which continues to exit the site along the east project boundary at the SE sector of the property as originally planned. One small

section along west boundary in the SW corner of the project actually adjoins a major transmission line of Duke Power and is not proximate to existing Crystal Glen.

Another specific request is that sidewalks be provided on one side only of the project's residential streets of Ph 3 & 4, creating internal consistency with the project's primary collector roadway (S. Crystal Glen Drive) as noted in the conditions of approval.

Changes to existing conditions of approval - Crystal Glen PUD (Z-87-32)

Specific changes are also needed to address the current 11 conditions of approval for the PUD (3 are proposed to be eliminated as not necessary as having been satisfied in earlier phases of Crystal Glen, and given other conditions or changes since the time of the original 1987 approval as well as code changes since that time as well) see below:

1. The development approval is limited to ~~350~~ 429 dwelling units, ~~a recreational complex,~~ two passive recreation sites, and 223,500 square feet of commercial space.
2. The applicant will provide continuation of the collector road to the east with collector access to the south and west being shown on the final plat. (note the west connection is to CR 490 now known as platted W Country Hill Dr)
3. A developer's agreement with Citrus County Utilities is place for PH 1 & 2, and future phases such agreements will take place as part of the platting process. (replaces old condition)
4. The minimum dimensional requirements for this development shall be as follows:

	<u>S.F. Residential</u>	<u>Retail/Commercial</u>
Min Lot Area	-7200- <u>6,000 sq. ft.</u>	N/A

Min Lot Width	-60	<u>50 Feet</u>	N/A
Max Lot Coverage*	50	<u>65 %</u>	80%
(includes accessory structures)			

A. Other Permitted Uses -- --

* computed cumulatively on the overall platted area, and not on an individual lot basis.

Max Bldg Height	2 stories	30 Feet	42 Feet
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Min Yard Requirements

A. Front	25	<u>20 Feet**</u>	25 Feet
B. Sides		5 Feet	10 Feet
C. Rear	-10	<u>5 Feet</u>	10 Feet

**for residential neighborhoods on corner lots, a side front yard of 10' shall be permitted

Other Permitted Uses:

A. Front	25 Feet	25 Feet
B. Sides	25 Feet	10 Feet
C. Rear	25 Feet	10 Feet

~~No Functional setbacks shall apply under the terms of Section 2202, except for frontages along SR 44 and CR 490 (no longer a part of the current LDC)~~

- ~~5. A statement shall be placed on the plat that the average lots sizes will be no less than 9,600 square feet but no lot shall be less than 7,400 square feet. In each phase the average lot size will be no smaller than 9,600 square feet.~~
- ~~6. The applicant shall prepare a detailed traffic study of SR 44 one quarter mile west of CR 490 to CR 491/SR 44 intersection prior to submission of the preliminary plat. The Developer shall also prepare an improvement plan and construct nd redesign of the intersection of CR 490 and SR 44 prior to the request of the first building permit for any commercial establishment on the site. (Note this is no longer applicable as it was before the 4-laning of SR 44, and what was required at the 44/490 intersection was completed back in the 1980s.)~~
7. No direct access shall be permitted for the proposed commercial developments onto CR 490 or SR 44.

- ~~8. Acceleration and deceleration lanes shall be provided by the developer, as well as left turn lanes and a traffic signal if warranted by either the Florida Department of Transportation or the Department of Technical Services. (All that was required was accomplished at time of platting of Crystal Glen)~~
9. The passive recreational complex sites shall remain private for the use of the residents of this community and their guests.
10. A sidewalk constructed according to the ~~Public Works Manual~~ LDC standards, shall be located along one (1) side of the main collector road, and neighborhood streets.
11. No residential units shall have direct access to the collector road.

DATE	
BY	
SCALE	

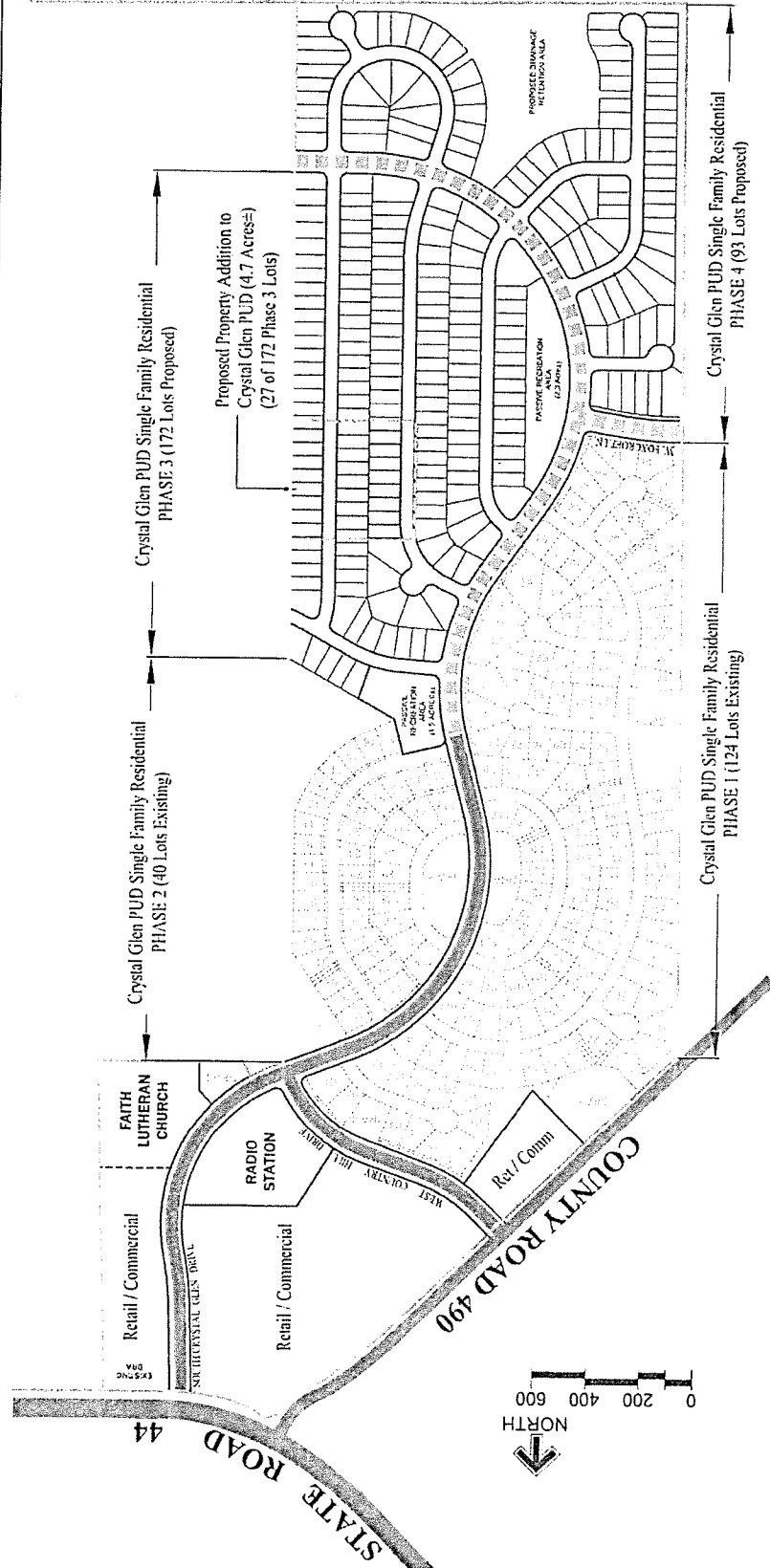
PUD MASTER PLAN
Proposed Modification
August 18, 2021

CRYSTAL GLEN
PHASES 3 & 4
LEGANTO, FLORIDA
CITRUS COUNTY

Community Land Design
1723 East Chesapeake
Tampa, FL 33613
Phone: 813.243.1142
Email: info@communitylanddesign.com

Project Name: Crystal Glen PUD Single Family Residential Phases 3 & 4
Project Number: 1723
Scale: 1" = 100'
Date: 10/22/21
Author: J.1.a

SHEET
L1 OF 1



ATTACHMENT A

Crystal Glen Phase 3 & 4 Proposed Single Family Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
Front Setback: 20 feet front / 10' side corner lots
Side Setback: 5 feet
Rear Setback: 5 feet

SITE DATA			
The Site Data below reflects only those proposed changes by this application			
	CRYSTAL GLEN CURRENT APPROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021	
SF Residential Lots (existing phase 1 & 2 area)	185	164 (actual # of lots existing)	
SF Residential Lots (proposed phases 3 & 4)	165	265	
Total SF Residential Lots	350	429	
Recreation	3.6 Acres (original recreation complex)	3.9 Acres Passive Recreation Areas	
TOTAL SITE AREA	165.3 Acres	170 Acres	

ROAD LEGEND:

- Existing Collector Roadways
- Proposed Internal Collector Roads



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.: CPA/AA/PUD-21-12 Date: 7/26/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*

Name: Steven Fischer
Address: 2500 Weston Rd Ste 311
City: Weston
State: FL Zip: 33331
Home No.: 954 361 124 Cell No.:
Work No.: 954 385 3332 Fax No.: 954 385 6464
Email: Steve@SadoffandFischerCPA.Com

Property Owner

Name: Crystal Glen Properties LLC
Address: 2500 Weston Rd Ste 311
City: Weston
State: FL Zip: 33331
Home No.: Cell No.: 954 336 1124
Work No.: 954 385 3332 Fax No.: 954 385 3332 6464
Email: Steve@SadoffandFischerCPA.Com

Property Description: Section: _____ Township: _____ South Range: _____ East

Legal Description:

Subdivision: Crystal Glen Lot(s): _____ Block/Parcel: _____

Alternate Key #: 3423956 Parcel ID: 3502748

Acreage: 63.5 18E 19S 09 34000

☐ New Planned Unit Development (PUD)

☒ Amendment to Previously Approved PUD/PD

Land Development Code Atlas Designation

Generalized Future Land Use Map Designation

From: MDR MH To: PSR

From: MDR To: RMU

Is this hearing being requested as a result of a Code Violation Notice? Yes _____ No ☒

If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s):

SK 44 between CR 490 & CR 491

Directions to Property:

The Applicant is: ☒ Owner of Tract ☐ 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: [Signature]

STATE OF FLORIDA
COUNTY OF CITRUS Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Steven Fischer, who is personally known to me or provided

as identification and who did not take an oath. WITNESS my hand and official seal this 26 day of JULY 2021

Daniel Martin
Printed Name
[Signature]
Notary Public, State of Florida

Seal



Daniel Alejandro Martin
Comm. #GG981459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

Date: _____
Time: _____
Initials: _____

For Staff Use Only
ATF: _____
QTR: _____
LUD: _____

GFLUM Des: _____
FZ: _____

RECEIVED



**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

**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: _____

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: Bernadine Email

Potable Water: ✓

RECEIVED



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

Drainage: _____

Solid Waste: _____

9. Are there any anticipated impacts on Affordable Housing in Citrus County? Yes ☒ 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? ☒ 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: Reduce Min Lot Size to 6000 SF 50 W x 120 deep

Policy: _____

Policy: _____

Objective: _____

Policy: _____

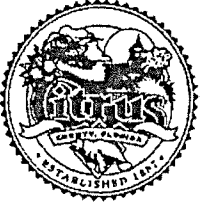
Policy: _____

11. Any additional information that may apply to this application. _____

RECEIVED

JUL 26 2021

CPA/AA/P
 Land Development



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.citrusboce.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

☐ Variance ☐ Conditional Use ☐ Minor Subdivision ☐ Lot Reconfiguration

☐ Plat Vacation ☐ Street Vacation ☐ Comprehensive Plan Amendment

☐ Atlas Amendment ☒ Other (specify): PUD Application

LEGAL DESCRIPTION OF PROPERTY:

Section 9 Township 19S Range 18E Alternate Key # 3502748 & 5 ac of 3423931

Lot/Parcel 18E19S09 34000 & Block --
5 ac part of 18E19S09 14300

Subdivision metes n bounds acreage

I, Steven Fischer, Crystal Glen Properties, LLC Owner of the above described property,
(Name of Owner) & Sterling Hills, LLC

authorize Avis Craig & Paul Gibbs of Planning Consult/ Community Land Design
(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]

(Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Steven Fischer, who is personally known to me or provided as Identification and who did not take an oath.

WITNESS my hand and official seal this 18 day of August, 2021.

Daniel Martin
Printed Name

Seal

[Signature]
Notary Public - State of Florida



Daniel Alejandro Martin
Comm. # GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

CPA/AA/PUD-21-12



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.citrusboecc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

____ Variance ____ Conditional Use ____ Minor Subdivision ____ Lot Reconfiguration
 ____ Plat Vacation ____ Street Vacation ☒ Comprehensive Plan Amendment
 ____ Atlas Amendment ____ Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section ____ Township ____ Range ____ Alternate Key # 3423956

Lot/Parcel _____ Block _____

Subdivision Crystal Glen

I, Crystal Glen Properties LLC, owner of the above described property,
 (Name of Owner)

authorize Steven Fischer of Crystal Glen Properties 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] (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 Steven Fischer, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 24 day of June, 2021

Daniel Martin
 Printed Name

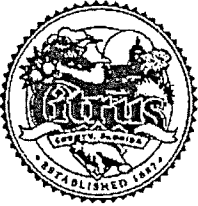
[Signature]
 Notary Public - State of Florida

Seal



Daniel Alejandro Martin
 Comm. # GG961459
 Expires: Feb. 28, 2024
 Bonded Thru Aaron Notary

PUD-21-09



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 ____ Comprehensive Plan Amendment
 ____ Atlas Amendment XX Other (specify): PUD Application

LEGAL DESCRIPTION OF PROPERTY:

Section 9 Township 19S Range 18E Alternate Key # 3502748 & 5 ac of 3423931
 Lot/Parcel 18E19S09 34000 & Block --
5 ac part of 18E19S09 14300
 Subdivision metes n bounds acreage

I, Steven Fischer, Crystal Glen Prop LLC Owner of the above described property,
 (Name of Owner) & Sterling Hills, LLC

authorize Clark A. Stillwell of Clark A. Stillwell, Law Office
 (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] (Signature of Owner)

STATE OF FLORIDA
 COUNTY OF CITRUS
Breward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Steven Fischer, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 18 day of August, 2021.

Daniel Martin
 Printed Name
[Signature]
 Notary Public - State of Florida

Seal



Daniel Alejandro Martin
 Comm. #GG961459
 Expires: Feb. 28, 2024
 Bonded Thru Aaron Notary

CRA/AA/PUD-21-12

PUD-21-09

Joanna L. Coutu

From: Paul Gibbs <paulcld2000@tampabay.rr.com>
Sent: Thursday, July 15, 2021 4:16 PM
To: Joanna L. Coutu
Cc: Steven Fischer
Subject: [EXTERNAL]Crystal Glen PUD Plan
Attachments: Crystal Glen Sterling Hills Revised 071521.pdf

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Hi Joanna,

Steve Fischer asked me to send you the updated Crystal Glen site plan that we have been working on. The attached plan also includes that adjacent proposed Sterling Hills development project. This composite plan should provide you with a greater understanding of the internal road network and the connections to the adjacent highways. Some of the work reflected in the Sterling Hills area plan are a result of a series of meetings held with the County Administrator, Assistant County Administrator, Office of Economic Development and others in summer / fall 2020.

For the Crystal Glen PUD, the plan shows the proposed number of lots by phase, the proposed typical minimum lot size, ISR and setbacks. The Passive Park site location is also shown. See Notes and Site Data at the bottom of the page. Feel free to contact Steve Fishcer and I if you have any plan questions or comments.

Paul Gibbs, Landscape Architect
 COMMUNITY LAND DESIGN, Inc.
 1773 East Cleveland Street
 Hernando, FL 34442
 352-637-1742

Attachment: Applicant Submittal (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

Joanna L. Coutu

From: Avis Craig <amarie02@gmail.com>
Sent: Wednesday, September 15, 2021 4:29 PM
To: Joanna L. Coutu; Steven Fischer
Subject: [EXTERNAL]See attached list of the 17 homes built by Adams Homes in Crystal Glen Ph 1 & 2
Attachments: ADAMS homes sold in Crystal Glen PH 1&2 091521.pdf

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Joanna,

This is the list Mr. Fischer wanted to be part of the record. The very same homes that have been built in existing Crystal Glen Ph 1 and 2, will be built in the new phases 3 and 4. These are 40' wide homes designed to fit on the 50' lots.

I selected a representative sampling of renderings and 1 photo of one of them that is in the power point presentation.

Avis Marie

Avis Marie Craig, AICP MBA
P.O. Box 568
Lecanto, FL 34460
cell (352) 634-2116
amarie02@gmail.com

RECEIVED
CPA/AA/PUD-21-12
SEP 15 2021
Land Development Division

Attachment: Applicant Additional Information (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

For Steven Fischer: Steven.fischer@adams-homes.com

My entire 40' product line is attached. Below is a list of the 40' product line that we constructed and closed in Crystal Glen phases 1 and 2A... more than I thought.

LOT	BLK / PH	Address	Model
4	2A	1067 S GLEN MEADOW LP	1970C
14	2A	1179 S. GLEN MEADOW LOOP	1635B
15	2A	1183 S. GLEN MEADOW LOOP	1820B
21	2A	1180 S. GLEN MEADOW LOOP	1820C
17	2A	1207 S GLEN MEADOW LOOP	1635B
16	2A	1199 S GLEN MEADOW LOOP	1512B
13	2A	1163 S GLEN MEADOW LOOP	1512C
12	2A	1159 S GLEN MEADOW LOOP	1820C
20	2A	1200 S GLEN MEADOW LOOP	1820B
28	2A	1068 S GLEN MEADOW LOOP	1820B
30	2A	1034 S GLEN MEADOW LOOP	2020B
23	PH 1	3957 W CHADWICK CT	2705A
27	PH 1	3952 CHADWICK CT	2020B
24	PH 1	3969 CHADWICK CT	1635A
26	2A	1100 S GLEN MEADOW LOOP	1720A
25	PH 1	3964 CHADWICK CT	1720B
88	PH 1	1137 S BROOKFIELD DR	1820D

RECEIVED

SEP 15 2021

Land Development Division

John Roberts

General Manager

Adams Homes of NW FL, Inc

Attachment: Applicant Additional Information (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

CRYSTAL GLEN (PH 3&4) PUD AMENDMENT

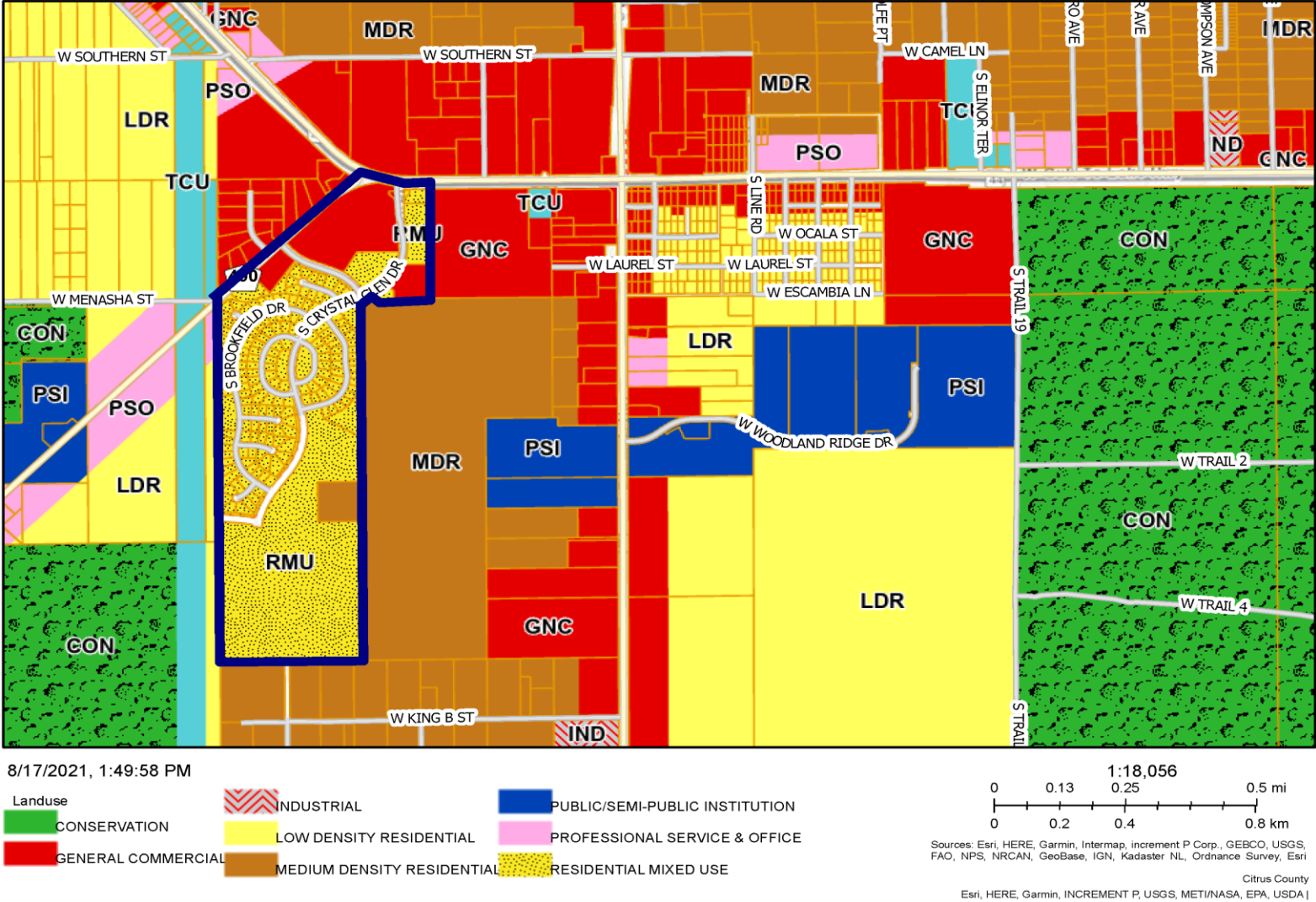
CPA/AA/PUD 21-12
September 2021

Locational Map



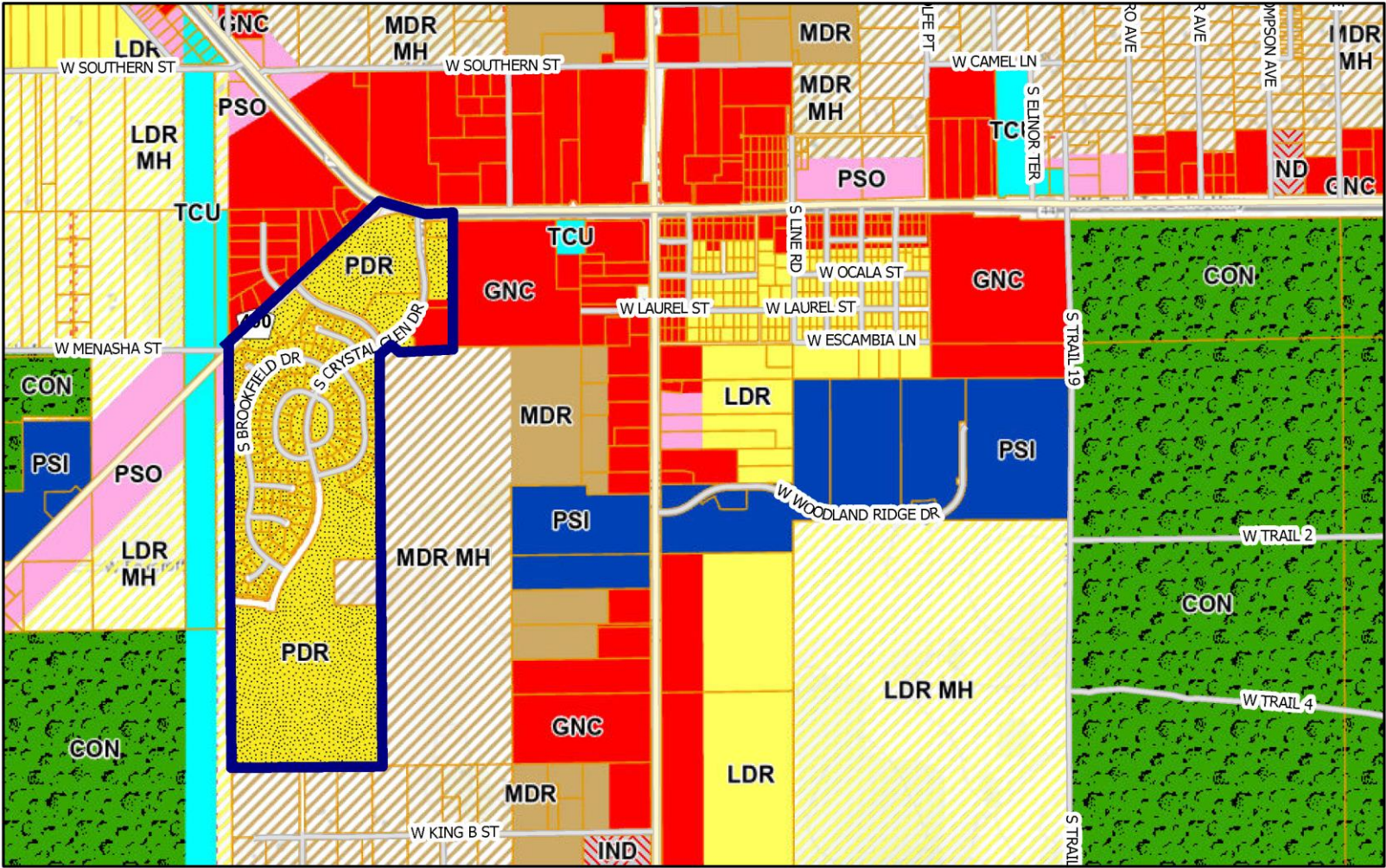
Citrus Co Comprehensive Plan – Land Uses

Land Use Map

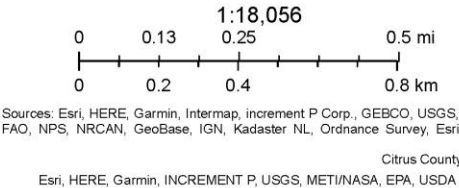
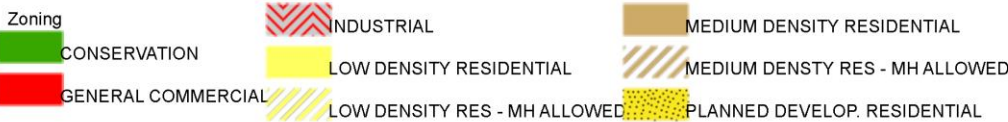


Citrus County Land Development Code Atlas

Zoning Map



8/17/2021, 1:48:02 PM



PORTION OF ORIGINAL PUD PHASE 3 AREA PLATTED & CONSTRUCTED AS PART OF PHASE I

PROJECT PHASING SCHEDULE (RESIDENTIAL ONLY)

Phase	Units	Description
Phase I	120	Single Family Lots
Phase II	65	Single Family Lots
Phase III	75	Single Family Lots
Phase IV	90	Single Family Lots
Total at Project Build-Out	350	Single Family Lots

Crystal Glen

FOR PROPERTY LOCATED IN SECTIONS 449-19-18

PROPOSED 2021 ADDITION TO PUD PHASE 3 (27 LOTS); NOT PART OF 1987 PUD

PORTION OF ORIGINAL PUD PHASE 2 AREA NOT PLATTED OR CONSTRUCTED (Including Passive Recreation Area Deeded to POA Shaded in Green)

MINIMUM RESIDENTIAL REQUIREMENTS

	Single Family Residential	Retail/Commercial
1. Minimum Lot Area	7500 Sq. Ft.	N/A
2. Minimum Lot Width	60 Feet	N/A
3. Maximum Lot Coverage (Including Accessory Structures)	80%	80%
a. Other Permitted Uses	80%	80%
4. Maximum Building Height	2 Stories Not to Exceed 30'	42 Feet
5. Minimum Turn Requirements:		
a. Front	25 Feet	35 Feet
b. Side	10 Feet	10 Feet
c. Rear	10 Feet	10 Feet
Other Permitted Uses		
a. Front	25 Feet	35 Feet
b. Side	10 Feet	10 Feet
c. Rear	10 Feet	10 Feet
6. No functional setbacks shall apply under the terms of Section 1102, except for frontages along SA 44 and SA 19.		

PROJECT SITE DATA

LAND USE	UNITS/SQ.FT.	ACREAGE
SINGLE FAMILY RESIDENTIAL (DETACHED)	350 D.U.	126.8*
RETAIL/COMMERCIAL	223,500 SQ.FT.	22.6*
RECREATION COMPLEX	3200 SQ.FT.	3.6*
ROAD RIGHT-OF-WAYS	—	12.4*
TOTAL ACRES ON SITE		163.3*
GROSS RESIDENTIAL DENSITY		2.6 DU/AC

*DOES NOT INCLUDE MAJOR COLLECTOR ROAD R.O.W.'S IN CALCULATION

Henigar & Ray

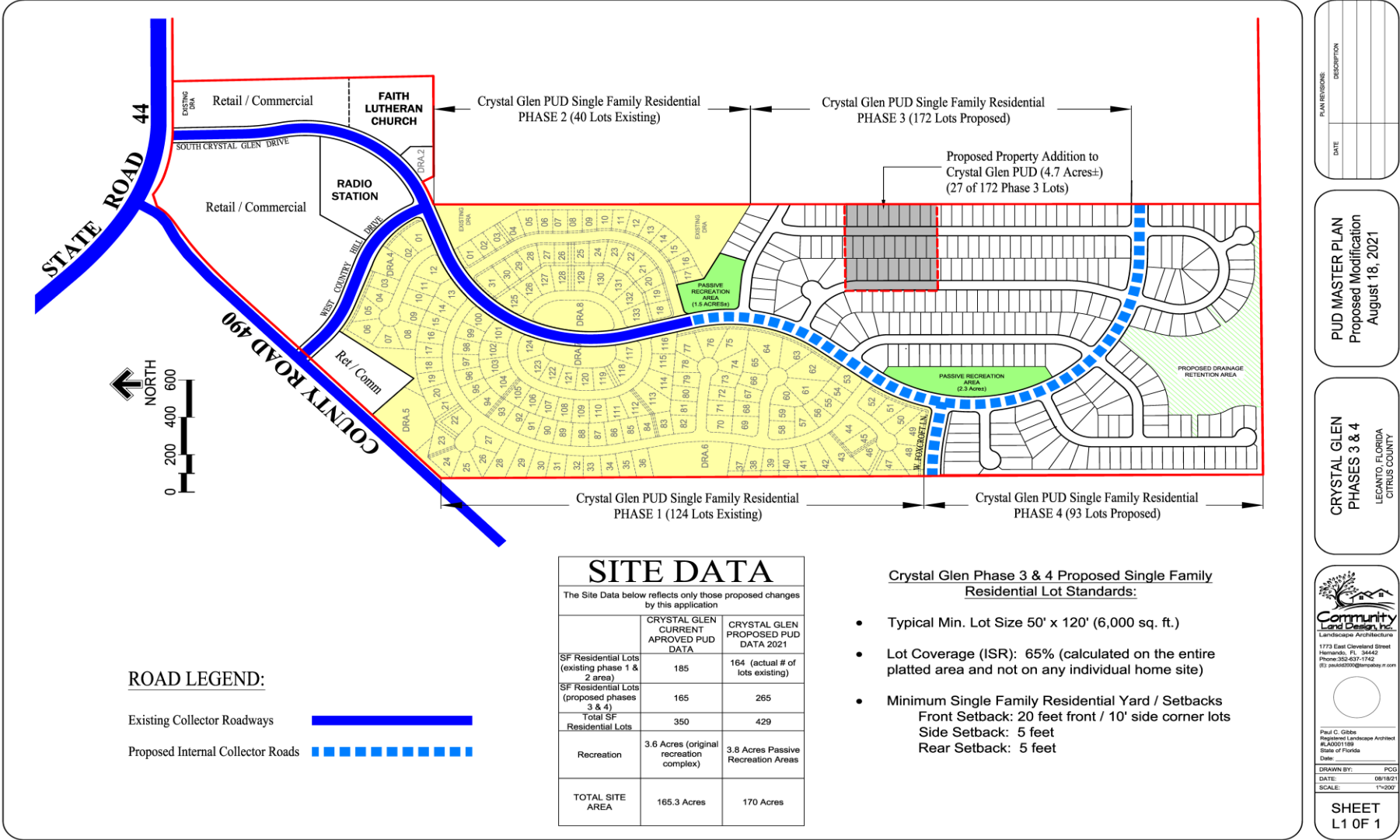
340 EAST HWY. 88
CAPITOL BLVD. N.E.
SUITE 200
DALLAS, TEXAS 75206
PHONE 768-6555

C. G. PUD COMPARISON-ORIG & PROPOSED

EXISTING PUD			PROPOSED PUD	
	Appr. Z-87-32	Act Permitted	2021	Chg
PH 1&2	185	164	164	-21
PH 3&4	165	186(future)	238	+52
True Comp	350	350	402	+52
5 ac + (Ph3)	n/a	-	27	+27
TOTALS	350		429	+79

Attachment: Applicant Presentation (18353 : CPA/AA/PUD-21-12 Steven Fischer for

PROPOSED 2021 PUD PLAN



REPRESENTATIVE HOMES



Elevation A



Elevation B



Elevation CR

REPRESENTATIVE HOMES



Elevation A



Elevation B



Elevation C

REPRESENTATIVE HOMES



Elevation A



Elevation B



Elevation CR

ACTUAL PHOTO – CCPA FILES EXISTING CG HOME



Attachment: Applicant Presentation (18353 : CPA/AA/PUD-21-12 Steven Fischer for

17 HOMES 40' WIDE BUILT IN CR GLEN PH 1 & 2

**BUILT IN 2015-2020 AT THE FOLLOWING
ADDRESS LOCATIONS IN PHASES 1 & 2:**

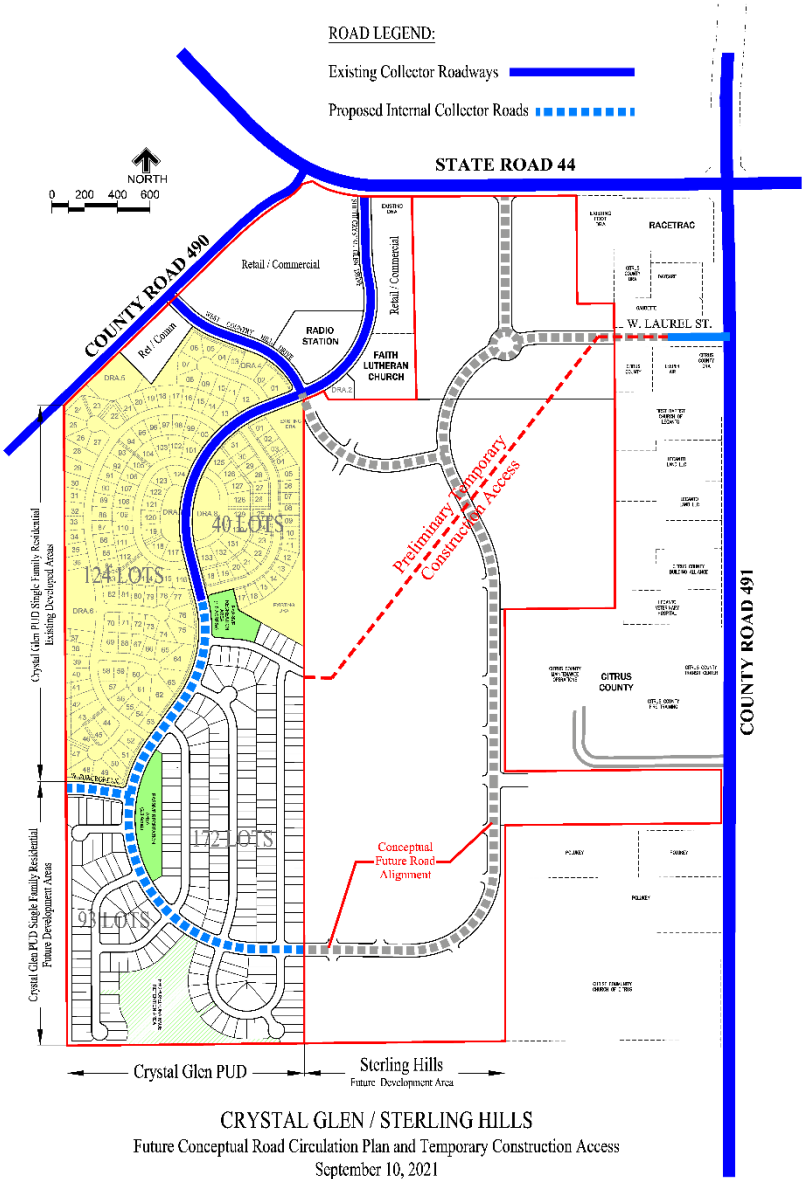
- **ON S. GLEN MEADOW LOOP – 12 HOMES**
1100, 1034, 1067, 1068, 1159, 1163, 1179,
1180, 1183, 1199, 1200, 1207
- **ON W. CHADWICK CT. – 4 HOMES**
3952, 3957, 3964, 3969
- **ON S. BROOKFIELD DR. - 1 HOME**
1137

17 IDENTICAL TO FUTURE PH 3 & 4 HOMES

POA COORDINATION

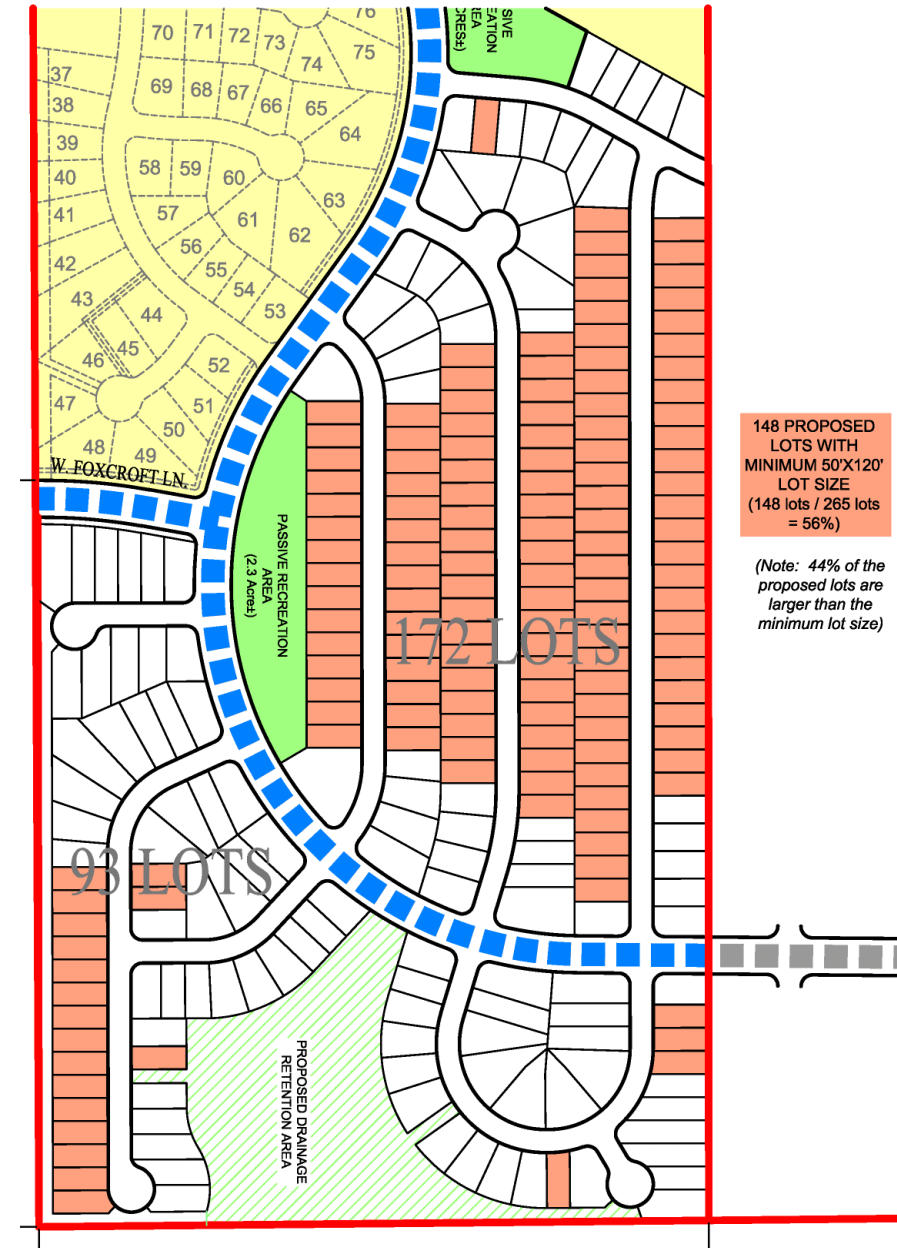
- **Contacted President in early Sept**
- **Held meeting with residents 9/8/21 to understand issues**
- **Several responses to concerns**
- **Further coordination expected**

Crystal Glen – Future Connections & Temp Constr. Entrance



Smaller Lots Relationship to Existing Crystal Glen

Ph 3 & 4 Location of Smaller lots →

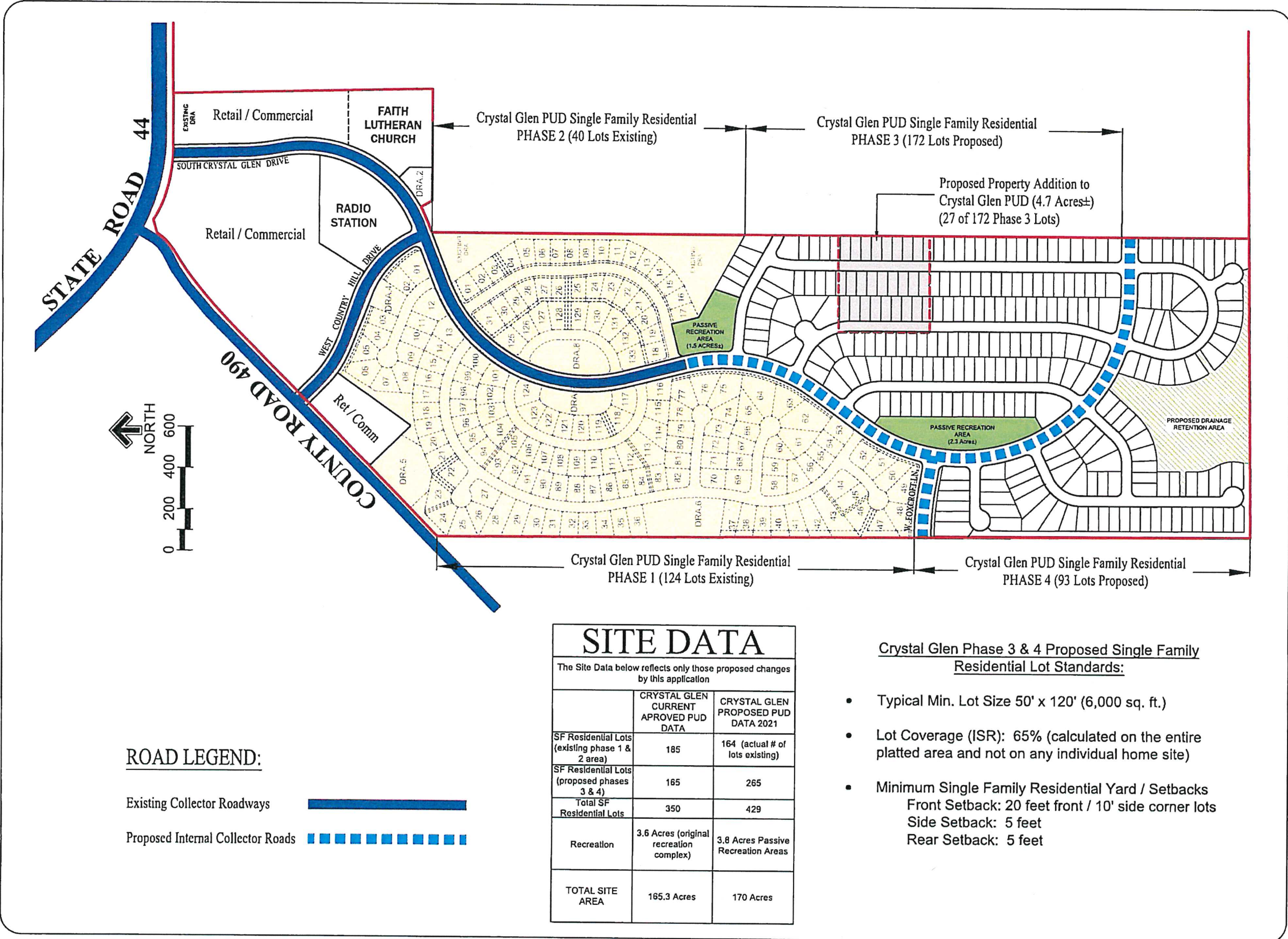


FOR APPROVAL OF PUD AMENDMENT

1. CONSISTENCY WITH THE COMP PLAN
2. COMPATIBILITY WITH NEIGHBORHOOD
HAVE MET WITH POA & WILL HAVE
SEPARATE POA KEEPING C.G. POA AS IS.
3. MARKET CONDITIONS HAVE CHANGED
SINCE 1987. SMALLER LOTS ARE
PREFERRED FOR LESS MAINTENANCE
4. NO ADVERSE IMPACTS TO INFRASTRUCT.
5. PASS. RECR. INCREASED BY 19%
6. CONDITIONS OF APPROVAL MET OR MORE

QUESTIONS ?

THANK YOU



ROAD LEGEND:

Existing Collector Roadways 
Proposed Internal Collector Roads 

SITE DATA		
The Site Data below reflects only those proposed changes by this application		
	CRYSTAL GLEN CURRENT APPROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021
SF Residential Lots (existing phase 1 & 2 area)	185	164 (actual # of lots existing)
SF Residential Lots (proposed phases 3 & 4)	165	265
Total SF Residential Lots	350	429
Recreation	3.6 Acres (original recreation complex)	3.8 Acres Passive Recreation Areas
TOTAL SITE AREA	165.3 Acres	170 Acres

Crystal Glen Phase 3 & 4 Proposed Single Family Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
Front Setback: 20 feet front / 10' side corner lots
Side Setback: 5 feet
Rear Setback: 5 feet

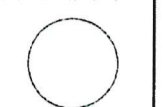
PLAN REVISIONS	
DATE	DESCRIPTION

PUD MASTER PLAN
Proposed Modification
August 18, 2021

CRYSTAL GLEN
PHASES 3 & 4
LECANTO, FLORIDA
CITRUS COUNTY



Community
Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone: 352-637-1742
(FL's pad# 170005) (unpublished)



Paul C. Gibbs
Registered Landscape Architect
#LA0001189
State of Florida
Date: _____

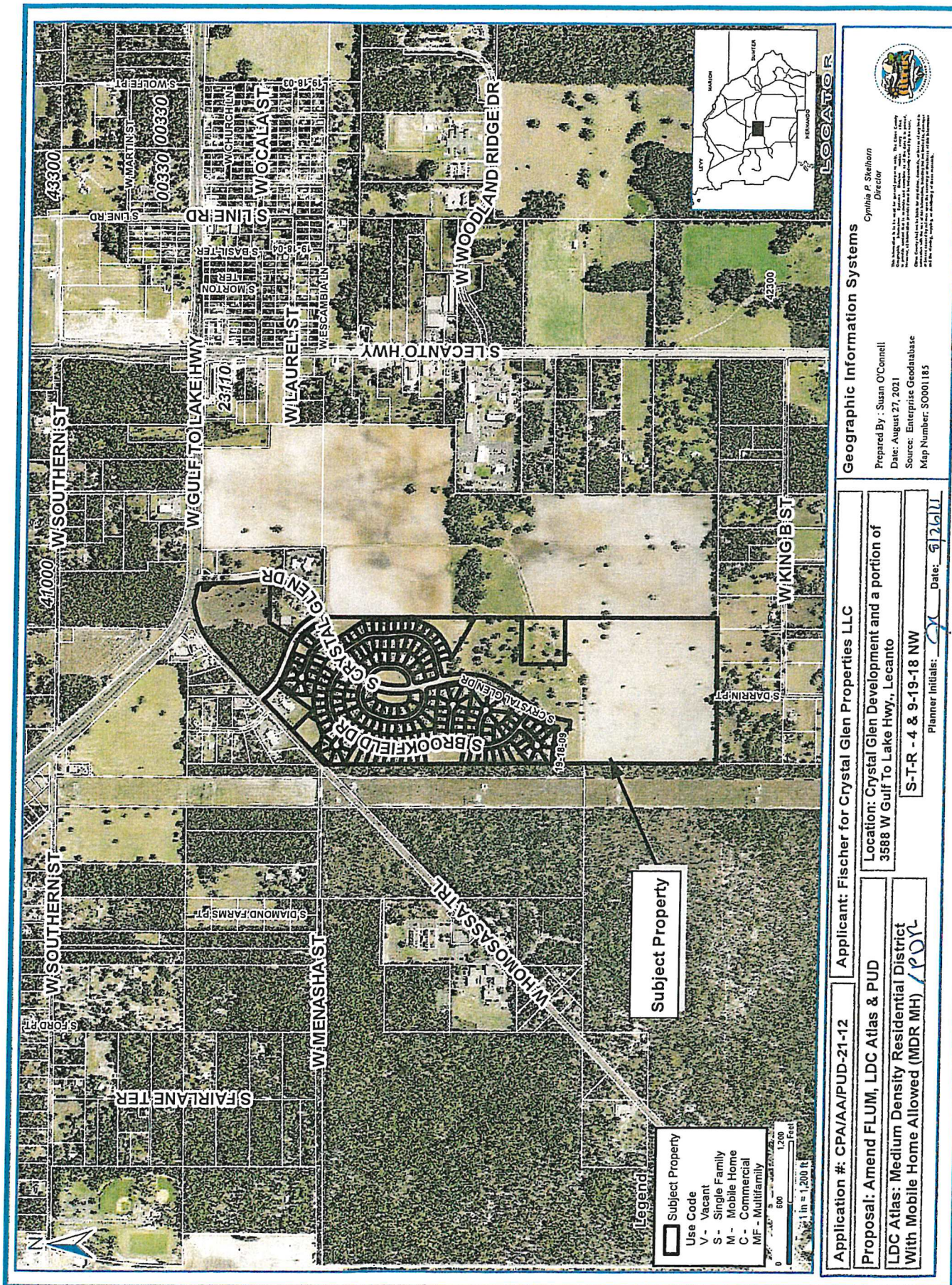
DRAWN BY: PCG
DATE: 08/18/21
SCALE: 1"=200'

SHEET
L1 OF 1

CPA/AA/PUD-21-12

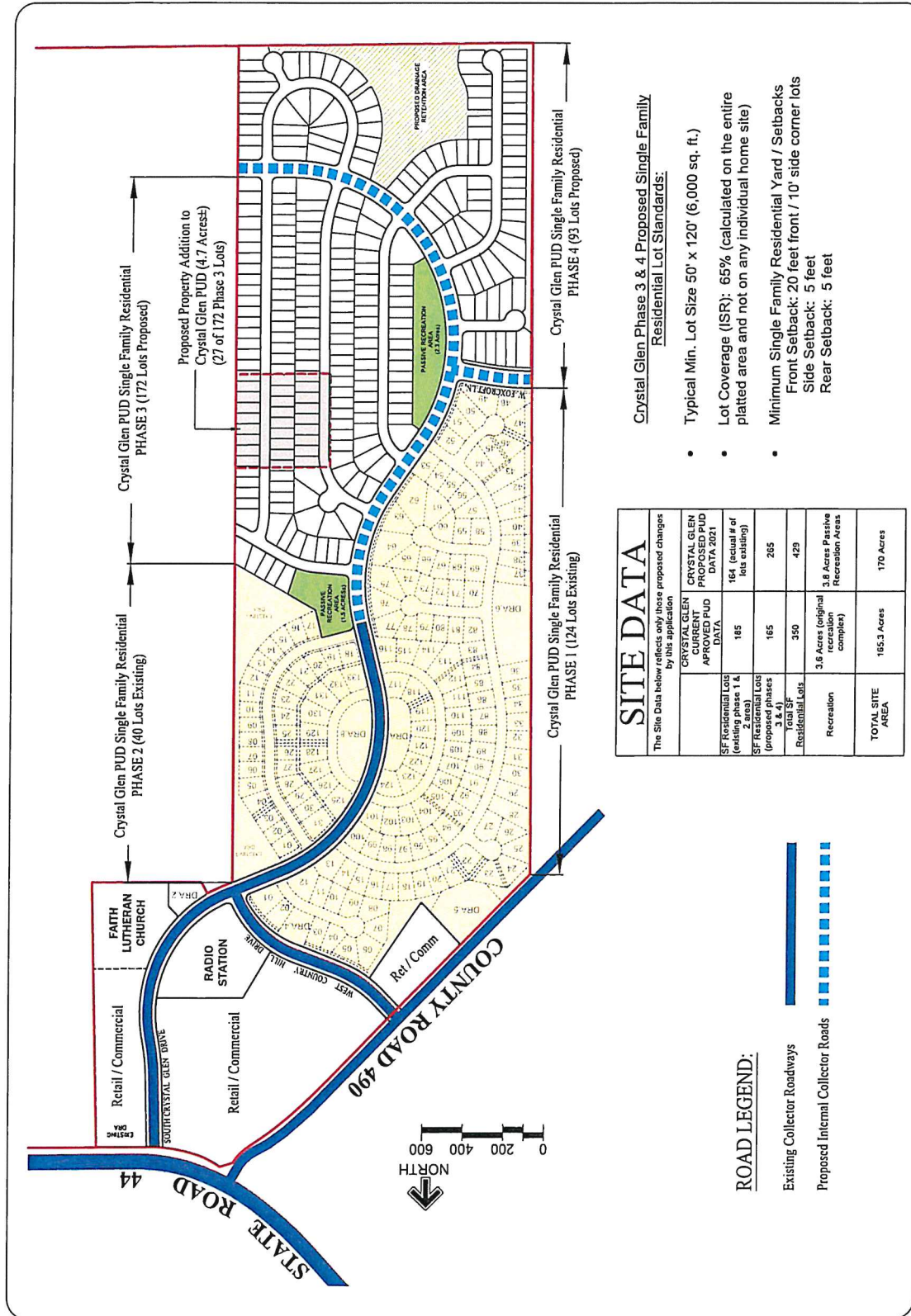
Steven Fischer for Crystal Glen Properties, LLC

Attachment: Coordinator PP (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)





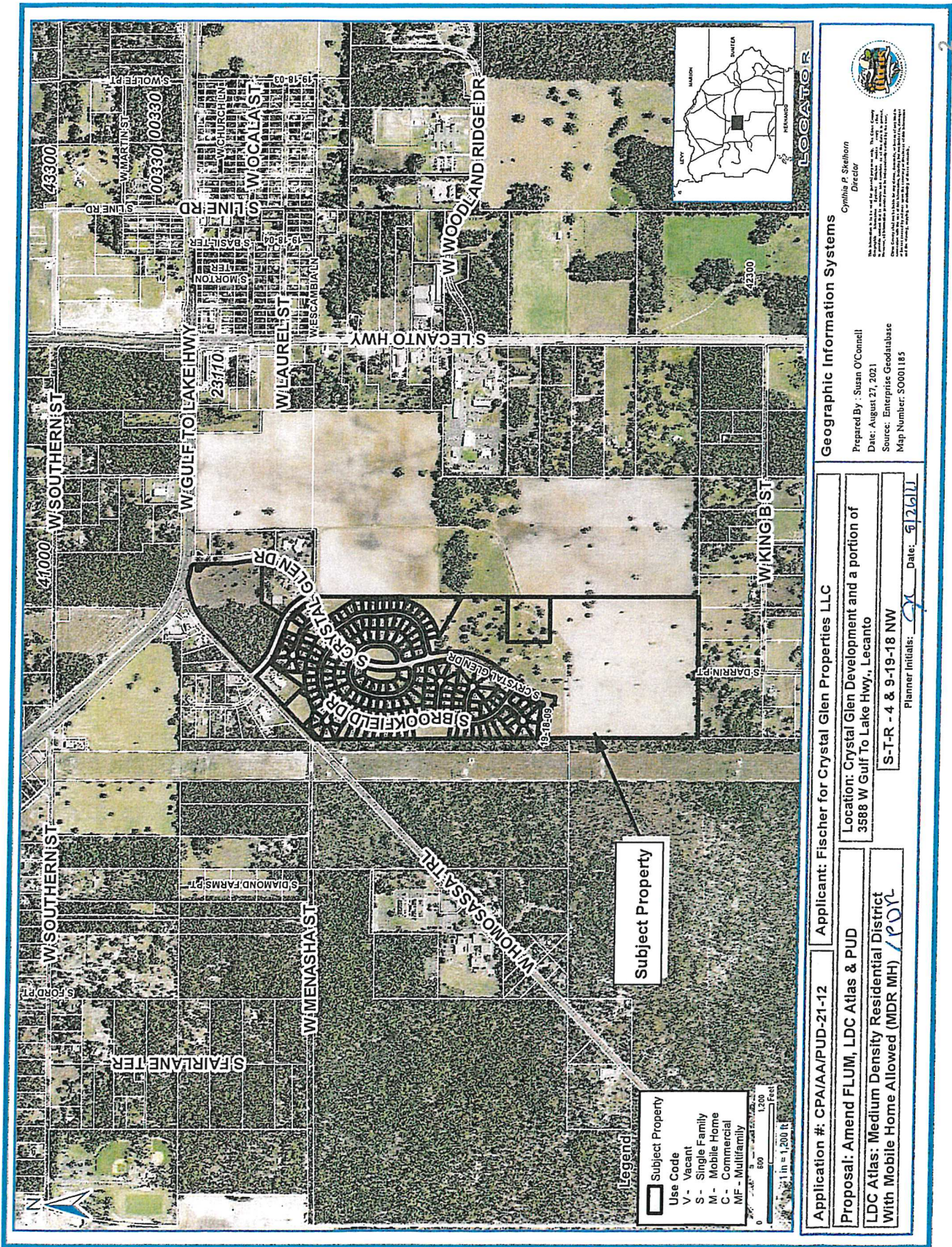




CPA/AA/PUD-21-12

Steven Fischer for Crystal Glen Properties, LLC

Attachment: Planner PP (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

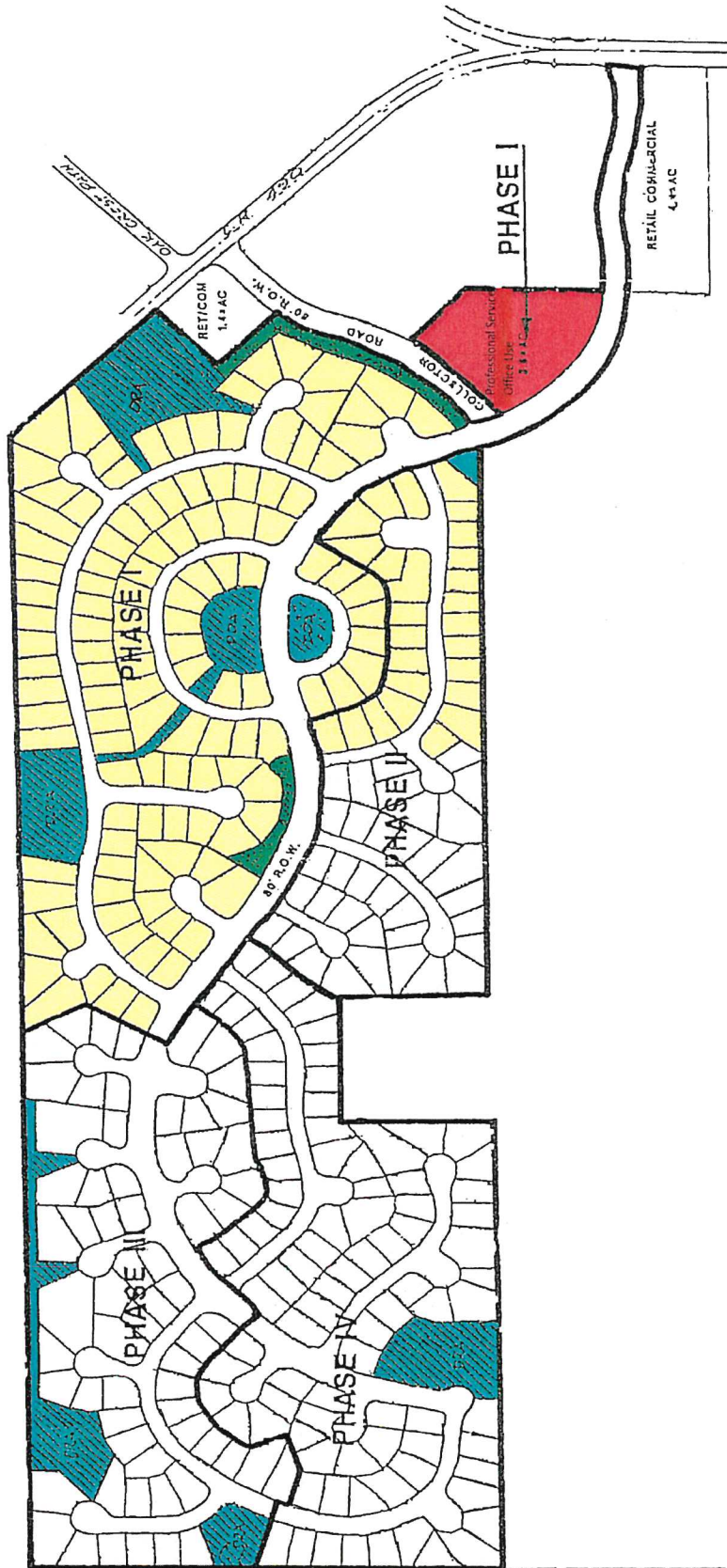


PROJECT PHASING SCHEDULE (RESIDENTIAL ONLY)

Phase I	120	Single Family Lots
Phase II	65	Single Family Lots
Phase III	75	Single Family Lots
Phase IV	90	Single Family Lots
Totals at Project Build-Out	350	Single Family Lots

RESIDENTIAL PHASING PLAN
CONCEPT DEVELOPMENT PLAN

Crystal
Glen



Existing: 165 units constructed, 350 total allowable (density 2.8 du/acre)

Proposed: 429 total allowable (density 3.4 du/acre)



Existing: 60' minimum width, 7400 SF minimum, 9600 SF avg

Proposed: 50' minimum width, 6000 SF minimum

SITE DATA

The Site Data below reflects only those proposed changes by this application

	CRYSTAL GLEN CURRENT APPROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021
SF Residential Lots (existing phase 1 & 2 area)	185	164 (actual # of lots existing)
SF Residential Lots (proposed phases 3 & 4)	165	265
Total SF Residential Lots	350	429
Recreation	3.6 Acres (original recreation complex)	3.8 Acres Passive Recreation Areas
TOTAL SITE AREA	165.3 Acres	170 Acres

Crystal Glen Phase 3 & 4 Proposed Single Family

Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
Front Setback: 20 feet front / 10' side corner lots
Side Setback: 5 feet
Rear Setback: 5 feet

PLAN REVISIONS

DATE	DESCRIPTION

PUD MASTER PLAN

Proposed Modification

August 18, 2021

CRYSTAL GLEN

PHASES 3 & 4

LEICANTO, FLORIDA

CITRUS COUNTY



CITRUS COUNTY

FLORIDA

LAND DEVELOPMENT

1971 East Orchard Street

Palmdale, FL 34101

Phone: 352-437-1112

Fax: 352-437-1113

Website: www.citruscountypa.com

Paul C. Cohen

PA/ADMIN

10000 E. Highway 19

Palmdale, FL 34101

Date:

DATE:

SCALE:

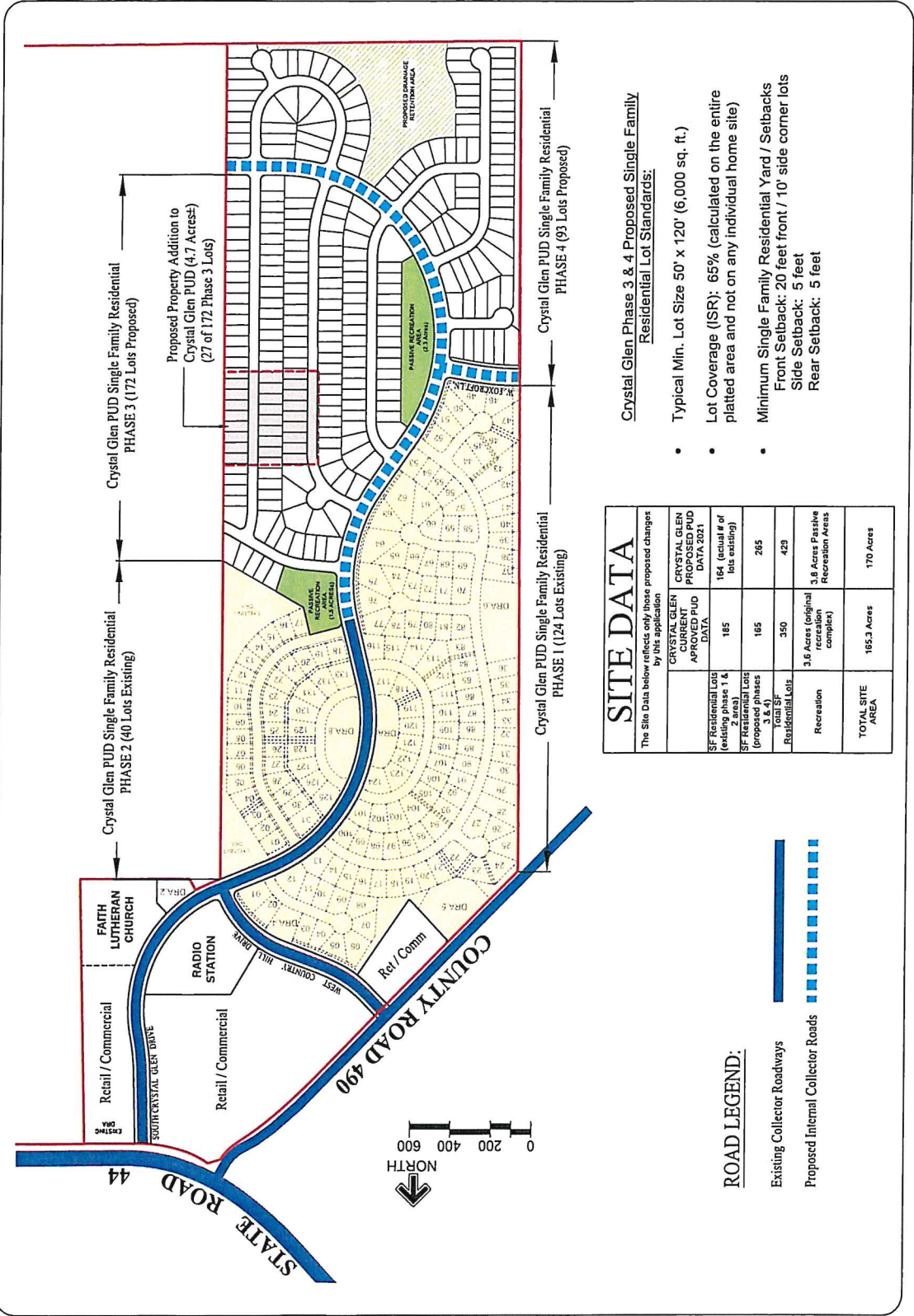
PROJECT:

DESIGNER:

FOCUS:

SHEET

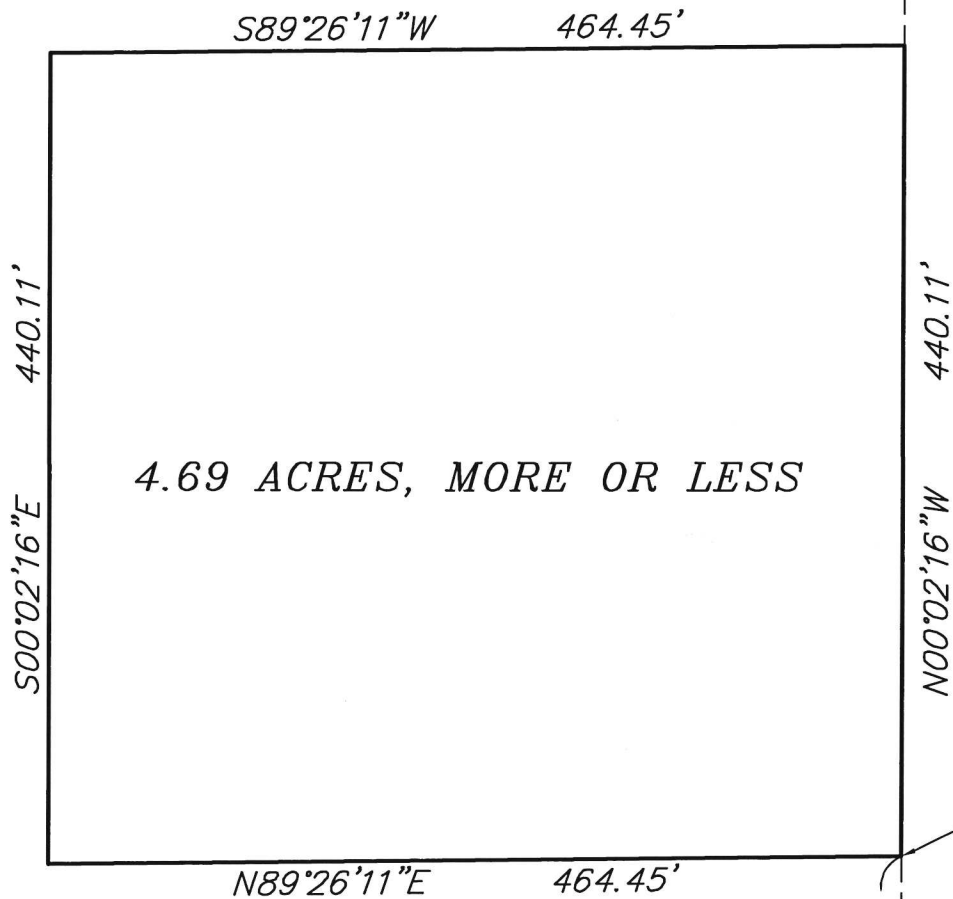
L1 OF 1



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CPA/AA/RD-21-12
AUG 11 2021

DESCRIPTION AND SKETCH FOR STEVE FISCHER

Land Development Division



POINT OF
BEGINNING

BASIS OF BEARINGS
WEST BOUNDARY OF THE SW 1/4 OF SECTION 9

POINT OF COMMENCEMENT
SW CORNER OF THE NW 1/4
OF THE SW1/4 OF SECTION
9, TOWNSHIP 19 SOUTH,
RANGE 18 EAST

SEE OTHER SIDE

A.M. GAUDET & ASSOCIATES INC.

LAND SURVEYING — LAND PLANNING
P.O. BOX 4073 BELLEVUE, FLORIDA 34421
4709 SE 102ND PLACE, SUITE 3 BELLEVUE, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

Job No.: 21-021

Drawing No.: 21021D

Scale: 1" = 100'

Drawn by: JAD

Approved by: AMG

Date Finished: Office: 08/06/21

LEGEND:

■ = FOUND 4"x 4" CONCRETE MONUMENT	⊙ = WELL	(P) = PLAT DIMENSION
● = FOUND 5/8" IRON ROD	⊙ = CENTER LINE	(D) = DESCRIBED OR DEED DIMENSION
⊙ = FOUND NAIL WITH DISK	—o— = FENCE LINE	(R) = RADIAL DIMENSION
⊙ = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316	—v— = LINE NOT DRAWN TO SCALE	(F) = FIELD MEASUREMENT
⊙ = SET 4"x 4" CONCRETE MONUMENT MARKED PCP 5316	A/C = AIR CONDITIONER	(C) = CALCULATED DIMENSION
⊙ = LIGHT POLE	C/B = CONCRETE BLOCK	(CP) = CALCULATED PLAT DIMENSION
⊙ = POWER POLE	FCM = FOUND CONCRETE MONUMENT	R = RADIUS
⊙ = TELEPHONE PEDESTAL	CLF = CHAIN LINK FENCE	L = ARC LENGTH
⊙ = ELECTRIC BOX	S/W = SIDEWALK	T = TANGENT LENGTH
⊙ = WATER METER	R/W = RIGHT-OF-WAY	D = DELTA; CENTRAL ANGLE
⊙ = WATER VALVE	FIRC = FOUND IRON ROD/PIN AND CAP	CH = CHORD LENGTH
—OHE— = OVERHEAD POWER LINE	N/T = NAIL AND TAB	CB = CHORD BEARING
⊙ = FIRE HYDRANT	RLS = REGISTERED LAND SURVEYOR	PCP = PERMANENT CONTROL POINT
⊙:CONC. = CONCRETE	PLS = PROFESSIONAL LAND SURVEYOR	PRM = PERMANENT REFERENCE MONUMENT
x 00.00 = SPOT ELEVATION	LS = LAND SURVEYOR	PT = POINT OF TANGENT
⊙ = TEST HOLE LOCATION (WHEN APPROPRIATE)	LB = LICENSED BUSINESS	PC = POINT OF CURVATURE
	PSM = PROFESSIONAL SURVEYOR AND MAPPER	PI = POINT OF INTERSECTION
	PB = PLAT BOOK	PRC = POINT OF REVERSE CURVATURE
	PG = PAGE	POC = POINT OF COMMENCEMENT
	OR = OFFICIAL RECORDS	POB = POINT OF BEGINNING
	RCP = REINFORCED CONCRETE PIPE	TBM = TEMPORARY BENCH MARK
	CMP = CORRUGATED METAL PIPE	SQ FT = SQUARE FEET
	RCP = REINFORCED CONCRETE PIPE	MEC = MOORHEAD ENGINEERING COMPANY

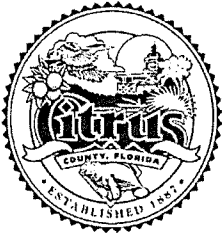
NOTES

1. THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH ARE BASED ON A SURVEY BY CLARK SURVEYING, INC. FOR STERLING HILLS PROPERTIES, LLC DATED 03/21/05, AS PROVIDED BY CLIENT.
2. BEARINGS BASED AN ASSUMED MERIDIAN; SPECIFICALLY THE WEST BOUNDARY OF THE SW 1/4 OF SECTION 9 AS SHOWN HEREON BEING N00°06'48"W.

DESCRIPTION

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N89°26'34"E, 1449.93 FEET; THENCE N00°02'16"W, 1539.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°02'16"W, 440.11 FEET; THENCE S89°26'11"W, 464.45 FEET; THENCE S00°02'16"E, 440.11 FEET; THENCE N89°26'11"E, 464.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.69 ACRES, MORE OR LESS.



PM2-21-97

**DEPARTMENT OF GROWTH MANAGEMENT
2021 SMALL SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION**

APPLICATION NUMBER: CPA/AA/PUD-21-12

Steven Fischer for Crystal Glen Properties, LLC

DATE: August 30, 2021

PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division *JL*

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 amend a Planned Unit Development.

FUTURE LAND USE MAP REQUEST:	From: MDR, Medium Density Residential District To: RMU, Residential Mixed Use District
LAND USE ATLAS MAP REQUEST:	From: MDRMH, Medium Residential District with mobile homes allowed To: PDR, Planned Residential Development AND Amend an existing Planned Unit Development to allow an increase in the overall number of single-family residential lots, with reduced minimum lot sizes, as well as multiple amendments to conditions including traffic study requirements, sidewalks, impervious surface ratio calculation, and access management
LOCATION:	Sections 4 and 9, Township 19 South, Range 18 East; more specifically, the Crystal Glen Master Plan (land use change proposed for a portion of Parcel 14300 lying in Section 9, Township 19 "South, Range 18 East), in the Lecanto area. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 170 acres (total PUD); land use change 4.7 ac
SURROUNDING FUTURE LAND DESIGNATIONS:	North – GNC, General Commercial District South – MDR, Medium Density Residential District East – MDR and GNC Districts West – LDR, Low Density Residential District; and PSO, Professional Services/Office District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – GNC, General Commercial District South – MDRMH, Medium Density Residential District with mobile homes allowed East – MDRMH and GNC Districts West – LDRMH, Low Density Residential District with mobile homes allowed; and PSO, Professional Services/Office District

Attachment: Staff Report and Locator Map (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

SURROUNDING EXISTING LAND USES:	North – W. Homosassa Trail (CR-490) and W. Gulf to Lake Highway (SR-44); Vacant and improved commercial lots on opposite side of roadway South – Vacant and improved residential lots East – Vacant acreage (residential and commercial) West – Vacant residential and commercial lands; Electric corridor
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CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Lake and Arredondo fine sands (0 to 5 percent slopes). Limitations to building site development are slight. The subject property is located primarily in Flood Zone X, with some A flood zone around the existing drainage retention areas, as found on the Flood Insurance Rate Map 12017C0309D.

BACKGROUND – The majority of the subject property is part of the Crystal Glen Master Plan that was approved in 1987 (Z-87-32) and revised in 2013 (AA-12-05). The residential areas of Phase 1 and a portion of Phase 2 of the Plan have been constructed with single-family residential homes, while Phase 1 (commercial), the remainder of Phase 2, and Phases 3 and 4 remain vacant. This application would add an additional 4.7 acres to the PUD and revise the conditions for Phases 3 and 4 to allow continued residential development.

SUMMARY OF AGENCY COMMENTS: This application is a small-scale CPA, and therefore is not required to petition 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

- Sanitary Sewer – The existing residential units utilize County sewer, and County Utilities has provided confirmation that there is available capacity for this project as proposed.
- Potable Water – The existing residential units utilize County water, and County Utilities has provided confirmation that there is available capacity for this project as proposed.
- Solid Waste – The property will continue to utilize commercial solid waste collection with disposal in the Citrus County landfill.
- Drainage – Phase 2 was developed with on-site stormwater ponds, and platting of the new phases will also require that the applicant meet all applicable stormwater standards for the proposed construction. The applicant is proposing to have impervious surface calculated on a plat-wide basis, so will need to address this additional compensation at the time of platting.

Consistency with Comprehensive Plan – The applicant has provided multiple Objectives and Policies 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, although it is expected that there are likely to be protected gopher tortoises on the site which will need to be addressed. 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 3.4 units per acre for the entire residential areas of the PUD, or approximately 3.9 units per acre for Phases 3 and 4 as proposed.

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 major modification, which is addressed appropriately through this application which will be considered by both the PDC and the BCC.

Policy 17.15.9 *The County shall establish standards to address compatibility between adjacent land uses and within neighborhoods and larger districts. Compatibility standards shall address at a minimum, land use density, land use intensity, and buffering. Additional standards may include drainage, landscaping, parking, access, lighting, and signage to ensure that new development and redevelopment is consistent with the character of its environs.*

Staff comment - The applicant has proposed conditions and standards to address compatibility with the area.

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 - The application has noted that none of the proposed roadways serve more than 40 units. Existing PUD condition #10 requires a sidewalk along one side of the main collector road, and the applicant has proposed to keep this condition.

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 as continued phases of an existing PUD. The lots proposed are smaller than those of the developed portion of the PUD, as addressed below, but remain well within allowable density standards.

Environmental – The site is mostly cleared and may have some protected species such as gopher tortoises onsite (see below).

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate an additional 4.7 acres from MDR to RMU on the Future Land Use Map and from MDRMH to PDR on the Land Development Code Atlas Map, to add this area into the adjacent Crystal Glen PUD.
2. The proposed land use is consistent with the Comprehensive Plan, including the policies discussed above.
3. 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 existing access points onto both SR-44 and CR-490, and these would remain. The application proposes to continue development of the PUD in Phases 3 and 4, while adding additional units. Changes are proposed to existing access management conditions as follows:

- Condition 2: Access to adjacent unplatted lands shall be provided to the west, south, and east of the project, at least one of which will be the proposed collector road.

The applicant has noted that the west connection is existing (W Country Hill Drive). It appears the reference to a south connector was to the remaining Phase 3 and 4 areas, as the collector road does not continue further south on the existing master plan.

- Condition 6: ~~The applicant shall prepare a detailed traffic study of SR 44 one quarter mile west of CR 490 to CR 491/SR 44 intersection prior to submission of the preliminary plat. The Developer shall also prepare an improvement plan and construct an[d] redesign of the intersection of CR 490 and SR 44 prior to the request of the first building permit for any commercial establishment on the site.~~

The applicant has proposed removal of this condition, along with the statement, "Note this is no longer applicable as it was before the 4-laning of SR 44, and what was required at the 44/490 intersection was completed back in the 1980s."

- Condition 8 – ~~Acceleration and deceleration lanes shall be provided by the developer, as well as left turn lanes and a traffic signal if warranted by either the Florida Department of Transportation or the Department of Technical Services.~~

The applicant has proposed removal of this condition, along with the statement, "All that was required was accomplished at time of platting of Crystal Glen". Staff disagrees with this statement, as any future commercial development in the commercially-designated area may warrant such improvements. Engineering staff have proposed a rewording of the condition to address this concern as follows:

4. 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.

Impervious Surface/Stormwater: The existing PUD contains standards of 50% impervious surface ratio (ISR) for the residential lots and 80% for the commercial area. These standards are consistent with the LDC standards for the surrounding land uses of MDR and GNC.

The applicant has proposed to allow impervious surface ratio to be calculated on a plat-wide basis, as well as increasing the allowable maximum coverage from 50% to 65% for this residential area. The plat-wide standard has been utilized on some of the newer PUDs in Citrus County and would require stormwater to be constructed on a maximum basis at the time of each plat. Staff has no concerns with this proposal provided the additional stormwater is accommodated.

Landscaping/Buffers: Buffers and landscaping standards were not addressed in the existing PUD, and with this proposal would continue to default to existing LDC standards.

Residential Density/Lot Sizes/Utilities: The existing PUD proposes a total of 350 units, of which 165 lie in undeveloped Phases 3 and 4. The proposed PUD would increase the number of units to a total of 429, with 265 of them lying in Phases 3 and 4. The following outlines the changes proposed:

	<i>Existing approval</i>	<i>Proposed by applicant</i>	<i>Minimum Lot Size</i>
<i>Phases 1 and 2 (existing)</i>	<i>185 units</i>	<i>164 units (reflects existing plats)</i>	<i>7400 SF (average 9,600 SF)</i>
<i>Phase 3 and Phase 4</i>	<i>165 units</i>	<i>265 units</i>	<i>6000 SF (no average)</i>
TOTALS	350 units (2.12 du/ac or 2.8 du/ac in residential area only)	429 units (2.52 du/ac or 3.4 du/ac in residential area only)	

The applicant has noted that not all of the allowable units in Phases 1 and 2 have been constructed, and the platted number of 164 rather than the approved number of 185 units is reflected in this application. The overall proposed density remains less than 3 du/acre, when with regional water and regional sewer the site can accommodate up to 6 du/acre in the RMU land use district.

In order to accommodate these additional units, the applicant has proposed reduced lot sizes. Phases 1 and 2 were constructed with a minimum lot size of 7,400 SF, and an average lot size of 9,600 SF. The new lots are proposed with a minimum lot size of 6,000 SF (50' x 120'), while existing Phases 1 and 2 utilized a minimum lot width standard of 60'.

To accommodate the proposed density, the applicant has continued the condition of connection to regional water and regional sewer. The Development Agreement referenced in existing Condition 3 limited development on the site but has since expired. That said, the applicant can continue to contract with County Utilities utilizing an existing development credit pool and can prepare a new Developer's Agreement or similar mechanism at the time of platting to address central utility service on the site.

Setbacks: With the reduced lot sizes, Phase 3 and Phase 4 would also propose reduced building setbacks. Minimum front setbacks would be reduced from 25' to 20' (corner lots could go to 10' on the second front side), and rear setbacks would be reduced from 10' to 5'. Side setbacks would remain unchanged at 5'. These setbacks as proposed are similar with those of other residential PUDs in the County that provide central water and central sewer.

Pedestrian Circulation/Sidewalks: As noted, the PUD includes a condition that a sidewalk must be provided along one side of the collector roadway. The applicant is proposing to continue this condition and specify that local roadways will also provide a sidewalk along one side.

Recreation/Open Space: The original PUD contained a recreational complex that was modified in 2013 from recreation area to professional services/office use with a telecommunication tower (Ordinance 2013-A03). The applicant has proposed two passive recreation sites on the new plan.

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 consistent with those uses contained within the existing Master Plan.*
- 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. The lots as proposed would be smaller than those of the developed area, with only a minimal*

increase in overall residential density. As such, the uses appear to be compatible with the PUD as proposed.

- 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. **A PUD petition is subject to the following minimum acreage standards:**
 - 1. **A development consisting of a nonresidential development shall contain at least one acre;**
 - 2. **A residential development shall have a minimum of five acres; and**
 - 3. **A mixed-use development shall have a minimum of five acres.**
The site is an existing mixed-use development that meets this standard.
- F. **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.***
- G. **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 existing PUD follows LDC standards, including this requirement.
- H. **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.***
- I. **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 proposed for amendment with the new areas, while still complying with LDC and Comprehensive Plan standards. The setbacks and lot sizes proposed are consistent with other residential PUDs in the County.***

- J. 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 revised site plan date-stamped August 19, 2021, as well as an accompanying narrative description and proposed conditions.***
- K. 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 not requested a deviation from this requirement.***

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 approved, the applicant has requested the following revisions to the existing conditions of approval:

1. The development approval is limited to ~~350~~ 429 dwelling units, ~~a recreational complex two passive recreation sites,~~ and 223,500 square feet of commercial space.
2. Access to adjacent unplatted lands shall be provided to the west, ~~south,~~ and east of the project, at least one of which will be the proposed collector road.
- ~~3. A Development Agreement with the County Utilities Division for the provision of central water and central sewer to the development shall be signed and executed prior to any preliminary plat submittals.~~
3. A developer's agreement or similar mechanism with Citrus County Utilities will take place as part of the platting process for Phases 3 and 4.
4. The minimum dimensional requirements for Phase 1 and 2 of this development shall be as follows:

	Single Family Residential	Retail/ Commercial
Minimum Lot Area	7200 Sq. Ft.	N/A
Minimum Lot Width	60 Feet	N/A
Maximum Lot Coverage (including Accessory Structures)	50%	80%
A. Other Permitted Uses	---	---
Maximum Building Height	2 stories Not to Exceed 30 Feet	42 feet

Minimum Yard Requirements:

A. Front	25 Feet	25 Feet
B. Sides	5 Feet	10 Feet
C. Rear	10 Feet	10 Feet

Other Permitted Uses

1. Front	25 Feet	25 Feet
2. Sides	25 Feet	10 Feet
3. Rear	25 Feet	20 Feet

~~No functional setbacks shall apply under the terms of Section 2202, except for frontages along SR 44 and C 490.~~

5. The minimum dimensional requirements for the residential areas of Phases 3 and 4 of this development shall be as follows:

Single Family
Residential

<u>Minimum Lot Area</u>	<u>6000 Sq. Ft.</u>
<u>Minimum Lot Width</u>	<u>50 Feet</u>
<u>Maximum Lot Coverage*</u> (including Accessory Structures)	<u>65%</u>

- Computed cumulatively on the overall platted area, and not on an individual lot basis.

<u>Maximum Building Height</u>	<u>2 stories</u> <u>Not to Exceed 30 Feet</u>
--------------------------------	--

Minimum Yard Requirements:

A. <u>Front</u>	<u>20 Feet</u>
B. <u>Sides</u>	<u>5 Feet</u>
C. <u>Rear</u>	<u>5 Feet</u>

Other Permitted Uses

A. <u>Front</u>	<u>25 Feet</u>
B. <u>Sides</u>	<u>25 Feet</u>
C. <u>Rear</u>	<u>25 Feet</u>

~~5. Notwithstanding the above, the average lot area in each phase shall be not less than 9,600 square feet and a note shall be added to each plat to this effect.~~

6. Open space shall be increased to 5% of the total residential area to be developed.
7. No direct access shall be permitted for the proposed commercial developments onto C-490 or SR-44.

8. ~~Acceleration and deceleration lanes shall be provided by the developer, as well as left turn lanes and a traffic signal if warranted by either the Florida Department of Transportation or the Department of Public Works.~~
8. 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.
- 9 A sidewalk, constructed according to the ~~Public Works manual~~ LDC standards, shall be located along one (1) side of the main collector road and neighborhood streets.

JLC/cb
sw



Cynthia P. Shelham
Director

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Geographic Information Systems

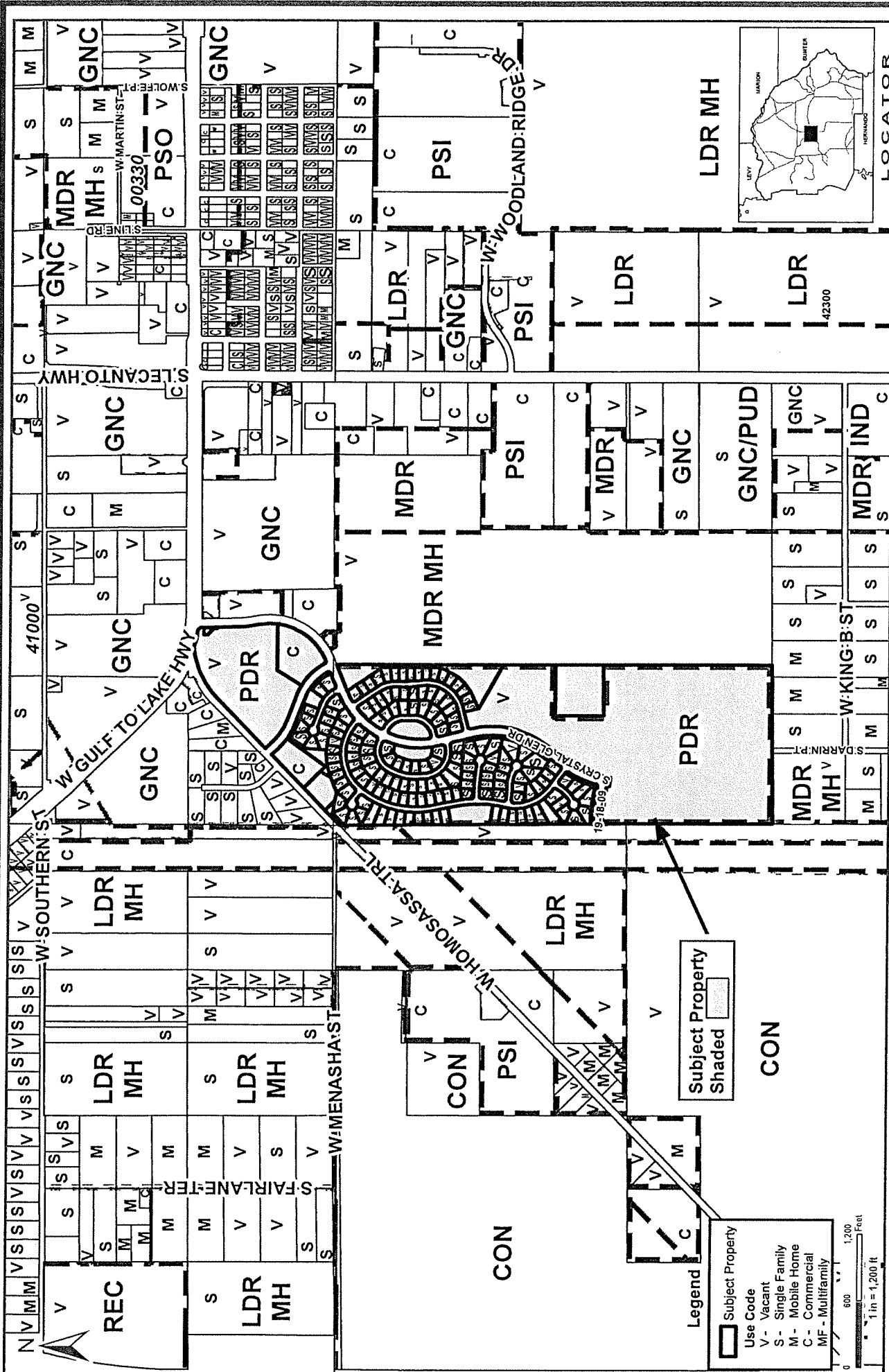
Prepared By : Susan O'Connell
Date: August 27, 2021
Source: Enterprise Geodatabase
Map Number: S0001183

Application #: CPA/AA/PUD-21-12

Applicant: Fischer for Crystal Glen Properties LLC

Location: Crystal Glen Development and a portion of
3588 W Gulf To Lake Hwy., Lecanto

Proposal: Amend FLUM, LDC Atlas & PUD
LDC Atlas: Medium Density Residential District
With Mobile Home Allowed (MDR MH)



Joanna L. Coutu

From: Laura Maier <lauragraced@hotmail.com>
Sent: Wednesday, August 4, 2021 12:18 PM
To: Joanna L. Coutu
Subject: [EXTERNAL]Crystal Glen Expansion

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Hi Joanna,

Here's our input regarding the new phase: 1. The proposed lot sizes are tiny at 50'x120'. Does this meet the zoning requirements? 2. They are not proposing a park or any other recreation area. 3. The proposed front setback is too short and doesn't appear to meet code requirements. Code is 50' front setback from the centerline of the road. 4. Our sewage lift station out front seems to be at capacity, and really needs some odor control upgrades. What is their plan for sewer? The lift station @ Hwy 44 can't handle it without upgrades. We're not against development, but they need to do it right and by the code. 270 new 6,000 square foot lots seems like too much density to me. I'd like to see larger lots and a park included in their plans.

Thank you,
Laura Maier
(352) 422-7432

RECEIVED
AUG - 4 2021
Land Development Division

Attachment: Public input (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

Susan K. Wright

To: Philippe Kapili
Subject: RE: [EXTERNAL]Re: Crystal Glen, CPA/AA/PUD-21-12

From: Philippe Kapili <pkapili@aol.com>
Sent: Thursday, September 2, 2021 1:10 PM
To: Susan K. Wright <Susan.Wright@citrusbocc.com>
Subject: [EXTERNAL]Re: Crystal Glen, CPA/AA/PUD-21-12

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Susan. This is in response to the plan of new homes for Crystal Glen CPA/AA/PUD-21-12 while my wife and I aren't apposed to growth we do have certain things we want to protect our investment . When we talked by phone prior to our HOA meeting I ask you if the developer plans on extending the roads thru Phase 3 and 4 out to south Lecanto road and county road 490 and you said NO . This would be a deal breaker for just about everyone in the existing subdivision now. The developer cant expect the existing home owners to put up with all the existing traffic plus the construction traffic back and forth on one main road, to add to the problem state road 44 going out of the subdivision is a right hand turn only. County road 490 is very busy now and is dangerous coming in or out of because of the dip in the road and the speed on the road. How will this effect our HOA fees we pay now . The existing water, sewer, storm drain, and electric where does it end now and where will the extension be from and where the sizes of all these lines sized to handle the added homes. If these services do have to be changed how will this effect the existing owners. The homes the developer is planning for are also on smaller sized lots also adding to the utility's being under sized if they where not planed on prior phased work . What type of homes will be built low income or what, lot of question. If the developer wants this to happen he will need to bring all his construction in and out thru south Lecanto road into phase 3 and 4 and not open up the road into phase 1 and 2 until phase 3 and 4 are done .

Attachment: Public input (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)

RECEIVED

SEP 02 2021

CPA/AA/PUD-21-12
 Land Development Division

My husband and I moved into our home in Crystal Glen in November of 2020 after looking at many homes throughout Citrus County. The Crystal Glen neighborhood was high on our list for preferred areas because the quietness of the neighborhood, smaller development, the large lot sizes, the quality of the homes, and the overall look of the neighborhood where our neighbors take great pride in their homes.

We have several concerns about the proposed development of phases 3 and 4 in the Crystal Glen Neighborhood CPA/AA/PUD 21-12.

- The proposed lot sizes of 50x120 feet does not match the current lot sizes of phases 1 and 2 in Crystal Glen. The proposed setbacks (front 20 feet, side 5 feet, and rear 5 feet) do not meet the setbacks (front 25 feet, side 7.5 feet, and rear 15 feet) as written in the Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions. The housing density of 265 proposed lots at the proposed size will create a completely different look between phases 1 and 2 and proposed phases 3 and 4.
- The proposed 265 homes will have a great impact on the amount of traffic traveling on Crystal Glen Drive. Currently traffic is gently filtered off of Crystal Glen Drive at W. Northcrest Ct., S. Glen Meadow Loop, S. Brookfield, S. Softwind Loop, and Fieldview Loop. All Traffic from the proposed 265 lots will have to travel along Crystal Glen Drive in order to get to the proposed phases 3 and 4 lots creating a huge increase in traffic along Crystal Glen Drive and all intersections along Crystal Glen.
- The current proposed plan for phases 3 and 4 have a high percentage of lot coverage along with destruction of green space for roads and sidewalks on both sides of the street as which are required by Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions. We are concerned with drainage and water retention areas. Currently, water retention areas are equally spread throughout phases 1 and 2. The proposed water retention area is located in only one area for proposed phases 3 and 4.
- With the proposed lot sizes we are wondering how an at least 1400 square foot dwelling along with a two car garage which is also required according to Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions will look on a 50x120 foot lot multiplied by 265 proposed lots.
- We certainly welcome further development in our neighborhood but any development should match the current look of phases 1 and 2 in Crystal Glen and meet the regulations as written in the Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions.

Thank you for listening to our concerns!

Please feel free to contact us if needed.

Denise Johansen 630-533-3581

Jeff Johansen 630-215-4491

RECEIVED
CPA/AA/PUD-21-12
SEP 20 2021

Land Development Division

Attachment: Public Input on blue (18353 : CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen)



AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PV-21-05 McKenzie Permitting for Diamond Self Storage
AGENDA DATE:	October 07, 2021

BRIEF OVERVIEW:

To vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat, as recorded in Plat Book 20, Pages 63-64, public records of Citrus County, Florida (Section 11, Township 18 South, Range 18 East), lying on N. Modelwood Drive and N. Lecanto Highway, Beverly Hills, Florida.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Conduct a public hearing on October 7, 2021, to review and consider, PV-21-05 McKenzie Permitting for Diamond Self Storage



PM2-21-96

**DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION**

PLAT VACATION APPLICATION NO.: PV-21-05

**Brenda McKenzie for Diamond Self Storage
Property I, LLC**

DATE: August 30, 2021

PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division *JL*

REQUEST AND SUBJECT PROPERTY:	To vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat, as recorded in Plat Book 20, Pages 63-64, public records of Citrus County, Florida (Section 11, Township 18 South, Range 18 East), lying on N. Modelwood Drive and N. Lecanto Highway, Beverly Hills, Florida. A complete legal description is on file with the Land Development Division.
SURROUNDING LAND USE	GNC/PUD, General Commercial District with a Planned Unit Development; MDR/PUD, Medium Density Residential District with a Planned Unit Development; PSO/PUD, Professional Services and Office District with a Planned Unit Development; and RUR/PUD, Rural Residential with a Planned Unit Development, on the Land Development Code (LDC) Atlas; GNC, MDR, PSO, and RMU, Residential Mixed Use District, on the Future Land Use Map.
SURROUNDING AREA	Commercial uses (vacant and improved lots); CR-491 (N. Lecanto Highway); single-family residential lots (vacant and improved)

ANALYSIS

The purpose of this application is to remove multiple utility easements lying on the above-captioned lots to allow development on the site. The property owner has requested a permit to continue mini-storage development in the area, and the permit is pending removal of these easement areas. The site is part of a larger commercial PUD which has been in existence since the 1980s and has been partially developed to date. The site was replatted and the replat retained the easements that were outlined on the older PUD as well as a prior plat from 2002.

Comprehensive Plan Policy 10B.4.3 states:

The vacation of rights-of-way, alleys, roads, or access easements shall only be allowed when principal or secondary access to a parcel of land is not diminished, the location of an existing or future utility is not adversely affected, or the roadway does not serve a public purpose, nor has the potential of being integrated into the transportation system.

Attachment: Staff Report and Locator Map (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

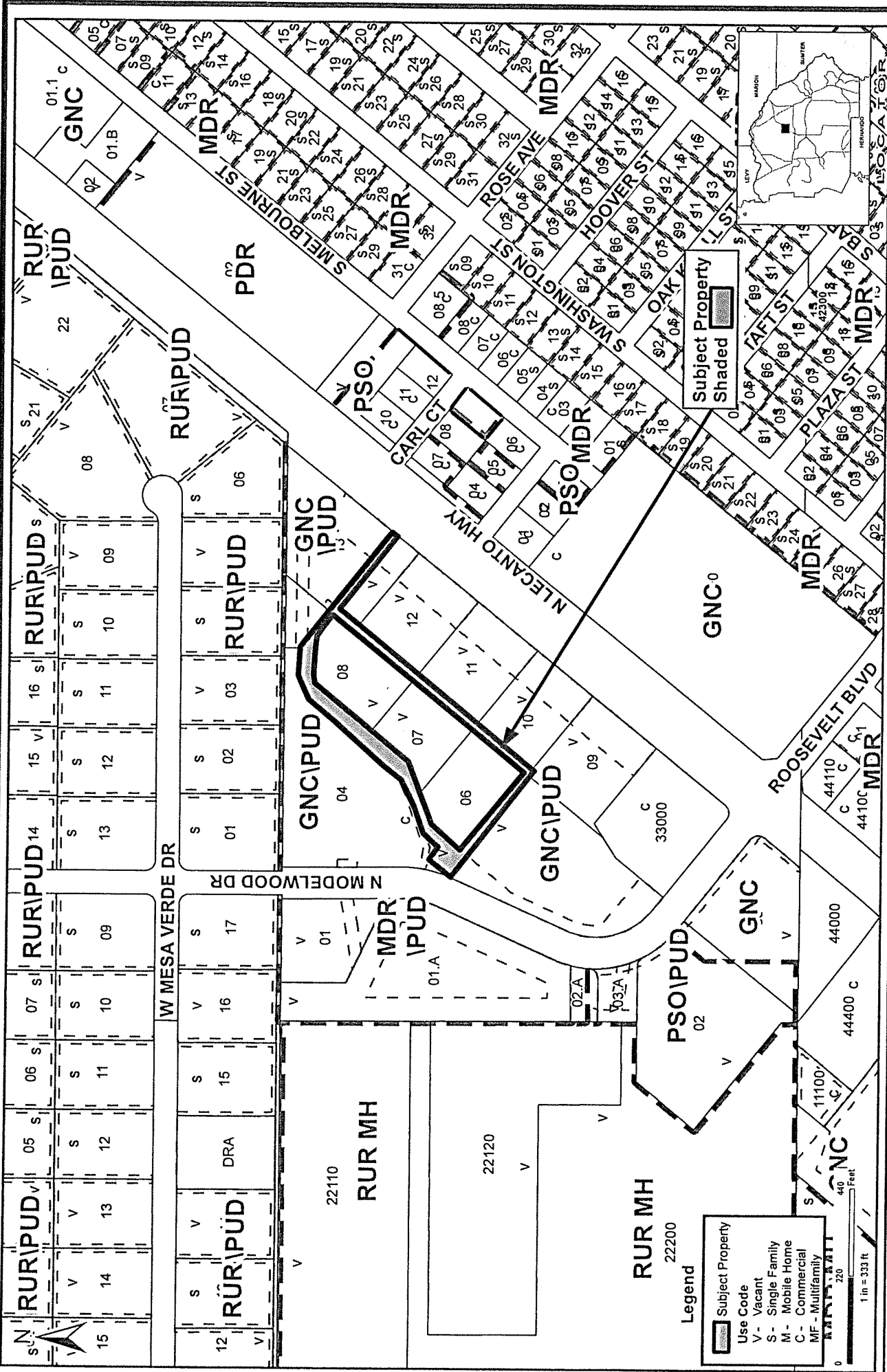
Pursuant to Administrative Regulation No. 13.01-5, this item was routed to the Land Section, Fire Rescue, and Emergency Operation Center/911, which had no objections.

The application has been reviewed by the Citrus County Utilities Division, Land Development Division, Engineering Division, GIS, Survey Section, and the Environmental Health Office (State of Florida). These offices recommend approval of the vacation application as proposed.

Utility companies that service the area had no concerns. The utility company comments are provided with this application.

Based on a review of the application and supporting documentation, it has been determined that this request for a plat vacation is consistent with the Comprehensive Plan and Land Development.

JLC/cb



Geographic Information Systems

Prepared By: William Braunsch
 Date: August 09, 2021
 Source: Enterprise Geodatabase
 Map Number: WB0000641



Application #: PV-21-05

Applicant: Brenda McKenzie for Diamond Self Storage Property 1, LLC

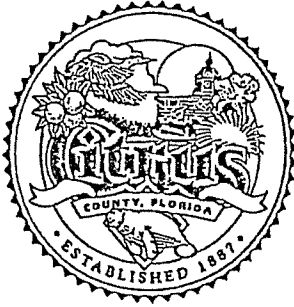
Location: 4105 N. Modelwood Dr. Beverly Hills

S-T-R - 18-18-11 SW

Proposal: To vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat.

and Use Atlas: GNC/PUD General Commercial with a Planned Unit Development

Planner Initials: *[Signature]* Date: *[Date]*



Board of County Commissioners

DEPARTMENT OF GROWTH MANAGEMENT

3600 W. Sovereign Path, Lecanto, FL 34461-8070

(352) 527-5226 Fax (352) 527-5317

Web Address: www.citrusbocc.com

In reply, refer to: PL4-21-56

August 3, 2021

Brenda McKenzie
7232 E. Gospel Island Rd.
Inverness, FL 33450

**RE: PV-21-05- PLAT VACATE, BRENDA MCKENZIE. FOR
DIAMOND SELF STORAGE PROPERTY, LLC**

Dear Ms. McKenzie:

The County Staff made the following recommendations on pending application PV-21-05:

Environmental Health has no objection to PV-21-05; however, this does not exempt the applicant from compliance with other Federal, State, or Local Permitting required for development of this property.

The Utilities Division has no objections to approval with the following comment:

When/if building is constructed, project must connect to Citrus County's central water/sewer system.

The Land Section of the Division of Engineering has no objection to approval.

The Survey Section of the Division of Engineering, (Mark Thomas (352) 527-5544) has no objection to approval.

The Geographic Information Systems (GIS) Division has no objection to approval.

The Engineering Division has no objection to approval with the following conditions/comments:

1. Applicant needs to clarify the request. The application and petition reference the plat of Modelwood Park Plaza (PB 20-PG 63-64). Exhibit A of the proof of publication references the plat of Golden Gate Center (PB 17-PG 36-37).

Administration
Suite 113
(352) 527-5220
FAX 527-5317

Building
Suite 111
(352) 527-5310
FAX 527-5394

Code Compliance
Suite 147
(352) 527-5350
FAX 527-5523

Land Development
Suite 140
(352) 527-5239
FAX 527-5478

Ms. McKenzie
PV-21-05
August 3, 2021
Page 2 of 2

2. Please clarify the specific easement(s) of the plat that are proposed to be vacated.

The Land Development Division has no objection to approval with the following conditions:

1. Inquiry has been sent to Duke Energy for clarification since letter only outlines one easement on-site. This will need to be corrected, and they advised they are reviewing for response.
2. Please clarify exact easements for vacation (i.e., those that also lie on Lots 10, 11, 12, 13 and/or 5, which appear to be outside of building footprint area?)
3. Provide corrected application sheet (references Golden Gate plat in error and AK for already-constructed storage site).

Therefore, I have made the following recommendation on the Plat Vacation application PV-21-05:

(X) APPROVAL WITH CONDITIONS

If you wish to resubmit via email, please contact our office at (352) 527-5239 or email the Land Development Coordinator for this application, Susan Wright, at susan.wright@citrusbocc.com.

Respectfully,



Joanna L. Coutu
Director
Land Development Division
Department of Growth Management

SW

cc: File – PV-21-05

Attachment: Agency Comments (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

**CITRUS COUNTY FIRE RESCUE****Administration Office**

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461

Phone: 352-527-5406 | Fax: 352-527-5404

Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

TO: Joanna Coutu, AICP, Director, Land Development Division

FROM: Craig Stevens, Fire Chief

DATE: July 30, 2021

SUBJECT: Plat Vacation Application Number PV-21-05, Brenda McKenzie for Diamond Self-Storage Property, LLC – vacate multiple utility easements throughout site – part of Modelwood Park Plaza Replat (Section 11, Township 18 South, Range 18 East)

Please be advised that Citrus County Fire Rescue has no objection to the plat vacation as outlined above.

If I can be of further assistance, please do not hesitate to contact me.

Attachment: Agency Comments (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

RECEIVED

JUL 30 2021

PV-21-05

Land Development Division

Mission:

To protect, promote & improve the health
of all people in Florida through integrated
state, county & community efforts

Ron DeSantis

Governor

Scott A. Rivkees, MD

State Surgeon General

HEALTH

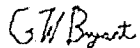
Vision: To be the Healthiest State in the Nation**MEMORANDUM**

DATE: 07/22/2021
TO: Land Development Director
THROUGH: Planning Coordinator(s)
FROM: Environmental Health Director, Glenn "Will" Bryant
SUBJECT: No Objection to PV-21-05

Environmental Health has no objection to PV-21-05, however, this does not exempt the applicant from compliance with other Federal, State, or Local Permitting required for development of this property.

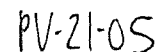
If further information is needed, please ask.

Sincerely,



Will Bryant
 Environmental Health Director
 Environmental Health
 3600 West Sovereign Path Suite 194
 Lecanto, FL 34461
 Phone 352-513-6102 Fax 352-527-5316





Attachment: Agency Comments (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

**Florida Department of Health
 in Citrus County**

3700 West Sovereign Path • Lecanto, FL 34461-8071
 PHONE: 352/527-0068 • FAX: 352/527-0629

FloridaHealth.gov



Accredited Health Department
 Public Health Accreditation Board

Joanna L. Coutu

From: Thompson, Devyn <DThompson@sheriffcitrus.org>
Sent: Friday, August 6, 2021 4:39 PM
To: Joanna L. Coutu
Subject: [EXTERNAL]PV-21-05
Attachments: PV-21-05.pdf

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

The Citrus County Sheriff's Office has no objection to Plat Vacation Application Number PV-21-05.

Devyn Thompson

9-1-1 Coordinator

Citrus County Sheriff's Office
 3549 Saunders Way

Lecanto, FL 34461
 +1 (352) 249-2702 Office

<http://www.sheriffcitrus.org/images/CCSO_S_Logo_250.png>

Follow us: Facebook <<https://www.facebook.com/sheriffcitrus>> / Twitter

<<https://www.twitter.com/sheriffcitrus>> / Instagram

<<https://www.instagram.com/sheriffcitrus>> / YouTube

<<https://www.youtube.com/user/sheriffs1043>>

Attachment: Agency Comments (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)



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

STREET/PLAT VACATION APPLICATION

Application No.: PV-21-05 Date: 1-11-2021

* Agent for Petitioner.

Applicant*

Name: BRENDA MCKENZIE

Address: 1232 E. GOSPEL ISLAND RD.

City: INVERNESS

State: FLORIDA Zip: 34450

Home No.: 726-0889 Cell No.: 601-0942

Work No.: 726-0889 Fax No.: N/A

Email: mckenziepermitting@gmail.com

Petitioner(s)

Name: DIAMOND SELF STORAGE

Name: PROPERTY LLC

Address: 1268 BAYSHORE BLVD.

City: DUNEDIN

State: FLORIDA Zip: 34698

Home No.: — Cell No.: 727-515-3475

Work No.: 727-515-3475 Fax No.: —

Email: Shannon.Smith@all-factsarefriendly.co

Property Description: Section: 11 Township: 18 South Range: 18 East

Legal Description: SEE ATTACHED

Subdivision: MODELWOOD PARK PLAZA Lot(s): — Block/Parcel: —

Alternate Key #: 2910685 Parcel ID: 18E18S11O1000040

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 (purpose of vacation): N/A

Directions to the Property from Lecanto: 4.91 NORTH TO MODELWOOD TURN
LEFT - SITE IS ON RIGHT

I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: Brenda McKenzie

STATE OF FLORIDA
COUNTY OF CITRUS

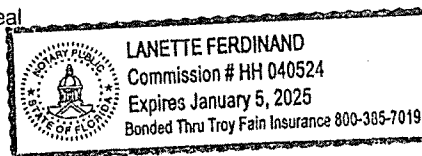
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Brenda McKenzie, who is personally known to me or provided — as identification and who did not take an oath.

WITNESS my hand and official Seal this 8 day of March, 2021

Printed Name

Notary Public - State of Florida

Seal



For Staff Use Only

Date: 6/3

Time: 2:00 pm

Initials: —

Phone Company: —

Water Provider: —

Gas Provider: —

Required for Plat Vacations: —

Cable TV: —

Sewer Provider: —

Ownership and Encumbrance Report: —

Proof of Publication: —

Electric Service: —

Mosquito Control: —

Proof of Paid Taxes: —

* O & E to be submitted next week

PV-21-05



July 30, 2021

Brenda McKenzie
McKenzie Permitting & Consulting LLC.
7232 E Gospel Island Rd.
Inverness FL 34450

Re: Easement Vacate: Diamond Storage AKA Golden gate Center

Please be advised that Charter Communications has no objection to the easement vacate proposed on your request. I have enclosed your original request for your reference. Please let me know if I can be of further assistance.

Sincerely,

John Smith
Construction Coordinator
Charter Spectrum

MAILED
JUL 31 2021
FBI - TAMPA
1000

Attachment: Applicant Submittal (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

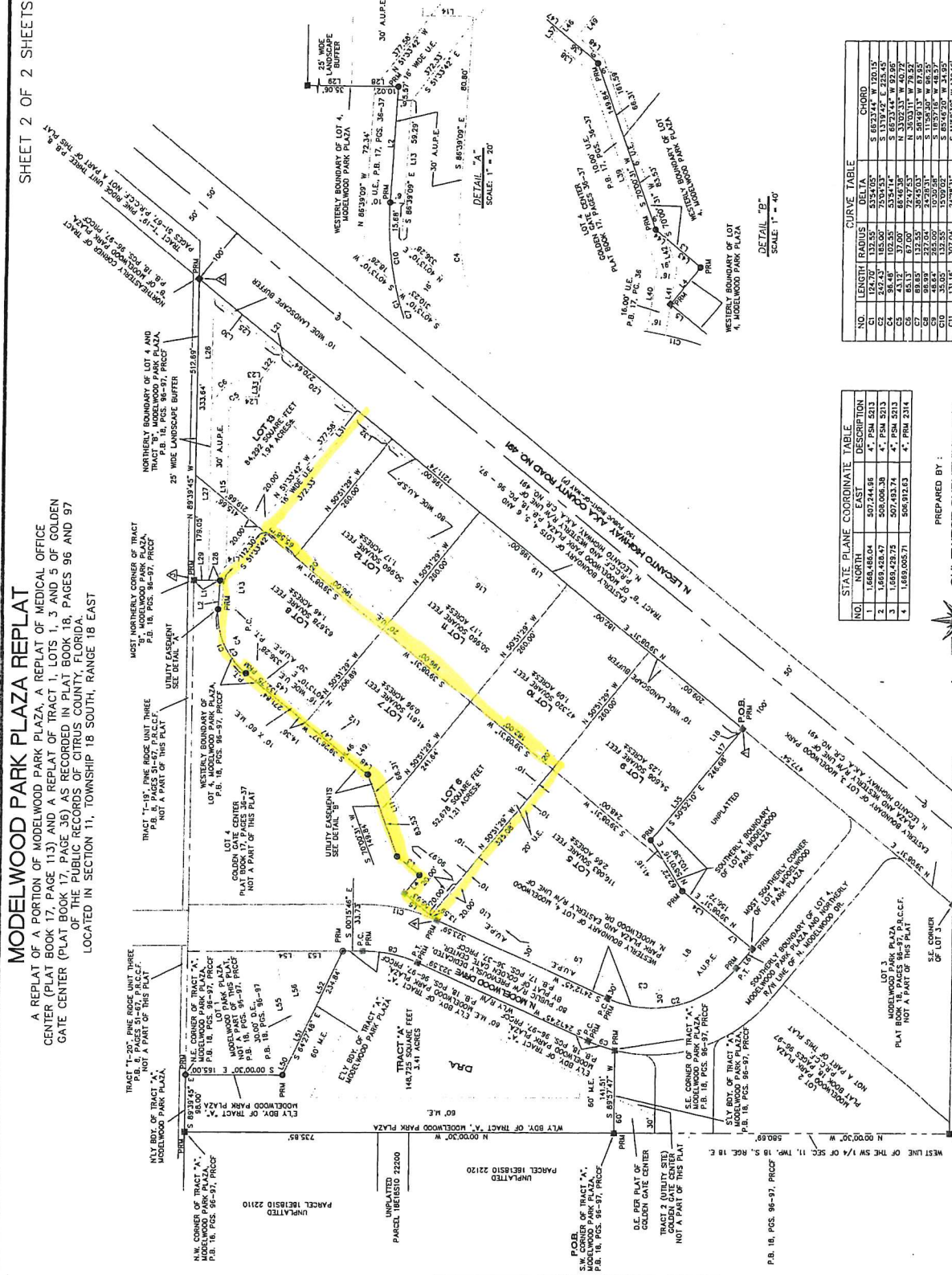
MODELWOOD PARK PLAZA REPLAT

A REPLAT OF A PORTION OF MODELWOOD PARK PLAZA, A REPLAT OF MEDICAL OFFICE CENTER (PLAT BOOK 17, PAGE 113) AND A REPLAT OF TRACT 1, LOTS 1, 3 AND 5 OF GOLDEN GATE CENTER (PLAT BOOK 17, PAGE 36) AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LOCATED IN SECTION 11, TOWNSHIP 18 SOUTH, RANGE 18 EAST

SHEET 2 OF 2 SHEETS



LINE	LENGTH	BEARING
L1	4.58	S 00°31'11" W
L2	1.00	S 00°00'00" W
L3	56.25	S 31°10'08" W
L4	64.45	N 55°24'24" W
L5	42.28	S 55°24'24" W
L6	75.00	S 33°05'31" W
L7	122.00	S 55°24'24" E
L8	250.48	S 33°05'31" W
L9	156.87	S 33°05'31" W
L10	250.48	S 33°05'31" W
L11	156.87	S 33°05'31" W
L12	250.48	S 33°05'31" W
L13	156.87	S 33°05'31" W
L14	250.48	S 33°05'31" W
L15	156.87	S 33°05'31" W
L16	250.48	S 33°05'31" W
L17	156.87	S 33°05'31" W
L18	250.48	S 33°05'31" W
L19	156.87	S 33°05'31" W
L20	250.48	S 33°05'31" W
L21	156.87	S 33°05'31" W
L22	250.48	S 33°05'31" W
L23	156.87	S 33°05'31" W
L24	250.48	S 33°05'31" W
L25	156.87	S 33°05'31" W
L26	250.48	S 33°05'31" W
L27	156.87	S 33°05'31" W
L28	250.48	S 33°05'31" W
L29	156.87	S 33°05'31" W
L30	250.48	S 33°05'31" W
L31	156.87	S 33°05'31" W
L32	250.48	S 33°05'31" W
L33	156.87	S 33°05'31" W
L34	250.48	S 33°05'31" W
L35	156.87	S 33°05'31" W
L36	250.48	S 33°05'31" W
L37	156.87	S 33°05'31" W
L38	250.48	S 33°05'31" W
L39	156.87	S 33°05'31" W
L40	250.48	S 33°05'31" W
L41	156.87	S 33°05'31" W
L42	250.48	S 33°05'31" W
L43	156.87	S 33°05'31" W
L44	250.48	S 33°05'31" W
L45	156.87	S 33°05'31" W
L46	250.48	S 33°05'31" W
L47	156.87	S 33°05'31" W
L48	250.48	S 33°05'31" W
L49	156.87	S 33°05'31" W
L50	250.48	S 33°05'31" W
L51	156.87	S 33°05'31" W
L52	250.48	S 33°05'31" W
L53	156.87	S 33°05'31" W
L54	250.48	S 33°05'31" W
L55	156.87	S 33°05'31" W
L56	250.48	S 33°05'31" W



STATE PLANE COORDINATE TABLE	
NO.	EAST
1	1,688,485.04
2	1,688,485.04
3	1,688,485.04
4	1,688,485.04

PREPARED BY:
GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
9469 W. GREEN BAY LANE
CRYSTAL RIVER, FLORIDA 34428
PH: 352.363.1232 FAX: 352.363.1253

CURVE TABLE	
NO.	LENGTH
1	1,688,485.04
2	1,688,485.04
3	1,688,485.04
4	1,688,485.04

Home Parcel Search ▼

Altkey: 2970685

Parcel ID: 18E18S110100 0040

DIAMOND SELF STORAGE PROPERTY I LLC

4239 N MODELWOOD DR , BEVERLY HILLS

1 of 1

Return to Search Results

My Tax Year: 2021 ▼

Citrus County Property Appraiser, Cregg E. Dalton

Legal

Land & Agriculture

Residential

Commercial

Misc Improvements

Values

Sketch

Photos

Permits

Quick Links

Map

Pictometry

PC Code 4800 - WAREH/DIST TERM
 Bldg Counts Res 0 / MH 0 / Comm 10
 Nbhd 0191 - FOREST RIDGE BLVD SOUTH TO HWY 486
 Tax District 000B - BEVERLY HILLS
 Subdivision 003155 - GOLDEN GATE CENTER
 Short Legal GOLDEN GATE CENTER PB 17 PG 36 & 37 LOT 4 AKA
 TRACT C: COMAT THE SW COR OF THE SW1/4 OF SEC
 11-18-18, TH N 0D 00M 30SW AL THE W LN OF THE
 SW1/4 OF SD SEC 11, 1316.57 FT TO A PT
 Est. Parcel Sqft 123,658
 Est. Parcel Acres 2.84
 Map SC-TW-RG 11-18S-18E

Actions

Neighborhood Sales
 Printable Summary
 Printable Version

Reports

Attribute Export
 Mailing List
 Property Record Card
 Original Trim Notice

Go

Mailing Address

Name DIAMOND SELF STORAGE PROPERTY I LLC
 Mailing Address 1268 BAYSHORE BLVD
 DUNEDIN FL 34698

Links

Search Help

All Owners

Name	Owner Type
DIAMOND SELF STORAGE PROPERTY I LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	\$179,540	\$1,650,540	\$1,830,080	\$1,830,080		\$0 \$1,830,080	\$0	\$27,700.15	Link
2019	\$217,340	\$1,607,070	\$1,824,410	\$1,824,410		\$0 \$1,824,410	\$0	\$27,997.60	Link

Special Assessment

Project #	Description	Amount
0131	FIRE SERVICES ASSESSMENT	\$1,102.86

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
03/17/2016	\$3,150,000	2747/1587	00-WARRANTY DEED	I
12/01/2001	\$100	1482/0699	01-CORRECTIVE/QC/TD/COT	V
12/01/2001	\$240,000	1476/1340	00-WARRANTY DEED	V
12/01/2001	\$100	1476/1338	02-MIN DOC STAMP (\$100)	V
08/01/2000	\$100,000	1379/2291	00-WARRANTY DEED	V

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
06/28/2017	201706676	A/C change out; N.O.C. not applicable	\$4,600	
09/19/2016	201608914	A/C CHANGE OUT *** NON RESIDENTIAL *** NOC N/A ***	\$3,500	
08/01/2002	200201958	BLDG A	\$415,350	01/10/2003
07/01/2001	200105528	BLDG B	\$415,350	
07/01/2001	200105529	BLDG C	\$198,180	
03/01/2001	200101734	SITE PLAN-SELF STORAGE	\$100	03/03/2003

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	1000-COMMERCIAL OFF HWY	S-SQUARE FOOT	123,684.00		.0				GNC

Miscellaneous Improvements

--	--	--	--	--	--	--	--	--	--

PV-21-05

Building #	Line	Description	Year Built	L	W	Units	Area	Value
0	1	CURBING-[2-LINEAL]	2002			1	181	
0	2	PAVING ASPHALT-[1-SF]	2002			1	26,886	
0	3	RETAINING WALL WOOD 4'-[2-LINEAL]	2002			1	1,180	
0	4	CHAIN LINK FENCE-[1-SF]	2002			1	3,456	
0	5	OPEN ORNAMENTAL FENCE-[2-LINEAL]	2002			1	360	

							Total Misc Value
--	--	--	--	--	--	--	------------------

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 Last Updated: 02/Mar/2021
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PV-21-05



AT&T SE FLORIDA
Engineering Department
400 SW 2nd Avenue

Phone: 352 371-5294
Fax No.: 352 264-7740
Email: db0239@att.com

Gainesville, FL 32601

To whom it may concern.

Att has no objection to vacate any recorded easement for AT&T in the GOLDEN GATE CENTER, PLAT BOOK 17 PAGES 36-37. This No Objection refers to this defined area only.

Please contact me with any questions.

Thank you,

Duke Brethouwer

Manager OSP Planning and Design Engineer
AT&T Southeast-Florida Engineering

AT&T
400 SW 2nd Av, Room 153, Gainesville, FL 32601
O:352-371-5294
M:352-226-6606 / DB0239@ATT.COM

RECEIVED
PV-21-05
JUL 23 2021

Land Development Division

Attachment: Applicant Submittal (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)



21April2021

To Whom It May Concern;

Florida Public Utilities has no objection to the vacate of any/all ROWs or easements associated with Altkey parcel 2970685, 4239 N Modelwood Dr, Beverly Hills FL. Florida Public Utilities has no buried facilities in that location and releases any future access to the location.

Thank you

A handwritten signature in black ink, appearing to read "P Zimmer".

Philip Zimmer

Gas Operations Supervisor

Florida Public Utilities

3050 N Florida Ave

Hernando FL 34442

Attachment: Applicant Submittal (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

PV-21-05



CITRUS COUNTY MOSQUITO CONTROL DISTRICT

Commissioners:
Stephanie Adams
Aj Green
Joe Adams



Director:
George Deskins

May 13, 2021

Ms. Brenda McKenzie
McKenzie Permitting & Consulting, LLC.
7232 E. Gospel Island Rd.
Inverness, FL. 34450

RE: Easement vacation: Vacate platted undeveloped easement at Golden Gate Center, Plat Book 17 pages 36-37.

Dear Ms. McKenzie,

The Citrus County Mosquito Control District has no easements, utilities, or structures which will be impacted by this request for vacation.
We have no objection with the request as stated.

Sincerely,

George Deskins
Director



Board of County Commissioners

DEPARTMENT OF GROWTH MANAGEMENT

LAND DEVELOPMENT DIVISION

3600 W. Sovereign Path, Suite 140

Lecanto, FL 34461

Telephone: (352) 527-5239 Fax (352) 527-5428

Toll Free (352) 489-2120 TTY (352) 527-5312

Web Address: www.citrusbocc.com

PETITION

TO: THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA:

The undersigned, hereby petitions this Board to close, vacate, abandon, and discontinue (that, those) certain street(s), road(s), alleyway(s) delineated on the recorded plat of Modelwood Park, recorded in Plat Book 20, Page 64, public records of Citrus County, Florida, described on the attached Exhibit "A", which is hereby made a part hereof by reference; that petitioner would not inconvenience anyone for the same to be closed, that Petitioner recognizes, acknowledges and accepts the reservation by said County, the right to create any easements upon said vacated lands as may be necessary to further and/or preserve the public health, safety, and welfare, and that Petitioner will pay the expense of public notice of the hearing to determine the advisability of closing the same.

WHEREFORE, the undersigned petitions this Board to call a public hearing at Petitioner's expense to determine the viability of closing said street(s), road(s) alleyway(s) and that, upon such a hearing, this Board will determine that the same should be closed and adopt an appropriate Resolution closing, vacating, abandoning and discontinuing the same, and renouncing and disclaiming any right of Citrus County and the public in and to any land delineated on the recorded plat of said, except for the reservation of the right to any easements as may be found necessary, by the Board of County Commissioners, to further and/or preserve the public health, safety, and welfare.

Brenda McKenzie
Petitioner
AGENT

PV-21-05



452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

Aug. 20, 2021

Via email: JOANNA.COUTU@citrusbocc.com

Ms. Joanna L. Coutu, AICP
Director
Citrus County Land Development Division
3600 W. Sovereign Path, Suite 140
Lecanto, Fl. 34461

**RE: Vacation of Platted Easements/Right Of Ways
Modelwood Park Plaza
Citrus County, Florida**

Dear Ms. Coutu:

Please be advised that Duke Energy, Distribution and Transmission Departments have “**no objection**” to the vacation and abandonment of the yellow highlight areas as shown on the accompanying Exhibit “A” attached hereto and by this reference made a part hereof.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist

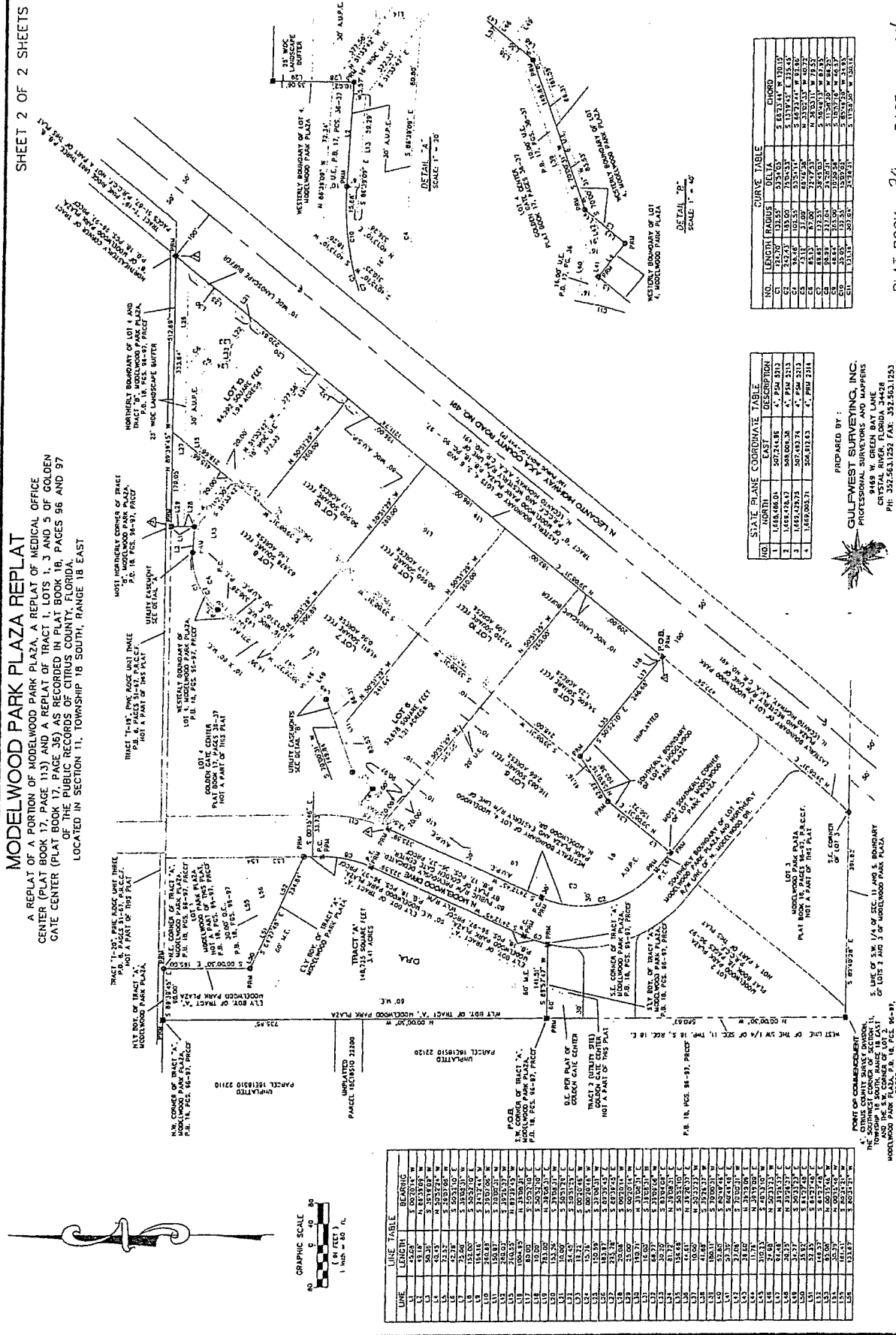
RECEIVED
AUG 20 2021
Land Development Division

Attachment: Applicant Submittal (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

MODELWOOD PARK PLAZA REPLAT

A REPLAT OF A PORTION OF MODELWOOD PARK PLAZA, A REPLAT OF MEDICAL OFFICE CENTER (PLAT BOOK 17, PAGE 113) AND A REPLAT OF TRACT 1, LOTS 1, 3 AND 5 OF GOLDEN GATE CENTER (PLAT BOOK 17, PAGE 36) AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LOCATED IN SECTION 11, TOWNSHIP 18 SOUTH, RANGE 18 EAST

SHEET 2 OF 2 SHEETS



LINE	BEARING	DISTANCE
1	S 89°15'00" E	10.00
2	S 89°15'00" E	10.00
3	S 89°15'00" E	10.00
4	S 89°15'00" E	10.00
5	S 89°15'00" E	10.00
6	S 89°15'00" E	10.00
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87	S 89°15'00" E	10.00
88	S 89°15'00" E	10.00
89	S 89°15'00" E	10.00
90	S 89°15'00" E	10.00
91	S 89°15'00" E	10.00
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94	S 89°15'00" E	10.00
95	S 89°15'00" E	10.00
96	S 89°15'00" E	10.00
97	S 89°15'00" E	10.00
98	S 89°15'00" E	10.00
99	S 89°15'00" E	10.00
100	S 89°15'00" E	10.00

NO.	NORTH	EAST	DESCRIPTION
1	1.618,662.0	507,744.95	C. 7, P.M. 2113
2	1.618,662.0	507,744.95	C. 7, P.M. 2113
3	1.618,662.0	507,744.95	C. 7, P.M. 2113
4	1.618,662.0	507,744.95	C. 7, P.M. 2113

NO.	LENGTH	RADIUS	DELTA	CHORD
1	10.00	500.00	36.00	6.43
2	10.00	500.00	36.00	6.43
3	10.00	500.00	36.00	6.43
4	10.00	500.00	36.00	6.43
5	10.00	500.00	36.00	6.43
6	10.00	500.00	36.00	6.43
7	10.00	500.00	36.00	6.43
8	10.00	500.00	36.00	6.43
9	10.00	500.00	36.00	6.43
10	10.00	500.00	36.00	6.43
11	10.00	500.00	36.00	6.43
12	10.00	500.00	36.00	6.43
13	10.00	500.00	36.00	6.43
14	10.00	500.00	36.00	6.43
15	10.00	500.00	36.00	6.43
16	10.00	500.00	36.00	6.43
17	10.00	500.00	36.00	6.43
18	10.00	500.00	36.00	6.43
19	10.00	500.00	36.00	6.43
20	10.00	500.00	36.00	6.43
21	10.00	500.00	36.00	6.43
22	10.00	500.00	36.00	6.43
23	10.00	500.00	36.00	6.43
24	10.00	500.00	36.00	6.43
25	10.00	500.00	36.00	6.43
26	10.00	500.00	36.00	6.43
27	10.00	500.00	36.00	6.43
28	10.00	500.00	36.00	6.43
29	10.00	500.00	36.00	6.43
30	10.00	500.00	36.00	6.43
31	10.00	500.00	36.00	6.43
32	10.00	500.00	36.00	6.43
33	10.00	500.00	36.00	6.43
34	10.00	500.00	36.00	6.43
35	10.00	500.00	36.00	6.43
36	10.00	500.00	36.00	6.43
37	10.00	500.00	36.00	6.43
38	10.00	500.00	36.00	6.43
39	10.00	500.00	36.00	6.43
40	10.00	500.00	36.00	6.43
41	10.00	500.00	36.00	6.43
42	10.00	500.00	36.00	6.43
43	10.00	500.00	36.00	6.43
44	10.00	500.00	36.00	6.43
45	10.00	500.00	36.00	6.43
46	10.00	500.00	36.00	6.43
47	10.00	500.00	36.00	6.43
48	10.00	500.00	36.00	6.43
49	10.00	500.00	36.00	6.43
50	10.00	500.00	36.00	6.43
51	10.00	500.00	36.00	6.43
52	10.00	500.00	36.00	6.43
53	10.00	500.00	36.00	6.43
54	10.00	500.00	36.00	6.43
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56	10.00	500.00	36.00	6.43
57	10.00	500.00	36.00	6.43
58	10.00	500.00	36.00	6.43
59	10.00	500.00	36.00	6.43
60	10.00	500.00	36.00	6.43
61	10.00	500.00	36.00	6.43
62	10.00	500.00	36.00	6.43
63	10.00	500.00	36.00	6.43
64	10.00	500.00	36.00	6.43
65	10.00	500.00	36.00	6.43
66	10.00	500.00	36.00	6.43
67	10.00	500.00	36.00	6.43
68	10.00	500.00	36.00	6.43
69	10.00	500.00	36.00	6.43
70	10.00	500.00	36.00	6.43
71	10.00	500.00	36.00	6.43
72	10.00	500.00	36.00	6.43
73	10.00	500.00	36.00	6.43
74	10.00	500.00	36.00	6.43
75	10.00	500.00	36.00	6.43
76	10.00	500.00	36.00	6.43
77	10.00	500.00	36.00	6.43
78	10.00	500.00	36.00	6.43
79	10.00	500.00	36.00	6.43
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81	10.00	500.00	36.00	6.43
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86	10.00	500.00	36.00	6.43
87	10.00	500.00	36.00	6.43
88	10.00	500.00	36.00	6.43
89	10.00	500.00	36.00	6.43
90	10.00	500.00	36.00	6.43
91	10.00	500.00	36.00	6.43
92	10.00	500.00	36.00	6.43
93	10.00	500.00	36.00	6.43
94	10.00	500.00	36.00	6.43
95	10.00	500.00	36.00	6.43
96	10.00	500.00	36.00	6.43
97	10.00	500.00	36.00	6.43
98	10.00	500.00	36.00	6.43
99	10.00	500.00	36.00	6.43
100	10.00	500.00	36.00	6.43

PREPARED BY:
GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
409 W. GREEN BAY LANE
CORPUS CHRISTI, TEXAS 78401
PH: 352.563.1222 FAX: 352.563.1223

PV-21-05



Ownership and Encumbrance Report

Order No.: 9646811
Customer Reference Number CR312107012

Addressee:
LandCastle Title Group, LLC dba Wollinka-Wikle Title
7076 W. Gulf to Lake Highway
Crystal River, FL 34429
352-564-0220 Ext.7213
352-563-1319

Commonwealth Land Title Insurance Company has caused to be made a search of the Public Records of Citrus County, Florida, ("Public Records"), from 03/17/2016, through 06/30/2021 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

formerly described as:

Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11, a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said Plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39°19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W. along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

DIAMOND SELF STORAGE PROPERTY I, LLC, A FLORIDA LIMITED LIABILITY COMPANY

The following liens against the said real property recorded in the aforesaid Public Records have been found:

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

Order No.: 9646811
Customer Reference Number CR312107012

Chain of Title Information:

- A. Warranty Deed recorded in Official Records Book 2747, Page 1587.

Mortgage Information:

- A. Mortgage recorded in Official Records Book 2747, Page 1594.
B. Assignment of Rents recorded in Official Records Book 2747, Page 1604.
C. UCC Financing Statement recorded in Official Records Book 2752, Page 155.

Judgment/Lien Information:

- A. None.

Additional Information:

- A. Affidavit recorded in Official Records Book 2747, Page 1590.

Tax Information:

NOTE: 2020 Real Property Taxes in the gross amount of \$27,700.15 are Paid, under Tax I.D. No. 18E18S110100 0040.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Commonwealth Land Title Insurance Company agent for the purpose of issuing a Commonwealth Land Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Commonwealth Land Title Insurance Company

Michele Bair

Michele Bair - michele.bair@fnf.com

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

Order No.: 9646811
Customer Reference Number CR312107012

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2970685		000B

DIAMOND SELF STORAGE PROPERTY
I LLC
1268 BAYSHORE BLVD
DUNEDIN, FL 34698

4239 N MODELWOOD DR
GOLDEN GATE CENTER PB 17 PG 36 & 37 LOT 4 AKA
TRACT C: C
See Additional Legal on Tax Roll
Exemptions:

MAILING ADDRESS: 210 N. APOPKA AVE., SUITE 100 • INVERNESS, FL 34450-4298 • (352) 341-6500

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	MILLAGE RATE	TAXES LEVIED
General County	1,830,080	0	1,830,080	6.2176	11,378.71
Transportation Trust	1,830,080	0	1,830,080	0.5988	1,095.85
Health Department	1,830,080	0	1,830,080	0.0651	119.14
Library	1,830,080	0	1,830,080	0.3217	588.74
Fire District	1,830,080	0	1,830,080	0.0000	0.00
Stormwater	1,830,080	0	1,830,080	0.0974	178.25
Fire Rescue EMS	1,830,080	0	1,830,080	0.5881	1,076.27
Schools Local Req'd Effort	1,830,080	0	1,830,080	3.6820	6,738.35
Schools Capital Outlay	1,830,080	0	1,830,080	1.5000	2,745.12
Schools Discretionary	1,830,080	0	1,830,080	0.7480	1,368.90
SWFWMD General	1,830,080	0	1,830,080	0.2669	488.45
Mosquito Control	1,830,080	0	1,830,080	0.4478	819.51
TOTAL				14.5334	\$26,597.29

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
131 Fire Services		1,102.86
NON-AD VALOREM ASSESSMENTS		\$1,102.86

COMBINED TAXES AND ASSESSMENTS	\$27,700.15	See reverse side for important information.
--------------------------------	-------------	---

If Paid By	Nov 30, 2020				
Please Pay	\$0.00				

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2970685		000B

DIAMOND SELF STORAGE PROPERTY
I LLC
1268 BAYSHORE BLVD
DUNEDIN, FL 34698

4239 N MODELWOOD DR
GOLDEN GATE CENTER PB 17 PG
36 & 37 LOT 4 AKA TRACT C: C
See Additional Legal on Tax Roll

MAILING ADDRESS: 210 N. APOPKA AVE., SUITE 100 • INVERNESS, FL 34450-4298 • (352) 341-6500

If Paid By	Nov 30, 2020				
Please Pay	\$0.00				

RETAIN THIS PORTION FOR YOUR RECORDS.
WALK-IN CUSTOMERS,
PLEASE BRING FOR RECEIPT.

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

DO NOT WRITE ON BOTTOM PORTION

RETURN WITH PAYMENT.

Home Parcel Search

Altkey: 2970685 Parcel ID: 18E18S110100 0040
DIAMOND SELF STORAGE PROPERTY I LLC 4239 N MODELWOOD DR, BEVERLY HILLS

Summary

Legal

Land & Agriculture

Residential

Commercial

Misc Improvements

Values

Sketch

Photos

Permits

Quick Links

Map

Pictometry

Citrus County Property Appraiser, Cregg E. Dalton

PC Code 4800 - WAREH/DIST TERM
 Bldg Counts Res 0 / MH 0 / Comm 10
 Nbhd 0191 - FOREST RIDGE BLVD SOUTH TO HWY 486
 Tax District 000B - BEVERLY HILLS
 Subdivision 003155 - GOLDEN GATE CENTER
 Short Legal GOLDEN GATE CENTER PB 17 PG 36 & 37 LOT 4 AKA
 TRACT C: COMAT THE SW COR OF THE SW1/4 OF SEC
 11-18-18, TH N 0D 00M 30SW AL THE WLN OF THE
 SW1/4 OF SD SEC 11, 1316.57 FT TO A PT
 123,658
 Est. Parcel Sqft 2.84
 Est. Parcel Acres 11-18S-18E
 Map SC-TW-RG

1 of 1

Return to Search Results

My Tax Year: 2021

Actions

Neighborhood Sales

Printable Summary

Printable Version

Reports

Attribute Export

Mailing List

Property Record Card

Original Trim Notice

Go

Links

Search Help

All Owners

Name	Owner Type
DIAMOND SELF STORAGE PROPERTY I LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	\$179,540	\$1,650,540	\$1,830,080	\$1,830,080	\$0	\$1,830,080	\$0	\$27,700.15	Link
2019	\$217,340	\$1,607,070	\$1,824,410	\$1,824,410	\$0	\$1,824,410	\$0	\$27,997.60	Link

Buyer Beware!

Property taxes may be affected with change in ownership. When buying real estate property, you should not assume that property taxes will remain the same. Whenever there is a change in ownership, the assessed value of the property may reset to full market value, which could result in higher property taxes. Please use our tax estimator to approximate your new property taxes. Homestead exemptions and agricultural classifications are not transferable to the new owner. You must apply for your own exemptions and agricultural classifications.

Special Assessment

Project #	Description	Amount
0131	FIRE SERVICES ASSESSMENT	\$1,102.86

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
03/17/2016	\$3,150,000	2747/1587	00-WARRANTY DEED	I
12/01/2001	\$100	1482/0899	01-CORRECTIVE/QC/TD/COT	V
12/01/2001	\$240,000	1476/1340	00-WARRANTY DEED	V
12/01/2001	\$100	1476/1338	02-MIN DOC STAMP (\$100)	V
08/01/2000	\$100,000	1379/2291	00-WARRANTY DEED	V

DISCLAIMER

Sales do not generally appear in database until approximately 8 to 10 weeks after the recording date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
06/28/2017	201706676	A/C change out, N.O.C. not applicable	\$4,600	
09/19/2016	201608914	A/C CHANGE OUT *** NON RESIDENTIAL ***	\$3,500	
		NOC N/A ***		
08/01/2002	200201958	BLDG A	\$415,350	01/10/2003
07/01/2001	200105528	BLDG B	\$415,350	
07/01/2001	200105529	BLDG C	\$198,180	
03/01/2001	200101734	SITE PLAN-SELF STORAGE	\$100	03/03/2003

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	1000- COMMERCIAL OFF HWY	S-SQUARE FOOT	123,684.00		.0				GNC

Miscellaneous Improvements

Building #	Line	Description	Year Built	U	W	Units	Area	Value
0	1	CURBING-[2-LINEAL]	2002			1	181	
0	2	PAVING ASPHALT-[1-SF]	2002			1	26,886	
0	3	RETAINING WALL WOOD 4'-[2-LINEAL]	2002			1	1,180	
0	4	CHAIN LINK FENCE-[1-SF]	2002			1	3,456	
0	5	OPEN ORNAMENTAL FENCE-[2-LINEAL]	2002			1	360	

								Total Misc Value
--	--	--	--	--	--	--	--	------------------

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 Last Updated: 13/Jul/2021
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Return to (ENV)
This Instrument Prepared by:
John L. Mann, Esq.
Law Office of John L. Mann, P.A.
500 South Florida Avenue
Suite 300
Lakeland, FL 33801

WARRANTY DEED

THIS INDENTURE, made this 17th day of March, 2016, between **DIAMOND SELF STORAGE, LLC**, a Florida limited liability company, whose post office address is 2623 McCormick Drive, Suite 101, Clearwater, FL 33759, *Grantor*, and **DIAMOND SELF STORAGE PROPERTY I, LLC**, a Florida limited liability company, whose post office address is 1268 Bayshore Blvd., Dunedin, FL 34698, *Grantee*.

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten 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, successors, and assigns forever, the following described land, situate, lying and being in Citrus County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof

Property Account No: 2970685

This conveyance is subject to the following:

1. Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2016 and subsequent years.

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

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

[SEE ATTACHED SIGNATURE AND ACKNOWLEDGEMENT PAGE]

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

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

Signed in the presence of:

WITNESSES:

DIAMOND SELF STORAGE, LLC
a Florida limited liability company

Patricia J. Young
Print Name: PATRICIA J. YOUNG

By: Kenneth L. King
Name: Kenneth L. King
Title: Manager

George D. Hurst
Print Name: George D. Hurst

STATE OF FLORIDA
COUNTY OF PIKE

The foregoing instrument was acknowledged before me this 19th day of March, 2016, by Kenneth L. King, ☒ who is personally known by me or ☐ who has produced _____ as identification, as Manager of DIAMOND SELF STORAGE, LLC, a Florida limited liability company, on behalf of the company.

Patricia J. Young
Notary Public
Print Name: PATRICIA J. YOUNG
My Commission Expires: OCT. 28, 2019

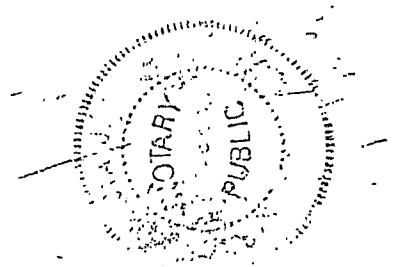
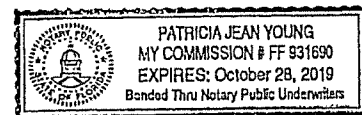


EXHIBIT A

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

formerly described as:

Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11 a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof, as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39° 19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W. along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

Prepared by: *Return to (ENV)*
John L. Mann, Esq.
500 South Florida Avenue
Suite 300
Lakeland, FL 33801

[Space Above This Line For Recording Data]

Affidavit of Diamond Self Storage, LLC, a Florida limited liability company
(authorizing the sale of real property)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Kenneth L. King (the "Affiant"), who deposes and says under penalties of perjury that:

[When used, "Affiant", includes singular or plural as context so requires or admits.]

1. This affidavit is made with regard to the following described property:

See Exhibit "A" attached hereto and made a part thereof

2. Affiant makes this affidavit on individual knowledge and on behalf of **Diamond Self Storage Property I, LLC** organized under the laws of the State of Florida ("LLC") that is the Buyer.

3. Affiant, Kenneth L. King, has the authorization to execute the closing documents, and all instruments to be insured, as applicable, ("Closing Documents"), to bind the LLC under one of the following alternatives (Initial all that apply):

A. _____ A statement of authority has been filed with the Florida Department of State and a certified copy thereof has been recorded on _____ in Official Records _____, Page _____, Public Records of _____ County, Florida, granting authority to Affiant to execute the Closing Documents. Affiant has the authority to execute the Closing Documents on behalf of the LLC, and Affiant knows of no facts that may provide notice to any party to this transaction of any actual lack of authority of Affiant. The transaction qualifies as a bona fide transaction.

B. X Affiant is identified by name in the current documents filed with the Florida Department of State as the Manager of a manager-managed LLC. Affiant has the authority to execute the Closing Documents on behalf of the LLC and Affiant knows of no facts that may provide notice to any party to this transaction of any actual lack of authority of Affiant. The transaction qualifies as a bona fide transaction.

C. _____X_____ Affiant has produced copies of articles of organization and amendments thereto, if any, and a true and correct copy of operating agreement, which verify that Affiant may sign for the LLC. Affiant and LLC have complied with all procedures to authorize such signatory.

4. No certified statement of authority limiting, canceling or restrictively amending the authority of Affiant as a Manager of the LLC's authorized signatory has been filed with the Florida Department of State or recorded in the official records of the county where the property lies.

5. The person executing this affidavit is authorized to execute the Closing Documents for the LLC and is not and has not been a debtor in bankruptcy since becoming a member of the LLC. The LLC is not and has not been a debtor in bankruptcy since its creation.

7. The person authorized to execute this affidavit and the person or entity, as applicable, authorized to execute the Closing Documents for the LLC has not become dissociated pursuant to Sec. 605.0302 (11), F.S. (by filing a statement of dissociation), Secs. 605.0601, or 605.0602, F.S., nor has that person or entity, as applicable, wrongfully caused dissolution of the company.

8. *Initial as applicable:*

_____ LLC is not one of a family or group of entities.

_____X_____ LLC is one of a family or group of entities, but none of the other entities in this family or group of entities is a debtor in bankruptcy. [The following are to be considered in determining whether or not the company is one of a family or group of entities: having principals in common with other entities; being functionally or operationally related to another entity; whether funds flow upstream or downstream to other entities; whether funds or other assets are commingled with those of other entities.]

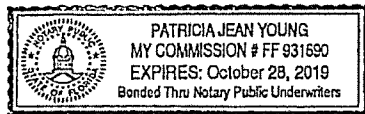
9: The LLC has more than one member.

10. This affidavit is made to induce **Old Republic National Title Insurance Company and Law Offices of John L. Mann, P.A.**, ("Title Insurer") to insure title to the real property described in item 1 above. Affiant, individually and on behalf of the limited liability company described in item 2 above agree to indemnify **Law Offices of John L. Mann P.A. and Old Republic National Title Insurance Company**, and hold them harmless from any loss or damage resulting from their reliance on the matters set forth in this affidavit.

Kenneth L. King (Affiant) Print Name: KENNETH L. KING

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to, affirmed, and subscribed before me this 17th day of March, 2016, by Kenneth L. King, in his capacity as Manager of Diamond Self Storage, , LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.



Notary Signature:

Patricia J. Young

Print Name:

PATRICIA J. YOUNG

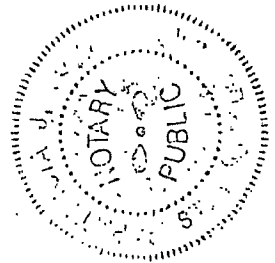
Notary Public, State of

FLORIDA

My Commission Expires:

OCT. 28, 2019

[PLACE NOTARIAL SEAL]



Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

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EXHIBIT "A"

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
 #2016013346 BK: 2747 PG: 1594 3/28/2016 4:31 PM 1 Receipt: 2016011783
 RECORDING \$86.50 M DOCTAX PD \$6,650.00 INT TAX PD \$3,800.00

WHEN RECORDED MAIL TO:

Jefferson Bank of Florida
 Commercial Lending
 3711 Tampa Rd
 Oldsmar, FL 34677

Return to (ENV):
 John L. Mann, Esquire
 Post Office Box 2435
 Lakeland, Florida 33806

This Mortgage prepared by:

Name: Katie Ingle, Loan Department
 Company: Jefferson Bank of Florida
 Address: 3711 Tampa Rd, Oldsmar, FL 34677

MORTGAGE FUTURE ADVANCES

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$3,800,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated March 18, 2016, is made and executed between Diamond Self Storage Property I, LLC, a Florida limited liability company, whose address is 1268 Bayshore Blvd, Dunedin, FL 34698 (referred to below as "Grantor") and Jefferson Bank of Florida, whose address is 3711 Tampa Rd, Oldsmar, FL 34677 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Citrus County, State of Florida:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 4329 N Modelwood Dr, Beverly Hills, FL 34465. The Real Property tax identification number is 18E18S110100 0040.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,900,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law. A sale however, to an existing guarantor of the indebted, as evidenced by the note, shall be allowed with the Lender's approval which approval shall not be unreasonably withheld.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to

by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such Instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such Instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the Insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness; provided however, the death or incompetency of one of the original guarantors shall not be an event of default, if each of the remaining original guarantors, increases his guaranty to one-half of the indebtedness and the loan evidenced by this note is not otherwise in default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, to the extent Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

SECONDARY FINANCING. The collateral for this loan, including but not limited to the mortgaged property, cannot be collateral for any subordinate financing by Borrower without Lender's prior written consent.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Diamond Self Storage Property I, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Diamond Self Storage Property I, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future Improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

Lender. The word "Lender" means Jefferson Bank of Florida, Its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 18, 2016, in the original principal amount of **\$1,900,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

DIAMOND SELF STORAGE PROPERTY I, LLC

By:

Shannon E Smith, Member of Diamond Self Storage Property I, LLC

WITNESSES:

X

J.M. LARUSA

X

Norma Stiles
Norma Stiles

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

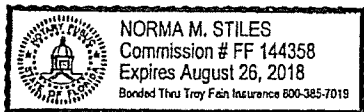
STATE OF

Florida

COUNTY OF

Pine Hills

The foregoing instrument was acknowledged before me this 16 day of March, 2016 by Shannon E Smith, Member of Diamond Self Storage Property I, LLC, member (or agent), on behalf of Diamond Self Storage Property I, LLC, a limited liability company. He or she is personally known to me or has produced FLDX as identification.



(Signature of Person Taking Acknowledgment)

Norma M. Stiles
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

FF144358
(Serial Number, If any)

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

formerly described as:

Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11 a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof, as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39°19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W, along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

EXHIBIT "A"

WHEN RECORDED MAIL TO:

Jefferson Bank of Florida
Commercial Lending
3711 Tampa Rd
Oldsmar, FL 34677

Return to (ENV):
John L. Mann, Esquire
Post Office Box 2435
Lakeland, Florida 33806

This ASSIGNMENT OF RENTS prepared by:

Name: Katie Ingle, Loan Department
Company: Jefferson Bank of Florida
Address: 3711 Tampa Rd, Oldsmar, FL 34677

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated March 18, 2016, is made and executed between Diamond Self Storage Property I, LLC, a Florida limited liability company, whose address is 1268 Bayshore Blvd, Dunedin, FL 34698 (referred to below as "Grantor") and Jefferson Bank of Florida, whose address is 3711 Tampa Rd, Oldsmar, FL 34677 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Citrus County, State of Florida:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 4329 N Modelwood Dr, Beverly Hills, FL 34465. The Property tax identification number is 18E18S110100 0040.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Assignment, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Florida and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or

reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness; provided however, the death or incompetency of one of the original guarantors shall not be an event of default, if each of the remaining original guarantors, increases his guaranty to one-half of the Indebtedness and the loan evidenced by this note is not otherwise in default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, to the extent Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. In the event of a suit being instituted to foreclose this Assignment, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Florida.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not

sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Diamond Self Storage Property I, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Diamond Self Storage Property I, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means Jefferson Bank of Florida, its successors and assigns.

Note. The word "Note" means the promissory note dated March 18, 2016, in the original principal amount of \$1,900,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MARCH 18, 2016.

GRANTOR:

DIAMOND SELF STORAGE PROPERTY I, LLC

By:

Shannon E Smith, Member of Diamond Self Storage Property I, LLC

WITNESSES:

X

X

J.M. LARSEN
Norma Stiles
Norma Stiles

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

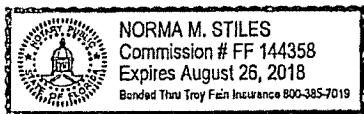
STATE OF

Florida

COUNTY OF

Pinellas

The foregoing instrument was acknowledged before me this 16 day of March, 2016 by Shannon E Smith, Member of Diamond Self Storage Property I, LLC, member (or agent), on behalf of Diamond Self Storage Property I, LLC, a limited liability company. He or she is personally known to me or has produced FL DL as identification.



Norma M. Stiles
(Signature of Person Taking Acknowledgment)

Norma M Stiles
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

FF 144358.
(Serial Number, if any)

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

formerly described as:

Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11 a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof, as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39°19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W. along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Katie Ingle 727-781-7500	
B. Email Address loans@jeffersonbankfl.com	
C. SEND ACKNOWLEDGMENT TO:	
Name	Jefferson Bank of Florida
Address	3711 Tampa Rd
Address	Oldsmar, FL 34677
City/State/Zip	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME Diamond Self Storage Property I, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 1268 Bayshore Blvd		This space not available.		
MAILING ADDRESS Line Two	CITY Dunedin	STATE FL	POSTAL CODE 34698	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME Jefferson Bank of Florida				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 3711 Tampa Rd		This space not available.		
MAILING ADDRESS Line Two	CITY Oldsmar	STATE FL	POSTAL CODE 34677	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:
See attached Schedule to UCC-1 Financing Statement.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR
☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

- ☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA
21462-10001

SCHEDULE TO UCC-1 FINANCING STATEMENT

Debtor: Diamond Self Storage Property I, LLC
Secured Party: Jefferson Bank of Florida

Real Property: See Exhibit A attached hereto and made a part hereof

This Financing Statement covers the following types and items of property; fixtures, accounts receivable, contract rights, commissions, choses in action, money, general intangibles, documents, instruments and chattel paper and all other property of whatever nature now or hereafter located on the Real Property or used in connection with, arising in connection with or otherwise related to the Real Property, wherever located, now in existence or hereafter created or acquired, and such real property, and all proceeds (including insurance proceeds), products, substitutions, accessions, additions, replacements described below and all proceeds thereof:

- (a) all leasehold estate, and all right, title and interest of Debtor in and to all leases or subleases covering the Real Property or any portion thereof, or any guarantees of such leases or subleases, now or hereafter, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
- (b) All rights, title and interest of Debtor in and to all options to purchase or lease the Real Property or any portion thereof or interest therein, and any greater estate in the Real Property owned or hereafter acquired;
- (c) All easements, street, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, and appurtenances thereof and thereto, and all water rights;
- (d) Any and all buildings, structures and improvements now or hereafter erected thereon, including but limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements;
- (e) All fixtures, appliances, machinery, equipment, furniture and articles of personal property of Debtor now or hereafter affixed to the Real Property, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures and appurtenances which are now or hereafter pertain or be used with, in or on the Real Property, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interests of Debtor in building permits and architectural plans and specifications relating to the contemplated construction on the Real Property and all rights and interests of Debtor in present or future mortgage loan commitments pertaining to any of the Real property of improvements thereon;
- (f) All awards and proceeds of condemnation for the Real Property or any part thereof to which Debtor is entitled for any taking of all or any part of the Real Property by condemnation or exercise of the right of eminent domain;
- (g) All rents, issues and profits of the Real Property and all the estate, right, title, and interest of every nature whatsoever of the Debtor in and to the same;
- (h) All accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Real Property; and
- (i) All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

Attachment: Ownership and Encumbrance Report (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)

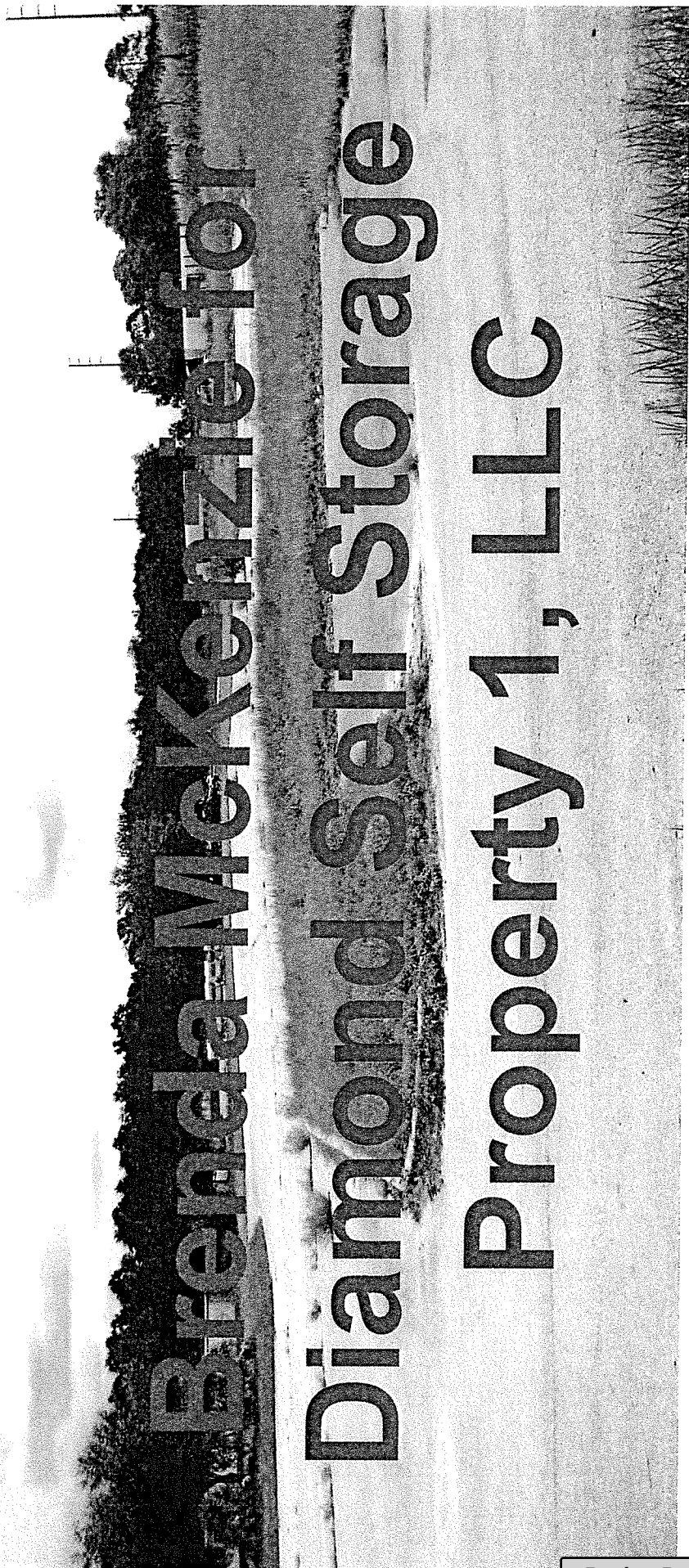
EXHIBIT A

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

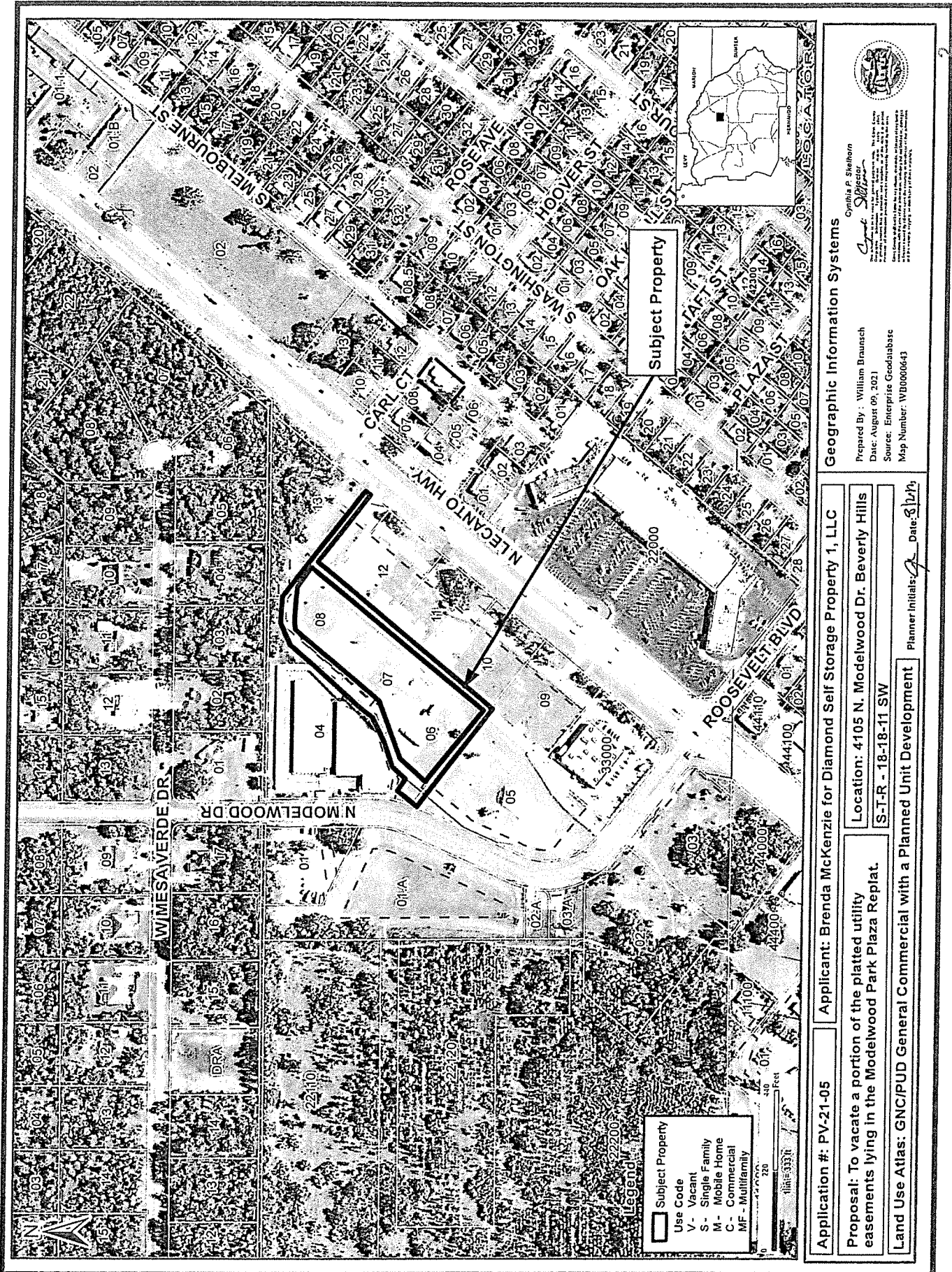
formerly described as:

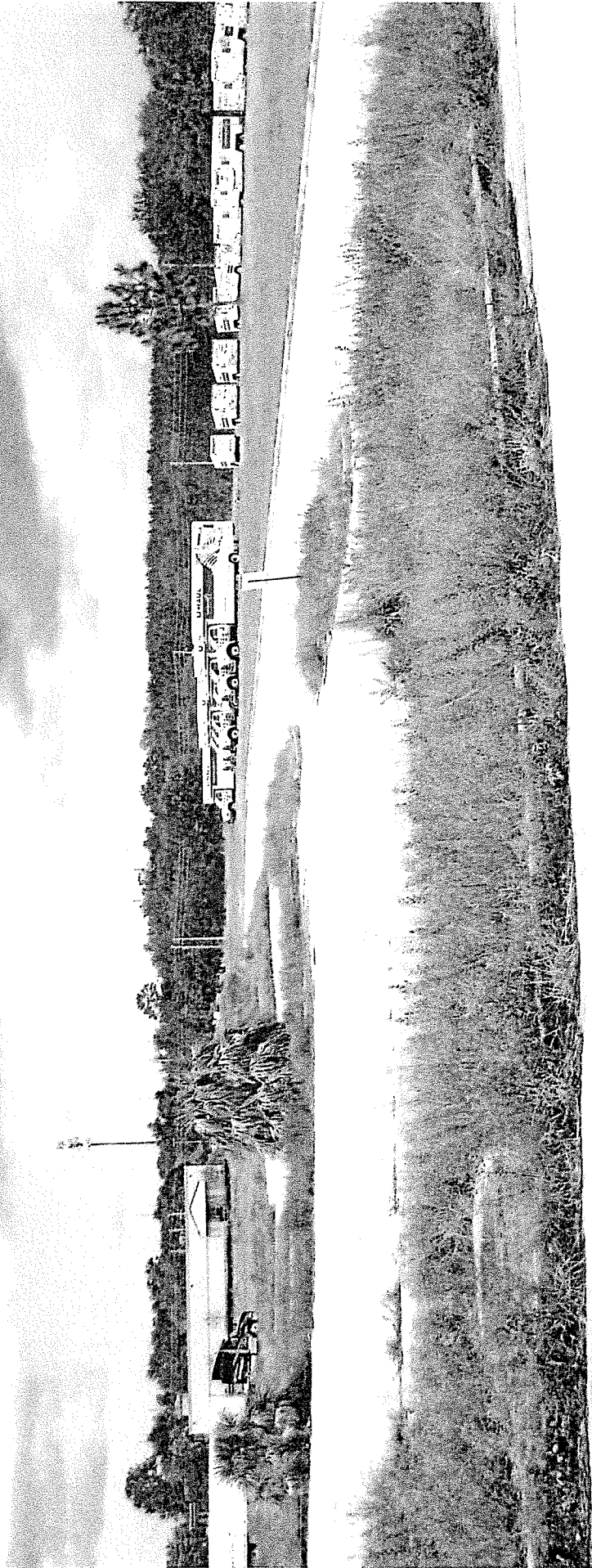
Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11 a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof, as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39° 19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W. along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

PV-21-05

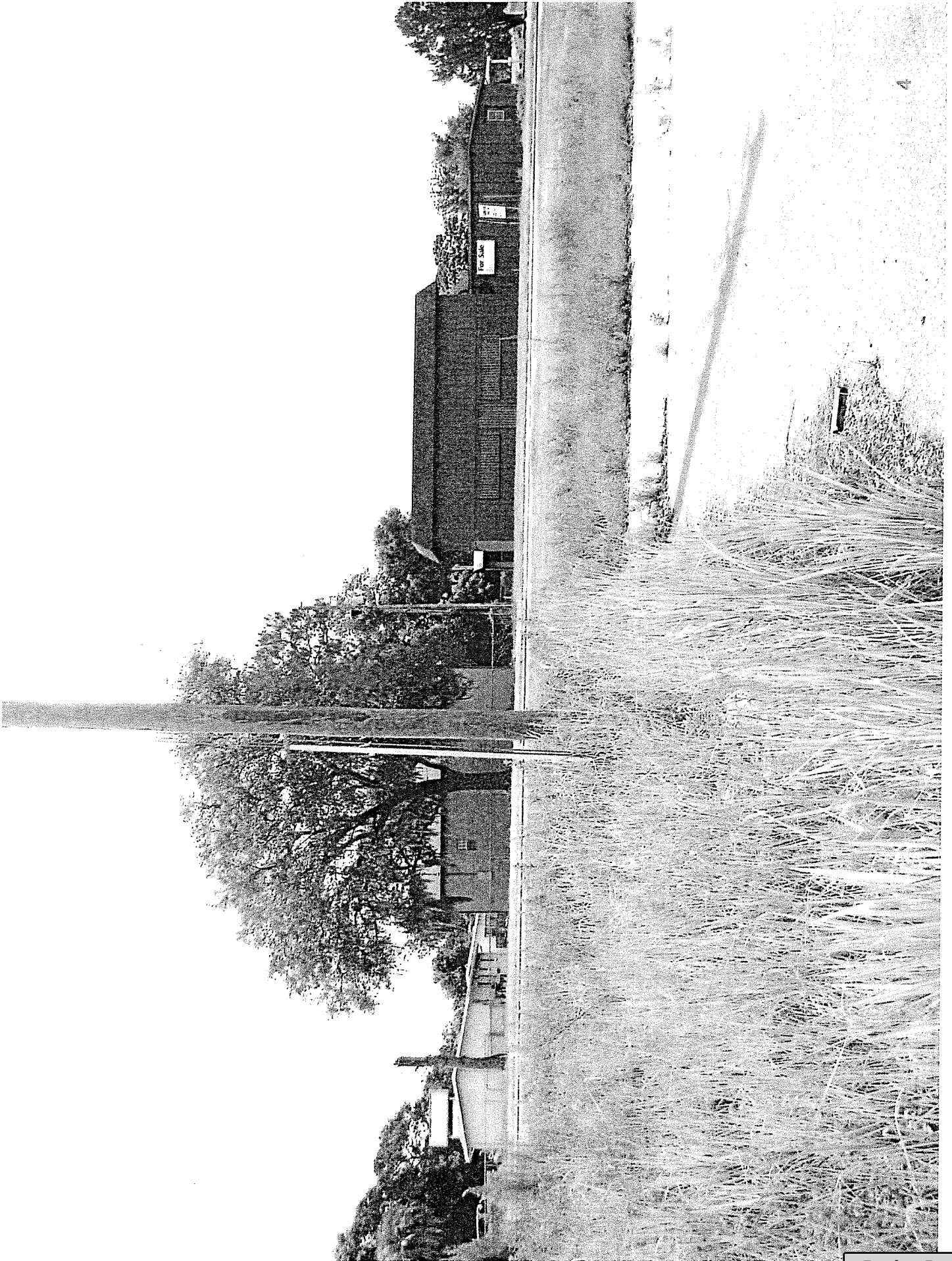


Brenda McKenzie for Diamond Self Storage Property 1, LLC



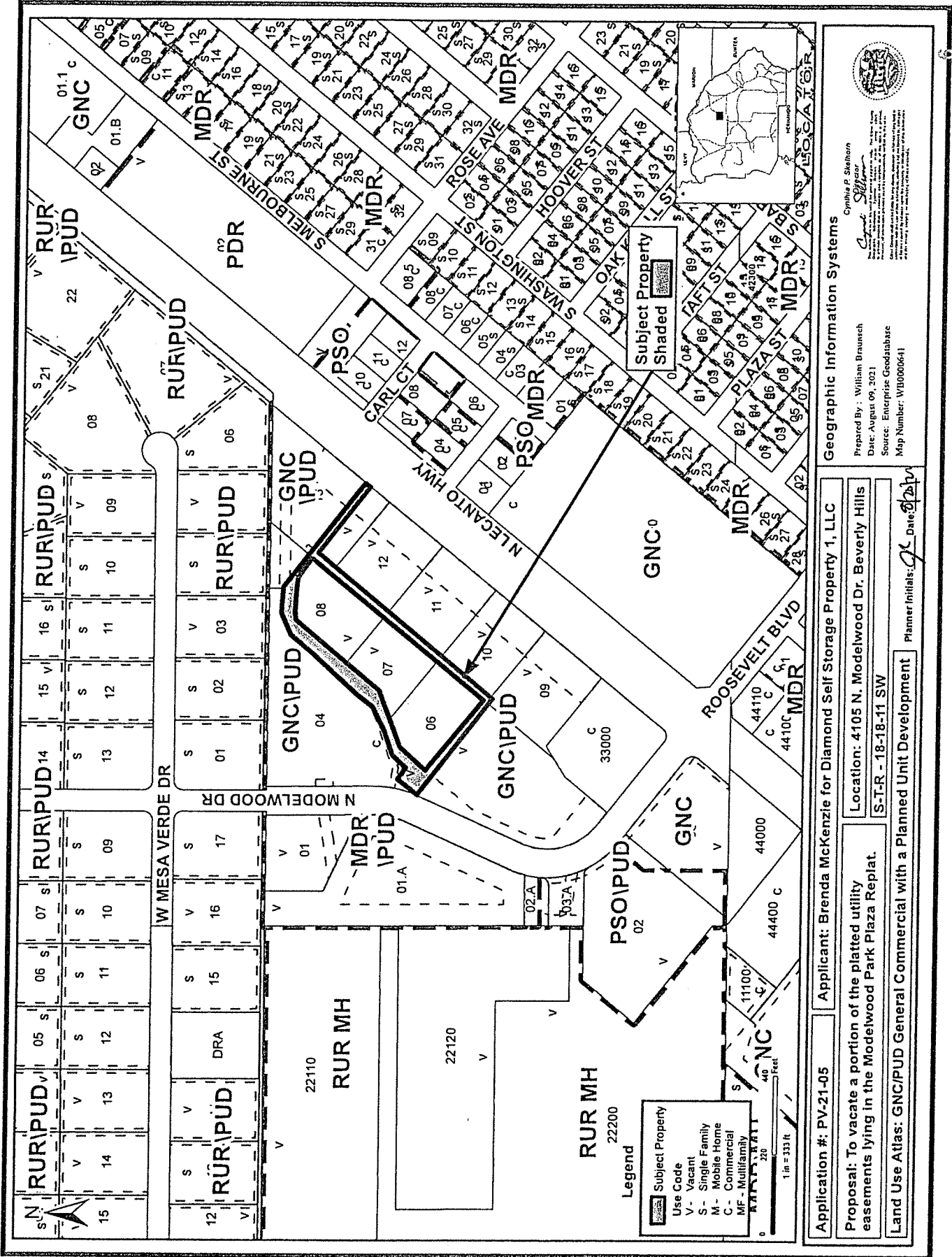


3



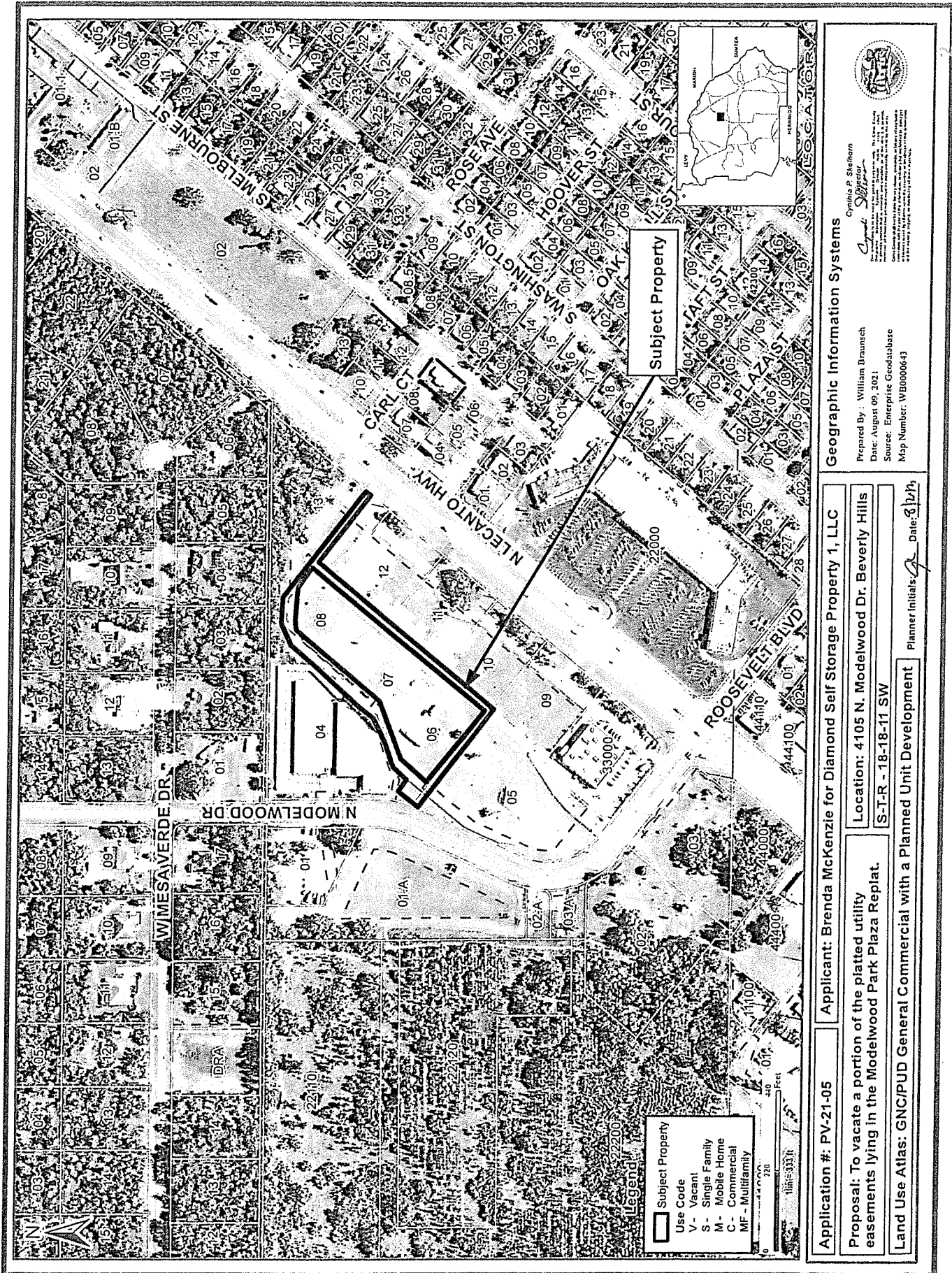


Attachment: Coordinator PP (18354 : PV-21-05 McKenzie Permitting for Diamond Self Storage)



PV-21-05

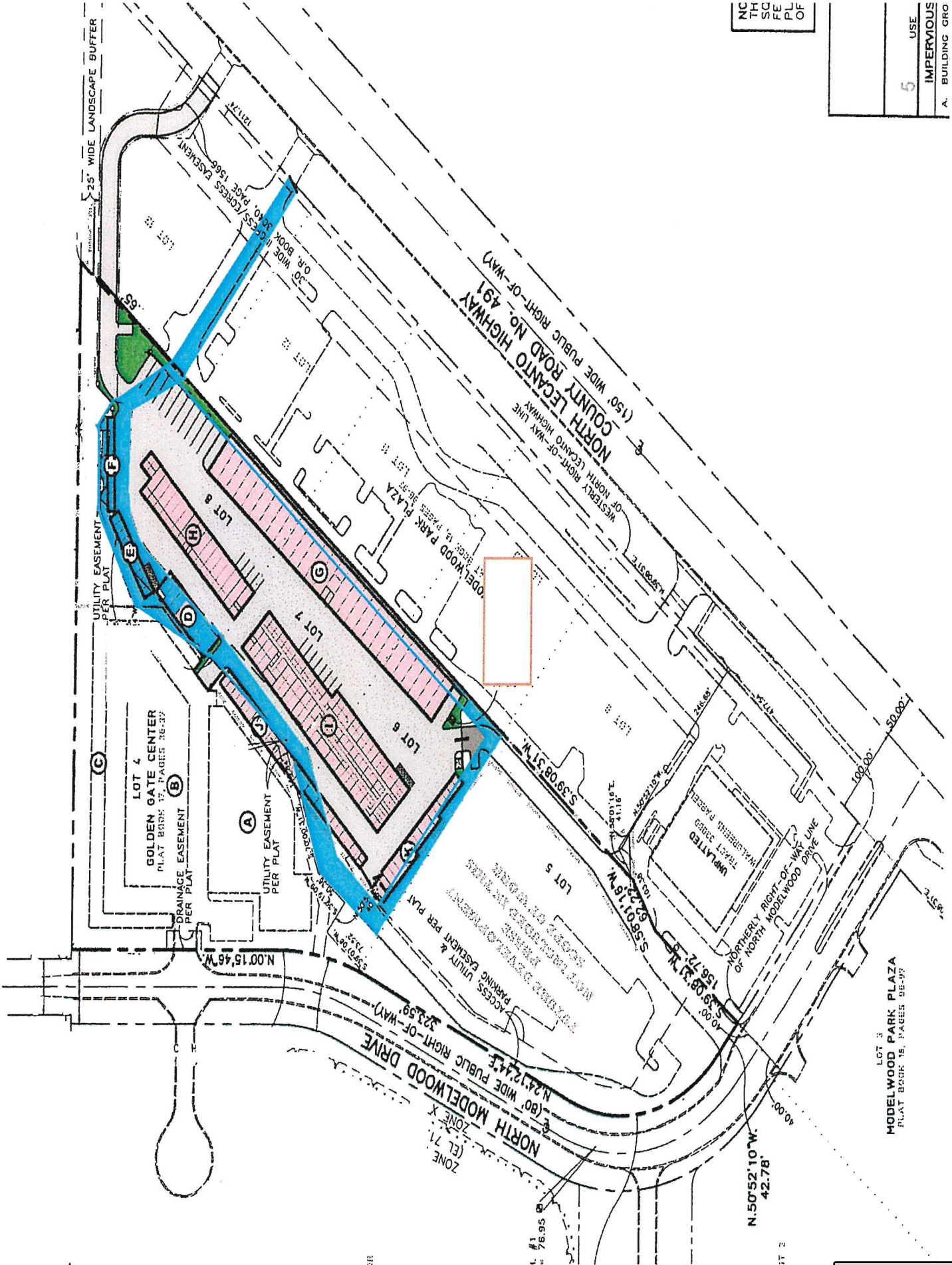
Brenda McKenzie for Diamond Self Storage Property 1, LLC







APPLICATION PENDING
FOR THE DEVELOPMENT OF THIS PROPERTY
PUBLIC INPUT ACCEPTED
CONTACT CITRUS COUNTY
DEPT. OF GROWTH MANAGEMENT
(352) 527-5239
APPL# PV-21-06
DO NOT REMOVE THIS SIGN UNDER PENALTY OF LAW





AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	V-21-14 Brenda McKenzie for Nancy Plummer
AGENDA DATE:	October 07, 2021

BRIEF OVERVIEW:

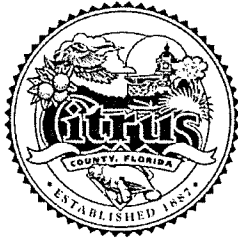
This request is for a two-part Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family dwelling (1) having less than the required 50-foot setback from the jurisdictional wetland line (35-foot with a berm or swale), pursuant to Section 3501, Surface Water Protection Standards; and (2) having less than the required 50-foot minimum building setback from the centerline of a right-of-way, pursuant to Section 2300, Building Setback requirements and height requirements for all land use districts, as specified in the LDC.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Conduct a public hearing on October 7, 2021, to review and consider, V-21-14 Brenda McKenzie for Nancy Plummer



PM2-21-98

**DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION**

VARIANCE APPLICATION NO. V-21-14 Brenda McKenzie for Nancy Plummer

DATE: August 30, 2021

PREPARED BY: Joe Hochadel, Principal Planner; Land Development Division *Joe Hochadel*

VARIANCE REQUESTED	This request is for a two-part Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family dwelling (1) having less than the required 50-foot setback from the jurisdictional wetland line (35-foot with a berm or swale), pursuant to Section 3501, <u>Surface Water Protection Standards</u>; and (2) having less than the required 50-foot minimum building setback from the centerline of a right-of-way, pursuant to Section 2300, <u>Building Setback requirements and height requirements for all land use districts</u>, as specified in the LDC. The applicant is requesting a 15-foot wetland setback and a 40-foot setback to the centerline (15-foot to the edge of the right-of-way) of E. Supreme Ct.
SUBJECT PROPERTY	<u>Section 17, Township 20 South, Range 21 East</u>; specifically, Lot 10A of Old Oaks Unrecorded Subdivision (AK 1894468), which address is 12128 E. Supreme Ct., Floral City, FL. A complete legal description of the property is on file with the Land Development Division.
ACREAGE	Approximately 11,761 square feet (0.27 acres).
LAND USE	CLR, Coastal and Lakes Residential District, mobile homes allowed on the LDC Atlas; CL, Low Intensity Coastal and Lakes District on the Future Land Use Map.
FLOOD ZONE	According to the Flood Insurance Rate Map (FIRM), subject property is located in Zone AE with a base flood elevation of 44 feet, as found on Community-Panel Number 12017C0 388D.
SURROUNDING AREA	North – E. Supreme Ct., Vacant residential South – Canal East – Single-family dwelling West – Vacant residential The site is located in the Old Oaks unrecorded subdivision, where there are single-family dwellings, with some along a freshwater canal.

Attachment: Staff Report and Locator Map (18355 : V-21-14 Brenda McKenzie for Nancy Plummer)

BACKGROUND

The subject property consists of a vacant, wooded lot in the Old Oaks unrecorded subdivision. The lot is approximately 11,761 square feet in size, which is similar in size to some of the other lots in the subdivision. This site is not located in the Coastal High Hazard Area (CHHA) but is within the AE Flood Zone and abuts a freshwater canal. There is a wetland on site that encompasses approximately 8,276 square feet (0.19 acres) on the southern portion of the lot. It gains access from E. Supreme Ct., a 50-foot wide private, unpaved local street.

ANALYSIS

The applicant is requesting the wetland setback be reduced from 50 feet (or 35 feet with a berm/swale system) to 15 feet from the jurisdictional wetland line and a reduced right-of-way setback from 50 feet from the centerline of E. Supreme Ct. to 40 feet (15 from the front property line) to construct a single-family dwelling. The applicant is proposing to construct an 896 square-foot single-family dwelling with a 66 square-foot front stair, and a 72 square-foot rear stair, for a 1,034 square-foot building footprint.

The LDC requires a right-of-way setback of 50 feet from the centerline of a local street (25 feet from the front property line); however, Section 10620 of the LDC allows for infill development to compare the proposed right-of-way setback with the six closest developed lots of similar use to obtain a front average setback. The six closest developed lots to the subject property have an average front setback of 63 feet from the centerline of E. Supreme Ct. (38 feet from the edge of the right-of-way). The applicant's request to reduce the right-of-way setback to 40 feet from the centerline of E. Supreme Ct. is closer than the front average and does have to be included in this variance request.

The applicant has not requested an Impervious Surface Ratio (ISR) variance on the subject property. Per the site plan submitted, the proposed ISR is approximately 9 percent, which is less than the maximum allowable ISR in CLR of 40 percent for lots over 10,000 square-feet.

The available building envelope without the need for a variance is approximately 60 square feet, outside of the 35-foot wetland setback, 50-foot right-of-way setback and five-foot side yard setback. Since the property is vacant, there is no existing footprint for the applicant to place a structure without the need for a variance.

Available Building envelope (without the need for a variance)	60 sf.
Proposed building footprint	1,034 sf.
Average building footprint	1,464 sf

Proposed wetland setback	15 ft.
Proposed R-O-W setback (from edge of R-O-W)	40 ft. (15 ft.)
Average R-O-W setback from edge of R-O-W	63 ft. (38 ft.)

The six closest developed lots criterion is based in LDC Section 10620, Development Standards, and is intended to assure compatibility of construction between new units and existing development. This criterion was used for the six closest developed lots along E. Supreme Ct., with only five being waterfront. Although there are some lots in the area that have a similar square-footage, many of the lots along E. Supreme Ct. vary in depth. These conditions lead to differing building envelopes, and, without the wetland location for the other lots, comparison is difficult. The average building footprint of the five closest developed waterfront properties is 1,464 square feet, and the average right-of-way setback is 38 feet from the edge of the right-of-way. The average wetland setback is unknown since a jurisdictional wetland line for the adjacent parcels has not been provided. Based upon the observed average building footprint and average right-of-way setback, this proposal is compatible with the surrounding properties. Although the proposed right-of-way setback is greater than the average right-of-way setback, many existing residences were placed prior to the current right-of-way and wetland setback standards, E. Supreme Ct. is a private, dead-end road that serves six parcels, and the size of the proposed single-family dwelling is comparable to the average.

Summary of Agency Comments:

The Engineering Division has reviewed the proposed request. Undeveloped residential lots in AE Zones are subject to the requirements of Section 6410, Lot Development Review, and are required to install a stormwater management plan. Any fill that is placed in the flood plain will need to be compensated as part of the stormwater plan.

The Engineering Division would have no objection to this variance so long as a stormwater system was permitted and installed and has provided the following recommended conditions if approved:

- Runoff and erosion shall be controlled to protect the adjacent wetland/waterbody. Install any measures necessary to prevent sediment transport. Protective measures shall be installed before starting land disturbance activities as per Citrus County Code Section 42-172 (c).
- Submit a grading and drainage plan prepared by a professional engineer licensed in the State of Florida, providing all of the items listed in the Land Development Code, Chapter 6, Section 6420.A & B.2.

Consistency with the Comprehensive Plan - All development applications shall demonstrate complete compliance with the Comprehensive Plan. The application is consistent with the Comprehensive Plan goals, policies, and standards including:

- Policy 3.1.3 During construction in the vicinity of water bodies or wetland areas, the following criteria shall be met:
- A buffer of 15 feet or greater shall be established to reduce adverse impacts on natural vegetation
 - A buffer of 25 feet or greater shall be established upland of springs, spring-fed water bodies, and open sinkholes
 - Existing topography and vegetation shall be retained within the buffer area

Staff comment: The site has natural vegetation within the required 15-foot buffer adjacent to the wetland. The applicant has indicated this standard will be met.

- Policy 17.9.1 Runoff from structures, streets, yards, and parking areas shall be carefully controlled to prevent flooding in adjacent areas or pollution of water bodies.

Staff comment: Stormwater has not been addressed in this application. The applicant will have to demonstrate stormwater and ISR requirements are met at time of permitting.

Consistency with the Land Development Code (LDC) - Staff reviewed this application per Section 2300, Building Setback Requirements and Height Requirements for All Land Use Districts, and Section 3501, Surface Water Protection Standards, as specified in the LDC. This application is not consistent with the following provisions of the LDC.

- §3501. A.1** Structures shall be set back a minimum of 50 feet, or 35 feet from the mean high-water line, ordinary high-water line, and/or jurisdictional wetland line, if swales or berms are provided.

Staff comment: The subject property cannot comply with this standard due to the presence of wetlands as outlined.

- §2300.A** A minimum setback from an abutting right-of-way shall be required for all buildings. The required minimum setback shall be measured from the centerline of the right-of-way. The distance is determined by the functional classification of the roadway, as specified on the Functional Classification Map in this LDC. Minimum distance is shown in the following table:

BUILDING SETBACK REQUIREMENTS	
Local Street (public or private)	50 feet
Minor Collector	65 feet
Major Collector	75 feet
Minor Arterial	100 feet
Principal Arterial	125 feet

Staff comment: *The proposed right-of-way setback for the single-family dwelling is less than the front average setback and the average for the general area. However, E. Supreme Ct. is a private, dead-end road that serves six parcels.*

PROPOSED FINDINGS OF FACT

Pursuant to Section 4400, Variances, of the Citrus County Land Development Code (LDC), approval of a petition for variance from the provisions and requirements of this code shall be granted by the PDC only if all of the following are positive:

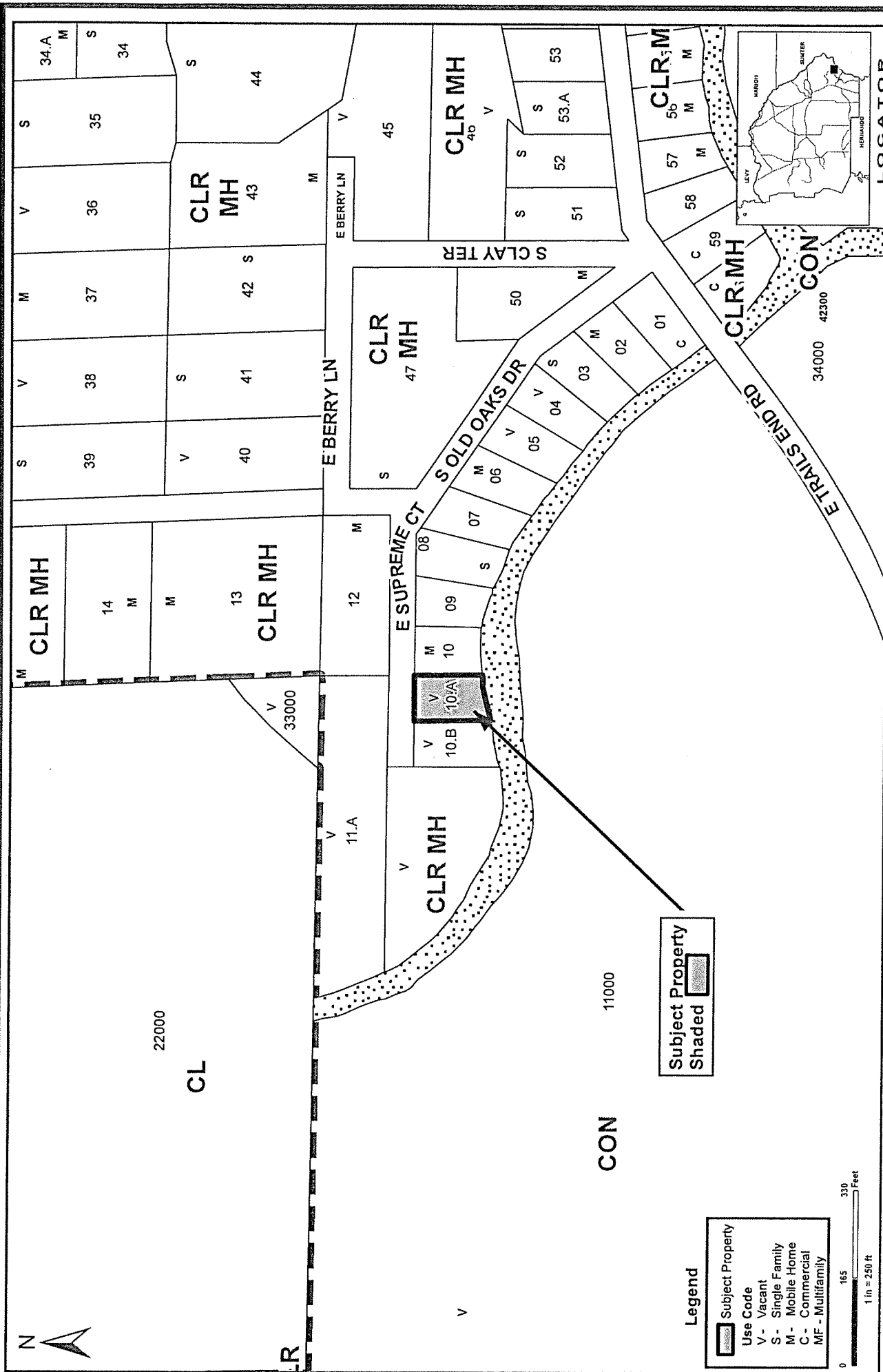
1. ***Special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to land, structures, or buildings in the same land use district.*** The waterfront lots in the Old Oaks subdivision vary in depth, and many have dwellings which pre-date current setback standards. A single-family dwelling cannot be located on the subject property without the need of a variance due to wetland constraints.
2. ***The special conditions and circumstances do not result from the actions of the applicants.*** The property has approximately 8,276 square feet of wetlands on the southern portion and an available building envelope of approximately 60 square feet.
3. ***A granting of the variance requested will not confer on the applicant any special privilege that is denied by this code to other lands, buildings, or structures in the same land use district.*** The applicant is proposing a single-family dwelling with a 1,034 square-foot building footprint, which is comparable to the 1,464 square-foot average building footprint of the five closest single-family dwellings on waterfront lots. The proposed right-of-way setback and building footprint are consistent with the area.
4. ***Literal interpretation of the provisions of this code which would deprive the applicant of rights commonly enjoyed by other similarly situated properties and would work unnecessary and undue hardship on the applicant.*** The size of the single-family dwelling is smaller than other dwellings in the area and the site contains only 60 square feet of available building envelope without a variance.
5. ***The variance granted is the minimum variance that will make possible the reasonable development and/or use of the land, building, or structure.*** The dwelling size is consistent with the area and setbacks have been maximized to the extent possible.
6. ***The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the area involved or otherwise detrimental to the public welfare.*** Although the single-family dwelling does not meet standards for Surface Water Quality Protection or right-of-way setbacks, it would be consistent with many of the existing single-family dwellings in the area, which were placed prior to the existing requirements.

7. ***There will be full compliance with any additional conditions and safeguards which the PDC may prescribe, including but not limited to reasonable time limits within which the action for which the variance is required shall be begun or completed, or both.***
Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply. In addition, noncompliance with or any violation of the above referenced conditions, as may be determined by Citrus County Compliance may, in addition to any penalty imposed by Code Compliance and subsequent to the procedural requirements set forth in Section 1800 of the Citrus County Land Development Code being satisfied, render this Variance null, void, and of no force or effect.
8. ***Granting of the variance will not deviate from the clear intent of the adopted Comprehensive Plan.*** The application is consistent with the Comprehensive Plan, as discussed in this staff report.

SUGGESTED CONDITIONS:

1. The single-family dwelling must maintain a 15-foot setback from the jurisdictional wetland line and 40-foot setback to the centerline of the right-of-way (15 feet from the edge of the right-of-way) of E. Supreme Ct. as outlined on the site plan received by the Land Development Division date-stamped March 31, 2021.
2. A berm/swale system and/or other appropriate stormwater management system acceptable to the County Engineering Division is required to be installed at time of permitting.
3. Runoff and erosion shall be controlled to protect the adjacent wetland/waterbody. Install any measures necessary to prevent sediment transport. Protective measures shall be installed before starting land disturbance activities as per Citrus County Code Section 42-172 (c).
4. At the time of permitting, a grading and drainage/stormwater plan prepared by a professional engineer licensed in the State of Florida must be provided that meets the requirements of the Land Development Code, Chapter 6.
5. A tie-in survey demonstrating the maintenance of the required minimum 15-foot setback to the jurisdictional wetland line and minimum 40-foot setback to the centerline of E. Supreme Ct. must be submitted to and approved by the Land Development Division within 30 calendar days of establishing the lowest habitable floor levels.

JH/cb



Geographic Information Systems

Prepared By: William Braunsch
 Date: August 10, 2021
 Source: Enterprise Geodatabase
 Map Number: WB0000638

Application #: V-21-14
Applicant: Brenda McKenzie for Nancy Plummer
Proposal: Right-of-way and wetland setbacks
Location: 12128 E. Supreme Ct., Floral City
and Use Atlas: Coastal and Lakes Residential District, mobile homes allowed (CLR MH)
S-T-R - 32-17-19 NW
Planner Initials: *BM* **Date:** 8/16/21

Packet Pg. 147



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 VARIANCE APPLICATION

Application No.: V-21-14 Date: 7-19-2021 7/21/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*

Name: BRENDA MCKENZIE
Address: 7232 E. GOSPEL ISLAND RD.
City: INVERNESS
State: FLORIDA Zip: 34450
Home No.: 726-0889 Cell No.: 601-0942
Work No.: - Fax No.: -
Email: mckenziepermitting@gmail.com

Property Owner

Name: NANCY PLUMMER
Address: 1005 DOVE ROAD
City: KEY LARGO
State: FLORIDA Zip: 33037
Home No.: - Cell No.: 305-510-3415
Work No.: - Fax No.: -
Email: AllAboutConnection@gmail.com

Property Description: Section: 17 Township: 20 South Range: 21 East
Legal Description: OLD OAKS UNREC SUB LOT 10A
Subdivision: OLD OAKS UNREC SUB Lot(s): 10A Block/Parcel: -
Alternate Key #: 1894408 Parcel ID: 21E20517 4A000 010A

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.

Variance Request: TO GRANT A 15' SETBACK TO WETLANDS AND 18' FRONT SETBACK FOR AN 896-2 BEDROOM-1 BATH HOME

State hardship that justifies the granting of the variance: SIZE AND SHAPE OF PROPERTY WETLANDS COMES MUCH FURTHER UP INTO PROPERTY THAN SHORELINE

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: Brenda McKenzie

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 Brenda McKenzie, who is personally known to me or provided as identification and who did not take an oath.

WITNESS my hand and official seal this 21 day of July, 2021

Printed Name Susan Wright

Notary Public - State of Florida

Seal



For Staff Use Only

Date: 7/21/21
Time: SW
Initials: SW

ATF: -
QTR: -
LUD: -

FZ: -

PLAT OF A BOUNDARY SURVEY

DESCRIPTION

LOT 10A OF OLD OAKS, AN UNRECORDED SUBDIVISION LOCATED IN SECTIONS 8 AND 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

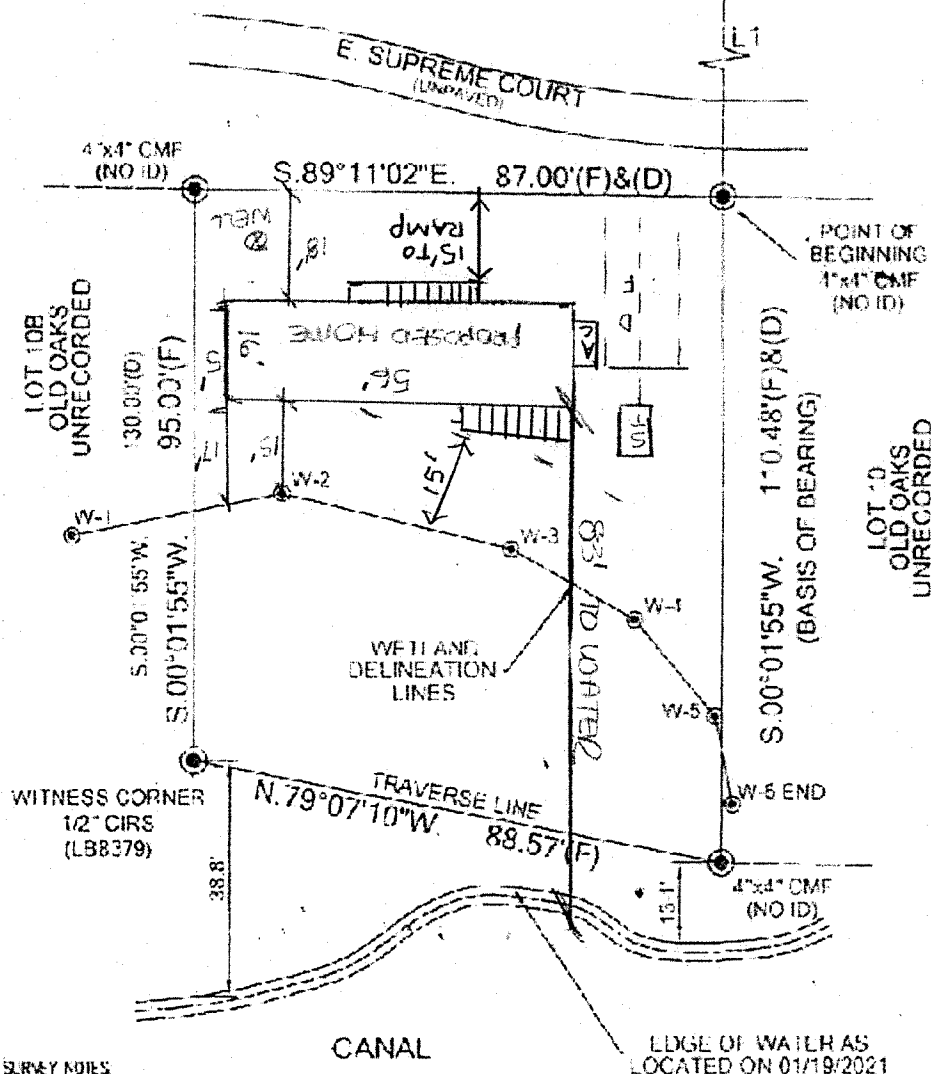
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST, THENCE SOUTH 0 DEGREES 01' 55" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 179.99 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 11' 30" WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 17 A DISTANCE OF 87 FEET, THENCE SOUTH 0 DEGREES 01' 55" WEST, PARALLEL TO THE EAST LINE OF THE AFOREMENTIONED NORTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 130 FEET, MORE OR LESS, TO THE WATERS OF A CANAL, THENCE NORTH 78 DEGREES 02' EAST, ALONG SAID WATERS A DISTANCE OF 88.90 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, THENCE NORTH 0 DEGREES 01' 55" EAST ALONG SAID EAST LINE A DISTANCE OF 110.48 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, BEING TRACT 10-A OF OLD OAKS, UNIT NUMBER 1, AN UNRECORDED SUBDIVISION.

TOGETHER WITH, AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, WITH THE RIGHT OF INGRESS AND EGRESS AS DESCRIBED IN OFFICIAL RECORD BOOK 570, PAGES 366, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS

- (D) = DEED MEASURE
(F) = FIELD MEASURE
CMF = CONCRETE MONUMENT FOUND (AS SHOWN)
CIRS = CAPPED IRON ROD SET (AS SHOWN)
W-2 = WETLAND DELINEATION MARKER

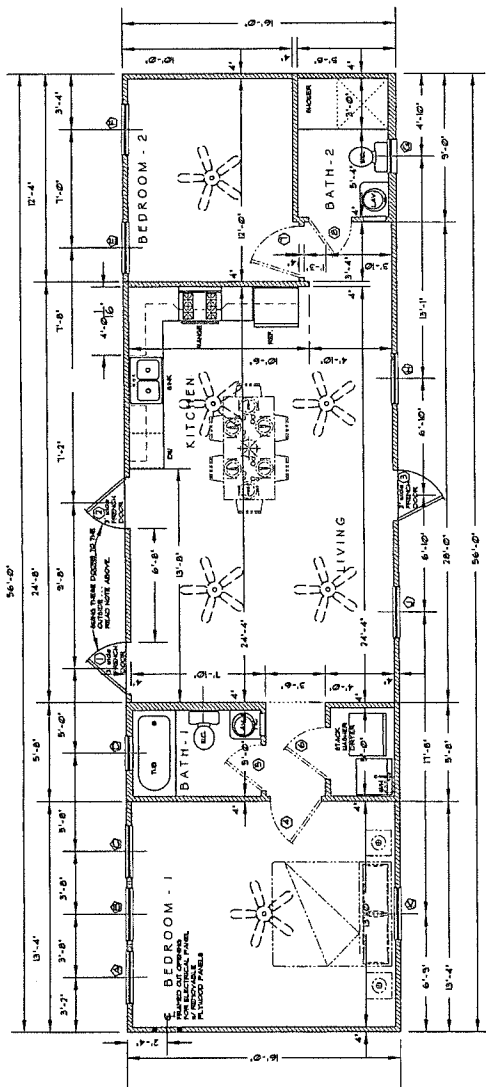
POINT OF COMMENCEMENT NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST.



SURVEY NOTES

1. BEARINGS ARE BASED ON THE EAST LINE OF THE SUBJECT PROPERTY ESTABLISHING AN ASSUMED BEARING OF S.00°01'55"W. AS CALCULATED FROM THE PLAT OF RECORD.
2. DESCRIPTION AS SHOWN HEREON WAS PROVIDED.
3. BASIS OF THIS SURVEY IS DESCRIPTION, RECORDED PLAT, AND MONUMENTATION FOUND IN PLACE.
4. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
5. THIS SURVEY IS OF VISIBLE FEATURES ONLY. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
6. INTENTIONS OF FRANCHISE REGISTRATION OF SURVEY DRAWINGS BY OTHER THAN THE SURVEY PARTY OR PARTIES IS

SURVEYOR'S CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 54-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.017 OF THE FLORIDA STATUTES.



PROPOSED FLOOR PLAN

Plummer/
Sopreme Court

PLAT OF A BOUNDARY SURVEY

DESCRIPTION

LOT 10A OF OLD OAKS, AN UNRECORDED SUBDIVISION LOCATED IN SECTIONS 8 AND 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

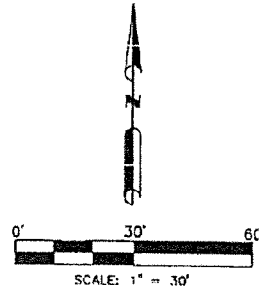
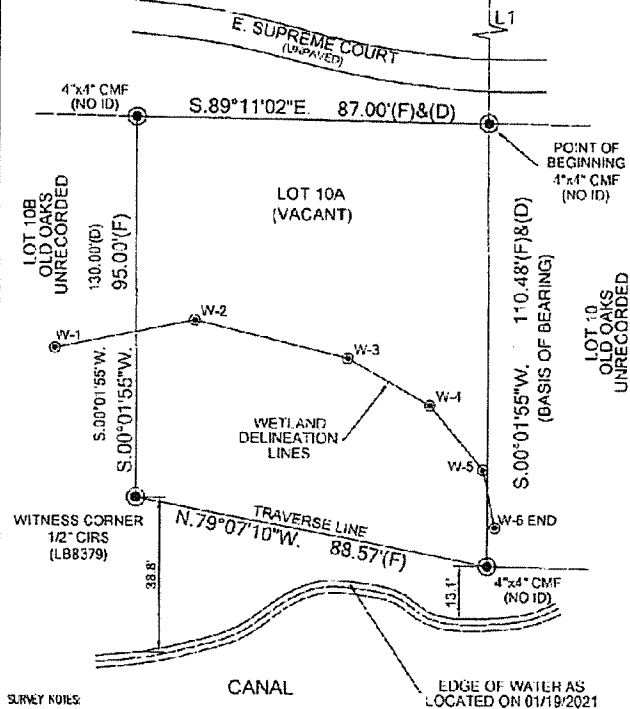
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST, THENCE SOUTH 0 DEGREES 01' 55" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 179.95 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 11' 30" WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 17 A DISTANCE OF 87 FEET, THENCE SOUTH 0 DEGREES 01' 55" WEST, PARALLEL TO THE EAST LINE OF THE AFORESAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 130 FEET, MORE OR LESS, TO THE WATERS OF A CANAL, THENCE NORTH 78 DEGREES 02' EAST, ALONG SAID WATERS A DISTANCE OF 88.90 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, THENCE NORTH 0 DEGREES 01' 55" EAST ALONG SAID EAST LINE A DISTANCE OF 110.48 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, BEING TRACT 10-A OF OLD OAKS, UNIT NUMBER 1, AN UNRECORDED SUBDIVISION.

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, WITH THE RIGHT OF INGRESS AND EGRESS AS DESCRIBED IN OFFICIAL RECORD BOOK 376, PAGES 369, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS

- (D) = DEED MEASURE
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CMF = CONCRETE MONUMENT FOUND (AS SHOWN)
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W-2 = WETLAND DELINEATION MARKER

POINT OF COMMENCEMENT NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST.

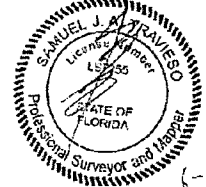


LINE TABLE		
LINE	BEARING	DISTANCE
(110)	S.00°01'55"W.	179.95'

SURVEY NOTES

1. BEARINGS ARE BASED ON THE EAST LINE OF THE SUBJECT PROPERTY ESTABLISHING AN ASSUMED BEARING OF S.00°01'55"W. AS CALCULATED FROM THE PLAT OF RECORD.
2. DESCRIPTION AS SHOWN HEREON WAS PROVIDED.
3. BASIS OF THIS SURVEY IS DESCRIPTION, RECORDED PLAT, AND DOCUMENTATION FOUND IN PLACE.
4. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
5. THIS SURVEY IS VISIBLE FEATURES ONLY. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
6. ADDITIONS, DELETIONS, REPRODUCTION OF SURVEY DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SURVEY MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON.
8. ELEVATIONS AS SHOWN HEREON IF ANY, ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
9. PROPERTY LIES IN SECTION 8 AND 17, TOWNSHIP 20 SOUTH, RANGE 21 EAST, CITRUS COUNTY, FLORIDA.
10. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT.
11. THE PROPERTY SHOWN HEREON HAS A STREET ADDRESS OF 12128 E SUPREME COURT, FLORAL CITY, FLORIDA, (AS FURNISHED).
12. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (SW-17) OF THE FLORIDA ADMINISTRATIVE CODE, IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENTS AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
13. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE AL (BASE FLOOD ELEVATION = 44 FT.) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120061, MAP NUMBER 12017C, PANEL NUMBER 0300, EFFECTIVE DATE 09/26/2014.
14. THE LIMITS OF WATERS OR WETLAND AREAS AS SHOWN HEREON WERE ESTABLISHED IN THE FIELD ON 05/18/2021 IN ACCORDANCE WITH CHAPTER 62-340 FLORIDA ADMINISTRATIVE CODE (F.A.C.) AND THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL, (JANUARY 1987) BY MICHAEL G. CERNIENSKI ENVIRONMENTAL CONSULTANT, AND REPRESENT THE CONDITIONS PRESENT ON THAT DATE.

SURVEYOR'S CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



SAMUEL J. A. TRAVIESO
PROFESSIONAL SURVEYOR AND MAPPERS
FLORIDA LICENSE NO. 157255 THIS SURVEY MAP IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPERS.

PROJECT NO.	DATE	SURVEYOR	DRAWN BY	FIELD DATE
21106A	05/23/2021	SJM	TRM	05/18/2021
CERTIFIED TO: BRENDA MCKENZIE				
NO.	DATE	REVISIONS		

SAMUEL J. A. TRAVIESO, P.S.M.

3441 S. DEAN BLVD.
GULF BREEZE, FLORIDA 34132
PHONE (888) 407-5167
EMAIL: PENTRA@PENTRA.COM

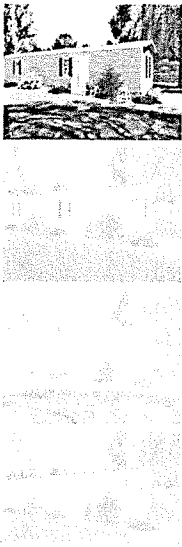
[_ \(https://owntru.com\)](https://owntru.com)



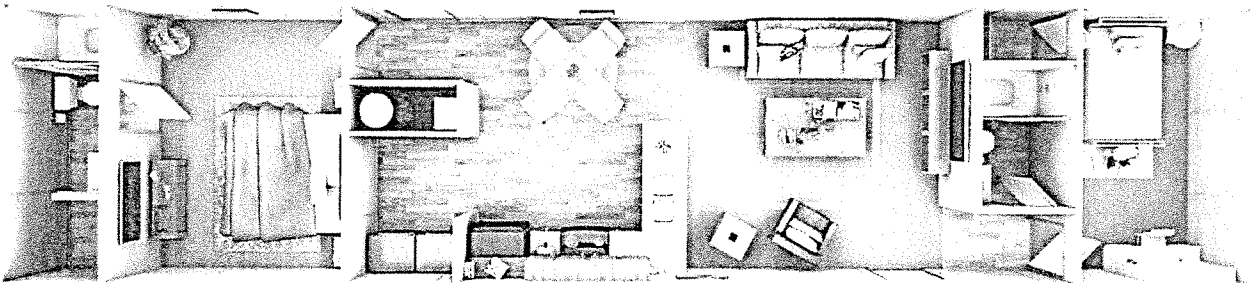
DELIGHT

820 sq ft // 2 beds // 2 baths

LET'S TALK ([HTTPS://OWNTRU.COM/LETS-TALK/?MODELNUMBER=TRS14602AH](https://owntru.com/lets-talk/?MODELNUMBER=TRS14602AH))



View [3D](#) [2D](#) [Print Brochure \(https://owntru.com/wp-content/uploads/2019/01/TRU_TRS14602A-Delight.pdf\)](https://owntru.com/wp-content/uploads/2019/01/TRU_TRS14602A-Delight.pdf)



Attachment: Applicant Submittal (18355 : V-21-14 Brenda McKenzie for Nancy Plummer)

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V-21-14

Land Development Division

Michael G. Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

PROJECT MEMORANDUM

Project: 12128 E Supreme Ct Parcel
To: McKenzie Permitting; mckenziepermitting@gmail.com
From: Andrew Holland, Environmental Scientist
MICHAEL G. CZERWINSKI, P.A., ENVIRONMENTAL CONSULTANTS
Date: May 18, 2021
Subject: Results of Wetland Line Delineation Assessment

McKenzie Permitting contracted with MICHAEL G. CZERWINSKI, P.A., ENVIRONMENTAL CONSULTANTS (MGC) to inspect the subject site and delineate the wetland-upland boundaries on-site. The subject site was inspected on May 18, 2021 by Andrew Holland, Environmental Scientist with MGC. The subject site is roughly 0.32 acres in size (based on Citrus County Property Appraiser (CCPA) records) and comprised of a single parcel with listed physical address of 12128 E Supreme Ct (parcel altkey 1894468) in Floral City, Citrus County, Florida. The parcel is generally unimproved, but a portion of the northern upland areas have been recently cleared. It is our understanding the client is considering constructing a single family residence on-site, requiring wetland setbacks be determined in accordance with Citrus Counties' Land Development Code (LDC). The subject site is located directly south of E Supreme Court, roughly 200 feet west from the intersection with S Old Oaks Dr. The site is bound by a developed residential parcel to the east, a vacant forested parcel to the west, by Supreme Court to the north, and by a man altered channel of Lake Tsala Apopka to the south. The entire property fall within a 100 Year AE Flood Zone according to the FEMA flood zone mapping database, with a base flood elevation of 44.0' (NAVD88) listed.

Soil mapping data was reviewed in advance of the site assessment. Natural Resources Conservation Service (NRCS) soil data identifies one soil unit on-site: Bassinger Fine Sand. According to the NRCS, Bassinger is a hydric (wetland) soil unit, with a depth to seasonal high water (SHW) table of 0-6" in most years. According to SWFWMD LIDAR data, the elevations on site transition from lows of below 40' (NAVD88) on the property to highs of above 44' in the northeast portion of the property.

The majority of the subject site (approximately 0.19 acres) was found to be wetlands. One wetland line was established on-site based upon FDEP / USACE wetland jurisdiction criteria. The wetlands are present in the southern half of the property, where a cypress dominated wetland forest is present adjacent to a man altered channel.

Upland habitat on-site has recently been cleared, but some remnant natural vegetation is present along the western and eastern boundaries. Canopy species noted on-site include live oak (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), pignut hickory (*Carya glabra*), and sweetgum (*Liquidambar styraciflua*). Herbaceous ground cover and shrubs cover within uplands includes beggarticks (*Bidens alba*), wild coffee (*Psychotria nervosa*), Carolina laurelcherry (*Prunus caroliniana*), and saw palmetto (*Serenoa repens*). On-site inspections of soils above the upland/wetland boundary identified a grey fine sand (10YR 4/1 to 5/1) to 8" below the soil surface, and with no hydric soil indicators present in the upper 6" section of the profile.

One wetland line was established on-site in accordance with FDEP / USACE wetland jurisdiction criteria. Wetland lines W (comprised of points W-1 through W-6end, in numerical order) delineates the extent of a narrow wetland herbaceous littoral zone on the southwest end of the property. Canopy species within the

1

2716 S. Lecanto Highway, Lecanto, Florida 34461

Phone (352) 249-1012 ♦ Fax (352) 249-1013 ♦ E mail: mczerwinski@mgcenvironmental.com

V-21-14

Attachment: Applicant Submittal (18355 : V-21-14 Brenda McKenzie for Nancy Plummer)

Michael G Czerwinski, P.A.
 ENVIRONMENTAL CONSULTANTS *MGC*

delineated wetland areas include pond-cypress (*Taxodium ascendens*), sweetgum, Carolina ash (*Fraxinus caroliniana*), American elm (*Ulmus americana*), and swamp tupelo (*Nyssa biflora*). The shrub and ground cover of wetland areas are comprised of royal fern (*Osmunda regalis*), cinnamon fern (*Osmundastrum cinnamomeum*), manyflower marshpennywort (*Hydrocotyle umbellata*), millet beaksedge (*Rhynchospora miliacea*), common buttonbush (*Cephalanthus occidentalis*), bulltongue arrowhead (*Sagittaria lancifolia*), pickerelweed (*Pontederia cordata*), alligatorweed (*Alternanthera philoxeroides*) and maidencane (*Panicum hemitomon*). Soils within these wetland areas generally possessed NRCS hydric soil indicators of mucky mineral (A7) starting within the upper 6" of the soil profile. Hydrologic indicators present on-site include saturated soils fern tussocks.

Ultimately, our investigation revealed the majority of the parcel to be wetlands (roughly 0.19 acres, MOL), with wetlands present throughout the southern half of the property. The uplands are directly accessible from Supreme Court. Proposed future structural improvements will need to comply with Citrus County Land Development Code (LDC) requirements. The LDC requires that structures be setback 50' from wetlands, which can be reduced to 35' through creation of a berm & swale system designed to intercept stormwater runoff. Due to the limited upland space present in the north end of the property, it may be necessary to apply for a hardship variance from the LDC setback requirements, which can potentially reduce the wetland setback to 15'. However, variance applications are reviewed on a case by case basis, and not guaranteed to be approved.

Attachment: Applicant Submittal (18355 : V-21-14 Brenda McKenzie for Nancy Plummer)

V-21-14

2

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Michael G. Czerwinski, P.A.
 ENVIRONMENTAL CONSULTANTS *MGC*

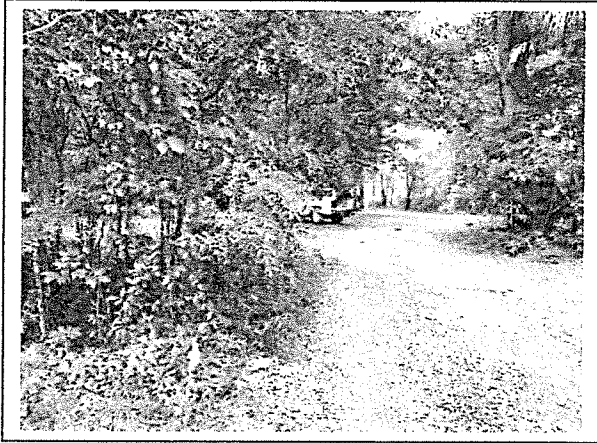


Photo 1. Photo of the northern property frontage along Supreme Ct.



Photo 2. A photo of recently cleared upland areas in the northern portion of the property.



Photo 3. Photo of undisturbed upland habitat along the western boundary, with very large live oak in center.



Photo 4. Photo of typical forested wetland habitat on-site.



Photo 5. A photo of typical wetland soil profile on-site, meeting NRCS hydric soil indicator A7 for mucky mineral.



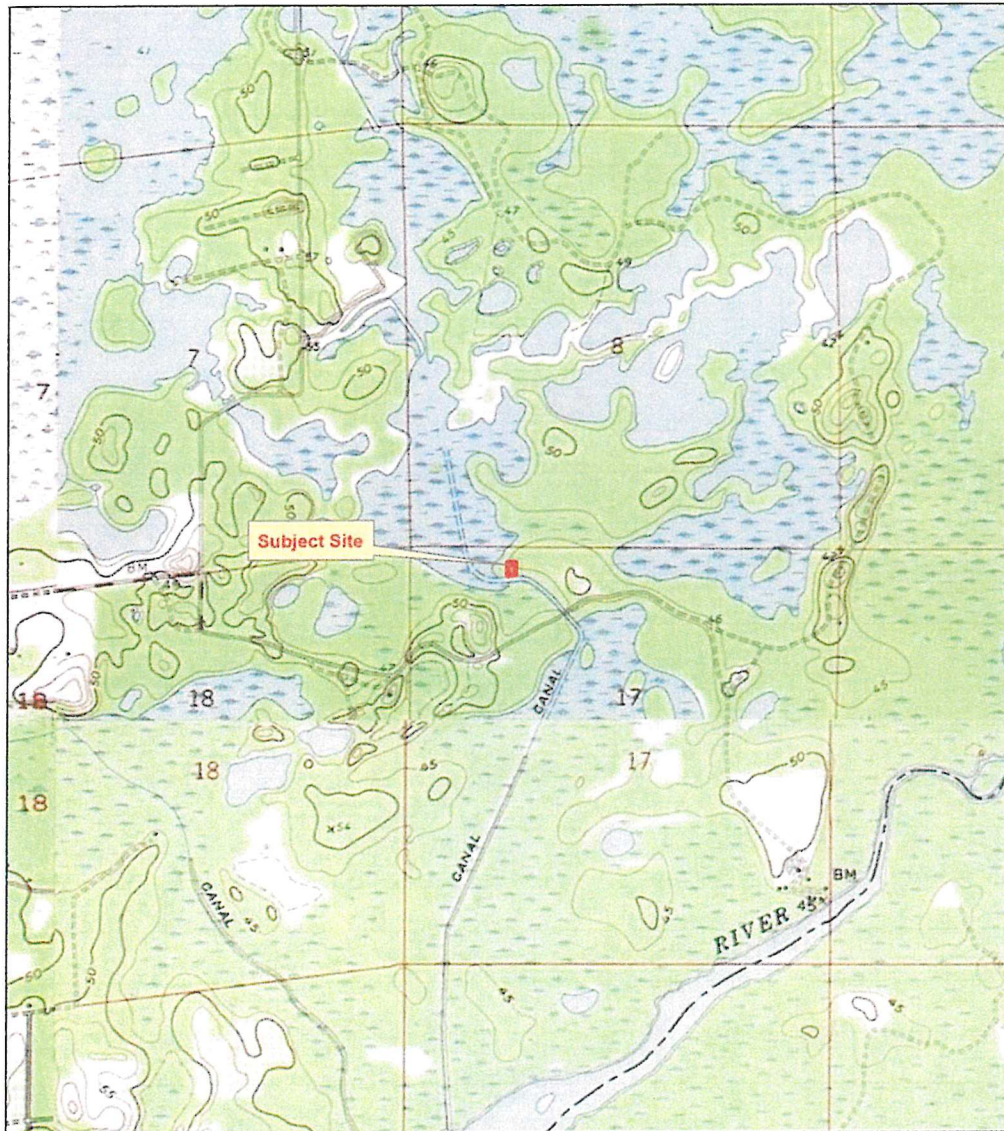
Photo 6. Photo of deepened / man altered channel directly south of the property.

2716 S. Lecanto Highway, Lecanto, Florida 34461
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Michael G Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

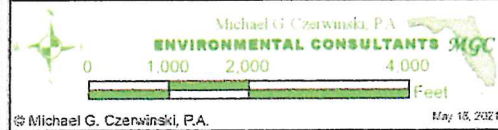
Subject Site Location



**12128 E Supreme Court
 for McKenzie Permitting**

0.32 Acres (MOL) in Floral City
 Citrus County, Florida

Data Source: FDOT, Leds County, Property Appraiser, Field Reports. Compiled By: ABH



© Michael G. Czerwinski, P.A.

May 18, 2021

This map is for informational purposes only. This is not a survey. Boundaries are approximate.

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MAY 21 2021

V-21-14

Land Development E

Attachment: Applicant Submittal (18355 : V-21-14 Brenda McKenzie for Nancy Plummer)

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ENVIRONMENTAL CONSULTANTS MGC



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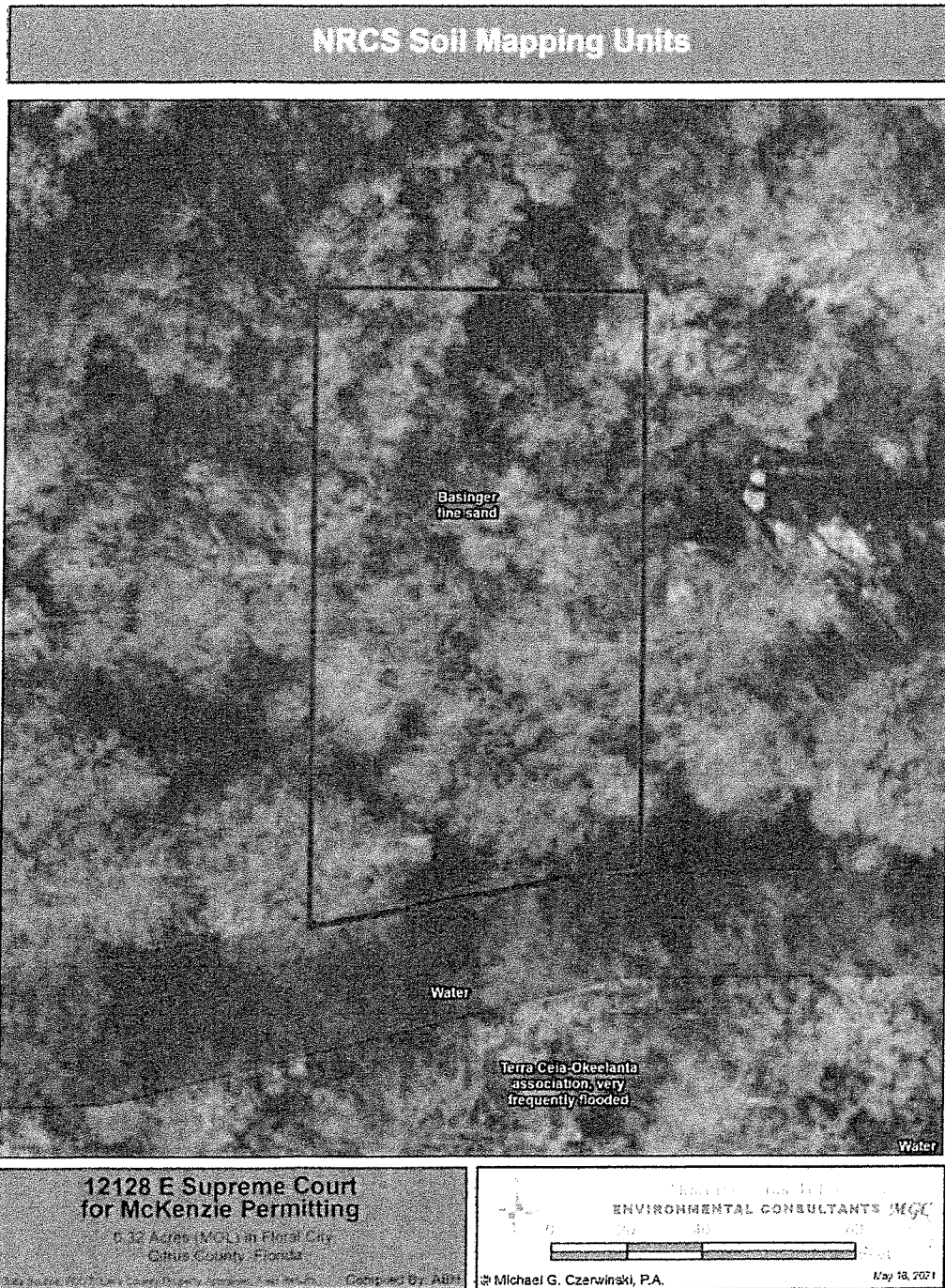
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V-21-14

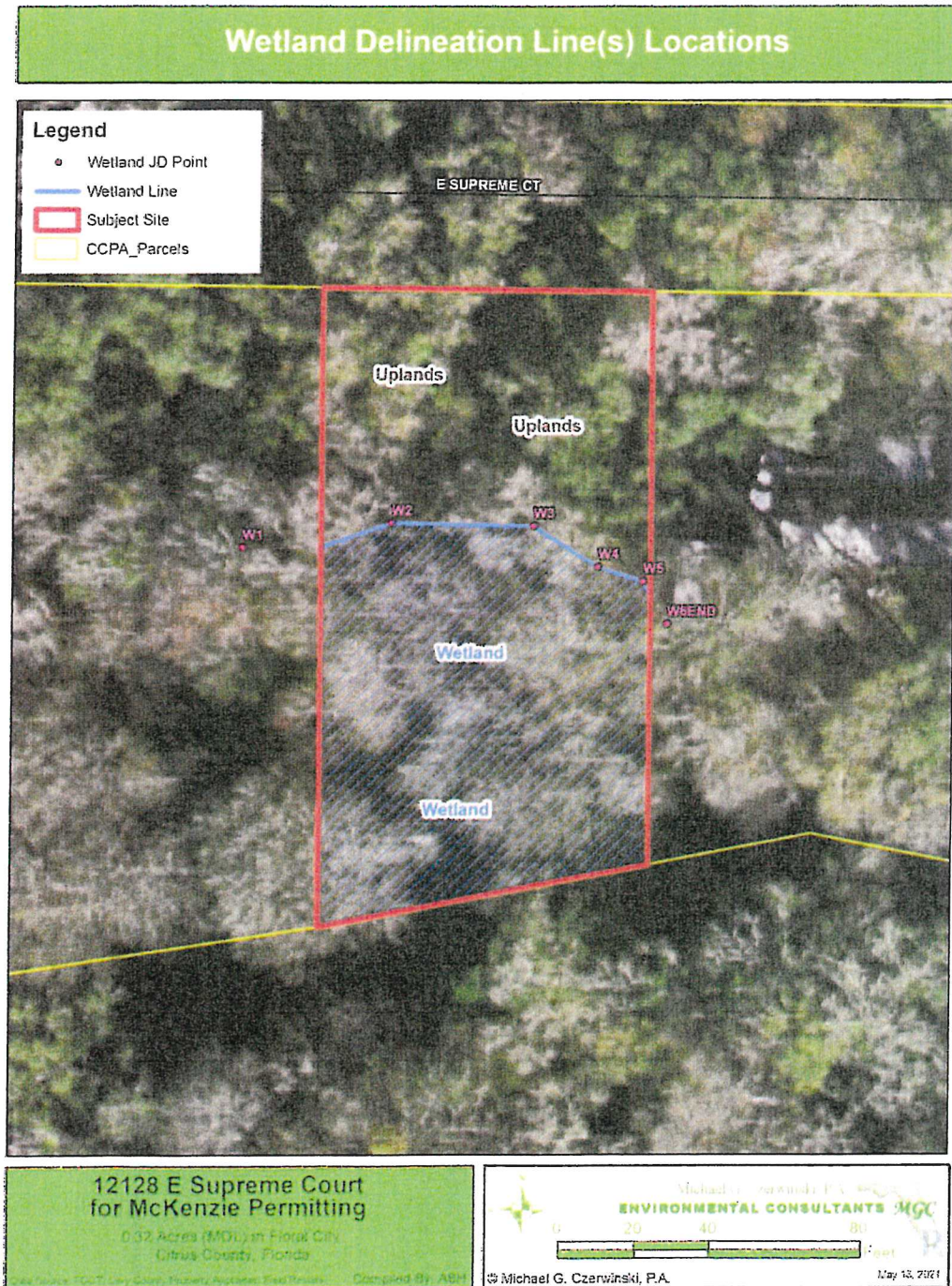
Land Development

Michael G. Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC



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Michael G. Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC



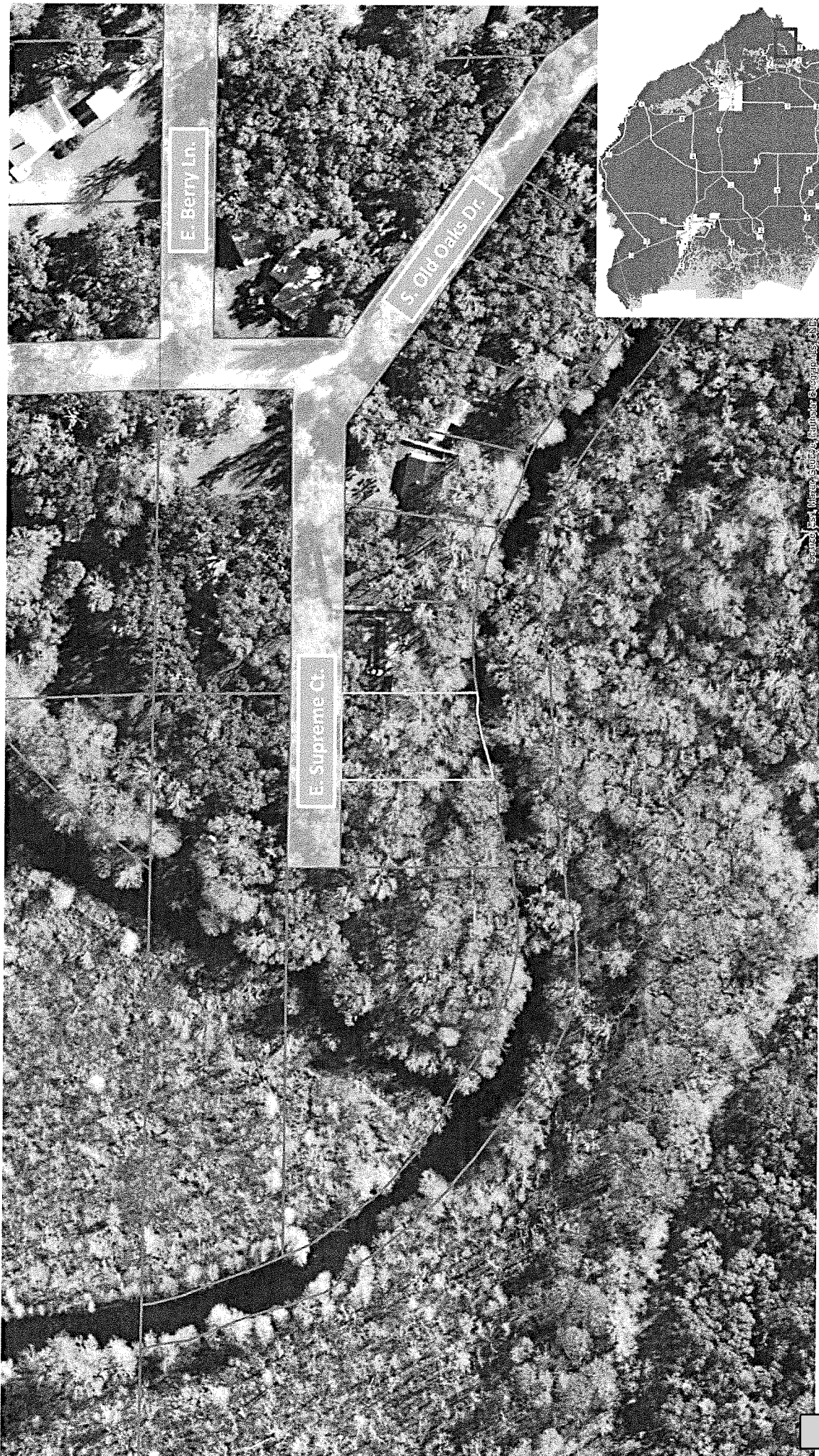
Attachment: Applicant Submittal (18355 : V-21-14 Brenda McKenzie for Nancy Plummer)

V-21-14 7

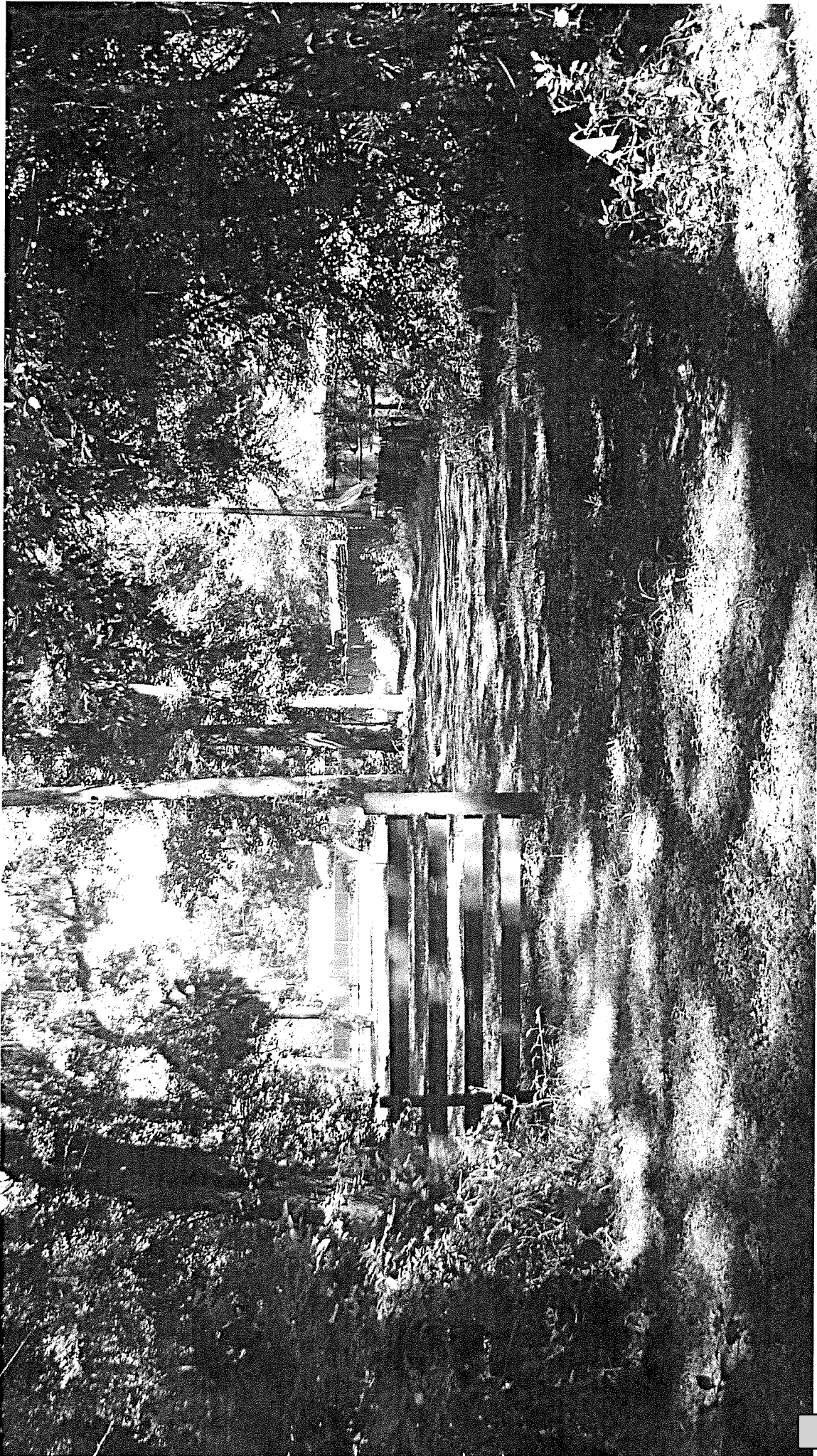
2716 S. Lecanto Highway, Lecanto, Florida 34461
Phone (352) 249-1012 • Fax (352) 249-1013 • E mail: mczerwinski@mgcenvironmental.com

V-21-14

Brenda Mckenzie for Nancy Plummer





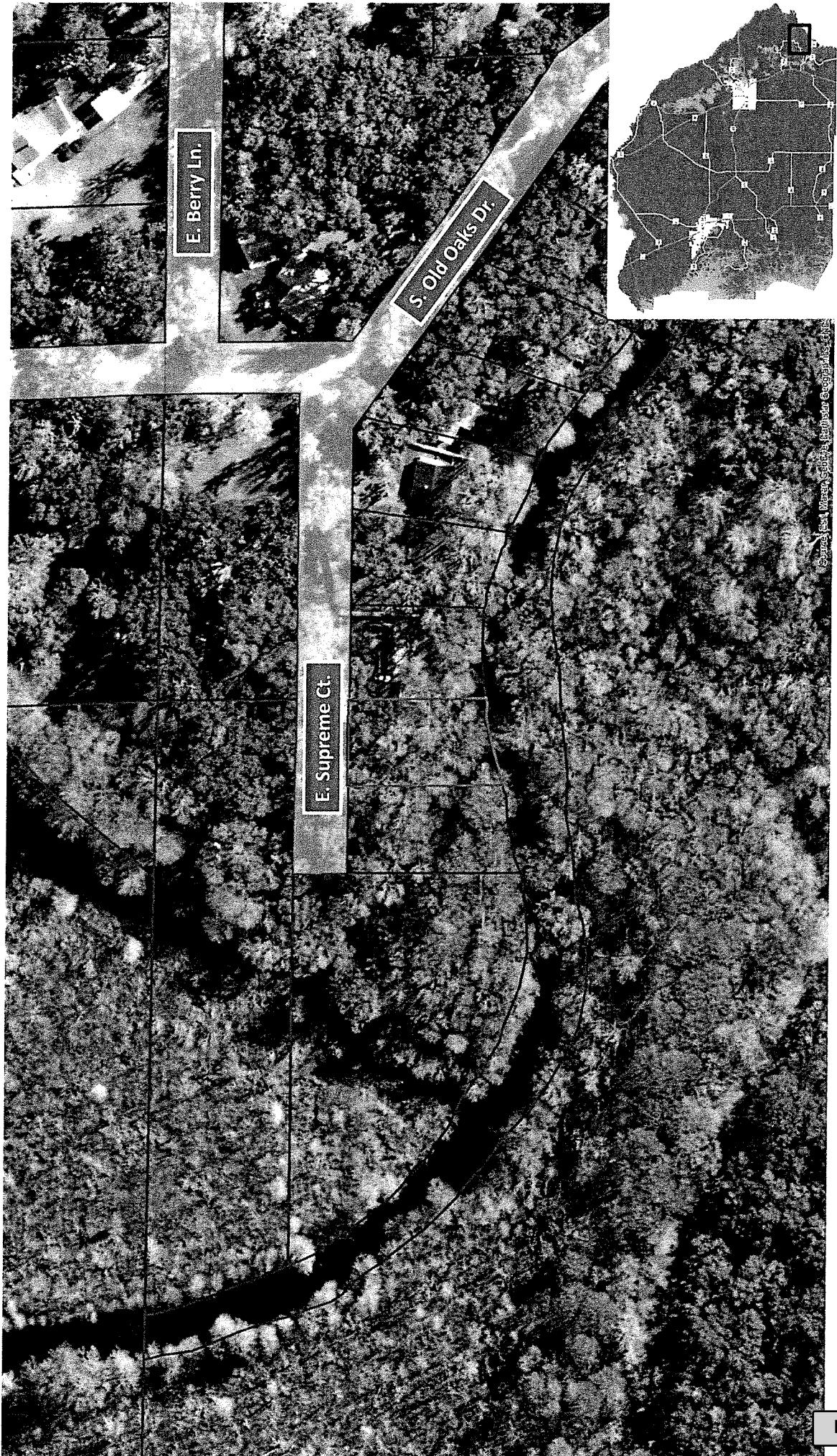


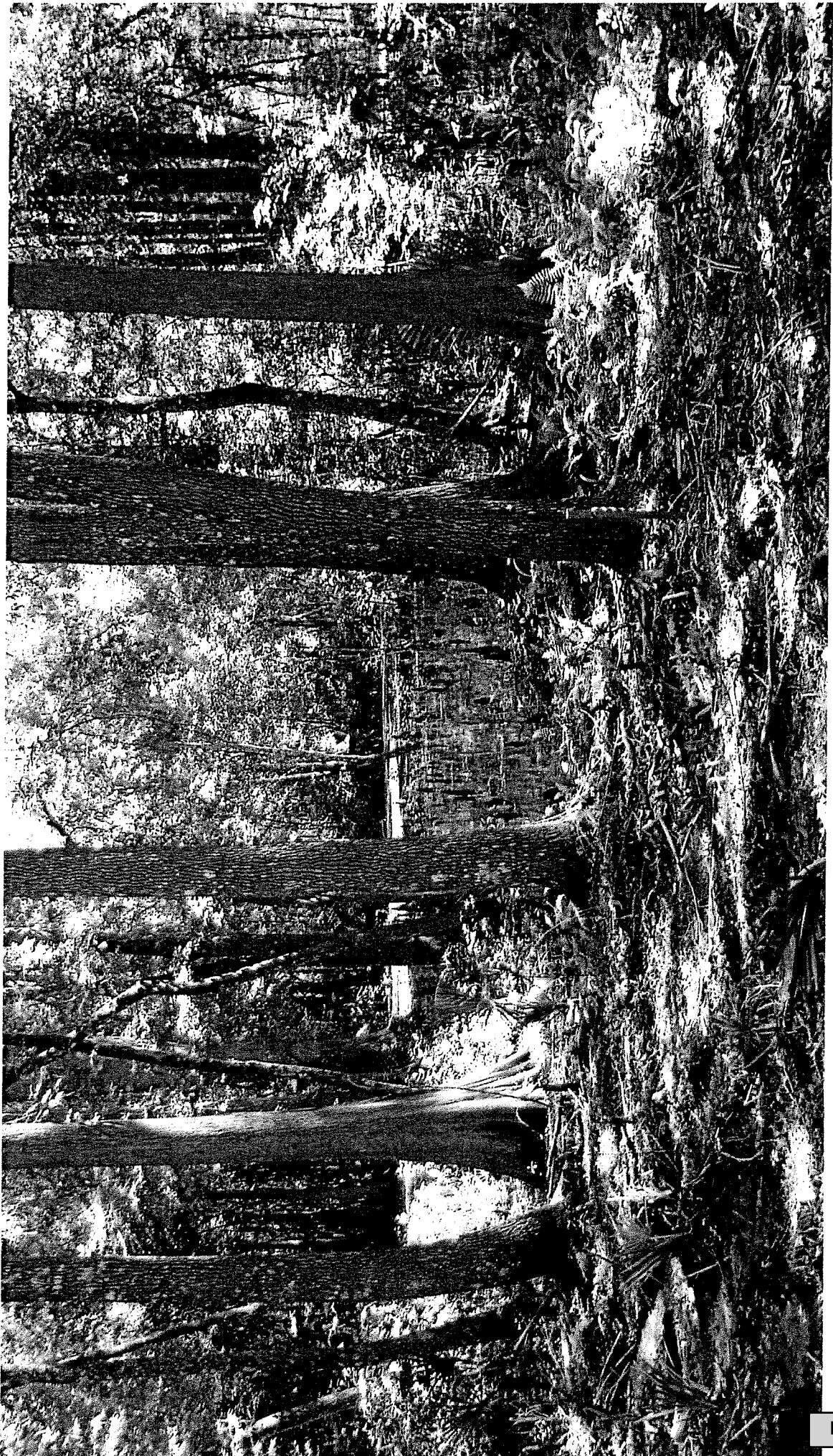


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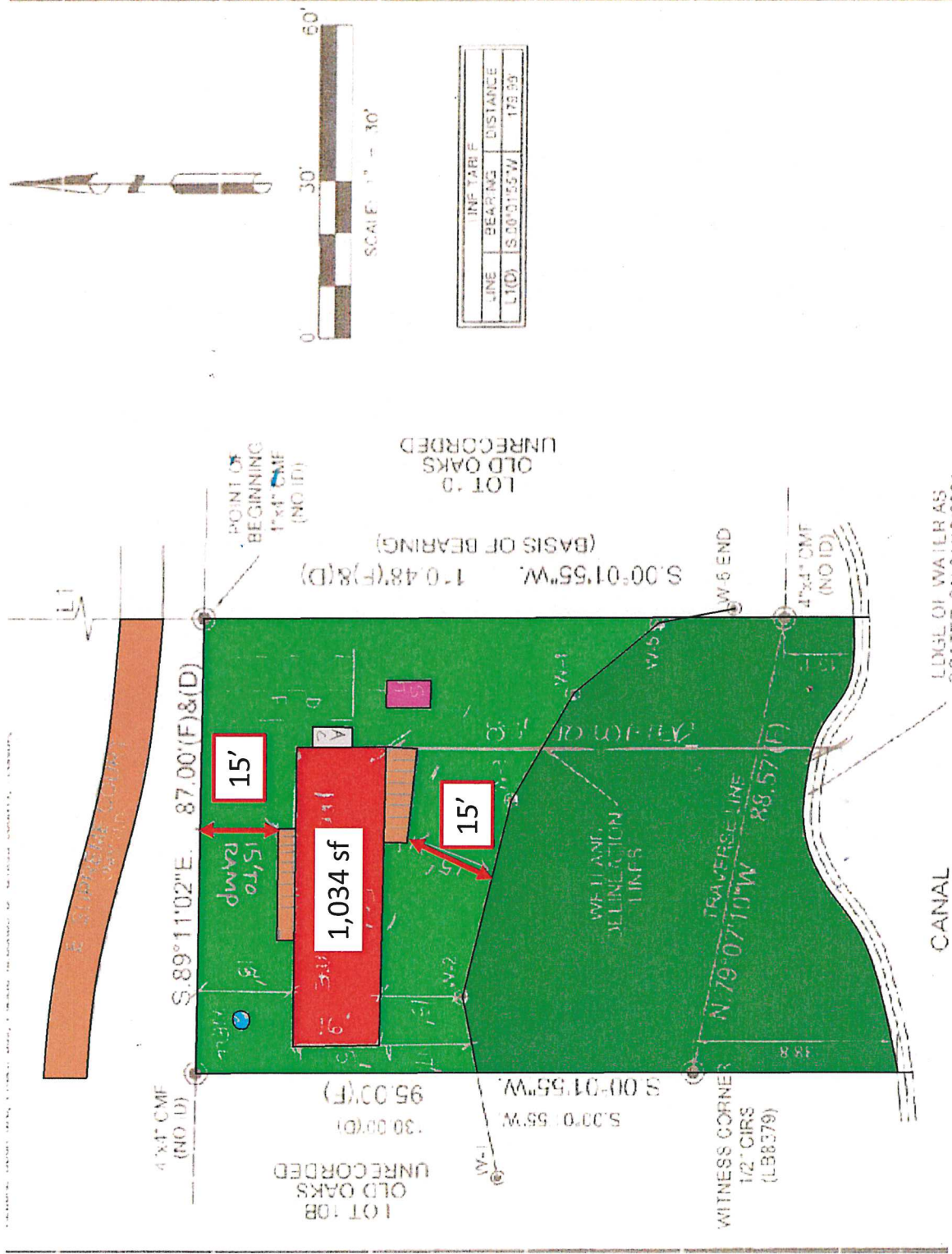
V-21-14

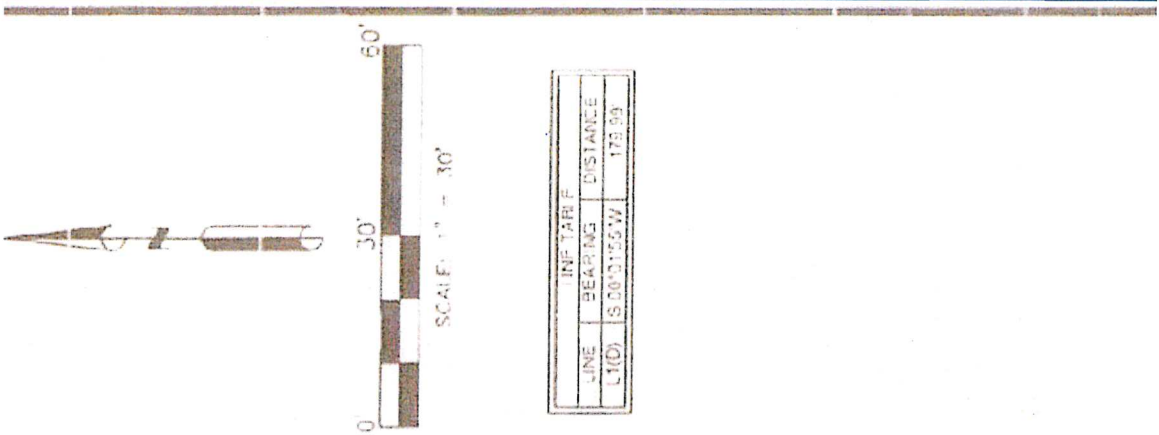
Brenda Mckenzie for Nancy Plummer













AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	V-21-16 McKenzie Permitting for Phillipe Villain
AGENDA DATE:	October 07, 2021

BRIEF OVERVIEW:

This request is for a two-part Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family dwelling (1) having less than the required 50-foot minimum building waterfront setback in a Velocity or Coastal A Zone, pursuant to Section 3520, Floodplain Protection standards, and (2) having less than the required 50-foot minimum building setback from the centerline of a right-of-way pursuant to Section 2300, Building Setback Requirements and Height Requirements for All Land Use Districts, as specified in the LDC.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Conduct a public hearing on October 7, 2021, to review and consider, V-21-16 McKenzie Permitting for Phillipe Vallain



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 VARIANCE APPLICATION

Application No.: V-21-16 Date: 7/21/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*

Name: BRENDA MCKENZIE

Address: 1232 E. GOSPEL ISLAND

City: INVERNESS

State: FLORIDA Zip: 34450

Home No.: 352-126-0888 Cell No.: 601-0942

Work No.: _____ Fax No.: _____

Email: mckenziepermitting@gmail.com

Property Owner

Name: PHILLIPE VILLAIN

Address: 2617 CARTER GROVE CIRCLE

City: WINDERMERE

State: FLORIDA Zip: 34786

Home No.: _____ Cell No.: 407-342-5808

Work No.: _____ Fax No.: _____

Email: plvillain@gmail.com

Property Description: Section: 30 Township: 18 South Range: 17 East

Legal Description: REPLAT OF DIXIE SHORES

Subdivision: REPLAT OF DIXIE SHORES Lot(s): 46+47 Block/Parcel: _____

Alternate Key #: 2596309 Parcel ID: 17E18S300010 0460

Is this hearing being requested as a result of a Code Violation Notice? Yes _____ No _____

If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Variance Request: THE SIZE AND SHAPE OF PROPERTY AND CIRCULAR CUT OUT FOR CULDESAC RESTRICTIONS BEING ABLE TO PLACE REASONABLE HOME

State hardship that justifies the granting of the variance:

ALLOW FOR FRONT YARD SET BACK OF 20 FEET AND REAR SET BACK OF 21 FEET

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: Brenda McKenzie

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 Brenda McKenzie, who is personally known to me or provided as identification and who did not take an oath.

WITNESS my hand and official seal this 21 day of JULY, 2021.

Printed Name

Notary Public - State of Florida

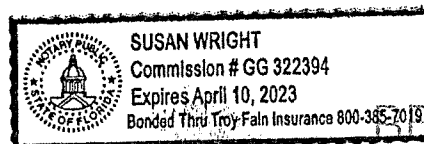
For Staff Use Only

Date: _____
Time: _____
Initials: _____

ATF: _____

QTR: _____
LUD: _____

FZ: _____



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V-21-16
Land Development

Packet Pg. 173

Attachment: Applicant Submittal (18356 : V-21-16 McKenzie Permitting for Philippe Villain)

FILING REQUIREMENTS

- ✓ 1. Completed application (additional sheets may be added if more space is needed).
- ✓ 2. Applicable filing fee as required by Resolution adopted by the Board of County Commissioners. The applicant will also be billed for advertising and postage fees, to be billed at a later date. In accordance with the requirements of the Citrus County Land Development Code (Ord. 2012-06 as amended), the applicant is responsible for payment of all costs for public notification of the application review. These costs include notification of abutting property owners by mail and advertising in a newspaper of general circulation. Applicants shall be billed actual costs incurred for public notification. **No application shall be processed for final adoption until all fees are paid.**
- ✓ 3. Proof of ownership and legal description of property (tax notice or deed may suffice).
- ✓ 4. Site plan (**DRAWN TO SCALE**), which shall be no smaller than one inch equals 200 feet on a minimum of an 8 1/2 x 11 sheet. **If the site plans and/or booklets are larger than 8 1/2 x 11, 30 copies will need to be submitted.** Include North arrow to indicate orientation. **SITE PLANS SHALL SHOW THE FOLLOWING INFORMATION:**
 - ✓ A. Lot area and percentage of lot covered (impervious surface ratio).
 - ✓ B. Driveway access location and parking space arrangement included in the site plan.
 - ✓ C. All rights-of-way and easements adjacent to and crossing subject property.
 - ✓ D. All water courses, water bodies, jurisdictional wetlands, and floodplains. The mean high water line (tidal) or line of ordinary high water (non-tidal) must be shown when determining waterfront setbacks.
 - ✓ E. Proposed or existing potable water/well and waste disposal system/septic
 - ✓ F. Existing and proposed location of building/structures including heights and separation.
 - ✓ G. All setbacks between building/structures and property lines/waterbodies/jurisdictional wetlands.
 - ✓ H. Any walls or fences – give location, height, and material type.
 - ✓ I. Existing and proposed stormwater management systems including proposed or existing swales and/or berms.
 - ✓ J. Proposed stormwater management systems.
 - ✓ K. Fire hydrant – give location (if provided).
 - ✓ L. Signs – give location, size, and height (as applicable).
 - ✓ M. Loading – give location and dimensions (as applicable).
- ✓ 5. "Letter of Authorization", if applicant is other than owner (form provided).
- ✓ 6. Written directions to the property from Department of Development Services office.
- ✓ 7. Signed "Appeal Notice" (form provided).
- ✓ 8. Flood Zone designation including base flood elevation.
- ✓ 9. A survey, no more than one year old or re-certified by the original surveyor no more than one year prior to the application date. (NOT applicable for residential applications).

I HEREBY ACKNOWLEDGE THAT FAILURE TO SUBMIT THE ABOVE INFORMATION ALONG WITH THE RETURN OF THIS FORM, AND/OR THAT THE INFORMATION SUBMITTED IS INSUFFICIENT FOR REVIEW MAY DELAY PROCESSING CAUSING THE APPLICATION TO BE SCHEDULED TO A LATER HEARING DATE. APPLICATIONS FOUND INCOMPLETE WILL BE RETURNED TO THE APPLICANT.

Return this application to:

CITRUS COUNTY LAND DEVELOPMENT DIVISION
3600 W Sovereign Path, Suite 140
Lecanto, FL 34461

RECEIVED

JUL 21 2021

V-21-16
Land Development Division

Signature: Brenda McKenzie

Date: 7/20/2021

Attachment: Applicant Submittal (18356 : V-21-16 McKenzie Permitting for Philippe Villain)



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: Brandi McCelligie
Date: 7-20-2021

RECEIVED

JUL 21 2021

V-21-16

Land Development Division

Attachment: Applicant Submittal (18356 : V-21-16 McKenzie Permitting for Philippe Villain)



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.citrusboec.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

☒ Variance ☐ Conditional Use ☐ Minor Subdivision ☐ Lot Reconfiguration
☐ Plat Vacation ☐ Street Vacation ☐ Comprehensive Plan Amendment
☐ Atlas Amendment ☐ Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 30 Township 18S Range 17E Alternate Key # 3511830
 Lot # 46+47 Block _____
 Subdivision REPLAT OF DIXIE SHORES UNIT ONE

I, PHILLIPPE VILLAIN, owner of the above described property,
 (Name of Owner)

authorize BRENDA MCKENZIE of MCKENZIE PERMITTING 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

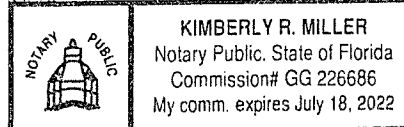
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PHILLIPPE VILLAIN, who is personally known to me or provided KNOWN as identification and who did not take an oath.

WITNESS my hand and official seal this 24 day of July 2021

Kimberly R. Miller
 Printed Name

Notary Public - State of Florida

Seal



Attachment: Applicant Submittal (18356 : V-21-16 McKenzie Permitting for Philippe Villain)

8/20/2021

VILLAIN ZOE AUTHORIZATION.png



Board of County Commissioners
 DEPARTMENT OF GROWTH MANAGEMENT
 LAND DEVELOPMENT DIVISION
 3600 W. Sovereign Path, Suite 140
 Lecanto, FL 34461
 Telephone: (352) 527-5239, Fax (352) 527-5428
 Toll Free (352) 489-2120 TTY (352) 527-5312
 Web Address: www.citrusboec.com

AUTHORIZATION**APPLICATION REQUEST: (check one)**

☒ Variance ☐ Conditional Use ☐ Minor Subdivision ☐ Lot Reconfiguration
☐ Plat Vacation ☐ Street Vacation ☐ Comprehensive Plan Amendment
☐ Atlas Amendment ☐ Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 30 Township 18S Range 17E Alternate Key # _____

Lot/Parcel _____ Block _____

Subdivision DIXIE SHORES (REPLAT)

I, ZOE VILLAIN, owner of the above described property,
 (Name of Owner)

authorize BRENDA MCKENZIE of MCKENZIE PERMITTING 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] (Signature of Owner)

STATE OF FLORIDA
 COUNTY OF CITRUS ORANGE

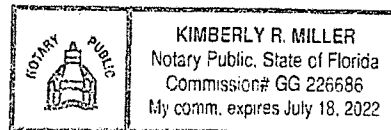
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PHILIPPE VILLAIN, who is personally known to me or provided known as identification and who did not take an oath.

WITNESS my hand and official seal this 21 day of AUGUST 2021

Kimberly R. Miller
 Printed Name

[Signature]
 Notary Public - State of Florida

Seal





SUNBELT
TITLE AGENCY

Prepared by: Tammy Butler
Sunbelt Title Agency
Return to: 2170 West SR 434, Suite 450
Longwood, FL 32779
File Number: 7964130230



2013043141 1 PG

OFFICIAL RECORDS
CITRUS COUNTY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$10.00
DOCUMENTARY TAX: \$973.00
2013043141 BK: 2578 PG: 713
09/10/2013 01:14 PM 1 PG
JCROLL.DC Receipt #038421

139,000.00

[Space Above This Line For Recording Data]

This Warranty Deed

Made this 30th day of August, 2013 by Phillip Moraw, A Married Man, hereinafter called the Grantor, to Philippe Villain, A Married Man, whose post office address is: 2617 Carter Grove Cr. Windermere, FL 34786 hereinafter called the Grantee:

(Whenever used herein the term "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 Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Citrus County, Florida, viz:

Lot 46, REPLAT OF DIXIE SHORES UNIT NO. ONE according to the Plat thereof as recorded in Plat Book 5, Pages 8 and 9 as recorded in the Public Records of Citrus County, Florida.

Parcel Identification Number: 17E18S300010 0460

Said property is not the homestead of the Grantor(s) under the Laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

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 Grantee 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; that 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. Subject to covenants, restrictions, easements of record and taxes for the current year and subsequent years.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: (Signature)

Print Name:

Kyle Melow

Witness: (Signature)

Print Name:

Michelle Murphy

State of

County of

Florida
Volusia

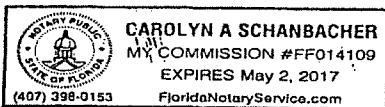
The foregoing instrument was acknowledged before me this 30th day of August, 2013 by Phillip Moraw, A Married Man, who: [☒] is personally known to me or [] produced _____ as identification

NOTARY PUBLIC (Signature)

Print Name:

My Commission Expires:

Stamp/Seal:



Incident to the issuance of title insurance.
WARRANTYDEED
REV. 01/22/13
LSD/ms

RECEIVED

JUL 21 2021

V-21-16

Land Development Division

This Warranty Deed

Made this 29th day of January, 2007 by
PHILLIP L. MORAW, A MARRIED MAN

hereinafter called the grantor, to
PHILLIPE VILLAIN AND ZOE VILLAIN, HUSBAND AND WIFE

whose post office address is:
**10028 OAKSIDE DRIVE
 ORLANDO, FL 32836**



2007006225 1 PG

OFFICIAL RECORDS
 CITRUS COUNTY
 BETTY STRIFLER
 CLERK OF THE CIRCUIT COURT
 RECORDING FEE: \$10.00
 DOCUMENTARY TAX: \$1,890.00
 # 2007006225 BK:2092 PG:95
 01/31/2007 02:16 PM 1 PG
 JPARRISH,DC Receipt #003659

hereinafter called the grantee:

(Whenever used herein the term "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, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in CITRUS County, Florida, viz:

Lot 47, REPLAT OF DIXIE SHORES UNIT NO. ONE, according to the map or plat thereof recorded in Plat Book 5, Pages 8 and 9, of the public records of Citrus County, Florida.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 2596309

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 grantee 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; that 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 accruing subsequent to December 31, 2006.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Lori A. Jones
 Witness: (Signature) **Lori A. Jones**
 Print Name: _____

Tammy L. Butler
 Witness: (Signature) **Tammy L. Butler**
 Print Name: _____

Phillip L. Moraw
 PHILLIP L. MORAW
 1307 N GORDON ST
 PLANT CITY, FL 33566

State of Florida
 County of POLK

The foregoing instrument was acknowledged before me this 29th day of January, 2007, by PHILLIP L. MORAW, A MARRIED MAN, who is personally known to me or who has produced drivers license as identification.

Tammy L. Butler
 NOTARY PUBLIC (signature)
 Print Name: **Tammy L. Butler**
 My Commission Expires:
 Stamp/Seal:

Prepared by:
Tammy Butler
 Sunbelt Title Agency
 3003 South Florida Avenue
 Lakeland, FL 33803
 File Number: 7964060114



Tammy L. Butler
 Commission #DD204076
 Expires: Apr 16, 2007
 Bonded Thru
 Atlantic Bonding Co., Inc

RETURN TO:
 Sunbelt Title Agency
 809 South Orlando Avenue
 Suites K-O
 Winter Park, Florida 32789

RECEIVED

Incident to the issuance of a title Insurance contract.
 WARRANTYDEED.dot
 REV. 08/28/06
 PL

JUL 21 2021
 V-21-16
 Land Development
 Packet Pg. 179

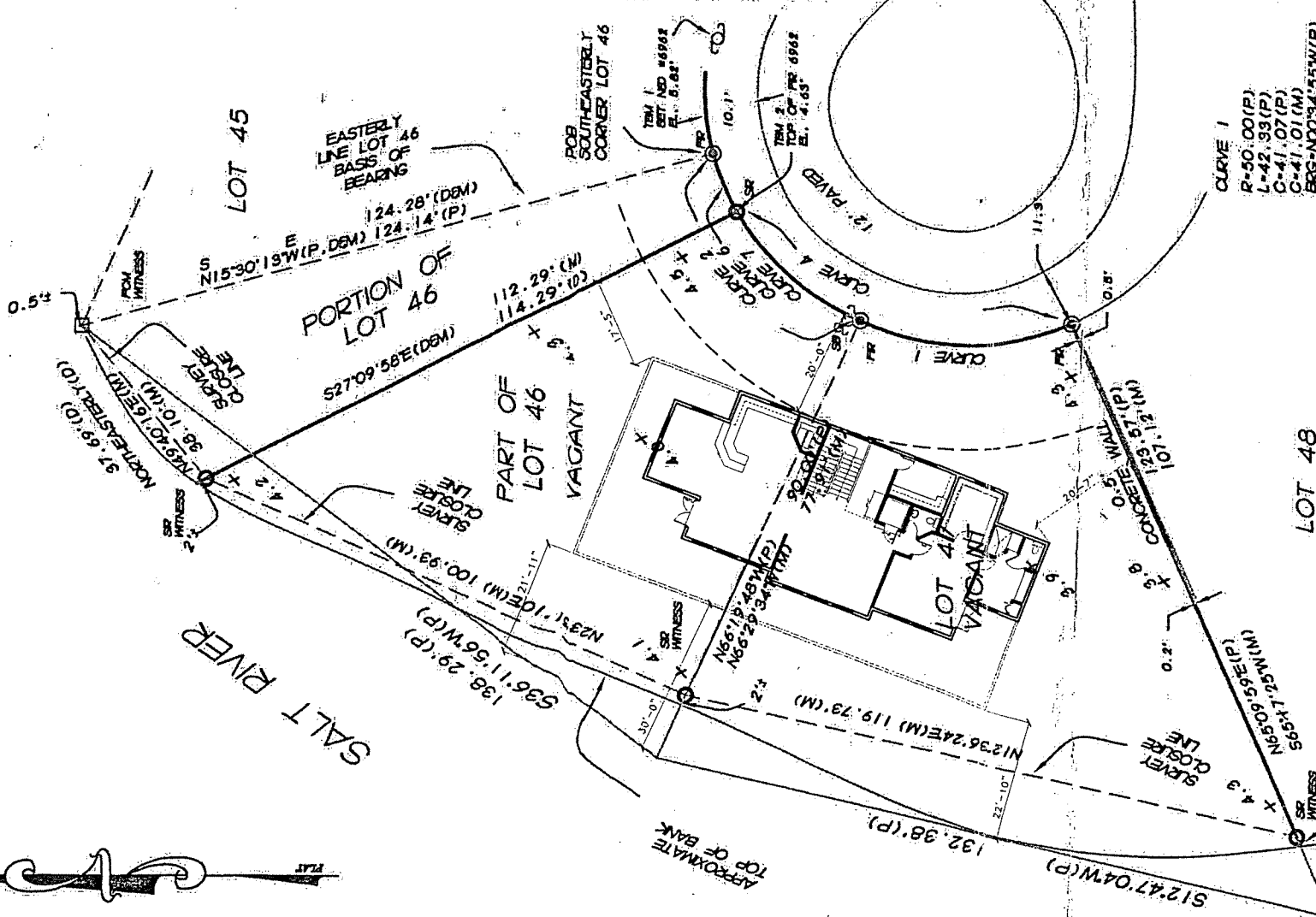
Attachment: Applicant Submittal (18356 : V-21-16 McKenzie Permitting for Philippe Villain)

JUL 21 2021

V-21-16

Land Development Division

BOUNDARY SURVEY
WITH ELEVATIONS
SEC. 30, TWP 18 S., RNG. 17 E.
CITRUS COUNTY, FLORIDA



- NOTES:
1. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 2. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINER OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
 3. COPYRIGHT © CLARK SURVEYING. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN ANY MANNER BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEMS, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS PLAN WITHOUT AN ORIGINAL SIGNATURE AND SEAL ARE NOT VALID.
 4. WETLAND AREAS MAY EXIST ON SUBJECT PROPERTY AND HAVE NOT BEEN LOCATED BY THIS SURVEYOR.
 5. BASIS OF BEARING IS THE EASTERLY LOT LINE OF LOT 46, BEING N15°30'13"W PER PLAT.
 6. ACCORDING TO FEMA PANEL NO. 120063 0100B 8-15-84 THIS PROPERTY APPEARS TO BE IN FLOOD ZONE V-15 EL. 12H.
 7. ADDITIONS OR DELETIONS TO THE SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 8. THIS SURVEY IS CERTIFIED TO THE DATE OF SURVEY AND NOT TO THE DATE OF SIGNATURE.
 9. THIS SURVEYOR HAS NO KNOWLEDGE OF THE OWNERSHIP OR MAINTENANCE RESPONSIBILITIES OF FENCES ON OR NEAR THE BOUNDARY LINES.
 10. MEAN HIGH WATER LINE IS NOT LOCATED BY THIS SURVEY.
 11. ALL ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM 29.
 12. REFERENCE BENCHMARK IS NOS. 7396E HAVING AN ELEVATION OF 5.341 FEET NATIONAL GEODETIC VERTICAL DATUM 29.

LEGEND	
BM	ROUND 4"X4" CONCRETE MONUMENT (PLAN UNLESS NOTED)
CON	SET 1/8" IRON ROD (LBN 4962)
OP	ROUND 1/8" IRON ROD (PLAN UNLESS NOTED)
A	DESCRIPTIVE POINT (UNLESS NOTED)
P	FLAT INFORMATION
D	DEED OR DESCRIPTION INFORMATION
M	MEASURED INFORMATION
FLS	PROFESSIONAL LAND SURVEYOR
CEB	OFFICIAL RECORD BOOK
PG	PAGE
PRCD	PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
W.M.	WATER METER
TS	TRIP
TS	TRIP
L.B.	POWER POLE
N	POWER BOX
S	LICENSED BUSINESS
E	NORTH
W	SOUTH
SW	WEST
NE	EAST
AW	RIGHT OF WAY
A/C	AIR CONDITIONER
PC	POINT OF CURVE
PT	POINT OF TANGENT
R	RADIUS
A	ARC
C	CHORD
REG	CHORD BEARING
CONC	CONCRETE
ND	NAIL AND DISK (PLAN UNLESS NOTED)
WELL	WELL
TEMP	TEMPORARY BENCHMARK
X 4.3	SPOT ELEVATION
EL.	ELEVATION
CAL	CALCULATED
OA	OVERALL

LOT 47 AND LOT 46, REPLAT OF DIXIE SHORES UNIT NO. ONE, PLAT BOOK 5, PAGES 8 AND 9, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LESS A PORTION OF LOT 46 MORE PARTICULARLY DESCRIBED AS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 46, SAID POINT ALSO BEING ON A CURVE CONCAVED SOUTHEAST, THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.03 FEET, HAVING A RADIUS OF 50 FEET, WITH A CHORD BEARING AND DISTANCE OF S66°23'43"W 12.00 FEET, THENCE LEAVING SAID CURVE GO N27°09'58"W A DISTANCE OF 114.29 FEET MORE OR LESS TO THE WATERS EDGE, THENCE ALONG THE WATERS EDGE NORTHEASTERLY 37.69 FEET TO A POINT ON THE EASTERLY LINE OF LOT 46 BEARING N15°30'13"W FROM THE POINT OF BEGINNING, THENCE LEAVING SAID WATERS EDGE GO S15°30'15"E ALONG THE EASTERLY LINE OF LOT 46 A DISTANCE OF 124.28 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL LYING IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 53J-17.050, 051, 052, OF THE FLORIDA STATUTES, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DAVID L. SMITH, P.L.S., NO. 5265
J. MICHAEL FUGUA, P.L.S., NO. 4192
L.B. 6962

CERTIFIED TO:

PHILIPPE VILLAN AND ZOE VILLAN

LOT 47 AND A PORTION OF LOT 46, REPLAT OF DIXIE SHORES, UNIT NO. ONE, PLAT BOOK 5, PAGES 8 AND 9, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SEC. 30, TWP. 18 S., RNG. 17 E.

CLARK SURVEYING

256 N.E. CRYSTAL STREET
CRYSTAL RIVER, FLORIDA 34428
(352) 563-2729 FAX (352) 563-0037

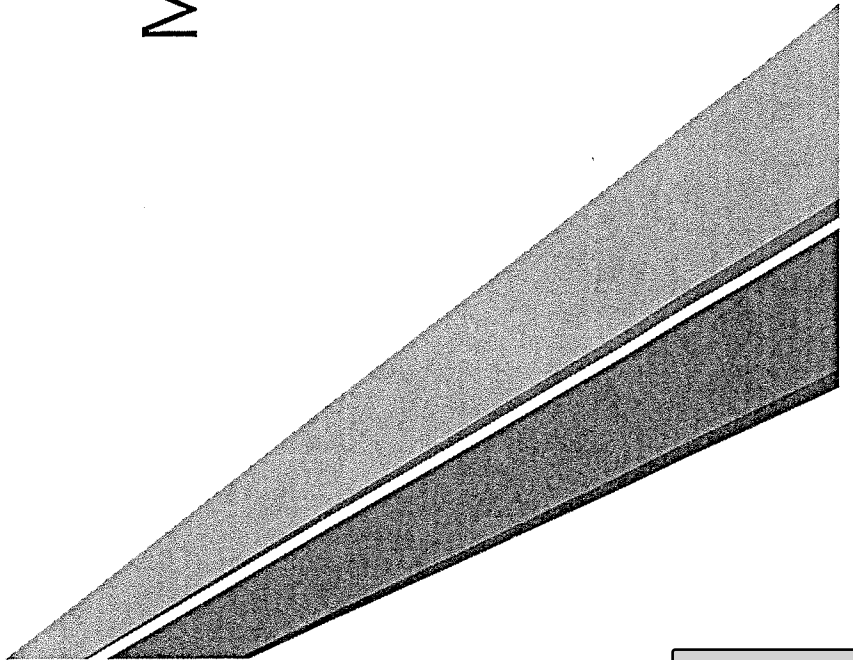
DATE: 8-28-13 SCALE: 1"=30' JOB NO. 122113-A

F.B. 210 PG.22

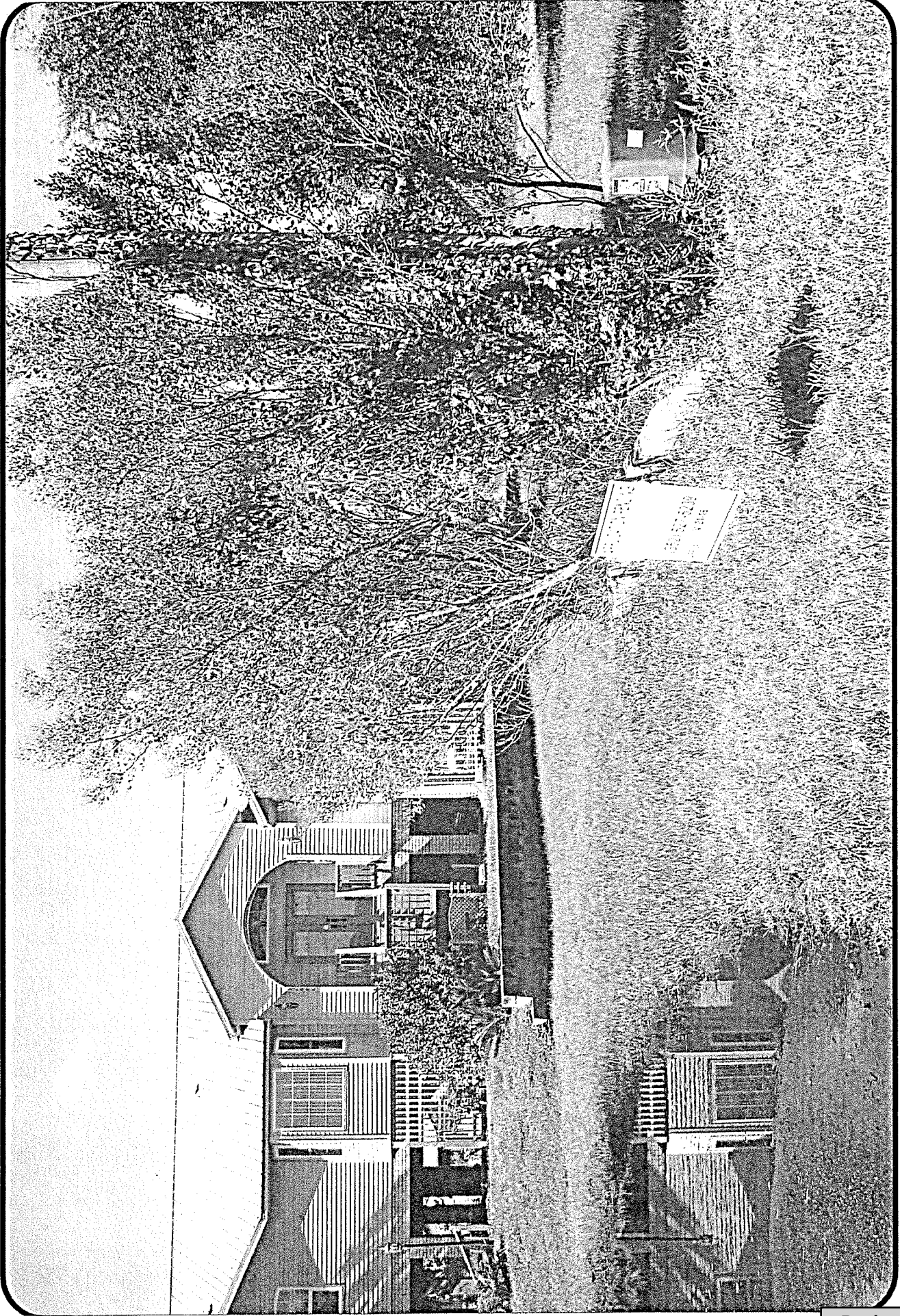
BRAND/2013122113

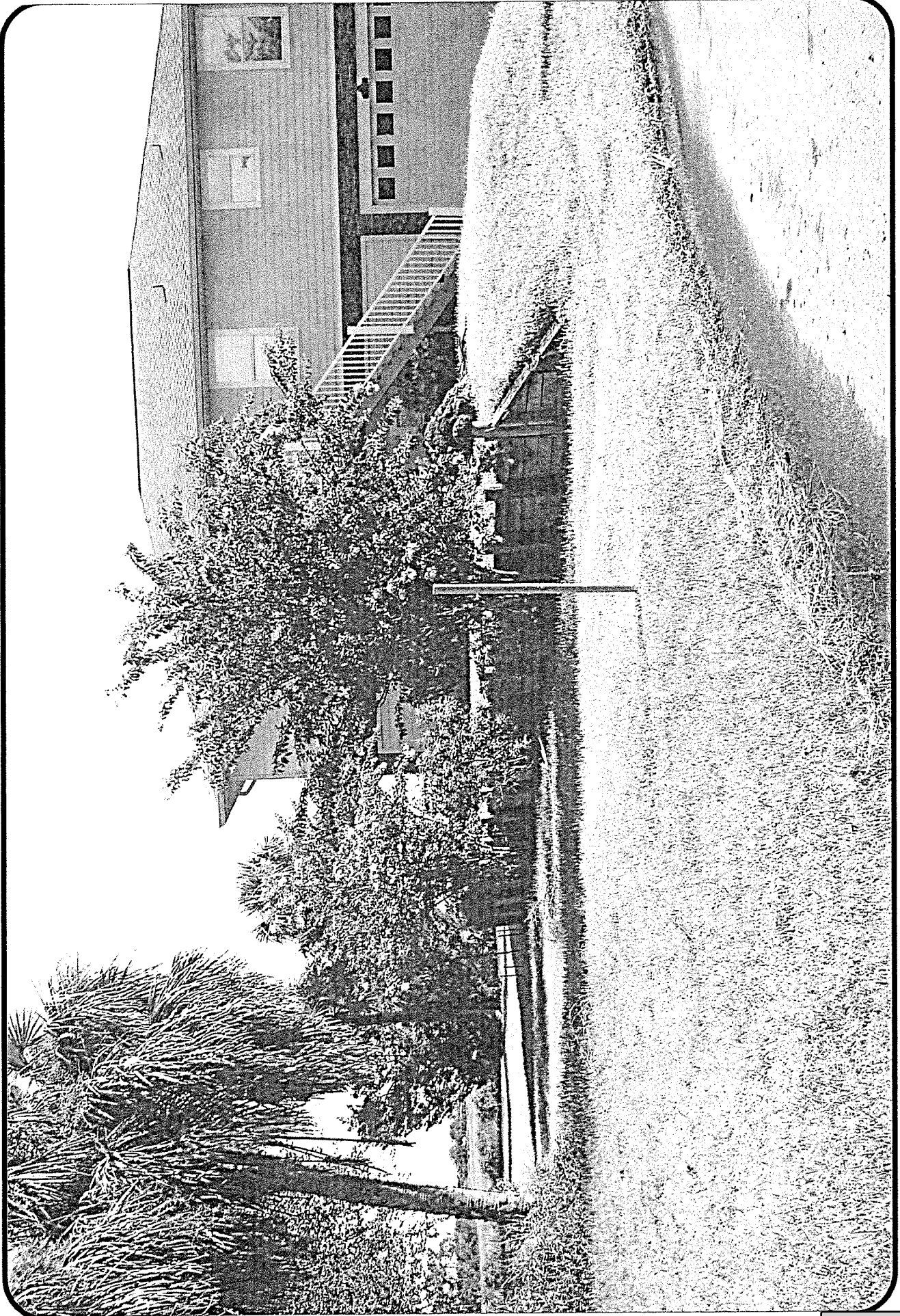
V-21-16

McKenzie for Villain











CITRUS COUNTY, FLORIDA

NOTES:
1. THIS SURVEY IS INDEPENDENT OF ANY PREVIOUS SURVEY. THE EXISTING ENCUMBRANCE, EVIDENCE, CURRENT T.

2. SUBSURVEYED SURVEY. THE EXISTING CONTAINER DEVELOPMENT.

3. COPY TO NO PART (PHOTOCOPIED, STORED, FOR COMPUTER PERMISSION WITHOUT A

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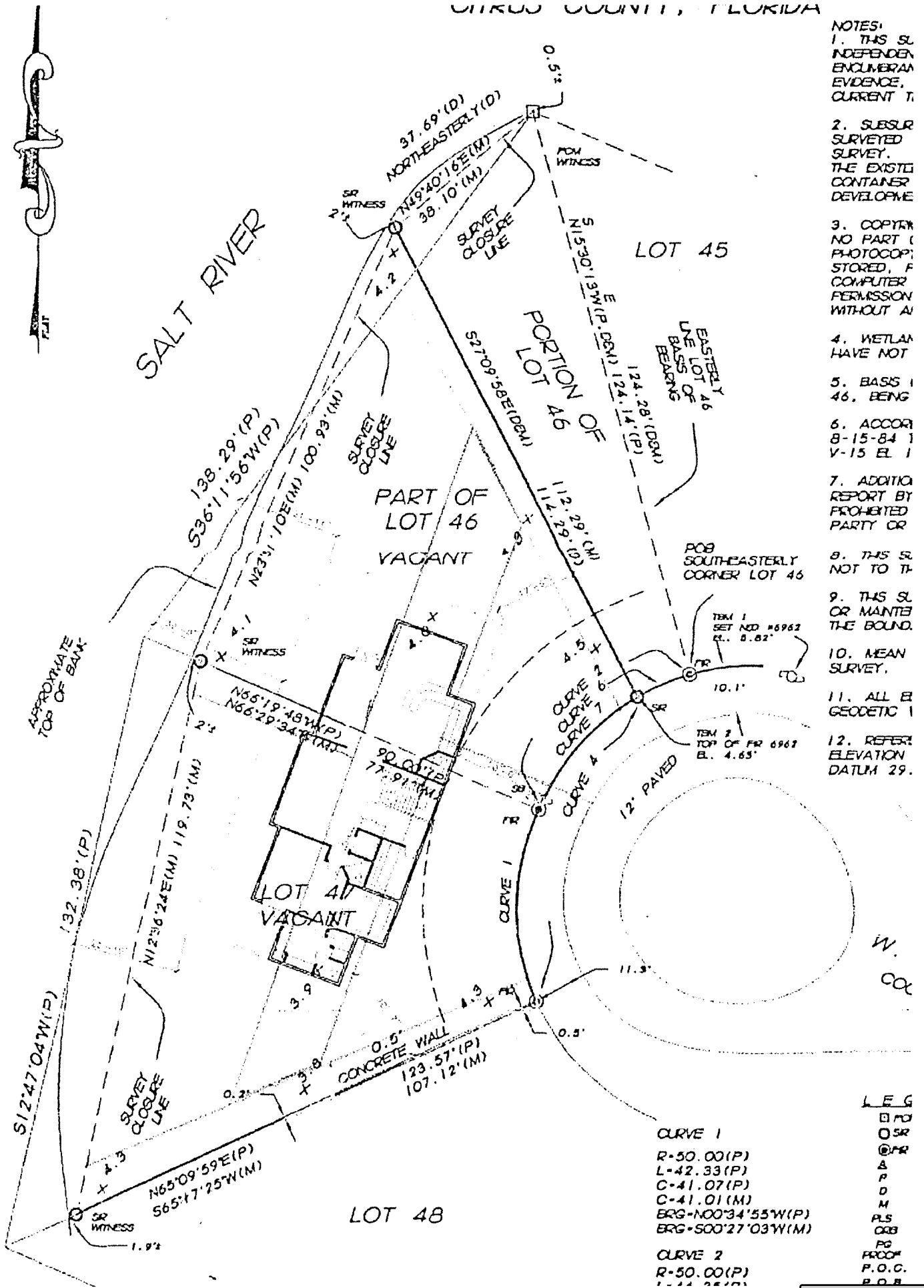
9. THIS SURVEY OR MAINTAIN THE BOUND.

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11. ALL BE GEODETIC 1

12. REFERENCE ELEVATION DATUM 29.

Attachment: Coordinator PP (18356 : V-21-16 McKenzie Permitting for Phillippe Villain)



V-21-16

McKenzie for Villain

Attachment: Planner PP (18356 : V-21-16 McKenzie Permitting for Philippe Villain)





Attachment: Planner PP (18356 : V-21-16 McKenzie Permitting for Philippe Villain)





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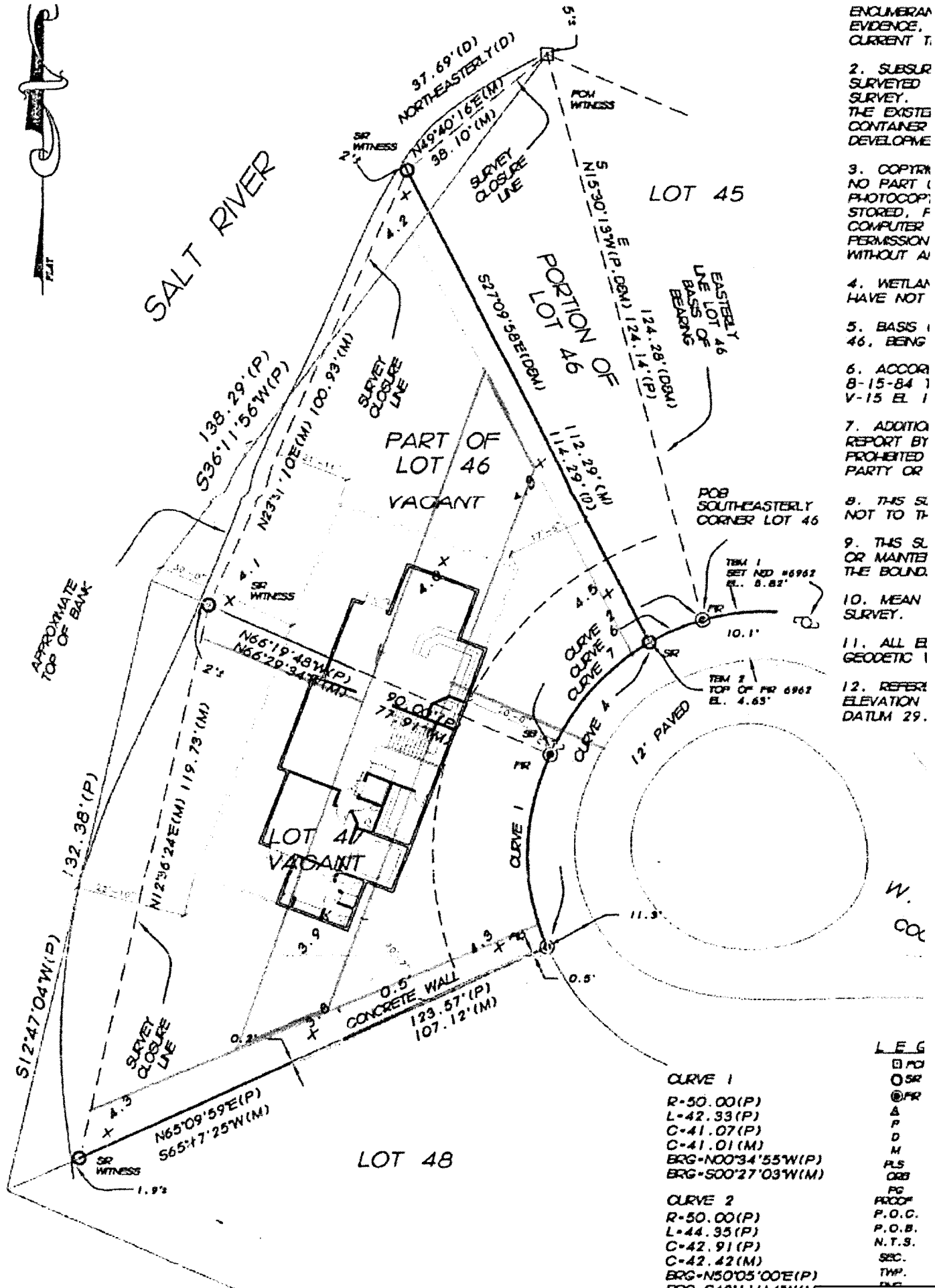
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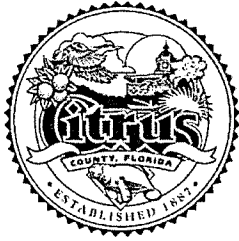
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 SEC.
 TWX
 ETC



PM2-21-99

**DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION**

VARIANCE APPLICATION NO. V-21-16 McKenzie Permitting for Phillipe Villain

DATE: September 1, 2021

PREPARED BY: Amy Bidwell, Senior Planner; Land Development Division *AB*

VARIANCE REQUESTED	This request is for a two (2) part variance from the Citrus County Land Development Code (LDC) for the development of a single-family dwelling having a (1) less than the required 50-foot minimum building waterfront setback in a Velocity Zone, pursuant to Section 3520, <u>Floodplain Protection Standards</u> and (2) having less than the required 50-foot minimum building setback from the centerline of a right-of-way pursuant to Section 2300, <u>Building Setback Requirements and Height Requirements for All Land Use Districts</u>, as specified in the LDC. The applicant is requesting a 40-foot setback from the centerline of a right of way and a 21-foot setback from the mean high-water line in a VE zone, to develop a single-family residence.
SUBJECT PROPERTY	<u>Section 30, Township 18 South, Range 17 East</u>; specifically, Lot 2 of the Redfish Cove subdivision, PB 19, Pg 71 (AK 3511830), which address is 11889 W. Coquina Ct., Crystal River. A complete legal description of the property is on file with the Land Development Division.
ACREAGE	Approximately 14,740 square feet (0.34 acres).
LAND USE	CLR, Coastal and Lakes Residential District CL, Low Intensity Coastal and Lakes Residential District on the Future Land Use Map
FLOOD ZONE	According to the Flood Insurance Rate Map (FIRM), subject property is located in <u>Flood Zone VE</u> with a base flood elevation of 14 feet, as found on Community-Panel Number 12017C0 170E.
SURROUNDING AREA	North – Single-family dwellings, Salt River, and Conservation land South – Single-family residences and Salt River East – Single-family dwellings, W. Coquina Ct. West – Salt River The site is in the Redfish Cove subdivision, where there are single-family dwellings.

Attachment: Staff Report and Locator Map (18356 : V-21-16 McKenzie Permitting for Phillipe Villain)

SOIL INFORMATION	According to the <i>Soil Survey of Citrus County</i> (1988), the soil type in the area is primarily waters of the Gulf of Mexico, Matlacha, Limestone Substratum-Urban Land Complex. Limitations to development are moderate due to wetness.
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BACKGROUND

The subject property is part of the Redfish Cove subdivision. It abuts single-family dwellings, the Salt River and Conservation land to the north, single-family residences and the Salt River to the south, single-family dwellings and W. Coquina Ct. to the east and the Salt River to the west. The property takes access from W. Coquina Ct., a 50-foot wide, paved, County maintained right-of-way.

The property is two lots combined with PLT-13-12, is approximately 0.34 acres in size, and is vacant. In 2005, permit number 200504147 was issued for an after the fact rip rap sea wall, and in 2006, permit number 200614777 was issued for after the fact fill behind the rip rap seawall.

The surrounding area contains mostly single-family residences and several vacant lots. No variances have been granted for the six closest lots on either side of the subject property since the adoption of the LDC.

ANALYSIS

The applicant is requesting a reduction in right of way and waterfront setbacks for the development of a single-family residence. The applicant is proposing to develop an elevated 6,998 square foot single family residence. The ground level will be 2,039 square feet of open space for parking and stairs, the first floor living space will be 2,039 square feet and will have an elevator and a covered deck, and the second floor living space will have 1,472 square feet. The proposed single-family home will be 40-feet from the centerline of the right-of- way and 21-feet from the mean-high water line. The applicant is proposing a 21 percent ISR which meets the LDC requirements for this lot.

The six closest lots on either side of the subject property are similar in size, although this application is utilizing a larger lot. Four of the closest lots on either side of the site have the same concave right-of-way shape as the applicant's property.

Most of the residences in the area were developed prior to the adoption of the Land Development Code. The average waterfront setbacks of these homes are 18-feet, and the average right-of-way setback is 48 feet. Within the current standards of the LDC, the setbacks for this site overlap and it does not have an available building envelope.

<u>Building envelope and setback analysis</u>			
Required waterfront setback in a VE zone	50 ft.	Proposed waterfront setback	21 ft.
Required Front Setback (Centerline ROW)	50 ft.	Proposed Front Setback (Centerline ROW)	40 ft.
Average waterfront setback for the general area	18 ft.	Average front setback (Centerline ROW)	48 ft.
Average single-family residence size	1,583 sf.	Proposed single-family residence size	6,998 sf.
<u>Available building envelope</u>			0 ft.

The **Engineering Division** has provided the following comments and recommends the following conditions if the application is approved:

The Engineering Division would have no objection to this variance so long as a stormwater system were permitted and installed. This area is tidally influenced, and the stormwater system would need to be designed so as not to be inundated by the tides.

Conditions:

- Submit a grading and drainage plan prepared by a professional engineer licensed in the State of Florida, providing all the items listed in the Land Development Code, Chapter 6, Section 6420.A & B.2.
- Runoff and erosion shall be controlled to protect the adjacent wetland/waterbody. Install any measures necessary to prevent sediment transport. Protective measures shall be installed before starting land disturbance activities as per Citrus County Code Section 42-172 (c).

Consistency with the Comprehensive Plan - All development applications shall demonstrate complete compliance with the Comprehensive Plan. The application is not consistent with the Comprehensive Plan goals, policies, and standards including:

Policy 17.9.1 Runoff from structures, streets, yards, and parking areas shall be carefully controlled to prevent flooding in adjacent areas or pollution of water bodies.

Staff comment: *Stormwater has not been addressed in this application.*

Consistency with the Land Development Code (LDC) - Staff reviewed this application per Section 2300, Building Setback Requirements and Height Requirements for All Land Use Districts, and Section 3501, Surface Water Protection Standards as specified in the LDC. This application is not consistent with the following provisions of the LDC.

2300. Building Setback Requirements and Height Requirements for All Land Use Districts

- A. A minimum setback from an abutting right-of-way shall be required for all buildings. The required minimum setback shall be measured from the centerline of the right-of-way. The distance is determined by the functional classification of the roadway, as specified on the Functional Classification Map in this LDC. Minimum distance is shown in the following table:

BUILDING SETBACK REQUIREMENTS	
Local Street (public or private)	50 feet
Minor Collector	65 feet
Major Collector	75 feet
Minor Arterial	100 feet
Principal Arterial	125 feet

Staff comment: *The application does not meet the minimum setback requirement of 50 feet from the centerline of the right-of-way for a local street.*

3520. A. Setbacks in Velocity Zones and Coastal A Zones: Located within areas of special flood hazard so designated by FEMA in its Flood Insurance Rate Maps (FIRM) as having special flood hazards associated with wave action from storms, all buildings or structures shall be located not less than 50 feet landward of the reach of the mean high water line as determined by a survey meeting the requirements of the FDEP. Mean high water line and mean high water as used herein shall have the same meaning given in Chapter 177, F.S.

Staff comment: *Since this property is designated by the Federal Emergency Management Agency (FEMA) to be in a Velocity Zone (VE), special standards apply. This application does not meet the requirements for setbacks in a Velocity Zone.*

PROPOSED FINDINGS OF FACT

Pursuant to Section 4400, Variances, of the Citrus County Land Development Code (LDC), approval of a petition for variance from the provisions and requirements of this code shall be granted by the PDC only if all of the following are positive:

1. ***Special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to land, structures, or buildings in the same land use district.*** The average lot size of the surrounding area is 0.19 acres. The applicant's project site consists of a larger lot that totals 0.34 acres. The lot is similar in shape having a concave cutout in the front property line for the W. Coquina cul-de-sac; however, the front and waterfront setbacks overlap leaving no buildable footprint for this site.
2. ***The special conditions and circumstances do not result from the actions of the applicants.*** The encroachment into the required right-of-way and waterfront setback is the result of the site having no buildable footprint.
3. ***A granting of the variance requested will not confer on the applicant any special privilege that is denied by this code to other lands, buildings, or structures in the same land use district.*** The lot is similar shape and features to others in the general area. Most of the homes were built prior to adoption of the Land Development Code and did not require a variance. This site, subject to the current standards of the LDC, does not have a buildable footprint.
4. ***Literal interpretation of the provisions of this code which would deprive the applicant of rights commonly enjoyed by other similarly situated properties and would work unnecessary and undue hardship on the applicant.*** Most of the homes were built prior to adoption of the Land Development Code. This site subject to the current standards of the LDC, does not have a buildable footprint. The average waterfront setback in the general area is 18-feet and the average front setback is 48-feet. The applicant's request is similarly situated to other homes in the area.
5. ***The variance granted is not the minimum variance that will make possible the reasonable development and/or use of the land, building, or structure.*** Although there is no buildable envelope for this property, the request is not a minimal request. It is possible for the applicant to reduce the variance request for the right-of-way and waterfront setback through size and design of the proposed single family residence.
6. ***The granting of the variance will not be in harmony with the general intent and purpose of this code and will not be injurious to the area involved or otherwise detrimental to the public welfare.*** The proposed structure does not meet standards for Building Setback Requirements and Height Requirements for All Land Use Districts, or Setbacks in Velocity Zones and Coastal A Zones. However, the site does not have a buildable envelope within these standards.
7. ***There will be full compliance with any additional conditions and safeguards which the PDC may prescribe, including but not limited to reasonable time limits within which the action for which the variance is required shall be begun or completed, or both.*** Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply. In addition, noncompliance with or any violation of the above referenced conditions, as may be determined by Citrus County Compliance may, in addition to any penalty imposed by Code Compliance and subsequent to the procedural requirements set forth in Section 1800 of the Citrus County Land Development Code being satisfied, render this Variance null, void, and of no force or effect.

8. **Granting of the variance will deviate from the clear intent of the adopted Comprehensive Plan.** The application is not consistent with Policy 17.9.1 of the Comprehensive Plan, as discussed in this staff report.

ADDITIONAL FINDINGS OF FACT FOR FLOOD PROTECTION STANDARDS

Compliance with these standards and requirements will need to be demonstrated during the permitting process. Pursuant to Section 3530, Special Provisions Where Variance is Sought to Setback Requirements to Flood Protection Standards, of the Citrus County Land Development Code (LDC), before granting a variance, the PDC shall consider the following:

1. ***The danger that materials may be swept from the site onto other lands.*** There has been no information provided demonstrating that it will utilize the types of materials at or below Base Flood Elevation (BFE) that will be flood-resistant or will break away during a storm event. This would be required at the time of permitting.
2. ***Danger to life and property from flooding or erosion.*** The type of construction or materials used must not pose a danger to life and property from flooding or erosion caused by a storm event due to proximity to the water.
3. ***The potential of the proposed facility and its contents to cause flood damage and the effect of that damage on the owner and the public.*** The structure would be required to be built to current building and flood zone requirements.
4. ***The importance of services provided by the proposed facility to the surrounding community and whether it is a functionally dependent facility.*** The proposed development is for a single-family residence and is not intended to provide community services.
5. ***Availability of alternative locations, not subject to flooding or erosion, for the proposed use.*** There is no alternate location on the subject property that the structure could be placed that is not subject to flooding or storm damage.
6. ***Compatibility of the proposed use with existing and anticipated neighboring development.*** The proposed use of a single-family residence is consistent with the other properties in the Dixie Shores Unit 1 replat subdivision.
7. ***The relationship of the proposed use to the Comprehensive Plan and the County's floodplain management program.*** The proposed setbacks for the single-family residence is not consistent with the Comprehensive Plan.
8. ***Safe vehicular access to the property in times of flood.*** A driveway connection to the public right-of-way has not been addressed in this application.
9. ***Expected heights, velocity, duration, rate of rise, sediment transport by the flood waters, and effects of wave action, if applicable, at the site.*** Engineering plans

demonstrating that the proposed structure could meet the appropriate building and flood zone standards would be required during the permitting process.

10. ***Costs of providing governmental services during and after floods including maintenance and repair of public utilities and facilities.*** There has been no information provided addressing associated costs after a storm event.

AB/cb

