CITRUS COUNTY
PLANNING AND DEVELOPMENT COMMISSION

Thursday November 4, 2021 at 9:00 AM
Lecanto Government Building
3600 W. Sovereign Path
Room 166
Lecanto, Florida 34461

Michael Facemyer, Chair	**James Roys**
David Bramblett, 1ST Vice Chair	**Kurt Stone**
Robert Bass, 2ND Vice Chair	**William Burda (Alternate)**
Richard Barmes	**Carole Scragg (Alternate)**
Stacey Worthington	**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. November 4, 2021, PDC agenda and map/directions

November 4, 2021, PDC agenda and map/directions

H. STAFF ANNOUNCEMENTS

I. EX PARTE COMMUNICATION - COUNTY ATTORNEY

J. APPLICATIONS

1. CU-21-12 Clark A. Stillwell for John and Virginia Cullen

Conduct a public hearing on November 4, 2021, to review and consider CU-21-12, Clark A. Stillwell for John and Virginia Cullen.

2. DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

Conduct a public hearing on November 4, 2021, to review and consider, DA-21-01 - Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

3. PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.

Conduct a public hearing on November 4, 2021, to review and consider, PUD-21-13 - John H. Eden, IV for New Horizon Funding, Inc.

4. CPA/AA/-21-13 – Charles S. Dixon, AICP for School Board of Citrus County, FL

Conduct a public hearing on November 4, 2021, to review and consider, CPA/AA-21-13 - Charles S. Dixon, AICP for School Board of Citrus County, FL

5. V-21-07 Julia Finkbeiner

Conduct a public hearing on November 4, 2021, to review and consider V-21-07 Julia Finkbeiner.

6. V-21-11 Albert and Torrie Jasuwan

Conduct a public hearing on November 4, 2021, to review and consider V-21-11, Albert and Torrie Jasuwan

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:	November 4, 2021 PDC agenda and map/directions
AGENDA DATE:	**November 04, 2021**

BRIEF OVERVIEW:

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:
November 4, 2021, PDC agenda and map/directions

CITRUS COUNTY

PLANNING AND DEVELOPMENT COMMISSION

Thursday, November 4, 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. LAND USE APPLICATION

a. CU-21-12 Clark A. Stillwell, Esq. for John and Virginia Cullen

REQUEST: This request is for a Conditional Use to allow for horses, a barn and stalls on a vacant lot within 500 feet of the applicant's residence, pursuant to the Land Development Code Section 3730, Animals.

LOCATION: Section 12, Township 20 South, Range 20 East, more specifically, Lots 23 and 24 of the Haren Haven unrecorded subdivision; also known as Alternate Key Number(s) 3337626 and 3337638 which

Attachment: Agenda, map, and directions (18508 : November 4, 2021 PDC agenda and map/directions)

address is 7211 and 7276 S. Eeyore Pt., Floral City, Florida. A complete legal description of the property is on file with the Land Development Division.

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

2. DEVELOPMENT APPLICATION

a. DA-21-01 Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

REQUEST: This proposal is to revise an existing Development Agreement with Citrus County, Florida, a political subdivision of the State of Florida, pursuant to Florida Statutes 163.3221 et seq. and Chapter Twelve, Development Agreements, of the Citrus County Land Development Code. The applicants desire to add additional canopies and gas islands to an existing RaceTrac Neighborhood Market that contains a building approximately 5,500 square feet in size, with accompanying gas islands and canopies. The maximum height of any structures will not exceed the standards as provided within the Citrus County Land Development Code. A copy of the proposed Development Agreement can be obtained from the Citrus County Land Development Division, 3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461.

LOCATION: Section 4, Township 19 South, Range 18 East; Parcel 23110 (Alternate Key #3520855), whose address is 3310 W. Gulf to Lake Highway, Lecanto, Florida. A complete legal description is on file with the Land Development Division

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

3. PLANNED UNIT DEVELOPMENT

a. PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.

REQUEST: This request is to modify the Land Development Code Atlas and the Master Plan (Planned Unit Development–PUD) known as Preservation Point (CPA/AA/PDO-11-03) for multiple items including revising the number of RV units, configuration, recreation and phasing. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code.

LOCATION: Sections 14 and 15, Township 19 South, Range 20 East; more specifically a portion of Parcel 10000. A complete legal description is on file with the Land Development Division.

Attachment: Agenda, map, and directions (18508 : November 4, 2021 PDC agenda and map/directions)

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

4. COMPREHENSIVE PLAN AMENDMENT

a. CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from RMU (Residential Mixed Use District) to PSI (Public/Semi-Public/Institutional District), to amend the Land Development Code Atlas Map from PDR (Planned Residential District with a designation on the Betz Farm Development of Regional Impact for Public Use/Public Schools and Open Space/Natural Areas/Buffers) to PSI (Public/Semi-Public/Institutional District), and to remove land from an existing Development of Regional Impact.

LOCATION: Sections 15 and 22, Township 18 South, Range 17 East, more specifically, a portion of Parcel 24000 (Alternate Key 3486585). A complete legal description is on file with the Land Development Division.

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

5. LAND USE APPLICATION

a. V-21-07 Julia Finkbeiner

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 mean high water line (35-foot with a berm or swale), pursuant to Section 3510, 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 29, Township 19 South, Range 17 East; specifically, Lots 22 and 23 of Blue Spring Park Unrecorded Subdivision (AK 2526980), which address is 10151 W. Blue Springs Ct., Homosassa, 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-21-11 Albert and Torrie Jasuwan

Attachment: Agenda, map, and directions (18508 : November 4, 2021 PDC agenda and map/directions)

REQUEST: This request is for a Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family residence having less than the required 50-foot setback from the mean high water line and jurisdictional wetland line (35-foot with a berm or swale), pursuant to Section 3501, Surface Water Protection Standards, as specified in the LDC.

LOCATION: Section 31, Township 19 South, Range 17 East; specifically, Lot 10, Block A, of Otter Slide subdivision, PB 7, PG 91, (AK 1144906), which address is 5644 S. Sea Otter Path, Homosassa, 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

K. ADDITIONAL ITEMS

L. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS

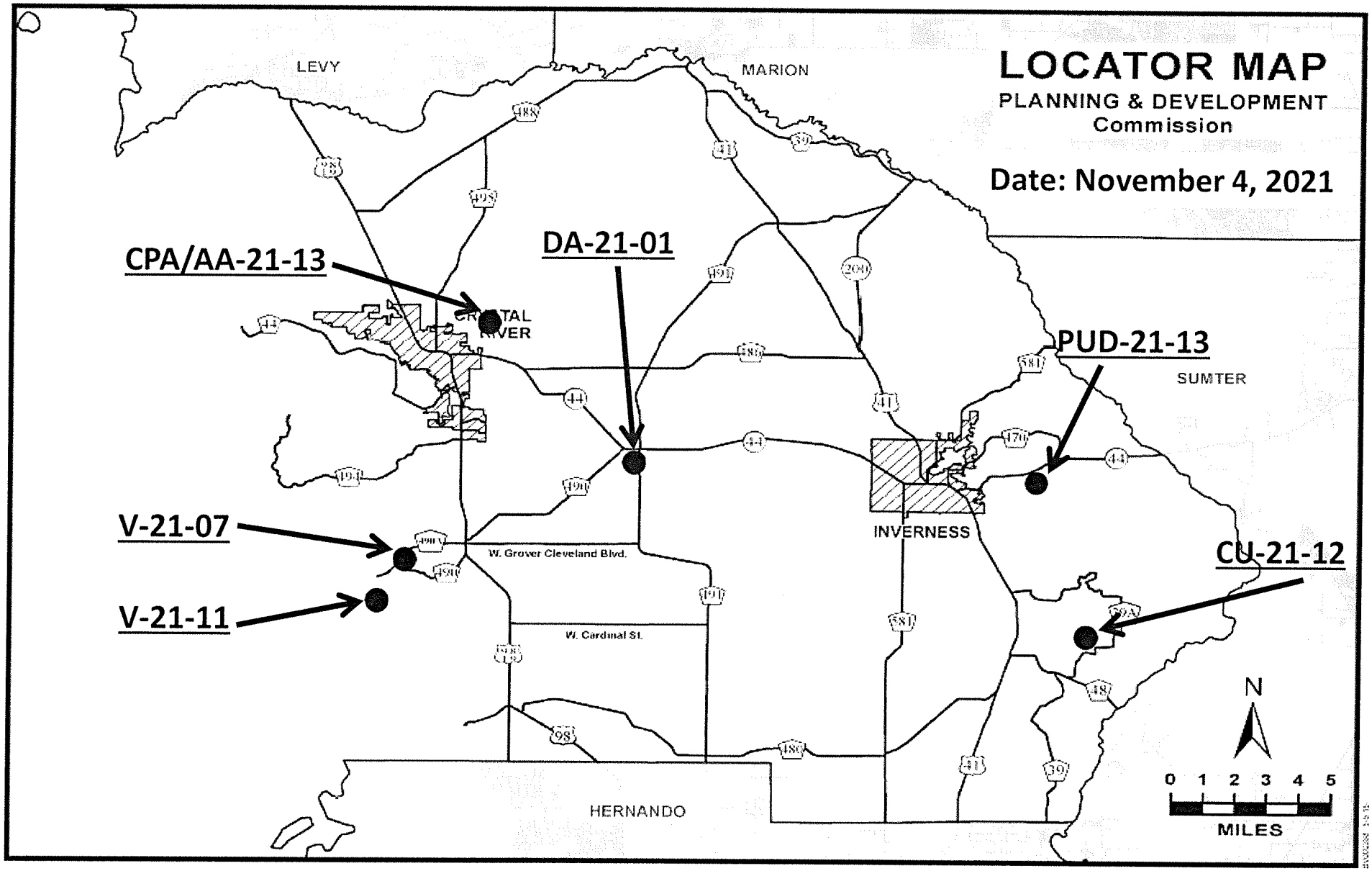
M. ADJOURN

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.

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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).

Attachment: Agenda, map, and directions (18508 : November 4, 2021 PDC agenda and map/directions)



Attachment: Agenda, map, and directions (18508 : November 4, 2021 PDC agenda and map/directions)

Planning and Development Commission

Directions for meeting on November 4, 2021

CU-21-12- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **2 miles** and turn right onto W. Gulf to Lake Hwy/FL 44. Go **9.82 miles**, FL 44 then becomes W. Main St., stay on W. Main St. for **1.64 miles.** W. Main St. then becomes US 41, stay on US 41 for **5.06 miles**. Turn left onto E. Orange Avenue/County Hwy 48 and continue **2.12 miles**. Then turn left onto E. Trails End Rd. and continue **1.13 miles**. Then turn left onto S. Kanga Way and travel **0.48 miles.** Take first left onto E. Roo Ln and go **0.15 miles**. Then take the first right onto S. Eeyore Pt and the site is at the end of the road on the left at **7211 & 7276 S. Eeyore Pt., Floral City**.

DA-21-01- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **1.92 miles** and the site is on the left at **3310 W. Gulf to Lake Hwy. Lecanto**

PUD-21-13- 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** then W. Gulf to Lake Hwy becomes W. Main St. Stay on W. Main St. for **0.16 miles**. Then W. Main St. becomes S. US 41, continue **0.33 miles** before turning left onto E. Gulf to Lake Hwy. Go **2.26 miles** and the site is on the right at **8588 E. Gulf to Lake Hwy, Inverness**

Attachment: Agenda, map, and directions (18508 : November 4, 2021 PDC agenda and map/directions)

CPA/AA-21-13- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **2.0 miles** and turn left onto W. Gulf to Lake Hwy. Go **6.31 miles** and turn right onto N. Turkey Oak Dr. Go **1.60 miles** and the site is on the left at **3406 N. Turkey Oak Drive, Crystal River.**

V21-07- From the intersection of Saunders Way and CR-491, turn right onto CR-491. Go **1.24 miles** and turn right onto W. Grover Cleveland Blvd. Go **5.39 miles** until Grover Cleveland becomes W. Halls River Rd. Stay on W. Halls River Rd. for **1.88 miles**. Turn left onto W. Blue Springs Ct. travel **.17 miles** and the subject property is on the left at **10151 W. Blue Springs Ct., Homosassa, FL 34448**.

V-21-11- From the intersection of Saunders Way and CR-491, turn right onto CR-491. Go **1.24 miles** and turn right onto W. Grover Cleveland Blvd. Go **5.39 miles** and continue straight across US-19 onto W. Halls River Rd. Go **0.57miles** and turn slightly left onto W. Fishbowl Ln. Go **1.57 miles** and turn slightly left onto W. Yulee Dr. Go **0.97 miles** and turn left onto S. Mason Creek Rd. Go **0.83 miles** and turn right onto S. Garcia Rd. Go **0.24 miles** and turn right onto W. Priest Ln. Go **0.13 miles** and continue straight as W. Priest becomes S. Sea Otter Path. Go **0.12 miles** and turn right to stay on S. Sea Otter Path. Go **0.04 miles** and the site is on the left at **5644 S. Sea Otter Path. Homosassa.**

Attachment: Agenda, map, and directions (18508 : November 4, 2021 PDC agenda and map/directions)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	CU-21-12 Clark A. Stillwell for John and Virginia Cullen
AGENDA DATE:	**November 04, 2021**

BRIEF OVERVIEW:

This request is for a Conditional Use to allow for horses, a barn and stalls on a vacant lot within 500 feet of the applicant's residence, pursuant to Land Development Code Section 3730, Animals.

BUDGET IMPACT/FUNDING SOURCE:

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

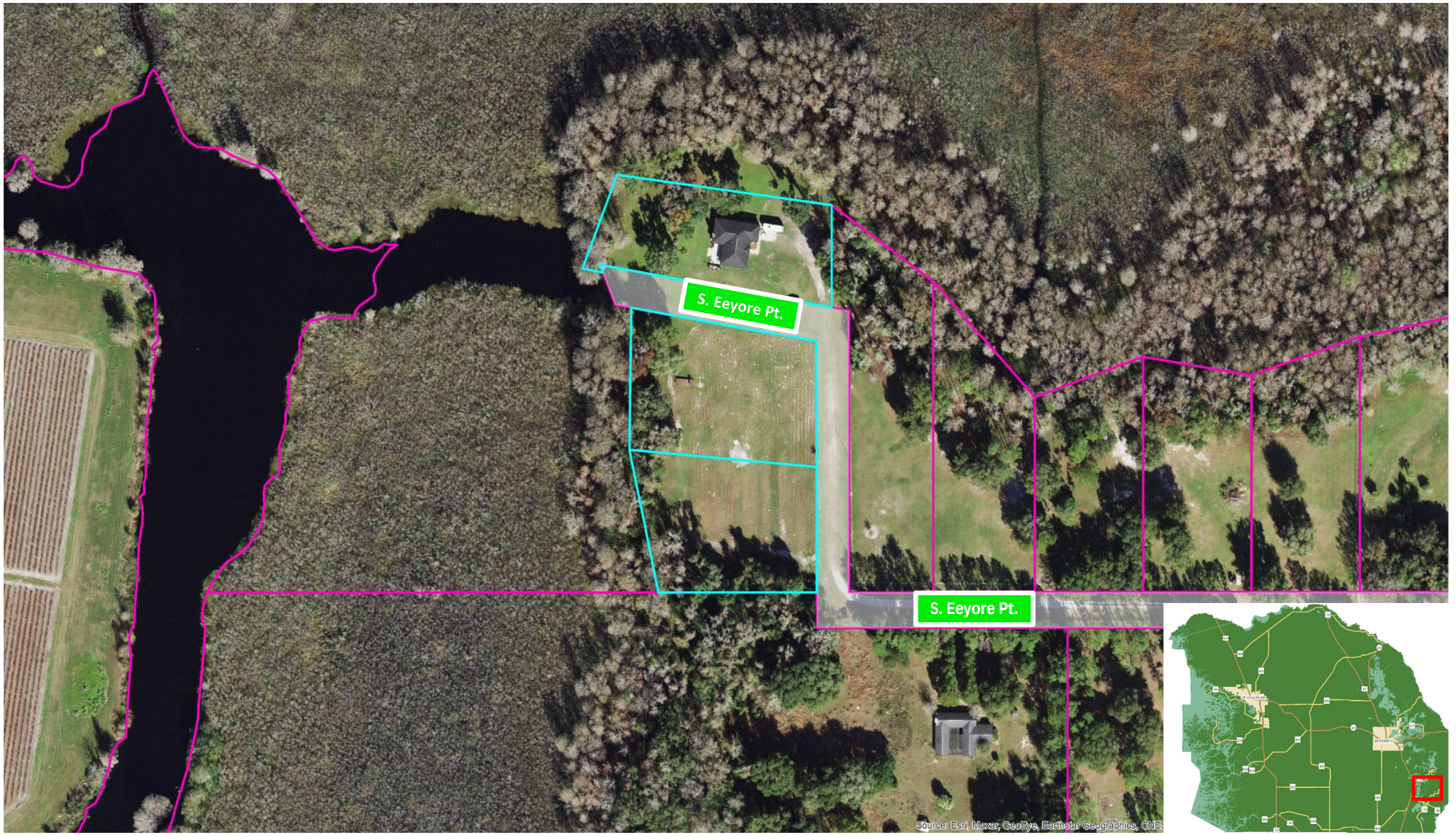
RECOMMENDED ACTION:

Conduct a public hearing on November 4, 2021, to review and consider CU-21-12, Clark A. Stillwell for John and Virginia Cullen.

CU-21-12

Clark A. Stillwell for John and Virginia Cullen

Attachment: Coordinator PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Attachment: Coordinator PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Attachment: Coordinator PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Attachment: Coordinator PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



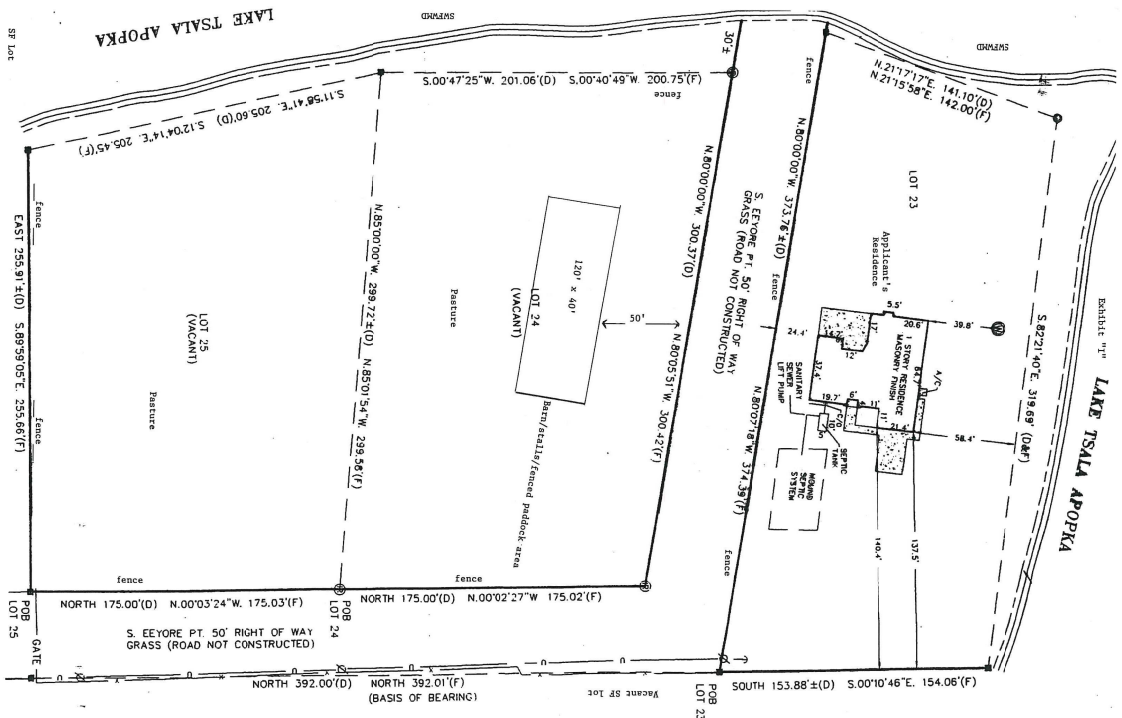
Attachment: Coordinator PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Attachment: Coordinator PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Attachment: Coordinator PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



RECEIVED
AUG 10 2021
CU-21-12
Land Development Division

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
CONDITIONAL USE APPLICATION

Application No.: CU-21-12 Date: 8/10/21

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

Applicant*
Name: Law Office of Clark A. Stillwell
Address: PO Box 250
City: Inverness
State: Florida Zip: 34451
Home No.: Cell No.:
Work No.: 726-6767 Fax No.: 726-8283
Email: caslaw@tampabay.rr.com

Property Owner
Name: John & Virginia Cullen
Address: 7211 S Eeyore Pt.
City: Floral City
State: Florida Zip: 34436
Home No.: Cell No.:
Work No.: Fax No.:
Email:

Property Description: Section: 12 Township: 20 South Range: 20 East
Legal Description: See Exhibit "A"
Subdivision: 003274 unrec tracts 12-20-20 Lot(s): 23,24,25 Block/Parcel:
Alternate Key #: 3337638 & 3337626 Parcel ID:
Acreage: 4.55

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.

Conditional Use Request: Per LDC Section 3730(8), a conditional use for horses on abutting parcel plus accessory use pole barn/stall.

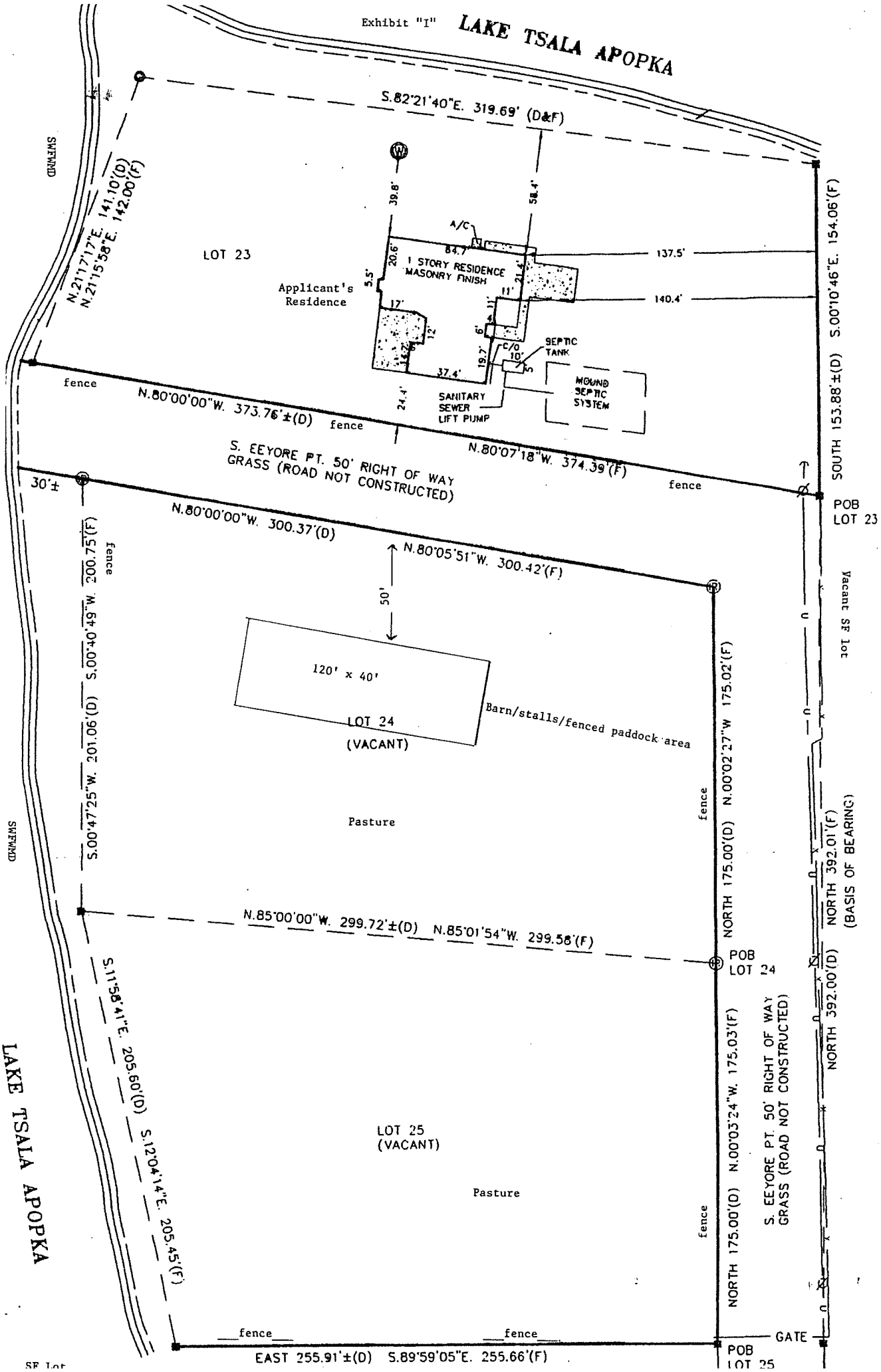
Describe how it will/will not affect surrounding development: See Exhibit "H"

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.

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



CU-21-12

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

TELEPHONE: (352) 726-6767
FAX: (352) 726-8283
caslaw@tampabay.rr.com

MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FLORIDA 34451

MEMORANDUM

TO: **Joanna Coutu**

FROM: **Clark A. Stillwell, Esquire**
Law Office of Clark A. Stillwell, LLC

RE: **Cullen – CU No. 21-12**

DATE: **September 16, 2021**

Joanna:

To follow-up on my memo on barn size and uses thereon, I spoke with Hal Porter with the County fairgrounds and longtime local "AG" guy.

As to stall size – 12x12 is standard. Center aisle is 16 ft. to facilitate loading/unloading of all that goes within the barn.

As to "pen" – big error on my part – it is not a "pen" (apparently pens are for chickens). In the equestrian world – it's a paddock. Yes – 50% (MOL) of barn size is standard for a paddock.

CAS/cv

CU-21-12

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BRANNEN BANK BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

TELEPHONE: (352) 726-6767
FAX: (352) 726-8283
caslaw@tampabay.rr.com

MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FL 34451-0250

August 3, 2021

Hand Delivery

Joanna Coutu
Land Development Division
3600 W. Sovereign Path
Lecanto, FL 34461

Re: John and Virginia Cullen – Conditional Use Application
Alternate Key No.: 3337638 and 3337626 – 4.55 acres (MOL)
7211 S Eeyore Pt. Floral City, Florida

Dear Ms. Coutu:

On behalf of our clients, John and Virginia Cullen, the owners of the noted parcels, I attach their application for a conditional use (C/U) per LDC Section 3730 for livestock to wit horses (<6) on the noted parcels with accessory structure – barn and stalls.

Subject lots total 4.55 acres (MOL). The livestock will be located on 3.0 acre parcel (AK3337638). The lots are zoned C/L per GFLUM and C/L/R per LDC Atlas. The lots are part of a 1974 unrecorded subdivision (Exhibit "C-2"). Subject lots are vacant, fenced and historically have been gated by prior owners. Applicant owns abutting parcel (see MSP) which is improved with a single family house located within 500 ft. of subject lots. The area is generally rural with large lots. Existing residential uses in the area have varied types and levels of livestock.

The livestock, to wit, horses are for the applicant's personal use. No commercial activities such as boarding, lessons, etc. are intended.

The application meets both LDC Section 3730 standards plus LDC conditional use standards. Please review for completeness; a filing fee of $650.00 per County regulations is enclosed. Thank you

RECEIVED
AUG 10 2021
CU-21-12
Land Development Division

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

Very truly yours,

LAW OFFICE of CLARK A. STILLWELL, LLC

Clark A. Stillwell

CAS/cv
Enclosure
Client

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

CU-21-12

Cullen - Exhibit List

Exhibit "A" – Owners Information/Legal/Deed

Exhibit "B" – Directions

Exhibit "C-1" – Survey

Exhibit "C-2" – Unrecorded Subdivisions

Exhibit "D" – Aerial

Exhibit "E" – GFLUM Map

Exhibit "F" – LDC Atlas

Exhibit "G" – Abutter Map

Exhibit "H" - Application Text

Exhibit "I" – Conditional Use Site Plan

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

CU-21-12

Exhibit "A"

Altkey: 3337638
CULLEN JOHN A

Parcel ID: 20E20S12 3A000 0240
7276 S EEYORE PT , FLORAL CITY

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	0000 - VACANT
Bldg Counts	Res 0 / MH 0 / Comm 0
Nbhd	4830 - WITHLAPOPKA ISLES / TRAILS END RD
Tax District	000X - WITHLACOOCHEE RIVER BASIN
Subdivision	003274 - UNREC TRACTS IN 12-20S-20E
Short Legal	HAREN HAVEN UNREC SUBD LOTS 24 & 25 DESCR AS FOL: LOT 24:COM AT THE NW COR OF NE1/4 SEC 13-20-20, (BEARING ON N LNOF SD SEC 13 BEING N 89D 46M 13S E), TH N 1352.96 FT TO A
Est. Parcel Sqft	130,587
Est. Parcel Acres	3.00
Map SC-TW-RG	12-20S-20E

Mailing Address

Name	CULLEN JOHN A
Mailing Address	7211 S EEYORE PT FLORAL CITY FL 34436

All Owners

Name	Owner Type
CULLEN JOHN A	HW - Husband And Wife
CULLEN VIRGINIA J	HW - Husband And Wife

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	$12,080	$0	$12,080	$12,080	$0	$12,080	$0	$179.64	Link
2019	$12,080	$0	$12,080	$12,080	$0	$12,080	$0	$182.15	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	$4.07

Sales

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

CU-21-12

Sale Date	Sale Price	Book/Page	Instr Type	V/I
04/14/2021	$390,000	3156/0384	14-SALE / MORE THAN 1 PARCEL	V
10/01/2009	$263,000	2320/2059	14-SALE / MORE THAN 1 PARCEL	V
06/01/2006	$100,000	2017/2363	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.

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	0001-LAKE FRNT-VACANT RES	A-ACREAGE	1.05	.0					CLR
2	0001-LAKE FRNT-VACANT RES	A-ACREAGE	.70	.0					CLR
3	9600-WASTELAND	A-ACREAGE	.41	.0					CLR
4	9600-WASTELAND	A-ACREAGE	.82	.0					CLR

Total Misc Value

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

2021025801 BK: 3156 PG: 384 4/20/2021 8:36 AM 1 Receipt: 2021021935
RECORDING $18.50 D DOCTAX PD $2,730.00

Rec $18.50
Stb $2730.00

After Recording Return to:

RETURN TO GRANTEE

This Instrument Prepared by:
Brenda Lee Buta
A-1 Title of the Nature Coast
7655 W. Gulf to Lake Hwy., Suite 4
Crystal River, FL 34429
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
12 20S 20E 3A000 0230 and 12 20S 20E 3A000 0240
File No.: 2116213

WARRANTY DEED

This Warranty Deed, Made the 14 day of April, 2021, by **James W. Fountain II and Sabrina R. Fountain, husband and wife,** whose post office address is: 12842 S Pleasant Grove Rd., Floral City, FL 34436, hereinafter called the "Grantor", to **John A. Cullen and Virginia J. Cullen, husband and wife,** whose post office address is: 7211 S EEyore Pt, Floral City, FL 34436, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Three Hundred Ninety Thousand Dollars and No Cents ($390,000.00)** 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, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

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 2020, reservations, restrictions and easements of record, if any.
(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

X Witness Signature: _____ X _____
X Printed Name: Kimberly Mahwane James W. Fountain II

X Witness Signature: _____ X Sabrina R Fountain
X Printed Name: Yomira Spires-Hanssen Sabrina R. Fountain

State of Florida
County of Citrus

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of April, 2021 by James W. Fountain II and Sabrina R. Fountain, husband and wife. He/She/They is/are ☐ Personally Known OR ☑ Produced Valid Drivers Licenses as identification.

X _____
Notary Public Signature (SEAL)
Printed Name: Brenda L Buta
My Commission Expires: _____
☐ Online Notary (Check Box if acknowledgment done by Online Notarization)

BRENDA L. BUTA
MY COMMISSION EXPIRES
MAY 16, 2023
#GG 305142
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 23 OF HARAN HAVEN, AN UNRECORDED SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA (THE BEARING OF THE NORTH LINE OF SAID SECTION 13 BEING N. 89 DEG. 46' 13" E.), THENCE NORTH 1352.96 FEET TO A POINT ON THE NORTH LINE OF THE SE 1/4 OF SW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 20 EAST, THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 1070.08 FEET, THENCE NORTH 391.69 FEET TO THE POINT OF BEGINNING, THENCE N. 80 DEG. W. 373.76 FEET, MORE OR LESS, TO THE WATERS OF LAKE TSALA APOPKA, THENCE ALONG SAID WATERS THE FOLLOWING COURSES AND DISTANCES: N. 21 DEG. 17' 17" E. 141.10 FEET, THENCE SOUTH 82 DEG. 21' 40" E. 319.69 FEET TO A POINT THAT BEARS NORTH FROM THE POINT OF BEGINNING, THENCE S. 153.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO BE USED IN CONJUNCTION WITH OTHER PROPERTY OWNERS OVER AND ACROSS LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 139, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

AND

LOT 24 OF HARAN HAVEN, AN UNRECORDED SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA (THE BEARING OF THE NORTH LINE OF SAID SECTION 13 BEING N. 89 DEG. 46' 13" E.), THENCE NORTH 1352.96 FEET TO A POINT ON THE NORTH LINE OF THE SE 1/4 OF SW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 20 EAST, THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 1120.08 FEET, THENCE NORTH 175 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 175 FEET, THENCE N. 80 DEG. W. 300.37 FEET, MORE OR LESS, TO THE WATERS OF LAKE TSALA APOPKA, THENCE S. 0 DEG. 47' 25" W. ALONG SAID WATERS A DISTANCE OF 201.06 FEET TO A POINT THAT BEARS N. 85 DEG. W. FROM THE POINT OF BEGINNING, THENCE S. 85 DEG. E. 299.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO BE USED IN CONJUNCTION WITH OTHER PROPERTY OWNERS OVER AND ACROSS LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 139, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

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Authorized Countersignature

Sabrina R Fountain

File No.: 216213

CU-21-12

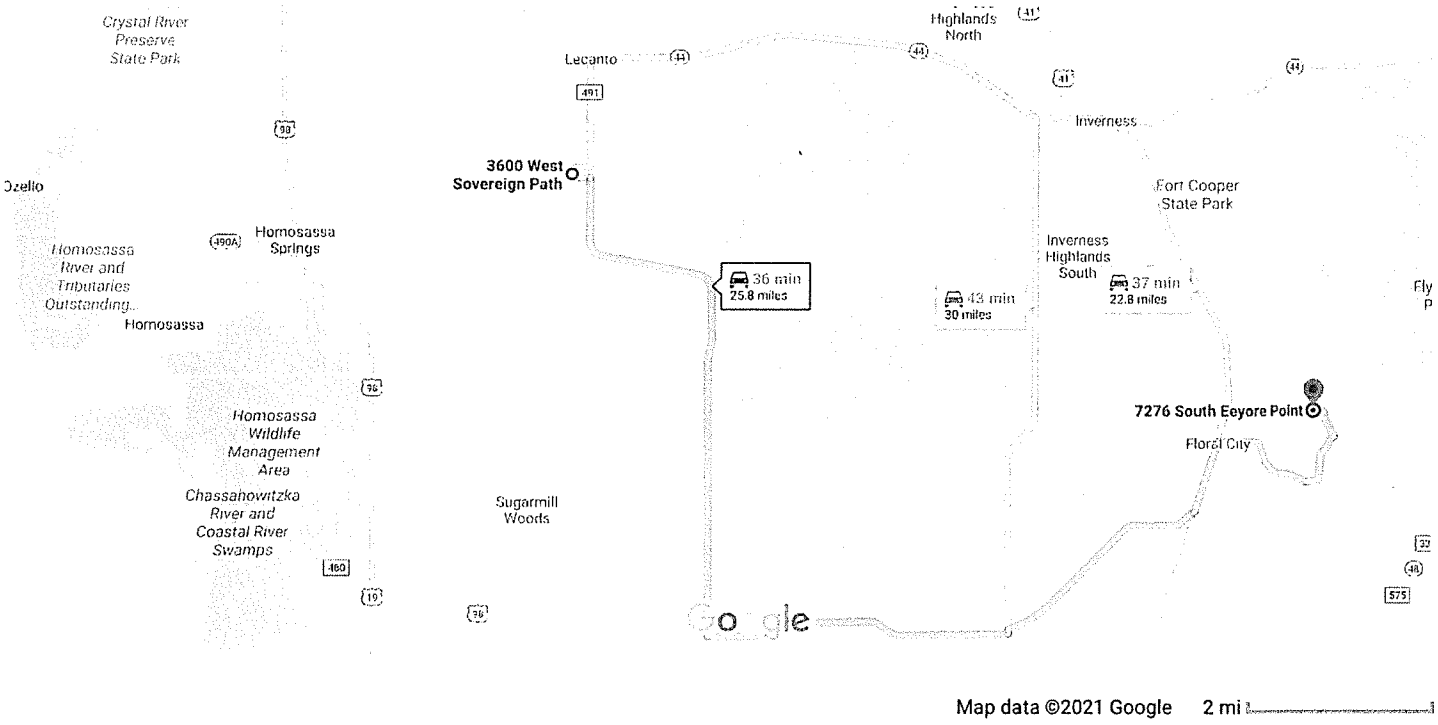
Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

Exhibit "B"

Google Maps

3600 West Sovereign Path, Lecanto, FL to 7276 S Eeyore Point, Floral City, FL 34436

Drive 25.8 miles, 36 min



3600 W Sovereign Path

Lecanto, FL 34461

Take W Educational Path to Co Rd 491/S Lecanto Hwy

2 min (0.4 mi)

1. Head southeast

364 ft

2. Turn right toward W Educational Path

0.1 mi

3. Turn left onto W Educational Path

0.3 mi

Continue on Co Rd 491/S Lecanto Hwy. Take W Stage Coach Trail to S Kanga Way

30 min (24.7 mi)

4. Turn right at the 1st cross street onto Co Rd 491/S Lecanto Hwy

10.1 mi

5. Turn left onto W Stage Coach Trail

5.7 mi

6. Turn left onto S Pleasant Grove Rd

381 ft

7. Turn right onto E Stage Coach Trail

4.2 mi

CU-21-12

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

8. Slight left onto S Florida Ave

1.4 mi

9. Turn right onto FL-48 E/E Orange Ave

Continue to follow FL-48 E

2.1 mi

10. Turn left onto E Trails End Rd

1.1 mi

Continue on S Kanga Way. Drive to S Eeyore Point

3 min (0.6 mi)

11. Turn left onto S Kanga Way

0.5 mi

12. S Kanga Way turns left and becomes S Eeyore Point

0.1 mi

7276 S Eeyore Point

Floral City, FL 34436

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

CU-21-12

Exhibit "C-1"

PLAT OF BOUNDARY SURVEY

LOT 33 OF HARAN HAVEN, AN UNRECORDED SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA (THE BEARING OF THE NORTH LINE OF SAID SECTION BEING N.89°46'13"E.); THENCE NORTH 1352.96 FEET TO A POINT ON THE NORTH LINE OF THE SW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 20 EAST; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 1070.08 FEET; THENCE NORTH 391.69 FEET TO A POINT OF BEGINNING; THENCE CONTINUE NORTH 141.10 FEET; THENCE S.82°21'40"E. 319.69 FEET TO A POINT ON THE WATERS OF LAKE TSALA APOPKA; THENCE ALONG SAID WATERS THE FOLLOWING COURSES AND DISTANCES: N.21°17'17"E. 141.10 FEET; THENCE S.82°21'40"E. 319.69 FEET TO A POINT ON THE WATERS OF LAKE TSALA APOPKA; THENCE SOUTH 153.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE SOUTH 153.88 FEET, MORE OR LESS, TO THE WATERS OF LAKE TSALA APOPKA; THENCE ALONG SAID WATERS THE FOLLOWING COURSES AND DISTANCES: N.21°17'17"E. 141.10 FEET; THENCE S.82°21'40"E. 319.69 FEET TO A POINT; THENCE LEAVING SAID WATERS, THENCE NORTH 153.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N.82°21'40"W. 319.69 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO BE USED IN CONJUNCTION WITH OTHER PROPERTY OWNERS OVER AND ACROSS LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 139, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

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LOT 24 OF HARAN HAVEN, AN UNRECORDED SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA (THE BEARING OF THE NORTH LINE OF SAID SECTION BEING N.89°46'13"E.); THENCE NORTH 1352.96 FEET TO A POINT ON THE NORTH LINE OF THE SW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 20 EAST; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 1070.08 FEET; THENCE NORTH 391.69 FEET TO A POINT OF BEGINNING; THENCE CONTINUE NORTH 141.10 FEET; THENCE S.82°21'40"E. 319.69 FEET TO A POINT ON THE WATERS OF LAKE TSALA APOPKA; THENCE SOUTH 153.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N.82°21'40"W. 319.69 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO BE USED IN CONJUNCTION WITH OTHER PROPERTY OWNERS OVER AND ACROSS LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 139, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

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WELL AND SEPTIC SETBACK INFORMATION

WELL TO BOUNDARY = GREATER THAN 18'
WELL TO HOUSE = 39.8'
WELL TO SEPTIC = 108.7'
WELL TO SEPTIC FIELD SYSTEM = 120'±
SEPTIC TO HOUSE 6.8'±

CU-21-12

SURVEY NOTES:

1. BASIS OF BEARING: THE EAST RIGHT OF WAY LINE OF EAST ROO LANE [illegible] AS SHOWN HEREON WAS FURNISHED BY TITLE COMPANY, PER [illegible] NUMBER 09-21795.
2. DESCRIPTION AS SHOWN HEREON WAS FURNISHED BY TITLE COMPANY, PER [illegible] NUMBER 09-21795.
3. BASIS FOR SURVEY IS CURRENT MARKET, OCCUPATION AND POSSESSION OF OTHERS AND MONUMENTATION FOUND OR PLACED, RECORDS, SURVEYS BY, [illegible].
4. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
5. THIS SURVEY IS OF VISIBLE FEATURES ONLY. UNDERGROUND [illegible] NOT LOCATED.
6. ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. ELEVATIONS AS SHOWN HEREON, IF ANY, ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
8. PROPERTY USES IN SECTION 12, TOWNSHIP 20 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA.
9. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THE PROPERTY AS SHOWN HEREON HAS A STREET ADDRESS OF 7211 S. EEYORE PT.(AS FURNISHED)
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 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 MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE A-3 (BASE FLOOD ELEVATION 45) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120063, FIRM INDEX DATED 11/06/98, PANEL NUMBER 0270-B, FIRM PANEL DATED 8/15/84.
13. THE LOCATION OF WATERS EDGE MEASURED AS SHOWN HEREON; EDGES ARE SUBJECT TO CONSTANT CHANGE AND THE MEASURED LINE BETWEEN POINTS AS SHOWN IS A STRAIGHT LINE FOR CONVENIENCE ONLY AS THEY MAY MEANDER.
14. THE WATERS EDGE AT THE TIME OF SURVEY DOES NOT REPRESENT THE UPLAND EXTENT OF SOVEREIGN LANDS OF THE STATE OF FLORIDA.)

CERTIFIED TO: JAMES W. FOUNTAIN, II AND SABRINA R. FOUNTAIN
VA MORTGAGE CENTER, COM
U.S. BANK, N.A., AND OR THE ADMINISTRATION OF VETERAN'S AFFAIRS, OR HIS SUCCESSORS IN OFFICE, AS THEIR INTERESTS MAY APPEAR;
AMERICAN TITLE SERVICES OF CITRUS COUNTY, INC.
WESTCOR TITLE INSURANCE COMPANY

LEGEND AND ABBREVIATIONS

POB = POINT OF BEGINNING
R/W = RIGHT OF WAY
(D) = DESCRIPTION
(C) = COMPUTED
(P) = PLAT
(F) = FIELD MEASURED
FB/P= FIELD BOOK & PAGE
O = SET 1/2" x 18" IRON ROD AND CAP (LB 6443)
● = FOUND IRON ROD (LB 7008)
■ = 4"x4" CONCRETE MONUMENT (NO I.D.)
-o- = UTILITY POLE W/GUY WIRE
-x- = CHAIN LINK FENCE
-"- = WIRE FENCE
⊠ = UTILITY SPLICE BOX
Ø = UTILITY POLE
(W) = WELL OR WM = WATER METER
[illegible] = CONCRETE SLAB

SURVEYOR'S CERTIFICATE

THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Gary W. Smith, P.L.S.

Florida Registered Land Surveyor No. 4522
THIS SURVEY INVALID UNLESS EMBOSSED WITH A SURVEYOR'S IMPRESSION SEAL.

NO	DATE	DESCRIPTION	BY
1	10/15/09	CONTRACTOR CHANGE	RPS

REVISIONS

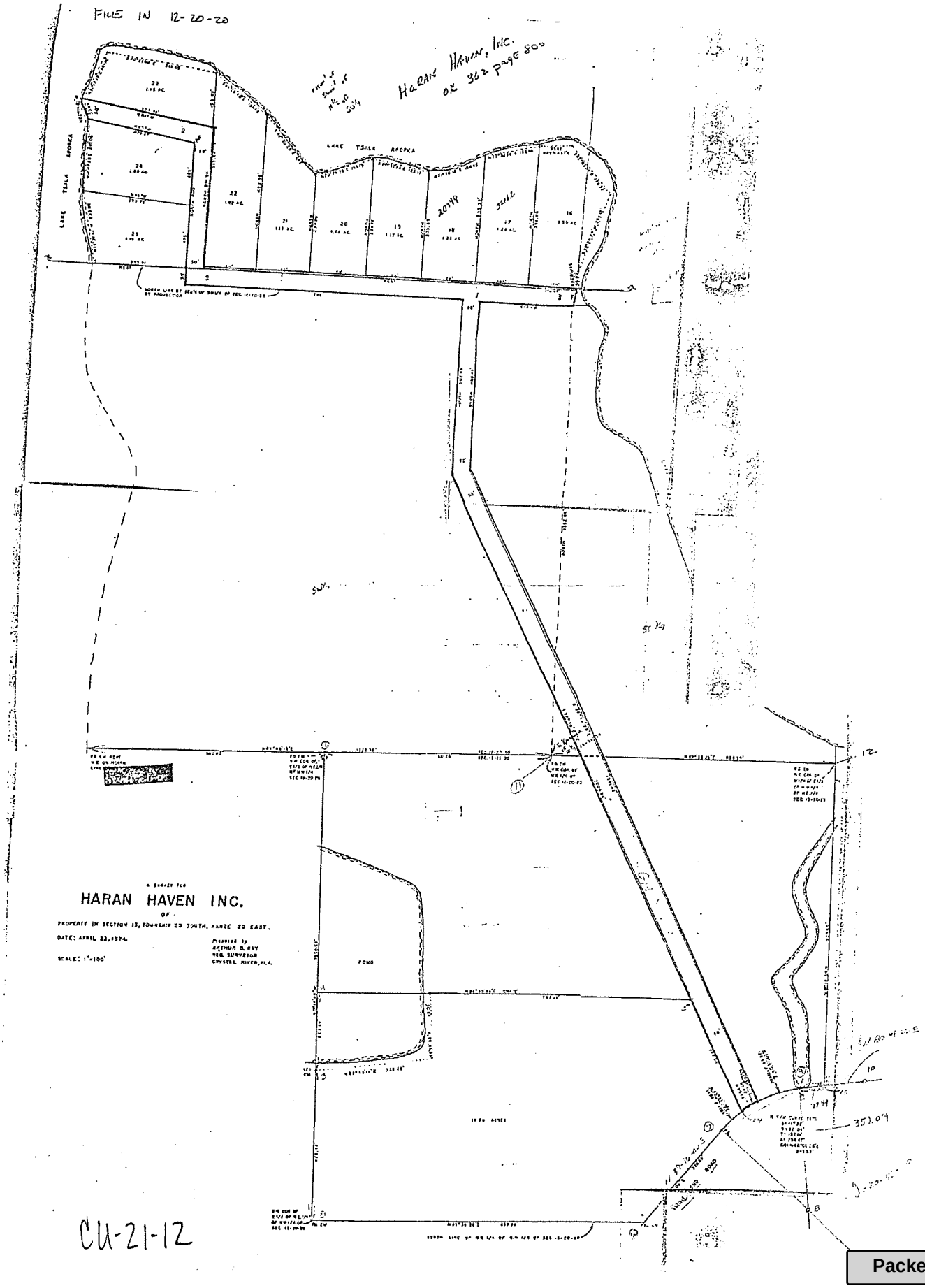
DRAWN BY:	GWS	DRAWING DATE:	10/05/09
FIELD VOLUME	V15/56-57	LAST FIELD DATE	10/04/09
SCALE:	1"=50'	PLOT DATE:	10/05/09

CENTRAL FLORIDA ENGINEERING, SURVEYING & MAPPING, INC.
CIVIL ENGINEERING - STORMWATER MODELING
ENVIRONMENTAL ANALYSIS & SITE PERMITTING
3101 EAST FOREST DRIVE - INVERNESS, FLORIDA 34453
PHONE (352) 341-2016 - FAX (352) 344-5336
CERTIFICATE OF AUTHORIZATION NO. 6443

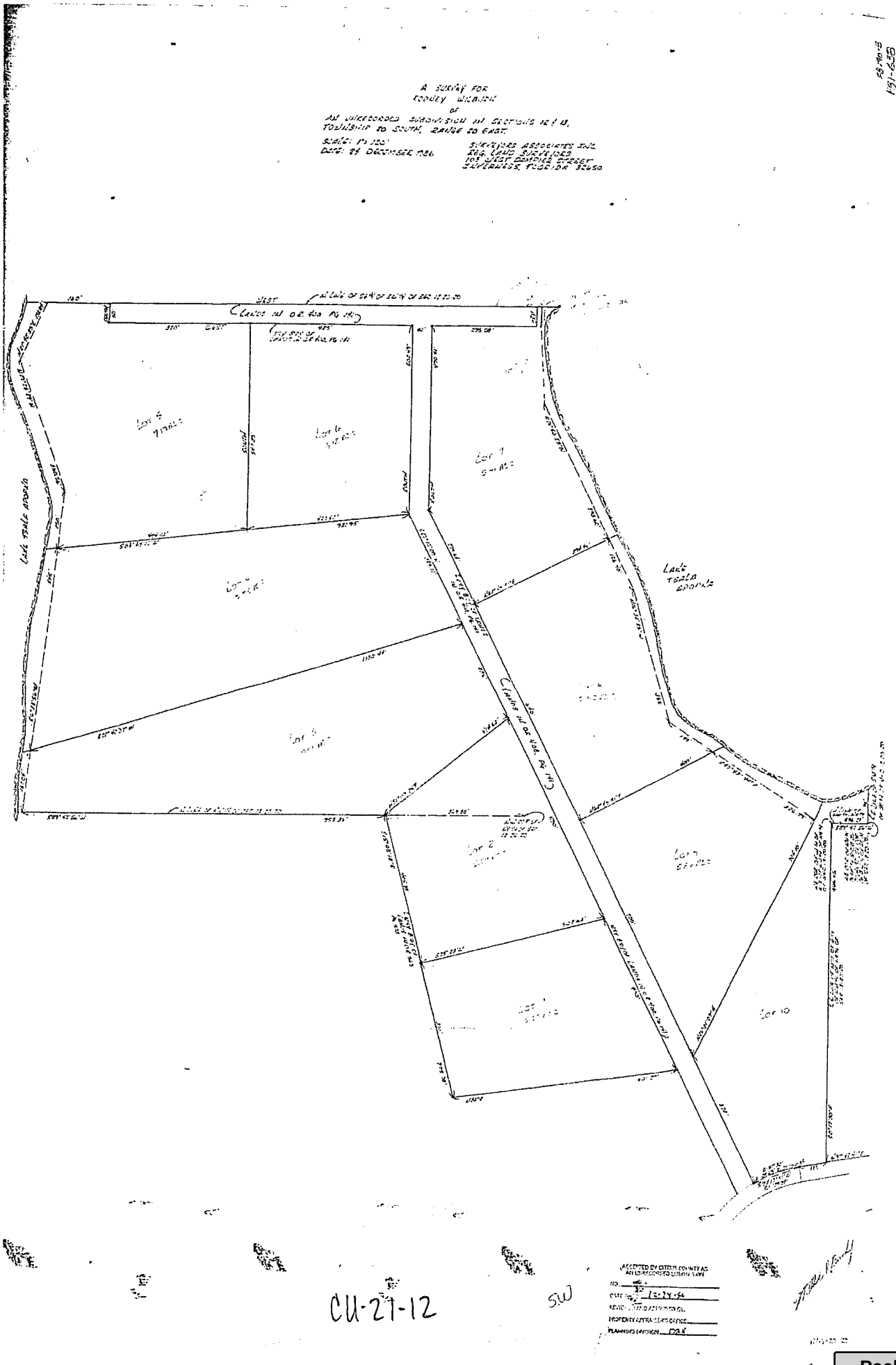
PROJ. NO.: 09-274
SHEET NO.: 1
MAP NO.: C- 11144

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

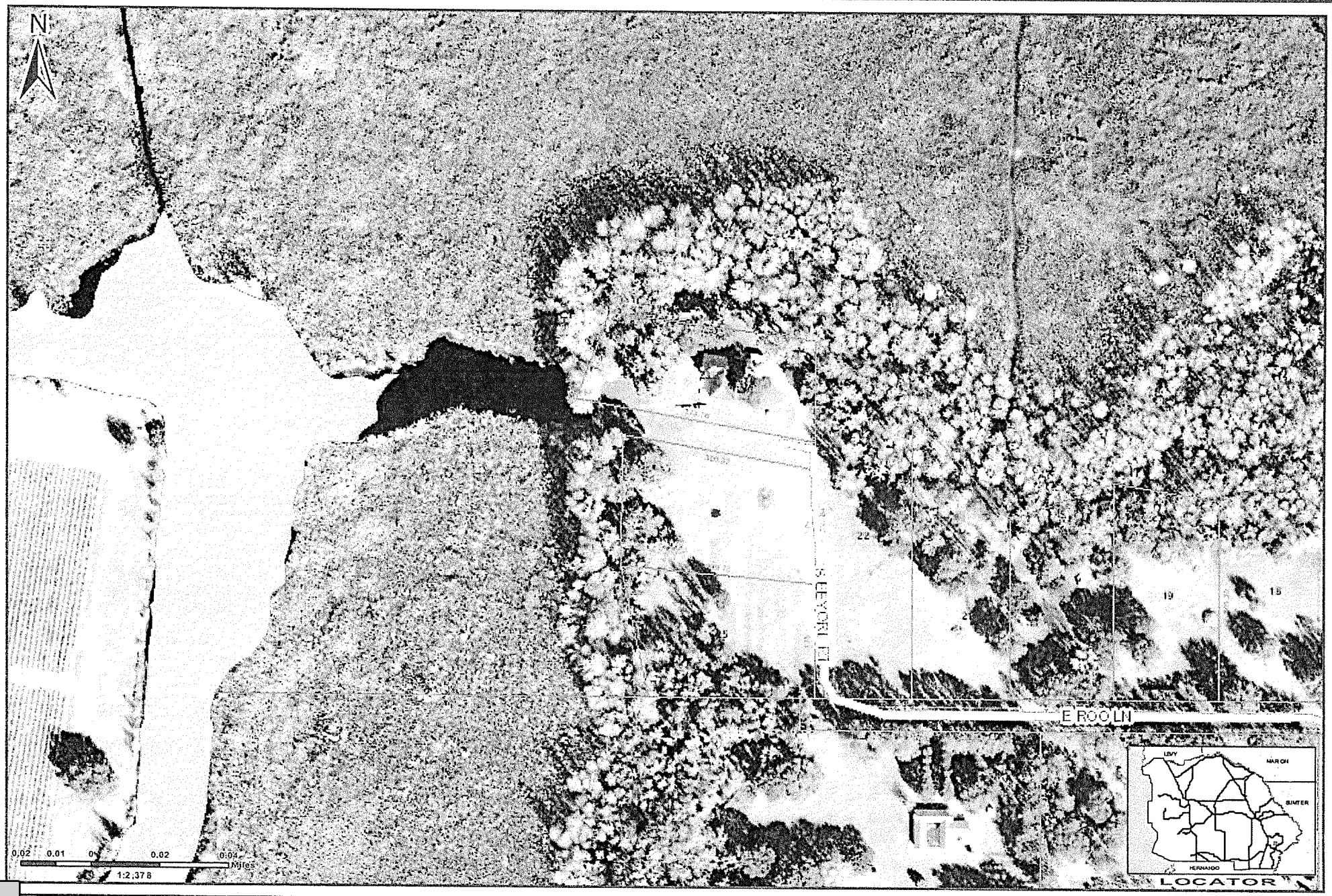
Exhibit "C-2"



Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



CU21-12

John and Virginia Cullen

Geographic Information Systems

Prepared By : Web User

Date: 7/13/2021

Source: Enterprise Geodatabase

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Cynthia Skelhorn
Director

Exhibit "D"

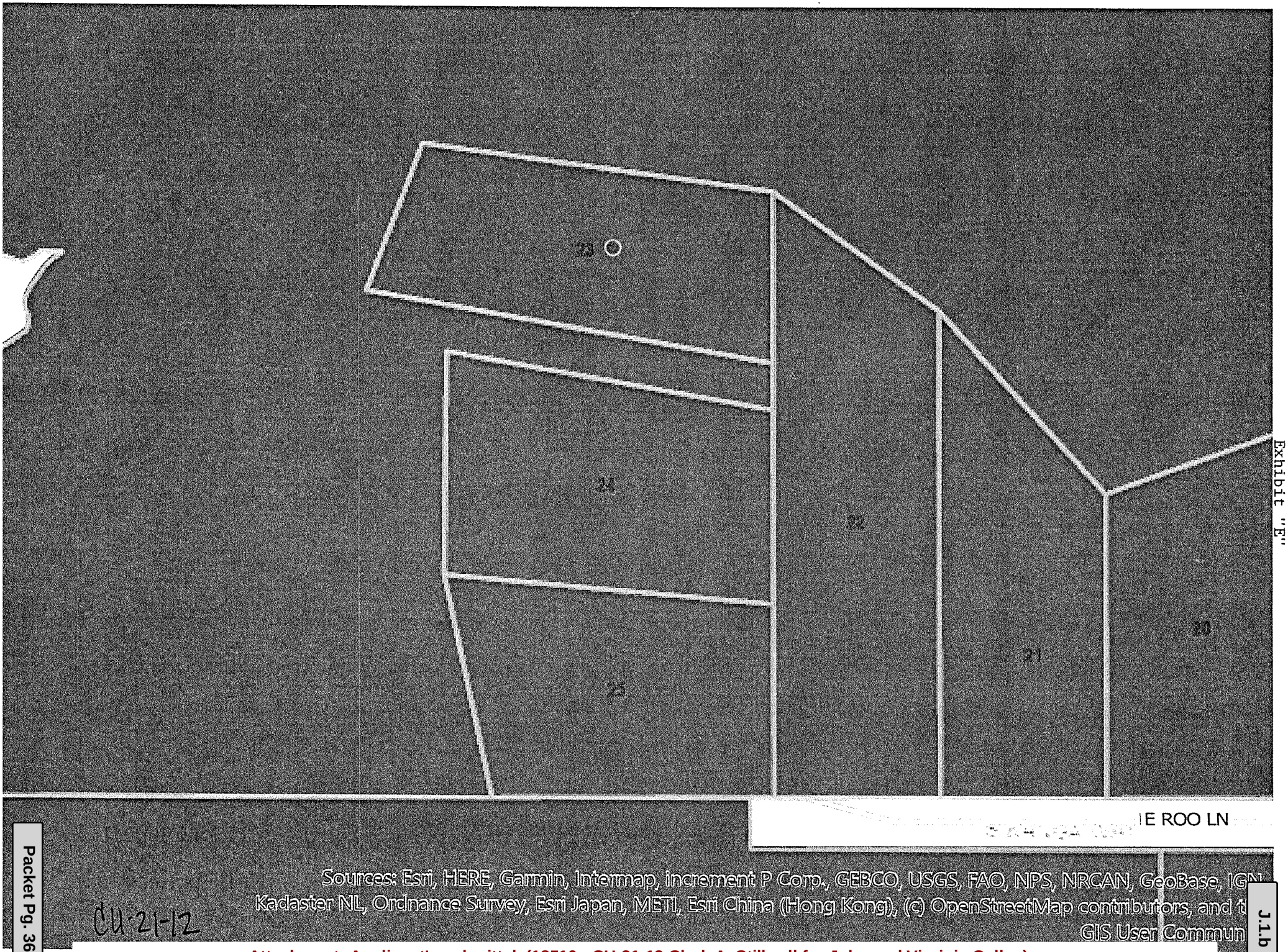


Exhibit "E"

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and t GIS User Commun

CU-21-12

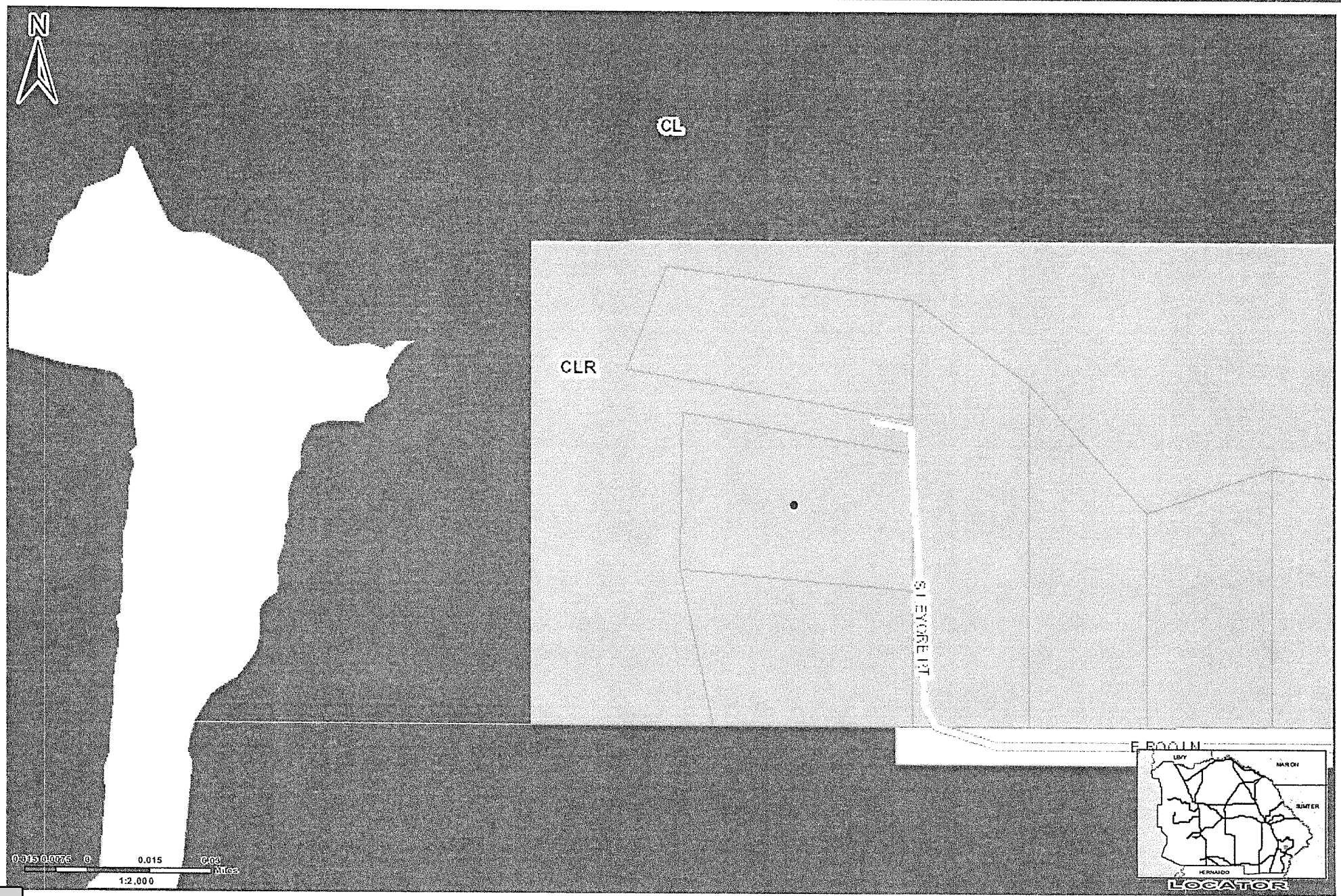


Exhibit "F"

CU-21-12

Cullen - LDC Atlas Map

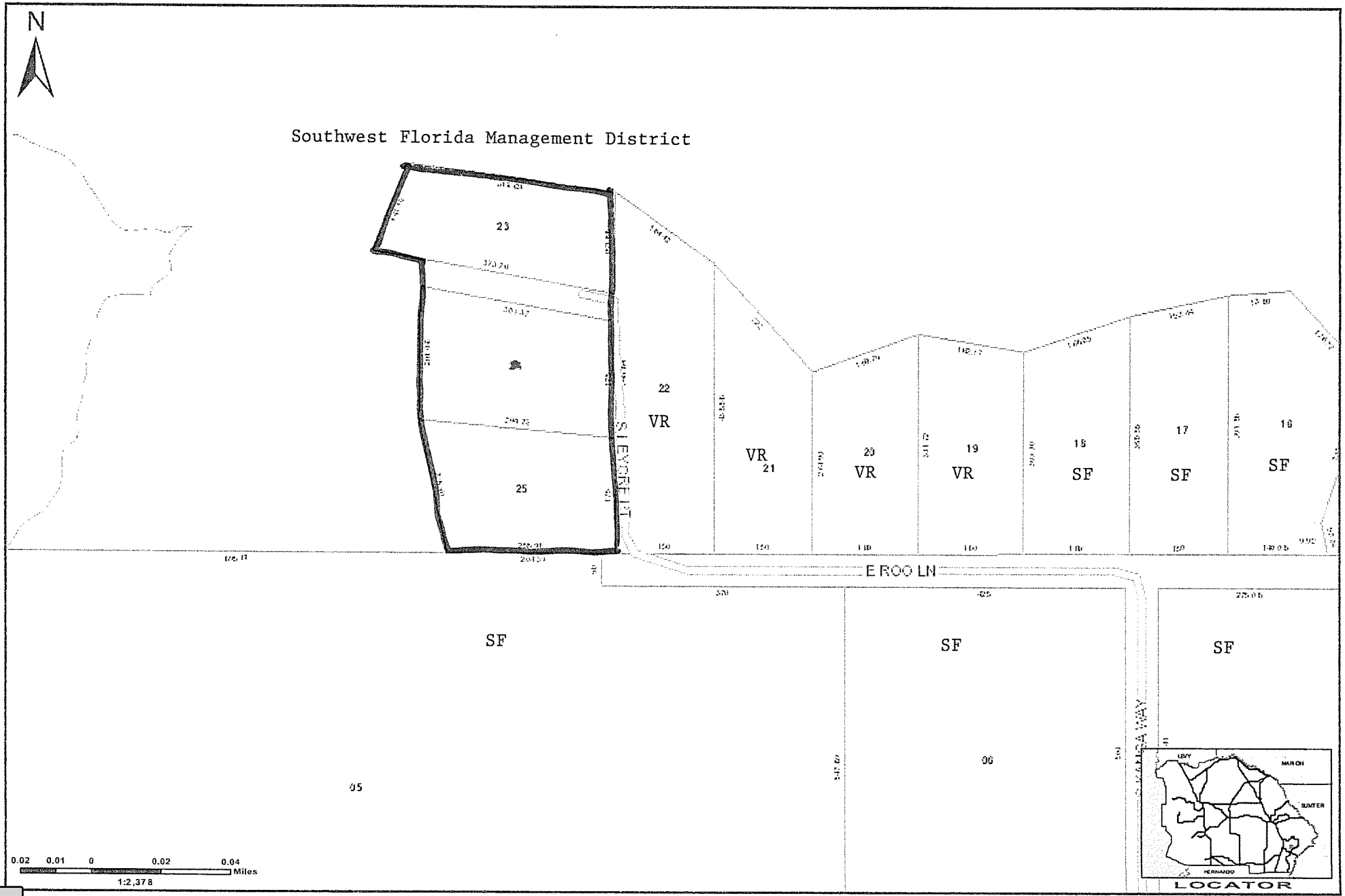
Geographic Information Systems

Cynthia Skelhorn
Director

Prepared By : Web User
Date: 7/13/2021
Source: Enterprise Geodatabase

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Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Legend:
VR - Vacant Residential
SF - Single Family

CU-21-12

Cullen - Abutter Map

Geographic Information Systems

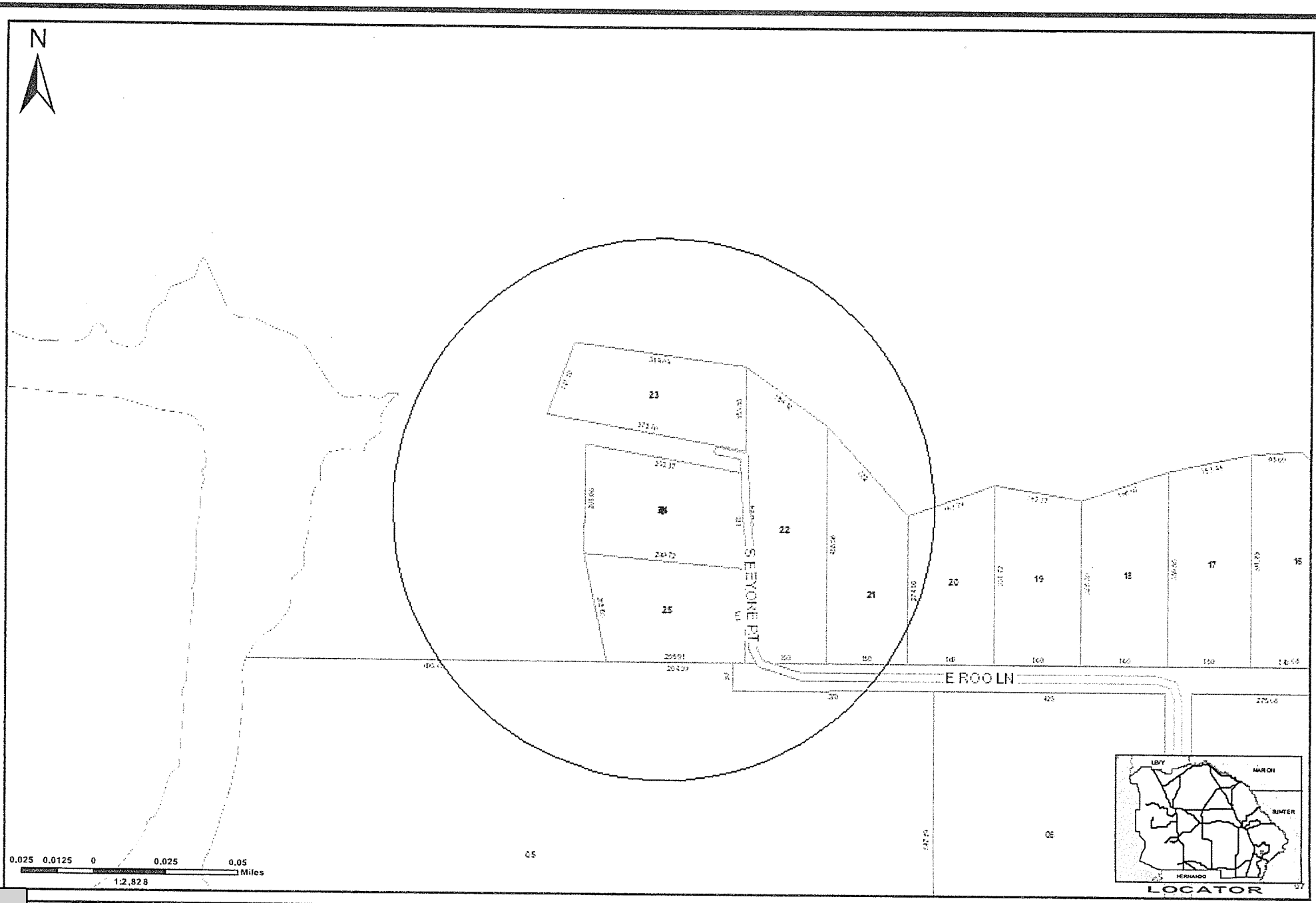
Cynthia Skelhorn
Director

Prepared By : Web User
Date: 7/13/2021
Source: Enterprise Geodatabase

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Exhibit "G"

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



CU-21-12

Cullen - 500 ft. buffer map

Geographic Information Systems

Cynthia Skelhorn
Director

Prepared By : Web User
Date: 7/15/2021
Source: Enterprise Geodatabase

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Exhibit "H" – Application Text
John and Virginia Cullen – Conditional Use
Alternate Key No.: 3337638
Floral City, Florida 3.0 acres (MOL)

The subject lots are part of a 1974 unrecorded subdivision – Haren Haven. Collectively the two (2) lot size is 3.0 acres (MOL). The lots are vacant. There are no significant onsite trees or shrubs. There are no wetlands. The lots are fenced and gated. Soils are adamsville fine sand and basinger fine sand. Abutting uses are wetland or single family residential on large lots. Petitioner's residence is on Alternate Key 3337626 and is within 500 ft. of subject parcels. There are no abutters to the north and east.

Per LDC Section 3730, the lots (designated C/L/R) require a conditional use for horses. Petitioner can have up to six (6) horses on subject lots and per LDC Sections 3101 and 3210. A barn facility with stalls (120 ft. x40 ft.) is proposed as a ancillary use to CU. This provides one (1) stall per horse, tack room and storage room for feed etc. The access easement is unimproved and historically has been gated and used only by applicant or their predecessor.

LDC Conditional Use Standards – Section 4500(c) and below:

1. Plan Land Use and Density	1.There is no plan issue or a question of density. The livestock number is per Code.
2. Compatibility of use with adjacent uses	2. The area is rural; abutting lots are large in nature. Stall/barn helps any compatibility issues. A number of neighbors lots have livestock and/or animals.
3. Use does not impact health, safety and welfare of abutting uses and land a. Meets density/bulk vegetation's b. Impacts to traffic/pedestrian c. Fire Hazzard d. Noise, odor, glare, vibration at property line e. Does not prevent adjacent property authorized use of property f. Use does not violate any law/or	3. There is no offsite impacts from limited number of horses. a. Yes b. N/A c. N/A d. Parcel is of sufficient size. e. No abutting lots can still be developed for Single family. f. None

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

CU-21-12

regulation g. Use does not impact or impair public facilities and meets adopted standards.	g. True

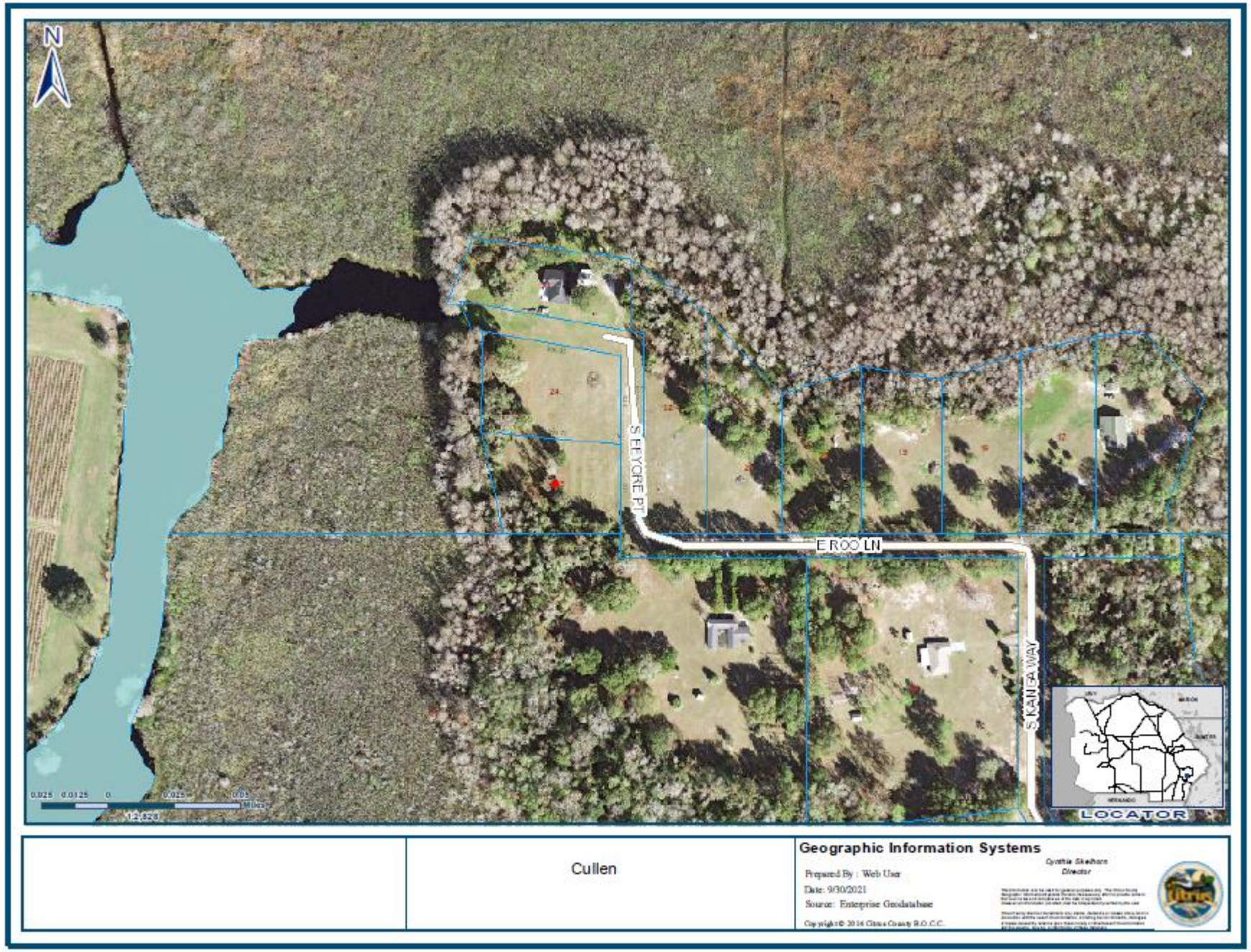
As established above, the presence of up to six (6) horses on subject lots meet LDC criteria for a conditional use for livestock with ancillary barn and stall facility.

Attachment: Applicant's submittal (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

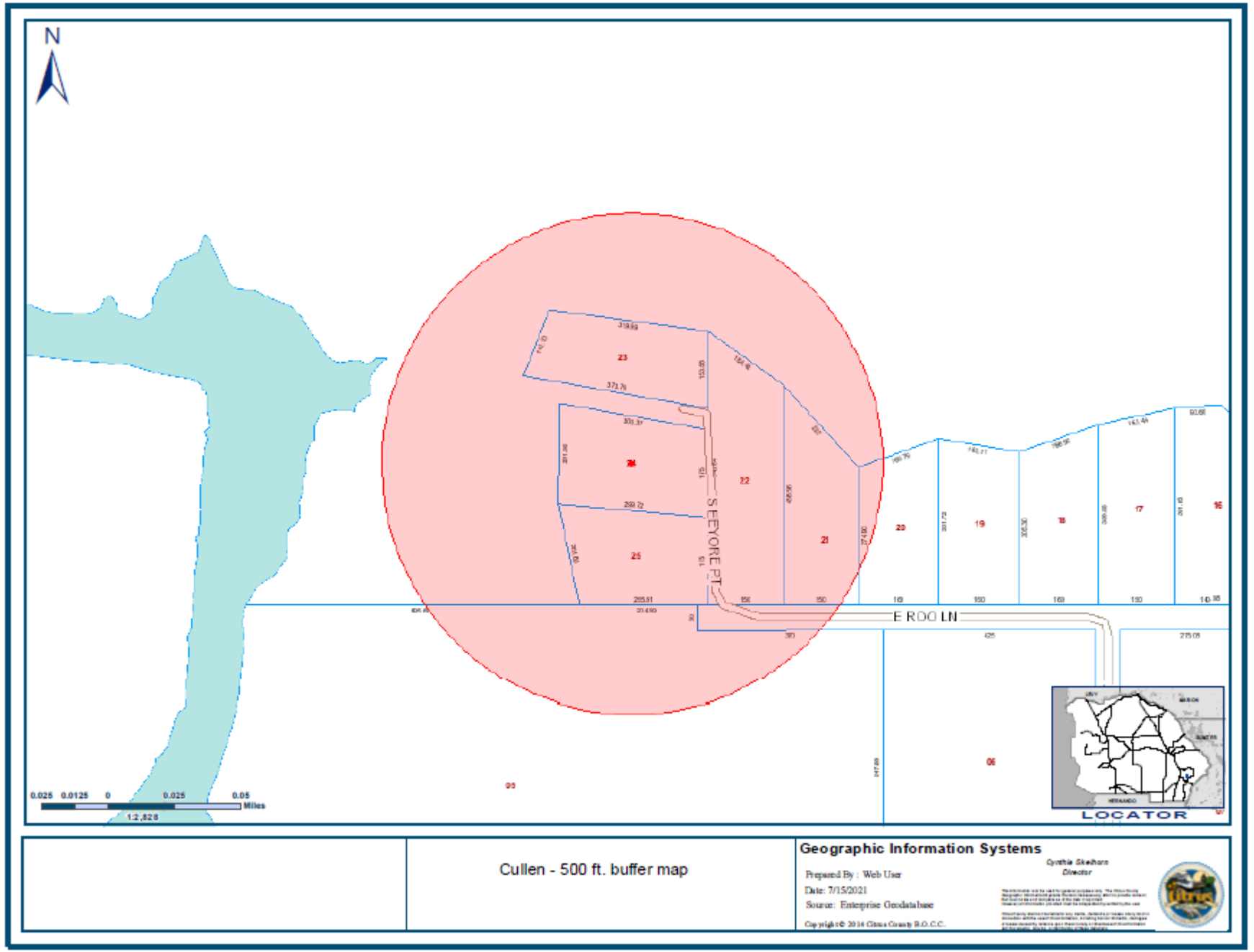
CU-21-12

CU-21-12
Clark A. Stillwell
Law Office of Clark A. Stillwell for John and Virginia Cullen
320 US Hwy 41 South
Inverness, Florida 34450
caslaw@tampabay.rr.com

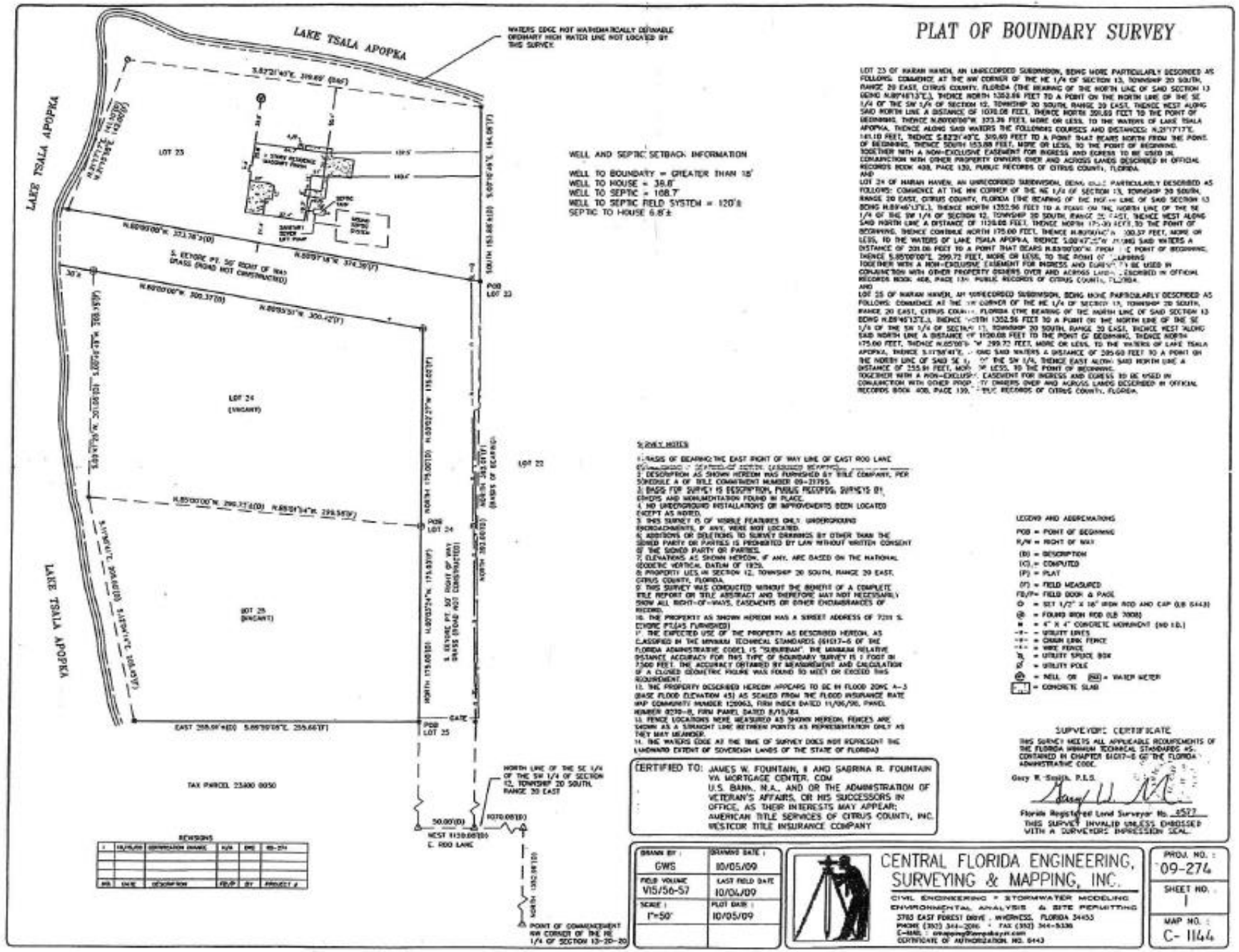
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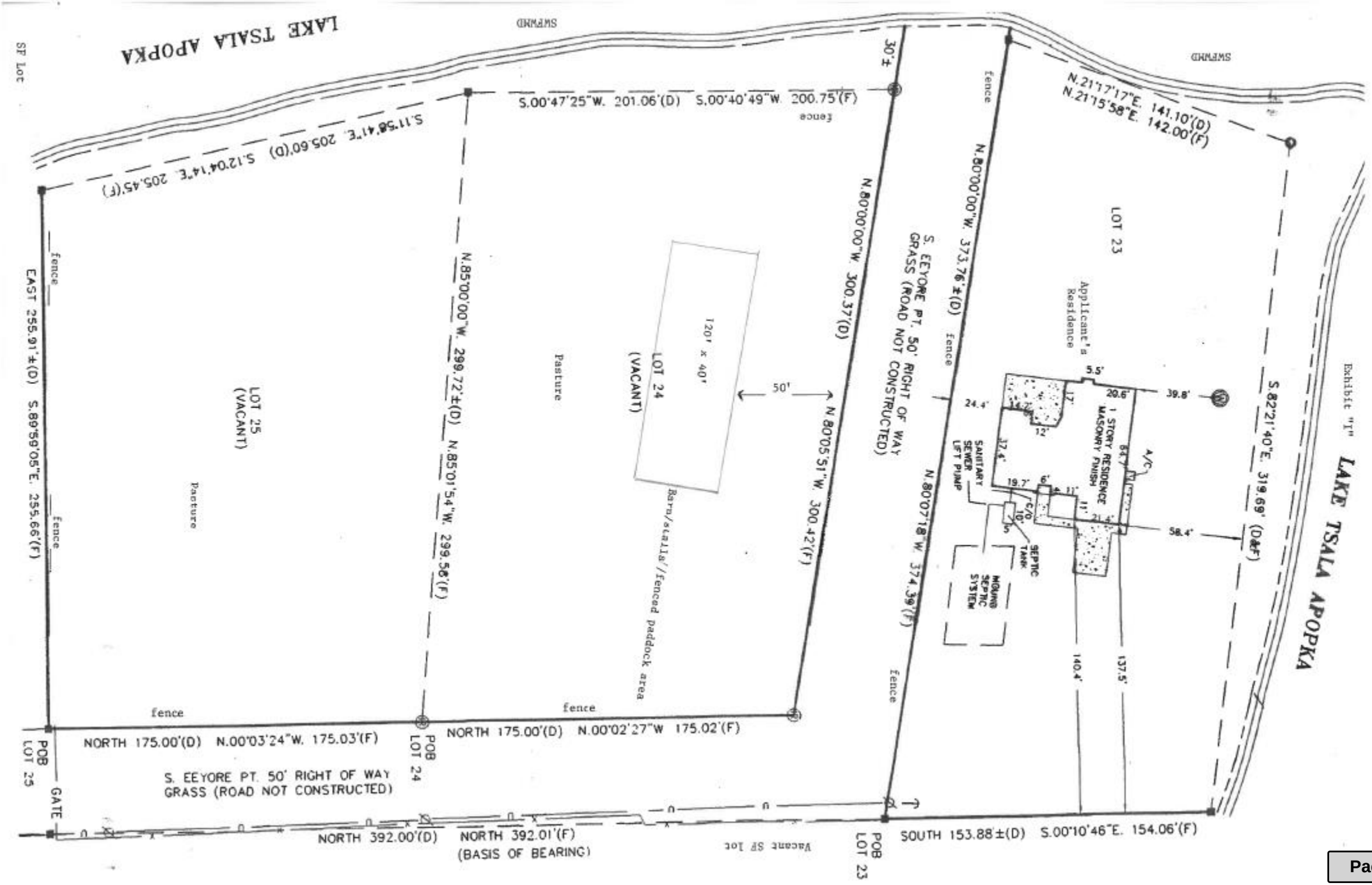
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PM2-21-121

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

CONDITIONAL USE APPLICATION NO. - CU-21-12
Clark A. Stillwell for John and Virginia Cullen

DATE: October 1, 2021

PREPARED BY: Joe Hochadel, Principal Planner, Land Development Division JH

CONDITIONAL USE REQUESTED	This request is for a Conditional Use to allow for horses, a barn and stalls on a vacant lot within 500 feet of the applicant's residence, pursuant to the Land Development Code, Section 3730 Animals.
SUBJECT PROPERTY	Section 12, Township 20 South, Range 20 East, more specifically, Lots 23, 24, and 25 of the Haren Haven unrecorded subdivision; also known as Alternate Key Number(s) 3337626 and 3337638 which address is 7211, 7276, and 7298 S. Eeyore Pt., Floral City, Florida. A complete legal description of the property is on file with the Land Development Division.
ACREAGE	Approximately 4.55 acres
LDC ATLAS DESIGNATION	CLR, Coastal and Lakes Residential
FLOOD ZONE	According to the Flood Insurance Rate Map (FIRM), the subject property(s) appear to be located in Flood Zone X and AE with a base flood elevation of 44 feet, as found on Community Panel Number 12017C0 369D.
SURROUNDING LDC ATLAS DESIGNATIONS	North – CLR, Coastal and Lakes Residential, CL, Low intensity Coastal and Lakes South – CLR, Coastal and Lakes Residential, CL, Low intensity Coastal and Lakes East – CLR, Coastal and Lakes Residential, CL, Low intensity Coastal and Lakes West – CLR, Coastal and Lakes Residential, CL, Low intensity Coastal and Lakes, Lake Tsala Apopka
SURROUNDING FLUM DESIGNATIONS	North – CL, Low intensity Coastal and Lakes District South – CL, Low intensity Coastal and Lakes District East – CL, Low intensity Coastal and Lakes District West – CL, Low intensity Coastal and Lakes District
SURROUNDING EXISTING LAND USE	North – Vacant Wetlands South – Single Family Residence East – Vacant Residential, Single-Family Residences West – Lake Tsala Apopka, Vacant Wetlands

Attachment: Staff report and locator map (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

CHARACTERISTICS OF THE SURROUNDING AREA	The surrounding area is residential in nature.

BACKGROUND AND ANALYSIS

The subject properties are waterfront lots in the Haren Haven unrecorded subdivision. The subject properties consist of approximately 4.55 acres in total. Lots 24 and 25 total approximately 3 acres in size and are currently vacant with some existing trees. Lot 23 is approximately 1.55 acres in size and has an existing single-family dwelling that was constructed in 2008. South Eeyore Pt. is a 50-foot wide unpaved, private, local street that runs north along the east property lines of Lots 24 and 25 and then runs west between Lots 23 and 24 to the water. The surrounding area is residential in nature.

This Conditional Use application is requesting to allow for the raising of animals on vacant property within 500 feet from the primary residence, and to allow for an accessory structure, specifically a barn with stalls for horses, on a vacant lot. The LDC states that the raising of those animals described in the Animal Schedule for noncommercial purposes on vacant property that meets the minimum acreage requirements by land use, may be allowable as a Conditional Use provided that the owner of the properties' primary residence is located within a 500-foot distance measured from the closest points between the two properties and that all other criteria of the LDC are met. The applicant is proposing to have six horses located on Lots 24 and 25, as well as the accessory barn and stalls. These lots are located across S. Eeyore Pt. from Lot 23, which contains the primary single-family residence. The proposed barn with stalls is 120 feet by 40 feet or 4,800 square feet in size. It is proposed to be located on the north side of Lot 24 and is shown to be meeting the required 50-foot setback from the property line for a barn, stable, pen, sty, or other similarly utilized building as per the LDC, which is discussed further within this report.

Section 3730, Animals, of the LDC provides a minimum acreage and an Animal Schedule for the maximum number of allowed animals, by type, for certain residential districts. The Animal Schedule works in a cumulative manner, meaning that the total number of animals allowable is not additive, but instead is a total number for all types of animals proposed based on the acreage. For this site, allowing six horses uses up the entire allowable animal standard, as the Animal Schedule allows for two horses per acre. The applicant has indicated that only horses are being requested. Section 3730 also requires that the minimum acreage for a parcel to have animals in the CLR District is two acres. While the combined acreage of Lots 24 and 25 is three acres, individually, they are one and one-half acres in size, which does not meet this requirement. If both lots are combined through the Lot Reconfiguration process, they will exceed the minimum two-acre requirement.

Staff looked at compatibility in relation to the surrounding neighborhood. Lots 24 and 25 are located adjacent to one other residential parcel to the south. The applicant has proposed the barn and stalls on the north side of Lot 24, opposite the adjacent residential lot. There appear to be other animals in the area, including both cows and horses. While staff could not locate any Conditional Use requests related to the animal schedule, the majority of the lots in this area that have animals exceed the two-acre size minimum.

Attachment: Staff report and locator map (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

Consistency with the Comprehensive Plan - All development applications shall demonstrate complete compliance with the Citrus County Comprehensive Plan. This Conditional Use application is consistent with the following objectives and policies:

Policy 17.3.16 *Special buffering and/or special separations shall be incorporated into the County LDC to buffer between residential areas and agricultural activities, mining, industrial, or commercial operations having noise, dust, glare, odor, traffic, or other problems incompatible with residential uses.*

Staff Comment: The site contains some tree canopy that should be maintained to further buffer between the site and the abutting residential lot. The proposed barn and stalls are located so as to minimize any impact to nearby residences.

Consistency with the Land Development Code (LDC) - Staff reviewed this application under the standards of Section 3730, Animals, as specified in the LDC. Pursuant to LDC Section 3730, the raising of animals cannot occur on vacant property unless it is within 500 feet from the primary residence and must obtain approval of a Conditional Use application, as outlined in the LDC, as granted by the PDC.

3730.A.8. *The raising of those animals described in subparagraph 1. above for noncommercial purposes on vacant property that meets the minimum acreage requirements by land use, as set forth in this section, may be allowable as a Conditional Use provided the following provisions are met:*

a. The owner of the properties primary residence is located within a 500- foot distance measured from the closest points between the two properties.

b. All other criteria of the LDC are met.

Staff Comment: The subject properties are located within 500 feet of the primary residence and the proposed barn and stalls will meet the required 50-foot setback from a property line. The applicant has indicated the proposal is to accommodate six horses, which is consistent with the Animal Schedule. While the combined acreage of Lots 24 and 25 is three acres, individually, they are each one and one-half acres in size, which does not meet this requirement. If both lots are combined through the Lot Reconfiguration process, they will exceed the minimum two-acre requirement.

PROPOSED FINDINGS OF FACT

Pursuant to Section 4500, Conditional Uses, of the Citrus County Land Development Code (LDC), a Conditional Use application which meets the objective criteria of the LDC for that use shall be presumed entitled to approval. Such presumption may be rebutted by competent, substantial evidence that the applicable LDC criteria have not been met. Following completion of the public hearing, the PDC shall approve, disapprove, amend and approve the proposal, or approve the proposal with conditions. Any action taken shall be accompanied by the findings of the PDC upon which the action was based. The following Findings of Fact are noted:

1. ***The proposed uses and structures would not violate the land uses, densities, or other directives of the adopted Comprehensive Plan or the LDC.*** This proposal can be consistent

Attachment: Staff report and locator map (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

with density and land use standards of the Comprehensive Plan and Land Development Code, provided the lots are reconfigured to meet minimum size standards.

2. ***The proposed uses and structures would not be incompatible with the uses, structures, and activities on adjacent and nearby lands.*** The request for animals on a vacant property within 500 feet of the primary residence is compatible with the surrounding large lot residential area, many of which have animals.

3. ***The proposed uses and structures would not violate health, safety, welfare, and/or convenience of those residing, working, or owning land in the vicinity of the proposed use or structure, specifically with respect to:***

   a. ***The use or structure would not exceed the applicable density or bulk regulations except as specifically authorized, nor shall the use or structure result in overcrowding of land or buildings;*** This proposal would not exceed the allowable animal standards as proposed if the lots are reconfigured to meet size requirements. The placement of the accessory barn and stall will not exceed the allowable ISR.
   b. ***The use or structure would not impair pedestrian or vehicular movement in adjoining streets so as to violate adopted level of service standards;*** This application would not impact vehicular level of service because the properties are located at the end of a dead end private road.
   c. ***The use or structure would not create a fire hazard;*** The application as proposed would not create a fire hazard as long as Fire Code requirements are met at the time of permitting.
   d. ***The use or structure would not result in noise, odor, glare, vibration or other similar characteristic, which is detectable at the property line, and which exceeds the level which will result from permitted uses;*** This standard should be obtainable with adherence to Best Management Practices as established by the University of Florida and the Natural Resources Conservation Service and with the suggested conditions.
   e. ***The use or structure would not prevent an adjoining landowner from the legal use of his property pursuant to the LDC;*** This application is not anticipated to limit the use or access of adjacent properties.
   f. ***The use or structure would not violate a requirement or limitation of any applicable state or federal law or regulation;*** The raising of animals shall conform to applicable state law or federal regulation.
   g. ***The use or structure would not result in the inadequacy or inability of any public facility or service to meet adopted standards;*** This application is not expected to impact public services.

4. ***Termination and/or expiration of Conditional Uses - The PDC may specify a term for the duration of a Conditional Use. A Conditional Use will terminate if no development activity under the Conditional Use is commenced within three years of the date of approval, or if the approved use ceases for a period of three years. The property owner may seek an extension by applying to the PDC.*** The applicant has not requested an extension of the three-year term.

SUGGESTED CONDITIONS:

1. This conditional use is to allow for the raising of animals in conformance with the Animal Schedule on a vacant property within 500 feet of the owner's primary residence and for a barn and stalls not to exceed 4,800 square feet in size.

Attachment: Staff report and locator map (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

2. As required in the LDC, any barn, stable, pen, sty, or other similarly utilized building or structure shall be located not less than 50 feet from any property line. This provision shall not be construed to apply to a perimeter fence.

3. Any portion of the property on which animals are kept shall be completely enclosed with a fence sufficient in area, size, and type to contain the number of animals on the property.

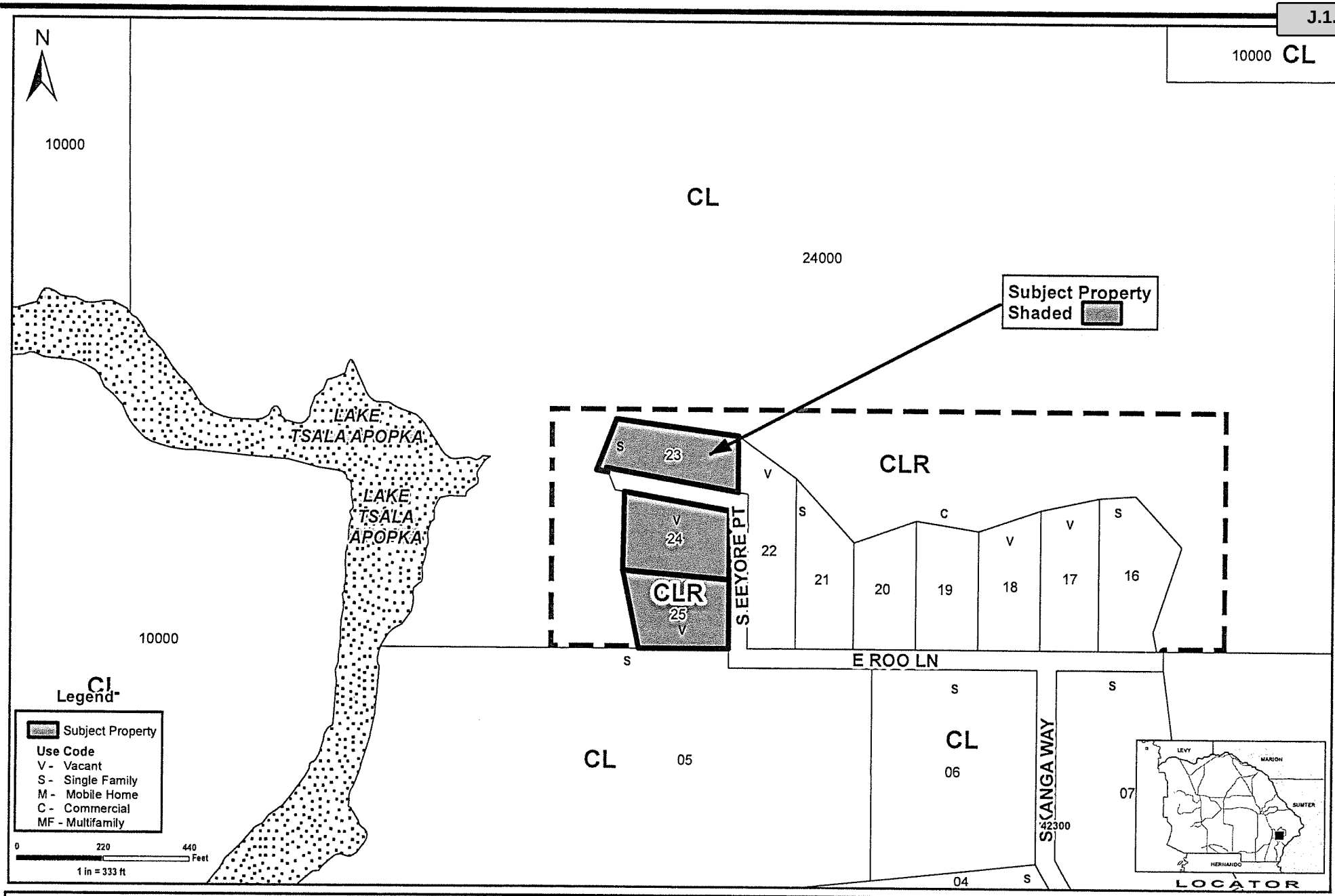
4. The raising of animals on the site shall be done under the guidelines of Best Management Practices as established by the University of Florida and the Natural Resources Conservation Service. Methods of waste management, pest control, and odor abatement must be demonstrated.

5. Lots 24 and 25 must be combined into a single parcel through a Lot Reconfiguration to meet the minimum lot size requirement to have animals.

6. A site plan must be submitted to the Land Development Division at the time of permitting indicating compliance with these conditions.

JH/cb

Attachment: Staff report and locator map (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



Application #: CU-21-12	**Applicant: Clark A. Stillwell for John and Virginia Cullen**
Proposal: Horses, a barn and stalls on a vacant lot within 500 feet of the applicant's residence	**Location: 7211, 7276 and 7298 S. Eeyore Pt., Floral City**
	S-T-R - 12-20-20 SW
Land Use Atlas: CLR, Coastal and Lakes Residential	**Planner Initials:** JH **Date:** 9/27/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: September 7, 2021
Source: Enterprise Geodatabase
Map Number: WB0000677

This map/data is to be used for general purpose only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

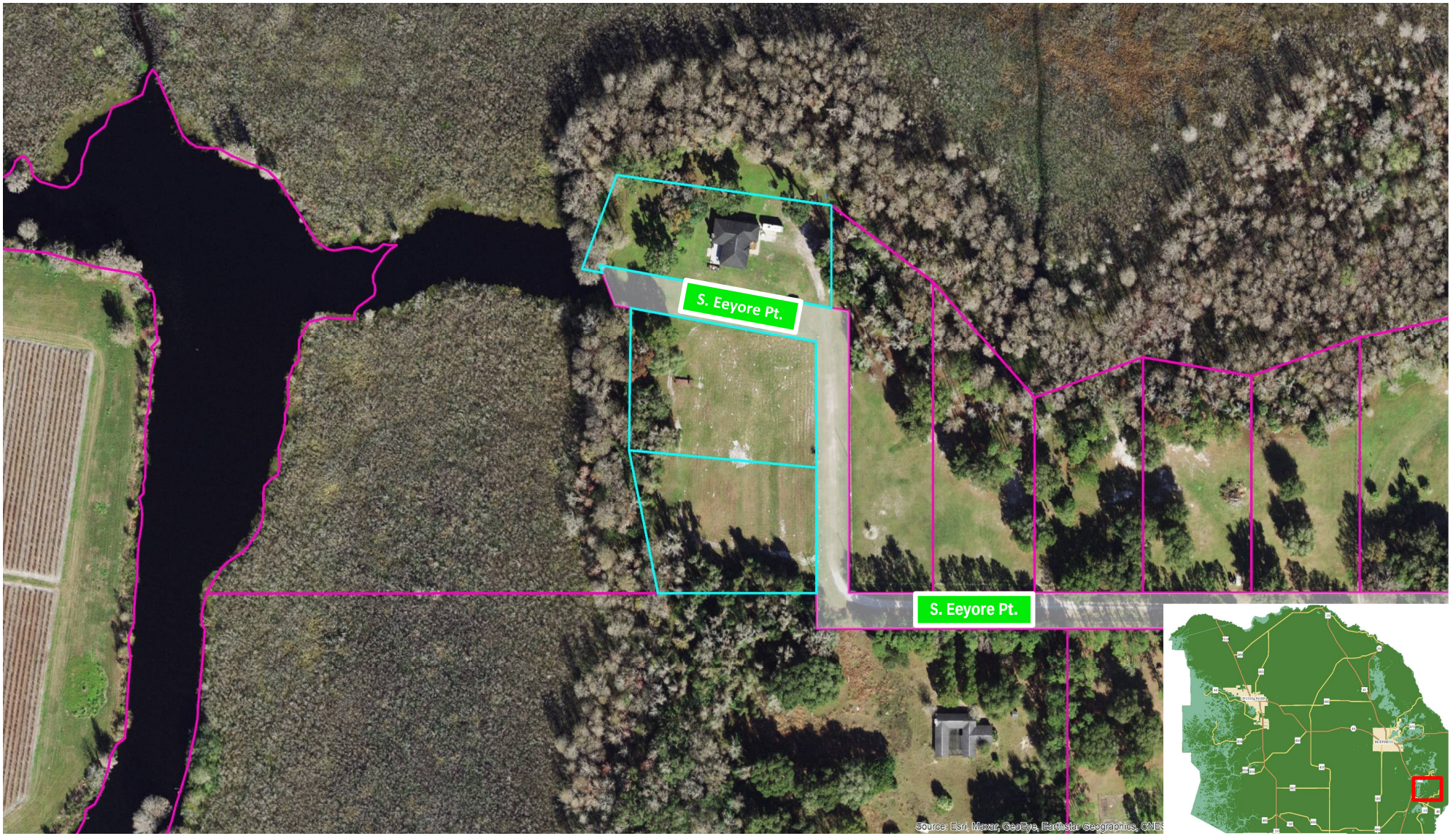
Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, claims upon or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

Attachment: Staff report and locator map (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)

CU-21-12

Clark A. Stillwell for John and Virginia Cullen

Attachment: Planner PowerPoint (18510 : CU-21-12 Clark A. Stillwell for John and Virginia Cullen)



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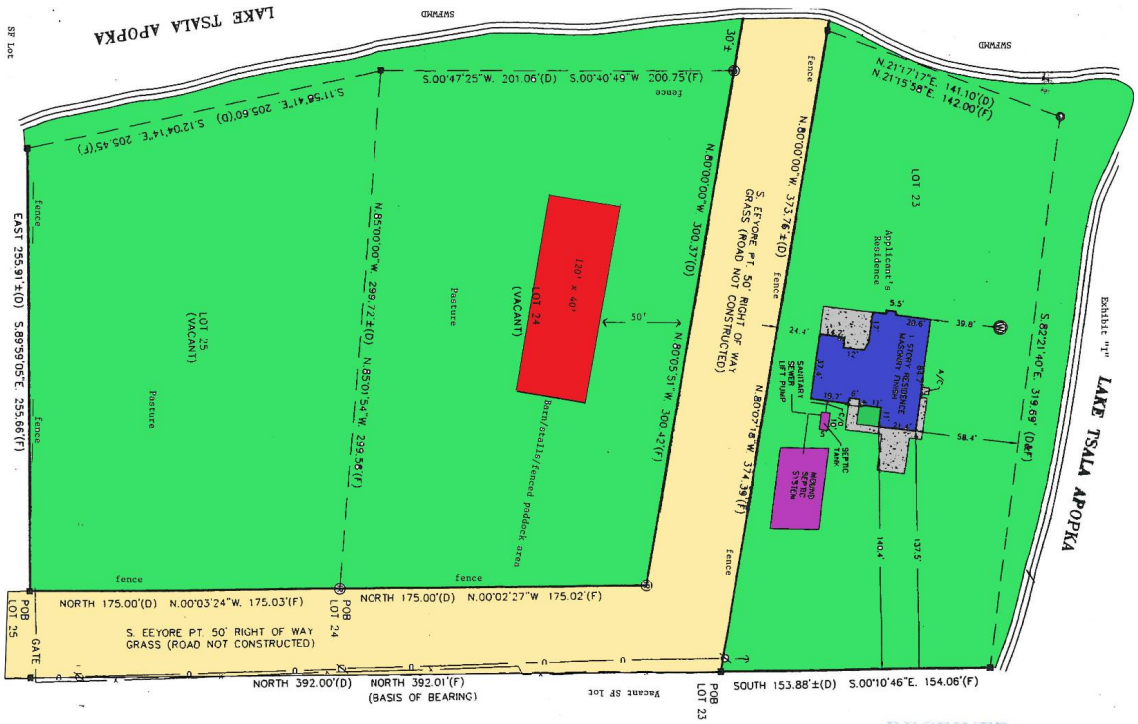
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RECEIVED
AUG 1 0 2021
CU-21-12
Land Development Division

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.
AGENDA DATE:	**November 04, 2021**

BRIEF OVERVIEW:

Notice of Intent is hereby given that RaceTrac Petroleum, Inc. and Gischorn, LLC propose to revise an existing Development Agreement with Citrus County, Florida, a political subdivision of the State of Florida, pursuant to Florida Statutes 163.3221 et seq. and Chapter Twelve, Development Agreements, of the Citrus County Land Development Code. The applicants desire to add additional canopies and gas islands to an existing RaceTrac Neighborhood Market that contains a building that can be no more than 8,000 SF in size, with accompanying gas islands and canopies. The maximum height of any structures will not exceed the standards as provided within the Citrus County Land Development Code. A copy of the proposed Development Agreement can be obtained from the Citrus County Land Development Division, 3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Conduct a public hearing on November 4, 2021, to review and consider, DA-21-01 - Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

PM2-21-115

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

DEVELOPMENT AGREEMENT APPLICATION NO. – DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.
DATE: October 1, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

OVERVIEW:	Notice of Intent is hereby given that RaceTrac Petroleum, Inc. and Gischorn, LLC propose to revise an existing Development Agreement with Citrus County, Florida, a political subdivision of the State of Florida, pursuant to Florida Statutes 163.3221 et seq. and Chapter Twelve, Development Agreements, of the Citrus County Land Development Code. The applicants desire to add additional canopies and gas islands to an existing RaceTrac Neighborhood Market that contains a building that can be no more than 8,000 SF in size, with accompanying gas islands and canopies. The maximum height of any structures will not exceed the standards as provided within the Citrus County Land Development Code. A copy of the proposed Development Agreement can be obtained from the Citrus County Land Development Division, 3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461.
LOCATION OF PROPERTY	Section 4, Township 19, Range 18; Parcel 23110 (Alternate Key #3520855), whose address is 3310 W. Gulf to Lake Highway, Lecanto, Florida. A complete legal description is on file with the Land Development Division.
ACREAGE	Approximately 4.75 acres
FUTURE LAND USE DESIGNATION:	GNC, General Commercial District
SURROUNDING COMPREHENSIVE PLAN (GFLUM) DESIGNATIONS:	North – GNC, General Commercial District South – GNC, General Commercial District East – GNC, General Commercial District West – TCU, Transportation/Communications/Utilities District; GNC, General Commercial District
SURROUNDING EXISTING LAND USES:	North – SR-44 (W. Gulf to Lake Highway); vacant commercial land South – Day care; Vacant commercial land East – CR-491 (S. Lecanto Highway); gas station with convenience store West – FDOT Drainage Retention Area

Attachment: Staff report and locator map (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

ANALYSIS

Background Information – This application has been proposed in order to allow an expansion of an existing RaceTrac gas station with convenience store. Specifically, this application will allow additional canopies, gas pumps, and accompanying drive aisles. The original Development Agreement addressed development of the convenience store and gas pumps, including access to CR-491 as well as SR-44, and cross-access to the adjacent commercial site. Through that Agreement, the applicant worked with the Citrus County Department of Public Works in order to accommodate shared drainage facilities and access in this area, in coordination with road widening scheduled for CR-491 in the general area.

This proposed amendment revises standards for signage and landscaping for the new area, while keeping the existing stormwater, and utility connections in place.

Consistency with the Comprehensive Plan – The application as proposed is consistent with the following policies of the Comprehensive Plan:

Policy 10A.1.3 Assure compatibility of development and development intensities with existing and planned transportation facilities.

[Staff note – The Agreement provided a coordination mechanism between the development and pending improvements to the CR-491 roadway.]

Policy 10B.3.12 Frontage roads, access roads, and/or other alternative access systems along arterial and major collector roadways, shall be required in accordance with Ch. 7 of the Land Development Code. Interconnection of parking lots along a road frontage shall be encouraged. New points of ingress and/or egress shall be limited to these access systems to minimize direct access to the congested roadways.

[Staff note – The Agreement includes a now-constructed frontage road to the adjacent site.]

Policy 10B.3.17 The County shall require any new development to provide an acceptable plan for on-site traffic flow and parking for both motorized and non-motorized vehicles. Parking for non-motorized vehicles shall be provided in this plan per standards defined in the County Land Development Code.

[Staff note – The project will continue to meet the parking and on-site traffic flow standards as outlined in the Land Development Code.]

Policy 17.11.2 All development in the Corridor Planning Zone and any development shall be subject to special review criteria as established by the LDC. This review shall take into consideration, at a minimum, the following impacts:

- Traffic circulation including need for setbacks, access, and maintenance of established LOS
- Stormwater drainage and flood protection

Attachment: Staff report and locator map (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

- Provision of utilities
- Protection of jurisdictional and other unique natural features

[Staff note – The site lies within a Corridor Planning Zone along SR-44, and the proposed Agreement provides confirmation that stormwater, traffic circulation, and utilities comply with requirements].

Consistency with the Land Development Code (LDC) – The proposed Development Agreement is consistent with Chapter 12, Development Agreements, of the LDC. The existing Agreement, as well as the proposed amendment, contains deviation requests from several standards within the LDC, which are outlined below:

1. Section 9250. On-Site Signs – The application contains a sign plan that the applicant indicates exceeds the allowable amount of wall signage by 45 square feet. The LDC allows wall sign area up to one and one-half square feet for each linear foot of building front width, which would appear to allow up to 153 square feet of wall signage based on the proposed building width. The existing Agreement contained 164 square feet for the wall signs, with an additional requested sign on the new proposed canopy.

   ➢ Existing Deviation: Wall Signage: Allowable: 153 square feet
   Existing: 164 square feet
   Additional Request: 55 SF, for total of 219 square feet

2. Section 9250. On-Site Signs – The existing Agreement includes two free-standing signs, of 100 and 150 square feet. Setbacks are determined based on the square footage of the sign. The 100 square foot sign on CR-491 includes a ten-foot setback as outlined in the LDC. The 150 square foot sign requires a 20-foot setback while only ten feet was approved along SR-44. The amendment proposes new sign faces, with one sign face at approximately 110 square feet and one remaining at 150 square feet.

   ➢ Deviation: Freestanding Sign Size: Allowable: 204 square feet
   Existing: 250 square feet
   Proposed: 260 square feet

   ➢ Deviation: Freestanding Sign Setback: Required: 20 feet from property line
   Existing: 10 feet from property line
   Proposed: 10 feet from property line (no change)

The Development Agreement indicates compliance with all other aspects of the Land Development Code, including Section 3745, Design Standards for Small Nonresidential Development Projects.

Other Considerations: The proposed Development Agreement amendment has been reviewed by County staff. While the applicant has proposed removal of many of the legal items in the existing Agreement, staff cannot agree with removal due to the ongoing nature of the development. Following verbal discussion with the applicant, these items were not intended for removal but merely to reflect they were not being considered for amendment at this time.

Attachment: Staff report and locator map (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

A landscaper for the application site has verbally contacted staff regarding some deviation requests regarding relocation of some trees/shrubs to accommodate the new area. Specific details have not been received as of the date of this writing.

Summary of Agency Comments: The Amendment has been reviewed by the Department of Public Works, the Department of Water Resources, and the County Attorney's Office. Their comments are reflected in the draft document for consideration.

Summary of Public Comments: N/A – no comments have been received.

ANALYSIS OF THESE FACTORS

Based on a review of the application, the following Findings of Fact are cited:

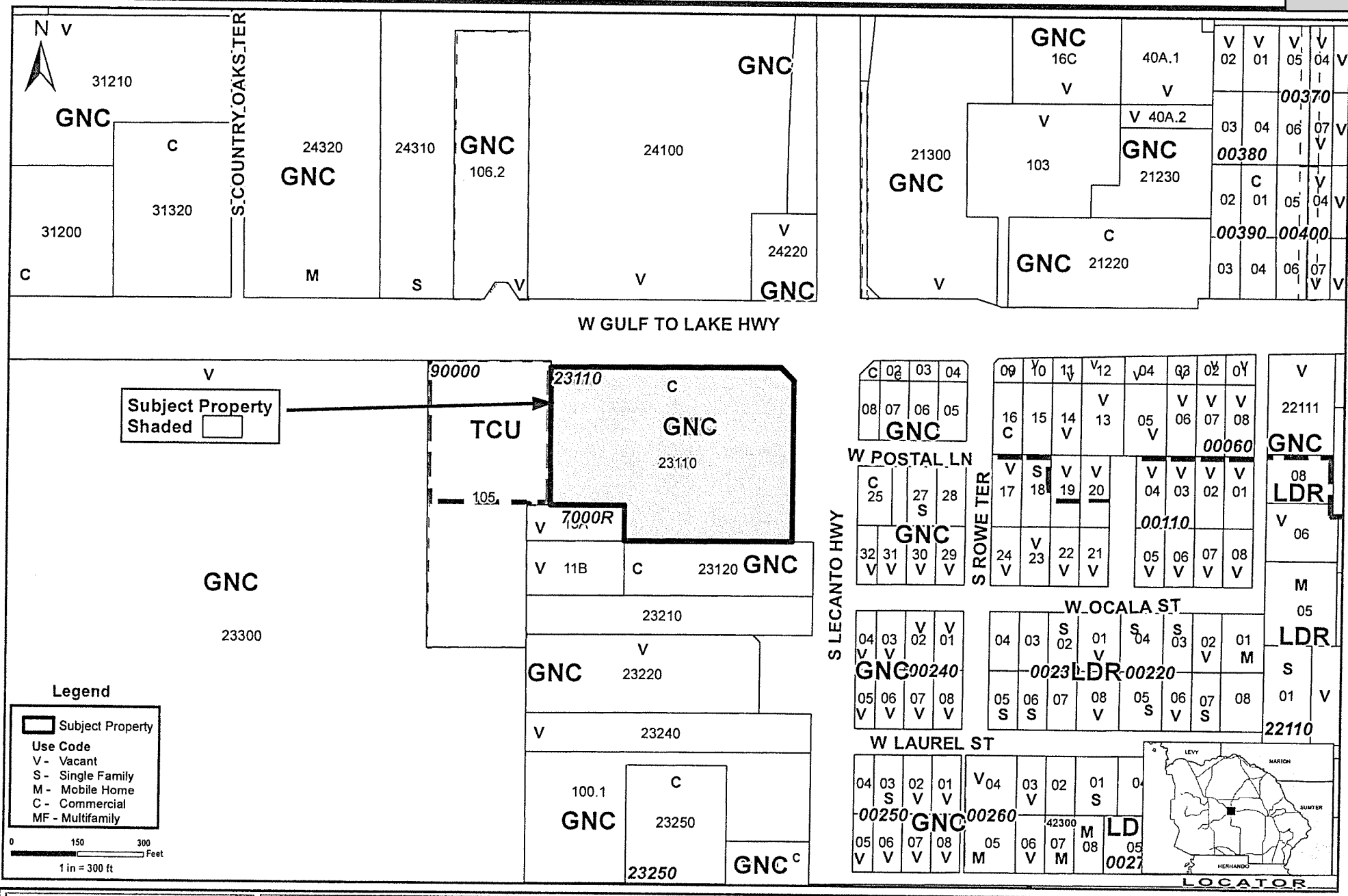
1. The applicant has continued to work with the Department of Public Works and the Department of Water Resources to coordinate stormwater, access management, and utilities with the CR-491 road widening project, and those improvements have now been constructed.

2. The application contains a proposal to expand the commercial site with minimum deviations in sign design standards from LDC requirements.

3. The application as proposed is consistent with the Comprehensive Plan and the Land Development Code.

JLC/cb
Attachments

Attachment: Staff report and locator map (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



Application #: DA-21-01	Applicant: Bryan Potts, PE for Gischorn, LLC & Race Trac Petroleum, Inc.
Proposal: Amend Existing Development Agreement	Location: 3310 W. Gulf to Lake Highway, Lecanto
LDC Atlas: General Commercial (GNC)	S-T-R - 4-19-18 SE

Planner Initials: _____ Date: 9/16/21

Geographic Information Systems

Prepared By : Susan O'Connell
Date: September 10, 2021
Source: Enterprise Geodatabase
Map Number: SO001192

Cynthia P. Skelhorn
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide current data in an accurate and complete as of the date it is posted. However, all information provided must be independently verified by the user.

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Attachment: Staff report and locator map (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: Date:

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

Applicant*
Name: Bryan Potts, P.E.
Address: 2494 Rose Spring Dr.
City: Orlando
State: FL Zip: 32825
Phone: (407) 982-9878
Email: bpotts@tannathdesign.com

Property Owner
Name: Gischorn LLC
Address: 387 Steiner Bridge Rd.
City: Valencia
State: PA Zip: 16059
Phone:
Email:

Property Description: Section: 04 Township: 19 South Range: 18 East
Legal Description: THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4, EXC. THE S 125' AND EXC. R-O-W OF S.R.44 AND S.R. 491, IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST
Subdivision: 00123 - UNREC TRACTS IN 04-19S-18E Lot(s): Block/Parcel:
Alternate Key #: 3520855 Parcel ID: 18E19S04 23110
Acreage: 4.71

☐ New Planned Unit Development
☑ Amendment to a Previously Approved Planned Development Previous Application No.: DA-17-01

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): WE REQUEST TO AMEND THE PLANNED DEVELOPMENT TO ADD 3- FUEL PUMPS, CANOPY AND TANKS ALONG WITH ADDITIONAL PAVEMENT AREA.
Directions to Property: SE CORNER OF GULF TO LAKE HWY & CR491.

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: Bryan Potts

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 Bryan Potts who is personally known to me or provided _____ as identification and who did not take an oath.
WITNESS my hand and official seal this 29th day of July 2021

Signature
Charlotte Ferguson
Printed Name

Seal

CHARLOTTE MICHELLE FERGUSON
MY COMMISSION # HH 103992
EXPIRES: July 12, 2025
Bonded Thru Notary Public Underwriters

For Staff Use Only

Date: Via mail 7/30/21 Time: _____ Initials: _____

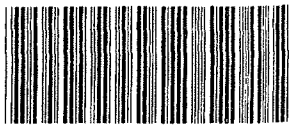
Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Directions from RaceTrac to Citrus County Development Services.

Head south from site on CR491 to Saunders Way approximately 2-miles.

Turn right on Saunders Way and proceed approximately .5 miles to Citrus County Development services.

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



2011043436 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $35.50
DOCUMENTARY TAX: $0.70
2011043436 BK:2445 PG:315
10/25/2011 12:00 PM 4 PGS
JCARROLL,DC Receipt #038186

PIN #: 18190423110

Prepared by and return to:
Judy A. Bruno, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 11th day of October, 2011 by:

Mark Gissendaner, an individual, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, and **Kim Ann Kloecker, an individual**, with an address at 2118 Strong Road, Waterford, Pennsylvania 16441

hereinafter collectively called the Grantor, to:

GISCHORN, LLC, a Florida limited liability company, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059

hereinafter called the Grantee.

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of **Ten Dollars and No/100ths ($10.00)** and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Citrus, State of Florida (the "Property"), to wit:

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

N.E. ¼ of S.W. ¼ of S.E. ¼ except S. 125 feet and except right-of-way of S.R. #44/491, Section 4, Township 19 South, Range 18 East, a/k/a S.W. Corner S.R. 44 & 491, Lecanto, Florida.

Less the following Parcel for State Road No. 44 as conveyed by Warranty Deed (Book 871, page 1248):

STATE ROAD NO. 44 – PARCEL 1051

Commence at the NW Corner of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida, thence S. 0° 38' 32" E. along the West line of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, a distance of 125.69 feet to the POINT OF BEGINNING, thence continue S. 0° 38' 32" E. along said line a distance of 330.00 feet, thence N. 89° 35' 06" e. 54.04 feet, thence N. 0° 38' 32" W. 330.00 feet, thence S. 89° 35' 06" W. 54.04 feet to the Point of Beginning.

Commonly known as: 00810 S Lecanto, Lecanto, FL

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

UNDER AND SUBJECT TO all easements, rights-of-way, restrictions, leases, matters and conditions appearing in prior instruments of record and all easements, rights-of-way, restrictions, leases, matters and conditions to which Grantor's title is subject.

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

AND the Grantor hereby covenants with the 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 this land; that the Grantor hereby specially warrants the title to the land, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is from individuals to a limited liability company, which limited liability company is comprised solely of the individuals as members, and is therefore subject to the minimum amount of transfer tax of $0.70.

The individuals that comprise the Grantor do hereby state that the property conveyed is not the residence of either individual.

[signature lines on next page]

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IN WITNESS WHEREOF, the Grantor has executed this document as of this 11 day of Oct., 2011.

WITNESS:

Print Name: GLENN A HOFFMEISTER

MARK GISSENDANER, an individual

Print Name: Kathleen Baybrook

KIM ANN KLOECKER, an individual

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARK GISSENDANER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 11 day of Oct, 2011.

My commission expires:

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Alice McCafferty, Notary Public
Richland Twp., Allegheny County
My Commission Expires Dec. 27, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Erie)

BEFORE ME, a Notary Public in and for said county and state, personally appeared KIM ANN KLOECKER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 17th day of October, 2011.

My commission expires:

Notary Public

NOTARIAL SEAL
J KEVIN MAJEWSKI
Notary Public
WATERFORD TWP., ERIE COUNTY
My Commission Expires Jun 15, 2014

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To Whom It May Concern:

I hereby authorize Bryan Potts, P.E. & RaceTrac Petroleum, Inc. to act as my agent regarding any required permits for the permitting of a RaceTrac Expansion for my 4.71 Acre parcel at 3310 Gulf to Lake Hwy, Alt Key Number 3520855 in Citrus County, Florida. They can sign any applications for Water Management District, Citrus County, FDEP or FDOT in regards to the expansion of the RaceTrac on this referenced property.

Sincerely,

By: _____ Date: 6-21-2021

Mark Gissendaner
Gischorn, LLC
387 Steiner Bridge Road
Valencia, PA 16059

STATE OF PA
COUNTY OF Allegheny

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared Mark R Gissendaner personally known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

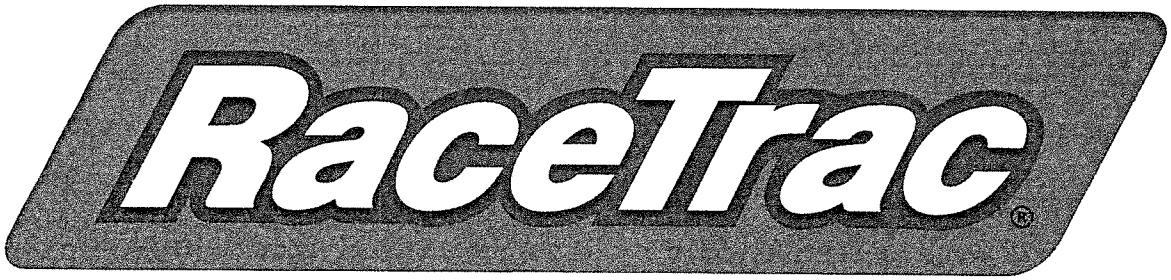
WITNESS my hand and official seal in the County and State last aforesaid this 21 day of June, 2021.

_____ My commission expires: April 8, 2022
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Matthew T. Mulch, Notary Public
Allegheny County
My commission expires April 8, 2022
Commission number 1223104
Member, Pennsylvania Association of Notaries

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS, AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.



R55K1067 - Lecanto
SW Corner of SR 44 andCR 491
Lecanto, FL 34461

DA-21-01

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Color Schedule

Color		Supplier(s)	Part Number(s)
C1	LOGO RED	AKZO NOBEL MATTHEWS	Akzo SIGN91780 Red* MP81489 R137186 LVS Semi-Gloss V1.1 RaceTrac Red
C2	WHITE	AKZO NOBEL MATTHEWS	Akzo SIGN10553 White* MP83729 R14356 LVS Semi-Gloss V1.1 White
C3	DARK BRONZE	AKZO NOBEL MATTHEWS	Dark Bronze 313E MP21286 R170760 Dark Bronze 313E
C5	BLUE	AKZO NOBEL MATTHEWS 3M	Akzo Code SIGN3243 Blue* MP02136 R143265 LVS Semi-Gloss V1.1 Sultan Blue 7725/17 Vivid Blue Opaque Vinyl
C6	PRICER BLACK	3M	3630-22 Black Translucent Vinyl
C7	PRICER GREEN	3M	3630-156 Vivid Green Translucent Vinyl
C8	PRICER RED	3M	3630-143 Poppy Red Translucent Vinyl
C9	PRICER BLUE	3M	3630-127 Intense Blue Translucent Vinyl (Ethanol Free DEF)
C11	FORT MYERS, FL AWNING ONLY	AKZO NOBEL MATTHEWS	PMS 1807C Color Match (see provided sample) PMS 1807C Color Match (see provided sample)
C15	NAPLES, FL AWNING ONLY	AKZO NOBEL MATTHEWS	SW 6444 Color Match (see provided sample) SW 6444 Color Match (see provided sample)
C18	ADDRESS WHITE	3M	7725-10 White Opaque Vinyl
C19	STANDARD AWNING RED	AKZO NOBEL MATTHEWS	CUSTOM COLOR MATCH SAMPLE PROVIDED MP15024 Red Dragon LVS Semi-Gloss V1.1
C20	STANDARD AWNING BLUE	AKZO NOBEL MATTHEWS	CUSTOM COLOR MATCH SAMPLE PROVIDED MP10259 LVS Semi-Gloss V1.1

RaceTrac	RACETRAC PRINT- Provided by Miratec Systems
Swirl world	SWIRL WORLD PRINT- Provided by Miratec Systems
INSTRUCTIONS DO NOT SHIFT AXLES ON SCALE	OPAQUE PRINT- Provided by Miratec Systems
DRIVE THRU CLEARANCE 9'-0"	DRIVE THRU PRINT- Provided by Miratec Systems
TRUCK DIESEL DRIVE THRU	DRIVE THRU PRINT- Provided by Miratec Systems
STATE CERTIFIED TRUCK SCALES ▼ ENTER ▼	3M 3630-43 Light Tomato Red Translucent Vinyl
PIZZA	Provided by Others
CAT SCALE	3M 3630-015 Yellow Translucent Vinyl 3M 3630-22 Black Translucent Vinyl Laminated Digital Print- Provided by Miratc Systems

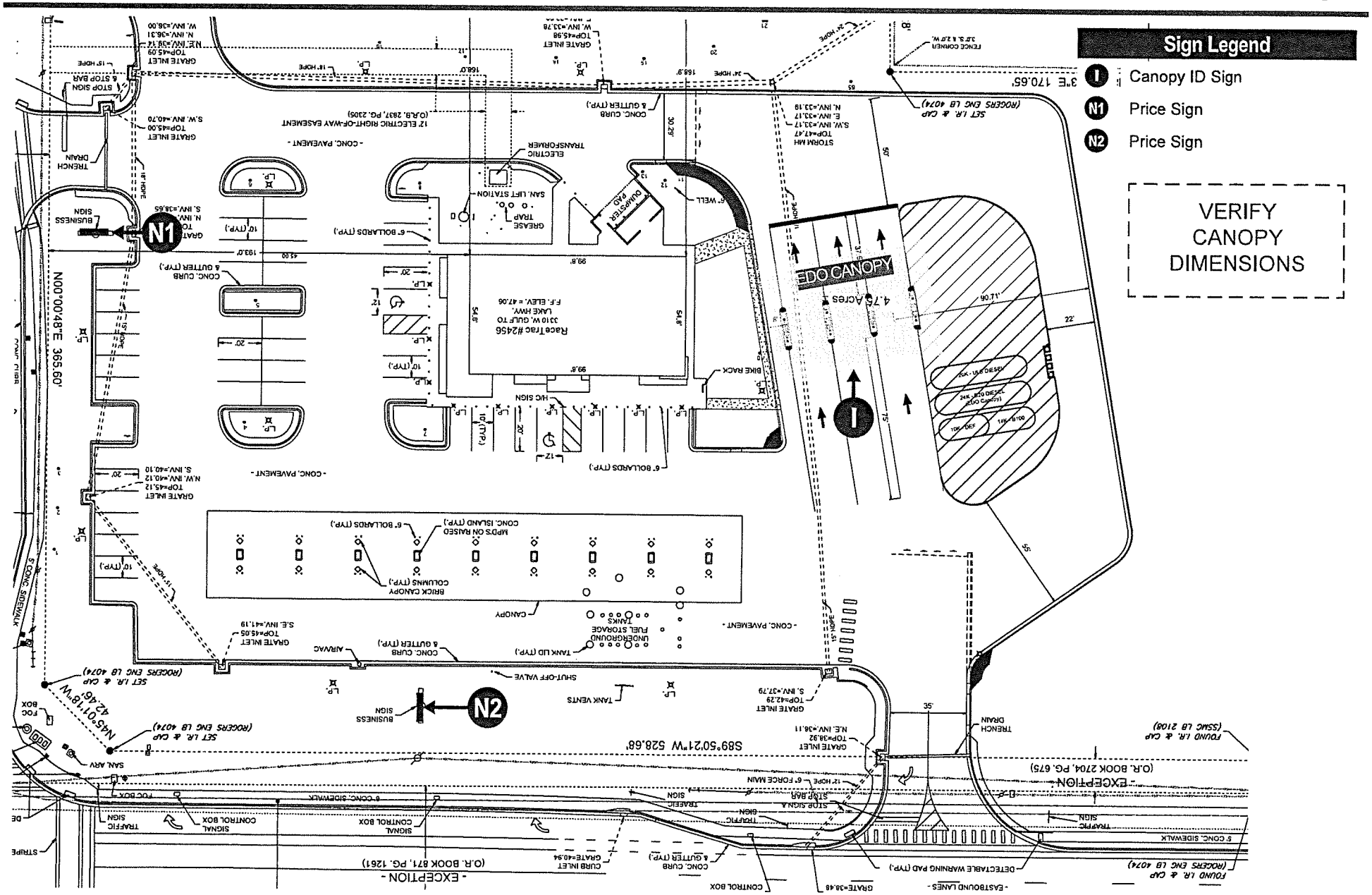
SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Site Plan



SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

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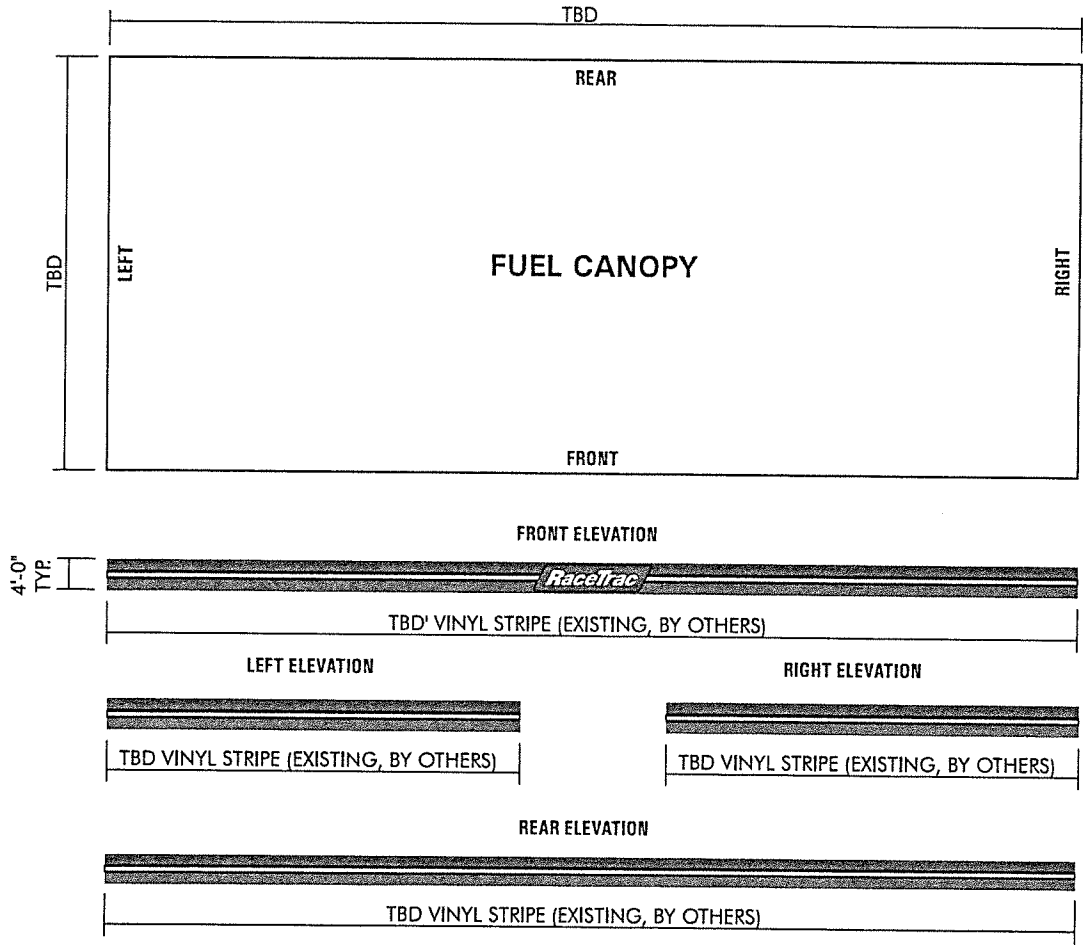
Fuel Canopy Layout

CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.
	CLOUD SIGN	55	15.4
TOTAL FRONT		55	15.4

ENTIRE CANOPY		SQ. FT.	LIN. FT.
		55	15.4

VERIFY CANOPY DIMENSIONS

ACM COLORS:
Program Red
Larson Program Red



SWC of SR 44 and CR 491,
Lecanto, FL 34461

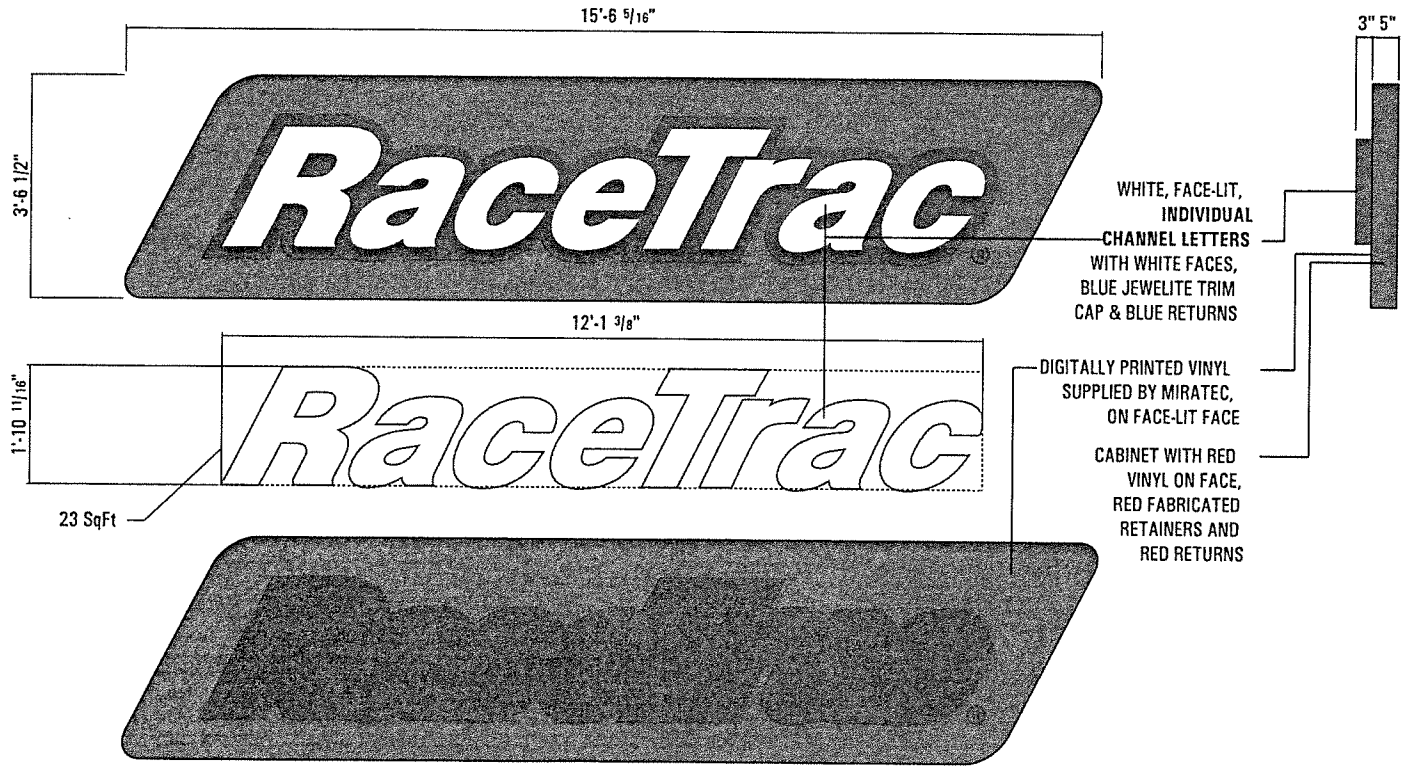
See *Color Schedule* on Page 2

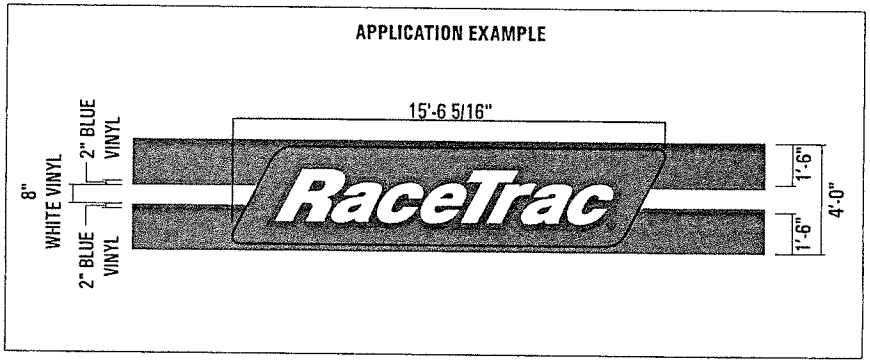
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55 SqFt Canopy LED Logo Sign - I

SINGLE FACED
QUANTITY 1
55 SqFt Total





SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

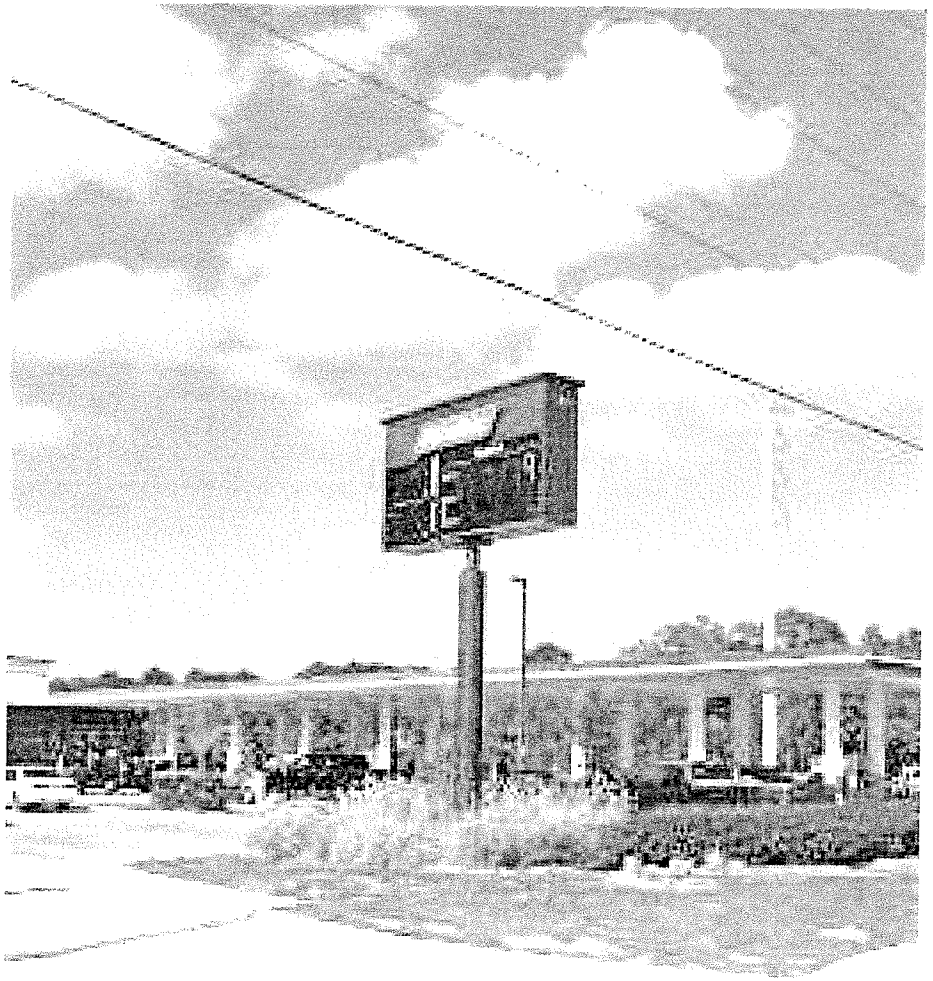
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Update Faces on Existing Price Sign- N1

QUANTITY 1

EXISTING-SITE SURVEY REQUIRED-COLOR MATCH TO EXISTING CABINET REQUIRED



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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New Faces to Existing Price Sign-N1

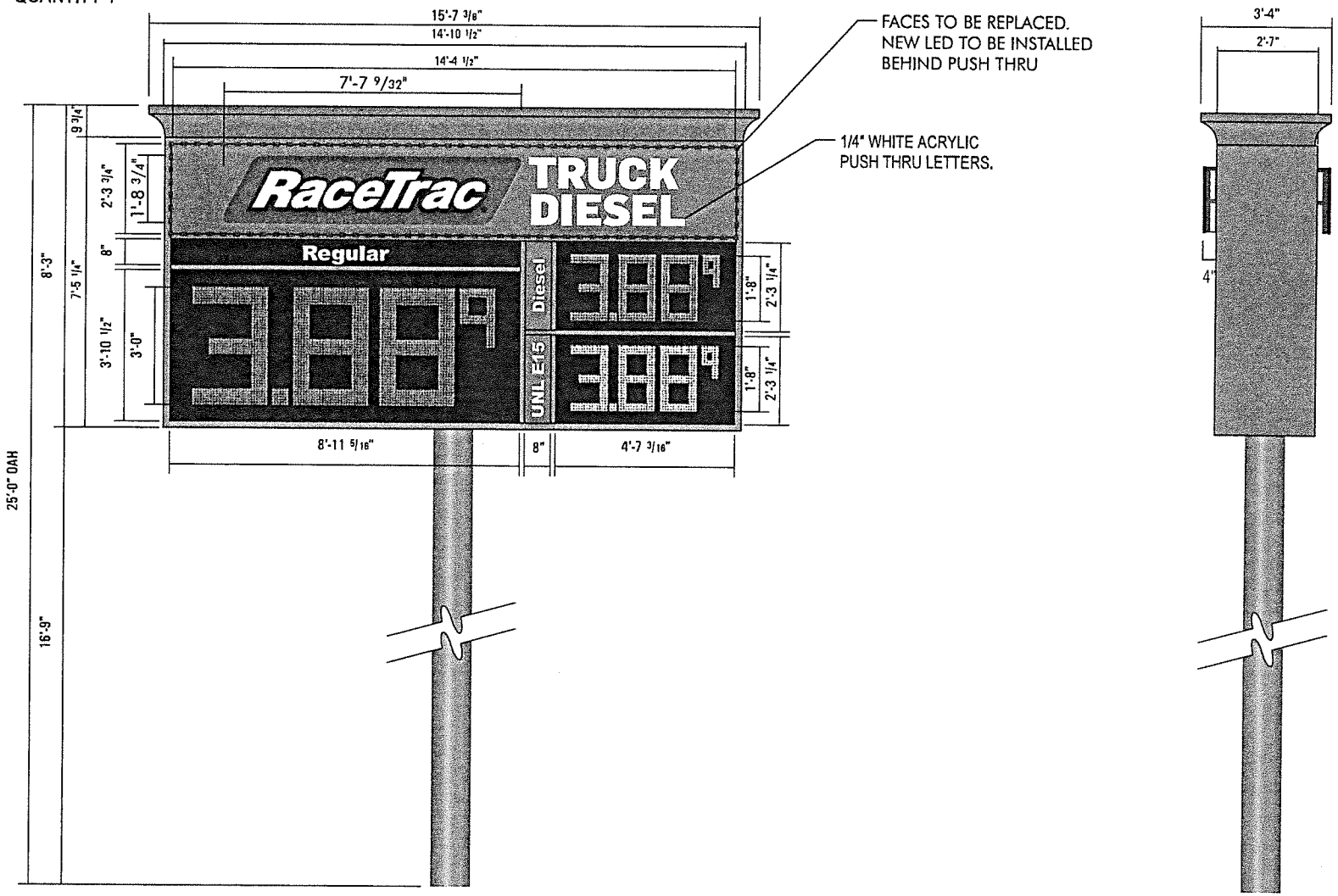
*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED

FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

DOUBLE FACED

QUANTITY 1



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

See *Color Schedule* on Page 2

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New Faces to Existing Price Sign -N2

QUANTITY 1

EXISTING-SITE SURVEY REQUIRED-COLOR MATCH TO EXISTING CABINET REQUIRED



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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New Faces to Existing Price Sign - N2

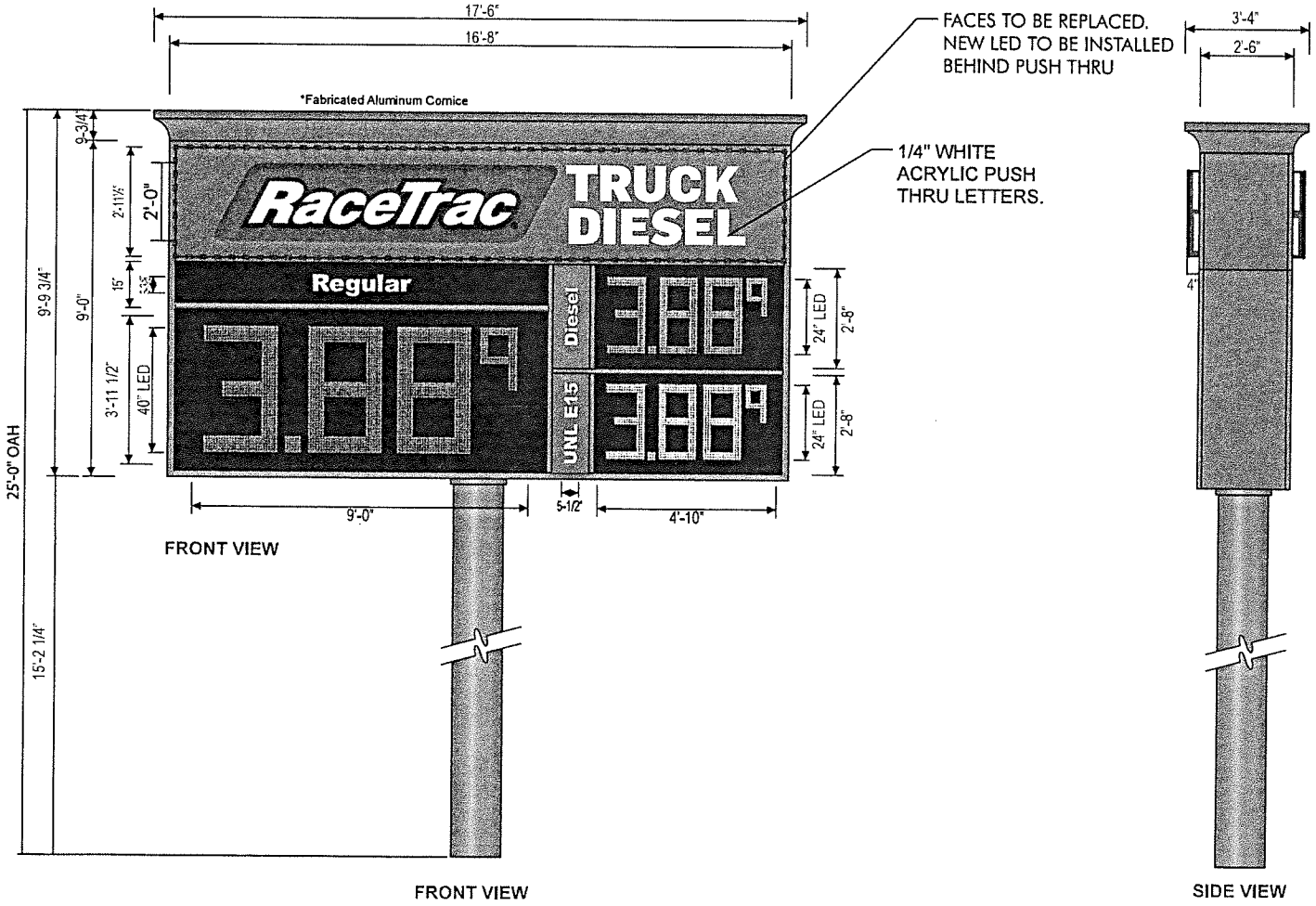
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FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

DOUBLE FACED

QUANTITY 1



FRONT VIEW

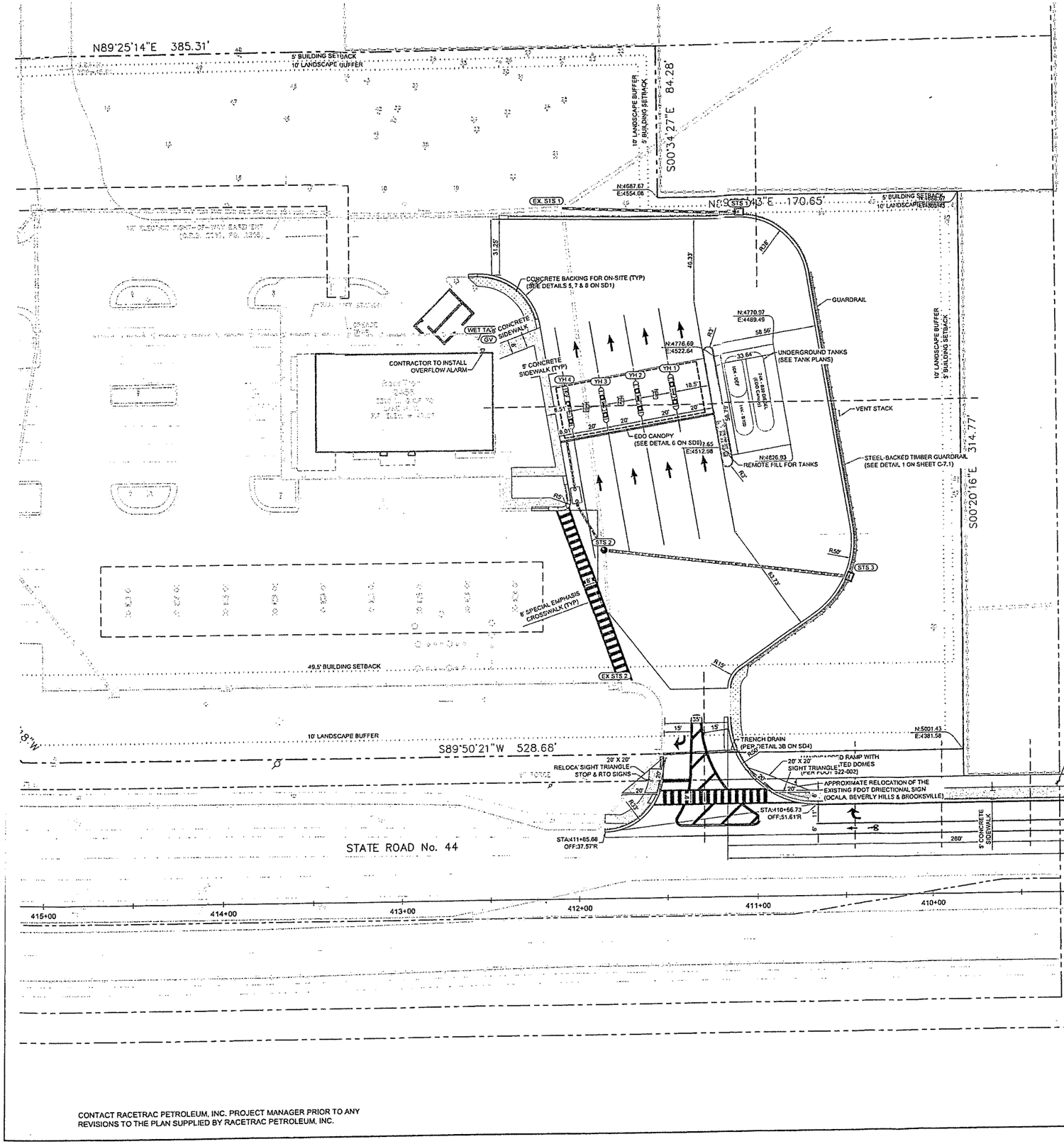
SIDE VIEW

SW Corner of SR 44 and CR 491 Lecanto, FL 34461

See *Color Schedule* on Page 2

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FUTURE LAND USE:	GENERAL COMMERCIAL (GNC)
CURRENT ZONING:	GENERAL COMMERCIAL (GNC)
PROPOSED USE:	GAS STATION EXTENSION
TOTAL PARCEL AREA:	4.75 AC
IMPERVIOUS SURFACE RATIO:	118,049.9 / 206,828.9 = .575
MINIMUM OPEN SPACE:	30%
PROPOSED OPEN SPACE:	42.5%

BUILDING SETBACKS

FRONT (WEST)	50'
SIDE (NORTH)	5'
SIDE (SOUTH)	50'
REAR (EAST)	50'

LANDSCAPE BUFFERS

FRONT (WEST)	20'
SIDE (NORTH)	20'
SIDE (SOUTH)	20'
REAR (EAST)	20'

BUILDING HEIGHT

MAXIMUM	35'

SOILS

SOIL NUMBER	NAME	USDA TEXTURE	HYDROLOGIC GROUP
16	ARREDONDO	FINE SAND	A

SOILS DATA FROM USDA NRCS ONLINE SOILS SURVEY DATED JUNE 8, 2020

FLOOD ZONE
THE SITE IS LOCATED IN FLOOD ZONE X, NOT A SPECIAL FLOOD AREA, PER FEMA F.I.R.M. PANEL 12017C0326 D, DATED SEPTEMBER 26, 2014, CITRUS COUNTY, FLORIDA.

WETLANDS
THERE ARE NO WETLANDS LOCATED ON SITE.

VEGETATION
THE SITE IS CURRENTLY A GRASSED FIELD ADJACENT TO AN EXISTING RACETRAC GAS STATION.

STORMWATER MANAGEMENT:

STORMWATER FACILITIES SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH CITRUS COUNTY AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

GENERAL SITE NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS.
2. ALL CURB DIMENSION ARE FROM THE FACE OF GUTTER. ALL BUILDING DIMENSIONS ARE TO THE FACE OF STRUCTURAL CMU.
3. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
4. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AT ALL POINTS OF CONNECTION AND AREAS OF CONFLICT.
5. ALL PUBLIC IMPROVEMENTS, INCLUDING ADJACENT SIDEWALKS, WILL BE CHECKED AT FINAL INSPECTION. ANY DAMAGED, BROKEN, OR CRACKED SECTIONS SHALL BE REPLACED PRIOR TO ISSUANCE OF CERTIFICATIONS OF OCCUPANCY.
6. ALL CONSTRUCTION SHALL MEET CITRUS COUNTY REQUIREMENTS.
7. ALL SITE IMPROVEMENTS SHALL CONFORM TO A.D.A AND FLORIDA ACCESSIBILITY CODE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY SUNSHINE LOCATORS FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION AT 1-800-432-4770, MONDAY THROUGH FRIDAY 7:00 AM TO 4:30 PM.
9. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF TOWERS, SLOPE PAVING, COLUMNS, DOOR LOCATIONS, AND UTILITY ENTRANCES.
10. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED PER PLANS. ALL COST SHALL BE INCLUDED IN BASE BID.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS AND POLES, ETC. AS REQUIRED PER PLANS.
12. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
13. ALL CONSTRUCTION MATERIAL AND METHODS, SHALL MEET THE CURRENT EDITIONS OF THE DESIGN STANDARDS, THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE UTILITY ACCOMMODATION MANUAL.
14. ALL MAINTENANCE OF TRAFFIC SHALL ADHERE TO THE REQUIREMENTS OF THE DESIGN STANDARDS 102-000 INDEXES, SPECIFICALLY INDEX 102-075 FOR TEMPORARY SIDEWALK CLOSURE.
15. ALL DISTURBED AREAS IN THE FDOT RIGHT-OF-WAY WILL BE SODDED.

0 15 30 60

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRYAN POTTS ON THE DATE AND TIME SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CONTACT RACETRAC PETROLEUM, INC. PROJECT MANAGER PRIOR TO ANY REVISIONS TO THE PLAN SUPPLIED BY RACETRAC PETROLEUM, INC.

J.2.b

Sum 27

TANNATH DESIGN, INC.
2484 ROSE SPRING DRIVE
PORT ORANGE, FLORIDA 32128

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS: ANY USE OF SAME

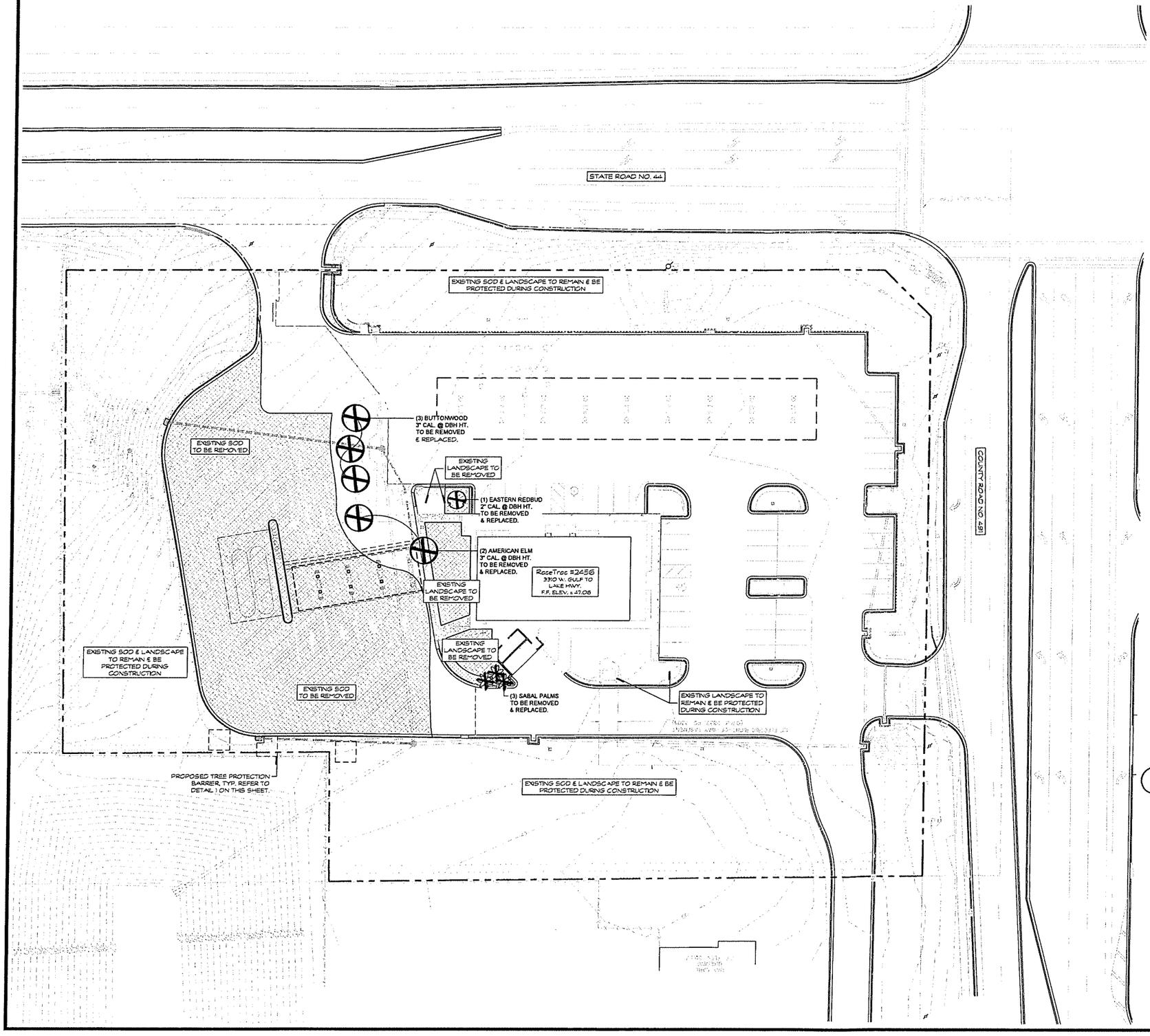
RaceTrac

PLANNED DEVELOPMENT SITE PLAN

RACETRAC #2456 - LECANTO EDO ADDITION

DRAWN BY
DATE
SCALE
PROJECT NO.
024-126
C-2.0
SHEET NO.

Attachment: Applicant's submittal (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



LANDSCAPE TO BE REMOVED

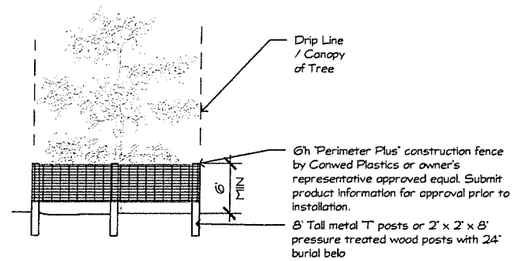
CANOPY TREE DEMO — 5
CANOPY TREE TO BE REMOVED AND REPLACED
-

UNDERSTORY TREE DEMO — 1
UNDERSTORY TREE TO BE REMOVED AND REPLACED
-

PALM TREE DEMO — 3
PALM TREE TO BE REMOVED AND REPLACED
-

DEMO — 31,524 sf
EXISTING SOD &/OR LANDSCAPE AREAS TO BE REMOVED AND MODIFIED PER THE NEW SITE PLAN.
-

ALL TREES THAT ARE TO BE REMOVED PER THE LANDSCAPE DEMO PLAN AND SCHEDULE ABOVE MUST BE REPLACED WITH EXISTING SIZES & SPECIFICATOIN PREVIOUSLY SUBMITTED. REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.



Installation Notes:

A. Post selection should be based on expected strength needs and the length of time fence will be in place. flexible fiberglass rod posts are recommended for parks, athletic events and crowd control Installations. metal 't' posts or treated wood posts are typically used for construction and other applications.
B. Posts should be driven into the ground to a depth of 1/4 of the height of the post. for example, a 8' post should be set at least 2' into the ground.
C. Space posts every 6' (min.) to 8' (max.). d. secure fencing to post with nylon cable ties (available from conwed plastics). wood strips may be also be used to provide additional support and protection between ties and posts.

NOTE: If wire ties are used, avoid direct contact with fence. wire may damage fence over time.

1 TREE PROTECTION

Scale: NTS

RECEIVED
PA-21-01
OCT 01 2021
Land Development Division

NORTH

0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE
-			
-			

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP
407.375.1431 // millsdg.com

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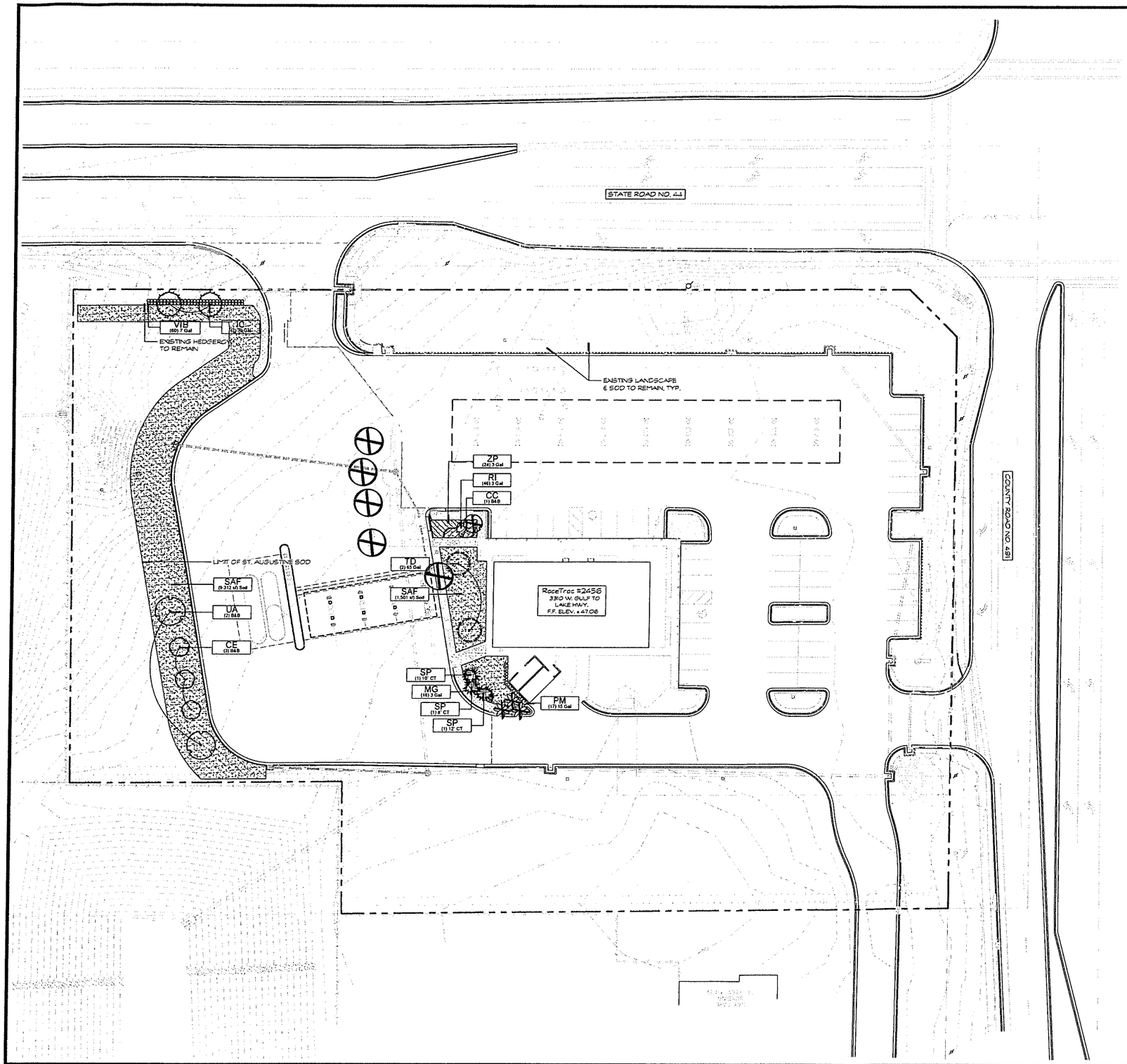
RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Landscape Demo Plan
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN-BY	AP
PROJECT NUMBER:	024-037

L1.11 | 0
SHEET NO. | VE

Attachment: Landscape submittal oct 1 2021 (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	CC	1	Eastern Redbud	Cercis canadensis
	CE	3	Buttonwood	Conocarpus erectus
	IC	2	Dahoon Holly	Ilex cassine
	TD	2	Bald Cypress	Taxodium distichum
	UA	2	American Elm	Ulmus americana

PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SP	1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	PM	17	Podocarpus	Podocarpus macrophyllus
	VIB	60	Walter's Viburnum	Viburnum obovatum

SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	MG	16	Pink Muhly Grass	Muhlenbergia capillaris
	RI	46	White Indian Hawthorn	Rhaphiolepis indica `Alba`
	ZP	24	Coontie	Zamia pumila

SOD/SEED	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SAF	11,451 sf	Floritam St. Augustine Sod	Stenotaphrum secundatum `Floritam`

REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.

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DA-21-01
OCT 01 2021
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NORTH
0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE
1			
2			

COREY J. MILLS
RLA# 6666831
DATE

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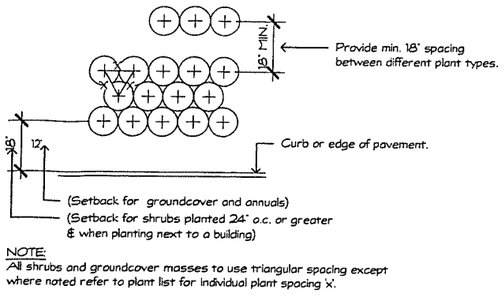
Landscape Plan

RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN-BY	AP
PROJECT NUMBER:	024-037

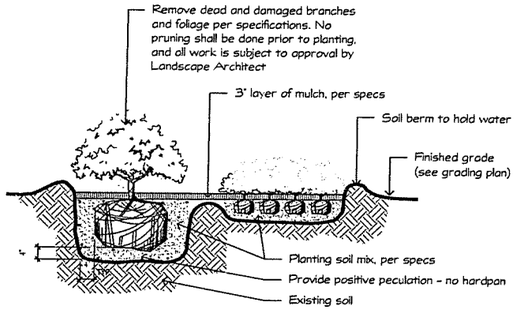
L1.12
SHEET NO.

Attachment: Landscape submittal oct 1 2021 (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

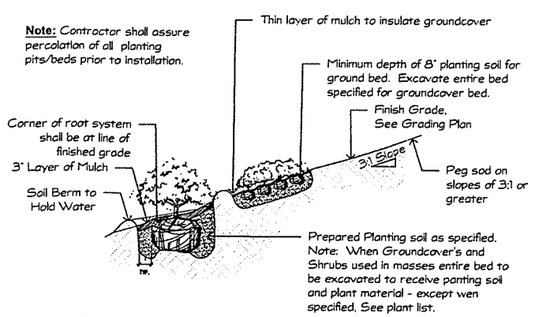


NOTE:
All shrubs and groundcover masses to use triangular spacing except where noted refer to plant list for individual plant spacing 'x'.

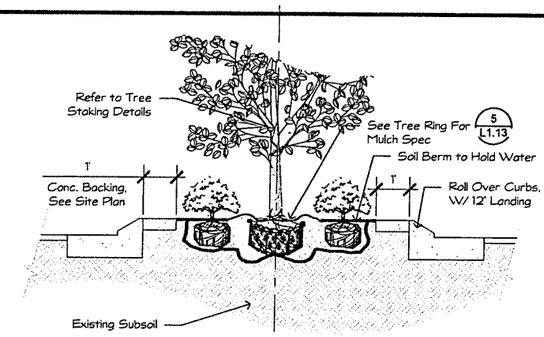
1 SHRUB & GROUNDCOVER SPACING GUIDE
Scale: NTS



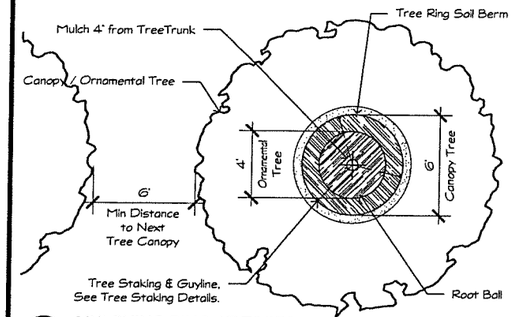
2 SHRUB & GROUND COVER PLANTING DETAIL
Scale: NTS



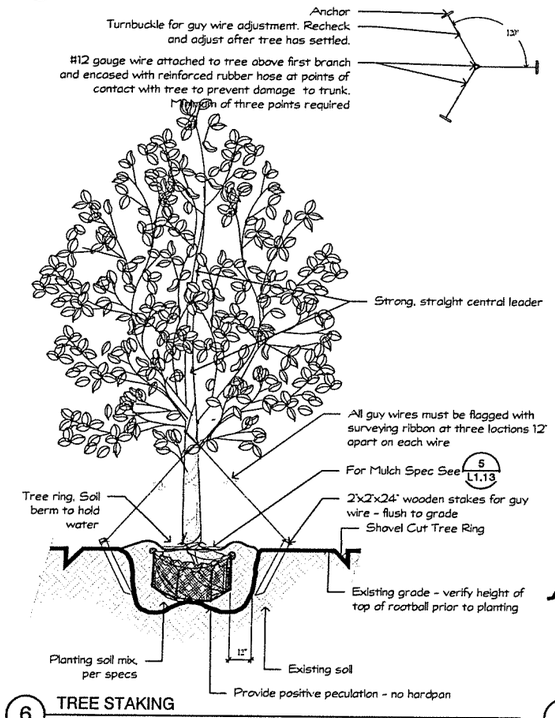
3 SHRUB AND GROUNDCOVER ON SLOPE
Scale: NTS



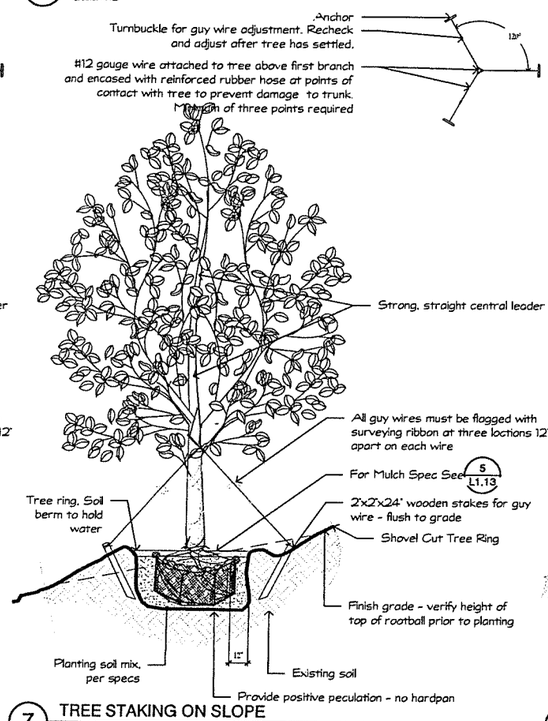
4 LANDSCAPE ISLAND BED (TYP.)
Scale: NTS



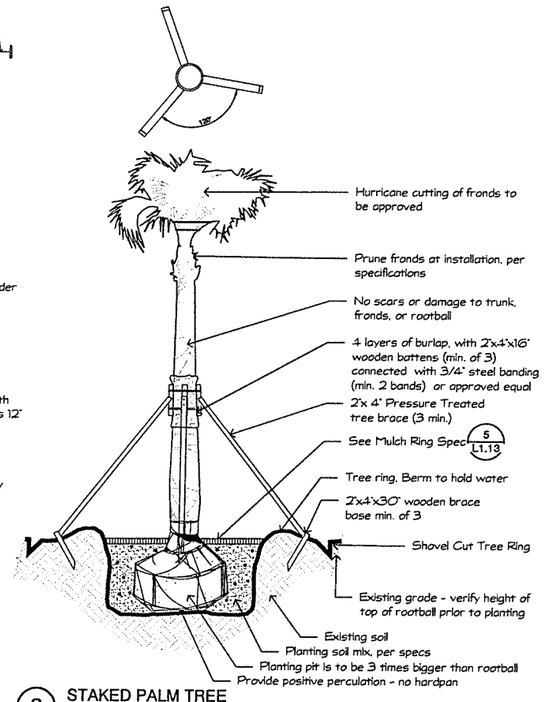
5 MULCHING RING AT TREES
Scale: NTS



6 TREE STAKING
Scale: NTS



7 TREE STAKING ON SLOPE
Scale: NTS



8 STAKED PALM TREE
Scale: NTS

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1			
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Landscape Details

RACETRAC #2456 - Lecanto EDO

3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	N/A
DRAWN BY	AP
PROJECT NUMBER:	024-037
L1.13	0
SHEET NO.	VERSION

Attachment: Landscape submittal oct 1 2021 (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IRRIGATION NOTES SCHEDULE

SYMBOL	DESCRIPTION
IR-101	Irrigation Contractor to locate and protect all underground utilities prior to digging.
IR-102	All valves to be located in valve box, with cover at grade. Locate box in grass area when possible.
IR-103	Automatic controller to be mounted in utility room or as determined by the Project Manager; see Architectural Plans.
IR-104	Weather Sensor to be located along parapet or as determined by the Project Manager; see Architectural Plans. Ensure Sensor is free from any obstructions.
IR-105	40 psi required per rotor station - 30 psi required per spray station - 30 psi required per drip station. All spray and rotor bodies to have PRS (In-stem pressure regulation system) as indicated in the legend. Flow adjustments can be made at the zone's valve to compensate for this difference in PSI.
IR-106	Pressure regulator required if static water pressure at point of connection for site is greater than 80 psi.
IR-107	4" - 6" SCH 40 PVC sleeves are to be located as shown on plans. Extend sleeve 18" beyond back of curb or pavement. Sleeves to be located and exposed by the General Contractor prior to start of the irrigation installation. Racetrac will reject all other locations.
IR-108	All shrub beds are to be irrigated using dripline, 6" pop-up height for turf zone rotors and sprays. Rotor nozzle size as indicated on the irrigation plan.
IR-109	All pipes, automatic valves, backflow preventer, manual valve and meter to be located within property lines unless otherwise shown. Pipes, valves, etc. shown in county,city,state R.O.W may require maintenance agreement or indemnity agreement.
IR-110	Irrigation meter and backflow preventer to be provided by the General Contractor.
IR-111	Backflow preventer to be as per local code.
IR-112	Mainline & all Lateral lines are to be located a minimum of 3' off back of curb/sidewalk. Any sprays or rotors located in this area are to be connected using a flexible swing pipe.
IR-113	All mainlines to have a minimum of 18" cover (class 200 PVC pipe). and all lateral piping shall be buried to a minimum depth of 12" cover.
IR-114	All laterals and sub-main pipe to have a minimum of 12" (class 200 PVC pipe).
IR-115	No rocks, boulders, or other extraneous materials to be used in backfilling trenches.
IR-116	All threaded joints to be coated with Teflon Tape or Liquid Teflon.
IR-117	All lines to be thoroughly flushed before installation of sprinkler heads.
IR-118	Must use products specified on this drawing, unless otherwise approved by the Landscape Architect.
IR-119	Irrigation Contractor shall provide an As-Built drawing to the Landscape Architect.
IR-120	Irrigation Contractor to field verify that installed irrigation system provides 100% coverage upon completion of installation. If system does not provide 100% coverage the Irrigation Contractor shall revise system to provide 100% coverage prior to Certificate of Occupancy.
IR-121	All pipe, valves, drip, spray heads, rotors, controllers, and weather sensors are to be installed as per RainBird specifications.
IR-122	Water source to building shall be a 1.5" PVC with 1" or 1.5" meter. Mainline to be 1.5".
IR-123	Refer to landscape plans when trenching to avoid tree and shurb locations.
IR-124	Trench shall be approved prior to back fill by the Owners Representive or the Landscape Architect.
IR-125	Contractor shall perform pressure and volume test on irrigation water source over a continuous 24 hour period prior to the commencement of any construction work. Should the available supply not be adequate to meet the demands of the irrigation system as designed the contractor shall contact the landscape architect prior to construction for design modification.
IR-126	Each irrigation zone shall be programmed to provide 1" of water per week to the landscape. The run times and watering days for irrigation system shall be in compliance with the water management districts guidelines and water restrictions.
IR-127	Control wire shall be 14-1 UF direct burial, colored red for control wires and white for common wires. No cross connection between controllers shall be allowed. Wire splices shall be made only in valve boxes using Rainbird 'Snap-Tite' connectors.
IR-128	Electrical service to all equipment shall be provided to a junction box at the equipment location. (By others, not a part of this contract) The irrigation contractor shall be responsible for the final connection from the junction box to all equipment.
IR-129	Do not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owners' authorized representative. In the event this notification is not preformed, the irrigation contractor shall assume full responsibility for any revisions.
IR-130	All sprinkler equipment not otherwise detailed or specified sahll be installed as per manufacturer's recommendations and specifications.
IR-131	All work shall be guaranteed for one year from the date of final acceptance against all defects in equipment nd workmanship.
IR-132	The contractor shall complete all work in accordancewith all prevailing laws, codes and regulations.
IR-133	Pipe Sizes sall conform to those shown on drawings. The smallest lateral pipe size to a single spray or rotor head all be 3/4".

EXISTING IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	64	30
SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	9	30
Q T H TT TQ F	Rain Bird 1806-PRS 12 Series MPR Turf Spray 6" popup with pressure regulator.	4	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	41	30
4 6 8 10 12 15 18 1401 1402 1404 1408	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	2	30
	Rain Bird 1804-1400 Flood Flood Bubbler 4" popup	61	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
0.75	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	23	25	0.54	15'
1.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	2	25	0.77	20'
1.5	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	10	25	1.06	23'
2.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	1	25	1.40	27'
4.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	47	25	2.97	31'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	8
C	Rain Bird ESP8LXMEF-LXMM 8 Station Capable Commercial Controller. Mounted on a Powder-Coated Metal Cabinet. Flow Sensing and Water Management Capabilities.	1
RS	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
POC 2"	5 hp Pump and 4" Cased Well	1
	Irrigation Lateral Line: Polyethylene and PVC Class 160 Polyethylene SDR-7 up to 1-1/4, then PVC Class 160 SDR 26 for 1-1/2" and larger. Only lateral transition pipe sizes 3/4" and above are indicated on the plan, with all others being 1/2" in size.	7,025 l.f.
	Irrigation Mainline: Polyethylene and PVC Class 200	1,307 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	712.6 l.f.

Valve Cabot — Valve Number, Valve Flow, Valve Size

NOTE:
CONTRACTOR TO ENSURE THAT UPON COMPLETION, ALL PROPOSED ZONES TIE INTO EXISTING SYSTEM AND THAT ALL ZONES FUNCTION AND WATER EXISTING AND PROPOSED LANDSCAPE AND SOD AREAS THOROUGHLY.

SITE MODIFICATIONS PRIOR & DURING CONSTRUCTION MAY CAUSE FIELD ADJUSTMENTS TO BE MADE WITH APPROVAL BY OWNER, & LANDSCAPE ARCHITECT. ANY SUCH ADJUSTMENTS SHALL NOT BIND THE OWNER TO THE APPROVED PLANS AS SITE ADJUSTMENTS MAY CONSTITUTE DESIGN AND MATERIAL MODIFICATIONS.

REFER TO IRRIGATION SHEET L2.10 FOR PROPOSED IRRIGATION AND VALVE SCHEDULES.

EXISTING VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	WIRE	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	1-1/2"	Shrub Rotor	54.68	26	262.5	25	2.74	3.94	31.67	34.73	0.45 in/h
2	Rain Bird PEB	1-1/2"	Turf Spray	62.74	37	273.9	30	3.32	4.52	37.83	41.69	1.21 in/h
3	Rain Bird PEB	1-1/2"	Bubbler	6.00	32	155.7	40	4.48	3.90	48.38	48.43	7.66 in/h
4	Rain Bird PEB	1-1/2"	Turf Spray	57.08	41	91.9	30	3.37	4.11	37.47	38.33	1.42 in/h
5	Rain Bird PEB	1-1/2"	Shrub Rotor	52.18	22	111.3	25	2.97	3.76	31.72	32.25	0.53 in/h
6	Rain Bird PEB	1-1/2"	Turf Spray	68.33	35	237.0	30	3.43	4.92	38.35	41.24	0.31 in/h
7	Rain Bird PEB	1-1/2"	Shrub Rotor	59.64	42	617.2	25	2.75	4.29	32.05	40.42	0.29 in/h
8	Rain Bird PEB	1-1/2"	Bubbler	7.25	29	658.9	40	3.99	3.90	47.89	48.08	7.66 in/h
	Common Wire					1,307						

EXISTING WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PEB	Shrub Rotor	0.45 in/h	1	134	7,327	
2	Rain Bird PEB	Turf Spray	1.21 in/h	1	50	3,137	
3	Rain Bird PEB	Bubbler	7.66 in/h	1	8	64	
4	Rain Bird PEB	Turf Spray	1.42 in/h	1	43	2,454	
5	Rain Bird PEB	Shrub Rotor	0.53 in/h	1	113	5,896	
6	Rain Bird PEB	Turf Spray	0.31 in/h	1	193	13,188	
7	Rain Bird PEB	Shrub Rotor	0.29 in/h	1	207	12,345	
8	Rain Bird PEB	Bubbler	7.66 in/h	1	8	58	
TOTALS:			756	44,470			

EXISTING CRITICAL ANALYSIS

Generated: 2017-10-13 12:37

P.O.C. NUMBER: 01
Water Source Information: 5 hp Pump and 4" Cased Well

FLOW AVAILABLE
Custom Max Flow: 70.00 gpm
Flow Available: 70.00 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 55.00 psi
Pressure Available:55.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 68.33 gpm
Flow Available at POC: 70.00 gpm
Residual Flow Available: 1.67 gpm

Critical Station: 3
Design Pressure: 40.00 psi
Friction Loss: 4.07 psi
Fittings Loss: 0.41 psi
Elevation Loss: 0.00 psi
Loss through Valve: 3.90 psi
Pressure Req. at Critical Station: 48.39 psi
Loss for Fittings: 0.00 psi
Loss for Main Line: 0.04 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 48.43 psi
Pressure Available:55.00 psi
Residual Pressure Available: 6.57 psi

PROPOSED IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
Q T H TQ F	Rain Bird 1806-PRS-NP 12 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal, Side and Bottom Inlet, 1/2" NPT Female Threaded Inlet, Pressure Regulating. With Non Potable Purple Cap.	14	30
Q T H TQ F	Rain Bird 1806-PRS-NP 15 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal, Side and Bottom Inlet, 1/2" NPT Female Threaded Inlet, Pressure Regulating. With Non Potable Purple Cap.	7	30
Q T H TQ F	Rain Bird 1812-SAM-NP 15 Series MPR Shrub Spray 12" Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet, With Seal-A-Matic Check Valve, and Non-Potable Purple Cap.	4	30
24 00 27	Rain Bird R-VAN24 RD-06-SAM-P45-NP Turf Rotary, 17'-24' 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1600 turf spray body on 6" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet. W/ Non-Potable Purple Cap.	21	35
1401 1402 1404 1408	Rain Bird 1800-1400 Flood 1401 Fixed flow rate (0.25-2.0GPM), full circle bubbler, 1/2\" FIPT.	16	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-150-PRB-COM High Flow Control Zone Kit, for Large Commercial Drip Zones. 1-1/2" PESB Valve with two 1" Pressure Regulating 40psi Quick-Check Basket Filters. Flow range: 15-40 GPM.	1
	Area to Receive Dripline Rain Bird XFD-06-12 XFD On-Surface Pressure Compensating Landscape Dripline, 0.6 GPH emitters at 12" O.C., Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern, UV Resistant. Specify XF insert fittings.	532.6 l.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PGA-PRS-D-NP-HAN Angle 1", 1-1/2", 2" Electric Remote Control Valve, Angle, With Purple Handle for Non-Potable Applications, and Pressure Regulator Module.	4
C	Rain Bird ESP12LXMEF-LXMM-LXMMPED 12 Station, Traditionally-Wired, Flow Smart (Module Included), Commercial Controller, Indoor/Outdoor, Plastic Wall-Mount Enclosure. Install in LXMM-LXMMPED Powder Coated, Metal Wall-Mounted Cabinet w/ Pedestal.	1
RS	Rain Bird WR2-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1
POC 2"	Point of Connection 2" 5 HP Pump & 4" Cased Well	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	2,697 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	1,585 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	135.9 l.f.

Valve Cabot — Valve Number, Valve Flow, Valve Size

PROPOSED VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
3	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Bubbler	32.00	101.6	37.24	38.76	6.81 in/h
4	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Shrub Spray	7.40	128.6	36.51	36.65	0.71 in/h
5	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Turf Spray	32.00	36.0	34.06	34.24	0.96 in/h
6	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Turf Rotary	27.12	550.1	42.45	46.88	0.31 in/h
9	Rain Bird XCZ-150-PRB-COM	1-1/2"	Area for Dripline	4.61	111.2	31.54	31.59	0.96 in/h
	Common Wire				1,585			

PROPOSED WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
3	Rain Bird PGA-PRS-D-NP-HAN Angle	Bubbler	6.81 in/h	1	9	288	144
4	Rain Bird PGA-PRS-D-NP-HAN Angle	Shrub Spray	0.71 in/h	1	85	629	314.5
5	Rain Bird PGA-PRS-D-NP-HAN Angle	Turf Spray	0.96 in/h	1	63	2,016	1,008
6	Rain Bird PGA-PRS-D-NP-HAN Angle	Turf Rotary	0.31 in/h	1	193	5,235	2,617
9	Rain Bird XCZ-150-PRB-COM	Area for Dripline	0.96 in/h	1	63	290.4	145.2
		TOTALS:			413	8,458	4,229

PROPOSED CRITICAL ANALYSIS

Generated: 2021-10-01 08:39

P.O.C. NUMBER: 01
Water Source Information: 5 HP Pump & 4" Cased Well

FLOW AVAILABLE
Point of Connection Size: 2"
Flow Available: 73.57 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 55.00 PSI
Pressure Available: 55.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 32.00 gpm
Flow Available at POC: 73.57 gpm
Residual Flow Available: 41.57 gpm

Critical Station: 6
Design Pressure: 35.00 psi
Friction Loss: 5.59 psi
Fittings Loss: 0.56 psi
Elevation Loss: 0.00 psi
Loss through Valve: 1.30 psi
Pressure Req. at Critical Station: 42.46 psi
Loss for Fittings: 0.40 psi
Loss for Main Line: 4.02 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 46.88 psi
Pressure Available: 55.00 psi
Residual Pressure Available: 8.12 psi

EXISTING ZONES 1, 2, 7, & 8 ARE TO REMAIN IN PLACE AND / OR BE CAPPED AS SHOWN ON THE IRRIGATION PLAN SHEET L2.11.

ALL PROPOSED ZONES TO BE RELOCATED AND RE-PIPED TO TIE INTO EXISTING SYSTEM IN PLACE.

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OCT 01 2021
Land Development Division

NO.	REVISIONS	BY	DATE

COREY J. MILLS
RLA# 6666831
DATE

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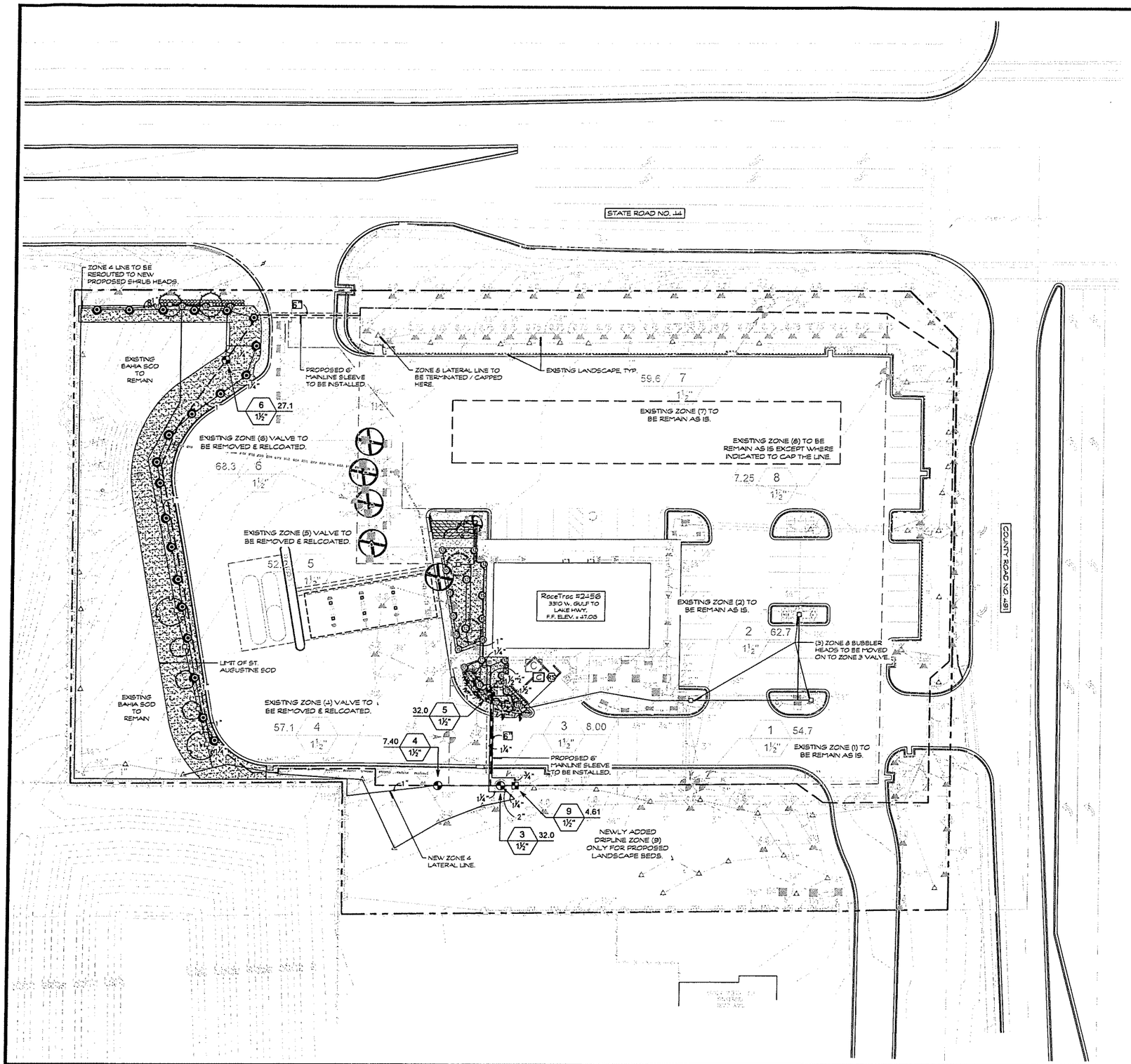
RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Irrigation Notes & Schedule
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	N/A
DRAWN BY	AP
PROJECT NUMBER:	024-037

L2.10 — SHEET NO. — VERSION

Attachment: Landscape submittal oct 1 2021 (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
Q T H TQ F	Rain Bird 1806-PRS-NP 12 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal, Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet. Pressure Regulating. With Non Potable Purple Cap.	14
Q T H TQ F	Rain Bird 1806-PRS-NP 15 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal, Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet. Pressure Regulating. With Non Potable Purple Cap.	7
Q T H TQ F	Rain Bird 1812-SAM-NP 15 Series MPR Shrub Spray 12" Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, and Non-Potable Purple Cap.	4
24Adv 34Y	Rain Bird R-VAN24 RD-06-SAM-P45-NP Turf Rotary, 17'-24' 45-270 degrees and 360 degrees, Hand Adjustable Multi-Stream Rotary w/RD1800 turf spray body on 6" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet. W/ Non-Potable Purple Cap.	21
1401 1402 1404 1408	Rain Bird 1800-1400 Flood 1401 Fixed flow rate (0.25-2.0GPM), full circle bubbler, 1/2\" FIPT.	16

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-150-PRB-COM High Flow Control Zone Kit, for Large Commercial Drip Zones, 1-1/2" PESB Valve with two 1" Pressure Regulating 40psi Quick-Check Basket Filters, Flow range: 15-40 GPM.	1
	Area to Receive Dripline Rain Bird XFD-06-12 XFD On-Surface Pressure Compensating Landscape Dripline, 0.6 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern, UV Resistant. Specify XF insert fittings.	532.6 l.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PGA-PRS-D-NP-HAN Angle 1", 1-1/2", 2" Electric Remote Control Valve, Angle. With Purple Handle for Non-Potable Applications, and Pressure Regulator Module.	4
C	Rain Bird ESP12LXMEF-LXMM-LXMMPED 12 Station, Traditionally-Wired, Flow Smart (Module Included), Commercial Controller. Indoor/Outdoor, Plastic Wall-Mount Enclosure. Install in LXMM-LXMMPED Powder Coated, Metal Wall-Mounted Cabinet w/ Pedestal.	1
RS	Rain Bird WR2-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1
POC	Point of Connection 1 1/2"	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	2,697 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	1,585 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	135.9 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

REFER TO IRRIGATION SHEET L2.10 FOR PROPOSED IRRIGATION AND VALVE SCHEDULES.

RECEIVED
DA-21-01
OCT 01 2021
Land Development Division

NORTH
0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE

COREY J. MILLS
FLA# 6666851
DATE

MILLS DESIGN GROUP
407.719.5455 // millsdg.com

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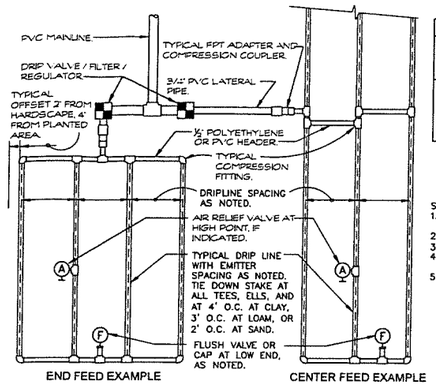
RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Irrigation Plan
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN BY	AP
PROJECT NUMBER:	024-037
SHEET NO.	L2.11

Attachment: Landscape submittal oct 1 2021 (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



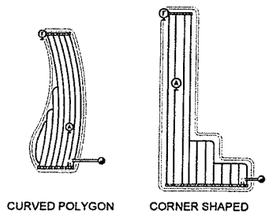
MAXIMUM LATERAL LENGTH (FEET)						
	EMITTER FLOW RATE GPH					
	12" SPACING		18" SPACING		24" SPACING	
PSI	0.6	0.9	0.6	0.9	0.6	0.9
10	125	96	175	135	218	171
20	249	191	350	171	442	340
30	307	236	434	333	550	422
40	350	268	495	380	627	171
50	125	96	175	135	218	171
60	125	96	175	135	218	171

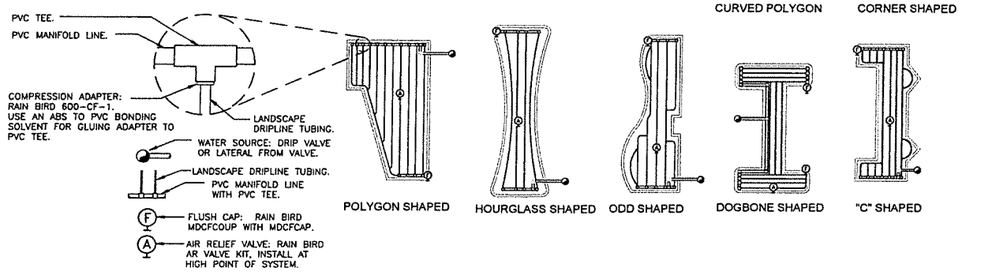
SLOPED CONDITION NOTE:
1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. NORMAL SPACING WITHIN THE TOP ⅔ OF SLOPE.
4. INSTALL DRIPLINE AT 25% GREATER SPACING AT THE BOTTOM ⅓ OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM ⅓ ON A SEPARATE VALVE.

GRID PRECIPITATION RATES (IN/HR)			
EMITTER SPACING	LATERAL SPACING	EMITTER FLOW RATE 0.6	0.9
12	12	0.96	1.44
18	18	0.69	1.03
24	24	0.28	0.41

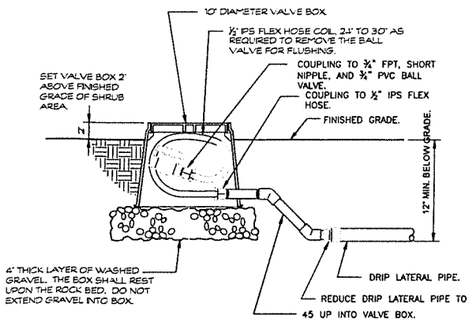
LATERAL FLOW PER 100 FT (GPM)			
EMITTER FLOW	12" SPACING	18" SPACING	24" SPACING
0.6 GPH	1.0 GPM	0.67 GPM	0.50 GPM
0.9 GPH	1.5 GPM	1.0 GPM	0.75 GPM

MAXIMUM FLOW PER ZONE		
	MAX GPM	PSI LOSS
SCHEDULE 40 PVC HEADER SIZE		
1/2"	4.7 GPM	7.7 PSI
3/4"	8.3 GPM	5.6 PSI
1"	13.5 GPM	4.2 PSI
1-1/2"	33.9 GPM	2.9 PSI
2"	52.4 GPM	1.9 PSI
POLY PIPE HEADER SIZE		
1/2"	4.7 GPM	8.8 PSI
3/4"	8.3 GPM	6.3 PSI
1"	13.5 GPM	4.8 PSI
1-1/2"	31.8 GPM	2.9 PSI
2"	52.4 GPM	2.2 PSI

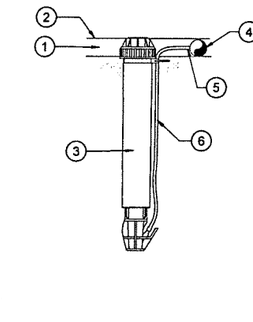




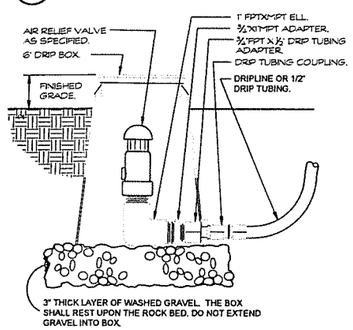
1 TYPICAL RAIN BIRD DRIPLINE REQUIREMENTS
NTS RT.D-IR-DRI-01



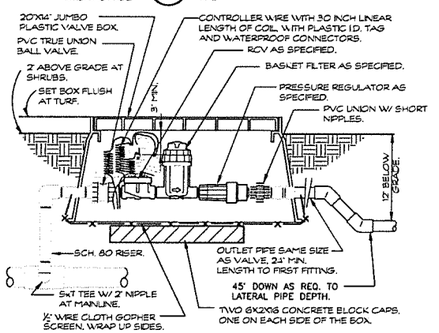
2 HARD PIPE TO FLUSH VALVE
NTS RT.D-IR-DRI-02



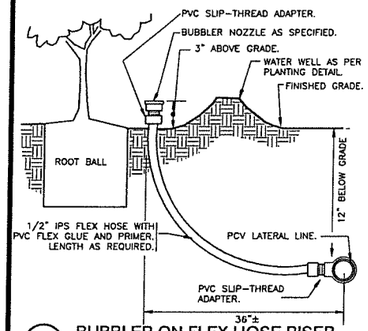
3 DRIPLINE OPERATION INDICATOR
NTS RT.D-IR-DRI-03



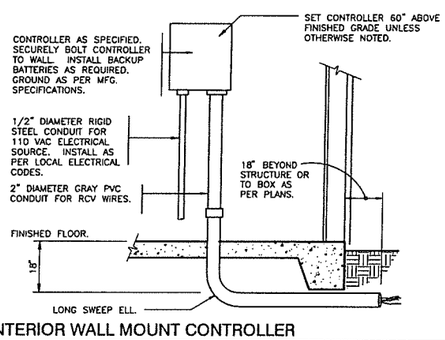
4 DRIP AIR RELIEF VALVE IN BOX
NTS RT.D-IR-DRI-04



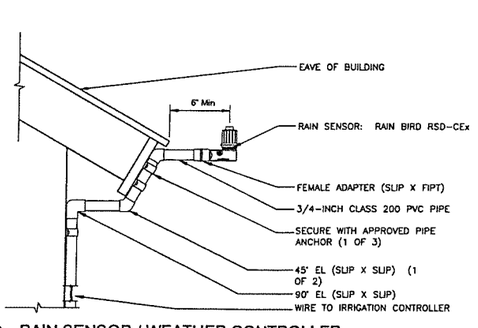
5 1" DRIP VALVE W/BASKET FILTER
NTS RT.D-IR-DRI-05



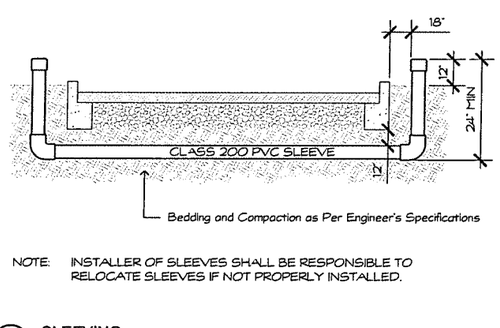
6 BUBBLER ON FLEX HOSE RISER
NTS RT.D-IR-DRI-20



7 INTERIOR WALL MOUNT CONTROLLER
1" = 1'-0" RT.D-IR-EQ-01

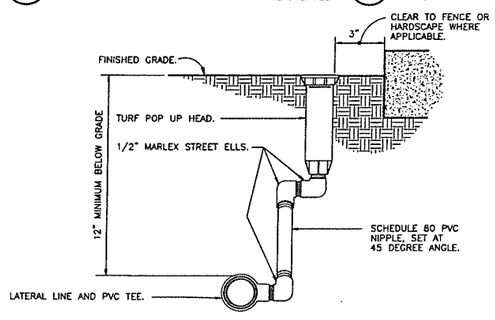


8 RAIN SENSOR / WEATHER CONTROLLER
NTS RT.D-IR-EQ-02

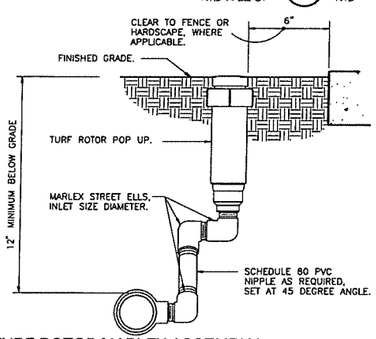


NOTE: INSTALLER OF SLEEVES SHALL BE RESPONSIBLE TO RELOCATE SLEEVES IF NOT PROPERLY INSTALLED.

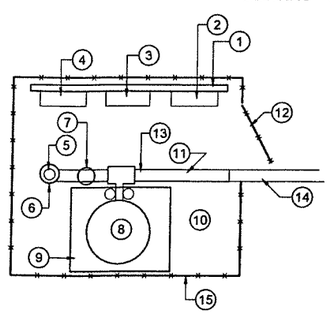
9 SLEEVING
NTS RT.D-IR-EQ-10



10 TURF SPRAY MARLEX ASSEMBLY
3" = 1'-0" RT.D-IR-IH-01



11 TURF ROTOR MARLEX ASSEMBLY
3" = 1'-0" RT.D-IR-IH-05



12 WELL
NTS RT.D-IR-WEL-01

RECEIVED
OCT 01 2021
Land Development Division

NO.	REVISIONS	BY	DATE

COREY J. MILLS
FLA# 666831
DATE

MILLS DESIGN GROUP
863.399.5435 // millsdg.com

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RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Irrigation Details
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	N/A
DRAWN BY	AP
PROJECT NUMBER:	024-037
SHEET NO.	L2.12

Attachment: Landscape submittal oct 1 2021 (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

CITRUS COUNTY FLORIDA

This First Amendment to Development Agreement (hereinafter referred to as the "~~Agreement~~First Amendment") is made and entered into as of the __ day of _____, 2021~~17~~, by and among Citrus County, Florida, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450 (hereinafter referred to as "County"), Gishorn, LLC, a Florida limited liability company whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059 (hereinafter referred to as "Owner") ~~Gishorn, LLC, a Florida limited liability company whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059 (hereinafter referred to as "Owner"),~~ and RaceTrac Petroleum, Inc., a Georgia corporation, whose mailing address is 3225 Cumberland Boulevard, Atlanta, Georgia 30339 (hereinafter referred to as "Developer") (hereinafter all of the above referred to as the "Parties").

RECITALS

WHEREAS, the Parties are parties to that certain Development Agreement dated April 11, 2017 and recorded among the Public Records of Citrus County, Florida at Official Records Book 2823, Pages 819-878 (the "Original Agreement"); and

WHEREAS, it is the function of the County to protect public and private property and to coordinate development within the County as provided by the laws of the State of Florida; and

WHEREAS, it is the function of the County to prevent the creation of health and safety hazards or conditions which result in a detriment to citizens; and

WHEREAS, this Agreement is authorized by Section 163.3220 et. seq., Florida Statutes, and Chapter 12, of the Citrus County Land Development Code, as they existed as of the Effective Date;

WHEREAS, the Citrus County Land Development Code Ordinance 2012-06, allows the execution of a Development Agreement to include agreed upon conditions, the timeline of construction, hours of operation, maintenance agreements, and reference of amenities and performance bonding for private and public improvements, as based upon County ordinances and development approval conditions outlined herein; and

WHEREAS, pursuant to the Original Agreement, the Developer ~~is desirous of~~ develop~~ed~~ing land within the county more particularly described in Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as the "Development Parcel") as a RaceTrac Neighborhood Market (the "Development") ;-and

WHEREAS, the Developer would like to request approval from the Board of County Commissioners of Citrus County (hereinafter the "BOCC") to add certain elements, including additional fueling positions, to the Development ~~construct a development known as a RaceTrac Neighborhood Market on the Development Parcel (hereinafter referred to as the "Development")~~ subject to the conditions outlined herein; and

WHEREAS, the Parties desire to amend the Original Agreement according to the terms and conditions as more particularly set forth herein;

WHEREAS, the Development as set forth herein is consistent with the Citrus County Comprehensive Plan and Citrus County Land Development Code; and

WHEREAS, this Agreement was presented to the BOCC at a duly noticed public hearing on _____, ~~2017~~ 2021, in accordance with the requirements of Florida law and codes and ordinances of Citrus County, Florida; and

WHEREAS, the Parties hereto desire to enter into this legally binding Agreement in reference to the aforesaid Development,

NOW, THEREFORE, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

1. **Recitals**. The foregoing recitals are true and correct and are expressly incorporated herein by reference.

2. **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement.

~~2.~~3. **Effective Date & Recording**. Pursuant to Section 163.3239, Florida Statutes, this Agreement shall be recorded by Owner with the Clerk of the Circuit Court of Citrus County within five (5) business days of the last party's execution. Owner shall pay the cost of recording. This Agreement will only become effective when it is properly recorded in the public records of the County (the "Effective Date").

Commented [JLC1]: Proposed for removal by applicant bu required pursuant to Fla Statute 163.3239.

~~3.~~4. **Agreement Term and Extensions**. Unless otherwise provided in this Agreement, this Agreement shall be valid for ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Parties, subject to a public hearing pursuant to Section 163.3225, Florida Statutes. Notwithstanding the foregoing, the rights, privileges, obligations and covenants of Developer and the County shall survive the completion of the work of Developer with respect to completing the transportation, storm water, potable water, reclaimed water and/or wastewater facilities and services to any phase area and to the Development Parcel as a whole.

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

4.5. **Owner Representations.** Owner represents that it is the current fee simple owner of the Development Parcel identified on Exhibit A and Developer is authorized to enter into this Agreement. Owner acquired its fee interest in the Development Parcel via the instruments attached hereto as Exhibit B.

5.6. **Developer Representations**. Developer represents that it has the right to enter into this Agreement. Developer further represents that, if approved, it intends to begin construction of the modifications to the Development as indicated in the conceptual site plan attached hereto as Exhibit C and made part hereof by reference (hereinafter referred to as the "Conceptual Site Plan") within approximately 6 months from the Effective Date and complete the Development within approximately 18 months from the Effective Date. Notwithstanding anything to the contrary, the maximum intensity of development on the Development Parcel shall not exceed 8,000 square feet with respect to the convenience store building together with the other improvements set forth on the Conceptual Site Plan. (This total does not include canopy areas).

Commented [JLC2]: Proposed for deletion by applicant but building intensity is required by statute. Current bldg. is less than 7,000 SF (not including canopy areas).

6.7. **Agreement Precedence.** The Parties agree, and all other future third parties are hereby put on notice that the rights of the County, the development limitations and all other matters affecting the Development, pursuant to the covenants of this Agreement, are in all ways superior in right, title, and interest to any subsequent mortgage, mechanics lien, or lien of any other type or other legal or equitable interest, and that the rights of the County as contained herein and the development limitations or permissions contained herein or conferred, while not creating a lien on the Development Parcel, shall not be in any way subject to foreclosure or elimination due to subsequent event or the rights of third parties which are not otherwise expressly set forth herein. The rights outlined herein shall run with the land unless terminated as provided in this Agreement.

Commented [JLC3]: Proposed for deletion by applicant. This is part of existing Agreement and should remain.

8. **Fees.** For all new development authorized by this Agreement all applicable impact fees, development review fees, building permit fees, and all other fees of any type shall be paid by the Developer in accordance with the County Fee Schedule and in such amount applicable as they become due and payable except as is otherwise specifically provided herein.

9. **Ratification.** The Original Agreement remains in full force and effect except as expressly modified by this First Amendment and is ratified and confirmed. If there is a conflict between the terms of the Original Agreement and this First Amendment, the terms of this First Amendment shall control.

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

10 **Multiple Counterparts; Electronic Signatures**. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this First Amendment may be executed by electronic signatures and may be delivered electronically by any party to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

11. **Equitable Estoppel and Vested Rights Option**. The Parties agree that the County's willingness to enter into this Agreement, the staff approval or recommendation relative to the proposed Development, land use plan designations, the passage of ordinances attempting to modify the land use designations, submittals to or before the BOCC, and any other act in furtherance of this Agreement by the County, including negotiations leading up to the execution of this Agreement, shall not be used by Owner, Developer, or their respective successors in interest in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to the approval of such proposed Development in the event that this Agreement does not take effect in all material respects. The Parties further agree that any and all actions by the County, Owner or Developer or their representatives in negotiation of this Agreement, including all efforts in the implementation of this Agreement or submittals to other governmental bodies, shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel. In the event that it is not possible to implement this Agreement fully, the Parties' legal positions will be identical to the legal positions that they would have maintained if the proposed Development of the Development Parcel had never been discussed among them, unless otherwise specifically identified in this Agreement. Notwithstanding the foregoing, it is recognized between the Parties that at the end of the term of this Agreement, the Owner and/or Developer may proceed through a vested rights determination as provided by the County Code in effect at the time of such vested rights application.

Commented [JLC4]: Proposed for deletion by applicant b was in original agreement and should remain.

12. **Required Permits**.

9.1 12.1 Local development permits and/or orders which will need to be approved and issued include, but are not limited to, any final local development order authorizing construction under the concurrency provisions of the County's comprehensive plan.

9.2 12.2 All government approvals and permits for the Development Parcel shall be obtained by the Developer at the Developer's sole cost. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government, Florida Department of Environmental Protection, Florida Department of Transportation and the Southwest Florida Water Management District.

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

~~9.3~~12.3 In the event any approvals necessary for the Development are not received, action and reliance on this Agreement and expenditures in pursuant of its terms and of any right accruing to the Owner and/or Developer shall not vest any development rights in said parties, or their successors or assigns, nor shall it constitute partial performance entitling said parties to a continuation of this Agreement.

~~9.4~~ 12.4 Developer shall, prior to the start of any site preparation activity, at the Development Parcel, including, clearing, grubbing, grading, etc., obtain from the County all applicable permits in accordance with the requirements of all pertinent County ordinances.

~~9.5~~ 12.5 ——All Parties specifically agree that any permits issued in accordance with appropriate County ordinances, shall automatically be revoked by the County if the Developer, its contractors or subcontractors or builders fail to comply with any portion of this Agreement, after the County provides written notification to the Developer and the Developer is provided a minimum of fourteen (14) days to remedy the situation, but fails to do so. Exception shall be made for erosion control and dust control where the Developer shall be required to immediately correct the violation.

Commented [JLC5]: Proposed for deletion by application but was in original agreement and should remain.

~~10~~ 13. **Terms**. Developer intends to develop the Development Parcel consistent with what is indicated on the Conceptual Site Plan. The Developer shall comply with additional conditions, terms, restrictions, and/or other requirements as may be reasonably approved by the County when determined necessary for the public health, safety or welfare of its citizens as it applies to land development standards for such components as utilities (drainage, water, and sewer), signs, transportation facilities/access, landscaping/buffering, and other Land Development Code design standards, including but not limited to the Special Conditions outlined in Exhibit D attached hereto and made part hereof by reference (hereinafter referred to as the "Special Conditions"). To the extent terms outlined in the Special Conditions are inconsistent with the terms outlined in other portions of this Agreement, the terms outlined in the Special Conditions shall take precedence.

Commented [JLC6]: Proposed for deletion by applicant but was in original agreement and should remain. Applicant is requesting specific conditions with site (Exhibit D).

~~11.~~ 14 **Disclosure Responsibility**. Owner assumes responsibility for disclosure of the conditions, terms, restrictions, and/or other requirements to subsequent tenants or purchasers of the Development Parcel. The County reserves its enforcement rights granted whether or not subsequent ownership or lessees have "actual" or constructive knowledge of this Agreement or any potential violations hereunder.

Commented [JLC7]: Proposed for deletion by applicant but was in original agreement and should remain.

~~12.~~ 15 **Requirements During Construction**.

~~12.1~~ 15.1 All erosion and sedimentation controls shall be installed and maintained in accordance with an approved plan and report by a Department of Environmental Protection Permit prior to any other construction activity occurring at the Development.

~~12.2~~ 15.2 For construction activities performed by the Developer pursuant to this Agreement, the Developer is also responsible for ensuring that water and wastewater service at the Development Parcel, and any off-site areas affected by Developer's activities, remains active without interruption to existing utility customers. If interruption of utility service is necessary, the Developer must obtain written authorization from the County.

Commented [JLC8]: Proposed for deletion by application but was in original agreement and should remain per Engineering Div.

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

~~12.3~~ 15.3 During construction activities performed by the Developer pursuant to this Agreement, the Developer shall police the construction area daily, keeping the site safe and free and clear of all rubbish, refuse, brush, debris, and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the County until such time as the accumulated matter is removed from the site by the Developer provided that the County, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, and debris shall be in accordance with County ordinances and shall require a separate permit.

Commented [JLC9]: Proposed for deletion by applicant b was in original agreement and should remain.

~~12.4~~ 15.4 Throughout the time that the Development is being constructed, the Developer shall maintain all storm water detention and best management practices as required by County ordinances.

~~12.5~~ 15.5 During the construction of any and all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard.

~~12.6~~ 15.6 Unless otherwise exempted pursuant to the County ordinances, the Developer shall not erect nor permit any agent of the Developer to erect any sign related to the Development unless first obtaining a sign permit from the County.

Commented [JLC10]: Proposed for deletion but was in or agreement and should remain.

~~13~~ 16.. **Inspections.** All Parties to this Agreement give specific permission for the County, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency the County deems appropriate in order to insure construction in accordance with approved specifications. The Developer shall notify the County twenty four (24) hours prior to the following activities: excavating, embankment construction, detention pond construction, installation of storm sewers, under drain, subgrade, base course, binder course, wearing course, and commencement of seeding.

Commented [JLC11]: Proposed for deletion by applicatio was in original agreement and should remain per Engineering

~~14~~ 17. **Insurance.** The Developer shall cause its contractors and/or subcontractors to obtain and maintain liability and other commercially reasonable insurance coverage customarily maintained in similar developments, in amounts required by the County to furnish certificates of insurance to the County, whenever contractors are installing improvements located on existing public road rights-of-way and as may otherwise by required by the County.

Commented [JLC12]: Proposed for deletion by applicatio was in original agreement and should remain per Engineering

~~15.~~ 18. **Transfer.** It is specifically understood by all Parties that this Agreement is binding upon all Parties, their successors and assigns. This Agreement shall constitute a covenant running with the land and shall be recorded in the Public Records of the County as provided herein.

Commented [JLC13]: Proposed for removal by applicant was in original agreement and should remain.

~~16.~~ 19. **Entire Agreement, Amendments, Applicable Law & Venue.** This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect among the Parties, made with respect to the matters herein contained, and when duly executed,

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

constitutes the agreement among the Parties. No additions, alterations, variations or waivers to this Agreement shall be made except by written agreement executed with the same formality of this Agreement and shall be governed by the process set forth in Section 163.3225, Florida Statutes, and the public hearing process set forth in Chapter 12 of the Land Development Code. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County. Citrus County, Florida shall be the venue for any legal proceeding pertaining to the subject matter of this Agreement.

Commented [JLC14]: Proposed for removal by applicant but was in original agreement and should remain.

~~17~~ 20. **Notices.** Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by any party shall be in writing, hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested or by FedEx or other nationally recognized overnight courier. Such written notice shall be addressed as follows:

County: Citrus County
Attn: County Administrator
110 N. Apopka Avenue
Inverness, FL 34450

Copy to: Citrus County
Attn: County Attorney
110 N. Apopka Avenue
Inverness, FL 34450

Owner: Gishorn, LLC
Attn: Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

Copy to: Sitko Bruno LLC
Attention: Judy A. Bruno, Esq.
2740 Smallman St.
Suite 300
Pittsburgh, PA 15222

Developer: RaceTrac Petroleum, Inc.
Attn: Philip F. West, Esq.
3225 Cumberland Boulevard
Atlanta, GA 30339

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Any party may, by subsequent written notice, designate a different address or party for receiving notice.

Commented [JLC15]: Proposed for removal by applicant but was in original agreement and should remain.

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

~~18~~ 21. ~~Disclaimers~~ **Disclaimers & Limitations on Liability**. The Parties deem each other to be independent contractors, and not agents of the other.

Commented [JLC16]: Proposed for removal by applicant b was in original agreement and should remain.

~~19~~ 22. ~~Indemnity~~ **Indemnity**.

(a) Developer shall indemnify completely, defend and save harmless the County, its elected officers and Commission Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of the Developer, its respective agents, employees, servants, licensees, invitees or contractors or by any person under the control or direction of Developer in connection with the Development, and shall indemnify the County as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by the Developer of any covenant, condition, agreement or provision contained in this Agreement.

(b) Owner shall indemnify completely, defend and save harmless the County, its elected officers and Commissioner Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise or be related to the gross negligence or willful misrepresentation of Owner.

(c) To the extent allowed by State law, including but not limited to Chapter 768, Florida Statutes, County agrees to hold Owner and Developer harmless from negligent acts or commissions of County, its officers, employees, or agents arising out of their activities related to this Agreement. Nothing contained herein shall be constructed as a waiver by the County of its rights to sovereign immunity under Section 768.28, Florida Statutes, nor shall entering into this Agreement by construed as a waiver of the sovereign immunity limits established by State law.

(d) The aforesaid indemnities shall survive the completion of the Development and the termination of this Agreement.

Commented [JLC17]: Proposed for removal by applicant b was in original agreement and should remain.

~~20~~ 23. ~~Force Majeure~~ **Force Majeure**. No party shall be liable or responsible to any other party by reason of the failure or inability of such party to take any action it is required to take or to comply with the requirements imposed hereby (or any injury to another party or by those claiming by or through such other party), which failure inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean Acts of God; strikes; lock-outs or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics, breakdown of or damage to machinery, road systems, drainage or flood control systems, traffic control devices, pumps or pump lines; landslides; earthquakes; fires; storms (including but not limited to hurricanes); floods or washouts; arrests, title disputes or other litigation; governmental restraints of any nature whether Federal,

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

State, County, Municipal or otherwise, whether civil or military; civil disturbances; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether Federal, State, County, Municipal or otherwise, whether civil or military; or by other causes, whether or not the same kind as enumerated herein, not within the sole control of the party claiming force majeure and which by exercise of due diligence such claiming party is unable to overcome.

~~21~~ 24. **Disclaimer of Third Party Beneficiaries**. This Agreement is solely for the benefit and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of any action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

~~22~~ 25. **Disclaimer of Security**. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges that it has no pledge or lien upon any real property (including, specifically, the County's transportation or utility systems), any personal property, or any existing or future revenue source of the County (including, specifically, any revenue or rates, fees, or charges collected by the County in connection with any County system) as security for any amounts of money payable by the County under this Agreement.

~~23~~ 26. **Enforcement**. As provided by Section 163.3243, Florida Statutes, any party to this Agreement may file an action for injunctive relief to enforce the terms of this Agreement.

~~24~~ 27. **Severability**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

~~25~~ 28. **Authority to Execute Agreement**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

~~26~~ 29. **Time**. Time is the essence for each and every term of this Agreement.

~~27~~ 30. **Counterparts & Captions**. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

~~28~~ 31. **Waivers & Extensions**. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

Commented [JLC18]: Proposed for removal by applicant but was in original agreement and should remain.

Commented [JLC19]: Proposed for removal by applicant but was in original agreement and should remain.

Commented [JLC20]: Proposed for deletion by application but was in original agreement and should remain per Engineering Div.

Commented [JLC21]: Proposed for removal by applicant but was in original agreement and should remain.

Commented [JLC22]: Proposed for removal by applicant but was in original agreement and should remain.

Commented [JLC23]: Proposed for removal by applicant but was in original agreement and should remain.

Commented [JLC24]: Proposed for removal by applicant but was in original agreement and should remain.

Commented [JLC25]: Proposed for removal by applicant but was in original agreement and should remain.

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Commented [JLC26]: Proposed for removal by applicant but was in original agreement and should remain.

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

~~29~~ 32. **Construction**. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders.

Formatted: Strikethrough

Commented [JLC27]: Proposed for removal by applicant b was in original agreement and should remain.

[Signatures appear on the following pages]

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

IN WITNESS WHEREOF, the Parties, having read, understood and freely agreed to the conditions herein, and being duly authorized and intending to be legally bound hereby, and to legally bind the successors, assigns, grantees, agents and officers of the parties, do hereby seal and deliver this ~~Agreement~~ First Amendment on the day set forth below.

Signed and sealed this __ day of _____, 2021~~17~~.

"COUNTY"

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Scott Carnahan, Chairman

ATTEST:

_____
Angela Vick, County Clerk

Approved as to Form:

_____
Denise A. Dymond Lyn, County Attorney

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021~~17~~, by _____, who is known to me __ or produced ___ as identification as Chairman of Citrus County, Florida, a political subdivision of the State of Florida, on behalf of Citrus County.

_____
Notary Public
State of Florida at Large

My Commission Expires:

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

"OWNER"

Witnesses:

GISHORN, LLC, a Florida limited liability company

_____
Printed Name:_____

By: _____
Name:_____
Title:_____

_____
Printed Name:_____

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, ~~2017,~~ 2021, by_____, as _____ _____ of Gishorn, LLC, a Florida limited liability company, who is known to me ___ or who produced _____ as identification and who did ____ or did not ____ take an oath

_____
Notary Public

My Commission Expires:

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

"DEVELOPER"

Witnesses:

RACETRAC PETROLEUM, INC.,
a Georgia corporation

_____
Printed Name:_____

By: _____
Name:_____
Title:_____

_____
Printed Name:_____

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, 2021~~17~~, by_____, as _____ of RaceTrac Petroleum Inc., a Georgia corporation, who is known to me ___ or who produced _____ as identification and who did ____ or did not ____ take an oath

_____
Notary Public

My Commission Expires:

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

EXHIBIT LIST

EXHIBIT A	Development Parcel Legal Description & Sketch
EXHIBIT B	Owner's Deed
EXHIBIT C	Conceptual Site Plan
EXHIBIT D	Special Conditions
EXHIBIT E-1	County's Cost Estimate Right Turn Lane and Modify County Road 491 Driveway
EXHIBIT E-2	County Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond
EXHIBIT F	Developer's Landscape/Buffering Plan
EXHIBIT G	Developer's Signage Plan
EXHIBIT H	Gishorn Agreement

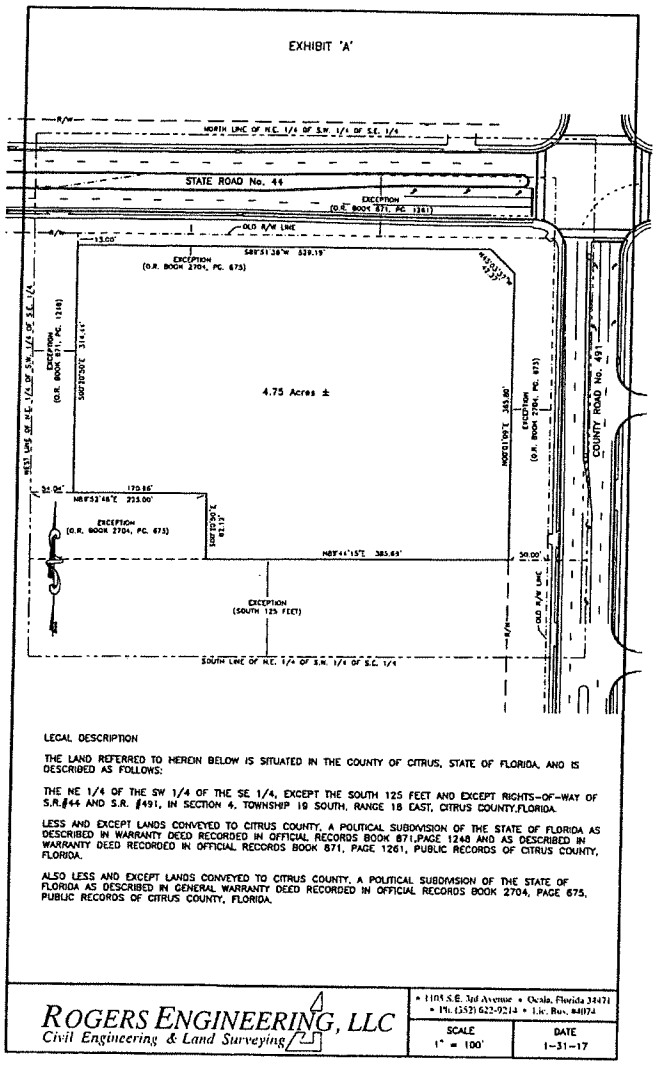
Commented [JLC28]: Proposed for removal by applicant b was in original agreement and should remain.

Commented [JLC29]: Proposed for removal by applicant b was in original agreement and should remain. This will allow sp conditions as requested (some previously approved).

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "A"
Sketch and Description of the Development Parcel

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CITRUS, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4, EXCEPT THE SOUTH 125 FEET AND EXCEPT RIGHTS-OF-WAY OF S.R.#44 AND S.R. #491, IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY,FLORIDA.

LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871,PAGE 1248 AND AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871, PAGE 1261, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2704, PAGE 675, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
• 1104 S.E. 3rd Avenue • Ocala, Florida 34471
• PH: (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
1" = 100'	1-31-17

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "B"
Owner's Deed

Commented [JLC30]: Proposed for removal by applicant but was in original agreement and should remain.

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 835 4/19/2017 7:52 AM 17 Receipt: 2017015992
RECORDING $511.50

2011043435 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $35.50
DOCUMENTARY TAX: $0.70
I 2011043435 BK:2445 PG:315
10/25/2011 12:00 PM 4 PGS
JCARROLL ,DC Receipt #038186

PIN #: 18190423110

Prepared by and return to:
Judy A. Bruno, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 11th day of October, 2011 by:

Mark Gissendaner, an individual, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, and **Kim Ann Kloecker**, an individual, with an address at 2118 Strong Road, Waterford, Pennsylvania 16441

hereinafter collectively called the Grantor, to:

GISCHORN, LLC, a Florida limited liability company, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059

hereinafter called the Grantee.

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and No/100ths ($10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Citrus, State of Florida (the "Property"), to wit:

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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N.E. ¼ of S.W. ¼ of S.E. ¼ except S. 125 feet and except right-of-way of S.R. #44/491, Section 4, Township 19 South, Range 18 East, a/k/a S.W. Corner S.R. 44 & 491, Lecanto, Florida.

Less the following Parcel for State Road No. 44 as conveyed by Warranty Deed (Book 871, page 1248):

STATE ROAD NO. 44 – PARCEL 1051

Commence at the NW Corner of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida, thence S. 0° 38' 32" E. along the West line of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, a distance of 125.69 feet to the POINT OF BEGINNING, thence continue S. 0° 38' 32" E. along said line a distance of 330.00 feet, thence N. 89° 35' 06" e. 54.04 feet, thence N. 0° 38' 32" W. 330.00 feet, thence S. 89° 35' 06" W. 54.04 feet to the Point of Beginning.

Commonly known as: 00810 S Lecanto, Lecanto, FL

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

UNDER AND SUBJECT TO all easements, rights-of-way, restrictions, leases, matters and conditions appearing in prior instruments of record and all easements, rights-of-way, restrictions, leases, matters and conditions to which Grantor's title is subject.

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

AND the Grantor hereby covenants with the 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 this land; that the Grantor hereby specially warrants the title to the land, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is from individuals to a limited liability company, which limited liability company is comprised solely of the individuals as members, and is therefore subject to the minimum amount of transfer tax of $0.70.

The individuals that comprise the Grantor do hereby state that the property conveyed is not the residence of either individual.

[signature lines on next page]

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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RECORDING $511.50

IN WITNESS WHEREOF, the Grantor has executed this document as of this 11 day of Oct., 2011.

WITNESS:

Print Name: Glenn A Hatfield

MARK GISSENDANER, an individual

Print Name: Kathleen Bayliss

KIM ANN KLOECKER, an individual

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARK GISSENDANER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 11 day of Oct, 2011.

My commission expires:

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Alice McCafferty, Notary Public
Richland Twp., Allegheny County
My Commission Expires Dec. 27, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Erie)

BEFORE ME, a Notary Public in and for said county and state, personally appeared KIM ANN KLOECKER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 17th day of October, 2011.

My commission expires:

Notary Public

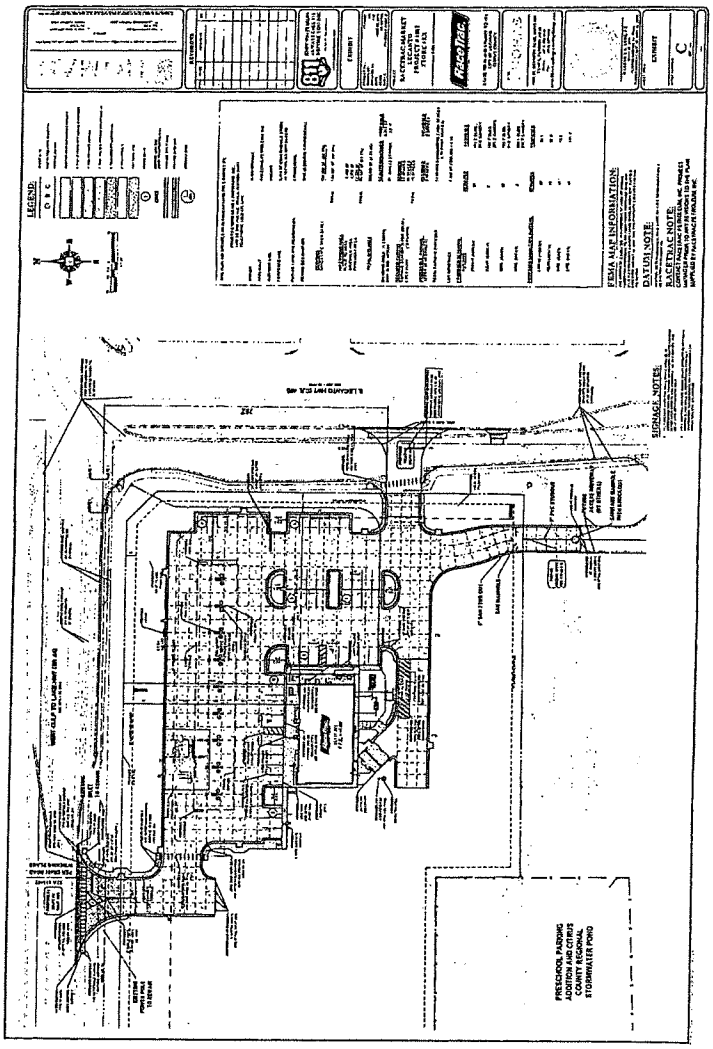
NOTARIAL SEAL
J KEVIN MAJEWSKI
Notary Public
WATERFORD TWP., ERIE COUNTY
My Commission Expires Jun 15, 2014

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

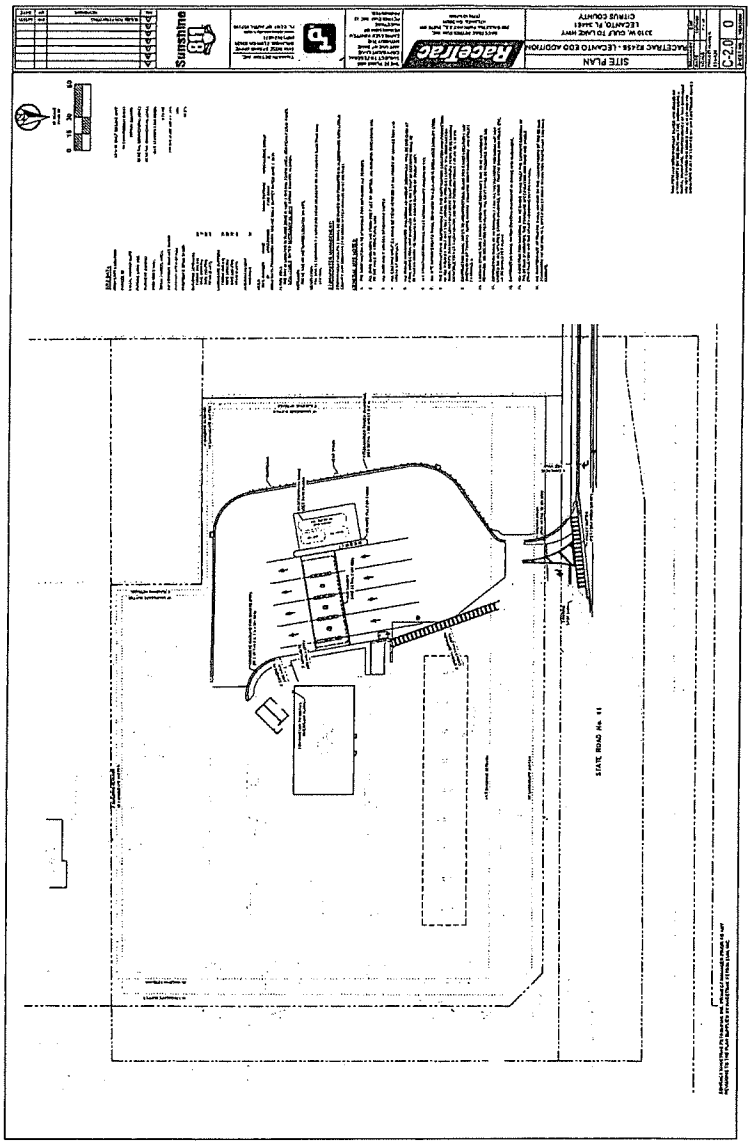
Exhibit "C"
Conceptual Site Plan

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50



Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac



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Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

EXHIBIT D

Special Conditions

Overview:

The Development Parcel is located at the southwest corner of the intersection of CR 491 and SR 44. ~~The County is planning to undertake the construction of certain improvements to CR 491 (the "CR 491 Improvements") which will include an interconnected cross access drive along the west side of CR 491 from the south property line of the Development Parcel to a point adjacent to the west extension of West Laurel Street.~~

To comply with access management standards (County driveway/intersection separation requirements), improve safety and mobility, relieve congestion at the intersection arising from the Development Parcel and to accommodate the Developer's desire to have a left tum out onto CR 491 northbound, it is necessary for traffic to enter CR 491 to the south of the Owner's parcel. This will require cross access and construction of improvements. The cross access drive and improvements ~~are to be~~ were completed with the widening of CR 491, or as contemplated herein, in front of the adjacent parcel owned by Adjacent Owner A-1 Yards & Sweeping. Adjacent Owner A-1 Yards & Sweeping operate a daycare facility on the site that caters to developmentally disabled children as well as other children. ~~At present, s~~School buses had to stop on CR 491 to load and unload children which create~~d~~s an ever more hazardous condition as traffic flows increase with time. Bus loading and off-loading is therefore preferred off the CR 491 right-of-way.

Drainage retention located entirely on the Development site ~~will~~ was anticipated to diminish the useful area of the site and ~~if~~ bus loading and unloading ~~are moved~~ off CR 491 onto the Adjacent Owner A-1 Yards & Sweeping site meant that, drainage retention ~~will be~~ was required for these improvements. Additionally, drainage retention ~~will be~~ was required for the County's road widening improvements at the south side of SR 44 on CR 491. It is preferable to accomplish all drainage retention at a single regional site rather than individual drainage retention areas scattered across all parcels.

A regional drainage retention area (RDRA) site has already been acquired by the County and construction of the RDRA is permitted by the Southwest Florida Water Management District (SWFWMD) and is to be completed in conjunction with the CR 491 improvements, or as contemplated herein. Said RDRA is indicated in Citrus County Regional Stormwater Pond and Preschool parking Addition plans and in the Developer's Conceptual Site plan, Exhibit C.

After construction of the RDRA, the County will own, operate and maintain the facility thereafter as part of its storm water utility, which will require proportional reimbursement of annual maintenance costs to the County The RDRA can accept drainage in accordance with the County's Southwest Florida Water Management District permit from the Development Parcel, the A-1 Yards & Sweeping parcel, Gaudette parcel as well as the expanded CR 491 roadway. Based on 70% impervious surface area, the Development Parcel is able to discharge up to 3.6 Acre-Feet of storm water; which is 40.49% (the Development Parcels proportional share) of the County's RDRA total volume. As the RDRA will be owned and perpetually maintained by the County as a part of its storm water utility network in accordance with the County's SWFWMD permit; and as the Development Parcel contributes storm water runoff to the RDRA, the OWNER

Commented [JLC31]: Entire exhibit proposed for deletion, but many components need to remain for existing and proposed development.

Commented [JLC32]: Proposed for deletion by applicant but should remain.

Commented [JLC33]: Proposed for deletion by applicant but should remain.

will be required to reimburse the COUNTY their proportional share (40.49%) of the RDRA's annual maintenance cost. The proportional share of the annual maintenance cost will be assessed and invoiced to the OWNER in the beginning of each calendar year for the previous year's costs associated with the RDRA. However, said proportional maintenance costs shall not be attributed or invoiced to the OWNER until the January after the Certificate of Occupancy is issued to the Development. The County, in accordance with its SWFWMD permit will finalize the certification and permit close out process for the RDRA.

Commented [JLC34]: Proposed for deletion by applicant b should remain.

Staff recommends and the Parties agree to the following conditions:

Commented [JLC35]: While much of this construction has been completed, the specific criteria and maintenance languag should remain.

1. At its sole expense, the County agrees to construct the right turn lane on CR 491 to the Development Parcel and to modify the CR 491 driveway into the Development Parcel in the location depicted on the Conceptual Site Plan (i.e., removing the temporary driveway and reconstructing it in the new location). A cost estimate for such improvements is set forth on Exhibit E-1 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). The County also agrees to relocate, at its sole expense, a 12" water line located on CR 491 as part of the CR 491 improvements.

2. The Developer agrees to construct a portion of County RDRA pursuant to the fully permitted plans approved by the County Engineering Department for such improvements, including excavating and installing a portion of the County RDRA, stockpiling excavated material, installing a silt fence, orange safety fence, clearing and grubbing and installing sod on the north, west, and east side slopes and hydroseeding the south slope of the County RDRA, all in accordance with Exhibit E-2 and in an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14. A cost estimate for such improvements is set forth on Exhibit E-2 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). Notwithstanding the foregoing, the County shall maintain ownership of all associated excavated material and, at its sole expense, shall be responsible for relocating said excavated material in connection with the CR 491 improvements.

3. In the event that the County commences the work described in Section 2 of these Special Conditions as part of the CR 491 Improvements before the Developer does so, and in lieu of the Developer performing the work described in Section 2 hereof, the Developer agrees to pay the County an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14, within thirty (30) days following the County providing the Developer with a statement of completion establishing that the work described in Section 2 hereof has been fully completed. Irrespective of whichever party performs the work described in Section 2, the County and Developer agree that such initial work shall include the amount of storm water capacity in the County RDRA that is needed for the Development. In addition, upon completion of construction, inspection, and approval by the County, all improvements constructed within the right-of-way or County property shall become County owned and maintained.

4. The County and the Developer agree that a manhole with knockout and stub out of a 8" PVC gravity sewer line needs to be extended to the south property line of the

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Development Parcel in the location generally depicted on the Conceptual Site Plan in a manner such that the County can connect to the gravity sewer line during the construction of the CR 491 Improvements (the "Gravity Sewer Line Work"). In the event that the Developer completes the Gravity Sewer Line Work, the County agrees to construct the paved access drive up to the south property line of the Development Parcel as depicted on the Conceptual Site Plan. In the event that the County completes the Gravity Sewer Line Work, the Developer agrees to construct the paved access drive up to the sanitary manhole with knockout.

5. Once a Certificate of Occupancy has been issued to the Development Parcel, the County agrees to continuous uninterrupted water/wastewater utility service to the Development Parcel at all times during the construction of the CR 491 Improvements.

6. The Developer acknowledges that a 6" force main may be located in an area adjacent to the Development Parcel on SR 44 and Developer agrees, at its sole expense, to relocate the force main, to the extent necessary, as part of constructing access improvements to the Development Parcel.

7. Unless otherwise set forth and depicted on the Landscape/Buffering Plan in Exhibit F, attached hereto and incorporated herein by this reference (The "Developer's Landscape/Buffering Plan"), the Development will comply with the standards of the Land Development Code regarding landscaping as contained in Chapter Five, Landscaping, Buffering, and Tree Preservation, as well as Section 3745, Design Standards for Small Nonresidential Development Projects, in the County's Land Development Code.

8. Unless otherwise set forth and depicted on the RaceTrac Signage Plan as set forth on Exhibit G attached hereto and incorporated herein by this reference (the "Developer's Signage Plan"), including without limitation an additional forty-five (45) square feet of additional wall sign copy area beyond that allowable in the Land Development Code and a reduced freestanding sign setback on SR-44 of 10 feet instead of 20 feet from the property line, the Developer will comply with the sign standards outlined in Chapter Nine, Signs, of the Land Development Code.

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "E-1"
County's Cost Estimate Right Turn Lane and Modify County Road 491

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 845 4/19/2017 7:52 AM 27 Receipt: 2017015992
RECORDING $511.50

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

March 16, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Clearing & Grubbing	0.08 AC	$ 15,000.00 AC	$ 1,200.00
Remove Asphalt	3,866 SF	$ 5.00 SF	$ 19,330.00
Remove Type-F Curb & Gutter	263 LF	$ 10.00 LF	$ 2,630.00
Earthwork/Grading	1 LS	$ 3,000.00 LS	$ 3,000.00
Asphalt	4,665 SF	$ 10.00 SF	$ 46,650.00
Construct Type-F Curb & Gutter	335 LF	$ 25.00 LF	$ 8,375.00
Construct 5' Concrete Sidewalk	1,290 SF	$ 5.00 SF	$ 6,450.00
Construct H/C Ramps	2 EA	$ 750.00 EA	$ 1,500.00
Striping/Signage	1 LS	$ 2,500.00 LS	$ 2,500.00
Sod Disturbed Areas	1,510 SF	$ 0.40 LS	$ 604.00
Geotech	1 LS	$ 750.00 LS	$ 750.00
SUBTOTAL COST OF CONSTRUCTION			$ 92,989.00
Mobilization/Gen. Conditions/Overhead & Profit/MOT (20%)			$ 18,597.80
Design & Permitting			$ 10,000.00
Contingency (5%)			$ 6,079.34
TOTAL COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:			$ 127,666.14

TIPTON ASSOCIATES INCORPORATED

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "E-2"

County's Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 847 4/19/2017 7:52 AM 29 Receipt: 2017015992
RECORDING $511.50

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

January 19, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC DRA:

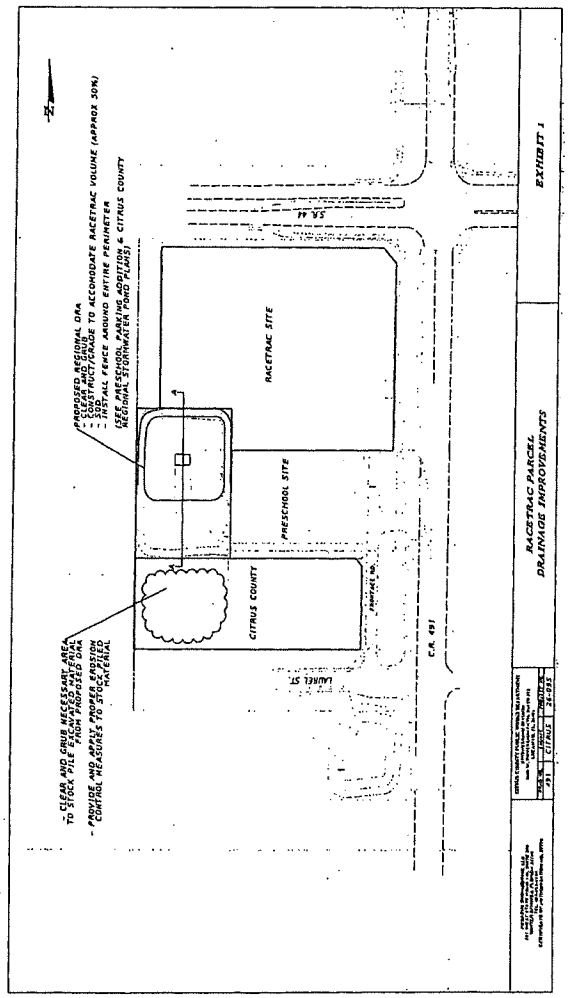
DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Sediment Barrier	1,404 LF	$ 1.50 LF	$ 2,106.00
Clearing & Grubbing	2.00 AC	$ 15,000.00 AC	$ 30,000.00
Excavation	9,506 CY	$ 4.55 CY	$ 43,252.30
Outfall Structure	232 SY	$ 40.00 SY	$ 9,280.00
Fencing - Type B (6' Height)	1,024 LF	$ 11.00 LF	$ 11,264.00
Fence Gates - Type B (Single Swing) (12')	1 EA	$ 650.00 EA	$ 650.00
Performance Turf	4,348 SY	$ 2.24 SY	$ 9,739.52
SUBTOTAL COST OF CONSTRUCTION			$ 106,291.82
Mobilization/Gen. Conditions/Overhead & Profit (20%)			$ 21,258.36
TOTAL COST TO CONSTRUCT RACETRAC DRA:			$ 127,550.18

EXCLUSIONS: Stormwater Piping/Structures from RaceTrac Site

TIPTON ASSOCIATES INCORPORATED

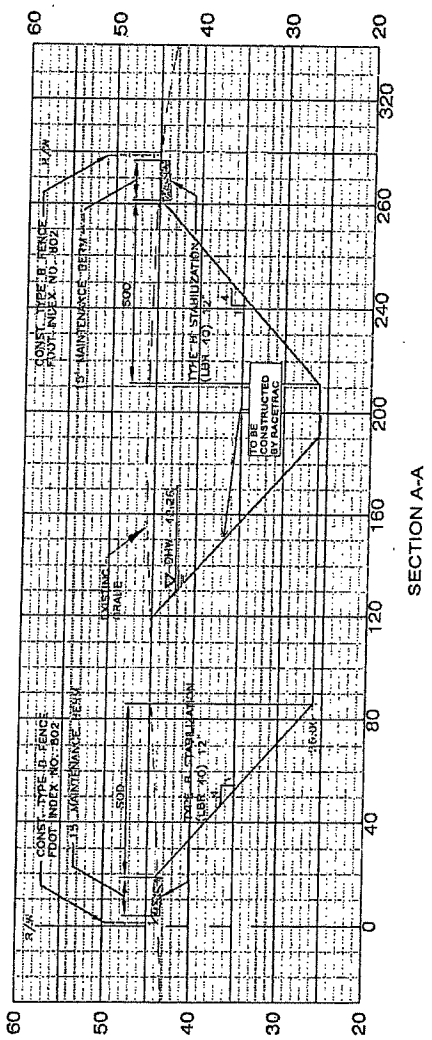
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 848 4/19/2017 7:52 AM 30 Receipt: 2017015992
RECORDING $511.50



Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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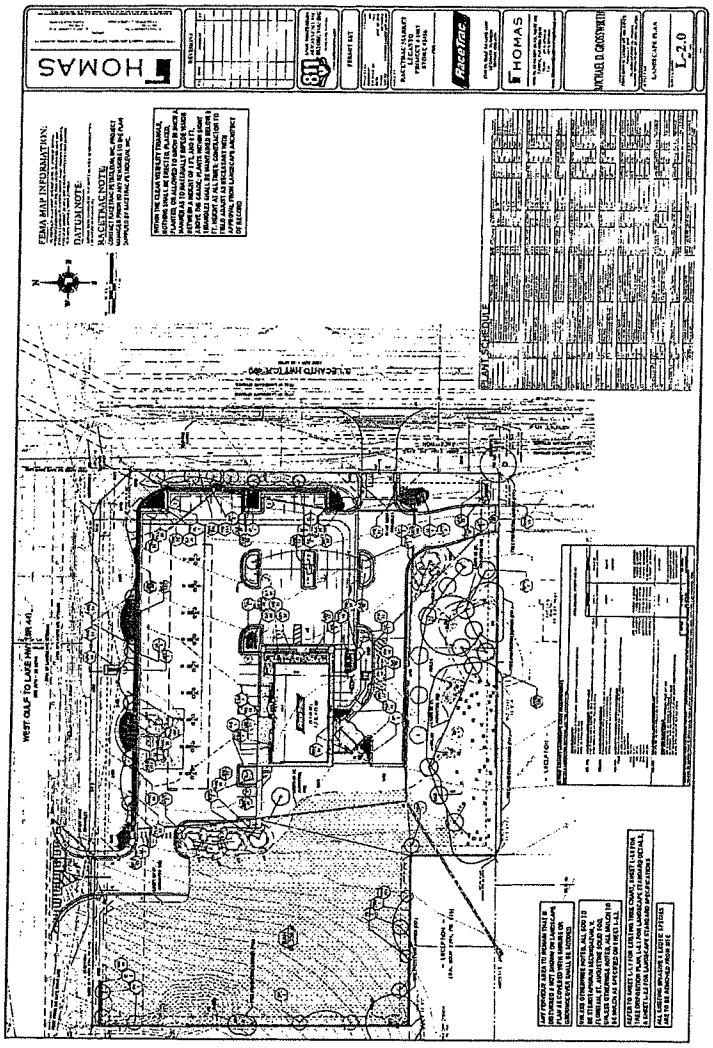


Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "F"
Developer's Landscape/Buffering Plan

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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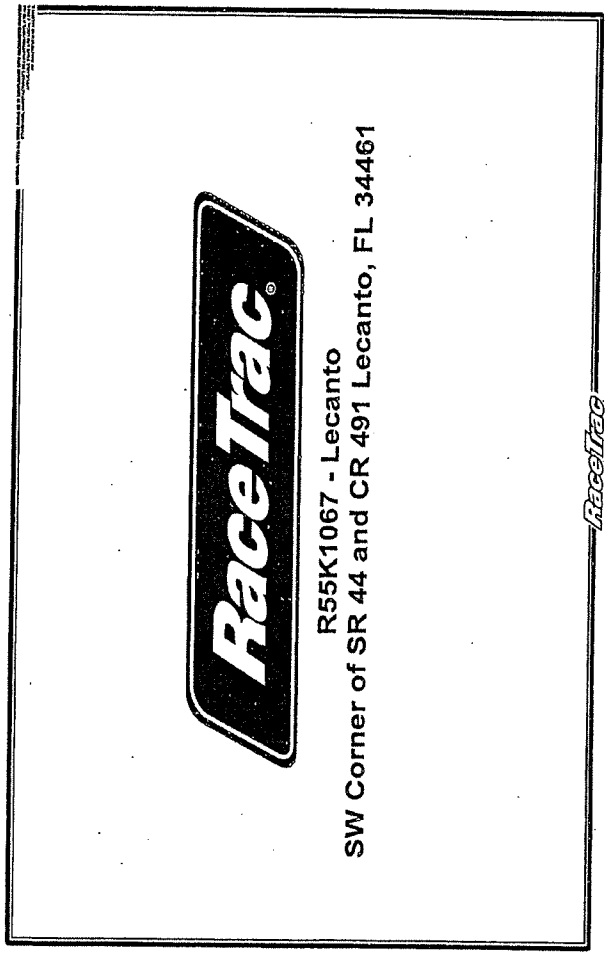
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "G"
Developer's Sign Package

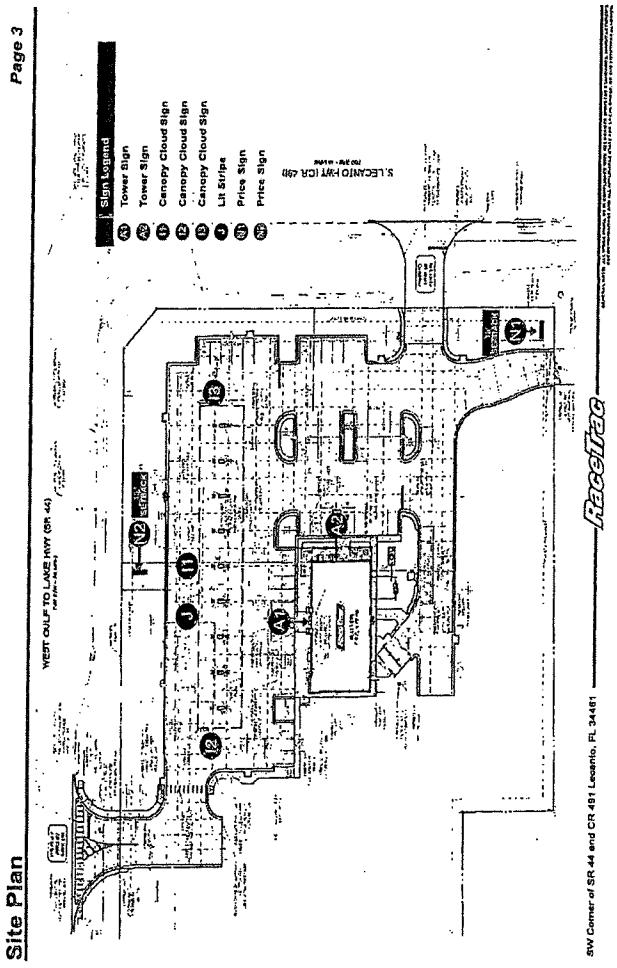
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50



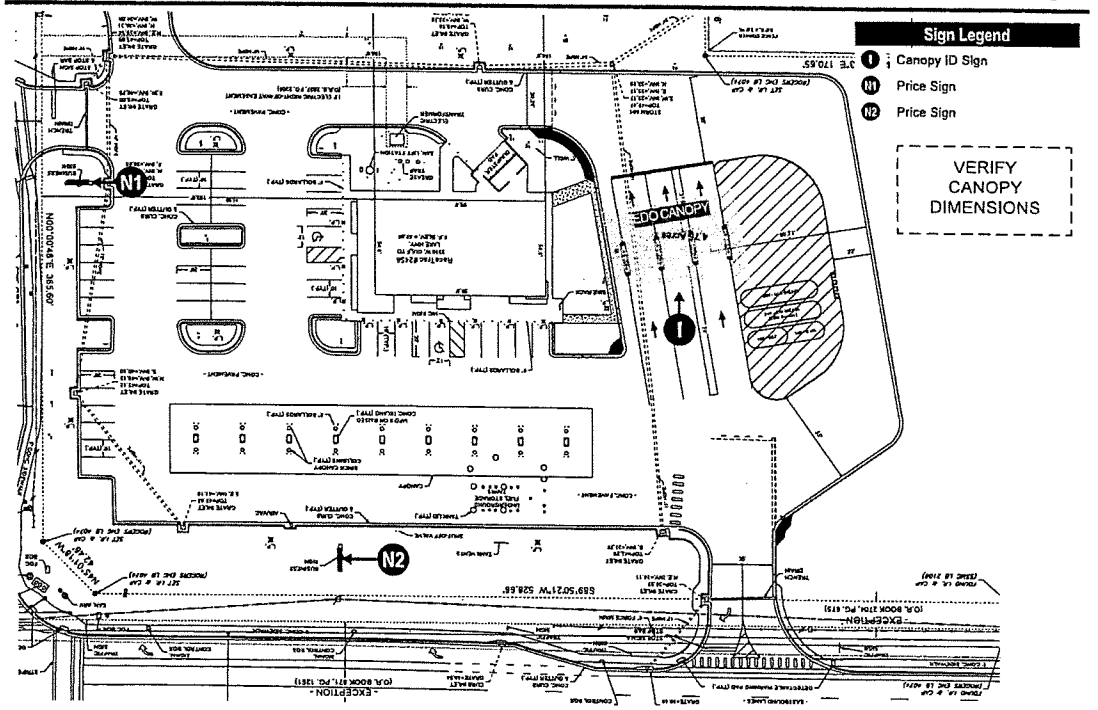
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50



Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Site Plan

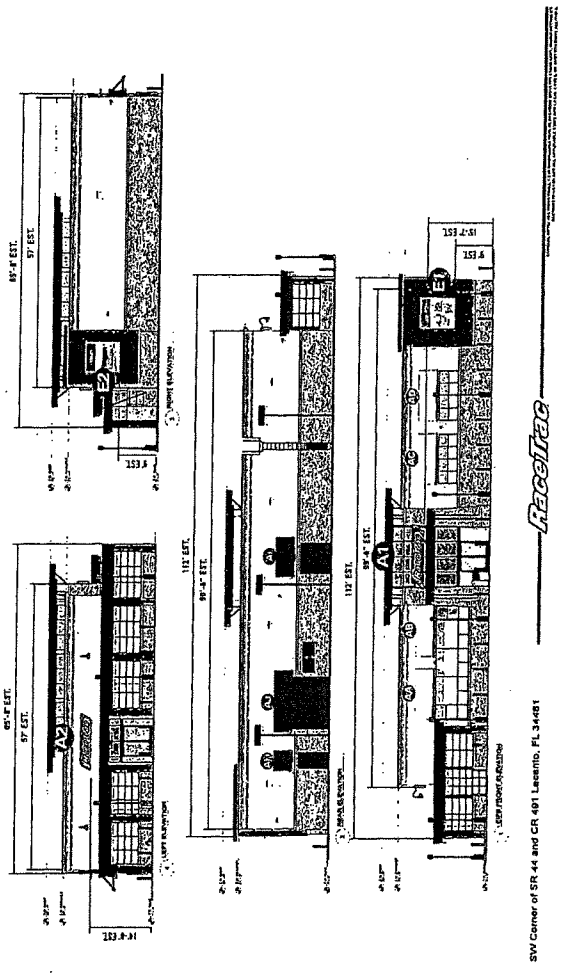


SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 855 4/19/2017 7:52 AM 37 Receipt: 2017015992
RECORDING $511.50

Building Elevations - Left Hand, EIFS



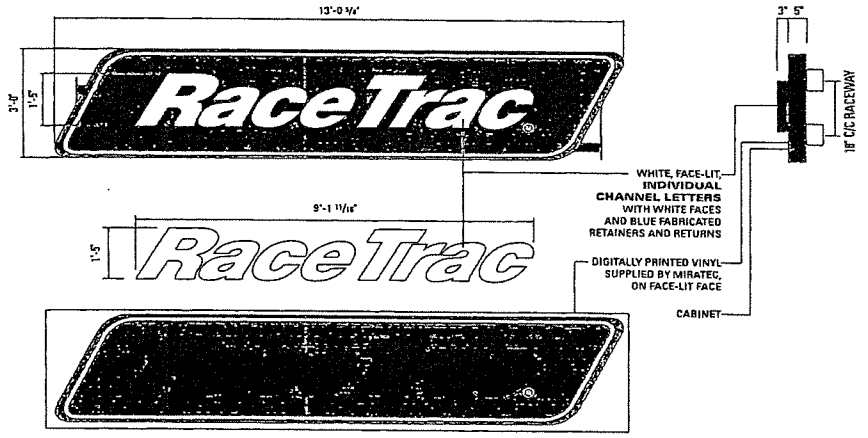
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 856 4/19/2017 7:52 AM 3R Receipt: 2017015992
RECORDING $31.50

Main Identification Sign - A1

SINGLE FACED
QUANTITY 1
40 SqFt Total

SIGN MUST MOUNT TO WALL BETWEEN STONE COLUMNS VIA RACEWAY
VENDOR TO CONFIRM EXACT MOUNTING



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

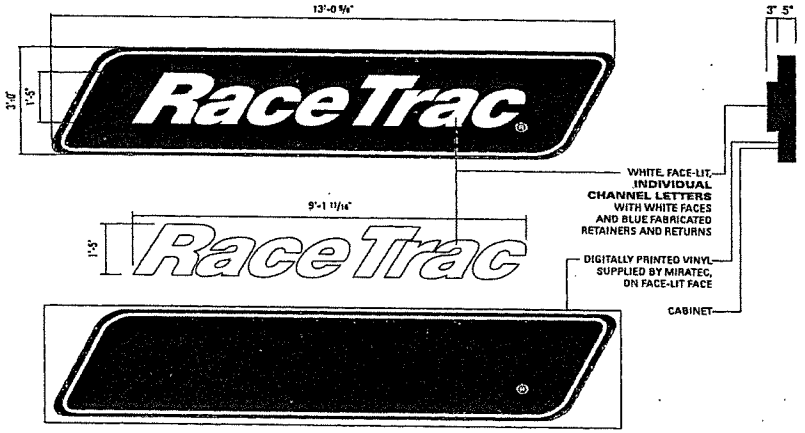
RaceTrac

See *Color Schedule* on Page 2

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 857 4/19/2017 7:52 AM 39 Receipt: 2017015992
RECORDING 511.50

Secondary Identification Sign - A2

SINGLE FACED
QUANTITY 1
40 SqFt Total



SW Corner of SR 44 and CR 491 Lecanto, FL 34461 — RaceTrac — See *Color Schedule* on Page 2

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 858 4/19/2017 7:52 AM 40 Receipt: 2017015992
RECORDING $511.50

Banner Signs - E1, E2

SINGLE FACED
QUANTITY 2
42 SqFt Each
84 SqFt Total
NOTE: Banner frame painted AKZO SIGN 31356-BRONZE.
INSTALL ONLY

E1

E2

RaceTrac

SW Corner of SR 44 and CR 491 Lecanto, FL 34461

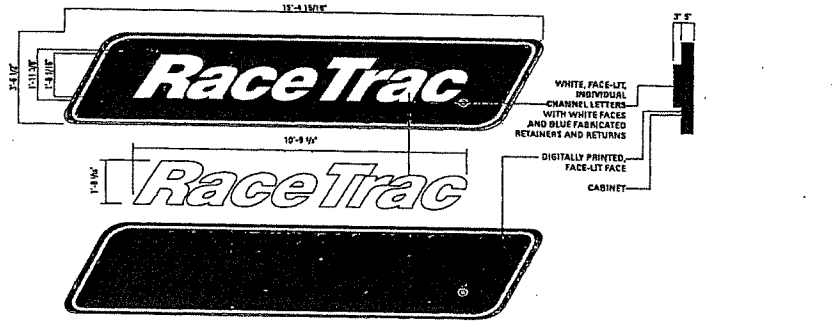
See Color Schedule on Page 2

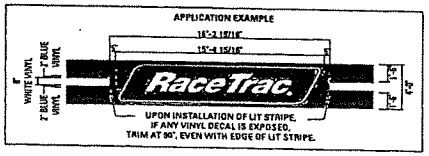
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 859 4/19/2017 7:52 AM 41 Receipt: 2017015992
RECORDING $511.50

55 SqFt Canopy LED Cloud Sign (I1, I2, I3)

SINGLE FACED
QUANTITY 3
165 SqFt Total





SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

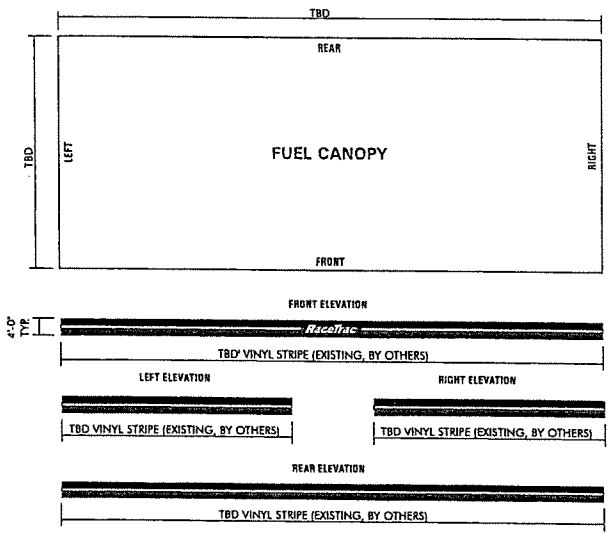
See Color Schedule on Page 2

Fuel Canopy Layout

CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.
	CLOUD SIGN	55	15.4
TOTAL FRONT		55	15.4

ENTIRE CANOPY		SQ. FT.	LIN. FT.
		55	15.4

VERIFY CANOPY DIMENSIONS



ACM COLORS:
Program Red
Larson Program Red

SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

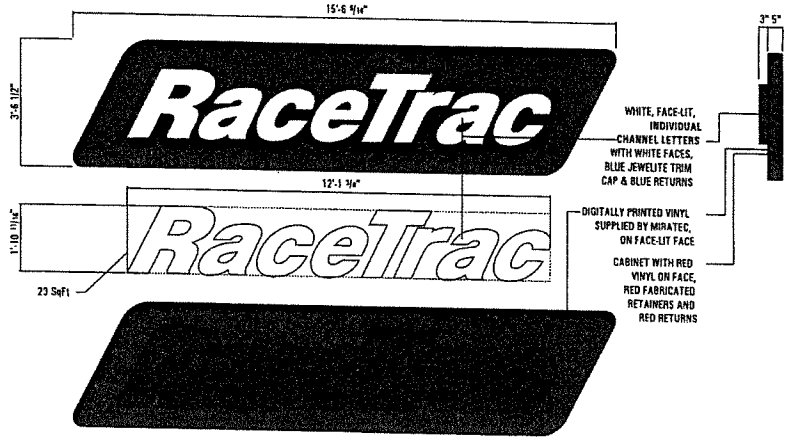
Packet Pg. 133

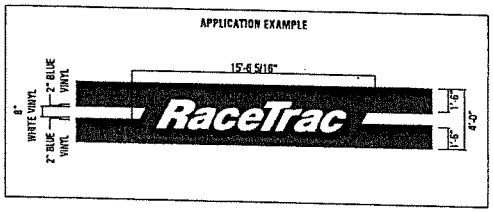
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

J.2.d

55 SqFt Canopy LED Logo Sign - I

SINGLE FACED
QUANTITY 1
55 SqFt Total





SWC of SR 44 and CR 491,
Lecanto, FL 34461

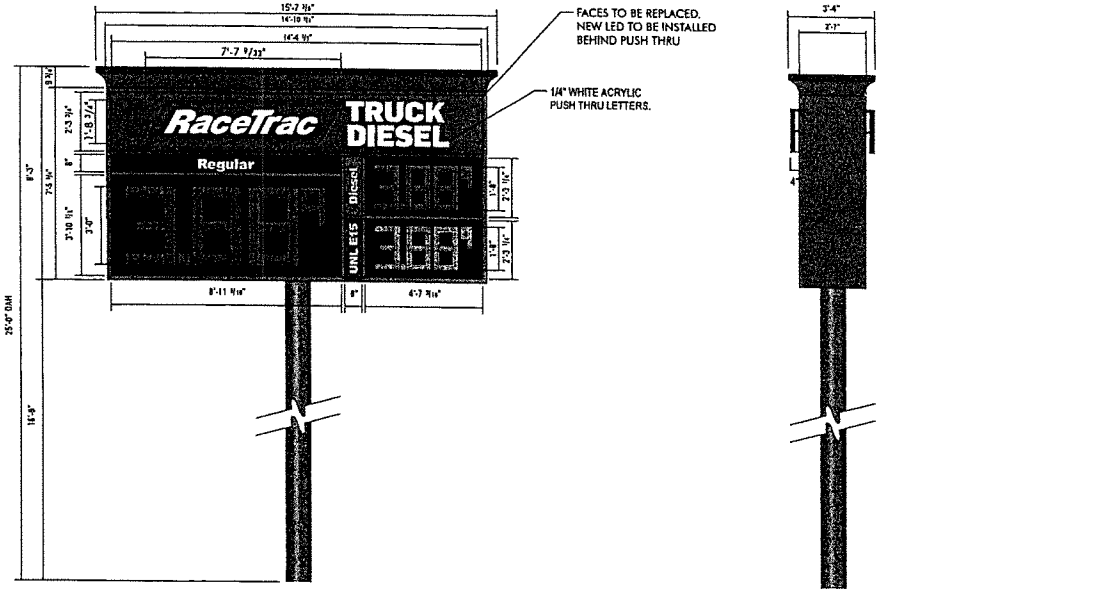
See *Color Schedule* on Page 2

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

New Faces to Existing Price Sign-N1

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

Packet Pg. 135

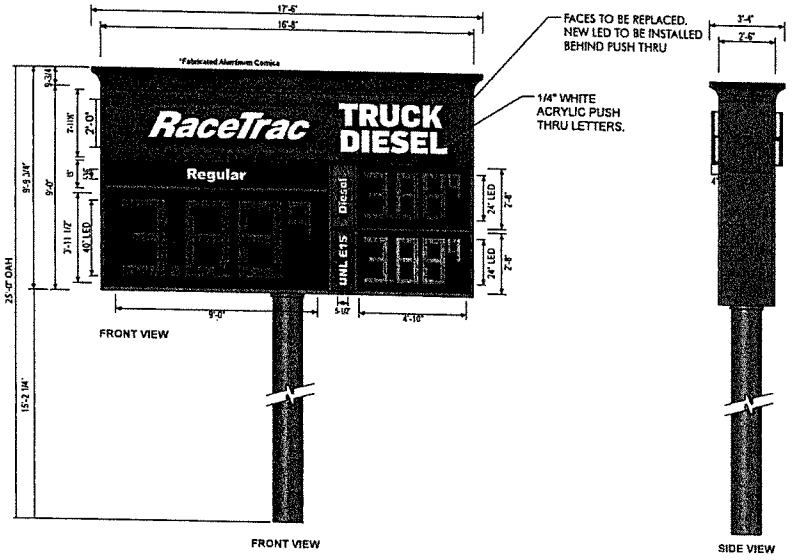
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

J.2.d

New Faces to Existing Price Sign - N2

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

GENERAL NOTE: ALL SIGNS SHALL BE IN COMPLIANCE WITH RECOGNIZED SIGN/SYM STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES, OR LOCAL ORDINANCE WHERE ALLOWED.

Exhibit "H"

Gishorn Agreement

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 863 4/19/2017 7:52 AM 45 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014013570 BK: 2615 PG: 1618 5/13/2014 4:54 PM 1 Receipt: 57391
RECORDING $145.00

CONVEYANCE AND CONSTRUCTION AGREEMENT

COUNTY OF CITRUS
STATE OF FLORIDA

THIS AGREEMENT, made and entered into on this 12th day of August, 2014, by and between Gischorn, LLC, a Florida limited liability company, whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, (hereinafter referred to as the "Property Owner"); and Citrus County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 110 N. Apopka Avenue, Inverness, Florida 34450,(hereinafter referred to as the "County") (collectively the "Parties").

RECITALS

WHEREAS, County representatives, property owners, business owners, healthcare providers and other interested citizens have been involved in numerous meetings to determine the feasibility, planning requirements and infrastructure design elements required for development of a medical corridor along CR 491 in Citrus County (hereinafter the "Project"), generally located between W. Horace Allen Street to the north, W. Laurel Street to the south, S. Line Road to the east and the proposed location of the Suncoast 2/3 Parkway to the west (hereinafter the "Project Area"); and

WHEREAS, as a result of these meetings, the County conducted a Corridor Planning Study and developed Comprehensive Plan Amendments necessary to facilitate the Project and interconnection with the proposed Suncoast 2/3 Parkway in the Project Area; and

WHEREAS, on February 25, 2014, the Board of County Commissioners approved the Comprehensive Plan Amendments necessary to facilitate the Project; and

WHEREAS, on May 14, 2013, the Board of County Commissioners selected an alignment and typical section for widening of CR 491 between W. Laurel Street to W. Horace Allen Street in Citrus County as part of the Project; and

WHEREAS, currently, property owners wishing to develop their property in the Project Area must pay to design, permit and construct individual drainage retention areas (hereinafter "DRAs") on their property since there is no regional drainage utility available in the Project Area; and

WHEREAS, construction of individual DRAs in this area of the County generally consumes 20% to 25% of the usable land on a building site; and

WHEREAS, such usage of land for individual DRAs on each building site is uneconomical for property owners, redundant and contrary to the County's Project planning and development goals;

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 864 4/19/2017 7:52 AM 46 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1021 7/17/2014 4:54 PM 2 Receipt: 37301
RECORDING $144.00

and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in treating stormwater pollution than individual DRAs, thus better protecting groundwater recharge quality and surface water quality in and around the Project Area; and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in controlling flooding than individual DRAs, thus increasing the effective control of flood waters in and around the in the Project Area; and

WHEREAS, the County therefore wishes to develop a regional drainage utility as part of the Project; and

WHEREAS, the County has worked cooperatively with the Southwest Florida Water Management District (hereinafter "SWFWMD") to develop a conceptual regional drainage plan for the Project which SWFWMD has approved; and

WHEREAS, the Property Owner supports the Project and owns land in the Project Area that will be required for the widening of the roadway, drainage retention areas and/or other project infrastructure requirements, more specifically described in Exhibit A attached hereto and made a part hereof by reference (hereinafter the "Project Land"); and

WHEREAS, the Property Owner wishes to encourage the County to construct the Project as soon as possible; and

WHEREAS, the Property Owner wishes to convey the Project Land to the County in exchange for constructing the Project, providing drainage capacity in the regional drainage facilities for the Property Owner's remaining land in the Project Area and the other covenants contained in this Agreement.

WITNESSETH:

Now, therefore, in consideration of ten dollars and no cents ($10.00) paid by the County to the Property Owner and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Property Owner hereby agrees to convey to the County, and the County agrees to accept from the Property Owner the Project Land described in Exhibit A, which is part of a parcel having a Property Appraiser Identification Number of: 18E19S04 23110, Alt Key # 1501687, upon the following terms and conditions:

1. The Parties agree the above recitals are true and correct and are therefore incorporated herein.

2. The date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 865 4/19/2017 7:52 AM 47 Receipt: 2017015992
RECORDING 5511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041578 BK: 2645 PG: 1012 8/18/2014 4:54 PM 3 Receipt: 37281
RECORDING 3146.00

3. The County's appraiser has appraised the Project Land as indicated in Exhibit B attached hereto and made a part hereof by reference.

4. Presuming a 70% impervious surface area ratio (hereinafter "ISR"), the County's engineer has estimated the amount of land necessary for the Property Owner to develop a DRA for the portion of the Property Owner's land that lies within the same drainage basin as the Project, as well as the cost for design, permitting and construction of such DRA as indicated in Exhibit C.

5. As of the Effective Date, the County shall include the portion of the Property Owner's remaining land located within the same drainage basin as the Project as indicated in Exhibit D (hereinafter the "Remaining Land") as part of its final Project drainage permit application to SWFWMD. The Parties intend that once the SWFWMD permit is issued to the County for the Project, the Property Owner shall no longer be required to design, permit and construct DRAs on the Property Owner's Remaining Land located within the same drainage basin as the Project in order to develop that property up to 70% ISR. The Parties also intend that any DRA already existing on the Property Owner's Remaining Land located in the same drainage basin as the Project be available for other uses as such drainage will now be included in the regional drainage retention facilities permit. The developer of the Property Owner's Remaining Land will be solely responsible to seek a permit modification from SWFWMD to illustrate that the planned development on the Property Owner's Remaining Land does not exceed 70% ISR.

6. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the County shall notify the Property Owner thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

7. Property Owner agrees not to contest or in any way object to the County's application for a state environmental resource permit, SWFWMD drainage permit, or any other permit for the Project, or any subsequent application for a modification thereto. Property Owner also hereby grants a right of entry to the County, its contractors, engineers and other agents to allow the County to Construct the Project and otherwise fulfill its requirements under this Agreement. Property Owner's restrictive covenant under this paragraph shall bind all successors and assigns of the Property Owner and shall survive closing of the conveyances outlined in this Agreement.

8. A closing at which the Property Owner shall convey the Project Land by a warranty deed acceptable to the County shall occur within thirty (30) days of the Effective Date of this Agreement or such other date as the Parties mutually agree (hereinafter the "Closing"). At Closing, the Property Owner shall pay the documentary stamp tax on the deed (based upon the appraised value as provided in Exhibit B) and the County shall pay for recording the deed in the Public Records of Citrus County.

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 866 4/19/2017 7:52 AM 48 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014015570 BK: 2643 PG: 1811 3/19/2014 4:54 PM 4 Receipt: 27301
RECORDING $146.00

9. The Property Owner shall deliver to the County, at Closing, marketable title to the Project Land free and clear of all leases, liens, mortgages and other encumbrances. The County shall, at its sole expense, acquire a title insurance policy, insuring the County's title to the Project Land in at least the full amount of the appraised value indicated in Exhibit B upon closing this transaction. Notwithstanding the date for Closing outlined in paragraph 8 above, if the County finds the title to be unmarketable, or if the County cannot obtain a commitment for the issuance of a title insurance policy on fee simple title, the County shall notify the Property Owner in writing prior to the date set for the Closing, specifying the defects which exist with respect to the title of the Project Land, and the Property Owner shall have twenty (20) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the County, its attorney, and the County's title insurance company, and this conveyance shall be closed within ten (10) days after the Property Owner curing such defects and receipt of written notice thereof to the County or its attorney. Upon the Property Owner's failure to cure defects of which written notice has been given by the County, within the time provided herein, the County may avail itself of any remedy in equity or at law, including but not limited to specific performance and termination of this Agreement and all rights and liabilities arising hereunder, or may close the conveyance in the same manner as if no such defect had been found. Property Owner agrees to execute all documents necessary to obtain this title insurance policy.

10. Taxes and assessments on the Project Land shall be prorated through the date of Closing. Property Owner will deposit the prorated amount of taxes with the Escrow Agent as shall be determined by the County and the Closing Agent for the transaction. If the amount of taxes and assessments for the year in which the Closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and assessments which are or which may become a lien against the Project Land shall be satisfied of record by Property Owner at Closing. In the event the County acquires fee title to the Project Land between January 1 and November 1, Property Owner shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Escrow Agent an amount equal to the current taxes prorated to the date of Closing. In the event County acquires fee title to the Project Land on or after November 1, Property Owner(s) shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector, or, in the alternative, deposit said amount with the Escrow Agent.

11. Subject to the curative period provided in paragraph 9, the Property Owner shall deliver occupancy and possession of the Project Land to the County on or before the date of Closing. During the period from the Effective Date of this Agreement until the Property Owner surrenders occupancy and possession of the Project Land to the County, neither the Property Owner nor anyone under the Property Owner's control or direction shall commit or permit to be committed any act which diminishes the value of the Project Land.

12. At the Closing, the Property Owner shall furnish the County with a Property Owner's Affidavit, stating that neither the Property Owner nor anyone under the Property Owner's control or direction have taken any action to encumber the Project Land or otherwise adversely affect the

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1819 10/8/2014 4:54 PM 5 Receipt: 27701
RECORDING $145.00

status of the title thereto between the Effective Date of this Agreement and the Closing and stating either that there have been no improvements made to the Project Land during the one hundred twenty (120) days immediately preceding the date of Closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full.

13. The Project Land shall be surveyed at the expense of the County prior to the Closing. If the survey shows any encroachments on the Project Land or that any improvements located on the Project Land encroach on other lands, written notice thereof shall be given to the Property Owner to remove such encroachments within fifteen (15) days after receipt of such written notice. If the Property Owner shall fail to remove or cure said encroachments within said time, the County, at its option, may terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such encroachments had been found.

14. The covenants herein contained shall run with the Project Land and bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; provided, however, that neither party shall assign this Agreement without the prior written approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the Parties. The County may record this Agreement in the Public Records of Citrus County at its sole expense.

15. The County shall not be liable to the Property Owner or to the Property Owner's agents or representatives for any commissions, costs, or fees arising from or for the conveyance of the Project Land to the County, and the Property Owner shall defend, indemnify and hold harmless the County and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

16. If any time between execution hereof and the Closing the County determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Project Land, the County may terminate this Agreement and all rights and liabilities arising hereunder or may close the conveyance in the same manner as if no such Contaminants had been found. The Property Owner warrants and represents to the County that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Project Land.

17. In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the Parties hereto shall negotiate in good faith and

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RECORDING $511.50

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#2017017870 BK: 2823 PG: 1015 4/19/2017 4:54 PM 6 Receipt: 37201
RECORDING $146.00

agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

18. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to obtain permits for the projects identified within this Agreement and to otherwise effectuate the purposes and terms of this Agreement.

19. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

20. The remedy for a breach of this Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Citrus County, Florida.

22. Nothing herein shall be deemed to constitute any Party as a partner or joint venturer, or to create any fiduciary relationship among the Parties. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement.

23. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

24. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

To Property Owner:

Gischorn, LLC
Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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#2017017856 BK: 2823 PG: 869 4/19/2017 7:52 AM 51 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016041570 BK: 2645 PG: 1916 10/18/2016 4:54 PM 7 Receipt: 37301
RECORDING $44.00

To Citrus County:

Citrus County Administrator's Office
110 Apopka Avenue
Inverness, FL 34450

With copy to:

Citrus County Engineering Department
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

With copy to:

Frederick L. Busack, Esq.
Busack Law Firm, P.A.
100 Main Street, Suite 205
Safety Harbor, FL 34695

The Parties may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

25. To the extent the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

26. The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event of any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

27. The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

28. This Agreement shall constitute the entire agreement between the Parties regarding the Project.

29. Notwithstanding the foregoing, special conditions to this Agreement, if any, are included in Exhibit E, attached hereto and made a part hereof by reference.

The terms and conditions of this Agreement shall survive the closing of the conveyance of the Project Land.

[Remainder of page intentionally left blank.]

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 870 4/19/2017 7:52 AM 52 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014011519 BK: 2645 PG: 1918 3/17/2014 4:54 PM 3 Receipt: 37191
RECORDING $144.00

EXHIBIT A

PROJECT LAND

SCHEDULE A
PARCEL LOCATED IN CITRUS
COUNTY, FLORIDA

DESCRIPTION:

A Portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; Thence Run North 89°47'00" East 672.71 feet along the South line of the Southeast 1/4 of said Section 4 to the West line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 4, Thence North 00°20'50" East 1200.29 feet along said West line to a point on the existing South Right Of Way line of State Road 44, Thence North 89°51'38" East 54.04 feet to the "POINT OF BEGINNING"; Thence Continue North 89°51'38" East 809.28 feet Along said Southerly Right of Way line to a point on the existing Westerly Right of way line of County Road 491 (N. Leconte Highway); Thence South 00°01'09" West 410.62 feet along Westerly Right of way line of County Road 491; Thence departing said West Right of Way line South 89°48'15" West 50.00 feet; Thence North 00°01'09" East 385.80 feet; Thence North 45°01'32" West 42.37 feet; Thence South 89°51'38" West 523.19 feet; Thence North 00°20'50" West 15.00 feet to the POINT OF BEGINNING.

Containing 0.674 acres or 29,376 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying Ch. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company Title Indicative Title #5516-1813, dated June 11, 2013, at 8:00 a.m. and all recorded encumbrances, except items, identified in Schedule B of the title insurance commitment have been shown or noted.

REVISED 1-30-14 JMAZ
REVISED 12-12-13 JMAZ

SKETCH OF DESCRIPTION | 11/21/13 | 12-12-13 JMAZ

FOR
CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Weeks Stramiecki Bell & Duncan, P.A.

Job No.: 81307 | Scale: 1" = 120'

Graphic Hwy 81307SOD

SURVEILLANCE SURVEYING & MAPPING INC.
6900 All American Boulevard
Orlando, Florida 32810-5300
(407)292-8556 Fax:(407)292-8161
email: info@surveillancesurveying.com

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS IS NOT A SURVEY

NOT VALID WITHOUT SHEETS 1 OF 2

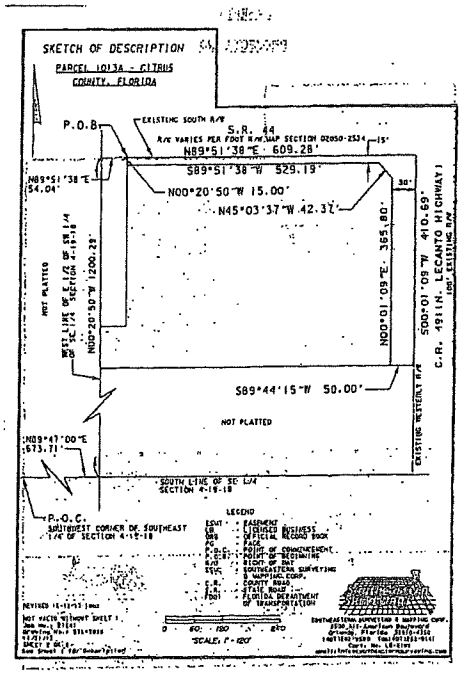
SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Page 86 of 117

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING 5511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016041570 BK: 2645 PG: 1020 9/13/2016 4:54 PM 10 Receipt 37381
RECORDING $146.00



Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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RECORDING $511.50

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#2014041398 BK: 2565 PG: 1839 9/18/2014 4:54 PM 11 Receipt: 37381
RECORDING $145.00

SCHEDULE A
PARCEL 10130 - CITRUS
COUNTY, FLORIDA

DESCRIPTION:

A portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of the Southeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°47'00" East a distance of 673.71 feet along the South line of the Southeast quarter of said Section 4 to the West line of the East half of the Southeast quarter of the Southeast quarter of said Section 4; thence North 00°20'50" West a distance of 788.18 feet along said West line for a POINT OF BEGINNING; thence continue North 00°20'50" West a distance of 82.68 feet along said West line; thence North 89°52'48" East a distance of 225.00 feet; thence South 00°20'50" East a distance of 82.12 feet; thence South 89°44'15" West a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 0.426 acres or 18,541 square feet; more or less.

SURVEYORS NOTES:

1) Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.

2) I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying Ch. 5J-17.050-.052 requirements.

3) Not valid without the original signature and raised seal, of a Florida Licensed Surveyor and Mapper.

4) I have reviewed the Stewart Title Guaranty Company Title Insurance Company Title Insurance File #2014-1011, dated June 17, 2013, at 8:00 a.m. and all recorded documents, except items, identified in Schedule B of the title insurance commitment have been shown or noted.

REVISED 1/04/14

SKETCH OF DESCRIPTION

FOR

State of Florida and Pennington Jeans & Dunbar, P.A.

THIS IS NOT A SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

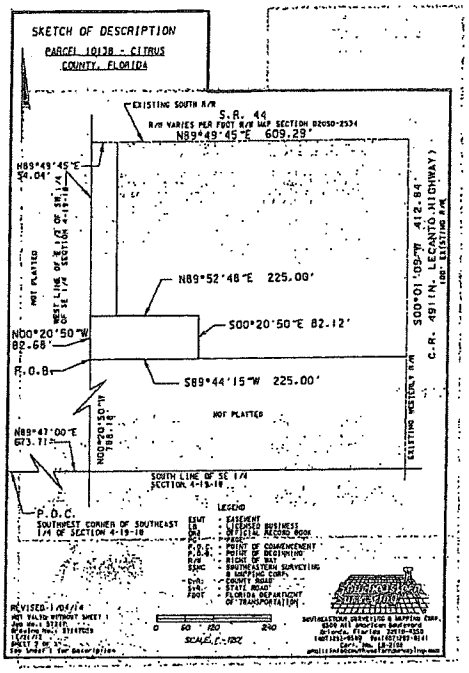
SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-5152
(407) 292-8580 Fax (407) 292-0141
email: info@southeasternsurveying.com

JACK M. BINION
REGISTERED LAND SURVEYOR No. 4314

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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#2017017856 BK: 2823 PG: 873 4/19/2017 7:52 AM 55 Receipt: 2017015992
RECORDING $511.50

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#2014011570 BK: 2643 PG: 1031 9/16/2014 4:54 PM 12 Receipt: 27301
RECORDING $146.00



Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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RECORDING $511.50

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#2014013578 BK: 2643 PG: 1831 9/18/2014 4:51 PM 13 Receipt: 37381
RECORDING $144.00

EXHIBIT B

PROJECT BAND APPRAISAL IMAGE

Report Summary

Project:	County Road 491
Effective Date of the Appraisal:	January 10, 2014
Date of the Appraisal Report:	January 30, 2014
Property Owner:	Gischorn, LLC
Site Address/Location:	3310 West Gulf-to-Lake Highway
City, County, State:	Lecanto, Citrus County, Florida
Size of Subject Property:	253,054 SF; 5.810 AC
Area of Property Acquisition(s):	
Right-of-Way	29,376 SF; 0.674 AC
Pond	18,548 SF; 0.426 AC
Area of Remainder Tract	205,167 SF; 4.710 AC
Zoning & Land Use:	"GNC", General Commercial District Acreage – Non-Waterfront
Property Rights & Interest Appraised:	Fee Simple
Access:	County Road 491 and West Gulf-to-Lake Highway
Value of the Part Taken:	$311,590
Severance Damages:	$0
Cost-to-Cure:	$0
Total:	$311,590

Page 13 of 73

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50

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#2018041570 BK: 2845 PG: 1533 9/18/2018 4:54 PM 14 Receipt: 2731
RECORDING $144.00

EXHIBIT C

ENGINEER'S DRA AREA & COST ESTIMATE

Owner Constructed Dry Retention Pond:*

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED POND AREA (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER POND CONSTRUCTION (AC)
1013	GISCHORN, LLC	5.81	5.81	1.29	$278,708.74	4.52

Regional Dry Retention Pond:

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED FOR REGIONAL POND (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER REGIONAL POND CONSTRUCTION FOR OWNER (AC)
1013	GISCHORN, LLC	5.81	5.81	0.426	$0	5.384

Value of land area saved by regional pond:

1.29 AC - 0.426 AC = 0.864 AC (37,635.84 SF)

37,635.84 SF @ $6.50/SF = $244,633.

TOTAL SAVINGS TO OWNER FOR USING REGIONAL POND:

DESIGN, PERMIT & CONSTRUCTION COSTS	$ 278,708.74
SAVED DEVELOPABLE LAND	+ $ 244,633.00
TOTAL	$ 523,341.74

* Wet retention pond not feasible in this location.

Page 14 of 17

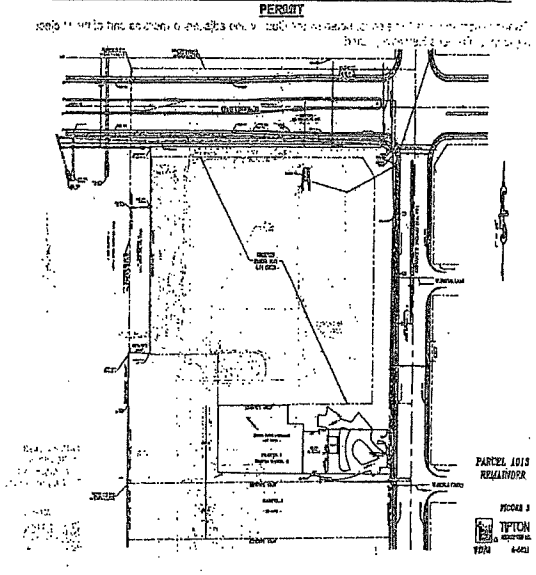
Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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#2014017570 BK: 2645 PG: 1014 9/18/2014 4:54 PM 15 Receipt: 23301
RECORDING $146.00

EXHIBIT D

PROPERTY OWNER(S) REMAINING LAND TO BE INCLUDED IN COUNTY DRAINAGE PERMIT



Page 15 of 17

Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

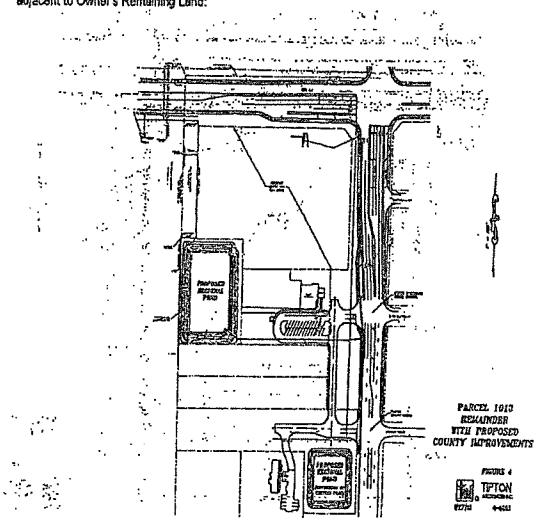
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RECORDING $145.00

EXHIBIT E

SPECIAL CONDITIONS

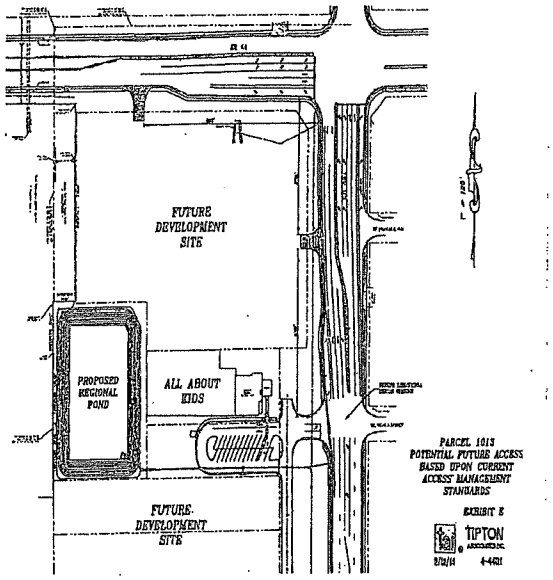
Planned improvements to be constructed by the County and adjacent owners as part of the Project adjacent to Owner's Remaining Land:



Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

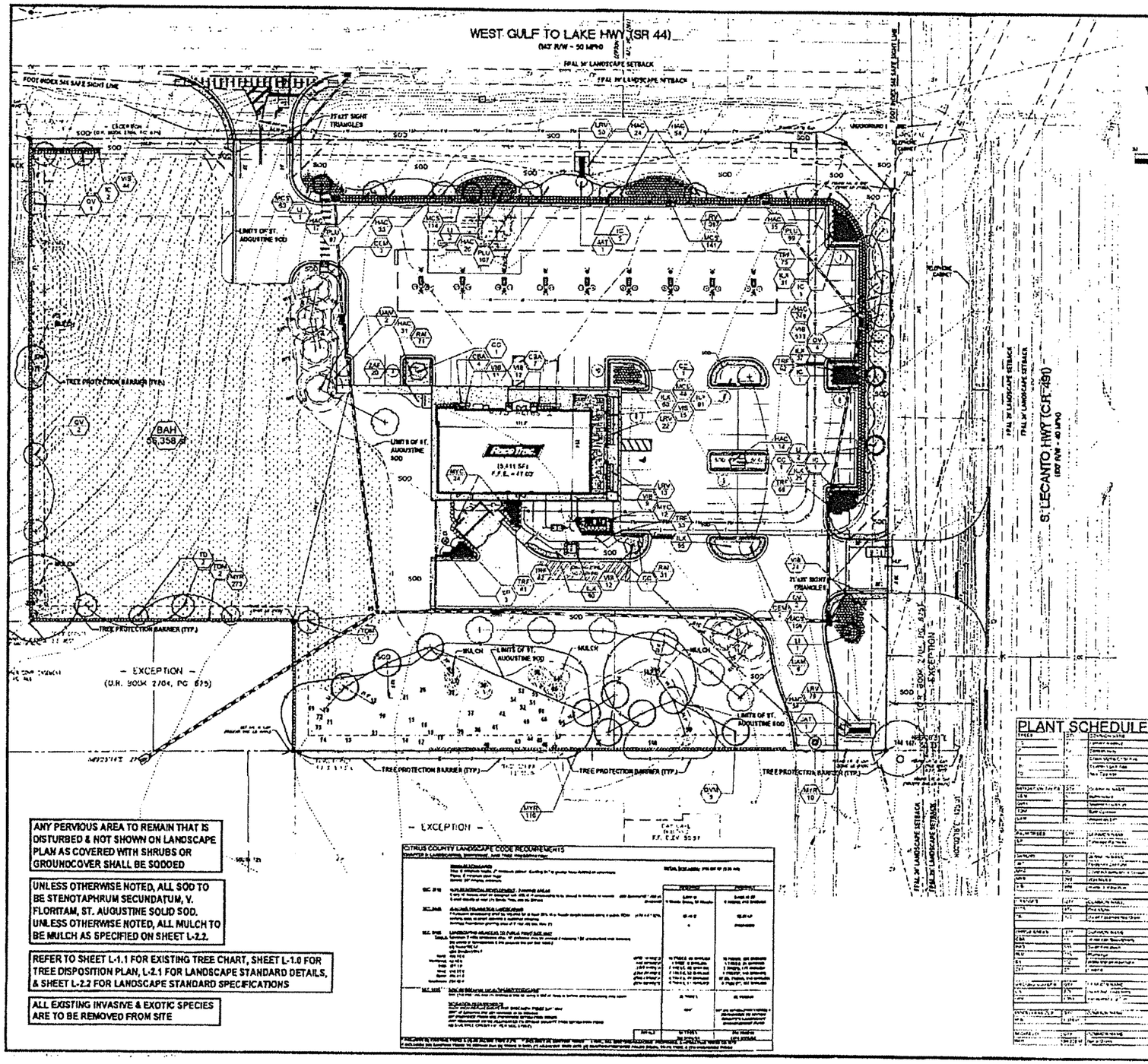
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $146.00

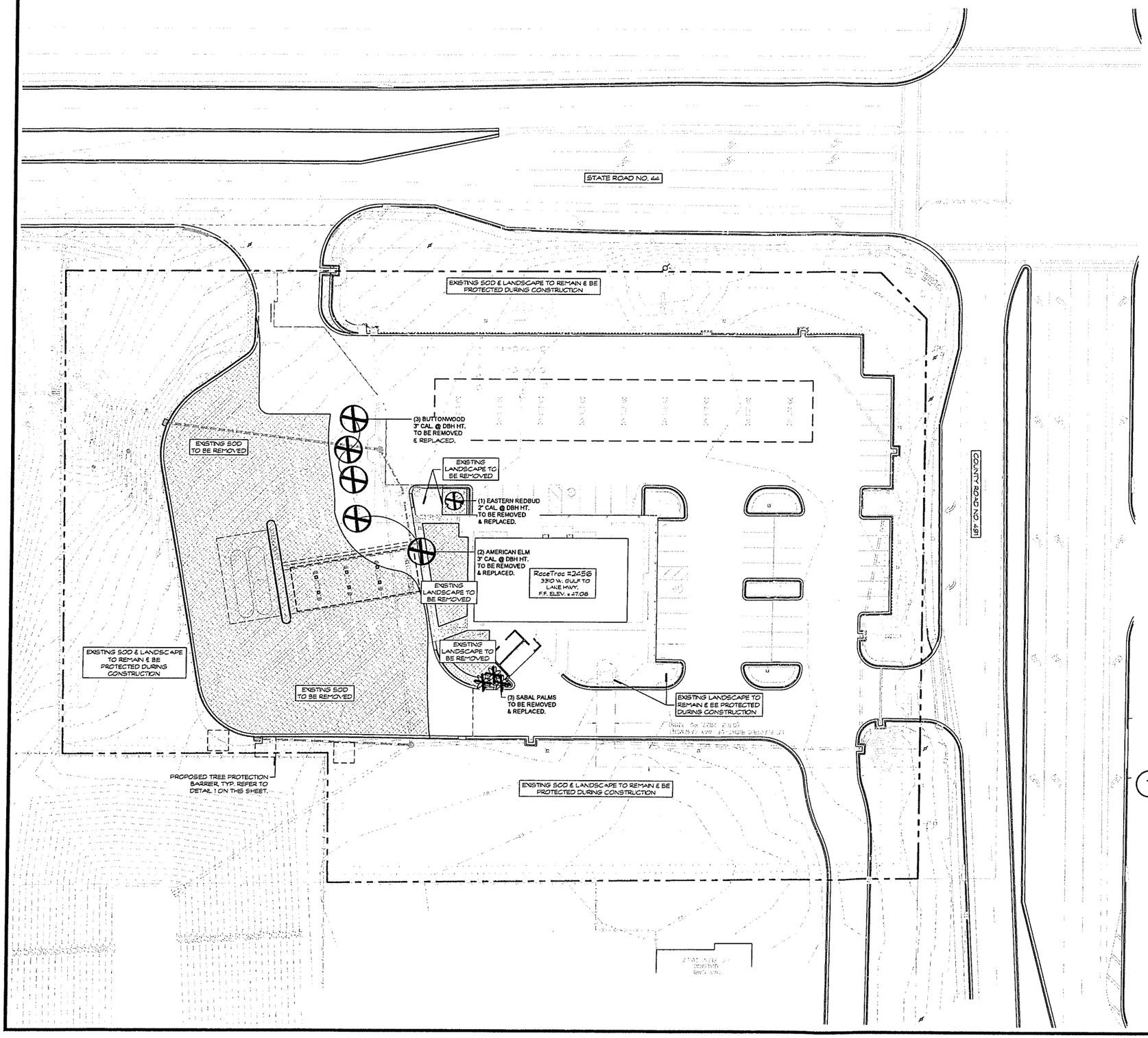


Attachment: Proposed amendment to the Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

icial Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
D1 7017856 BK: 2823 PG: 851 4/19/2017 7:52 AM 33 Receipt: 2017015992
CORDING S511.50



Attachment: Revised Exhibit F landscaping (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



LANDSCAPE TO BE REMOVED

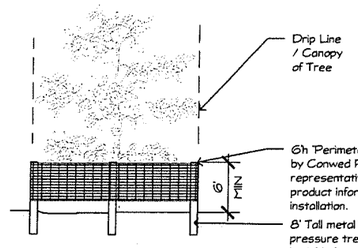
CANOPY TREE DEMO — 5
CANOPY TREE TO BE REMOVED AND REPLACED
-

UNDERSTORY TREE DEMO — 1
UNDERSTORY TREE TO BE REMOVED AND REPLACED
-

PALM TREE DEMO — 3
PALM TREE TO BE REMOVED AND REPLACED
-

DEMO — 31,524 sf
EXISTING SOD &/OR LANDSCAPE AREAS TO BE REMOVED AND MODIFIED PER THE NEW SITE PLAN.
-

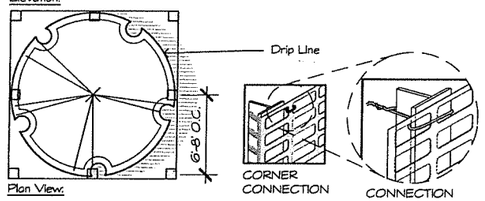
ALL TREES THAT ARE TO BE REMOVED PER THE LANDSCAPE DEMO PLAN AND SCHEDULE ABOVE MUST BE REPLACED WITH EXISTING SIZES & SPECIFICATOIN PREVIOUSLY SUBMITTED. REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.



6h "Perimeter Plus" construction fence by Conwed Plastics or owner's representative approved equal. Submit product information for approval prior to installation.

8' Tall metal "T" posts or 2' x 2' x 8' pressure treated wood posts with 24" burial belo

Elevation:



Plan View:

Installation Notes:

A. Post selection should be based on expected strength needs and the length of time fence will be in place. flexible fiberglass rod posts are recommended for parks, athletic events and crowd control Installations. metal "t" posts or treated wood posts are typically used for construction and other applications.

B. Posts should be driven into the ground to a depth of 1/4 of the height of the post. for example, a 8' post should be set at least 2' into the ground.

C. Space posts every 6' (min.) to 8' (max.). d. secure fencing to post with nylon cable ties (available from conwed plastics). wood strips may be also be used to provide additional support and protection between ties and posts.

NOTE: If wire ties are used, avoid direct contact with fence. wire may damage fence over time.

1 **TREE PROTECTION**
Scale: NTS

RECEIVED
DA-21-01
OCT 01 2021
Land Development Division

NORTH
0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE
1			
-			
-			

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP
493 Tennessee Ave. Lecanto, FL 34461 352.746.6422 // millsdg.com

THESE PLANS ARE THE PROPERTY OF MILLS DESIGN GROUP. COPYRIGHT LAWS: ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BLVD. SUITE 100
ATLANTA, GA 30339
(770) 431-7600

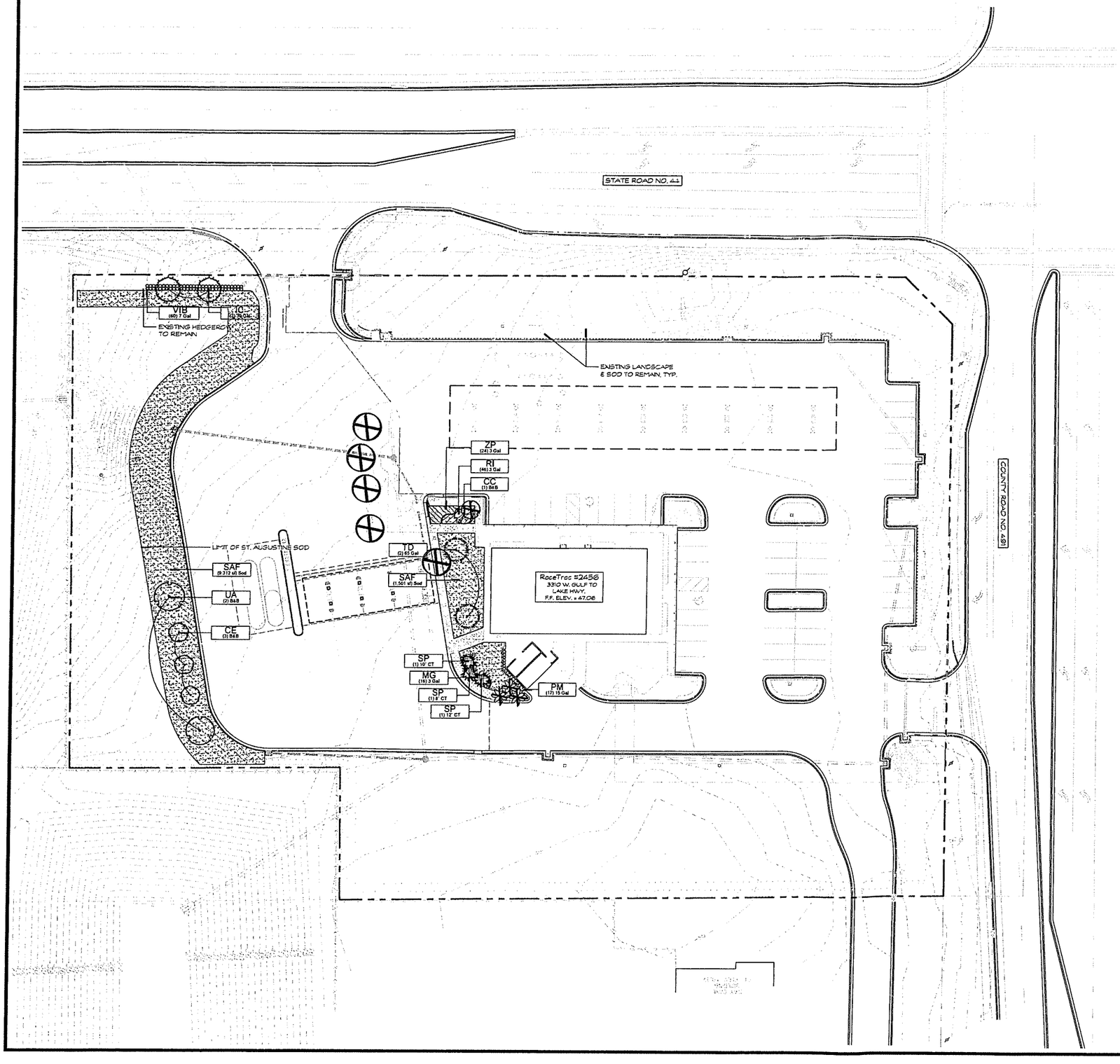
Landscape Demo Plan

RACETRAC #2456 - Lecanto EDO

3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN BY	AP
PROJECT NUMBER: 024-037	
L1.11	0
SHEET NO.	VERSION

Attachment: Revised Exhibit F landscaping (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	CC	1	Eastern Redbud	Cercis canadensis
	CE	3	Buttonwood	Conocarpus erectus
	IC	2	Dahoon Holly	Ilex cassine
	TD	2	Bald Cypress	Taxodium distichum
	UA	2	American Elm	Ulmus americana

PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SP	1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	PM	17	Podocarpus	Podocarpus macrophyllus
	VIB	60	Walter's Viburnum	Viburnum obovatum

SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	MG	16	Pink Muhly Grass	Muhlenbergia capillaris
	RI	46	White Indian Hawthorn	Rhaphiolepis indica 'Alba'
	ZP	24	Coontie	Zamia pumila

SOD/SEED	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SAF	11,451 sf	Floritam St. Augustine Sod	Stenotaphrum secundatum 'Floritam'

REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.

RECEIVED
DA-21-01
OCT 01 2021
Land Development Division

NORTH
0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE
-	-	-	-

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP
407.259.5455 // MillsDG.com

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Landscape Plan

RACETRAC #2456 - Lecanto EDO

3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN-BY	AP
PROJECT NUMBER: 024-037	
SHEET NO.	L1.12 0

Attachment: Revised Exhibit F landscaping (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 819 4/19/2017 7:52 AM 1 Receipt: 2017015992
RECORDING $511.50

$
CHARGE TO: BCC
RETURN TO: COMM. RECORDS

DEVELOPMENT AGREEMENT

CITRUS COUNTY FLORIDA

This Development Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 11th day of April, 2017, by and among Citrus County, Florida, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450 (hereinafter referred to as "County"), Gishorn, LLC, a Florida limited liability company whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059 (hereinafter referred to as "Owner"), and RaceTrac Petroleum, Inc., a Georgia corporation, whose mailing address is 3225 Cumberland Boulevard, Atlanta, Georgia 30339 (hereinafter referred to as "Developer") (hereinafter all of the above referred to as the "Parties").

RECITALS

WHEREAS, it is the function of the County to protect public and private property and to coordinate development within the County as provided by the laws of the State of Florida; and

WHEREAS, it is the function of the County to prevent the creation of health and safety hazards or conditions which result in a detriment to citizens; and

WHEREAS, this Agreement is authorized by Section 163.3220 et. seq., Florida Statutes, and Chapter 12, of the Citrus County Land Development Code, as they existed as of the Effective Date;

WHEREAS, the Citrus County Land Development Code Ordinance 2012-06, allows the execution of a Development Agreement to include agreed upon conditions, the timeline of construction, hours of operation, maintenance agreements, and reference of amenities and performance bonding for private and public improvements, as based upon County ordinances and development approval conditions outlined herein; and

WHEREAS, the Developer is desirous of developing land within the county more particularly described in Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as the "Development Parcel"); and

WHEREAS, the Developer would like to request approval from the Board of County Commissioners of Citrus County (hereinafter the "BOCC") to construct a development known as a RaceTrac Neighborhood Market on the Development Parcel (hereinafter referred to as the "Development") subject to the conditions outlined herein; and

WHEREAS, the Development as set forth herein is consistent with the Citrus County Comprehensive Plan and Citrus County Land Development Code; and

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

WHEREAS, this Agreement was presented to the BOCC at a duly noticed public hearing on _____, 2017 in accordance with the requirements of Florida law and codes and ordinances of Citrus County, Florida; and

WHEREAS, the Parties hereto desire to enter into this legally binding Agreement in reference to the aforesaid Development,

NOW, THEREFORE, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

1. **Recitals**. The foregoing recitals are true and correct and are expressly incorporated herein by reference.

2. **Effective Date & Recording**. Pursuant to Section 163.3239, Florida Statutes, this Agreement shall be recorded by Owner with the Clerk of the Circuit Court of Citrus County within five (5) business days of the last party's execution. Owner shall pay the cost of recording. This Agreement will only become effective when it is properly recorded in the public records of the County (the "Effective Date").

3. **Agreement Term and Extensions**. Unless otherwise provided in this Agreement, this Agreement shall be valid for ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Parties, subject to a public hearing pursuant to Section 163.3225, Florida Statutes. Notwithstanding the foregoing, the rights, privileges, obligations and covenants of Developer and the County shall survive the completion of the work of Developer with respect to completing the transportation, storm water, potable water, reclaimed water and/or wastewater facilities and services to any phase area and to the Development Parcel as a whole.

4. **Owner Representations.** Owner represents that it is the current fee simple owner of the Development Parcel identified on Exhibit A and Developer is authorized to enter into this Agreement. Owner acquired its fee interest in the Development Parcel via the instruments attached hereto as Exhibit B.

5. **Developer Representations**. Developer represents that it has the right to enter into this Agreement. Developer further represents that, if approved, it intends to begin construction of the Development as indicated in the conceptual site plan attached hereto as Exhibit C and made part hereof by reference (hereinafter referred to as the "Conceptual Site Plan") within approximately 6 months from the Effective Date and complete the Development within approximately 18 months from the Effective Date. Notwithstanding anything to the contrary, the maximum intensity of development on the Development Parcel shall not exceed 10,000 square feet with respect to the convenience store building together with the other improvements set forth on the Conceptual Site Plan.

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

6. **Agreement Precedence.** The Parties agree, and all other future third parties are hereby put on notice that the rights of the County, the development limitations and all other matters affecting the Development, pursuant to the covenants of this Agreement, are in all ways superior in right, title, and interest to any subsequent mortgage, mechanics lien, or lien of any other type or other legal or equitable interest, and that the rights of the County as contained herein and the development limitations or permissions contained herein or conferred, while not creating a lien on the Development Parcel, shall not be in any way subject to foreclosure or elimination due to subsequent event or the rights of third parties which are not otherwise expressly set forth herein. The rights outlined herein shall run with the land unless terminated as provided in this Agreement.

7. **Fees.** For all new development authorized by this Agreement all applicable impact fees, development review fees, building permit fees, and all other fees of any type shall be paid by the Developer in accordance with the County Fee Schedule and in such amount applicable as they become due and payable except as is otherwise specifically provided herein.

8. **Equitable Estoppel and Vested Rights Option.** The Parties agree that the County's willingness to enter into this Agreement, the staff approval or recommendation relative to the proposed Development, land use plan designations, the passage of ordinances attempting to modify the land use designations, submittals to or before the BOCC, and any other act in furtherance of this Agreement by the County, including negotiations leading up to the execution of this Agreement, shall not be used by Owner, Developer, or their respective successors in interest in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to the approval of such proposed Development in the event that this Agreement does not take effect in all material respects. The Parties further agree that any and all actions by the County, Owner or Developer or their representatives in negotiation of this Agreement, including all efforts in the implementation of this Agreement or submittals to other governmental bodies, shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel. In the event that it is not possible to implement this Agreement fully, the Parties' legal positions will be identical to the legal positions that they would have maintained if the proposed Development of the Development Parcel had never been discussed among them, unless otherwise specifically identified in this Agreement. Notwithstanding the foregoing, it is recognized between the Parties that at the end of the term of this Agreement, the Owner and/or Developer may proceed through a vested rights determination as provided by the County Code in effect at the time of such vested rights application.

9. **Required Permits.**

9.1 Local development permits and/or orders which will need to be approved and issued include, but are not limited to, any final local development order authorizing construction under the concurrency provisions of the County's comprehensive plan.

9.2 All government approvals and permits for the Development Parcel shall be obtained by the Developer at the Developer's sole cost. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government,

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Florida Department of Environmental Protection, Florida Department of Transportation and the Southwest Florida Water Management District.

9.3 In the event any approvals necessary for the Development are not received, action and reliance on this Agreement and expenditures in pursuant of its terms and of any right accruing to the Owner and/or Developer shall not vest any development rights in said parties, or their successors or assigns, nor shall it constitute partial performance entitling said parties to a continuation of this Agreement.

9.4 Developer shall, prior to the start of any site preparation activity, at the Development Parcel, including, clearing, grubbing, grading, etc., obtain from the County all applicable permits in accordance with the requirements of all pertinent County ordinances.

9.5 All Parties specifically agree that any permits issued in accordance with appropriate County ordinances, shall automatically be revoked by the County if the Developer, its contractors or subcontractors or builders fail to comply with any portion of this Agreement, after the County provides written notification to the Developer and the Developer is provided a minimum of fourteen (14) days to remedy the situation, but fails to do so. Exception shall be made for erosion control and dust control where the Developer shall be required to immediately correct the violation.

10. Terms. Developer intends to develop the Development Parcel consistent with what is indicated on the Conceptual Site Plan. The Developer shall comply with additional conditions, terms, restrictions, and/or other requirements as may be reasonably approved by the County when determined necessary for the public health, safety or welfare of its citizens as it applies to land development standards for such components as utilities (drainage, water, and sewer), signs, transportation facilities/access, landscaping/buffering, and other Land Development Code design standards, including but not limited to the Special Conditions outlined in Exhibit D attached hereto and made part hereof by reference (hereinafter referred to as the "Special Conditions"). To the extent terms outlined in the Special Conditions are inconsistent with the terms outlined in other portions of this Agreement, the terms outlined in the Special Conditions shall take precedence.

11. Disclosure Responsibility. Owner assumes responsibility for disclosure of the conditions, terms, restrictions, and/or other requirements to subsequent tenants or purchasers of the Development Parcel. The County reserves its enforcement rights granted whether or not subsequent ownership or lessees have "actual" or constructive knowledge of this Agreement or any potential violations hereunder.

12. Requirements During Construction.

12.1 All erosion and sedimentation controls shall be installed and maintained in accordance with an approved plan and report by a Department of Environmental Protection Permit prior to any other construction activity occurring at the Development.

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

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12.2 For construction activities performed by the Developer pursuant to this Agreement, the Developer is also responsible for ensuring that water and wastewater service at the Development Parcel, and any off-site areas affected by Developer's activities, remains active without interruption to existing utility customers. If interruption of utility service is necessary, the Developer must obtain written authorization from the County.

12.3 During construction activities performed by the Developer pursuant to this Agreement, the Developer shall police the construction area daily, keeping the site safe and free and clear of all rubbish, refuse, brush, debris, and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the County until such time as the accumulated matter is removed from the site by the Developer provided that the County, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, and debris shall be in accordance with County ordinances and shall require a separate permit.

12.4 Throughout the time that the Development is being constructed, the Developer shall maintain all storm water detention and best management practices as required by County ordinances.

12.5 During the construction of any and all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard.

12.6 Unless otherwise exempted pursuant to the County ordinances, the Developer shall not erect nor permit any agent of the Developer to erect any sign related to the Development unless first obtaining a sign permit from the County.

13. Inspections. All Parties to this Agreement give specific permission for the County, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency the County deems appropriate in order to insure construction in accordance with approved specifications. The Developer shall notify the County twenty four (24) hours prior to the following activities: excavating, embankment construction, detention pond construction, installation of storm sewers, under drain, subgrade, base course, binder course, wearing course, and commencement of seeding.

14. Insurance. The Developer shall cause its contractors and/or subcontractors to obtain and maintain liability and other commercially reasonable insurance coverage customarily maintained in similar developments, in amounts required by the County to furnish certificates of insurance to the County, whenever contractors are installing improvements located on existing public road rights-of-way and as may otherwise by required by the County. All insurance policies shall name Citrus County, a political subdivision of the State of Florida, as an additional insured.

15. Transfer. It is specifically understood by all Parties that this Agreement is binding upon all Parties, their successors and assigns. This Agreement shall constitute a covenant running with the land and shall be recorded in the Public Records of the County as provided herein.

16. Entire Agreement, Amendments, Applicable Law & Venue. This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect among the Parties, made with respect to the matters herein contained, and when duly executed, constitutes the agreement among the Parties. No additions, alterations, variations or waivers to this Agreement shall be made except by written agreement executed with the same formality of this Agreement and shall be governed by the process set forth in Section 163.3225, Florida Statutes, and the public hearing process set forth in Chapter 12 of the Land Development Code. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County. Citrus County, Florida shall be the venue for any legal proceeding pertaining to the subject matter of this Agreement.

17. Notices. Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by any party shall be in writing, hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested or by FedEx or other nationally recognized overnight courier. Such written notice shall be addressed as follows:

County: Citrus County, Florida, a political subdivision of the state of Florida
Attn: County Administrator
110 N. Apopka Avenue
Inverness, FL 34450

Copy to: Citrus County, Florida, a political subdivision of the state of Florida
Attn: County Attorney
110 N. Apopka Avenue
Inverness, FL 34450

Owner: Gishorn, LLC
Attn: Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

Copy to: Sitko Bruno LLC
Attention: Judy A. Bruno, Esq.
2740 Smallman St.
Suite 300
Pittsburgh, PA 15222

Developer: RaceTrac Petroleum, Inc.
Attn: Philip F. West, Esq.
3225 Cumberland Boulevard

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Atlanta, GA 30339

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Any party may, by subsequent written notice, designate a different address or party for receiving notice.

18. **Disclaimers & Limitations on Liability.** The Parties deem each other to be independent contractors, and not agents of the other.

19. **Indemnity.**

(a) Developer shall indemnify completely, defend and save harmless the County, its elected officers and Commission Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of the Developer, its respective agents, employees, servants, licensees, invitees or contractors or by any person under the control or direction of Developer in connection with the Development, and shall indemnify the County as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by the Developer of any covenant, condition, agreement or provision contained in this Agreement.

(b) Owner shall indemnify completely, defend and save harmless the County, its elected officers and Commissioner Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise or be related to the gross negligence or willful misrepresentation of Owner.

(c) To the extent allowed by State law, including but not limited to Chapter 768, Florida Statutes, County agrees to hold Owner and Developer harmless from negligent acts or commissions of County, its officers, employees, or agents arising out of their activities related to this Agreement. Nothing contained herein shall be constructed as a waiver by the County of its rights to sovereign immunity under Section 768.28, Florida Statutes, nor shall entering into this Agreement by construed as a waiver of the sovereign immunity limits established by State law.

(d) The aforesaid indemnities shall survive the completion of the Development and the termination of this Agreement.

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

20. Force Majeure. No party shall be liable or responsible to any other party by reason of the failure or inability of such party to take any action it is required to take or to comply with the requirements imposed hereby (or any injury to another party or by those claiming by or through such other party), which failure inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean Acts of God; strikes; lock-outs or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics, breakdown of or damage to machinery, road systems, drainage or flood control systems, traffic control devices, pumps or pump lines; landslides; earthquakes; fires; storms (including but not limited to hurricanes); floods or washouts; arrests, title disputes or other litigation; governmental restraints of any nature whether Federal, State, County, Municipal or otherwise, whether civil or military; civil disturbances; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether Federal, State, County, Municipal or otherwise, whether civil or military; or by other causes, whether or not the same kind as enumerated herein, not within the sole control of the party claiming force majeure and which by exercise of due diligence such claiming party is unable to overcome.

21. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of any action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

22. Disclaimer of Security. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges that it has no pledge or lien upon any real property (including, specifically, the County's transportation or utility systems), any personal property, or any existing or future revenue source of the County (including, specifically, any revenue or rates, fees, or charges collected by the County in connection with any County system) as security for any amounts of money payable by the County under this Agreement.

23. Enforcement. As provided by Section 163.3243, Florida Statutes, any party to this Agreement may file an action for injunctive relief to enforce the terms of this Agreement.

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

25. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

26. Time. Time is the essence for each and every term of this Agreement.

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

27. Counterparts & Captions. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

28. Waivers & Extensions. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

29. Construction. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders.

[Signatures appear on the following pages]

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IN WITNESS WHEREOF, the Parties, having read, understood and freely agreed to the conditions herein, and being duly authorized and intending to be legally bound hereby, and to legally bind the successors, assigns, grantees, agents and officers of the parties, do hereby seal and deliver this Agreement on the day set forth below.

Signed and sealed this 17th day of April, 2017.

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

"COUNTY"

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Scott Carnahan, Chairman

ATTEST: _____
Angela Vick, County Clerk

Approved as to Form:

_____
Denise A. Dymond Lyn, County Attorney

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 17th day of April, 2017, by Scott Carnahan, who is known to me ✓ or produced ___ as identification as Chairman of Citrus County, Florida, a political subdivision of the State of Florida, on behalf of Citrus County.

SALLY L. PARKER
Commission # FF 171966
Expires December 29, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public
State of Florida at Large

My Commission Expires:

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

"OWNER"

Witnesses:

GISHORN, LLC, a Florida limited liability company

Printed Name: Matthew T. Mitsch

By: Mark Gissendaner
Name:
Title: Pres. Mgr.

Printed Name: Rose Mary Mitsch

STATE OF PA
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 3 day of April 2017, by MARK Gissendaner, as _____ of Gishorn, LLC, a Florida limited liability company, who is known to me ✓ or who produced _____ as identification and who did ___ or did not ___ take an oath

Notary Public

My Commission Expires: Nov 21, 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rose Mary Mitsch, Notary Public
Shaler Twp., Allegheny County
My Commission Expires Nov. 21, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 830 4/19/2017 7:52 AM 12 Receipt: 2017015992
RECORDING $511.50

"DEVELOPER"

Witnesses:

RACETRAC PETROLEUM, INC.,
a Georgia corporation

Sarah R McGowan
Printed Name: SARAH R MCGOWAN

By: Brian Thornton
Name: BRIAN THORNTON
Title: VICE PRESIDENT

Jon Janssen
Printed Name: Jon Janssen

STATE OF GEORGIA
COUNTY OF ~~COBB~~ FULTON

The foregoing instrument was acknowledged before me this 9 day of FEBRUARY 2017, by Brian Thornton, as Vice President of RaceTrac Petroleum Inc., a Georgia corporation, who is known to me X or who produced _____ as identification and who did ____ or did not X take an oath

MARK D HUDGINS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 21, 2020

Notary Public

My Commission Expires: 9/21/20

\7\425 - # 10435391 v5

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 831 4/19/2017 7:52 AM 13 Receipt: 2017015992
RECORDING $511.50

EXHIBIT LIST

EXHIBIT A	Development Parcel Legal Description & Sketch
EXHIBIT B	Owner's Deed
EXHIBIT C	Conceptual Site Plan
EXHIBIT D	Special Conditions
EXHIBIT E-1	County's Cost Estimate Right Turn Lane and Modify County Road 491 Driveway
EXHIBIT E-2	County Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond
EXHIBIT F	Developer's Landscape/Buffering Plan
EXHIBIT G	Developer's Signage Plan
EXHIBIT H	Gishorn Agreement

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 832 4/19/2017 7:52 AM 14 Receipt: 2017015992
RECORDING $511.50

Exhibit "A"

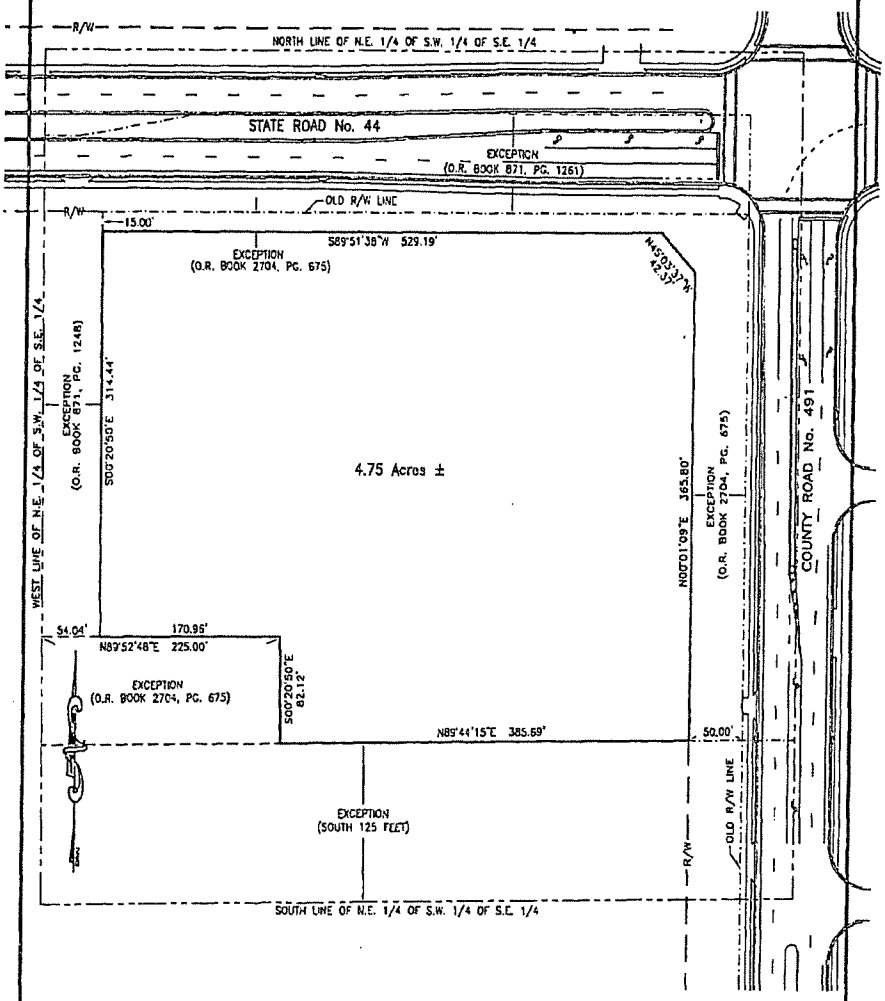
Development Parcel Legal Description & Sketch

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 833 4/19/2017 7:52 AM 15 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

EXHIBIT 'A'



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CITRUS, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4, EXCEPT THE SOUTH 125 FEET AND EXCEPT RIGHTS-OF-WAY OF S.R.#44 AND S.R. #491, IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY,FLORIDA.

LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871,PAGE 1248 AND AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871, PAGE 1261, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2704, PAGE 675, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
1" = 100'	1-31-17

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 834 4/19/2017 7:52 AM 16 Receipt: 2017015992
RECORDING $511.50

Exhibit "B"

Owner's Deed

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 835 4/19/2017 7:52 AM 17 Receipt: 2017015992
RECORDING $511.50

2011043436 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $35.50
DOCUMENTARY TAX: $0.70
2011043436 BK:2645 PG:315
10/25/2011 12:00 PM 4 PGS
JCARROLL,DC Receipt #038186

PIN #: 18190423110

Prepared by and return to:
Judy A. Bruno, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 11th day of October, 2011 by:

Mark Gissendaner, an individual, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, and **Kim Ann Kloecker, an individual**, with an address at 2118 Strong Road, Waterford, Pennsylvania 16441

hereinafter collectively called the Grantor, to:

GISCHORN, LLC, a Florida limited liability company, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059

hereinafter called the Grantee.

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of **Ten Dollars and No/100ths ($10.00)** and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Citrus, State of Florida (the "Property"), to wit:

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

N.E. ¼ of S.W. ¼ of S.E. ¼ except S. 125 feet and except right-of-way of S.R. #44/491, Section 4, Township 19 South, Range 18 East, a/k/a S.W. Corner S.R. 44 & 491, Lecanto, Florida.

Less the following Parcel for State Road No. 44 as conveyed by Warranty Deed (Book 871, page 1248):

STATE ROAD NO. 44 – PARCEL 1051

Commence at the NW Corner of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida, thence S. 0° 38' 32" E. along the West line of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, a distance of 125.69 feet to the POINT OF BEGINNING, thence continue S. 0° 38' 32" E. along said line a distance of 330.00 feet, thence N. 89° 35' 06" e. 54.04 feet, thence N. 0° 38' 32" W. 330.00 feet, thence S. 89° 35' 06" W. 54.04 feet to the Point of Beginning.

Commonly known as: 00810 S Lecanto, Lecanto, FL

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

UNDER AND SUBJECT TO all easements, rights-of-way, restrictions, leases, matters and conditions appearing in prior instruments of record and all easements, rights-of-way, restrictions, leases, matters and conditions to which Grantor's title is subject.

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

AND the Grantor hereby covenants with the 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 this land; that the Grantor hereby specially warrants the title to the land, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is from individuals to a limited liability company, which limited liability company is comprised solely of the individuals as members, and is therefore subject to the minimum amount of transfer tax of $0.70.

The individuals that comprise the Grantor do hereby state that the property conveyed is not the residence of either individual.

[signature lines on next page]

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IN WITNESS WHEREOF, the Grantor has executed this document as of this 11 day of Oct., 2011.

WITNESS:

Print Name: GLENN A HOFFIELD

MARK GISSENDANER, an individual

Print Name: Kathleen Baynard

KIM ANN KLOECKER, an individual

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARK GISSENDANER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 11 day of Oct, 2011.

My commission expires: Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Alice McCafferty, Notary Public
Richland Twp., Allegheny County
My Commission Expires Dec. 27, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Erie)

BEFORE ME, a Notary Public in and for said county and state, personally appeared KIM ANN KLOECKER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 17th day of October, 2011.

My commission expires: Notary Public

NOTARIAL SEAL
J KEVIN MAJEWSKI
Notary Public
WATERFORD TWP., ERIE COUNTY
My Commission Expires Jun 15, 2014

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

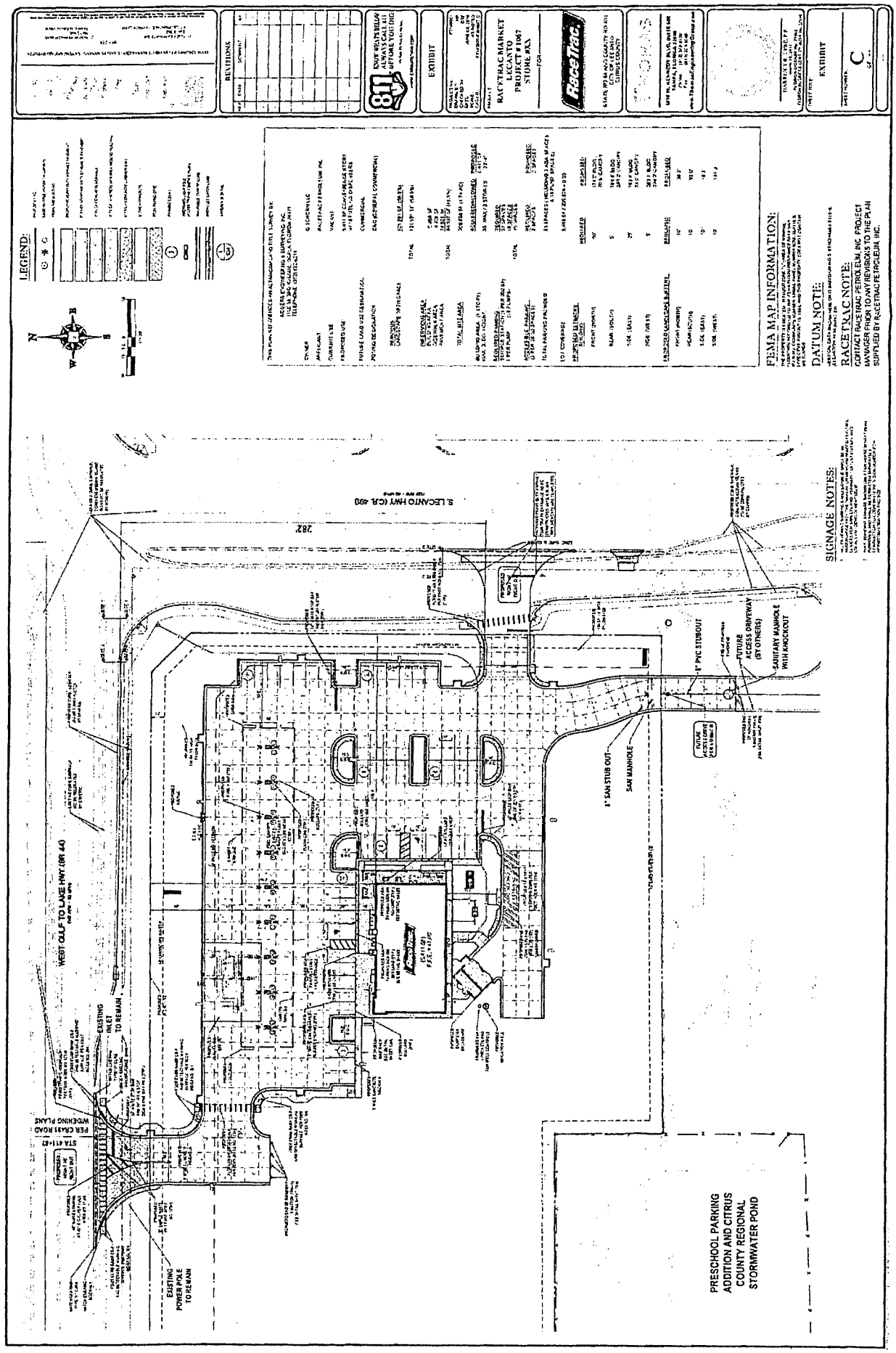
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 839 4/19/2017 7:52 AM 21 Receipt: 2017015992
RECORDING $511.50

Exhibit "C"

Conceptual Site Plan

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 840 4/19/2017 7:52 AM 22 Receipt: 2017015992
RECORDING $511.50



Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 841 4/19/2017 7:52 AM 23 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Exhibit D
"Special Conditions"

Overview:

The Development Parcel is located at the southwest corner of the intersection of CR 491 and SR 44. The County is planning to undertake the construction of certain improvements to CR 491 (the "CR 491 Improvements") which will include an interconnected cross access drive along the west side of CR 491 from the south property line of the Development Parcel to a point adjacent to the west extension of West Laurel Street.

To comply with access management standards (County driveway/intersection separation requirements), improve safety and mobility, relieve congestion at the intersection arising from the Development Parcel and to accommodate the Developer's desire to have a left turn out onto CR 491 northbound, it is necessary for traffic to enter CR 491 to the south of the Owner's parcel. This will require cross access and construction of improvements. The cross access drive and improvements are to be completed with the widening of CR 491, or as contemplated herein, in front of the adjacent parcel owned by Adjacent Owner A-1 Yards & Sweeping. Adjacent Owner A-1 Yards & Sweeping operate a daycare facility on the site that caters to developmentally disabled children as well as other children. At present, school buses stop on CR 491 to load and unload children which creates an ever more hazardous condition as traffic flows increase with time. Bus loading and off-loading is therefore preferred off the CR 491 right-of-way.

Drainage retention located entirely on the Development site will diminish the useful area of the site and if bus loading and unloading are moved off CR 491 onto the Adjacent Owner A-1 Yards & Sweeping site, drainage retention will be required for these improvements. Additionally, drainage retention will be required for the County's road widening improvements at the south side of SR 44 on CR 491. It is preferable to accomplish all drainage retention at a single regional site rather than individual drainage retention areas scattered across all parcels.

A regional drainage retention area (RDRA) site has already been acquired by the County and construction of the RDRA is permitted by the Southwest Florida Water Management District (SWFWMD) and is to be completed in conjunction with the CR 491 improvements, or as contemplated herein. Said RDRA is indicated in Citrus County Regional Stormwater Pond and Preschool parking Addition plans and in the Developer's Conceptual Site plan, Exhibit C.

After construction of the RDRA, the County will own, operate and maintain the facility thereafter as part of its storm water utility, which will require proportional reimbursement of annual maintenance costs to the County. The RDRA can accept drainage in accordance with the County's Southwest Florida Water Management District permit from the Development Parcel, Parcel No. 1819040000231200000 also known as the A-1 Yards & Sweeping parcel, Parcel No. 1819040000232200000 also known as the Gaudette parcel as well as the expanded CR 491 roadway. Based on 70% impervious surface area, the Development Parcel is able to discharge

up to 3.6 Acre-Feet of storm water; which is 40.49% (the Development Parcels proportional share) of the County's RDRA total volume. As the RDRA will be owned and perpetually maintained by the County as a part of its storm water utility network in accordance with the County's SWFWMD permit; and as the Development Parcel contributes storm water runoff to the RDRA, the OWNER will be required to reimburse the COUNTY their proportional share (40.49%) of the RDRA's annual maintenance cost. The proportional share of the annual maintenance cost will be assessed and invoiced to the OWNER in the beginning of each calendar year for the previous year's costs associated with the RDRA. However, said proportional maintenance costs shall not be attributed or invoiced to the OWNER until the January after the Certificate of Occupancy is issued to the Development. The County, in accordance with its SWFWMD permit will finalize the certification and permit close out process for the RDRA.

Staff recommends and the Parties agree to the following conditions:

1. At its sole expense, the County agrees to construct the right turn lane on CR 491 to the Development Parcel and to modify the CR 491 driveway into the Development Parcel in the location depicted on the Conceptual Site Plan (i.e., removing the temporary driveway and reconstructing it in the new location). A cost estimate for such improvements is set forth on Exhibit E-1 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). The County also agrees to relocate, at its sole expense, a 12" water line located on CR 491 as part of the CR 491 improvements.

2. The Developer agrees to construct a portion of County RDRA pursuant to the fully permitted plans approved by the County Engineering Department for such improvements, including excavating and installing a portion of the County RDRA, stockpiling excavated material, installing a silt fence, orange safety fence, clearing and grubbing and installing sod on the north, west, and east side slopes and hydroseeding the south slope of the County RDRA, all in accordance with Exhibit E-2 and in an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14. A cost estimate for such improvements is set forth on Exhibit E-2 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). Notwithstanding the foregoing, the County shall maintain ownership of all associated excavated material and, at its sole expense, shall be responsible for relocating said excavated material in connection with the CR 491 improvements.

3. In the event that the County commences the work described in Section 2 of these Special Conditions as part of the CR 491 Improvements before the Developer does so, and in lieu of the Developer performing the work described in Section 2 hereof, the Developer agrees to pay the County an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14, within thirty (30) days following the County providing the Developer with a statement of completion establishing that the work described in Section 2 hereof has been fully completed. Irrespective of whichever party performs the work described in Section 2, the County and Developer agree that such initial work shall include the amount of storm water capacity in the County RDRA that is needed for the Development. In addition, upon completion of construction,

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

inspection, and approval by the County, all improvements constructed within the right-of-way or County property shall become County owned and maintained.

4. The County and the Developer agree that a manhole with knockout and stub out of a 8" PVC gravity sewer line needs to be extended to the south property line of the Development Parcel in the location generally depicted on the Conceptual Site Plan in a manner such that the County can connect to the gravity sewer line during the construction of the CR 491 Improvements (the "Gravity Sewer Line Work"). In the event that the Developer completes the Gravity Sewer Line Work, the County agrees to construct the paved access drive up to the south property line of the Development Parcel as depicted on the Conceptual Site Plan. In the event that the County completes the Gravity Sewer Line Work, the Developer agrees to construct the paved access drive up to the sanitary manhole with knockout.

5. Once a Certificate of Occupancy has been issued to the Development Parcel, the County agrees to continuous uninterrupted water/wastewater utility service to the Development Parcel at all times during the construction of the CR 491 Improvements.

6. The Developer acknowledges that a 6" force main may be located in an area adjacent to the Development Parcel on SR 44 and Developer agrees, at its sole expense, to relocate the force main, to the extent necessary, as part of constructing access improvements to the Development Parcel.

7. Unless otherwise set forth and depicted on the Landscape/Buffering Plan in Exhibit F, attached hereto and incorporated herein by this reference (The "Developer's Landscape/Buffering Plan"), the Development will comply with the standards of the Land Development Code regarding landscaping as contained in Chapter Five, Landscaping, Buffering, and Tree Preservation, as well as Section 3745, Design Standards for Small Nonresidential Development Projects, in the County's Land Development Code.

8. Unless otherwise set forth and depicted on the RaceTrac Signage Plan as set forth on Exhibit G attached hereto and incorporated herein by this reference (the "Developer's Signage Plan"), including without limitation an additional forty-five (45) square feet of additional wall sign copy area beyond that allowable in the Land Development Code and a reduced freestanding sign setback on SR-44 of 10 feet instead of 20 feet from the property line, the Developer will comply with the sign standards outlined in Chapter Nine, Signs, of the Land Development Code.

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 844 4/19/2017 7:52 AM 26 Receipt: 2017015992
RECORDING $511.50

Exhibit "E-1"

County's Cost Estimate Right Turn Lane and Modify County Road 491

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

\7\425 - # 10435391 v8

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 845 4/19/2017 7:52 AM 27 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

March 16, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Clearing & Grubbing	0.08 AC	$ 15,000.00 AC	$ 1,200.00
Remove Asphalt	3,866 SF	$ 5.00 SF	$ 19,330.00
Remove Type-F Curb & Gutter	263 LF	$ 10.00 LF	$ 2,630.00
Earthwork/Grading	1 LS	$ 3,000.00 LS	$ 3,000.00
Asphalt	4,665 SF	$ 10.00 SF	$ 46,650.00
Construct Type-F Curb & Gutter	335 LF	$ 25.00 LF	$ 8,375.00
Construct 6' Concrete Sidewalk	1,290 SF	$ 5.00 SF	$ 6,450.00
Construct H/C Ramps	2 EA	$ 750.00 EA	$ 1,500.00
Striping/Signage	1 LS	$ 2,500.00 LS	$ 2,500.00
Sod Disturbed Areas	1,510 SF	$ 0.40 LS	$ 604.00
Geotech	1 LS	$ 750.00 LS	$ 750.00
SUBTOTAL COST OF CONSTRUCTION			$ 92,989.00
Mobilization/Gen. Conditions/Overhead & Profit/MOT (20%)			$ 18,597.80
Design & Permitting			$ 10,000.00
Contingency (5%)			$ 6,079.34
TOTAL COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:			$ 127,666.14

TIPTON ASSOCIATES INCORPORATED

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 846 4/19/2017 7:52 AM 28 Receipt: 2017015992
RECORDING $511.50

Exhibit "E-2"

County's Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 847 4/19/2017 7:52 AM 29 Receipt: 2017015992
RECORDING $511.50

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

January 19, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC DRA:

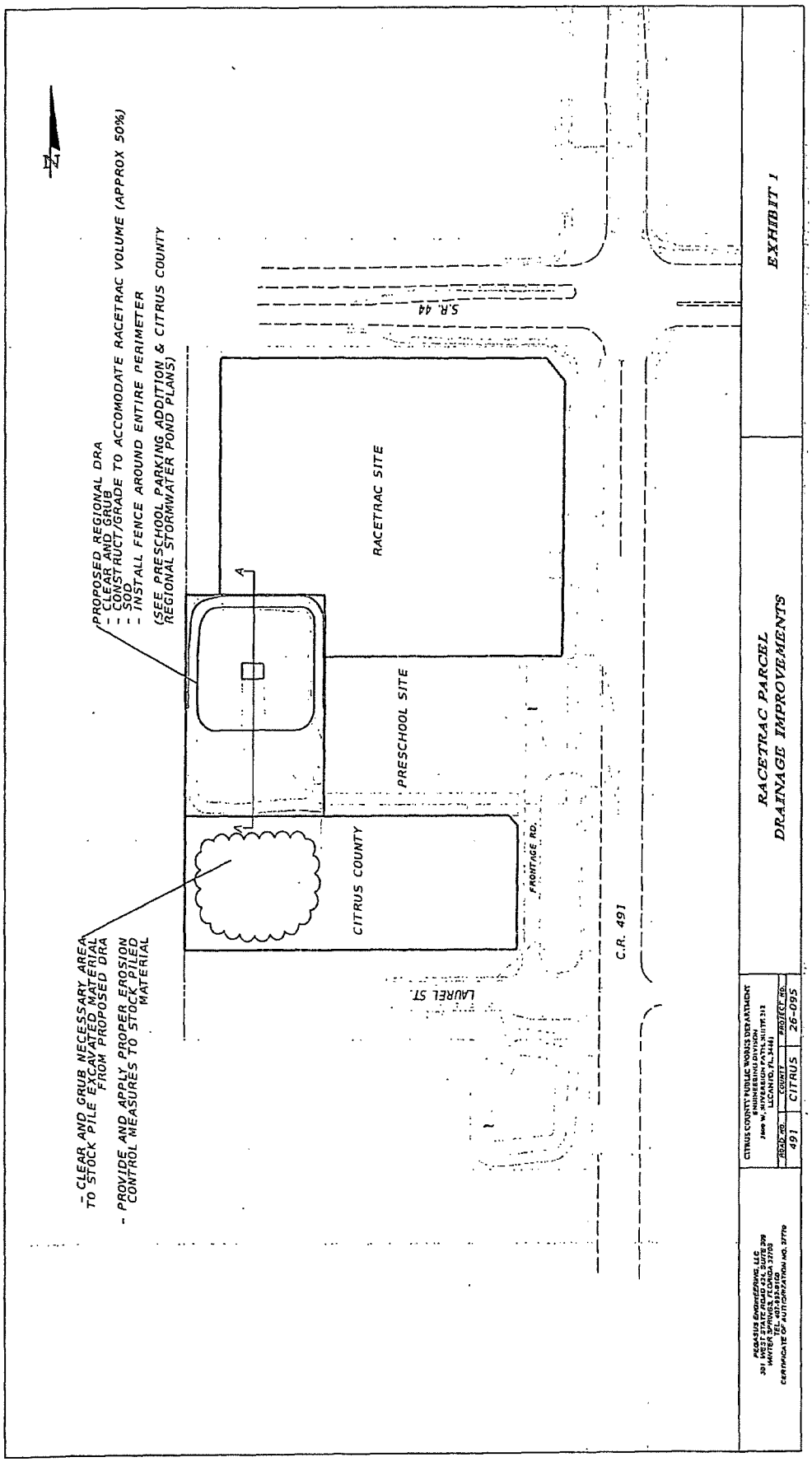
DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Sediment Barrier	1,404 LF	$ 1.50 LF	$ 2,106.00
Clearing & Grubbing	2.00 AC	$ 15,000.00 AC	$ 30,000.00
Excavation	9,506 CY	$ 4.55 CY	$ 43,252.30
Outfall Structure	232 SY	$ 40.00 SY	$ 9,280.00
Fencing - Type B (6' Height)	1,024 LF	$ 11.00 LF	$ 11,264.00
Fence Gates - Type B (Single Swing) (12')	1 EA	$ 650.00 EA	$ 650.00
Performance Turf	4,348 SY	$ 2.24 SY	$ 9,739.52
SUBTOTAL COST OF CONSTRUCTION			$ 106,291.82
Mobilization/Gen. Conditions/Overhead & Profit (20%)			$ 21,258.36
TOTAL COST TO CONSTRUCT RACETRAC DRA:			$ 127,550.18

EXCLUSIONS: Stormwater Piping/Structures from RaceTrac Site

TIPTON ASSOCIATES INCORPORATED

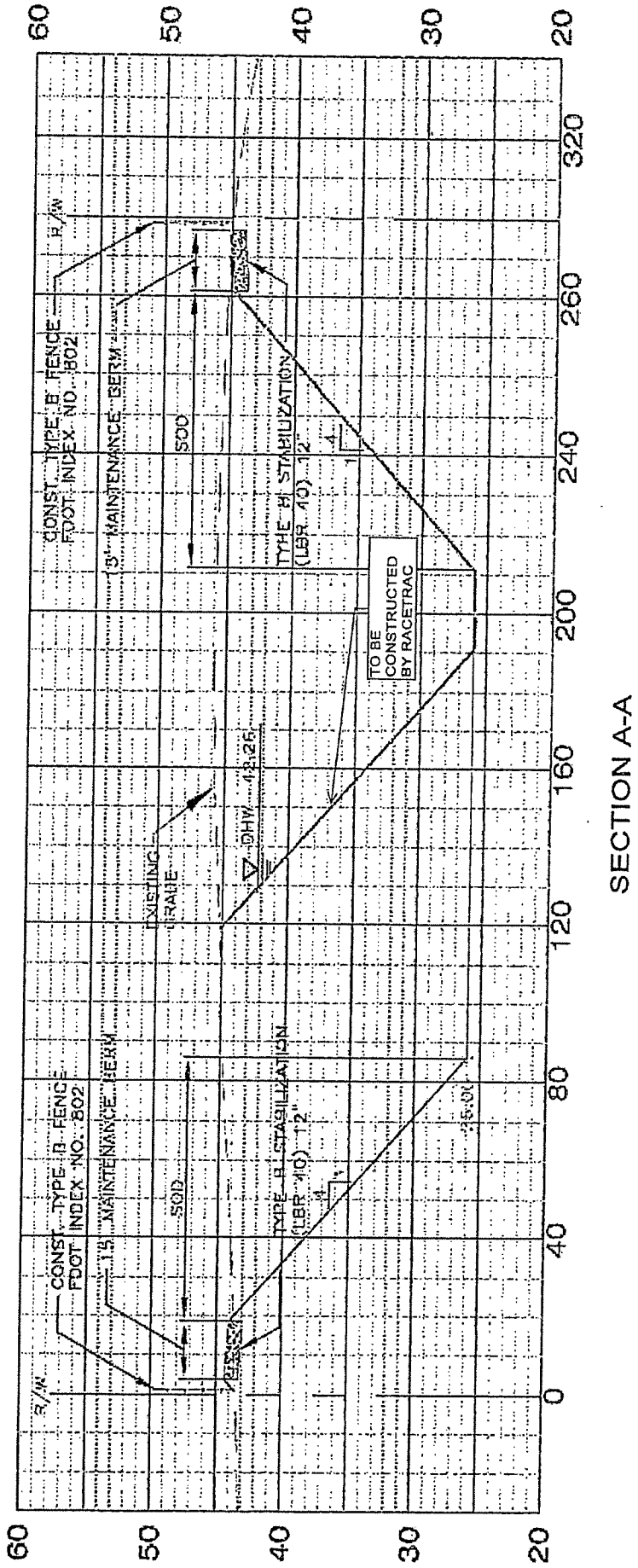
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#2017017856 BK: 2823 PG: 849 4/19/2017 7:52 AM 31 Receipt: 2017015992
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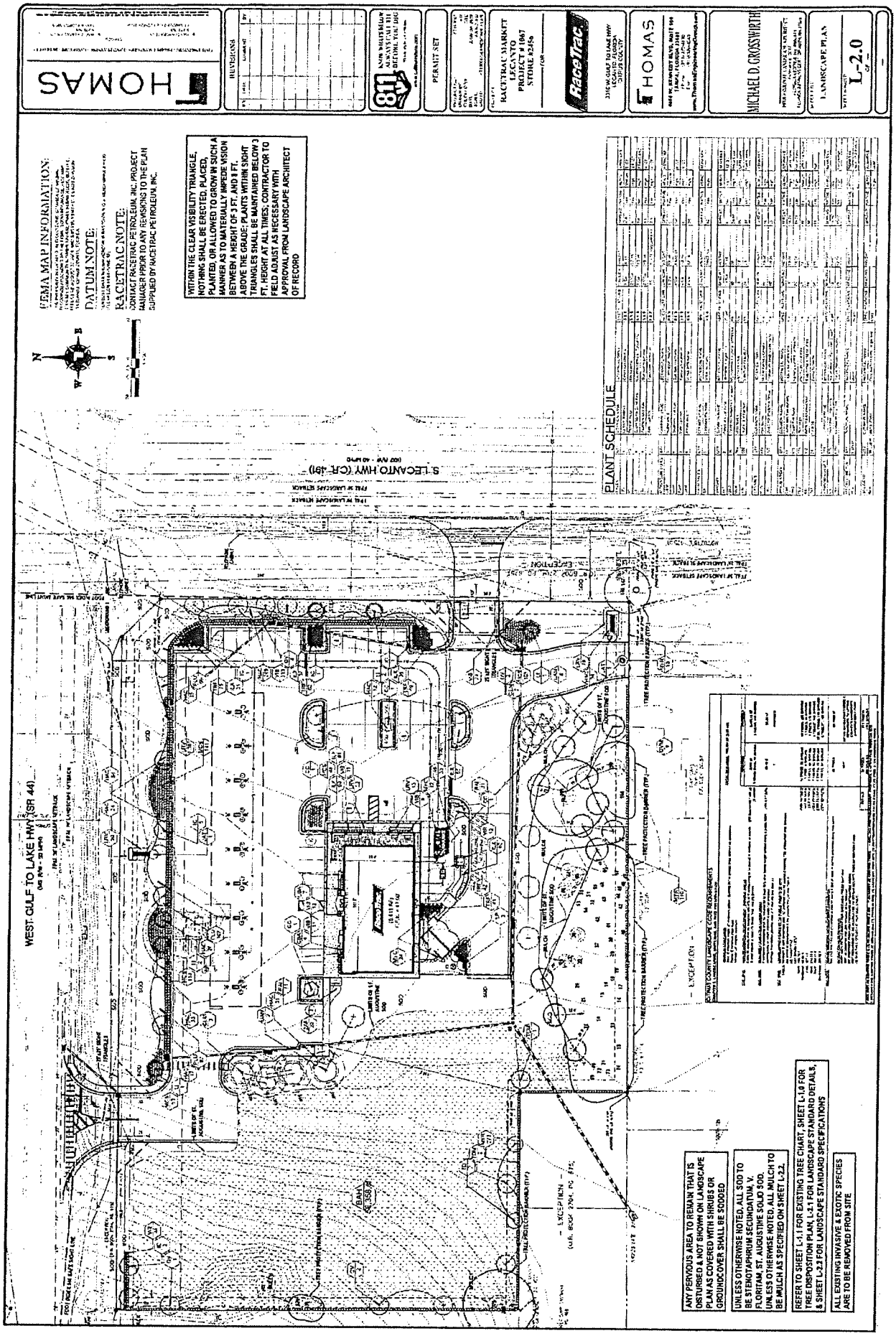
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#2017017856 BK: 2823 PG: 850 4/19/2017 7:52 AM 32 Receipt: 2017015992
RECORDING $511.50

Exhibit "F"

Developer's Landscape/Buffering Plan

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 852 4/19/2017 7:52 AM 34 Receipt: 2017015992
RECORDING $511.50

Exhibit "G"

Developer's Sign Package

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 853 4/19/2017 7:52 AM 35 Receipt: 2017015992
RECORDING 5511.50

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RACOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS, AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

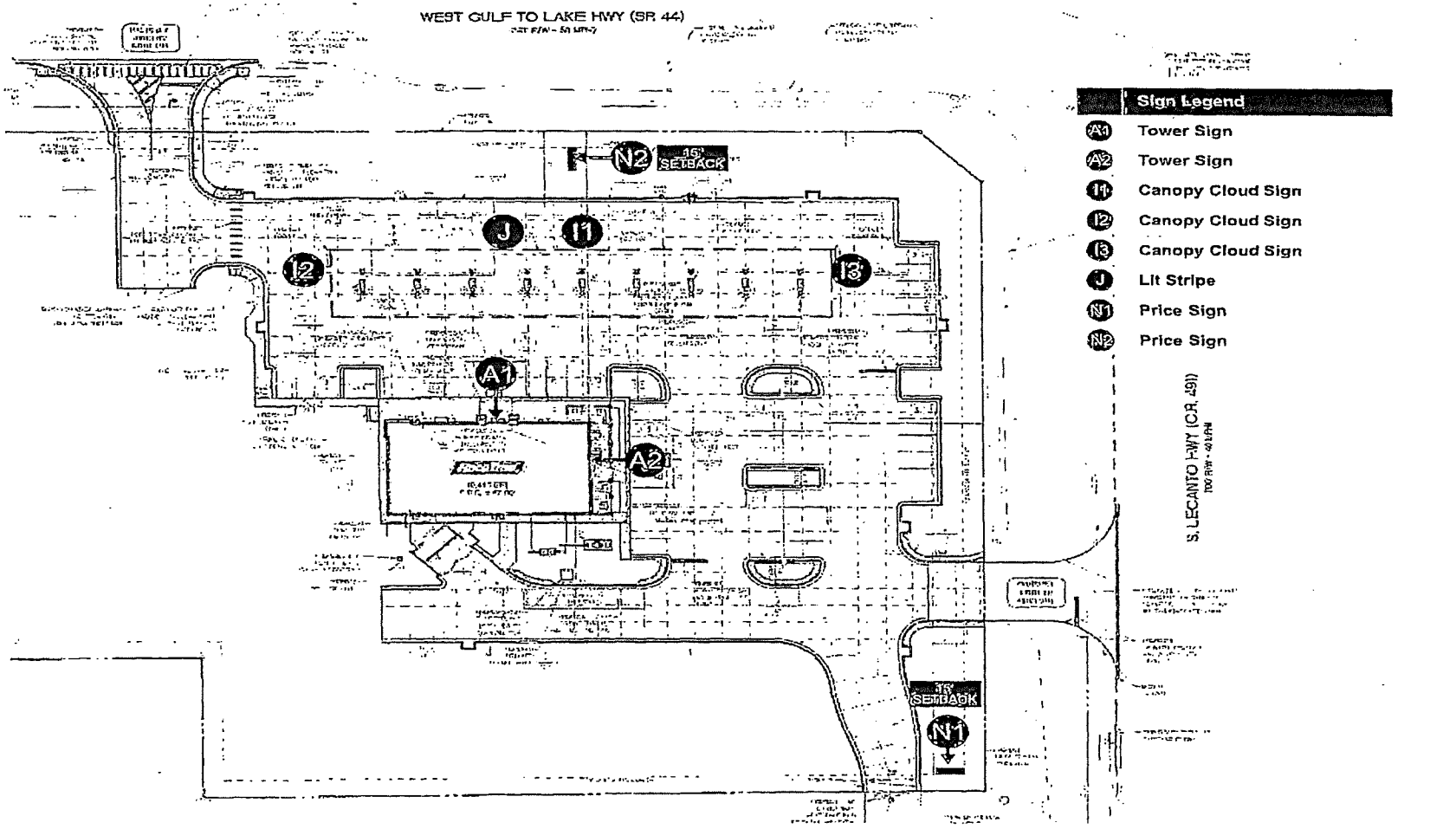
RaceTrac®

R55K1067 - Lecanto
SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 854 4/19/2017 7:52 AM 36 Receipt: 2017015992
RECORDING $511.50

Site Plan



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

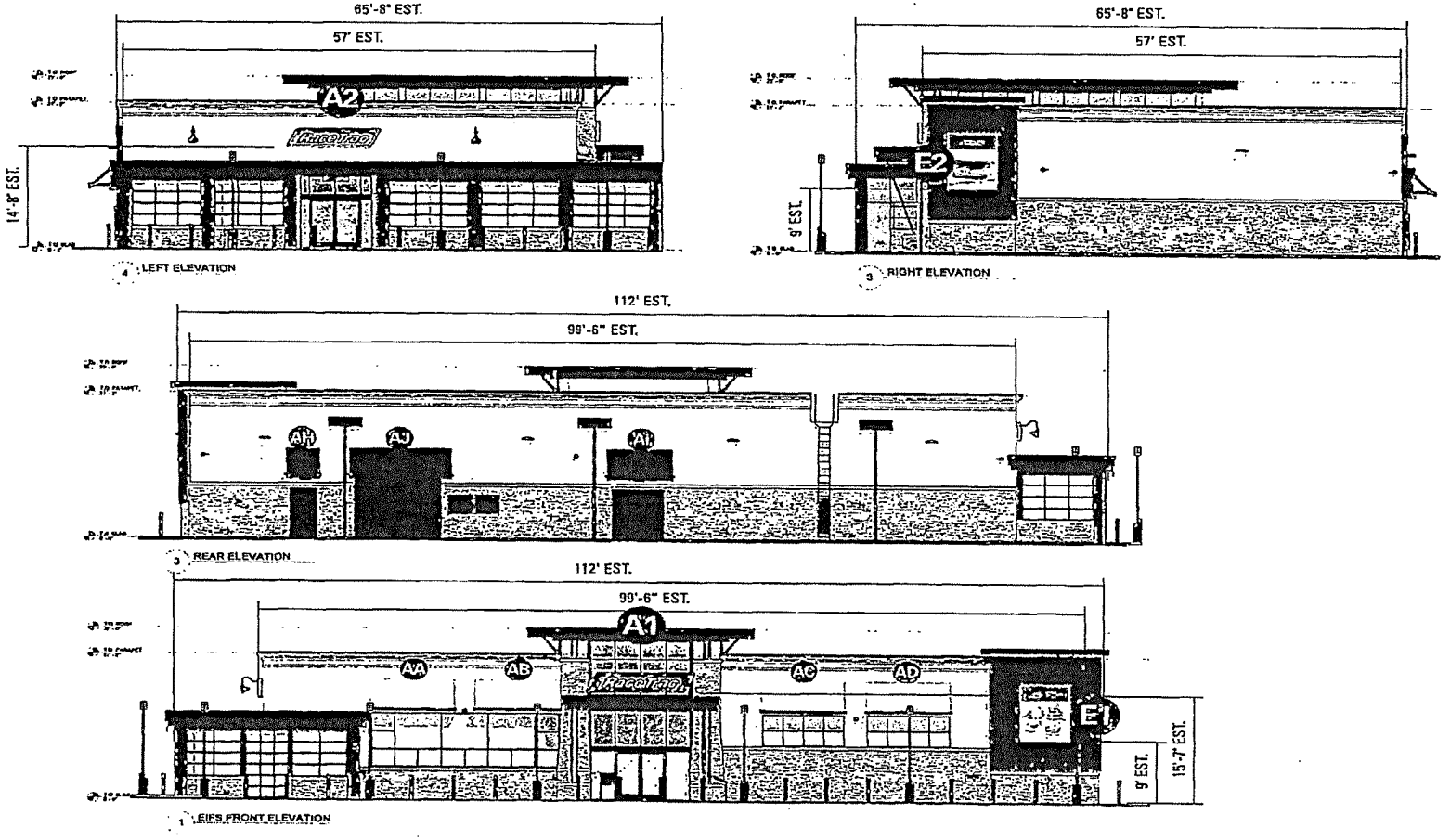
RaceTrac

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

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#2017017856 BK: 2823 PG: 855 4/19/2017 7:52 AM 37 Receipt: 2017015992
RECORDING $511.50

Building Elevations - Left Hand, EIFS



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

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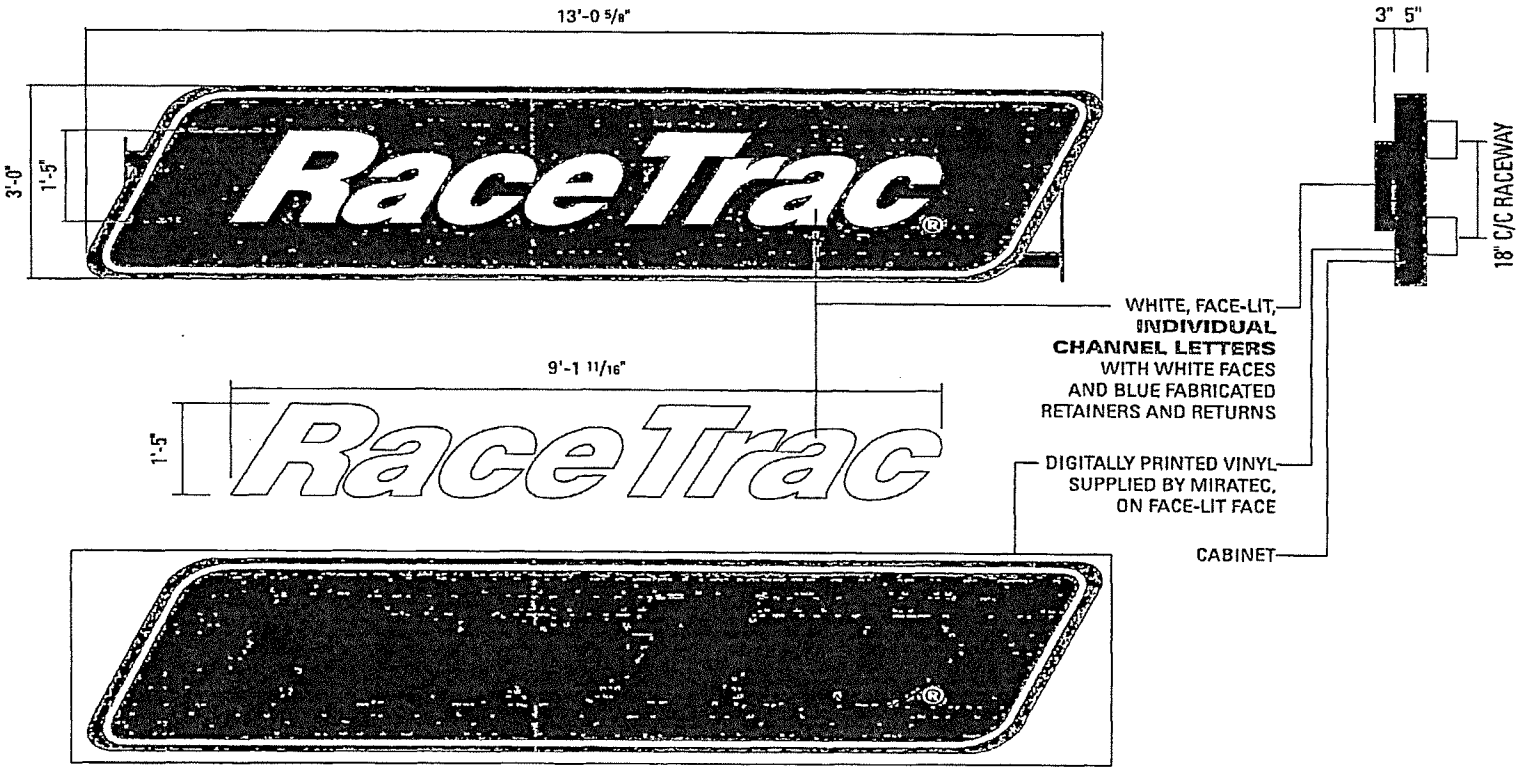
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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 856 4/19/2017 7:52 AM 38 Receipt: 2017015992
RECORDING $511.50

Main Identification Sign - A1

SINGLE FACED
QUANTITY 1
40 SqFt Total

SIGN MUST MOUNT TO WALL BETWEEN STONE COLUMNS VIA RACEWAY
VENDOR TO CONFIRM EXACT MOUNTING



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

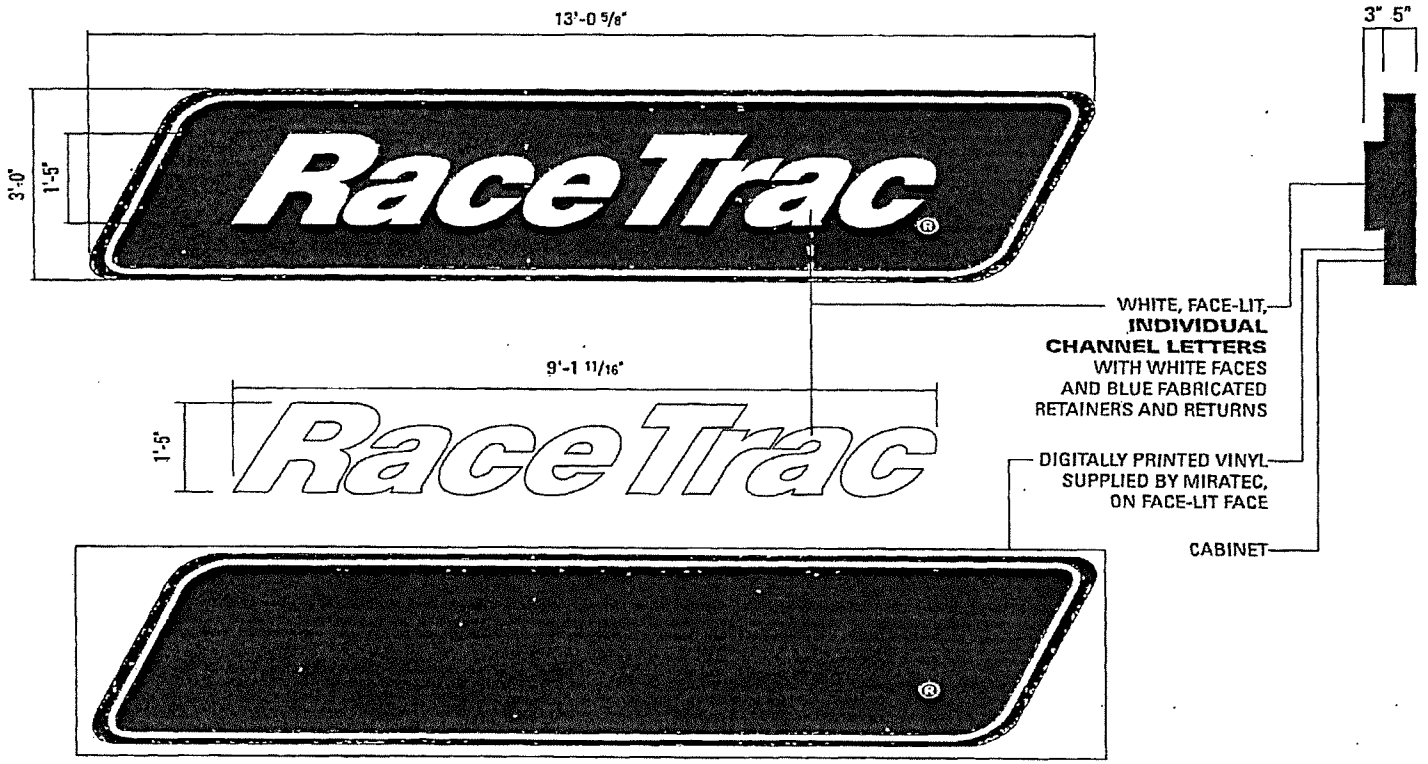
GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 857 4/19/2017 7:52 AM 39 Receipt: 2017015992
RECORDING $511.50

Secondary Identification Sign - A2

SINGLE FACED
QUANTITY 1
40 SqFt Total



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

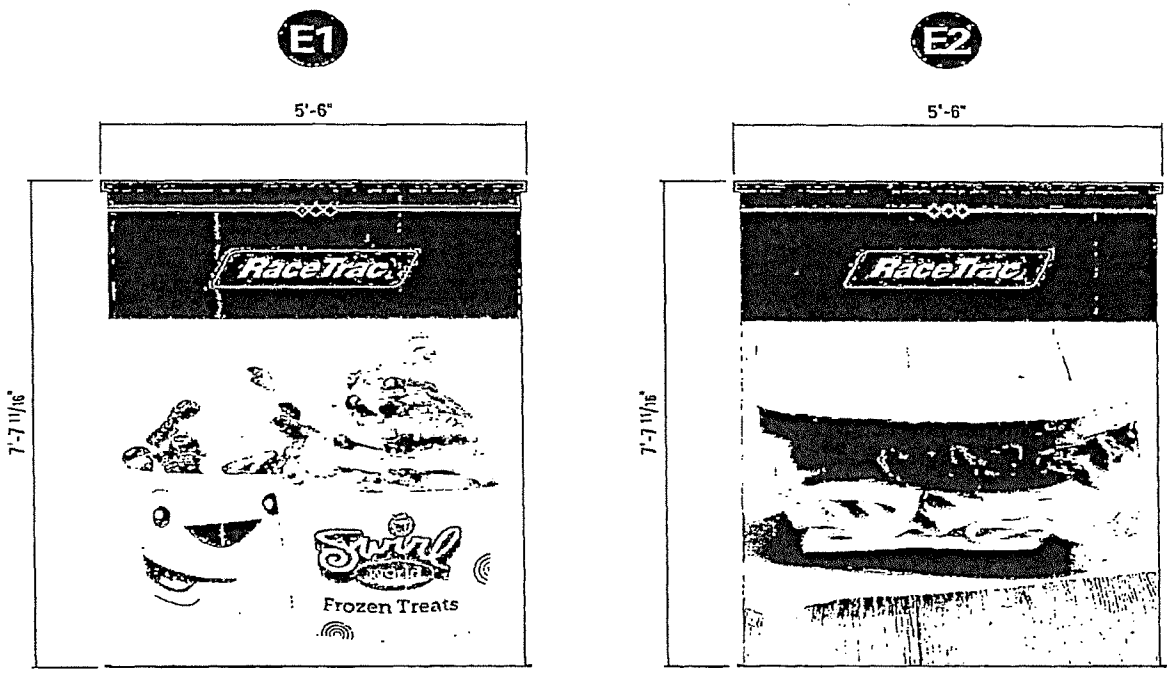
GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

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#2017017856 BK: 2823 PG: 858 4/19/2017 7:52 AM 40 Receipt: 2017015992
RECORDING $511.50

Banner Signs - E1, E2

SINGLE FACED
QUANTITY 2
42 SqFt Each
84 SqFt Total
NOTE: Banner frame painted AKZO SIGN 31356-BRONZE.
INSTALL ONLY



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

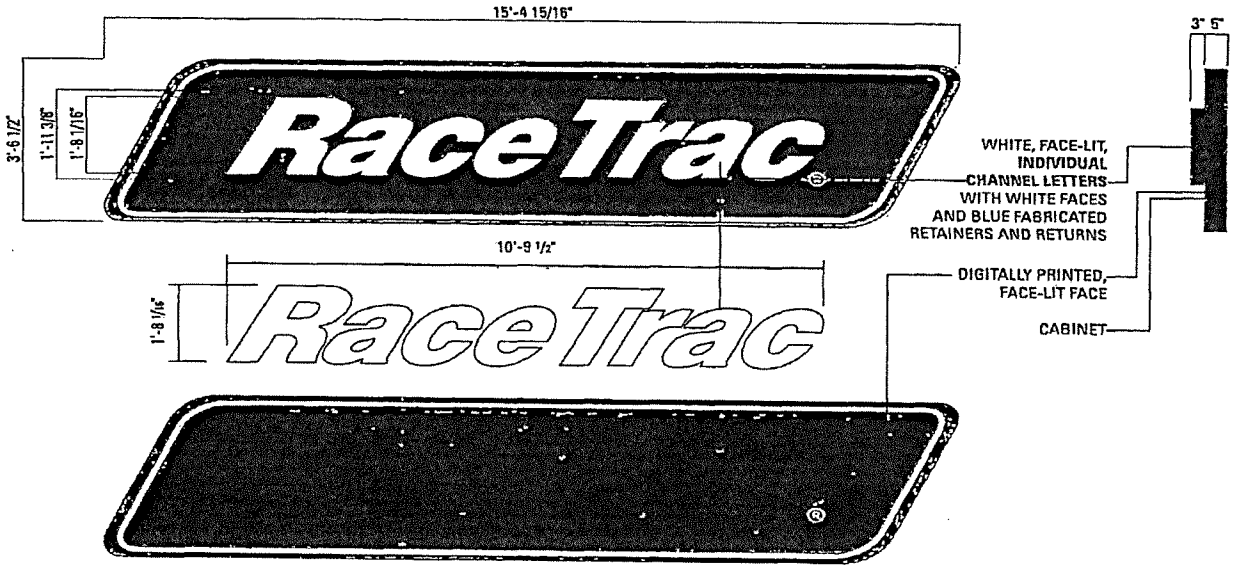
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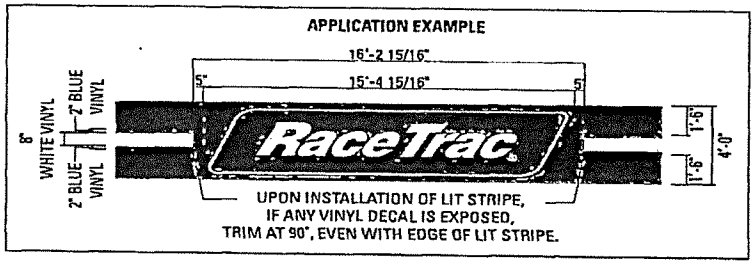
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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#201701785 6 BK: 2823 PG: 859 4/19/2017 7:52 AM 41 Receipt: 2017015992
RECORDING $511.50

55 SqFt Canopy LED Cloud Sign (I1, I2, I3)

SINGLE FACED
QUANTITY 3
165 SqFt Total





SW Corner of SR 44 and CR 491 Lecanto, FL 34461

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See Color Schedule on Page 2

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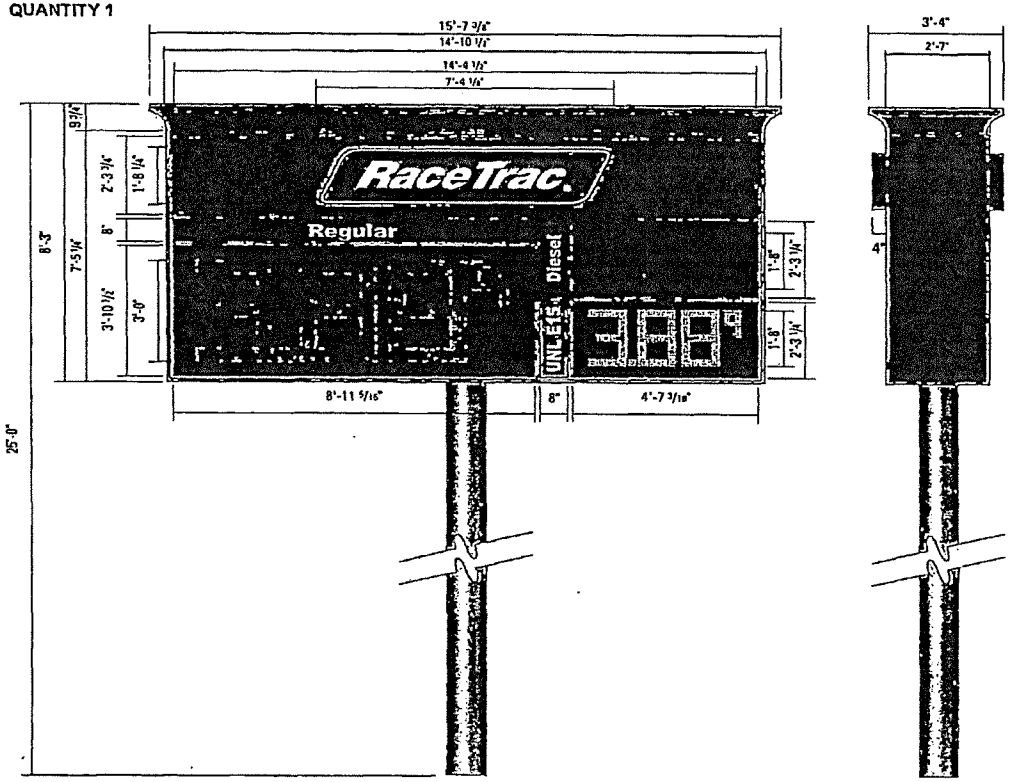
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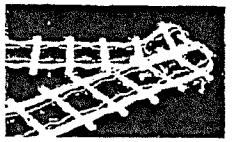
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 860 4/19/2017 7:52 AM 42 Receipt: 2017015992
RECORDING $511.50

110 SqFt Price Sign - 36" & 20" LED (N1)

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1





Sloan Sign Box II
LED Interior Illumination

Specifications:
Sign Faces:

- Logo panel: Alluminum panel painted Akzo Sign 31356-Bronze with parallelogram mounted to the surface. Parallelogram to be channel letter-type construction with .177" thick Polycarbonate face panels with 2nd surface applied translucent vinyl graphics. Parallelogram copy to be digitally printed red background stripes and white border with blue area of logo graphic also printed. Cabinet and trim cap to be red to match Akzo Nobel #SIGN91780.
- Regular Unleaded Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied 3M vinyl opaque 180C-22 Matte Black; "Regular" to be show-through white or 1st surface applied 3M vinyl translucent 3630-020 White.
- Diesel Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied 3M vinyl translucent 3630-26 Green; "Diesel" to be show-through white or 1st surface applied 3M vinyl translucent 3630-020 White.
- UNL E15 Product Panel: Solar Grade Polycarbonate; background to be 1st surface applied Oracal 8500-323 Coral Red "E85" white text color.

Interior Illumination: Sloan Sign Box II LED interior illumination powered by low voltage power supplies. This is behind fuel grade panels, only.
Sign Frame: 2" x 2" x .25" steel tube with .063 aluminum cladding painted Akzo Sign 31356-Bronze.
Extruded aluminum 1-1/2" wide Divider Bars installed to retain sign panels. Face dividers and retainer to be painted Akzo Sign 31356-Bronze.
Sign Support: Internal steel pipe support to be welded to steel saddle bracket at top and bottom of sign frame.
External steel sign support to meet building and local sign codes. Size of steel and footing as required per site requirements.

SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See Color Schedule on Page 2

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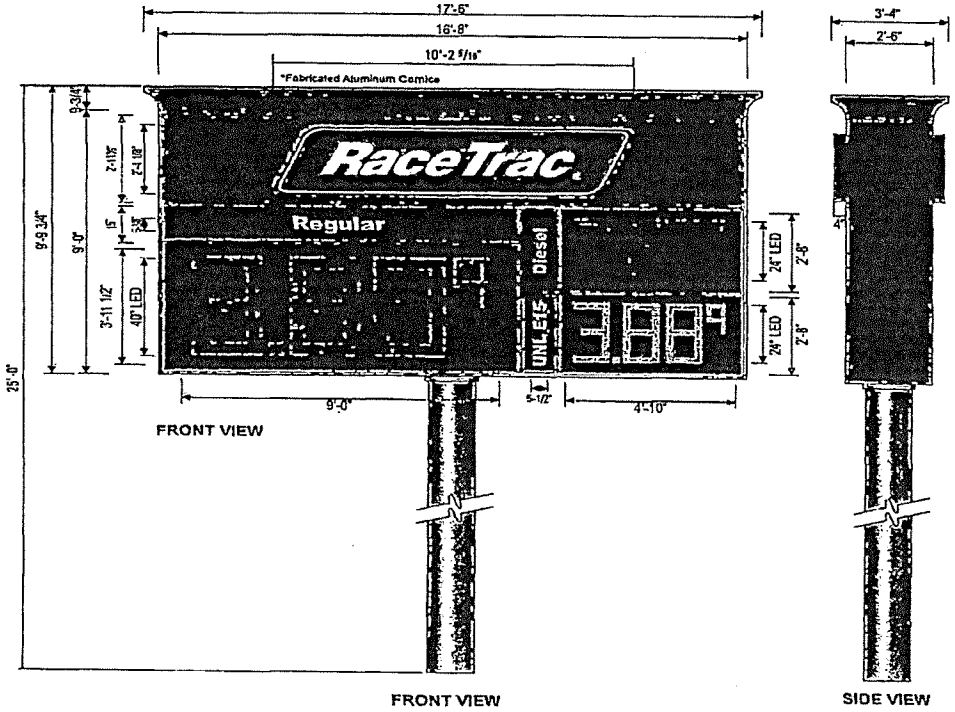
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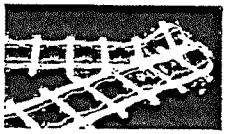
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 861 4/19/2017 7:52 AM 43 Receipt: 2017015992
RECORDING $511.50

150 SqFt Price Sign - 40" & 20" LED (N2)

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1





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Sloan Sign Box II

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SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

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#2017017856 BK: 2823 PG: 862 4/19/2017 7:52 AM 44 Receipt: 2017015992
RECORDING $511.50

Exhibit "H"

Gishorn Agreement

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 863 4/19/2017 7:52 AM 45 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#20140415?0 BK: 2645 PG: 1020 9/18/2014 4:54 PM 1 Receipt: 37301
RECORDING $146.00

CONVEYANCE AND CONSTRUCTION AGREEMENT

COUNTY OF CITRUS
STATE OF FLORIDA

THIS AGREEMENT, made and entered into on this 12th day of August, 2014, by and between **Gischorn, LLC**, a Florida limited liability company, whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, (hereinafter referred to as the "Property Owner"); and **Citrus County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 110 N. Apopka Avenue, Inverness, Florida 34450,(hereinafter referred to as the "County") (collectively the "Parties").

RECITALS

WHEREAS, County representatives, property owners, business owners, healthcare providers and other interested citizens have been involved in numerous meetings to determine the feasibility, planning requirements and infrastructure design elements required for development of a medical corridor along CR 491 in Citrus County (hereinafter the "Project"), generally located between W. Horace Allen Street to the north, W. Laurel Street to the south, S. Line Road to the east and the proposed location of the Suncoast 2/3 Parkway to the west (hereinafter the "Project Area"); and

WHEREAS, as a result of these meetings, the County conducted a Corridor Planning Study and developed Comprehensive Plan Amendments necessary to facilitate the Project and interconnection with the proposed Suncoast 2/3 Parkway in the Project Area; and

WHEREAS, on February 25, 2014, the Board of County Commissioners approved the Comprehensive Plan Amendments necessary to facilitate the Project; and

WHEREAS, on May 14, 2013, the Board of County Commissioners selected an alignment and typical section for widening of CR 491 between W. Laurel Street to W. Horace Allen Street in Citrus County as part of the Project; and

WHEREAS, currently, property owners wishing to develop their property in the Project Area must pay to design, permit and construct individual drainage retention areas (hereinafter "DRAs") on their property since there is no regional drainage utility available in the Project Area; and

WHEREAS, construction of individual DRAs in this area of the County generally consumes 20% to 25% of the usable land on a building site; and

WHEREAS, such usage of land for individual DRAs on each building site is uneconomical for property owners, redundant and contrary to the County's Project planning and development goals;

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1021 9/18/2014 4:54 PM 2 Receipt: 37301
RECORDING $146.00

and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in treating stormwater pollution than individual DRAs, thus better protecting groundwater recharge quality and surface water quality in and around the Project Area; and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in controlling flooding than individual DRAs, thus increasing the effective control of flood waters in and around the in the Project Area; and

WHEREAS, the County therefore wishes to develop a regional drainage utility as part of the Project; and

WHEREAS, the County has worked cooperatively with the Southwest Florida Water Management District (hereinafter "SWFWMD") to develop a conceptual regional drainage plan for the Project which SWFWMD has approved; and

WHEREAS, the Property Owner supports the Project and owns land in the Project Area that will be required for the widening of the roadway, drainage retention areas and/or other project infrastructure requirements, more specifically described in Exhibit A attached hereto and made a part hereof by reference (hereinafter the "Project Land"); and

WHEREAS, the Property Owner wishes to encourage the County to construct the Project as soon as possible; and

WHEREAS, the Property Owner wishes to convey the Project Land to the County in exchange for constructing the Project, providing drainage capacity in the regional drainage facilities for the Property Owner's remaining land in the Project Area and the other covenants contained in this Agreement.

WITNESSETH:

Now, therefore, in consideration of ten dollars and no cents ($10.00) paid by the County to the Property Owner and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Property Owner hereby agrees to convey to the County, and the County agrees to accept from the Property Owner the Project Land described in Exhibit A, which is part of a parcel having a Property Appraiser Identification Number of: 18E19S04 23110, Alt Key # 1501687, upon the following terms and conditions:

1. The Parties agree the above recitals are true and correct and are therefore incorporated herein.

2. The date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 865 4/19/2017 7:52 AM 47 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1022 9/18/2014 4:54 PM 3 Receipt: 37361
RECORDING $146.00

3. The County's appraiser has appraised the Project Land as indicated in Exhibit B attached hereto and made a part hereof by reference.

4. Presuming a 70% impervious surface area ratio (hereinafter "ISR"), the County's engineer has estimated the amount of land necessary for the Property Owner to develop a DRA for the portion of the Property Owner's land that lies within the same drainage basin as the Project, as well as the cost for design, permitting and construction of such DRA as indicated in Exhibit C.

5. As of the Effective Date, the County shall include the portion of the Property Owner's remaining land located within the same drainage basin as the Project as indicated in Exhibit D (hereinafter the "Remaining Land") as part of its final Project drainage permit application to SWFWMD. The Parties intend that once the SWFWMD permit is issued to the County for the Project, the Property Owner shall no longer be required to design, permit and construct DRAs on the Property Owner's Remaining Land located within the same drainage basin as the Project in order to develop that property up to 70% ISR. The Parties also intend that any DRA already existing on the Property Owner's Remaining Land located in the same drainage basin as the Project be available for other uses as such drainage will now be included in the regional drainage retention facilities permit. The developer of the Property Owner's Remaining Land will be solely responsible to seek a permit modification from SWFWMD to illustrate that the planned development on the Property Owner's Remaining Land does not exceed 70% ISR.

6. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the County shall notify the Property Owner thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

7. Property Owner agrees not to contest or in any way object to the County's application for a state environmental resource permit, SWFWMD drainage permit, or any other permit for the Project, or any subsequent application for a modification thereto. Property Owner also hereby grants a right of entry to the County, its contractors, engineers and other agents to allow the County to Construct the Project and otherwise fulfill its requirements under this Agreement. Property Owner's restrictive covenant under this paragraph shall bind all successors and assigns of the Property Owner and shall survive closing of the conveyances outlined in this Agreement.

8. A closing at which the Property Owner shall convey the Project Land by a warranty deed acceptable to the County shall occur within thirty (30) days of the Effective Date of this Agreement or such other date as the Parties mutually agree (hereinafter the "Closing"). At Closing, the Property Owner shall pay the documentary stamp tax on the deed (based upon the appraised value as provided in Exhibit B) and the County shall pay for recording the deed in the Public Records of Citrus County.

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#2017017856 BK: 2823 PG: 866 4/19/2017 7:52 AM 48 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1023 9/18/2014 4:54 PM 4 Receipt: 37301
RECORDING $146.00

9. The Property Owner shall deliver to the County, at Closing, marketable title to the Project Land free and clear of all leases, liens, mortgages and other encumbrances. The County shall, at its sole expense, acquire a title insurance policy, insuring the County's title to the Project Land in at least the full amount of the appraised value indicated in Exhibit B upon closing this transaction. Notwithstanding the date for Closing outlined in paragraph 8 above, if the County finds the title to be unmarketable, or if the County cannot obtain a commitment for the issuance of a title insurance policy on fee simple title, the County shall notify the Property Owner in writing prior to the date set for the Closing, specifying the defects which exist with respect to the title of the Project Land, and the Property Owner shall have twenty (20) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the County, its attorney, and the County's title insurance company, and this conveyance shall be closed within ten (10) days after the Property Owner curing such defects and receipt of written notice thereof to the County or its attorney. Upon the Property Owner's failure to cure defects of which written notice has been given by the County, within the time provided herein, the County may avail itself of any remedy in equity or at law, including but not limited to specific performance and termination of this Agreement and all rights and liabilities arising hereunder, or may close the conveyance in the same manner as if no such defect had been found. Property Owner agrees to execute all documents necessary to obtain this title insurance policy.

10. Taxes and assessments on the Project Land shall be prorated through the date of Closing. Property Owner will deposit the prorated amount of taxes with the Escrow Agent as shall be determined by the County and the Closing Agent for the transaction. If the amount of taxes and assessments for the year in which the Closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and assessments which are or which may become a lien against the Project Land shall be satisfied of record by Property Owner at Closing. In the event the County acquires fee title to the Project Land between January 1 and November 1, Property Owner shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Escrow Agent an amount equal to the current taxes prorated to the date of Closing. In the event County acquires fee title to the Project Land on or after November 1, Property Owner(s) shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector, or, in the alternative, deposit said amount with the Escrow Agent.

11. Subject to the curative period provided in paragraph 9, the Property Owner shall deliver occupancy and possession of the Project Land to the County on or before the date of Closing. During the period from the Effective Date of this Agreement until the Property Owner surrenders occupancy and possession of the Project Land to the County, neither the Property Owner nor anyone under the Property Owner's control or direction shall commit or permit to be committed any act which diminishes the value of the Project Land.

12. At the Closing, the Property Owner shall furnish the County with a Property Owner's Affidavit, stating that neither the Property Owner nor anyone under the Property Owner's control or direction have taken any action to encumber the Project Land or otherwise adversely affect the

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RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1014 9/18/2014 4:54 PM 5 Receipt: 37301
RECORDING $146.00

status of the title thereto between the Effective Date of this Agreement and the Closing and stating either that there have been no improvements made to the Project Land during the one hundred twenty (120) days immediately preceding the date of Closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full.

13. The Project Land shall be surveyed at the expense of the County prior to the Closing. If the survey shows any encroachments on the Project Land or that any Improvements located on the Project Land encroach on other lands, written notice thereof shall be given to the Property Owner to remove such encroachments within fifteen (15) days after receipt of such written notice. If the Property Owner shall fail to remove or cure said encroachments within said time, the County, at its option, may terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such encroachments had been found.

14. The covenants herein contained shall run with the Project Land and bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; provided, however, that neither party shall assign this Agreement without the prior written approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the Parties. The County may record this Agreement in the Public Records of Citrus County at its sole expense.

15. The County shall not be liable to the Property Owner or to the Property Owner's agents or representatives for any commissions, costs, or fees arising from or for the conveyance of the Project Land to the County, and the Property Owner shall defend, indemnify and hold harmless the County and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

16. If any time between execution hereof and the Closing the County determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Project Land, the County may terminate this Agreement and all rights and liabilities arising hereunder or may close the conveyance in the same manner as if no such Contaminants had been found. The Property Owner warrants and represents to the County that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Project Land.

17. In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the Parties hereto shall negotiate in good faith and

Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 868 4/19/2017 7:52 AM 50 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1025 9/18/2014 4:54 PM 6 Receipt: 37301
RECORDING $146.00

agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

18. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to obtain permits for the projects identified within this Agreement and to otherwise effectuate the purposes and terms of this Agreement.

19. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

20. The remedy for a breach of this Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Citrus County, Florida.

22. Nothing herein shall be deemed to constitute any Party as a partner or joint venturer, or to create any fiduciary relationship among the Parties. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement.

23. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

24. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

To Property Owner:

Gischorn, LLC
Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1026 9/18/2014 4:54 PM 7 Receipt: 37301
RECORDING $146.00

To Citrus County:

Citrus County Administrator's Office
110 Apopka Avenue
Inverness, FL 34450

With copy to:

Citrus County Engineering Department
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

With copy to:

Frederick L. Busack, Esq.
Busack Law Firm, P.A.
100 Main Street, Suite 205
Safety Harbor, FL 34695

The Parties may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

25. To the extent the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

26. The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event of any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

27. The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

28. This Agreement shall constitute the entire agreement between the Parties regarding the Project.

29. Notwithstanding the foregoing, special conditions to this Agreement, if any, are included in Exhibit E, attached hereto and made a part hereof by reference.

The terms and conditions of this Agreement shall survive the closing of the conveyance of the Project Land.

[Remainder of page intentionally left blank.]

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RECORDING $146.00

EXHIBIT A

PROJECT LAND

SCHEDULE A
PARCEL "1013A" CITRUS
COUNTY, FLORIDA

DESCRIPTION:

A Portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast 1/4 of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; Thence Run North 89°47'00" East 673.71 feet along the South line of the Southeast 1/4 of said Section 4 to the West Line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 4, Thence North 00°20'50" West 200.29 feet along said West line to a point on the existing South Right of Way line of State Road 44, Thence North 89°51'38" East 54.04 feet to the POINT OF BEGINNING; Thence Continue North 89°51'38" East 609.28 feet Along said Southerly Right of Way line to a point on the existing Westerly Right of way line of County Road 491 (N. Lecanto Highway); Thence South 00°01'09" West 410.69 feet along Westerly Right of way line of County Road 491; Thence departing said West Right of Way line South 89°44'15" West 50.00 feet; Thence North 00°01'09" East 365.80 feet; Thence North 45°03'37" West 42.37 feet; Thence South 89°51'38" West 529.19 feet; Thence North 00°20'50" West 15.00 feet to the POINT OF BEGINNING.

Containing 0.674 acres or 29,376 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying CH. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title Insurance File #2545-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title Insurance commitment have been shown or noted.

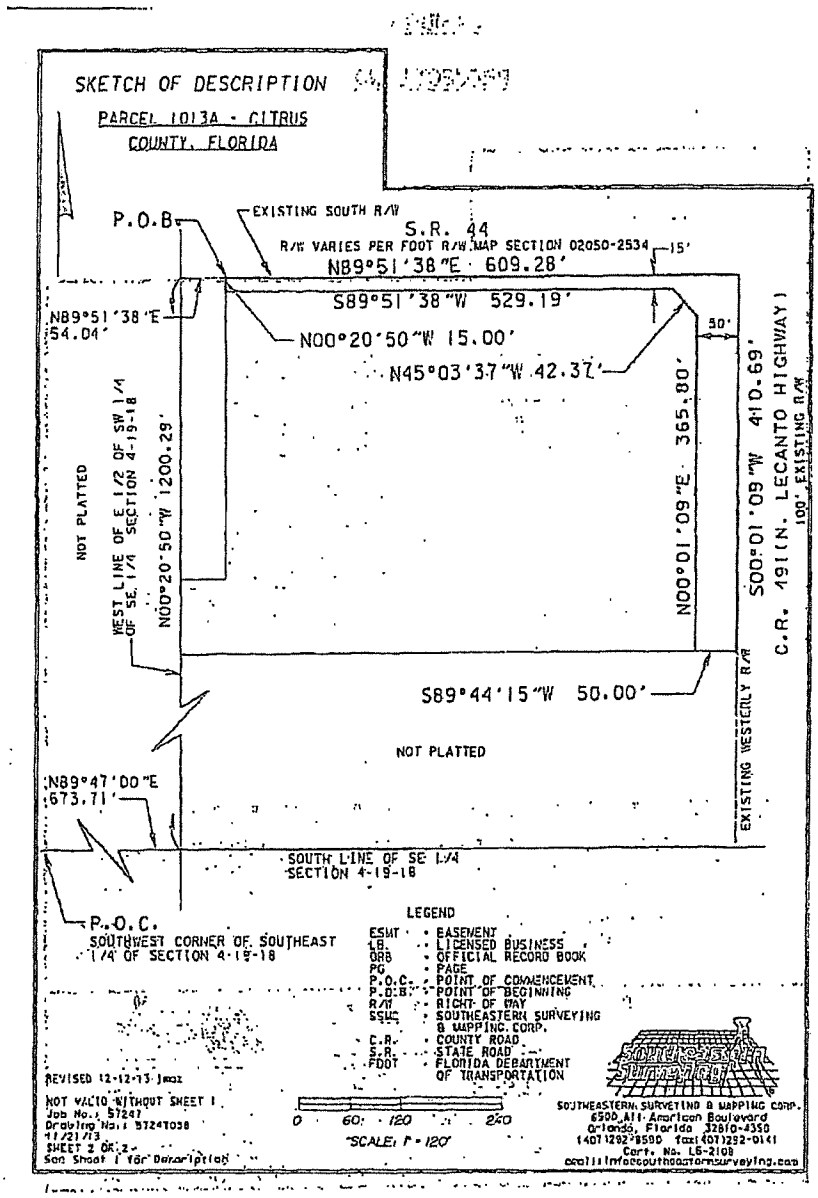
REVISED 1-04-14 jmaz
REVISED 12-12-13 jmaz

SKETCH OF DESCRIPTION	11/21/13 12-12-13 JMAZ	Drawing No.: ST247058
FOR: CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Moore Wilkinson Bell & Dunbar P.A.	Job No.: ST247 Scale: 1" = 120'	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 fax (407) 292-0141 email: info@southeasternsurveying.com
	Chapter 5J-17.050-.052 Florida Administrative Code requires that a legal description drawing bear the notation that: THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2	JAMES M. DURHAM JR. REGISTERED LAND SURVEYOR NO. 6235
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

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RECORDING $146.00



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RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1030 9/18/2014 4:54 PM 11 Receipt: 37301
RECORDING $146.00

SCHEDULE A
PARCEL 1013R - CITRUS
COUNTY, FLORIDA

DESCRIPTION:

A portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°47'00" East a distance of 673.71 feet along the South line of the Southeast quarter of said Section 4 to the West line of the East half of the Southwest quarter of the Southeast quarter of said Section 4; thence North 00°20'50" West a distance of 788.18 feet along said West line for a POINT OF BEGINNING; thence continue North 00°20'50" West a distance of 82.68 feet along said West line; thence North 89°52'48" East a distance of 225.00 feet; thence South 00°20'50" East a distance of 82.12 feet; thence South 89°44'15" West a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 0.426 acres or 18,541 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying Ch. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title Insurance File #25746-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title insurance commitment have been shown or noted.

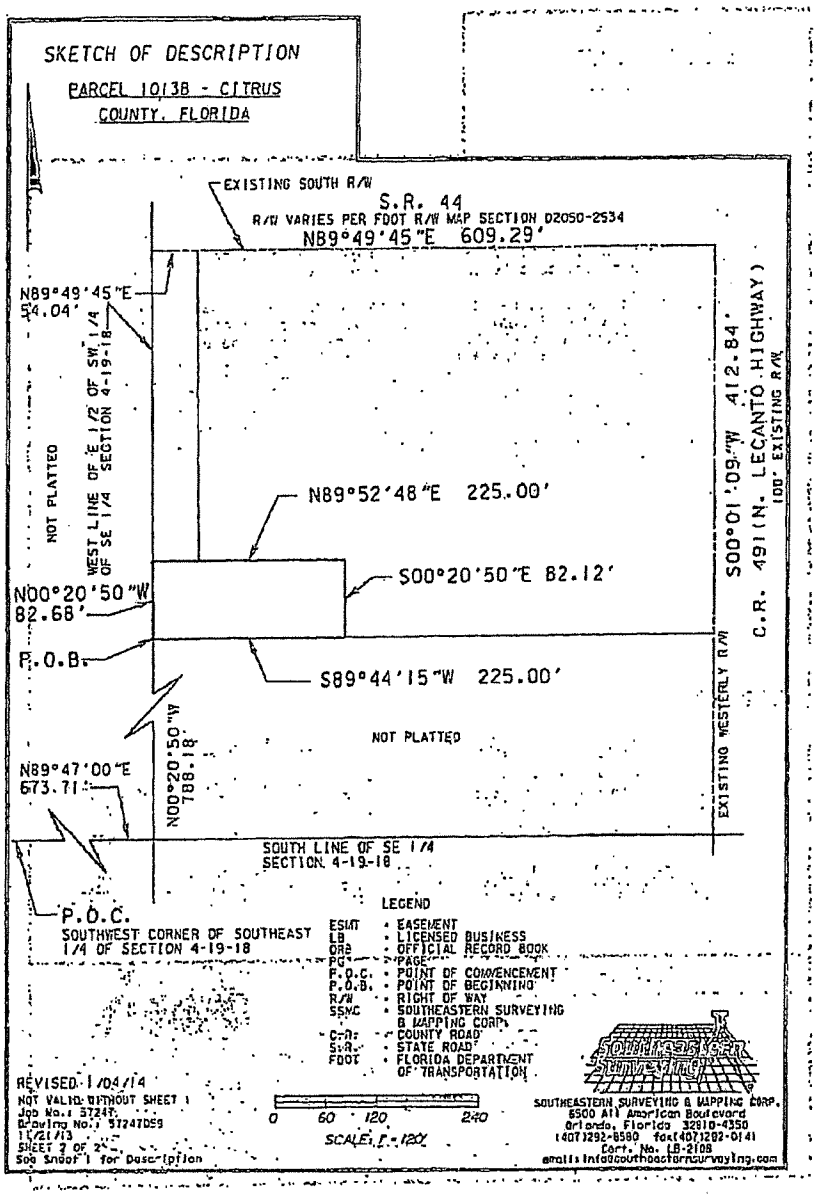
REVISED 1/04/14

SKETCH OF DESCRIPTION 11/21/13 - 4 - 14 JMAZ		Drawing No.: S7247059
FOR CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Moore Wilkinson Bell & Dunbar P.A.	Job No.: S7247 Scale: 1" = 120'	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 ph:(407)292-8580 fax:(407)292-0141 email: info@southeasternsurveying.com
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description bearing bear the notation that THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2	JAMES M. DUNN IV REGISTERED LAND SURVEYOR NO. 4233
	SHEET 1 OF 2 - SEE SHEET 2 FOR SKETCH -	

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RECORDING $146.00



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#2014041570 BK: 2645 PG: 1032 9/18/2014 4:54 PM 13 Receipt: 37301
RECORDING $146.00

EXHIBIT B

PROJECT LAND APPRAISAL

Report Summary

Appraisal Report & Property Data

Project:	County Road 491
Effective Date of the Appraisal:	January 10, 2014
Date of the Appraisal Report:	January 30, 2014
Property Owner:	Gischorn, LLC
Site Address/Location:	3510 West Gulf-to-Lake Highway
City, County, State:	Lecanto, Citrus County, Florida
Size of Subject Property:	253,084 SF; 5.810 AC
Area of Proposed Acquisition(s):	
Right-of-Way	29,376 SF; 0.674 AC
Pond	18,541 SF; 0.426 AC
Area of Remainder Tract	205,167 SF; 4.710 AC
Zoning & Land Use:	"GNC", General Commercial District Acreage—Non-Waterfront
Property Rights & Interest Appraised:	Fee Simple
Access:	County Road 491 and West Gulf-to-Lake Highway

Value Conclusion

Value of the Part Taken:	$311,500
Severance Damages:	$0
Cost-to-Cure:	$0
Total:	$311,500

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#2014041570 BK: 2645 PG: 1033 9/18/2014 4:54 PM 14 Receipt: 37301
RECORDING $146.00

EXHIBIT C

ENGINEER'S DRA AREA & COST ESTIMATE

Owner Constructed Dry Retention Pond:*

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED POND AREA (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER POND CONSTRUCTION (AC)
1013	GISCHORN, LLC	5.81	5.81	1.29	$278,708.74	4.52

Regional Dry Retention Pond:

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED FOR REGIONAL POND (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER REGIONAL POND CONSTRUCTION FOR OWNER (AC)
1013	GISCHORN, LLC	5.81	5.81	0.426	$0	5.384

Value of land area saved by regional pond:

1.29 AC - 0.426 AC = 0.864 AC (37,635.84 SF)

37,635.84 SF @ $6.50/SF = $244,633.

TOTAL SAVINGS TO OWNER FOR USING REGIONAL POND:

DESIGN, PERMIT & CONSTRUCTION COSTS	$ 278,708.74
SAVED DEVELOPABLE LAND	+ $ 244,633.00
TOTAL	$ 523,341.74

* Wet retention pond not feasible in this location.

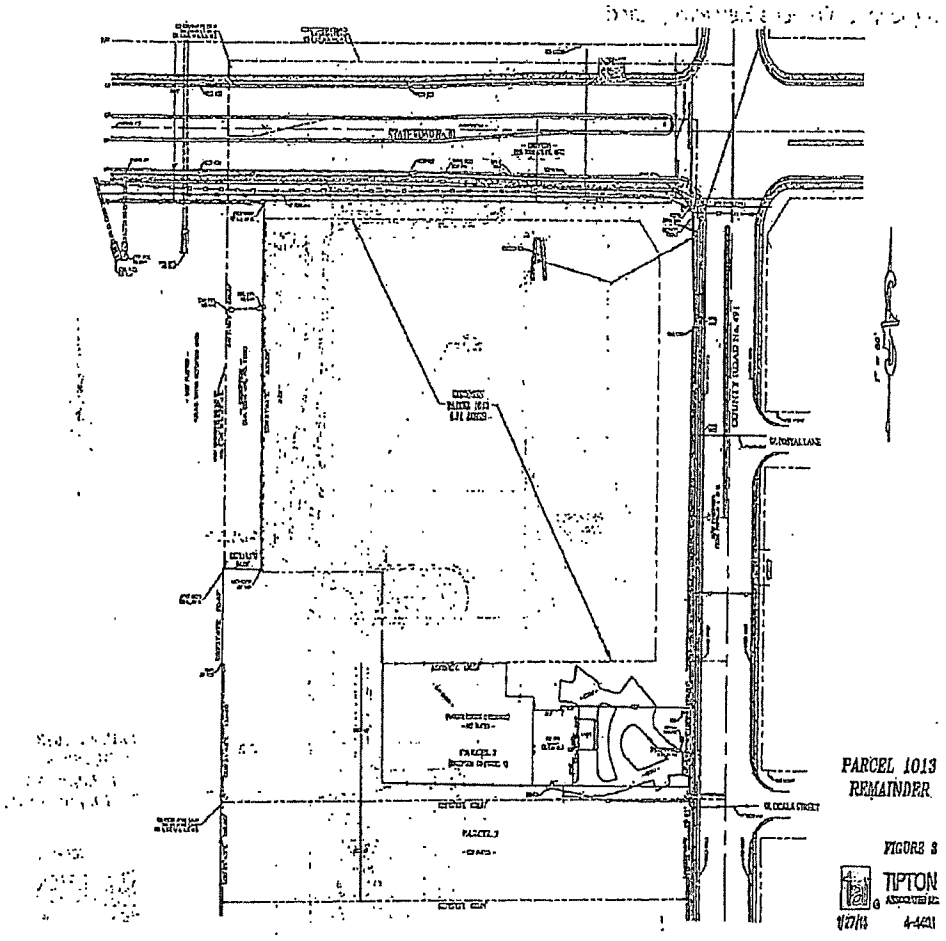
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#2014041570 BK: 2645 PG: 1034 9/18/2014 4:54 PM 15 Receipt: 37301
RECORDING $146.00

EXHIBIT D

PROPERTY OWNER(S) REMAINING LAND TO BE INCLUDED IN COUNTY DRAINAGE PERMIT



Attachment: Existing Development Agreement (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

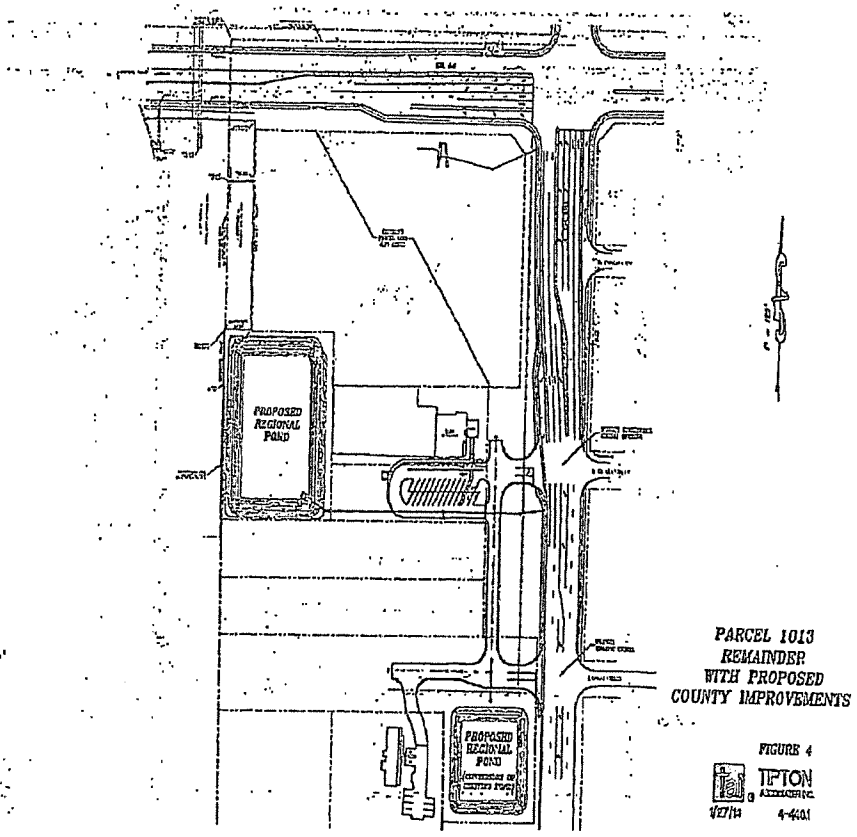
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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1035 9/18/2014 4:54 PM 16 Receipt: 37301
RECORDING $146.00

EXHIBIT E

SPECIAL CONDITIONS

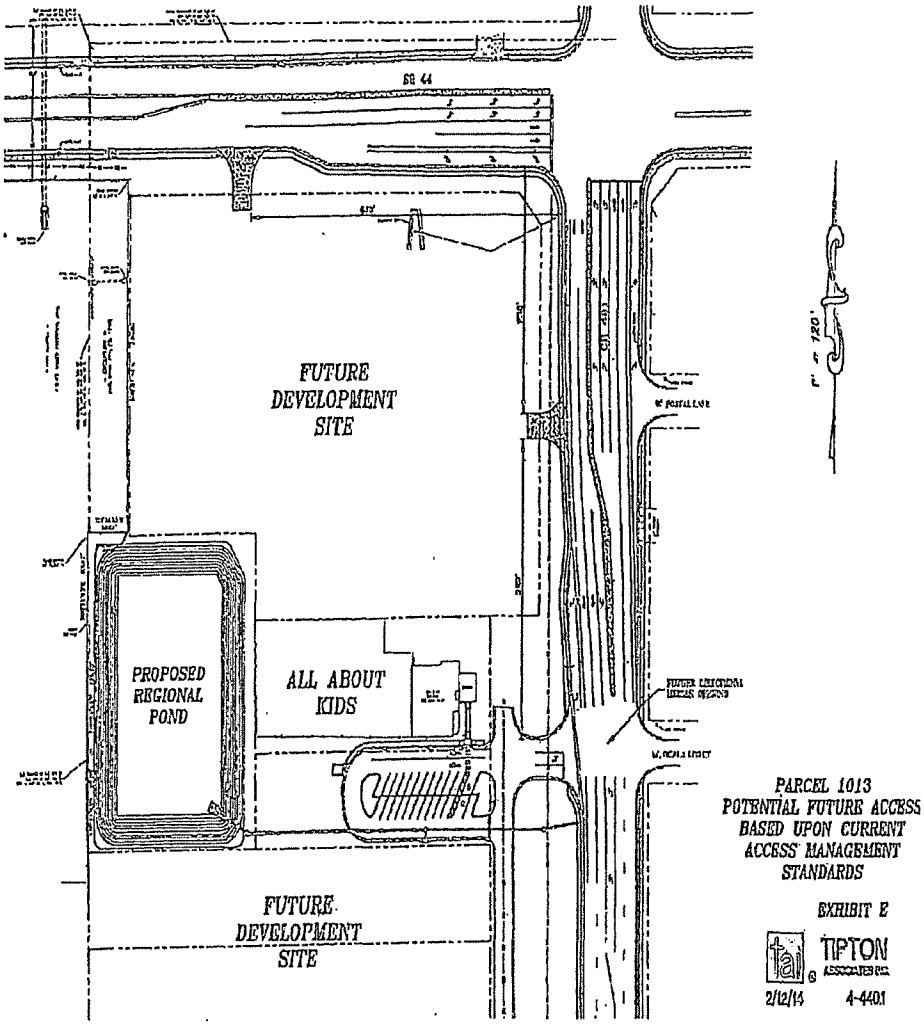
Planned improvements to be constructed by the County and adjacent owners as part of the Project adjacent to Owner's Remaining Land:



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RECORDING $146.00



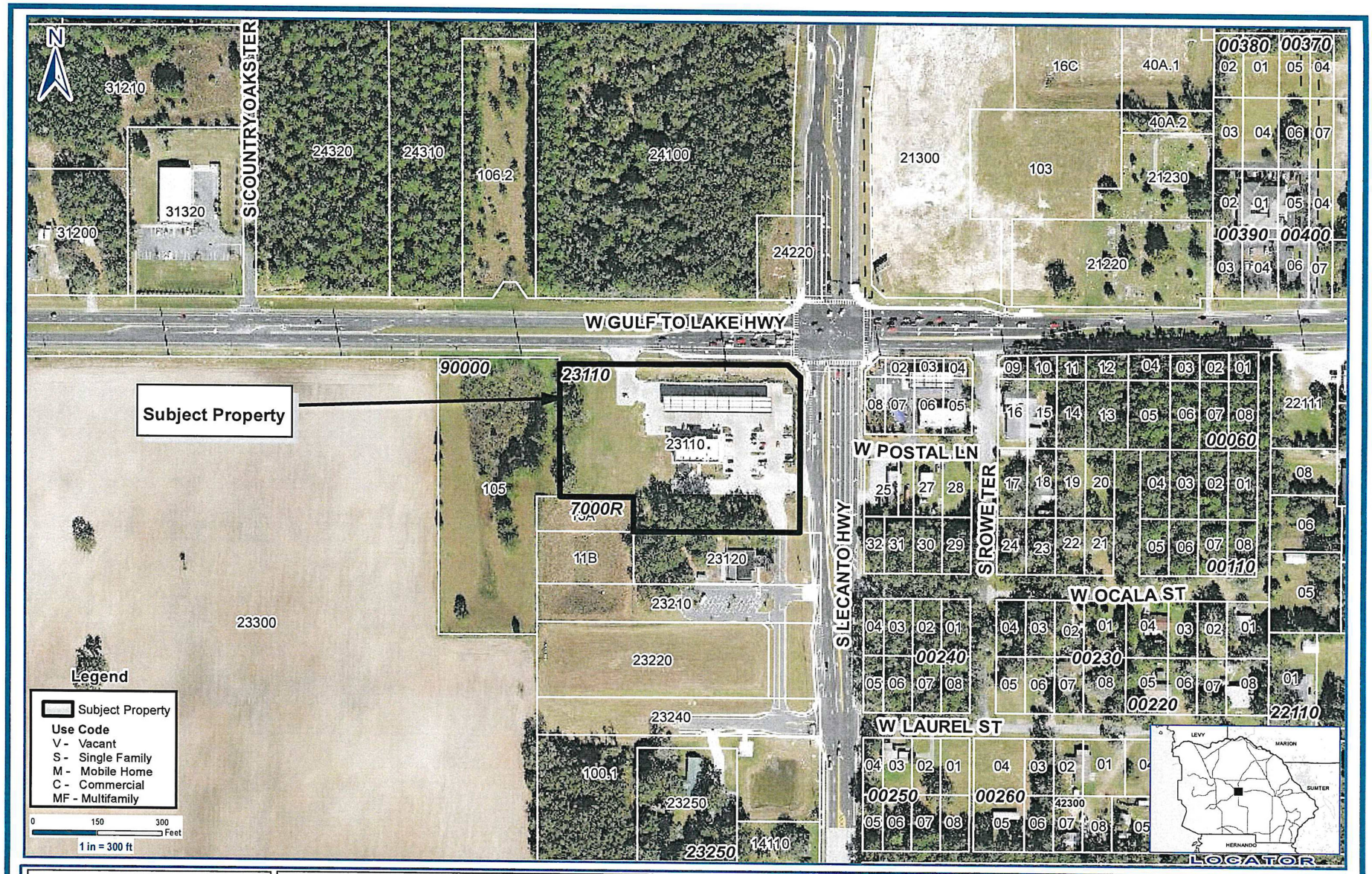
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DA-21-01

Bryan Potts for Gischorn, LLC and RaceTrac Petroleum, Inc.

Attachment: Coordinator pp (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac



Application #: DA-21-01	Applicant: Bryan Potts, PE for Gischorn, LLC & Race Trac Petroleum, Inc.
Proposal: Amend Existing Development Agreement	Location: 3310 W. Gulf to Lake Highway, Lecanto
LDC Atlas: General Commercial (GNC)	S-T-R - 4-19-18 SE

Planner Initials: _____ Date: 9/16/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: September 10, 2021
Source: Enterprise Geodatabase
Map Number: SO001194

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Attachment: Coordinator pp (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac



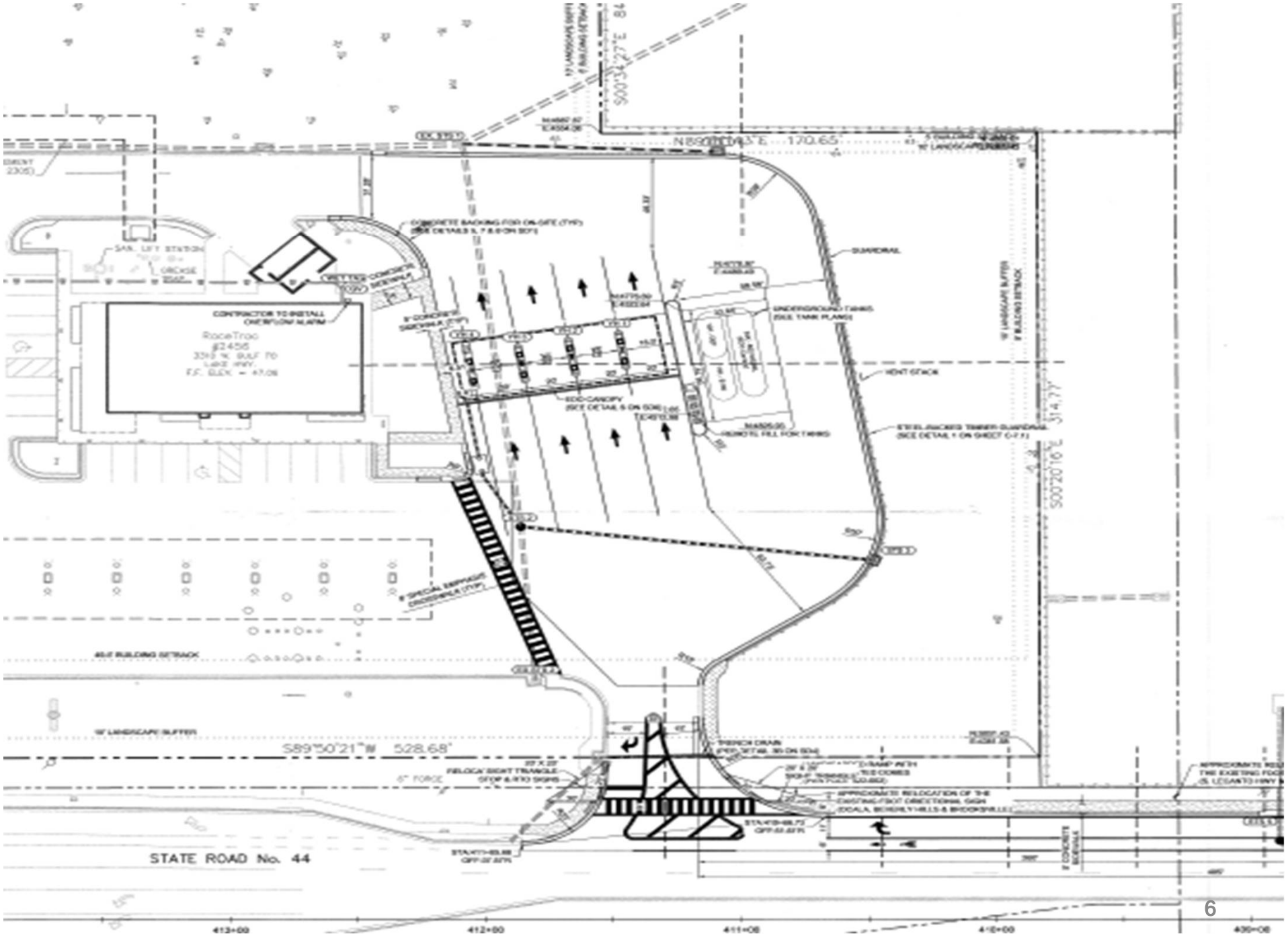
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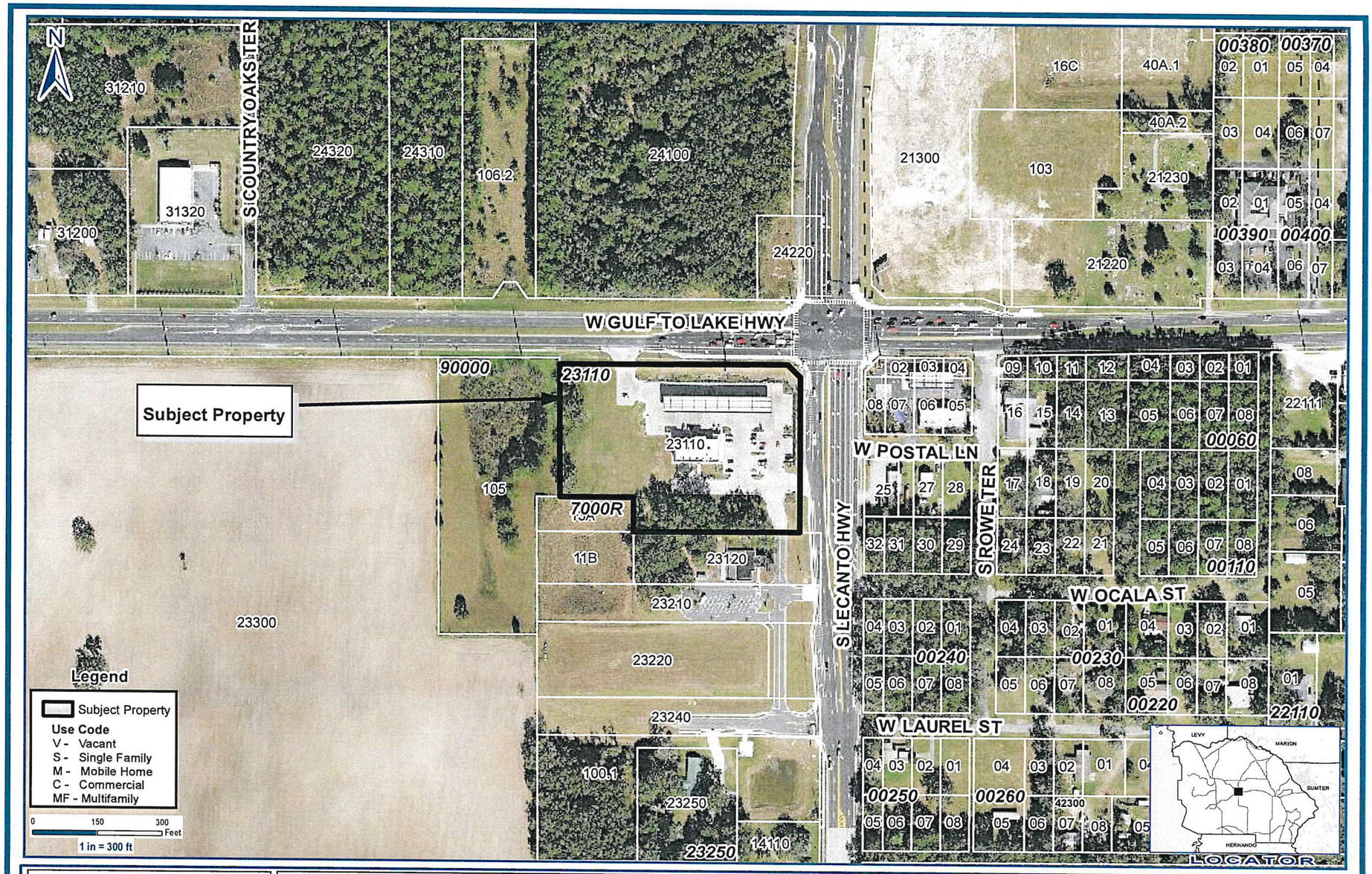


DA-21-01

Bryan Potts for Gischorn, LLC and RaceTrac Petroleum, Inc.

1

Attachment: Planner pp (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum,



Application #: DA-21-01	Applicant: Bryan Potts, PE for Gischorn, LLC & Race Trac Petroleum, Inc.
Proposal: Amend Existing Development Agreement	Location: 3310 W. Gulf to Lake Highway, Lecanto
LDC Atlas: General Commercial (GNC)	S-T-R - 4-19-18 SE

Planner Initials: _____ Date: 9/16/21

Geographic Information Systems

Prepared By : Susan O'Connell
Date: September 10, 2021
Source: Enterprise Geodatabase
Map Number: SO001194

Cynthia P. Skelhorn
Director

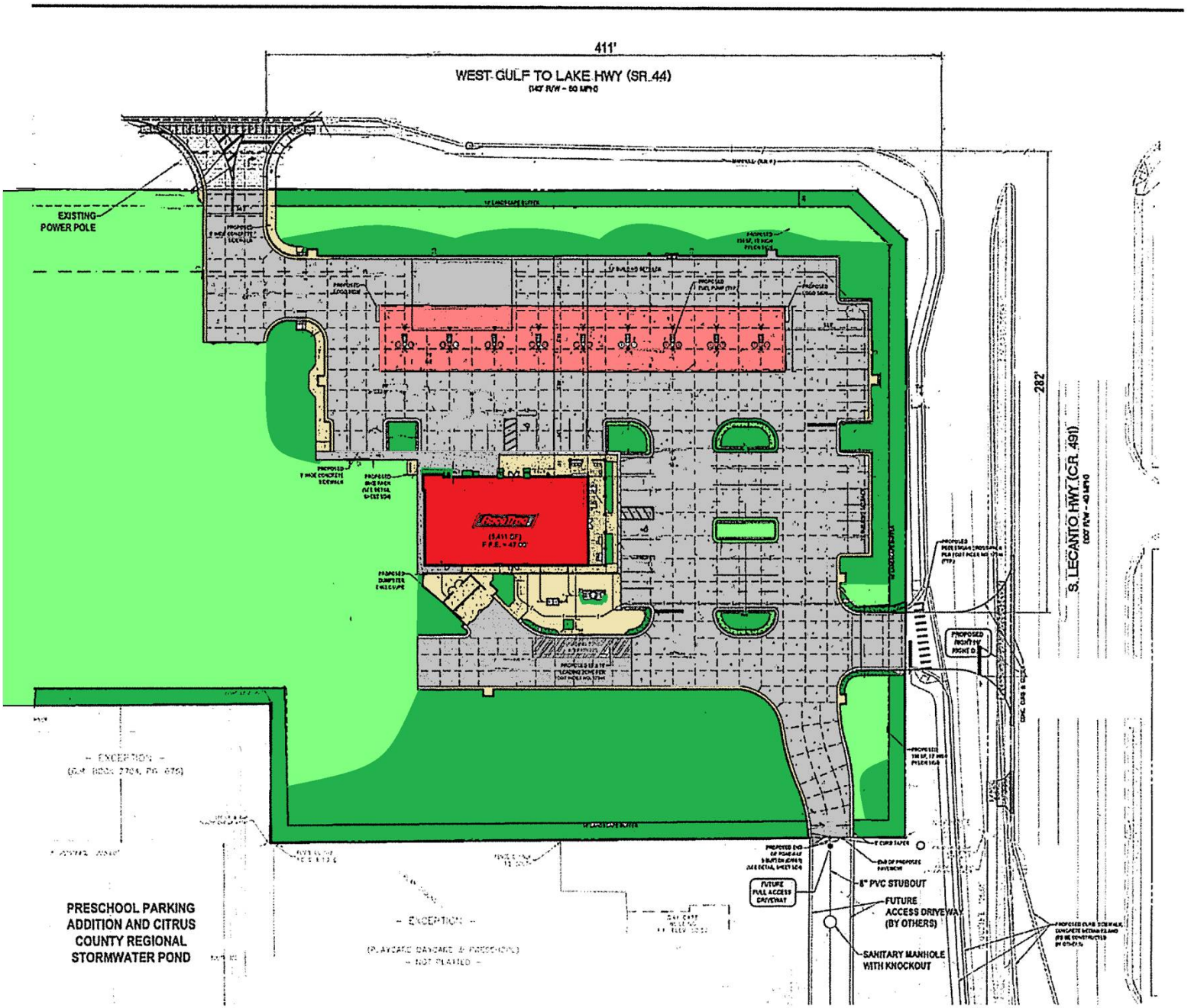
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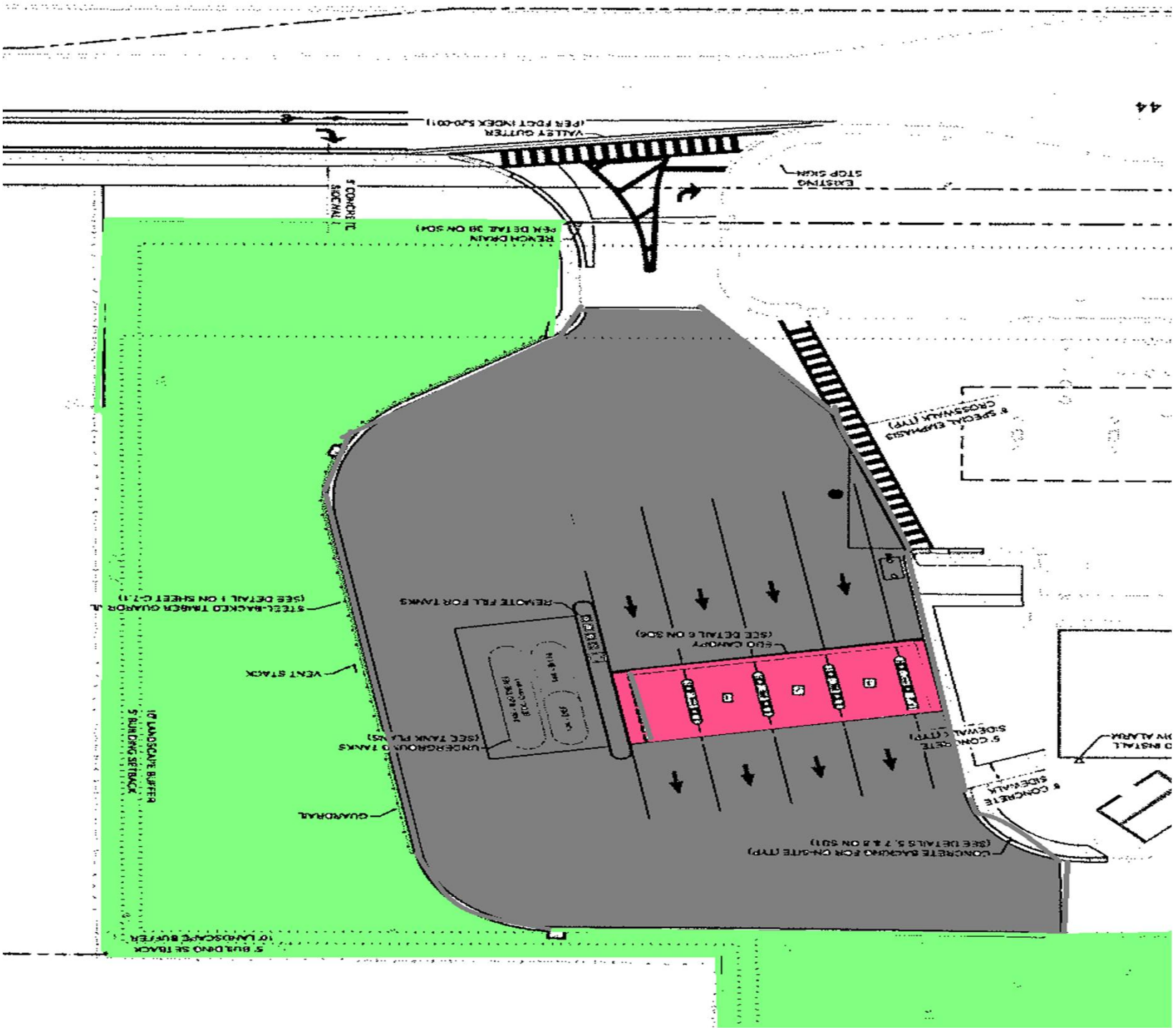
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RaceTrac
RaceTrac



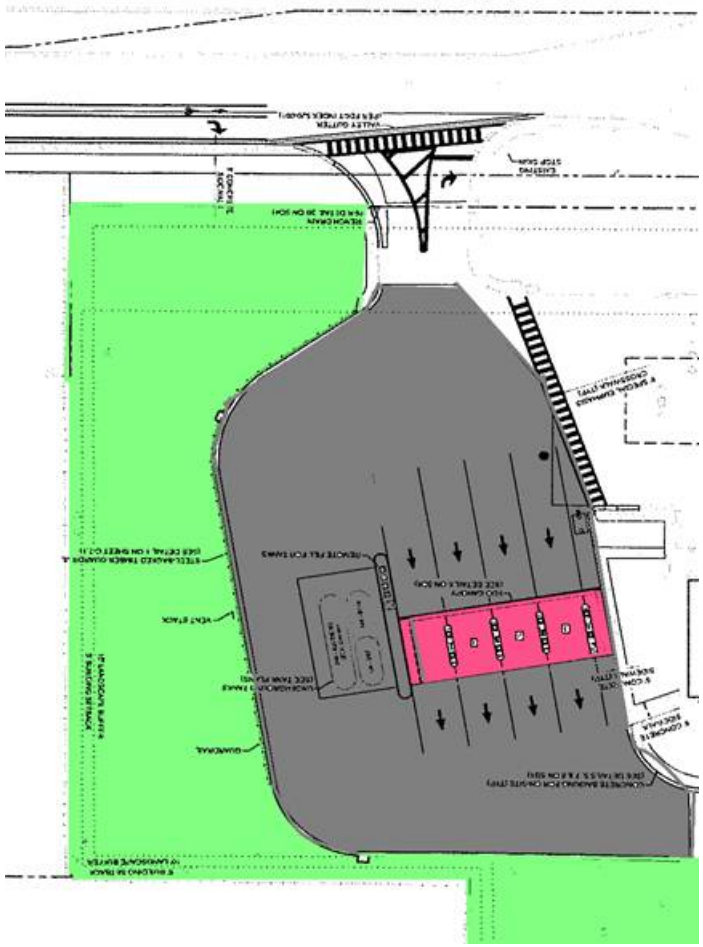
Attachment: Planner pp (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum,

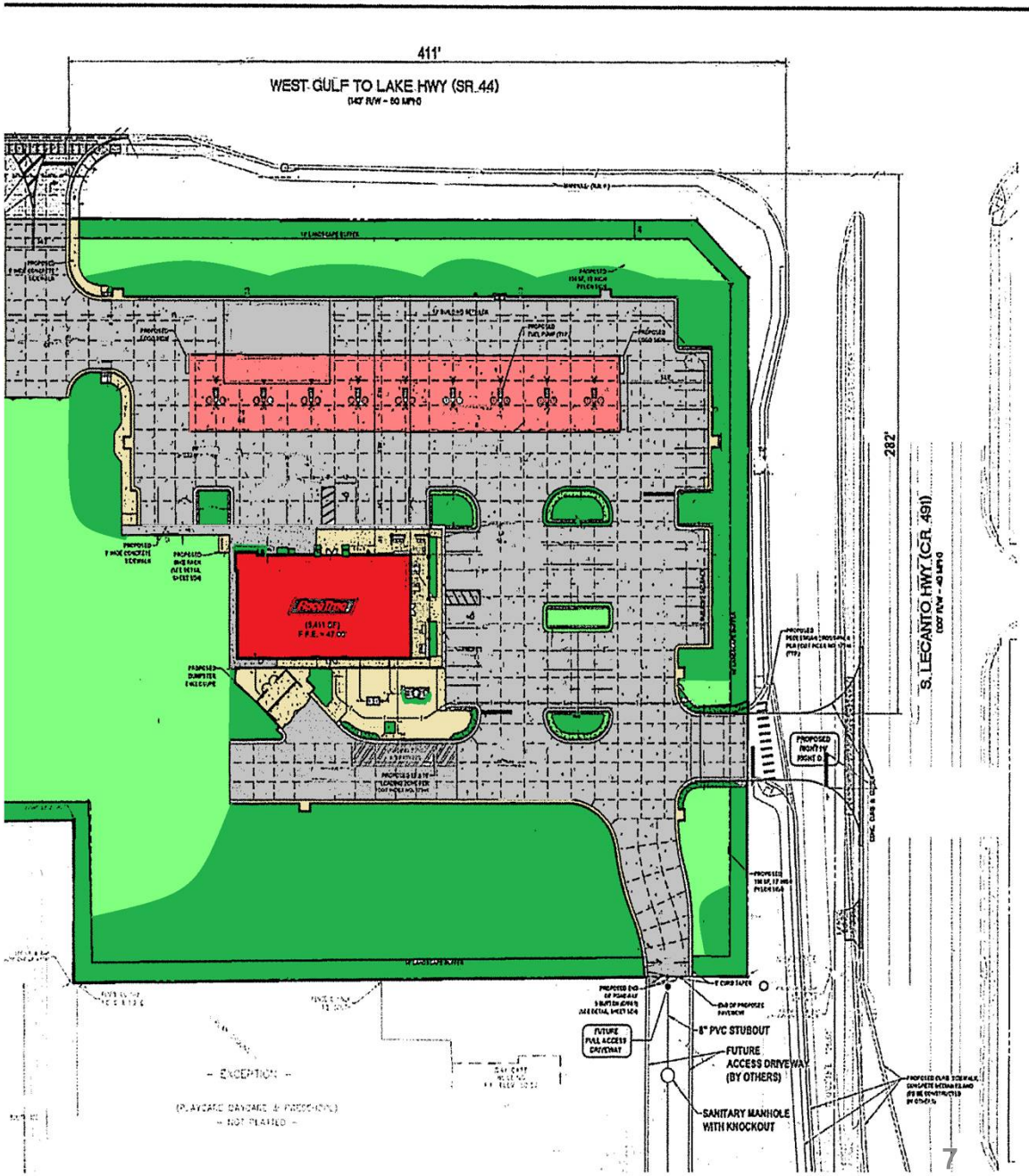


Attachment: Planner pp (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum,



Attachment: Planner pp (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum,





Attachment: Planner pp (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum,

PM2-21-124

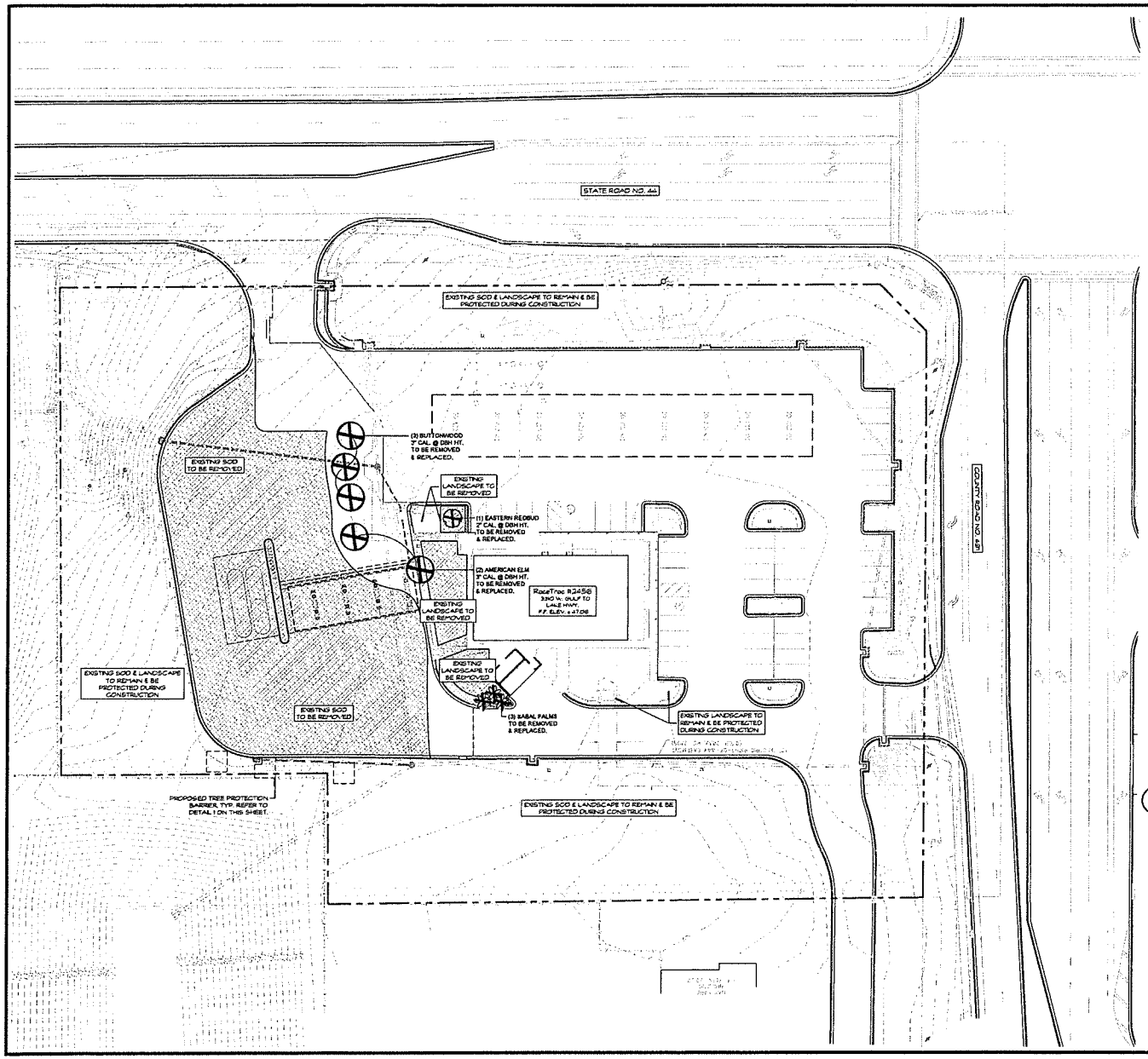
TO: Planning and Development Commission
FROM: Joanna L. Coutu, AICP, Director; Land Development Division
DATE: October 4, 2021
SUBJECT: DA-21-01– Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

The landscaping consultant for the applicant has now submitted a landscaping plan for the new area. This plan outlines removal and relocation/replacement of some of the existing landscaping to accommodate the new construction. The proposal meets the intent of the LDC and can be considered. As such, staff would propose the addition of two new pages to Exhibit F, Developer's Landscape/Buffering Plan, as attached.

JLC/cb

Attachments: Pages L1.11 and L1.12 date-stamped received October 1, 2021

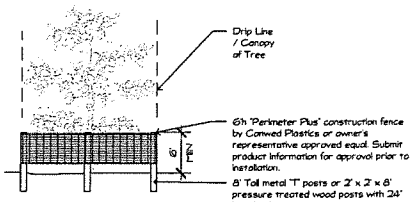
Attachment: Exhibit F addition (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

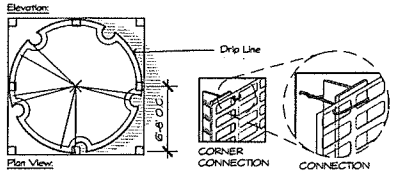


LANDSCAPE TO BE REMOVED

	CANOPY TREE DEMO CANOPY TREE TO BE REMOVED AND REPLACED	5
	UNDERSTORY TREE DEMO UNDERSTORY TREE TO BE REMOVED AND REPLACED	1
	PALM TREE DEMO PALM TREE TO BE REMOVED AND REPLACED	3
	DEMO EXISTING SOD &/OR LANDSCAPE AREAS TO BE REMOVED AND MODIFIED PER THE NEW SITE PLAN.	31,524 sf

ALL TREES THAT ARE TO BE REMOVED PER THE LANDSCAPE DEMO PLAN AND SCHEDULE ABOVE MUST BE REPLACED WITH EXISTING SIZES & SPECIFICATION PREVIOUSLY SUBMITTED. REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.





Installation Notes:

A. Post selection should be based on expected strength needs and the length of time fence will be in place. flexible fiberglass rod posts are recommended for parks, athletic events and crowd control installations. metal 't' posts or treated wood posts are typically used for construction and other applications.
B. Posts should be driven into the ground to a depth of 1/4 of the height of the post. for example, a 8' post should be set at least 2' into the ground.
C. Space posts every 6' (min.) to 8' (max.). d. secure fencing to post with nylon cable ties (available from conwed plastics). wood strips may be also be used to provide additional support and protection between ties and posts.

NOTE: If wire ties are used, avoid direct contact with fence. wire may damage fence over time.

1 TREE PROTECTION
Scale: NTS

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DA-21-01
OCT 01 2021
Land Development Division

NORTH
0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE
1	-		
2	-		
3	-		

COREY J. MILLS
RLA# 0666831
DATE

MILLS DESIGN

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

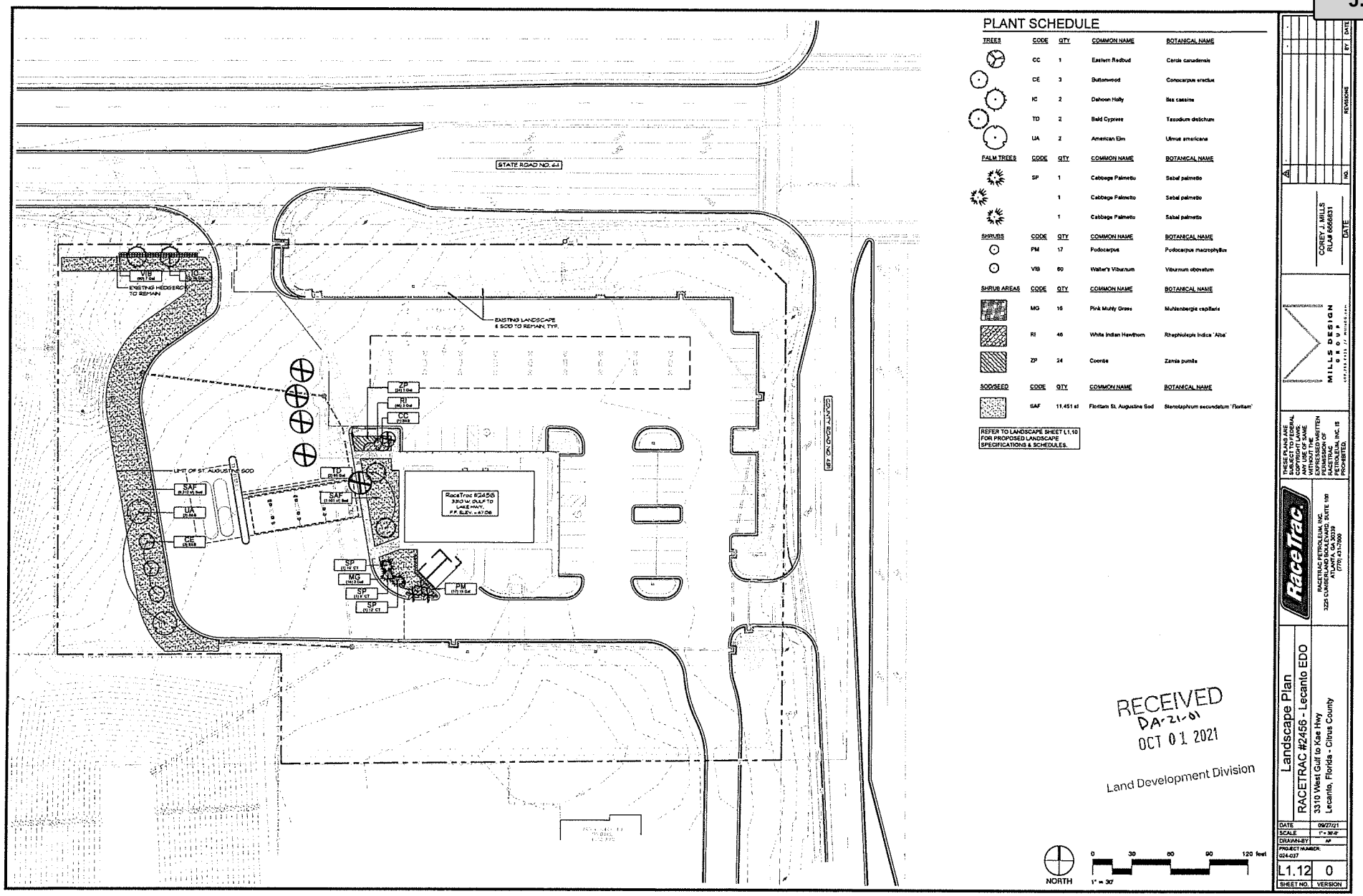
RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BLVD. SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Landscape Demo Plan
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kas Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN BY	AP
PROJECT NUMBER	624-037
SHEET NO.	L1.11
VERSION	0

Attachment: Exhibit F addition (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac



PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	CC	1	Eastern Redbud	Cercis canadensis
	CE	3	Buttonwood	Conocarpus erectus
	IC	2	Dahoon Holly	Ilex cassine
	TD	2	Bald Cypress	Taxodium distichum
	UA	2	American Elm	Ulmus americana

PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SP	1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	PM	17	Podocarpus	Podocarpus macrophyllus
	VIB	60	Walter's Viburnum	Viburnum obovatum

SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	MG	16	Pink Muhly Grass	Muhlenbergia capillaris
	RI	46	White Indian Hawthorn	Rhaphiolepis indica 'Alba'
	ZP	24	Coontie	Zamia pumila

SOD/SEED	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SAF	11,451 sf	Floritam St. Augustine Sod	Stenotaphrum secundatum 'Floritam'

REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.

RECEIVED
DA-21-01
OCT 01 2021
Land Development Division

NORTH
0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE

COREY J. MILLS
FLA# 6666831
DATE

MILLS DESIGN GROUP

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF THESE WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BLVD SE, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Landscape Plan
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Lake Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN BY	AP
PROJECT NUMBER	024-037
SHEET NO.	L1.12
VERSION	0

Attachment: Exhibit F addition (18511 : DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.
AGENDA DATE:	**November 04, 2021**

BRIEF OVERVIEW:

A request to modify the Land Development Code Atlas and the Master Plan (Planned Unit Development-PUD) known as Preservation Point (CPA/AA/PDO-11-03) for multiple items including revising the number of RV units, configuration, recreation and phasing. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code.

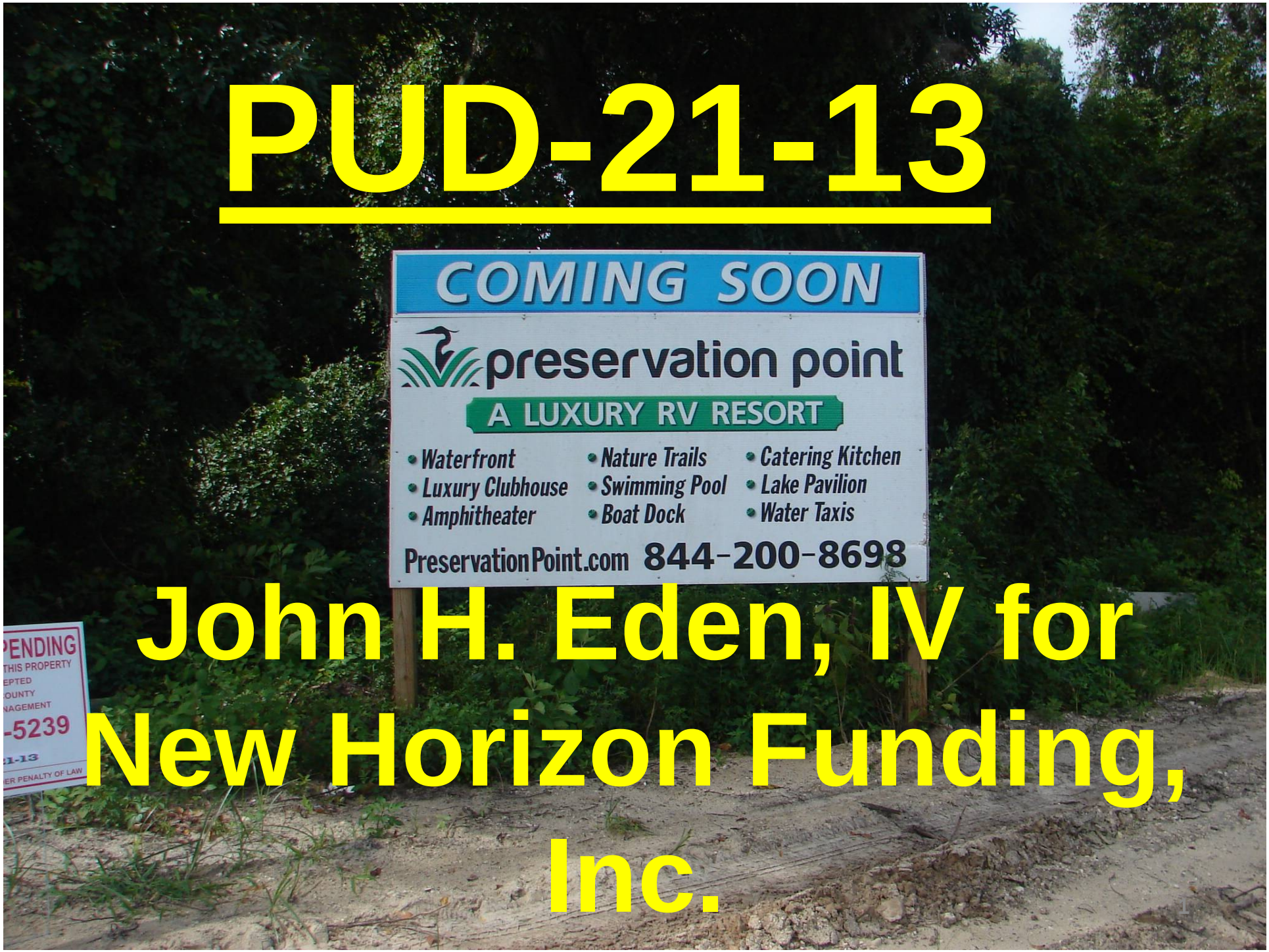
BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

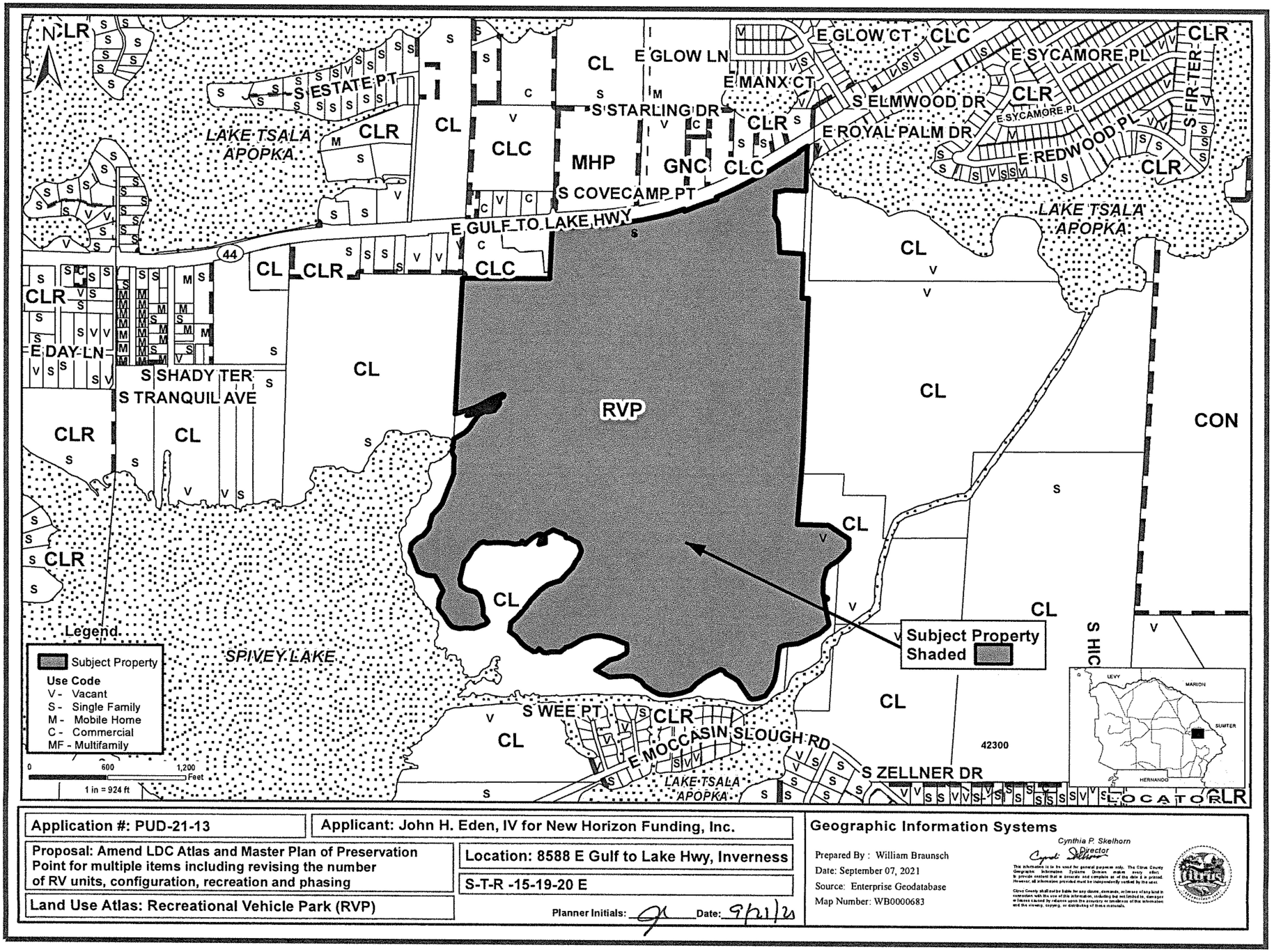
Conduct a public hearing on November 4, 2021, to review and consider, PUD-21-13 - John H. Eden, IV for New Horizon Funding, Inc.

PUD-21-13



John H. Eden, IV for New Horizon Funding, Inc.

Attachment: PDC coordinator pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



Application #: PUD-21-13	Applicant: John H. Eden, IV for New Horizon Funding, Inc.
Proposal: Amend LDC Atlas and Master Plan of Preservation Point for multiple items including revising the number of RV units, configuration, recreation and phasing	Location: 8588 E Gulf to Lake Hwy, Inverness
Land Use Atlas: Recreational Vehicle Park (RVP)	S-T-R -15-19-20 E

Planner Initials: _____ Date: 9/21/21

Geographic Information Systems

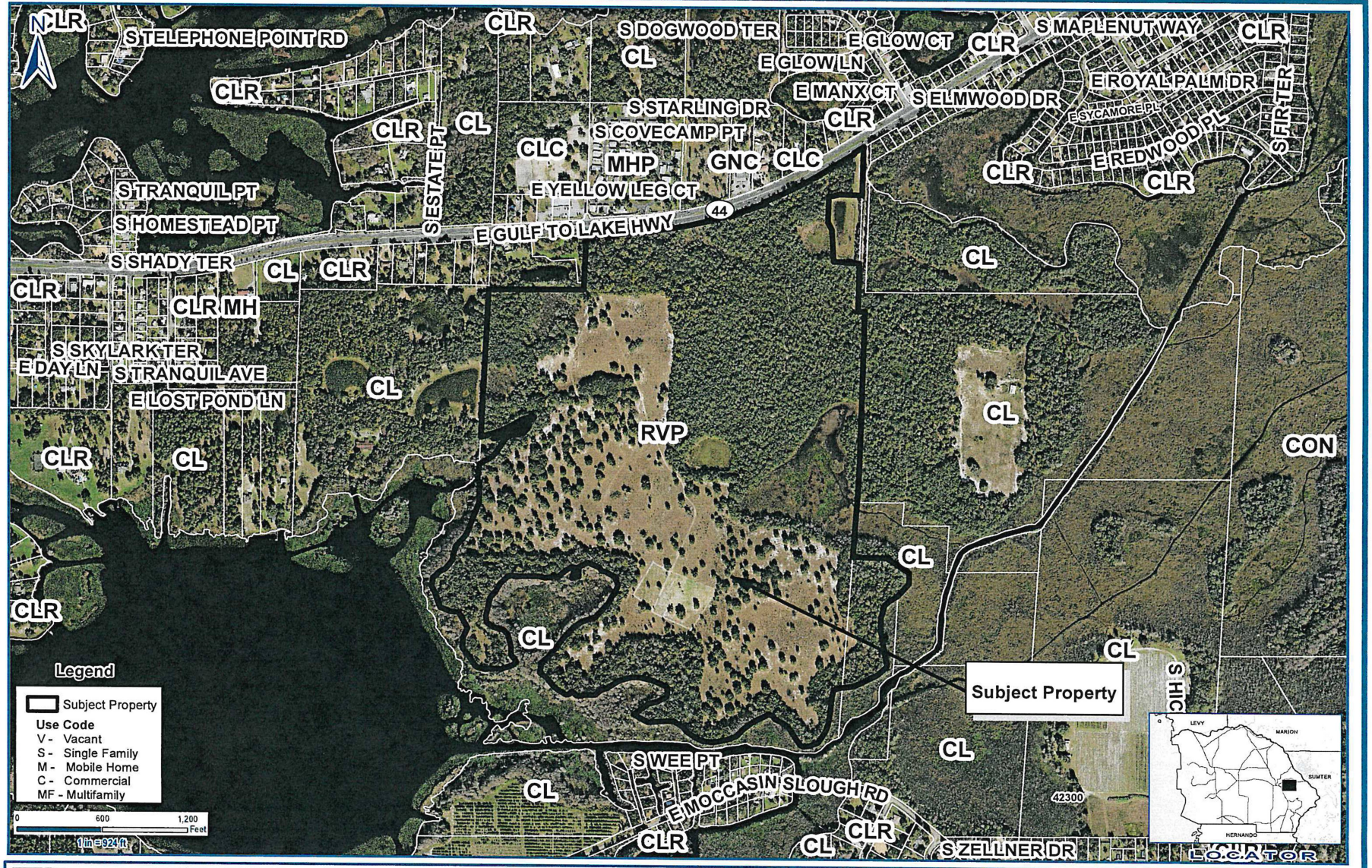
Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: September 07, 2021
Source: Enterprise Geodatabase
Map Number: WB0000683

The information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide reasonably accurate and complete as of this date & period. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of the information and the viewing, copying, or distributing of these materials.

Attachment: PDC coordinator pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



Application #: PUD-21-13	Applicant: John H. Eden, IV for New Horizon Funding, Inc.
Proposal: Amend LDC Atlas and Master Plan of Preservation Point for multiple items including revising the number of RV units, configuration, recreation and phasing	Location: 8588 E Gulf to Lake Hwy, Inverness
Land Use Atlas: Recreational Vehicle Park (RVP)	S-T-R -15-19-20 E
	Planner Initials: _____ Date: 9/21/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: September 07, 2021
Source: Enterprise Geodatabase
Map Number: WB0000685

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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3

Attachment: PDC coordinator pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

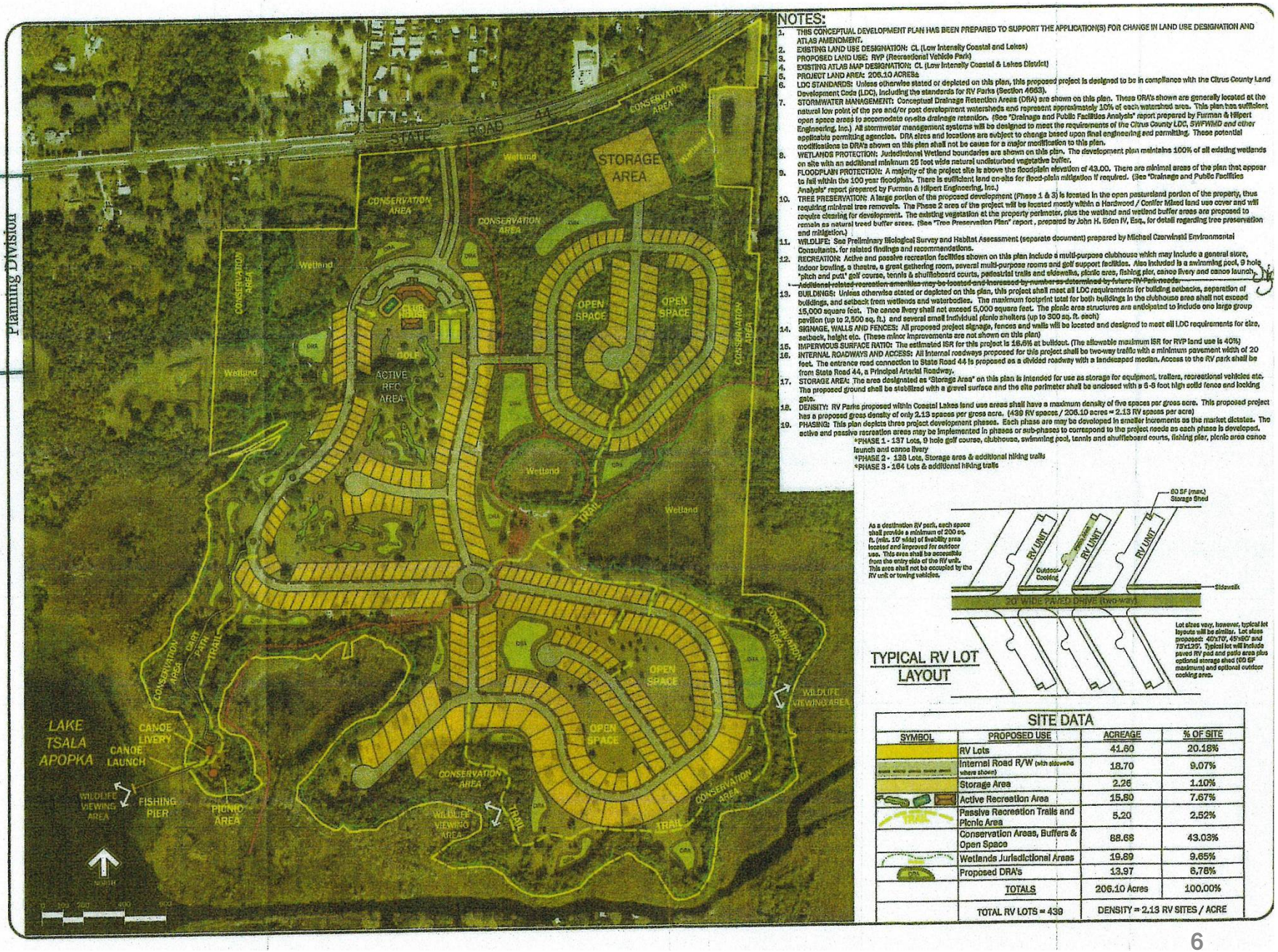


Attachment: PDC coordinator pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



Attachment: PDC coordinator pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

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JUN 02 2011
Planning Division



NOTES:

1. THIS CONCEPTUAL DEVELOPMENT PLAN HAS BEEN PREPARED TO SUPPORT THE APPLICATION(S) FOR CHANGE IN LAND USE DESIGNATION AND ATLAS AMENDMENT.
2. EXISTING LAND USE DESIGNATION: CL (Low Intensity Coastal and Lakes)
3. PROPOSED LAND USE: RVP (Recreational Vehicle Park)
4. EXISTING ATLAS MAP DESIGNATION: CL (Low Intensity Coastal & Lakes District)
5. PROJECT LAND AREA: 206.10 ACRES±
6. LDC STANDARDS: Unless otherwise stated or depicted on this plan, this proposed project is designed to be in compliance with the Citrus County Land Development Code (LDC), including the standards for RV Parks (Section 4663).
7. STORMWATER MANAGEMENT: Conceptual Drainage Retention Areas (DRA) are shown on this plan. These DRA's shown are generally located at the natural low point of the pre and/or post development watersheds and represent approximately 10% of each watershed area. This plan has sufficient open space areas to accomodate on-site drainage retention. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.) All stormwater management systems will be designed to meet the requirements of the Citrus County LDC, SWFWMD and other applicable permitting agencies. DRA sizes and locations are subject to change based upon final engineering and permitting. These potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
8. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
9. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.)
10. TREE PRESERVATION: A large portion of the proposed development (Phase 1 & 3) is located in the open pastureland portion of the property, thus requiring minimal tree removals. The Phase 2 area of the project will be located mostly within a Hardwood / Conifer Mixed land use cover and will require clearing for development. The existing vegetation at the property perimeter, plus the wetland and wetland buffer areas are proposed to remain as natural treed buffer areas. (See "Tree Preservation Plan" report , prepared by John H. Eden IV, Esq., for detail regarding tree preservation and mitigation.)
11. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants, for related findings and recommendations.
12. RECREATION: Active and passive recreation facilities shown on this plan include a multi-purpose clubhouse which may include a general store, indoor bowling, a theatre, a great gathering room, several multi-purpose rooms and golf support facilities. Also included is a swimming pool, 9 hole "pitch and putt" golf course, tennis & shuffleboard courts, pedestrial trails and sidewalks, picnic area, fishing pier, canoe livery and canoe launch. Additional related recreation amenities may be located and increased by number as determined by future RV Park needs.
13. BUILDINGS: Unless otherwise stated or depicted on this plan, this project shall meet all LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The maximum footprint total for both buildings in the clubhouse area shall not exceed 15,000 square feet. The canoe livery shall not exceed 5,000 square feet. The picnic area structures are anticipated to include one large group pavilion (up to 2,500 sq. ft.) and several small individual picnic shelters (up to 300 sq. ft. each)
14. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
15. IMPERVIOUS SURFACE RATIO: The estimated ISR for this project is 16.6% at buildout. (The allowable maximum ISR for RVP land use is 40%)
16. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be two-way traffic with a minimum pavement width of 20 feet. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
17. STORAGE AREA: The area designated as "Storage Area" on this plan is intended for use as storage for equipment, trailers, recreational vehicles etc. The proposed ground shall be stabilized with a gravel surface and the site perimeter shall be enclosed with a 6-8 foot high solid fence and locking gate.
18. DENSITY: RV Parks proposed within Coastal Lakes land use areas shall have a maximum density of five spaces per gross acre. This proposed project has a proposed gross density of only 2.13 spaces per gross acre. (439 RV spaces / 206.10 acres = 2.13 RV spaces per acre)
19. PHASING: This plan depicts three project development phases. Each phase are may be developed in smaller increments as the market dictates. The active and passive recreation areas may be implemented in phases or sub-phases to correspond to the project needs as each phase is developed.
    - *PHASE 1 - 137 Lots, 9 hole golf course, clubhouse, swimming pool, tennis and shuffleboard courts, fishing pier, picnic area canoe launch and canoe livery
    - *PHASE 2 - 138 Lots, Storage area & additional hiking trails
    - *PHASE 3 - 164 Lots & additional hiking trails

As a destination RV park, each space shall provide a minimum of 200 sq. ft. (min. 10' wide) of livability area located and improved for outdoor use. This area shall be accessible from the entry side of the RV unit. This area shall not be occupied by the RV unit or towing vehicles.

Lot sizes vary, however, typical lot layouts will be similar. Lot sizes proposed: 40'x70', 45'x80' and 75'x125'. Typical lot will include paved RV pad and patio area plus optional storage shed (60 SF maximum) and optional outdoor cooking area.

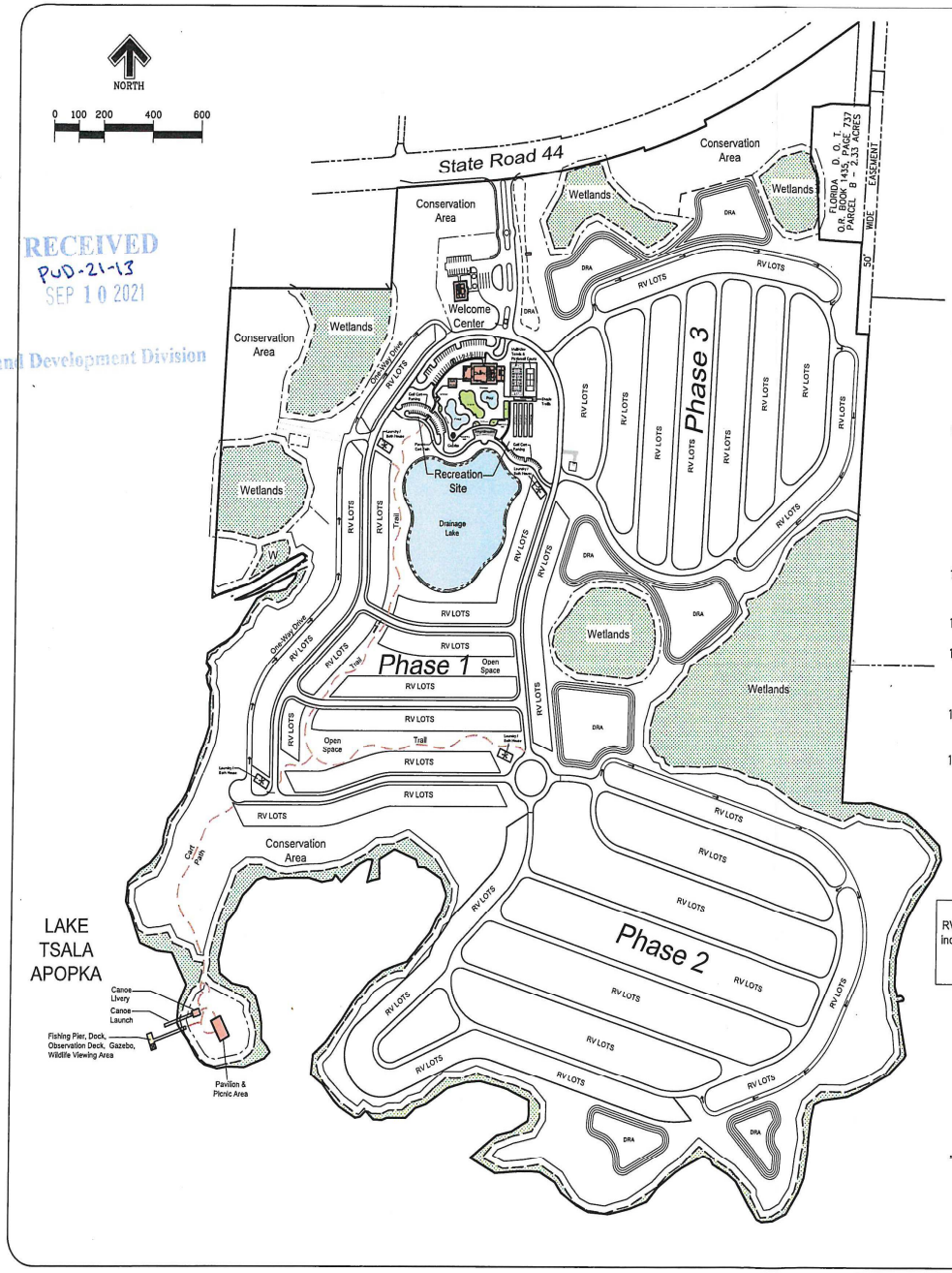
TYPICAL RV LOT LAYOUT

SITE DATA

SYMBOL	PROPOSED USE	ACREAGE	% OF SITE
	RV Lots	41.60	20.18%
	Internal Road R/W (with sidewalks where shown)	18.70	9.07%
	Storage Area	2.26	1.10%
	Active Recreation Area	15.80	7.67%
	Passive Recreation Trails and Picnic Area	5.20	2.52%
	Conservation Areas, Buffers & Open Space	88.68	43.03%
	Wetlands Jurisdictional Areas	19.89	9.65%
	Proposed DRA's	13.97	6.78%
	TOTALS	206.10 Acres	100.00%
	TOTAL RV LOTS = 439	DENSITY = 2.13 RV SITES / ACRE	

6

Attachment: PDC coordinator pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



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SEP 10 2021
Land Development Division

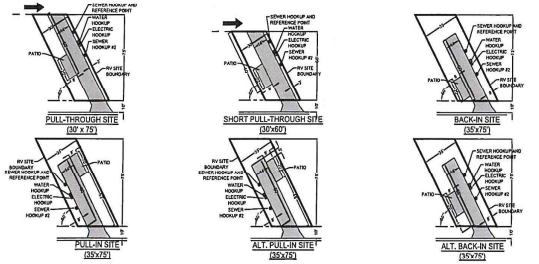
NOTES:

1. THE DEVELOPMENT AREAS AND RECREATION SITE PLAN SHOWN ARE CONCEPTUAL ONLY AND MAY BE MODIFIED AS THOSE PROJECT AREAS ARE ENGINEERED.
2. TOTAL PROJECT LAND AREA: 234 ACRES±.
3. STORMWATER MANAGEMENT: Drainage Retention Areas are planned to be located primarily within the proposed interior manmade lined lake areas and other open space areas. This plan has sufficient open space areas to accommodate on-site drainage retention. DRA sizes and locations are subject to change based upon final engineering and permitting. Potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
4. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
5. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required.
6. TREE PRESERVATION: Trees are proposed to be preserved within the wetland areas of the site and wetland buffer areas as required by permitting agencies. Additional tree preservation and mitigation standards shall follow the requirements of the Citrus County LDC.
7. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants. for related findings and recommendations.
8. RECREATION: The primary proposed active and passive recreation facilities and locations are shown on this plan. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development. Any additional future recreation components (not shown on the plan) in Phase 1, 2 and 3 areas may be allowable provided that they are located outside of conservation or wetlands areas, unless otherwise allowed, and meet LDC standards.
9. BUILDINGS: Proposed buildings shown on this plan shall meet all Citrus County LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The proposed building uses and size limitations shown on the Preservation Point RV Resort Conceptual Site Plan, may have minor modifications during the final design of the buildings. Proposed building sizes: (Welcome Center: 3,600 SF± including porches; Clubhouse Site total of all buildings shall not exceed 15,000 SF; Lakeside Recreation Area Pavilion, Canoe Livery and Fishing Pier Gazebo total of all buildings shall not exceed: 4,900 SF; Laundry / Bath Houses sized per need – locations to be determined). The Clubhouse building may include a general store and catering kitchen for use by the RV Resort guests and not the general public. The fishing pier, dock and canoe launch area improvements are for the use of the RV Resort guests and not the general public.
10. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all Citrus County LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
11. IMPERVIOUS SURFACE RATIO: The project site shall not exceed the allowable ISR per the Citrus County Land Development Code.
12. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be one or two-way traffic with a minimum pavement width based upon requirements for the type of use and traffic flow. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
13. DENSITY: *Per the Citrus County Land Development Code, RV Parks shall have a maximum density of ten spaces per gross acre* The proposed plan meets the density allowances as allowed by the Citrus County LDC, Comprehensive Plan and applicable State Statutes.
14. PHASING: This plan depicts three project development phase areas. Each phased area may be developed in smaller increments as the market dictates. Each phase or sub-phase will include the construction of related drives, stormwater, utilities, etc. required to serve that development area. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development.

PHASE 1:	To be determined
PHASE 2:	To be determined
PHASE 3:	To be determined
TOTAL RV Sites:	1,000 Maximum Total RV Sites

TYPICAL RV SITE TYPES

RV Site Development areas will incorporate a mix of RV Site types and sizes. The RV Lot details shown below do not include all possible RV lot configurations or sizes. Individual RV Sites shall have a minimum area of 1,500 square feet and a minimum width of 30 feet per the Citrus County Land Development Code. A storage shed (not shown on details) shall be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.



PLAN REVISIONS: DESCRIPTION | DATE

Conceptual Site Plan
September 9, 2021

Preservation Point
RV Resort
Citrus County, Florida

Community Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone:352-637-1742
(E) pauldd2000@tampabay.rr.com

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

DRAWN BY:	PCG
DATE:	09/09/21
SCALE:	1"=200'

SHEET
L1 OF 1

Attachment: PDC coordinator pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

PUD-21-13

Application No.: CPA/AA/PDD-11-03 Date: 8/19/21

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

Applicant*
Name: John H. Eden IV
Address: 217 N. Apopka Ave.
City: Inverness
State: FL Zip: 34450
Phone: 352.220.5005
Email: attyeden@elgpa.com

Property Owner
Name: New Horizon Funding, Inc.
Address: 217 N. Apopka Ave
City: Inverness
State: FL Zip: 34450
Phone: 352.220.5005
Email:

Property Description: Section: 15 Township: 19S South Range: 20 East
Legal Description: See Attached Exhibit A
Subdivision: N/A Lot(s): N/A Block/Parcel: N/A
Alternate Key #: 3113128 Parcel ID: 15 19S 20E 10000
Acreage: 230 acres

___ New Planned Unit Development
X Amendment to a Previously Approved Planned Development Previous Application No.: CPA/AA/PDD-11-0

Is this hearing being requested as a result of a Code Violation Notice? Yes ___ No X
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): Elimination of golf course, subdivision of property. Will remain under single ownership, Rental RV Park, increase in density (1.3 sites/acre overall) eliminate sidewalks & certain other conditions. Increase sq. footage clubhouse. See Exhibit attached for specific req.

Directions to Property: Hwy. 44 E, 2 miles east of Inverness
Addendum to PUD App. attached

The Applicant is: X 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:

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 John H Eden IV, who is personally known to me or provided ___ as identification and who did not take an oath.
WITNESS my hand and official seal this 19th day of August, 2021.

Signature
Paula J. Downin
Printed Name

Seal

PAULA J. DOWNIN
MY COMMISSION # HH 106272
EXPIRES April 13, 2025
Bonded Thru Western Surety Co.

For Staff Use Only
Date: 8/20/21 Time: ___ Initials: Amy B.

PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

RECEIVED
PUD-21-13
SEP 10 2021
Land Development Division

Community
Land Design, Inc.
Landscape Architecture
LC26000227

LETTER OF TRANSMITTAL

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

FROM: Paul Gibbs, Landscape Architect

DATE: September 9, 2021

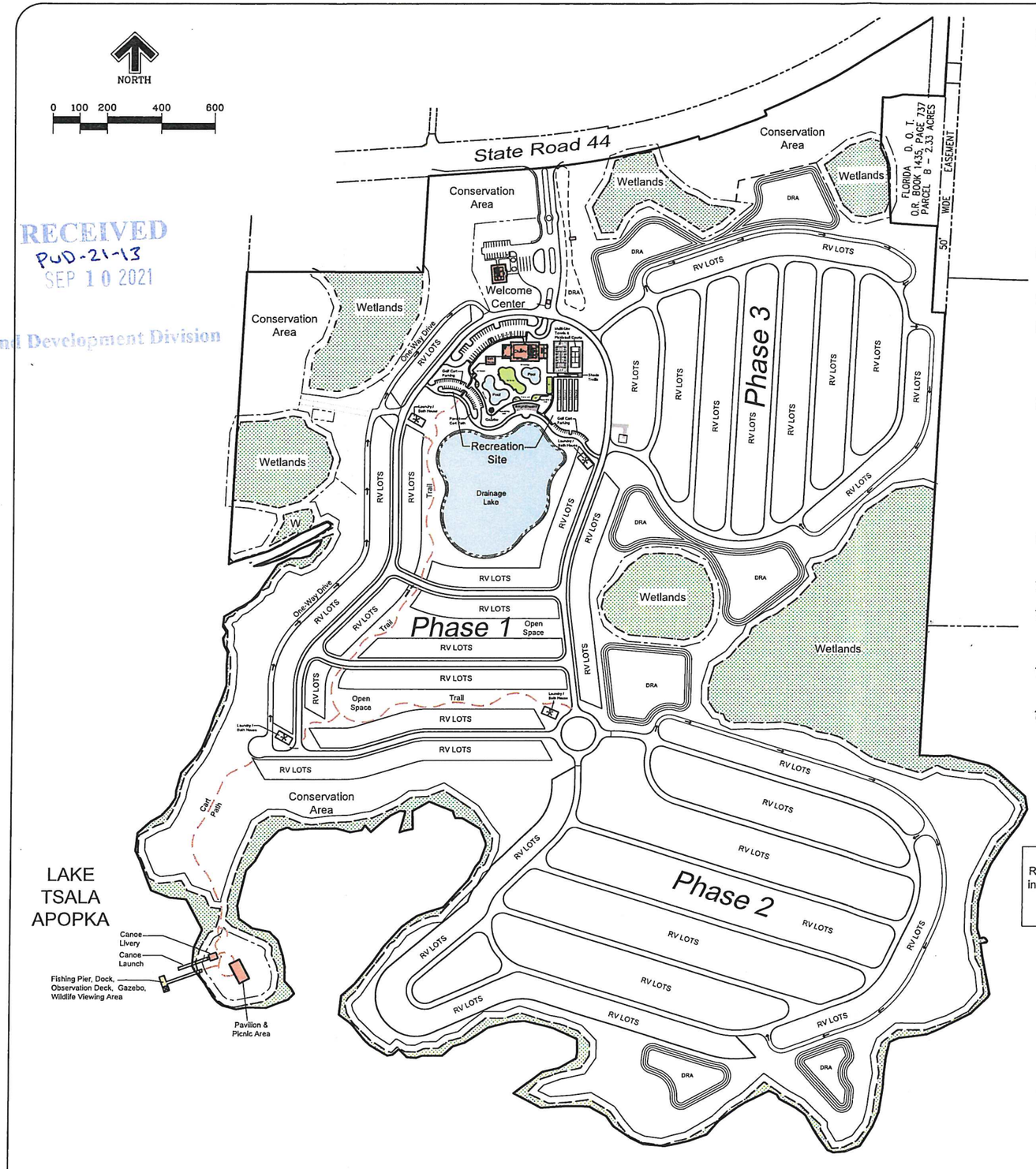
RE: Preservation Point RV Resort (PUD-21-13)
Letter of Sufficiency Determination Response

The Site Plan has received minor updates in response to your Letter of Sufficiency Determination dated August 31, 2021. Below is a summary of plan updates in the order of your list of questions / comments:

1. The Site Plan title has been modified to read "Conceptual Site Plan", September 9, 2021
2. Note 8 on the Conceptual Site Plan regarding Recreation facilities and phasing has been updated for clarification.
3. Note 9 on the Conceptual Site Plan regarding Buildings has been updated for clarification.
4. Note 14 on the Conceptual Site Plan regarding Phasing has been updated for clarification.
5. The Typical RV Site Type details have been updated to show the RV Site layouts and dimensions. A note has been added to the RV Site Types details to allow other RV Site sizes and dimensions as long as they meet the LDC requirements of 30 foot minimum width and 1,500 sq. ft. min. RV Site area. Storage sheds (not shown on the details) may be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.
6. The General Store, Catering Kitchen and Dock Area uses are clarified in note 9 on the Conceptual Site Plan.
7. The potential water taxi service would be provided by a 3rd party entity and is not specifically part of the proposed development plan.

1773 East Cleveland Street, Hernando, FL 34442
: 352-637-1742 : paulcld2000@tampabay.rr.com : www.communitylanddesign.com

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



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PUD-21-13
SEP 10 2021
Land Development Division

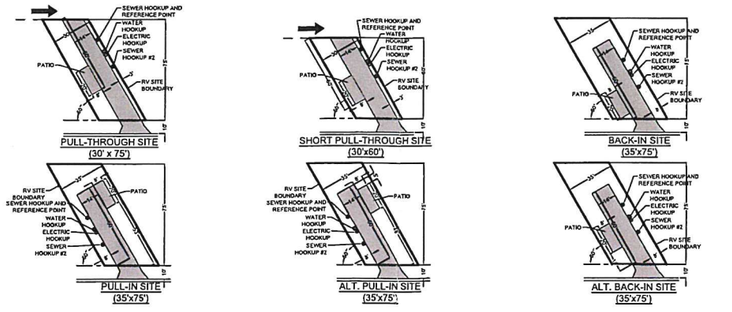
NOTES:

1. THE DEVELOPMENT AREAS AND RECREATION SITE PLAN SHOWN ARE CONCEPTUAL ONLY AND MAY BE MODIFIED AS THOSE PROJECT AREAS ARE ENGINEERED.
2. TOTAL PROJECT LAND AREA: 234 ACRES±.
3. STORMWATER MANAGEMENT: Drainage Retention Areas are planned to be located primarily within the proposed interior manmade lined lake areas and other open space areas. This plan has sufficient open space areas to accommodate on-site drainage retention. DRA sizes and locations are subject to change based upon final engineering and permitting. Potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
4. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
5. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required.
6. TREE PRESERVATION: Trees are proposed to be preserved within the wetland areas of the site and wetland buffer areas as required by permitting agencies. Additional tree preservation and mitigation standards shall follow the requirements of the Citrus County LDC.
7. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants. for related findings and recommendations.
8. RECREATION: The primary proposed active and passive recreation facilities and locations are shown on this plan. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development. Any additional future recreation components (not shown on the plan) in Phase 1, 2 and 3 areas may be allowable provided that they are located outside of conservation or wetlands areas, unless otherwise allowed, and meet LDC standards.
9. BUILDINGS: Proposed buildings shown on this plan shall meet all Citrus County LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The proposed building uses and size limitations shown on the Preservation Point RV Resort Conceptual Site Plan, may have minor modifications during the final design of the buildings. Proposed building sizes: (Welcome Center: 3,600 SF± including porches; Clubhouse Site total of all buildings shall not exceed 15,000 SF; Lakeside Recreation Area Pavilion, Canoe Livery and Fishing Pier Gazebo total of all buildings shall not exceed: 4,900 SF; Laundry / Bath Houses sized per need – locations to be determined). The Clubhouse building may include a general store and catering kitchen for use by the RV Resort guests and not the general public. The fishing pier, dock and canoe launch area improvements are for the use of the RV Resort guests and not the general public.
10. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all Citrus County LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
11. IMPERVIOUS SURFACE RATIO: The project site shall not exceed the allowable ISR per the Citrus County Land Development Code.
12. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be one or two-way traffic with a minimum pavement width based upon requirements for the type of use and traffic flow. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
13. DENSITY: *Per the Citrus County Land Development Code, RV Parks shall have a maximum density of ten spaces per gross acre.* The proposed plan meets the density allowances as allowed by the Citrus County LDC, Comprehensive Plan and applicable State Statutes.
14. PHASING: This plan depicts three project development phase areas. Each phased area may be developed in smaller increments as the market dictates. Each phase or sub-phase will include the construction of related drives, stormwater, utilities, etc. required to serve that development area. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development.

PHASE 1:	To be determined
PHASE 2:	To be determined
PHASE 3:	To be determined
TOTAL RV Sites:	1,000 Maximum Total RV Sites

TYPICAL RV SITE TYPES

RV Site Development areas will incorporate a mix of RV Site types and sizes. The RV Lot details shown below do not include all possible RV lot configurations or sizes. Individual RV Sites shall have a minimum area of 1,500 square feet and a minimum width of 30 feet per the Citrus County Land Development Code. A storage shed (not shown on details) shall be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.



PLAN REVISIONS:

DATE	DESCRIPTION

Conceptual Site Plan
September 9, 2021

Preservation Point RV Resort

Citrus County, Florida

Community Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone:352-637-1742
(E): paulcld2000@tampabay.rr.com

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

DRAWN BY:	PCG
DATE:	09/09/21
SCALE:	1"=200'

SHEET
L1 0F 1

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

AMENDED PUD APPLICATION ADDENDUM
(Rev. 8/19/21)

CPA/GFLUM /LDC Atlas Map
Amendment/AA Application
Citrus County File#: CPACPA/AA-PDO-11-03

History of Pending Application:

1. The Applicant seeks to amend its PUD that was approved in 2011. This Addendum is being filed contemporaneously with the application to provide additional information in support of said application.

Project Description

2. The site is further located and identified as follows:
   Section: 15
   Township: 19S
   Range: 20E
   Alternate Key ID: 3113128
   Lot/Parcel: 15 19S 20E 10000

PUD-21-13

It is the intent of this application to comply with all relevant sections of the adopted Comprehensive Plan and the Land Development Code, including the applicable sections within Chapters 4 and 5 of the LDC. The attached documents contain prior staff approval letter with mark ups, deeds, and other pertinent data, .

As you are aware, the Applicant proposes to develop an upscale RV destination resort to accommodate class "A" motor homes and fifth wheel RVs on a 230 acre parcel of land which will not exceed a maximum of 1,000 RV sites (which is approx.. 4.35 sites/acre). The number of sites for each phase will be determined upon submission of the improvement plans for each phase. I understand the LDC allows up to 10sites/acre. Therefore, we are requesting a total overall density of more than 50% less than the maximum allowed by the LDC. The previously approved 9 hole executive golf course has been deleted for marketing and conservation reasons. Most of the amenities will be located in Phase I of the development such as the clubhouse/general store, pools, amphitheater, canoe livery and canoe launching area, dock, lakeside pavilion, significant pedestrian and bicycle trails, minimum open/common areas not less than 30%, and significant natural habitat and wetlands preservation. The site will be developed in at least three phases. However, it is requested that Phase I be developed in subphases (i.e. Part 1-land clearing & mass grading, Part 2-site development and utilities, pools, lakeside pavilion, dock, and pickle ball/tennis courts, Part 3-clubhouse and other recreational amenities as indicated on the master plan. Applicant seeks a land clearing and mass grading permit based on the prior approved PUD plan for Phase 1. Subsequently, we will submit the final modified engineered plan for Phase 1 so we can begin construction of the infrastructure and RV sites. Applicant will request a temporary CO upon completion of X% (TBD) of the RV sites in

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

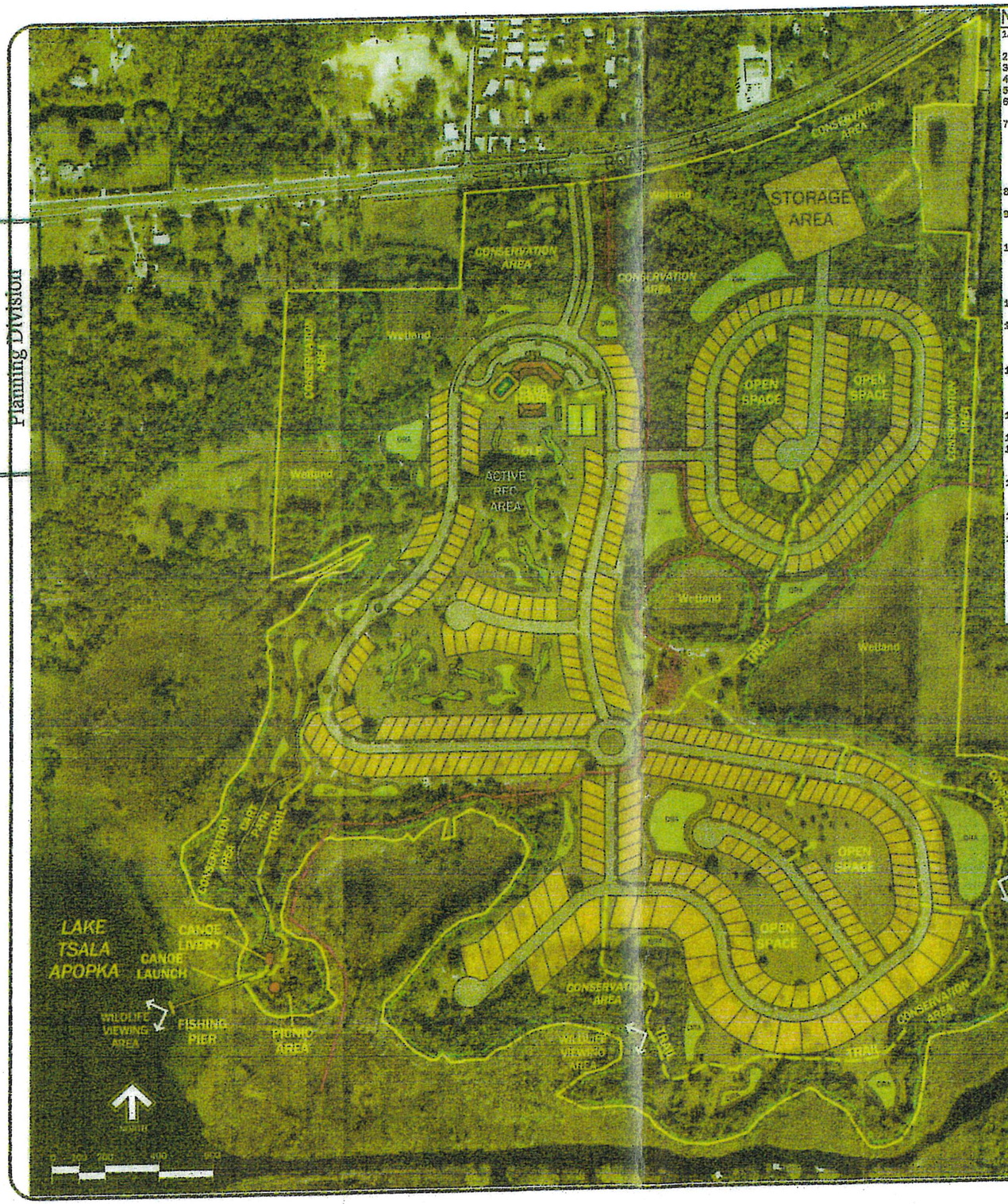
Phase I so that we can start generating income while we are constructing the clubhouse and other amenities and possibly the next 100 sites in phase II.

The proposed RV sites have changed in size and may vary. See notes on the master plan submitted contemporaneously herewith. Changes and/or deletions to the 31 development conditions previously approved by Citrus County Staff are attached with notations regarding further changes. Please contact John Eden at 352.220.5005 with any questions, comments or requests for further information that you may have. Thank you

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

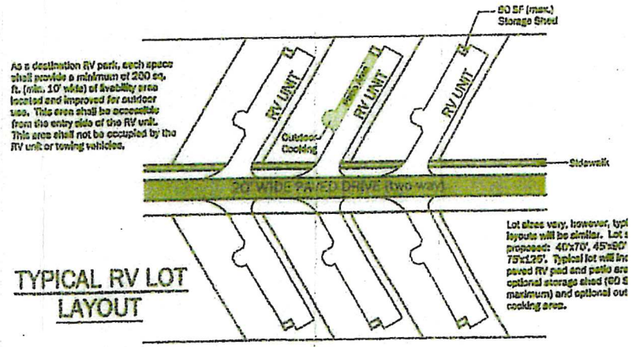
PUD-21-13

RECEIVED
CPA/AR/PDD 11-03
JUN 02 2011
Planning Division



NOTES:

1. THIS CONCEPTUAL DEVELOPMENT PLAN HAS BEEN PREPARED TO SUPPORT THE APPLICATION(S) FOR CHANGE IN LAND USE DES... ATLAS AMENDMENT.
2. EXISTING LAND USE DESIGNATION: CL (Low Intensity Coastal and Lakes)
3. PROPOSED LAND USE: RVP (Recreational Vehicle Park)
4. EXISTING ATLAS MAP DESIGNATION: CL (Low Intensity Coastal & Lakes District)
5. PROJECT LAND AREA: 206.10 ACRES±
6. LDC STANDARDS: Unless otherwise stated or depicted on this plan, this proposed project is designed to be in compliance with the Citrus County Development Code (LDC), including the standards for RV Parks (Section 4663).
7. STORMWATER MANAGEMENT: Conceptual Drainage Retention Areas (DRA) are shown on this plan. These DRA's shown are generally located at natural low point of the pre and/or post development watersheds and represent approximately 10% of each watershed area. This plan has suffi open space areas to accomodate on-site drainage retention. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.) All stormwater management systems will be designed to meet the requirements of the Citrus County LDC, SWFWMD and other applicable permitting agencies. DRA sizes and locations are subject to change based upon final engineering and permitting. These potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
8. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetla on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
9. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that app to fall within the 100 year floodplain. There is sufficient land on site for flood-plain mitigation if required. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.)
10. TREE PRESERVATION: A large portion of the proposed development (Phase 1 & 3) is located in the open pastureland portion of the property, tha requiring minimal tree removals. The Phase 2 area of the project will be located mostly within a Hardwood / Conifer Mixed land use cover and w require clearing for development. The existing vegetation at the property perimeter, plus the wetland and wetland buffer areas are proposed to remain as natural treed buffer areas. (See "Tree Preservation Plan" report, prepared by John H. Eden IV, Esq., for detail regarding tree preservat and mitigation.)
11. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants, for related findings and recommendations.
12. RECREATION: Active and passive recreation facilities shown on this plan include a multi-purpose clubhouse which may include a general store, indoor bowling, a theatre, a great gathering room, several multi-purpose rooms and golf support facilities. Also included is a swimming pool, 9 h "pitch and putt" golf course, tennis & shuffleboard courts, pedestrial trails and sidewalks, picnic area, fishing pier, canoe livery and canoe launch ~~Additional related recreation amenities may be located and increased by number as determined by future RV Park needs.~~
13. BUILDINGS: Unless otherwise stated or depicted on this plan, this project shall meet all LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The maximum footprint total for both buildings in the clubhouse area shall not exceed 15,000 square feet. The canoe livery shall not exceed 5,000 square feet. The picnic area structures are anticipated to include one large group pavilion (up to 2,500 sq. ft.) and several small individual picnic shelters (up to 300 sq. ft. each)
14. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all LDC requirements for si setback, height etc. (These minor improvements are not shown on this plan)
15. IMPERVIOUS SURFACE RATIO: The estimated ISR for this project is 16.6% at buildout. (The allowable maximum ISR for RVP land use is 40%)
16. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be two-way traffic with a minimum pavement width of 2 feet. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall h from State Road 44, a Principal Arterial Roadway.
17. STORAGE AREA: The area designated as "Storage Area" on this plan is intended for use as storage for equipment, trailers, recreational vehicles The proposed ground shall be stabilized with a gravel surface and the site perimeter shall be enclosed with a 6-8 foot high solid fence and locki gate.
18. DENSITY: RV Parks proposed within Coastal Lakes land use areas shall have a maximum density of five spaces per gross acre. This proposed p has a proposed gross density of only 2.13 spaces per gross acre. (439 RV spaces / 206.10 acres = 2.13 RV spaces per acre)
19. PHASING: This plan depicts three project development phases. Each phase are may be developed in smaller increments as the market dictates active and passive recreation areas may be implemented in phases or sub-phases to correspond to the project needs as each phase is develope
    - *PHASE 1 - 137 Lots, 9 hole golf course, clubhouse, swimming pool, tennis and shuffleboard courts, fishing pier, picnic area c launch and canoe livery
    - *PHASE 2 - 138 Lots, Storage area & additional hiking trails
    - *PHASE 3 - 164 Lots & additional hiking trails



TYPICAL RV LOT LAYOUT

SITE DATA

SYMBOL	PROPOSED USE	ACREAGE	% OF SITE
	RV Lots	41.60	20.18%
	Internal Road R/W (with sidewalks where shown)	18.70	9.07%
	Storage Area	2.26	1.10%
	Active Recreation Area	15.80	7.67%
TRAIL	Passive Recreation Trails and Picnic Area	5.20	2.52%
	Conservation Areas, Buffers & Open Space	88.68	43.03%
	Wetlands Jurisdictional Areas	19.89	9.65%
DRA	Proposed DRA's	13.97	6.76%
	TOTALS	206.10 Acres	100.00%
	TOTAL RV LOTS = 439	DENSITY = 2.13 RV SITES / ACRE	

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2285 12/27/2019 4:23 PM 1 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

Exhibit A

Sales Price: $10.00
Doc. Stamps: $ .70
PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 5th day of March, 2019, by **BETTY JOHNS EDEN, an unremarried widow**, whose address is 2355 S. Eden Farm Road, Inverness, FL 34450 , as Grantor(s), to **NEW HORIZON FUNDING, INC., a Florida corporation**, whose address is P.O. Box 2755, Inverness, FL 34451, as Grantee(s).

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for good and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S PARCEL I.D. NO.: 20E19S15 10000

This deed is being recorded to correct and describe by government survey and metes and bounds description the lands conveyed to Grantee as previously described in O.R. Book 1631, Page 1047-1049, public records of Citrus County, Florida, and as later described in those deeds recorded in O.R. Book 1901, Page 1171, O.R. Book 1966, Page 334, O.R. Book 2410, Page 1616 and O.R. Book 2421, Page 886, all in the Public Records of Citrus County, Florida. Therefore, the original government survey and metes and bounds descriptions for the following described parcels as attached shall remain, for chain of title purposes, as the binding and official boundary legal descriptions for the lands described therein as was originally described and conveyed to John H. Eden Jr. and Betty Johns Eden in the public records of Citrus County, Florida.

Documentary stamps for the original conveyance were previously paid in full as evidenced in O.R. Book 1901, Page 1171, public records of Citrus County, Florida.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PUD-21-13

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2286 12/27/2019 4:23 PM 2 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use and benefit of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to both
Grantor(s):

Sign

Ashley Newman
Print

Sign

Paula J. Downin
Print

Grantor(s):

BETTY JOHNS EDEN
2355 S. Eden Farm Rd.
Inverness, FL 34450

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this 5th day of March, 2019, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **BETTY JOHNS EDEN,** who is personally known to me.

My commission expires:

NOTARY PUBLIC

PAULA J. DOWNIN
MY COMMISSION # GG 94073
EXPIRES April 13, 2021
Bonded Thru Western Surety Co.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2287 12/27/2019 4:23 PM 3 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

EXHIBIT "A"

PARCEL #1

ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

Section 15: (a) That part of the NE-1/4 of NE-1/4 lying south of State Road 44, and the S-1/2 of NE-1/4, LESS begin at the intersection of the south right-of-way line of State Road 44 and the east boundary line of said Section 15, run thence south along said east section boundary line 1200 feet, thence west 50 feet, thence north and parallel with said east section line to the south right-of-way line of State Road 44, thence northeasterly along said south right-of-way line to the point of beginning.

(b) That part of the fractional SE-1/4 lying north of the lake, and that part of the fractional NE-1/4 of SW-1/4 lying south and east of the lake, and that part of the fractional SE-1/4 of SW-1/4 lying north and east of the lake.

(The lake referred to above is Lake Tsala Apopka.)

PARCEL #2

Commence at the NW corner of the SW 1/4 of Section 14, Township 19 South, Range 20 East, thence S 3°12'10" W along the West line of said Section 14 a distance of 660.99 feet to the Point of Beginning, said point being the NW corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 89°39'10" E along the North line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 331.01 feet to the NE corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 3°19'32" W along the East line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 180.13 feet to the waters of Lake Tsala Apopka, thence Northwesterly and Northeasterly along said waters the following courses and distances: N 38°05'00" E 121.15 feet, N 0°59'51" W 77.56 feet, thence N 55°11'55" W 190.46 feet, thence S 89°56'10" W 231.97 feet to a point that bears N 3°12'10" E from the Point of Beginning, thence S 3°12'10" W 99.67 feet to the Point of Beginning.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PUD-21-13

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2288 12/27/2019 4:23 PM 4 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

PARCEL #3

S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

SUBJECT TO that certain Perpetual Easement recorded in Official Record Book 1435, page 746, public records of Citrus County, Florida.

LESS AND EXCEPT that certain property as described in Warranty Deed recorded in Official Record Book 1435, page 737, public records of Citrus County, Florida.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1068 3/10/2020 12:41 PM 1 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21 day of February, 2020, by **AMELIA EDEN BROWN f/k/a AMELIA SEYMOUR EDEN and GREGORY D. BROWN, wife and husband,** whose address is 2355 S. Eden Farm Rd., Inverness, FL 34450, as Grantors, to **NEW HORIZON FUNDING, INC., a Florida corporation,** whose address is P.O. Box 2755, Inverness, FL 34451 as Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantors, for good and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantees forever, all the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S TAX I.D. NO. 20E19S15 10000

Grantors acknowledge and attest that the above-described parcel of land is non-homestead property and that their homesteads are not contiguous to the above parcel.

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use and benefit of the said Grantee forever.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PUD-21-13

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1069 3/10/2020 12:41 PM 2 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to Grantors

Sign

Tora Outler
Print

Sign

LISA STRICKLAND
Print

Grantors:

AMELIA EDEN BROWN f/k/a
AMELIA SEYMOUR EDEN
2355 S. Eden Farm Rd.
Inverness, FL ~~34450~~

GREGORY D. BROWN
2355 S. Eden Farm Rd
Inverness, ~~FL 34450~~

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of [X] personal presence or [ ] online notarization, this 21 day of February, 2020 by **AMELIA EDEN BROWN f/k/a AMELIA SEYMOUR EDEN and GREGORY D. BROWN,** who is/are personally known to me or have/has provided
FL D/L & Military ID as identification..

My commission expires:

LISA STRICKLAND
Notary Public, State of Florida
My Comm. Expires December 9, 2023
Commission #GG 934771

NOTARY PUBLIC

PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1070 3/10/2020 12:41 PM 3 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

EXHIBIT "A"

PARCEL #1

ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

Section 15: (a) That part of the NE-1/4 of NE-1/4 lying south of State Road 44, and the S-1/2 of NE-1/4, LESS begin at the intersection of the south right-of-way line of State Road 44 and the east boundary line of said Section 15, run thence south along said east section boundary line 1200 feet, thence west 50 feet, thence north and parallel with said east section line to the south right-of-way line of State Road 44, thence northeasterly along said south right-of-way line to the point of beginning.

(b) That part of the fractional SE-1/4 lying north of the lake, and that part of the fractional NE-1/4 of SW-1/4 lying south and east of the lake, and that part of the fractional SE-1/4 of SW-1/4 lying north and east of the lake.

(The lake referred to above is Lake Tsala Apopka.)

PARCEL #2

Commence at the NW corner of the SW 1/4 of Section 14, Township 19 South, Range 20 East, thence S 3°12'10" W along the West line of said Section 14 a distance of 660.99 feet to the Point of Beginning, said point being the NW corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 89°39'10" E along the North line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 331.01 feet to the NE corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 3°19'33" W along the East line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 180.13 feet to the waters of Lake Tsala Apopka, thence Northwesterly and Northeasterly along said waters the following courses and distances: N 38°05'00" E 121.15 feet, N 0°59'51" W 77.56 feet, thence N 55°11'55" W 190.46 feet, thence S 89°56'10" W 231.97 feet to a point that bears N 3°12'10" E from the Point of Beginning, thence S 3°12'10" W 99.67 feet to the Point of Beginning.

PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1071 3/10/2020 12:41 PM 4 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PARCEL #3

S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

SUBJECT TO that certain Perpetual Easement recorded in Official Record Book 1435, page 746, public records of Citrus County, Florida.

LESS AND EXCEPT that certain property as described in Warranty Deed recorded in Official Record Book 1435, page 737, public records of Citrus County, Florida.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PUD-21-13

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013414 BK: 3045 PG: 1060 3/10/2020 12:41 PM 1 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21st day of February, 2020, by **MURIEL EDEN PAUL and MICHAEL EUGENE PAUL, wife and husband,** whose address is 177 N. 85 St., Wauwatosa, WI 53226, as Grantors, to **NEW HORIZON FUNDING, INC., a Florida corporation,** whose address is P.O. Box 2755, Inverness, FL 34451 as Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantors, for good and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantees forever, all the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S TAX I.D. NO. 20E19S15 10000

Grantors acknowledge and attest that the above-described parcel of land is non-homestead property and that their homesteads are not contiguous to the above parcel.

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use and benefit of the said Grantee forever.

PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013414 BK: 3045 PG: 1061 3/10/2020 12:41 PM 2 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to Grantors

Amelia Jamieson
Sign

Amelia Jamieson
Print

Lamont Taddesse
Sign

Lamont Taddesse
Print

Grantors:

Muriel J. Eden-Paul
MURIEL EDEN PAUL
177 N. 85 St.
Wauwatosa, WI 53226

Michael Eugene Paul
MICHAEL EUGENE PAUL
177 N. 85 St.
Wauwatosa, WI 53226

STATE OF WISCONSIN
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me by means of [**X**] personal presence or [ ] online notarization, this 21ST day of February, 2020 by **MURIEL EDEN PAUL and MICHAEL EUGENE PAUL,** who is/are personally known to me or have/has provided Drivers Licenses as identification.

My commission expires: 11/16/2020

W. Baldwin
NOTARY PUBLIC

WILLIAM DARNELL BALDWIN JR.
NOTARY PUBLIC
STATE OF WISCONSIN

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PUD-21-13

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013414 BK: 3045 PG: 1062 3/10/2020 12:41 PM 3 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

EXHIBIT "A"

PARCEL #1

ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

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(b) That part of the fractional SE-1/4 lying north of the lake, and that part of the fractional NE-1/4 of SW-1/4 lying south and east of the lake, and that part of the fractional SE-1/4 of SW-1/4 lying north and east of the lake.

(The lake referred to above is Lake Tsala Apopka.)

PARCEL #2

Commence at the NW corner of the SW 1/4 of Section 14, Township 19 South, Range 20 East, thence S 3°12'10" W along the West line of said Section 14 a distance of 660.99 feet to the Point of Beginning, said point being the NW corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 89°39'10" E along the North line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 331.01 feet to the NE corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 3°19'33" W along the East line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 180.13 feet to the waters of Lake Tsala Apopka, thence Northwesterly and Northeasterly along said waters the following courses and distances: N 36°05'00" E 121.15 feet, N 0°59'51" W 77.56 feet, thence N 55°11'55" W 190.46 feet, thence S 89°56'10" W 231.97 feet to a point that bears N 3°12'10" E From the Point of Beginning, thence S 3°12'10" W 99.67 feet to the Point of Beginning.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

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#2020013414 BK: 3045 PG: 1063 3/10/2020 12:41 PM 4 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PARCEL #3

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1064 3/10/2020 12:41 PM 1 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 2nd day of March, 2020, by **AMANDA EDEN ELLIS f/k/a AMANDA DAGGETT EDEN and HOWARD WARREN ELLIS, JR., wife and husband,** whose address is 1035 Biltmore Place, Lakeland, FL 33801-5403, as Grantors, to **NEW HORIZON FUNDING, INC., a Florida corporation,** whose address is P.O. Box 2755, Inverness, FL 34451 as Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantors, for good and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantees forever, all the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S TAX I.D. NO. 20E19S15 10000

Grantors acknowledge and attest that the above-described parcel of land is non-homestead property and that their homesteads are not contiguous to the above parcel.

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use and benefit of the said Grantee forever.

PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1065 3/10/2020 12:41 PM 2 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to Grantors

Sign

Print Dillan Spaulding

Sign Jennifer McLane

Print Jennifer McLane

Grantors:

Amanda Eden Ellis

AMANDA EDEN ELLIS f/k/a
AMANDA DAGGETT EDEN
1035 Biltmore Place
Lakeland, FL 33801-5403

Howard W. Ellis Jr.

HOWARD WARREN ELLIS, JR.
1035 Biltmore Place
Lakeland, FL 33801-5403

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [X] personal presence or [ ] online notarization, this 2nd day of March, 2020 by **AMANDA EDEN ELLIS f/k/a AMANDA DAGGETT EDEN and HOWARD WARREN ELLIS, JR.**, who is/are personally known to me or have/has provided FL Drivers Lic as identification.

Notary Public State of Florida
Angel N Wilkerson
My Commission # GG 132336
Expires 08/07/2021

My commission expires: 08/07/2021

Angel N Wilkerson
NOTARY PUBLIC

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PUD-21-13

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1066 3/10/2020 12:41 PM 3 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

EXHIBIT "A"

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ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

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(The lake referred to above is Lake Tsala Apopka.)

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PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1067 3/10/2020 12:41 PM 4 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PARCEL #3

S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

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Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PUD-21-13

Exhibit B

PM1-11-027

DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING DIVISION
2011 2nd CYCLE LARGE SCALE
COMPREHENSIVE PLAN/ATLAS AMENDMENT

CP/AA NUMBER: CPA/AA-PDO-11-03
ELEMENT: Amendment to the Comprehensive Plan and Land Development Code Atlas
SUBJECT: James A. Neal, Jr., ESQ. for John H. Eden, IV, ESQ. for New Horizon Funding, Inc.

DATE: May 18, 2011 **PREPARED BY: Cynthia L. Jones, Transportation Planner; Planning Division**

REQUEST FOR REVISION TO GENERALIZED FUTURE LAND USE MAP DESIGNATION, and LAND DEVELOPMENT CODE ATLAS DESIGNATION

GENERALIZED FUTURE LAND USE MAP(GFLUM):	From: CL, Low Intensity Coastal Lakes To: RVP, Recreational Vehicle Park
LAND DEVELOPMENT CODE ATLAS (LDCA):	From: CL, Low Intensity Coastal and Lakes To: RVP, Recreational Vehicle Park
LOCATION:	Sections 14 and 15, Township 19 South, Range 20 East Further described as a portion of Parcel 10000; (Inverness Area) A complete legal description is on file.
SURROUNDING EXISTING LAND USES:	North – Single family residential, mobile home parks (two), convenience store, fraternal organization, and vacant residential and commercially committed properties South – Single family residential and wetlands East – Wetlands and vacant property West – Wetlands and residence on acreage
SURROUNDING GENERALIZED FUTURE LAND USES:	North – CL, Low Intensity Coastal Lakes South – CL, Low Intensity Coastal Lakes East – CL, Low Intensity Coastal Lakes West – CL, Low Intensity Coastal Lakes
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – CL, Low Intensity Coastal and Lakes; CLC, Coastal and Lakes Commercial; MHP, Mobile Home Park; CLR, Coastal and Lakes Residential South – CL, Low Intensity Coastal and Lakes and CLR, Coastal and Lakes Residential East – CL, Low Intensity Coastal and Lakes West – CL, Low Intensity Coastal and Lakes
SOIL INFORMATION:	According to the *Soil Survey of Citrus County, Florida* (1988), the upland soil types found on the property are listed as follows: Adamsville fine sand; Tavares fine sand, 0 to 5 percent slope; Astatula fine sand, 0 to 5 percent slope and 5 to 8 percent slope; and Orsino fine sand, 0 to 5 percent slope. These soils are generally level and somewhat poorly to moderately well drained. The limitations for site development are slight. Soils within the wetlands are listed as follows: Myakka fine sand; Okeelanta muck; EauGallie fine sand; EauGallie fine sand, depressional; and Terra Ceia-Okeelanta association, frequently flooded. No development is proposed for these areas.
FLOOD ZONE:	According to the Flood Insurance Rate Map (FIRM), the subject property appears to be located in Flood Zone C, B and A3 as found on Community-Panel Number 120063-0260B.

PDRB MEETING - June 2, 2011

PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

BACKGROUND:
The applicant is proposing to develop a ~~class "A" motor coach~~ resort with a maximum of ~~439~~ pads and related amenities. The proposed amenities include a ~~9-hole executive style golf course (with artificial greens and tee boxes),~~ a clubhouse/general store (± ~~45,000~~ SF), swimming pool, tennis courts, and a 2.26 acre storage area. Proposed amenities located near the water include a picnic area, fishing pier, canoe livery and canoe launch. The applicant had previously submitted a similar plan for 499 RV pads (CPA/AA-06-07). That application was presented to the BCC but was not approved.

The subject property is currently vacant. The site was developed and used as a citrus grove until the 1980's. A dilapidated house and garage remain on the site. The location of the former citrus grove is now an open grassy area. The site is surrounded on three sides with a forested wetland and contains several isolated wetlands. These wetlands have broad vegetative buffers along their edges and on the uplands. The upland buffers consist of mature hardwood forest with a palmetto understory.

The resort will have ~~439~~ RV pad sites resulting in a gross density of 2.13 dwelling units (du) per acre. This is consistent with the density and uses of neighboring properties. Development density in this area ranges from one du/20 acres (or more) to over five du/acre. Immediately south of the project site Bellamy unrecorded subdivision was approved with 3.3 du/acre, and Harrison's Great Oaks subdivision was approved with 4.9 du/acre. North and northwest of the application site are two mobile home parks -- Oak Pond with 5.9 du/acre and Shady Acres with 2.5 du/acre. Hickory Hills and other subdivisions near the project site have gross densities between three and five du/acre. This area also has large undivided tracts both in private and public ownership.

The proposed resort is designed with distinct "neighborhoods" within the master development. The neighborhoods have varying pad sizes and amenities, and ~~some areas are proposed to~~ be gated. A recreational center with tennis courts, swimming pool, meeting rooms, and ~~bowling alley~~ will be constructed in a central location. A general store is proposed to sell basic groceries and sundries. Two lake access points are proposed along its 7000 linear foot boundary: a canoe rental on a canal, and picnic area and fishing pier on Big Lake Spivey. The applicant had stated that motorized watercraft will not be allowed. An outdoor storage (vehicles and boats) area is located near SR-44 and adjacent to a storm water retention area. The project is designed to be as self-contained as possible with recreational and day-to-day necessities available within the resort.

The following were adequately addressed as part of this application and are on file with the Division of Planning: Biological/Environmental Report, Tree Survey, Solid Waste Analysis, Drainage Analysis, Karst Evaluation and Archeological Assessment.

SUMMARY OF AGENCY COMMENTS: No concerns have been expressed by other agencies to date. During review of the prior application, CPA/AA-06-07, it was noted that a letter had been received from South West Florida Water Management District. The water management district owns property immediately east of the project site. They were concerned about smoke and their ability to continue using controlled burns to maintain their property. To date a similar comment has not been received.

SUMMARY OF PUBLIC COMMENTS: No public comments have been received by the public as of the date of this report.

STAFF ANALYSIS:

1. Concurrency -

   a) Sanitary Sewer – The applicant will extend regional sanitary sewer service to the site to meet sanitary sewer needs. This project will provide sanitary sewer service to the surrounding area. Septic systems are a major source of nutrients to the Tsala Apopka chain of Lakes. This project will make it possible to provide sanitary sewer to an environmentally sensitive area with numerous septic systems.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

b) Potable Water - The applicant will extend regional water service to this site to meet potable water needs. This project will provide central water service to the surrounding area.

c) Traffic - A major traffic study was submitted and reviewed for this project. The project is expected to generate 1,971 daily and 162 PM peak hour trips. The traffic study evaluated the impact of the development on several segments of SR-44 and US-41. All road segments evaluated will operate at the adopted level of service. Conditions of approval of the traffic study include construction of an eastbound right turn lane at the project driveway and coordination with the FDOT to ensure proper U-turn considerations are provided.

d) Solid Waste – The Citrus County Landfill has sufficient capacity to accommodate the development.

e) Drainage – Drainage will be provided through a series of on-site stormwater management facilities including Best Management Practices for water quality and quantity, and designed to minimize the impacts on the existing wetlands and the Tsala Apopka chain of lakes.

f) Recreation - Recreational facilities will be provided on site for the benefit of the residents of the park. Facilities proposed include ~~a 9-hole executive style golf course~~, a clubhouse/general store, swimming pool, tennis courts, canoe livery/launch, picnic area, fishing pier and approximately three miles of nature trails.

2. Consistency with Comprehensive Plan –

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.
The master plan provides for a 25-ft wide natural undisturbed vegetative buffer which exceeds the minimum 15-ft buffer requirement.

Objective 17.6 The County shall provide for a range of commercial densities and uses in the Future Land Use Plan and County LDC.
Since the creation of the RVP land use district it has been applied only to existing RV parks. There is no vacant inventory of lands designated RVP. Existing RV parks available for redevelopment are significantly smaller than the proposed project. This application will provide suitable land to develop a new resort.

Policy 17.6.5 Specialized commercial needs, such as water-dependent and water-related uses, shall be provided for within the Future Land Use Plan and standards for development provided within the County LDC.
The property contains extensive wetlands and has over 7,000 linear feet of access to the Lake Tsala Apopka chain of lakes. The natural beauty and access to the water makes the site particularly attractive as a resort. This application will provide the land use necessary to develop a resort around the natural features that surround the site on three sides. The master plan exceeds the standards specified within the LDC for RV resorts. The proposed resort works around the wetlands, clustering development on the uplands portions of the property and provides extensive buffering between the resort and adjacent properties.

Policy 17.6.12 Recreational vehicle (RV) parks and campground shall be designed according to a detailed master plan, shall preserve a minimum of 30 percent of the property in open space, shall provide a minimum of an additional 10 percent of the property as recreation areas, and generally shall conform to the commercial development standards in the Land Development Code. The number of RV units or campsites does not confer any vested residential development rights.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

This project is designed to minimize the impact on the natural landscape and wetland areas. Forty five percent (93.88 acres) of the site will remain as open space. This far exceeds the 30% required. Open space will consist of approximately 20 acres of wetland preserve, 16 acres of active recreation, and 58 acres of undeveloped open space (buffers and parks).

3. Impacts on Affordable Housing – The proposal should have minimal impact on permanent affordable housing; compliance with LDC Section 4663.B.1 Recreational Vehicle (RV) Parks/Campgrounds limits occupancy to a maximum of 180 days.

4. Technical Review Team comments: The application for an RV Park Master Development Plan was reviewed by the Technical Review Team (TRT). In summary the TRT comments, concerns, and/or requests for additional information for review prior to the issuance of County Development Order for the Master Development Plan are as follows:
    a. Division of Land Development: **Approval with Conditions.** See memo dated May 18, 2011, from Joe Hochadel, Planner.
    b. Division of Land Development, Engineering Section: **Approval with Conditions.** See letter dated April 15, 2011, from Jeffrey W. Rogers, P.E., Engineer 1, approving the traffic study.
    c. Division of Land Development, Engineering Section: **Approval with Conditions.** See memo dated April 6, 2011, from Larry Parker, Engineering Design Technician.
    d. Environmental Health: **Approval.** Connect to City of Inverness water and sewer or apply for a DEP approved water and sewer system.
    e. Division of Fire Rescue: **Approval with Condition.** See memo dated April 7, 2011 for condition regarding provision of fire hydrants.
    f. Division of Building: **Approval.**
    g. Division of Utilities: **Approval.** Citrus County Utilities has no objection and recommends approval of this application with the following comment: Project is located in City of Inverness Service area. Please contact them for all utility questions.

5. Other Factors/Additional Information – The master plan of development must meet the requirements of LDC Section 4663, Recreational Vehicle (RV) Parks/Campgrounds. The following issues are addressed (LDC 4663.B.4):

    1. **Streets -** Road access is provided via SR 44, a four-lane principal arterial currently operating at LOS A. A full traffic study has been completed for this project. The traffic study is addressed in the conditions of approval. Internal roadways are proposed as 20 ft wide two-way streets with a sidewalk per standards stated in the LDC. This project is designed to accommodate very large motor coaches. The internal road system will accommodate emergency vehicles.
    2. **Utilities -** Regional sanitary sewer and water will be provided by the City of Inverness.
    3. **Lots -** Pads will vary in size between 40' X 70' (low range) to 75' X 125' (premium). Ownership will be through condominium sales. Each lot would be allowed one 60 sq. ft. accessory storage building and an outdoor cooking area. No other permanent structures will be allowed on the individual sites.
    4. **Storm Water Management -** A master drainage plan is under development. All surface runoff will be stored and treated on site. The project will employ Best Management Practices to maintain surface water quality.
    5. **Buffers -** The project site is surrounded on three sides by wetlands. Adjacent to the wetlands are upland buffers that range in size between 50-foot to over 200-foot. The buffers consist of hardwood forest with mature trees. They provide a very substantial buffer between the motor home sites and adjacent properties. The wetlands surrounding the property are vegetated with brush and mature cypress swamp. An outdoor storage area, wetlands, and thick oak woods are located along the north edge of the property. This will provide buffering between the motor home sites and land uses along SR 44. Native vegetation will be utilized in all planted buffers.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

6. **Open Space** – ~~Forty~~ five percent (~~93.88~~ 69.0 acres) of the site will remain as open space. This far exceeds the 30% required. Open space will consist of approximately 20 acres of wetland preserve, 16 acres of active recreation, and 58 acres of undeveloped open space (buffers and parks).
7. **Recreational Areas and Facilities** - It is the intent of this application to provide significant active and resource-based recreational opportunities. A club house will include a swimming pool, tennis courts, indoor bowling area, theater, great room, and several multi-purpose rooms.
8. **Sidewalks/Pedestrian Paths** – Internal roadways will include a paved sidewalk. A comprehensive three mile trail network is proposed connecting the all amenity areas. The trail network will link with the sidewalk along SR 44.
9. **Landscaping** - Existing tree lines and significant tree stands are intended to be used as part of the overall landscape and buffering standards.
10. **Signage** has not been proposed. The project will be limited to one free-standing sign along SR 44. The location must be shown on the site plan.
11. **Buildings and other Improvements** The resort will provide extensive common amenities and facilities. The general store will provide sundry-type items, grocery, deli, etc. All facilities will be accessible by internal roads only and will serve the park residents. Laundry and rest room facilities will be located throughout to serve individual neighborhoods.

FINDINGS OF FACT:

1. The application requests the redesignation of ~~206~~ 230 acres from Low Intensity Coastal and Lakes on the GFLUM and LDC Atlas maps to RVP on both the GFLUM and LDC Atlas maps.
2. A conceptual master plan of development has been provided and is referenced in the Conditions of Approval.
3. The application would allow for the construction of a motor coach resort with up to 439 RV sites.
4. The application appears to be consistent with the Citrus County Comprehensive Plan.

RECOMMENDATION:

STAFF RECOMMENDATION: Based on the findings of fact and the TRC comments, staff recommends **APPROVAL** of the Comprehensive Plan Amendment and **APPROVAL with the following conditions** for the Atlas Amendment with Conceptual Master Plan.

1. All development shall be as shown on the Master Development Plan for the Eden RV Resort (date stamped May 20, 2011), and as required by LDC Section 4663. Recreational Vehicle (RV) Parks/Campgrounds). This ~~Master Development~~ Plan shall include up to 439 RV spaces, a private nine-hole golf course, and related ~~infrastructure and amenities~~. The following phasing is proposed:
   a. Phase 1 – ~~137sites, 9 hole golf course~~, clubhouse, swimming pool, fishing pier, and picnic area,
   b. Phase 2 – ~~138 sites, storage area~~, → Phase I, Part 3
   c. Phase 3 – ~~164 sites,~~ hiking trails, canoe launch, and canoe livery.

   TBD

   Total RV sites – not to exceed 1000 (which is 4.347 sites/acre X 23

2. Minor modifications to the approved Master Development Plan may be approved by the Director of the Land Development Division as outlined in LDC Section 2273. Modification of a Planned Development Overlay. Major modifications to the approved Master Development Plan shall require reapplication.

3. All requirements for development are as specified within the Land Development Code unless otherwise specified within these conditions of approval or on the approved Master Development Plan.

4. The possibility of smoke and other risks due to the use of controlled burns on public conservation areas must be disclosed to all buyers. Disclaimers specifically addressing smoke and the use of controlled burns on public lands must be provided on the final plat and in all deeds.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

5. Special events must meet the requirements of the Citrus County Noise Ordinance.

6. No motorized vessels will be allowed to be launched from the proposed facility.

7. Signage is limited to one free standing sign on SR-44 and must meet the requirements of LDC Section 7000.

8. The entire property must be maintained in single ownership. Subdivision for any purpose other than to establish conservation easements will render approval of the master plan null and void.

9. Covenants of Condominium must include the following provisions:

   a. All resort residents (with sole exception of an on-site manager within their own private residence) must evacuate during all mandatory evacuations as ordered by County officials.
   b. Occupancy is limited to a maximum of 180 consecutive days.
   c. All motor homes must be maintained in a road ready condition.
   d. No permanent structures may be affixed to the motor homes.

Wetlands, Buffers and Open Space

10. A minimum of forty-five percent (45%) of the gross site area shall be preserved as open space, as delineated on the Master Development Plan. To the greatest extent possible and to meet the requirements of LDC Section 4663, the site design shall provide open space beyond this minimum. The open space shall include the following:
    a. Tree buffer and trail system shall be allocated to passive recreation.
    b. Open space, buffers and non-recreation shall meet the LDC Section 4663 definition of open space.
    c. All of the wetland areas identified on the Boundary & Jurisdictional Survey shall be protected.

11. A 25 foot natural undisturbed vegetative buffer must be maintained along all wetland lines. This buffer must be clearly marked at all times during construction. Silt fence must be installed prior to clearing and maintained until all surfaces are stabilized.

12. Type "C" landscape buffers, or the equivalent, are required along all upland property lines. Utility, maintenance, and/or storage (boat/vehicle) areas are required to have at least the equivalent of a type "D" landscape buffer where it abuts adjacent properties.

13. All structures, including storage sheds, utility buildings, restrooms and commercial buildings must maintain at least a 35-foot setback to all JD wetland lines. A berm and swale that meets LDC requirements must be maintained between any structure less than 50-foot from the wetland, and the wetland. Motor home sites bordering wetlands must be designed so the pads drain away from the wetlands.

14. The developer shall create a cooperative association, property owner's association, or other appropriate legal entity that shall be responsible for the maintenance and upkeep of common open space in perpetuity. Recordable instruments providing for these common-ownership lands shall be submitted for review with the application for a development order.

Landscaping and Tree Preservation

15. A landscaping and irrigation plan that demonstrates compliance with LDC 4300 standards and the following conditions must be submitted and approved by the TRT prior to issuance of site development permit.

    a. Only low water use plants shall be utilized within required buffers. Low water use plants do not need supplemental water beyond natural rainfall after initial establishment. All turf grass must be drought-tolerant.
    b. Landscaping and irrigation systems shall be consistent with the Florida-Friendly Landscaping principles.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

c. Irrigation plans must be designed, operated, and maintained according to the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida (2002).
d. All automatic irrigation systems shall be designed to avoid runoff, over spray, or comparable conditions where water flows onto/over non-irrigated areas or impervious surfaces. Only drip, micro-spray, or other low volume emitters are permitted within parking lot landscape islands or within ten feet of any impervious surface.
e. Moisture sensing and/or rain shut-off switch equipment are required. Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.
f. All landscape vegetation must be native or drought tolerant.

16. Invasive exotic plant species listed as Category I or Category II by the Florida Exotic Pest Plant Council shall not be used for installed plantings.

17. Removal and mitigation for specimen tree identified within the Tree Survey (date stamped April 1, 2011) shall be addressed at time of permitting. Mitigation shall be required to meet the standards of LDC Section 4350, Reforestation Standards, and Section 4341, Mitigation Requirements.

18. The golf course design, construction, and management shall be consistent with Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses (FDEP, 2007). No golf course

Structures

19. Design of all commercial and recreational facilities must meet LDC requirements for setbacks, parking, access management, and landscaping as required at the time of permitting. Exceptions to the requirements of the LDC are only as specified in these conditions. 20,000
    a. The clubhouse shall be limited to a maximum of a ~~15,000~~ square foot structure, provided in one or more buildings and related recreational amenities. 7,500 Welcome center is approx 1,52 sq ft
    b. The canoe livery shall be limited to a ~~5,000~~ square foot structure.
    c. All requirements of the LDC for commercial buildings shall be met.
    d. ~~The storage area shall be limited to the 2.26 acre site as shown on the master plan~~. A twenty-five foot wetland buffer shall be maintained along the east and west sides.
    e. The clubhouse and other amenities on the site must have adequate parking and other design standards as specified in the LDC.

Storage Area deleted

20. Storage sheds not exceeding 60 square feet and an outdoor cooking area shall be permitted within each RV space as optional improvements.

21. Neighborhood common areas will include shower and laundry facilities. These facilities shall be located no more than 800 feet from any RV space.

Traffic and Roadways

22. Access shall be limited to one entrance from SR-44 (East Gulf to Lake Highway). ~~The gated entrance must meet the requirements of LDC Section 4244, Gated Entrances~~. ?

23. Improvements to SR-44 are required based on the approved traffic study. Conditions of approval of the traffic study include construction of an eastbound right turn lane at the project driveway and coordination with the FDOT to ensure proper U-turn considerations are provided.

24. Internal streets shall have 20-foot pavement widths for two-way traffic ~~and include a minimum four-foot wide sidewalk which should be separated from the road by a minimum four foot wide vegetative buffer.~~ Streets serving less than 30 spaces may be used as part of the pedestrian circulation system.

however, no side walks

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

No sidewalks except around Clubhouse/Welcome Centers and Parking areas. There will be pedestrian trails to allow for circulation to and from rec. facilities, exercise & wildlife viewing.

25. The applicant shall provide sidewalks and/or intermodal trails along the collector road, connecting all commercial and recreational facilities, and connecting with the sidewalk along SR 44. Sidewalks shall be at grade in parking area, of scored concrete or pavers and specifically not striped asphalt.

26. A detailed pedestrian circulation system plan that demonstrates compliance with LDC Section 4663 standards shall be submitted to and approved by the TRT prior to issuance of the site development permit.

Utilities, Fire and Stormwater

27. The project must be served by regional sanitary sewer and water provided by the City of Inverness.

28. Fire Department access shall be reviewed and approved by the Fire Rescue Division.

29. Fire Hydrants shall be provided in accordance with Citrus County Code Section 102.

30. The storm water management system shall be approved by SWFWMD and Citrus County Engineering.

Compliance

31. Noncompliance with or any violation of the above referenced conditions as may be determined by Citrus County Code Enforcement Proceedings, may, in addition any penalty imposed by Code Enforcement and subsequent to satisfying all procedural requirements set forth in Section 2223 of the Citrus County Land Development Code, render this Planned Development Overlay null, void, and of no force or effect.

PDRB RECOMMENDATION:

1. Comprehensive Plan Amendment -
2. Atlas Amendment with Planned Development Overlay –

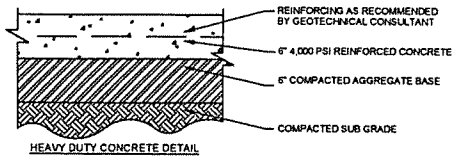
BOARD OF COUNTY COMMISSIONERS ACTION:

1. Comprehensive Plan Amendment -
2. Atlas Amendment with Planned Development Overlay –

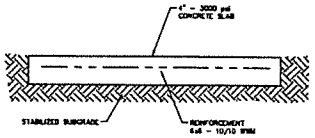
CLJ/jph

Attachments

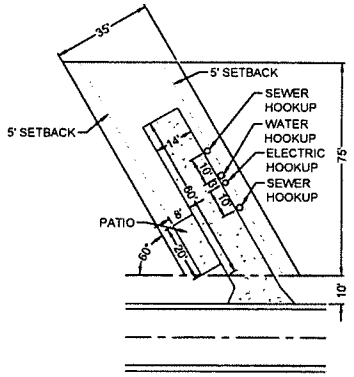
Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



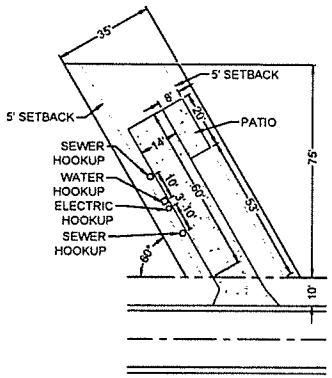
HEAVY DUTY CONCRETE DETAIL



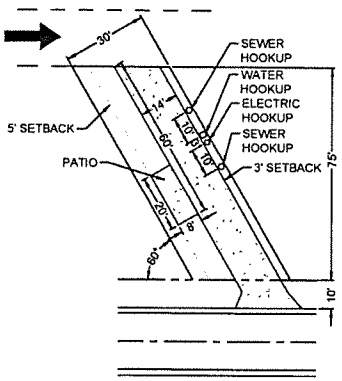
CONCRETE SIDEWALK DETAIL



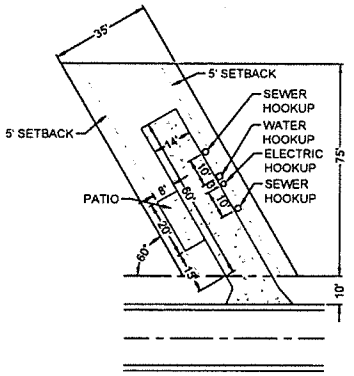
BACK-IN LOT



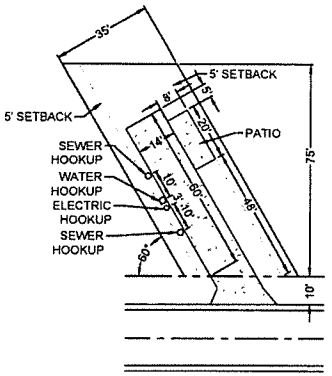
PULL-IN LOT



PULL-THROUGH LOT



ALT. BACK-IN LOT



ALT. PULL-IN LOT

DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-01
LAYOUT BRT
DATE MAY 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING
CA No 7973
BEI
1205 SW FLORIDA AVE DUNNELLON FL 34431 PH 352-489-4141 FAX 352-489-4141

PRESERVATION POINT RV RESORT
CITRUS COUNTY, FLORIDA

RV LOT DETAILS

NO.	REVISION	DATE

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE

JOB NO. 18-01
F.B. NO.
FILE NO. D-28
SEC 13 TWP 19S RGE 20E

SHT 18 OF 20

PUD-21-13

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Recreation Site

One-Way Drive

176 175 174 173 172 171 170 169 168 167 166 165 164

Clubhouse

Bath House

Multi-Use Tennis & Pickleball Courts

Shade Trellis

hardscape

hardscape

Golf Cart Parking

lsp

landscape

Pool

lsp

Pool

hardscape

lsp

lsp

retaining wall

Bocce

Bocce

Bocce

Bocce

1

2

3

Amphitheatre

retaining wall

Gazebo

Paved Cart Path

Laundry / Bath House

*77

76

75

Golf Cart Parking

Gazebo

Laundry / Bath House

*4

RECEIVED
AUG 30 2021
PUD-21-13
Land Development Div.

Attachment: Applicant's submittal (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

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

Florida HEALTH

Vision: To be the Healthiest State in the Nation

Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

MEMORANDUM

DATE: 09/09/2021

TO: Land Development Director

THROUGH: Planning Coordinator(s)

FROM: Environmental Health Director, Glenn "Will" Bryant

SUBJECT: No Objection to PUD-21-13

Environmental Health has no objection to PUD-21-13, 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,

G.W. Bryant

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: Department of Environmental Health comments (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

PM2-21-117

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

PLANNED UNIT DEVELOPMENT APPLICATION NO. – PUD-21-13

John H. Eden, IV for New Horizon Funding, Inc.

DATE: October 1, 2021

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

REQUEST FOR AN AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT:

REQUEST:	A request to modify the Land Development Code Atlas and the Master Plan (Planned Unit Development–PUD) known as Preservation Point (CPA/AA/PDO-11-03) for multiple items including revising the number of RV units, configuration, recreation and phasing. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code.
SUBJECT PROPERTY	Sections 14 and 15, Township 19 South, Range 20 East; more specifically a portion of Parcel 10000. A complete legal description is on file with the Land Development Division.
ACREAGE	Approximately 234 acres
FUTURE LAND USE DESIGNATION/LAND DEVELOPMENT CODE ATLAS DESIGNATION:	RVP, Recreational Vehicle Park District
SURROUNDING COMPREHENSIVE PLAN (GFLUM) DESIGNATIONS:	North – CLC, Coastal and Lakes Commercial District; MHP, Mobile Home Park District; CL, Low Intensity Coastal and Lakes District; TCU, Transportation/Communication and Utilities District; and GNC, General Commercial District South - CL District; and CLR District East – CL District West – CL District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – CLC, Coastal and Lakes Commercial District; MHP, Mobile Home Park District; CL, Low Intensity Coastal and Lakes District; CLR, Coastal and Lakes Residential District South - CL District East – CL District and TCU District West – CL District

Attachment: Staff report and locator map (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

SURROUNDING EXISTING USES:	North – E. Gulf to Lake Highway (SR-44); Mobile Home Parks; vacant and improved residential sites, retail store; fraternal lodge South – water body; vacant and improved residential sites East – vacant residential sites; drainage retention area West – water body; vacant and improved residential sites; drainage retention area

CHARACTERISTICS OF THE SUBJECT PROPERTY

According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Tavares and Astatula fine sands (0 to 5 percent slopes) and Astatula fine sand (5 to 6 percent slopes). Limitations to building site development are only slight, and occasionally moderate due to slope. The subject property appears to be primarily located in Flood Zone X, with some A zone areas (generally reflected as wetlands or water on the master plan), as found on the Flood Insurance Rate Map 12017C0358D.

BACKGROUND AND ANALYSIS

The application site was approved for an RV park in 2011 via application CPA/AA/PDO-11-03 for up to 439 RV sites with phasing and multiple conditions. The site was not developed, and pursued annexation into the City of Inverness. The Inverness City Council approved the site for a revised site plan and conditions as an RV park. The annexation was overturned by Court ruling, and at this time the applicant has requested a revision of the original site plan approval and conditions to better serve his current plans for development.

The previous PDO has not yet expired as the applicant has pursued legislative extensions outlined in Florida Statutes. As such, the analysis and conditions will reflect changes from that plan.

The subject property lies on SR-44 (E Gulf to Lake Highway), a Principal Arterial roadway that is State-maintained. The applicant has received approval from FDOT for driveway access with acceleration/deceleration lanes that were recently constructed. It contains approximately 206 acres, of which approximately 19.9 acres are wetlands indicated on the Master Plan. There is a large amount of waterfront, and the application includes some water recreation components such as a dock, fishing pier and kayak/canoe launch.

1. **Concurrency:**

   - Sanitary Sewer and Potable Water– The applicant indicates that the proposed RV park will be served by central utilities from the City of Inverness, and has provided confirmation that there will be adequate capacity to serve the proposed development.

   - Solid Waste – The property will utilize commercial solid waste collection with disposal in the Citrus County landfill.

   - Drainage – The site will be designed with an onsite drainage plan and will meet Southwest Florida Water Management District (SWFWMD) and/or Engineering Division requirements.

2. **Consistency with Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan. Staff has found that the application is consistent with the following Policies:

Attachment: Staff report and locator map (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

Policy 17.2.7 *The County shall guide future development to the most appropriate areas, as depicted on the FLUM, specifically those with minimal environmental limitations and the availability of necessary services.*

Staff Response: The site was previously approved as an RV park and is requesting a revised site plan that is proposed to meet LDC standards as outlined. The application proposes to maintain all existing wetlands and contains buffer areas along all jurisdictional lines. It will be served by central water and sewer services from the City of Inverness.

Policy 17.6.12 Recreational vehicle (RV) parks and campgrounds shall be designed according to a detailed master plan, shall preserve a minimum of 30 percent of the property in open space, shall provide a minimum of an additional 10 percent of the property as recreation areas, and generally shall conform to the commercial development standards in the Land Development Code. The number of RV units or campsites approved in a park does not confer any vested residential development rights. In order to minimize the adverse impact of development on the resources and natural features of the Coastal, Lakes, and Rivers Region, the LDC shall be amended to include additional review criteria for all new RVP projects located in this region. Such criteria may include:

- Restrictions on density
- Enhanced open space requirements
- Wetland protection
- Upland preservation
- Clustering
- Connection to regional central water and sewer service

Staff Response: The applicant has confirmed that these minimum open space standards will be met (see detailed LDC review below). As noted, the site protects all wetlands and proposes connection to regional central water and sewer service with the City of Inverness.

3. **Impacts on Affordable Housing** – The proposal will not impact permanent affordable housing, as only transient housing is proposed.

4. **Compatibility with Adjacent Land Uses** – The site was previously approved as an RV park and does not require a land use change for this proposal. However, the site does propose an increase in intensity with the number of RV units as outlined elsewhere in this report.

5. **Environmental** – A tree preservation plan will be required at the time of permitting that includes analysis of any specimen trees that may be located on the site. A biological study will be required at time of permitting. If any gopher tortoises or other protected species are found onsite, the applicant will need to coordinate with the Florida Fish and Wildlife Conservation Commission (FWC).

6. **Consistency with the Land Development Code (LDC):** The master plan proposes three phases (and additional sub-phases) of development along with various amenities. The amended RV park plan was evaluated using the standards of LDC Section 3310, Recreational Vehicle Parks, which includes acreage, density, open space, passive

Attachment: Staff report and locator map (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

recreation, active recreation, amenities, parking areas, landscaping, buffers, convenience establishments, and ground area coverage (these standards are discussed below).

- ***Minimum Land Area:*** The application proposes development on approximately 234 acres, while the previous Master Plan contained 206.1 acres. This appears to be based on a more exact calculation of wetland and waterbody areas rather than any increase in development area on the site.

- ***Open Space:*** The applicant has noted that the minimum requirement of 30 percent of open space will be met. Open space is not specifically delineated, so this will need to be demonstrated at the time of permitting of each phase/sub-phase. The existing Master Plan proposed 45 percent open space, in excess of LDC standards. No deviation is being requested for open space.

- ***RV Spaces*:** LDC Section 3310 states that an RV park may have a maximum intensity of seven spaces per gross acre. The site consists of 234 acres, of which approximately 214 acres appears to be uplands for a maximum allowable number of units of 1,498 RV spaces. While the application does not exceed the maximum that may be requested, the development constraints on the site and the overall conservation/open nature of this area would appear to warrant some reduction in practical numbers to less than 1,000 spaces as currently proposed. A more practical maximum number, taking into account the design constraints, would also serve to address compatibility with the surrounding lakes/low density area. There are several mobile home parks across the street from this site, and while the use would certainly appear to be compatible with those uses, the overall number of RV spaces may be reduced while still obtaining the RV space sizes and development desired by the applicant.

  Maximum Allowable RV Spaces: up to 7 spaces/acre (1,498 spaces on upland areas)
  Existing Approved RV Spaces: 439 spaces
  Proposed RV Spaces: 1,000 spaces

  There are several types of RV space sizes, with some being pull-in spaces and others being pull-through spaces. These have not been specifically noted on the Master Plan, and total numbers of each type are also not yet identified. The applicant also notes that there may be other space layouts that are not indicated, but that all will comply with the LDC minimum width of 30 feet and minimum size of 1,500 square feet. These specific sizes will need to be demonstrated at the time of permitting of each phase. No deviation is being requested for density or minimum site area.

- **Landscape Buffers:** The master plan does not currently indicate buffers, which will be required along the east and west property lines as a minimum 15-foot wide Type "C" landscape buffer which abut residentially designated property. (The existing Master Plan required these buffers along all upland property lines). These buffers may be of natural vegetation, with new plants only being placed where the natural vegetation may be deficient. There is a substantial amount of wetlands on each of these areas, which should also serve to meet buffer standards, and the conservation and wetland areas along SR-44 should also meet this requirement. No deviation is being requested for landscape buffers.

Attachment: Staff report and locator map (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

- ***Washroom/Bath Facilities:*** LDC Section 3310 states that RV parks must have toilet, washroom, or bath facilities within 300 feet of any RV spaces. The applicant has noted that this standard will be met, and conceptual locations are indicated on the Master Plan.

- ***Passive/Active Recreation:*** There are changes between the existing and proposed recreation components as outlined below.

Existing and Proposed Recreation Components (represented by strikethrough/underline)

- ~~9-hole golf course (changed to 12-hole course via Minor Modification in 2017)~~
- Clubhouse/General Store
- Swimming Pools
- Fishing Pier
- Picnic Area
- ~~Hiking Trails~~ Cart Paths
- Canoe Launch
- Canoe Livery
- Welcome Center
- Amphitheater
- Catering Kitchen
- Bocce
- Multi-Use Tennis and Pickleball Courts

The applicant is not requesting a deviation from LDC standards for recreation, which will need to be demonstrated at the time of permitting for each phase. Staff have advised the applicant that at a minimum the clubhouse/swimming pool(s) and/or picnic area/fishing pier should be available for the first phase of RV site development so that the early occupants have a recreation component.

It is noted that the Master Plan includes the following statement:

Any additional future recreation components (not shown on the plan) in Phase 1, 2 and 3 areas may be allowable provided that they are located outside of conservation or wetlands areas, unless otherwise allowed, and meet LDC standards.

Staff has no concerns with an increase in on-site recreation, as it is understood that plans may change as it is developed. Any proposed on-site recreation should be specifically limited to residents of the site and should be a use that would be commonly accepted as an RV park amenity.

- ***Access Management/Transportation*:** The subject parcel takes access from SR-44 and has already received FDOT approval and constructed this entrance with acceleration/deceleration lanes. All RV spaces will take access from internal drives only, which have been conceptually placed throughout the site. As this is a conceptual plan, staff would suggest consideration of a condition that will allow some modification of these internal drives when each phase is designed and developed, provided that there is not an overall significant impact to the Master Plan. No deviation is being requested for Access Management/Transportation.

- ***Impervious Surface*:** The proposed master plan indicates that Impervious Surface Ratio (ISR) requirements will be met as per the Land Development Code. The LDC

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outlines an ISR of no more than 40 percent, which will need to be demonstrated at time of permitting for each phase. (The existing Master Plan proposed approximately 16.6% impervious surface). No deviation is being requested for ISR.

- **Stormwater Management**: The proposed master plan includes a central drainage lake, with other drainage retention areas conceptually placed throughout the site. LDC and/or SWFWMD standards will need to be demonstrated at the time of permitting for each phase/sub-phase.

- **Buildings/Accessory Structures**: The application includes multiple permanent buildings with maximum sizes proposed as outlined below:

Proposed Building Use	Previously Approved Size	Proposed Size
Welcome Center	Not included on plan	3,600 SF including porches
Clubhouse	15,000 SF	15,000 SF
Canoe Livery	5,000 SF	4,900 SF

Staff has no concerns regarding these size limitations. In addition, the applicant would like to continue the allowance for a storage shed in each RV space up to 60 square feet (SF). This is outlined in the LDC and on the previously approved Master Plan.

- **Other Considerations**: The applicant has proposed removal of multiple existing conditions that require the site to remain under one owner, outline specific covenants of condominium ownership, prohibit motorized vessel launching from the dock, and require a notation about the possibility of public burning should be disclosed on any plat. Staff has no concerns with removal of these items, each of which do not seem to be applicable to an RV park in this area.

Fire Plan Review Comments:

- If central water (6" water main) is within 1200' curbline distance of the buildings, a fire hydrant is required.
- Fire department access roads shall be 20' minimum in width.
- All points of a building to be within 150' of fire department access road and entry door within 50'.
- Fire department access roads shall be designed and maintained to support the imposed load of fire department apparatus and shall be provided with an all-weather driving surface.
- Entry gate required to open upon a siren and contain a knox box.

SUMMARY OF AGENCY COMMENTS: This application does not include a comprehensive plan amendment, so is not required to be routed to State agencies for comment. The Environmental Health Office (State of Florida) has reviewed the application and had no objection, while noting that the applicant will need to comply with all other Federal, State, or Local permitting required for development of the project.

SUMMARY OF PUBLIC COMMENTS: Public comments have not been received as of the writing of the staff report.

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PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), and Section 3310, Recreational Vehicle Parks, of the LDC. The PDC may recommend, and the BCC may adopt, 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 amendment to 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.** *The site is an existing RV park which proposes revisions to the overall Master Plan and conditions. All proposed uses are consistent with the Comprehensive 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 Master Plan provides the benefit of a Master Plan of Development that serves to safeguard against potential conflicts with existing adjacent land uses. The proposed changes are compatible with the surrounding area provided the maximum number of RV sites is reduced to a more appropriate number that is practical with the somewhat constrained site and open waterfront area.*

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.** *There are some changes to recreation uses proposed, as outlined in this report. These uses appear to be compatible with the overall Master Plan as proposed.*

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 provided some conceptual language that would allow further development, and is aware that any significant changes may require a new PUD amendment.*

E. **The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan.** *The land area proposed for the Master Plan appears to be similar to that of the existing Master Plan (although specific acreage has changed, most likely due to more exact mapping components). The overall design appears compatible with the surrounding waterfront areas, although the maximum number of RV sites may not be obtainable.*

F. **Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.**

   1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**

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2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

N/A. This application is an amendment to an existing Master Plan, and these standards would remain unchanged with this application.

G. **There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use.** *The applicant will be required to meet all lot and buffer standards outlined within the Citrus County Land Development Code.*

H. **The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action.** *The applicant has not requested a deviation of height, setbacks or density as currently outlined in the LDC.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The proposed text and Master Plan are included in this application.*

J. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The application has not requested a deviation from this standard.*

If this application is recommended for approval, the following conditions are suggested (new language is represented by underline text and strikethrough text indicates deleted language):

1. All development shall be as shown on the ~~Master Development Plan for the Eden RV Resort (date-stamped May 20, 2011)~~ Master Site Plan for Preservation Point RV Resort date-stamped received September 10, 2021, by the Land Development Division, ~~and as required by LDC Section 4663, Recreational Vehicle (RV) Parks/Campgrounds).~~ This Master ~~Development~~ Site Plan shall allow up to 1,000 RV sites and meet all requirements of the Land Development Code and Comprehensive Plan unless otherwise authorized in these conditions. ~~include up to 439 RV spaces, a private twelve-hole golf course, and related infrastructure and amenities. The following phases is proposed:~~
   ~~a. Phase 1 – 124 sites, 12-hole golf course, clubhouse, swimming pool, fishing piper, and picnic area~~
   ~~b. Phase 2 – 151 sites, storage area~~
   ~~c. Phase 3 – 164 sites, hiking trails, canoe launch and canoe livery.~~

2. Minor modifications to the approved Master Development Plan may be approved by the Director of the Land Development Division as outlined in the LDC. ~~Section 2273, Modification of a Planned Development Overlay. Major modifications to the approved Master Development Plan shall require reapplication~~.

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3. RV space size shall be as outlined on the Master Plan, or of similar design to meet LDC requirements.

~~3.~~ 4. ~~All requirements for development are as specified within the Land Development Code unless otherwise specified within these conditions of approval or on the approved Master Plan.~~

~~4. The possibility of smoke and other risks due to the use of controlled burns on public conservation areas must be disclosed to all buyers. Disclaimers specifically addressing smoke and the use of controlled burns on public lands must be provided on the final plat and in all deeds.~~

~~5. Special events must meet the requirements of the Citrus County Noise Ordinance.~~

~~6. No motorized vessels will be allowed to be launched from the proposed facility.~~

~~7. Signage is limited to one free-standing sign on SR 44 and must meet the requirements of LDC Section 7000.~~

~~8. The entire property must be maintained in single ownership. Subdivision for any purpose other than to establish conservation easements will render approval of the master plan null and void.~~

~~9. Covenants of Condominium must include the following provisions:~~

~~a. All resort residents (with sole exception of an on-site manager within their own private residence) must evacuate during all mandatory evacuations as ordered by County officials~~
~~b. Occupancy is limited to a maximum of 180 consecutive days.~~
~~c. All motor homes must be maintained in a road ready condition.~~
~~d. No permanent structures may be affixed to the motor homes.~~

~~Wetlands, Buffers and Open Space~~

~~10.~~ 4. ~~A minimum of forty-five percent (45%) of the gross site area shall be preserved as open space, as delineated on the Master Development Plan. To the greatest extent possible and to meet the requirements of LDC Section 4663, the site design shall provide open space beyond this minimum. The open space shall include the following:~~

~~a. Tree buffer and trail system shall be allocated to passive recreation.~~
b. Open space and buffers ~~and non-recreation~~ shall meet ~~the~~ minimum LDC ~~Section 4663 definition of open space~~ standards, demonstrated at the time of permitting of each phase/sub-phase.
~~c. All of the wetland areas identified on the Boundary & Jurisdictional Survey shall be protected.~~

~~11.~~ 5. A 25 foot natural undisturbed vegetative buffer must be maintained along all wetland lines. This buffer must be clearly marked at all times during construction. Silt fence must be installed prior to clearing and maintained until all surfaces are stabilized.

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~~12.~~ 6. Type "C" landscape buffers, or the equivalent, are required along all ~~upland~~ property lines abutting residential development, which may also use existing vegetation to meet this standard.. ~~Utility, maintenance and/or storage (boat/vehicle) areas are required to have at least the equivalent of a type "D" landscape buffer where it abuts adjacent properties.~~

~~13.~~ 7. All structures, including storage sheds, utility buildings, restrooms and commercial buildings must maintain at least a 35-foot setback to all JD wetland lines. A berm and swale that meets LDC requirements must be maintained between any structure less than 50-feet from the wetland, and the wetland~~. Motor home sites bordering wetlands must be designed so the pads drain away from the wetlands.~~

~~14. The developer must create a cooperative association, property owner's association, or other appropriate legal entity that shall be responsible for the maintenance and upkeep of common open space in perpetuity. Recordable instruments providing for these common ownership lands shall be submitted for review with the application for a development order.~~

~~**Landscaping and Tree Preservation**~~

~~15. A landscaping and irrigation plan that demonstrates compliance with LDC 4300 standards and the following conditions must be submitted and approved by the TRT prior to issuance of site development permit.~~

~~a. Only low water use plants shall be utilized within required buffers. Low water use plants do not need supplemental water beyond natural rainfall after initial establishment. All turf grass must be drought tolerant.~~
~~b. Landscaping and irrigation systems shall be consistent with the Florda Friendly Landscaping principles.~~
~~c. Irrigation plans must be designed, operated, and maintained according to the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida (2002).~~
~~d. All automatic irrigation systems shall be designed to avoid runoff, over spray, or comparable conditions where water flows onto/over non-irrigated areas or impervious surfaces. Only drip, micro-spray, or other low volume emitters are permitted within parking lot landscape islands or within ten feet of any impervious surface.~~
~~e. Moisture sensing and/or rain shut-off switch equipment are required. Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.~~
~~f. All landscape vegetation must be native or drought tolerant.~~

~~16. Invasive exotic plant species listed as Category I or Category II by the Florida Exotic Pest Plant Council shall not be used for installed plantings.~~

~~17. Removal and mitigation for specimen tree identified within the Tree Survey (date stamped April 1, 2011) shall be addressed at time of permitting. Mitigation shall be required to meet the standards of LDC Section 4350, Reforestation Standards, and Section 4341, Mitigation Requirements.~~

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~~18. The golf course design, construction, and management shall be consistent with Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses (FDEP, 2007).~~

~~Structures~~

~~19~~. 8. Design of all commercial and recreational facilities must meet LDC requirements for setbacks, parking, access management, and landscaping as required at the time of permitting. Exceptions to the requirements of the LDC are only as specified in these conditions.

a. The clubhouse shall be limited to a maximum of 15,000 square foot structure, provided in one or more buildings and related recreational amenities.
b. The welcome center shall be no more than 3,600 SF including porches.
c. The canoe livery shall be limited to a 5,000 square foot structure.
~~d. All requirements of the LDC for commercial buildings shall be met.~~
~~e. The storage area shall be limited to the 2.26 acre site as shown on the master plan. A twenty-five foot wetland buffer shall be maintained along the east and west sides.~~
~~f.~~ d. Proposed recreation amenities must meet the standards of the LDC and be of such use as commonly accepted for a recreation amenity associated with use by RV park residents.
~~g. The clubhouse and other amenities on the site must have adequate parking and other design standards as specified in the LDC.~~
e. At a minimum, the first phase of RV sites shall include amenities such as the clubhouse and/or fishing pier/picnic area.

~~20~~. 9. Storage sheds not exceeding 60 square feet ~~and an outdoor cooking area~~ shall be permitted within each RV space as optional improvements.

~~21. Neighborhood common areas will include shower and laundry facilities. These facilities shall be located no more than 800 feet from any RV space.~~

~~Traffic and Roadways~~

~~22.~~ 10. Access shall be limited to one entrance from SR-44 (East Gulf to Lake Highway). The gated entrance must meet the requirements of LDC. ~~Section 4244, Gated Entrances.~~

~~23. Improvements to SR-44 are required based on the approved traffic study. Conditions of approval of the traffic study include construction of an eastbound right turn lane at the project driveway and coordination with the FDOT to ensure proper U-turn considerations are provided.I~~

~~24.~~ 11. ~~Internal streets shall have 20-foot pavement widths for two-way traffic and include a minimum four-foot wide sidewalk which should be separated from the road by a minimum four foot wide vegetative buffer. Streets serving less than 30 spaces may be used as part of the pedestrian circulation system.~~ Internal drives must be designed to LDC requirements, which will be reviewed at the time of permitting of each phase/sub-phase. These drive locations may deviate from the layout on the Master Plan provided that they do not significantly impact the overall traffic flow/design.

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~~25.~~ 12. The applicant shall provide ~~sidewalks and/or intermodal traffic along the collector road, connecting all commercial and recreational facilities, and connecting with the sidewalk along SR 44. Sidewalks shall be at grade in parking area, of scored concrete or pavers and specifically not striped asphalt.~~ sidewalks, pedestrian trails, cart paths or other pedestrian connections to allow for internal circulation from RV sites throughout the park and the amenity areas.

~~26. A detailed pedestrian circulation system that demonstrates compliance with LDC Section 4663 standards shall be submitted to and approved by the TRT prior to issuance of the site development permit.~~

~~**Utilities, Fire and Stormwater**~~

~~27.~~ 13. The project must be served by regional sanitary sewer and water provided by the City of Inverness.

14. Fire Plan Review conditions must be met as follows, or as otherwise acceptable with the County Fire Services:

- If central water (6" water main) is within 1200' curbline distance of the buildings, a fire hydrant is required.
- Fire department access roads shall be 20' minimum in width.
- All points of a building to be within 150' of fire department access road and entry door within 50'.
- Fire department access roads shall be designed and maintained to support the imposed load of fire department apparatus and shall be provided with an all-weather driving surface.
- Entry gate required to open upon a siren and contain a knox box.

~~28. Fire Department access shall be reviewed and approved by the Fire Rescue Division.~~

~~29. Fire Hydrants shall be provided in accordance with Cirus County Code Section 102.~~

~~30.~~ 15. The storm water management system shall be approved by SWFWMD and/or Citrus County Engineering.

16. A Biological Survey must be submitted at the time of permitting, and any protected species present on site are subject to mitigation permitting by the State of Florida.

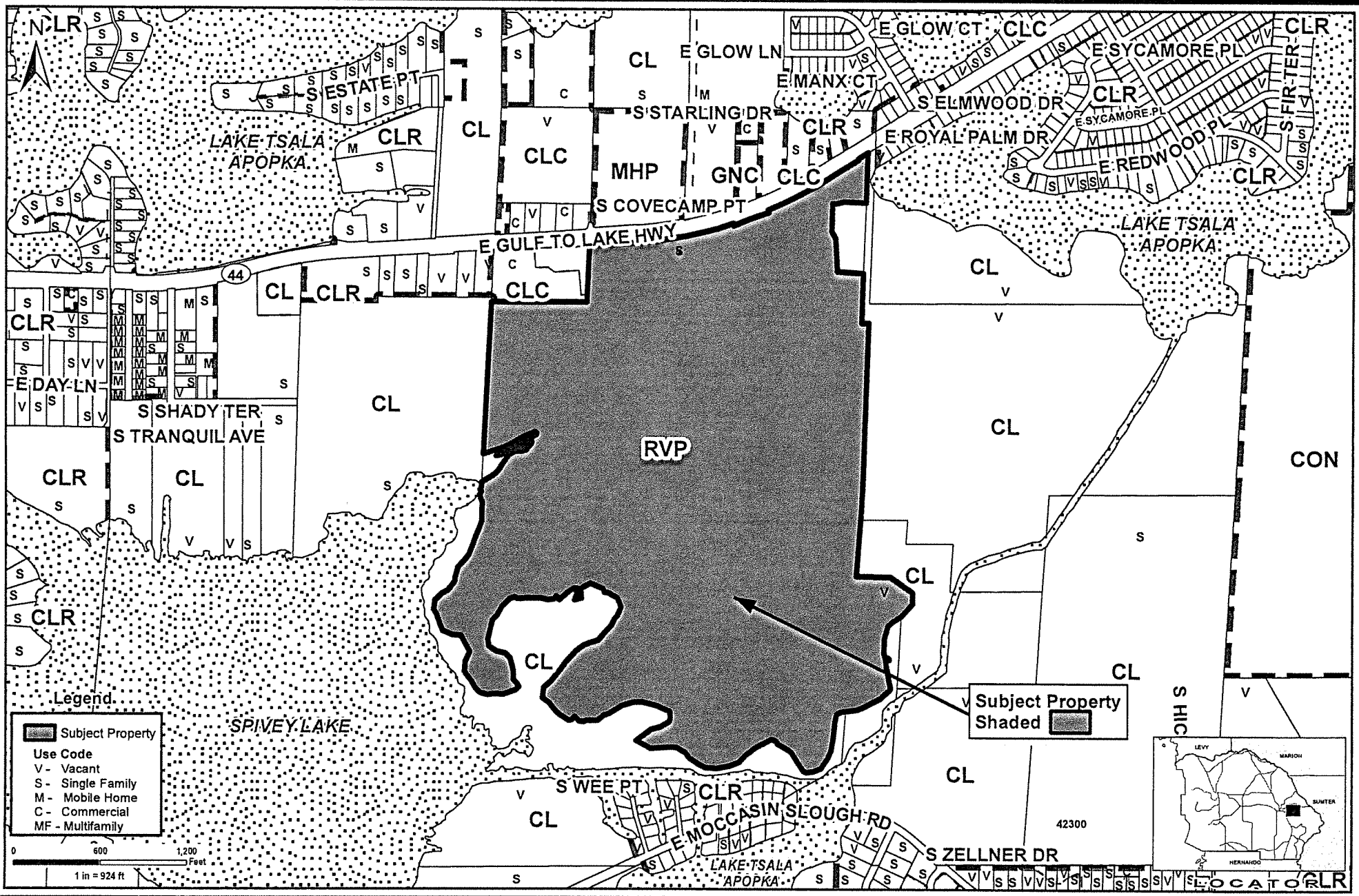
17. All exterior lighting shall be positioned, shielded and hooded so as not to illuminate adjacent properties.

~~**Compliance**~~

~~31.~~ 18. Noncompliance with or any violation of the above referenced conditions as may be determined by Citrus County Code Enforcement Proceedings, may, in addition any penalty imposed by Code Enforcement and subsequent to satisfying all procedural requirements set forth in Section 2223 of the Citrus County Land Development Code, render the Planned Development Overlay null, void, ad of no force or effect.

JLC/cb

Attachment: Staff report and locator map (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



Application #: PUD-21-13	Applicant: John H. Eden, IV for New Horizon Funding, Inc.
Proposal: Amend LDC Atlas and Master Plan of Preservation Point for multiple items including revising the number of RV units, configuration, recreation and phasing	Location: 8588 E Gulf to Lake Hwy, Inverness
Land Use Atlas: Recreational Vehicle Park (RVP)	S-T-R -15-19-20 E
	Planner Initials: _____ Date: 9/21/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

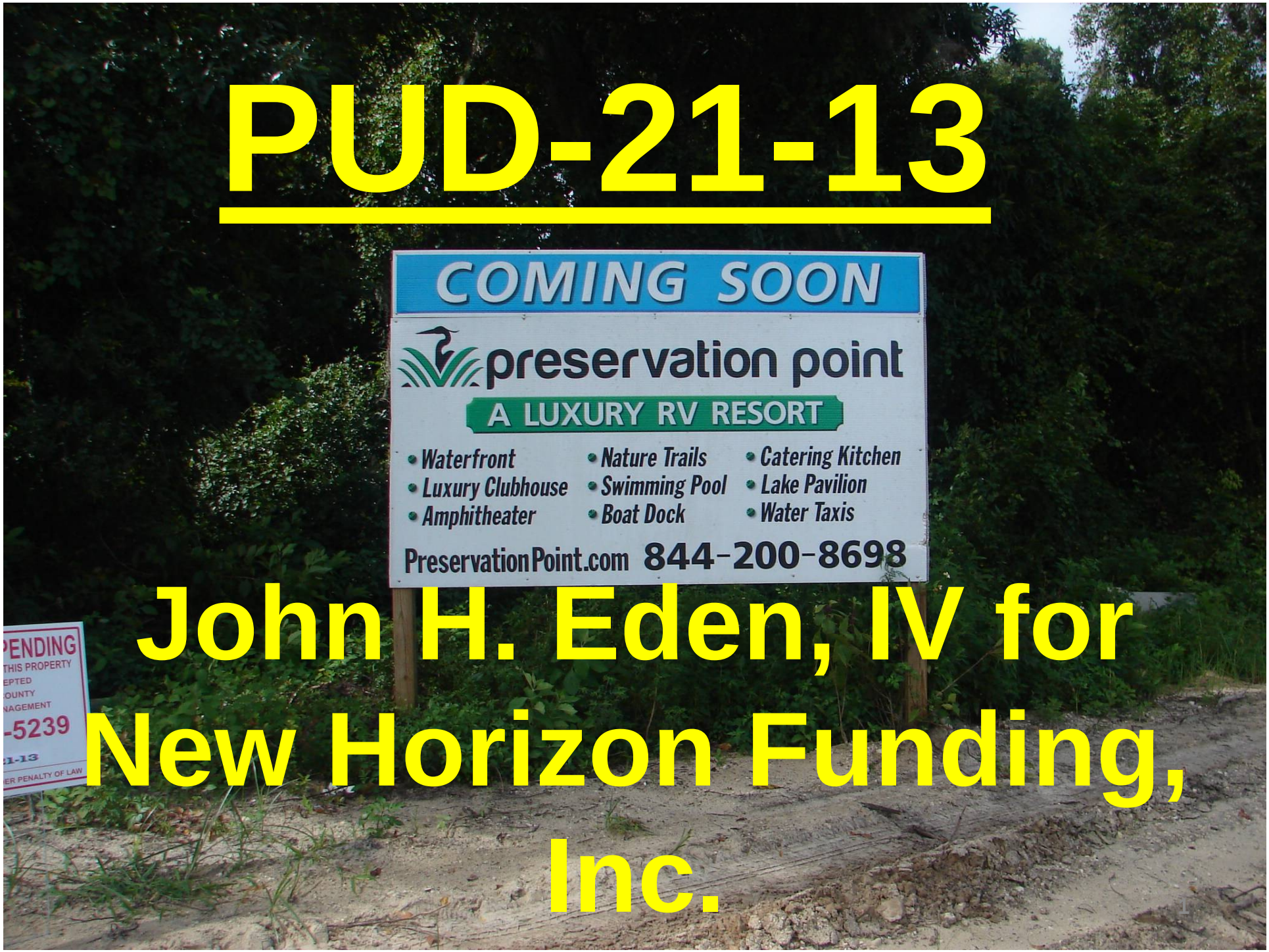
Prepared By : William Braunsch
Date: September 07, 2021
Source: Enterprise Geodatabase
Map Number: WB0000683

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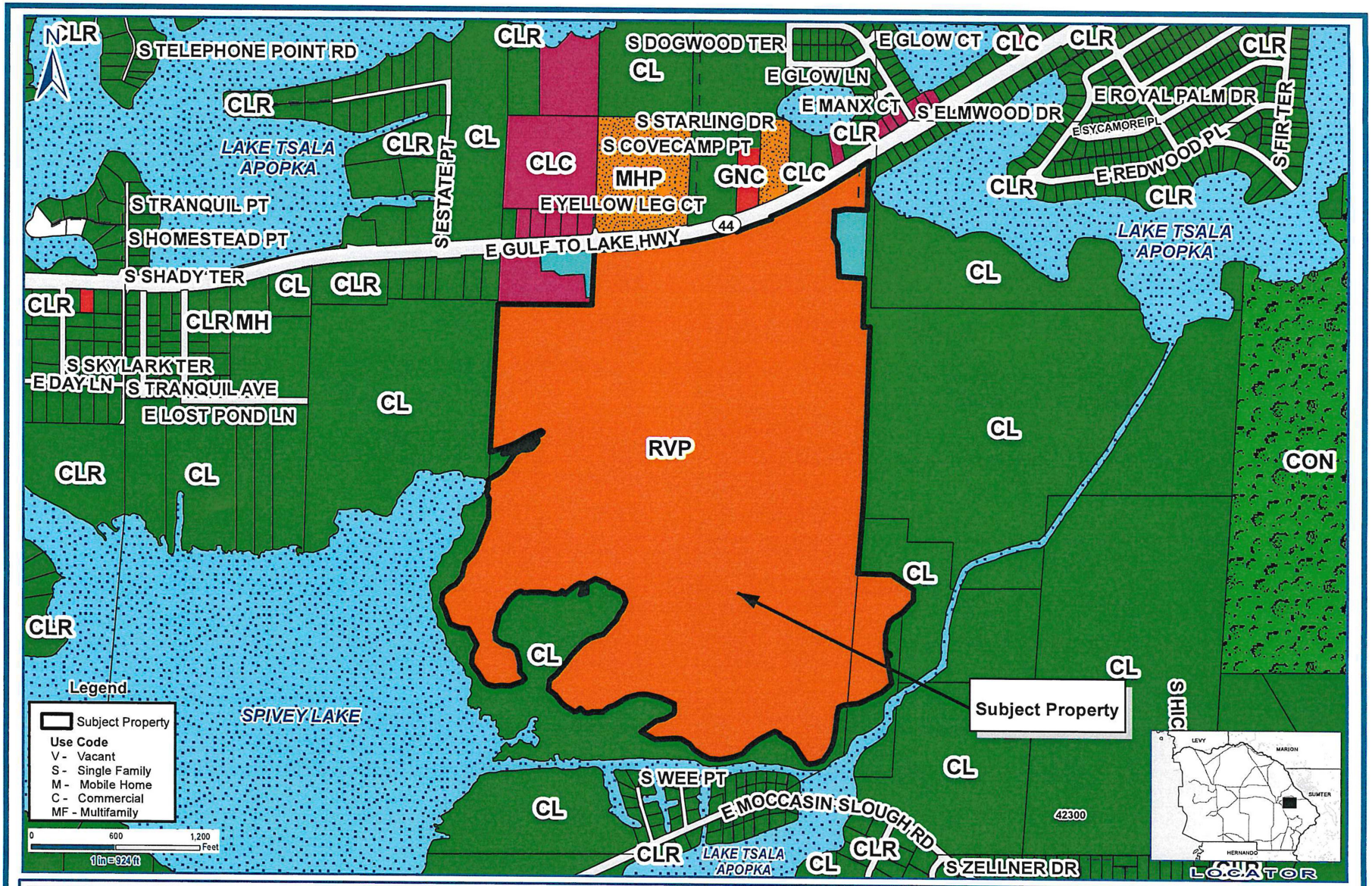
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PUD-21-13



John H. Eden, IV for New Horizon Funding, Inc.

Attachment: PDC planner pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



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Geographic Information Systems

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Director

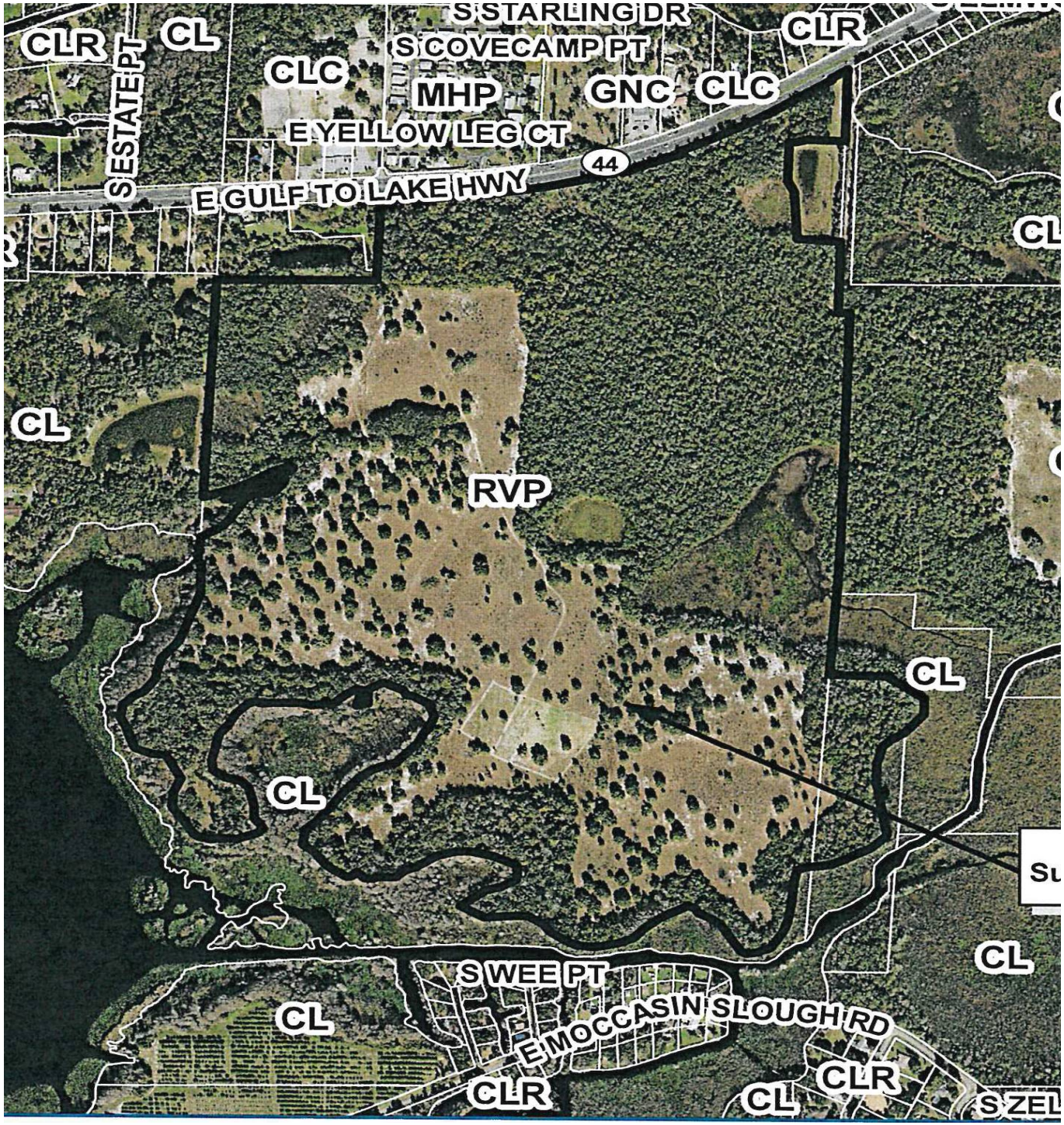
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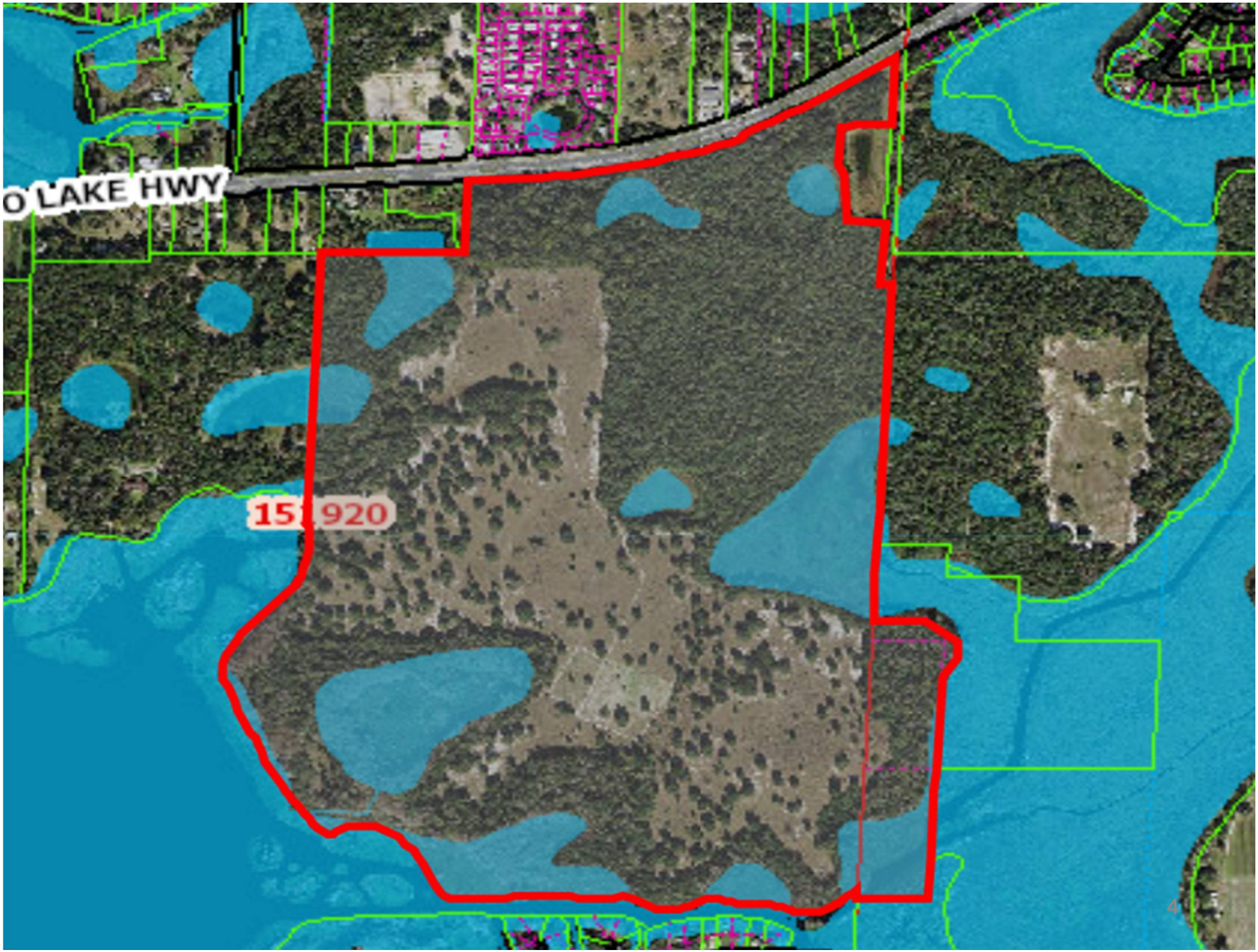
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Attachment: PDC planner pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



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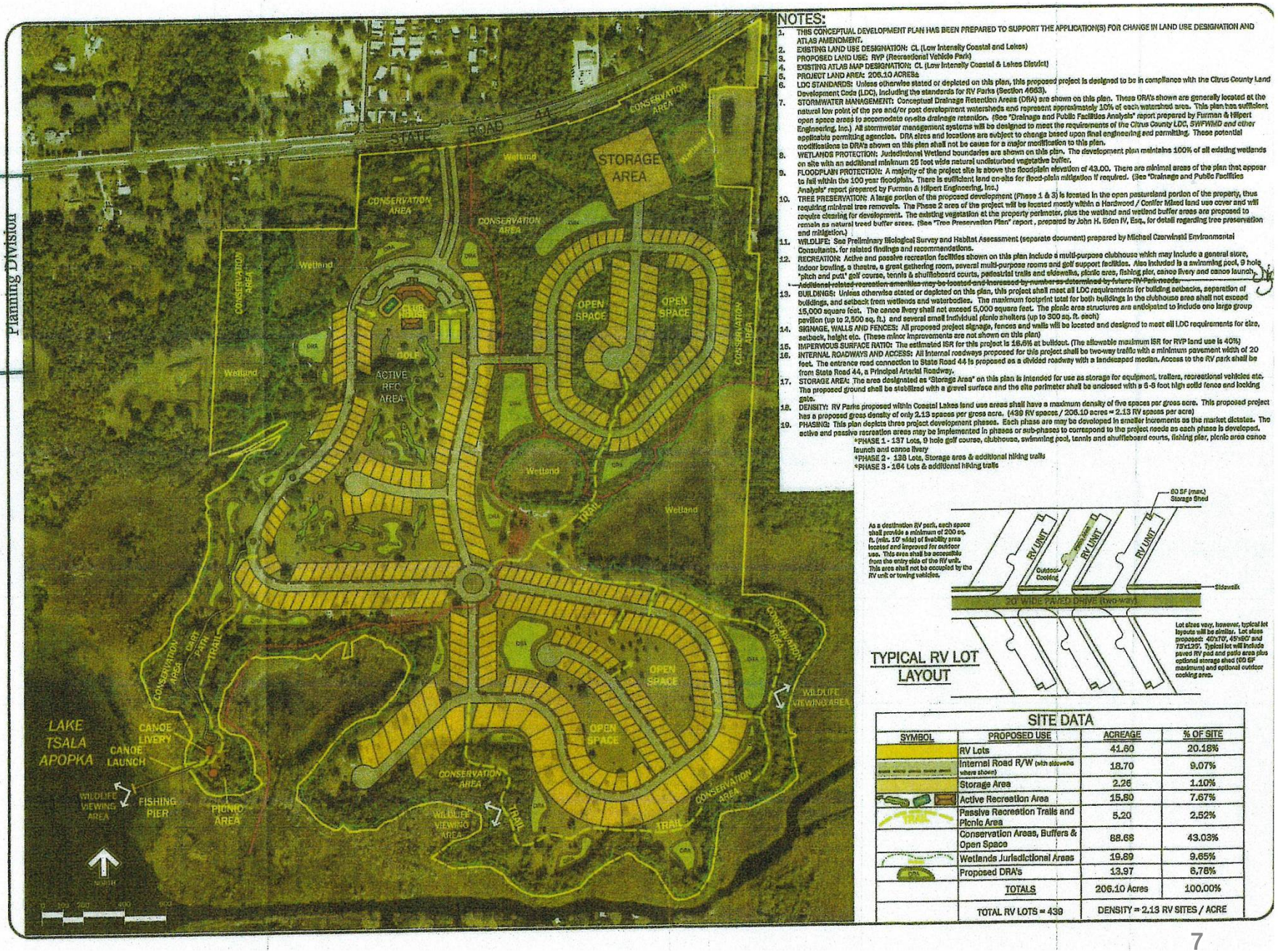


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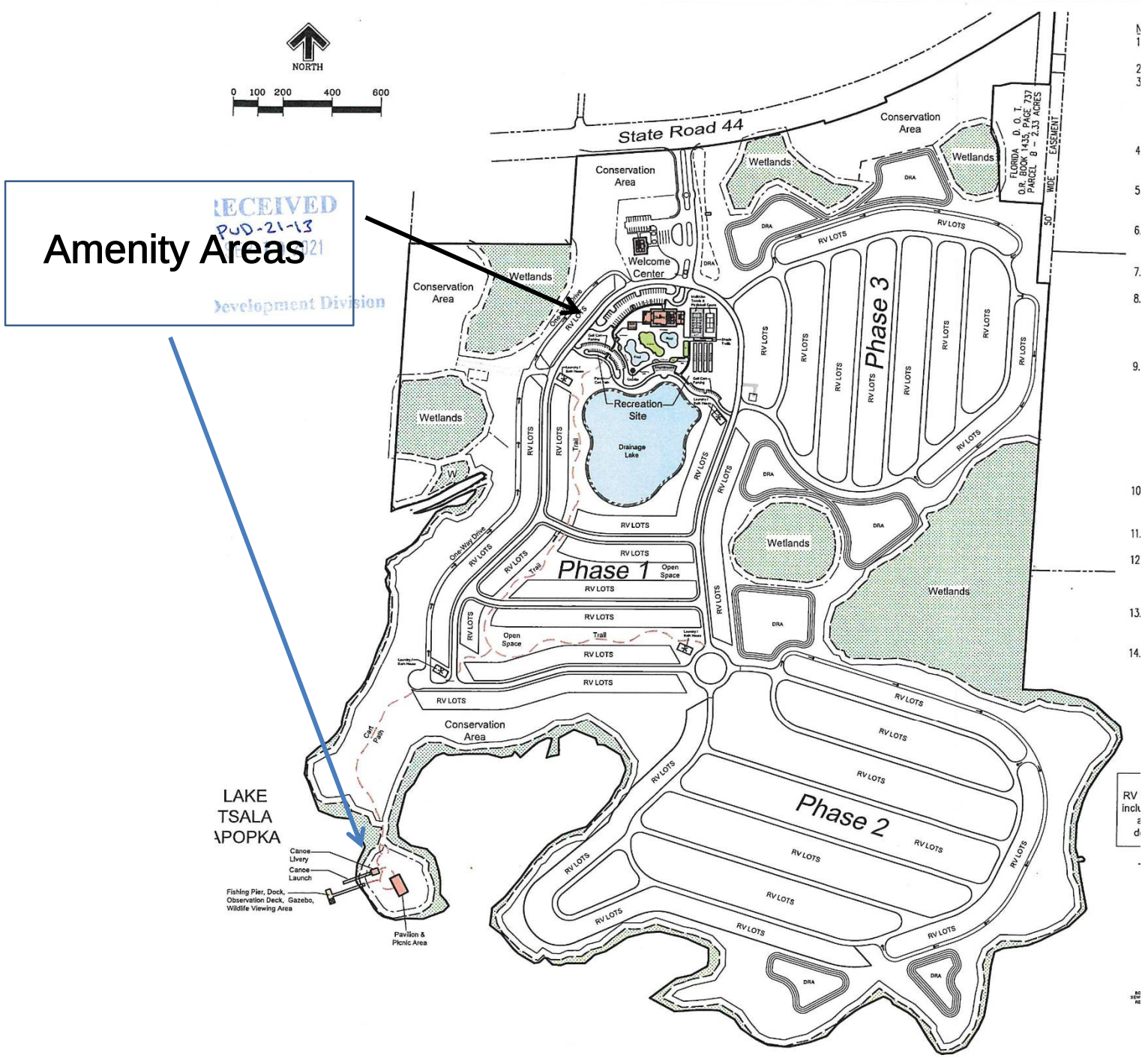
1. THIS CONCEPTUAL DEVELOPMENT PLAN HAS BEEN PREPARED TO SUPPORT THE APPLICATION(S) FOR CHANGE IN LAND USE DESIGNATION AND ATLAS AMENDMENT.
2. EXISTING LAND USE DESIGNATION: CL (Low Intensity Coastal and Lakes)
3. PROPOSED LAND USE: RVP (Recreational Vehicle Park)
4. EXISTING ATLAS MAP DESIGNATION: CL (Low Intensity Coastal & Lakes District)
5. PROJECT LAND AREA: 206.10 ACRES±
6. LDC STANDARDS: Unless otherwise stated or depicted on this plan, this proposed project is designed to be in compliance with the Citrus County Land Development Code (LDC), including the standards for RV Parks (Section 4663).
7. STORMWATER MANAGEMENT: Conceptual Drainage Retention Areas (DRA) are shown on this plan. These DRA's shown are generally located at the natural low point of the pre and/or post development watersheds and represent approximately 10% of each watershed area. This plan has sufficient open space areas to accomodate on-site drainage retention. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.) All stormwater management systems will be designed to meet the requirements of the Citrus County LDC, SWFWMD and other applicable permitting agencies. DRA sizes and locations are subject to change based upon final engineering and permitting. These potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
8. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
9. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.)
10. TREE PRESERVATION: A large portion of the proposed development (Phase 1 & 3) is located in the open pastureland portion of the property, thus requiring minimal tree removals. The Phase 2 area of the project will be located mostly within a Hardwood / Conifer Mixed land use cover and will require clearing for development. The existing vegetation at the property perimeter, plus the wetland and wetland buffer areas are proposed to remain as natural treed buffer areas. (See "Tree Preservation Plan" report , prepared by John H. Eden IV, Esq., for detail regarding tree preservation and mitigation.)
11. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants, for related findings and recommendations.
12. RECREATION: Active and passive recreation facilities shown on this plan include a multi-purpose clubhouse which may include a general store, indoor bowling, a theatre, a great gathering room, several multi-purpose rooms and golf support facilities. Also included is a swimming pool, 9 hole "pitch and putt" golf course, tennis & shuffleboard courts, pedestrial trails and sidewalks, picnic area, fishing pier, canoe livery and canoe launch. ~~Additional related recreation amenities may be located and increased by number as determined by future RV Park needs.~~
13. BUILDINGS: Unless otherwise stated or depicted on this plan, this project shall meet all LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The maximum footprint total for both buildings in the clubhouse area shall not exceed 15,000 square feet. The canoe livery shall not exceed 5,000 square feet. The picnic area structures are anticipated to include one large group pavilion (up to 2,500 sq. ft.) and several small individual picnic shelters (up to 300 sq. ft. each)
14. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
15. IMPERVIOUS SURFACE RATIO: The estimated ISR for this project is 16.6% at buildout. (The allowable maximum ISR for RVP land use is 40%)
16. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be two-way traffic with a minimum pavement width of 20 feet. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
17. STORAGE AREA: The area designated as "Storage Area" on this plan is intended for use as storage for equipment, trailers, recreational vehicles etc. The proposed ground shall be stabilized with a gravel surface and the site perimeter shall be enclosed with a 6-8 foot high solid fence and locking gate.
18. DENSITY: RV Parks proposed within Coastal Lakes land use areas shall have a maximum density of five spaces per gross acre. This proposed project has a proposed gross density of only 2.13 spaces per gross acre. (439 RV spaces / 206.10 acres = 2.13 RV spaces per acre)
19. PHASING: This plan depicts three project development phases. Each phase are may be developed in smaller increments as the market dictates. The active and passive recreation areas may be implemented in phases or sub-phases to correspond to the project needs as each phase is developed.
    - *PHASE 1 - 137 Lots, 9 hole golf course, clubhouse, swimming pool, tennis and shuffleboard courts, fishing pier, picnic area canoe launch and canoe livery
    - *PHASE 2 - 138 Lots, Storage area & additional hiking trails
    - *PHASE 3 - 164 Lots & additional hiking trails

TYPICAL RV LOT LAYOUT

SITE DATA

SYMBOL	PROPOSED USE	ACREAGE	% OF SITE
	RV Lots	41.60	20.18%
	Internal Road R/W (with sidewalks where shown)	18.70	9.07%
	Storage Area	2.26	1.10%
	Active Recreation Area	15.80	7.67%
	Passive Recreation Trails and Picnic Area	5.20	2.52%
	Conservation Areas, Buffers & Open Space	88.68	43.03%
	Wetlands Jurisdictional Areas	19.89	9.65%
	Proposed DRA's	13.97	6.78%
	TOTALS	206.10 Acres	100.00%
	TOTAL RV LOTS = 439	DENSITY = 2.13 RV SITES / ACRE	

Attachment: PDC planner pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

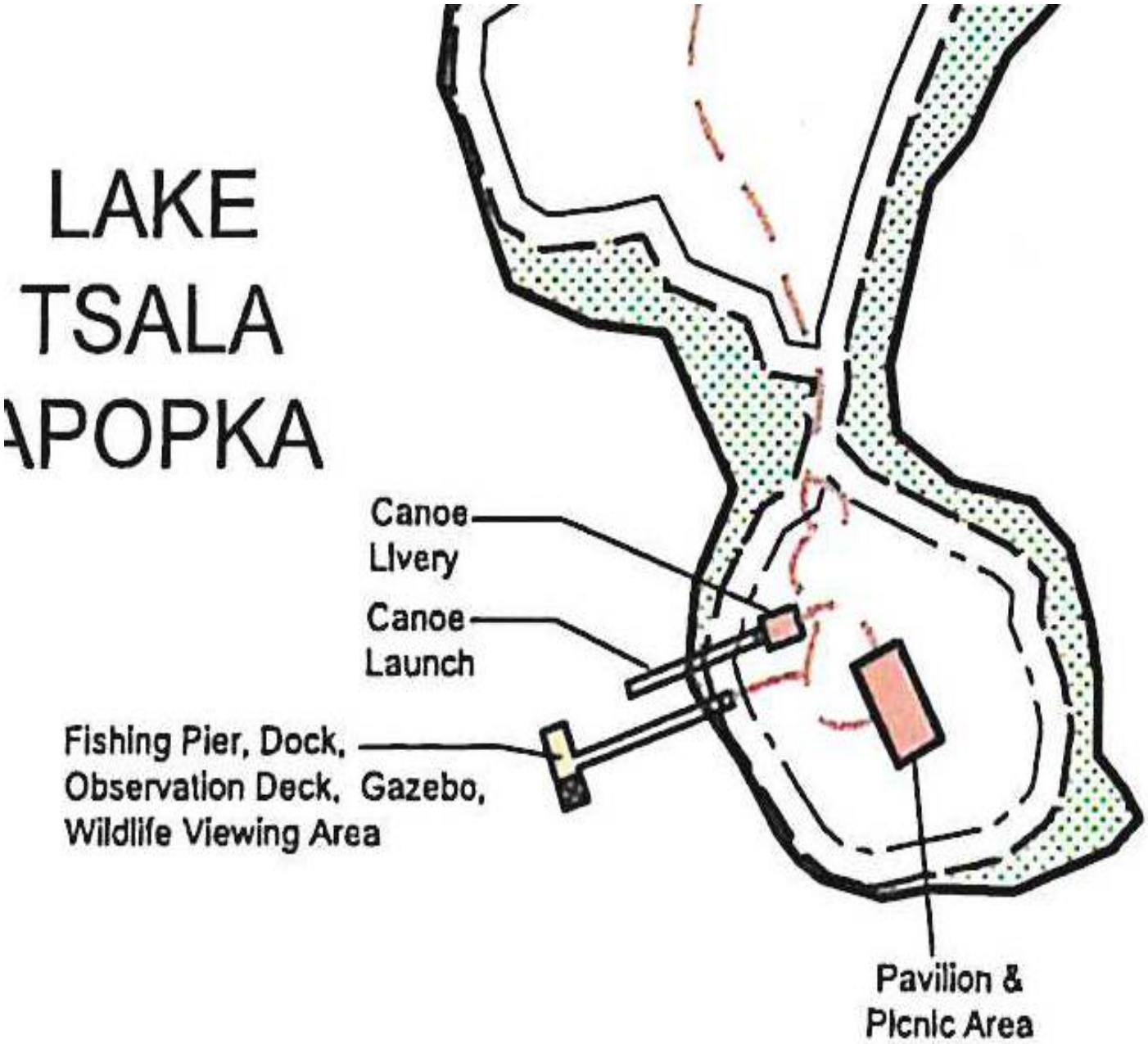


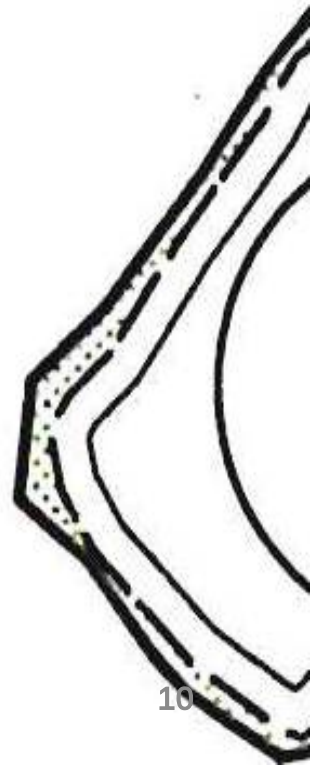
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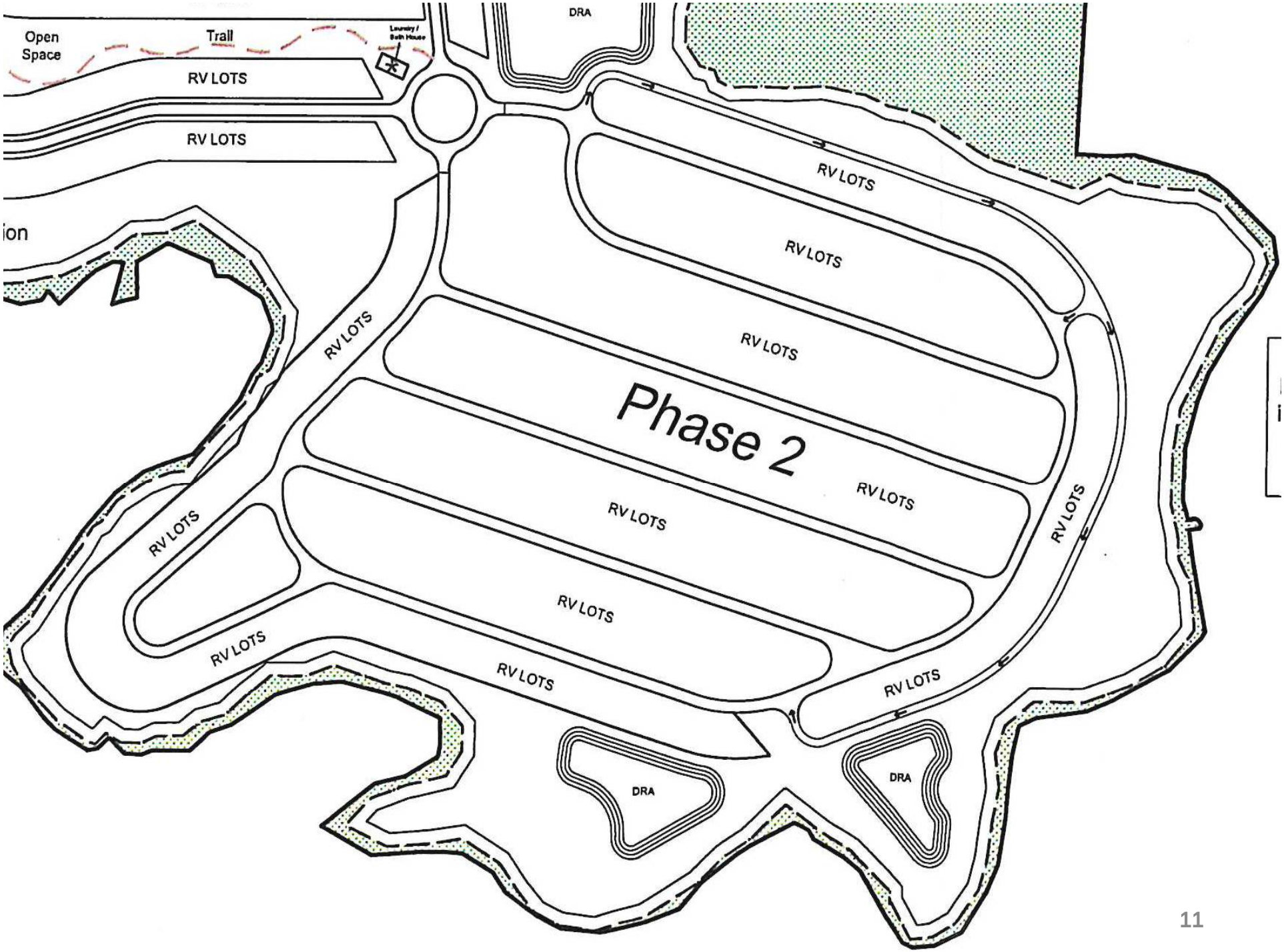
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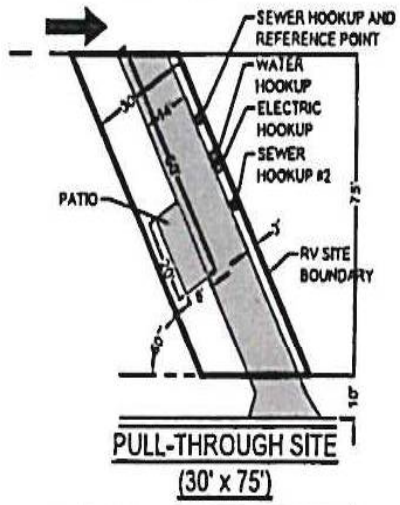
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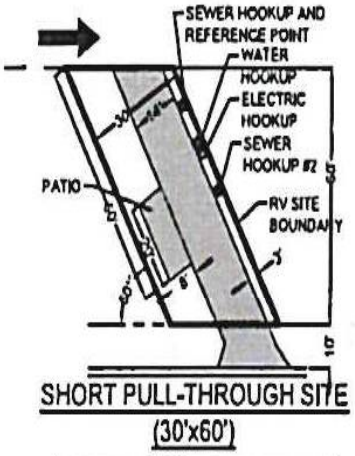
Attachment: PDC planner pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

TYPICAL RV SITE TYPES

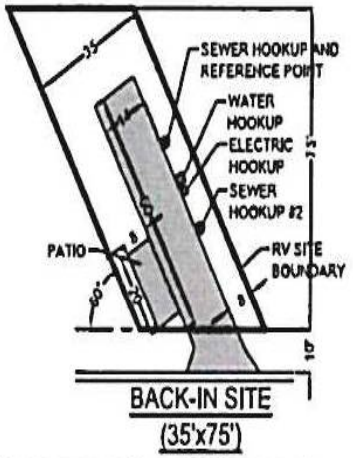
RV Site Development areas will incorporate a mix of RV Site types and sizes. The RV Lot details shown below do not include all possible RV lot configurations or sizes. Individual RV Sites shall have a minimum area of 1,500 square feet and a minimum width of 30 feet per the Citrus County Land Development Code. A storage shed (not shown on details) shall be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.



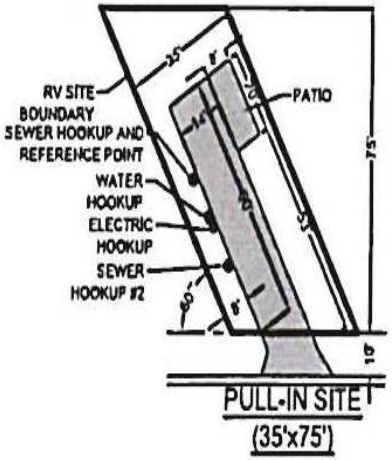
PULL-THROUGH SITE
(30' x 75')



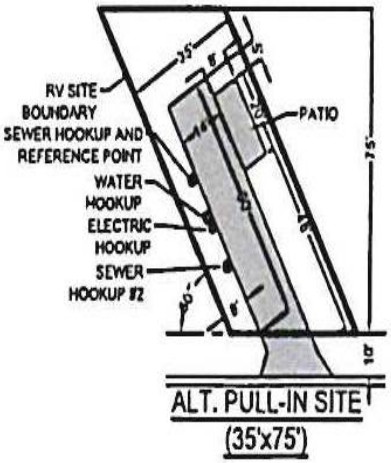
SHORT PULL-THROUGH SITE
(30'x60')



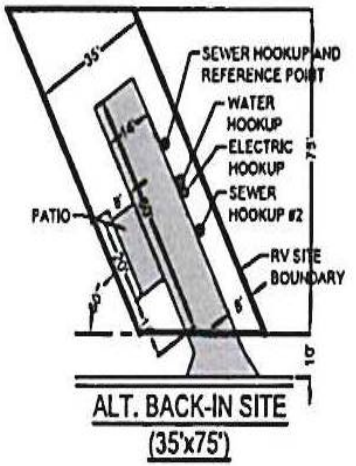
BACK-IN SITE
(35'x75')



PULL-IN SITE
(35'x75')

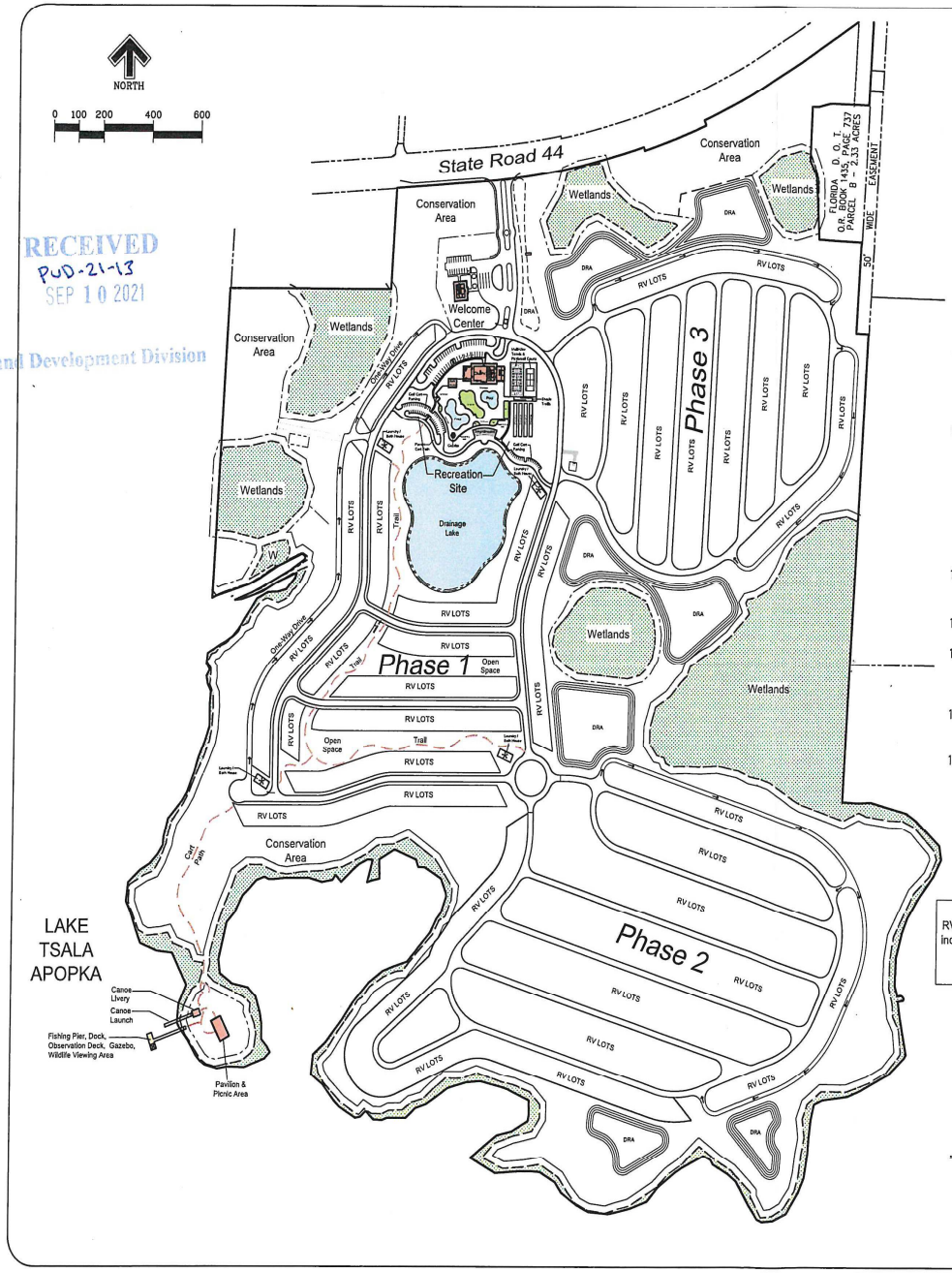


ALT. PULL-IN SITE
(35'x75')



ALT. BACK-IN SITE
(35'x75')

Attachment: PDC planner pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)



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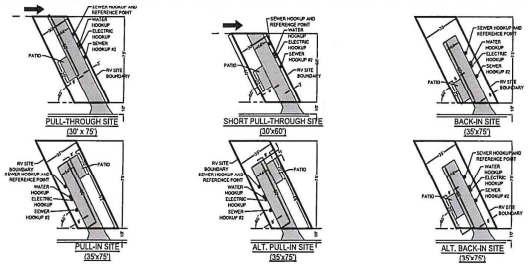
NOTES:

1. THE DEVELOPMENT AREAS AND RECREATION SITE PLAN SHOWN ARE CONCEPTUAL ONLY AND MAY BE MODIFIED AS THOSE PROJECT AREAS ARE ENGINEERED.
2. TOTAL PROJECT LAND AREA: 234 ACRES±.
3. STORMWATER MANAGEMENT: Drainage Retention Areas are planned to be located primarily within the proposed interior manmade lined lake areas and other open space areas. This plan has sufficient open space areas to accommodate on-site drainage retention. DRA sizes and locations are subject to change based upon final engineering and permitting. Potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
4. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
5. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required.
6. TREE PRESERVATION: Trees are proposed to be preserved within the wetland areas of the site and wetland buffer areas as required by permitting agencies. Additional tree preservation and mitigation standards shall follow the requirements of the Citrus County LDC.
7. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants. for related findings and recommendations.
8. RECREATION: The primary proposed active and passive recreation facilities and locations are shown on this plan. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development. Any additional future recreation components (not shown on the plan) in Phase 1, 2 and 3 areas may be allowable provided that they are located outside of conservation or wetlands areas, unless otherwise allowed, and meet LDC standards.
9. BUILDINGS: Proposed buildings shown on this plan shall meet all Citrus County LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The proposed building uses and size limitations shown on the Preservation Point RV Resort Conceptual Site Plan, may have minor modifications during the final design of the buildings. Proposed building sizes: (Welcome Center: 3,600 SF± including porches; Clubhouse Site total of all buildings shall not exceed 15,000 SF; Lakeside Recreation Area Pavilion, Canoe Livery and Fishing Pier Gazebo total of all buildings shall not exceed: 4,900 SF; Laundry / Bath Houses sized per need – locations to be determined). The Clubhouse building may include a general store and catering kitchen for use by the RV Resort guests and not the general public. The fishing pier, dock and canoe launch area improvements are for the use of the RV Resort guests and not the general public.
10. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all Citrus County LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
11. IMPERVIOUS SURFACE RATIO: The project site shall not exceed the allowable ISR per the Citrus County Land Development Code.
12. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be one or two-way traffic with a minimum pavement width based upon requirements for the type of use and traffic flow. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
13. DENSITY: *Per the Citrus County Land Development Code, RV Parks shall have a maximum density of ten spaces per gross acre* The proposed plan meets the density allowances as allowed by the Citrus County LDC, Comprehensive Plan and applicable State Statutes.
14. PHASING: This plan depicts three project development phase areas. Each phased area may be developed in smaller increments as the market dictates. Each phase or sub-phase will include the construction of related drives, stormwater, utilities, etc. required to serve that development area. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development.

PHASE 1:	To be determined
PHASE 2:	To be determined
PHASE 3:	To be determined
TOTAL RV Sites:	1,000 Maximum Total RV Sites

TYPICAL RV SITE TYPES

RV Site Development areas will incorporate a mix of RV Site types and sizes. The RV Lot details shown below do not include all possible RV lot configurations or sizes. Individual RV Sites shall have a minimum area of 1,500 square feet and a minimum width of 30 feet per the Citrus County Land Development Code. A storage shed (not shown on details) shall be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.



PLAN REVISIONS: DESCRIPTION | DATE

Conceptual Site Plan
September 9, 2021

Preservation Point
RV Resort
Citrus County, Florida

Community Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone:352-637-1742
(E): pauldd2000@tampabay.rr.com
Paul C. Gibbs
Registered Landscape Architect
#LA0001189
State of Florida
Date:

DRAWN BY:	PCG
DATE:	09/09/21
SCALE:	1"=200'

SHEET
L1 OF 1

Attachment: PDC planner pp (18512 : PUD-21-13 – John H. Eden, IV for New Horizon Funding, Inc.)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL
AGENDA DATE:	**November 04, 2021**

BRIEF OVERVIEW:

This application is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from RMU, Residential Mixed Use District to PSI, Public/Semi-Public/Institutional District, and amend the Land Use Atlas Map (LUAM) of the Land Development Code from PDR, Planned Residential Development District with a designation on the Betz Farm Development of Regional Impact for Public Use/Public Schools and Open Space/Natural Areas/Buffers, to PSI, Public/Semi-Public/Institutional District.

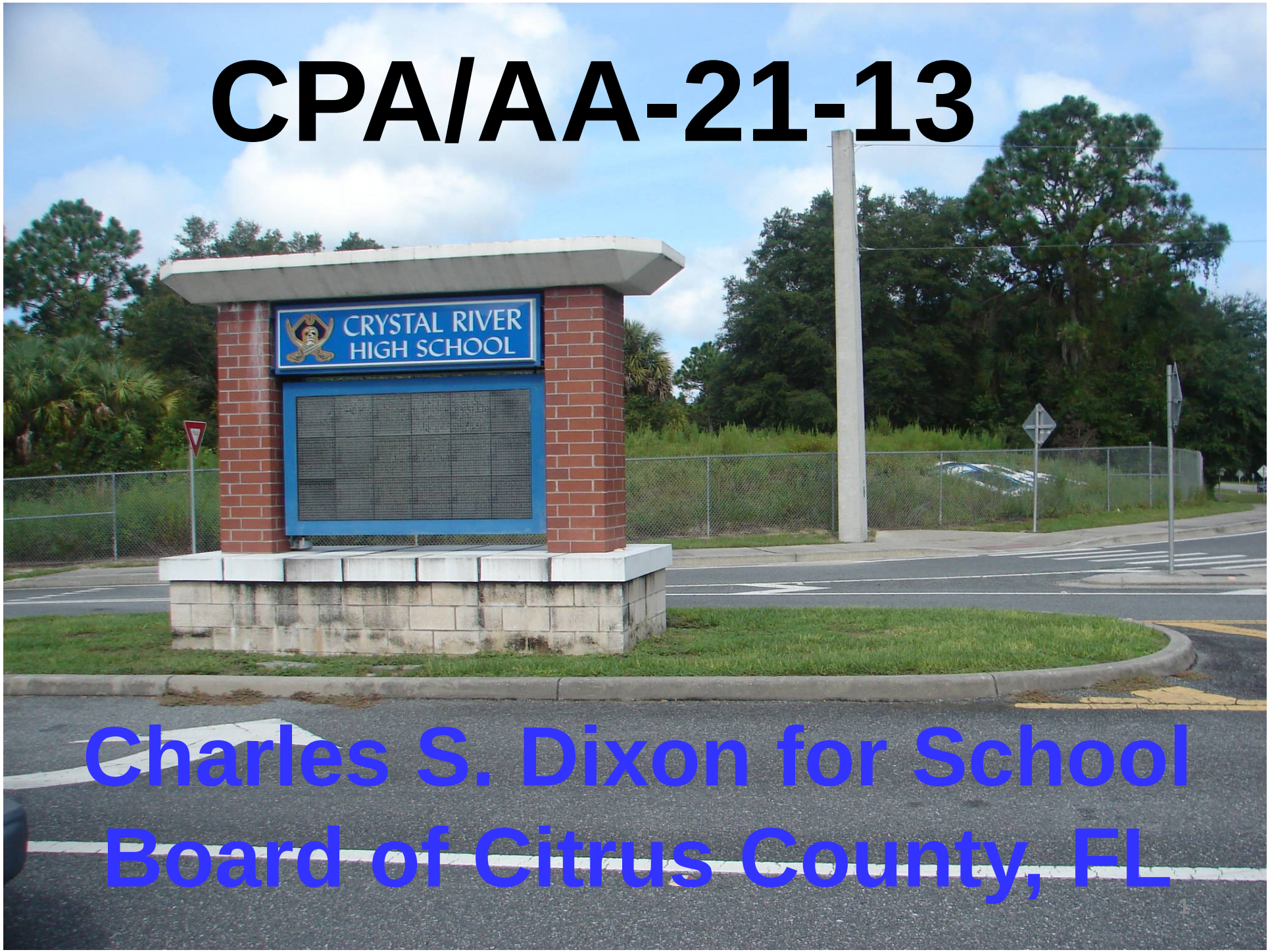
BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

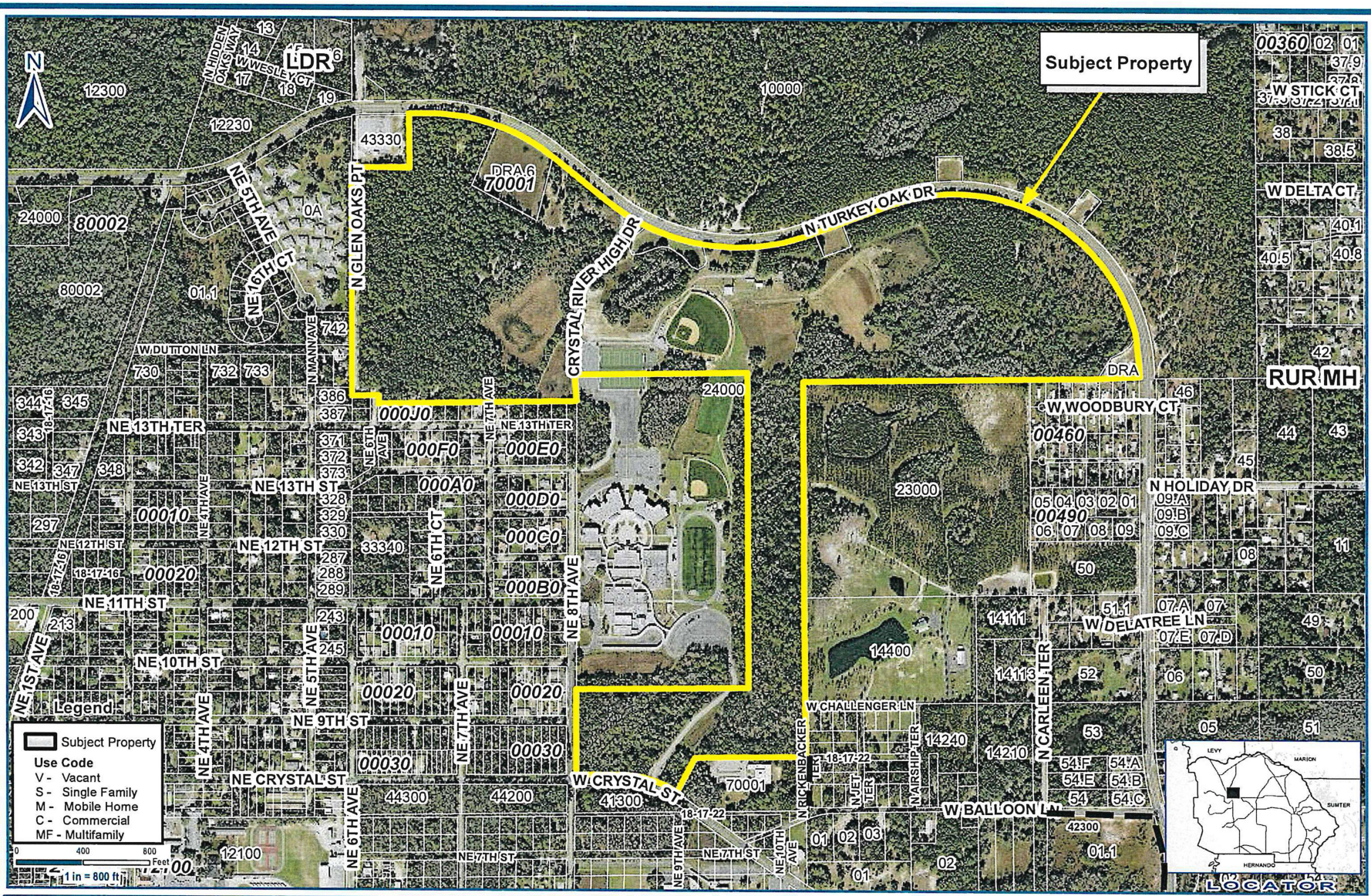
Conduct a public hearing on November 4, 2021, to review and consider, CPA/AA-21-13 - Charles S. Dixon, AICP for School Board of Citrus County, FL

CPA/AA-21-13



Charles S. Dixon for School Board of Citrus County, FL

Attachment: PDC coordinator pp (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of



Application #: CPA/AA-21-13	Applicant: Charles S. Dixon, AICP for School Board Citrus County
Proposal: Amend FLUM, LDC Atlas, Remove DRI	Location: Portion of Parcel 24000 (AK 3486585)
LDC Atlas: Planned Residential District (PDR), DRI	S-T-R - 15-18-17

Planner Initials: _____ Date: 9/22/21

Geographic Information Systems

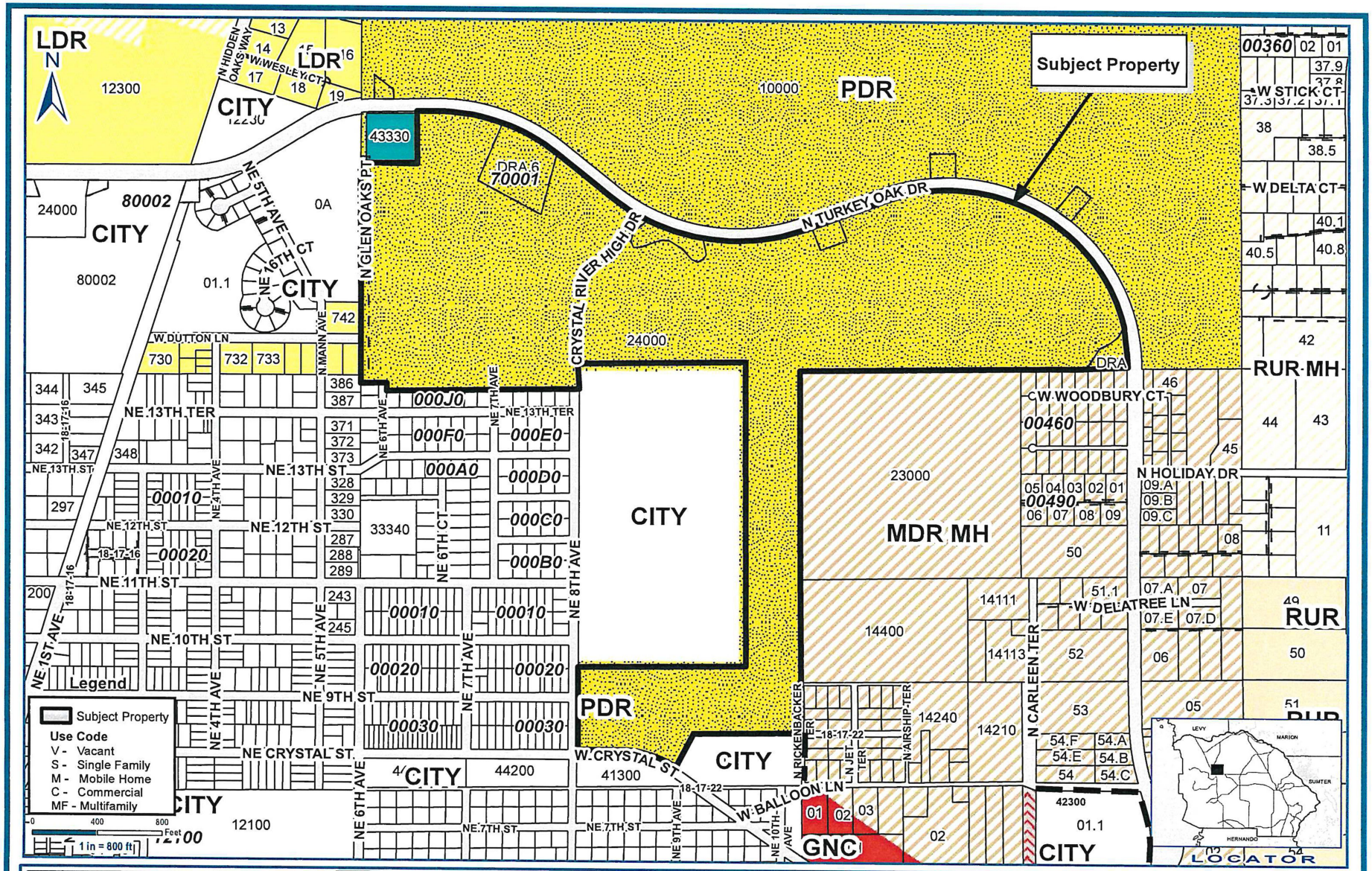
Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: September 21, 2021
Source: Enterprise Geodatabase
Map Number: SO001199

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is posted. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

Attachment: PDC coordinator pp (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of



Application #: CPA/AA-21-13	Applicant: Charles S. Dixon, AICP for School Board Citrus County
Proposal: Amend FLUM, LDC Atlas, Remove DRI	Location: Portion of Parcel 24000 (AK 3486585)
LDC Atlas: Planned Residential District (PDR), DRI	S-T-R - 15-18-17

Planner Initials: _____ Date: 9/22/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

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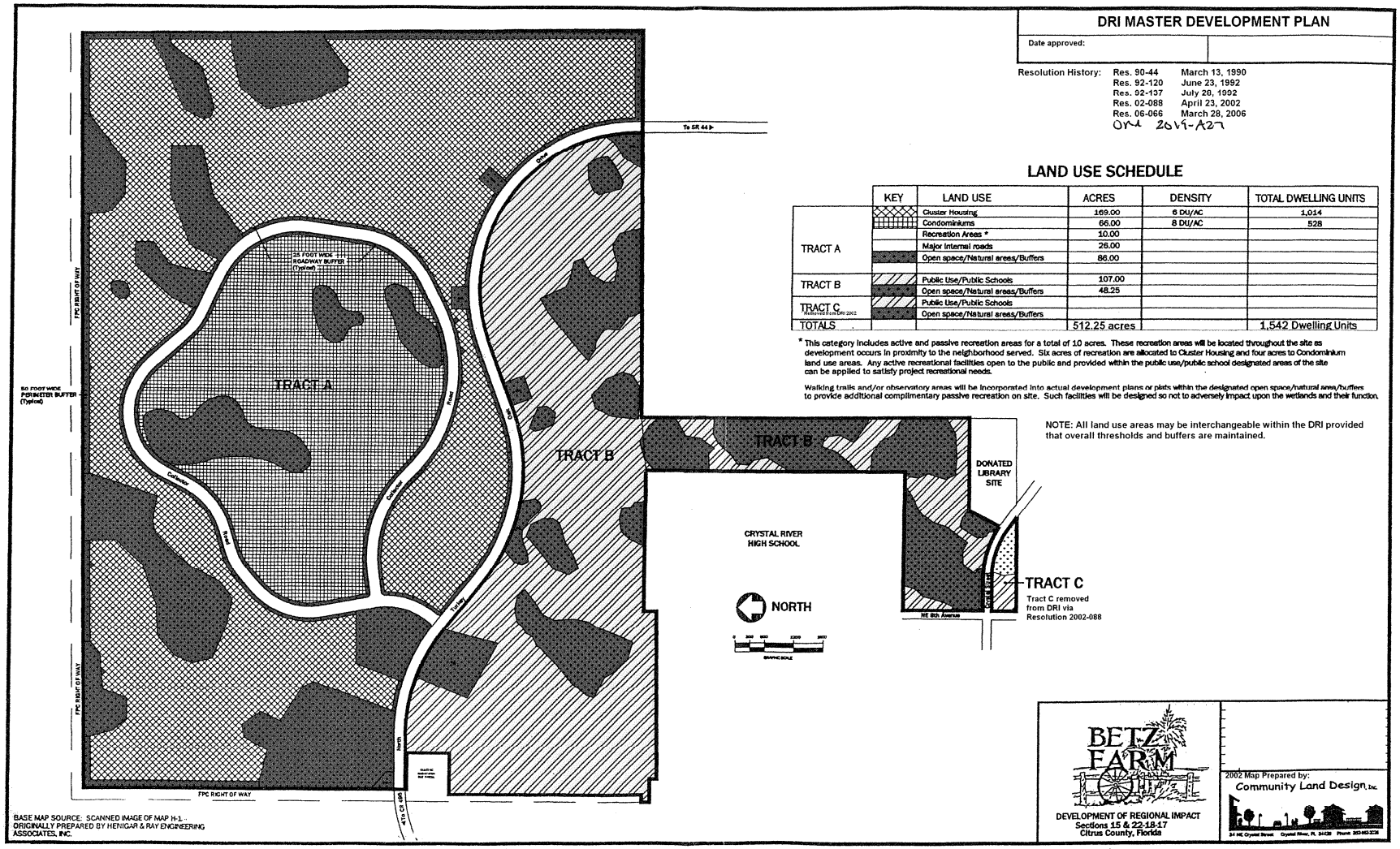
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PGML-2021- 08 Betz Farm DRI NOPC

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-21 13 Date: August 18, 2021

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

Applicant* Attn: Charles S. Dixon, AICP
Name: School Board of Citrus County, FL
Address: 1007 W. Main Street
City: Inverness
State: FL Zip: 34450
Home No.: Cell No.: 400-1368
Work No.: 726-1931 Fax No.:
Email: dixonc@citrusschools.org

Property Owner
Name: School Board of Citrus County, FL
Address: 1007 W. Main Street
City: Inverness
State: FL Zip: 34450
Home No.: Cell No.:
Work No.: Fax No.:
Email:

Property Description: Section: 15 Township: 18 South Range: 17 East
Legal Description: attached
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 3486585 and 3476123 Parcel ID:
Acreage: 191 acres MOL

_____ New Planned Unit Development (PUD)
_____ Amendment to Previously Approved PUD/PD Previous Application No.:
Land Development Code Atlas Designation From: PDR To: PSI
Generalized Future Land Use Map Designation From: PDR To: PSI

Is this hearing being requested as a result of a Code Violation Notice? Yes _____ No X
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): Remove subject property from the Betz Farm DRI Development Order and designate PSI "Public Semi-Public Instituional" for public schools and ancillary facilities.

Directions to Property: 3195 Crystal River High Drive - Crystal River, FL 34428

The Applicant is: Owner of Tract X Agent for Property Owner
One-Owner Among Several Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting. I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property. I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application. I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: Charles S Dixon

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 -/-, 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

Lori Virostek Willette
Printed Name
Lori Virostek Willette
Notary Public - State of Florida

Notary Seal
LORI VIROSTEK WILLETTE
Commission # GG 337137
Expires June 10, 2023
Bonded Thru Budget Notary Services

Date: 8/19/21
Time: 9:14 a
Initials: LVW

For Staff Use Only
ATF:
QTR:
LUD:

GFLUM Des:
FZ:

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Land Development D

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

PGML-2021-05

SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

"Where Learning is the Expectation And Caring is a Commitment"

THOMAS KENNEDY
DISTRICT 1

VIRGINIA BRYANT
DISTRICT 2

DOUGLAS A. DODD
DISTRICT 3

SANDRA COUNTS
DISTRICT 4

LINDA B. POWERS
DISTRICT 5

June 8, 2021

Charles R. Oliver
County Administrator
3600 W Sovereign Path
Lecanto, FL 34461

RE: CCSB Withdrawal from Betz Farm Development of Regional Impact (DRI) and request to redesignate CCSB Owned Tracts to "Public Semi-Public Institutional" (PSI) Land Use on the Citrus County Comprehensive Plan Generalized Future Land Use Map and Land Development Code Atlas

Dear Mr. Oliver,

The Betz Farm Development of Regional Impact (DRI) is jointly owned by Citrus County and the Citrus County School Board with 70 Percent owned by the County and 30 Percent owned by the School Board.

The School Board portion of the Betz Farm Development of Regional Impact (DRI) has been mostly developed and is currently being used for educational purposes as part of the Crystal River High School Campus. The County portion is undeveloped, designated for residential development, and likely to be sold for private development.

The maintenance of the DRI Annual Reporting Process has worked well since the acquisition of the property by the County and the School Board in 2002 because all the Tracts have remained in public ownership. However, with the majority owner (Tract "A") potentially shifting to private ownership, it is preferred that the School Board Portion (Tracts "B" and "C") should be removed from the DRI and zoned accordingly for a public use.

Please coordinate with your staff to effectuate the necessary change to the DRI Development Order and amend the Citrus County Comprehensive Plan and Land Development Code Atlas to reflect the "Public Semi-Public Institutional" land use designation accordingly.

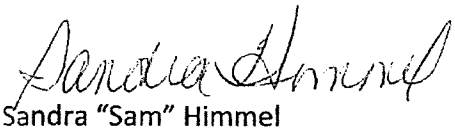
Thank you for your assistance in this matter and please do not hesitate to call if you have any questions.

Roger Weaver Educational Complex
2575 S. Panther Pride Drive • Lecanto, Florida 34461
TEL: (352) 746-3960 • SUNCOM: 647-1011 • TDD: (352) 726-6086
Equal Opportunity Employer

CPA/AA-21-13

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Yours truly,



Sandra "Sam" Himmel
Superintendent of Schools

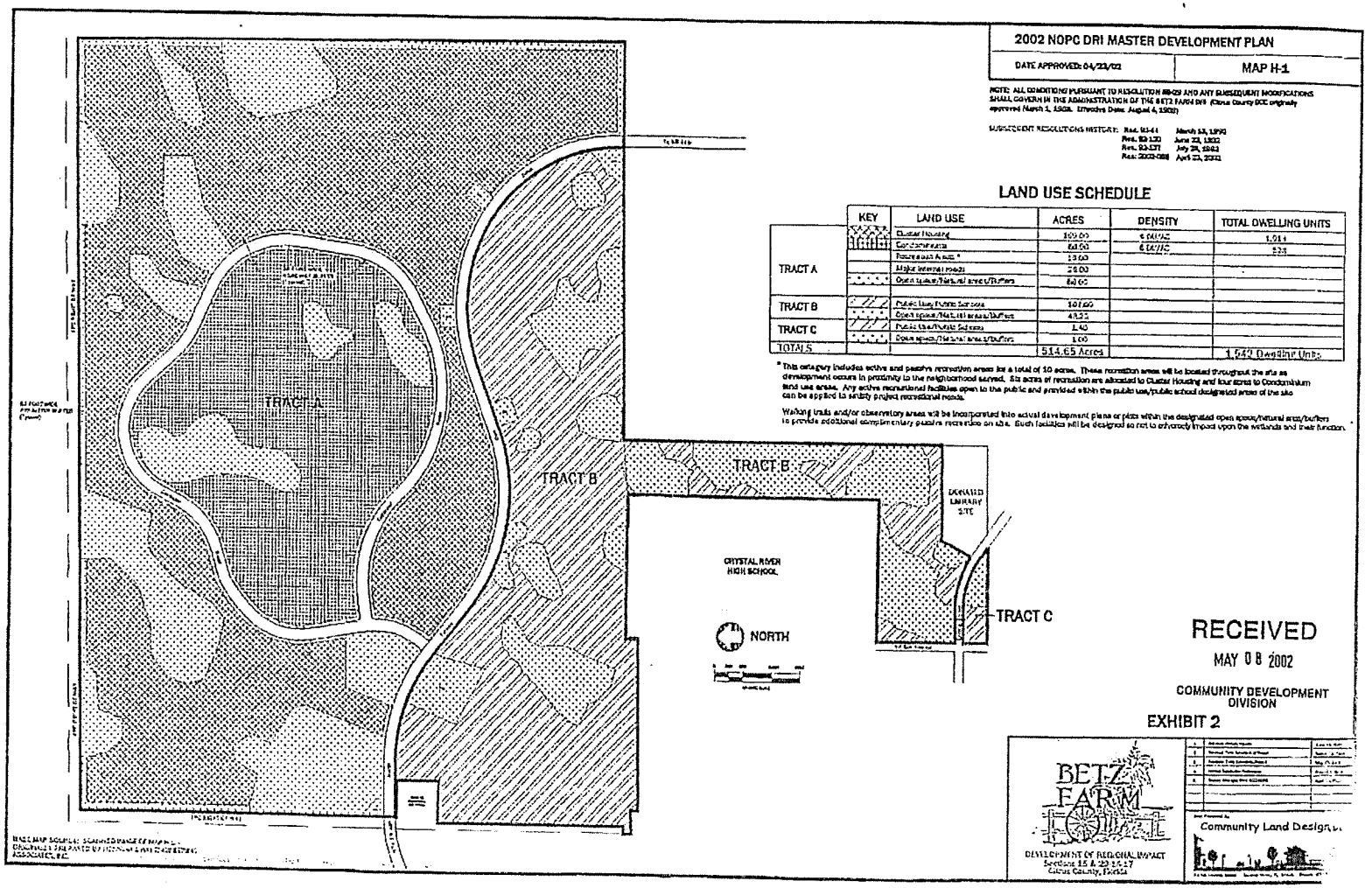
cc: Citrus County School Board
R. Wesley Bradshaw, School Board Attorney
Executive Staff
Chuck Dixon, AICP Director of Planning and Growth Management

attachments:

- Map "H" 2002 NOPC DRI Master Development Plan
- Ordinance 2019-A47 (latest update to development order)
- Warranty Deed

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Roger Weaver Educational Complex
2575 S. Panther Pride Drive • Lecanto, Florida 34461
TEL: (352) 746-3960 • SUNCOM: 647-1011 • TDD: (352) 726-6086
Equal Opportunity Employer



2002 NOPC DRI MASTER DEVELOPMENT PLAN

DATE APPROVED: 04/23/02 | MAP H-1

NOTE: ALL CONDITIONS PURSUANT TO RESOLUTION 88-29 AND ANY SUBSEQUENT MODIFICATIONS SHALL GOVERN IN THE ADMINISTRATION OF THE BETZ FARM DRI (Citrus County BCC originally approved March 1, 1988. Effective Date: August 4, 1988)

SUBSEQUENT RESOLUTIONS HISTORY: Res. 91-41 March 13, 1991; Res. 92-130 June 23, 1992; Res. 92-177 July 28, 1992; Res. 2002-088 April 23, 2002

LAND USE SCHEDULE

	KEY	LAND USE	ACRES	DENSITY	TOTAL DWELLING UNITS
TRACT A		Cluster Housing	109.00	6 DU/AC	1,014
		Condominiums	60.00	6 DU/AC	324
		Recreation Area *	13.00		
		Major Internal roads	29.00		
		Open space/Natural areas/Buffers	84.00		
TRACT B		Public Use/Public Schools	107.00		
		Open space/Natural areas/Buffers	43.25		
TRACT C		Public Use/Public Schools	1.40		
		Open space/Natural areas/Buffers	1.00		
TOTALS			514.65 Acres		1,542 Dwelling Units

* This category includes active and passive recreation areas for a total of 10 acres. These recreation areas will be located throughout the site as development occurs in proximity to the neighborhood served. Six acres of recreation are allocated to Cluster Housing and four acres to Condominium land use areas. Any active recreational facilities open to the public and provided within the public use/public school designated areas of the site can be applied to satisfy project recreational needs.

Walking trails and/or observatory areas will be incorporated into actual development plans or plats within the designated open space/natural area/buffers to provide additional complementary passive recreation on site. Such facilities will be designed so not to adversely impact upon the wetlands and their function.

RECEIVED
MAY 08 2002
COMMUNITY DEVELOPMENT DIVISION

EXHIBIT 2

BETZ FARM
DEVELOPMENT OF REGIONAL IMPACT
Sections 15 & 22, T18S, R17E
Citrus County, Florida

Community Land Design

CPA/AA-21-13

ORDINANCE NO. 2019-A27

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND DEVELOPMENT CODE ATLAS AND THE BETZ FARM DEVELOPMENT OF REGIONAL IMPACT MASTER PLAN TO ALLOW INTERCHANGEABILITY WITHIN LAND USE AREAS, REVISE DEVELOPMENT CRITERIA, AND EXTEND THE BUILD-OUT DATES; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan;

WHEREAS, F.S. 380.06 provides the mechanisms for amendment of a Development of Regional Impact, and it has been determined that the proposal is regulated by F.S. 380.06 (19)(e)2.k and (19)(e)1.and therefore does not require a determination of whether the amendment is a substantial deviation and does not require a Notice of Proposed Change (NOPC);

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA AS FOLLOWS:

1. The Master Plan of Development for the Betz Farm Development of Regional Impact is hereby amended as follows:

PUD-19-05 – Citrus County – Betz Farm Development of Regional Impact (DRI).

A request to modify the Master Plan of the Betz Farm Development of Regional Impact to allow flexibility within development standards, as outlined, including interchangeability within residential land use areas. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code and Florida Statute 380.06, Developments of Regional Impact. Located in Portions of Sections 15. and 22. Township 18 South. Range 17 East; more specifically the Betz Farm Development of Regional Impact, as further described in Exhibit "A" (legal description), Exhibit "B" (conditions of approval), and Exhibit "C" (master plan) attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code is hereby amended to reflect the changes described in Section 1 of this Ordinance.

CPA/AA-21-13

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board pursuant to number 7.

5. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

6. It is the intention of the Board of County Commissioners that the provisions of this ordinance will become and be made part of the Citrus County Comprehensive Plan; and that the sections of this ordinance may renumbered or re-lettered and that the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention. Regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Administrator's designee, without need of a public hearing, by filing a corrected or re-codified copy of same with the Clerk of the Circuit Court.

7. This ordinance shall become effective as provided by Florida law.

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, this 5th day of November 2019.

ATTEST:

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

for ANGELA VICK,
CLERK OF COURT

JEFF KINNARD, D.C..
CHAIRMAN

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

NOV - 5 2019

DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

EXHIBIT A – LEGAL DESCRIPTION

The Betz Farm Development of Regional Impact (DRI), as further described as follows:

AK 3486585 (School Board of Citrus County) –

(CRYSTAL RIVER HIGH SCHOOL) COM AT SW COR OF SEC 15-18-17, TH N 88 DEG 51M 14S E AL SEC LN BETW SEC 15 & SEC 22 & S LN OF ECHO HILLS 1350 FT TO A PT ON E R/W LN OF 3RD ST, A 60 FT R/W AS IT NOW EXISTS, SD PT ALSO BEING SE COR OF SD ECHO HILLS & POB, TH N 0 DEG 1 0M 17S W AL SD E R/W LN OF 3RD ST 648.21 FT, TH N 89 DEG 49M 43S E 990 FT, TH S 0 DEG 10M 17S E & PAR TO SD E R/W LN OF 3RD ST 1155 FT, TH S 89 DEG 49M 43S W 990 FT TO A P T ON E R/W LN OF SD 3RD ST, TH N 0 DEG 10M 17S W AL SD E R/W LN OF 3RD ST 506.79 FT TO POB, SD LANDS LYING IN & BE ING A PT OF SW1/4 OF SEC 15 ---&--- NW1/4 OF SEC 22 ---&--- BEG AT A PT FOUND BY MEASURING FROM PT OF INT OF N R/W LN OF SR 44 CRYSTAL AVE EXT & W R/W LN OOF 3RD ST NW'LY AL W R/W OF SD 3RD ST 1717.45 FT, TH E'LY PAR TO N R/W OF SR 44 60 FT TO A 4" X 4" CONCRETE MARKER AT NW COR OF TRACT DESCR IN OR BK 168 PG 527 & ABOVE MENTIONED POB, TH CONT N' LY AL E LN OF SD 3RD ST & ITS EXT N'LY 660 FT, TH E'LY & PAR TO N LN OF SD TRACT 990 FT, TH S'LY & PART SD E LN OF 3RD ST & ITS EXT 660 FT TO NE COR OF SD TRACT, TH W'LY AL N LN OF SD TRACT FOR SD CITRUS CO 990 FT TO AFRMTD POB DESCR IN OR BK 168 PG 527 & O R BK 199 PGS 310 & 311 ---&--- PARCEL A: A PCL OF LAND IN SECS 15 & 22-18-17 MORE PART DESCR AS FOL: BEG AT THE N1/4 COR OF SEC 22-18-17, TH S 0D 01M 44S E AL THE E LN OF THE NW1/4 OF SD SEC 22, 978.55 FT, TO THE NE COR OF LANDS DESCR IN OR BK 679 PG 1284, TH S 89D 41M 31S W AL THE N LN OF SD LANDS, 660.07 FT, TH S 27D 31M 38S W AL THE NW LN OF SD LANDS 237.86 FT TO A NON TANG INTERSECTION WITH THE N R/W LN OF OLD SR 44 (50 FT WIDE), SD R/W BEING A CIRCULAR CURVE, CONCAVE SW HAVING A RAD OF 637.06 FT, TH NW AL SD R/W LN & CURVE, 376.42 FT THRU A CTRL ANG OF 33D 51M 17S & CH=N 72D 46M 24S W 370.97 FT, TO THE PT THEREOF, TH CONT AL SD N R/W LN, N 89D 42M 02S W 241.80 FT TO THE W LN OF NE1/4 OF NW1/4 OF SD SEC 22, TH N 0D 17M 10S E AL SD W LN, 562.43 FT TO THE S LN OF LANDS DESCR IN OR BK 168 PG 527, TH S 89D 31M 40S E AL SD S LN 977.46 FT TO THE SE COR OF SD LANDS, TH N 0D 27M 52S E AL THE E LN OF SD LANDS & THE E LN OF LANDS DESCR IN OR BK 199 PG 310, 1815.30 FT TO THE NE COR OF LANDS DESCR IN OR BK 199 PG 310, TH N 89D 32M 44S W AL THE

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N LN OF SD LANDS 969.93 FT TO THE NW COR OF SD LANDS, TH S 0D 25M 19S W AL THE W LN OF SD LANDS 88.64 FT TO THE NE COR OF ECHO HILLS PB 4 PG 79, TH S 89D 28M 01S W AL THE N LN OF SD ECHO HILLS 1190.93 FT, TH CONT AL SD N LN N 0D 30M 37S E 50.02 FT, TH CONT AL N LN S 89D 27M 05S W 160 FT TO THE NW COR OF SD ECHO HILLS & THE W LN OF THE SW1/4 OF AFOREMNT SEC 15, TH N 0D 25M 49S E AL SD W LN 55.82 FT TO THE NW COR OF SW1/4 OF SW1/4 OF SD SEC 15, TH N 89D 33M 02S E AL THE N LN OF SD SW1/4 OF SW1/4 50.01 FT TO THE E LN OF THE ACESS RD EASE (50 FT WIDE), GRANTED TO FPC IN OR BK 231 PG 252, TH N 0D 25M 49S E AL SD E LN 1355 FT TO THE S LN OF THE LANDS DESCR IN OR BK 229 PG 432, TH N 89D 36M 29S E AL SD S LN 283.11 FT TO THE SE COR OF SD LANDS, TH N 0D 26M 25S E AL THE E LN OF SD LANDS 300.01 FT TO THE NE COR OF SD LANDS, TH S 89D 37M 25S W AL THE N LN 253.10 FT TO THE E LN OF THE POWER LINE EASE (50 FT WIDE), GRANTED TO FPC IN AFOREMTN OR BK 231 PG 252, TH N 0D 26M 25S E AL SD E LN 10.10 FT TO THE S R/W LN OF N TURKEY OAK DR PB 15 PG 127-131, TH N 89D 37M 03S E AL SD S R/W LN 378.08 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE SW HAVING A RAD OF 1160, TH CONT AL SD S R/W LN & CURVE SE 420.97 FT THRU A CTRL ANG OF 20D 47M 35S & CH=S 79D 58M 09S E 418.67 FT TO THE N MOST COR OF DRA, TH S 22D 47M 40S W AL THE W LN OF SD DRA 395.15 FT TO THE W MOST COR OF SD DRA, TH S 80D 46M 21S E AL THE S LN OF SD DRA, 444.09 FT TO THE S MOST COR OF DRA, TH N 14D 32M 45S E AL THE E LN OF SD DRA 400.49 FT TO THE AFOREMT S R/W LN OF N TURKEY OAK DR, TH S 50D 23M 16S E AL SD S R/W LN 424.95 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE NE HAVING A RAD OF 1240 FT, TH CONT AL SD S R/W LN & CURVE SE 278 FT THRU A CTRL ANG OF 12D 52M 22S & CH = S 56D 50M 01S E 278.01 FT TO THE N MOST COR OF DRA, TH S 50D 24M 18S W AL THE W LN OF SD DRA 114.97 FT, TH CONT AL SD W LN S 18D 21M 07S W 58.03 FT, TH CONT AL SD W LN S 22D 33M 20S E 49.99 FT, TH N 85D 20M 19S E AL THE S LN OF SD DRA 52.05 FT, TH CONT AL S S LN N 68D 27M 35S E 97 FT, TH CONT AL SD S LN N 77D 56M 49S E 40 FT, TH CONT AL SD S LN S 86D 14M 42S E 39.97 FT, TH CONT AL SD S LN, S 56D 03M 40S E 97.97 FT, TH CONT AL SD S LN S 40D 51M 40S E 85.03 FT, TH CONT AL SD S LN S 65D 40M 56S E 40.02 FT, TH CONT AL SD S LN N 64D 09M 14S E 40.02 FT, TH CONT AL SD S LN, N 34D 05M 39S E 32.03 FT, TH N 10D 50M 25S W AL THE E LN OF SD DRA 108.01 FT TO A NON TANG INTERSECTION WITH THE AFOREMENT S R/W LN OF N TURKEY OAK DR, SD S R/W LN BEING A CIRCULAR

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CURVE, CONCAVE N & HAVING A RAD OF 1240 FT, TH E AL SD S R/W LN & CURVE 659.91 FT THRU A CTRL ANG OF 30D 29M 31S & CH=N 84D 51M 20S E 652.15 FT (TO PT THEREOF) TH CONT AL SD S R/W LN N 59D 37M 26S E 26.41 FT TO THE W MOST COR OF DRA, TH S 20D 21M 22S E AL THE W LN OF SD DRA 154.98 FT, TO THE S MOST COR OF SD DRA, TH N 69D 37M 43S E AL THE S LN OF SD DRA, 175.18 FT TO THE E MOST COR OF SD DRA, TH N 20D 23M 12S W AL THE E LN OF SD DRA. 154.99 FT TO THE AFOREMNT S R/W LN OF N TURKEY OAK DR, TH N 69D 37M 26S E AL SD S R/W LN 305.94 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE SW HAVING A RAD OF 1110 FT, TH SE AL SD R/W LN & CURVE 1893.34 FT THRU A CTRL ANG OF 97D 43M 48S & CH=S 61D 30M 30S E 1672.02 FT TO THE N MOST COR OF DRA, TH S 32D 04M 06S W AL THE N LN OF SD DRA, 72.87 FT, TH CONT AL SD NW LN S 49D 07M 26S W 59.64 FT, TH CONT AL SD NW LN S 62D 16M 02S W 77.12 FT, TH CONT AL SD NW LN S 31D 59M 26S W 154.17 FT TO THE S LN OF N1/2 OF SE1/4 OF AFOREMENT SEC 15, TH S 89D 31M 44S W AL SD S LN 1752.99 FT TO THE SW COR OF SD N1/2 OF SE1/4, TH S 0D 13M 44S W AL THE E LN OF THE SE1/4 OF SW1/4 OF SD SEC 15, 1321.47 FT TO THE POB TITLE IN OR BK 1515 PG 261 -- 2011 LESS OUT: OR BK 2425 PG 683 TO CITRUS CO (PCL 70002) FOR ADDN R/W AT C.R.H.S ADJ TO S R/W OF N TURKEY OAK DR DESCR AS FOL: COM AT THE NW CORN OF SEC 15-18-17 TH S 0D 25M 23S W AL THE W BDRY OF SD SEC 15 A DIST OF 2741.10 FT TO THE INTERSECTION WITH THE S R/W LINE OF N TURKEY OAK DR PB15/127 SD PT BEING ON A CURVE TO THE SE HAVING A RAD OF 760 AND A CTRL ANG OF 6D 2M 12S AND A CH BEARING N 86D 35M 18S E 80.04 FT TH AL SD R/W LINE AND THE ARC OF SD CURVE A DIST OF 80.07 FT TO THE PT TH N 89D 36M 24S E AL SD R/W LINE 378.10 FT TO THE PC OF A CURVE CONCAVE TO THE SW HAVING A RAD OF 1160 FT, A CTRL ANG OF 40D AND A CH BEARING OF S 70D 23M 36S E 793.49 FT TH AL SD R/W LINE AND THE ARC OF SD CURVE A DIST OF 809.83 FT TO THE PT TH S 50D 23M 36S E AL SD R/W LINE A DIST OF 425 FT TO THE PC OF A CURVE CONCAVE TO THE NE HAVING A RAD OF 1240 FT CTRL ANG OF 2D 51M 02S AND A CH BEARING S 51D 49M 07S E 61.68 FT TH AL SD R/W LINE AND ARC OF SD CURVE A DIST OF 61.69 FT TO THE POB TH S 36D 45M 31S W 10 FT TO A PT ON A CURVE CONCAVE TO THE SW HAVING A RAD OF 80.30 FT CTRL ANG OF 86D 37M 37S AND A CH BEARING OF S 9D 7M 15S E 110.17 FT TH AL THE ARC OF SD CURVE 121.41 FT TO THE END OF SD CURVE TH S 59D 18M 37S E 100 FT TH N 30D 41M 23S E 61.67 FT TH N 72D 52M 36S E 37.23 FT TO THE INTERSECTION WITH THE AFOREMENTIONED S R/W LINE OF N TURKEY OAK DR SD PT BEING

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ON A CURVE CONCAVE NE HAVING A RAD OF 1240 FT CTRL ANG OF 8D 59M 55S AND CH BEARING OF N 57D 44M 39S W 194.55 FT TH AL SD R/W LINE AND ARC OF SD CURVE 194.75 FT TO THE POB (.25AC) ----AND---- 10 FT STRIP DESCR AS FOL: COM AT THE NW CORN OF SEC 22-18-17 TH N 88D 51M 14S E AL THE N BDRY OF THE NW1/4 OF SD SEC 22 A DIST OF 1350 FT TO A PT ON THE E R/W LINE OF NE 8TH AVE (FKA THIRD ST) SD PT ALSO BEING THE SE CORN OF ECHO HILLS PB4/79 AND THE POB TH CONT N 88D 51M 14S E 10.51 FT TO A PT ON THE W BDRY OF NE1/4 OF NW1/4 OF SD SEC 22 TH S 0D 23M 55S E AL THE W BDRY OF THE NE1/4 OF NW1/4 OF SD SEC 22 A DIST OF 506.97 FT TO A PT ON THE S BDRY OF LANDS DESCR IN OR BK 165/527 TH S 89D 49M 43S W 12.52 FT TO A PT ON THE E R/W LINE OF SD NE 8TH AVE TH N 0D 10M 17S W AL THE E R/W LINE OF NE 8TH AVE A DIST OF 506.79 FT TO THE POB TITLE IN OR BK 2332 PG 95

LESS PARCEL A DESCRIBED HEREIN;

AND

AK 3125825 (Citrus County):

ALL THAT PART OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST THAT LIES NORTH OF NORTH TURKEY OAK DRIVE AS PER PLAT BOOK 15, PAGE 127-131, AND LOTS 45 AND 46 OF HOLIDAY ACRES UNIT 1, PLAT BOOK 5, PAGE 66, TITLE IN OFFICIAL RECORDS BOOK 1077 PAGE 412.

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

EXHIBIT B – CONDITIONS OF APPROVAL

1. The PUD shall consist of up to 1,542 dwelling unit s, with open space and recreation areas, as generally outlined on Map H-1, Betz Farm Master Development Plan Map.

2. The Developer shall incorporate into the Master Development Plan as natural areas any jurisdictional wetland areas.

3. In areas of the Betz Farm DRI which exhibit the potential for karst-related subsidence, the criteria of the Citrus County Comprehensive Plan and the Southwest Florida Water Management District shall apply.

4. The development shall be served by central water and central sewer.

5. The Betz Farm area contains habitat associated with the Southeastern kestrel (Falco sparverius paulus), gopher tortoises, and the Southeastern kestrel and Sherman's Fox Squirrel. Prior to any development, the developer shall provide a biological survey as outlined in the Land Development Code, and will be required to perform any associated mitigation/protection that may be stipulated by the Florida Fish and Wildlife Conservation Commission.

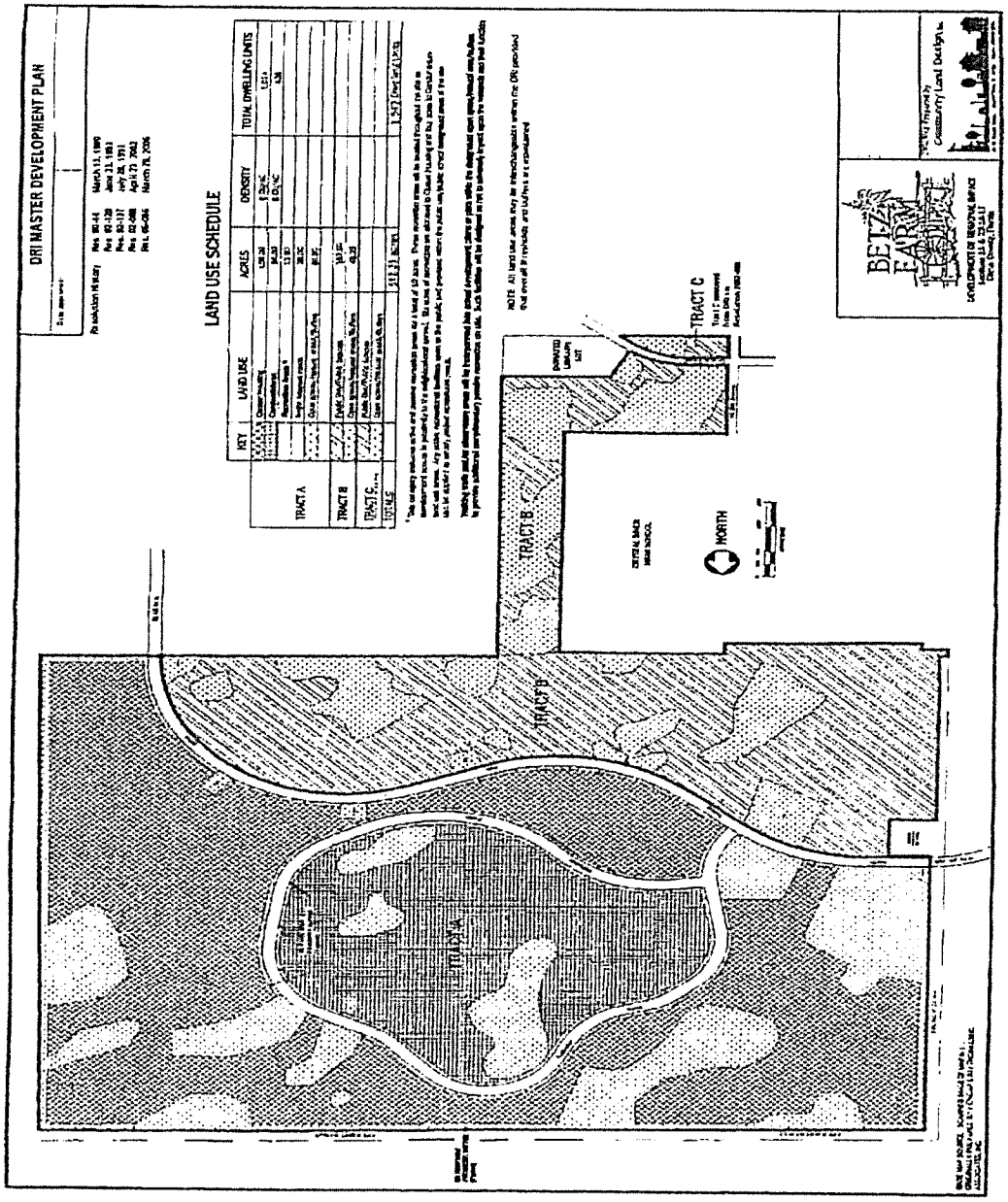
6. The Developer shall provide a permanent 100 feet radius buffer around any active Southeastern kestrel nests identified during the Southeastern kestrel breeding season, April through June, prior to the commencement of development in areas where such nests, if any, should be found on-site.

7. There shall be a minimum 50-foot wide buffer around the perimeter of the development within which a minimum of 10 feet will be landscaping. Retention of natural vegetation areas is encouraged and may be incorporated into said buffer.

8. Within unplatted areas, the residential areas will be interchangeable among cluster housing and condominium, at developer's discretion, so long as the overall quantities and gross densities do not exceed the approved DRI project totals.

9. The buildout date and expiration date of the DRI are extended to January 31,2029.

EXHIBIT C – MASTER PLAN



Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

November 7, 2019

Honorable Angela Vick
Clerk of the Circuit Court
Citrus County
110 North Apopka Avenue
Inverness, Florida 34450-4299

Attention: Amy Charley

Dear Ms. Vick:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of the Citrus County Ordinance No. 2019-A27, which was filed in this office on November 7, 2019.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270
www.dos.state.fl.us

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

19.20 Km.
8400. cr Dx.

Prepared by:
Eric D. Abel, Esq.
2476 N. Essex Avenue
Hernando, FL 34442
File Number: SATSR

Documentary Tax paid $ 2400.00
Intangible Tax paid $ -0-
Betty Strifler, Clerk of the Circuit Court
Citrus County, Florida
By _____ D.C.

1265744

VERIFIED BY:
VC D.C.

R. CRT

General Warranty Deed

Made this June 5, 2002 A.D. By SAT SR. LIMITED PARTNERSHIP, A NEW HAMPSHIRE LIMITED PARTNERSHIP BY BALLINGER PROPERTIES, L.L.C., ITS GENERAL PARTNER, whose post office address is: 2450 N. CITRUS HILLS BLVD, HERNANDO, FL 34442, hereinafter called the grantor, to **THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**, whose post office address is: 1007 W. Main Street, Inverness, FL 34450, 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 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:

SEE ATTACHED "EXHIBIT A."

FLOOD HAZARD WARNING
This property may be subject to flooding. You should contact local building and zoning officials and obtain the latest information regarding flood elevations and restrictions on development before making plans for the use of this property.

Parcel ID Number:

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, 2001

The consideration for this deed is $1,200,000.00 and a charitable contribution.

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 Printed Name Lisa M Bazemore

SAT SR. LIMITED PARTNERSHIP BY BALLINGER PROPERTIES, L.L.C.
Stephen A Tam (Seal)
STEPHEN A. TAMPOSI, MANAGER
Address: 2476 N. ESSEX AVENUE, HERNANDO, FL 34442

Witness Printed Name Eric D. Abel

_____ (Seal)
Address:

State of Florida
County of Citrus

The foregoing instrument was acknowledged before me this June 5, 2002, by STEPHEN A. TAMPOSI, MANAGER OF BALLINGER PROPERTIES, L.L.C. GENERAL PARTNER OF SAT SR. LIMITED PARTNERSHIP, A NEW HAMPSHIRE LIMITED PARTNERSHIP., who is/~~are~~ personally known to me or who has produced _____ as identification.

Notary Public
Print Name: Lisa M Bazemore
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
LISA M. BAZEMORE
COMMISSION NUMBER
DD079078
MY COMMISSION EXPIRES
DEC. 8, 2005

BK 1515PG0261

2002 JUN 25 AM 9:39

DEED Individual Warranty Deed - Legal on Face
Closers' Choice

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

"EXHIBIT A"

BK 1515 PG 0262

2002 JN 25 AM 9:39

DESCRIPTION

PARCEL A:

A PARCEL OF LAND LYING IN SECTIONS 15 AND 22, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE S 00°01'44" E, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, 978.55 FEET, TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 679, PAGE 1264, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S 89°41'31" W, ALONG THE NORTH LINE OF SAID LANDS, 660.07 FEET; THENCE S 27°31'30" W, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, 237.88 FEET, TO A NON-TANGENT INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44 (80 FEET WIDE), SAID RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 637.06 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 378.42 FEET, THROUGH A CENTRAL ANGLE OF 33°31'17" AND A CHORD BEARING AND DISTANCE OF N 72°48'24" W, 370.97 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N 89°42'02" W, 341.80 FEET, TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N 00°17'10" E, ALONG SAID WEST LINE, 342.43 FEET, TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1188, PAGE 527, OF SAID PUBLIC RECORDS; THENCE S 89°31'40" E, ALONG SAID SOUTH LINE, 977.48 FEET, TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 00°27'52" E, ALONG THE EAST LINE OF SAID LANDS AND THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 189, PAGE 310, OF SAID PUBLIC RECORDS, 1813.30 FEET, TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 198, PAGE 310; THENCE N 89°32'44" W, ALONG THE NORTH LINE OF SAID LANDS, 988.83 FEET, TO THE NORTHWEST CORNER OF SAID LANDS; THENCE S 00°25'18" W, ALONG THE WEST LINE OF SAID LANDS, 88.64 FEET, TO THE NORTHEAST CORNER OF ECHO HILLS, AS RECORDED IN PLAT BOOK "4", PAGE 79, OF SAID PUBLIC RECORDS; THENCE S 89°28'01" W, ALONG THE NORTHERLY LINE OF SAID ECHO HILLS, 1180.83 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE, N 00°30'37" E, 90.02 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE, S 89°27'03" W, 180.00 FEET, TO THE NORTHWEST CORNER OF SAID ECHO HILLS AND THE WEST LINE OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 15; THENCE N 00°25'48" E, ALONG SAID WEST LINE, 55.82 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE N 89°33'02" E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 38.01 FEET, TO THE EAST LINE OF THE ACCESS ROAD EASEMENT (50 FEET WIDE) GRANTED TO FLORIDA POWER CORPORATION IN OFFICIAL RECORDS BOOK 231, PAGE 233, OF SAID PUBLIC RECORDS; THENCE N 00°25'48" E, ALONG SAID EAST LINE, 1355.00 FEET, TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 228, PAGE 432, OF SAID PUBLIC RECORDS; THENCE N 89°36'29" E, ALONG SAID SOUTH LINE, 283.11 FEET, TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 00°28'25" E, ALONG THE EAST LINE OF SAID LANDS, 300.01 FEET, TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S 89°37'25" W, ALONG THE NORTH LINE OF SAID LANDS, 253.10 FEET, TO THE EAST LINE OF THE POWER LINE EASEMENT (80 FEET WIDE) GRANTED TO FLORIDA POWER CORPORATION IN AFOREMENTIONED OFFICIAL RECORDS BOOK 231, PAGE 252; THENCE N 00°28'25" E, ALONG SAID EAST LINE, 10.10 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE (80 FEET WIDE) AS SHOWN ON THE PLAT OF NORTH TURKEY OAK DRIVE, AS RECORDED IN PLAT BOOK "15", PAGES 127 - 131, OF SAID PUBLIC RECORDS (HEREINAFTER REFERRED TO AS PLAT); THENCE N 89°37'03" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 378.08 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE (POINT OF CURVATURE, PER PLAT); CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1180.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND CURVE, SOUTHEASTERLY, 430.97 FEET, THROUGH A CENTRAL ANGLE OF 20°47'35" AND A CHORD BEARING AND DISTANCE OF S 79°36'09" E, 418.87 FEET, TO THE NORTHERNMOST CORNER OF A D.R.A. (DRAINAGE RETENTION AREA); THENCE S 22°47'40" W, ALONG THE WESTERLY LINE OF SAID D.R.A., 389.15 FEET, TO THE WESTERNMOST CORNER OF SAID D.R.A.; THENCE S 80°48'21" E, ALONG THE SOUTHERLY LINE OF SAID D.R.A. 444.08 FEET, TO THE SOUTHERNMOST CORNER OF SAID D.R.A.; THENCE N 14°32'45" E, ALONG THE EASTERLY LINE OF SAID D.R.A., 400.49 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE; THENCE S 90°23'16" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 424.85 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE (POINT OF CURVATURE, PER PLAT); CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND CURVE, SOUTHEASTERLY, 278.80 FEET, THROUGH A CENTRAL ANGLE OF 12°53'21" AND A CHORD BEARING AND DISTANCE OF S 56°50'01" E, 278.01 FEET, TO THE NORTHERNMOST CORNER OF A D.R.A.; THENCE S 30°24'18" W, ALONG THE WESTERLY LINE OF SAID D.R.A., 114.87 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, S 18°21'07" W, 38.03 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, S 22°33'20" E, 48.89 FEET; THENCE N 85°20'18" E, ALONG THE SOUTHERLY LINE OF SAID D.R.A., 52.05 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 88°27'35" E, 87.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 77°56'48" E, 40.00 FEET THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 88°14'43" E, 38.87 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 56°03'40" E, 97.87 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 40°51'40" E, 85.03 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 85°40'56" E, 40.02 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 84°08'14" E, 40.02 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 34°05'36" E, 32.03 FEET; THENCE N 10°30'29" W, ALONG THE EASTERLY LINE OF SAID D.R.A., 109.01 FEET, TO A NON-TANGENT INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND CURVE, 658.81 FEET, THROUGH A CENTRAL ANGLE OF 30°26'31" AND A CHORD BEARING AND DISTANCE OF N 84°51'20" E, 651.15 FEET (TO THE POINT OF TANGENCY THEREOF, PER PLAT); THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 69°37'28" E, 28.41 FEET, TO THE WESTERNMOST CORNER OF A D.R.A.; THENCE S 20°21'22" E, ALONG THE WESTERLY LINE OF SAID D.R.A., 154.88 FEET, TO THE SOUTHERNMOST CORNER OF SAID D.R.A; THENCE N 69°37'43" E, ALONG THE SOUTHERLY LINE OF SAID D.R.A., 175.18 FEET, TO THE EASTERNMOST CORNER OF SAID D.R.A.; THENCE N 20°23'13" W, ALONG THE EASTERLY LINE OF SAID D.R.A., 154.88 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE; THENCE N 69°37'28" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 305.84 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE (POINT OF CURVATURE, PER PLAT), CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1110.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 1883.34 FEET, THROUGH A CENTRAL ANGLE OF 97°43'48" AND A CHORD BEARING AND DISTANCE OF S 61°30'30" E, 1672.02 FEET, TO THE NORTHERNMOST CORNER OF A D.R.A.; THENCE S 32°04'06" W, ALONG THE NORTHWESTERLY LINE OF SAID D.R.A., 72.67 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE, S 48°07'28" W, 59.84 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE, S 82°18'02" W, 77.12 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE, S 31°58'28" W, 154.17 FEET, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF AFOREMENTIONED SECTION 15; THENCE S 89°31'44" W, ALONG SAID SOUTH LINE, 1762.89 FEET, TO THE SOUTHWEST CORNER OF SAID NORTH 1/ 2 OF THE SOUTHEAST 1/4; THENCE S 00°13'44" W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, 1321.47 FEET, TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE S 00°01'44" E, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, 1308.60 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S 89°40'08" W, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 708.18 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44 (80 FEET WIDE) AND THE POINT OF BEGINNING; THENCE CONTINUE S 89°40'08" W, ALONG SAID SOUTH LINE, 658.31 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N 00°17'10" E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 176.62 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44; THENCE S 89°42'02" E, ALONG SAID RIGHT-OF-WAY LINE, 241.78 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 577.06 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, SOUTHEASTERLY, 347.40 FEET, THROUGH A CENTRAL ANGLE OF 36°28'45" E AND A CHORD BEARING AND DISTANCE OF S 71°27'40" E, 341.23 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S 53°13'17" E, 81.35 FEET, TO THE POINT OF BEGINNING.

FLOOD HAZARD WARNING

This property may be subject to flooding. You should contact local building and zoning officials and obtain the latest information regarding flood elevations and restrictions on development before making plans for the use of this property.

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

CITY OF INVERNESS
COUNTY OF CITRUS
STATE OF FLORIDA
JUNE 21, 2002

CERTIFICATE OF OBLIGATION OF THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS that THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, hereinafter called "SCHOOL BOARD", in consideration of the conveyance of real property and pursuant to contract between the parties hereby promises to pay to **SAT, SR. LIMITED PARTNERSHIP, a New Hampshire Limited Partnership**, or order, the principal sum of **ONE MILLION FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($1,057,500.00) DOLLARS** without interest. The said principal shall be payable in lawful money of the United States of America at **2476 North Essex Avenue, Hernando, Florida 34442**, or at such other places as may be hereinafter designated by written notice from the holders to the maker hereof as follows:

> Quarterly installments in a variable amount equal to one-half (½) of the impact fees collected each quarter by SCHOOL BOARD from the Citrus County Board of County Commissioners pursuant to the Interlocal Agreement between SCHOOL BOARD and the Citrus County Board of County Commissioners. The payments shall begin on October 1, 2002, and shall continue on January 1, April 1, July 1, and October 1 of each year thereafter until the full amount of the principal without interest has been paid.

In the event of default of payment, SCHOOL BOARD will pay all costs of collection, including a reasonable attorney's fee.

This Obligation does not constitute any indebtedness of SCHOOL BOARD within the meaning of any constitutional or statutory provision or limitation of the State of Florida as it relates to the necessity of referendum, nor does it waive the limits of sovereign immunity established by §768.28, Fla. Stat.

This Obligation does not pledge the full faith and credit of SCHOOL BOARD and ad valorem taxes shall not be used for the payment of this indebtedness as funded to

BK 1515 PG 0263
2002 JN 25 AM 9:39

CPA/AA-21-13

Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

SCHOOL BOARD. The principal of this Obligation shall be repaid out of the impact fees collected pursuant to statute and the Interlocal Agreement between SCHOOL BOARD and the Citrus County Board of County Commissioners. The Holder or Purchaser of this Certificate shall only be entitled to the impact fee revenues as it is collected by SCHOOL BOARD. This Certificate of Obligation may be considered as a first lien on one-half (½) of the impact fee proceeds collected from the Citrus County Board of County Commissioners as they are received by SCHOOL BOARD.

It is hereby expressly agreed by SAT, SR. LIMITED PARTNERSHIP, its successors and assigns, that this Obligation and the indebtedness evidenced thereby shall not constitute a lien upon any property of SCHOOL BOARD, but shall act only as a lien upon one-half (½) of the impact fees as they are collected by SCHOOL BOARD.

IN WITNESS WHEREOF, THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, has issued this Obligation and has caused the same to be executed by David J. Hickey, Superintendent of THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, this 21st day of June, 2002.

ATTEST:

_____

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

By: _____
David J. Hickey, Superintendent

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 21st day of June, 2002, by David J. Hickey, Superintendent of The School Board of Citrus County, Florida, ☒ who is personally known to me ☐ who provided Florida driver's license as identification and who did not take an oath.

_____
NOTARY PUBLIC

This instrument prepared by:
Richard S. Fitzpatrick
FITZPATRICK & FITZPATRICK, P.A.
213 North Apopka Avenue
Inverness, Florida 34450

BK 1515 PG 0264
2002 JUN 25 AM 9:39
Attachment: Applicant's submittal (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

PM2-21-111

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

APPLICATION NUMBER CPA/AA-21-13

Charles S. Dixon, AICP for School Board of Citrus County, FL

DATE: September 20, 2021

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

Request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to remove land from an existing Development of Regional Impact:

FUTURE LAND USE MAP REQUEST:	From: RMU, Residential Mixed Use District To: PSI, Public/Semi-Public/Institutional District
LAND USE ATLAS MAP REQUEST:	From: PDR, Planned Residential District with a designation on the Betz Farm Development of Regional Impact for Public Use/Public Schools and Open Space/Natural Areas/Buffers To: PSI, Public/Semi-Public/Institutional District
LOCATION:	Sections 15 and 22, Township 18 South, Range 17 East; more specifically, a portion of Parcel 24000 (Alternate Key 3486585). A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 155.25 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RMU, Regional Mixed Use District South – MDR, Medium Density Residential; City limits of Crystal River East – MDR District West – City limits of Crystal River
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – PDR, Planned Residential Development (DRI – residential designations) South – MDRMH, Medium Density Residential District with mobile homes allowed); City limits of Crystal River East – MDRMH District West – City limits of Crystal River
SURROUNDING EXISTING LAND USES:	North – N. Turkey Oak Drive; Vacant DRI (residential) land South – W. Crystal Street; Vacant and improved residential lots East – Vacant and improved residential land West – Crystal River High School; Vacant and improved residential lots

Attachment: Staff report and locator map (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil type in the area is primarily Adamsville fine sand and EauGalle fine sand (depressional). Limitations to building site development are moderate due to wetness and severe due to ponding (depending on which soil type is in place). The subject property appears to be located in Flood Zones X and AE, as found on the Flood Insurance Rate Map 12017C0187E.

BACKGROUND AND ANALYSIS –

The following table outlines the DRI approvals/amendments to date:

Dates	Residential	Open Space	Notes
1988	500 single-family 500 cluster units 500 condo units TOTAL = 1,500 du	108 acres open space	Original DRI approval
1990	No change	No change	Extends dates
1992	No change	114.5 acres open space	Phasing schedule, extends dates
2002	1,014 cluster units 528 condo units TOTAL = 1,542 du	132.25 acres open space	Removed library site, adds public school site, extends dates, removes phases
2003			Site donated
2007, 2011	No change	No change	Extends dates
2019	No change	No change	Allows interchangeability of residential uses; extends dates

In 2003, the DRI site was donated to the Board of County Commissioners and the School Board of Citrus County. Part of the School Board property has been developed for use by Crystal River High School, while the remainder of the School Board site and all of the Board of County Commissioners' site are currently vacant.

In this application, the School District would like to remove their land from the overall DRI and instead utilize a PSI land use designation. This designation would be consistent with other school sites throughout the County and would not impact the residential uses allowed on the BOCC site on the north side of Turkey Oak.

The State of Florida has significantly reduced the requirements for existing DRI's and removed the criteria to establish a new DRI. This particular site, with its location adjacent to an existing high school and various accessory uses, would be well served with a PSI designation appropriate for continued school district use rather than a DRI Master Plan that simply proposes general school and open space uses in the area.

SUMMARY OF AGENCY COMMENTS: This application is a large-scale CPA and an AA which is therefore required to petition to State agencies for comment. Comments have not been received at the time of writing of this report.

Attachment: Staff report and locator map (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

SUMMARY OF PUBLIC COMMENTS: Public comments have not been received as of this writing of the staff report.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The site is currently vacant outside of some accessory uses used by the Crystal River High School. It is anticipated that any new school district uses proposed would continue to utilize the existing central sewer at the site.
b) Potable Water – Any new school district uses proposed would continue to utilize the existing central water at the site.
c) Solid Waste – The property will continue to utilize commercial solid waste collection with disposal in the Citrus County landfill.
d) Drainage – There are multiple stormwater ponds in the general area, and any new development would be required to demonstrate sufficient stormwater compensation.

Consistency with Comprehensive Plan – The application is consistent with the following Policies:

Policy 18.1.8 *The County shall coordinate with the Citrus County School Board in accordance with the Interlocal Agreement for Public Educational Facility Planning in Citrus County.*

Staff comment – Removal of the site from the DRI would allow the School District to continue use and development of the site without the specific conditions assigned to the overall DRI such as expiration dates that were more intended for the larger residential areas to the north. This application from the School District utilizes practices outlined in the Interlocal Agreement and general inter-staff discussions.

Impacts on Affordable Housing – The proposal to continue school district use does not have an impact on affordable housing.

Compatibility with Adjacent Land Uses – Continued use of the site for school district use would have no change in impact to the adjacent land uses, and instead would propose a land use district designation that clearly identifies the continued school district utilization.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 155.25 acres from RMU to PSI on the Future Land Use Map and from PDR to PSI on the Land Development Code Atlas Map, while removing the site from the existing Betz Farm Development of Regional Impact.
2. The proposed land use is consistent with the Comprehensive Plan as discussed above.

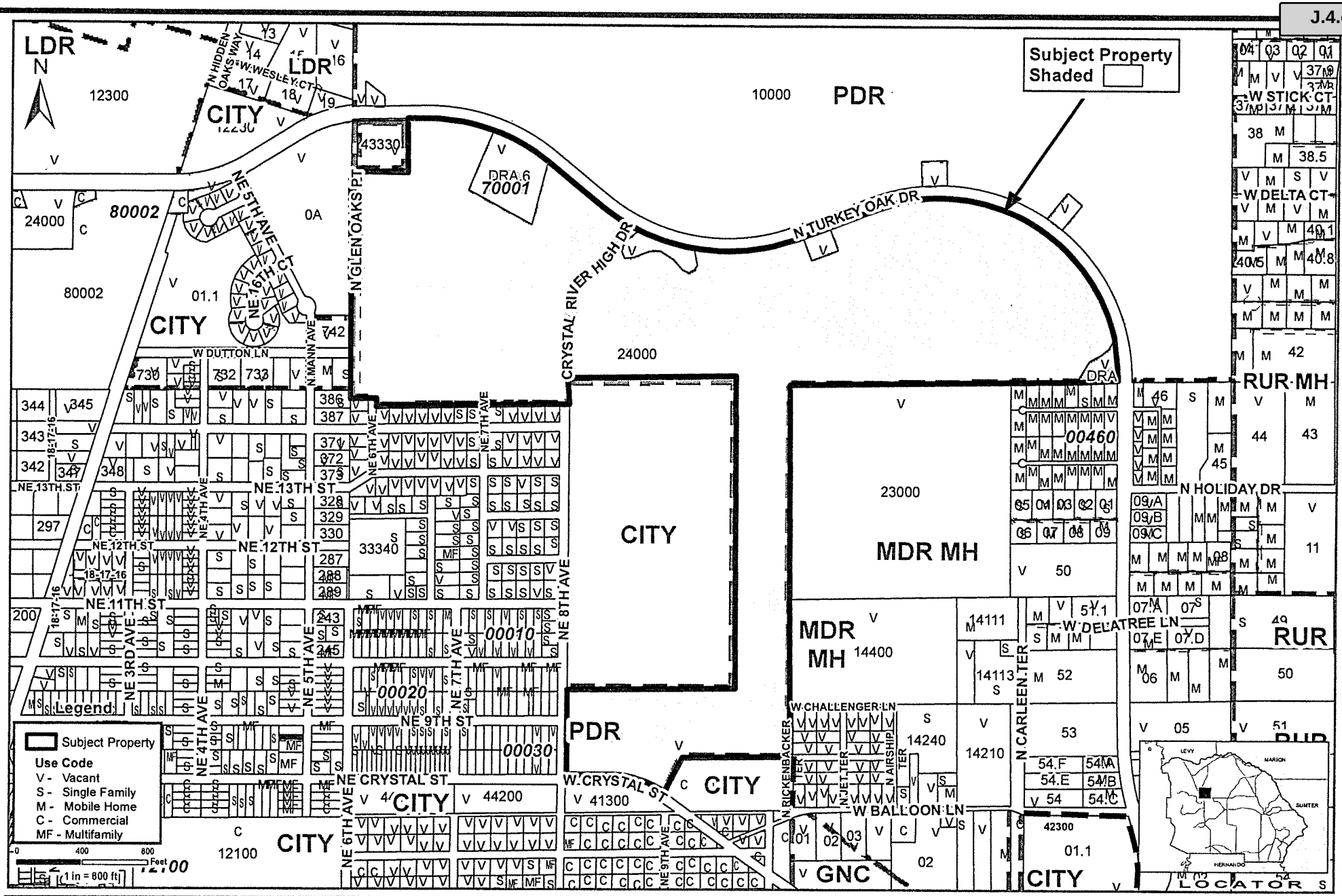
Attachment: Staff report and locator map (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

SUMMARY OF FINDINGS

It has been determined that the reviewing body (PDC), may recommend approval and the BCC may approve, the proposed Comprehensive Plan Amendment/Atlas Amendment. 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.

JLC/cb

Attachment: Staff report and locator map (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)



Application #: CPA/AA-21-13	**Applicant: Charles S. Dixon, AICP for School Board Citrus County**
Proposal: Amend FLUM, LDC Atlas, Remove DRI	**Location: Portion of Parcel 24000 (AK 3486585)**
LDC Atlas: Planned Residential District (PDR), DRI	**S-T-R - 15-18-17**

Planner Initials: JC Date: 9/22/21

Geographic Information Systems

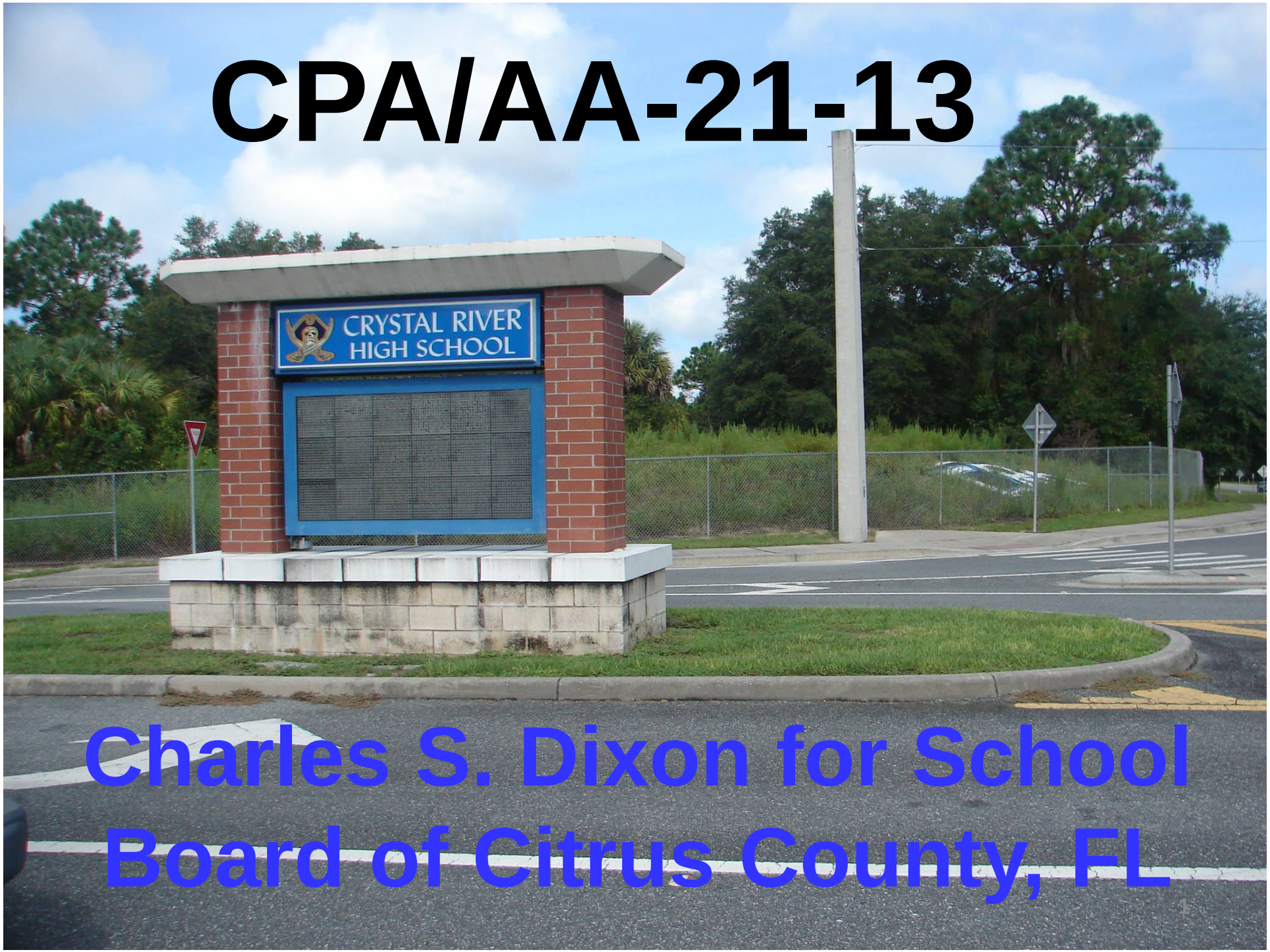
Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: September 21, 2021
Source: Enterprise Geodatabase
Map Number: SO001197

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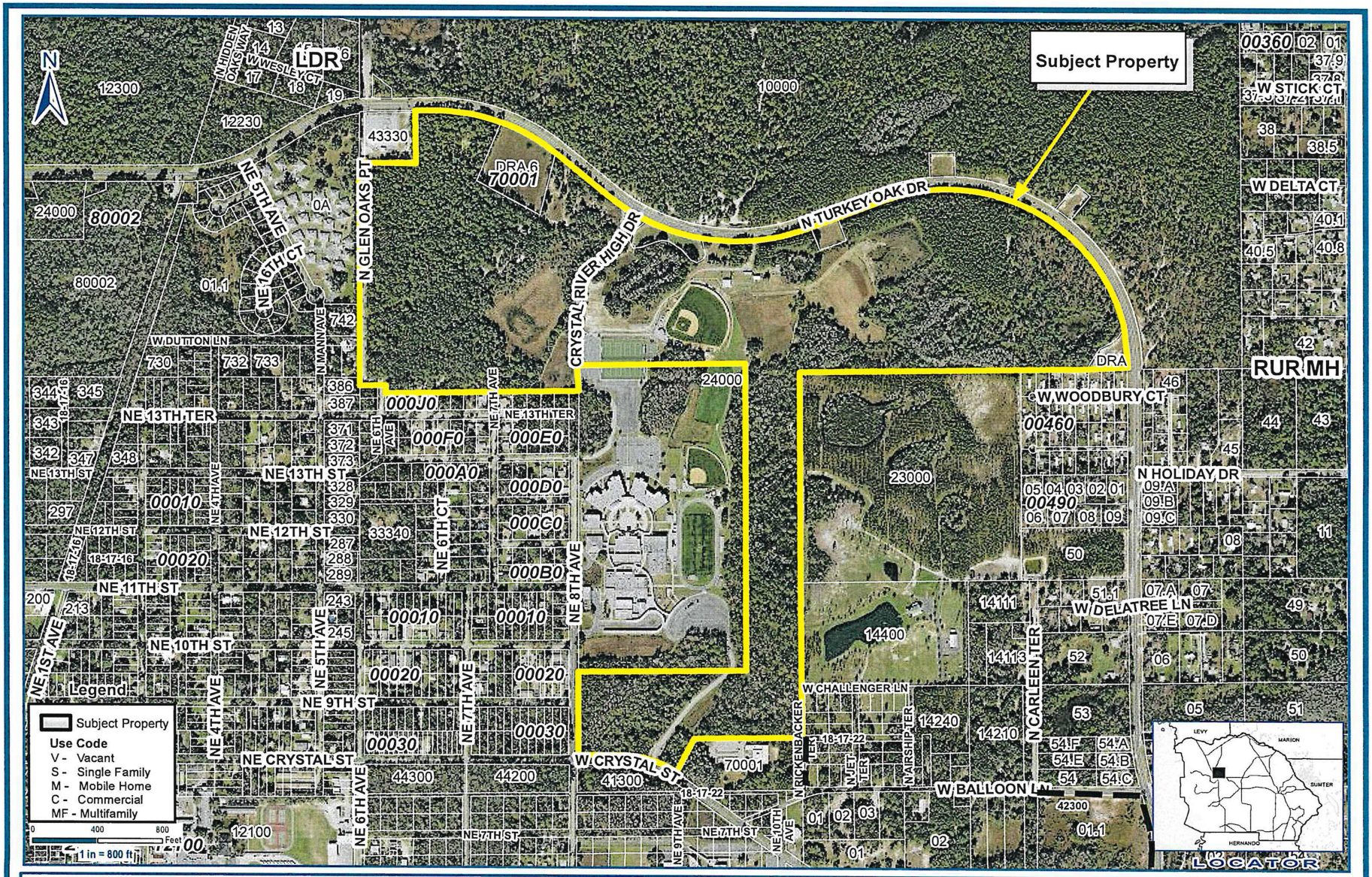
Attachment: Staff report and locator map (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board



CPA/AA-21-13

Charles S. Dixon for School Board of Citrus County, FL

Attachment: PDC planner pp (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus



Application #: CPA/AA-21-13	Applicant: Charles S. Dixon, AICP for School Board Citrus County
Proposal: Amend FLUM, LDC Atlas, Remove DRI	Location: Portion of Parcel 24000 (AK 3486585)
LDC Atlas: Planned Residential District (PDR), DRI	S-T-R - 15-18-17

Planner Initials: _____ Date: 9/22/21

Geographic Information Systems

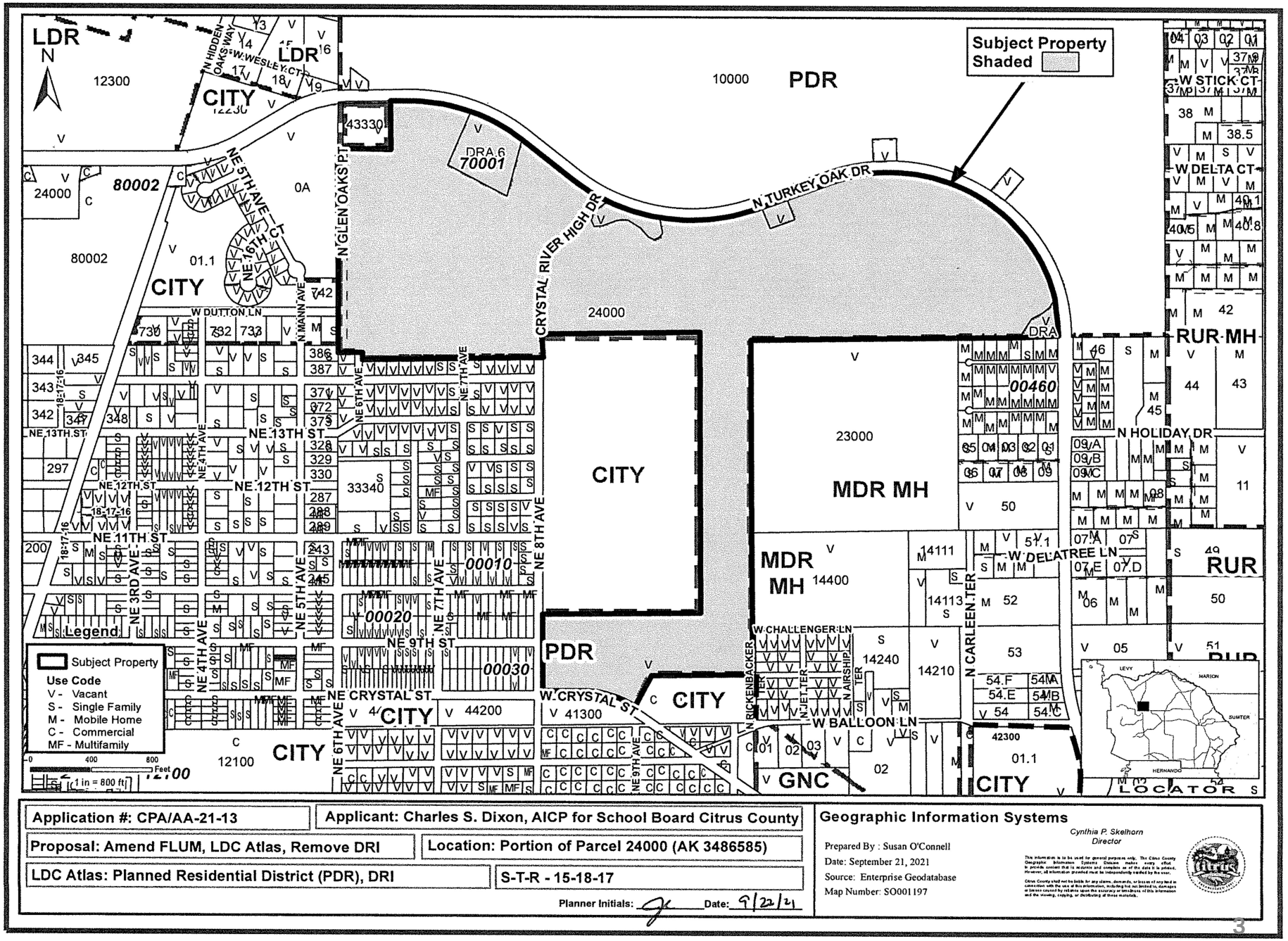
Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: September 21, 2021
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Attachment: PDC planner pp (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus



Application #: CPA/AA-21-13	Applicant: Charles S. Dixon, AICP for School Board Citrus County
Proposal: Amend FLUM, LDC Atlas, Remove DRI	Location: Portion of Parcel 24000 (AK 3486585)
LDC Atlas: Planned Residential District (PDR), DRI	S-T-R - 15-18-17

Planner Initials: JL Date: 9/22/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: September 21, 2021
Source: Enterprise Geodatabase
Map Number: SO001197

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Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

Attachment: PDC planner pp (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus



DRI MASTER DEVELOPMENT PLAN

Date approved:

Resolution History:

Res. 90-44	March 13, 1990
Res. 92-120	June 23, 1992
Res. 92-137	July 28, 1992
Res. 02-088	April 23, 2002
Res. 06-066	March 28, 2006

LAND USE SCHEDULE

	KEY	LAND USE	ACRES	DENSITY	TOTAL DWELLING UNITS
TRACT A		Cluster Housing	169.00	6 DU/AC	1,014
		Condominiums	66.00	8 DU/AC	528
		Recreation Areas *	10.00		
		Major internal roads	26.00		
		Open space/Natural areas/Buffers	86.00		
TRACT B		Public Use/Public Schools	107.00		
		Open space/Natural areas/Buffers	48.25		
TRACT C (Removed from DRI 2002)		Public Use/Public Schools			
		Open space/Natural areas/Buffers			
TOTALS			512.25 acres		1,542 Dwelling Units

* This category includes active and passive recreation areas for a total of 10 acres. These recreation areas will be located throughout the site as development occurs in proximity to the neighborhood served. Six acres of recreation are allocated to Cluster Housing and four acres to Condominium land use areas. Any active recreational facilities open to the public and provided within the public use/public school designated areas of the site can be applied to satisfy project recreational needs.

Walking trails and/or observatory areas will be incorporated into actual development plans or plats within the designated open space/natural area/buffers to provide additional complimentary passive recreation on site. Such facilities will be designed so not to adversely impact upon the wetlands and their function.

NOTE: All land use areas may be interchangeable within the DRI provided that overall thresholds and buffers are maintained.



BASE MAP SOURCE: SCANNED IMAGE OF MAP H-1 - ORIGINALLY PREPARED BY HENIGAR & RAY ENGINEERING ASSOCIATES, INC.

BETZ FARM

DEVELOPMENT OF REGIONAL IMPACT
Sections 15 & 22-18-17
Citrus County, Florida

2002 Map Prepared by:
Community Land Design, Inc.
34 NE Crystal Street Crystal River, FL 34428 Phone: 352-563-2226

Attachment: PDC planner pp (18513 : CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	V-21-07 Julia Finkbeiner
AGENDA DATE:	**November 04, 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 mean high water line (35-foot with a berm or swale), pursuant to Section 3510, 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.

The applicant is requesting a 33-foot waterfront setback to the mean high-water line and a 44-foot setback to the centerline (19-foot to the edge of the right-of-way) of W. Blue Springs Ct.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Conduct a public hearing on November 4, 2021, to review and consider V-21-07 Julia Finkbeiner.

DRAFT

2. LAND USE APPLICATIONS

a. V-21-07 Julia Finkbeiner

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 mean high water line (35-foot with a berm or swale), pursuant to Section 3510, 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 29, Township 19 South, Range 17 East; specifically, Lots 22 and 23 of Blue Spring Park Unrecorded Subdivision (AK 2526980), which address is 10151 Blue Springs Ct., Homosassa, FL.

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

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property, photos of the subject property and surrounding area and a proposed site plan as submitted by the applicant.

APPLICANT: Ms. Finkbeiner stated that she and her husband purchased the subject property in 2015. The property is an irregular-shaped lot with an older model 500 sq.ft. mobile home. The applicant's proposed site plan showed the placement of a 1,479 sq.ft. modular home. The proposed building footprint is 2,290 sq.ft. The available building envelope without the need for a variance is 1,956 sq.ft. Mr. Scott Finkbeiner presented various depictions of the proposed modular home on the subject property along with aerial photos.

QUESTIONS FROM STAFF:

Ms. Coutu advised that public input had been received stating concerns with the front setback, front entry reduction and rear stairwell. Ms. Coutu asked the applicant if they considered how to address those comments. Mr. Finkbeiner stated that in one of the depictions he had changed the stairwell to the side of the proposed home. As to the location of the front entry stairwell, if the stairwell is changed, someone will hit their head on the top landing. He stated that out of all of the different configurations that he proposed, the proposed site plan that was submitted was the best way due to the cul-de-sac being so tight. He also stated that when the original building footprint compared to their submitted site plan, that the front porch is extended 1½ foot from what is placed on the lot originally.

Attachment: July 15 PDC draft minutes (18514 : V-21-07 Julia Finkbeiner)

COMMISSION QUESTIONS/COMMENTS:

Mr. Bramblett explained that the staff report shows an available building envelope on the property to be 1,956 sq.ft. and seven of the eight findings of fact are negative. He stated that he could not support this application as submitted. Ms. Finkbeiner advised that the hardship is that this lot would require a custom home. She commented that they have attempted to respect the environment and the lot for the placement of the proposed home. Mr. Bramblett further noted that the request was not a minimal request.

Mr. Facemyer described that the granting of a variance is due to the hardship as it relates to the property and not as it applies to the applicant. He stated that he would not support the application at this time due to the waterfront setback.

Mr. Bass commented that there is sufficient area to build within the existing building envelope without impacting the waterfront setback. He stated that he could not support the application.

The applicant requested a continuance.

MOTION: The Planning and Development Commission finds to ***CONTINUE*** application number ***V-21-07***.

MOTION:

1st Mr. Bass 2nd Ms. Worthington

VOTE: 7 - 0, Motion Carried

b. CU-21-08 Daniel White

REQUEST: This request is for a Conditional Use to allow for a small retail shop in the MDR District, pursuant to Section 2402, Medium Density Residential District (MDR), as specified in the LDC.

LOCATION: Section 02, Township 19 South, Range 19 East; more specifically, Inverness Highlands Unit 2, PB 2 PG 97 Lots 42 – 49, Blk 33, which address is 517 N. Croft Avenue, Inverness, FL.

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

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property, photos of the subject property and surrounding area and a proposed site plan as submitted by the applicant.

Attachment: July 15 PDC draft minutes (18514 : V-21-07 Julia Finkbeiner)

V-21-07

Julia Finkbeiner

Attachment: Coordinator PP (18514 : V-21-07 Julia Finkbeiner)



Attachment: Coordinator PP (18514 : V-21-07 Julia Finkbeiner)



Attachment: Coordinator PP (18514 : V-21-07 Julia Finkbeiner)



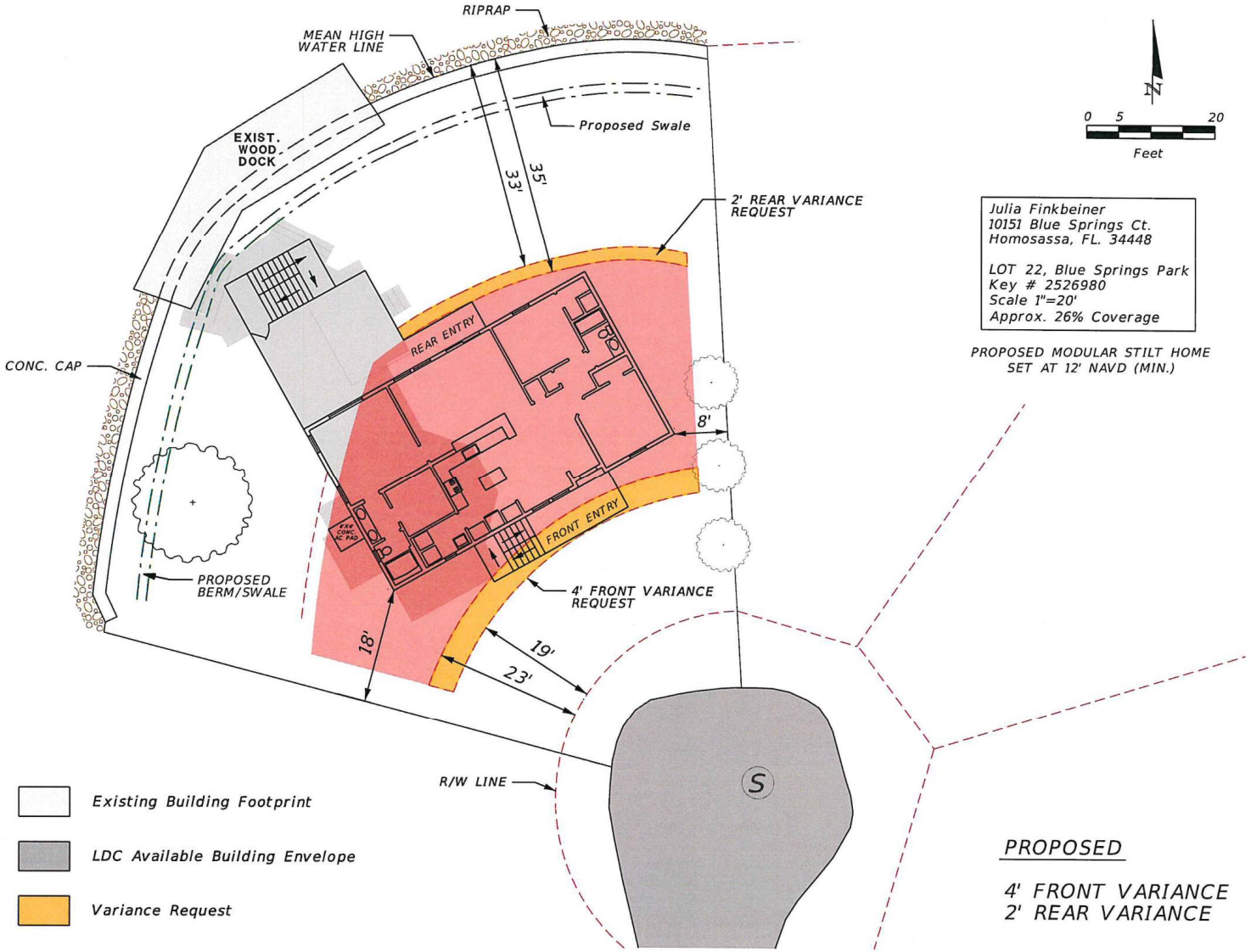
Attachment: Coordinator PP (18514 : V-21-07 Julia Finkbeiner)



Attachment: Coordinator PP (18514 : V-21-07 Julia Finkbeiner)



Attachment: Coordinator PP (18514 : V-21-07 Julia Finkbeiner)



Attachment: Coordinator PP (18514 : V-21-07 Julia Finkbeiner)

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-21-07 Date: 4/14/21

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

Applicant*
Name: Julia Finkbeiner
Address: 4422 W. San Carlos St.
City: Tampa
State: Florida Zip: 33629
Home No.: Cell No.: 813-625-1996
Work No.: Fax No.:
Email: Mgidelet@gmail.com

Property Owner
Name: Julia Finkbeiner
Address: 4422 W. San Carlos St.
City: Tampa
State: Florida Zip: 33629
Home No.: Cell No.: 813-625-1996
Work No.: Fax No.:
Email: Mgidelet@gmail.com

Property Description: Section: 29 Township: 19 South Range: 17 East
Legal Description: Blue Springs Park Unrec Sub Lots 22 & 23 Lt 22 Com
Subdivision: 003074 - Homosassa Commons Sub Lot(s): 22 & 23 Block/Parcel: N/A
Alternate Key #: 3526980 Parcel ID: 17E19S29003000 00220 6220

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: Reduce water and road set back

State hardship that justifies the granting of the variance: The unique lot shape limits the placement of a new home, neighbors to the R. are close to property line. Located at the end of a cul-de-sac limits frontage access. With all being considered we feel this is the best placement of our proposed site plan.

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~~ Hillsborough
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Julia Finkbeiner, who is personally known to me or provided Florida Driver License as identification and who did not take an oath.

WITNESS my hand and official seal this 9th day of April, 2021.

Adham Makki
Printed Name
[signature]
Notary Public - State of Florida

Seal
ADHAM MAKKI
Notary Public, State of Florida
Commission# GG 248264
My comm. expires Aug. 13, 2022

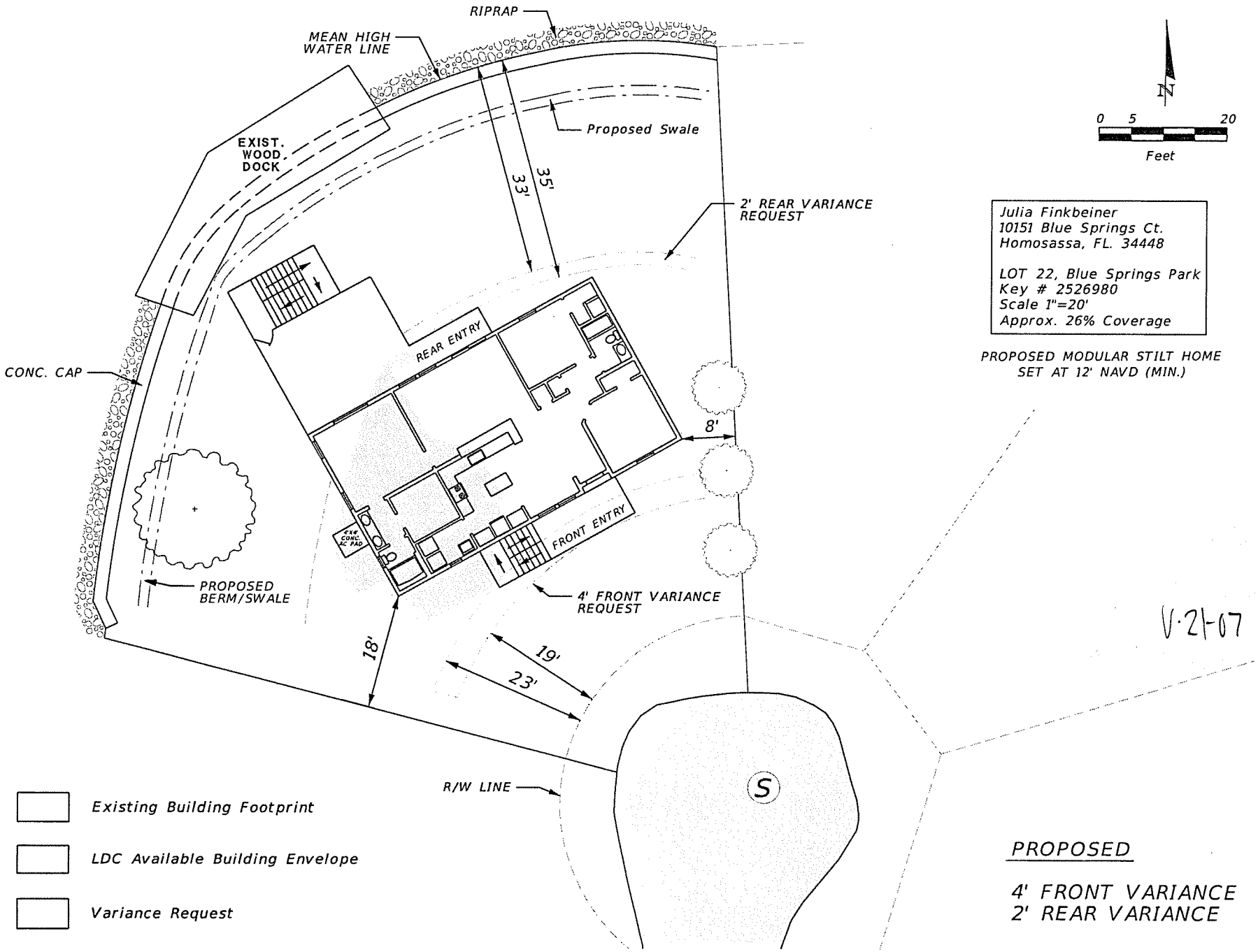
For Staff Use Only
Date: 4/16/2021
Time:
Initials: Joe H.

ATF:
QTR:
LUD:
FZ:

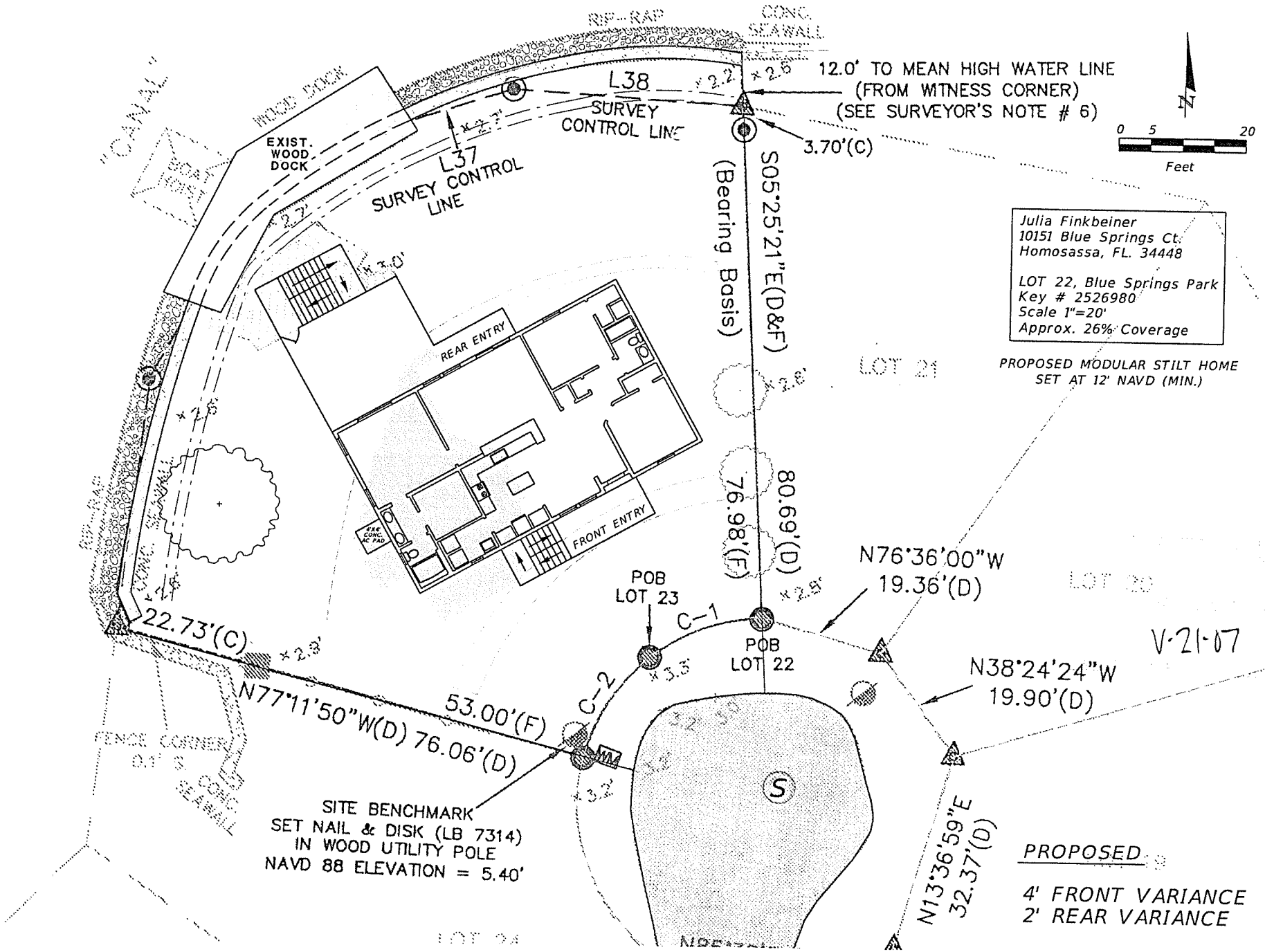
V-21-07

Revised July, 2017
Page 1 of 2

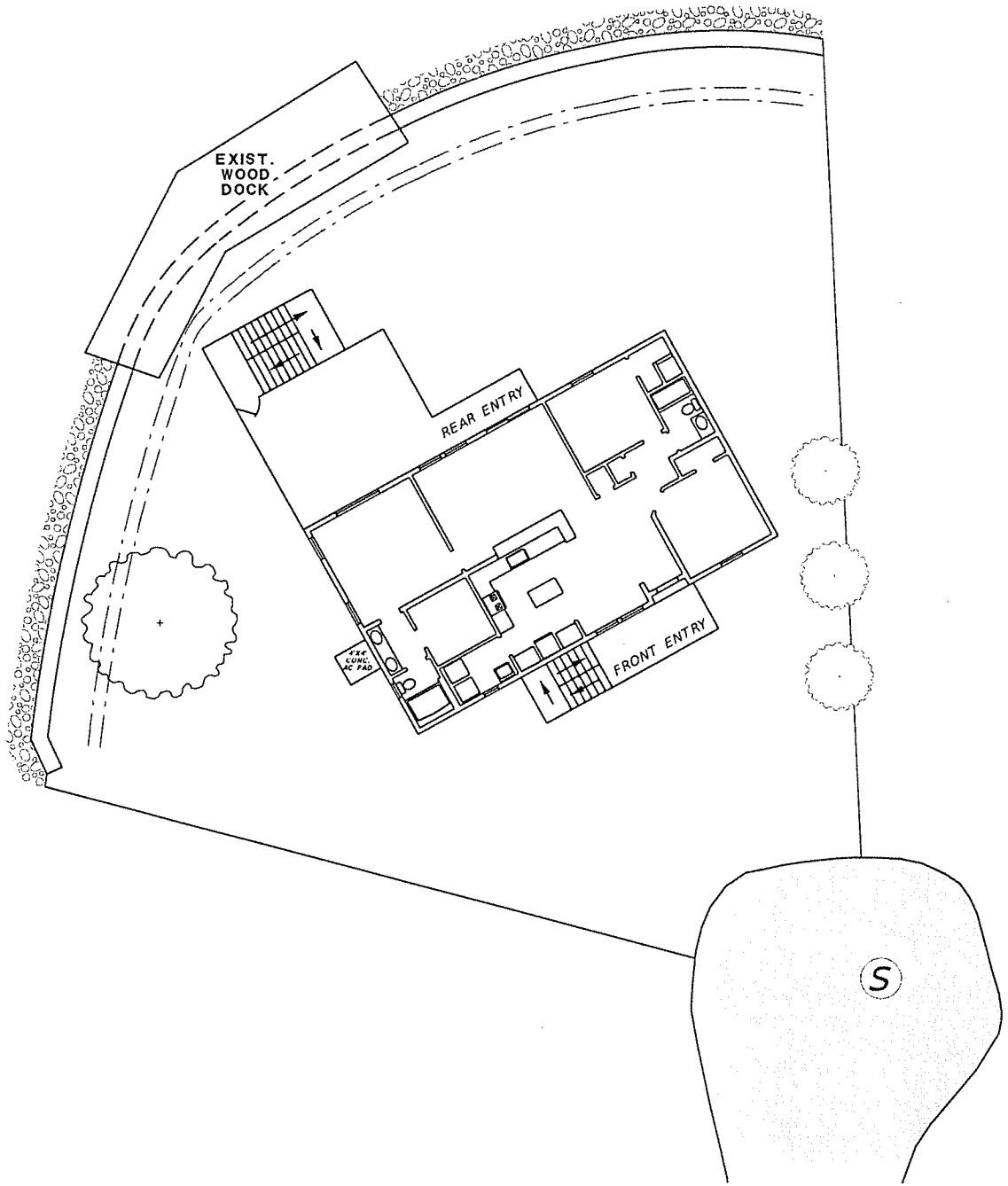
Attachment: Applicant submittal (18514 : V-21-07 Julia Finkbeiner)

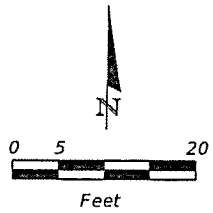


Attachment: Applicant submittal (18514 : V-21-07 Julia Finkbeiner)



Attachment: Applicant submittal (18514 : V-21-07 Julia Finkbeiner)





Julia Finkbeiner
10151 Blue Springs Ct.
Homosassa, FL. 34448

LOT 22, Blue Springs Park
Key # 2526980
Scale 1"=20'
Approx. 26% Coverage

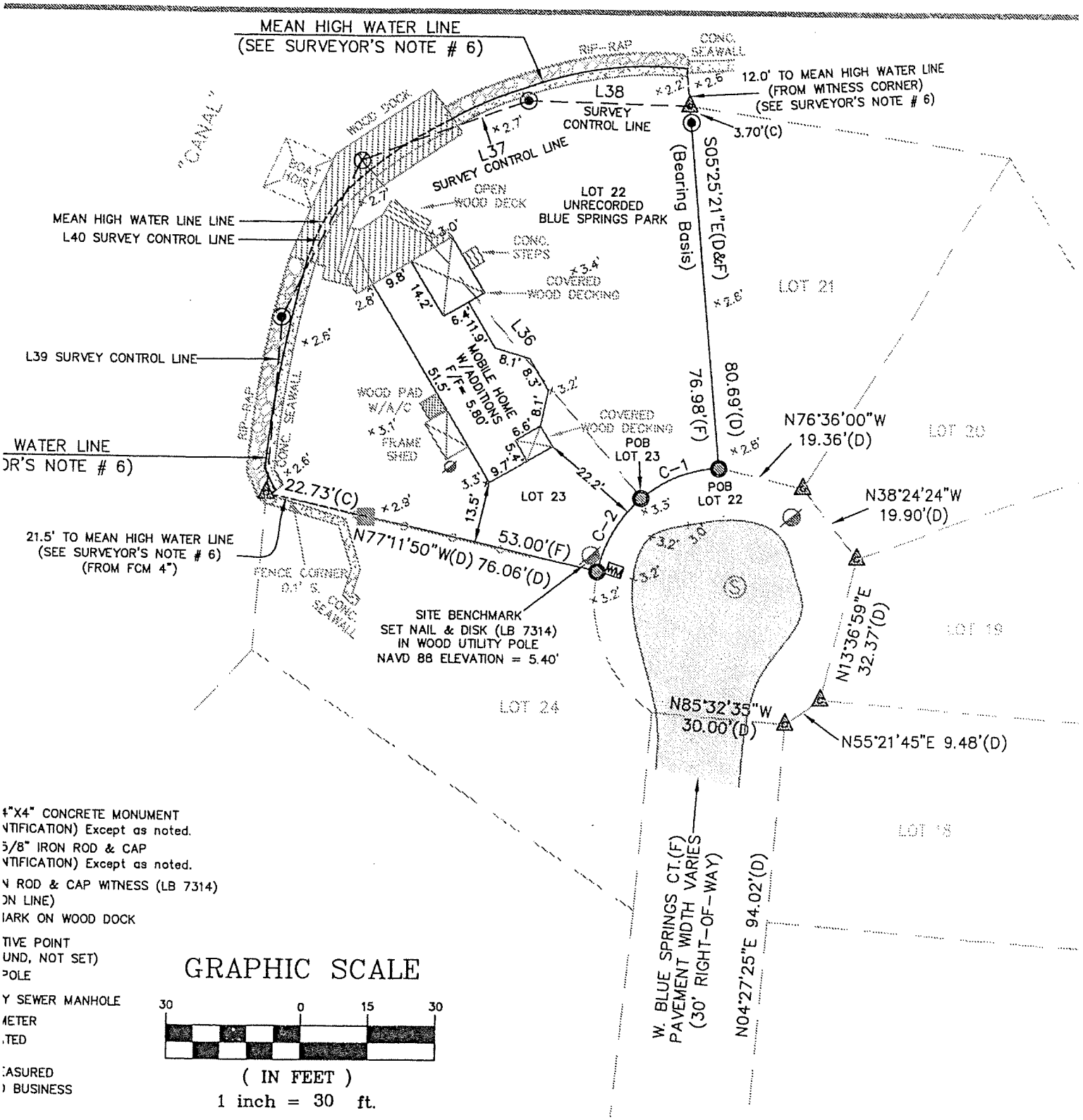
PROPOSED MODULAR STILT HOME
SET AT 12' NAVD (MIN.)

V-21-07

PROPOSED

4' FRONT VARIANCE
2' REAR VARIANCE

Attachment: Applicant submittal (18514 : V-21-07 Julia Finkbeiner)



4"X4" CONCRETE MONUMENT
NTIFICATION) Except as noted.
5/8" IRON ROD & CAP
NTIFICATION) Except as noted.
N ROD & CAP WITNESS (LB 7314)
ON LINE)
IARK ON WOOD DOCK
TIVE POINT
UND, NOT SET)
POLE
Y SEWER MANHOLE
METER
TED
CASURED
) BUSINESS

GRAPHIC SCALE

30 0 15 30

(IN FEET)

1 inch = 30 ft.

Attachment: Applicant submittal (18514 : V-21-07 Julia Finkbeiner)

Jane and Gary Morgan
10208 W. Hadley Court
Homosassa, FL 34448

July 10, 2021

Land Development Division
3600 W. Sovereign Path, Suite 140
Lecanto, Florida 34461

RE- V-21-07

Dear Planning and Development Commission,

We would like express our support of the application for a variance for our neighbors, V-21-07, Julia Finkbeiner.

The construction of their new home will require a variance due to existing set back requirements. Most of the homes on our canal are already closer to the river than they are requesting. The new construction will only enhance the neighborhood. Their present mobile home is more than 50 years old. We fully support the Board approving the variance they have requested.

Sincerely,
Jane and Gary Morgan

RECEIVED
JUL 16 2021
V-21-07
Land Development Division

Attachment: Public input (18514 : V-21-07 Julia Finkbeiner)

Susan K. Wright

From: William Polk <williamlpolk@aol.com>
Sent: Thursday, July 8, 2021 6:27 PM
To: Susan K. Wright
Subject: [EXTERNAL]Application: V-21-07 Julia Finkbeiner

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

To: The Planning and Development Commission
Lecanto Government Building
3600 West Sovereign Path, Room 166
Lecanto, Florida 34461

I am writing in regards to the application for a two-part variance on 10151 Blue Springs Court, Homosassa FL. I, William L Polk, at 10190 Blue Springs Court, highly object to proposed changes to the current status of this property.

1. There will be safety issues for all homeowners along the road as access will be more difficult for emergency responders. Due to existing configuration of the road it would be very difficult for a large fire truck to reach the property, or to exit. There are no fire hydrants on the road.

2. It is my understanding they will be placing a large pre-fab unit on pilings above the ground. I question the possibility of being able to get a crane into the location without removing trees and disconnecting power lines all along the way.

3. Placing the structure closer to the road would be a significant traffic issue due to lack of turn-around space at end of road.

4. When this area was developed, the lots were designed for single-wide mobile homes.

5. Building a site-built home in that location would make more sense, bringing materials in piece-by-piece instead of trying to place a large pre-fab home. A small site-built home makes more sense.

It would be advantageous to this Commission to make an on-site visit to this location

Sincerely,

William L. Polk
Manager
KC Properties Group LLC
PO Box 491637
Leesburg FL 34749

V-21-07

Attachment: Public input (18514 : V-21-07 Julia Finkbeiner)

Kenneth and Dayna Peterson
10175 W Blue Springs Ct
Homosassa, FL 34448
352-212-8127

July 4, 2021

Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461

RE: Application V-21-07

Dear Planning and Development Commission,

We are submitting this letter to you to express our support of the application for a variance by our next door neighbors, V-21-07 Julia Finkbeiner.

We understand that they are planning to construct a home to replace the very outdated trailer that has been on the property more than 50 years and that a variance is needed due to existing setback requirements.

We do not feel that granting an exception to the setback requirements in this case would have any negative impact to the neighborhood, in fact we think the home would be a wonderful improvement to our street. Our street and cul-de-sac are small and the lots irregularly shaped making it challenging to design a new home. We have seen their proposed plan and think it is a great utilization of the property and are very pleased with their proposal to leave ample space on each side of the new home. We think leaving the existing grassy area and established trees on each side will benefit everyone and the additional spacing between the homes will make it feel much less crowded, particularly since it will be a much taller house by necessity. We believe the relief they are requesting is consistent, and in many cases surpasses, the design and layout of the other homes in our area.

Their current home is always very well maintained and regularly occupied by their family, unlike a lot of homes in our area that are utilized as rental properties. We would love to see the board fully support this local family in improving our area.

Sincerely yours,

Dayna Peterson

Kenneth Peterson

RECEIVED
JUL 19 2021
V-21-07
Land Dev

Attachment: Public input (18514 : V-21-07 Julia Finkbeiner)

July 4, 2021

Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, Florida 34461

RE: Variance Application V-21-07

Planning and Development Commission,

I submit this letter to express my support of the referenced variance application from my neighbors, V-21-07 Julia Finkbeiner.

I understand that they are planning to construct a home to replace the outdated trailer that has been on the property more than 50 years. The variance is needed due to existing setback requirements.

I do not believe the variance requested would negatively impact our neighborhood in any way. Our street and cul-de-sac are small and the lots irregularly shaped. I have reviewed the proposed site plan and believe their proposal would leave ample space on each side of the new home. I think leaving the existing grassy area and established trees on each side will benefit everyone and the additional spacing between the homes will make it feel much less crowded. The relief they are requesting is consistent, and in many cases, surpasses the design and layout of other homes in our area.

Their current home is always well maintained and regularly occupied by their family. I fully support this variance request and ask for your favorable consideration.

Sincerely,

Mike Ward
10138 West Blue Springs Court
Homosassa, Florida 34448
813-783-4509

RECEIVED
JUL 6 9 2021
V-21-07
Land Development

Attachment: Public input (18514 : V-21-07 Julia Finkbeiner)

PM2-21-119

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

VARIANCE APPLICATION NO. V-21-07 Julia Finkbeiner
DATE: October 1, 2021
PREPARED BY: Joe Hochadel, Principal Planner; Land Development Division

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 mean high water line (35-foot with a berm or swale), pursuant to Section 3510, 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. The applicant is requesting a 33-foot waterfront setback to the mean high-water line and a 44-foot setback to the centerline (19-foot to the edge of the right-of-way) of W. Blue Springs Ct.
SUBJECT PROPERTY	Section 29, Township 19 South, Range 17 East; specifically, Lots 22 and 23 of Blue Spring Park Unrecorded Subdivision (AK 2526980), which address is 10151 W. Blue Springs Ct., Homosassa, FL. A complete legal description of the property is on file with the Land Development Division.
ACREAGE	Approximately 10,018 square feet (0.23 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 11 feet, as found on Community-Panel Number 12017C0 311E.
SURROUNDING AREA	North – Canal, Single-family dwellings South – Single-family dwellings East – Single-family dwellings West – Canal, Single-family dwellings The site is located in the Blue Spring Park unrecorded subdivision, where there are single-family dwellings along internal canals and the Halls River.

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)

BACKGROUND

This request was first heard by the PDC on July 15, 2021. That request was to construct a single-family dwelling with a 2,290 square-foot building footprint with a 15-foot setback from the mean high water line and a 43-foot setback to the centerline of W. Blue Springs Ct. (18 feet from the edge of the right-of-way). The PDC continued the application to allow the applicant the opportunity to amend the request. The applicant revised the application by modifying the location of the proposed footprint to be 33 feet from the seawall, 44 feet from the centerline of W. Blue Springs Ct. (19 feet from the edge of the right-of-way) as well as utilizing a portion of the existing footprint.

The subject property consists of a developed waterfront lot and a vacant lot in the Blue Spring Park unrecorded subdivision. The lots are located on a cul-de-sac and are each approximately 5,000 square feet in size, which is similar in size to some of the other lots in the subdivision. Lot 22 is currently vacant. On Lot 23, there is a 500 square-foot mobile home that was installed on the site in 1958 as well as a 308 square-foot addition, a 165 square-foot porch, and a 140 square-foot deck that were all placed in 1982. The existing mobile home has a setback of approximately nine feet to the outer edge of the seawall. This site is located in the Coastal High Hazard Area (CHHA). It gains access from W. Blue Springs Ct., a 24-foot wide public, local street with a 50-foot-wide cul-de-sac. In 2004, there was a Permanent Reassignment of Development Rights Agreement executed on Lots 22 and 23. The Agreement removed the ability to place a new residential structure on Lot 22 so that a special assessment for utility improvements would not be assessed but did not affect the existing residence on Lot 23.

Many of the surrounding residences were built in the 1970's and 1980's and have non-conforming setbacks that predate current adopted Surface Water Quality Protection Standards. There have been no variances for single-family dwellings in this area since adoption of the current LDC in 2012.

ANALYSIS

The applicant is requesting to remove the existing mobile home and construct a new single-family dwelling with a waterfront setback of 33 feet to the mean high-water line and a setback of 44 feet to the centerline of W. Blue Springs Ct. (19 feet from the edge of the right-of-way). The existing mobile home has a waterfront setback of approximately 10 feet. The applicant is proposing to construct a 1,479 square-foot single-family dwelling with a 156 square-foot front entry, and a 530 square-foot rear entry and deck, for a 2,165 square-foot building footprint. There is also an existing riprap seawall along the shoreline with an existing wood dock that is proposed to remain. The existing deck is proposed to be removed.

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 48 feet from the centerline of W. Blue Springs Ct. (23 feet from the edge of the right-of-way). The applicant's request to reduce the right-of-way setback to 44 feet from the centerline of W. Blue Springs Ct. is closer than the front average and does have to be included in this variance request.

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)

The applicant has not requested an Impervious Surface Ratio (ISR) variance on the subject property. The applicant has indicated the proposed ISR is approximately 26 percent, which is less than the maximum allowable ISR in CLR at 40 percent for lots over 10,000 square-feet.

The available building envelope without the need for a variance is approximately 1,956 square feet, outside of the 35-foot waterfront setback, 50-foot right-of-way setback and five-foot side yard setbacks. The applicant is utilizing a majority of this available building envelope as well as a portion of the existing 973 square-foot footprint of the existing mobile home, addition, and porch. Although the applicant is within both the available building envelope and the existing building footprint along the water, they are requesting a two-foot encroachment into the waterfront setback as a buffer area for construction as part of the request.

The six closest developed lots criterion is based in LDC Section 10620, Development Standards, and it is intended to assure compatibility of construction between new units and existing development. This criterion was used to determine the size of the sample for average and comparison with surrounding properties; specifically, six closest developed lots to either side of the subject property along W. Blue Springs Ct., for a sample size of 12 developed lots.

Building envelope and setback analysis			
Available Building envelope (without the need for a variance)	1,956 sf		
Pre-existing building footprint.	973 sf.	**Proposed building footprint.**	2,165 sf.
Pre-existing waterfront setback	10 ft.	**Proposed waterfront setback.**	33 ft.
Pre-existing R-O-W setback (from edge of R-O-W)	49 ft. (24 ft.)	**Proposed R-O-W setback** (from edge of R-O-W)	44 ft. (19 ft.)
Previous building footprint	2,290 sf.	**Previous R-O-W setback** (from edge of R-O-W)	43 ft. (18 ft.)
Previous waterfront setback	15 ft.	**Average R-O-W setback** (from edge of R-O-W)	23 ft.
Average building footprint (12 closest lots)	1,715 sf	**Average waterfront setback** (12 closest lots)	10 ft.

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)

Although there are some lots in the area that have a similar square-footage, many of the lots along W. Blue Springs Ct. vary in width, depth, and shape, and the width of W. Blue Springs Ct. varies from 24 feet wide to 50 feet wide at the cul-de-sac. These conditions lead to differing building envelopes, so comparison is difficult. The average building footprint of the 12 closest developed properties is 1,715 square feet, the average waterfront setback is 10 feet, and the average right-of-way setback is 23.5 feet from the edge of the right-of-way. Based upon the observed average building footprint and average right-of-way setback, this proposal is not compatible with the surrounding properties. Although the proposed waterfront setback is greater than the average waterfront setback, many existing residences were placed prior to the current waterfront setback standard, the proposed right-of-way setback is less than the average from the edge of the right-of-way, and the size of the proposed single-family dwelling is larger than the average. While the applicant has revised the request to utilize a majority of the available building envelope and existing footprint, they could develop wholly within the available building envelope and/or the existing footprint. Therefore, the request is not a minimum request.

SUMMARY OF AGENCY COMMENTS:

The Engineering Division has reviewed the proposed waterfront setback and has provided the following recommended condition if approved:

- Erosion control measures shall be installed to protect waterbodies, wetlands and/or adjacent properties 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 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 an existing riprap seawall, a dock, and a deck. The site does have grass within the required 15-foot buffer adjacent to the water body. The pre-existing deck within the 15-foot buffer on Lot 23 is proposed to be removed.*

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: *The applicant has proposed a berm/swale system to address stormwater. This request appears to meet ISR requirements and will need to demonstrate this at time of permitting.*

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)

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: *Since the subject property has an existing footprint and an available building envelope to place a single-family dwelling without the need of a variance, the request is not a minimal request.*

§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. While the applicant has modified the request to utilize a majority of the available building envelope and existing footprint, the proposed single-family dwelling could be reduced to fit within the existing footprint and/or the available building envelope without the need of a variance.*

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 not 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 lots in the Blue Spring Park subdivision vary in width, depth, and shape, and many pre-date current setback standards. The proposed single-family dwelling could be further reduced to wholly utilize the existing footprint and/or the available building envelope without the need of a variance.

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)

2. ***The special conditions and circumstances do result from the actions of the applicants.*** The encroachment into the required setback is the result of the applicant/property owner. By requesting a single-family dwelling in the location proposed with the proposed square-footage, the applicant is creating a hardship. The request for a building footprint with larger living area and porches is based on convenience and not necessity.

3. ***A granting of the variance requested will 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.*** While many single-family dwellings in the area encroach within the required waterfront setback, most were constructed prior to current adopted Surface Water Quality Protection Standards. The proposal is for new construction and the applicant has other options available in order to lessen or eliminate the need for variances, including the reduction of the building footprint.

4. ***Literal interpretation of the provisions of this code which would not deprive the applicant of rights commonly enjoyed by other similarly situated properties and would not work unnecessary and undue hardship on the applicant.*** The applicant is proposing a single-family dwelling with a 2,165 square-foot building footprint, which is larger than the 1,715 square-foot average building footprint of the 12 closest single-family dwellings. The proposed right-of-way setback and building footprint are inconsistent with 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.*** It is possible for the applicant to reasonably place a single-family dwelling on the lot which would eliminate or reduce the need for a variance. While the applicant is proposing to utilize the majority of the approximate 1,956 square-foot available building envelope area as well as the existing footprint, those areas could accommodate a single-family dwelling without the need for a variance. Therefore, the proposed dwelling is not a minimal request, the hardship is based upon convenience, and the proposed residence is larger compared to other dwellings in the area.

6. ***The granting of the variance will not be in harmony with the general intent and purpose of this code and will be injurious to the area involved or otherwise detrimental to the public welfare.*** Although the proposed single-family dwelling does meet the standards for Surface Water Quality Protection as shown, the applicant is requesting a two-foot encroachment into the waterfront setback as a buffer zone. While the proposed waterfront encroachment is much less than the surrounding single-family dwellings, the proposed size and right-of-way setback would be inconsistent with many of the existing single-family dwellings in the area which were placed prior to the existing requirements.

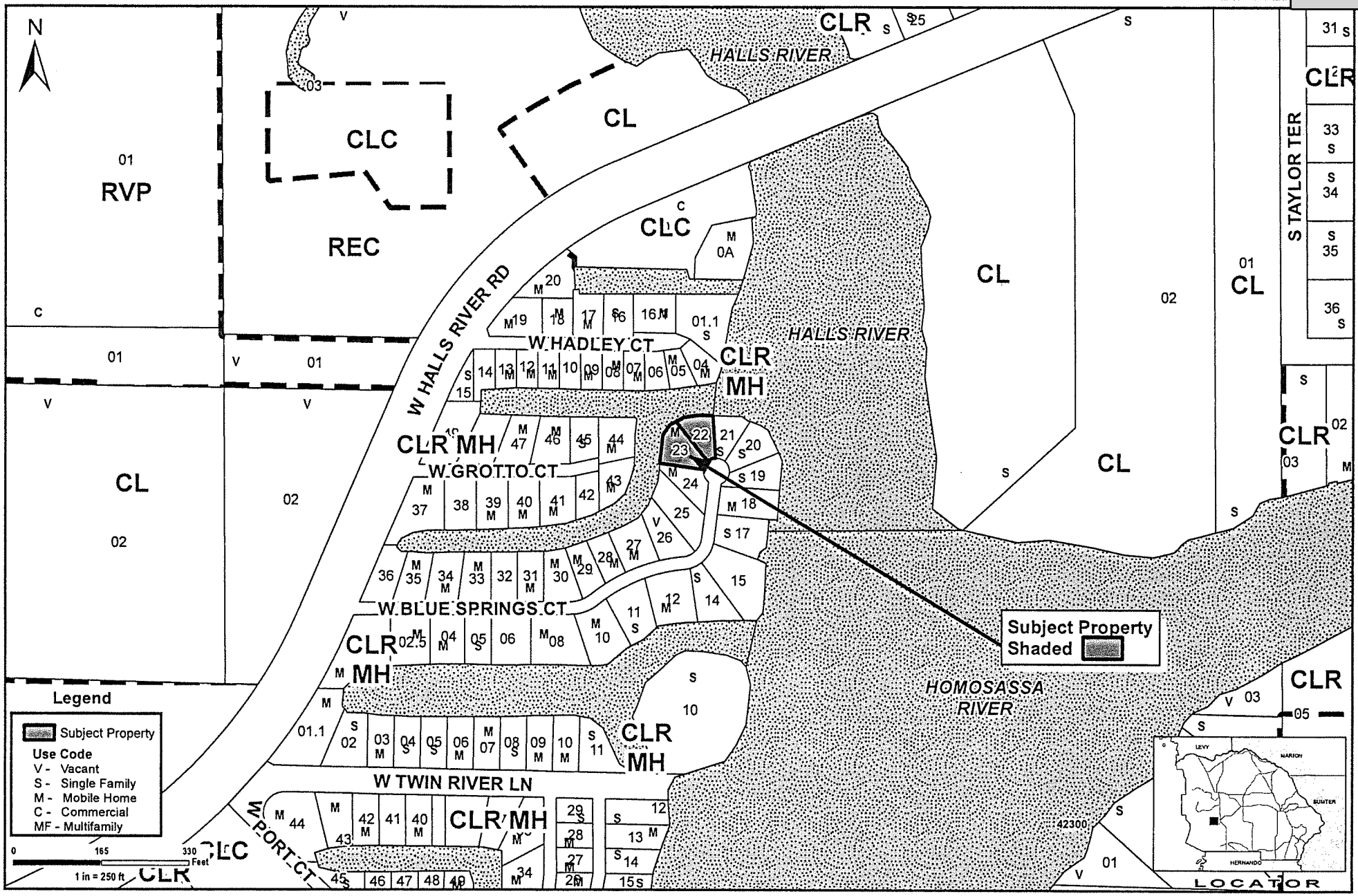
7. ***There will be full compliance with any additional conditions and safeguards which the PDC may prescribe, including but not limited to reasonable time limits within which the action for which the variance is required shall be begun or completed, or both.*** Where standards are not specified herein, 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.

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)

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.

JH/cb

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)



Application #: V-21-07	Applicant: Julia Finkbeiner
Proposal: waterfront and ROW setbacks	Location: 10151 W. Blue Springs Ct. Homosassa, FL 34448
Land Use Atlas: Coastal and Lakes Residential with mobile homes allowed (CLR MH)	S-T-R - 29-19-17 NE
	Planner Initials: JH Date: 5/25/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: May 10, 2021
Source: Enterprise Geodatabase
Map Number: WB0000554

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide current and complete as of the date it is posted. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of the information and the viewing, copying, or distributing of these materials.

Attachment: Staff report and locator map (18514 : V-21-07 Julia Finkbeiner)

V-21-07

Julia Finkbeiner

Attachment: Planner PP (18514 : V-21-07 Julia Finkbeiner)



Attachment: Planner PP (18514 : V-21-07 Julia Finkbeiner)



Attachment: Planner PP (18514 : V-21-07 Julia Finkbeiner)



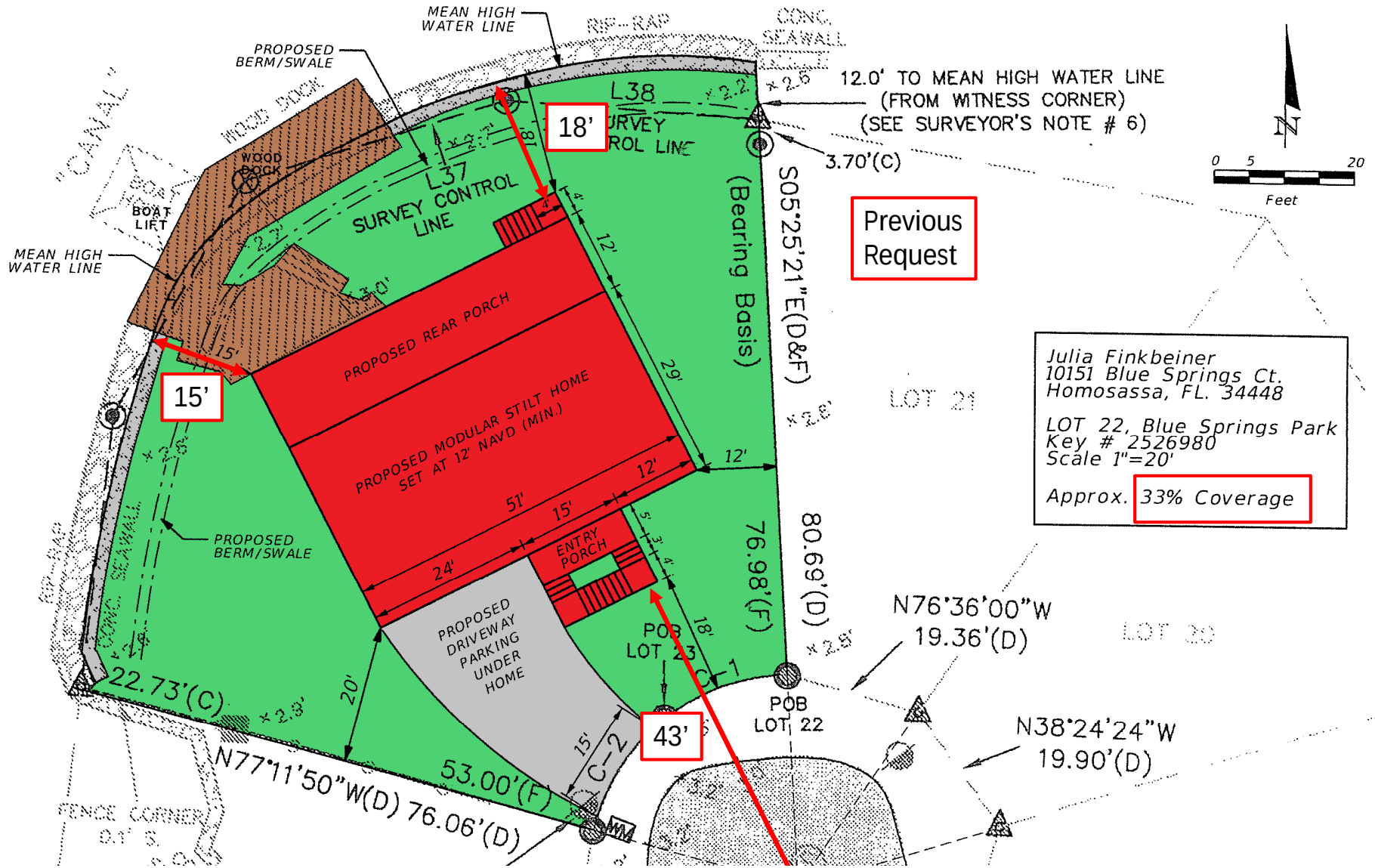
Attachment: Planner PP (18514 : V-21-07 Julia Finkbeiner)



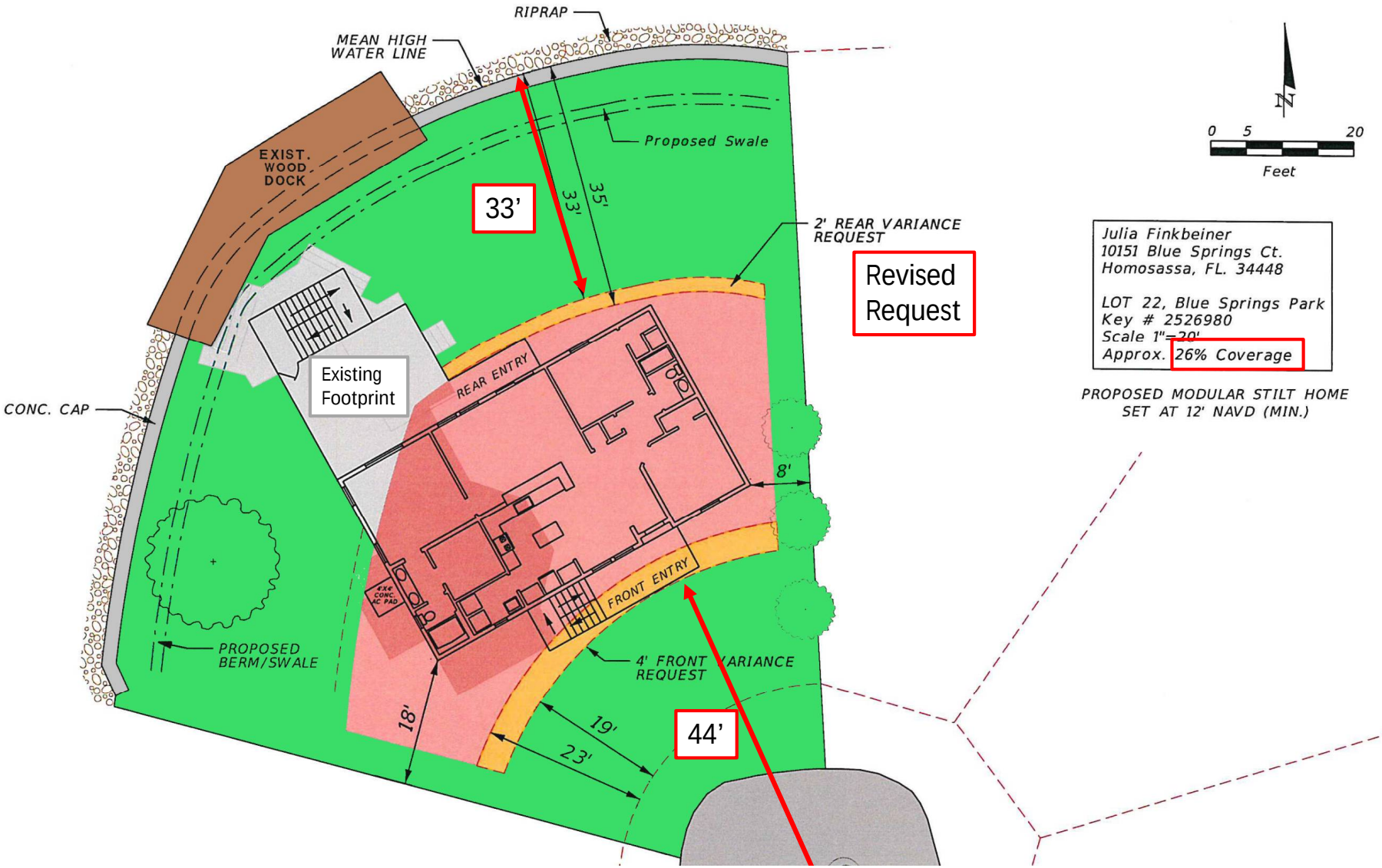
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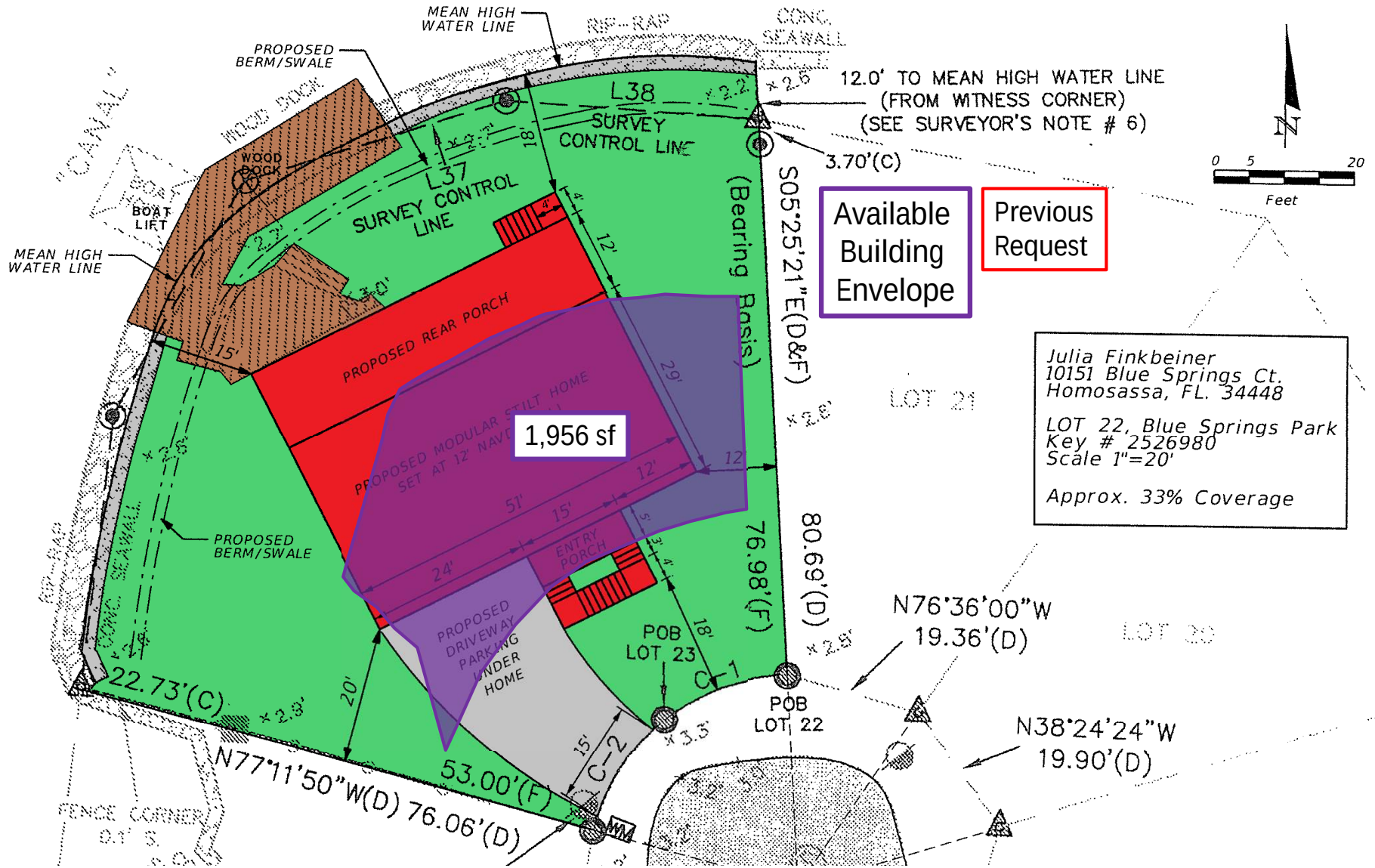
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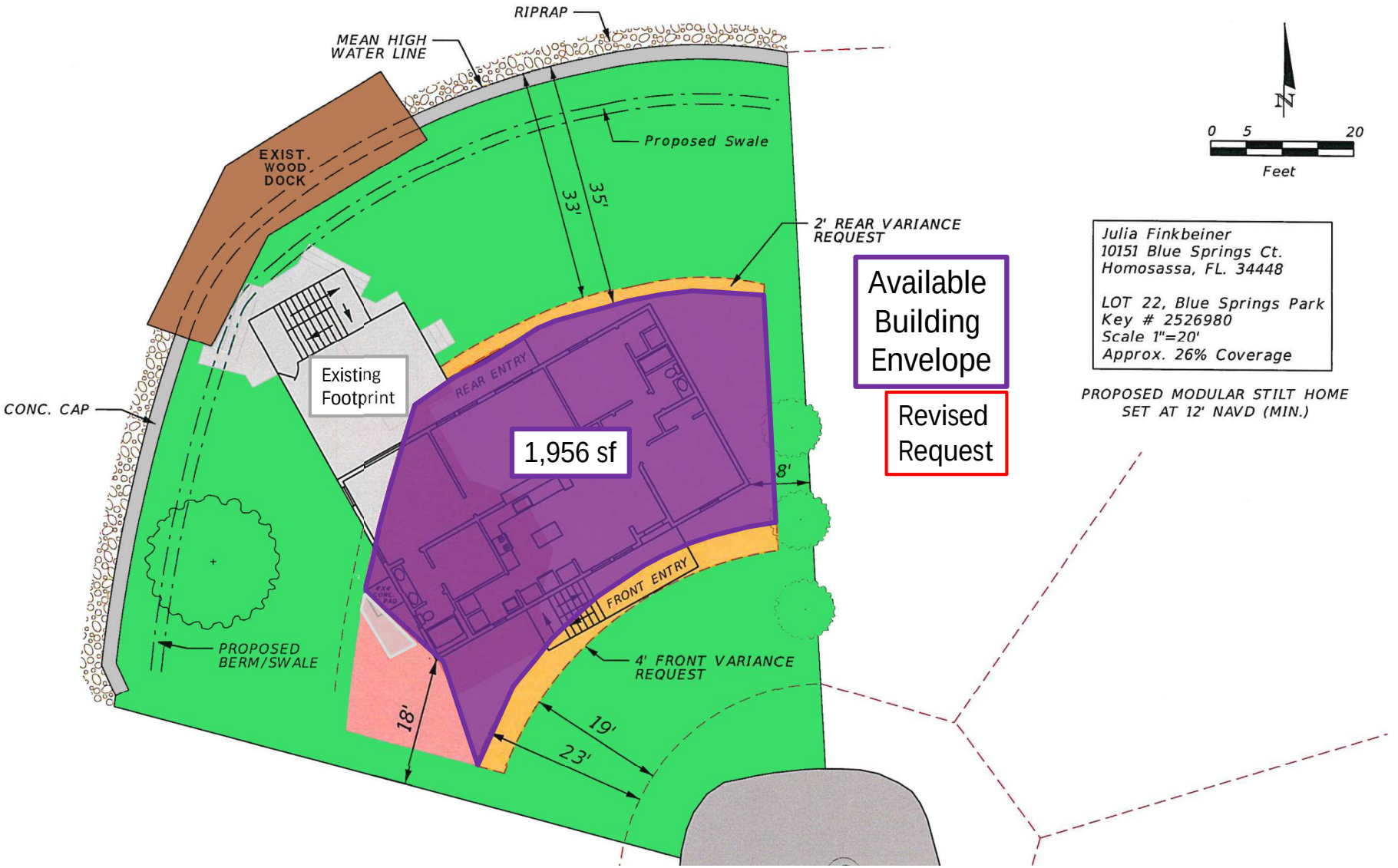
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Attachment: Planner PP (18514 : V-21-07 Julia Finkbeiner)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	V-21-11 Albert and Torrie Jasuwan
AGENDA DATE:	**November 04, 2021**

BRIEF OVERVIEW:

This request is for a Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family residence having less than the required 50-foot setback from the mean high water line and jurisdictional wetland line (35-foot with a berm or swale), pursuant to Section 3501, Surface Water Protection Standards, as specified in the LDC.

The applicant is requesting a single-family residence, with an 18-foot setback from the mean high-water line and 15-foot setback from the jurisdictional wetland line.

BUDGET IMPACT/FUNDING SOURCE:

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

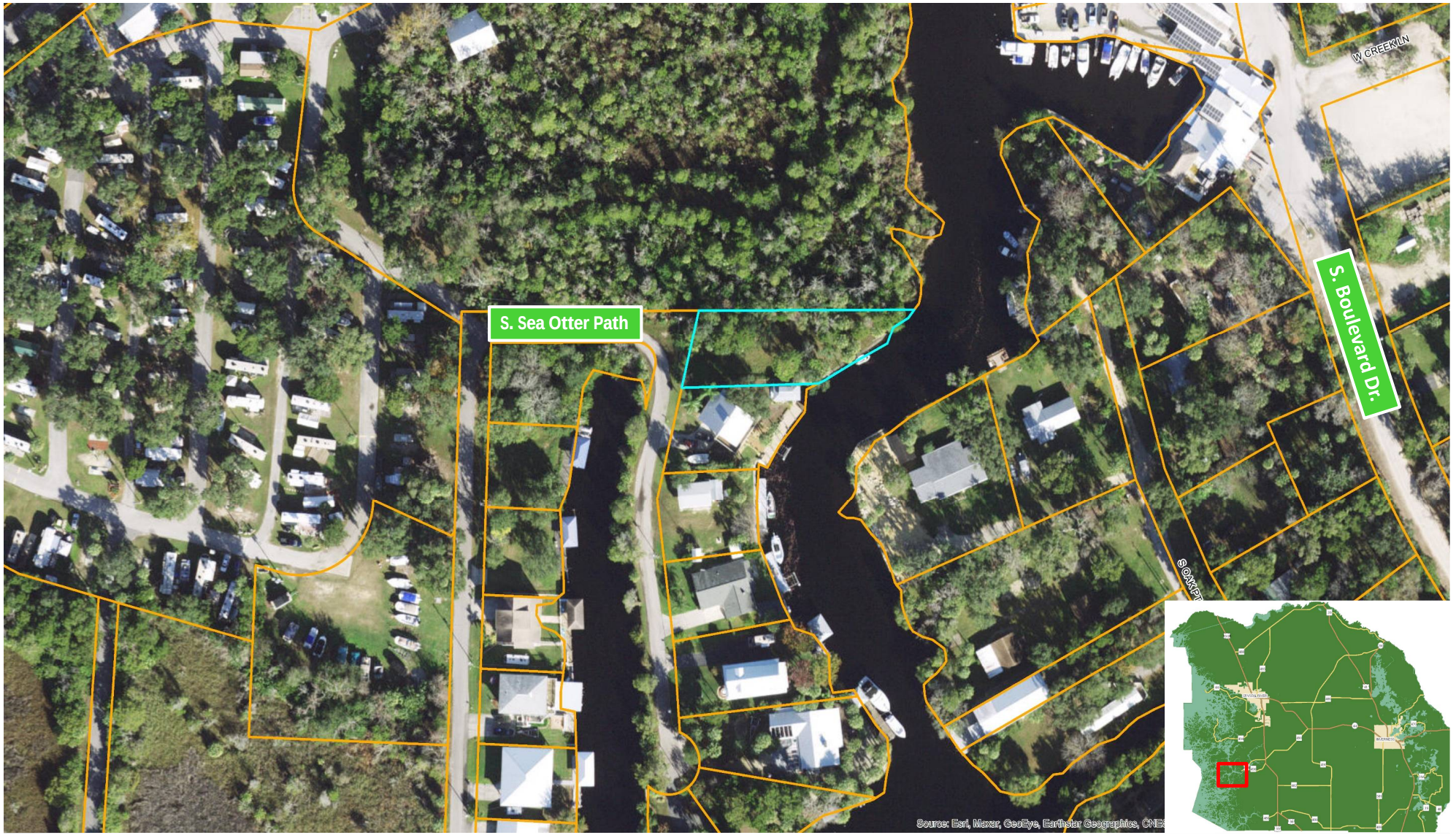
RECOMMENDED ACTION:

Conduct a public hearing on November 4, 2021, to review and consider V-21-11, Albert and Torrie Jasuwan

V-21-11

Albert and Torrie Jasuwan

Attachment: Coordinator PP (18515 : V-21-11 Albert and Torrie Jasuwan)



Attachment: Coordinator PP (18515 : V-21-11 Albert and Torrie Jasuwan)



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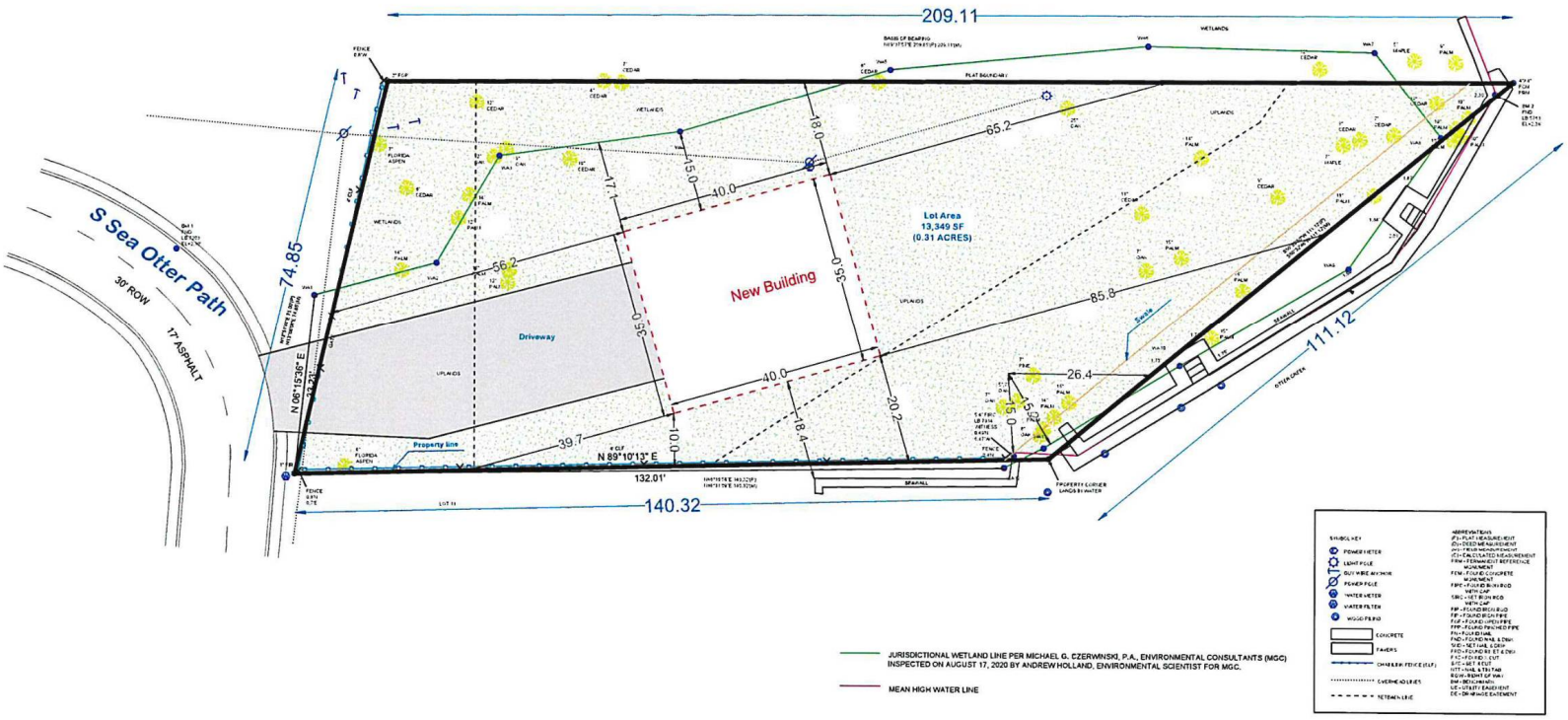


Attachment: Coordinator PP (18515 : V-21-11 Albert and Torrie Jasuwan)

MySitePlan.com
Site Plans When You Need Them

Parcel No. 17E-19S-31-0050-010.0
Address for site plan :
5644 S Sea Otter Path
City ,State ,ZIP: Homosassa ,FL 34448
Purpose of site plan: Building a house
Scale 1"= 30'

Owner:
ALBERT ADISORN JASUWAN &TORRIE TIERNAN JASUWAN
Legal Info :
LOT 10,OF OTTER SLIDE ,ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 7,PAGE 91,PUBLIC RECORDS OF CITRUS COUNTY ,FLORIDA.
Zoning : CLR COASTAL LAKES &RVRS



Attachment: Coordinator PP (18515 : V-21-11 Albert and Torrie Jasuwan)

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

V-21-11 6/2/21
Application No.: Date:

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

Applicant* **Property Owner** **Jasuwan Development Group (Albert and Torrie Jasuwan)**
Address:: **5644 S SEA OTTER PATH , HOMOSASSA**
City: Homosassa
State: Florida Zip: 34448: Home No.: 7274037280 Cell No.: 72724521961 Work No.:7274521961 Email: Albert@JASalloy.com

Property Description: Section: 31 Township: 19S South Range: 17E East Legal Description:

OTTER SLIDE PB 7 PG 91 LOT 10

Subdivision:001365 - OTTER SLIDE Lot(s): 0000 Block/Parcel: Alternate Key #: **1144906**
Parcel ID: **17E19S310050 0100**

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. No

Variance Request: We are asking for a 15ft setback hardship variance from the high water line as well as a variance of 15ft buffer zone from the wetlands. The lot is currently mostly grass with some smaller trees and is mowed weekly. We tried multiple ways of positioning the house but no matter how we place it we will need a 15ft setback on both to be able to build our home away from home for our family.

State hardship that justifies the granting of the variance:

Our property has several challenges from the wetlands line to the mean high water line.

The lot is currently mostly grass with some smaller trees and is mowed weekly. We tried multiple ways of positioning the house but no matter how we place it we will need a 15ft setback on both to be able to build our home away from home for our family.

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.

RECEIVED
JUN 02 2021
V-21-11
Land Development Division

Signature: Albert Jasuwan

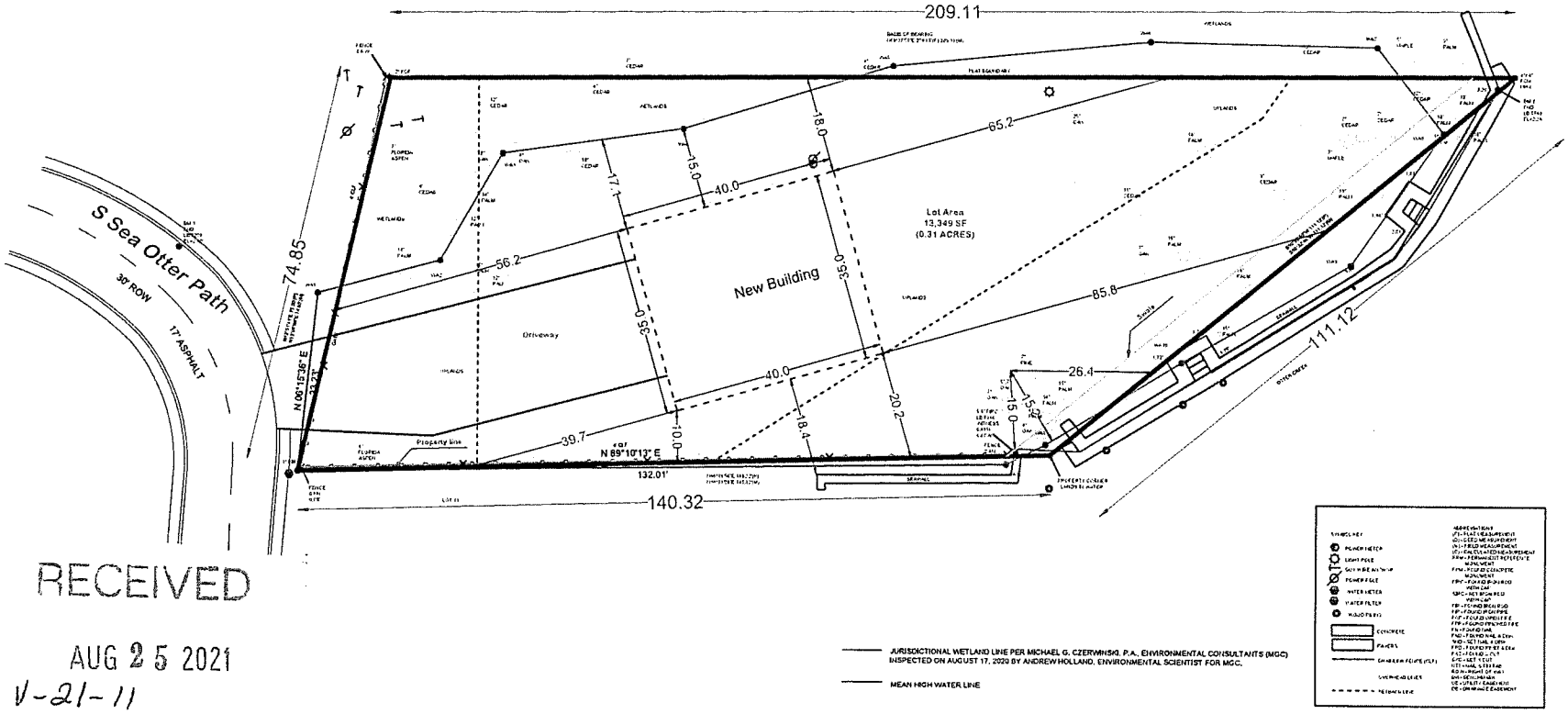
STATE OF FLORIDA
COUNTY OF CITRUS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ALBERT JASUWAN, who is personally known to me or provided PERSONAL KNOWN as identification and who did not take an oath.

Attachment: Applicant's submittal (18515 : V-21-11 Albert and Torrie Jasuwan)

MySitePlan.com
Site Plans When You Need Them

Parcel No. 17E-19S-31-0050-010.0
Address for site plan :
5644 S Sea Otter Path
City ,State ,ZIP: Homosassa ,FL 34448
Purpose of site plan: Building a house
Scale 1"= 30'

Owner:
ALBERT ADISORN JASUWAN &TORRIE TIERNAN JASUWAN
Legal Info :
LOT 10,OF OTTER SLIDE ,ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 7,PAGE 91,PUBLIC RECORDS OF CITRUS COUNTY ,FLORIDA.
Zoning : CLR COASTAL LAKES &RVRS



RECEIVED
AUG 25 2021
V-21-11
Land Development Division

Attachment: Applicant's submittal (18515 : V-21-11 Albert and Torrie Jasuwan)

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

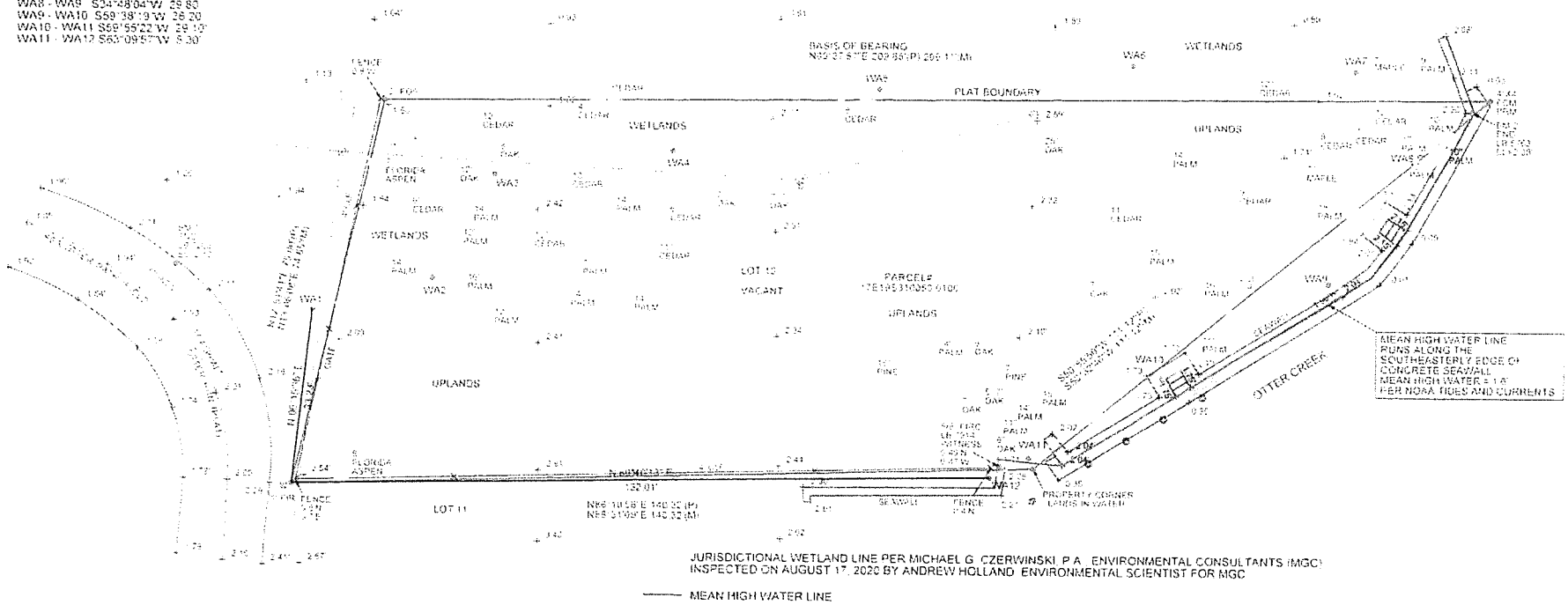
SHEET 1 OF 2 OF BOUNDARY SURVEY
SURVEY NOT VALID WITHOUT ALL SHEETS

5544 S SEA OTTER PATH
HOMOSASSA, FL 34448

PROJECT #20-149

LINE TABLE

WA1 - WA2	N74°52'02"E	23.40'
WA2 - WA3	N30°09'19"E	25.00'
WA3 - WA4	N62°04'46"E	32.89'
WA4 - WA5	N73°07'56"E	40.89'
WA5 - WA6	N84°19'43"E	48.10'
WA6 - WA7	S88°55'22"E	42.00'
WA7 - WA8	S37°55'10"E	20.10'
WA8 - WA9	S34°48'04"W	29.80'
WA9 - WA10	S59°38'19"W	36.20'
WA10 - WA11	S69°55'22"W	29.10'
WA11 - WA12	S65°09'57"W	5.30'



JURISDICTIONAL WETLAND LINE PER MICHAEL G. CZERWINSKI, P.A., ENVIRONMENTAL CONSULTANTS (MGC)
INSPECTED ON AUGUST 17, 2020 BY ANDREW HOLLAND, ENVIRONMENTAL SCIENTIST FOR MGC

—— MEAN HIGH WATER LINE

SILVER KING SURVEYORS, INC.		
PROFESSIONAL SURVEYORS & MAPPERS LB 7933		
4831 8TH ST. N. ST. PETERSBURG, FL 33703		
DATE: 09/21/2020	SCALE: 1" = 20'	DRAWN BY: TH

RECEIVED

JUN 02 2021

V-21-11

Land Development Division

Attachment: Applicant's submittal (18515 : V-21-11 Albert and Torrie Jasuwan)



RECEIVED

JUN 02 2021

V-21-11

Land Development Division

Attachment: Applicant's submittal (18515 : V-21-11 Albert and Torrie Jasuwan)

PM2-21-120

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

VARIANCE APPLICATION NO. V-21-11 Albert and Torrie Jasuwan
DATE: October 1, 2021
PREPARED BY: Joe Hochadel, Principal Planner; Land Development Division

VARIANCE REQUESTED	This request is for a Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family residence having less than the required 50-foot setback from the mean high water line and jurisdictional wetland line (35-foot with a berm or swale), pursuant to Section 3501, Surface Water Protection Standards, as specified in the LDC. The applicant is requesting a single-family residence, with an 18-foot setback from the mean high-water line and 15-foot setback from the jurisdictional wetland line.
SUBJECT PROPERTY	Section 31, Township 19 South, Range 17 East; specifically, Lot 10, Block A, of Otter Slide subdivision, PB 7, PG 91, (AK 1144906), which address is 5644 S. Sea Otter Path, Homosassa, FL. A complete legal description of the property is on file with the Land Development Division.
ACREAGE	Approximately 13,349 square feet (0.3 acres).
LAND USE	CLR, Coastal and Lakes Residential District, 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 Flood Zone AE with a Base Flood Elevation of 11 feet, as found on Community-Panel Number 12017C0 313E.
SURROUNDING AREA	North – Planned Unit Development South – Single-family residence East – Canal West – S. Sea Otter Path The site is located in the Otter Slide subdivision, where there are single-family dwellings predominantly along canals. The lots in the subdivision vary in size.

Attachment: Staff report and locator map (18515 : V-21-11 Albert and Torrie Jasuwan)

BACKGROUND

This request was first heard by the PDC on August 19, 2021. That request was to construct a single-family dwelling with a 1,400 square-foot footprint with a 15-foot setback from the mean high-water line and jurisdictional wetland line. The PDC continued the application to allow the applicant the opportunity to amend the request. The applicant revised the application by modifying the location of the proposed footprint to be 35 feet from the seawall as well as modify the driveway location.

The subject property consists of a vacant waterfront lot with a concrete seawall in the Otter Slide subdivision. The lot is approximately 75 feet wide and has a depth varying from approximately 140 to 209 feet deep. There is a wetland on site predominantly located in the northwest portion of the property with a smaller portion in the northeast corner. This site is located in the Coastal High Hazard Area (CHHA) and the AE Flood Zone. The lot gains access from S. Sea Otter Path, a 30-foot wide, paved, public, local street.

ANALYSIS

The applicant is requesting the wetland and waterfront setback be reduced from 50 feet (or 35 feet with a berm/swale system) to 15 feet from the jurisdictional wetland line and 18 feet from the mean high-water line to construct a single-family dwelling with a 1,400 square-foot footprint. The stairs and A/C unit will be within the proposed footprint. The property has access to central water, but the applicant has not indicated if central sewer is available and, if not, where the septic is to be located. The applicant has stated that the wetland and waterfront restrictions are justification for this variance request.

The proposed single-family dwelling has a setback to the mean high-water line of 18 feet at the closest point and a wetland setback of 15 feet. The available building envelope without the need for a variance is approximately 640 square feet, outside of the 35-foot waterfront setback, 35-foot wetland setback, and five-foot side yard setbacks, and has an irregular shape. Although it would be difficult to construct a residence on the subject property and meet all LDC setback requirements, this variance does not appear to be a minimal request as it appears the applicant could reduce the proposed single-family residence to further minimize the request. The proposed driveway has been relocated and reduced in width to better meet separation from the wetland located along S. Sea Otter Path.

The applicant has not requested an Impervious Surface Ratio (ISR) variance on the subject property. The request includes the 1,400 square-foot footprint for the single-family residence and an approximately 1,359 square-foot driveway for a proposed ISR of approximately 20 percent, which is less than the maximum allowable ISR of 40 percent for lots over 10,000 square feet in the CLR District.

The six closest developed lots criterion is based on LDC Section 10620, Development Standards, and is intended to assure compatibility of construction between new units and existing development. This criterion was used to determine the size of the sample for average and comparison with surrounding properties, specifically five closest developed lots to the south along S. Sea Otter Path. The lots in this area vary in size from approximately 7,840 square feet to 13,503 square feet, but are generally similar; however, these existing developed sites do not appear to contain internal wetlands, have single-family dwellings that were constructed prior to LDC standards, and some utilize more

Attachment: Staff report and locator map (18515 : V-21-11 Albert and Torrie Jasuwan)

than one lot as a homesite. The average building footprint is 1,964 square feet, with the largest being 3,232 square feet. The average waterfront setback is 17 feet. The five closest developed sites have a waterfront setback that is less than the minimum required. Many of the surrounding dwellings predate current adopted Surface Water Quality Protection Standards as well as Floodplain Protection. There have been no variances approved on this portion of S. Sea Otter Path. Based upon the observed average building footprint and average waterfront setback, this proposal does appear to be compatible with the surrounding properties, although the request is not a minimal request.

Building envelope and setback analysis			
Proposed building footprint	1,400 sf	**Average building footprint**	1,964 sf.
Proposed waterfront setback	18 ft.	**Proposed wetland setback**	15 ft.
Average waterfront setback	17 ft	**Available building envelope** (without the need for a variance)	**640 sf**

SUMMARY OF AGENCY COMMENTS:

The Engineering Division has reviewed the proposed wetland and waterfront setbacks and has provided the following condition:

- 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.

- A grading and drainage plan will need to be submitted at time of permitting in accordance with Section 6420 Chapter 6 Stormwater Management of the Land Development Code.

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

Attachment: Staff report and locator map (18515 : V-21-11 Albert and Torrie Jasuwan)

- Existing topography and vegetation shall be retained within the buffer area

Staff comment: *The site appears to have been partly cleared with some natural vegetation and a concrete seawall on the property. The site does have natural vegetation to meet the required 15-foot buffer adjacent to a water body and the wetland.*

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: *The site plan shows a swale to be located between the proposed single-family dwelling and the seawall. The applicant will have to provide a stormwater management system as well as meet ISR requirements, with the proposed improvements being well within the allowable lot coverage.*

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 has an irregularly shaped available building envelope consisting of 640 square feet to place a single-family dwelling without the need of a variance; however, the request does not appear to be a minimal request as the size of the proposed single-family dwelling could be reduced to minimize the request.*

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 subject property appears to be similarly sized in comparison with other lots that have been developed with single-family dwellings. Most of these have been developed prior to current waterfront setback requirements; however, the location of the wetland on the lot in conjunction with the waterfront setback hinders development and reduces the available building envelope.

2. ***The special conditions and circumstances do not result from the actions of the applicants.*** The encroachment into the required waterfront setback is not the result of the applicant/property owner; however, the applicant could design the proposed single-family

Attachment: Staff report and locator map (18515 : V-21-11 Albert and Torrie Jasuwan)

dwelling in such a way as to minimize the impact and reduce the wetland and waterfront encroachment.

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.*** While many single-family dwellings in the area encroach within the required waterfront setback, most were constructed prior to current adopted Surface Water Quality Protection Standards. The proposal is for new construction of a single-family dwelling. The available building envelope is 640 square feet and is irregularly shaped. The proposed footprint is within the average for the area and the applicant has relocated the proposed footprint in an effort to reduce the encroachment.

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 applicant is proposing a single-family dwelling with a 1,400 square-foot footprint. The proposed building footprint includes the stairs and A/C pad. Due to the location of the wetland and the waterfront, it would be difficult for the applicant to locate a single-family dwelling so as not to require a variance.

5. ***The variance granted is <u>not</u> the minimum variance that will make possible the reasonable development and/or use of the land, building, or structure.*** Due to the size and shape of the available building envelope, it would be difficult for the applicant to reasonably place a single-family dwelling on the subject property that would eliminate the need for a variance; however, the proposed single-family dwelling could be reduced in size to minimize the encroachment.

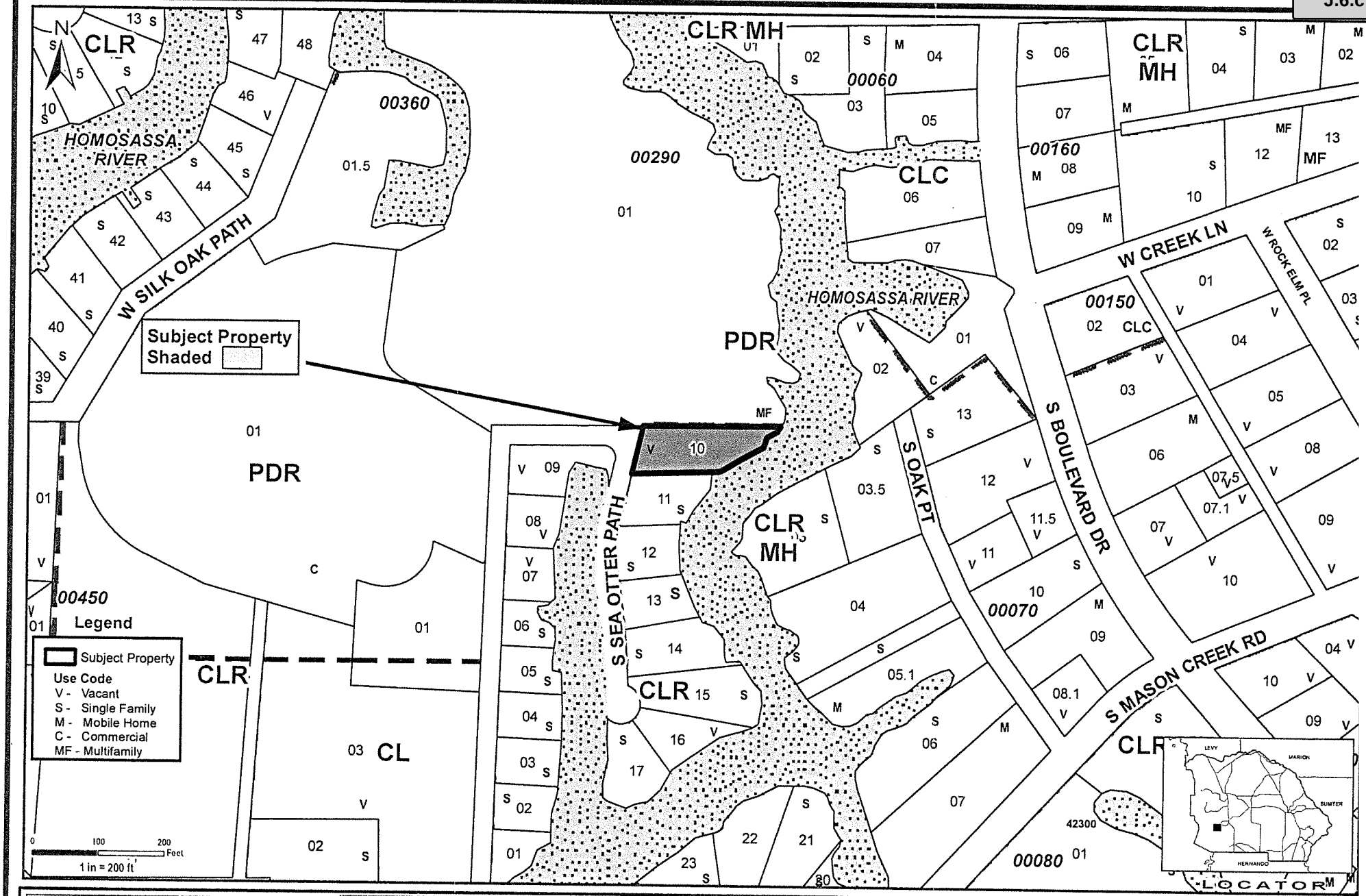
6. ***The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the area involved or otherwise detrimental to the public welfare.*** Although the proposed single-family dwelling does not meet setback standards for wetlands or waterbodies, it would be consistent with many of the existing single-family dwellings in the area, which were placed prior to the existing requirements or received variances.

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 <u>will</u> deviate from the clear intent of the adopted Comprehensive Plan.*** The application is inconsistent with the Comprehensive Plan, as discussed in this staff report.

JH/cb

Attachment: Staff report and locator map (18515 : V-21-11 Albert and Torrie Jasuwan)



Application #: V-21-11	Applicant: Albert & Torrie Jasuwan
Proposal: Waterfront & Wetland Setback For a Residence	Location: 5644 S Sea Otter Path, Homosassa
LDC Atlas: Coastal & Lakes Residential Mobile Homes Allowed (CLR MH)	S-T-R - 31-19-17 SE
	Planner Initials: GH Date: 7/5/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: June 30, 2021
Source: Enterprise Geodatabase
Map Number: SO001165

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

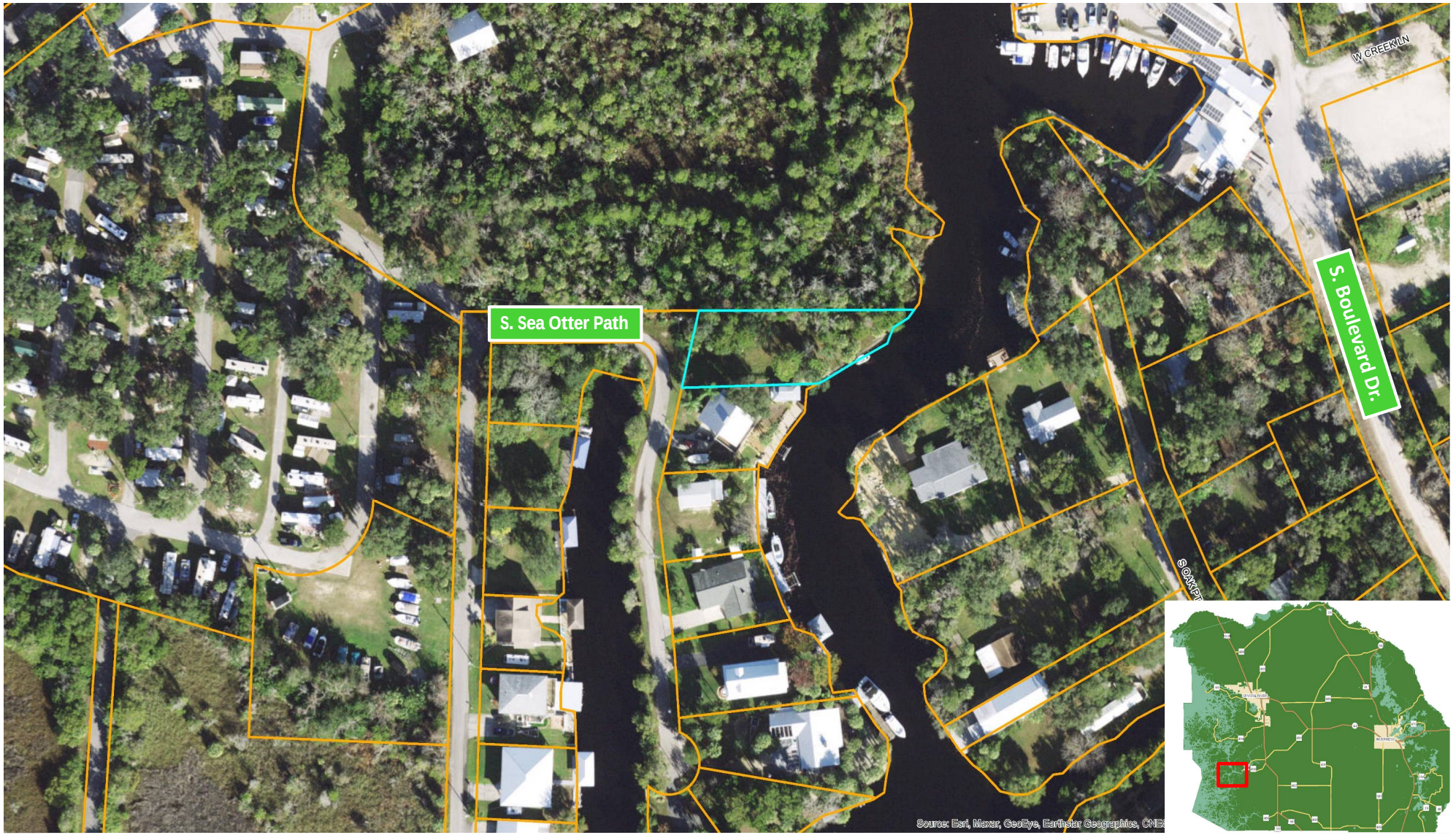
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Attachment: Staff report and locator map (18515 : V-21-11 Albert and Torrie Jasuwan)

V-21-11

Albert and Torrie Jasuwan

Attachment: Planner PP (18515 : V-21-11 Albert and Torrie Jasuwan)



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Attachment: Planner PP (18515 : V-21-11 Albert and Torrie Jasuwan)

Purpose of site plan: Building a house
Scale 1"= 30'

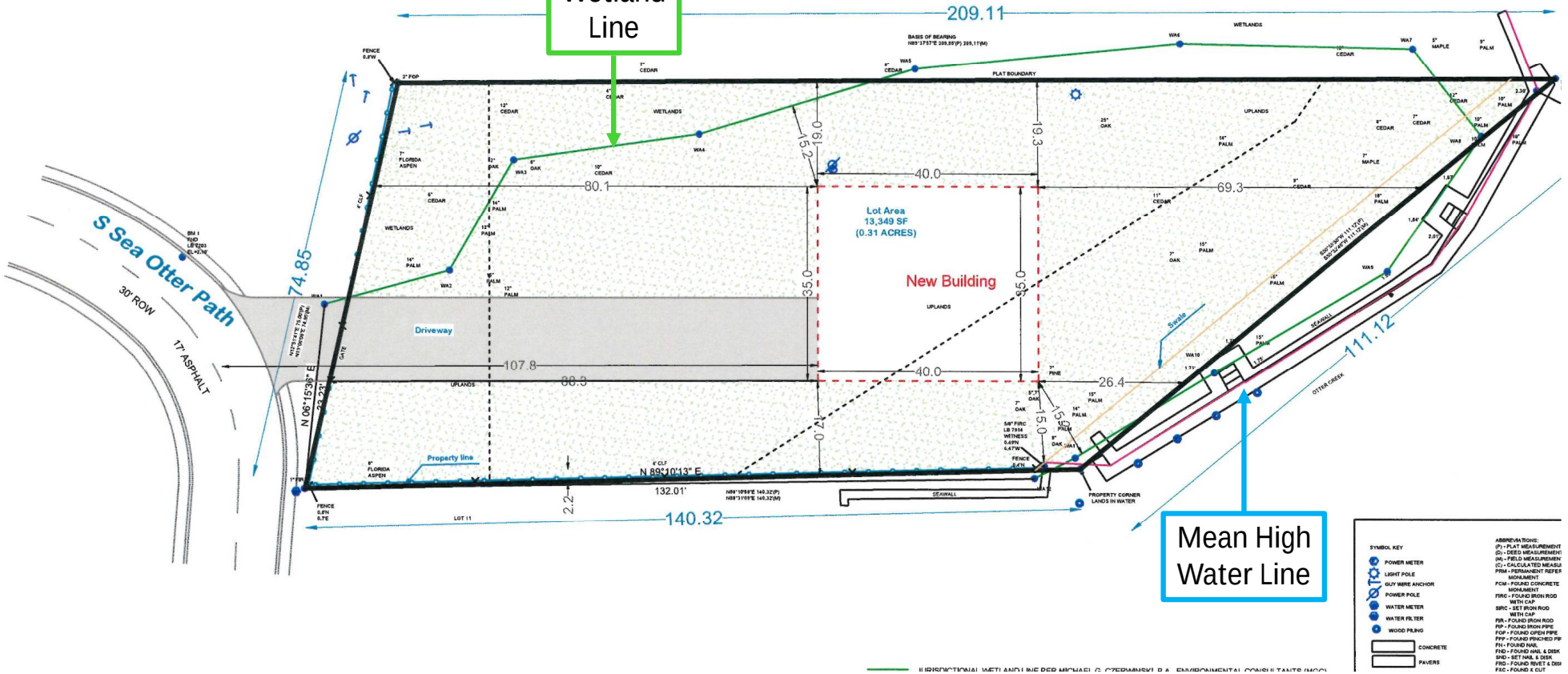
RECORDS OF CITRUS COUNTY ,FLORIDA.
Zoning : CLR COASTAL LAKES &RVRS

Previous Request

1400 sqft home stilted 12ft above the slab.

Swale line added along the seawall

Wetland Line



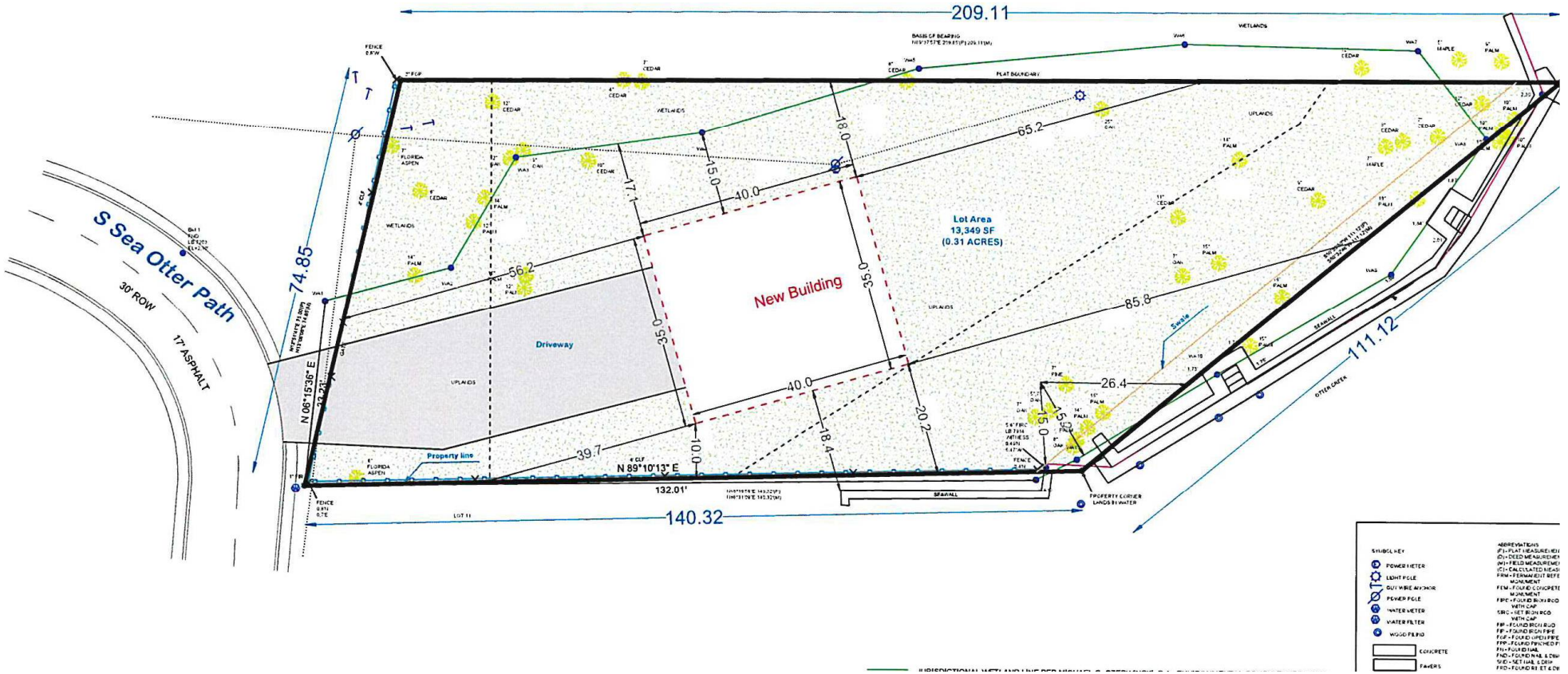
Mean High Water Line

Attachment: Planner PP (18515 : V-21-11 Albert and Torrie Jasuwan)

Scale 1"= 30'

RECORDS OF CITRUS COUNTY ,FLORIDA.
Zoning : CLR COASTAL LAKES &RVRS

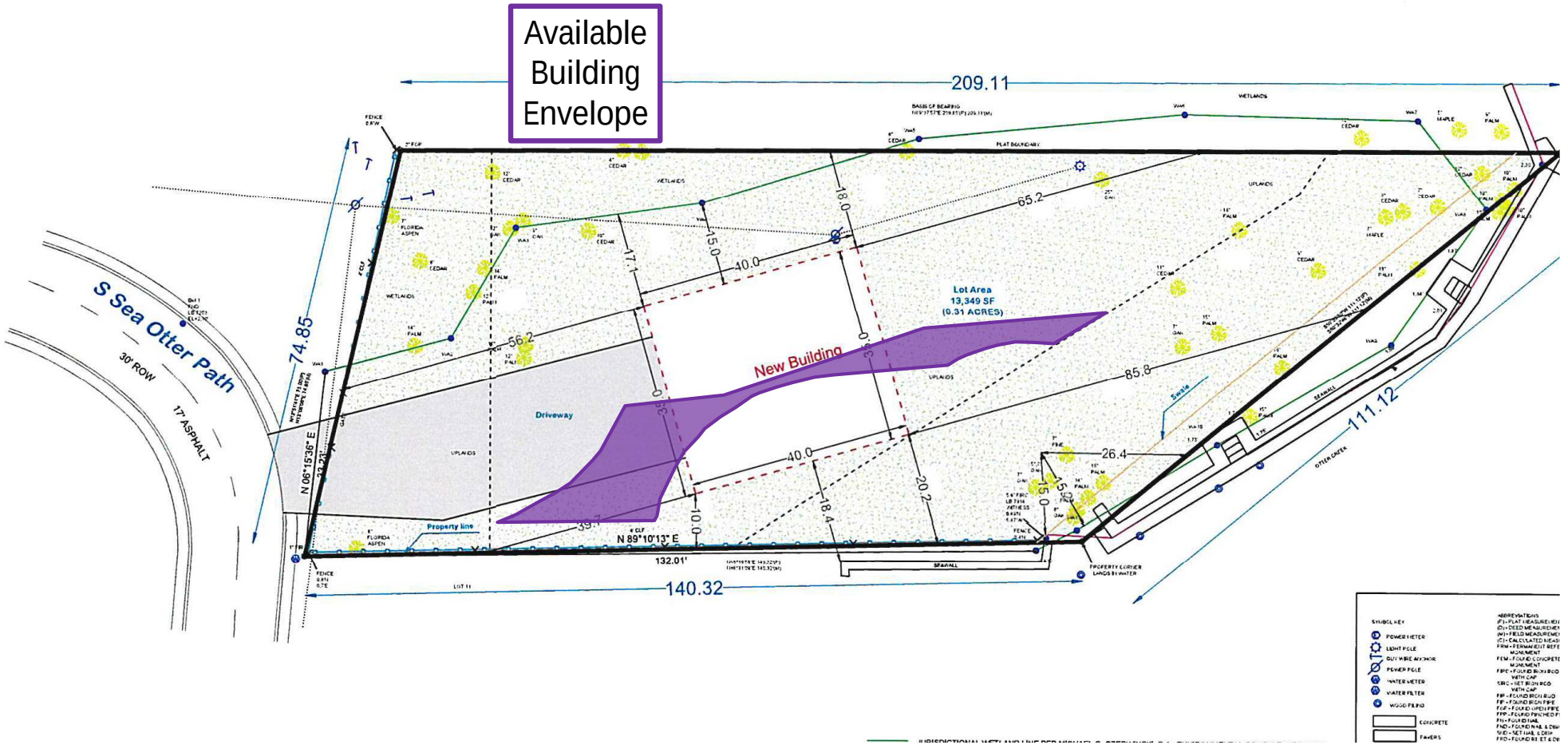
Revised Request



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Scale 1"= 30'

RECORDS OF CITRUS COUNTY ,FLORIDA.
Zoning : CLR COASTAL LAKES &RVRS



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