CITRUS COUNTY
PLANNING AND DEVELOPMENT COMMISSION

Thursday December 2, 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. December 2, 2021, PDC agenda and map/directions

December 2, 2021, PDC agenda and map/directions

H. STAFF ANNOUNCEMENTS

I. EX PARTE COMMUNICATION - COUNTY ATTORNEY

J. APPLICATIONS

1. CPA/AA/PUD-21-02– John and Cynthia Zanki

Conduct a public hearing on December 2, 2021, to review and consider, CPA/AA/PUD-21-02 John & Cynthia Zanki.

2. SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC

Conduct a public hearing on December 2, 2021, to review and consider, SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC.

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:	December 2, 2021 PDC agenda and map/directions
AGENDA DATE:	**December 02, 2021**

BRIEF OVERVIEW:

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:
December 2, 2021, PDC agenda and map/directions

CITRUS COUNTY

PLANNING AND DEVELOPMENT COMMISSION

Thursday, December 2, 2021 at 9:00 AM

Lecanto Government Building

3600 West Sovereign Path, Room 166

Lecanto, Florida 34461

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. CHAIRMAN TO READ THE APPEAL PROCESS AND MEETING PROCEDURES

F. OPEN TO THE PUBLIC – Receive comments from the public

G. APPROVE MINUTES – Approval of available minutes

H. STAFF ANNOUNCEMENTS

I. EX PARTE COMMUNICATION: County Attorney

J. APPLICATIONS

1. COMPREHENSIVE PLAN AMENDMENT

a. CPA/AA/PUD-21-02 John and Cynthia Zanki

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from Low Intensity Coastal and Lakes District (CL) to Coastal and Lakes Commercial District (CLC), to amend the Land Development Code Atlas Map from Low Intensity Coastal and Lakes District (CL) to Coastal and Lakes Commercial District (CLC),

Attachment: Agenda, map, and directions (18629 : December 2, 2021 PDC agenda and map/directions)

and to establish a new Planned Unit Development (PUD) for a hotel with an open air café.

LOCATION: Section 29, Township 19 South, Range 17 East, more specifically, Parcel B, of an unrecorded subdivision; also known as Alternate Key Number 2279966, which address is 10137 W. Fishbowl Dr., Homosassa, Florida. A complete legal description of the property is on file with the Land Development Division.

STAFF CONTACT: Miranda Anaya, Senior Planner, and Joe Hochadel, Principal Planner, Land Development Division

b. CPA/AA/PUD-21-16 Clark A. Stillwell, Esq. for Affordable Secure Storage Citrus Hills, LLC - CONTINUED PER APPLICANT

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from Low Density Residential (LDR) to General Commercial District (GNC), to amend the Land Development Code Atlas Map from General Commercial District (GNC) and Low Density Residential District with mobile homes allowed (LDRMH) to General Commercial District (GNC) with a Planned Unit Development (PUD) for mini-warehouse and open storage.

LOCATION: Section 27, Township 18 South, Range 19 East, more specifically, Hercala Acres Unit No. 1, Lot 7 and a portion of Lot 6 (Alternate Key Number 3213842), which addresses are 2417 E. Norvell Bryant Highway and 2353 N Page Avenue, Hernando. A complete legal description is on file with the Land Development Division.

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

2. STREET VACATION

a. SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs, LLC

REQUEST AND LOCATION: This request is to vacate that alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15, as recorded in Plat Book 6, Pages 123-128, public records of Citrus County, Florida (Section 30, Township 17 South, Range 19 East) in Citrus Springs, FL.

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

K. ADDITIONAL ITEMS

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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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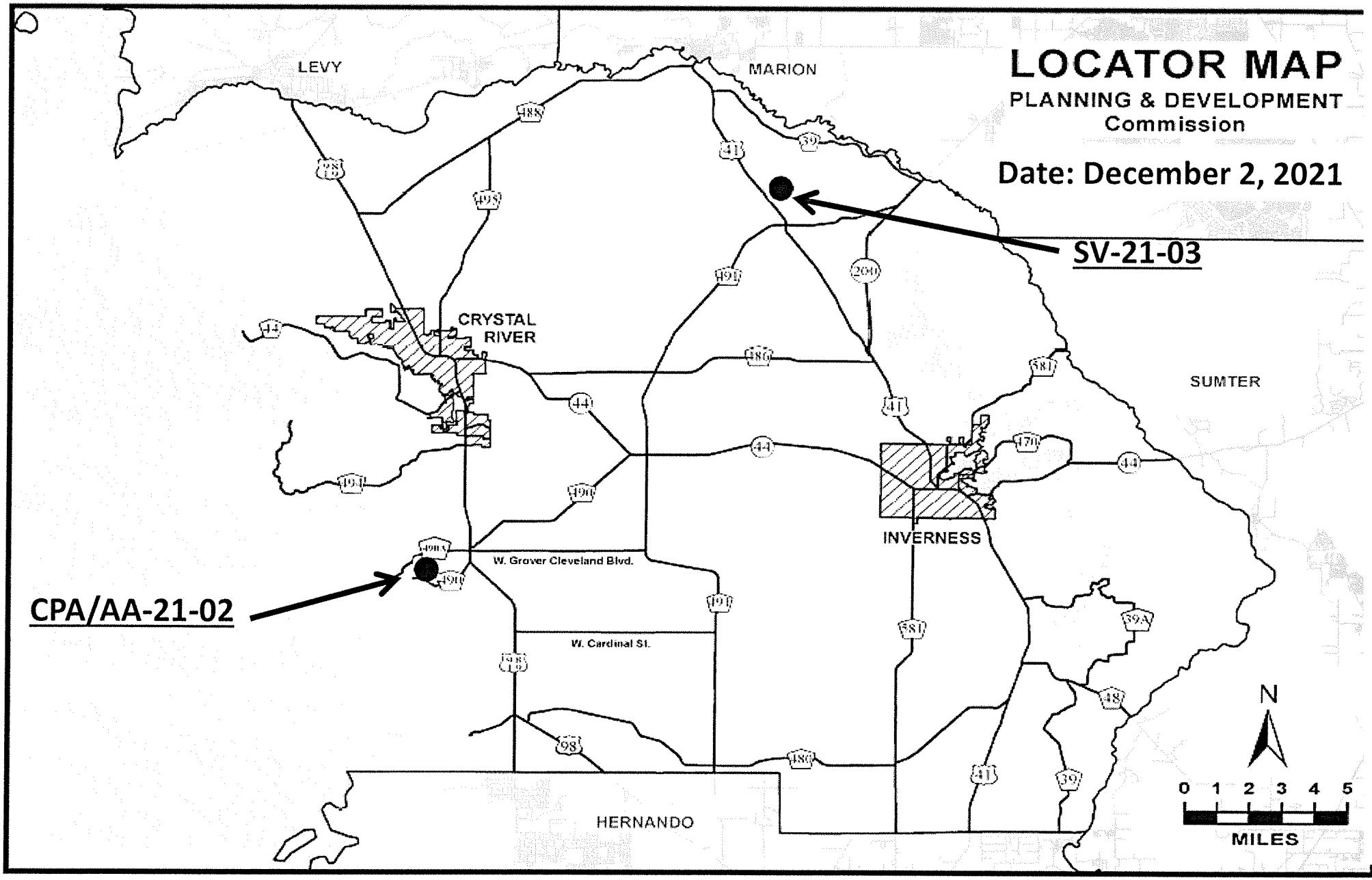

Attachment: Agenda, map, and directions (18629 : December 2, 2021 PDC agenda and map/directions)

Planning and Development Commission

Directions for meeting on December 2, 2021

CPA/AA-21-02- From the intersection of Saunders Way and CR-491, turn right onto CR-491. Go **1.24 miles** and turn right onto W. Grove Cleveland Blvd. Go **5.40 miles** and continue straight as W. Grover Cleveland Blvd. becomes W. Halls River Rd. Go **0.56 miles** and turn slightly left onto W. Fishbowl Dr. Go **1.37 miles** and the site is on the right at **10137 W. Fishbowl Dr. Homosassa.**

SV-21-03- From the intersection of Saunders Way and CR-491, turn left onto CR-491. Go **11.57 miles** and turn left onto N. Florida Ave (US-41). Go 0.45 miles and the site is on the right at **7401 N. Florida Ave. Citrus Springs.**

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DRAFT

PLANNING AND DEVELOPMENT COMMISSION (PDC)
SUMMARY MINUTES
October 21, 2021

Members Present: Michael Facemyer, Chair; David Bramblett, 1st Vice Chair; Robert Bass, 2nd Vice Chair; Richard Barmes; James Roys; Kurt Stone, Stacey Worthington, and School Board Representative, Chuck Dixon

Staff Present: Joanna Coutu, Director, Land Development Division (LDD); Joe Hochadel, Principal Planner; Susan Wright, Senior Planning Coordinator; and Cheryl Burton, Senior Secretary

Also Present: Denise Lyn, County Attorney, and Michael Sherman, Growth Management Director

A. CALL TO ORDER

Mr. Facemyer called the meeting to order at 9:00 a.m.

B. INVOCATION

The Invocation was given by Mr. Bass.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mr. Facemyer.

D. ROLL CALL

Recording Secretary proceeded with roll call.

E. CHAIRMAN TO READ THE APPEAL PROCESS AND MEETING PROCEDURES

F. OPEN TO THE PUBLIC: None.

G. APPROVE MINUTES: None.

H. STAFF ANNOUNCEMENTS:

Ms. Coutu advised that application CU-21-11 was withdrawn by the applicant. She also advised that the PDC meetings are now broadcast on the County's YouTube channel.

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I. EX PARTE COMMUNICATIONS:

Ms. Lyn polled the PDC members on whether they had any ex parte communications concerning the applications to be heard. All PDC members stated they had no ex parte communications. Messrs. Barmes and Facemyer advised of site visits on applications V-21-13, PUD-21-11, CU-20-06, PUD-21-12 and PV-21-06.

At the discretion of the Chairman, he rearranged the agenda. Application V-21-13 will be moved to the first item for the applications.

J. APPLICATIONS

1. LAND USE APPLICATION

a. V-21-13 Kurt Stoner

REQUEST: This request is for a Variance from the Citrus County Land Development Code (LDC) for the placement of an accessory structure having less than the required 50-foot setback from the mean high water line, pursuant to Section 3520, Floodplain Protection Standards, as specified in the LDC.

LOCATION: Section 34, Township 18 South, Range 16 East; specifically, Parcel 2B0A0-0400 (formerly Lot 40, of Sunny Isles Estates Unit 2, PB 8, PG 14), AK 1004080, which address is 14241 W. Sanddollar Ln., Crystal River, 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, a photo of the location of the proposed chickee hut and the site plan as submitted by the applicant.

APPLICANT: Lisa Stoner stated that the purpose of the proposed chickee hut is so that her husband, Kurt, can store his specially equipped handicap kayak closer to the water's edge. He currently stores the kayak in the back of their property; however, it takes two healthy people to carry it to the water for him to be able to use it. If the kayak could be stored closer to the water, he would be able to drag it to the water himself and launch it. He is not able to use the kayak without assistance. She stated that staff's suggestions for the location of the storage of the kayak were not possible for him. The proposed chickee hut would be four poles in the ground with a thatched roof with no walls or floor to be used to store the kayak.

COMMISSION QUESTIONS/COMMENTS:

Mr. Stone inquired as to the dimensions of the proposed chickee hut. Mrs. Stoner advised the dimensions are 14' X 20'.

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QUESTIONS FROM STAFF:

Mrs. Coutu noted that a kayak launch is allowed on a boat dock and a variance would not be needed for that request with the structure placed on the dock. She asked why that proposal would not work for their needs. Mrs. Stoner explained that they currently have an outstanding permit for a boathouse on the end of the dock so her husband would be able to use the boat without having to climb onto the trailer in the driveway. Mrs. Coutu questioned if the kayak launch could be added so they would not need the variance. Mrs. Stoner stated that she was not sure how it could because the landscape is rocky and steep. Mrs. Coutu inquired where the kayak would be launched if the application is approved for the chickee hut. Mrs. Stoner advised that the kayak would be launched beside the proposed hut at the water's edge as there is a slope on the water. Mrs. Coutu inquired if a kayak launch could be placed on the shoreline. Mrs. Stoner stated that the shoreline is mangroves and rocks.

STAFF: Mr. Hochadel stated that this application is requesting the placement of an accessory structure on the subject property. The applicant is specifically requesting a 15-foot waterfront setback in a Velocity Zone for an accessory structure. His presentation included photos of the subject property. The property is approximately .42 acres. He showed a photo of the approximate location of the proposed accessory structure. The site plan shows the location of the existing single-family dwelling. The existing structure has a footprint of 1,388 square feet. The applicant is proposing to construct a 280 square-foot tiki/chickee hut 15 feet from the mean high water line.

The available building envelope without the need for a variance is approximately 3,390 square feet, outside of the 50-foot waterfront setback, 25-foot right-of-way setback, and five-foot side yard setback. The applicant has verbally indicated that there is a wetland located on the property; however, it was not shown on the survey or the site plan that was submitted, so the exact location and dimension are not known. If the wetland is present, the available building envelope is decreased to 42 square feet and would present a hardship to the property.

Based upon the six closest developed lots, one had an accessory structure that may be subject to waterfront setbacks. There have been no variances granted in this area. This is not a minimal request as there are ways that they could minimize the waterfront setback and the property is currently being used as a residential property. All findings of fact have been found to be negative findings.

COMMISSION QUESTIONS/COMMENTS: None.

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REBUTTAL BY APPLICANT:

Mrs. Stoner stated that as she understands, the ADA allows governments to make variances to allow proper use of a property by a handicap person so that he can enjoy his property the same as anyone else. She advised that they have documentation that Kurt is permanently disabled.

QUESTIONS BY COMMISSION:

Mr. Bramblett commented that in reviewing the site plan, there is a boat launch shown. He inquired why launching the kayak from the boat launch is an issue. He pointed out that the dock is closer to the water than the proposed chickee hut. Mrs. Stoner stated that the dock is elevated two steps and Mr. Stoner cannot navigate the steps, especially with the kayak. Mr. Bramblett offered the suggestion to construct a shelter closer to the house as that would be closer to the water than the location of the proposed chickee hut. She replied that they could not build anything in the area closer to the residence as it is wetlands.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS:

Ms. Worthington asked the County Attorney to explain the implications that the applicant stated with regard to the Americans with Disabilities Act (ADA) would somehow supersede local zoning laws. Ms. Lyn stated that the ADA requires governments to make reasonable accommodations for individuals to make reasonable use of their property. If the Board were to find that (a) there was a disability and (b) that there was something that the Board could fashion to help the disabled person to make reasonable use of their property, then that can be considered by the Board.

Mr. Barmes requested clarification with regard to the Americans with Disabilities Act in regard to governments making reasonable accommodations for public use and not for private land use. Ms. Lyn stated that there are cases where governments made accommodations to its regulations for an individual to make reasonable use of their property. In this case, there is a residence located on the property and that the owners are utilizing it as a home and there is existing access to the water.

Mr. Bramblett stated that he is not in favor of this application. He believes that there are other locations available on the property.

Mr. Facemyer echoed Mr. Bramblett's comments and stated that he thinks that the applicants have other options and will not support this application.

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Mr. Bass stated that he is not in favor of this application. He stated that the applicant indicates that the location of the existing septic system proves a hardship; however, it was not shown on the site plan. The applicant also stated that there are wetlands on the property; however, there is no confirmation of such. He feels that the application is insufficient as submitted.

MOTION: The Planning and Development Commission finds application number ***V-21-13 INCONSISTENT*** with the Citrus County Land Development Code and ***IS NOT*** in keeping with the intent of the Policies of the Citrus County Comprehensive Plan and that this Board ***DENIES*** the application based upon the evidence and testimony presented and the staff report and conclusions regarding this petition.

MOTION:

1st Ms. Worthington 2nd Mr. Bass

VOTE: 6 - 1, Motion Carried

Nay: Mr. Stone

2. PLANNED UNIT DEVELOPMENT

a. PUD-21-11 Local Engineering, Inc. for Affordable Secure Storage Beverly Hills, LLC

REQUEST: This request is to modify the Land Development Code (LDC) Atlas by amending an existing Master Plan (Planned Unit Development – PUD) to include covered RV and boat storage, pursuant to Section 4300, Planned Unit Developments, as specified in the Citrus County Land Development Code.

LOCATION: Section 15, Township 18 South, Range 18 East, unrecorded tracts, further described as Parcel 24340 (Alternate Key Number 2621869); which address is 3330 N. Lecanto Highway (CR-491), Beverly Hills, FL.

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

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property and surrounding area, photos of the subject property and surrounding area and a site plan submitted by the applicant.

APPLICANT: Dr. Michael Wilburn represented the applicant. The subject property currently has an existing bowling alley located on it. Last year, the applicant received permission to utilize the existing bowling alley as self-storage. The applicant is in the process of having that permitted. This request

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is to also allow for outdoor covered storage. The proposal indicated two buildings, one attached to the existing structure and the other to be located on the north side of the property using the existing parking lot. This would also include a 9,600 square foot self-storage located on the south side of the property which would utilize the existing asphalt. There are no changes in the stormwater design, impervious surface ratio or access management to the property. The existing building is currently serviced by water and sewer.

QUESTIONS FROM STAFF: None.

STAFF: Mr. Hochadel stated that this application is to amend an existing Planned Unit Development to allow for covered RV and boat storage on the subject property. The property is approximately 4.7 acres in size and is designated PDR. His presentation included a view of the south side of the property where the proposed climate-controlled self-storage would be located. He also included a view of the north side of the property where the covered RV and boat storage would be located. The applicant has not requested any deviations as part of this application, so any development will have to meet the requirements set forth for large non-residential development projects. All of the findings of fact have been found to be positive findings. Mr. Hochadel stated that there are suggested conditions that were modified from application PUD-20-10 that was heard last year. There is one correction to condition #2 to remove the wording "33,170 square foot" as that was in error.

COMMISSION QUESTIONS/COMMENTS: None.

PROPONENT: None.

OPPONENT: None.

MOTION: The Planning and Development Commission finds application number ***PUD-21-11 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Mr. Bramblett 2nd Ms. Worthington

VOTE: 7 - 0, Motion Carried

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3. LAND USE APPLICATION

a. CU-20-06 Local Engineering, Inc. for Affordable Secure Storage Hernando, LLC

REQUEST: This request is for a Conditional Use to allow for mini-warehouses and an RV and/or boat parking facility in the General Commercial District, pursuant to Section 2412, General Commercial District, as specified in the LDC.

LOCATION: Section 23, Township 18 South, Range 19 East; more specifically, Lots A2, 6, 19, 20, and 21, of the Virgil Davis unrecorded subdivision, AK 3272917, which addresses are 3532 and 3640 N. Carl G. Rose Hwy., Hernando, Florida.

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 site plan as submitted by the applicant.

APPLICANT: Michael Wilburn represented the applicant. This application is requesting an expansion of the existing mini-warehouse facility. The subject property consists of four lots that are currently zoned GNC and one lot that is currently zoned HDR. The lot that is zoned HDR will be used for the DRA and buffers.

The applicant intends to utilize the existing entrance that is on the existing property for the proposed expansion, so there will be no new entrance to the property. This entrance exists outside of the secure location.

The applicant's proposal consists of two 16,000 square-foot mini warehouse buildings and two 8,000 square-foot covered RV/boat storage areas.

Dr. Wilburn advised that the applicant is acceptable with the proposed conditions in the staff report.

QUESTIONS FROM STAFF: None.

COMMISSION QUESTIONS/COMMENTS:

Mr. Bramblett requested clarification with regard to the requested deviation regarding buffers. Dr. Wilburn stated that the applicant requested a deviation from the requirement of the installation of the Type "D" buffer. Mr. Bramblett inquired as to the reason for the request for this deviation. Dr. Wilburn stated that a Type "D" buffer includes a wall structure. The properties to the west and

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to the south are vacant residential and are both natural. The site plan indicated that the applicant is providing Type "B" and Type "C" buffers along the west and south property lines. There will also be additional buffering along the DRA. Ms. Coutu inquired if the applicant could install a Type "D" without a wall instead of a Type "C" on the areas abutting residential. Ms. Coutu explained that a Type "D" buffer with planting consists of six trees, 24 shrubs, 12 conifers and 20 foot minimum width. Dr. Wilburn requested that the applicant be allowed to provide a 20-foot wide Type "C" buffer along the south and west property lines. Mr. Hochadel asked if the applicant had an objection to installing a Type "C" buffer along the right-of-way. Dr. Wilburn advised there was no objection.

Mr. Barmes inquired how the applicant plans to reconfigure the entrance when FDOT widens SR-200. Dr. Wilburn stated that the applicant cannot have an access from SR-200 because of the separation requirements. Most likely when SR-200 is widened, the property will have a wider throat on the existing entrance which will allow the turning movement to be better.

STAFF: Mr. Hochadel stated that this request is to allow for mini-warehouses and RV/boat parking in the GNC district. The subject properties consist of five lots totaling approximately 3.7 acres. The lots are vacant and partially wooded. He presented a photo of the subject property that showed the existing mini-warehouse to the north. His presentation also included the site plan indicating the two proposed 16,000 square-foot mini warehouse buildings and the two 8,000 square-foot covered RV/boat storage structures.

Lot 19 is currently zoned HDR which does not allow for this type of use. The applicant modified the site plan to take all of the structures and improvements off of that lot. The applicant will utilize that lot for stormwater, open space and landscaping.

There is an ingress/egress easement and utility easement located on Lot A2 and Lot 6 that will need to be addressed at the time of permitting.

The surrounding area mainly consists of vacant residential, multi-family residential, vacant commercial and mini-warehouse. The proposal does appear to be compatible with the surrounding areas if the applicant complies with the development standards and conditions. All of the findings of fact are positive.

COMMISSION QUESTIONS/COMMENTS:

Mr. Barmes inquired as to why the applicant cannot have a second access to the proposed project as he has concerns with the 20-foot being taken off of the right-of-way on SR-200. The applicant is proposing to take access to the proposed new development by utilizing the cross access. Mr. Hochadel commented that the reason most likely is due to the driveway spacing distance

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along SR-200. Dr. Wilburn stated that the requirement for separation distance is 660 feet along this roadway from the existing access to a proposed access.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS:

Mr. Bramblett commented that he did not have an issue with the access management or the request for a deviation from the buffer requirements. He felt confident that the engineer for the project knows the rules and regulations for access and distancing.

Mr. Hochadel read the revised proposed conditions for the record:

1. This conditional use is to allow for 32,000 square feet of mini-warehouse and 16,000 square feet of covered RV and boat parking in the GNC land use district, as outlined on the conceptual site plan date-stamped July 22, 2021.
2. At the time of permitting, the applicant must demonstrate compliance with development standards per LDC Section 3740, Additional Design Standards for Large Non-Residential Projects; including, but not limited to landscaping, façade, parking, pedestrian connectivity, and lighting.
3. This approval does not provide relief to encroach on the ingress/egress and utility easement on Lot A2 and Lot 6 which evidence will need to be provided at time of permitting.
4. The site will need to be developed in accordance with Chapter 6, Stormwater Management, and Chapter 7, Transportation System Standards, of the LDC.
5. A site plan must be submitted to the Land Development Division at the time of permitting indicating compliance with these conditions.
6. A 20-foot wide Type "C" landscape buffer is required along the south and west property lines and along the right-of-way of Carl G. Rose Hwy.

Mr. Facemyer inquired if Dr. Wilburn was acceptable with the revised proposed conditions. Dr. Wilburn advised that the revised proposed conditions were acceptable.

Ms. Worthington stated that she was in favor of the application and did not share Commissioner Barmes concerns about the access. She also stated that she was acceptable with the revised proposed conditions.

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MOTION: The Planning and Development Commission finds application number ***CU-20-06 CONSISTENT*** with the Citrus County Comprehensive Plan and the Citrus County Land Development Code and that Board ***APPROVES WITH CONDITIONS*** the application based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition. It has been determined that ***APPROVING*** the proposed Conditional Use will not adversely affect the public interest; that there is compliance with special rules governing individual conditional uses of the type involved; that the proposed development, with conditions and safeguards attached, would be generally compatible with adjacent properties and other property in the district; and that the PDC is empowered under the section of the LDC described in the application to grant this Conditional Use.

MOTION:

1st Ms. Worthington 2nd Mr. Roys

VOTE: 7 - 0, Motion Carried

4. PLANNED UNIT DEVELOPMENT

a. PUD-21-12 Terrill LaGree for Gulf to Lake Associates, LLLP

REQUEST: This request is for a Planned Unit Development to allow multi-family use of more than four units per acre in the PSO (Professional Services/Office) land use district, pursuant to Section 2409, Professional Services/Office District (PSO), and Section 4300, Planned Unit Developments, as specified in the Citrus County Land Development Code.

LOCATION: Section 24, Township 18 South, Range 17 East; more specifically, Parcel 22200, Alternate Key Number 2448482, which address is 2095 N Miller Run Terrace, Crystal River.

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

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property and surrounding area, photos of the subject property and surrounding area, a concept drawing of the site and a site plan as submitted by the applicant.

APPLICANT: Terry LaGree stated that this application is requesting for a Planned Unit Development for 32 residential units on the subject property which is 3.3 acres. The proposed residential housing will be approximately 850 to 1,100 square feet. The subject property is abutted by a powerline corridor to the east, multi-family apartments to the west and a commercial property to the

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south. An overview of the proposed development is to create an enclave development that is well designed, well landscaped and emphasizes outdoor living. The proposal indicated parking in the rear of the units with some private driveways for parking adjacent to the units. A recreational component or active recreation was not included with the application, however, in the southeast corner of the site he is considering a small pool area or some type of court system for activity.

Water and sewer are available on North Miller Run Terrace. The application has met concurrency requirements for sewer, water, solid waste and drainage. The engineer for the proposed project is currently working on the drainage component as the soil borings were taken last week.

QUESTIONS FROM STAFF:

Ms. Coutu requested the applicant address the public input that was received today from Crystal River Apartments with regard to the proposed development accessing a private road. Mr. LaGree stated that he has not contacted anyone from the apartment complex but does intend to contact them. He stated that the pavement on North Miller Run Terrace does need to be improved and would like to discuss that option with them.

COMMISSION QUESTIONS/COMMENTS: None.

STAFF: Ms. Coutu stated that this application is a request for allowance of multi-family use in the PSO district. The property is approximately 3.3 acres which abuts PSO and HDR and some powerline corridors. The subject property is vacant and heavily wooded. The PSO district allows 10 dwelling units per acre with a PUD and that meets the requirement. The proposed site plan shows a mixture of quadplex and duplex buildings. There are two deviations requested. The first deviation requested is a 20-foot wide drive for two-way traffic. Fire services did not have a concern with that request. The second deviation requested is for the parking spaces to be 9' x 20' instead of the LDC requirement of 10' X 20'.

There are multiple conditions suggested if this application is recommended for approval:

1. The Planned Unit Development (PUD) shall allow for up to 32 units of multi-family housing (duplex and quadplex buildings), and other associated uses as outlined on the Master Plan and accompanying narrative date-stamped received July 28, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.
2. The project must be served by central water and central sewer.

Attachment: October 21, 2021, draft minutes (18629 : December 2, 2021 PDC agenda and map/directions)

3. Stormwater Management Design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.
4. At the time of permitting, the applicant must demonstrate compliance with applicable development standards per LDC Section 3740, Additional Design Standards for Large Non-Residential Projects, including those for façade, landscaping, pedestrian circulation, parking, signage and lighting unless otherwise outline in these conditions.
5. A Tree Preservation Plan, as outlined in the LDC, must be submitted and approved at the time of permitting.
6. A minimum 10-foot wide Type "B" buffer shall be provided along the east and south property lines of the site, as delineated in the LDC.
7. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping™* and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.
8. The site may utilize 16-foot wide one-way drives, and 20-foot wide two-way drives, as delineated on the Master Plan date-stamped July 28, 2021.
9. Parking spaces will need to demonstrate compliance with the LDC at the time of permitting, and may utilize 9-foot wide spaces for non-handicapped use.
10. At the time of permitting, the applicant must demonstrate provision for active recreation and required open space, as delineated in the LDC and Comprehensive Plan.
11. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.
12. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

COMMISSION QUESTIONS/COMMENTS: None.

PROPONENT: Warren Westmoreland stated that he represents the Crystal River Apartments and the Florida Management Associates which manages the Crystal River Apartments. He advised the Board that North Miller Run Terrace is a non-dedicated private road. He commented that certain agreements and conditions need to be made regarding the use of North Miller Run Terrace.

OPPONENT: None.

REBUTTAL: Mr. LaGree stated that he intended to meet with the owners of Crystal River Apartments with regard to the road as it is critical for the proposed project. He stated that he wants to be a "good neighbor".

Attachment: October 21, 2021, draft minutes (18629 : December 2, 2021 PDC agenda and map/directions)

MOTION: The Planning and Development Commission finds application number ***PUD-21-12 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Mr. Bramblett 2nd Mr. Barmes

Mr. Bass commented that he thinks that the plan is a great idea; however, he could not support the application as submitted as he felt that it was insufficient.

VOTE: 6 - 1, Motion Carried

NAY: Mr. Bass

5. PLAT VACATION

a. PV-21-06 Mitch Lal of Bohler Engineering FL, LLC for Guerrieri Management, Inc.

REQUEST/LOCATION: This request is to vacate a 6' platted utility easement lying on Lot 2 in the Taco Gordy Plat, as recorded in Plat Book 19, Pages 129-130, public records of Citrus County, Florida (Section 22, Township 19 South, Range 17 East), lying on S. Suncoast Blvd (US-19) in Homosassa.

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

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property and surrounding area, photos of the subject property and surrounding area and a map showing the approximate location of the utility easement on the commercial lot.

APPLICANT: Mitch Lal represented the applicant. The application is for a commercial tire service center that is currently undergoing permitting. The utility easement is an existing easement platted that encumbers the property and the proposed location for the building sits on top of the eastern portion of the easement. Utility companies that service the area had no concerns.

QUESTIONS FROM STAFF: None.

COMMISSION QUESTIONS/COMMENTS: None.

Attachment: October 21, 2021, draft minutes (18629 : December 2, 2021 PDC agenda and map/directions)

STAFF: Ms. Coutu stated that this application is for a plat vacation of a utility easement in the Taco Gordy Plat. The property is located on the east side of US 19 in Homosassa. The subject property is surrounded by GNC. She presented a map that showed that the cross access would be shared with Taco Bell. She also presented the site plan that shows the easement runs through the middle of the tire service center. They are relocating the easement to the rear of the property. Staff has no concerns with this application.

COMMISSION QUESTIONS/COMMENTS: None.

PROPONENT: None.

OPPONENT: None.

MOTION: The Planning and Development Commission finds application number ***PV-21-06 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Ms. Worthington 2nd Mr. Roys

VOTE: 7 - 0, Motion Carried

K. ADDITIONAL ITEMS:

Ms. Coutu stated that there are six applications on the November 4 agenda and three applications on the November 18 agenda.

L. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS: None.

M. ADJOURN

The Planning and Development Commission adjourned at 10:05 a.m.

Respectfully submitted,

Cheryl Burton, Recording Secretary

Attachment: October 21, 2021, draft minutes (18629 : December 2, 2021 PDC agenda and map/directions)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	CPA/AA/PUD-21-02– John and Cynthia Zanki
AGENDA DATE:	**December 02, 2021**

BRIEF OVERVIEW:

From CL, Low Intensity Coastal and Lakes District to CLC, Coastal and Lakes Commercial District, on the Future Land Use Map and on the Land Use Atlas Map, and to establish a new Planned Unit Development for a hotel with food service/cafe.

BUDGET IMPACT/FUNDING SOURCE:

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

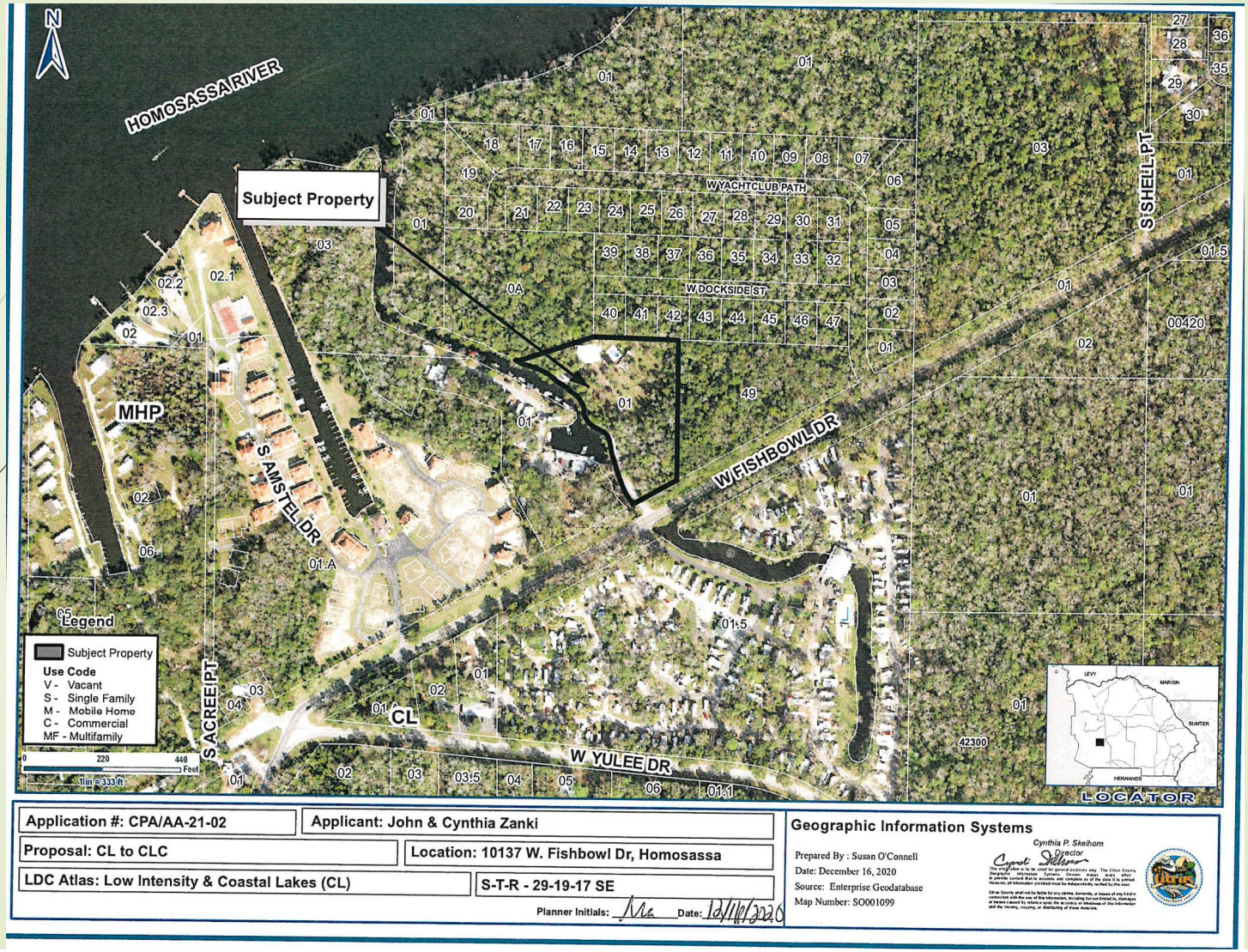
RECOMMENDED ACTION:

Conduct a public hearing on December 2, 2021, to review and consider, CPA/AA/PUD-21-02 John & Cynthia Zanki.

CPA/AA/PUD-21-02 John Zanki

10137 W. Fishbowl Dr., Homosassa, FL

Attachment: Coordinator PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)



Attachment: Coordinator PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

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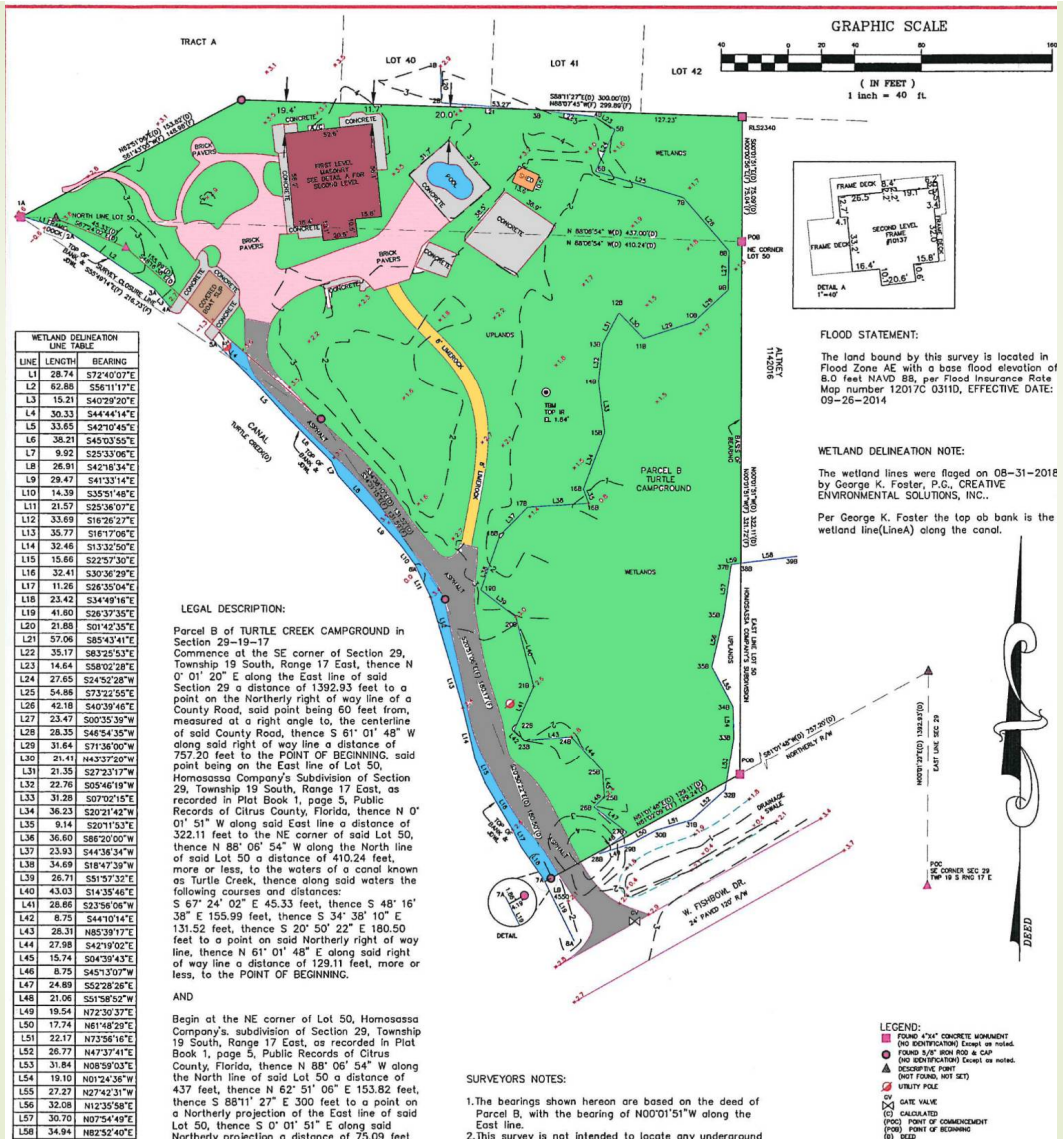
Attachment: Coordinator PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)



WETLAND DELINEATION LINE TABLE		
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L5	33.65	S42°10'45"E
L6	38.21	S45°03'55"E
L7	9.92	S25°33'06"E
L8	26.91	S42°18'34"E
L9	29.47	S41°33'14"E
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L12	33.69	S16°26'27"E
L13	35.77	S16°17'06"E
L14	32.46	S13°32'50"E
L15	15.66	S22°57'30"E
L16	32.41	S30°36'29"E
L17	11.26	S26°35'04"E
L18	23.42	S34°49'16"E
L19	41.60	S26°37'35"E
L20	21.88	S01°42'35"E
L21	57.06	S85°43'41"E
L22	35.17	S83°25'53"E
L23	14.64	S58°02'28"E
L24	27.65	S24°52'28"W
L25	54.86	S73°22'55"E
L26	42.18	S40°39'46"E
L27	23.47	S00°35'39"W
L28	28.35	S48°54'35"W
L29	31.64	S71°36'00"W
L30	21.41	N43°37'20"W
L31	21.35	S27°23'17"W
L32	22.76	S05°46'19"W
L33	31.28	S07°02'15"E
L34	36.23	S20°21'42"W
L35	9.14	S20°11'53"E
L36	36.60	S86°20'00"W
L37	23.93	S44°36'34"W
L38	34.69	S18°47'39"W
L39	26.71	S51°57'32"E
L40	43.03	S14°35'46"E
L41	28.66	S23°56'06"W
L42	8.75	S44°10'14"E
L43	28.31	N85°39'17"E
L44	27.98	S42°19'02"E
L45	15.74	S04°39'43"E
L46	8.75	S45°13'07"W
L47	24.89	S52°28'28"E
L48	21.06	S51°58'52"W
L49	19.54	N72°30'37"E
L50	17.74	N61°48'29"E
L51	22.17	N73°56'16"E
L52	26.77	N47°37'41"E
L53	31.84	N08°59'03"E
L54	19.10	N01°24'36"W
L55	27.27	N27°42'31"W
L56	32.08	N12°35'58"E
L57	30.70	N07°54'49"E
L58	34.94	N82°52'40"E

LEGAL DESCRIPTION:

Parcel B of TURTLE CREEK CAMPGROUND in Section 29–19–17
Commence at the SE corner of Section 29, Township 19 South, Range 17 East, thence N 0° 01' 20" E along the East line of said Section 29 a distance of 1392.93 feet to a point on the Northerly right of way line of a County Road, said point being 60 feet from, measured at a right angle to, the centerline of said County Road, thence S 61° 01' 48" W along said right of way line a distance of 757.20 feet to the POINT OF BEGINNING. said point being on the East line of Lot 50, Homosassa Company's Subdivision of Section 29, Township 19 South, Range 17 East, as recorded in Plat Book 1, page 5, Public Records of Citrus County, Florida, thence N 0° 01' 51" W along said East line a distance of 322.11 feet to the NE corner of said Lot 50, thence N 88° 06' 54" W along the North line of said Lot 50 a distance of 410.24 feet, more or less, to the waters of a canal known as Turtle Creek, thence along said waters the following courses and distances:
S 67° 24' 02" E 45.33 feet, thence S 48° 16' 38" E 155.99 feet, thence S 34° 38' 10" E 131.52 feet, thence S 20° 50' 22" E 180.50 feet to a point on said Northerly right of way line, thence N 61° 01' 48" E along said right of way line a distance of 129.11 feet, more or less, to the POINT OF BEGINNING.

AND

Begin at the NE corner of Lot 50, Homosassa Company's. subdivision of Section 29, Township 19 South, Range 17 East, as recorded in Plat Book 1, page 5, Public Records of Citrus County, Florida, thence N 88° 06' 54" W along the North line of said Lot 50 a distance of 437 feet, thence N 62° 51' 06" E 153.82 feet, thence S 88°11' 27" E 300 feet to a point on a Northerly projection of the East line of said Lot 50, thence S 0° 01' 51" E along said Northerly projection a distance of 75.09 feet

FLOOD STATEMENT:

The land bound by this survey is located in Flood Zone AE with a base flood elevation of 8.0 feet NAVD 88, per Flood Insurance Rate Map number 12017C 0311D, EFFECTIVE DATE: 09-26-2014

WETLAND DELINEATION NOTE:

The wetland lines were flaged on 08-31-2018 by George K. Foster, P.G., CREATIVE ENVIRONMENTAL SOLUTIONS, INC..

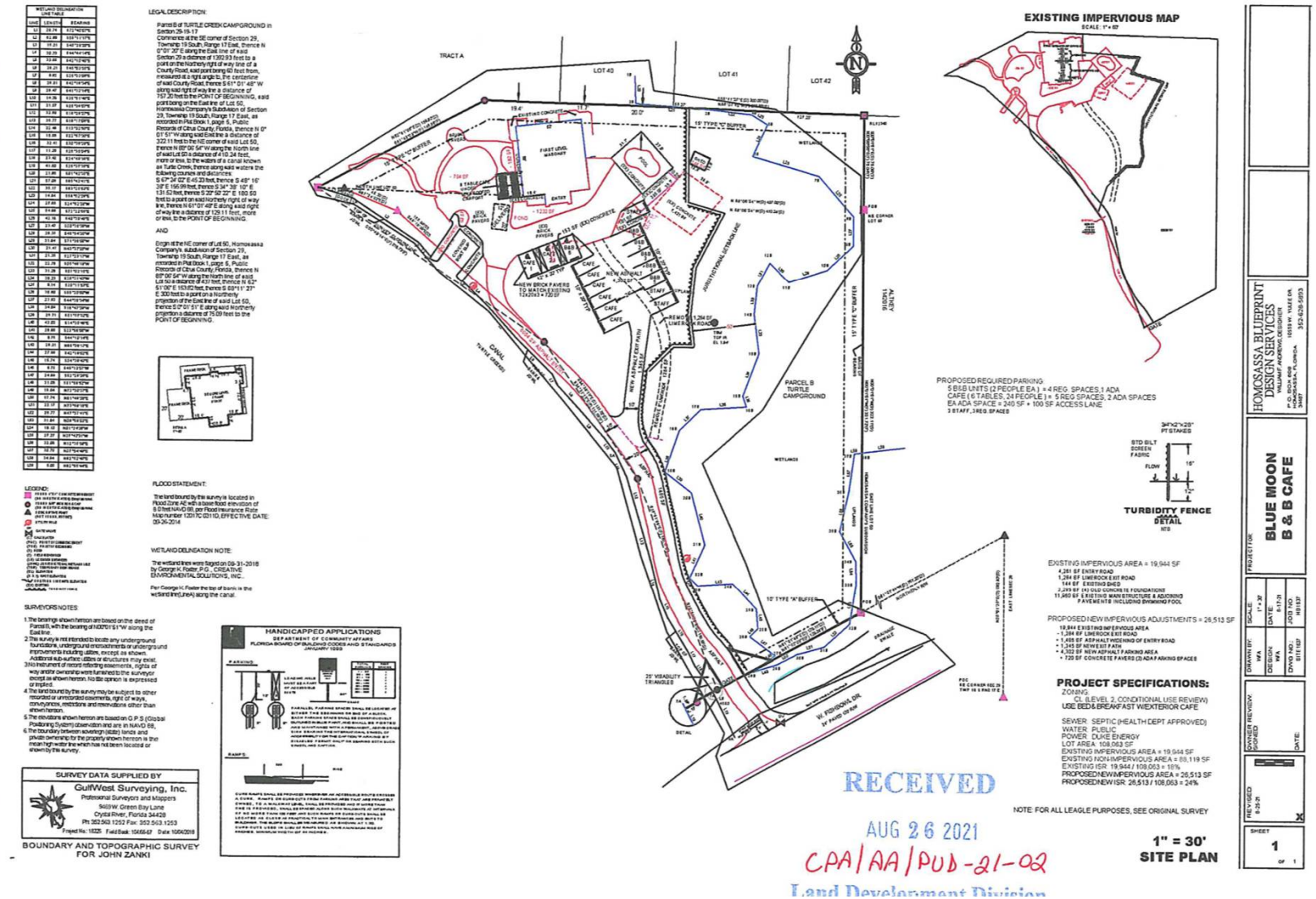
Per George K. Foster the top ob bank is the wetland line(LineA) along the canal.

SURVEYORS NOTES:

1. The bearings shown hereon are based on the deed of Parcel B, with the bearing of N00°01'51"W along the East line.
2. This survey is not intended to locate any underground

LEGEND:
- FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) Except as noted.
- FOUND 5/8" IRON ROD & CAP (NO IDENTIFICATION) Except as noted.
- DESCRIPTIVE POINT (NOT FOUND, NOT SET)
- UTILITY POLE
- GATE VALVE
- (C) CALCULATED
- (POC) POINT OF COMMENCEMENT
- (POB) POINT OF BEGINNING
- (D) DEED

Attachment: Coordinator PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)



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AUG 26 2021
CPA/AA/PUD-21-02
Land Development Division

Attachment: Coordinator PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239 Fax (352) 527-5428
Toll Free (352) 489-2120 TTY (352) 527-5312
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: CPA/AA/PUD-21-02 Date: 8/20/2020
* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: John & Cynthia Zanki
Address: 10137 W. Fishbowl Dr.
City: Homosassa
State: Florida Zip: 34448
Home No.: Cell No.: 352-509-0607
Work No.: Fax No.:
Email: mightygoat@live.com

Property Owner
Name: (Same)
Address:
City:
State: Zip:
Home No.: Cell No.:
Work No.: Fax No.:
Email:

Property Description: Section: Township: South Range: East
Legal Description:
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 2279966 Parcel ID:
Acreage:

_____ New Planned Unit Development
_____ Amendment to a Previously Approved Planned Development Previous Application No.: CPA-21-02

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): N/A

Directions to Property: Across the Street From Tenduondi Mobile Home Park on Fishbowl Drive

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: John Zanki & Cynthia Zanki

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 Mr. & Mrs. Zanki, who is personally known to me or provided NJ Driver's License as identification and who did not take an oath.
WITNESS my hand and official seal this 23rd day of August 2021

Meghan Mersinger
Printed Name
Notary Public - State of ~~Florida~~ New Jersey

Seal

MEGHAN A. MERSINGER
NOTARY PUBLIC OF NEW JERSEY
Commission # 50101559
My Commission Expires 5/1/2024

For Staff Use Only
Date:
Time:
Initials:
ATF:
QTR:
LUD:
FLUM Des:
FZ:

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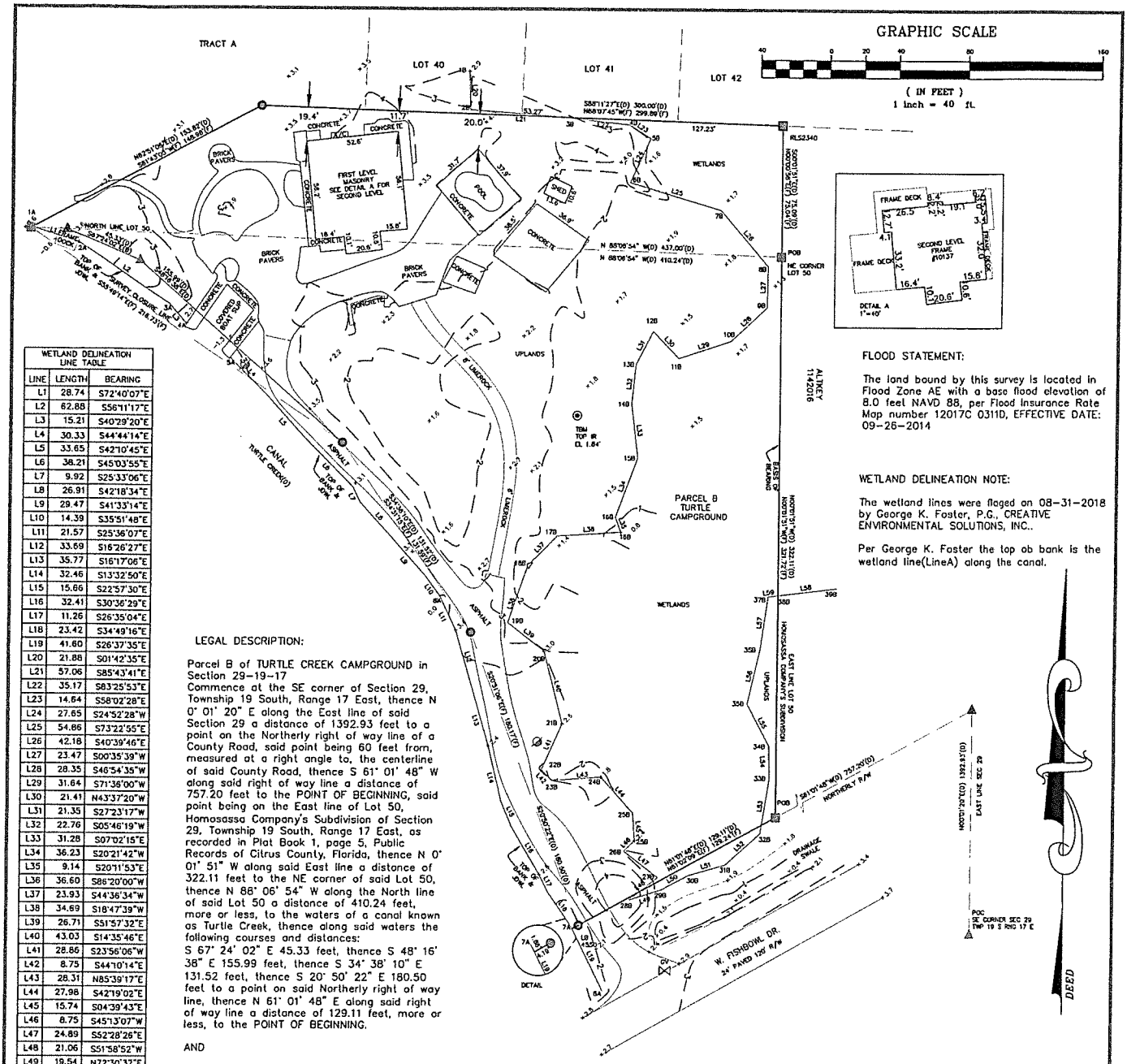
AUG 26 2021
CPA/AA/PUD-21-02
Land Development

Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)



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WETLAND DELINEATION NOTE:

The wetland lines were flaged on 08-31-2018 by George K. Foster, P.G., CREATIVE ENVIRONMENTAL SOLUTIONS, INC..

Per George K. Foster the top ob bank is the wetland line(LineA) along the canal.

SURVEYORS NOTES:

1. The bearings shown hereon are based on the deed of Parcel B, with the bearing of N00°01'51"W along the East line.
2. This survey is not intended to locate any underground foundations, underground encroachments or underground improvements including utilities, except as shown. Additional sub-surface utilities or structures may exist.
3. No instrument of record reflecting easements, rights of way and/or ownership were furnished to the surveyor except as shown hereon. No title opinion is expressed or implied.
4. The land bound by this survey may be subject to other recorded or unrecorded easements, right of ways, conveyances, restrictions and reservations other than shown hereon.
5. The elevations shown hereon are based on G.P.S.(Global Positioning System) observation and are in NAVD 88,
6. The boundary between soveriegn (state) lands and private ownership for the property shown hereon is the mean high water line which has not been located or shown by this survey.

LEGEND:
- FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) Except as noted.
- FOUND 5/8" IRON ROD & CAP (NO IDENTIFICATION) Except as noted.
- DESCRIPTIVE POINT (NOT FOUND, NOT SET)
- UTILITY POLE
- GATE VALVE
- (C) CALCULATED
- (POC) POINT OF COMMENCEMENT
- (POB) POINT OF BEGINNING
- (D) DEED
- (F) FIELD MEASURED
- (LB) LICENSED BUSINESS
- (JDWL) JURISDICTIONAL WETLAND LINE
- (TBM) TEMPORARY BENCHMARK
- (EL) ELEVATION
- (x 3.1) SPOT ELEVATION
- CONTOUR LINE WITH ELEVATION

Wallace L. Higgins, P.S.M. for GulfWest Surveying, Inc.
Florida Surveyor and Mapper registration no. 5832
Florida licensed business number 7314
Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

BOUNDARY AND TOPOGRAPHIC SURVEY
FOR JOHN ZANKI

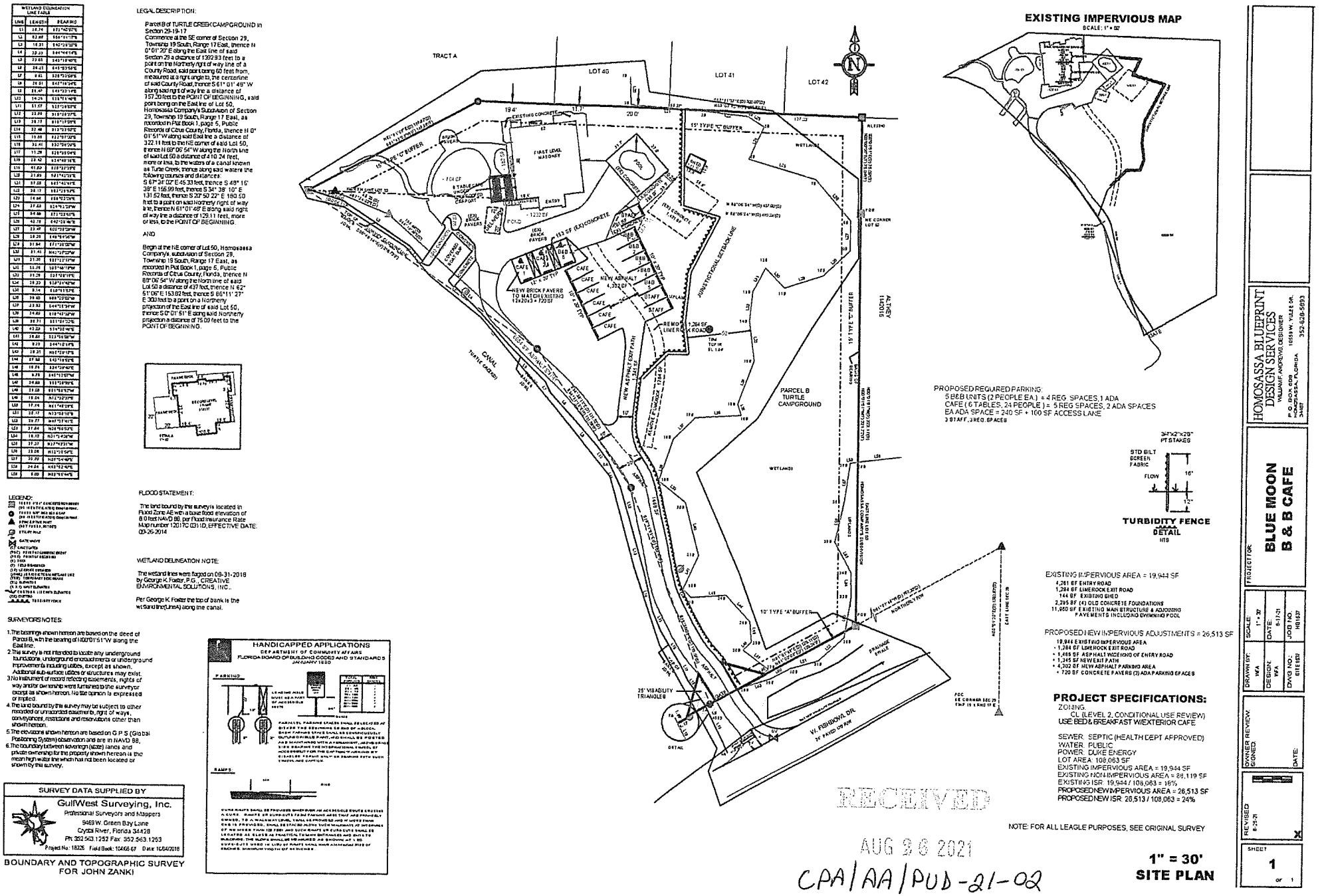
CITRUS COUNTY, FLORIDA

Project No.: 18226	Field Book: 104/66-67	Date: 10/04/2018
Scale: 1"= 40'	Field Date: 09-24-2018	Sheet: 1 of 1

GulfWest Surveying, Inc.
Professional Surveyors and Mappers
9469 W. Green Bay Lane
Crystal River, Florida 34428
Ph: 352.563.1252 Fax: 352.563.1253

Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02- John and Cynthia Zanki)

CPA/AA-21



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CPA/AA/PUD-21-02
Land Development Division

Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070
Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION

Application No.: CPA/AA-21-02 Date: Sep 21, 2020
* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: John & Cynthia Zanki
Address: 10137 W. Fishbowl Drive
City: Homosassa
State: Florida Zip: 34448
Home No.: Cell No.: 352-509-0607
Work No.: 352-621-1160 Fax No.:
Email: mightygoat@live.com

Property Owner
Name: John & Cynthia Zanki
Address: 495 E Veterans Hwy
City: Jackson
State: NJ Zip: 08527
Home No.: Cell No.: 352-509-0607
Work No.: Fax No.:
Email: mightygoat@live.com

Property Description: Section: Township: South Range: East
Legal Description:
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 2279966 Parcel ID:
Acreage:

_____ New Planned Unit Development (PUD)
_____ Amendment to Previously Approved PUD/PD Previous Application No.: No
Land Development Code Atlas Designation From: CLR To: CLC
Generalized Future Land Use Map Designation From: To:

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): N/A
Located off of Fishbowl Drive accross from the Homosassa RV Resort.
Directions to Property:

The Applicant is: (Owner of Tract) _____ Agent for Property Owner
One-Owner Among Several Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting. I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property. I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.
I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: _____

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 Zanki, who is personally known to me or provided _____ as identification and who did not take an oath. WITNESS my hand and official seal this 13 day of November, 2020

Daniel Dunn
Printed Name
Notary Public - State of Florida New Jersey

Seal

DANIEL J. DUNN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/30/2021

Date: _____
Time: _____
Initials: _____

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

GFLUM Des: _____
FZ: _____

CPA/AA-21-02

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Web Address: www.citrusbocc.com

REQUIRED INFORMATION FOR A COMPREHENSIVE PLAN AMENDMENT

Applicants are encouraged to schedule a pre-application conference before submitting an application. Assistance and information on the following can be obtained at that time.

ALL applications for amendment to the Citrus County Comprehensive Plan are required to include the following information. Failure to do so will result in a delay of processing the application.

✓ 1. A completed Comprehensive Plan application form. (Included in this packet.)

2. If this application is for an amendment to the County's FLUM map(s), a complete legal description must be attached.

✓ 3. If this application is for an amendment to the County's map(s), proof of ownership shall be provided.

✓ 4. If this application is for an amendment to the County's map(s), a certified boundary survey must be submitted. The survey must show all areas that have been identified as wetlands by Southwest Florida Water Management District (SWFWMD), Department of Environmental Protection (DEP), or US Army Corp of Engineers.

5. If this application is for an amendment to the **text** of the County's Comprehensive Plan, the proposed new text must be submitted. Attach the proposed text on a separate page(s).

6. If this application is for an amendment to the County's maps(s), what is the proposed new land use designation for the property? (i.e. GNC, MDR, IND, etc.).

   Designation: Coastal Lake Commercial CLC

7. A map shall be submitted that shows all of the following:
   a. The boundary of the property plus all surrounding streets and roads. Fishbowl Drive (only)
   b. The existing use of the property and the surround properties. Letter explaining
   c. The designation of the existing property and the surrounding properties as it appears on the Future Land Use Map (FLUM). Letter explaining
   d. The designation of the existing property and the surrounding properties as it appears on the Land Development Code Atlas. Letter Explaining.

8. Letters from public facilities to the property and how much of a demand on those facilities this proposed change would create shall be submitted, or other explanation provided: .

   Sanitary Sewer: Letter Does included Depart of Health. Does For Utility Planning & Engineering Director

   Potable Water: Letter Does ① Water Company Special Water Distr
   ② Letter Duke Energy
   ③ Florida Public Utilities

CPA/AA-21-02

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Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070
Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

Drainage: Department of Health Letter/Docs

Solid Waste: Department of Health Docs included

9. Are there any anticipated impacts on Affordable Housing in Citrus County? ____Yes X No
If YES, describe what the impacts are anticipated to be and how you plan to address them.

10. Is this amendment compatible with the objectives and policies of the Future Land Use Element and other elements that may be affected by this proposed change? X Yes ____No

11. Briefly describe those objectives and policies that pertain to this application and how this proposal is compatible or is not compatible with them.

Objective: To Apply for CLC (Neighborhood Commerical) (Open air Cafe) we are Currently operational as a Bed & Breakfast and there will be no expansion of Sources or Buildings. The open air Cafe will help us Sell to the Public and Comply with Seperation of Customers.

Policy: # 2410. Coastal & Lake Commercial District CLC

Objective:

Policy:

Policy:

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

CPA/AA-21-

Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Land Deployment division
3600 W. Sovereign Path
Suite 140,
Lecanto, FL
34461-8070

November 13, 2020

To Whom it May Concern,

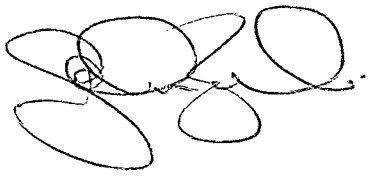
Blue Moon Bed and Breakfast has been in operation for 20 years in Homosassa Florida. We offer lodging and meals to our guests currently. We would like to offer Café type meals to the public (coffee, cake, sandwich) and would be applying for Coastal Lake Commercial (open Air Café) . We are requesting this change to supplement our incoming in these change times.

Pertaining to the application Package we listed below what we correctly obtained and answered the question to the best ability.

1. Application notarized/ completed
2. Legal Descriptions / Copy of Deed included
3. Proof of owner ship/ tax forms included
4. Survey/ included
5. N/A
6. The facilities exist and will not we change anything to service the outside Café
7. A. One road excesses the Blue Moon, no other road surround the property, entry if from Fishbowl Drive with a 20 foot entry driveway.
   B. CLR with a conditional use in effect that gives us permission to rent rooms/ cook food/and serve food to our guests.
   C Surrounding properties/ South West side trailer park (Manatee Camp ground and Pub) /South side is another trailer (Homosassa RV resort). NW all heavily wooded area not developed that is CLR.
   D. Operating under the Conditional Use as a Bed and Breakfast.
8. Letters from Public utilizes / included are Department of Water resources/ Homosassa special water district/ Florida public utilities Gas/Duke energy.
9. Affordable housing / no
10. Future land use element/ possibly yes
11. objectives and policies:

To apply for CLC (open Air Café) We currently operational as bed and breakfast and there will be no expansion of services and no new building is required. We are looking to open to the general public into an open Air Café this will help us with business in these trying times...

If there is any other information please contact me directly:
John Zanki
352 509 0607 cell



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BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
3600 W. Sovereign Path, Ste. 291
Lecanto, Florida 34461-9014

Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

To: Joe Hochadel, Planner II, Land Development

From: Tina Malmberg, Director, Utility Planning & Engineering

Date: September 22, 2020

RE: **Alt Key # 2279966 – Sewer Connection**

Staff has reviewed the above referenced property and have determined that mandatory sewer connection is not required from the subject site.

If you have any question or concerns, please feel free to contact me at 352-527-7616 or email Christina.malmberg@citrusbocc.com.

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Homosassa Special Water District

PO Box 195
Homosassa, FL 34487

Business Hours: 7:00 AM - 5:30 PM, Monday - Thursday
Excepting Holidays
Phone (352) 628-3740 hswd@tampabay.rr.com Fax (352) 628-4865

07/21/2020

John or Cynthia Zanki
995 E Veterans Hwy
Jackson, NJ 08527

RE: Letter of Commitment for:
10137 W Fishbowl Dr
Homosassa, Florida

Dear Mr & Mrs Zanki,

The Homosassa Special Water District is the water provider for the area. Our system currently has the ability to provide sufficient water under our CUP permit issued by SWFWMD and the design flow of the District's water treatment plants. There is an existing 6" water main in the right of way, on Fishbowl at the location of the proposed development.

Should you have any questions regarding this matter, please feel free to contact me at the District office during business hours.

Sincerely,

Teresa Olds,

Office Manager

Homosassa Special Water District

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Community Development Division

CPA/AA-[illegible]

Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

DBPR HR-7011 – Division of Hotels and Restaurants Water and Wastewater Approval

02-0718 EC

Florida's Future... DBPR Right Here, Right Now.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

850.487.1395
callcenter@dbpr.state.fl.us
www.MyFlorida.com/dbpr

For Office Use Only
Log Number
File Number

NOTE – This form must be submitted as part of a plan review application packet. Your utility provider(s) must complete this form. A copy of the utility bill for the establishment address may be substituted for this form. Please return the form or its equivalent with your plan review application to your local district office.

SECTION 1 – ESTABLISHMENT INFORMATION

Establishment Name: Blue Moon Bed + Breakfast, inc.

Address: 10137 W. Fishbowl Dr.

City: Homosassa | County: Citrus | Zip Code: 34448

SECTION 2 – WATER

The above-named food service establishment uses the following water supply (choose one type):

☑ **Municipal Water** | Name of Supplier: Homosassa Special Water District

☐ **On-site Well System** | Permit No. | Issued by

☐ Establishment served by a 10D-4, FAC. limited use public water system.
☐ Establishment served by a Florida Safe Drinking Water Act (DEP regulated) public water system

APPROVED OR DENIED?

☐ **Approved** | **Comments**

☐ **Denied (reason listed in Comments section)**

Name | Title

Agency

Signature | Date

SECTION 3 – WASTEWATER

The above-named food service establishment uses the following wastewater disposal system (choose one type):

☐ **Municipal/Utility** | Name of System: Blue Moon

☒ **Septic Tank** | Permit No. 02-0718 EC | Tank Size (gallons): 1250 | Drainfield Size (square feet): 756

☐ **Package Sewer Plant** | Permit No. | Issued By

APPROVED OR DENIED?

☑ **Approved**
☐ Single Service Utensils Only
☐ Number of Seats Permitted
☐ Other Conditions (see comments)

Comments: 5 Room Bed & Breakfast

☐ **Denied (reason listed in Comments section)**

Name: Paul Nardy | Title: Engineer II

Agency: Department of Health

Signature: Paul Nardy | Date: 4-29-05

2004 January 6 | This form replaces DBPR Form HR 5021-095 | Page 1 of 1

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BK 1435 PG 1032

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 20th day of June, 2001 by T. A. Radloff, a single man who is personally known to me or who produced FLORIDA DRIVERS LIC. *as identification and who did/did not take an oath.*

Julia G. Hudson
Notary Public
My Commission Expires:

[seal]

JULIA G. HUDSON
Notary Public, State of Florida
My Comm. Exp. June 10, 2002
Comm No CC 74114/

FLOOD HAZARD WARNING

THIS PROPERTY MAY BE SUBJECT TO FLOODING

SCHEDULE A
"Description of Property"

Parcel B of Turtle Creek Campground in Section 29-19-17
Commence at the SE corner of Section 29, Township 19 South, Range 17 East, thence N 0 deg. 01' 20" E along the East line of said Section 29 a distance of 1392.93 feet to a point on the Northerly right of way line of a County Road, said point being 60 feet from, measured at a right angle to, the centerline of said County Road, thence S 61 deg. 01' 48" W along said right of way

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05/09/2002 09:31 3526211275 FERRELLS SEPTIC SERV PAGE 01

Att Paul

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM
EXISTING SYSTEM AND SYSTEM REPAIR EVALUATION

PERMIT # _____

APPLICANT: John Zanki

CONTRACTOR / AGENT: Ferrells Septic

LOT: _____ BLOCK: _____ SUBDIV: _____ ID#: _____

TO BE COMPLETED BY FLORIDA REGISTERED ENGINEER, DEPARTMENT EMPLOYEE, SEPTIC TANK CONTRACTOR OR OTHER CERTIFIED PERSON. SIGN AND SEAL ALL SUBMITTED DOCUMENTS. COMPLETE ALL APPLICABLE ITEMS. COMPLETE TANK CERTIFICATION BELOW OR ATTACH LETTER FROM A PERMITTED SEPTAGE DISPOSAL SERVICE.

EXISTING TANK INFORMATION

1230 GALLONS SEPTIC TANK/GPD ADD LEGEND: _____ MATERIAL: _____ BAFFLED: [Y / N]
[ ] GALLONS SEPTIC TANK/GPD ADD LEGEND: _____ MATERIAL: _____ BAFFLED: [Y / N]
[ ] GALLONS GREASE INTERCEPTOR LEGEND: _____ MATERIAL: _____
[ ] GALLONS DOSING TANK LEGEND: _____ MATERIAL: _____ # PUMPS: [ ]

I CERTIFY THAT THE ABOVE NOTED TANKS WERE PUMPED ON __/__/__, HAVE THE VOLUMES SPECIFIED, ARE STRUCTURALLY SOUND, AND HAVE A [SCUM DEFLECTION DEVICE / OUTLET FILTER DEVICE] INSTALLED.

David Caldwell — Ferrells Septic — 4-2-02
SIGNATURE OF LICENSE CONTRACTOR — BUSINESS NAME — DATE

EXISTING DRAINFIELD INFORMATION

[ ] SQUARE FEET PRIMARY DRAINFIELD SYSTEM NO. OF TRENCHES [ ] DIMENSIONS: ____ X ____
[ ] SQUARE FEET _____ SYSTEM NO. OF TRENCHES [ ] DIMENSIONS: ____ X ____
TYPE OF SYSTEM: [ ] STANDARD [ ] FILLED [ ] MOUND [ ] _____
CONFIGURATION: [ ] TRENCH [ ] BED [ ] _____
DESIGN: [ ] HEADER [ ] D-BOX [ ] GRAVITY SYSTEM [ ] DOSED SYSTEM
ELEVATION OF BOTTOM OF DRAINFIELD IN RELATION TO EXISTING GRADE _____ INCHES [ABOVE / BELOW]

SYSTEM FAILURE AND REPAIR INFORMATION

[ ] SYSTEM INSTALLATION DATE TYPE OF WASTE [ ] DOMESTIC [ ] COMMERCIAL
[ ] GPD ESTIMATED SEWAGE FLOW BASED ON [ ] METERED WATER [ ] TABLE 1, 64E-6, FAC

SITE CONDITIONS: [ ] DRAINAGE STRUCTURES [ ] POOL [ ] PATIO / DECK [ ] PARKING [ ] SLOPING PROPERTY [ ] _____

NATURE OF FAILURE: [ ] HYDRAULIC OVERLOAD [ ] SOILS [ ] MAINTENANCE [ ] SYSTEM DAMAGE [ ] DRAINAGE / RUN OFF [ ] ROOTS [ ] WATER TABLE [ ] _____

FAILURE SYMPTOM: [ ] SEWAGE ON GROUND [ ] TANK [ ] D BOX/HEADER [ ] DRAINFIELD [ ] PLUMBING BACKUP [ ] _____

REMARKS/ADDITIONAL CRITERIA _____

SUBMITTED BY: Ferrells Septic TITLE/LICENSE _____ DATE: _____

DH 4015, 10/96 (Previous Editions may be used) MAY - 9 2002 Page 4 of 4

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE DISPOSAL SYSTEM
SITE EVALUATION AND SYSTEM SPECIFICATIONS

PERMIT # 02-178

APPLICANT: Blue Moon B&B AGENT: Johy Zanki

LOT: B BLOCK: SUBDIVISION: Humphreys Co. / Tinnth Creek

PROPERTY ID #: [Section/Township/Range/Parcel No. or Tax ID Number]

TO BE COMPLETED BY ENGINEER, HEALTH UNIT EMPLOYEE, OR OTHER QUALIFIED PERSON. ENGINEER'S MUST PROVIDE REGISTRATION NUMBER AND SIGN AND SEAL EACH PAGE OF SUBMITTAL. COMPLETE ALL ITEMS.

PROPERTY SIZE CONFORMS TO SITE PLAN: [✓] YES [ ] NO NET USABLE AREA AVAILABLE: 9 ACRES
TOTAL ESTIMATED SEWAGE FLOW: 600 GALLONS PER DAY [RESIDENCES-TABLE 1 / OTHER-TABLE 2]
AUTHORIZED SEWAGE FLOW: 3500 GALLONS PER DAY [1500 GPD/ACRE OR ~~2500 GPD/ACRE~~]
UNOBSTRUCTED AREA AVAILABLE: 30000+ SQFT UNOBSTRUCTED AREA REQUIRED: 1500 SQFT

BENCHMARK/REFERENCE POINT LOCATION: Tank Lid
ELEVATION OF PROPOSED SYSTEM SITE IS 0 [INCHES/FT] [~~ABOVE/BELOW~~] BENCHMARK/~~REFERENCE POINT~~

THE MINIMUN SETBACK WHICH CAN BE MAINTAINED FROM THE PROPOSED SYSTEM TO THE FOLLOWING FEATURES:
SURFACE WATER: — FT DITCHES/SWALES: — FT NORMALLY WET? [ ] YES [ ] NO
WELLS: PUBLIC: — FT LIMITED USE: — FT PRIVATE: — FT NON-POTABLE: — FT
BUILDING FOUNDATIONS: — FT PROPERTY LINES: 5 FT POTABLE WATER LINES: — FT

SITE SUBJECT TO FREQUENT FLOODING: [ ] YES [✓] NO 10 YEAR FLOODING? [ ] YES [✓] NO
10 YEAR FLOOD ELEVATION FOR SITE: — FT MSL/NGVD SITE ELEVATION: — FT MSL/NGVD

SOIL PROFILE INFORMATION SITE 1

Munsell #/Color	Texture	Depth
10YR 7/4	FS	0 to 10
10YR 7/1	FS	10 to 30
Too Wet		30 to —
		to
		to
		to
		to
		to
		to

USDA SOIL SERIES: Hallandale

Henry Rafts

SOIL PROFILE INFORMATION SITE 2

Munsell #/Color	Texture	Depth
10YR 7/4	FS	0 to 10
7/1	FS	10 to 30
Too Wet		30 to
		to
		to
		to
		to
		to
		to

USDA SOIL SERIES: Hallandale

OBSERVED WATER TABLE: 24 INCHES [ABOVE / BELOW] EXISTING GRADE. TYPE: [PERCHED / APPARENT]
ESTIMATED WET SEASON WATER TABLE ELEVATION: 20 INCHES [ABOVE / BELOW] EXISTING GRADE.
HIGH WATER TABLE VEGETATION: [✓] YES [ ] NO MOTTLING: [ ] YES [✓] NO DEPTH: — INCHES

SOIL TEXTURE/LOADING RATE FOR SYSTEM SIZING: 0.86 FS DEPTH OF EXCAVATION: — INCHES
DRAINFIELD CONFIGURATION: [✓] TRENCH [ ] BED [✓] OTHER (SPECIFY) Mound
REMARKS/ADDITIONAL CRITERIA: Need to Add 525 to Filter
Seguine Muckbe Lib (2) 4" Cover prior existing 23" Marl 4" Cover
drainfield

SITE EVALUATED BY: Frank Rhea DATE: 5-702

DH 4015, 10/96 (Replaces HRS-H Form 4015 [Page 3] which may be used)
(Stock Number 5744-003-4015-1)

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02-0718EC

FLORIDA DEPARTMENT OF HEALTH

Jeb Bush
Governor

Robert G. Brooks, M.D.
Secretary

PROPOSED SITE INFORMATION

All Items Must be Completed in Order to Process Application:

Owner Authorization required, if not a licensed building contractor.

Complete legal description (subdivision, lot & block or Section Township & Range).

Type of application (new, repair, existing) & type of residence (i.e., single family, duplex, etc.). Flags need to be put out within 24 hours.

Building area (square footage/less garage & fully screened porches, etc.).

Proof of ownership - Need floor plan of structure.

Complete directions to the lot (a map would be helpful).

SITE PLAN (See Example on back)

1. Is there any slope to your lot? If yes, is it Slight____Moderate____or Severe____ Yes___ No X
2. Are there any public wells within 200' of your lot? Yes___ No X
3. Are there any existing or proposed wells within 75' of your lot? Yes___ No X
4. Are there any lakes, streams, canals, or standing bodies of water within 75' of your lot? Yes X No___
5. Are there any easements on your property? Yes___ No X
6. Are there any drainage features (i.e. ditches, swales, drainage retention areas, etc.) on or within 75' of your lot? Yes___ No X

NAME: JOHN & CINDI ZANKI

TITLE: OWNER

DATE: 4-22-02 TELEPHONE # 800-563-9166 work
352-212-2930 cell

If you answered "yes" to any of the above questions, please draw and locate on the Attached site plan. (Copy included)

Citrus County Environmental Health
3600 West Sovereign Path • Suite 125 • Lecanto, FL 34461
(352) 527-5295 • FAX (352) 527-5316

Marybeth Nayfield, ARNP • Administrator

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM
EXISTING SYSTEM AND SYSTEM REPAIR EVALUATION

PERMIT # 02-0718E

APPLICANT: Blue Moon Bed & Breakfast

CONTRACTOR / AGENT:

LOT: B BLOCK: SUBDIV: Homespun Company ID#:

TO BE COMPLETED BY FLORIDA REGISTERED ENGINEER, DEPARTMENT EMPLOYEE, SEPTIC TANK CONTRACTOR OR OTHER CERTIFIED PERSON. SIGN AND SEAL ALL SUBMITTED DOCUMENTS. COMPLETE ALL APPLICABLE ITEMS. COMPLETE TANK CERTIFICATION BELOW OR ATTACH LETTER FROM A PERMITTED SEPTAGE DISPOSAL SERVICE.

EXISTING TANK INFORMATION 446'

( ) GALLONS SEPTIC TANK/GPD ATU LEGEND: MATERIAL: Fiberglass BAFFLED: (Y / N)
( ) GALLONS SEPTIC TANK/GPD ATU LEGEND: MATERIAL: BAFFLED: (Y / N)
( ) GALLONS GREASE INTERCEPTOR LEGEND: MATERIAL:
( ) GALLONS DOSING TANK LEGEND: MATERIAL: # PUMPS: ( )

I CERTIFY THAT THE ABOVE NOTED TANKS WERE PUMPED ON ___/___/___, HAVE THE VOLUMES SPECIFIED, ARE STRUCTURALLY SOUND, AND HAVE A [SOLIDS DEFLECTION DEVICE / OUTLET FILTER DEVICE] INSTALLED.

SIGNATURE OF LICENSED CONTRACTOR BUSINESS NAME DATE

EXISTING DRAINFIELD INFORMATION

(220) SQUARE FEET PRIMARY DRAINFIELD SYSTEM NO. OF TRENCHES (3) DIMENSIONS: 40 X 2, 40 X 2, 30 X 2
( ) SQUARE FEET SYSTEM NO. OF TRENCHES ( ) DIMENSIONS: X
TYPE OF SYSTEM: ( ) STANDARD (X) FILLED ( ) MOUND ( )
CONFIGURATION: ( ) TRENCH ( ) BED ( )
DESIGN: (X) HEADER ( ) D-BOX (X) GRAVITY SYSTEM ( ) DOSED SYSTEM
ELEVATION OF BOTTOM OF DRAINFIELD IN RELATION TO EXISTING GRADE 10 INCHES [ABOVE / BELOW] Top of Mound

SYSTEM FAILURE AND REPAIR INFORMATION

( ) SYSTEM INSTALLATION DATE TYPE OF WASTE (X) DOMESTIC ( ) COMMERCIAL
( ) GPD ESTIMATED SEWAGE FLOW BASED ON ( ) METERED WATER (X) TABLE 1, 64E-6, FAC

SITE CONDITIONS: ( ) DRAINAGE STRUCTURES ( ) POOL ( ) PATIO / DECK ( ) PARKING ( ) SLOPING PROPERTY ( )

NATURE OF FAILURE: ( ) HYDRAULIC OVERLOAD ( ) SOILS ( ) MAINTENANCE ( ) SYSTEM DAMAGE ( ) DRAINAGE / RUN OFF ( ) ROOTS ( ) WATER TABLE (X) N/A

FAILURE SYMPTOM: ( ) SEWAGE ON GROUND ( ) TANK ( ) D BOX/HEADER ( ) DRAINFIELD ( ) PLUMBING BACKUP (X) N/A

REMARKS/ADDITIONAL CRITERIA

SUBMITTED BY: Paul Davis, Paul Davis Inc TITLE/LICENSE Septic Tech DATE: 9/17/02

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Land Development

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GEOFFREY GREENE, CFA
CITRUS COUNTY PROPERTY APPRAISER

*Note * Zoning information should be verified with Development Services. All data contained herein is for assessment purposes only.

PROPERTY RECORD CARD Reported On: Wednesday March 14 2012 10:29 AM 2012 Tax Roll In Work From: WEB

Alternate Key: 2279966

Current Owner:
ZANKI JOHN & CYNTHIA

995 E VETERANS HWY
JACKSON NJ 085275131

Parcel Status: Active
Millage Code: 00WD Homosassa
Zoning: CL Coastal Lakes Low Intensity
Parcel Map Location: Sec: 29 Twp: 19S Rng: 17E

Parcel ID: 29 19S 17E 0010 00500 0010
Neighborhood: 2170
PC Code: 01 Single Family Residential
Subdivision:

Location: 10137 W Fishbowl Dr Homosassa

History of Taxable Value For Altkey 2279966

Tax Year & PC Code	Just Value	Assessed Value	Exempt Value	Taxable Value	Tax Levied	Est. Land Value	Est. Imp. Value	Cost Estimate	Direct Sales Estimate	Income Estimate
2011 01	690,209	690,209	25,000	665,209	10,903.36	380,000	443,008	823,008	834,900	0
2010 01	730,541	690,320	25,000	665,320	10,651.75	380,000	445,420	825,420	877,400	0
2009 39	851,000	685,578	25,000	660,578	10,990.69	450,000	523,840	973,840	0	0
2008 39	862,500	684,894	25,000	659,894	10,883.73	450,000	571,376	1,021,376	0	0
2007 12	887,800	696,500	25,000	671,500	10,989.32	450,000	594,493	1,044,493	0	0
2006 39	866,700	850,600	25,000	825,600	14,038.57	450,000	661,186	1,111,186	0	0
2005 39	497,600	497,600	25,000	472,600	8,836.30	345,000	227,024	572,024	381,300	0
2004 12	287,700	287,700	0	287,700	5,659.25	126,800	211,749	338,549	381,300	0

Special Tax District Info For Altkey 2279966

District		Units	Rate per Unit	Taxable Amount
0030	Solid Waste, Resid Imprvd	1.00	$25.00	$25.00
		Total Special Tax Amount:		$25.00

Sales History For Altkey 2279966

Book Page	Sale Date	Instr. Code	Transfer Code	V/I	Price
1435 1031	JUN / 2001	00 Warranty Deed	0 None	I	$313,000
0610 0041	JAN / 1983	17 Undefined	0 None	V	$8,000
0589 0111	DEC / 1981	09 Undefined	0 None	V	$100

Geneology For Altkey 2279966

Subject AK	Subject Status	Trans Type	Related Altkey	Related Status	Effective Date
2279966	Active	Split from Rel AK	2264888	Combined	06 Jan 1982

Land Description For Altkey 2279966

PARCEL B OF TURTLE CREEK CAMPGROUND IN SEC 29-19-17: COM AT SE COR OF SEC 29-19-17 TH N 0DEG 01M 20S E AL E LN OF SD SEC 29 1392.93 FT TO A PTON THE N'LY R/W LN OF CO RD SD PT BEING 60 FT FROM MEASURED AT A RIGHT ANGLE TO CENTERLINE OF SD CO RD TH S 61DEG 01M 48S W AL SD R/W LN 757.20 FT TO POB SD PT BEING ON E LN OF LT 50 HOMOSASSA CO SUB TH N 0DEG 01M 51S W AL SD E LN 322.11 FT TO N E COR OF SD LT 50 TH N 88DEG 06M 54S W AL N LN OF SD LT 50 410.24 FT MOL TO WATERS OF A CANAL KNOWN AS TURTLE CR

Planning and Building Permits For Altkey 2279966

Permit #	Amount	Issue Date	Occ. #	Occ. Date	Comp Date	Bldg	Construction Description
88113	$5,232	01 Dec 1987			01 Mar 1989	00	ENCLOSE PORCHES ADD SLAB
8900721	$10	01 Sep 1989			01 Dec 1989	00	BOAT HOUSE
35036	$30,784	01 Jan 1983	35036	01 Sep 1983	01 Mar 1989	00	RES
200413850	$0	03 Dec 2004			22 Sep 2005	00	POOL — REMOVING EXISTIN
200902279	$42,000	03 Jun 2009				00	30'x 40' DETACHED TWO STO
200207371	$43,596	26 Feb 2003		25 Aug 2005	22 Sep 2005	00	BED & BREAKFAST CONVERSIO

Land Value Computation & Summary for Altkey 2279966

LL Land Use / Zoning	Actual / Std / Eff Front	Actual / Std Depth	Units/ Adj'd Units	Rate	Adjustments Dpth Siz Loc Shp Phy Lot	TEFU	Value Est
001 0104 Sfr-Cnl	475 0 /0	0/0	475 475		100 100 100 100 80 100	380	HxLink: I

Zone Info: CL Coastal Lakes Low Intensity Type Effective Front Foot LAND NOTES DER

Inspection Data for Altkey 2279966

Appraiser ID: 041 Inspection Date: 23 Jan 2012 Review ID: 028 Review Date: 18 Jun 2008

Notes for Altkey 2279966

BLUE MOON BED & BREAKFAST
PER PET #460 GRANTED HX ON 1288 SQ FT OF HOME PER GG 111005MC. MIS=KITCHEN IN B&B AREA 2ND FLOOR 5/20/10-INCOME OVERRIDE VALUE $815,000(JS). 7/16/10-REMOVED INCOME OVERRIDE FOR 2010-NOT UTILIZED AS BB PER OWNER. (MLA). LOCKED GATE 13-APR-2011 023
C=SENT 2012 ?NAIRE PER ADDR CHG RCVD 120211 TB–PO RETD ?NAIRE AS UNCLAIMED REMAILED REG MAIL 010512 TB VISITED JOB NOT COMPLETE 23-JAN-2012 041 1/23/12-ADDED 13'X10' DUM; ADDED 12'X10' DCM; ADDED 2464' WPF; DELETED 38'X35' CPM/REMOVED(JPC).

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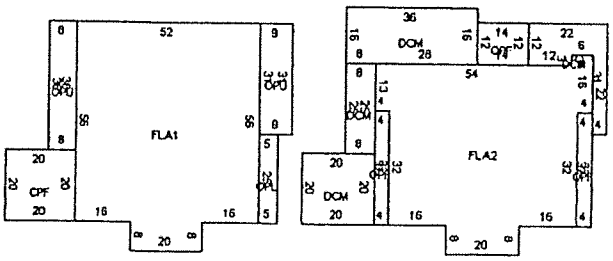
Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Miscellaneous Data for Altkey 2279966

BNbr	MNbr	Type	Description	L	x	W	Units	Type	Grade	Roll Yr	Added	Eff Yr Blt	Life	HX	Repl Cost	Est. Value
01	001	BLT	Boatlift	0	x	0	1	UT	2	1989	1989	1989	20	I		
01	002	BHS	Boathouse	30	x	30	900	SF	1	1990	1989	1989	40	I		
01	003	ELM	Residential Elevator	0	x	0	1	UT	1	2006	2005	2005	20	I		
01	004	MIS	Misc Override	0	x	0	5000	UT	1	2006	2005	2005	0	I		
01	005	CRB	Curbing	0	x	0	300	LF	1	1984	1983	1983	20	I		
01	006	PAV	Paving	350	x	20	7000	SF	1	2006	2005	2005	25	I		
01	007	PAV	Paving	0	x	0	3400	SF	2	2006	2005	2005	25	I		
01	008	PAV	Paving	20	x	20	400	SF	1	2006	2005	2005	25	I		
01	009	PVC	Polyvinyl Chloride Fencing	72	x	6	432	LF	4	2006	2005	2005	40	I		
01	010	PCM	Patio Concrete	36	x	36	1296	SF	1	1984	1983	1983	40	I		
01	011	FPL	FrkInstl Frplc	0	x	0	1	UT	1	2006	2005	2005	40	I		
01	012	POL	Swimming Pool	28	x	14	392	SF	3	2006	2005	2005	40	I		
01	013	DCM	Decking Wood	20	x	20	400	SF	1	2006	2005	2005	25	I		
01	014	DCM	Decking Wood	25	x	8	200	SF	1	2006	2005	2005	25	I		
01	015	DCM	Decking Wood	36	x	16	576	SF	1	2006	2005	2005	25	I		
01	016	DCM	Decking Wood	0	x	0	322	SF	1	2006	2005	2005	25	I		
01	017	DUM	Utily Bldg Fin	13	x	10	130	SF	1	2012	2011	2010	40	I		
01	018	DCM	Decking Wood	12	x	10	120	SF	1	2012	2011	2009	25	I		
01	019	WPF	Wood Privacy Fence	308	x	8	2464	SF	1	2012	2011	2009	10	I		
														Totals:		

Altkey: 2279966 Building ID: 70072 01 of 01 Location: 10137 W Fishbowl Dr Homosassa



Building Characteristics

Occupancy	RESIDENTIAL	Qual Grde	500
Impr Type	R1, Residential Single Family	Condition	3
Arch Code	3, Custom	Econ Obsol	00
Year Built (Act)	1983	Func Obsol	00
Year Built (Eff)	1993	**Building Computations**	
Bedrooms	6	HxLink	I
Bath 2/3/4/X	0/5/1/0		
Elevators	0		
Elev Landings	0		
Fireplaces	1		
Heating	Forced Ducted		
Cooling	Yes		
Perimeter	232		
Total Fnshd Area	5694		
Condo/Villa	/ / /		

Residential Building Section Data for Altkey 2279966 Building 01 of 01

Bldg#	Sec#	Story	Area	Section Type	Wall Type	Foundation	Yr Blt	Eff Yr Blt	Roll Yr
Floor System				*Fuel Type*	*Roof Type*		*Roof Cover*		
01	01	1	3072 FLA Flr Liv Area	32 Concrete Block Stucco	Cont. Footing-Avg.		1983	1993	2006
Conc. Slab				*Electric*	*Gable*		*Asphalt Shingle*		
01	02	1	288 OPU Opn Porch Unfn	01 Not Enclosed	Cont. Footing-Avg.		1983	1993	1984
01	03	1	279 OPU Opn Porch Unfn	01 Not Enclosed	Cont. Footing-Avg.		1983	1993	1984
01	04	1	125 OPU Opn Porch Unfn	01 Not Enclosed	Cont. Footing-Avg.		1983	1993	1984
01	05	1	400 CPF Carport Fin	01 Not Enclosed	Cont. Footing-Avg.		1983	1993	1984
01	06	2	400 DCM Decking-Wood	01 Not Enclosed	None		2005	2005	2006
01	07	2	128 OPF Open Porch Fin	01 Not Enclosed	None		1983	1993	1984
01	08	2	2622 FLA Flr Liv Area	34 Wood Frame Stucco	None		1983	1993	2006
Wood Sub-Floor				*Electric*	*Gable*		*Asphalt Shingle*		
01	09	2	200 DCM Decking-Wood	01 Not Enclosed	None		2005	2005	2006
01	10	2	576 DCM Decking-Wood	01 Not Enclosed	None		2005	2005	2006
01	11	2	168 OPF Open Porch Fin	01 Not Enclosed	None		1983	1993	1984
01	12	2	322 DCM Decking-Wood	01 Not Enclosed	None		2005	2005	2006
01	13	2	128 OPF Open Porch Fin	01 Not Enclosed	None		1983	1993	1984

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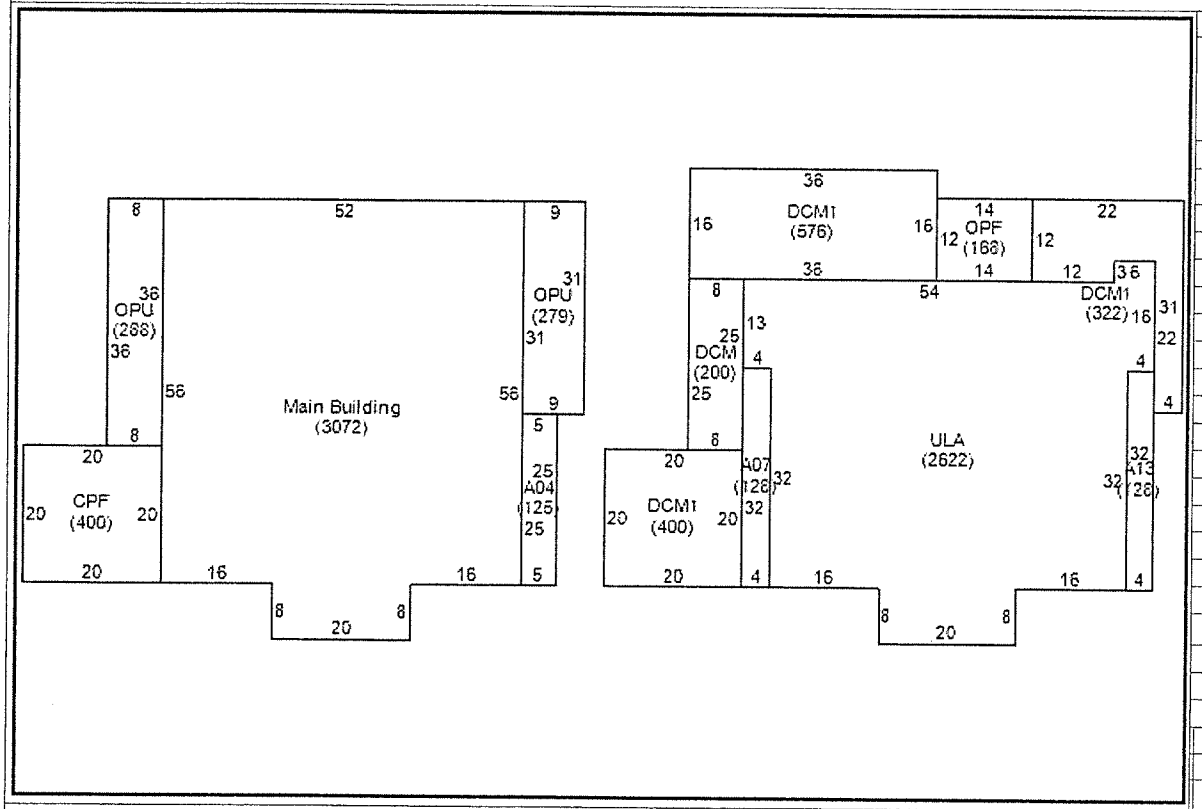
Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Card: 1 of 1 Tax Year: 2020 **CITRUS COUNTY RESIDENTIAL DATA CARD** Print : 07/06/2020 - PSL180 Page: 1 of 3

17E19S290010 00500 0010 ZANKI JOHN 10137 W FISHBOWL DR HOMOSASSA **AK:** 2279966 **PC:** 0100



VALUES	
BLDG & MISC:	
LAND:	
MARKET:	

BUILDING	
Bldgs / SOH:	1 of 1 /
Story Height:	2.00
Style:	3-Custom
Class:	R1
Grade:	500
Remodeled Yr	/
Condition:	AV-Average
Obs Depr:	
Fun Depr:	
Ecn Depr:	
Foundation:	3-Cont. Footing-Avg.
Floor System:	01-Conc. Slab
Roof Type:	01-Gable
Roof Cover:	03-Asphalt Shingle
Ext Wall:	32-Concrete Block Stucc
HVAC:	106-Forced Air Ducted
Fuel:	1-Electric
Bed/Full/Half:	6/6
Adl Fixtures:	1
FP S/O :	1/1
Condo T/L/V:	//
% Good:	76
RCN:	

PARCEL			
APPR:	745	ST: Y	MIL: 00WD
NBHD:	2170	HX:	AG: N
UTILS:	04 /	RD: 01	LOC: A1

BUILDING NOTES

ADDITIONS

CODE	YB / EFF	CD	RY	AREA *
MAIN	1983 1993	AV	06	3,072
OPU	1983 1993		84	288
OPU	1983 1993		84	279
OPU	1983 1993		84	125
CPF	1983 1993		84	400
OPF	1983 1993		84	128
ULA	1983 1993		06	2,622
OPF	1983 1993		84	168
OPF	1983 1993		84	128

UNDER ROOF: *	7,210
BASE:	5,694
EFF AREA:	7,210
TOTAL RCNLD:	

MAIN(A01CR52D56L16D8L20U8L16U56) OPU(A02CD36L8U36R8) OPU(A03R52CR9D31L9U31) OPU(A04D31R52CR5D25L5U25) CPF(A05D56CL20U20R20D20) OPF(A07D56R84CU32R4D32L4) ULA(A08D56R88CU32L4U13R54U3R6D16L4D32L16D8L20U8L16) OPF(A11D11R112CU12R14D12L14) OPF(A13D24R144CD32L4U32R4) DCM1(A113R64D56CU20R20D20L20) DCM1(A114R76D36CU25R8D25L8) DCM1(A115R76D11CU16R36D16L36) DCM1(A116R126D11CU12R22D31L4U22L6D3L12)

Land Development Division

CPA/AA -

Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

To the Department of land Development 12/15/2020

Attn; Miranda

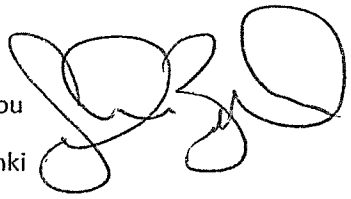
We are current using Waste Pro for the Blue moon Bed and Breakfast inc and we will apply for the outside café and expand there service. We are present waiting for a letter confirming the fact that they can handle our needs.

Waste Pro, 1027 E overdrive circle, Hernando, Florida 34442

Phone number 352 726-7440

Thank you

John Zanki



Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

BRUCE "BEAU" E. KEENE, P.E.
Florida Reg. No. 46831
2670 N. Florida Ave. – Hernando, FL 34442 352.341.1230 cell beaukeene@gmail.com

December 13, 2020

Citrus County Land Development Division
Attn: Miranda Anaya
3600 W. Sovereign Path
Lecanto, FL 34461

RE: Application No. CPA/AA-21-02
John and Cynthia Zanki
Alt. Key 2279966
Stormwater and Solid Waste Concurrency Statements

Dear Ms. Anaya:

In response to your sufficiency determination letter dated December 4, 2020 please accept the following additional information statements regarding stormwater management and solid waste:

STORMWATER MANAGEMENT: A comprehensive Stormwater Management Plan shall be developed for the subject project at the time of site development plan permitting. This system shall be subject to the rules and regulations of all applicable Federal, State, and local agencies with jurisdiction including but not limited to: Citrus County, SWFWMD, and FDEP. The system shall be compatible with the drainage patterns of the adjacent land uses and shall be designed to ensure no surface water is channeled or directed into sinkholes.

The onsite stormwater management improvements shall be owned, operated, and maintained by the property owner in perpetuity. Generally, runoff from improved areas will be directed to onsite normally dry grassy stormwater detention areas via swales and/or storm sewers as applicable. Treatment of the runoff will occur in the detention areas through percolation and evapo-transpiration. The drainage sub-element requirement for Best Management Practices shall be employed for erosion control and to prevent or reduce the movement of sediment, nutrients, pesticides, and other pollutants.

In accordance with County and SWFMWD rules, the post-development peak runoff volume and discharge rates shall not exceed the pre-development amounts for the 25 & 100 year events. To meet these criteria, stormwater attenuation and discharge will be regulated by a baffled water control structure. This structure will consist of a properly-sized weir/bleeder combination to ensure flood protection, system recovery, and maintenance of the existing wet season water table elevation as required. Energy dissipation shall be provided at the outfall to the canal to protect against scour.

The existing drainage pattern follows the lay of the land with no pretreatment prior to entering the canal; future development at this location will require the implementation of current pretreatment techniques as necessary to improve the quality of runoff from this site.

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Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

In accordance with the CCLDC, a 50-foot buffer adjacent to the canal shall be provided as additional protection to our most important resource.

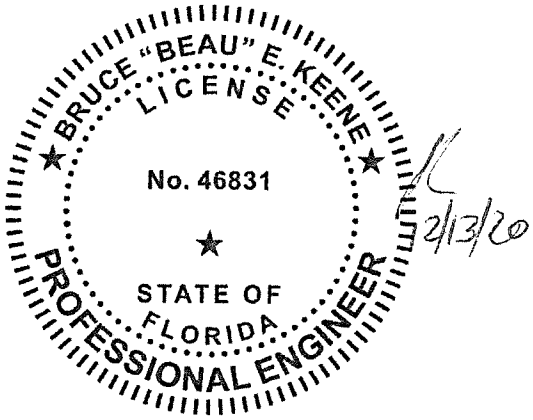
Finally, the approval of this GFLUM Amendment shall be contingent on the stormwater management design satisfying all applicable portions of the Comprehensive Plan's goals, objectives, and policies of the Coastal, Lakes, and River Management Element.

SOLID WASTE: It is anticipated the rezoning of the property will not inhibit the County's ability to meet the Solid Waste Sub-element LOS standard of 4.3 pounds per capita per day for Class 1 waste. The owner commits to participating in a recycling program if offered at this location.

If you have any questions or require additional information, please don't hesitate to contact me.

Respectfully Submitted,

Bruce "Beau" E. Keene, FL. P.E. No. 46831
Registry No. 7812



Attachment: Applicant's submittal (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

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Board of County Commissioners

DEPARTMENT OF DEVELOPMENT SERVICES

Web Address: http://www.bocc.citrus.fl.us • Toll Free (352) 489-2120

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

In reply, refer to: PL2-02-157

DATE: June 26, 2002

APPLICATION NUMBER: CU-02-06

APPLICANT: Broadus Moore, Post Office Box 4082, Homosassa, Florida 34447

LOCATION: Section 29, Township 19 South, Range 17 East; more specifically, Parcel B of Turtle Creek Campground at 10137 West Fishbowl Drive, Homosassa, Florida.

At the June 20, 2002, hearing of the Citrus County Planning and Development Review Board (PDRB), your request for a conditional use from the provisions of the Citrus County Land Development Code (LDC) was considered as advertised (public notice will be furnished upon request).

On the basis of the evidence presented at the hearing on this case, your request to allow for the operation of a Bed and Breakfast Inn, within a CL, Low Intensity Coastal and Lakes District, pursuant to Appendix G, Schedule of Uses and Levels of Review by District; Section 4456. Additional standards for Bed and Breakfast Inn; and Section 5300. Conditional Uses, of the LDC was **APPROVED** subject to the following conditions:

1. Use of the site as a Bed and Breakfast Inn shall be maintained in accordance with all provisions of section 4456. Additional Standards for Bed and Breakfast Inn, and all other provisions, of the Land Development Code.
2. The Bed and Breakfast Inn is approved for a maximum of five rental bedrooms to be located in the primary single family residential structure. The owners shall reside on the premises and manage the property. The Bed and Breakfast Inn shall be limited to the single family structure, and the external single family residential character of the structure shall not be altered.
3. Consistent with the CL, Low Intensity Coastal and Lakes District standards, no general commercial uses or neighborhood commercial uses, other than a Bed and Breakfast Inn are allowed by this Conditional use. Meals shall only be available to guests of the Bed and Breakfast Inn.
4. The site must meet all requirements of local, state, and federal codes, including but not limited to the Land Development Code.
5. The Technical review Team, prior to issuance of any county permits, must approve the final site plan and building plans for the project. The owner must show proof of permitting, or obtain after-the-fact building permits, for all residence additions and renovations.
6. Noncompliance with or violation of the above referenced conditions as may be determined by the Citrus County Code Enforcement Board (CED), in addition to any other penalty imposed by the CEB, render this Conditional use null, void, and of no force or effect.

It is the responsibility of the property owner to obtain a Development Order subject to the above conditions. This office will conduct a compliance inspection of the site within six months to one year from the date of the approval.

A complete record of the hearing, findings of fact, and the decision of the PDRB are available for your inspection at the Department of Development Services Office, 3600 West Sovereign Path, Suite 140, Lecanto, Florida. If copies are desired, they may be secured upon request and payment of transcription costs.

Attachment: CU-02-06 final letter (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Section 2500. of the LDC establishes the appeal process for any person or persons, jointly or severally, aggrieved by any decision of the PDRB and all appeals must be filed within 30 days after rendition of the decision by the PDRB.

If any person decides to appeal any decision made by the PDRB 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.

If you have any questions on this case, do not hesitate to contact the Community Development Division (352-527-5239).

Respectfully,

Margaret A. Beake

Margaret A. Beake, AIA
Planner
Community Development Division

MAB/crm

CC: Assistant County Attorney
Officer of Code Enforcement, Community Development Division
Community Development Coordinator, Community Development Division
Graphics Coordinator, Community Development Division
Development Review/Permitting Manager; Building Division
John Zanki, 10137 West Fishbowl Drive, Homosassa, Florida 34448
Case File: CU-02-06

Attachment: CU-02-06 final letter (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Approve Minutes of November 19, 2020, as corrected.

VOTE: 6 - 0, Motion Carried.

H. STAFF ANNOUNCEMENTS:

Mr. Sherman advised that the Board directed staff to transmit the Cardinal Future Land Use Map Category to the Department of Economic Opportunity. On February 9, the County Commission has a workshop scheduled to discuss strategic planning and comprehensive planning. There is an item on the County Commission's agenda on February 9 to discuss changes to the Land Development Code. The Land Development Division Director position is still vacant. There are two new regular members that were appointed to the PDC; Stacey Worthington and Richard Barmes. There are also two alternate members that were appointed to the PDC, William Burda and Carol Scragg.

Ms. Anaya stated that application V-20-10 (Clark Stillwell, Esq. for Ryman) has been continued. It will be heard on March 4, 2021.

EX PARTE COMMUNICATIONS:

Denise Lyn polled the PDC members on whether they had any ex parte communications concerning the applications to be heard. All PDC members said they had no ex parte communications.

I. APPLICATIONS

1. COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT

a. CPA/AA-21-02 John and Cynthia Zanki

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from CL (Low Intensity Coastal and Lakes District) to CLC (Coastal and Lakes Commercial District) and to amend the Land Use Atlas Map (LUAM) of the Land Development Code from CL (Low Intensity Coastal and Lakes District) to CLC (Coastal and Lakes Commercial District).

LOCATION: Section 29, Township 19 South, Range 17 East; more specifically, Parcel B of an unrecorded subdivision; also known as Alternate Key Number 2279966, which address is 10137 W. Fishbowl Dr., Homosassa, FL. A complete legal description of the property is on file with the Land Development Division.

STAFF CONTACT: Joe Hochadel, Principal Planner, and Miranda Anaya, Planner I, Land Development Division

Attachment: January 21, 2021 PDC minutes (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

INTRODUCTION: Ms. Pace's overview included an aerial view of the subject property, photos of the subject property and surrounding area and a boundary survey.

APPLICANT: John Zanki stated that he has owned this property for approximately 20 years and has been operating a bed and breakfast there for a long time. The business has suffered due to the pandemic and he would like to also use the subject property as an open-air café to serve coffees and sandwiches onsite to the general public. The property currently has an upgraded kitchen and upgraded wiring. He would like to place eight to nine café tables in the English garden which is on the left side of the property facing the river.

QUESTIONS FROM STAFF: None.

COMMISSION QUESTIONS/COMMENTS:

Mr. Bramblett asked the applicant to confirm that the entire parcel was 2.62 acres. Mr. Zanki stated yes. Mr. Bramblett stated that the staff report states the request is to redesignate a portion of the subject property from Low Intensity Coastal and Lakes District to Coastal and Lakes Commercial District. Mr. Zanki stated that his request was to redesignate the entire parcel. Mr. Bramblett inquired if Mr. Hochadel had advised of the Planned Unit Development portion of this particular application that is lacking in this request. Mr. Zanki stated yes. Mr. Bramblett advised Mr. Zanki that he would not be able to support the application as it was submitted due to there not being any safeguards as to how the property would be developed with the redesignation to CLC.

Mr. Brender stated that he agreed with the comments provided by Mr. Bramblett about the safeguards about what would be developed if the designation was changed.

Mr. Bass inquired if the current septic system would be capable for the increased use. Mr. Zanki stated that the septic system would have to be expanded. Mr. Bass also inquired about the gated access to the subject property. Mr. Zanki advised that the gate would be open during business hours. Mr. Bass asked if there was sufficient area to provide parking for the increased use on the subject property. Mr. Zanki stated yes.

Mr. Brooks stated that he agreed with the comments presented by Messrs. Bramblett and Brender.

Attachment: January 21, 2021 PDC minutes (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

COPY

STAFF: The applicant requested to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from CL (Low Intensity Coastal and Lakes District) to CLC (Coastal and Lakes Commercial District) and to amend the Land Use Atlas Map (LUAM) of the Land Development Code from CL (Low Intensity Coastal and Lakes District) to CLC (Coastal and Lakes Commercial District). Ms. Anaya's presentation included an aerial view of the subject property, a map showing the land use designations for the surrounding properties, photos of the subject property and surrounding area and a boundary survey as submitted by the applicant. The subject property is approximately 2.6 acres and currently operating as a bed and breakfast known as Blue Moon Bed and Breakfast and that was approved by a Conditional Use in 2002.

Ms. Anaya stated there were two corrections to be made to the staff report that was submitted. The property will utilize commercial solid waste collection by WastePro. The engineer for the applicant is Bruce Keene, not Local Engineering. Ms. Anaya also clarified that the request is to redesignate the entire property from CL to CLC, not a portion of the property.

COMMISSION QUESTIONS:

Mr. Brender inquired of staff if she had discussed the Planned Unit Development process with the applicant. She advised that she had discussed the options with Mr. Zanki after he submitted the application.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS:

Mr. Brooks inquired if the applicant understood the implications if the Board denied the application versus if the applicant requested a continuance.

Chairman Brender explained the details of there being a period of time before the applicant could reapply if the Board denied the application versus if he decided to request a continuance from the Board.

MOTION: The Planning and Development Commission finds to ***CONTINUE*** application ***CPA/AA-21-02.***

MOTION:

1st Mr. Bramblett 2nd Mr. Brooks

VOTE: 6 - 0, Motion Carried

Attachment: January 21, 2021 PDC minutes (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

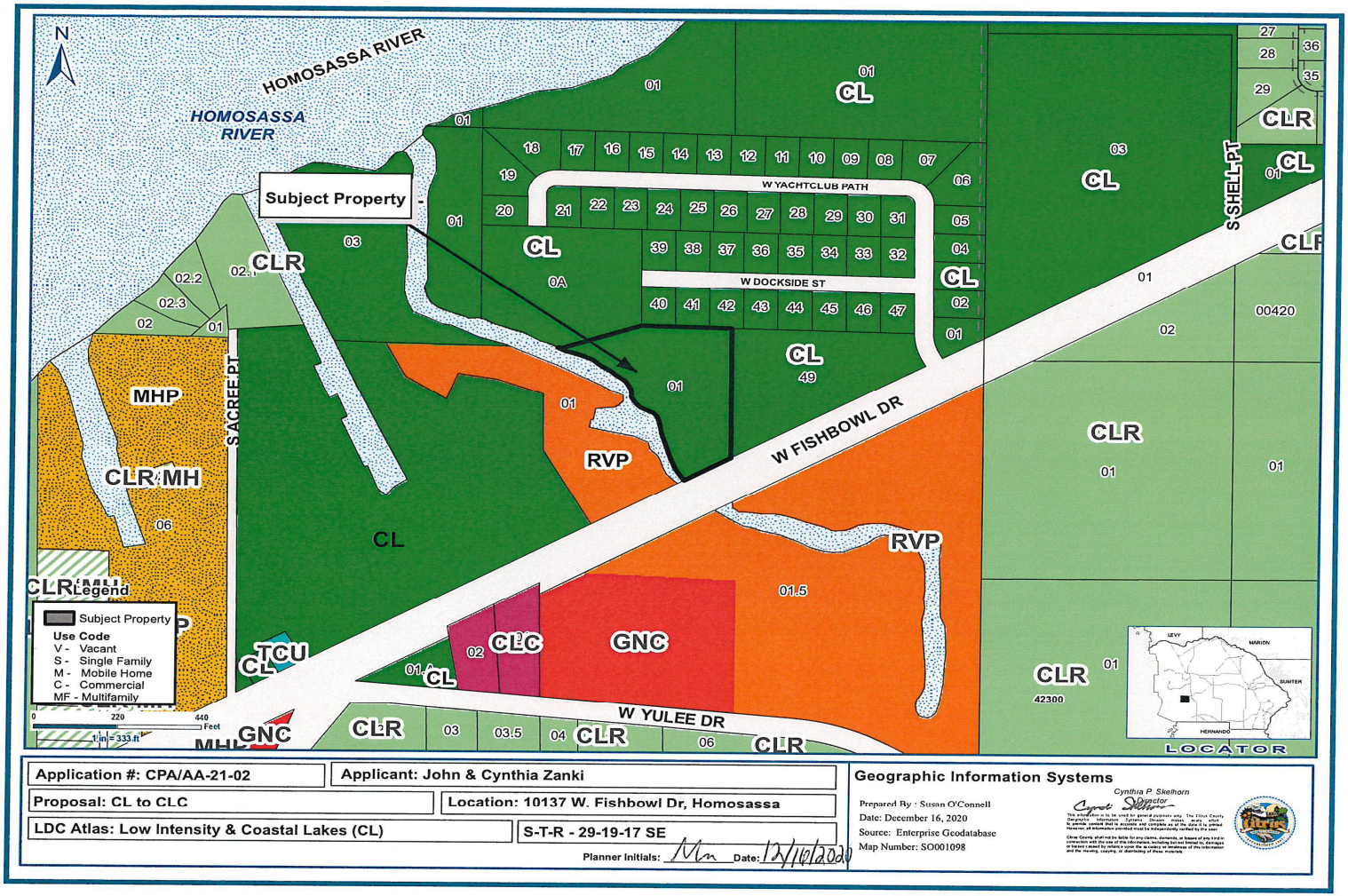
CPA/AA/PUD-21-02 John Zanki

10137 W. Fishbowl Dr., Homosassa, FL

Attachment: Planner PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Attachment: Planner PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Land Use



Attachment: Planner PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

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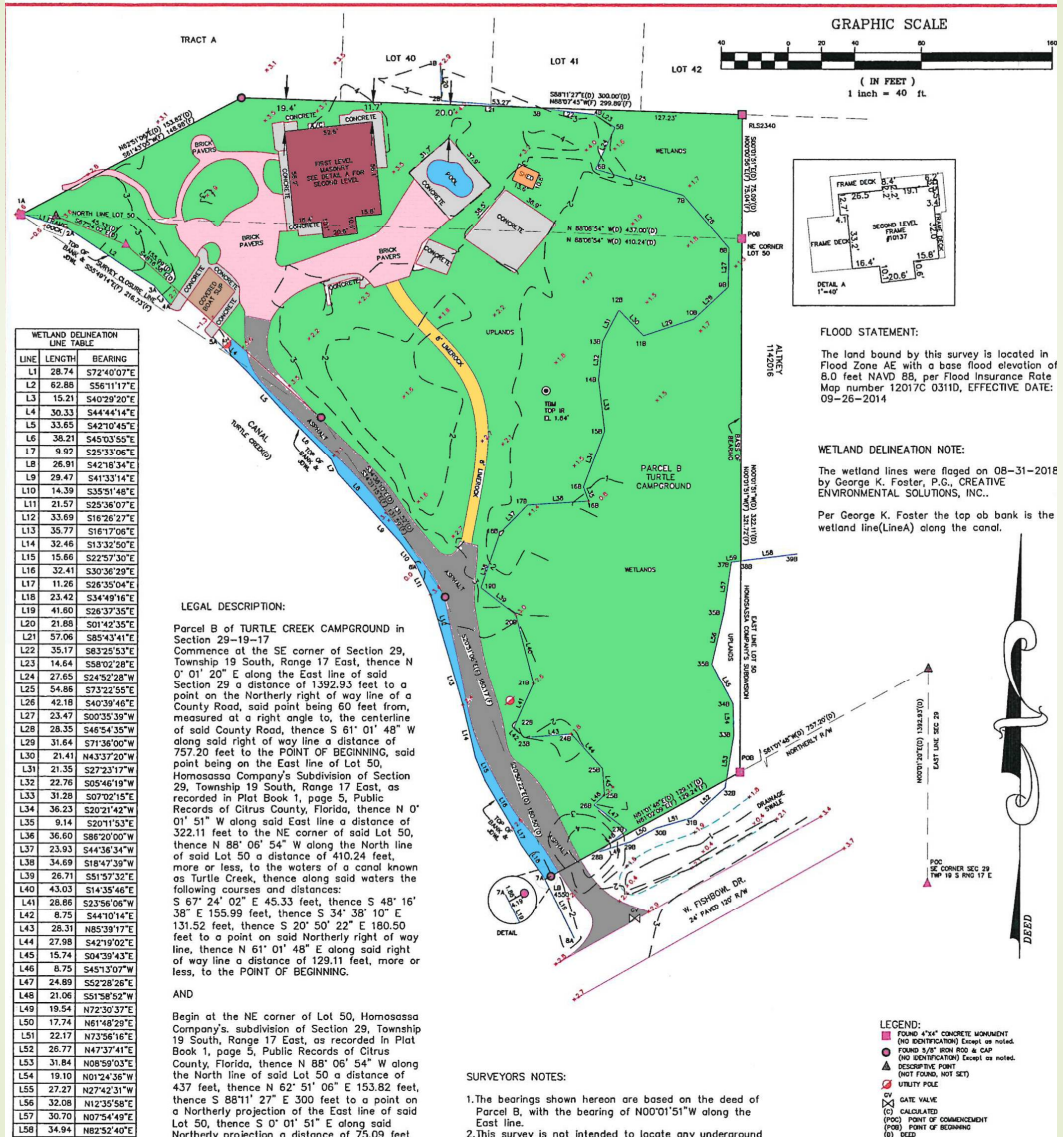


WETLAND DELINEATION LINE TABLE		
LINE	LENGTH	BEARING
L1	28.74	S72°40'07"E
L2	62.88	S56°11'17"E
L3	15.21	S40°29'20"E
L4	30.33	S44°44'14"E
L5	33.65	S42°10'45"E
L6	38.21	S45°03'55"E
L7	9.92	S25°33'06"E
L8	26.91	S42°18'34"E
L9	29.47	S41°33'14"E
L10	14.39	S35°51'48"E
L11	21.57	S25°36'07"E
L12	33.69	S16°26'27"E
L13	35.77	S16°17'06"E
L14	32.46	S13°32'50"E
L15	15.66	S22°57'30"E
L16	32.41	S30°36'29"E
L17	11.26	S26°35'04"E
L18	23.42	S34°49'16"E
L19	41.60	S26°37'35"E
L20	21.88	S01°42'35"E
L21	57.06	S85°43'41"E
L22	35.17	S83°25'53"E
L23	14.64	S58°02'28"E
L24	27.65	S24°52'28"W
L25	54.86	S73°22'55"E
L26	42.18	S40°39'46"E
L27	23.47	S00°35'39"W
L28	28.35	S46°54'35"W
L29	31.64	S71°36'00"W
L30	21.41	N43°37'20"W
L31	21.35	S27°23'17"W
L32	22.76	S05°46'19"W
L33	31.28	S07°02'15"E
L34	36.23	S20°21'42"W
L35	9.14	S20°11'53"E
L36	36.60	S86°20'00"W
L37	23.93	S44°36'34"W
L38	34.69	S18°47'39"W
L39	26.71	S51°57'32"E
L40	43.03	S14°35'46"E
L41	28.86	S23°56'06"W
L42	8.75	S44°10'14"E
L43	28.31	N85°39'17"E
L44	27.98	S42°19'02"E
L45	15.74	S04°39'43"E
L46	8.75	S45°13'07"W
L47	24.89	S52°28'26"E
L48	21.06	S51°38'52"W
L49	19.54	N72°30'37"E
L50	17.74	N61°48'29"E
L51	22.17	N73°56'16"E
L52	26.77	N47°37'41"E
L53	31.84	N08°59'03"E
L54	19.10	N01°24'36"W
L55	27.27	N27°42'31"W
L56	32.08	N12°35'58"E
L57	30.70	N07°54'49"E
L58	34.94	N82°52'40"E

LEGAL DESCRIPTION:

Parcel B of TURTLE CREEK CAMPGROUND in Section 29-19-17
Commence at the SE corner of Section 29, Township 19 South, Range 17 East, thence N 0° 01' 20" E along the East line of said Section 29 a distance of 1392.93 feet to a point on the Northerly right of way line of a County Road, said point being 60 feet from, measured at a right angle to, the centerline of said County Road, thence S 61° 01' 48" W along said right of way line a distance of 757.20 feet to the POINT OF BEGINNING, said point being on the East line of Lot 50, Homosassa Company's Subdivision of Section 29, Township 19 South, Range 17 East, as recorded in Plat Book 1, page 5, Public Records of Citrus County, Florida, thence N 0° 01' 51" W along said East line a distance of 322.11 feet to the NE corner of said Lot 50, thence N 88° 06' 54" W along the North line of said Lot 50 a distance of 410.24 feet, more or less, to the waters of a canal known as Turtle Creek, thence along said waters the following courses and distances:
S 67° 24' 02" E 45.33 feet, thence S 48° 16' 38" E 155.99 feet, thence S 34° 38' 10" E 131.52 feet, thence S 20° 50' 22" E 180.50 feet to a point on said Northerly right of way line, thence N 61° 01' 48" E along said right of way line a distance of 129.11 feet, more or less, to the POINT OF BEGINNING.

AND

Begin at the NE corner of Lot 50, Homosassa Company's, subdivision of Section 29, Township 19 South, Range 17 East, as recorded in Plat Book 1, page 5, Public Records of Citrus County, Florida, thence N 88° 06' 54" W along the North line of said Lot 50 a distance of 437 feet, thence N 62° 51' 06" E 153.82 feet, thence S 88°11' 27" E 300 feet to a point on a Northerly projection of the East line of said Lot 50, thence S 0° 01' 51" E along said Northerly projection a distance of 75.09 feet

FLOOD STATEMENT:

The land bound by this survey is located in Flood Zone AE with a base flood elevation of 8.0 feet NAVD 88, per Flood Insurance Rate Map number 12017C 0311D, EFFECTIVE DATE: 09-26-2014

WETLAND DELINEATION NOTE:

The wetland lines were flaged on 08-31-2018 by George K. Foster, P.G., CREATIVE ENVIRONMENTAL SOLUTIONS, INC..

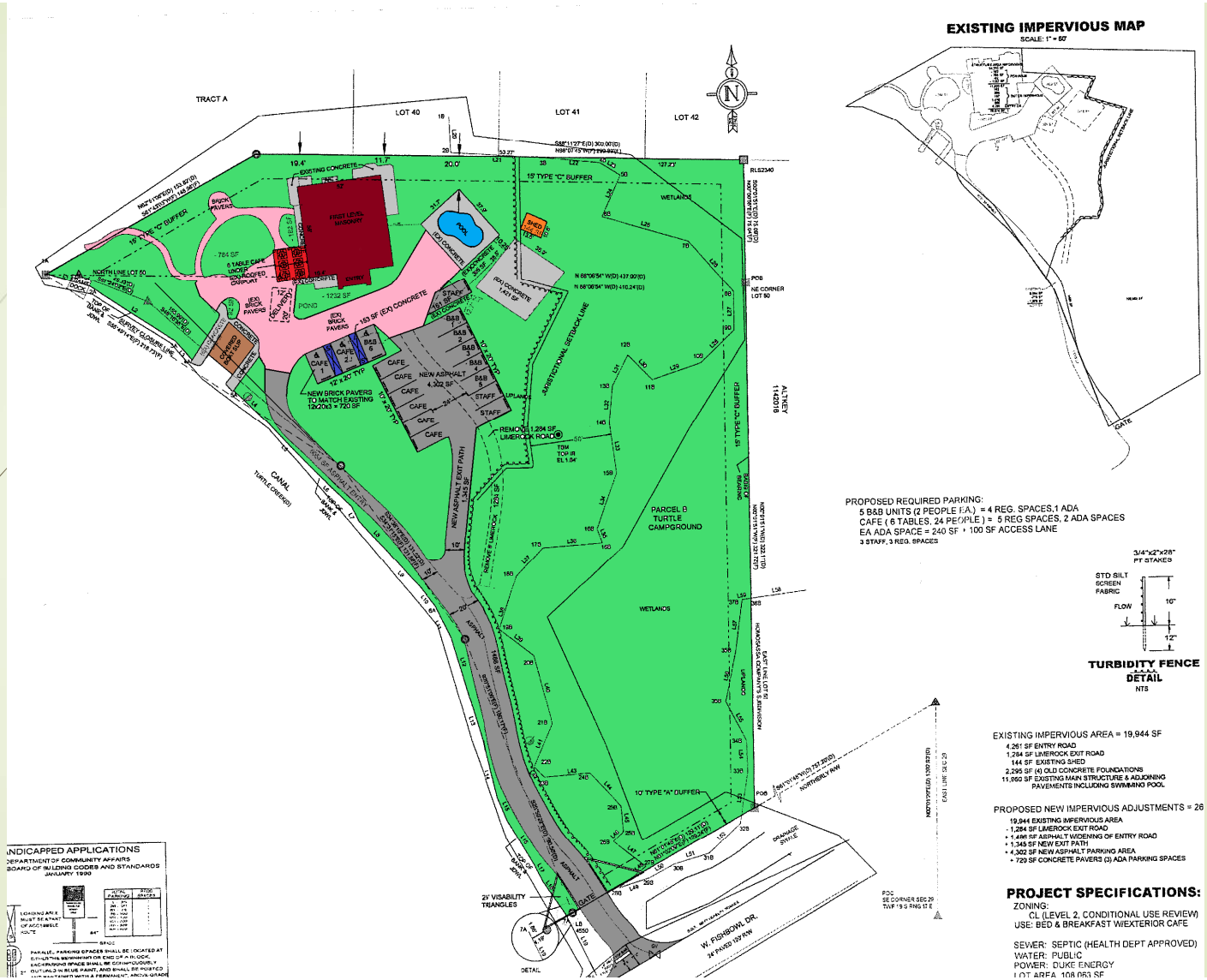
Per George K. Foster the top ob bank is the wetland line(LineA) along the canal.

SURVEYORS NOTES:

1. The bearings shown hereon are based on the deed of Parcel B, with the bearing of N00°01'51"W along the East line.
2. This survey is not intended to locate any underground

LEGEND:
- FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) Except as noted.
- FOUND 5/8" IRON ROD & CAP (NO IDENTIFICATION) Except as noted.
- DESCRIPTIVE POINT (NOT FOUND, NOT SET)
- UTILITY POLE
- GATE VALVE
- (C) CALCULATED
- (POC) POINT OF COMMENCEMENT
- (POB) POINT OF BEGINNING
- (D) DEED

Attachment: Planner PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)



EXISTING IMPERVIOUS MAP

SCALE: 1" = 60'

PROPOSED REQUIRED PARKING:
5 B&B UNITS (2 PEOPLE EA.) = 4 REG. SPACES,1 ADA
CAFE (6 TABLES, 24 PEOPLE) = 5 REG SPACES, 2 ADA SPACES
EA ADA SPACE = 240 SF + 100 SF ACCESS LANE
3 STAFF, 3 REG. SPACES

TURBIDITY FENCE DETAIL
NTS

EXISTING IMPERVIOUS AREA = 19,944 SF
4,261 SF ENTRY ROAD
1,284 SF LIMEROCK EXIT ROAD
144 SF EXISTING SHED
2,295 SF (4) OLD CONCRETE FOUNDATIONS
11,960 SF EXISTING MAIN STRUCTURE & ADJOINING PAVEMENTS INCLUDING SWIMMING POOL

PROPOSED NEW IMPERVIOUS ADJUSTMENTS = 26
19,944 EXISTING IMPERVIOUS AREA
- 1,284 SF LIMEROCK EXIT ROAD
+ 1,496 SF ASPHALT WIDENING OF ENTRY ROAD
+ 1,345 SF NEW EXIT PATH
+ 4,302 SF NEW ASPHALT PARKING AREA
+ 720 SF CONCRETE PAVERS (3) ADA PARKING SPACES

PROJECT SPECIFICATIONS:
ZONING:
CL (LEVEL 2, CONDITIONAL USE REVIEW)
USE: BED & BREAKFAST W/EXTERIOR CAFE

SEWER: SEPTIC (HEALTH DEPT APPROVED)
WATER: PUBLIC
POWER: DUKE ENERGY
LOT AREA 108,063 SF

Attachment: Planner PP (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

PM2-21-137

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

APPLICATION NUMBER CPA/AA/PUD-21-02– John and Cynthia Zanki
DATE: November 2, 2021
PREPARED BY: Miranda Anaya, Senior Planner, Land Development Division MA
Joe Hochadel, Principal Planner, Land Development Division

Request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to establish a new Planned Unit Development (PUD) for a hotel with food service/cafe.

FUTURE LAND USE MAP REQUEST:	**From:** CL, Low Intensity Coastal and Lakes District **To:** CLC, Coastal and Lakes Commercial District
LAND USE ATLAS MAP REQUEST:	**From:** CL, Low Intensity Coastal and Lakes District **To:** CLC, Coastal and Lakes Commercial District with a Planned Unit Development
LOCATION:	Sections 29, Township 19 South, Range 17 East, more specifically, Parcel B, of an unrecorded subdivision; also known as Alternate Key Number 2279966, which address is 10137 W. Fishbowl Dr., Homosassa, Florida. A complete legal description of the property is on file with the Land Development Division.
ACREAGE:	Approximately 2.62 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – CL, Low Intensity Coastal and Lakes District South – RVP, Recreational Vehicle Park East – CL, Low Intensity Coastal and Lakes District West – RVP, Recreational Vehicle Park
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – CL, Low Intensity Coastal and Lakes District South – RVP, Recreational Vehicle Park East – CL, Low Intensity Coastal and Lakes District West – RVP, Recreational Vehicle Park
SURROUNDING EXISTING LAND USES:	North – Vacant South – W. Fishbowl Dr.; Homosassa RV Resort East – Vacant West – Canal; Manatee Campground

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

SOIL INFORMATION:	According to the *Soil Survey of Citrus County* (1988), the soil types in the area are Matlacha, limestone substratum-urban land complex, Hallandale-rock outcrop complex, rarely flooded, and Okeelanta-lauderhill-terra ceia mucks. Limitations to building development are moderate to severe due to subsides, ponding, low strength, wetness, and flooding.
FLOOD ZONE:	The subject property appears to be primarily located in Flood Zone AE as found on the current Flood Insurance Rate Map 12017C0311D.

BACKGROUND

This application (CPA/AA-21-02) was heard by the PDC on January 21, 2021 to change the designation on the subject property from CL to CLC. The PDC continued the application to allow the applicant to modify the request. The applicant revised the application by including a Planned Unit Development to the request for a hotel with food service/ café.

The subject property under application totals approximately 2.62 acres and is part of an unrecorded tract, which accesses W. Fishbowl Dr., a paved, public, minor collector roadway. The site is currently a bed and breakfast approved by a Conditional Use application in 2002 (CU-02-06). The home was constructed in 1983. The total floor living area is 5,694 square feet with a total 7,210 square feet under the roof. A boathouse was constructed in 1989 according to the Citrus County Property Appraiser's office. The site also has a pool constructed in 2004.

ANALYSIS

The request is to redesignate the subject property (2.62 acres) from the Low Intensity Coastal and Lakes District (CL) to the Coastal and Lakes Commercial District (CLC) on the Future Land Use Map and from the Low Intensity Coastal and Lakes District (CL) to the Coastal and Lakes Commercial District (CLC) with a Planned Unit Development (PUD) on the Land Use Atlas Map. The request would allow for a hotel with food service/ café.

The applicant has indicated there will be no change in size to the current building. The applicant is also proposing six café tables under the existing carport. The applicant has indicated that he would like to use the site for food service/ café and continue the 5-room lodging service.

LDC Section 3180, Bed and Breakfast, does not allow meals to be served to outside guests. Although this application is for a hotel/motel use that would allow for food services, simultaneously, the hotel use would also functionally operate like a Bed and Breakfast.

The CL District currently allows for limited non-residential development, mostly with Conditional Use approval. This district outlines an area that may be environmentally sensitive to development. The CLC land use district is defined as for those commercial uses that are water-related, water dependent, or necessary for the support of the immediate area.

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

The existing CL designation, which surrounds this site, could allow for limited recreational and agricultural uses with an approved Conditional Use, such as:

- Bed and Breakfast (Conditional Use)
- Cropland/Pastures
- Confinement Feeding/Feedlots (Conditional Use)
- Day Care Center (Conditional Use)
- Houses of Worship (Conditional Use)
- Stables (Conditional Use)

The CLC District allows for more intense commercial development such as:

- Tackle/Bait Shop
- Open Air Café
- Restaurants
- Grocery/Discount Retail Store (less than 7,000 sq.ft.)
- Small Retail Shops
- Convenience Store (without gas pumps)
- Hotel/Motel (Conditional Use)
- RV and/or Boat Parking Facilities (Conditional Use)
- Mini Warehouses (Conditional Use)

In comparison between the proposed land use district to the existing CL District, the proposed land use district and increase in commercial intensity may be appropriate as long as the master plan establishing the limit of development intensity is adhered to. While the adjacent parcels to the north and east consist primarily of vacant tracts, the parcels to the west and south are RV park and campground uses that can have similar traffic. The application has provided safeguards as part of a Planned Unit Development (PUD). There are some existing CLC lots in the general area.

The maximum allowable Impervious Surface Ratio (ISR) for the CLC district is 50 percent. The applicant has indicated an ISR of approximately 24 percent, well within the ISR limit. The proposal includes an additional 6,569 square feet of impervious to the site for pavement and parking. The maximum Floor Area Ratio (FAR) per LDC for CLC is 0.3. The submitted site plan indicates a FAR of approximately 0.07, well under the maximum allowed.

A request to change the land use from CL to CLC on less than 10 acres is considered a small-scale amendment and will not require a review from the Florida Department of Economic Opportunity (DEO) or other appropriate state agencies. The subject property is not located within the Planned Service Area (PSA) but is within the Coastal High Hazard Area (CHHA).

SUMMARY OF AGENCY COMMENTS: No comments have been received from state agencies at this time.

SUMMARY OF PUBLIC COMMENTS: As of this writing, no comments have been received regarding this application.

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

REQUEST FOR LAND USE CHANGE

Concurrency

a. Sanitary Sewer – The subject property has a septic tank. A letter provided by Citrus County Utility Division states mandatory sewer connection is not required for this site.

b. Potable Water – The subject property is within the Homosassa Special Water District. A letter from the service provider is attached to this application indicating available capacity.

c. Solid Waste – The applicant has indicated that they currently use Waste Pro for the Bed and Breakfast and has provided an email from them indicating they have sufficient capacity for the proposed use.

d. Drainage – The site will be required to be designed to meet all applicable stormwater design standards at the time of permitting. A letter from Beau Keene, P.E, has been provided confirming this.

Consistency with Comprehensive Plan – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

Policy 17.2.11 Consistent with the Plan's basic strategy for protection of environmentally sensitive areas, the following guidelines shall apply to all development in the Coastal, Lakes and Rivers Region:

- No increase in residential density should be approved except for the Planned Development standards already contained in the plan, or as otherwise mitigated in the PORT district.
- No additional high intensity non-residential land uses shall be approved for this region. Specifically, new GNC and IND districts should be avoided.

Policy 17.6.14 Because the GNC district allows potentially high density/intensity development, it should not be located in areas of the County deemed to be environmentally sensitive areas. No new GNC shall be allowed in the Coastal, Lakes, and Rivers Region. New GNC shall be limited to the central ridge region.

Staff comment – This site lies in the Coastal, Lakes and Rivers Region and is requesting the CLC Designation. This application would not result in an increase in residential density and would not provide the high-intensity non-residential uses as may be allowable in the GNC and IND land use districts.

Policy 17.2.7 The County shall guide future development to the most appropriate areas, as depicted on the GFLUM, specifically those with minimal environmental limitations and the availability of necessary services.

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Staff comment – The application proposes the use of hotel with food service/café in the CLC District through a Planned Unit Development. The PUD will limit the potential for future higher intensity development.

Policy 17.2.8 The County shall utilize land use techniques and development standards to achieve a functional and compatible land use framework which reduces incompatible land uses.

Staff comment – The proposed use is compatible with the surrounding residential and nonresidential committed land uses as long as the proposed conditions are adhered to.

Policy 17.5.2 Commercial, Industrial, and other appropriate uses shall be allowed in Planned Developments when part of an approved Plan of Development and where development standards are met as specified by the LDC.

Staff comment – The proposal would allow for a hotel and café within the Planned Unit Development (PUD).

Impacts on Affordable Housing – The proposal does not appear to impact affordable housing.

Compatibility with Adjacent Land Uses – The site is surrounded by RV parks and vacant land. It is heavily wooded and fenced. There are some CLC designations in the general area and the café could serve the local community. The hotel and café are compatible with the adjacent land uses with the Planned Unit Development.

Environmental – If any gopher tortoises or other protected species are found onsite, the applicant will need to coordinate with Citrus County and the Florida Fish and Wildlife Conservation Commission (FWC). The applicant has provided wetland delineations. If the applicant is removing any trees on site, they will need to submit a tree preservation plan as outlined in LDC section 5725.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 2.62 acres from the Low Intensity Coastal and Lakes District (CL) to the Coastal Lakes Commercial District (CLC) on the Future Land Use Map (FLUM) and approximately 2.62 acres from the Low Intensity Coastal and Lakes District (CL) to the Coastal Lakes Commercial District (CLC) with a Planned Unit Development on the Land Use Atlas Map (LUAM).
2. The proposed land use is consistent with the Comprehensive Plan with the addition of a PUD on the LDC Atlas.
3. The site has met concurrency requirements for central water, central sewer, solid waste, and drainage.
4. The subject property is not located within the adopted PSA for Citrus County.
5. The site takes access from a minor collector roadway, and there are environmental limitations on the property such as wetlands that could be impacted by a more intense non-residential use on the site.

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

REQUEST FOR PLANNED UNIT DEVELOPMENT- This application proposes to establish a Master Plan of development within the CLC district for a hotel with food services.
Consistency with the Land Development Code (LDC) – Staff reviewed this application under the standards of Section 4300, Planned Unit Developments and Section 2410 ,Coastal and Lakes Commercial District, as specified in the LDC. This application is exempt from Section 3745, Additional Design Standards for Small Non-Residential Projects (projects with a gross leasable area less than 25,000 square feet), which includes standards for buffering, landscaping, façade, parking, lighting, and other applicable LDC standards because the site is an existing structure and is not being expanded by more than 25% percent.

***Access Management/Transportation*:** The Master Plan indicates that the subject site will continue to take access from W. Fishbowl Dr., a minor collector roadway. The site is gated and has a fence near the west property line.

The Engineering Division has provided the following comments and recommends the following conditions if the application is approved:

Per Chapter 6, Stormwater Management, of the LDC.

A review of the proposed site plan indicates that there will be approximately 6,500 square feet of new impervious areas. As such, the site will need to be developed to provide non-residential stormwater design in accordance with Section 6300, Non-Residential Design Criteria, of the Land Development Code. Since the site is located on the Homosassa River, an Outstanding Florida Waters, the stormwater requirement will be for the 25-year/24-hour storm event and the requirement to provide ¾ of an inch of water quality. If any fill is placed on the site, then flood volume compensation will need to be provided in accordance with Section 6310.D, Development within Floodprone and Restricted Areas, of the LDC.

Per Chapter 7, Transportation System Standards, of the LDC.

The non-residential driveway apron will need to be a minimum of 24-feet in accordance with Section 7900, of the LDC.

- Condition of approval: The site will need to be developed in accordance with Chapter 6, Stormwater Management, and Chapter 7, Transportation System Standards, of the LDC.

Landscaping/Buffers: The applicant is providing all required buffers. A Type C 15-foot buffer along the north and east and a Type A 10-foot buffer to the south. To the west along the water/wetlands, the site must have a 15-foot natural vegetation buffer. Existing permitted site conditions encroaching into the setback can be maintained but cannot further encroach this setback.

Parking Spaces Required: Chapter 7 of the Land Development Code requires hotels with food service to have 1.1 parking spaces per sleeping room or rental unit plus half required for restaurant/bar. Loading zones are required for 1 space for the first 10,000 square feet of gross floor area and 1 for each additional 20,0000 square feet. The applicant appears to meet this requirement and will be verified at the permitting stage.

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

Use	Required Parking	Provided Parking
Hotel	1.1 X 5= 5.5 spaces	6 spaces (1 handicapped)
Café	5.5/2=2.75 spaces	8 spaces (2 handicapped)
Staff	0 spaces	3 spaces
Total	**9 spaces**	**17 spaces**

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), Section 2410 ,Coastal and Lakes Commercial District, as specified in the LDC. The Board of County Commissioners (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 PUD. 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 proposed hotel with food service/café appears to be able to meet the requirements of the Comprehensive Plan and the Land Development Code. The CLC designation allows for hotel/motel and café/restaurant uses. LDC standards will need to be met at time of permitting.*

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 surrounding area includes vacant residential tracts and RV park and campground uses. The proposed hotel with food service/café use does abut single-family residential uses to the east and north, which will be screened with landscape buffers.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *The Master Plan is for a hotel with food service/café. Any future accessory uses would be subject to standards as outlined in the LDC.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *The applicant is aware that any future uses may require an amendment to this Planned Unit Development.*

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 project meets all standards for impervious surface and floor area ratio as outlined in the Comprehensive Plan and Land Development Code.*

F. **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**

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use. *There appears to be adequate area to provide the required buffers.*

G. **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 from maximum height or density requirements. There are existing areas that encroach into the wetland setbacks as shown on the Master Plan and those areas shall not further encroach into the setbacks. The CLC district allows the hotel/motel use with a Conditional Use or PUD and café/restaurant uses.*

H. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan date-stamped received August 26, 2021, for this application.*

I. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the County. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The applicant has not requested a deviation from this requirement.*

SUGGESTED CONDITIONS:

1. This Planned Unit Development is to allow for a hotel with food services/café in the CLC land use district as proposed on the site plan submitted with this application date-stamped August 26, 2021. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping*™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

3. The applicant will need to meet the requirements of Chapter 6, Stormwater Management, and Chapter 7, Transportation System Standards, at time of permitting.

4. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

5. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

MA/JH/cb

Attachment: Staff report (18631 : CPA/AA/PUD-21-02– John and Cynthia Zanki)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC
AGENDA DATE:	**December 02, 2021**

BRIEF OVERVIEW:

To vacate that alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15, as recorded in Plat Book 6, Pages 123-128, public records of Citrus County, Florida (Section 30, Township 17 South, Range 19 East) in Citrus Springs, FL.

BUDGET IMPACT/FUNDING SOURCE:

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

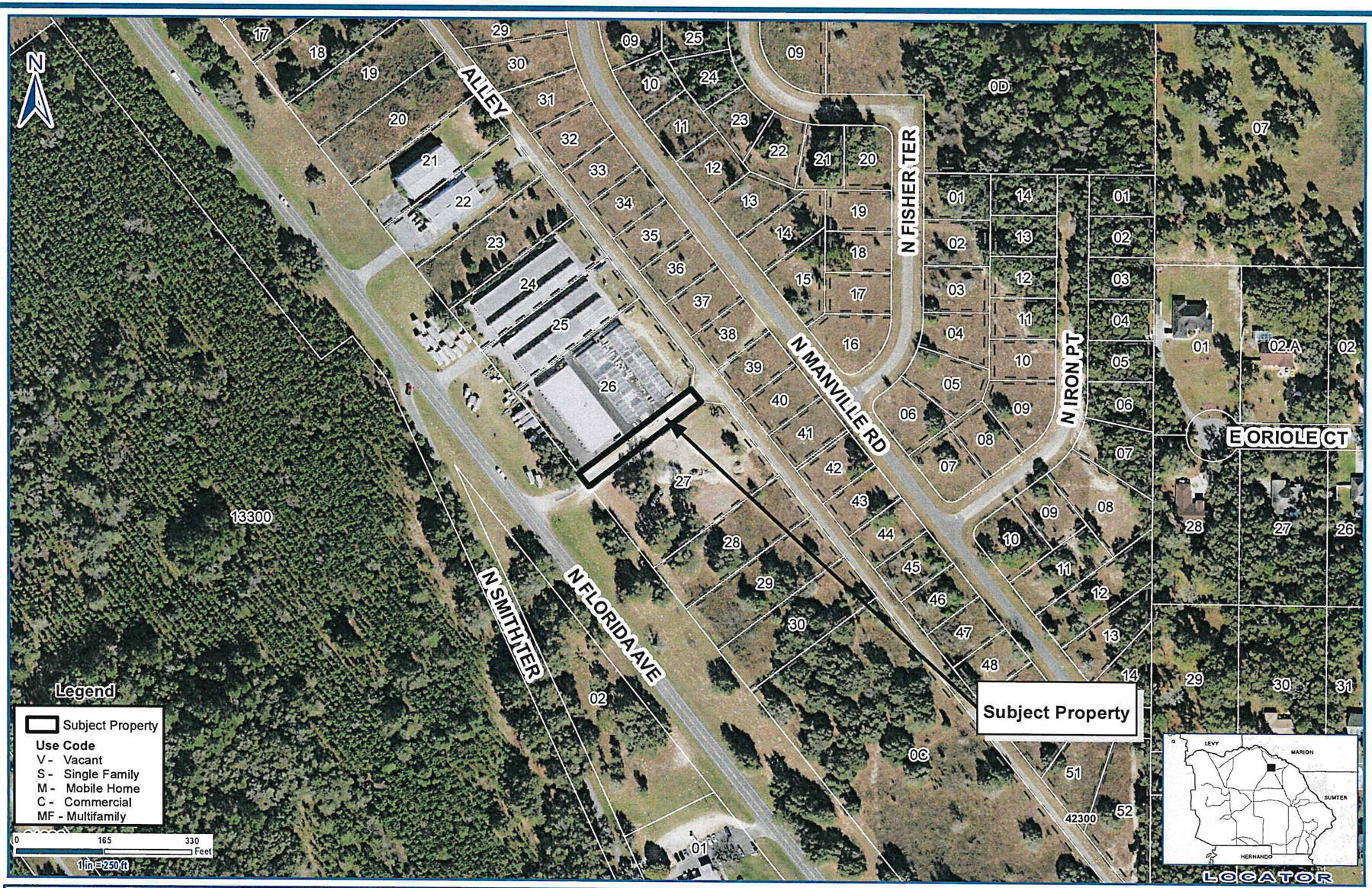
RECOMMENDED ACTION:

Conduct a public hearing on December 2, 2021, to review and consider, SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC.

SV-21-03

Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC

Attachment: PDC coordinator pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage



Application #: SV-21-03	Applicant: Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC
Proposal: Vacate alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15	Location: alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15
Land Use Atlas: PDR, Planned Development	S-T-R - 32-17-19 NW

Planner Initials: _____ Date: 10/14/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: October 7, 2021
Source: Enterprise Geodatabase
Map Number: WB0000701

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

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

2

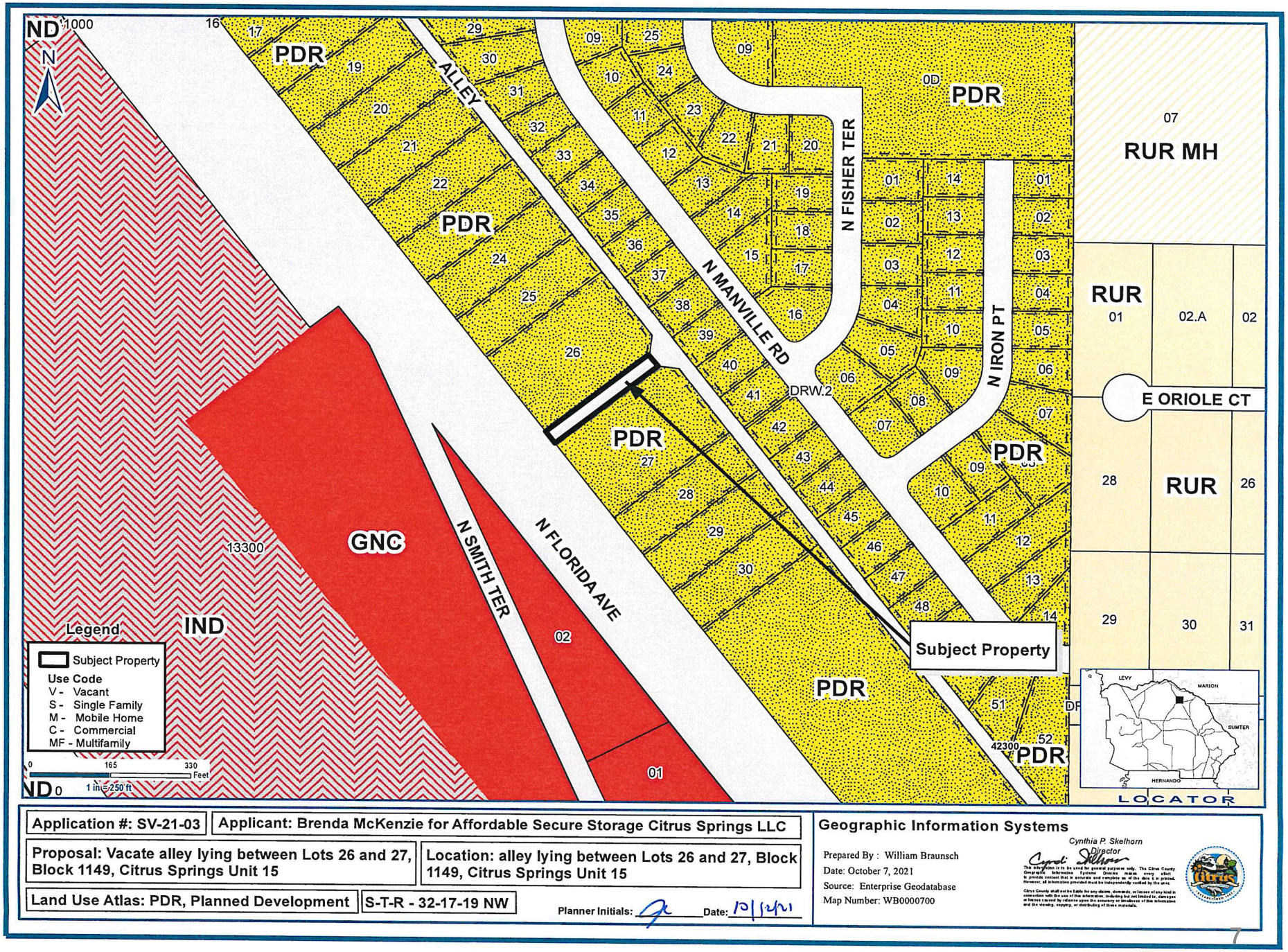
Attachment: PDC coordinator pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage

Attachment: PDC coordinator pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage

Attachment: PDC coordinator pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage

Attachment: PDC coordinator pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage

Attachment: PDC coordinator pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage



Application #: SV-21-03	Applicant: Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC
Proposal: Vacate alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15	Location: alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15
Land Use Atlas: PDR, Planned Development	S-T-R - 32-17-19 NW

Planner Initials: _____ Date: 10/26/21

Geographic Information Systems

Prepared By : William Braunsch
Date: October 7, 2021
Source: Enterprise Geodatabase
Map Number: WB0000700

Cynthia P. Skelhorn
Director

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Attachment: PDC coordinator pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239 TTY Dial 711
Web Address: www.citrusbocc.com

STREET/PLAT VACATION APPLICATION

Application No.: SV-21-03 Date: 9/9/21
* Agent for Petitioner .

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

Petitioner(s)
Name: AFFORDABLE SECURE STORAGE
Address: 16300 OLD 41 RD
City: NAPLES
State: FLORIDA Zip:
Home No.: Cell No.:
Work No.: — Fax No.: —
Email:

Property Description: Section: 30 Township: 17S South Range: 19 East
Legal Description: SEE ATTACHED
Subdivision: CITRUS SPRINGS
Alternate Key #: 3498723 Lot(s): ALLEY Block/Parcel:
Parcel ID:

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 (purpose of vacation): PROPERTY OWNER OWNS THE TWO ABUTTING PROPERTIES AND NO ONE USES THIS ALLEY AND THEY WANT TO BUILD ON THE LOTS AND THIS ALLEY

Directions to the Property from Lecanto: 491 N TO 41 TL TO SITE ON RIGHT

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

STATE OF FLORIDA
COUNTY OF CITRUS

Signature: Brenda McKenzie

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

WITNESS my hand and official seal this 30th day of June, 2021

Shasta Lopez
Printed Name

Notary Public - State of Florida

Seal

SHASTA LOPEZ
Commission # GG 170591
Expires January 14, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

RECEIVED
SEP 09 2021
SV-21-03
Land Development Division

For Staff Use Only
Date:
Time:
Initials:

Phone Company: X.
Water Provider: County
Gas Provider: X.
Required for Plat Vacations:
Cable TV: X
Sewer Provider: Health
Ownership and Encumbrance Report:
Proof of Publication:
Electric Service: X
Mosquito Control: X
Proof of Paid Taxes:

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance ____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation __X__Street Vacation _____Comprehensive Plan Amendment

_____Atlas Amendment _____Other (specify): ALLEY VACATE

LEGAL DESCRIPTION OF PROPERTY:

Section 30 Township 17S Range 19E Alternate Key # N/A

Lot/Parcel N/A Block 1149 ALLEY BETWEEN LOTS 26 +27

Subdivision CITRUS SPRINGS

I, K. PLAISTED, owner of the above described property.
(Name of Owner)

authorize BRENDA MCKENZIE of MCKENZIE PERMITTING to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: K Plaisted
(Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

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

WITNESS my hand and official seal this 29 day of June 2021

Anne Gouthro
Printed Name

Notary Public - State of ~~Florida~~ MA

ANNE N. GOUTHRO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES NOV 13 2026

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SEP 09 2021
SV-21-03
Land Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239 Fax (352) 527-5428
Toll Free (352) 489-2120 TTY (352) 527-5312
Web Address: www.citrusbocc.com

PETITION

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

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

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

Brenda McKenzie
Petitioner

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SEP 09 2021
SV-21-03
Land Developme

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Altkey: 3195236
AFFORDABLE SECURE STORAGE CITRUS SPRINGS

Parcel ID: 18E17S100150 11490 0270
7401 N FLORIDA AVE , CITRUS SPRINGS

Citrus County Property Appraiser, Cregg E. Dalton

1 of 1
My Tax Year: 2021

Legal
Land & Agricultu
Residential
Commercial
Misc Improveme
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

PC Code	1000 - VACANT COMM
Bldg Counts	Res 0 / MH 0 / Comm 0
Nbhd	0141 - HWY 41 CITRUS SPRINGS SOUTH TO E DEARBOR
Tax District	00CS - CITRUS SPRINGS
Subdivision	000374 - CITRUS SPRINGS UNIT 15
Short Legal	CITRUS SPRINGS UNIT 15 PB 6 PG 123 LOT 27 BLK 1149
Est. Parcel Sqft	59,421
Est. Parcel Acres	1.36
Map SC-TW-RG	30-17S-19E

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

Mailing Address

Name	AFFORDABLE SECURE STORAGE CITRUS SPRINGSLLC
Mailing Address	16300 OLD 41 RD NAPLES FL 34110

All Owners

Name		Owner Type
AFFORDABLE SECURE STORAGE CITRUS SPRINGS	LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	$36,770	$0	$36,770	$36,770	$0	$36,770	$0	$590.23	Link
2019	$36,770	$0	$36,770	$36,770	$0	$36,770	$0	$587.89	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
0024	CITRUS SPRINGS MSBU	$30.00
0131	FIRE SERVICES ASSESSMENT	$4.07
0147	WATER UTILITY AVAIL ASMT	$21.77

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
02/10/2017	$1,720,000	2813/2051	14-SALE / MORE THAN 1 PARCEL	I
04/01/2012	$525,000	2473/1726	14-SALE / MORE THAN 1 PARCEL	I
11/01/2003	$40,000	1670/0037	00-WARRANTY DEED	V

Sales do not generally appear in database until approximately 8 to 10 weeks after the closing 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	1041-COMM HWY 41	S-SQUARE FOOT	59,421.00	200.0	300				PDR

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	CHAIN LINK FENCE-[1-SF]	2020	6	715	1	4,290	

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Land Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Altkey: 3498723
AFFORDABLE SECURE STORAGE CITRUS SPRINGS

Parcel ID: 18E17S100150 11490 0240
7465 N FLORIDA AVE , CITRUS SPRINGS

Citrus County Property Appraiser, Cregg E. Dalton

2 of 16
Return to Search Results
My Tax Year: 2021

Summary
Legal
Land & Agricultu
Residential
Commercial
Misc Improveme
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

PC Code	4800 - WAREH/DIST TERM
Bldg Counts	Res 0 / MH 0 / Comm 7
Nbhd	0141 - HWY 41 CITRUS SPRINGS SOUTH TO E DEARBOR
Tax District	00CS - CITRUS SPRINGS
Subdivision	000374 - CITRUS SPRINGS UNIT 15
Short Legal	CITRUS SPRINGS UNIT 15 PB 6 PG 123 LOTS 24, 25 & 26 BLK1149 TITLE IN OR BK 2473 PG 1726
Est. Parcel Sqft	118,851
Est. Parcel Acres	2.73
Map SC-TW-RG	30-17S-19E

Mailing Address

Name	AFFORDABLE SECURE STORAGE CITRUS SPRINGSLLC
Mailing Address	16300 OLD 41 RD NAPLES FL 34110

All Owners

Name		Owner Type
AFFORDABLE SECURE STORAGE CITRUS SPRINGS	LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	$73,540	$996,190	$1,069,730	$1,069,730	$0	$1,069,730	$0	$16,245.82	Link
2019	$73,540	$992,910	$1,066,450	$1,066,450	$0	$1,066,450	$0	$16,420.19	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
0024	CITRUS SPRINGS MSBU	$105.00
0131	FIRE SERVICES ASSESSMENT	$880.00

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
02/10/2017	$1,720,000	2813/2051	14-SALE / MORE THAN 1 PARCEL	I

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

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
10/17/2020	202012660	RECOVER SINGLE PLY FLAT ROOF 4 BUILDINGS;	$97,559	
04/09/2020	201905161	SITE IMPROVEMENT PERMIT FOR 2 SELF STORAGE UNITS 70 X 160	$650,000	04/09/2020
11/21/2019	201911416	MINI STORAGE BUILDING (A) ** NOC FOR 2 SELF STORAGE BUILDINGS OR3018/968 ** --S	$250,000	
11/21/2019	201911417	MINI STORAGE BUILDING B (SITE PERMIT:201905161) * ENGINEERED PLANS W/201911416 *	$250,000	
08/23/2018	201800689	SITE DEVELOPMENT PERMIT FOR SELF STORAGE UNIT 70 X 160	$700,000	05/10/2019
02/04/2015	201409532	INTERIOR REMODEL TO AN EXISTING MINI	$100,000	

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Land Develop... Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

		STORAGE BUILDING FOR A CARETAKERS RESIDENCE		
12/23/2014	201409533	BUILDING PERMIT TO CONSTRUCT 70X160 MINI STORAGE BUILDING--NOC REQ & IN FILE FOR	$50,000	05/11/2015
11/13/2014	201406778	SITE DEVELOPMENT PERMIT FOR SELF STORAGE UNITS 70X	$100,000	06/17/2020
02/01/1997	199701242	MINI WAREHOUSES 4 BLDGS	$100	

Additional Site Addresses

Seq	Adrno	Dir	Street	Suffix	Suffix 2	City	Unit #
2	7443	N	FLORIDA	AVE		CITRUS SPRINGS	

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	1041-COMM HWY 41	S-SQUARE FOOT	59,426.00	200.0	300				PDR
2	1041-COMM HWY 41	S-SQUARE FOOT	59,425.00	200.0	300				PDR

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	PAVING ASPHALT-[1-SF]	1997			1	27,256	
1	2	CHAIN LINK FENCE-[1-SF]	1997	6	1,400	1	8,400	
1	3	CURBING-[2-LINEAL]	1997			1	193	
1	4	PAVING ASPHALT-[1-SF]	2015			1	12,980	
1	5	PARK LOT LIGHT FLUORESCENT-[3-UNIT]	2016			2	1	
6	6	PAVING ASPHALT-[1-SF]	2020			1	7,600	

Total Misc Value

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Last Updated: 22/Jun/2021
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Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Parcel Search Y

Altkey: 3195236
AFFORDABLE SECURE STORAGE CITRUS SPRINGS

Summary
Legal
Land & Agriculture
Residential
Commercial
Misc Improvements
Values
Sketch
Photos
Permits
Quick Links

Pictometry

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SV-21-03

Land Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
3600 W. Sovereign Path, Suite 292
Lecanto, Florida 34461-7788
(352) 527-7650 FAX (352) 527-7644

September 9, 2021

Affordable Secure Storage Citrus Springs LLC
16300 Old 41 Rd
Naples, FL 34110

Subject: Vacate of Alley Between Lots 26 and 27 of Citrus Springs Unit 15 – Plat Book 6, Pages 123-128

This letter will confirm that the Citrus County Water Resources Department has no objection to the property owner's request to vacate the alley between Lots 26 and 27, which are part of the plat for Citrus Springs Unit 15, Plat Book 6, Pages 123-128.

Sincerely,

Ken Cheek – Director, Citrus County Department of Water Resources

cc: File

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

FLORIDA PUBLIC UTILITIES

23August2021

Florida Public Utilities
3050 N Florida Ave
Hernando FL 34442

To Whom It May Concern,

Florida Public Utilities (FPU) has no objection to the proposed vacate of any Right Of Ways or Easements for the address 7401 N Florida Ave, Citrus Springs FL, Altkey 3195236. Florida Public Utilities has no facilities in the proposed area and releases any future access for the proposed vacate site.

Thank you,

Philip Zimmer
Gas Operations Supervisor

Florida Public Utilities Company
3050 N Florida Ave
Hernando FL 34442
352-447-2790
352-398-5663 Mobile
www.FPUC.com

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SV-21-03
Land Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

CITRUS COUNTY MOSQUITO CONTROL DISTRICT

Commissioners:
Stephanie Adams
AJ Green
Joe Adams

Director:
George Deskins

May 13, 2021

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

RE: Easement vacation: Vacate a platted undeveloped alley at Affordable Secure Storage, Citrus Springs, LLC (7401 N. Florida Ave, Citrus Springs, FL.).

Dear Ms. McKenzie,

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

Sincerely,

George Deskins
Director

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SEP 09 2021
SV-21-03
Land Development Division

968 N. LECANTO HWY. • LECANTO, FL 34461
PHONE: (352) 527-7478 • FAX: (352) 527-9567

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Charter

August 20, 2021

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

Re: Easement Vacate: Affordable Secure Storage Citrus Springs, LLC

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

Sincerely,

John Smith
Construction Coordinator
Charter Spectrum

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SEP 09 2021
SV-21-03
Land Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

AT&T Florida
Engineering Department
400 SW 2nd Ave
Gainesville, FL 32601

Phone: 352-371-5271
CP: 352-226-0645
Email: rx4884@att.com

Date: **April 1st, 2021**

To: **Brenda McKenzie, Permitting & Real Estate**

RE: **Public Utility Right-of-Way/ No Objection**

This is to advise that AT&T Florida has no objection to the alley and that no current utilities that require relocation and no future plans to construct utilities or utilize the right-of-way at issue, lying next to the south property line of 7401 N FLORIDA AVE, CITRUS SPRINGS, Florida within the County of Citrus (Parcel ID: 18E17S100150 11490 0270)

For additional information you may contact **the undersigned** at **352-226-0645**.

Sincerely,

Rick Marino

RICK MARINO
Mgr, OSP Plng & Engrg Design
AT&T Technology Operations

Email: rx4884@att.com

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SEP 09 2021
SV-21-03
Land Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

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

FROM: Craig Stevens, Fire Chief

DATE: October 22, 2021

SUBJECT: **Street Vacation Application Number SV-21-03, Brenda McKenzie for Affordable Secure Storage, LLC – to vacate that alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15, as recorded in Plat Book 6, Pages 123-128, public records of Citrus County, Florida (Section 30, Township 17 South, Range 19 East) in Citrus Springs, FL**

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

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

RECEIVED
OCT 26 2021
SV-21-03
Community Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Proof of Publication

from the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Theresa Holland and/or Mary Ann Naczi and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court,

3638-0831 TUCRN NOTICE TO PETITION TO VACATE PLAT The Petitioner, Brenda McKenzie on behalf of AFFORDABLE SECURE STORAGE, hereby give notice of their intention to petition the Citrus County Board of County Commissioners to vacate a portion of that

was published in said newspaper in the issues of

August 24th, 2021, August 31st, 2021,

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The forgoing instrument was acknowledged before me.

This 31'ST day of August 2021

By: Theresa Holland and/or Mary Ann Naczi and/or Tonya Knight and/or Jeanne Ethridge
who appeared by (X) means of physical presence or ( ) via online notarization.

Notary Public Maria A Parks

3638-0831 TUCRN

NOTICE TO PETITION TO VACATE PLAT

The Petitioner, Brenda McKenzie on behalf of AFFORDABLE SECURE STORAGE, hereby give notice of their intention to petition the Citrus County Board of County Commissioners to vacate a portion of that certain plat of Citrus Springs, Unit 15, as described in Exhibit "A" attached hereto and made a part hereof.

Exhibit "A" attached
By /s/ Brenda McKenzie
Petitioner

EXHIBIT "A"

Utility ALLEY Per Plat Books 6 Page 124
Lying between Lots 26 and Lot 27 Block 1149
of CITRUS SPRINGS UNIT 15
Citrus County Public Records

Published August 24 & 31, 2021

RECEIVED

SEP 09 2021

SV-21-03

Development Division

NOTARY PUBLIC STATE OF FLORIDA

MARIA A. PARKS
Commission # HH 099773
Expires April 20, 2025
Bonded Thru Budget Notary Services

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Commonwealth
LAND TITLE INSURANCE COMPANY

Ownership and Encumberance Report

Order No.: 9731412
Customer Reference Number CR312107114

Affordable Secure Storage - Citrus Springs, LLC,
a Florida limited liabilty company

Commonwealth Land Title Insurance Company has caused to be made a search of the Public Records of Citrus County, Florida, ("Public Records"), from 02/28/2017, through 08/09/2021 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

Lots 24, 25, 26 and 27, Block 1149, Citrus Springs Unit 15, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 123 through 128, inclusive, of the Public Records of Citrus County, Florida.

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

Affordable Secure Storage - Citrus Springs, LLC, a Florida limited liabilty compahy

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

Chain of Title Information:

A. Special Warranty Deed recorded in Official Records Book 2813, Page 2051.

Mortgage Information:

A. Mortgage and Assignment of Rents and Leases recorded in Official Records Book 2815, Page 2319.

B. Mortgage Modification Agreement recorded in Official Records Book 2928, Page 1129.

Judgment/Lien Information:

A. Notice of Commencement recorded in Official Records Book 3105, Page 2205.

Additional Information:

A. Certificate recorded in Official Records Book 3813, Page 2048.

B. Plat of Citrus Springs Unit 15 recorded in Plat Book 6, Page 123.

Tax Information:

NOTE: 2020 Real Property Taxes in the gross amount of $590.23 are Paid, under Tax I.D. No. 18E17S100150 11490 0270.

RECEIVED
SEP 09 2021
SV-21-03
Land Development Division

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Order No.: 9731412
Customer Reference Number CR312107114

NOTE: 2020 Real Property Taxes in the gross amount of $16,275.82 are Paid, under Tax I.D. No. 18E17S100150 11490 0240.

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

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

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

Commonwealth Land Title Insurance Company

Amanda Rowthorn

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Summary
Legal
Land & Agriculture
Residential
Commercial
Misc Improvements
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

Altkey: 3195236
AFFORDABLE SECURE STORAGE CITRUS SPRINGS

Parcel ID: 18E17S100150 11490 0270
7401 N FLORIDA AVE , CITRUS SPRINGS

Citrus County Property Appraiser, Cregg E. Dalton

1 of 1
My Tax Year: 2021

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

PC Code	1000 - VACANT COMM
Bldg Counts	Res 0 / MH 0 / Comm 0
Nbhd	0141 - HWY 41 CITRUS SPRINGS SOUTH TO E DEARBOR
Tax District	00CS - CITRUS SPRINGS
Subdivision	000374 - CITRUS SPRINGS UNIT 15
Short Legal	CITRUS SPRINGS UNIT 15 PB 6 PG 123 LOT 27 BLK 1149
Est. Parcel Sqft	59,421
Est. Parcel Acres	1.36
Map SC-TW-RG	30-17S-19E

Mailing Address

Name	AFFORDABLE SECURE STORAGE CITRUS SPRINGSLLC
Mailing Address	16300 OLD 41 RD NAPLES FL 34110

All Owners

Name		Owner Type
AFFORDABLE SECURE STORAGE CITRUS SPRINGS	LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	$36,770	$0	$36,770	$36,770	$0	$36,770	$0	$590.23	Link
2019	$36,770	$0	$36,770	$36,770	$0	$36,770	$0	$587.89	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
0024	CITRUS SPRINGS MSBU	$30.00
0131	FIRE SERVICES ASSESSMENT	$4.07
0147	WATER UTILITY AVAIL ASMT	$21.77

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
02/10/2017	$1,720,000	2813/2051	14-SALE / MORE THAN 1 PARCEL	I
04/01/2012	$525,000	2473/1726	14-SALE / MORE THAN 1 PARCEL	I
11/01/2003	$40,000	1670/0037	00-WARRANTY DEED	V

Sales do not generally appear in database until approximately 4 to 6 weeks after the closing 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	1041-COMM HWY 41	S-SQUARE FOOT	59,421.00	200.0	300				PDR

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	CHAIN LINK FENCE-[1-SF]	2020	6	715	1	4,290	

Total Misc Value

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

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Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Home Parcel Search

Summary
Legal
Land & Agricultu
Residential
Commercial
Misc Improveme
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

Altkey: 3498723
AFFORDABLE SECURE STORAGE CITRUS SPRINGS

Parcel ID: 18E17S100150 11490 0240
7465 N FLORIDA AVE , CITRUS SPRINGS

1 of 1
My Tax Year: 2021

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	4800 - WAREH/DIST TERM
Bldg Counts	Res 0 / MH 0 / Comm 7
Nbhd	0141 - HWY 41 CITRUS SPRINGS SOUTH TO E DEARBOR
Tax District	00CS - CITRUS SPRINGS
Subdivision	000374 - CITRUS SPRINGS UNIT 15
Short Legal	CITRUS SPRINGS UNIT 15 PB 6 PG 123 LOTS 24, 25 & 26 BLK1149 TITLE IN OR BK 2473 PG 1726
Est. Parcel Sqft	118,851
Est. Parcel Acres	2.73
Map SC-TW-RG	30-17S-19E

Mailing Address

Name	AFFORDABLE SECURE STORAGE CITRUS SPRINGSLLC
Mailing Address	16300 OLD 41 RD NAPLES FL 34110

All Owners

Name		Owner Type
AFFORDABLE SECURE STORAGE CITRUS SPRINGS	LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	$73,540	$996,190	$1,069,730	$1,069,730	$0	$1,069,730	$0	$16,245.82	Link
2019	$73,540	$992,910	$1,066,450	$1,066,450	$0	$1,066,450	$0	$16,420.19	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
0024	CITRUS SPRINGS MSBU	$105.00
0131	FIRE SERVICES ASSESSMENT	$880.00

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
02/10/2017	$1,720,000	2813/2051	14-SALE / MORE THAN 1 PARCEL	I

DISCLAIMER

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

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
10/17/2020	202012660	RECOVER SINGLE PLY FLAT ROOF 4 BUILDINGS;	$97,559	
04/09/2020	201905161	SITE IMPROVEMENT PERMIT FOR 2 SELF STORAGE UNITS 70 X 160	$650,000	04/09/2020
11/21/2019	201911416	MINI STORAGE BUILDING (A) ** NOC FOR 2 SELF STORAGE BUILDINGS OR3018/968 ** --S	$250,000	
11/21/2019	201911417	MINI STORAGE BUILDING B (SITE PERMIT:201905161) * ENGINEERED PLANS W/201911416 *	$250,000	
08/23/2018	201800689	SITE DEVELOPMENT PERMIT FOR SELF STORAGE UNIT 70 X 160	$700,000	05/10/2019
02/04/2015	201409532	INTERIOR REMODEL TO AN EXISTING MINI STORAGE BUILDING FOR A CARETAKERS RESIDENCE	$100,000	
12/23/2014	201409533	BUILDING PERMIT TO CONSTRUCT 70X160 MINI STORAGE BUILDING--NOC REQ & IN FILE FOR	$50,000	05/11/2015
11/13/2014	201406778		$100,000	06/17/2020

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

SITE DEVELOPMENT PERMIT FOR SELF STORAGE
UNITS 70X

02/01/1997 199701242 MINI WAREHOUSES 4 BLDGS $100

Additional Site Addresses

Seq	Adrno	Dir	Street	Suffix	Suffix 2	City	Unit #
2	7443	N	FLORIDA	AVE		CITRUS SPRINGS	

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	1041-COMM HWY 41 S-SQUARE FOOT		59,426.00	200.0	300			$36,770	PDR
2	1041-COMM HWY 41 S-SQUARE FOOT		59,425.00	200.0	300			$36,770	PDR

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	PAVING ASPHALT-[1-SF]	1997			1	27,256	22,610
1	2	CHAIN LINK FENCE-[1-SF]	1997	6	1,400	1	8,400	3,860
1	3	CURBING-[2-LINEAL]	1997			1	193	610
1	4	PAVING ASPHALT-[1-SF]	2015			1	12,980	20,460
1	5	PARK LOT LIGHT FLUORESCENT-[3-UNIT]	2016			2	1	1,280
6	6	PAVING ASPHALT-[1-SF]	2020			1	7,600	15,130

Total Misc Value
63,950

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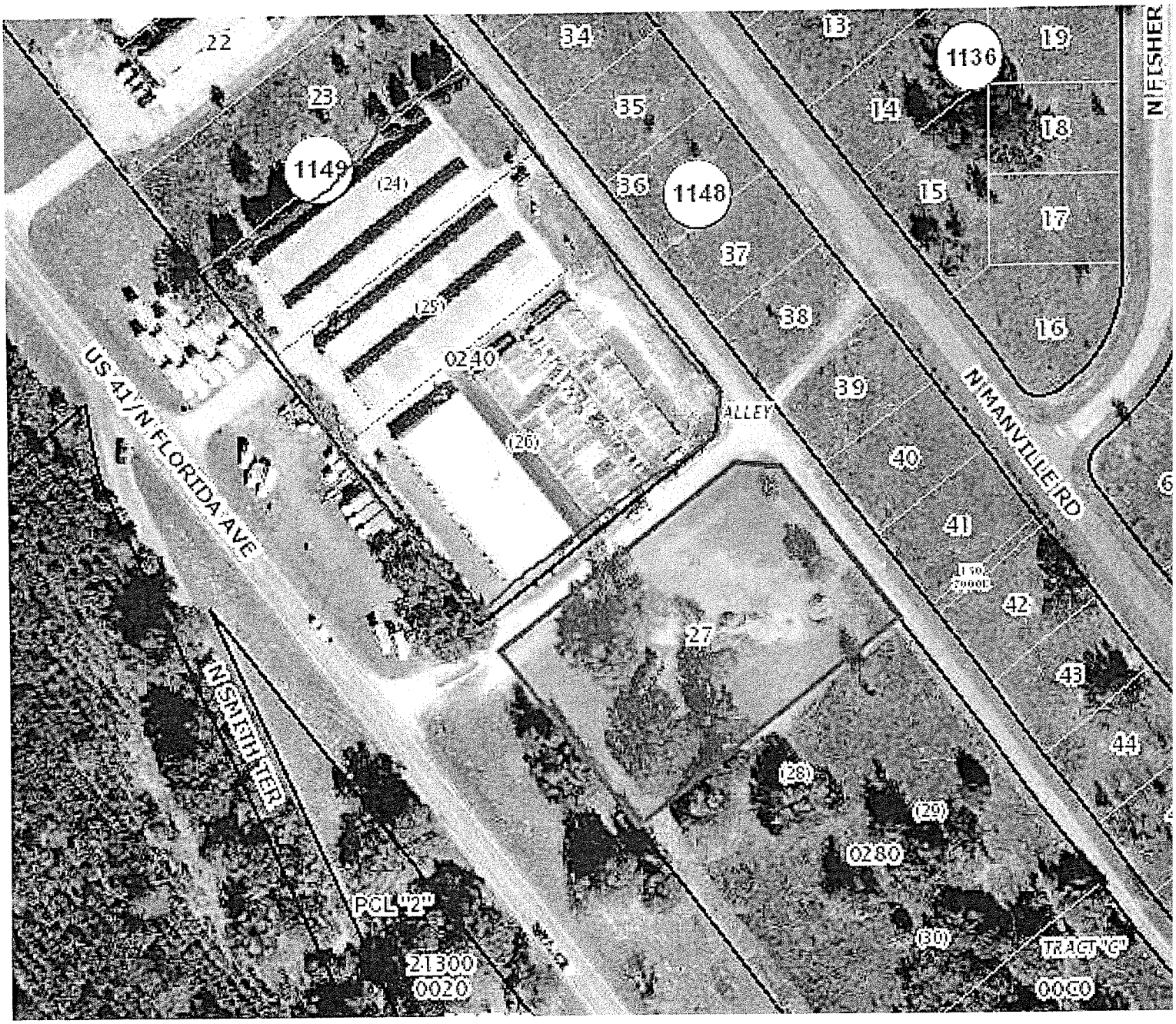
Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distance, location of easements, acreage or other matters shown thereon.

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

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Citrus County Tax Collector

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Search > Account Summary > Bill Details

Print this page

Real Estate Account #3195236

Certified Roll Owner:
AFFORDABLE SECURE STORAGE CITRUS SPRINGS LLC

Situs:
7401 N FLORIDA AVE
CITRUS SPRINGS 34434

Parcel details
Property Appraiser

Get bills by email

2020 Annual Bill

CITRUS COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	PARCEL NUMBER	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	18E17S100150 11490 0270	–	00CS	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2020
Please pay: $0.00

Combined taxes and assessments: $590.23

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
General County	6.2176	36,770	0	36,770	$228.62
Transportation Trust	0.5988	36,770	0	36,770	$22.02
Health Department	0.0651	36,770	0	36,770	$2.39
Library	0.3217	36,770	0	36,770	$11.83
Fire District	0.0000	36,770	0	36,770	$0.00
Stormwater	0.0974	36,770	0	36,770	$3.58
Fire Rescue EMS	0.5881	36,770	0	36,770	$21.62
Schools Local Req'd Effort	3.6820	36,770	0	36,770	$135.39
Schools Capital Outlay	1.5000	36,770	0	36,770	$55.16
Schools Discretionary	0.7480	36,770	0	36,770	$27.50
SWFWMD General	0.2669	36,770	0	36,770	$9.81
Mosquito Control	0.4478	36,770	0	36,770	$16.47

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
Citrus Springs MSBU		$30.00
Fire Services		$4.07
Water Utility Avail Assmt		$21.77
Total Non-Ad Valorem Assessments		**$55.84**

Parcel Details

Certified Roll Owner:	AFFORDABLE SECURE STORAGE CITRUS SPRINGS LLC	**Account**	3195236	**Assessed value:**	$36,770
Certified Roll Owner Address:	16300 OLD 41 RD NAPLES, FL 34110	**Parcel Number**	18E17S100150 11490 0270	**School assessed value:**	$36,770
Situs:	7401 N FLORIDA AVE CITRUS SPRINGS 34434	**Millage code**	00CS		
		Millage rate	14.5334		

2020 ANNUAL BILL

Ad valorem:	$534.39
Non-ad valorem:	$55.84
Total Discountable:	$590.23
No discount NAVA:	$0.00
Total tax:	$590.23

LEGAL DESCRIPTION

CITRUS SPRINGS UNIT 15 PB 6 PG 123 LOT 27 BLK 1149

LOCATION

Book, page, item:	2813-2051-
Section:	18
Township:	17
Range:	10
Use code:	1000

Citrus County Tax Collector
210 N. Apopka Ave., Ste. 100, Inverness, FL 34450

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Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

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Citrus County Tax Collector

Vehicle Registration | Property Tax | Business Tax

Search > Account Summary

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Real Estate Account #3498723

Certified Roll Owner:
AFFORDABLE SECURE STORAGE CITRUS SPRINGS LLC

Situs:
7465 N FLORIDA AVE
CITRUS SPRINGS 34434

Parcel details
Property Appraiser
Corrected

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **03/18/2021** for **$28.80**. Print paid bill (PDF)

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2020 Annual Bill	$0.00	**Paid** $28.80	03/18/2021	**Receipt** #054-20-00000737	Print (PDF)
		Payment $15,595.99	11/23/2020	**Receipt** #000-20-00008063	
2019 Annual Bill	$0.00	**Paid** $15,763.38	11/30/2019	**Receipt** #009-19-33841052	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $14,856.84	11/30/2018	**Receipt** #009-18-33902149	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $13,296.55	11/30/2017	**Receipt** #009-17-33934182	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $14,144.11	12/26/2016	**Receipt** #000-16-00007997	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $9,691.66	01/29/2016	**Receipt** #009-15-02972102	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $9,797.86	11/30/2014	**Receipt** #000-14-00002937	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $10,252.26	02/28/2014	**Receipt** #009-13-06326075	Print (PDF)
Total Amount Due	**$0.00**				

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Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

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Real Estate Account #3498723

Certified Roll Owner:
AFFORDABLE SECURE STORAGE CITRUS SPRINGS LLC

Situs:
7465 N FLORIDA AVE
CITRUS SPRINGS 34434

Parcel details
Property Appraiser
Corrected

Get bills by email

2020 Annual Bill

CITRUS COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	PARCEL NUMBER	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	18E17S100150 11490 0240	—	00CS	$0.00	PAID Print (PDF)

If paid by: Mar 31, 2021
Please pay: $0.00

Combined taxes and assessments: $16,275.82

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
General County	6.2176	1,069,730	0	1,069,730	$6,651.15
Transportation Trust	0.5988	1,069,730	0	1,069,730	$640.55
Health Department	0.0651	1,069,730	0	1,069,730	$69.64
Library	0.3217	1,069,730	0	1,069,730	$344.13
Fire District	0.0000	1,069,730	0	1,069,730	$0.00
Stormwater	0.0974	1,069,730	0	1,069,730	$104.19
Fire Rescue EMS	0.5881	1,069,730	0	1,069,730	$629.11
Schools Local Req'd Effort	3.6820	1,069,730	0	1,069,730	$3,938.75
Schools Capital Outlay	1.5000	1,069,730	0	1,069,730	$1,604.60
Schools Discretionary	0.7480	1,069,730	0	1,069,730	$800.16
SWFWMD General	0.2669	1,069,730	0	1,069,730	$285.51
Mosquito Control	0.4478	1,069,730	0	1,069,730	$479.03
Total Ad Valorem Taxes	**14.5334**				**$15,546.82**

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Non-Ad Valorem Assessments

Total Non-Ad Valorem Assessments

Parcel Details

Certified Roll Owner:	AFFORDABLE SECURE STORAGE CITRUS SPRINGS LLC	**Account**	3498723	**Assessed value:**	$1,069,730
		Parcel Number	18E17S100150 11490 0240	**School assessed value:**	$1,069,730
Certified Roll Owner Address:	16300 OLD 41 RD NAPLES, FL 34110	**Millage code**	00CS		
		Millage rate	14.5334		
Situs:	7465 N FLORIDA AVE CITRUS SPRINGS 34434				

2020 ANNUAL BILL		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$15,546.82	CITRUS SPRINGS UNIT 15 PB 6 PG 123 LOTS 24, 25 & 26 BLK 1149 TITLE IN OR BK 2473 PG 1726	**Book, page, item:**	2813-2051-
Non-ad valorem:	$729.00		**Section:**	18
Total Discountable:	$16,275.82		**Township:**	17
No discount NAVA:	$0.00		**Range:**	10
Total tax:	$16,275.82		**Use code:**	4800

Citrus County Tax Collector
210 N. Apopka Ave., Ste. 100, Inverness, FL 34450

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Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017009645 BK: 2813 PG: 2051 3/2/2017 1:32 PM 1 Receipt: 2017008771
RECORDING $18.50 D DOCTAX PD $12,040.00

Prepared by and return to:
Thomas H. Gunderson
Attorney at Law
HENDERSON, FRANKLIN, STARNES & HOLT, P.A.
1715 Monroe Street
Fort Myers, FL 33901
239-344-1372
File Number: **THG FLO CITRUS**
Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 28th day of **February, 2017** between **Florentine Holding Company III, LLC, a Florida limited liability company** whose post office address is **2400 1st Street, #303, Fort Myers, FL 33901**, grantor, and **Affordable Secure Storage - Citrus Springs, LLC, a Florida limited liability company** whose post office address is **16300 Old 41 Road, Naples, FL 34110**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 24, 25, 26 and 27, Block 1149, Citrus Springs Unit 15, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 123 through 128, of the Public Records of Citrus County, Florida.

Parcel Identification Number: 18E17S100150 11490 0240 & 0270

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the 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 claiming by, through or under grantors.

[SIGNATURES TO FOLLOW]

DoubleTime

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

J.2.b

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

Signed, sealed and delivered in our presence:

Florentine Holding Company III, LLC, a Florida limited liability company

By: _____
Joseph Florentine, Manager

L Walker
Witness Name: Lindsay Walker

Angelina Domena
Witness Name: Angelina Domena

State of New Jersey
County of Monmouth

The foregoing instrument was acknowledged before me this 10th day of February, 2017 by Joseph Florentine, Manager of Florentine Holding Company III, LLC, a Florida limited liability company, on behalf of said company. He [✓] is personally known or [ ] has produced _____ as identification.

[Notary Seal]

L Walker
Notary Public

Printed Name: Lindsay Walker

My Commission Expires: 3/15/21

LINDSAY WALKER
NOTARY PUBLIC OF NEW JERSEY
ID # 50034174
My Commission Expires 3/15/2021

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017011552 BK: 2815 PG: 2319 3/14/2017 1:25 PM 1 Receipt: 2017010598
RECORDING $180.00 INDEX $2.00

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC R4057-O1R
7711 Plantation Road, 1st Floor
Roanoke, VA 24019
Attn: Loan Documentation
Telephone No. 540-561-7087

Prepared by: Aileen S. Davis
Akerman LLP
401 E. Jackson St., Ste. 1700
Tampa, FL 33602

THIS MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES SECURES A TERM NOTE WITH A VARIABLE RATE OR INTEREST IN THE AMOUNT OF $6,735,000.00. FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF $23,572.50 AND FLORIDA NON-RECURRING INTANGIBLE TAX IN THE AMOUNT OF $13,470.00 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT IN COLLIER COUNTY, FLORIDA.

MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "Mortgage") is executed as of February 28, 2017, by AFFORDABLE SECURE STORAGE – HUDSON, LLC, as to Parcel 1; AFFORDABLE SECURE STORAGE – CITRUS SPRINGS, LLC, as to Parcel 2; AFFORDABLE SECURE STORAGE – LAKELAND, LLC, as to Parcel 4; AFFORDABLE SECURE STORAGE – OCALA, LLC, as to Parcel 3; and NMSS, LLC, as to Parcel 5 (collectively, "Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns to Mortgagee, with the right of entry and possession, Mortgagor's interest in: (a) all real property located in Pasco County, Citrus County, Marion County, Polk County, and Collier County, Florida, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Mortgagor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (collectively,

the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property is: Parcel 1: 8619 New York Avenue, Hudson, FL; Parcel 2: 7465 N. Florida Avenue, Citrus Springs, FL; Parcel 3: 1105 W. Highway 40, Ocala, FL; Parcel 4: 1925 George Jenkins Blvd., Lakeland, FL; and Parcel 5: 3706 Domestic Drive, Naples, FL. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Term Note ("Note") dated as of February 28, 2017, in the maximum principal amount of $6,735,000.00, with interest as provided therein, executed by Mortgagor and payable to Mortgagee or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) subject to the Section hereof entitled Future Advances, payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including

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without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

2.4 Future Advances. This Mortgage shall secure any additional loans as well as any and all present or future advances and readvances made by Mortgagee to or for the benefit of Mortgagor or the Subject Property within 20 years from the date hereof (whether such advances are obligatory or are made at the option of Mortgagee or otherwise), including without limitation: (a) principal, interest, late charges, fees and other amounts due under this Mortgage; (b) all advances by Mortgagee to Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Subject Property; (c) all advances made or costs incurred by Mortgagee for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Mortgagee for the enforcement and protection of the Subject Property or the lien of this Mortgage; and (d) all legal fees, costs and other expenses incurred by Mortgagee by reason of any default or otherwise in connection with the Secured Obligations. The amount that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total amount of the Secured Obligations shall not exceed twice the aggregate amount of the Note and each other instrument, agreement or obligation specifically described herein or in any rider attached to and recorded with this Mortgage, or otherwise incorporated herein by reference, including any of the foregoing that is incorporated into this Mortgage by a modification or similar document recorded subsequent to the date hereof, plus interest, and any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Subject Property with interest on such disbursements as provided herein.

ARTICLE III. ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues and profits of the Subject Property (collectively, "Rents"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the

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right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing. Mortgagor shall also pay any documentary stamp taxes or intangible taxes due in connection with the Secured Obligations.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry public liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. Upon the occurrence Default and the failure to cure it within any applicable grace or cure period, at Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance

premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) all other claims and awards for damages to or decrease in value of the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable

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servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed to Mortgagee in writing prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "Hazardous Materials").

(b) The Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "Hazardous Materials Laws"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) There are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or

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estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be asserted or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

4.17 Mortgagor Different From Obligor ("Third Party Mortgagor"). As used in this Section, the term "Obligor" shall mean each person or entity obligated in any manner under any of the Secured Obligations; and the term "Third Party Mortgagor" shall mean (1) each person or entity included in the definition of Mortgagor herein and which is not an Obligor under all of the Secured Obligations, and (2) each person or entity included in the definition of Mortgagor herein if any Obligor is not included in said definition.

(a) Representations and Warranties. Each Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Mortgage is executed at an Obligor's request; (ii) this Mortgage complies with all agreements between each Third Party Mortgagor and any Obligor regarding such Third Party Mortgagor's execution hereof; (iii) Mortgagee has made no representation to any Third Party Mortgagor as to the creditworthiness of any Obligor; and (iv) each Third Party Mortgagor has established adequate means of obtaining from each Obligor on a continuing basis financial and other information pertaining to such Obligor's financial condition. Each Third Party Mortgagor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Third Party Mortgagor's risks hereunder. Each Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to any Third Party Mortgagor any information or material about any Obligor which is acquired by Mortgagee in any manner. The liability of each Third Party Mortgagor hereunder shall be reinstated and revived, and the rights of Mortgagee shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Obligation is rescinded or must otherwise be restored by Mortgagee, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Mortgagee in its sole discretion; provided however, that if Mortgagee chooses to contest any such matter at the request of any Third Party Mortgagor, each Third

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Party Mortgagor agrees to indemnify and hold Mortgagee harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Mortgagee in connection therewith, including without limitation, in any litigation with respect thereto.

(b) Waivers.

(i) Each Third Party Mortgagor waives any right to require Mortgagee to: (A) proceed against any Obligor or any other person; (B) marshal assets or proceed against or exhaust any security held from any Obligor or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any Obligor or any other person; (D) take any other action or pursue any other remedy in Mortgagee's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional obligations.

(ii) Each Third Party Mortgagor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Obligor or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of any Secured Obligation; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any Obligor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Obligor; (D) the application by any Obligor of the proceeds of any Secured Obligation for purposes other than the purposes represented by any Obligor to, or intended or understood by, Mortgagee or any Third Party Mortgagor; (E) any act or omission by Mortgagee which directly or indirectly results in or aids the discharge of any Obligor or any portion of any Secured Obligation by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Mortgagee against any Obligor; (F) any impairment of the value of any interest in any security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of any Secured Obligation, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any Secured Obligation or any portion thereof, including increase or decrease of the rate of interest thereon; or (H) any requirement that Mortgagee give any notice of acceptance of this Mortgage. Until all Secured Obligations shall have been paid in full, no Third Party Mortgagor shall have any right of subrogation, and each Third Party Mortgagor waives any right to enforce any remedy which Mortgagee now has or may hereafter have against any Obligor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Mortgagee. Each Third Party Mortgagor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Mortgagee, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, destroys such Third Party Mortgagor's rights of subrogation or such Third Party Mortgagor's rights to proceed against any Obligor for reimbursement; or (2) any loss of rights any Third Party Mortgagor may suffer by reason of any rights, powers or remedies of any Obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Obligor's obligations.

(iii) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

ARTICLE V. DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a "Default" under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b)

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any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Note or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Secured Obligations that are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Subject Property by judicial proceedings, the Subject Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Subject Property or in any other security hereunder or otherwise appertaining to any of the Secured Obligations, whether by any statute, rule or precedent that may otherwise require said security to be marshaled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Secured Obligations or any deficiency remaining unpaid after the foreclosure sale of the Subject Property. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

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(f) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, Insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

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5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 No Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Subject Property unless Mortgagee specifically consents to a merger in writing.

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices. All notices, requests and demands which Mortgagor or Mortgagee is required or may desire to give to the other party must be in writing, delivered to Mortgagee at the following address:

WELLS FARGO BANK, NATIONAL ASSOCIATION
125 High Street, 15th Floor
MAC Code: J9226-154
Boston, MA 02110
Attention: Michael J. Sweeney

and to Mortgagor at its address set forth at the signature lines below, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof.

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6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Note, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

6.9 Arbitration.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Mortgage and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court. Failure to timely file the demand for arbitration as ordered by the court will result in that party's right to demand arbitration being automatically terminated.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Florida selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

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(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Florida or a neutral retired judge of the state or federal judiciary of Florida, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Florida and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Florida Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed this Mortgage or any other contract, instrument or document relating to any Secured Obligation, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

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(i) Small Claims Court. Notwithstanding anything herein to the contrary, each party retains the right to pursue in Small Claims Court any dispute within that court's jurisdiction. Further, this arbitration provision shall apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the Small Claims Court.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

AFFORDABLE SECURE STORAGE - HUDSON, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

Address
16300 Old 41 Road
Naples, FL 34110

AFFORDABLE SECURE STORAGE - OCALA, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

Address
16300 Old 41 Road
Naples, FL 34110

NMSS, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

Address
16300 Old 41 Road
Naples, FL 34110

AFFORDABLE SECURE STORAGE - CITRUS SPRINGS, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

Address
16300 Old 41 Road
Naples, FL 34110

AFFORDABLE SECURE STORAGE - LAKELAND, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

Address
16300 Old 41 Road
Naples, FL 34110

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on March 1, 2017, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – HUDSON, LLC, a Florida limited liability company, on behalf of the company, ✓ who is personally known to me or ____ who has provided a driver's license as identification.

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is:

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on March 1, 2017, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – CITRUS SPRINGS, LLC, a Florida limited liability company, on behalf of the company, ✓ who is personally known to me or ____ who has provided a driver's license as identification.

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is:

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on March 1, 2017, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – LAKELAND, LLC, a Florida limited liability company, on behalf of the company, ✓ who is personally known to me or ____ who has provided a driver's license as identification.

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is:

(4103109v1)

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on March 1, 2017, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – OCALA, LLC, a Florida limited liability company, on behalf of the company, ✓ who is personally known to me or ____ who has provided a driver's license as identification.

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is:

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on March 1, 2017, by Timothy G. Sheehan, Manager of NMSS, LLC, a Florida limited liability company, on behalf of the company, ____ who is personally known to me or ✓ who has provided a driver's license as identification.

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is:

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

EXHIBIT A
(Description of Property)

Exhibit A to Mortgage and Assignment of Rents and Leases executed by AFFORDABLE SECURE STORAGE – HUDSON, LLC, as to Parcel 1; AFFORDABLE SECURE STORAGE – CITRUS SPRINGS, LLC, as to Parcel 2; AFFORDABLE SECURE STORAGE – LAKELAND, LLC, as to Parcel 4; AFFORDABLE SECURE STORAGE – OCALA, LLC, as to Parcel 3; and NMSS, LLC, as to Parcel 5, as Mortgagor, to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Mortgagee, dated as of February 28, 2017.

PARCEL 1 (PASCO COUNTY):

Lots 3 and 4, Block 2, Gulf Coast Acres Unit 4, according to plat thereof as recorded in Plat Book 5, Page 87, of the Public Records of Pasco County, Florida; and

Lot 5, Block 2, Gulf Coast Acres Unit 4, according to plat thereof as recorded in Plat Book 5, Page 87, of the Public Records of Pasco County, Florida; less and except the Southerly 5 feet thereof for road right of way and also less and except the North 430 feet thereof.

PARCEL 2 (CITRUS COUNTY):

Lots 24, 25, 26 and 27, Block 1149, Citrus Springs Unit 15, according to plat thereof as recorded in Plat Book 6, Pages 123 through 128, of the Public Records of Citrus County, Florida.

PARCEL 3 (MARION COUNTY):

PARCEL A:

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida, thence N 89°19'53" W along the North boundary of Section 16, a distance of 39.80 feet to the West right of way line of NW 110th Avenue, thence S 01°12'10" W along said West right of way line 1715.22 feet; thence S 0°57'50" W, along said right of way line 559.73 feet to the Point of Beginning, thence continue S 00°57'50" W along said West right of way line 400.00 feet to the Point of Intersection with the North right of way line of State Road No. 40, said point being also on a curve concave Southeasterly having a radius of 5769.58 feet, thence Southwesterly along said North right of way curve an arc distance of 616.27 feet, thence N 0°57'50" E 464.38 feet, thence S 89°02'10" E 612.59 feet to the Point of Beginning.

AND

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida, thence N 89°19'53" W along the North boundary of said Section 16 a distance of 39.80 feet to the West right of way line of NW 110th Avenue, thence S 01°12'10" W along said West right of way line 1715.22 feet, thence continue along said West right of way line S 00°57'50" W 346.19 feet to the Point of Beginning, thence continue S 00°57'50" W along said West right of way line 213.54 feet, thence N 89°02'10" W 612.59 feet, thence N 00°57'50" E 213.54 feet, thence S 89°02'10" E 612.59 feet to the Point of Beginning.

EXCEPT

Commence at the intersection of the Westerly right of way of NW 110th Avenue and the Northerly right of way of SR #40; thence Southwesterly along said Northerly right of way of SR #40, a distance of 209 feet, more or less; thence N 00°57'50" E a distance of 226 feet, more or less; thence S 89°02'10" E a distance of 207 feet, more or less to the Westerly right of way of NW 110th Avenue; thence S 00°57'50" W a distance of 200 feet, more or less, to the Point of Beginning. Said property lying in and being part of Section 16, Township 15 South, Range 20 East, Marion County, Florida.

ALSO LESS

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; thence North 89°19'53" West along the North boundary of said Section a distance of 39.80 feet to the West right of way line of Northwest 110th Avenue; thence South 01°12'10" West along said West right of way line 1715.22 feet; thence South 00°57'50" West along said West right of way line 757.14 feet; thence North 89°02' West 211.86 feet to the Point of Beginning; thence continue North 89°02' 10" West 400.73 feet; thence North 0°57'50" East 411.22 feet; thence South 89°02'10" East 400.73 feet; thence South 0°37'50" West 411.22 feet to the Point of Beginning.

{40965927;1}

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

ALSO LESS

A parcel of land location in Section 16, Township 15 South, Range 20 East, being more particularly described as follows:

COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE N.89°19'53"W., ALONG THE NORTH BOUNDARY OF SAID SECTION 16 A DISTANCE OF 39.80 FEET TO THE WEST RIGHT-OF-WAY LINE OF NW. 110TH AVENUE; THENCE S.01°12'10"W., ALONG SAID WEST RIGHT-OF-WAY LINE 1715.22 FEET; THENCE S.00°57'50"W., ALONG SAID WEST RIGHT-OF-WAY LINE 346.19 FEET TO A POINT; N.89°02'10"W., A DISTANCE OF 211.86 FEET AN IRON ROD & CAP, STAMPED P.L.S. 2502; THENCE S.00°19'19"W., A DISTANCE OF 411.02 FEET TO AN IRON ROD & CAP, STAMPED P.L.S. 6895; THENCE N.89°40'41"E., A DISTANCE OF 3.35 FEET TO A POINT; THENCE S.00°19'35"W., A DISTANCE OF 15.78 FEET TO THE POINT-OF-BEGINNING OF LOT No.2; THENCE CONTINUE S.00°19'35"W., A DISTANCE OF 201.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 40, SAID POINT ALSO BEING ON A CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS DISTANCE OF 5769.58 FEET AND A CENTRAL ANGLE OF 03°32'32"; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, AN ARC DISTANCE OF 356.70 FEET, THROUGH A CHORD BEARING AND DISTANCE OF S.83°33'14"W., 356.64 FEET TO THE POINT-OF-BEGINNING OF THE NEW EXCEPTION PARCEL AS DESCRIBED HEREIN; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, A CENTRAL ANGLE OF 00°18'06" AND AN ARC DISTANCE OF 30.39 FEET, THROUGH A CHORD BEARING AND DISTANCE OF S.81°37'55"W., 30.39 FEET TO THE SOUTHEAST CORNER OF THAT EXCEPTION TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2754 AT PAGES 1598 - 1599 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, A CENTRAL ANGLE OF 00°12'04" AND AN ARC DISTANCE OF 20.25 FEET, THROUGH A CHORD BEARING AND DISTANCE OF S.81°22'50"W,, 20.25 FEET TO THE SOUTHWEST CORNER OF SAID EXCEPTION TRACT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2754, AT PAGES 1598 - 1599; THENCE DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE, N.00°19'53"E., A DISTANCE OF 43.15 FEET TO THE NW. CORNER OF SAID EXCEPTION TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2754, AT PAGES 1598 - 1599; THENCE CONTINUE N.00°19'53"E., ALONG THE WEST BOUNDARY LINE OF AFORESAID LOT No.2, A DISTANCE OF 41.13 FEET TO A POINT; THENCE DEPARTING FROM SAID WEST BOUNDARY LINE, S.89°40'07"E., A DISTANCE OF 36.99 FEET TO A POINT; THENCE S.09°20'37"E., A DISTANCE OF 77.64 FEET TO THE POINT-OF-BEGINNING. SAID NEW EXCEPTION PARCEL, LYING AND BEING SITUATE IN MARION COUNTY, FLORIDA.

ALSO LESS AND EXCEPT O.R. BOOK 2185, PAGE 1729 (FIRE STATION)

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; Thence N 89°19'53" W, along the North boundary of said Section 16, a distance of 39.80 feet to the West Right of Way line of NW 110 Avenue; Thence S 01°12'10" W., along said West Right of Way line 1715.22 feet; Thence continue along said West Right of Way line S 00°57'50" W 346.19 feet to the Point of Beginning; Thence continue S 00°57'50" W along said West Right of Way line, 411.22 feet; thence N 89°02'10" W., a distance of 211.86 feet; thence N 00°57'50" E 411.22 feet; thence S 89°02'10" E, a distance of 211.86 feet to the Point of Beginning.

PARCEL B:

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; thence North 89°19'53" West along the North boundary of said Section a distance of 39.80 feet to the West right of way line of Northwest 110th Avenue; thence South 01°12'10" West along said West right of way line 1715.22 feet; thence South 00°57'50" West along said West right of way line 757.14 feet; thence North

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

89°02'10' West 211.86 feet to the Point of Beginning; thence continue North 89°02' 10" West 400.73 feet; thence North 0°57'50" East 411.22 feet; thence South 89°02'10" East 400.73 feet; thence South 0°37'50" West 411.22 feet to the Point of Beginning.

Together with a 30.00 foot wide ingress and egress easement over and across the following described property:

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; thence North 89°19'53" West along the North boundary of said Section 16 a distance of 39.80 feet to the West right of way line of Northwest 110th Avenue; thence South 01°12'10" West, along said West right of way line 1715.22 feet; thence South 00°57'50" West along said West right of way line 727.14 feet to the Point of Beginning; thence continue South 0°57'50" West along said West right of way line 30.00 feet; thence North 89°02'10" West 211.86 feet; thence North 00°57'50" East 30.00 feet; thence South 89°02'10" East 211.86 feet to the Point of Beginning.

PARCEL 4 (POLK COUNTY):

Lot 1, Less the West 150 feet thereof, Block B, Tampa Highway Industrial Addition to Lakeland, according to the plat thereof recroded in Plat Book 30, Page 49A, Public Records of Polk County, Florida, being part of the South 1/2 of the Southwest 1/4 of Section 14, Township 28 South, Range 23 East;

Together with a non-exclusive easement for ingress and egress over the East 25 feet of the West 50 feet of Lot 6, Block B, said Tampa Highway Industrial Addition to Lakeland, and a 5 foot by 10 foot signage easement within the Southwest corner area of Lot 6, Block B, said Tampa Highway Industrial Addition to Lakeland, as created by and recorded in Official Records Book 2326, Page 2224, Public Records of Polk County, Florida.

PARCEL 5 (COLLIER COUNTY):

The Northwest quarter (NW 1/4) of the South 688.60 feet of the West half (W 1/2) of the West half (W 1/2) of the East half (E 1/2) of the Northwest quarter (NW 1/4) of Section 36, Township 49 South, Range 25 East, Collier County, Florida.

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018048127 BK: 2928 PG: 1129 9/21/2018 12:13 PM 1 Receipt: 2018042513
RECORDING $86.50 INDEX $2.00

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC R4057-01R
7711 Plantation Road, 1st Floor
Roanoke, VA 24019
Attn: Loan Documentation

Prepared by:
Aileen S. Davis
Akerman LLP
401 E. Jackson St., Ste. 1700
Tampa, FL 33602

THIS MORTGAGE MODIFICATION AGREEMENT IS ENTERED INTO BY AND BETWEEN THE PARTIES TO EVIDENCE A MODIFICATION OF THE MORTGAGE REFERENCED BELOW TO CORRECT AN ERROR IN THE ADDRESS OF TWO PROPERTIES SECURED BY THE MORTGAGE, ALL AS MORE FULLY SET FORTH BELOW.

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT ("Agreement") is made as of August 10, 2018, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is 113 S. Tennessee Avenue, Lakeland, FL 33801, ("Mortgagee") and AFFORDABLE SECURE STORAGE – HUDSON, LLC, as to Parcel 1; AFFORDABLE SECURE STORAGE – CITRUS SPRINGS, LLC, as to Parcel 2; AFFORDABLE SECURE STORAGE – OCALA, LLC, as to Parcel 3; AFFORDABLE SECURE STORAGE – LAKELAND, LLC, as to Parcel 4; and NMSS, LLC, as to Parcel 5 (collectively, "Mortgagor"), whose address is 16300 Old 41 Road, Naples, FL 34110.

1. Mortgagor executed and delivered to Mortgagee that certain Mortgage and Assignment of Rents and Leases dated as of February 28, 2017 recorded in the public records of (i) Pasco County, Florida in Official Records Book 9509 at Page 103; (ii) Citrus County, Florida in Official Records Book 2815 at Page 2319; (iii) Marion County, Florida in Official Records Book 6545 at Page 1408; (iv) Polk County, Florida in Official Records Book 10093 at Page 20; and (v) Collier County, Florida in Official Records Book 5372 at Page 3 (the "Mortgage"), which Mortgage encumbers the real property described on Exhibit "A" attached hereto.

2. Section 1.2 of the Mortgage, Address, is hereby revised to read:

1.2 Address. The address of the Subject Property is: Parcel 1: 8619 New York Avenue, Hudson, FL 34667; Parcel 2: 7465 N. Florida Avenue, Citrus Springs, FL 34434; Parcel 3: 14055 W. Highway 40, Ocala, FL 34462; Parcel 4: 1925 George Jenkins Blvd., Lakeland, FL 33815; and Parcel 5: 3706 Domestic Avenue, Naples, FL 34101. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict

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between the provisions of Exhibit A and said address, Exhibit A shall control.

3. Ratification. Except as herein modified and amended, the terms and conditions of the Mortgage and all of the other documents executed and delivered in connection with the Note, as that term is defined in the Mortgage (collectively, the "Loan Documents") are hereby ratified and affirmed and shall remain in full force and effect.

4. Warranties and Representations. Mortgagor hereby acknowledges, warrants, and represents that (i) Mortgagor has no defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or to any predecessor in interest to Mortgagee, or with respect to any covenant in the Loan Documents or if any such defense, offset or counterclaim exists, they are hereby irrevocably waived (even if such are presently unknown to Mortgagor); (ii) Mortgagee, and each predecessor in interest to Mortgagee, on and as of the date hereof, have fully performed all obligations to Mortgagor which they may have had or have on the date hereof; (iii) other than as expressly set forth herein, by entering into this Agreement, Mortgagee does not waive any condition or obligation under the Loan Documents; (iv) if Mortgagee shall waive or fail to enforce any of the conditions or provisions of this Agreement or the Loan Documents, or if any predecessor in interest to Mortgagee shall have previously waived or failed to enforce any of the conditions or provisions of the Loan Documents, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such, and Mortgagee shall at any time, without further or other notice, (regardless of any prior waiver by Mortgagee, or of any predecessor in interest to Mortgagee, or default of Mortgagor or delay of Mortgagee in exercising any right, privilege or option) have the right to insist upon the enforcement of such conditions or provisions; and (v) if Mortgagor should file for protection under the Bankruptcy Code, Mortgagee shall be entitled to immediate relief from the automatic stay, and shall consent to same.

5. Security. The parties hereto acknowledge and agree that the payment of the Note is secured by the Loan Documents.

6. Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Loan Documents. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of Loan Documents, over the claims which would otherwise be subordinate thereto, then to the extent so ruled by such court, and to the extent that third persons acquiring an interest in such property as is encumbered by the respective Mortgage and other Loan Documents between the time of execution of the Mortgage, other Loan Documents, and the execution hereof, are prejudiced thereby, this Agreement, or such portion hereof as shall be so construed, shall be void and of no force and effect and this Agreement shall constitute, as to that portion, a subordinate lien on the collateral described therein, incorporating by reference the terms of the Mortgage and other Loan Documents, and which Mortgage and other Loan Documents then shall be enforced pursuant to the terms therein contained, independent of this Agreement; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing from the Mortgagor to the Mortgagee shall have been paid in full.

7. Lien. Mortgagor warrants and represents that the liens of the Loan Documents are valid liens on the Property, as modified hereby, and with a priority as stated herein. If at any time Mortgagee shall determine that the lien priority of the Mortgage as stated therein is invalid

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

or in jeopardy, or if at any time Mortgagee is unable to obtain title insurance insuring such lien as valid liens with the priority stated therein on the Property, then Mortgagee shall have the option of declaring the entire indebtedness secured by the Loan Documents, together with all accrued interest, to be immediately due and payable in full.

8. Miscellaneous.

(a) Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and of the United States of America and the rules and regulations promulgated under the authority thereof.

(c) Time is of the essence of this Agreement.

(d) As used herein, the neuter gender shall include the masculine and feminine genders, and vice versa, and the singular the plural, and vice versa, as the context demands.

(e) This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

9. Supplemental Provisions. The Mortgage is hereby amended and modified by adding the following Supplemental Provisions:

> SUPPLEMENTAL PROVISIONS CONCERNING INDEBTEDNESS, CROSS-COLLATERALIZATION, AND PERSONAL PROPERTY. The definition of "Indebtedness" in the Mortgage additionally includes, without limitation, all liability and obligations of Mortgagor, Borrower, or any of them, arising under or in connection with any "swap agreement" (as defined in 11 U.S.C. Section 101) at any time entered into with Mortgagee in connection with the 2013 Note.
>
> Notwithstanding anything to the contrary in the Mortgage, any cross-collateralization provision and any other provisions contained therein expanding the scope of the secured obligations beyond the 2013 Note, any related "swap agreements" (as defined above), and obligations to protect and preserve collateral, shall have no force or effect.
>
> Additionally, notwithstanding anything to the contrary in the Mortgage, if at any time the Mortgagor grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "Covered Structure"), then while it is subject to such designation, the term "Personal Property" as used in the Mortgage shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

AFFORDABLE SECURE STORAGE - HUDSON, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Michael W. Sweeney,
Senior Vice President

AFFORDABLE SECURE STORAGE - CITRUS SPRINGS, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

AFFORDABLE SECURE STORAGE - OCALA, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

AFFORDABLE SECURE STORAGE - LAKELAND, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

NMSS, LLC,
a Florida limited liability company

By: _____
Timothy G. Sheehan,
Manager

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

46011214;1

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on September 4, 2018, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – HUDSON, LLC, a Florida limited liability company, on behalf of the company, X who is personally known to me or ____ who has provided a driver's license as identification.

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is:

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on September 4, 2018, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – CITRUS SPRINGS, LLC, a Florida limited liability company, on behalf of the company, X who is personally known to me or ____ who has provided a driver's license as identification.

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is:

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

46011214;1

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on September 4, 2018, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – LAKELAND, LLC, a Florida limited liability company, on behalf of the company, X who is personally known to me or ____ who has provided a driver's license as identification.

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is: ____

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on September 4, 2018, by Timothy G. Sheehan, Manager of AFFORDABLE SECURE STORAGE – OCALA, LLC, a Florida limited liability company, on behalf of the company, X who is personally known to me or ____ who has provided a driver's license as identification.

(Signature)
Daniel Stewart
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is: ____

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

46011214;1

STATE OF MA)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me on September 4, 2018, by Timothy G. Sheehan, Manager of NMSS, LLC, a Florida limited liability company, on behalf of the company, X who is personally known to me or ____ who has provided a driver's license as identification.

(Signature)
Daniel Steward
(Type or Print Name)
My Commission Expires: July 1, 2022
My Commission Number is: ____

DANIEL M STEWART
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 1, 2022

STATE OF MA)
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me on Sept 7, 2018, by Michael W. Sweeney, as a Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of the association, X who is personally known to me or __ who has provided a driver's license as identification.

(Signature)
Noel Nunez
(Type or Print Name)
My Commission Expires: 02/10/2023
My Commission Number is: ____

NOEL NUNEZ
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 02/10/2023

46011214;1

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

EXHIBIT "A"

Legal Description

PARCEL 1 (PASCO COUNTY):

Lots 3 and 4, Block 2, Gulf Coast Acres Unit 4, according to plat thereof as recorded in Plat Book 5, Page 87, of the Public Records of Pasco County, Florida; and

Lot 5, Block 2, Gulf Coast Acres Unit 4, according to plat thereof as recorded in Plat Book 5, Page 87, of the Public Records of Pasco County, Florida; less and except the Southerly 5 feet thereof for road right of way and also less and except the North 430 feet thereof.

PARCEL 2 (CITRUS COUNTY):

Lots 24, 25, 26 and 27, Block 1149, Citrus Springs Unit 15, according to plat thereof as recorded in Plat Book 6, Pages 123 through 128, of the Public Records of Citrus County, Florida.

PARCEL 3 (MARION COUNTY):

PARCEL A:

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida, thence N 89°19'53" W along the North boundary of Section 16, a distance of 39.80 feet to the West right of way line of NW 110th Avenue, thence S 01°12'10" W along said West right of way line 1715.22 feet; thence S 0°57'50" W, along said right of way line 559.73 feet to the Point of Beginning, thence continue S 00°57'50" W along said West right of way line 400.00 feet to the Point of Intersection with the North right of way line of State Road No. 40, said point being also on a curve concave Southeasterly having a radius of 5769.58 feet, thence Southwesterly along said North right of way curve an arc distance of 616.27 feet, thence N 0°57'50" E 464.38 feet, thence S 89°02'10" E 612.59 feet to the Point of Beginning.

AND

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida, thence N 89°19'53" W along the North boundary of said Section 16 a distance of 39.80 feet to the West right of way line of NW 110th Avenue, thence S 01°12'10" W along said West right of way line 1715.22 feet, thence continue along said West right of way line S 00°57'50" W 346.19 feet to the Point of Beginning, thence continue S 00°57'50" W along said West right of way line 213.54 feet, thence N 89°02'10" W 612.59 feet, thence N 00°57'50" E 213.54 feet, thence S 89°02'10" E 612.59 feet to the Point of Beginning.

EXCEPT

Commence at the intersection of the Westerly right of way of NW 110th Avenue and the Northerly right of way of SR #40; thence Southwesterly along said Northerly right of way of SR #40, a distance of 209 feet, more or less; thence N 00°57'50" E a distance of 226 feet, more or less; thence S 89°02'10" E a distance of 207 feet, more or less to the Westerly right of way of NW 110th Avenue; thence S 00°57'50" W a distance of 200 feet, more or less, to the Point of Beginning. Said property lying in and being part of Section 16, Township 15 South, Range 20 East, Marion County, Florida.

ALSO LESS

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; thence North 89°19'53" West along the North boundary of said Section a distance of 39.80 feet to the West right of way line of Northwest 110th Avenue; thence South 01°12'10" West along said West right of way line 1715.22 feet; thence South 00°57'50" West along said West right of way line 757.14 feet; thence North 89°02' West 211.86 feet to the Point of Beginning; thence continue North 89°02' 10" West 400.73 feet; thence North 0°57'50" East 411.22 feet; thence South 89°02'10" East 400.73 feet; thence South 0°37'50" West 411.22 feet to the Point of Beginning.

46011214;1

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

ALSO LESS

A parcel of land location in Section 16, Township 15 South, Range 20 East, being more particularly described as follows:

COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE N.89°19'53"W., ALONG THE NORTH BOUNDARY OF SAID SECTION 16 A DISTANCE OF 39.80 FEET TO THE WEST RIGHT-OF-WAY LINE OF NW. 110TH AVENUE; THENCE S.01°12'10"W., ALONG SAID WEST RIGHT-OF-WAY LINE 1715.22 FEET; THENCE S.00°57'50"W., ALONG SAID WEST RIGHT-OF-WAY LINE 346.19 FEET TO A POINT; N.89°02'10"W., A DISTANCE OF 211.86 FEET AN IRON ROD & CAP, STAMPED P.L.S. 2502; THENCE S.00°19'19"W., A DISTANCE OF 411.02 FEET TO AN IRON ROD & CAP, STAMPED P.L.S. 6895; THENCE N.89°40'41"E., A DISTANCE OF 3.35 FEET TO A POINT; THENCE S.00°19'35"W., A DISTANCE OF 15.78 FEET TO THE POINT-OF-BEGINNING OF LOT No.2; THENCE CONTINUE S.00°19'35"W., A DISTANCE OF 201.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 40, SAID POINT ALSO BEING ON A CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS DISTANCE OF 5769.58 FEET AND A CENTRAL ANGLE OF 03°32'32"; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, AN ARC DISTANCE OF 356.70 FEET, THROUGH A CHORD BEARING AND DISTANCE OF S.83°33'14"W., 356.64 FEET TO THE POINT-OF-BEGINNING OF THE NEW EXCEPTION PARCEL AS DESCRIBED HEREIN; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, A CENTRAL ANGLE OF 00°18'06" AND AN ARC DISTANCE OF 30.39 FEET, THROUGH A CHORD BEARING AND DISTANCE OF S.81°37'55"W., 30.39 FEET TO THE SOUTHEAST CORNER OF THAT EXCEPTION TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2754 AT PAGES 1598 - 1599 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, A CENTRAL ANGLE OF 00°12'04" AND AN ARC DISTANCE OF 20.25 FEET, THROUGH A CHORD BEARING AND DISTANCE OF S.81°22'50"W,, 20.25 FEET TO THE SOUTHWEST CORNER OF SAID EXCEPTION TRACT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2754, AT PAGES 1598 - 1599; THENCE DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE, N.00°19'53"E., A DISTANCE OF 43.15 FEET TO THE NW. CORNER OF SAID EXCEPTION TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2754, AT PAGES 1598 - 1599; THENCE CONTINUE N.00°19'53"E., ALONG THE WEST BOUNDARY LINE OF AFORESAID LOT No.2, A DISTANCE OF 41.13 FEET TO A POINT; THENCE DEPARTING FROM SAID WEST BOUNDARY LINE, S.89°40'07"E., A DISTANCE OF 36.99 FEET TO A POINT; THENCE S.09°20'37"E., A DISTANCE OF 77.64 FEET TO THE POINT-OF-BEGINNING. SAID NEW EXCEPTION PARCEL, LYING AND BEING SITUATE IN MARION COUNTY, FLORIDA.

ALSO LESS AND EXCEPT O.R. BOOK 2185, PAGE 1729 (FIRE STATION)

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; Thence N 89°19'53" W, along the North boundary of said Section 16, a distance of 39.80 feet to the West Right of Way line of NW 110 Avenue; Thence S 01°12'10" W., along said West Right of Way line 1715.22 feet; Thence continue along said West Right of Way line S 00°57'50" W 346.19 feet to the Point of Beginning; Thence continue S 00°57'50" W along said West Right of Way line, 411.22 feet; thence N 89°02'10" W., a distance of 211.86 feet; thence N 00°57'50" E 411.22 feet; thence S 89°02'10" E, a distance of 211.86 feet to the Point of Beginning.

PARCEL B:

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; thence North 89°19'53" West along the North boundary of said Section a distance of 39.80 feet to the West right of way line of Northwest 110th Avenue; thence South 01°12'10" West along said West right of way line 1715.22 feet; thence South 00°57'50" West along said West right of way line 757.14 feet; thence North

46011214;1

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

89°02'10' West 211.86 feet to the Point of Beginning; thence continue North 89°02' 10" West 400.73 feet; thence North 0°57'50" East 411.22 feet; thence South 89°02'10" East 400.73 feet; thence South 0°37'50" West 411.22 feet to the Point of Beginning.

Together with a 30.00 foot wide ingress and egress easement over and across the following described property:

Commence at the Northeast corner of Section 16, Township 15 South, Range 20 East, Marion County, Florida; thence North 89°19'53" West along the North boundary of said Section 16 a distance of 39.80 feet to the West right of way line of Northwest 110th Avenue; thence South 01°12'10" West, along said West right of way line 1715.22 feet; thence South 00°57'50" West along said West right of way line 727.14 feet to the Point of Beginning; thence continue South 0°57'50" West along said West right of way line 30.00 feet; thence North 89°02'10" West 211.86 feet; thence North 00°57'50" East 30.00 feet; thence South 89°02'10" East 211.86 feet to the Point of Beginning.

PARCEL 4 (POLK COUNTY):

Lot 1, Less the West 150 feet thereof, Block B, Tampa Highway Industrial Addition to Lakeland, according to the plat thereof recroded in Plat Book 30, Page 49A, Public Records of Polk County, Florida, being part of the South 1/2 of the Southwest 1/4 of Section 14, Township 28 South, Range 23 East;

Together with a non-exclusive easement for ingress and egress over the East 25 feet of the West 50 feet of Lot 6, Block B, said Tampa Highway Industrial Addition to Lakeland, and a 5 foot by 10 foot signage easement within the Southwest corner area of Lot 6, Block B, said Tampa Highway Industrial Addition to Lakeland, as created by and recorded in Official Records Book 2326, Page 2224, Public Records of Polk County, Florida.

PARCEL 5 (COLLIER COUNTY):

The Northwest quarter (NW 1/4) of the South 688.60 feet of the West half (W 1/2) of the West half (W 1/2) of the East half (E 1/2) of the Northwest quarter (NW 1/4) of Section 36, Township 49 South, Range 25 East, Collier County, Florida.

46011214;1

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020059914 BK: 3105 PG: 2205 11/3/2020 2:22 PM 1 Receipt: 2020051792
RECORDING $10.00

THIS SPACE FOR CLERK'S RECORDING

Permit No. 202012660

Tax Folio / Parcel ID: 18E17S100150 11490 0240

NOTICE OF COMMENCEMENT

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statues, the following information is provided in this Notice of Commencement:

1. Description of property: (legal description of property, and street address if available) 7465 N FLORIDA AVE
   CITRUS SPRINGS UNIT 15 PB 6 PG 123 LOTS 24, 25 & 26 BLK1149 TITLE IN OR BK 2473 PG 1726
2. General description of improvement: Roofing Work
3. Owner information:
   a. Name and address: AFFORDABLE SECURE STORAGE CITRUS SPRINGSLLC - 16300 OLD 41 RD. NAPLES, FL 34110
   b. Phone number: 978-828-7068
   c. Name and address of fee simple titleholder (if other than owner): NA
4. Contractor:
   a. Name and address: KellyRoofing - 9930 Channel Thirty Dr. Bonita Springs, Fl 34135
   b. Phone number: 239-435-0014
5. Surety:
   a. Name and address: N/A
   b. Amount of bond $ _____
   c. Phone number: _____
6. Lender:
   a. Name and address: N/A
   b. Phone number: _____
7. Persons with the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
   a. Name and address: N/A
   b. Phone number: _____
8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
   a. Name and address: N/A
   b. Phone number: _____
9. The expiration date of the notice of commencement is one (1) year from the date of recording unless a different date is specified:
   _____.

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

_____
Signature of Owner/Owner's Authorized Officer/Director/Partner/Manager

Owner
Signatory's Title/Office

STATE OF FLORIDA
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 22 day of October, 2020 by Timothy Green (name of person) as owner (type of authority:.e.g., officer, trustee, attorney-in-fact) for Affordablesecure (name of party on behalf of whom instrument was executed), who is personally known to me or who has produced _____ as Identification.

_____
Signature of Notary Public

[Notary Stamp]

Mikayla Gorman
COMMISSION # GG271652
EXPIRES: October 28, 2022
Bonded Thru Aaron Notary

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017009644 BK: 2813 PG: 2048 3/2/2017 1:32 PM 1 Receipt: 2017008771
RECORDING $27.00

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

This Instrument was prepared by:
Thomas H. Gunderson, Esq.
Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe Street
Fort Myers, FL 33901

CERTIFICATE OF FLORENTINE HOLDING COMPANY III, LLC

Before me, the undersigned officer authorized to administer oaths, appeared Joseph Florentine ("Affiant") being first duly sworn, depose and say on oath the following:

1. Affiant, as Manager of **FLORENTINE HOLDING COMPANY III, LLC**, a Florida limited liability company (the "Company") has personal knowledge of the facts and statements set forth herein.

2. The Company has been duly organized under Florida law.

3. That the Company's principal place of business is 2400 First Street, Suite 303, Fort Myers, Florida 33901.

4. That the Company owns the following described real property ("Property") located in Citrus County, Florida:

> Lot 24, 25, 26 and 27, Block 1149, Citrus Springs Unit 15, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 123 through 128, of the Public Records of Citrus County, Florida.

5. That by the attached Member's Consent, all of the members of the Company have authorized Joseph Florentine, the Manager of the Company, to execute, acknowledge and deliver a Special Warranty Deed and all such other closing documents required and take any actions deemed appropriate in connection with conveying the title to the Property to **AFFORDABLE SECURE STORAGE – CITRUS SPRINGS LLC**, a Florida limited liability company, pursuant to a Purchase and Sale Agreement between the Company and **ACE SUPER STORAGE, LLC**, as assigned to **AFFORDABLE SECURE STORAGE – CITRUS SPRINGS, LLC** with an Effective Date of December 8, 2016.

6. That the Company has not been dissolved.

7. That the Company is solvent, and since the time the Company acquired title to the Property, the Company has not been a debtor in bankruptcy nor is it part of a family of group of entities in which one or more of the entities is a debtor in bankruptcy.

8. None of the members of the Company nor the individual authorized to execute the deed for the Property are debtors in bankruptcy and have not been debtors in bankruptcy since becoming members or managers in the Company or since the Company acquired title to the Property.

[signatures to follow]

FURTHER affiant sayeth not.

Joseph Florentine

STATE OF New Jersey

COUNTY OF Monmouth

SWORN AND SUBSCRIBED BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, **Joseph Florentine,** to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and considerations therein expressed.

WITNESS my hand and official seal this 10th day of February, 2017.

(SEAL)

LINDSAY WALKER NOTARY PUBLIC NEW JERSEY #2210764

Notary Public
My Commission Expires: 3/15/21

LINDSAY WALKER
NOTARY PUBLIC OF NEW JERSEY
ID # 5003417
My Commission Expires 3/15/21

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017009644 BK: 2813 PG: 2050 3/2/2017 1:32 PM 3 Receipt: 2017008771
RECORDING $27.00

Attachment: Applicant submittal (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

MEMBERS' CONSENT

The undersigned, constituting 100% of the interest of the outstanding voting units in **FLORENTINE HOLDING COMPANY III, LLC**, a Florida limited liability company ("Company"), hereby consent to and approve the following actions:

1. That in his capacity as Manager of **FLORENTINE HOLDING COMPANY III, LLC**, Joseph Florentine is authorized and directed to take any and all actions and to exercise all rights on behalf of the Company in connection with sale of certain property in Citrus County, Florida, to-wit:

> Lot 24, 25, 26 and 27, Block 1149, Citrus Springs Unit 15, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 123 through 128, of the Public Records of Citrus County, Florida.

to **ACE SUPER STORAGE, LLC**, a Florida limited liability company, or its assignee, pursuant to a Purchase and Sale Agreement between the Company and **ACE SUPER STORAGE, LLC**, with an Effective Date of December 8, 2016, as assigned to **AFFORDABLE SECURE STORAGE – CITRUS SPRINGS, LLC**, (the "Contract"), including without limitation negotiating, executing and delivering any and all documents required to sell the Property pursuant to the Contract, including without limitation any amendments thereto.

2 This Members' Consent may be executed in counterparts, all of which shall be deemed originals and together shall constitute one and the same instrument. Facsimile copies of executed documents or executed documents sent as a PDF attachment to an e-mail transmission, shall be deemed originals for all purposes.

Consented to as of the 8th day of February, 2017.

Joseph Florentine

Daniel Florentine

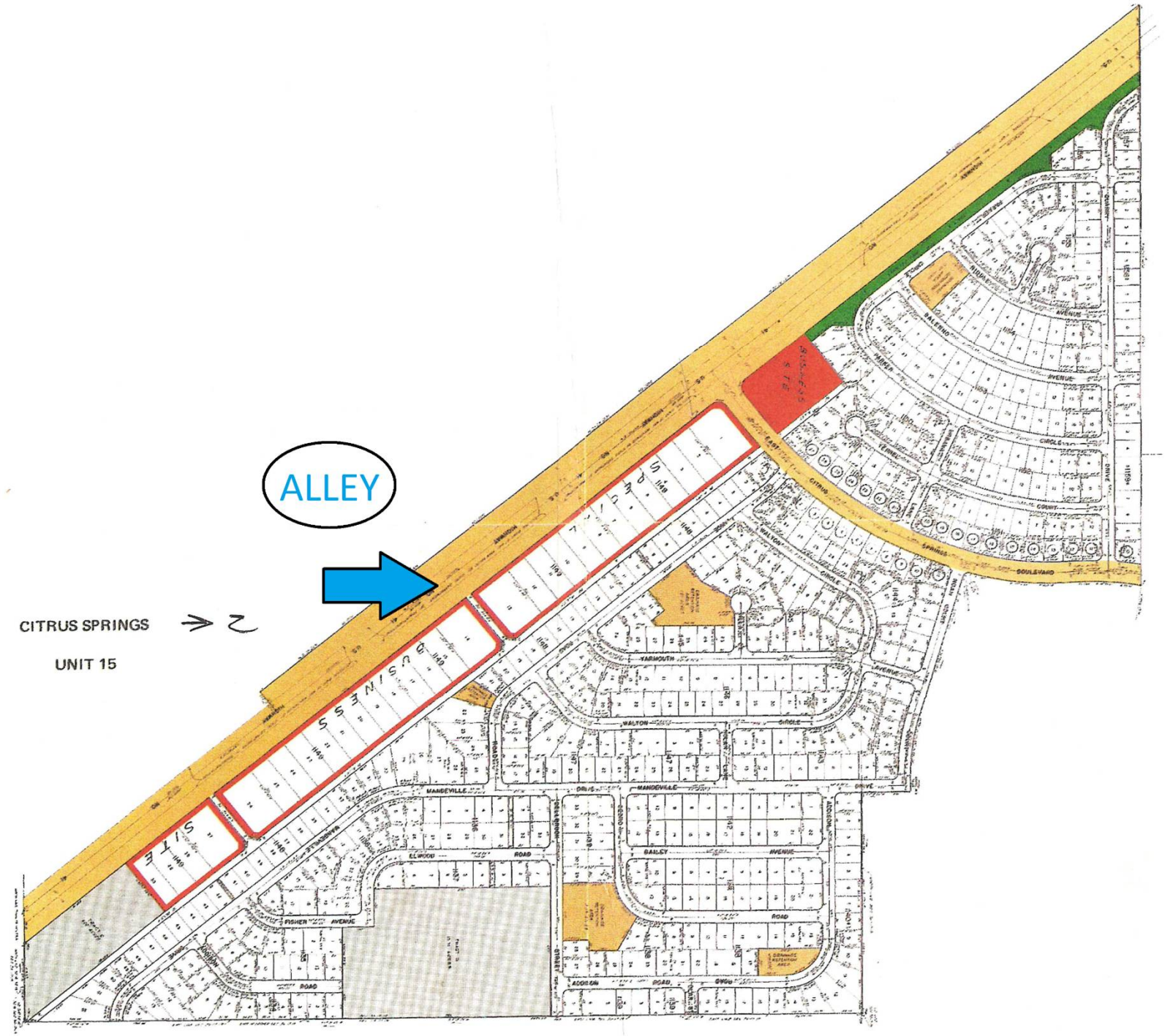
Thomas Malone

#2210763

SV-21-03

Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC

Attachment: PDC planner pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus



2

Attachment: PDC planner pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus

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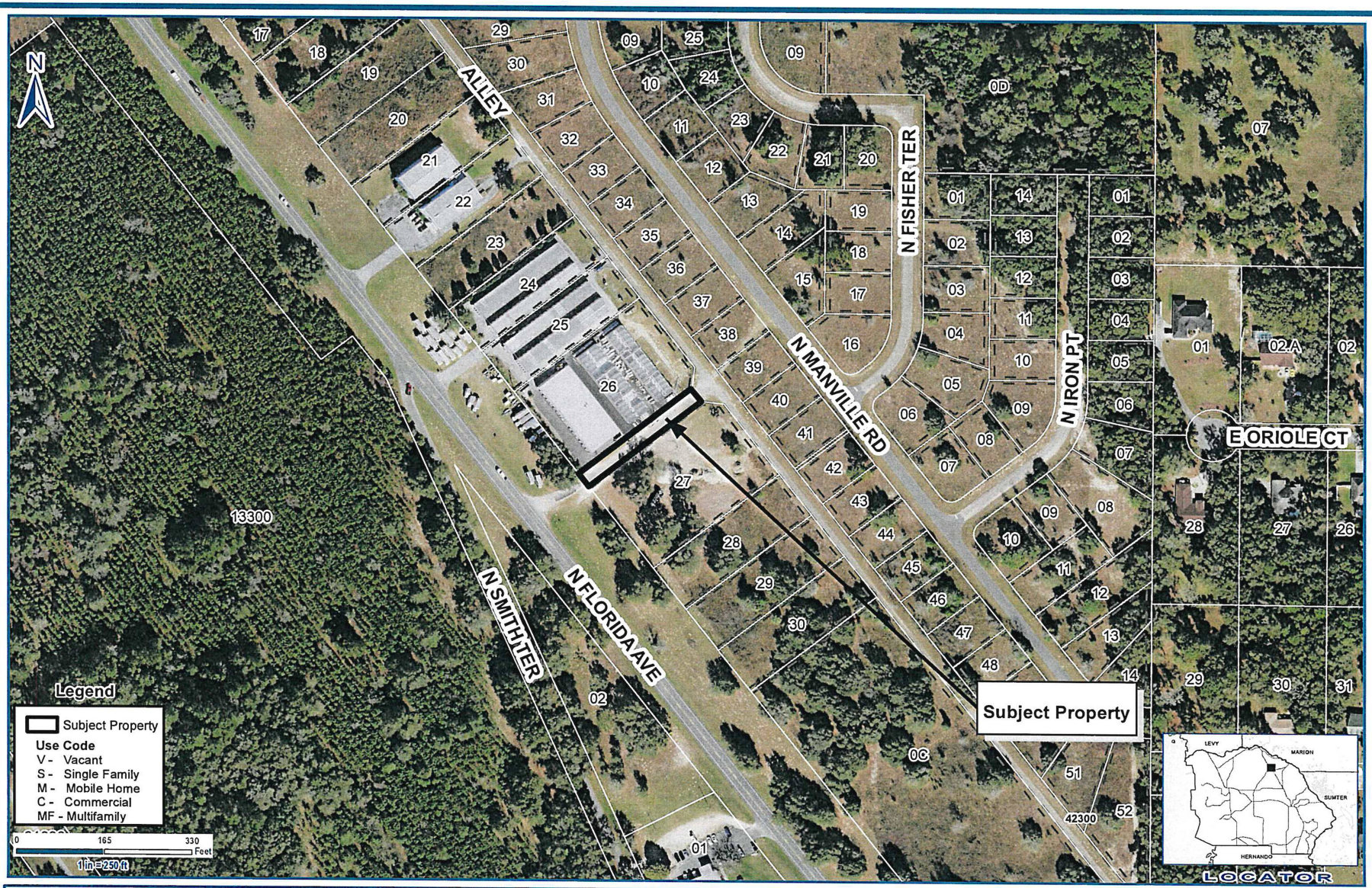
U-HAUL



Application #: SV-21-03	**Applicant: Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC**
Proposal: Vacate alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15	**Location: alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15**
Land Use Atlas: PDR, Planned Development	**S-T-R - 32-17-19 NW**

Planner Initials: _____ Date: 10/14/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: October 7, 2021
Source: Enterprise Geodatabase
Map Number: WB0000701

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

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

Attachment: PDC planner pp (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus

PM2-21-135

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

PLAT VACATION APPLICATION NO. – SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC

DATE: October 29, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

REQUEST AND SUBJECT PROPERTY:	To vacate that alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15, as recorded in Plat Book 6, Pages 123-128, public records of Citrus County, Florida (Section 30, Township 17 South, Range 19 East) in Citrus Springs, FL.
SURROUNDING LAND USE	RMU, Residential Mixed Use on the Future Land Use Map PDR, Planned Development, on the Land Development Code Atlas (General Commercial/mini-warehousing, Special Business and residential designations)
SURROUNDING AREA	Mini-warehouse; vacant commercial site

ANALYSIS

The purpose of this application is to remove an alley that separates property owned by the applicant. The platted alley, only a portion of which is improved, is part of a network of alleys and roadways in the Citrus Springs development. This particular alley serves as access to US-41 from the residential development to the east (most of which is currently undeveloped). The adjacent mini-warehouse site to the north has a gate opening to this alley, although that was not on the approved plans. The site to the south of the alley is also owned by the applicant and is currently being used (without permits) for open storage. That site also has an installed barbed wire fence along all property boundaries including the alley, which would not be allowed on the rear property line since the adjacent lands are residentially-designated.

Comprehensive Plan Policy 10B.4.3 states:

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

Attachment: PDC staff report and locator map (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

The Engineering Division has recommended denial with the following comment:

> The plat of Citrus Springs Unit 15 contains a 30-ft wide alley running north-south between the commercial corridor and the residential lots. The 30-ft wide north-south alley is connected to N. Florida Ave. via 30-ft wide east-west alleys. In the area south of E. Citrus Springs Blvd., there are two such 30-ft wide east-west connecting alleys. The subject 30-ft wide connecting alley is developed with a limerock road, has a paved driveway connection from N. Florida Ave. and provides access as provided for in the plat. The second 30-ft wide alley has not been developed with a connection to N. Florida Ave.
>
> The Engineering Division cannot support this request as it would reduce access for the travelling public including support services such as garbage pick-up, water utility and others.

Pursuant to Administrative Regulation No. 13.01-5, this item was routed to the Land Section, Fire Rescue, and Emergency Operation Center/911. Fire Rescue and Emergency Operations Center/911 had no objections, while the Land Section also recommended denial as outlined by the Engineering Division.

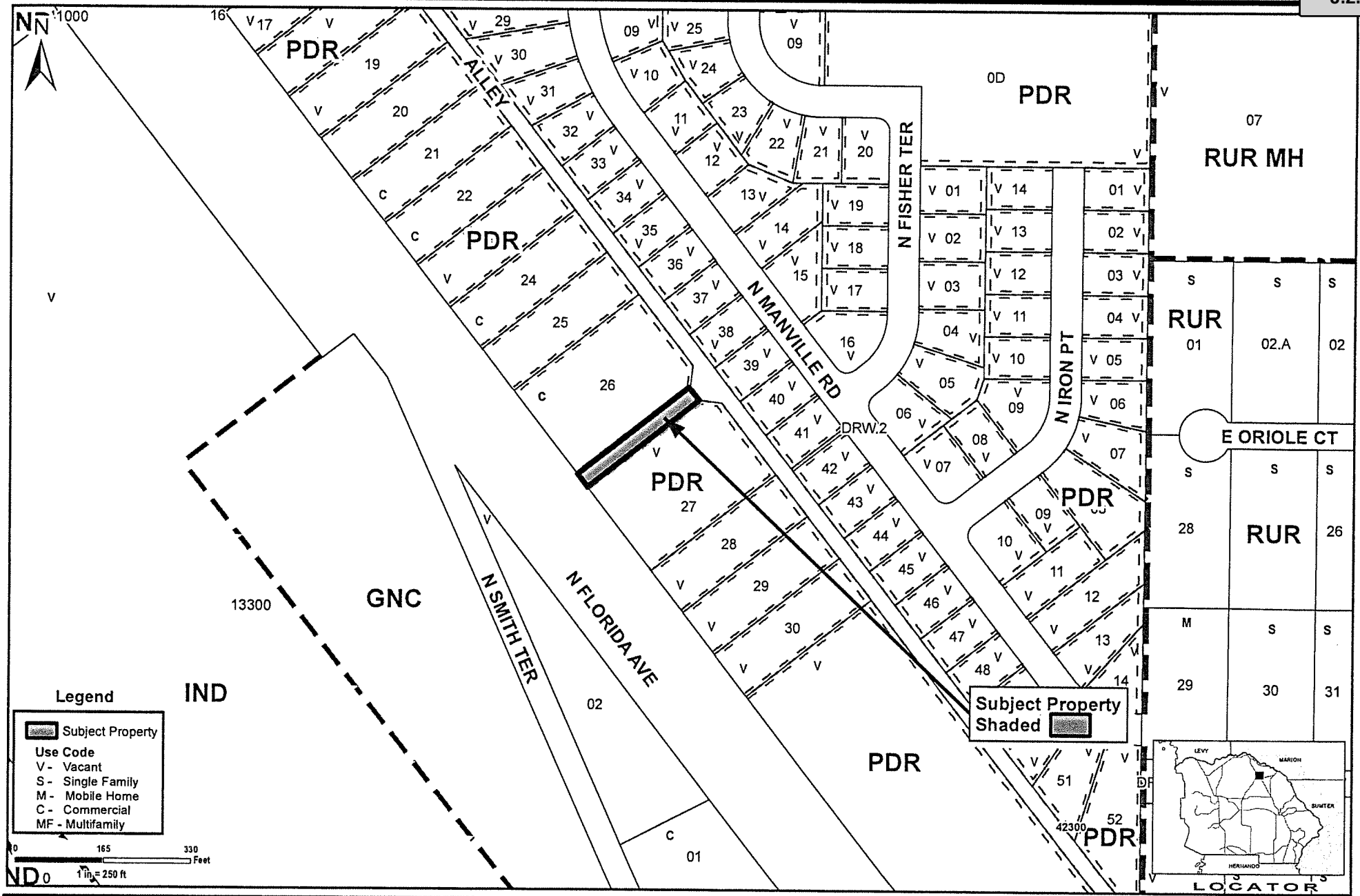
Utility companies that service the area had no concerns. The utility company comments are provided with this application. To date, the applicant has not provided details from the electric provider (the submitted email seems to confirm a request for an easement for existing lines in the area, or a reservation for such). The applicant has also not yet provided a correct Ownership and Encumbrance Report, as the submitted document references the abutting lots and not the alley area. This will need to be provided prior to placement of this application on the agenda of the BOCC.

The application has been reviewed by the Citrus County Utilities Division, Land Development Division, Engineering Division, Survey Section, and the Environmental Health Office (State of Florida). Engineering Division recommends denial, as outlined above, while the other division comments are included and recommended approval.

Based on Policy 10B.4.3 and these statements from Engineering Division, the application appears to be inconsistent with the Comprehensive Plan.

JLC/cb

Attachment: PDC staff report and locator map (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)



Application #: SV-21-03	Applicant: Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC
Proposal: Vacate alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15	Location: alley lying between Lots 26 and 27, Block 1149, Citrus Springs Unit 15
Land Use Atlas: PDR, Planned Development	S-T-R - 32-17-19 NW

Planner Initials: _____ Date: 10/12/21

Geographic Information Systems

Prepared By : William Braunsch
Date: October 7, 2021
Source: Enterprise Geodatabase
Map Number: WB0000699

Cynthia P. Skelhorn
Director

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

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Attachment: PDC staff report and locator map (18633 : SV-21-03 Brenda McKenzie for Affordable Secure

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
3600 W. Sovereign Path, Lecanto, FL 34461-8070
(352) 527-5226 Fax (352) 527-5317
Web Address: www.citrusbocc.com

In reply, refer to:

PL4-21-85

October 6, 2021

Brenda McKenzie
7232 E. Gospel Island Rd
Inverness, FL 34450

RE: STREET VACATION APPLICATION SV-21-03 BY BRENDA MCKENZIE FOR AFFORDABLE SECURE STORAGE TO VACATE A PORTION OF AN ALLEY WAY IN CITRUS SPRINGS UNIT 15(SECTION 30, TOWNSHIP 17 SOUTH, RANGE 19 EAST)

Dear Ms. McKenzie:

County and State Staff made the following recommendations on pending application **SV-21-03:**

Environmental Health has no objection to SV-21-03, however, this does not exempt the applicant from compliance with other Federal, State, or Local Permitting required for development of this property.

The Utilities Division has no objection and recommends approval.

The Survey Section of the Division of Engineering has no objection and recommends approval.

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

Attachment: Staff review comments (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

The Plans Review Section of the Engineering Division (Cynthia Jones, (352) 527-5247) recommends denial with the following comments:

> The plat of Citrus Springs Unit 15 contains a 30-ft wide alley running north-south between the commercial corridor and the residential lots. The 30-ft wide north-south alley is connected to N. Florida Ave. via 30-ft wide east-west alleys. In the area south of E. Citrus Springs Blvd. there are two such 30-ft wide east-west connecting alleys. The subject 30-ft wide connecting alley is developed with a limerock road, has a paved driveway connection from N. Florida Ave. and provides access as provided for in the plat. The second 30-ft wide alley has not been developed with a connection to N. Florida Ave.
>
> The Engineering Division cannot support this request as it would reduce access for the travelling public including support services such garbage pick-up, water utility and others.

The Land Development Division recommends approval with the following conditions:

- Provide corrected Ownership and Encumbrance Report for alley (instead of abutting lots)
- Provide letter from electric utility outlining specific area reserved for easement (or no objection)

Therefore, I have made the following recommendation on the Street Vacation application **SV-21-03:**

(X) DENIAL (see Engineering comments)

If you have questions, please contact our office at (352) 527-5239.

Respectfully,

Joanna L. Coutu, AICP
Director
Land Development Division

:jlc

Attachment: Staff review comments (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)

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

Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

MEMORANDUM

DATE: 09/27/2021

TO: Land Development Director

THROUGH: Planning Coordinator(s)

FROM: Environmental Health Director, Glenn "Will" Bryant

SUBJECT: No Objection to SV-21-03

Environmental Health has no objection to SV-21-03; 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,

GW 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

SV-21-03

Attachment: Staff review comments (18633 : SV-21-03 Brenda McKenzie for Affordable Secure Storage Citrus Springs LLC)