

City of Crystal River



Minutes from the
Regular Council Meeting held
Monday, September 24th, 2018
@ 7:00 p.m.



**Minutes of the
Crystal River City Council
Regular Council Meeting
Monday, September 24th, 2018 @ 7:00 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

Mayor Farley called the meeting to order at 7:00 p.m.

Council Present: Mayor Jim Farley, Vice Mayor Ken Brown, Council member Mike Gudis, Council member Pat Fitzpatrick, Council member Robert Holmes

Council Absent: None

Staff Present: David Burnell, City Manager; Jennifer Rey, City Attorney; Mia Fink, CMC, City Clerk; Jack Dumas, Assistant City Manager, Michelle Russell, Finance Director; Jackie Gorman, Planning Director; Beau Keene, Public Works Director

Councilmember Gudis offered the invocation and Mayor Farley led in the Pledge of Allegiance.

Mayor Farley recognized Representative Ralph Massullo and Chamber of Commerce Executive Director Josh Wooten.

2. ADOPTION OF AGENDA

Mayor Farley advised that a brief announcement would be made by City Manager Burnell under the presentation portion of the meeting.

Motion to adopt agenda as amended was made by Council member Gudis; seconded by Vice Mayor Brown. Motion carried unanimously.

3. PRESENTATIONS

City Manager Burnell requested that the parking meter purchase authorized by the CRA Board during their September 10th meeting be delayed until further discussions and meetings could be held with affected business owners and the Chamber of Commerce to determine a long term solution for parking downtown. Consensus was reached by Council to move forward as proposed.

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- A. Motion to approve minutes from the Regular Council meeting held August 29th, 2018, Special Workshop (Cross Connection & FOG Ordinance) held September 6, 2018 and Regular Council meeting held September 10, 2018
- B. Monthly Departmental Reports for the month of August
- C. Motion to approve a special event permit application, waiver of open container and road closure request submitted by Kings Bay Rotary for the 2018 Stone Crab Jam

Background: [Agenda Sheet Requested Motion: Motion to approve the special events permit, road closure request, and waiver of open container submitted by Kings Bay Rotary for the 2018 Stone Crab Jam.

Summary: Kings Bay Rotary has submitted a special event permit for their annual Stone Crab Jam to be held on Saturday, November 3, 2018 from 12:00pm-10:00pm. The event will take place on Citrus Avenue from 19 to NW 3rd Street, down to Kings Bay Park and off Citrus Ave. onto NE 5th Street and the City owned lot at Highway 19 & Citrus Ave. They will follow the same footprint as in year's past and will hire CCSO Deputies for security.

Staff Recommendation: Staff recommends approval

End of Agenda Sheet]

D. Motion to approve a road closure request for the 2018 CRHS Homecoming Parade

Background: Agenda Sheet **Requested Motion:** Motion to approve the special event permit and road closure request for the Crystal River High School Homecoming Parade.

Summary: Crystal River High School has submitted a Special Event Permit for their Annual Homecoming Parade on October 11, 2018. The parade route will start at the First Baptist Church parking lot, across Citrus Avenue down Crystal Street, past 8th Avenue and into Pirate Stadium. The parade is scheduled to begin at 5:00 pm and end around 6:00 pm. The school is coordinating with CCSO for the road closure.

Staff Recommendation: Staff recommends approval.

End of Agenda Sheet]

E. Motion to approve the Fiscal Year 2019 Solid Waste Rate Structure for commercial and residential accounts handled by Advanced Disposal

Background: Agenda Sheet **Requested Motion:** Approve the Fiscal Year 2019 Solid Waste Rate Structure for commercial and residential accounts handled by Advanced Disposal.

Summary: The contract between Advanced Disposal and the City of Crystal River allows for annual adjustments to the contract price structure based on changes in the Consumer Price Index (CPI). Staff has reviewed Advanced Disposal's rate increase based on Bureau of Labor Statistics reporting of a CPI increase of 2.4% increase for March, 2018. This increase will apply to the base rate across all fee structures.

A summary example of the proposed new rates along with historical rates over the past few years follows:

Proposed	2015	2016	2017	2018	2019
Single Family Resident	\$ 12.03	\$ 11.94	\$ 11.73	\$ 11.73	\$ 12.01
Two Yard Commercial/1 wk.	\$ 45.36	\$ 45.02	\$ 44.58	\$ 45.56	\$ 46.65
Eight yard Commercial 5/wk.	\$907.24	\$900.44	\$891.64	\$911.26	\$933.13

Detailed Rate Adjustment Matrix with effective date of 10/1/2018 available upon request

Staff Recommendation: Staff recommends approval of the FY2019 Solid Waste Rate Structure.
End of Agenda Sheet]

Motion to approve the consent agenda was made by Vice Mayor Brown; seconded by Council member Holmes.

Vice Mayor Brown noted that the cost of both commercial and residential solid waste accounts are lower in 2019 than 2015.

Motion carried 5-0.

6. PUBLIC INPUT

(Time Limit of Three Minutes)

Christie Croteau- 1123 SE 3rd Avenue- Inquired about posting of CCSO quarterly reports to city website and City Manager Burnell confirmed staff would add them.

Phil Jannarone-1405n SE 5th Avenue- Inquired about item 9B and if there would be a vote. City Attorney Rey clarified that the item is included to public report conclusion of Planning Commission and no action is required. Vice Mayor Brown requested Council call for a consensus following 9B discussion.

Pete Langlois- 1123 SE 3rd Avenue- Thanked Council members for testimonials on Save Crystal River's website, and requested a status update on the noise ordinance follow-up. City Attorney Rey confirmed that the existing noise ordinances were being streamlined and consolidated.

Leo Lumpiesz- 1793 SE Joan Rawlins-President- Crystal River Village H.O.A.- Spoke regarding item 7B, and inquired if new ownership would be required to finish a multi-phased street paving project and addressed ongoing storm water issues within the development.

Jim Tittle-1841 NW 15th Avenue- Inquired about item 9B and if it would include discussion.

Ray McConnell-19 NE 2nd Street- Commented on item 9C, related news article, and potential impacts. Mayor Farley confirmed a discussion item was included on the agenda and no Council decision was made regarding plans to transport to Crystal River.

Keith Raym- 1290 NW 19th Court- Requested follow up regarding law enforcement services and inclusion of weekend code enforcement by CCSO. City Manager Burnell confirmed that he had followed up with CCSO staff regarding contract.

Karen Prijatel- 1841 NW 15th Avenue- Reported that the rotating beacon at the airport is out. City manager Burnell confirmed he would contact Citrus County.

7. PUBLIC HEARING

- A. Consideration of adoption of Ordinance No. 18-O-14 amending Chapter 15, Traffic, by creating a Residential Neighborhood Permit Parking Zone for the "Michigan Town" area on Final Reading.

Motion to read the ordinance by title only was made by Council member Gudis; seconded by Vice Mayor Brown. Motion carried unanimously.

AN ORDINANCE THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA; AMENDING CHAPTER 15, TRAFFIC, BY CREATING ARTICLE VII - RESIDENTIAL NEIGHBORHOOD PERMIT PARKING ZONE; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Background: [Agenda Sheet] **Requested Motion: Motion to adopt Ordinance No. 18-O-14 amending Chapter 15, Traffic, by creating a Residential Neighborhood Permit Parking Zone for the “Michigan Town” area on Final Reading.**

Summary: Staff previously discussed the need to regulate parking around Hunter Springs Park due to the parking issues affecting the Michigan town neighborhood.

Currently there is a problem with the chronic non-resident parking along their streets as a result of the “spill over” from the recreators at Hunter Springs Park and the quality of life in this neighborhood is declining. One solution to this problem would be to create a no parking zone except for residents and their guests.

Attached please find Ordinance 18-O-14 that creates a “Decal-only” parking zone for a certain area around the park for your review. This type of restrictive parking is common in other cities that experience spill overs from nearby nonresidential activity areas and works alongside of existing parking requirements already established in the city’s Code.

This Ordinance will serve as a temporary solution until such time as we have the complete street study done for the downtown area. We have set the effective date for November 15, 2018.

Planning Commission held their Public Hearing on September 6, 2018 and voted 7-0 to recommend approval of Ordinance 18-O-14.

Staff Recommendation: Approval End of Agenda Sheet

Public Hearing: No one spoke for or against the ordinance.

Motion to adopt Ordinance No. 18-O-14 amending Chapter 15, Traffic, by creating a Residential Neighborhood Permit Parking Zone for the “Michigan Town” area on Final Reading was made by Council member Gudis; seconded by Council member Fitzpatrick.

Council discussion was held regarding the number of visitor permits proposed per household during which council consensus was reached to increase the number of permits per household from one to two.

Vice Mayor Brown requested the original motion be amended to increase the number of visitor permits per household from one to two.

Motion carried unanimously (provided the ordinance is amended to increasing one visitor permit per household to two visitor permits per household).

B. Consideration of approval of an application for Vested Rights for Crystal Blue Waters, LLC (Crystal River Village) **QUASI-JUDICIAL**

Background: [Agenda Sheet] **Requested Motion: Motion to approve an application for Vested Rights – Crystal River Village PUD**

Summary: This Public Hearing is an approved continuance from the Public Hearing that was scheduled for August 29, 2018.

Attached you will find Affidavits from the owners of Crystal River Village that attests to the timeline of events surrounding the Crystal River Village development that transpired since its inception in 1978 along with a comprehensive list of consolidated exhibits.

Crystal River Village is under contract for sale. R. Clay Mathews, attorney for Smolker Bartlett Loeb Hinds & Thompson, PA submitted an application for Vested Rights pursuant to Section 9.06.02 of the City's Land Development Code.

Currently the owners of Crystal River Village own all properties and rent the individual lots to accommodate each residents privately owned mobile home. 540 units were originally approved for both Phase I & II. Phase I includes 253 units that have been approved by the City and State for development and 287 spaces remain undeveloped in Phase II.

Staff has reviewed the attached documents and feels confident in moving forward with approval of the Vested Rights Application. We have been in discussion with Mr. Clay's office concerning some future changes to the utility billing which should not impede the approval of the Vested Rights Application.

David Eastman, attorney for Crystal River Village and Timothy Garding, attorney for the potential buyers will be present at the meeting to answer any questions.

Staff Recommendation: Approval of Vested Rights application for Phase I and Phase II for Crystal River Village as identified in the attached documents. End of Agenda Sheet]

Please see the following for inclusion into the record for this item:

ATTACHMENT A: *Agent Authorization Form*

ATTACHMENT B: *Supporting documentation for August 29, 2018 Council Agenda Item 9E, "Request for continuance of approval of an application for Vested Rights for Crystal Blue Waters, LLC (Crystal River Village)"*

ATTACHMENT C: *Supporting documentation for September 24, 2018 Council Agenda Item 9B, "Consideration of approval of an application for Vested Rights for Crystal Blue Waters, LLC (Crystal River Village)"*

City Attorney Rey read the quasi-judicial procedure into the record.
City Clerk Fink swore in all of those wishing to testify on the matter.
City Attorney Rey called for conflict of interest and ex parte communications disclosures.

Conflict of Interest: There were none.

Ex Parte: Council member Gudis disclosed ex parte communications with officers of the Crystal River Village Homeowners Association (Leo Lumpiesz, Willie Huffman and Richard Decker) during a meeting held with City Manager Burnell on 9/21/18.

Expert Witnesses: There were none.

Staff Presentation:

Planning and Development Services Director Jackie Gorman noted the continuance of the previously scheduled public hearing for the item, described the purpose of a vested rights determination and confirmed that staff recommended approval.

Council member Gudis inquired about completion of a paving project within the community, which Ms. Gorman confirmed staff would look into and inquired about responsibility for drainage issues, which Ms. Gorman confirmed it was that of the ownership.

City Attorney Rey called for inclusion of the following with in the record: entire agenda packet for the item and entire agenda packet from the previous hearing scheduled for August 29th.

Applicant's Presentation:

David Eastman- Lutz, Bobo & Telfair P.A.- Provided an overview of items included within the packet (supporting affidavits from all three principles, PUD petitions previously approved by Council, sewer connection agreements) discussed Crystal Blue Water, LLC recent decision to sell to Legacy Properties and noted he serves as General Counsel to the Florida Manufactured Housing Association and RV and Campground Association.

Mike Whitehurst- 1801 SE Hwy 19-Crystal River- Confirmed affidavits are true and correct and offered to address any questions, confirming plans for new owners to continue with upgrades.

Public Comment: There was none.

Applicant's Rebuttal: There was none.

Council discussion:

Council discussion was held regarding monitoring of current project by staff and Council oversight of future projects within the community and City Manager Burnell confirmed that any future development phases would come before Council for approval. City Attorney Rey also provided clarification regarding the purpose of the vested rights determination to ensure previously granted rights were acknowledged moving forward. Council member Gudis encouraged open lines of communication between new ownership and residents.

Motion to approve application for Vested Rights for Crystal Blue Waters, LLC (Crystal River Village) was made by Council member Fitzpatrick; seconded by Council member Holmes. Motion carried unanimously.

8. CITY ATTORNEY

A. Eminent Domain

City Attorney Rey provided Council with information regarding property acquisition via the eminent domain process (**ATTACHMENT D**) and ability to utilize CRA funds for such acquisitions (**ATTACHMENT E**) noting an official motion would be brought before Council for consideration of the parcel and specific public purpose for which this is intended at an upcoming meeting, per their request. Brief discussion was also held regarding prior plans for property exchange, resolution of current rear access issue and attainment of a parcel to connect existing city parking. Ms. Rey confirmed a motion would need to be considered by both Council and CRA in order to move forward with the process, while continuing purchase negotiations.

9. CITY MANAGER

A. Motion to execute a Commitment to Loan HTG Hidden Lake, LLC, in the amount of \$354,000.00, in conjunction with an application for the Florida Housing Finance Corporation's FY 2018 Housing Credit Finance for Affordable Housing Developments Located in Medium Counties for the development of The Fountains at Hidden Lake, an affordable rental housing development for senior citizens with 25% of the units set aside for Veterans

Background: [Agenda sheet] **Requested Motion:** Motion to execute a Commitment to Loan HTG Hidden Lake, LLC, in the amount of \$354,000.00, in conjunction with an application for the Florida Housing Finance Corporation's FY 2018 Housing Credit Finance for Affordable Housing Developments Located in Medium Counties for the development of The Fountains at Hidden Lake, an affordable rental housing development for senior citizens with 25% of the units set aside for Veterans.

Summary: HTG Hidden Lake, LLC is seeking leverage funding and local government support of their application for FY 2018 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties (RFA 2018-110) issued by Florida Housing Finance Corporation on 9/6/2018.

HTG Hidden Lake, LLC is planning a 100 unit new construction senior's rental housing development, with 25% Veteran set aside, on approximately 15.83 acres of the Southeast corner of Hidden Lake Preserve located off of Turkey Oak Drive. The development would consist of single story homes with a clubhouse and a variety of amenities, and be income and rent restricted to seniors earning up to 60% area median income. The financing and construction of this \$19,000,000 development would provide a positive economic impact to the city including employment opportunities, approximately \$490,000 in permit, impact, \$491,000 in water and sewer capacity and meter fees, \$40,000 in annual tax revenue, and an estimated \$70,000 in annual water and sewer service revenue.

The loan would be in the amount of \$354,000.00 secured by a second mortgage on the property. Loan would be a three year balloon with all principal and unpaid accrued interest due at that time. Interest rate will be between 1% and 3%. Loan would be required to be funded within 90 days of Certificate of Completion (CO).

To demonstrate that the proposed project has received local support, applicants are required to obtain a local government commitment to loan valued at \$354,000 and corresponding Local Government Verification forms. HTG Hidden Lake, LLC is requesting that the Mayor execute a Local Government Verification of Contribution-Loan Form as evidence of a Local Government backing of the project. The commitment is contingent upon Florida Housing's Board approval of the RFA 2018-110 scoring committee's recommendations that this development be tentatively funded and invited into credit underwriting.

Staff Recommendation: Staff Recommends Approval

End of Agenda Sheet]

Council member Fitzpatrick submitted a Form 8B "Memorandum of Voting Conflict for County, Municipal and Other Local Officers" (ATTACHMENT F) due to a relative's interest in the project.

Jason Larsen of HTG Hidden Lake, LLC presented "The Fountains at Hidden Lake", providing an overview of the proposed project and Florida Housing Finance Corporation's Low Income Housing Tax Credit RFA process (ATTACHMENT G). He addressed Council questions regarding financing options, recent changes to the local government contribution, capacity and existing affordable housing communities within the city. Council members spoke in favor of the project and requested that essential service personnel be included in the set-aside for the project.

Motion to execute a Commitment to Loan HTG Hidden Lake, LLC, in the amount of \$354,000.00, in conjunction with an application for the Florida Housing Finance Corporation's FY 2018 Housing Credit Finance for Affordable Housing Developments Located in Medium Counties for the development of The Fountains at Hidden Lake, an affordable rental housing development for senior citizens with 25% of the units set aside for Veterans (and/or essential service personnel) was made by Vice Mayor Brown; seconded by seconded by Council member Gudis. Motion carried unanimously.

B. R.V. Ordinance update

Background: [Agenda Sheet **Requested Motion:** Information Only

Summary: The Planning Commission held workshops on April 5, 2018; May 3, 2018, June 7, 2018 and August 2, 2018 to discuss if there is a need to amend Section 6.04.08 of the Land Development Code concerning RV Parking in a residential district.

During the June 7, 2018 meeting the Planning Commission recommended 4-2 not to revise the City's Land Development Code concerning RV Parking. On July 9, 2018 the City Council requested the Planning Commission to reconsider their decision based on the fact that there was a petition in support of making some change to allow RV's more flexibility for parking in residential neighborhoods.

Staffs discussed this issue in detail and submitted three options for the Planning Commission's consideration:

1. Allow RV's to encroach into the front yard by 10',
2. Allow RV's to park within a percentage (%) of the front yard understanding the various shapes and sizes of lots in Crystal River, or
3. Allow a percentage (%) of the RV to encroach into the front yard.

After lengthy discussion on August 2, 2019, the Planning Commission voted not to amend the LDC but opted to consider Variance applications from anyone that cannot meet the requirements of the Land Development Code for parking their RV. The option of applying for a Variance was well received by both the Planning Commission and the members of the audience.

Please let us know if we can provide any additional information.

Staff Recommendation: None

End of Agenda Sheet]

City Manager Burnell provided an overview of the item, noting he will be requesting consensus regarding the Planning Commission recommendation to not amend the LDC based on input received regarding R.V. parking. City Attorney Rey explained that when a recommendation is made for Council not to amend existing code there is no action required. Council consensus was reached to accept the recommendation.

- C. Information related to Chronicle news article related to hazardous materials potentially being shipped to Citrus County for pre-treatment

Background: [Agenda Sheet **Information related to Chronicle News Article related to Hazardous Materials potentially being shipped to Citrus County for pretreatment.**

Summary: The back-up material attached outlines the story we presently are aware of. The City and County had no knowledge of this plan until the Chronicle News article dated September 16, 2018. The County and City discussed the issue that Monday morning and a letter was written to the Secretary for the Department of Environmental Protection outlining initial concerns. It is critical for the City's eco tourist economically to be part of this effort to assure environmental protection of the water assets of Citrus County.

City staff will assist Citrus County to get further definition on the proposed project and update Council and the general public as information is available.

Staff Recommendation: Allow staff to keep Council and the public aware of efforts moving this project and to make all efforts required in conjunction with Citrus County staff to protect the aquifers and public safety.
End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and discussion was held by Council regarding the potential hazards involved in transporting the material through the area, and FDEP and FDOT requirements related to treatment at the LeFarge facility.

Representative Ralph E. Massullo M.D.- Addressed Council regarding the item, providing background and timeline of events leading up to the need to transport the material and details regarding the chemical processing of such material, noting that, based on information received, the process did not appear to show harm to citizens or ecology. He also addressed Council questions regarding FDEP permitting and potential clean-up in the event of an accidental spill. City Manager Burnell requested contact information for LeFarge, FDEP and City of Fort Meyers.

- D. Update on Request for Proposal (RFP) for towing illegally park vehicles on City Streets and Private Property

Background: [Agenda sheet **Requested Motion: N/A Update on Request for Proposal (RFP) for towing illegally park vehicles on City Streets and Private Property.**

Summary: The growing parking issue on the City Streets has lead by the request by City Council to have a towing service available twenty four hours a day/seven days a week for illegally parked cars in tow away zones, blocking traffic lanes and the option for private property owners to use this service if vehicles are parked on their property. They also have the right to call any towing company for this service but this (RFP) sets costs and locations that the car can be returned to the owners.

The proposal will go out to bid next week, the primary requirements are to set number and types of towing equipment, cost structure, response time requirements and costs.

Staff is also discussing this with the Citrus County Sheriff's Department to develop.

Staff Recommendation: Go forward with bidding.

End of Agenda Sheet]

City Manager Burnell provided a status update on establishment of tow-away zones and development of a bid package for towing companies. He also discussed the need to coordinate with CCSO on implementation.

10. CITY COUNCIL

11. COMMITTEE REPORTS

A. Mayor Farley

- *Waterfronts Advisory Board*

B. Vice Mayor Brown

- *Withlacoochee Regional Water Supply Authority*
- *Crystal River Main Street*

C. Council member Fitzpatrick

- *Metropolitan Planning Organization-* Reported on recent meeting during which policy updates were discussed and upcoming meeting with Parkway Authority scheduled for attendance.
- *Three Sisters Springs Coordination Committee-* Reported on meeting at property, discussion on moving forward with planned projects, funding availability, and city assistance with utility connections and ADA path to spring.

D. Council member Gudis

- *Tourist Development Council*
- *Library Governing Advisory Board*
- *Florida League of Cities*
- *Citrus County Community Charitable Foundation Board-* Reported on updating of by-laws.

E. Council member Holmes

- *Keep Citrus County Beautiful*
- *Springs Coast Steering Committee*

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

- A. Mayor Farley- Requested an update to current codes related to lawn care and enforcement.
- B. Vice Mayor Brown- Inquired about CCSO involvement in parking enforcement for City of Inverness and City Manager Burnell provided information regarding CCSO contract provisions and staffing.
- C. Council member Fitzpatrick- Thanked Representative Massullo for information provided.
- D. Council member Gudis
- E. Council member Holmes- Discussed parking issues and law enforcement budget, and encouraged greater public participation in the process.

14. PUBLIC INPUT

(Five Minute Time Limit)

Keith Raym- 1290 NW 19th Court- Suggested holding City Council and Planning Commission meetings at the mall.

Christie Croteau-1123 SE 3rd Avenue- Inquired about existing prohibited parking signage throughout the city and current enforcement methods, and City Manager Burnell provided clarification.

Brandon McConnell- 19 NE 2nd Street- Crystal River- Inquired about awarding of the paving bid and planned start date for the Hunter Springs Park area, which was estimated to begin in three

weeks. Vice Mayor Brown inquired about drainage issues in that same area, which staff confirmed had been addressed.

James Jenkins- Crystal River- Expressed concerns regarding the materials planning to be shipped from City of Fort Meyers to the LeFarge facility in Crystal River, potential environmental impacts to the area, and challenges related to arsenic, specifically.

Tom Gotterup- 6083 W. Fairhope Court- Thanked Representative Massullo for addressing item 9C and discussed potential long term future impacts if contamination occurred locally.

Representative Massullo- Provided further clarification as to why the material is being planned for relocation and provided further detail regarding the process and the varied scale in acceptable arsenic levels from state to state.


Phil Jannarone-1405 Se 5th Avenue- Inquired about the steps involved in transportation and processing of the material.

David Street-Crystal River- Inquired about item 7A, and which areas were subject to adoption of Ordinance No. 18-O-14, the purpose of paving in that area, and the purpose of delaying the recently approved purchase of a parking meter for installation at the parking lot at 2nd and 1st. City Manager Burnell reiterated plans to meet with Chamber and local business owners to discuss long term parking solutions for the CRA.

15. ADJOURNMENT

Mayor Farley adjourned the meeting at 9:37 pm

ATTEST:



MIA FINK, CITY CLERK

CITY OF CRYSTAL RIVER



JIM FARLEY, MAYOR





ATTACHMENT "A"

September 24, 2018

TO: City Council,
City of Crystal River

Agents Name: Lotz Bobo & Telfair P.A.
2155 Delta Blue, Ste 210-B
Tallahassee, FL 32303
850-521-0890 tel.
850-521-0891 fax
850-320-3520 cell
email: eastman@florida
housinglaw.com

Agent Authorization

David D Eastman, Attorney with
Lotz Bobo & Telfair, P.A., agent, is
hereby authorized as my legal representative
and designated agent to speak in
my behalf for the subject matter



signature of property
owner, designated and
authorized representative

Michael Whitehurst

print name

2:05 PM

City of Eugene
Office of Engineering

10

Project Name: Lake Deborah Park PA

2100 Delta Blvd SE - 8

Tillamook, OR 97141

850-251-0200 ext 41

850-251-0211 ext 41

850-250-3250 ext 11

email: eastward@eugene.gov

www.eugene.gov

Project Information

Location: Eastern Avenue and

Lake Deborah Park, Eugene, OR

Project Number: 2010-001

Project Status: In Progress

Project Manager: [Name]

Project Website

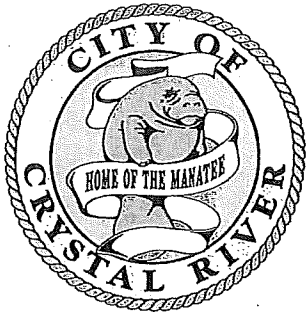


Project Description: [Faded text describing the project's scope and goals]

Project Objectives: [Faded text listing the key goals of the project]

Project Deliverables: [Faded text listing the expected outcomes of the project]

ATTACHMENT "B"



City of Crystal River

123 Northwest Highway 19
Crystal River, Florida 34428
Telephone: (352) 795-4216
Facsimile: (352) 795-6351

August 29, 2018

City of Crystal River Council

Re: Crystal River Village Vested Rights Hearing for August 29, 2018

Dear, Crystal River Elected Officials

In discussions with Crystal River Development Services related to a planned hearing tonight, August 29, 2018 for Crystal River Village, staff learned a request from R. Clay Mathews, Esq. for an extension of the Vested Rights Hearing attained in 1987 via a PUD agreement. The ordinance requires the City Manager to approve such a delay of a hearing once a date is agreed upon and posted. This request for delay normally requires a seven days advance notice but due to viable circumstances staff is requesting the hearing to be moved to September 24, 2018 to better serve all parties related this transaction.

Sincerely,

David Burnell

R. Clay Mathews, Esq.
Jennifer Rey, Esq.
Jackie Gorman, Development Services
Jack Brown, Assistant City Manager

SMOLKER BARTLETT LOEB

HINDS & THOMPSON

TRIAL ATTORNEYS

R. CLAY MATHEWS
claym@smolkerbartlett.com

July 19, 2018

City of Crystal River
123 NW Highway 19
Crystal River, FL 34428
Attention: Mr. Dave Burnell, City Manager
Ms. Jackie Gorman, Planning and Zoning Director

Re: Application for Vested Rights Determination pursuant to Section 9.06.02 of the City of Crystal River Land Development Code ("LDC") regarding 1601 SE 8th Avenue, Crystal River, Florida; Citrus County Property Appraiser Parcel ID: 17E18S27 42000 (the "Property")

Dear Mr. Burnell and Ms. Gorman:

On behalf of the owner of the Property, Crystal Blue Water, L.L.C., a Florida limited liability company (the "Owner"), with an address of 1801 U.S. Highway 19, Crystal River, Florida 34429, please find the following items enclosed herewith in connection with a request for Vested Rights Determination for the above referenced Property pursuant to Section 9.06.02 of the LDC:

- Vested Rights Application (this "Application");
- Standard Application;
- A check for the \$50 Application fee;
- Deed for the Property;
- The Planned Unit Development ("PUD") Petition;
- Copies of Ordinance 87-0-6, as amended by Ordinance 87-0-14, which includes the approved site plan for the Property;
- PUD Approval Letter from the City dated August 18, 1987;
- Three (3) Affidavits of Property Owners, Jean V. Whitehurst, Donald E. Whitehurst and Michael Whitehurst in support of this Application, demonstrating compliance with the Statement of Intent set forth in Section 9.06.01 of the LDC; and
- List of the names and addresses of owners of real property within 300 feet of the exterior lot lines of the Property.

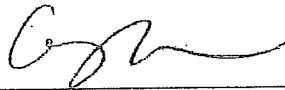
Our clients have contemporaneously sent to the City hard copies of the following: (1) a survey of the Property, containing the legal description, land area, and existing improvements on the Property, signed by a surveyor licensed in the State of Florida performed within two (2) years of the date of this Application; and (2) the approved site plan and drawing for the Property. It is our understanding that the City has received both documents.

City of Crystal River
Application for Vested Rights Determination
July 19, 2018
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In the event you have any questions, please feel free to contact me at (813) 223-3888 or claym@smolkerbartlett.com, or Mathew S. Poling, Esq., at (813) 227-2353 or mpoling@slk-law.com.

Very Truly Yours,

SMOLKER BARTLETT LOEB
HINDS & THOMPSON, P.A.

By: 

R. Clay Mathews

Enclosures

cc: Mr. George G. Angeliadis, Esq.
Ms. Carrie Felice, Esq.

City of Crystal River	Development Services
123 NW Hwy 19, Crystal River, FL 34428(352-795-6511)	www.crystalriverfl.org

VESTED RIGHTS APPLICATION

Date Submitted: _____ Case #: _____

Include evidence necessary to demonstrate compliance with the statement of intent set forth in Section 9.06.01.

1. The Applicant shall demonstrate that he has undertaken development in the City and has relied in good faith on the Codes and Ordinances of the City.

See Affidavit of Property Owner and other supporting documentation submitted herewith.

2. The Applicant shall demonstrate that he is dependent upon some act or omission of the City.

See Affidavit of Property Owner and other supporting documentation submitted herewith.

3. The Applicant shall demonstrate that he has such a substantial change in position or has incurred such extensive obligations and expenses to his detriment that it would be highly inequitable to deny relief and unjust to destroy the rights acquired (*Salkosky v. City of Coral Gables; 151 So. 2d 433, Fla. 1963*).

See Affidavit of Property Owner and other supporting documentation submitted herewith.

Attachments:

1. Standard Application Form
2. Deed, or other proof of ownership
3. Other documentation as considered necessary to support the application

Vested Rights Checklist

The City recognizes that development has and is taking place prior to the adoption of this LDC. It is the legislative intent of the City that:

Finding	Criteria (Sec. 9.06.01)
	1. No taking or abrogation of vested rights is intended by this LDC
	2. Nothing contained in this LDC shall be construed as applied to constitute a temporary or permanent taking of private property or the abrogation of validly existing vested rights. It shall be the duty and responsibility of the party alleging vested rights to affirmatively demonstrate the legal requisites of vested rights.
	3. Rights shall vest upon a demonstration to the City or agency thereof that the applicant: <ul style="list-style-type: none"> ➤ Has relied in good faith; ➤ Is dependent upon some act or omission of the government; and ➤ Has made such a substantial change in position or incurred such extensive obligations and expenses to his detriment that it would be highly inequitable to deny relief and unjust to destroy the rights acquired (<i>Salkosky v. City of Coral Gables</i>; 151 So. 2d 433, Fla. 1963).
	4. The mere existence of zoning contrary to the comprehensive plan shall not be determined to vest rights.
	5. Nothing contained in this LDC shall limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380, F.S.; or who has been issued a final development order, and development has commenced and is continuing in good faith as provided in Chapter 163, Laws of Florida.
	6. An applicant's right to develop is vested if the applicant can demonstrate that the development is a valid and properly filed condominium project with declarations of condominium, including a site plan filed with the appropriate governmental authorities and recorded in the public records of Citrus County, Florida, as required by existing law prior to the enactment of this LDC and if construction of at least one (1) unit, and the common elements, have been commenced prior to the enactment of this LDC.

STANDARD APPLICATION

STAFF USE ONLY

		Status	Date	Signature
Applications determined to be complete	1	Pre-application conference held		
	2	Date application received (initial submittal)		
	3	Application determined complete		
	4	Case number assigned		
	5	Notice of completeness sent to applicant		
Applications determined to be incomplete	6	Application is not complete		
	7	Notice of missing materials sent to applicant		
	8	Date of submittal of missing materials or resubmittal of entire application		
	9	Application determined complete		
	10	Case number assigned		
Withdrawn	11	Notice of completeness sent to applicant		
	12	Application withdrawn for failure to submit missing materials		
	13	Notice of withdrawal sent to applicant		

Type of Application	Check Type
Site plan for development without supplemental standards	
Minor subdivisions	
Minor development permits	
Minor amendments to development permits	
Administrative waivers	
Site plan for development subject to supplemental standards	
Variance	
Appeal of administrative decisions	
Preliminary and final subdivision plats	
PUD master plan and rezoning	
Rezoning	
Amendment to the LDC	
Major amendments to development permit	
Other (specify): Vested rights determination	X


Required Attachments for All Applications (Sec. 10.01.02):

1. A property survey containing the legal description, land area, and existing improvements on the site. The survey shall be signed by a surveyor licensed in the State, and shall have been performed not more than two (2) years prior to the date of application.
2. Proof of payment of applicable fees.
3. An application regarding development within or affecting wetlands (see Chapter 3) shall include proof of receipt of applicable permits or exemptions from regional, State, or federal agencies with permitting authority for wetlands.
4. All site plans and drawings for an application shall be prepared at the same scale. The sheet size shall not be less than eleven inches by seventeen inches (11 x 17) and shall not be more than by thirty-six inches by forty-eight inches (36 x 48).
5. The number of copies of the application materials as specified by the City.
6. Any development application for development proposed within the airport height notification zone established for the Crystal River Airport shall provide notification to the FAA as required by Title 14, Code of Federal Regulations, Part 77 Subpart C. Comments by the FAA shall be included as part of the submittal.

OWNERSHIP INFORMATION

Property Owner: Crystal Blue Water, L.L.C., a Florida Limited Liability Company
 Address: 1801 S.E. U.S. Highway 19, Crystal River, Florida 34429
 Phone #: 352-795 7161 Cell phone #: 352-795 7161 Fax #: 352-795-7879
 Email address: whiteshark377@gmail.com
 Property Address: 1801 S.E. Highway 19, Crystal River, Florida 34429

OWNER'S SIGNATURE:



 Signature of the property owner

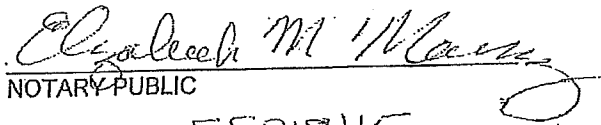
 Signature of the property owner

NOTARIZATION FOR OWNER'S SIGNATURE

STATE OF Florida COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 13 day of July who is personally known to me or who has produced Florida Driver License as identification and who did/did not take an oath.





 NOTARY PUBLIC
 Commission No. FF218115
 Commission Expires: April 7, 2019

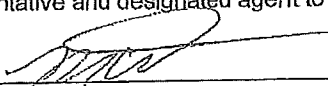
City of Crystal River Development Services
123 NW Hwy 19, Crystal River, FL 34428(352-795-6511) www.crystalriverfl.org

If the applicant or agent is a representative of the property owner, a notarized statement authorizing the representative to act as an agent of the property owner with regard to the application and associated procedure, shall be completed with this application.

Agent's Name: Smolker, Bartlett, Loeb, Hinds & Thompson, P.A.
Agent's Street Address: 100 North Tampa, Suite 2050
City: Tampa ST: Florida Zip: 33602
Phone #: 813-223-3888 Cell phone #: 813-223-3888 Fax #: 813-228-6422
Email address: claym@smolkerbartlett.com

AGENT AUTHORIZATION

Smolker, Bartlett, Loeb, Hinds & Thompson, P.A. agent, is hereby authorized as my legal representative and designated agent to speak in my behalf for the subject matter.




Signature of the Property Owner

NOTARIZATION FOR OWNER'S SIGNATURE

STATE OF Florida COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 13 day of July who is personally known to me or who has produced Florida Driver License as identification and who did/did not take an oath.




NOTARY PUBLIC

Commission No. FF 218115
Commission Expires: April 7, 2019

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal the day and year first above written.

WITNESSES:

Charlene Dutaube
Printed: Charlene Dutaube

Jean V. Whitehurst
Jean V. Whitehurst

J. Elaine Friedman
Printed: J. ELAINE FRIEDMAN

STATE OF MAINE
COUNTY OF York

Acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, by JEAN V. WHITEHURST, known to me or who has produced a Florida license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of September, 2006.

My commission expires:

BRENDA L. HAMEL
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES FEBRUARY 16, 2008

Brenda L. Hamel
Notary Public
Printed: BRENDA L. HAMEL

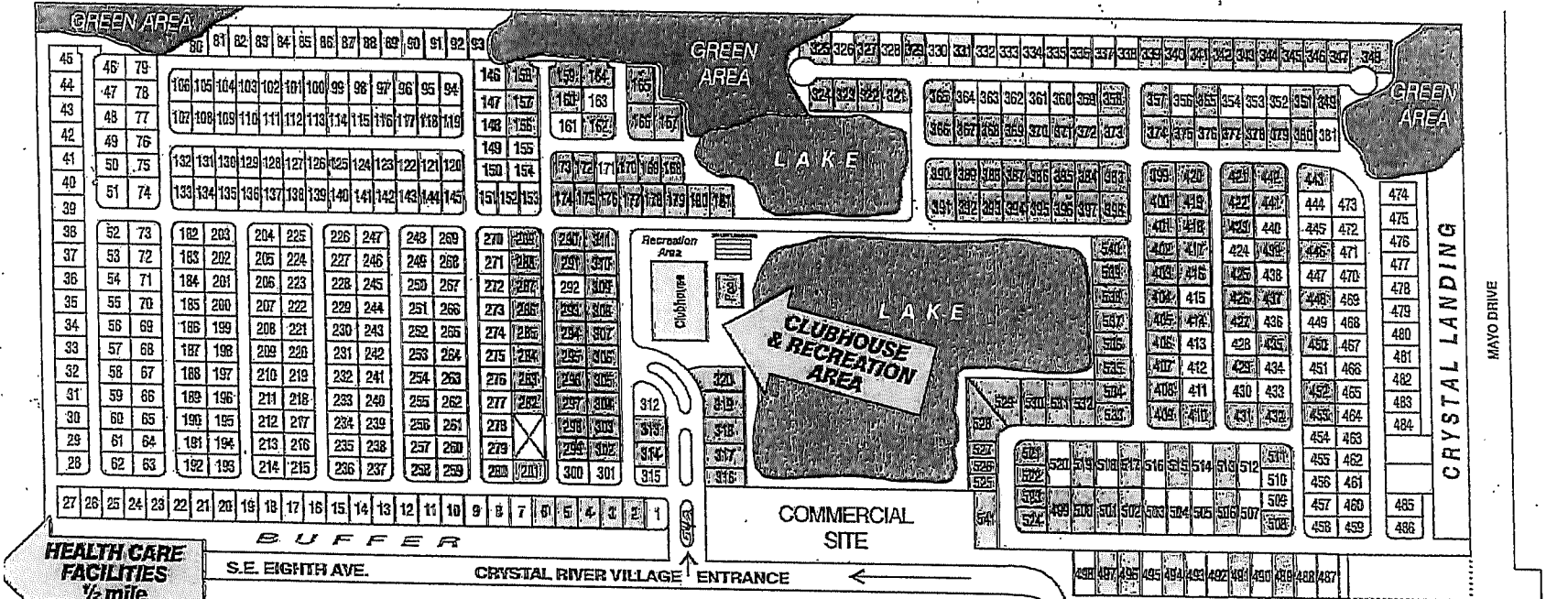
EVIM\WHITEHURST\Green Park Financial\QCDeed\LLC.mpd

EXHIBIT "A"

PHASE 1:
FROM THE SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, THENCE N0°03'56"W 42.95 FEET, FOR A POINT OF BEGINNING, THENCE N0°03'56"W ALONG THE 40 ACRE LINE 550.67 FEET, THENCE S89°57'03"E 145.03 FEET, THENCE N0°03'56"W 170.0 FEET, THENCE N89°47'23"E 70.63 FEET, THENCE N0°03'56"W 620.0 FEET, THENCE S89°57'03"W 165.03 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHEAST 8TH AVENUE (PREVIOUSLY DEDICATED), THENCE N°11'11"W 440.0 FEET, THENCE N89°56'04"E 1320.59 FEET, TO THE N-S CENTERLINE OF SAID SECTION, THENCE S0°21'21"E ALONG SAID CENTERLINE 509.89 FEET TO A POINT, THENCE S00°16'36"E 1602.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE, THENCE N89°49'26"W ALONG SAID RIGHT-OF-WAY LINE 362.36 FEET, TO THE EASTERLY LINE OF THE CRYSTAL LANDING (A CONDOMINIUM) AS RECORDED IN BOOK 1, PAGES 48/49, PUBLIC RECORDS, CITRUS COUNTY, FLORIDA, THENCE N0°23'45"E 125.25 FEET, TO THE NORTHERLY LINE OF SAID (CONDOMINIUM), THENCE S89°46'42"W ALONG SAID NORTHERLY LINE 610.03 FEET, TO THE EASTERLY LINE OF LOT 14, BLOCK B, CRYSTAL RIVER VILLAGE, UNIT ONE, AS RECORDED IN PLAT BOOK 12, PAGE 5, CITRUS COUNTY, FLORIDA, THENCE N01°00'25"W ALONG SAID EASTERLY LINE 80.47 FEET, THENCE N00°10'31"W ALONG SAID EASTERLY LINE 123.65 FEET TO A POINT, THENCE N89°46'08"W 405.09 FEET, TO THE 40 ACRE LINE, AND THE POINT OF BEGINNING, ALSO THE NW CORNER OF SAID LOT, ALL LYING IN SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA.

COMMERCIAL TRACT:
COMMENCING AT THE SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, THENCE N0°03'56"W ALONG THE 40 ACRE LINE 593.62 FEET, FOR A POINT OF BEGINNING, THENCE S89°57'03"E 145.03 FEET, THENCE N0°03'56"W 170.0 FEET, THENCE N89°47'23"E 70.63 FEET, THENCE N0°03'56"W 620.0 FEET, THENCE S89°57'03"W 165.03 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHEAST 8TH AVENUE (PREVIOUSLY DEDICATED), THENCE S0°03'56"E 576.14 FEET, THENCE ALONG A CURVE TO THE RIGHT, WHOSE CHORD BEARS S24°01'45"W, 122.47 FEET, ARC OF 126.16 FEET, AND RADIUS OF 150.0 FEET, THENCE S0°03'56"E 101.99 FEET TO THE POINT OF BEGINNING.

UNDEVELOPED TRACT:
FROM THE SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, RUN THENCE N0°03'56"W, ALONG THE 40 ACRE LINE, 877.46 FEET, THENCE N89°57'03"E 50.0 FEET, THENCE N0°03'56"W PARALLEL WITH THE 40 ACRE LINE, 518.15 FEET TO THE E-W CENTERLINE OF SAID SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, THENCE N°11'11"W, PARALLEL WITH THE 40 ACRE LINE, 496.18 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N°11'11"W 1151.49 FEET TO THE NORTH LINE OF SOUTH 1/2 OF THE SOUTH 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, THENCE ALONG THE SAID NORTH LINE, N89°43'09"E 1317.16 FEET TO THE NE CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, THENCE S0°21'21"E 1156.45 FEET, THENCE S89°56'04"W 1320.59 FEET TO THE POINT OF BEGINNING.



Crystal River Village

- Occupied Homes
- Models



**AFFIDAVIT OF PROPERTY OWNER
IN SUPPORT OF VESTED RIGHTS DETERMINATION**

STATE OF FLORIDA)
) SS:
COUNTY OF CITRUS)

BEFORE ME, the undersigned authority, personally appeared Michael Whitehurst (the "Affiant"), who, being first duly sworn, on oath, states as follows:

1. In 1978, Affiant's parents, Don R. Whitehurst ("Father") and Jean Whitehurst ("Mother") (collectively, "Parents") purchased the real property located at 1601 SE 8th Avenue, Crystal River, Florida, and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").

2. Upon information and belief, in 1978, Affiant's Parents and Affiant's brother, Don E. Whitehurst began surveying and street layout of the 100 acre parcel for purposes of developing Crystal River Village.

3. Upon information and belief, between 1978 and 1984, the Property was surveyed and cleared.

4. In 1984, Affiant's Parents submitted petitions to the City to rezone the Property from R-1, Single Family Residential, to PUD, Planned Unit Development.

5. In 1987, the City approved the Planned Unit Development zoning for Crystal River Village and rezoned the Property from R-1, Single Family Residential, to PUD, Planned Unit Development, by Ordinance 87-0-6, as amended by Ordinance 87-0-14 (collectively the "PUD Approval") attached as Exhibit "B." This is further reflected by the letter attached as Exhibit "C" from the City to Affiant's Father dated August 18, 1987 approving the Planned Unit Development zoning (the "PUD Approval Letter").

6. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant's Parents told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so.

7. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

8. The PUD Approval authorized the following development: 540 mobile home/manufactured housing sites, a commercial tract for up to 30,000 sq. ft. of leasable commercial space, and an apartment tract for up to 40 multiple family dwellings.

9. Beginning around the date of the PUD Approval, Affiant's Parents undertook to develop the Property including, but not limited to, by clearing, grading, and filling the Property; installing utilities, roadways, and other infrastructure; obtaining numerous building and development permits; building a clubhouse, pool, and other amenities; installing 253 full hook-up mobile home/manufactured home sites; and building, constructing, and installing other improvements and alterations to the Property.

10. Upon information and belief, around that time, the lakes were dug out and the removed dirt was moved to the southeastern portion of the Property to assist with drainage.

11. After that time, installation of sewer and storm utilities and all water lines were installed on the Property. Specifically, the main sewer line was completed to the north end of the Property and connected to the City's lift station. Upon information and belief, Affiant's Parents paid approximately \$150,000.00 to increase the capacity of the lift station to accommodate 540 mobile homes on the Property. In addition, all underground electric utilities and pedestals were installed up to Oakgrove Street on the north end of the Property.

12. In addition, upon information and belief, Affiant's Parents completed conditions numbered six and eight found in Exhibit C of the PUD Approval.

13. In the mid-1980s, all streets were paved and sidewalks and street lights were installed. In addition, the recreational hall, guard house, entrance wall, parking lots, pool and shuffle board courts were all constructed and installed.

14. Upon information and belief, in or around 1987-88, Affiant's Parents built a berm along Southeast 8th Avenue to the north end of the Property which required expenses including but not to limited to those for machinery, labor and earth-moving.

15. In addition, while not part of the Property, Affiant's Parents also developed the "apartment site" pursuant to and authorized by the PUD Approval by constructing the Crystal Landing Condominiums which were completed around 1990. Affiant's brother, Don E. Whitehurst was the general contractor who oversaw construction of the development onsite from start to finish.

16. Over the next 10 years, approximately 120 mobile homes were permitted and built along with the following amenities and features: lake fountains, electric security gates at park entrance and rear exit, fencing, landscaping at entrance and recreational hall, landscape lighting and irrigation in all common areas.

17. In 1998, Joan Rollings Avenue was constructed on the southeast portion of the Property which allowed for the addition of approximately 35 more mobile home lots.

18. From approximately 1998 until 2005, 90 more mobile homes were permitted and built on the Property and additional work was done on the Property including various drainage projects.

19. In 2005, Affiant's Father passed away.

20. In 2006, Affiant's Mother transferred ownership of the Property to Crystal Blue Water, L.L.C., a Florida limited liability company ("Owner"), of which Affiant, Affiant's Mother and Affiant's brother, Don E. Whitehurst are the sole members. Owner is the current owner of the Property.

21. In 2007, four new Jacobson mobile homes were permitted and constructed along Joan Rollings Avenue.

22. During 2008 and 2015, many more capital improvement projects took place including but not limited to: sidewalk repair and replacement, pool resurfacing, pool equipment upgrades and new pool fencing, rebuilt retention areas, new RV parking area on north end, reconditioned shuffle board courts, reinstalled new hurricane doors at the recreational hall, new appliances, roofing and amenities installed at the recreational hall, and security camera systems installed at the recreational hall and both entrances of Property.

23. In addition, in 2012, all paved streets on the south end of the Property were given names by the Postal Service and street signs were installed. A diagram detailing the street names is attached hereto as Exhibit "D." Lake Evelyn Avenue and Hub Street are north/south streets which continue through to the north end of the Property and, as such, the northern parcel has approved north/south street names. A list of names for the east/west street names for the northern parcel has been submitted to the Postal Service.

24. Since 2015, additional projects have occurred at the Property which include but are not limited to: air conditioning replacements at the recreational hall, dock resurfacing, new drainage swale installation on southwest portion of Property and repaving of all streets.

25. Upon information and belief, from the date of the PUD Approval until today, the City granted numerous permits and authorizations for Owner or Affiant's Parents to develop, use, maintain, or operate the Property, in accordance with the PUD Approval. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "E" attached hereto and incorporated herein.

26. Upon information and belief, from the date of the PUD Approval until today, the City never denied a permit or authorization for Owner or Affiant's Parents to develop, use, maintain, or operate the Property on the basis that the PUD Approval had expired or was no longer valid.

27. From the time Owner acquired the Property until March, 2018, Owner was never told that the PUD Approval could expire or had expired, or that the development authorized by the PUD Approval must be completed within a particular timeframe.

28. Affiant has never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

29. Upon information and belief, Affiant's Parents never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property

30. Since Affiant's Parents acquired the Property until today, Affiant estimates that his Parents and the current Owner have spent approximately \$12,500,000.00 on the development, use, maintenance, and operation of the Property.

31. Affiant has relied in good faith on the City's Codes and Ordinances in undertaking the aforementioned development in the City.

32. Affiant has relied in good faith on the aforementioned acts and omissions of the City in allowing for the continuous development, use, maintenance, and operation the Property in accordance with the PUD Approval and has made substantial changes in position and incurred the aforementioned extensive obligations and expenses to its detriment in reliance on those acts or omissions.

33. Owner is currently under contract to sell the Property to Legacy PIII Crystal River Village LLC, a Delaware limited liability company ("Buyer").

34. On information and belief, upon acquisition of the Property, Buyer intends to continue the development, use, maintenance, and operation of the Property, in accordance with the PUD Approval.

35. Prior to acquiring the Property, Buyer requires Seller to provide confirmation that the Property, including, without limitation, the undeveloped portions thereof, may be developed, used, maintained, and operated in accordance with the PUD Approval, with no particular timeframe for completion of all development.

36. In connection with Buyer's due diligence for the Property, Affiant was made aware that, due to a provision in the City's current land development code (the "Expiration Provision"), the City would not affirm (i) that the PUD Approval is a valid, unexpired development entitlement, or (ii) that additional portions of the Property could continue to be developed in accordance with the PUD Approval.


37. On information and belief, the Expiration Provision was adopted by the City in 2005 and until that date there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

38. Buyer's agreement to purchase, use, develop, maintain, and operate the Property is dependent on (i) the PUD Approval being a valid, unexpired development entitlement that constitutes a vested right running with the land, and (ii) that the Property can continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval.

39. On information and belief, if (i) the PUD Approval is not a valid, unexpired development entitlement that constitutes a vested right running with the land, or (ii) the Property cannot continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval, Buyer will not purchase the Property, and the value and benefit of Owner's investment in the Property will be substantially diminished.

[signature page to follow]

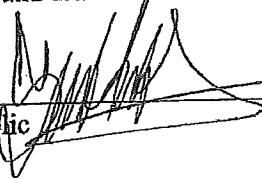
IN WITNESS WHEREOF, Affiant has caused this Affidavit of Property Owner to be executed this 16 day of July, 2018.


_____)
Michael Whitehurst

STATE OF Florida)
) SS:
COUNTY OF MARTIN)

The foregoing instrument was sworn to and subscribed before me this 16 day of July, 2018, by Michael Whitehurst. He is (check one) [] personally known to me or [] has produced a driver's license as identification, and did take an oath.
FL DL# W362-SS6-65-005-2

[Notary Seal]


_____)
Notary Public

Selim Aranda
Notary Public
State of Florida
My Commission Expires 10/09/2018
Commission No. FF 167503

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Phase 1: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West 42.95 feet, for a Point of Beginning, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 550.67 feet, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence North $0^{\circ} 11' 11''$ West 440.0 feet, thence North $89^{\circ} 56' 04''$ East 1320.59 feet, to the North-South centerline of said Section, thence South $0^{\circ} 21' 21''$ East along said centerline 509.89 feet to a point, thence South $00^{\circ} 16' 36''$ East 1602.04 feet to the Northerly right-of-way line of Mayo Drive, thence North $89^{\circ} 49' 26''$ West along said right-of-way line 362.36 feet, to the Easterly line of The Crystal Landing (a Condominium) as recorded in Book 1, Pages 48 and 49, Public Records of Citrus County, Florida, thence North $0^{\circ} 23' 45''$ East 125.25 feet, to the Northerly line of said (Condominium), thence South $89^{\circ} 46' 42''$ West along said Northerly line 610.03 feet, to the Easterly line of Lot 14, Block B, Crystal River Village, Unit One, as recorded in Plat Book 12, Page 5, Citrus County, Florida, thence North $01^{\circ} 00' 25''$ West along said Easterly line 80.47 feet, thence North $00^{\circ} 10' 31''$ West along said Easterly line 123.65 feet to a point, thence North $89^{\circ} 46' 08''$ West 405.09 feet, to the 40 acre line, and the Point of Beginning, also the Northwest corner of said lot, all lying in Section 27, Township 18 South, Range 17 East, Citrus County, Florida.

Commercial Tract: Commencing at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 593.62 feet, for a Point of Beginning, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence South $0^{\circ} 03' 56''$ East 576.14 feet, thence along a curve to the right, whose chord bears South $24^{\circ} 01' 45''$ West 122.47 feet, arc of 126.16 feet, and radius of 150.0 feet, thence South $0^{\circ} 03' 56''$ East 101.99 feet to the Point of Beginning.

Undeveloped Tract: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, run thence North $0^{\circ} 03' 56''$ West, along the 40 acre line, 877.46 feet, thence North $89^{\circ} 57' 03''$ East 50.0 feet, thence North $0^{\circ} 03' 56''$ West parallel with the 40 acre line, 518.15 feet to the East-West centerline of said Section 27, Township 18 South, Range 17 East, thence North $0^{\circ} 11' 11''$ West parallel with the 40 acre line, 496.18 feet to the Point of Beginning, thence continue North $0^{\circ} 11' 11''$ West 1151.49 feet to the North line of South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence along the said North line, North $89^{\circ} 43' 09''$ East 1317.16 feet to the Northeast corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence South $0^{\circ} 21' 21''$ East 1156.45 feet, thence South $89^{\circ} 56' 04''$ West 1320.59 feet to the Point of Beginning.

EXHIBIT "B"
PUD APPROVAL

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING FROM R-1 SINGLE FAMILY RESIDENTIAL ZONING TO PUD, PLANNED UNIT DEVELOPMENT ZONING OF CERTAIN PROPERTY LOCATED IN SECTION(S) 21, TOWNSHIP(S) 18 SOUTH, RANGE(S) 17 EAST: PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, as follows:

1. The following described lands are hereby rezoned from R-1, Single Family Residential to PUD, Planned Unit Development :

Legal Description is attached hereto and made a part hereof marked Exhibit "A".

Application is contingent upon the conditions which are attached hereto and made a part hereof marked Exhibit "B".

as shown in Application 84-04.

2. The zoning map of the City of Crystal River, Florida, is hereby amended to reflect the changed described in Section 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. This Ordinance shall become effective as provided by Florida Law.

This Ordinance shall become effective the 27th day of May, 1987.

This Ordinance was introduced and placed on the first reading on the 12th day of May, 1987 and upon motion duly made and carried was adopted on the first reading.

This Ordinance was introduced and placed on the second reading on the 26th day of May, 1987 and upon motion duly made and carried was adopted on the second reading.

Maryorie J. Capeland
PRESIDENT OF THE CITY COUNCIL
CITY OF CRYSTAL RIVER

ATTESTED:

John A. Kelly
CITY MANAGER

Approved by me as Mayor of the City of Crystal River, Florida on this 27th day of May, 1987.

Herbert W. Williams
MAYOR, City of Crystal River

EXHIBIT "A"

PARCEL NO. 1 :

ALL OF THE LOTS OF CRYSTAL RIVER VILLAGE UNIT 1, EXCLUDING LOTS 13 AND 14, BLOCK B OF UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

PARCEL NO. 2 :

BEING A PART OF THE NW. $\frac{1}{4}$ & THE SW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, CRYSTAL RIVER, CITRUS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS :

FROM THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SAID SECTION 27, TOWNSHIP 18 S, RANGE 17 E, RUN THENCE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 1087.08 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 241.10 FT. TO THE SW. CORNER OF THE SE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SAID SECTION 27; THENCE N $0^{\circ}11'11''$ W, ALONG THE 40 ACRE LINE, 1647.37 FT.; THENCE N $89^{\circ}43'09''$ E, 1368.64 FT. TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 27; THENCE S $0^{\circ}16'17''$ E, ALONG SAID NORTH-SOUTH CENTER LINE, 3271.09 FT. TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE N $89^{\circ}43'11''$ W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 361.94 FT. TO THE SE. CORNER OF LOT 1, BLOCK "B", OF CRYSTAL RIVER VILLAGE UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINES OF SAID CRYSTAL RIVER VILLAGE UNIT 1 FOR THE NEXT SEVENTEEN (17) CALLS, 1) N $0^{\circ}03'56''$ W, 105.25 FT.; 2) S $89^{\circ}56'04''$ W, 610.0 FT.; 3) N $0^{\circ}03'56''$ W, 100.0 FT.; 4) N $89^{\circ}56'04''$ E, 100.0 FT.; 5) N $0^{\circ}03'56''$ W, 550.0 FT.; 6) S $89^{\circ}56'04''$ W, 85.0 FT.; 7) N $51^{\circ}00'25''$ E, 192.16 FT.; 8) N $44^{\circ}38'43''$ E, 174.85 FT.; 9) N $0^{\circ}03'56''$ W, 375.0 FT.; 10) S $89^{\circ}56'04''$ W, 375.0 FT.; 11) S $21^{\circ}20'08''$ W, 180.47 FT.; 12) S $32^{\circ}10'18''$ W, 156.02 FT.; 13) S $89^{\circ}56'04''$ W, 50.54 FT.; 14) A CURVE TO THE LEFT, WHOSE CHORD BEARS, N $27^{\circ}47'40''$ W, 92.02 FT., ARC OF 93.56 FT. AND RADIUS OF 148.57 FT.; 15) A CURVE TO THE RIGHT, WHOSE CHORD BEARS, N $22^{\circ}57'03''$ W, 154.44 FT.; ARC OF 158.63 FT. AND RADIUS OF 198.57 FT.; 16) N $0^{\circ}03'56''$ W, 76.25 FT.; 17) S $89^{\circ}56'04''$ W, 15.0 FT. TO THE POINT OF BEGINNING.

LESS THE WEST 60.0 FT. OF THE NORTH 1888.58 FT. FOR ROAD RIGHT-OF-WAY.

EXHIBIT "C"

The following conditions are hereby made a part of the Crystal River Village development plan:

- 1.) The development is limited to 40 multiple family dwellings to be located in the area shown on the site plan as "apartment site."
- 2.) Each of the multiple-family buildings will maintain a 25 foot setback from the Mayo Drive right-of-way, a 15 foot setback from the rear lot line, and a 15 foot setback from the side lot lines of the "apartment site."
- 3.) The development is limited to 30,000 square feet of leaseable commercial space, to be located only in the area designated commercial site on the site plan.
- 4.) The uses in the commercial area shall be limited to the uses in the B-1 Planned Business District except that alcoholic beverages may be sold only in establishments with a restaurant license and in which restaurant service is provided.
- 5.) The buildings in the commercial area must be setback 45 feet from the S.E. Eighth Avenue right-of-way, 15 feet from interior street right-of-ways and 15 feet from all residential lot lines. A specific site plan for the buildings must be approved by the Parks, Planning and Zoning Commission with particular attention given to the rear setback.
- 6.) The S.E. Eighth Avenue extension will be completed by the developer and the right-of-way dedicated to the City. The execution of a road agreement shall be completed within two weeks of the approval date of this amendment. The construction of the roadway shall be completed within 150 days from the execution of the roadway agreement. The developer will post a bond for one year from the date of completion, for an amount equal to 10% of the cost of completion of the road, made payable to the City of Crystal River.
- 7.) The development must meet the standards of the proper state regulatory agency in regard to stormwater management.
- 8.) The developer shall bring forth documents vacating the subdivision plat of Crystal River Village Unit 1, signed by the record owners of all lots in the subdivision, to be executed by the Mayor and City Manager. This vacation shall be completed within 90 days of the approval date of this amendment.

ORDINANCE NO. 87-0-14

AN ORDINANCE AMENDING ORDINANCE 87-0-6, SECTION 1, OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR AN AMENDED SITE PLAN FOR THE CRYSTAL RIVER VILLAGE PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONDITIONS REGULATING MULTIPLE FAMILY AND COMMERCIAL DEVELOPMENT, SETTING CONDITIONS FOR THE CONSTRUCTION AND DEDICATION OF THE S.E. 8th AVENUE EXTENSION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, as follows:

Section 1.) Ordinance 87-0-6, Section 1 is hereby amended to read as follows;

1. The following described lands are hereby rezoned from R-1, Single Family Residential to PUD, Planned Unit Development:

Legal description is attached hereto and made a part hereof marked Exhibit "A".

Application is contingent upon adherence to the attached site plan made a part hereof marked Exhibit "B".

Application is contingent upon the conditions which are attached hereto and made a part hereof marked Exhibit "C".

as shown in Applications 84-04 and 87-02.

Section 2.) This Ordinance shall become effective immediately upon passage.

This Ordinance was introduced and placed on the first reading on the 14th day of July 1987 and upon motion duly made and carried was adopted on the first reading.

This Ordinance was introduced and placed on the second reading on the 28th day of July 1987 and upon motion duly made and carried was adopted on the second reading.


PRESIDENT OF CITY COUNCIL
CITY OF CRYSTAL RIVER

ATTESTED:


CITY MANAGER

Approved by me as Mayor of the City of Crystal River, Florida on this 29th day of July, 1987.

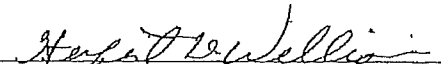

MAYOR, CITY OF CRYSTAL RIVER

EXHIBIT "A"

PARCEL NO. 1 :

ALL OF THE LOTS OF CRYSTAL RIVER VILLAGE UNIT 1, EXCLUDING LOTS 13 AND 14, BLOCK B OF UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

PARCEL NO. 2 :

BEING A PART OF THE NW. $\frac{1}{4}$. & THE SW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, CRYSTAL RIVER, CITRUS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS :

FROM THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SAID SECTION 27, TOWNSHIP 18 S, RANGE 17 E, RUN THENCE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 1087.08 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 241.10 FT. TO THE SW. CORNER OF THE SE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SAID SECTION 27; THENCE N $0^{\circ}11'11''$ W, ALONG THE 40 ACRE LINE, 1647.37 FT.; THENCE N $89^{\circ}43'09''$ E, 1368.64 FT. TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 27; THENCE S $0^{\circ}16'17''$ E, ALONG SAID NORTH-SOUTH CENTER LINE, 3271.09 FT. TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE N $89^{\circ}43'11''$ W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 361.94 FT. TO THE SE. CORNER OF LOT 1, BLOCK "B", OF CRYSTAL RIVER VILLAGE UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINES OF SAID CRYSTAL RIVER VILLAGE UNIT 1 FOR THE NEXT SEVENTEEN (17) CALLS; 1) N $0^{\circ}03'56''$ W, 105.25 FT.; 2) S $89^{\circ}56'04''$ W, 610.0 FT.; 3) N $0^{\circ}03'56''$ W, 100.0 FT.; 4) N $89^{\circ}56'04''$ E, 100.0 FT.; 5) N $0^{\circ}03'56''$ W, 550.0 FT.; 6) S $89^{\circ}56'04''$ W, 85.0 FT.; 7) N $51^{\circ}00'25''$ E, 192.16 FT.; 8) N $44^{\circ}38'43''$ E, 174.85 FT.; 9) N $0^{\circ}03'56''$ W, 375.0 FT. 10) S $89^{\circ}56'04''$ W, 375.0 FT.; 11) S $21^{\circ}20'08''$ W, 180.47 FT.; 12) S $32^{\circ}10'18''$ W, 156.02 FT.; 13) S $89^{\circ}56'04''$ W, 50.54 FT.; 14) A CURVE TO THE LEFT, WHOSE CHORD BEARS, N $27^{\circ}47'40''$ W, 92.02 FT., ARC OF 93.56 FT. AND RADIUS OF 148.57 FT.; 15) A CURVE TO THE RIGHT, WHOSE CHORD BEARS, N $22^{\circ}57'03''$ W, 154.44 FT.; ARC OF 158.63 FT. AND RADIUS OF 198.57 FT.; 16) N $0^{\circ}03'56''$ W, 76.25 FT.; 17) S $89^{\circ}56'04''$ W, 15.0 FT. TO THE POINT OF BEGINNING.

LESS THE WEST 60.0 FT. OF THE NORTH 1888.58 FT. FOR ROAD RIGHT-OF-WAY.

EXHIBIT "A"

G R E E N

A R E A

			80	81	82	83	84	85	86	87	88	89	90	91	92			
45	46	79	106	106	104	103	102	101	100	99	98	97	96	96	94			
44	47	78	107	108	109	110	111	112	113	114	115	116	117	118	119			
43	48	77																
42	49	76	132	131	130	129	128	127	126	125	124	123	122	121	120			
41	50	75	133	134	135	136	137	138	139	140	141	142	143	144	145			
40	51	74																
39																		
38	52	73	182	203	204	225	226	247	248	269								
37	53	72	183	202	205	224	227	246	249	268								
36	54	71	184	201	206	223	228	245	250	267								
35	55	70	185	200	207	222	229	244	251	266								
34	56	69	186	199	208	221	230	243	252	265								
33	57	68	187	198	209	220	231	242	253	264								
32	58	67	188	197	210	219	232	241	254	263								
31	59	66	189	196	211	218	233	240	255	262								
30	60	65	190	195	212	217	234	239	256	261								
29	61	64	191	194	213	216	235	238	257	260								
28	62	63	192	193	214	215	236	237	258	259								
27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9

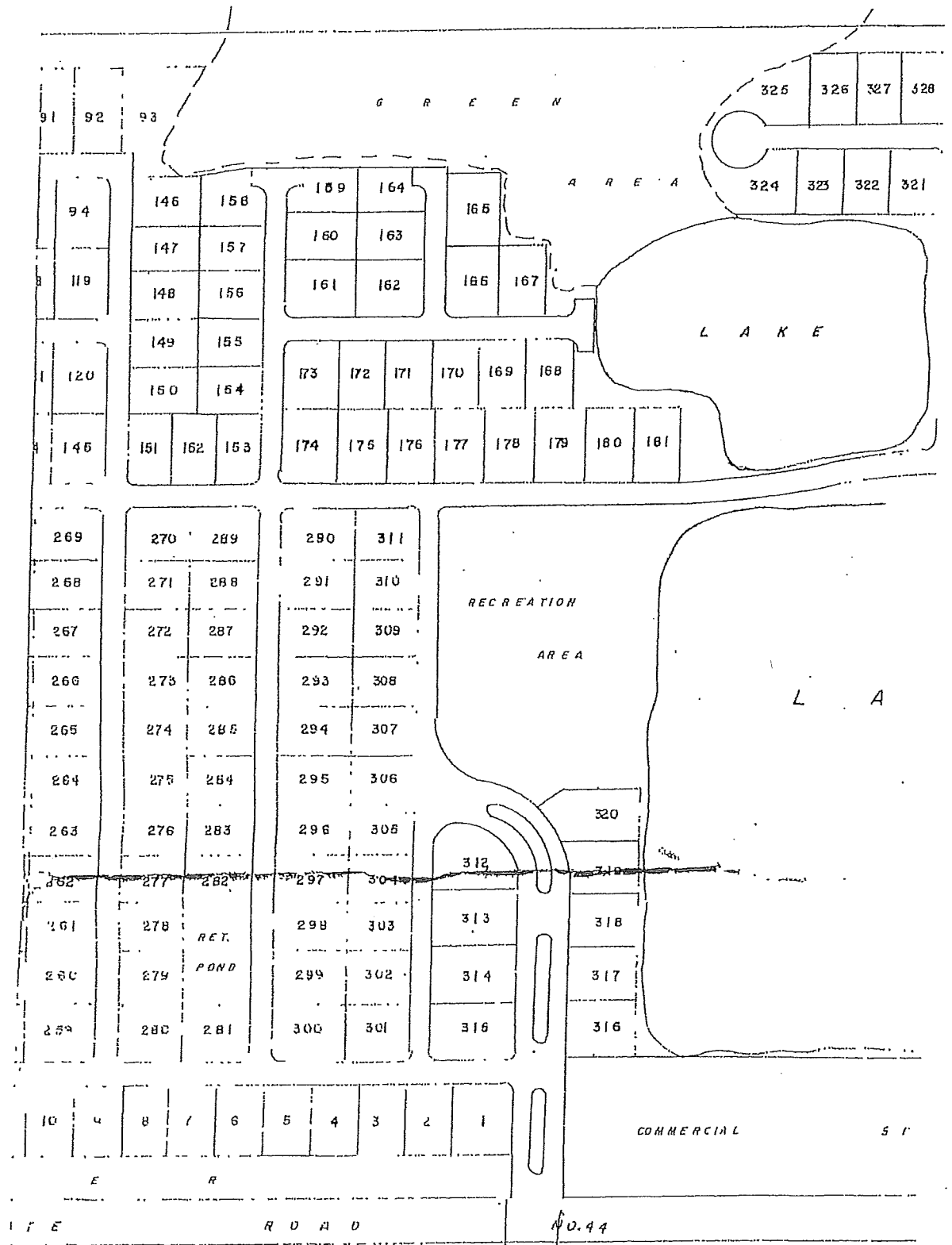
P R O P O S E D

S T A T E

100

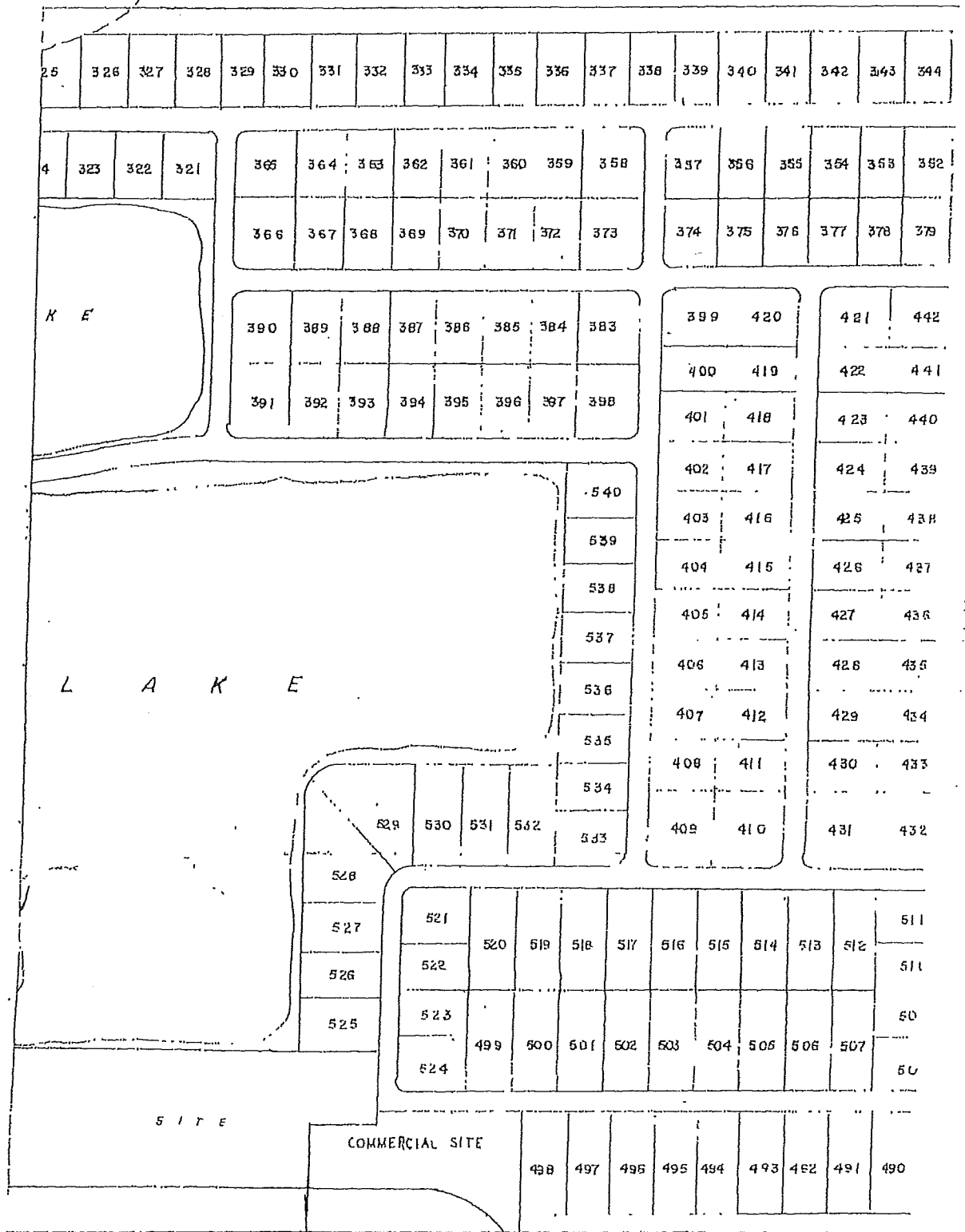
NOTES:

MINIMUM 1
STREET W

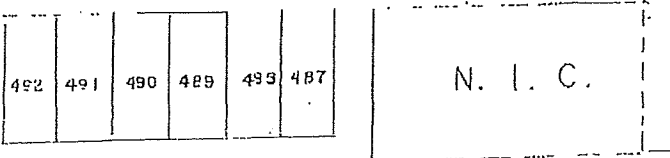
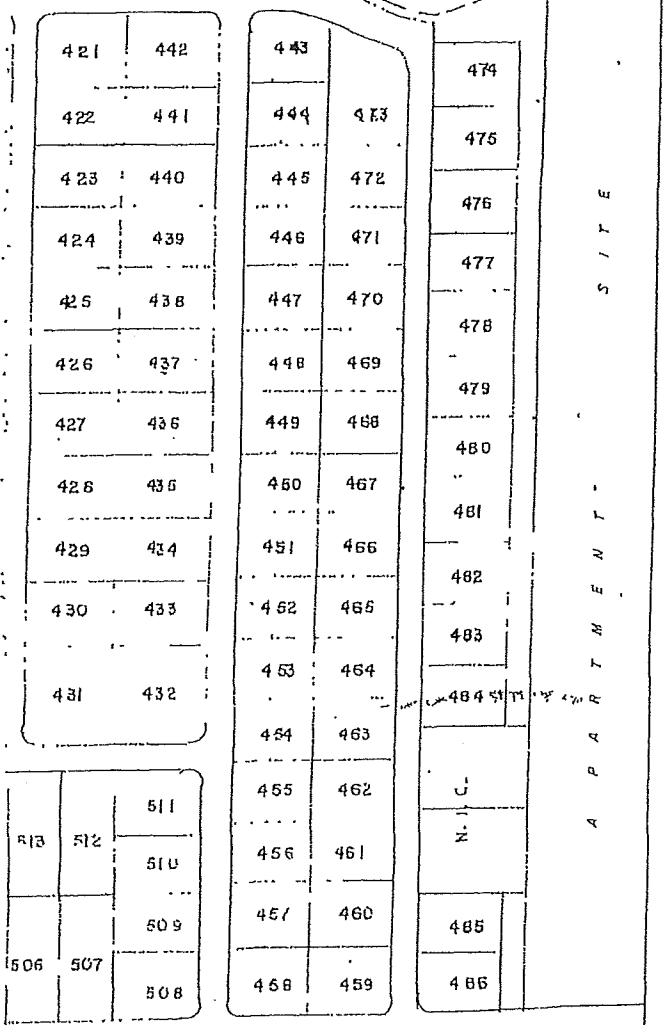
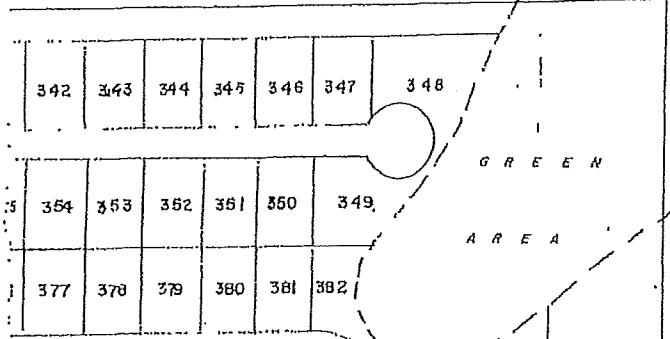


ENT.

S
 MINIMUM LOT SIZE: 45' x 80'
 STREET WIDTH: 24'



1970s



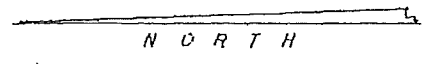
MAYO DRIVE

39																	
38	52	73	182	203	204	225	226	247	248	269							
37	53	72	183	202	205	224	227	246	249	268							
36	54	71	184	201	206	223	228	245	250	267							
35	55	70	185	200	207	222	229	244	251	266							
34	56	69	186	199	208	221	230	243	252	265							
33	57	68	187	198	209	220	231	242	253	264							
32	58	67	188	197	210	219	232	241	254	263							
31	59	66	189	196	211	218	233	240	255	262							
30	60	65	190	195	212	217	234	239	256	261							
29	61	64	191	194	213	216	235	238	257	260							
28	62	63	192	193	214	215	236	237	258	259							

27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9
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B U F F E
P R O P O S E D S T A T E

photo



GREEN AREA

325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348

Joan Rollins Ave

158	159	164	165
157	160	163	
156	161	162	166 167

324	323	322	321
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365	364	363	362	361	360	359	358
366	367	368	369	370	371	372	373

357	356	355	354	353	352	351	349
374	375	376	377	378	379	380	

Niko Terr

173	172	171	170	169	168		
174	175	176	177	178	179	180	181

LAKE

390	389	388	387	386	385	384	383
391	392	393	394	395	396	397	398

Rumbob Way

400	419	421	442	443
401	418	422	441	444
402	417	423	440	445
403	416	424	439	446
404	415	425	438	447
405	414	426	437	448
406	413	427	436	449
407	412	428	435	450
408	411	429	434	451
409	410	430	433	452
		431	432	453

Lake Evelyn Ave

Recreation Area

CLUB HOUSE

POOL

LAKE

CLUBHOUSE & RECREATION AREA

RV/TRAILER PARKING

289	290	311
288	291	310
287	292	309
286	293	308
285	294	307
284	295	306
283	296	305
282	297	304
281	298	303
	299	302
	300	301

312	320
313	319
314	318
315	317
	316

529	530	531	532	533	534	535
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Range Place

521	520	519	518	517	516	515	514	513	512	511
522										510
523	499	500	501	502	503	504	505	506	507	509
524										508

Buddy Ave

498	497	496	495	494	493	492	491	490	489
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S.E. 8th AVENUE

CRYSTAL RIVER VILLAGE ENTRANCE

VACANT LOT AREA

COPY

EXHIBIT "E"
PERMITS FOR PROPERTY

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
02/01/2018	PM180014	C/O HVAC EQUIPMENT	\$5,597	
02/01/2018	PB180034	REPLACE SCR RM & CARPORT	\$16,988	
08/24/2016	200201345		\$0	
02/18/2015	201501453	CHANGE OUT HVAC EQUIPMENT***NOC N/A***	\$4,617	
07/28/2009	200905646	LOT 393 * CHANGE OUT HVAC EQUIPMENT * NOC N/A * CI	\$2,100	
06/25/2009	200904547	LOT 432 * CHANGE OUT HVAC EQUIPMENT * NOC N/A * CI	\$3,385	
08/26/2008	MC200856	CHANGEOUT PKG HVAC 3 TON	\$3,322	
07/20/2005	BP2005- 242	REROOF	\$23,150	
11/01/1999	99382	REROOF	\$1,790	
10/01/1999	99357	CARPORT & PATIO	\$1,318	
08/01/1999	99258	CARPORT, UTILITY RM, SCR N	\$4,036	
07/01/1999	99239	RAISED SLAB & CARPORT SLA	\$3,500	
07/01/1999	99214	CONCRETE SLAB	\$350	
05/01/1999	99151	DECK	\$3,507	
05/01/1999	99150	CONCRETE DECK	\$3,219	
05/01/1999	99149	CONCRETE DECK	\$3,219	
01/01/1998	98002	REROOF	\$1,870	
12/01/1997	97385	GLASS WINDOWS EX SCR N RM	\$3,200	
12/01/1997	97401	MH LOT 442	\$44,040	
12/01/1997	97377	CARPORT/SCR N RM/UTILITY R	\$4,917	
12/01/1997	97375	MISC ADDITIONS/CONCRETE W	\$5,677	
11/01/1997	97345	MH	\$26,610	
11/01/1997	97356	CARPT/SCR N RM/UTIL	\$3,567	
11/01/1997	97364	GL WINDOWS IN EX RM	\$5,800	
11/01/1997	97366	SCR N RM/SLAB	\$1,748	
10/01/1997	97327	CARPT,SCR N RM #324	\$7,948	
10/01/1997	97312	MH #323	\$31,365	
10/01/1997	97328	CARPORT & SCR N RM #323	\$4,862	
08/01/1997	97252	6' CH LNK FEN	\$900	
01/01/1997	9725	PATIO COVER & RAIL	\$2,756	
12/01/1995	2926	NEW SFMH	\$22,195	
12/01/1995	2929	REROOF MOBILE HOME	\$3,755	
11/01/1995	2914	REROOF MH W/SINGLE PLY	\$2,853	
10/01/1995	2854	MH LOT 388	\$22,995	
10/01/1995	2855	MH LOT 541	\$21,995	

12/01/1992 7477000	MH LT 410	\$11,700	12/01/1992
12/01/1992 7360000	MH LT 293	\$32,000	12/01/1992
12/01/1992 07477	MH LT 410	\$11,700	12/01/1992
12/01/1992 07360	MH LT 293	\$32,000	12/01/1992
10/01/1992 07319	MH LT 160	\$38,584	
09/01/1992 07307	MH LT 283	\$46,000	
02/01/1992 7069	MH LT 286	\$33,000	
01/01/1992 07039	MH LT 294	\$38,160	
01/01/1992 07056	MH LT 170	\$45,300	01/01/1992
01/01/1992 7039000	MH LT 294	\$38,160	
01/01/1992 7056000	MH LT 170	\$45,300	01/01/1992
07/01/1991 6832	MH LT 285	\$20,968	
07/01/1991 6965	SCRN PORCH LT ?	\$1,307	
07/01/1991 6826	MH LT 287	\$22,537	
04/01/1991 6712	MH LT 384	\$14,670	04/01/1991
03/01/1991 6667	MH LT 282	\$19,000	
02/01/1991 6621	MH LT 368 24X36	\$15,200	02/01/1991
02/01/1991 6622	MH LT 530	\$25,000	02/01/1991
02/01/1991 6635	SCRN RM TO VINYL LT 368	\$1,256	
02/01/1991 6637	SCRN RM 10X24 LT 390	\$2,200	
02/01/1991 6641	MH LT 531	\$26,000	03/01/1991
02/01/1991 6643	MH LT 174	\$23,000	
02/01/1991 6642	MH LT 281	\$13,000	03/01/1991
01/01/1991 6588	MH LT 289	\$24,000	
01/01/1991 6589	MH LT 526	\$23,000	01/01/1991
01/01/1991 6587	MH LT 291	\$15,200	01/01/1991
11/01/1990 6525	MH LT 158	\$16,000	12/01/1990
11/01/1990 6526	MH LT 288	\$23,000	12/01/1990
10/01/1990 6493	MH LT 390	\$26,000	
10/01/1990 6492	MH LT 529	\$31,700	
09/01/1990 6428	MH LT 533	\$19,429	
09/01/1990 6427	MH LT 400	\$23,385	
09/01/1990 6418	VINYL WINDOWS SCR RM L420	\$1,900	
09/01/1990 6419	VINYL WINDOWS SCR RM L407	\$1,132	
07/01/1990 6283	MH LT 173	\$20,000	
07/01/1990 5829	MH LT ?	\$10	07/01/1990
06/01/1990 6241	VINYL WINDOWS SCR RM L290	\$1,300	
05/01/1990 6168	ENCL CARPORT LT 406	\$2,161	
04/01/1990 6112	MH LT 164	\$20,000	04/01/1990
03/01/1990 6079	ENCL CARPORT LT 178	\$1,800	
02/01/1990 6020	WAREHS & MAINT LT 486&487	\$7,500	02/01/1990
01/01/1990 5976	MH LT 6	\$20,000	11/01/1990
01/01/1990 5977	MH LT 2	\$35,012	
10/01/1989 5887	MH LT 3	\$23,415	01/01/1990

10/01/1989 5889	MH LT 5	\$23,665	01/01/1990
10/01/1989 5890	MH LT 162	\$35,012	
10/01/1989 5891	MH LT 394	\$22,855	
10/01/1989 5888	MH LT 4	\$16,936	01/01/1990
07/01/1989 5751	MH LT 399	\$10	07/01/1989
07/01/1989 5750	MH LT 395	\$10	07/01/1989
07/01/1989 5749	MH LT 393	\$10	07/01/1989
07/01/1989 5752	MH LT 405	\$10	07/01/1989
01/01/1989 5503	MH LT 169	\$10	01/01/1989
01/01/1989 5204	MH LT 391	\$10	01/01/1989
12/01/1988 5208	MH LT 402	\$10	12/01/1988
12/01/1988 5205	MH LT 392	\$10	12/01/1988
12/01/1988 5203	MH LT 314	\$10	12/01/1988
12/01/1988 5414	MH LT 319	\$10	12/01/1988
11/01/1988 5212	MH LT 409	\$10	11/01/1988
01/01/1988 5060	SHED	\$4,700	
12/01/1987 4682	CANOPIES (2)	\$4,000	06/01/1987
12/01/1986 4568	GUARD HOUSE & FENCE	\$12,000	06/01/1987
10/01/1986 4489	POOL	\$41,500	06/01/1987
08/01/1986 4388	REC HALL	\$230,000	06/01/1987

**AFFIDAVIT OF PROPERTY OWNER
IN SUPPORT OF VESTED RIGHTS DETERMINATION**

STATE OF FLORIDA)
) SS:
COUNTY OF CITRUS)

BEFORE ME, the undersigned authority, personally appeared Jean V. Whitehurst (the "Affiant"), who, being first duly sworn, on oath, states as follows:

1. In 1978, Affiant purchased the real property located at 1601 SE 8th Avenue, Crystal River, Florida, and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property") with her husband Don R. Whitehurst ("Husband").
2. In 1978, Affiant, her Husband and son, Don. E. Whitehurst began surveying and street layout of the 100 acre parcel for purposes of developing Crystal River Village.
3. Between 1978 and 1984, the Property was surveyed and cleared.
4. In 1982-1983, Affiant and her Husband began the process to have the Property rezoned from R-1, Single Family Residential, to PUD, Planned Unit Development.
5. To that end, Affiant and her Husband engaged engineers, lawyers and land use planners, and met with staff of the City of Crystal River ("City").
6. In 1984, Affiant and her Husband submitted petitions to the City to rezone the Property, which are attached hereto and incorporated herein as Exhibit "B" (collectively the "PUD Petition").
7. In 1987, the City approved the Planned Unit Development zoning for Crystal River Village and rezoned the Property from R-1, Single Family Residential, to PUD, Planned Unit Development, by Ordinance 87-0-6, as amended by Ordinance 87-0-14 (collectively the "PUD Approval") attached as Exhibit "C." This is further reflected by the letter attached as Exhibit "D" from the City to Affiant's Husband dated August 18, 1987 approving the Planned Unit Development zoning (the "PUD Approval Letter").
8. Affiant estimates that she and her Husband spent over \$50,000.00 on professional services to obtain the PUD Approval.
9. From the date Affiant and her Husband began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so.

18. In the mid-1980s, all streets were paved and sidewalks and street lights were installed. In addition, the recreational hall, guard house, entrance wall, parking lots, pool and shuffle board courts were all constructed and installed.

19. In or around 1987-88, Affiant and her Husband built a berm along Southeast 8th Avenue to the north end of the Property which required expenses including but not limited to those for machinery, labor and earth-moving.

20. While not part of the Property, Affiant and her Husband also developed the "apartment site" pursuant to and authorized by the PUD Approval by constructing the Crystal Landing Condominiums which were completed around 1990. Affiant's son, Don E. Whitehurst was the general contractor who oversaw construction of the development onsite from start to finish.

21. Over the next 10 years, approximately 120 mobile homes were permitted and built along with the following amenities and features: lake fountains, electric security gates at park entrance and rear exit, fencing, landscaping at entrance and recreational hall, landscape lighting and irrigation in all common areas.

22. In 1998, Joan Rollings Avenue was constructed on the southeast portion of the Property which allowed for the addition of approximately 35 more mobile home lots.

23. From approximately 1998 until 2005, 90 more mobile homes were permitted and built on the Property and additional work was done on the Property including various drainage projects.

24. On information and belief, from the date of the PUD Approval until her Husband's death, Affiant's Husband continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

25. From the date of the PUD Approval until the date the Property was transferred to Owner, Affiant continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

26. From the date Affiant and her Husband began the process of obtaining the PUD Approval until March, 2018, Affiant was never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

27. On information and belief, from the date Affiant and her Husband began the process of obtaining the PUD Approval until her Husband's death, Affiant's Husband was never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

28. From the date of the PUD Approval until the date the Property was transferred to Owner, the City granted numerous permits and authorizations for Affiant or her Husband to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

29. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "E" attached hereto and incorporated herein.

30. From the date of the PUD Approval until the date the Property was transferred to Owner, the City never denied a permit or authorization for Affiant or her Husband to develop, use, maintain, or operate the Property on the basis that the PUD Approval had expired or was no longer valid.

31. Affiant has never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

32. On information and belief, Affiant's Husband never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

Subsequent Transfer to Owner

33. In 2005, Affiant became the sole owner of the Property after the death of her Husband.

34. In 2006, Affiant transferred ownership of the Property to Crystal Blue Water, L.L.C., a Florida limited liability company ("Owner"), which is the current owner of the Property.

35. Affiant and her two sons Don E. Whitehurst and Michael Whitehurst, are the sole members of Owner.

36. In 2007, four new Jacobson mobile homes were permitted and constructed along Joan Rollings Avenue.

37. During 2008 and 2015, many more capital improvement projects took place including but not limited to: sidewalk repair and replacement, pool resurfacing, pool equipment upgrades and new pool fencing, rebuilt retention areas, new RV parking area on north end, reconditioned shuffle board courts, reinstalled new hurricane doors at the recreational hall, new appliances, roofing and amenities installed at the recreational hall, and security camera systems installed at the recreational hall and both entrances of Property.

38. In addition, in 2012, all paved streets on the south end of the Property were given names by the Postal Service and street signs were installed. A diagram detailing the street names is attached hereto as Exhibit "F." Lake Evelyn Avenue and Hub Street are north/south streets which continue through to the north end of the Property and, as such, the northern parcel has approved north/south street names. A list of names for the east/west street names for the northern parcel has been submitted to the Postal Service.

39. Since 2015, additional projects have occurred at the Property which include but are not limited to: air conditioning replacements at the recreational hall, dock resurfacing, new drainage swale installation on southwest portion of Property and repaving of all streets.

40. During the term of its ownership, Owner has continuously developed, used, maintained, and operated the Property pursuant to the PUD Approval.

41. From the time Owner acquired the Property until March, 2018, Owner was never told that the PUD Approval could expire or had expired, or that the development authorized by the PUD Approval must be completed within a particular timeframe.

42. During the term of its ownership, the City granted numerous permits and authorizations for Owner to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

43. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "E" attached hereto and incorporated herein.

44. In addition to the permitted work listed in Exhibit "E", the Owner has performed construction and construction related activities on the property that have not required a permit, such as securing approval for street signage in compliance with Citrus County requirements for the Property, performing drainage system repairs and maintenance to prevent flooding to both the presently developed and undeveloped sections of the Property, improving the recreational facilities for a larger population usage, among other things. A diagram detailing the street names is attached hereto as Exhibit "F."

45. During the term of its ownership, the City has never denied a permit or authorization for Owner to develop, use, maintain, or operate the Property on the basis that the PUD Approval has expired or is no longer valid.

46. Since Affiant acquired the Property until today, Affiant estimates that she, her Husband and the current Owner have spent approximately \$12,500,000.00 on the development, use, maintenance, and operation of the Property.

47. Affiant has relied in good faith on the City's Codes and Ordinances in undertaking the aforementioned development in the City.

48. Affiant has relied in good faith and depended on the aforementioned acts and omissions of the City in allowing for the continuous development, use, maintenance, and operation the Property in accordance with the PUD Approval and has made substantial changes in position and incurred the aforementioned extensive obligations and expenses to its detriment in reliance on those acts or omissions.

Subsequent to Contract with Buyer

49. Owner is currently under contract to sell the Property to Legacy PIII Crystal River Village LLC, a Delaware limited liability company ("Buyer").

50. On information and belief, upon acquisition of the Property, Buyer intends to continue the development, use, maintenance, and operation of the Property, in accordance with the PUD Approval.

51. Prior to acquiring the Property, Buyer requires Seller to provide confirmation that the Property, including, without limitation, the undeveloped portions thereof, may be developed, used, maintained, and operated in accordance with the PUD Approval, with no particular timeframe for completion of all development.

52. In connection with Buyer's due diligence for the Property, Affiant was made aware that, due to a provision in the City's current land development code (the "Expiration Provision"), the City would not affirm (i) that the PUD Approval is a valid, unexpired development entitlement, or (ii) that additional portions of the Property could continue to be developed in accordance with the PUD Approval.

53. On information and belief, the Expiration Provision was adopted by the City in 2005 and until that date there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

54. Buyer's agreement to purchase, use, develop, maintain, and operate the Property is dependent on (i) the PUD Approval being a valid, unexpired development entitlement that constitutes a vested right running with the land, and (ii) that the Property can continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval.

55. On information and belief, if (i) the PUD Approval is not a valid, unexpired development entitlement that constitutes a vested right running with the land, or (ii) the Property cannot continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval, Buyer will not purchase the Property, and the value and benefit of Owner's investment in the Property will be substantially diminished.

[signature page to follow]

IN WITNESS WHEREOF, Affiant has caused this Affidavit of Property Owner to be executed this 17 day of July, 2018.

Jean V. Whitehurst
Jean V. Whitehurst

STATE OF Maine)
) SS:
COUNTY OF York)

The foregoing instrument was sworn to and subscribed before me this 17 day of July, 2018, by Jean V. Whitehurst. She is (check one) [] personally known to me or [] has produced a driver's license as identification, and did take an oath.

Abi Arsenault
Notary Public

[Notary Seal]

Abi Arsenault
Notary Public, State of Maine
My Commission Expires 10/12/2018

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Phase 1: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West 42.95 feet, for a Point of Beginning, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 550.67 feet, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence North $0^{\circ} 11' 11''$ West 440.0 feet, thence North $89^{\circ} 56' 04''$ East 1320.59 feet, to the North-South centerline of said Section, thence South $0^{\circ} 21' 21''$ East along said centerline 509.89 feet to a point, thence South $00^{\circ} 16' 36''$ East 1602.04 feet to the Northerly right-of-way line of Mayo Drive, thence North $89^{\circ} 49' 26''$ West along said right-of-way line 362.36 feet, to the Easterly line of The Crystal Landing (a Condominium) as recorded in Book 1, Pages 48 and 49, Public Records of Citrus County, Florida, thence North $0^{\circ} 23' 45''$ East 125.25 feet, to the Northerly line of said (Condominium), thence South $89^{\circ} 46' 42''$ West along said Northerly line 610.03 feet, to the Easterly line of Lot 14, Block B, Crystal River Village, Unit One, as recorded in Plat Book 12, Page 5, Citrus County, Florida, thence North $01^{\circ} 00' 25''$ West along said Easterly line 80.47 feet, thence North $00^{\circ} 10' 31''$ West along said Easterly line 123.65 feet to a point, thence North $89^{\circ} 46' 08''$ West 405.09 feet; to the 40 acre line, and the Point of Beginning, also the Northwest corner of said lot, all lying in Section 27, Township 18 South, Range 17 East, Citrus County, Florida.

Commercial Tract: Commencing at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 593.62 feet, for a Point of Beginning, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence South $0^{\circ} 03' 56''$ East 576.14 feet, thence along a curve to the right, whose chord bears South $24^{\circ} 01' 45''$ West 122.47 feet, arc of 126.16 feet, and radius of 150.0 feet, thence South $0^{\circ} 03' 56''$ East 101.99 feet to the Point of Beginning.

Undeveloped Tract: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, run thence North $0^{\circ} 03' 56''$ West, along the 40 acre line, 877.46 feet, thence North $89^{\circ} 57' 03''$ East 50.0 feet, thence North $0^{\circ} 03' 56''$ West parallel with the 40 acre line, 518.15 feet to the East-West centerline of said Section 27, Township 18 South, Range 17 East, thence North $0^{\circ} 11' 11''$ West parallel with the 40 acre line, 496.18 feet to the Point of Beginning, thence continue North $0^{\circ} 11' 11''$ West 1151.49 feet to the North line of South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence along the said North line, North $89^{\circ} 43' 09''$ East 1317.16 feet to the Northeast corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence South $0^{\circ} 21' 21''$ East 1156.45 feet, thence South $89^{\circ} 56' 04''$ West 1320.59 feet to the Point of Beginning.

EXHIBIT "B"
PUD PETITION

**AFFIDAVIT OF PROPERTY OWNER
IN SUPPORT OF VESTED RIGHTS DETERMINATION**

STATE OF FLORIDA)
) SS:
COUNTY OF CITRUS)

BEFORE ME, the undersigned authority, personally appeared Donald E. Whitehurst (the "Affiant"), who, being first duly sworn, on oath, states as follows:

1. In 1978, Affiant's parents, Don R. Whitehurst ("Father") and Jean Whitehurst ("Mother") (collectively, "Parents") purchased the real property located at 1601 SE 8th Avenue, Crystal River, Florida, and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. Upon information and belief, in 1978, Affiant's Parents and Affiant began surveying and street layout of the 100 acre parcel for purposes of developing Crystal River Village.
3. Upon information and belief, between 1978 and 1984, the Property was surveyed and cleared.
4. Upon information and belief, in 1982-1983, Affiant's Parents began the process to have the Property rezoned from R-1, Single Family Residential, to PUD, Planned Unit Development.
5. Upon information and belief, Affiant's Parents engaged engineers, lawyers and land use planners, and met with staff of the City of Crystal River ("City").
6. In 1984, Affiant's Parents submitted petitions to the City to rezone the Property, which are attached hereto and incorporated herein as Exhibit "B" (collectively the "PUD Petition").
7. In 1987, the City approved the Planned Unit Development zoning for Crystal River Village and rezoned the Property from R-1, Single Family Residential, to PUD, Planned Unit Development, by Ordinance 87-0-6, as amended by Ordinance 87-0-14 (collectively the "PUD Approval") attached as Exhibit "C." This is further reflected by the letter attached as Exhibit "D" from the City to Affiant's Father dated August 18, 1987 approving the Planned Unit Development zoning (the "PUD Approval Letter").
8. Upon information and belief, Affiant's Parents spent over \$50,000.00 on professional services to obtain the PUD Approval.

9. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant's Parents told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so.

10. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

11. The PUD Petition, which was approved by the City Council on August 2, 1984, states:

"The development schedule is an estimate only, and will vary according to market conditions and the national economy; therefore, it shall not be binding upon the applicant and a change in the schedule shall not constitute a substantial change in the approved plan."

Subsequent to PUD Approval

12. The PUD Approval authorized the following development: 540 mobile home/manufactured housing sites, a commercial tract for up to 30,000 sq. ft. of leasable commercial space, and an apartment tract for up to 40 multiple family dwellings.

13. Upon information and belief, beginning around the date of the PUD Approval, Affiant's Parents undertook to develop the Property including, but not limited to, by clearing, grading, and filling the Property; installing utilities, roadways, and other infrastructure; obtaining numerous building and development permits; building a clubhouse, pool, and other amenities; installing 253 full hook-up mobile home/manufactured home sites; and building, constructing, and installing other improvements and alterations to the Property.

14. Specifically, the lakes were dug out and the removed dirt was moved to the southeastern portion of the Property to assist with drainage.

15. Around that time, installation of sewer and storm utilities and all water lines were installed on the Property. Specifically, the main sewer line was completed to the north end of the Property and connected to the City's lift station. Upon information and belief, Affiant's Parents paid approximately \$150,000.00 to increase the capacity of the lift station to accommodate 540 mobile homes on the Property. In addition, all underground electric utilities and pedestals were installed up to Oakgrove Street on the north end of the Property.

16. In addition, Affiant's Parents completed conditions numbered six and eight found in Exhibit C of the PUD Approval.

17. In the mid-1980s, all streets were paved and sidewalks and street lights were installed. In addition, the recreational hall, guard house, entrance wall, parking lots, pool and shuffle board courts were all constructed and installed.

18. In or around 1987-88, Affiant's Parents built a berm along Southeast 8th Avenue to the north end of the Property which required expenses including but not limited to those for machinery, labor and earth-moving.

19. While not part of the Property, Affiant's Parents also developed the "apartment site" pursuant to and authorized by the PUD Approval by constructing the Crystal Landing Condominiums which were completed around 1990. Affiant was the general contractor who oversaw construction of the development onsite from start to finish.

20. Over the next 10 years, approximately 120 mobile homes were permitted and built along with the following amenities and features: lake fountains, electric security gates at park entrance and rear exit, fencing, landscaping at entrance and recreational hall, landscape lighting and irrigation in all common areas.

21. In 1998, Joan Rollings Avenue was constructed on the southeast portion of the Property which allowed for the addition of approximately 35 more mobile home lots.

22. From approximately 1998 until 2005, 90 more mobile homes were permitted and built on the Property and additional work was done on the Property including various drainage projects.

23. On information and belief, from the date of the PUD Approval until Affiant's Father's death, Affiant's Father continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

24. Upon information and belief, from the date of the PUD Approval until the date the Property was transferred to Owner, Affiant's Parents continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

25. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until March, 2018, Affiant's Parents were never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

26. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until Affiant's Father's death, Affiant's Father was never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

27. Upon information and belief, from the date of the PUD Approval until the date the Property was transferred to Owner, the City granted numerous permits and authorizations for

Affiant's Parents to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

28. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "E" attached hereto and incorporated herein.

29. Upon information and belief, from the date of the PUD Approval until the date the Property was transferred to Owner, the City never denied a permit or authorization for Affiant's Parents to develop, use, maintain, or operate the Property on the basis that the PUD Approval had expired or was no longer valid.

30. Upon information and belief, Affiant's Parents have never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

31. Upon information and belief, Affiant's Parents never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

Subsequent Transfer to Owner

32. In 2005, Affiant's Mother became the sole owner of the Property after the death of Affiant's Father.

33. In 2006, Affiant's Mother transferred ownership of the Property to Crystal Blue Water, L.L.C., a Florida limited liability company ("Owner"), which is the current owner of the Property.

34. Affiant, Affiant's Mother, and Affiant's brother, Michael Whitehurst, are the sole members of Owner.

35. In 2007, four new Jacobson mobile homes were permitted and constructed along Joan Rollings Avenue.

36. During 2008 and 2015, many more capital improvement projects took place including but not limited to: sidewalk repair and replacement, pool resurfacing, pool equipment upgrades and new pool fencing, rebuilt retention areas, new RV parking area on north end, reconditioned shuffle board courts, reinstalled new hurricane doors at the recreational hall, new appliances, roofing and amenities installed at the recreational hall, and security camera systems installed at the recreational hall and both entrances of Property.

37. In addition, in 2012, all paved streets on the south end of the Property were given names by the Postal Service and street signs were installed. A diagram detailing the street names is attached hereto as Exhibit "F." Lake Evelyn Avenue and Hub Street are north/south streets which continue through to the north end of the Property and, as such, the northern parcel has approved north/south street names. A list of names for the east/west street names for the northern parcel has been submitted to the Postal Service.

38. Since 2015, additional projects have occurred at the Property which include but are not limited to: air conditioning replacements at the recreational hall, dock resurfacing, new drainage swale installation on southwest portion of Property and repaving of all streets.

39. During the term of its ownership, Owner has continuously developed, used, maintained, and operated the Property pursuant to the PUD Approval.

40. From the time Owner acquired the Property until March, 2018, Owner was never told that the PUD Approval could expire or had expired, or that the development authorized by the PUD Approval must be completed within a particular timeframe.

41. During the term of its ownership, the City granted numerous permits and authorizations for Owner to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

42. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "E" attached hereto and incorporated herein.

43. In addition to the permitted work listed in Exhibit "E", the Owner has performed construction and construction related activities on the property that have not required a permit, such as securing approval for street signage in compliance with Citrus County requirements for the Property, performing drainage system repairs and maintenance to prevent flooding to both the presently developed and undeveloped sections of the Property, improving the recreational facilities for a larger population usage, among other things. A diagram detailing the street names is attached hereto as Exhibit "F"

44. During the term of its ownership, the City has never denied a permit or authorization for Owner to develop, use, maintain, or operate the Property on the basis that the PUD Approval has expired or is no longer valid.

45. Since Affiant's Parents acquired the Property until today, Affiant estimates that Affiant's Parents and the current Owner have spent approximately \$12,500,000.00 on the development, use, maintenance, and operation of the Property.

46. Affiant has relied in good faith on the City's Codes and Ordinances in undertaking the aforementioned development in the City.

47. Affiant has relied in good faith and depended on the aforementioned acts and omissions of the City in allowing for the continuous development, use, maintenance, and operation of the Property in accordance with the PUD Approval and has made substantial changes in position and incurred the aforementioned extensive obligations and expenses to its detriment in reliance on those acts or omissions.

Subsequent to Contract with Buyer

48. Owner is currently under contract to sell the Property to Legacy PIII Crystal River Village LLC, a Delaware limited liability company ("Buyer").

49. On information and belief, upon acquisition of the Property, Buyer intends to continue the development, use, maintenance, and operation of the Property, in accordance with the PUD Approval.

50. Prior to acquiring the Property, Buyer requires Seller to provide confirmation that the Property, including, without limitation, the undeveloped portions thereof, may be developed, used, maintained, and operated in accordance with the PUD Approval, with no particular timeframe for completion of all development.

51. In connection with Buyer's due diligence for the Property, Affiant was made aware that, due to a provision in the City's current land development code (the "Expiration Provision"), the City would not affirm (i) that the PUD Approval is a valid, unexpired development entitlement, or (ii) that additional portions of the Property could continue to be developed in accordance with the PUD Approval.

52. On information and belief, the Expiration Provision was adopted by the City in 2005 and until that date there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

53. Buyer's agreement to purchase, use, develop, maintain, and operate the Property is dependent on (i) the PUD Approval being a valid, unexpired development entitlement that constitutes a vested right running with the land, and (ii) that the Property can continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval.

54. On information and belief, if (i) the PUD Approval is not a valid, unexpired development entitlement that constitutes a vested right running with the land, or (ii) the Property cannot continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval, Buyer will not purchase the Property, and the value and benefit of Owner's investment in the Property will be substantially diminished.

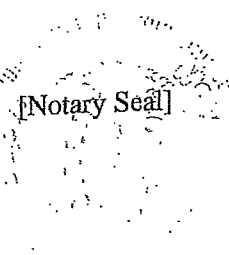
[signature page to follow]

IN WITNESS WHEREOF, Affiant has caused this Affidavit of Property Owner to be executed this 19 day of July, 2018.

Donald E. Whitehurst
Donald E. Whitehurst

STATE OF Maine)
) SS:
COUNTY OF Hancock)

The foregoing instrument was sworn to and subscribed before me this 19 day of July, 2018, by Donald E. Whitehurst. He is (check one) [] personally known to me or [x] has produced a driver's license as identification, and did take an oath.



[Notary Seal]

Mary Watkins
Notary Public

Mary Watkins
Notary Public
State of Maine
My Commission Expires Oct. 22, 2021

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Phase 1: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West 42.95 feet, for a Point of Beginning, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 550.67 feet, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence North $0^{\circ} 11' 11''$ West 440.0 feet, thence North $89^{\circ} 56' 04''$ East 1320.59 feet, to the North-South centerline of said Section, thence South $0^{\circ} 21' 21''$ East along said centerline 509.89 feet to a point, thence South $00^{\circ} 16' 36''$ East 1602.04 feet to the Northerly right-of-way line of Mayo Drive, thence North $89^{\circ} 49' 26''$ West along said right-of-way line 362.36 feet, to the Easterly line of The Crystal Landing (a Condominium) as recorded in Book 1, Pages 48 and 49, Public Records of Citrus County, Florida, thence North $0^{\circ} 23' 45''$ East 125.25 feet, to the Northerly line of said (Condominium), thence South $89^{\circ} 46' 42''$ West along said Northerly line 610.03 feet, to the Easterly line of Lot 14, Block B, Crystal River Village, Unit One, as recorded in Plat Book 12, Page 5, Citrus County, Florida, thence North $01^{\circ} 00' 25''$ West along said Easterly line 80.47 feet, thence North $00^{\circ} 10' 31''$ West along said Easterly line 123.65 feet to a point, thence North $89^{\circ} 46' 08''$ West 405.09 feet, to the 40 acre line, and the Point of Beginning, also the Northwest corner of said lot, all lying in Section 27, Township 18 South, Range 17 East, Citrus County, Florida.

Commercial Tract: Commencing at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 593.62 feet, for a Point of Beginning, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence South $0^{\circ} 03' 56''$ East 576.14 feet, thence along a curve to the right, whose chord bears South $24^{\circ} 01' 45''$ West 122.47 feet, arc of 126.16 feet, and radius of 150.0 feet, thence South $0^{\circ} 03' 56''$ East 101.99 feet to the Point of Beginning.

Undeveloped Tract: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, run thence North $0^{\circ} 03' 56''$ West, along the 40 acre line, 877.46 feet, thence North $89^{\circ} 57' 03''$ East 50.0 feet, thence North $0^{\circ} 03' 56''$ West parallel with the 40 acre line, 518.15 feet to the East-West centerline of said Section 27, Township 18 South, Range 17 East, thence North $0^{\circ} 11' 11''$ West parallel with the 40 acre line, 496.18 feet to the Point of Beginning, thence continue North $0^{\circ} 11' 11''$ West 1151.49 feet to the North line of South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence along the said North line, North $89^{\circ} 43' 09''$ East 1317.16 feet to the Northeast corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence South $0^{\circ} 21' 21''$ East 1156.45 feet, thence South $89^{\circ} 56' 04''$ West 1320.59 feet to the Point of Beginning.

EXHIBIT "B"
PUD PETITION

PETITION FOR PUD APPROVAL
FOR
CRYSTAL RIVER VILLAGE

SUBMITTED TO THE
CRYSTAL RIVER PLANNING AND ZONING COMMISSION

BY
DONALD R. WHITEHURST, OWNER
3135 U.S. 19 NORTH
CLEARWATER, FLORIDA 33516

APPROVED BY CITY COUNCIL 7 August 1984
DATE

Phillip W. [Signature]
COUNCIL PRESIDENT

ATTEST: William A. [Signature]
CITY MANAGER/CITY CLERK

DATE OF SUBMITTAL
APRIL 17, 1984

REVISED
JUNE 28, 1984

PREPARED BY
CENTRAL FLORIDA PLANNING AND DEVELOPMENT CORPORATION
ROUTE 2, BOX 185-A
DUNNELLON, FLORIDA 32630

COMPOSITE EXHIBIT "B" [Signature]

INTRODUCTION

This petition is for a PUD on a 100-acre tract of land lying east of U.S. 19 and north of Mayo Drive in Crystal River, Florida.

In format, this petition follows exactly the provisions of ARTICLE 12-1 of the Crystal River Zoning Ordinance. That article requires, and this petition provides, the presentation on the following information:

- (a) A general location map;
- (b) Existing topographic conditions including contour intervals based on field surveys or photogrammetric methods;
- (c) The existing and proposed land uses and the approximate location of all buildings and structures;
- (d) The approximate location of existing and proposed streets and major thoroughfares;
- (e) The approximate location of all existing and proposed utilities including a preliminary utility and drainage plan;
- (f) The present zoning pattern in the area;
- (g) A legal description of the subject property;
- (h) The location and use of existing and proposed public, semi-public, or community facilities, such as schools, parks, and open areas. This will include areas proposed to be dedicated or reserved for community or public use;
- (i) If a proposed development creates special problems, or involves unusual circumstances, additional information may be required.

In addition, ARTICLE 12-1 requires a written statement. The written statement submitted with the development plan requires, and this petition provides:

- (a) A statement of the present ownership of all land within the proposed development.
- (b) An explanation of the character of the proposed development, including a summary of acres, dwelling units, and gross density by type of land use. The statement shall in-

clude minimum standards for lot size, yard and space requirements.

- (c) A general statement of the proposed development schedule and progression of unit division or staging.
- (d) Agreements, provisions and covenants which govern the use, maintenance and protection of the development of common or open areas.

The written statement is provided as PART I of this petition. PART II constitutes items (a) through (h) mandated by ARTICLE 12.140 (B) (2). PART III consists of supplemental data and information provided by the applicant voluntarily, to provide the reviewing authorities and the general public with as much information about the project as is possible.

PART I
WRITTEN STATEMENT

Section I(a)
Ownership

The owner of the entire PUD property is Donald R. Whitehurst. Two parcels of land, Lots 13 and 14 of Crystal River Village, Unit 1, are currently under separate ownership (Perley), and although they are surrounded by the PUD, they are not a part of it. (See Section (b) which follows for additional clarification.)

Section I(b)
Character Of The Proposed Development

First as an overview, the underlying concepts behind the PUD need to be explained. Unit 1 was originally conceived, and partially developed, as a conventional single-family subdivision. Since that time, changing market conditions have necessitated that the owner revise his community plan. That has been accomplished, while simultaneously protecting and preserving that portion of Unit 1 which has already been sold and developed.

The original site plan has also been modified to more adequately preserve key vegetative features, wildlife habitat, and natural water retention and drainage areas. These design changes have been further enhanced through the addition of a soil and vegetation berm to serve as a buffer between Crystal River Village and other contiguous residential areas. Finally, the site plan has been modified to create a gated community, with a gate attendant, mechanical gate, or both, to assure the privacy and security of the new residents of Crystal River Village, a PUD.

Acreage
97 acres, more or less.

<u>Dwelling Units - Preliminary</u>	<u>Final Plan</u>
580 more or less, manufactured housing	579 manufactured
<u>20</u> more or less, conventional	<u>21</u> conventional
600 more or less, total	600 total

Gross Density
6.00 dwelling units per acre

Minimum Standards

Lot Width	45' minimum, 80' maximum
Lot Depth	80' minimum, 100' maximum
Front Yard)	Flexible to match topography and vegetation, as well as irregular lot shapes.
Rear Yard)	
Side Yard)	

Space standards are not applicable to this community, as all land will remain under a single ownership. However, it should be noted that the community site plan (see attached Exhibit 1) provides an abundance of natural areas, buffer areas, and a community center and lake where at present only a borrow pit exists. Including the buffer areas, the recreation and open space areas total 21 acres, more or less; or, 21% of the total land area.

Section I(c)
Development Schedule

The development schedule is an estimate only, and will vary according to market conditions and the national economy; therefore, it shall not be binding upon the applicant and a change in the schedule shall not constitute a substantial change in the approved plan.

1st month	Begin 1st phase of 140 spaces (to include total development of lake, recreation center and nature preserve)
12th month	Begin 2nd phase of 150 spaces
15th month	Complete sell out of 1st phase
27th month	Begin 3rd phase of 140 spaces
30th month	Complete sell out of 2nd phase
42nd month	Begin 4th phase of 150 spaces
45th month	Complete sell out of 3rd phase
55th month	Complete sell out of entire park

This schedule shows that Crystal River Village will be sold out in approximately 4.5 years. The schedule is using an average market absorbcency of 10 units per month.

Section I(d)
Agreements Governing Use, Maintenance
And Protection of Recreational Areas

Each rentor will receive assurances as a part of the lease agreement that they will have access to improved recreational areas, and, that all recreational areas will be provided and maintained by the owner.

PART II
GENERAL INFORMATION

Section II(a)
General Location Map

Two maps have been prepared to provide the reader with the general location of the proposed community. Map II (a) (1) gives the general location relative to major highways and communities in western Citrus County. Map II (a) (2) shows that the property lies east of U.S. 19 at its intersection with CR 44-A; north of Mayo Drive, and east of the Paradise Gardens subdivision.

Section II(b)
Topographic Conditions

Because of its size, a contour map has been attached to the application as Exhibit 2. This map provides 1-foot contour intervals, and, it shows that elevations range from a low of 3.6 feet in the existing borrow pit to a high of 16.6 feet directly to the east of Paradise Gardens. (See Section III(a) for drainage calculations).

Note: Records in the office of John Henning indicate that this property has a 100-year flood elevation of 8 feet. All lots shown on the site plan (Exhibit 1) will be improved to assure that the first floor of each dwelling unit will be elevated at or above the 100-year flood elevation.

Section II(c)
Land Use

Existing land uses are shown on Map II(c) (1) which follows. This map shows both on-site and off-site, contiguous land uses. Future land uses are shown on the site plan, Exhibit 1.

On-Site

Only two lots, numbers 13 and 14, are developed at this time. The land uses are residential, conventional single-family. The roads shown in solid lines are paved at present. No other improvements are found on-site.

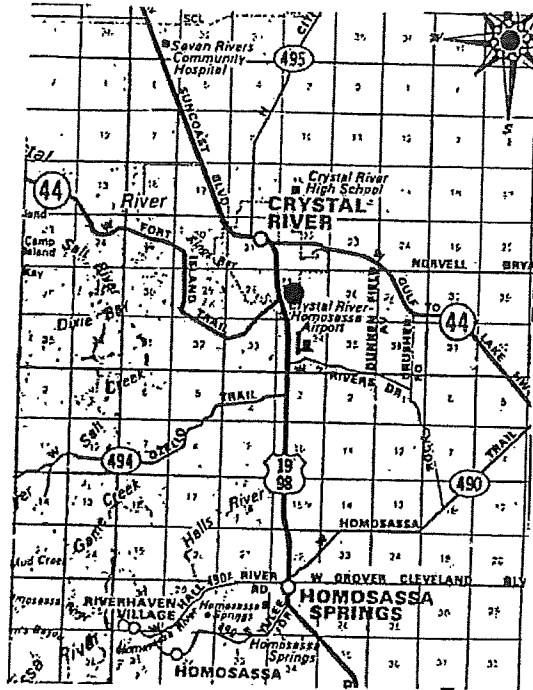
Off-Site

Contiguous properties to the north are vacant at present. The area shown to the north as "H" is the Cypress

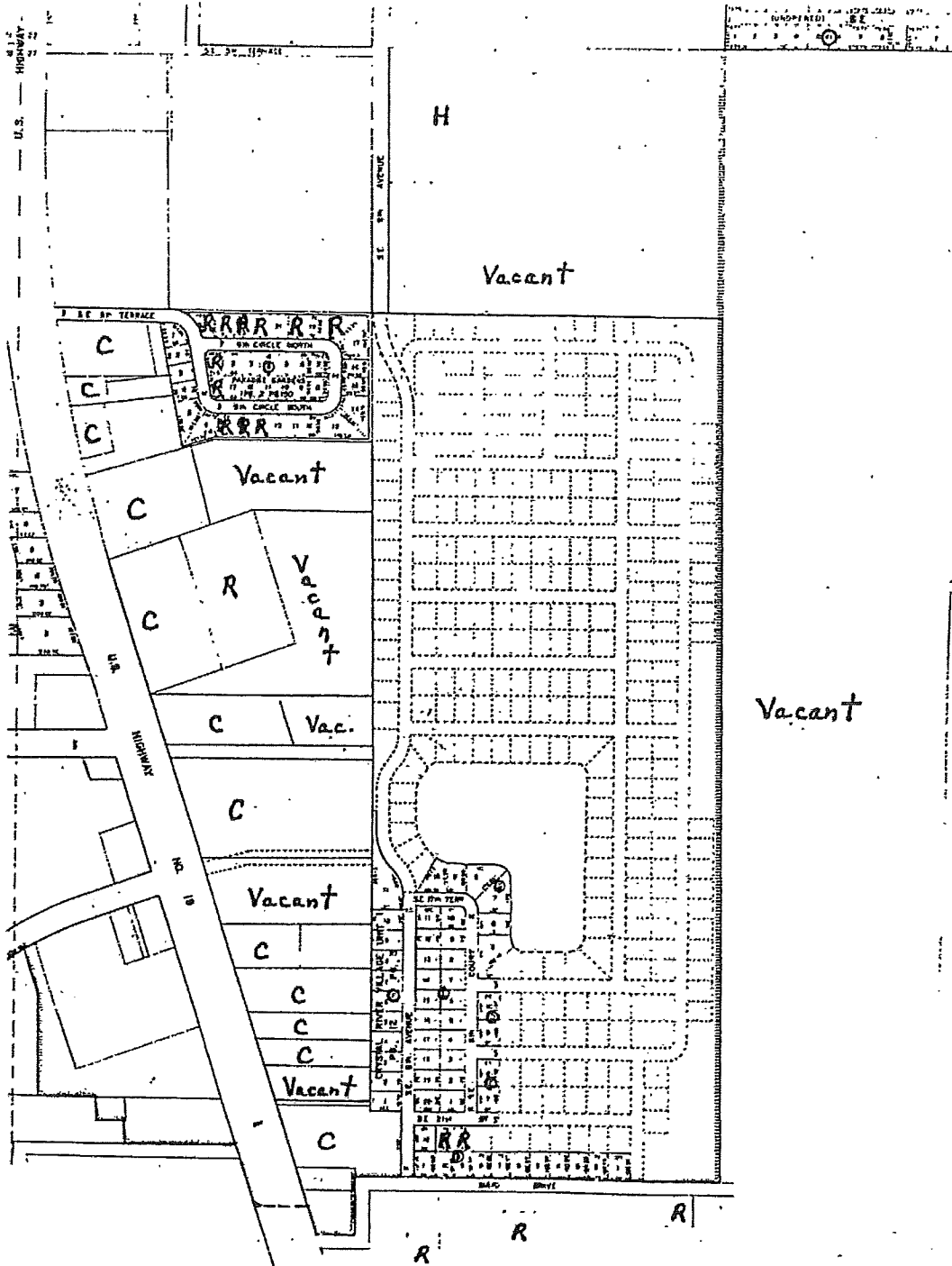
Cove Care Center, Inc. S.E. 8th Avenue is paved to the northern boundary of the P.U.D.

Beginning in the northwest corner, Paradise Gardens abuts this P.U.D. An illegal, unimproved road is utilized by trespassers to gain access to the P.U.D. property by driving through Paradise Gardens.

MAP 11(a)(1)
GENERAL LOCATION,
CRYSTAL RIVER VILLAGE



MAP 11(c)(1)
 LAND USES
 IN AND AROUND CRYSTAL
 RIVER VILLAGE



With the exception of the Bunts residence, all other properties on the west side are either commercial or vacant.

On the south side, Mayo Drive provides access to scattered residential, conventional single-family land uses. These all lie in unincorporated Citrus County.

On the east side, also in unincorporated Citrus County, the contiguous land use is vacant.

Section II(d) Streets

At present, access is via Mayo Drive on the south side, and S. E. 8th Avenue on the north side. No east-west access exists at present, although such access was proposed as a part of the comprehensive plan after the proposed P.U.D. property was annexed. The existing street system (and the system previously proposed) is shown on Map II(c)(1) as previously referenced.

Major changes in street access are proposed as a part of this application. First, S.R. 44-A is proposed for extension across U.S. 19 to connect to S.E. 8th Avenue. Second, both to protect the internal security of this proposed community, and to provide buffering between the developed lots in Unit 1 (Perley) and the P.U.D., access from Mayo Drive north along S. E. 8th Avenue will terminate at S.E. 21st Street. This will become a cul-de-sac, for use only by adjacent occupants of conventional single-family dwellings in the existing residential area.

The future street system is shown as part of Exhibit 1. It is anticipated that this new means of access has the potential for removing substantial volumes of local traffic from U.S. 19, thereby relieving congested conditions on that arterial.

The third revision proposed in access is that Crystal River Village will be a gated community, for security purposes. Other than an emergency entrance, all traffic will enter and exit through a single entrance with a landscaped median.

Section II(e) Utilities

Water lines, fire hydrants, and sewer lines have already been installed in former Crystal River Village, Unit

1. These lines will be retained. City water and sewer lines, both 6" in size, are located on U.S. 19 as far south as Jim Eyster Realty (sewer) and Mayo Drive (water) based upon a preliminary conference with the City Public Works Director.

The future locations of water and sewer lines are shown on Exhibit 1, the site plan, along with fire hydrant locations. All utilities, including electricity and cable T.V., will be installed below ground. From an aesthetic viewpoint, this is especially important to adjacent landowners, as there will not be a forest of antennas sticking up above the protective berm.

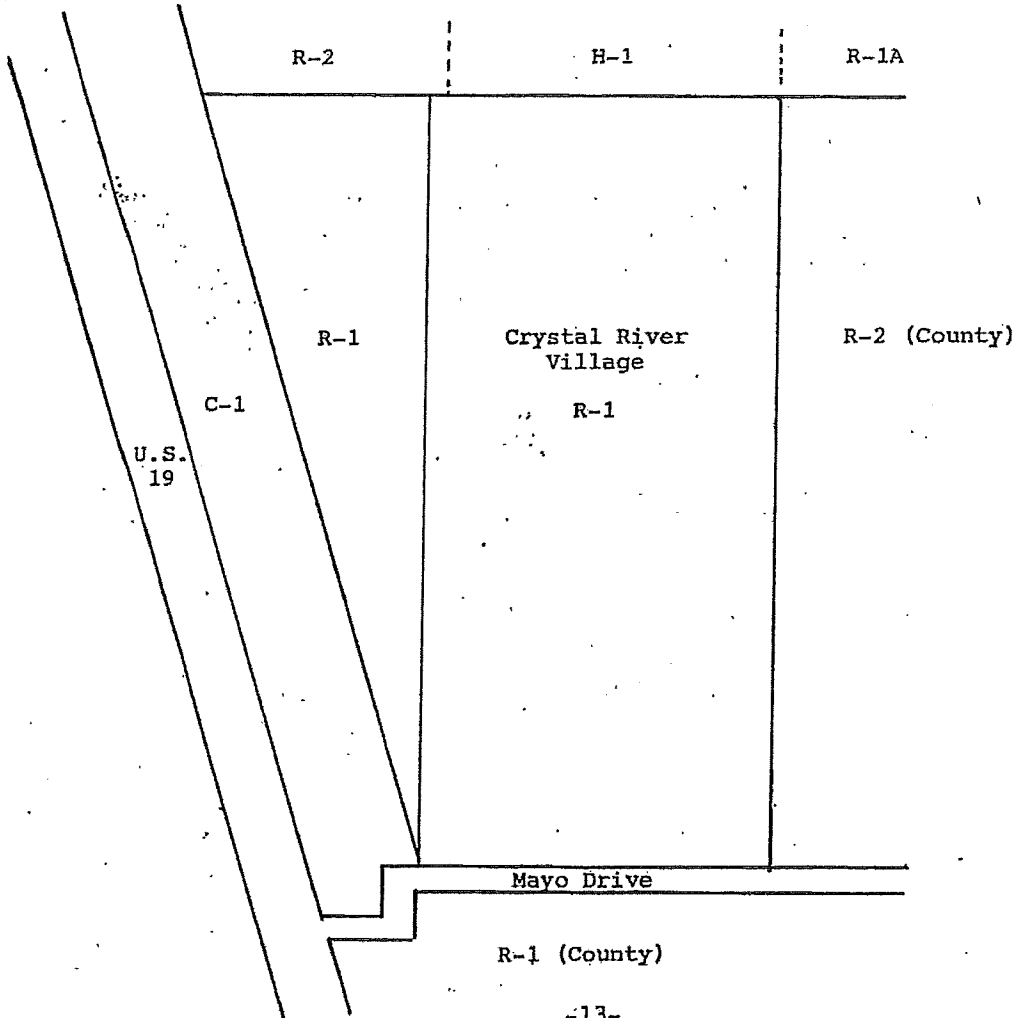
A generally accepted planning standard for water use is 120 gallons per day per person. Assuming an average household size of 1.65, Crystal River Village at buildout will utilize approximately 120,000 gallons of treated water per day. Sewage volumes will be less, at about 100 gallons per day per person; therefore, Crystal River Village at buildout will generate approximately 100,000 gallons of sewage per day.

Note that all water and sewer lines will be installed by the applicant, who will retain ownership and provide all maintenance.

Section II(f)
Zoning Patterns

The illustration below shows the contiguous zoning. To the east and south, the property is subject to zoning by unincorporated Citrus County, which has adopted R-2 (mobile homes allowed) on the east side, and R-1 (mobile homes prohibited) on the south side.

The City of Crystal River has adopted H-1 zoning on the north of this property, for Geriatric use. City zoning on the west side of the property is R-1 from Paradise Gardens to Mayo Drive.



Allied
Engineering &
Surveying, Inc.

LEGAL DESCRIPTIONS

PARCEL NO. 1 :

ALL OF THE LOTS OF CRYSTAL RIVER VILLAGE UNIT 1, EXCLUDING LOTS 13 AND 14, BLOCK B OF UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

PARCEL NO. 2 :

BEING A PART OF THE NW. $\frac{1}{4}$ & THE SW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, CRYSTAL RIVER, CITRUS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS :

FROM THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SAID SECTION 27, TOWNSHIP 18 S, RANGE 17 E, RUN THENCE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 1087.08 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 241.10 FT. TO THE SW. CORNER OF THE SE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SAID SECTION 27; THENCE N $0^{\circ}11'11''$ W, ALONG THE 40 ACRE LINE, 1647.37 FT.; THENCE N $89^{\circ}43'09''$ E, 1368.64 FT. TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 27; THENCE S $0^{\circ}16'17''$ E, ALONG SAID NORTH-SOUTH CENTER LINE, 3271.09 FT. TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE N $89^{\circ}43'11''$ W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 361.94 FT. TO THE SE. CORNER OF LOT 1, BLOCK "B", OF CRYSTAL RIVER VILLAGE UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINES OF SAID CRYSTAL RIVER VILLAGE UNIT 1 FOR THE NEXT SEVENTEEN (17) CALLS; 1) N $0^{\circ}03'56''$ W, 105.25 FT.; 2) S $89^{\circ}56'04''$ W, 610.0 FT.; 3) N $0^{\circ}03'56''$ W, 100.0 FT.; 4) N $89^{\circ}56'04''$ E, 100.0 FT.; 5) N $0^{\circ}03'56''$ W, 550.0 FT.; 6) S $89^{\circ}56'04''$ W, 85.0 FT.; 7) N $51^{\circ}00'25''$ E, 192.16 FT.; 8) N $44^{\circ}38'43''$ E, 174.85 FT.; 9) N $0^{\circ}03'56''$ W, 375.0 FT. 10) S $89^{\circ}56'04''$ W, 375.0 FT.; 11) S $21^{\circ}20'08''$ W, 180.47 FT.; 12) S $32^{\circ}10'18''$ W, 156.02 FT.; 13) S $89^{\circ}56'04''$ W, 50.54 FT.; 14) A CURVE TO THE LEFT, WHOSE CHORD BEARS, N $27^{\circ}47'40''$ W, 92.02 FT., ARC OF 93.56 FT. AND RADIUS OF 148.57 FT.; 15) A CURVE TO THE RIGHT, WHOSE CHORD BEARS, N $22^{\circ}57'03''$ W, 154.44 FT., ARC OF 158.63 FT. AND RADIUS OF 198.57 FT.; 16) N $0^{\circ}03'56''$ W, 76.25 FT.; 17) S $89^{\circ}56'04''$ W, 15.0 FT. TO THE POINT OF BEGINNING.

LESS THE WEST 60.0 FT. OF THE NORTH 1888.58 FT. FOR ROAD RIGHT-OF-WAY.

Section II(h)
Public Facilities

There are no public or semi-public facilities either existing or proposed. A private community center, including a building and adjacent recreation and open space facilities, will be reserved for residents of Crystal River Village and their guests.

PART III
SUPPLEMENTAL DATA

This part has been provided voluntarily by the applicant, to expedite the review process. The issues addressed are those normally associated with much larger developments, and although not required by the Crystal River Zoning Ordinance, the applicant wishes to answer all questions which might arise.

Section III(a)
Drainage

The preliminary drainage notes are attached to the plans.

Section III(b)
Taxes and the Economy

1. If the community has 600 units, and each owner purchases a 12-month tag, and about 1/2 the units are single-wides and 1/2 are double-wides, the average tag revenues returned to the City of Crystal River will be \$59.50 per unit each year, or, \$35,700. If all of the units are double-wides, the municipal revenue will be \$79.75 per unit per year, or \$47,850. An equal amount goes to the school board.
2. Each occupant will pay a tangible tax on improvements, such as carports, awning, patio roofs, screened porches, utility rooms, etc. If each dwelling unit has tangible real property valued at \$10,000, and the municipal tax rate is .0037 (3.7 mils), the revenue to the city from each unit will be about \$36 annually, or \$21,600 for the entire community.
3. Each time a unit is sold, about 10% of the state 5% sales tax is returned to the county. Of the money returned to the county, Crystal River will receive about 5%. Therefore, if the average value of the sale is \$25,000, and the average turnover is 6 years, the average tax return to the City of Crystal River will be $25,000 \times .05 \times .10 \times .05 \times 6 \times 600$; or \$600 per year for the entire community.

4. All land and improvements thereto will be owned by the developer; therefore, 100% taxable. These improvements will include paved streets, paved sidewalks, a community center, recreation facilities, street lights, water and sewer lines, etc. The total value of these improvements is currently estimated to increase the property value from \$1,500 per acre (1983) and \$404 in city tax revenues (1983) to \$84,000 per acre (1984) and \$31,080 (1984) in annual municipal tax revenues.

In summary, whereas the proposed community is currently generating only \$404 in annual city tax revenues, it is expected at full development to generate at least the following for the city:

\$47,850 in tag sales taxes
21,600 in tangible taxes
600 in sales tax
31,080 in real property taxes

\$101,130 TOTAL ANNUAL MUNICIPAL TAX REVENUES

The 600 households in this community will also have a significant impact on the economy of Crystal River. Unlike some planned developments, this community will contain no commercial lots; therefore, existing businesses in the area will receive a substantial new market. Since the primary residents will be retirees, there will be a substantial infusion of transfer payments into the local economy.

There will be indirect benefits through the form of ownership. All roads, water and sewer lines, and other improvements will be owned and maintained by the applicant, therefore, the City of Crystal River will realize the tax benefits without having to spend money on maintenance. Being a gated community, and having an internal security system, the need for additional police protection will be substantially less than in a conventional development. The only service needs which will potentially require additional municipal input will be fire, ambulance and library services.

Section III(c)
Natural Areas

A major purpose for applying for a PUD in this area is to preserve natural areas through flexible design and dimensional requirements. The proposed community will, as a PUD, substantially increase the amount of open space and natural areas over what was previously proposed through conventional zoning. The minor amount of filling to be done will be to raise uplands to the requisite flood elevation, (8 feet) and, to construct access roads.

Access roads which were proposed to cross the natural prairie have been eliminated. Additionally, natural cypress stands have been retained.

Section III(d)
Trip Generation

It is estimated that this community will generate 1,800 external trips by automobile on a daily basis. This was computed as follows:

1. Average of retiree-type communities similar to Crystal River Village = 3.0 trips per day. (Source: Florida DOT Trip Generation Reports.)
2. 3 trips x 600 units = 1,800 trips per day.

The current traffic volumes on U.S. 19 are 26,000 vehicles per day, up from 21,000 in 1982 and 20,000 in 1980.

As the Crystal River Village community develops over the next five years, it is expected that 1/2 of the trips will be to U.S. 19. Projecting traffic volumes on U.S. 19 to reach 31,000 by 1989 without this community, it is apparent that U.S. 19 will have to be improved to increase its capacity.

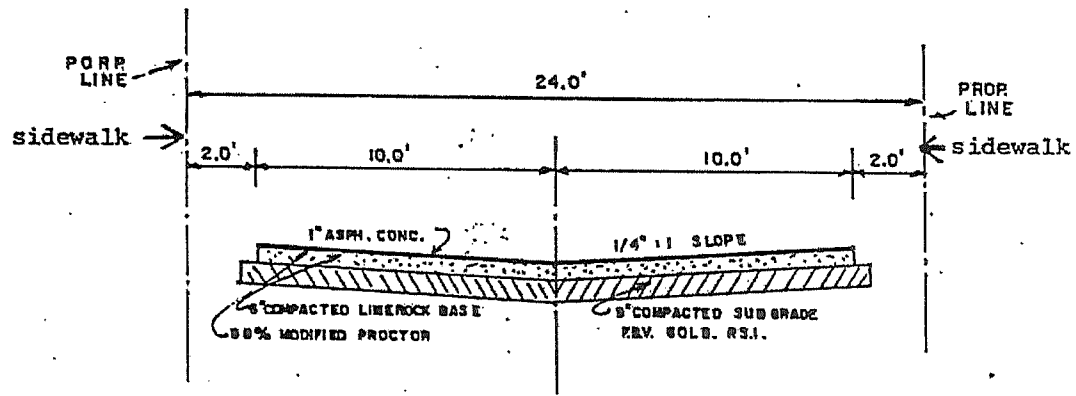
The Crystal River Village community will, at buildout, contribute about 900 vehicle trips per day to traffic on U.S. 19. This equals about 4% of the projected 1985 traffic, and about 3% of the 1989 traffic ... neither of these figures are considered to be significant.

Section III(e)
Soils

On-site investigation indicates that the predominant soils are droughty, well-drained sands. A caving hazard exists for cut-banks, as in trenching for sewer and water lines; otherwise, there are no limitations to development. All dwelling units will be connected to the municipal sewer system; therefore, seasonally high water tables will not pose a problem.

Section III(f)
Street Design

All streets will be paved 20' wide with a 2' sidewalk on each side and constructed of 1" asphaltic concrete on a 6" compacted limerock base on top of a 9" compacted subgrade. A typical street section follows.



STREET SECTION

Section III(g)
Guarantees

A common means of guaranteeing that a PUD will be constructed and used as approved is for the political jurisdiction to require the applicant to deposit a surety bond. The applicant in this case is prepared to meet such a condition or any other reasonable condition to guarantee to the elected officials that the project will be built as conditionally approved.

Section III(h)
Relationship To The Comprehensive Plan

The following policies from the Crystal River Comprehensive Plan formed a foundation for this PUD petition.

<u>Page</u>	<u>Plan Policy</u>
3-26	The city will encourage the dedication and/or use of undeveloped areas as parks, preserves and open space.
3-28	It will be a city policy to provide, through appropriate ordinances and regulations, for the continued existence of optimum populations of all species of wildlife.
4-18	A local zoning ordinance will be proposed...assuring that the opportunity exists for construction of a range of housing (costs and types); and, to assure that the character and integrity of existing neighborhoods are preserved.
4-19	The city land use plan for the "verge" areas will provide for the continuation and expansion of mobile home uses.
4-19	Planned neighborhoods, providing for innovative mixes of housing types and land uses, ... will be encouraged.
5-13	The Crystal River Zoning Ordinance will be reviewed and updated as necessary to minimize the increases in storm water runoff and flooding. (This has not occurred, but our development, if allowed as a PUD, could retain the unique natural features of the property and minimize runoff off-site.)

- 8-12 For those portions of the "verge" area which are designated for residential development ... low gross densities where vital areas are retained as open space and the dwelling units are concentrated....
- 8-26 Existing land uses will expand in a manner which continues the predominant character or type of desired land use. The "like with like" concept will be the prevailing policy, particularly with regard to residential land uses.

Section III(i)
Air Quality

This community will be 100% residential, with substantial amounts of open space; therefore, air quality will be unaffected. During construction, any burning which is necessary will be done with the approval of the Florida Division of Forestry, to maintain air quality in adjacent areas.

JULY 1984 AMENDMENT
TO THE
PETITION FOR PUD APPROVAL
FOR
CRYSTAL RIVER VILLAGE

SUBMITTED TO THE
CRYSTAL RIVER CITY MANAGER
FOR THE
CRYSTAL RIVER CITY COUNCIL

BY
DONALD R. WHITEHURST, OWNER
3135 U.S. 19 NORTH
CLEARWATER, FLORIDA 33516

prepared by
Central Florida Planning and Development Corporation
Route 2, Box 185-A
Dunnellon, Florida 32630

ADDITIONAL

CRYSTAL RIVER VILLAGE STIPULATIONS

SUMMARY

1. Berms. 4 to 15 feet high. Evergreen trees, shrubs, grass and irrigation to be provided by applicant.
 2. Emergency Access. 2 additional gated exits for emergency use only at the north and south ends.
 3. Dead-end Streets. A paved 60' circle or 'T' at each.
 4. Spacing Between Units. Minimum 10'.
 5. Residency Requirement. Restricted to adults, no children.
 6. Recreational Amenities. A 5,000 square foot minimum clubhouse, swimming pool and shuffleboard courts.
 7. Parking. A minimum of two paved spaces per dwelling unit.
 8. Density. 600 units or less.
-

The following information is provided as a supplement to clarify various issues or concerns raised by the Crystal River City Council in regard to Crystal River Village. The applicant desires that this amendment be considered as an amendment to the petition submitted on April 17, 1984 and revised on June 28, 1984. The applicant hereby requests that the information which follows be used, where appropriate, in developing the stipulations and conditions which are to be met as a part of the City Council approval of the Crystal River Village Planned Unit Development.

1. Berms

A. Locations. To be provided along the entire west side and along the entire south side. May be provided, at the option of the applicant, at selected locations on the east and north boundaries without the need to petition Council for an amended site plan.

B. Standards For Construction. (See Exhibits 1 and 2)

- (1) Minimum of 4' high, 15' wide.
- (2) Height may vary to provide an undulating appearance for aesthetic purposes.
- (3) Vegetation shall include evergreen trees on top, at a minimum spacing of 6' between trees. A solid wood or masonry fence, with a minimum height of 2', may substitute for the trees. Evergreen shrubs or trees are proposed for the side slopes. Mulch with grass seed, or sod, will stabilize all portions of the berms.
- (4) Irrigation will be provided for all berms.

C. Maintenance. Applicant will replace any trees or shrubs which die during the first five years, and will mow, trim, fertilize and otherwise maintain the vegetation, grass and all other improvements.

2. Emergency Access

Two emergency access points will be constructed at the northwest corner and either at the south side connecting to Mayo Drive or on the west-central side connecting to the new C.R. 44 extension. Each entrance will be blocked with either a break-away decorative fence or a swinging gate, with the design specifications prepared by a licensed engineer.

3. Dead-end Streets

Each cul-de-sac in the community will be provided with either a 60' diameter paved turnaround or a 60' hammerhead 'T', also paved.

4. Fire Hydrants (See Exhibit 3, Part 10.3)

The applicant has located fire hydrants to meet minimum standards for mobile home parks. Additional locations as deemed necessary by City Council and the Crystal River Fire Chief will, within reason, be considered negotiable by the applicant.

5. Spacing Between Homes (See Exhibit 3, Part 3.3.2)

No two mobile homes will be closer than 10 feet from each other, as per the above-referenced standards. Where double-wides are centered on 50' lots, the typical spacing between units without accessory buildings will be 26 feet. Where the separation between two units is the minimum as described above, the opposite side yards will be substantially increased ... in accord with Article 12-1.10 (d) of the Crystal River Zoning Ordinance which states: "Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of this zoning code."

6. Tax Revenues (See Exhibit 4)

An amended tax computation documents the methodology utilized in arriving at the municipal tax revenue estimates contained in the original petition.

Existing conventional homes contiguous to the proposed community generate an average of \$100 in annual city tax revenues. Conventional homes valued at \$45,000 on owner-occupied lots might generate \$126 in annual city tax revenues per unit per year.

The applicant's planning consultants estimate that the average per unit city tax revenue from the planned community will be \$166. The school board will realize a windfall of \$39 to \$79 per unit each year ... between \$22,581 and \$45,741 depending upon whether the units are single-wide or double-wide.

Very substantial county taxes will be paid on this property, including roads, utilities, all rental lots and common areas, and extensive recreational facilities around the lake. The applicant will own all of this, and, he will pay taxes on all of it. We have not placed a dollar value on this, as we consider the primary issue to be municipal impacts.

7. Restricted Community

This will be an adult community. The only children will be visitors; i.e. with grandparents.

Our attorneys have thoroughly reviewed the Florida and Federal statutes, and there are no laws which preclude the applicant's capability to restrict residency to couples with-

out children. Allowing children in the community would detract from sales to the main market ... retirees.

8. Transients

This is a quality community which will have permanent residents living in permanently placed units with attached accessory buildings, screened porches, carports, skirting, expensive and well-maintained landscaping, paved sidewalks on both sides of every street and a paved driveway capable of holding at least two cars on every lot. Underground utilities and extensive recreational amenities add to the quality of the community. Transients cannot afford to reside in such a community, they will not be welcome or solicited by the applicant, and, they certainly would not be tolerated by those permanent residents who will have a substantial investment in, and a commitment to, their community.

9. Pavement Widths

The 20' pavement width exceeds that found on virtually all existing streets in Crystal River, and it meets or exceeds minimum standards generally accepted for subdivisions and adopted by the City of Crystal River.

10. Fire Hazard (See Exhibit 5)

The strict fire safety requirement for manufactured housing has reduced the fire rate below that for conventional housing; therefore, the probability that a fire will even start in this community will be lower than if it were built entirely with conventional homes.

11. Utility Placement

As the owner of virtually all land within the PUD, the applicant has the capability of placing utilities wherever it is most convenient, without the need for rights-of-way or easements. Within existing Unit 1, the utilities are already in place.

12. Recreational Specifications

The applicant certifies that the recreation facilities will include, at a minimum:

Clubhouse, including a total area of 5,000 square feet; kitchen, card room, billiards, laundry, dining and meeting rooms, bathrooms, miscellaneous equipment and a full schedule of activities. A swimming pool and shuffleboard outside.

13. Owners Land Value (See Exhibit 6)

A recent appraisal of Serendipity shows a per lot value of \$15,500 per space. We have used \$14,084 in Crystal River.

14. Impact Fees

The applicant is providing a cash payment of \$32,000 to assist with the paving of C.R. 44. This equals \$53 per space. An estimated 1,800 feet of 60-foot wide right-of-way, totaling 2.48 acres are being donated to the City of Crystal River. The applicant is providing a community which will be self-contained in terms of road maintenance, utility maintenance, most security, the provision of recreational opportunities, etc. For these reasons, the costs to the municipality will be exceeded by the tax revenues generated, and any comparison with other cities or conventional development is inappropriate.

Stuart, Florida, for example, charges an impact fee to cover the additional costs anticipated for new developments. The problem with comparing Crystal River and Stuart, however, is that the water and sewer hookup fee is very high (\$2000 per unit) whereas the Stuart rate is only \$1045 per unit. In other words, the two cities are not comparable when using one set of figures without examining all sources of municipal fees.

15. DRI

The Development of Regional Impact threshold in Citrus County is 750 units. This community is not a DRI because it contains only 600 units.

There are no regional impacts of a negative nature which can be attributed to this community. There will be no impact on Kings Bay and Crystal River. Traffic volumes on U.S. 19 will actually be reduced when C.R. 44 is built as an alternate route for local traffic. During 4 public hearings, not one example of an adverse regional impact was raised by any member of the audience, Planning Commission, or City Council.

16. Parking

As noted in section 8, each space will have a paved driveway capable of parking at least two vehicles.

17. Incompatibility

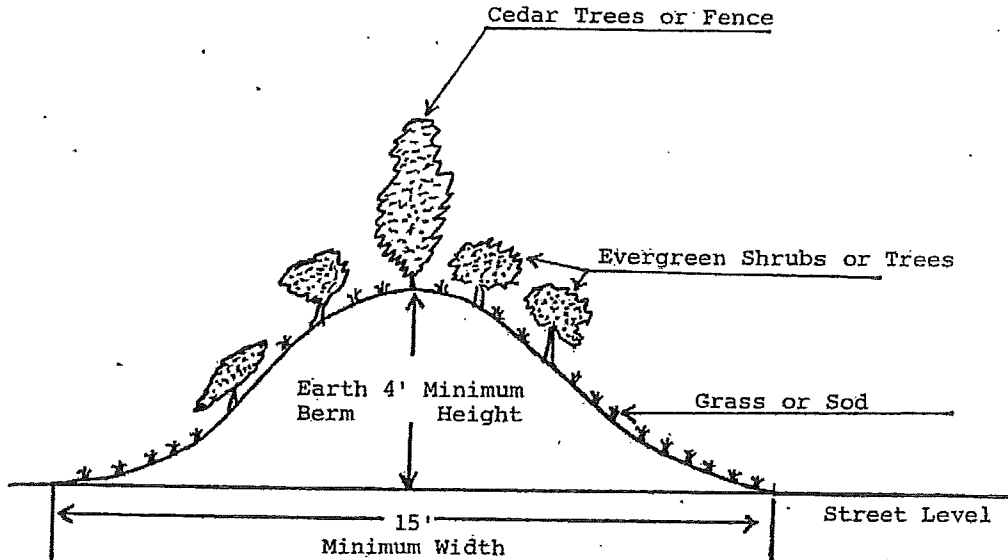
As stated in the Crystal River PUD Ordinance, and intent of a PUD is to: "Provide an environment of stable character compatible with surrounding residential areas." This community has been designed to satisfy this intent, and not one single person has stated that it will be incompatible with adjacent land uses.

18. Density

A conventional mobile home park requires a minimum of 6,000 square feet per unit, or about 7 units per acre (7.26). This planned unit development is well below the level that could be approved under conventional zoning for mobile home use, at 6 units per acre.

EXHIBIT 1

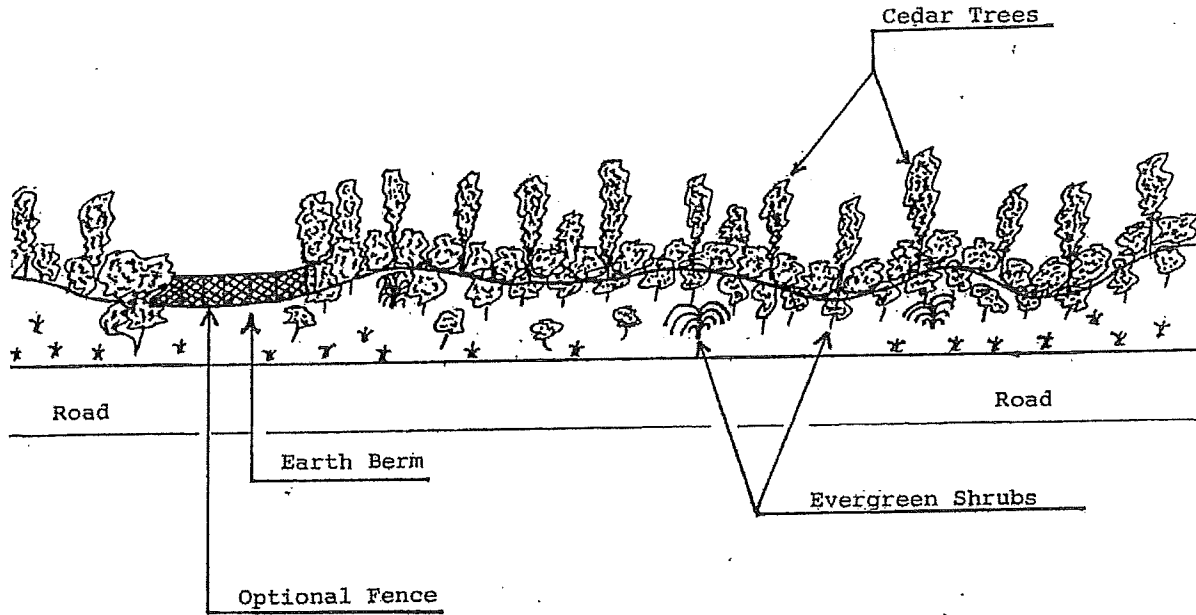
TYPICAL BERM CROSS-SECTION



Standards

1. Vegetation. Cedar trees to be planted 6' apart in middle of berm, with no minimum height when planted. A solid masonry or wood fence (2' minimum) may be substituted for trees. Evergreen shrubs or trees to be planted on side slopes, at a minimum spacing of 6'. All side slopes are to be seeded with mulch or sodded.
2. Irrigation. An underground sprinkler system shall be installed to provide periodic watering.
3. Maintenance. During the first 5 years; any trees or shrubs which die will be replaced. Applicant will mow, trim, fertilize and otherwise maintain the vegetation and grass.

EXHIBIT 2
TYPICAL BERM SIDE VIEW



Standards

1. Berm height 4' above road elevation (minimum), variable above that
2. Fence height 2' above berm top (minimum), may be higher.
3. Cedar trees every 6' (minimum) along top of berm, except where there is an optional fence.
4. Evergreen shrubs every 6' (minimum), between cedar trees and on side slopes.
5. All side slopes to be seeded with mulch, or, sodded.

501A-2

INSTALLATION OF MOBILE HOMES

TAKEN FROM:
NATIONAL
FIRE
PROTECTION
ASSOCIATION

Committee on
Mobile Homes and Recreational Vehicles
Listing as of Date of Balloting (March 1977)

Correlating Committee

Lloyd W. Garner, *Chairman*
Cobb County Fire Department, P.O. Box 640, Marietta, GA 30061

George H. Tryon, *Administrative Secretary*
National Fire Protection Association, 470 Atlantic Ave., Boston, MA 02210

Delevan J. Arnold, Vesely Company

Russell R. Bahr, State of California, Department of Housing and Community Development (Chairman, Sectional Committee on Mobile Homes)

Artie O. Barker, Idaho State Electrical Board

C. E. Biome, American Association of Retired Persons

Willard E. Bryant, Maryland Dept. of Economic & Community Development (National Conference of States on Building Codes and Standards)

Walter N. Durke, Veterans Administration
H. William Ewig, Ulica Mutual Insurance Company (Chairman, Sectional Committee on Recreational Vehicle Parks and Campgrounds)

Donald R. Fairman, U.S. Dept. of Housing & Urban Development, Federal Housing Administration (Chairman, Sectional Committee on Mobile Home Installations)

James G. Gross, Office of Building Standards and Codes Services, National Bureau of Standards, U. S. Department of Commerce

Jordan Heiman, American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.

Nonvoting

Walter H. Johnson, National LP-Gas Association (Chairman, Sectional Committee on Recreational Vehicles)

Norman Lattar, International Assn. of Plumbing & Mechanical Officials

W. J. Smith, Underwriters Laboratories, Inc.

C. Pete Van Zandt, Familien Sierra Club

Phillip R. Wasroy, Kampergrounds of America

Vincent J. Wazsak, Fleetwood Enterprises

Nonvoting Members

Francis E. Greenleaf, Western Manufactured Housing Institute (Secretary, Sectional Committee on Mobile Home Installations)

Henry Orson, Manufactured Housing Institute (Secretary, Sectional Committee on Mobile Homes)

Phillip N. Shrake, Recreation Vehicle Industry Association (Secretary, Sectional Committee on Recreational Vehicles and Sectional Committee on Recreational Vehicle Parks and Campgrounds)

COMMITTEE PERSONNEL

EXHIBIT 3
501A-3

Sectional Committee on Mobile Home Installations

Donald R. Fairman, *Chairman*
U.S. Department of Housing & Urban Development,
Federal Housing Administration, Washington, DC 20410

Francis E. Greenleaf, *Secretary*
Western Manufactured Housing Institute,
3855 East LaPalma Ave., Anaheim, CA 92808

Ted Daltzer, Texas Mobile Home Association
A. O. Barker, Idaho State Electrical Board
Sup. National Electrical Code Committee,
International Association of Electrical Inspectors

Richard H. Best, Fire Marshals Association of North America

Herbert W. Behrend, American Society of Civil Engineers

Pat Bentz, National Association of Home Builders

Norman Busch, Western Mobilehome Association

Tom Collins, Manufactured Housing Institute

Jane Kathryn Conrad, American Mobile Home Association/Mobile Home Life

Tom S. Gable, National Sanitation Foundation

Lloyd W. Garner, Fire Marshals Association of North America

Hans R. Grigo, National Safety Council

James G. Gross, National Bureau of Standards, U.S. Dept. of Commerce

S. R. Hartman, Mobile Home & Recreational Vehicle Division, State of Utah

Jordan Heiman, American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.

D. E. Hughes, American Gas Association

Walter H. Johnson, National LP-Gas Association

Charles W. Lane, Communities International

Norman J. Lattar, International Association of Plumbing & Mechanical Officials

James E. Lewis, American Society of Sanitary Engineers

E. J. Orth, Jr., Electric Light & Power Group

Dr. Mary S. Pickett, Illuminating Engineering Society

Kenneth D. Rhodon, Gold Seal, Division of IETL, Inc.

Paul L. Solomon, Department of Housing and Community Development, State of California

Ted L. Strasser, Nebraska Mobile Housing Institute, Inc.

Victor Suben, American Society of Mechanical Engineers

J. Herbert Wittre, American Assn. of Retired Persons

Alternates

S. L. Blachman, American Gas Association (Alternate to D. E. Hughes)

Robert J. Collins, National Sanitation Foundation (Alternate to Tom S. Gable)

James H. Fielert, National Bureau of Standards (Alternate to James G. Gross)

John Fleming, National Safety Council (Alternate to Hans R. Grigo)

Nicholas A. LaCourte, American Society of Heating, Refrigerating and Air Con-

ditioning Engineers, Inc. (Alternate to Jordan Heiman)

Nell MacLean, International Association of Plumbing & Mechanical Officials (Alternate to Norman J. Lattar)

Ronald B. Singer, Southern California Edison Company (Alternate to E. J. Orth, Jr.)

Alvan R. Trellis, National Association of Home Builders (Alternate to Pat Bentz)

Nonvoting

Walter N. Durke, Veterans Administration

Eric Kent, Canadian Standards Association

Wilford I. Summers, National Fire Protection Association

Chester L. Tate, Jr., U.S. Department of Health, Education & Welfare

George H. Tryon, National Fire Protection Association

Brian Weir, Canadian Standards Association

Nonvoting

Mobile Home Service Equipment. That equipment containing the disconnecting means, overcurrent protective devices, and receptacles or other means for connecting a mobile home feeder assembly.

Mobile Home Site. A designated parcel of land in a mobile home park designed for the accommodation of one mobile home, its accessory buildings or structures, and accessory equipment for the exclusive use of the occupants.

Mobile Home Stand. That area of a mobile home site which has been reserved for the placement of a mobile home.

Occupied Area. The total of all of the site area covered by a mobile home and roofed mobile home accessory buildings and structures on a mobile home site.

Park Electrical Wiring System. All of the electrical wiring, fixtures, equipment and appurtenances related to electrical installations within a mobile home park, including the mobile home service equipment.

Park Street. A private way which affords principal means of access to abutting individual mobile home sites and auxiliary buildings.

Permanent Building. Any building except a mobile home or a mobile home accessory building or structure.

Pier. That portion of the support system between the footing and the mobile home exclusive of caps and shims.

Porch. An outside walking area having the floor elevated more than eight inches above grade.

Ramada. Any free-standing roof, or shade structure, installed or erected above an occupied mobile home or any portion thereof.

Special Permission. The written consent of the authority having jurisdiction.

Stabilizing Devices. All components of the anchoring and support systems such as piers, footings, ties, anchoring equipment, ground anchors and any other equipment which supports the mobile home and secures it to the ground.

Stabilizing System. A combination of the anchoring system and the support system when properly installed.

Storage Structure. A structure located on a mobile home site which is designed and used solely for the storage and use of personal equipment and possessions of the mobile home occupants.

Structure. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Support System. A combination of footings, piers, caps, and shims that will, when properly installed, support the mobile home.

Tie. Strap, cable or securing device used to connect the mobile home to ground anchors.

Vertical Tie. A tie intended to primarily resist the uplifting and overturning forces.

Windbreak. A vertical wall structure designed and erected as a free-standing unit; the vertical surface of which is not more than 50 percent open.

Part 3. Mobile Home Park Design and Land Use

3.1 General. The material in this Part contains provisions for new mobile home park design and land use where local regulations governing such design and land use are not in effect. The criteria is intended to give minimum guidance which is considered good practice.

3.2 Setbacks. Each mobile home shall be located at least 25 feet from any park property boundary line abutting upon a public street or highway.

3.3 Space Utilization. Site coverage and building separation in a mobile home park for each mobile home and its accessory structures shall be in accordance with the following:

3.3.1 The occupied area of a mobile home site shall not exceed 75 percent of the site area.

3.3.2 A mobile home shall not be located closer than 10 feet from any other mobile home or permanent building within the mobile home park. A mobile home accessory building shall not be closer than 3 feet from a mobile home or building on an adjacent site.

3.4 Access to Park Streets. Each mobile home site within a mobile home park shall have direct access to a park street. The access shall be an unobstructed area, not less than 14 feet in width.

Part 10. Mobile Home Park Fire Safety

10.1 General Park Fire Safety Considerations

10.1.1 Park Location and Arrangement. The location and arrangement of each mobile home park shall meet the approval of the chief of the fire department responsible for providing the necessary fire protection services. Where there could be possible time response delays for emergency equipment (fire, police, or ambulance services) occasioned by a single access to a mobile home park (such as might be caused by railroad crossings, limited access highways, one-way streets, grades which can become impassable under snow or icing conditions), a second access or emergency access roadway should be provided. A site plan shall be supplied to the fire and law enforcement agencies having jurisdiction.

NOTE: Such a "site plan" shall show the numerical designation or street name and number of each mobile home site in the park.

10.1.2 Access to Mobile Homes for Fire Protection Services. Access to a mobile home for fire protection services shall be such as to permit fire apparatus to approach within 100 feet of each mobile home.

10.1.3 Clearance from Mobile Homes to Other Structures. Mobile homes shall not be located closer than 10 feet from any other mobile home or permanent building within or adjacent to the mobile home park. A mobile home accessory building or structure shall not be closer than 3 feet from any adjacent mobile home or mobile home accessory building or structure. (See also 3.3.2 and 5.7.)

Exception: See Paragraph 5.9.2

10.1.4 Use of Fire Protection Equipment. The mobile home park operator should instruct his staff in the use of the fire protection equipment available in the park and define their specific duties in the event of fire. Tenants should be instructed in applicable fire prevention and fire protection rules (see Section 10.5 herein).

10.1.5 Incinerators. Where provision is made for the burning of rubbish in the park, incinerators shall be constructed in accordance with the *NFPA Standard on Incinerators (NFPA 82-1972)*.

10.1.6 Outside Hazards. Care shall be taken to maintain the park area free of dry brush, leaves and weeds which might communicate fires between mobile homes and other buildings in the park.

10.1.7 Heat Tapes. As noted in 7.1.5.3, heat tapes shall be of the listed type.

10.2 Fire Detection and Alarm Services

10.2.1 Detection Systems in Buildings Open to the Public. Fire detection and alarm systems installed in buildings open to the public shall be installed in accordance with the *NFPA Standard on Local Protective Signaling Systems (NFPA 72A-1975)*.

NOTE: See NFPA Standard No. 71, 72B, 72C or 72D for other suitable types of fire protective signaling systems.

10.2.2 Public Fire Alarm Services. Street fire alarm services for the park, if provided, shall be in accordance with the *NFPA Standard for the Installation, Maintenance and Use of Public Fire Service Communications (NFPA 73-1975)*. Where such services are not available, alarm procedures shall be posted in each mobile home and in each public building in the park as required by the local fire department.

10.3 Water Supplies for Fire Protection. Water supplies for fire department operations shall be as required by the authority having jurisdiction. Where there are no such requirements, water supplies shall be adequate to permit the effective operation of at least two 1½-inch hose streams on any fire in a mobile home or elsewhere in the mobile home park whether the supply is derived from hydrants connected to an underground water supply system, a reservoir or water supply source of not less than 3,000 gallons (suitably accessible for fire department drafting operations), or fire department apparatus equipped with a water tank(s) constructed in accordance with the *NFPA Standard for Automotive Fire Apparatus (NFPA 1901-1975)*. Hydrants, if provided, shall be located along park streets or public ways readily accessible for fire department use and located within 500 feet of all mobile home sites. Hydrant hose coupling threads shall be national standard threads (see *NFPA Standard for Screw Threads and Gaskets for Fire Hose Connections, NFPA 194-1974*) or shall conform to those used by the local fire department if different from those specified in the referenced Standard.

10.4 Mobile Home Park Portable Fire Fighting Facilities

10.4.1 Permanent Buildings. Permanent buildings shall be provided with listed portable fire extinguishers in accordance with the provision of the *NFPA Standard for Portable Fire Extinguishers (NFPA 10-1975 (ANSI))*.

ATTACHMENT "C"

City of Crystal River	Development Services
123 NW Hwy 19, Crystal River, FL 34428(352-795-6511)	www.crystalriverfl.org

VESTED RIGHTS APPLICATION

Date Submitted: _____ Case #: _____

Include evidence necessary to demonstrate compliance with the statement of intent set forth in Section 9.06.01.

1. The Applicant shall demonstrate that he has undertaken development in the City and has relied in good faith on the Codes and Ordinances of the City.

See Affidavit of Property Owner and other supporting documentation submitted herewith.

2. The Applicant shall demonstrate that he is dependent upon some act or omission of the City.

See Affidavit of Property Owner and other supporting documentation submitted herewith.

3. The Applicant shall demonstrate that he has such a substantial change in position or has incurred such extensive obligations and expenses to his detriment that it would be highly inequitable to deny relief and unjust to destroy the rights acquired (*Salkosky v. City of Coral Gables; 151 So. 2d 433, Fla. 1963*).

See Affidavit of Property Owner and other supporting documentation submitted herewith.

Attachments:

1. Standard Application Form
2. Deed, or other proof of ownership
3. Other documentation as considered necessary to support the application

Vested Rights Checklist

The City recognizes that development has and is taking place prior to the adoption of this LDC. It is the legislative intent of the City that:

Finding	Criteria (Sec. 9.06.01)
	1. No taking or abrogation of vested rights is intended by this LDC
	2. Nothing contained in this LDC shall be construed as applied to constitute a temporary or permanent taking of private property or the abrogation of validly existing vested rights. It shall be the duty and responsibility of the party alleging vested rights to affirmatively demonstrate the legal requisites of vested rights.
	3. Rights shall vest upon a demonstration to the City or agency thereof that the applicant: <ul style="list-style-type: none"> ➤ Has relied in good faith; ➤ Is dependent upon some act or omission of the government; and ➤ Has made such a substantial change in position or incurred such extensive obligations and expenses to his detriment that it would be highly inequitable to deny relief and unjust to destroy the rights acquired (<i>Salkosky v. City of Coral Gables; 151 So. 2d 433, Fla. 1963</i>).
	4. The mere existence of zoning contrary to the comprehensive plan shall not be determined to vest rights.
	5. Nothing contained in this LDC shall limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380, F.S.; or who has been issued a final development order, and development has commenced and is continuing in good faith as provided in Chapter 163, Laws of Florida.
	6. An applicant's right to develop is vested if the applicant can demonstrate that the development is a valid and properly filed condominium project with declarations of condominium, including a site plan filed with the appropriate governmental authorities and recorded in the public records of Citrus County, Florida, as required by existing law prior to the enactment of this LDC and if construction of at least one (1) unit, and the common elements, have been commenced prior to the enactment of this LDC.

STANDARD APPLICATION

STAFF USE ONLY

	Status	Date	Signature
Applications determined to be complete	1	Pre-application conference held	
	2	Date application received (initial submittal)	
	3	Application determined complete	
	4	Case number assigned	
	5	Notice of completeness sent to applicant	
Applications determined to be incomplete	6	Application is not complete	
	7	Notice of missing materials sent to applicant	
	8	Date of submittal of missing materials or resubmittal of entire application	
	9	Application determined complete	
	10	Case number assigned	
	11	Notice of completeness sent to applicant	
Withdrawn	12	Application withdrawn for failure to submit missing materials	
	13	Notice of withdrawal sent to applicant	

Type of Application	Check Type
Site plan for development without supplemental standards	
Minor subdivisions	
Minor development permits	
Minor amendments to development permits	
Administrative waivers	
Site plan for development subject to supplemental standards	
Variance	
Appeal of administrative decisions	
Preliminary and final subdivision plats	
PUD master plan and rezoning	
Rezoning	
Amendment to the LDC	
Major amendments to development permit	
Other (specify): Vested rights determination	X

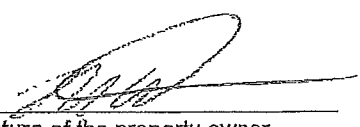
Required Attachments for All Applications (Sec. 10.01.02):

1. A property survey containing the legal description, land area, and existing improvements on the site. The survey shall be signed by a surveyor licensed in the State, and shall have been performed not more than two (2) years prior to the date of application.
2. Proof of payment of applicable fees.
3. An application regarding development within or affecting wetlands (see Chapter 3) shall include proof of receipt of applicable permits or exemptions from regional, State, or federal agencies with permitting authority for wetlands.
4. All site plans and drawings for an application shall be prepared at the same scale. The sheet size shall not be less than eleven inches by seventeen inches (11 x 17) and shall not be more than by thirty-six inches by forty-eight inches (36 x 48).
5. The number of copies of the application materials as specified by the City.
6. Any development application for development proposed within the airport height notification zone established for the Crystal River Airport shall provide notification to the FAA as required by Title 14, Code of Federal Regulations, Part 77 Subpart C. Comments by the FAA shall be included as part of the submittal.

OWNERSHIP INFORMATION

Property Owner: Crystal Blue Water, L.L.C., a Florida Limited Liability Company
 Address: 1801 S.E. U.S. Highway 19, Crystal River, Florida 34429
 Phone #: 352-795 7161 Cell phone #: 352-795 7161 Fax #: 352-795-7879
 Email address: whiteshark377@gmail.com
 Property Address: 1801 S.E. Highway 19, Crystal River, Florida 34429

OWNER'S SIGNATURE:



 Signature of the property owner

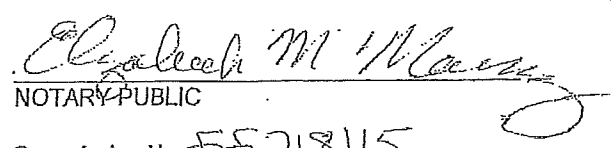
 Signature of the property owner

NOTARIZATION FOR OWNER'S SIGNATURE

STATE OF Florida COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 13 day of July who is personally known to me or who has produced Florida Driver License as identification and who did/did not take an oath.




 NOTARY-PUBLIC
 Commission No. FF218115
 Commission Expires: April 7, 2019

City of Crystal River

Development Services

123 NW Hwy 19, Crystal River, FL 34428(352-795-6511)

www.crystalriverfl.org

If the applicant or agent is a representative of the property owner, a notarized statement authorizing the representative to act as an agent of the property owner with regard to the application and associated procedure, shall be completed with this application.

Agent's Name: Smolker, Bartlett, Loeb, Hinds & Thompson, P.A.

Agent's Street Address: 100 North Tampa, Suite 2050

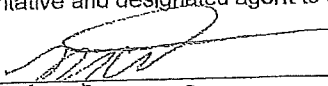
City: Tampa ST: Florida Zip: 33602

Phone #: 813-223-3888 Cell phone #: 813-223-3888 Fax #: 813-228-6422

Email address: claym@smolkerbartlett.com

AGENT AUTHORIZATION

Smolker, Bartlett, Loeb, Hinds & Thompson, P.A. agent, is hereby authorized as my legal representative and designated agent to speak in my behalf for the subject matter.


Signature of the Property Owner

NOTARIZATION FOR OWNER'S SIGNATURE

STATE OF Florida COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 13 day of July who is personally known to me or who has produced Florida Driver License as identification and who did/did not take an oath.



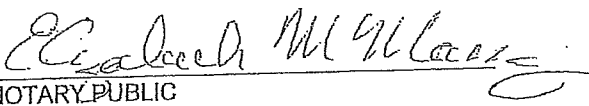

NOTARY PUBLIC
Commission No. FF 218115
Commission Expires: April 7, 2019

TABLE OF CONTENTS OF CONSOLIDATED EXHIBITS

Exhibit "A" – Legal Description of Property	Page 2
Exhibit "B" – PUD Petitions	Pages 3 - 65
Exhibit "C" – Sewer Connection Agreement	Pages 67 - 77
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Exhibit "E" – Ordinance 87-0-14	Pages 82 - 93
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Exhibit "H" – Street Name Diagram	Pages 101 - 102
Exhibit "I" – Permits for Property	Pages 103 - 105

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Phase 1: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West 42.95 feet, for a Point of Beginning, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 550.67 feet, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence North $0^{\circ} 11' 11''$ West 440.0 feet, thence North $89^{\circ} 56' 04''$ East 1320.59 feet, to the North-South centerline of said Section, thence South $0^{\circ} 21' 21''$ East along said centerline 509.89 feet to a point, thence South $00^{\circ} 16' 36''$ East 1602.04 feet to the Northerly right-of-way line of Mayo Drive, thence North $89^{\circ} 49' 26''$ West along said right-of-way line 362.36 feet, to the Easterly line of The Crystal Landing (a Condominium) as recorded in Book 1, Pages 48 and 49, Public Records of Citrus County, Florida, thence North $0^{\circ} 23' 45''$ East 125.25 feet, to the Northerly line of said (Condominium), thence South $89^{\circ} 46' 42''$ West along said Northerly line 610.03 feet, to the Easterly line of Lot 14, Block B, Crystal River Village, Unit One, as recorded in Plat Book 12, Page 5, Citrus County, Florida, thence North $01^{\circ} 00' 25''$ West along said Easterly line 80.47 feet, thence North $00^{\circ} 10' 31''$ West along said Easterly line 123.65 feet to a point, thence North $89^{\circ} 46' 08''$ West 405.09 feet, to the 40 acre line, and the Point of Beginning, also the Northwest corner of said lot, all lying in Section 27, Township 18 South, Range 17 East, Citrus County, Florida.

Commercial Tract: Commencing at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence North $0^{\circ} 03' 56''$ West along the 40 acre line 593.62 feet, for a Point of Beginning, thence South $89^{\circ} 57' 03''$ East 145.03 feet, thence North $0^{\circ} 03' 56''$ West 170.0 feet, thence North $89^{\circ} 47' 23''$ East 70.63 feet, thence North $0^{\circ} 03' 56''$ West 620.0 feet, thence South $89^{\circ} 57' 03''$ West 165.03 feet, to the Easterly right-of-way line of Southeast 8th Avenue (previously dedicated), thence South $0^{\circ} 03' 56''$ East 576.14 feet, thence along a curve to the right, whose chord bears South $24^{\circ} 01' 45''$ West 122.47 feet, arc of 126.16 feet, and radius of 150.0 feet, thence South $0^{\circ} 03' 56''$ East 101.99 feet to the Point of Beginning.

Undeveloped Tract: From the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, run thence North $0^{\circ} 03' 56''$ West, along the 40 acre line, 877.46 feet, thence North $89^{\circ} 57' 03''$ East 50.0 feet, thence North $0^{\circ} 03' 56''$ West parallel with the 40 acre line, 518.15 feet to the East-West centerline of said Section 27, Township 18 South, Range 17 East, thence North $0^{\circ} 11' 11''$ West parallel with the 40 acre line, 496.18 feet to the Point of Beginning, thence continue North $0^{\circ} 11' 11''$ West 1151.49 feet to the North line of South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence along the said North line, North $89^{\circ} 43' 09''$ East 1317.16 feet to the Northeast corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, thence South $0^{\circ} 21' 21''$ East 1156.45 feet, thence South $89^{\circ} 56' 04''$ West 1320.59 feet to the Point of Beginning.

COMPOSITE EXHIBIT "B"
PUD PETITIONS

John Crider, P.A.

Attorneys at Law

JOHN CRIDER
GEORGE H. ANDERSON III

April 17, 1984

P.O. BOX 2418
PLANTATION VILLAGE
(ACROSS FROM PLANTATION INN)
Crystal River, Florida 32689
TELEPHONE (904) 795-2946

HAND DELIVERED

Mr. Wallace Payne
City Manager
City Hall
U.S. 19
Crystal River, Florida 32629

Mr. John W. Henning, Chairman
Building and Zoning Department
City Hall
U.S. 19
Crystal River, Florida 32629

RE: Application of Don Whitehurst for Planned
Unit Development Designation and Approval
for Crystal River Village; a manufactured
housing development

Gentlemen:

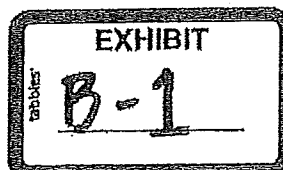
Enclosed please find the above-referenced Application
and Petition.

Attached to said Petition are topographic contours
and other supporting data required by Section 12-1.40 of
the Code of the City of Crystal River.

As you know, we had our pre-application conference in
several parts prior to today. Mr. Herb Heesch, consultant
to Mr. Whitehurst and assisting me in this application, has
met with Mr. Henning on several occasions and, of course, Mr.
Henning and I have conferred on April 17, 1984. Full infor-
mation and site plans have been furnished herewith. Please
report this matter to the next regular meeting of the Planning
and Zoning Commission and take necessary steps per the code,
to have proper notification run in the newspaper and notices
given as required.

I would appreciate the earliest possible notice of the
date that the Crystal River Planning and Zoning Commission will
consider this application.

We feel we are totally complete in our application but
if there is anything in the way of information we can furnish
or additional information needed, please advise me at once.



Mr. Wallace Payne
Mr. John Henning
April 17, 1984
Page 2

Sincere thanks for your cooperation and looking forward
to hearing from you soon, I am

Very truly yours,



JOHN CRIDER

Attorney for the Applicant

JC/cc

PETITION FOR PUD APPROVAL
FOR
CRYSTAL RIVER VILLAGE

SUBMITTED TO THE
CRYSTAL RIVER PLANNING AND ZONING COMMISSION

BY
DONALD R. WHITEHURST, OWNER
3135 U.S. 19 NORTH
CLEARWATER, FLORIDA 33516

DATE OF SUBMITTAL
APRIL 17, 1984

PREPARED BY
CENTRAL FLORIDA PLANNING AND DEVELOPMENT CORPORATION
ROUTE 2, BOX 185-A
DUNNELLON, FL 32630

INTRODUCTION

This petition is for a PUD on a 100-acre tract of land lying east of U.S. 19 and north of Mayo Drive in Crystal River, Florida.

In format, this petition follows exactly the provisions of ARTICLE 12-1 of the Crystal River Zoning Ordinance. That article requires, and this petition provides, the presentation of the following information:

- (a) A general location map;
- (b) Existing topographic conditions including contour intervals based on field surveys or photogrammetric methods;
- (c) The existing and proposed land uses and the approximate location of all buildings and structures;
- (d) The approximate location of existing and proposed streets and major thoroughfares;
- (e) The approximate location of all existing and proposed utilities including a preliminary utility and drainage plan;
- (f) The present zoning pattern in the area;
- (g) A legal description of the subject property;
- (h) The location and use of existing and proposed public, semi-public, or community facilities, such as schools, parks, and open areas. This will include areas proposed to be dedicated or reserved for community or public use;
- (i) If a proposed development creates special problems, or involves unusual circumstances, additional information may be required.

In addition, ARTICLE 12-1 requires a written statement. The written statement submitted with the development plan required, and this petition provides:

- (a) A statement of the present ownership of all land within the proposed development.
- (b) An explanation of the character of the proposed development, including a summary of acres, dwelling units, and gross density by type of land use. The statement shall in-

- clude minimum standards for lot size, yard and space requirements.
- (c) A general statement of the proposed development schedule and progression of unit division or staging.
 - (d) Agreements, provisions and covenants which govern the use, maintenance and protection of the development of common or open areas.

The written statement is provided as PART I of this petition. PART II constitutes items (a) through (h) mandated by ARTICLE 12.140 (B) (2). PART III consists of supplemental data and information provided by the applicant voluntarily, to provide the reviewing authorities and the general public with as much information about the project as is possible.

PART I
WRITTEN STATEMENT

Section I(a)
Ownership

The owner of the entire PUD property is Donald R. Whitehurst. Two parcels of land, Units 13 and 14 of Crystal River Village, Unit 1, are currently under separate ownership (Perley), and although they are surrounded by the PUD, they are not a part of it. (See Section (b) which follows for additional clarification.)

Section I(b)
Character Of The Proposed Development

First as an overview, the underlying concepts behind the PUD need to be explained. Unit 1 was originally conceived, and partially developed, as a conventional single-family subdivision. Since that time, changing market conditions have necessitated that the owner revise his community plan. That has been accomplished, while simultaneously protecting and preserving that portion of Unit 1 which has already been sold and developed.

The original site plan has also been modified to more adequately preserve key vegetative features, wildlife habitat, and natural water retention and drainage areas. These design changes have been further enhanced through the addition of a soil and vegetation berm to serve as a buffer between Crystal River Village and other contiguous residential areas. Finally, the site plan has been modified to create a gated community, to assure the privacy and security of the new residents of Crystal River Village, a PUD.

Acreage

100 acres, more or less.

Dwelling Units

580 more or less, manufactured housing
20 more or less, conventional

600 more or less, total

Gross Density

6.00 dwelling units per acre

Minimum Standards

Lot Width	50' minimum, 80' maximum
Lot Depth	70' minimum, 100' maximum
Front Yard	7' minimum
Rear Yard	3' minimum
Side Yard	5' minimum

Space standards are not applicable to this community, as all land will remain under a single ownership. However, it should be noted that the community site plan (see attached Exhibit 1) provides an abundance of natural areas, buffer areas, and a community center and lake where at present only a borrow pit exists. Excluding the buffer areas, the recreation and open space areas total 13 acres, more or less; or, 13% of the total land area.

Section I(c)
Development Schedule

1st month	Begin 1st phase of 150 spaces (to include total development of lake, recreation center and nature preserve)
12th month	Begin 2nd phase of 150 spaces
15th month	Complete sell out of 1st phase
27th month	Begin 3rd phase of 150 spaces
30th month	Complete sell out of 2nd phase
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45th month	Complete sell out of 3rd phase
55th month	Complete sell out of entire park

This schedule shows that Crystal River Village will be sold out in approximately 4.5 years. The schedule is using an average market absorbency of 10 units per month.

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And Protection of Recreational Areas

Each renter will receive assurances as a part of the lease agreement that they will have access to improved recreational areas, and, that all recreational areas will be provided and maintained by the owner.

PART II
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Section II(a)
General Location Map

Two maps have been prepared to provide the reader with the general location of the proposed community. Map II (a) (1) gives the general location relative to major highways and communities in western Citrus County. Map II (a) (2) shows that the property lies east of U.S. 19 at its intersection with CR 44-A; north of Mayo Drive, and east of the Paradise Gardens subdivision.

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Topographic Conditions

Because of its size, a contour map has been attached to the application as Exhibit 2. This map provides 1-foot contour intervals, and, it shows that elevations range from a low of 3.6 feet in the existing borrow pit to a high of 16.6 feet directly to the east of Paradise Gardens. (See Section III(a) for drainage calculations).

Note: Records in the office of John Henning indicate that this property has a 100-year flood elevation of 8 feet. All lots shown on the site plan (Exhibit 1) will be improved to assure that the first floor of each dwelling unit will be elevated at or above the 100-year flood elevation.

Section II(c)
Land Use

Existing land uses are shown on Map II(c) (1) which follows. This map shows both on-site and off-site, contiguous land uses. Future land uses are shown on the site plan, Exhibit 1.

On-Site

Only two lots, numbers 13 and 14, are developed at this time. The land uses are residential, conventional single-family. The roads shown in solid lines are paved at present. No other improvements are found on-site.

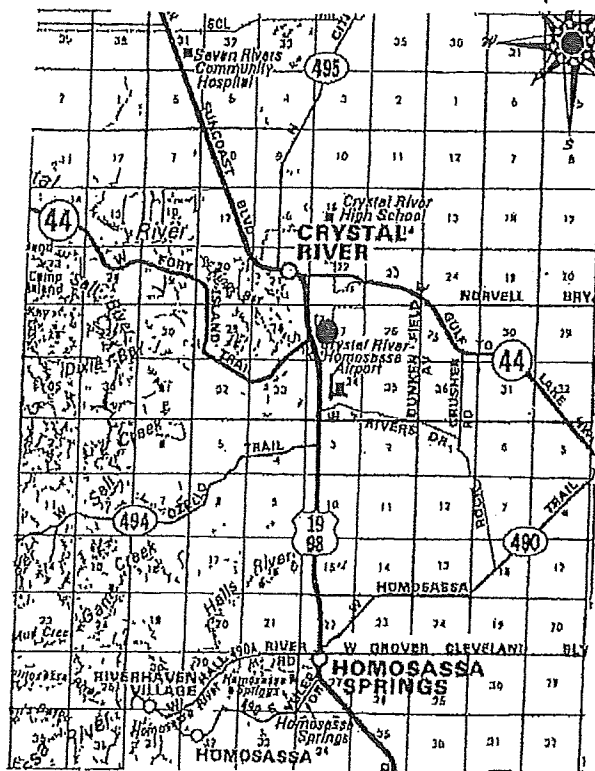
Off-Site

Contiguous properties to the north are vacant at present. The area shown to the north as "H" is the Cypress

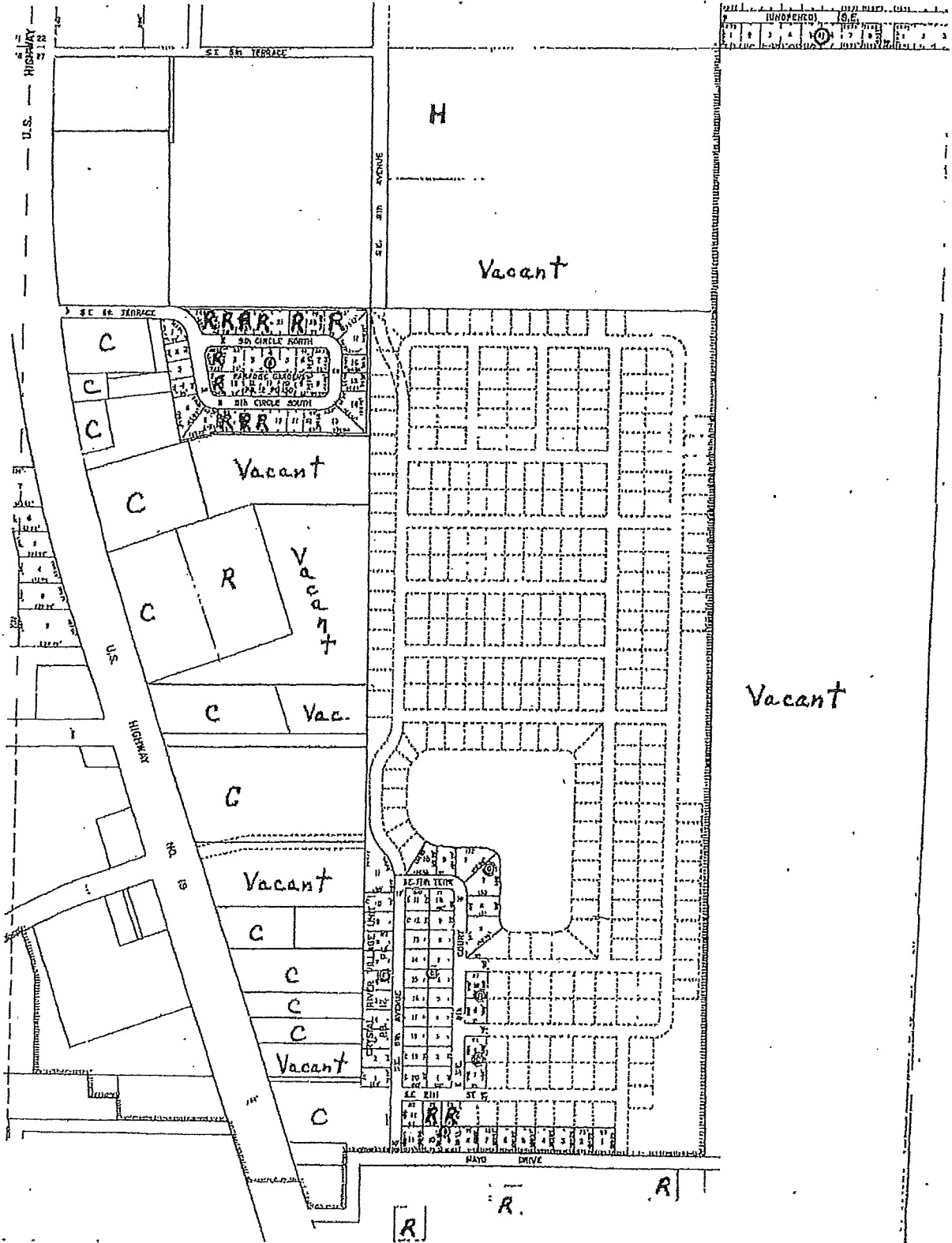
Cove Care Center, Inc. S.E. 8th Avenue is paved to the northern boundary of the P.U.D.

Beginning in the northwest corner, Paradise Gardens abuts this P.U.D. An illegal, unimproved road is utilized by trespassers to gain access to the P.U.D. property by driving through Paradise Gardens.

MAP II(a)(1)
 GENERAL LOCATION,
 CRYSTAL RIVER VILLAGE



MAP II(c)(1)
 LAND USES
 IN AND AROUND CRYSTAL
 RIVER VILLAGE



With the exception of the Bunts residence, all other properties on the west side are either commercial or vacant.

On the south side, Mayo Drive provides access to scattered residential, conventional single-family land uses. These all lie in unincorporated Citrus County.

On the east side, also in unincorporated Citrus County, the contiguous land use is vacant.

Section II(d) Streets

At present, access is via Mayo Drive on the south side, and S. E. 8th Avenue on the north side. No east-west access exists at present, although such access was proposed as a part of the comprehensive plan after the proposed P.U.D. property was annexed. The existing street system (and the system previously proposed) is shown on Map II(c)(1) as previously referenced.

Major changes in street access are proposed as a part of this application. First, S.R. 44-A is proposed for extension across U.S. 19 to connect to S.E. 8th Avenue. Second, both to protect the internal security of this proposed community, and to provide buffering between the developed lots in Unit 1 (Perley) and the P.U.D., access from Mayo Drive north along S. E. 8th Avenue will terminate at S.E. 21st Street. This will become a cul-de-sac, for use only by adjacent occupants of conventional single-family dwellings in the existing residential area.

The future street system is shown as part of Exhibit 1. It is anticipated that this new means of access has the potential for removing substantial volumes of local traffic from U.S. 19, thereby relieving congested conditions on that arterial.

The third revision proposed in access is that Crystal River Village will be a gated community, for security purposes. Other than an emergency entrance, all traffic will enter and exit through a single entrance with a landscaped median.

Section II(e) Utilities

Water lines, fire hydrants, and sewer lines have already been installed in former Crystal River Village, Unit

1. These lines will be retained. City water and sewer lines, both 6" in size, are located on U.S. 19 as far south as Jim Eyster Realty (sewer) and Mayo Drive (water) based upon a preliminary conference with the City Public Works Director.

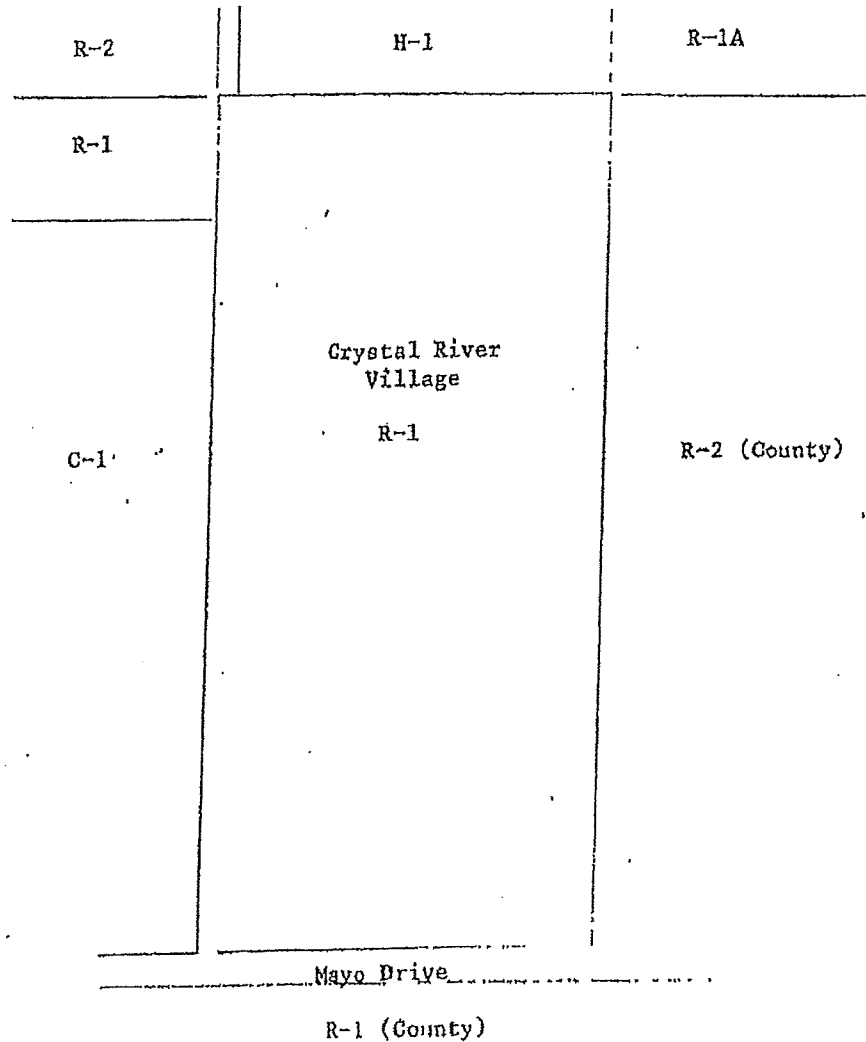
The future locations of water and sewer lines are shown on Exhibit 1, the site plan, along with fire hydrant locations. All utilities, including electricity and cable T.V., will be installed below ground. From an aesthetic viewpoint, this is especially important to adjacent landowners, as there will not be a forest of antennas sticking up above the protective berm.

(See Part III for drainage.)

Section II(f)
Zoning Patterns

The illustration below shows the contiguous zoning. To the east and south, the property is subject to zoning by unincorporated Citrus County, which has adopted R-2 (mobile homes allowed) on the east side, and R-1 (mobile homes prohibited) on the south side.

The City of Crystal River has adopted H-1 zoning on the north of this property, for Geriatric use. City zoning on the west side of the property is R-1 (Paradise Village) and C-1 for the balance.



Section II(g)
Legal Description

Being a part of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 27, Township 18 South, Range 17 East, Crystal River, Citrus County, Florida, described as follows:

FROM THE SW. CORNER OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION @&, TOWNSHIP 18 SOUTH, RANGE 17 EAST, RUN THENCE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 1087.08 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N $0^{\circ}03'56''$ W ALONG THE 40 ACRE LINE, 241.10 FT TO THE SW CORNER OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 27; THENCE N $0^{\circ}11'11''$ W, ALONG THE 40 ACRE LINE, 1647.37 FT.; THENCE N $89^{\circ}43'09''$ E, 1368.64 FT. TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 27; THENCE S $0^{\circ}16'17''$ E, ALONG SAID NORTH-SOUTH CENTER LINE, 3271.09 FT TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE N $89^{\circ}43'11''$ W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 361.94 FT. TO THE SE. CORNER OF LOT 1, BLOCK "B", OF CRYSTAL RIVER VILLAGE UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINES OF SAID CRYSTAL RIVER VILLAGE UNIT 1 FOR THE NEXT SEVENTEEN (17) CALLS; 1) N $0^{\circ}03'56''$ W, 105.25 FT. ; 2) S $89^{\circ}56'04''$ W, 610.00 FT. ; 3) N $0^{\circ}03'56''$ W, 100.0 FT. ; 4) N $89^{\circ}56'04''$ E, 100.0 FT. ; 5) $0^{\circ}03'56''$ W, 550.0 FT. ; 6) S $89^{\circ}56'04''$ W, 85.0 FT. ; 7) N $51^{\circ}00'25''$ E, 192.16 FT. ; 8) N $44^{\circ}38'43''$ E, 174.85 FT. ; 9) N $0^{\circ}03'56''$ W, 375.0 FT. ; 10) S $89^{\circ}56'04''$ W, 375.0 FT. ; 11) S $21^{\circ}20'08''$ W, 180.47 FT. ; 12) S $32^{\circ}10'18''$ W, 156.02 FT. ; 13) S $89^{\circ}56'04''$ W, 50.54 FT. ; 14) A CURVE TO THE LEFT, WHOSE CHORD BEARS N $27^{\circ}47'40''$ W, 92.02 FT., ARC OF 93.56 FT. AND RADIUS OF 148.57 FT. ; 15) A CURVE TO THE RIGHT, WHOSE CHORD BEARS N $22^{\circ}57'03''$ W, 154.44 FT., ARC OF 158.63 FT. AND RADIUS OF 198.57 FT. ; 16) N $0^{\circ}03'56''$ W, 76.25 FT. ; 17) S $89^{\circ}56'04''$ W, 15.0 FT. TO THE POINT OF BEGINNING.

Section II(h)
Public Facilities

There are no public or semi-public facilities either existing or proposed. A private community center, including a building and adjacent recreation and open space facilities, will be reserved for residents of Crystal River Village and their guests.

PART III
SUPPLEMENTAL DATA

This part has been provided voluntarily by the applicant, to expedite the review process.

Section III(a)
Drainage

There are 22.41 acre-feet of storage required for this community. A total of 22.49 acre-feet are provided, using the lake, natural areas, and ditches along the east and west boundaries for storage. The preliminary drainage notes are attached at the end of this section.

Section III(b)
Taxes and the Economy

1. If the community has 600 units, and each owner purchases a 12-month tag, and about 1/2 the units are single-wides and 1/2 are double-wides, the average tag revenues returned to the City of Crystal River will be \$59.50 per unit each year, or, \$35,700. If all of the units are double-wides, the municipal revenue will be \$79.75 per unit per year, or, \$47,850. An equal amount goes to the school board.
2. Each occupant will pay a tangible tax on improvements, such as carports, awning, patio roofs, screened porches, utility rooms, etc. If each dwelling unit has tangible real property valued at \$10,000, and the municipal tax rate is .0037 (3.7 mils), the revenue to the city from each unit will be about \$36 annually, or \$21,600 for the entire community.
3. Each time a unit is sold, about 10% of the state 5% sales tax is returned to the county. Of the money returned to the county, Crystal River will receive about 5%. Therefore, if the average value of the sale is \$25,000, and the average turnover is 6 years, the average tax return to the City of Crystal River will be $25,000 \times .05 \times .10 \times .05 \times 6 \times 600$; or \$600 per year for the entire community.
4. All land and improvements thereto will be owned by the developer; therefore, 100% taxable. These improvements will include paved streets, paved sidewalks, a community center, recreation facilities, street

lights, water and sewer lines, etc. The total value of these improvements is currently estimated to increase the property value from \$1,500 per acre (1983) and \$404 in city tax revenues (1983) to \$84,000 per acre (1984) and \$31,080 (1984) in annual municipal tax revenues.

In summary, whereas the proposed community is currently generating only \$404 in annual city tax revenues, it is expected at full development to generate at least the following for the city:

\$47,850 in tag sales taxes
21,600 in tangible taxes
600 in sales tax
31,080 in real property taxes

\$101,130 TOTAL ANNUAL MUNICIPAL TAX REVENUES

The 600 households in this community will also have a significant impact on the economy of Crystal River. Unlike some planned developments, this community will contain no commercial lots; therefore, existing businesses in the area will receive a substantial new market. Since the primary residents will be retirees, there will be a substantial infusion of transfer payments into the local economy.

There will be indirect benefits through the form of ownership. All roads, water and sewer lines, and other improvements will be owned and maintained by the applicant, therefore, the City of Crystal River will realize the tax benefits without having to spend money on maintenance. Being a gated community, and having an internal security system, the need for additional police protection will be substantially less than in a conventional development. The only service needs which will potentially require additional municipal input will be fire, ambulance and library services.

Section III(c) Natural Areas

A major purpose for applying for a PUD in this area is to preserve natural areas through flexible design and dimensional requirements. The proposed community will, as a PUD, substantially increase the amount of open space and natural areas over what was previously proposed through conventional zoning. The minor amount of filling to be done will be to raise uplands to the requisite flood elevation, and, to construct access roads.

Section III(d)
Trip Generation

It is estimated that this community will generate 1,800 external trips by automobile on a daily basis. This was computed as follows:

1. Average of retiree-type communities similar to Crystal River Villagé = 3.0 trips per day. (Source: Florida DOT Trip Generation Reports.)

2. 3 trips x 600 units = 1,800 trips per day.

The current traffic volumes on U.S. 19 are 26,000 vehicles per day, up from 21,000 in 1982 and 20,000 in 1980.

As the Crystal River Village community develops over the next five years, it is expected that 1/2 of the trips will be to U.S. 19. Projecting traffic volumes on U.S. 19 to reach 31,000 by 1989 without this community, it is apparent that:

1. U.S. 19 will have to be improved to increase its capacity, and,
2. The Crystal River Village community will, at buildout, contribute about 900 vehicle trips per day to traffic on U.S. 19. This equals about 4% of the projected 1985 traffic, and about 3% of the 1989 traffic . . . neither of these figures are considered to be significant.

Section III(e)
Soils

On-site investigation indicates that the predominant soils are droughty, well-drained sands. A caving hazard exists for cut-banks, as in trenching for sewer and water lines; otherwise, there are no limitations to development. All dwelling units will be connected to the municipal sewer system; therefore, seasonally high water tables will not pose a problem.

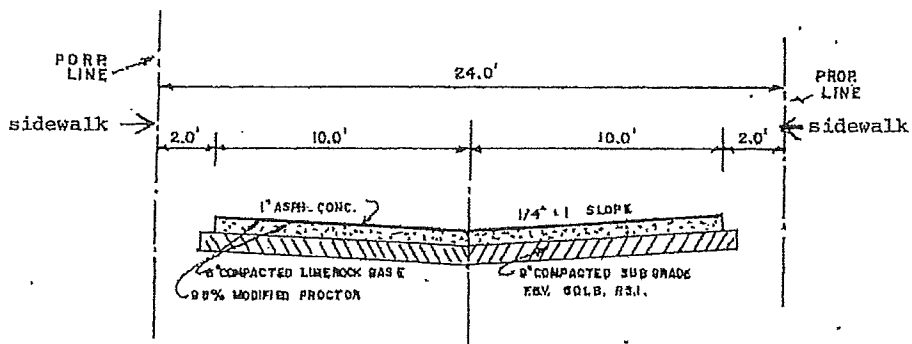
Section III(f)
Street Design

All streets will be paved 20' wide and constructed of 1" asphaltic concrete on a 6" compacted limerock base on top of a 9" compacted subgrade. A typical street section follows.

As with his development in Clearwater, the applicant proposes to provide sidewalks on both sides of every street.

Section III(g)
Guarantees

A common means of guaranteeing that a PUD will be constructed and used as approved is for the political jurisdiction to require the applicant to deposit a surety bond. The applicant in this case is prepared to meet such a condition or any other reasonable condition to guarantee to the elected officials that the project will be built as conditionally approved.



STREET SECTION

DRAINAGE NOTES
Crystal River Village

3/3/89

① Road Storage	$\frac{9.90 \times 0.4 \times 6.96}{12} =$	<u>22.41 Ac.Ft.</u>
② Avail. Storage		

a.) Lake Berm = Elev. 6.0 } 1.0' Freeboard
 DHW = Elev. 5.0 }
 DLW = Elev. 3.6 }
 1.4 x 8.21 Ac = 11.49 Ac.Ft

Note: Excavate Lake To Bottom
 Elev. 1.0 To Control Weeds &
 Promote Fish Growth to
 Control Insects

b.) East Drain Area (2:1 Slope) 3.95 Ac.Ft.

1.) South Area
 627' x 205' Berm = Elev. 6.0 } 1.0' Freeboard
 623' x 201' DHW = " 5.0 }
 617' x 195' DLW = Elev. 3.6 }

2.) Central Area 2.39 Ac.Ft
 665' x 120' Berm = Elev. 6.0 } 1' FB
 661' x 116' DHW = " 5.0 }
 655' x 110' DLW = Elev. 3.6 }

3.) North Area 2.50 Ac.Ft
 582' x 140' Berm = Elev. 6.0 } 1.0' FB
 588' x 136' DHW = " 5.0 }
 582' x 136' DLW = Elev. 3.6 }

4.) East Ditch 1.75 Ac.Ft
 1660' x 40' Berm = Elev. 6.0 } 1.0' FB
 1660' x 30' DHW = " 5.0 }
 1660' x 30' DLW = Elev. 3.6 }

SEE NOTE 2a. Above

c.) West Ditch 0.41 Ac.Ft

1.) 2981' x 15' Berm = Elev. 6.0 } 1.0' FB
 2975' x 9' DHW = " 5.0 }
 2967' x 1' DLW = Elev. 3.6 }

d.) Total Avail. Stg. = 22.49 Ac.Ft.

PETITION FOR PUD APPROVAL
FOR
CRYSTAL RIVER VILLAGE

SUBMITTED TO THE
CRYSTAL RIVER PLANNING AND ZONING COMMISSION

BY
DONALD R. WHITEHURST, OWNER
3135 U.S. 19 NORTH
CLEARWATER, FLORIDA 33516

APPROVED BY CITY COUNCIL

7 August 1984
DATE

Phillip W. Price
COUNCIL PRESIDENT

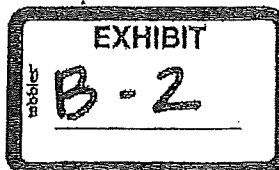
ATTEST:

Walker A. Pope
CITY MANAGER/CITY CLERK

DATE OF SUBMITTAL
APRIL 17, 1984

REVISED
JUNE 28, 1984

PREPARED BY
CENTRAL FLORIDA PLANNING AND DEVELOPMENT CORPORATION
ROUTE 2, BOX 185-A
DUNNELLON, FLORIDA 32630



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The original site plan has also been modified to more adequately preserve key vegetative features, wildlife habitat, and natural water retention and drainage areas. These design changes have been further enhanced through the addition of a soil and vegetation berm to serve as a buffer between Crystal River Village and other contiguous residential areas. Finally, the site plan has been modified to create a gated community, with a gate attendant, mechanical gate, or both, to assure the privacy and security of the new residents of Crystal River Village, a PUD.

Acreage
97 acres, more or less.

<u>Dwelling Units - Preliminary</u>	<u>Final Plan</u>
580 more or less, manufactured housing	579 manufactured
<u>20</u> more or less, conventional	<u>21</u> conventional
600 more or less, total	600 total

Gross Density
6.00 dwelling units per acre

Minimum Standards

Lot Width	45' minimum, 80' maximum
Lot Depth	80' minimum, 100' maximum
Front Yard)	Flexible to match topography
Rear Yard)	and vegetation, as well as
Side Yard)	irregular lot shapes.

Space standards are not applicable to this community, as all land will remain under a single ownership. However, it should be noted that the community site plan (see attached Exhibit 1) provides an abundance of natural areas, buffer areas, and a community center and lake where at present only a borrow pit exists. Including the buffer areas, the recreation and open space areas total 21 acres, more or less; or, 21% of the total land area.

Section I(c)
Development Schedule

The development schedule is an estimate only, and will vary according to market conditions and the national economy; therefore, it shall not be binding upon the applicant and a change in the schedule shall not constitute a substantial change in the approved plan.

1st month	Begin 1st phase of 140 spaces (to include total development of lake, recreation center and nature preserve)
12th month	Begin 2nd phase of 150 spaces
15th month	Complete sell out of 1st phase
27th month	Begin 3rd phase of 140 spaces
30th month	Complete sell out of 2nd phase
42nd month	Begin 4th phase of 150 spaces
45th month	Complete sell out of 3rd phase
55th month	Complete sell out of entire park

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Note: Records in the office of John Henning indicate that this property has a 100-year flood elevation of 8 feet. All lots shown on the site plan (Exhibit 1) will be improved to assure that the first floor of each dwelling unit will be elevated at or above the 100-year flood elevation.

Section II(c)
Land Use

Existing land uses are shown on Map II(c) (1) which follows. This map shows both on-site and off-site, contiguous land uses. Future land uses are shown on the site plan, Exhibit 1.

On-Site

Only two lots, numbers 13 and 14, are developed at this time. The land uses are residential, conventional single-family. The roads shown in solid lines are paved at present. No other improvements are found on-site.

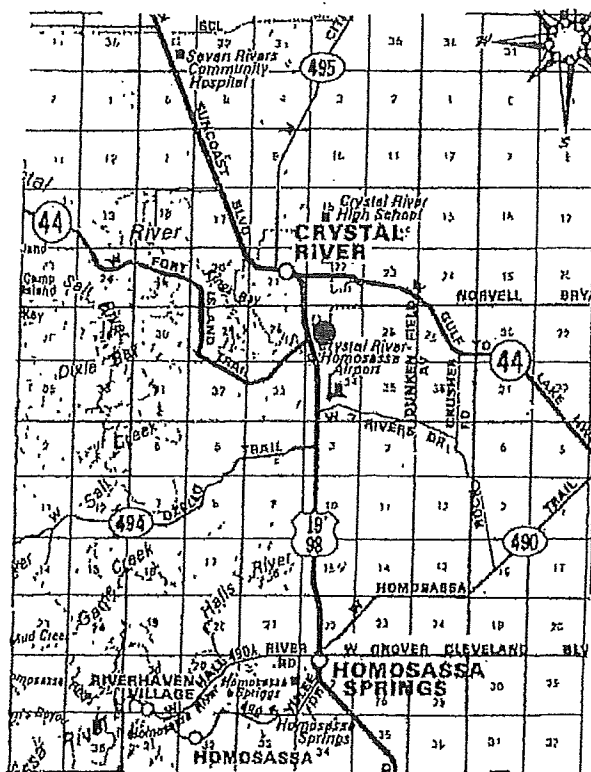
Off-Site

Contiguous properties to the north are vacant at present. The area shown to the north as "H" is the Cypress

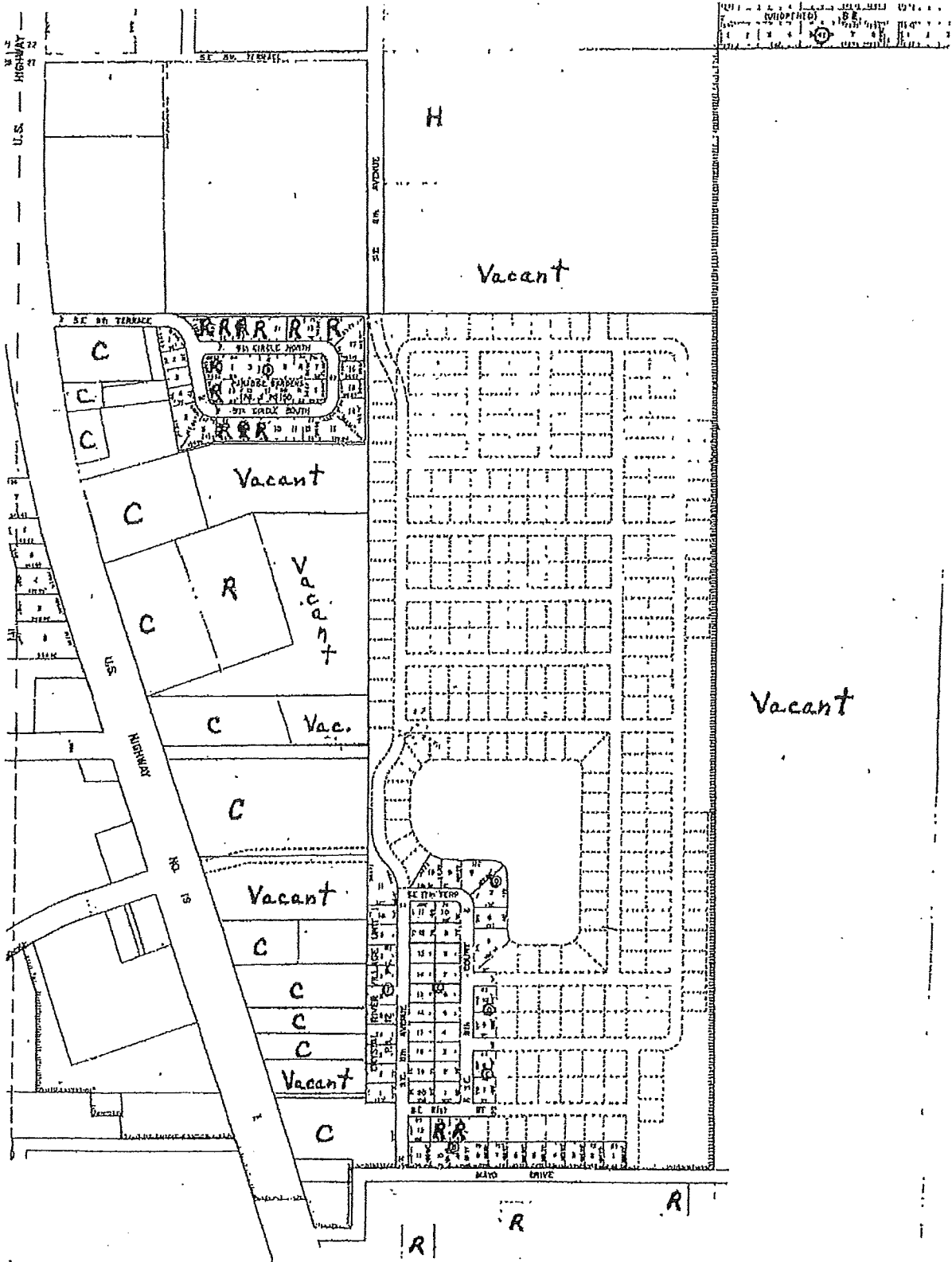
Cove Care Center, Inc. S.E. 8th Avenue is paved to the northern boundary of the P.U.D.

Beginning in the northwest corner, Paradise Gardens abuts this P.U.D. An illegal, unimproved road is utilized by trespassers to gain access to the P.U.D. property by driving through Paradise Gardens.

MAP 11(a)(1)
 GENERAL LOCATION,
 CRYSTAL RIVER VILLAGE



MAP II(c)(1)
 LAND USES
 IN AND AROUND CRYSTAL
 RIVER VILLAGE



With the exception of the Bunts residence, all other properties on the west side are either commercial or vacant.

On the south side, Mayo Drive provides access to scattered residential, conventional single-family land uses. These all lie in unincorporated Citrus County.

On the east side, also in unincorporated Citrus County, the contiguous land use is vacant.

Section II(d) Streets

At present, access is via Mayo Drive on the south side, and S. E. 8th Avenue on the north side. No east-west access exists at present, although such access was proposed as a part of the comprehensive plan after the proposed P.U.D. property was annexed. The existing street system (and the system previously proposed) is shown on Map II(c)(1) as previously referenced.

Major changes in street access are proposed as a part of this application. First, S.R. 44-A is proposed for extension across U.S. 19 to connect to S.E. 8th Avenue. Second, both to protect the internal security of this proposed community, and to provide buffering between the developed lots in Unit 1 (Perley) and the P.U.D., access from Mayo Drive north along S. E. 8th Avenue will terminate at S.E. 21st Street. This will become a cul-de-sac, for use only by adjacent occupants of conventional single-family dwellings in the existing residential area.

The future street system is shown as part of Exhibit 1. It is anticipated that this new means of access has the potential for removing substantial volumes of local traffic from U.S. 19, thereby relieving congested conditions on that arterial.

The third revision proposed in access is that Crystal River Village will be a gated community, for security purposes. Other than an emergency entrance, all traffic will enter and exit through a single entrance with a landscaped median.

Section II(e) Utilities

Water lines, fire hydrants, and sewer lines have already been installed in former Crystal River Village, Unit

1. These lines will be retained. City water and sewer lines, both 6" in size, are located on U.S. 19 as far south as Jim Eyster Realty (sewer) and Mayo Drive (water) based upon a preliminary conference with the City Public Works Director.

The future locations of water and sewer lines are shown on Exhibit 1, the site plan, along with fire hydrant locations. All utilities, including electricity and cable T.V., will be installed below ground. From an aesthetic viewpoint, this is especially important to adjacent landowners, as there will not be a forest of antennas sticking up above the protective berm.

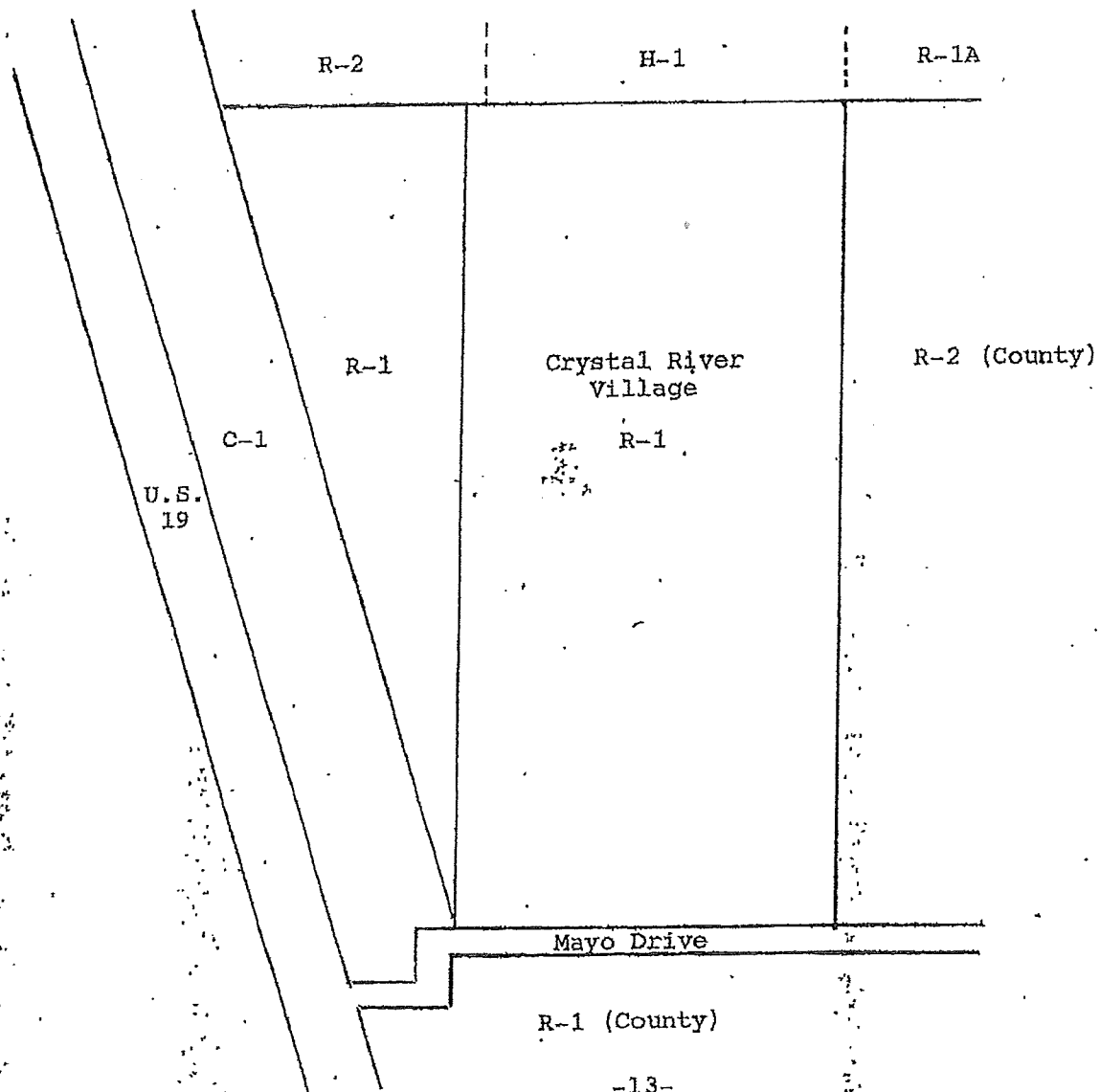
A generally accepted planning standard for water use is 120 gallons per day per person. Assuming an average household size of 1.65, Crystal River Village at buildout will utilize approximately 120,000 gallons of treated water per day. Sewage volumes will be less, at about 100 gallons per day per person; therefore, Crystal River Village at buildout will generate approximately 100,000 gallons of sewage per day.

Note that all water and sewer lines will be installed by the applicant, who will retain ownership and provide all maintenance.

Section II(f)
Zoning Patterns

The illustration below shows the contiguous zoning. To the east and south, the property is subject to zoning by unincorporated Citrus County, which has adopted R-2 (mobile homes allowed) on the east side, and R-1 (mobile homes prohibited) on the south side.

The City of Crystal River has adopted H-1 zoning on the north of this property, for Geriatric use. City zoning on the west side of the property is R-1 from Paradise Gardens to Mayo Drive.



Allied
Engineering &
Surveying, Inc.

LEGAL DESCRIPTIONS

PARCEL NO. 1 :

ALL OF THE LOTS OF CRYSTAL RIVER VILLAGE UNIT 1, EXCLUDING LOTS 13 AND 14, BLOCK B OF UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

PARCEL NO. 2 :

BEING A PART OF THE NW. $\frac{1}{4}$ & THE SW. $\frac{1}{4}$ OF SECTION 27 , TOWNSHIP 18 S , RANGE 17 E , CRYSTAL RIVER , CITRUS COUNTY , FLORIDA , DESCRIBED AS FOLLOWS :

FROM THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SAID SECTION 27 , TOWNSHIP 18 S , RANGE 17 E , RUN THENCE N 0°03'56" W , ALONG THE 40 ACRE LINE , 1087.08 FT. FOR THE POINT OF BEGINNING ; THENCE CONTINUE N 0°03'56" W , ALONG THE 40 ACRE LINE , 241.10 FT. TO THE SW. CORNER OF THE SE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SAID SECTION 27 ; THENCE N 0°11'11" W , ALONG THE 40 ACRE LINE , 1647.37 FT. ; THENCE N 89°43'09" E , 1368.64 FT. TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 27 ; THENCE S 0°16'17" E , ALONG SAID NORTH-SOUTH CENTER LINE , 3271.09 FT. TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE ; THENCE N 89°43'11" W , ALONG SAID NORTHERLY RIGHT-OF-WAY LINE , 361.94 FT. TO THE SE. CORNER OF LOT 1 , BLOCK "B" , OF CRYSTAL RIVER VILLAGE UNIT 1 , AS RECORDED IN PLAT BOOK 12 , PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY , FLORIDA ; THENCE ALONG THE BOUNDARY LINES OF SAID CRYSTAL RIVER VILLAGE UNIT 1 FOR THE NEXT SEVENTEEN (17) CALLS ; 1) N 0°03'56" W , 105.25 FT. ; 2) S 89°56'04" W , 610.0 FT. ; 3) N 0°03'56" W , 100.0 FT. ; 4) N 89°56'04" E , 100.0 FT. ; 5) N 0°03'56" W , 550.0 FT. ; 6) S 89°56'04" W , 85.0 FT. ; 7) N 51°00'25" E , 192.16 FT. ; 8) N 44°38'43" E , 174.85 FT. ; 9) N 0°03'56" W , 375.0 FT. 10) S 89°56'04" W , 375.0 FT. ; 11) S 21°20'08" W , 180.47 FT. ; 12) S 32°10'18" W , 156.02 FT. ; 13) S 89°56'04" W , 50.54 FT. ; 14) A CURVE TO THE LEFT , WHOSE CHORD BEARS , N 27°47'40" W , 92.02 FT. , ARC OF 93.56 FT. AND RADIUS OF 148.57 FT. ; 15) A CURVE TO THE RIGHT , WHOSE CHORD BEARS , N 22°57'03" W , 154.44 FT. , ARC OF 158.63 FT. AND RADIUS OF 198.57 FT. ; 16) N 0°03'56" W , 76.25 FT. ; 17) S 89°56'04" W , 15.0 FT. TO THE POINT OF BEGINNING.

LESS THE WEST 60.0 FT. OF THE NORTH 1888.58 FT. FOR ROAD RIGHT-OF-WAY.

Section II (h)
Public Facilities

There are no public or semi-public facilities either existing or proposed. A private community center, including a building and adjacent recreation and open space facilities, will be reserved for residents of Crystal River Village and their guests.

PART III
SUPPLEMENTAL DATA

This part has been provided voluntarily by the applicant, to expedite the review process. The issues addressed are those normally associated with much larger developments, and although not required by the Crystal River Zoning Ordinance, the applicant wishes to answer all questions which might arise.

Section III(a)
Drainage

The preliminary drainage notes are attached to the plans.

Section III(b)
Taxes and the Economy

1. If the community has 600 units, and each owner purchases a 12-month tag, and about 1/2 the units are single-wides and 1/2 are double-wides, the average tag revenues returned to the City of Crystal River will be \$59.50 per unit each year, or, \$35,700. If all of the units are double-wides, the municipal revenue will be \$79.75 per unit per year, or \$47,850. An equal amount goes to the school board.
2. Each occupant will pay a tangible tax on improvements, such as carports, awning, patio roofs, screened porches, utility rooms, etc. If each dwelling unit has tangible real property valued at \$10,000, and the municipal tax rate is .0037 (3.7 mils), the revenue to the city from each unit will be about \$36 annually, or \$21,600 for the entire community.
3. Each time a unit is sold, about 10% of the state 5% sales tax is returned to the county. Of the money returned to the county, Crystal River will receive about 5%. Therefore, if the average value of the sale is \$25,000, and the average turnover is 6 years, the average tax return to the City of Crystal River will be $25,000 \times .05 \times .10 \times .05 \times 6 \times 600$; or \$600 per year for the entire community.

4. All land and improvements thereto will be owned by the developer; therefore, 100% taxable. These improvements will include paved streets, paved sidewalks, a community center, recreation facilities, street lights, water and sewer lines, etc. The total value of these improvements is currently estimated to increase the property value from \$1,500 per acre (1983) and \$404 in city tax revenues (1983) to \$84,000 per acre (1984) and \$31,080 (1984) in annual municipal tax revenues.

In summary, whereas the proposed community is currently generating only \$404 in annual city tax revenues, it is expected at full development to generate at least the following for the city:

\$47,850 in tag sales taxes
21,600 in tangible taxes
600 in sales tax
31,080 in real property taxes

\$101,130 TOTAL ANNUAL MUNICIPAL TAX REVENUES

The 600 households in this community will also have a significant impact on the economy of Crystal River. Unlike some planned developments, this community will contain no commercial lots; therefore, existing businesses in the area will receive a substantial new market. Since the primary residents will be retirees, there will be a substantial infusion of transfer payments into the local economy.

There will be indirect benefits through the form of ownership. All roads, water and sewer lines, and other improvements will be owned and maintained by the applicant, therefore, the City of Crystal River will realize the tax benefits without having to spend money on maintenance. Being a gated community, and having an internal security system, the need for additional police protection will be substantially less than in a conventional development. The only service needs which will potentially require additional municipal input will be fire, ambulance and library services.

Section III (c) Natural Areas

A major purpose for applying for a PUD in this area is to preserve natural areas through flexible design and dimensional requirements. The proposed community will, as a PUD, substantially increase the amount of open space and natural areas over what was previously proposed through conventional zoning. The minor amount of filling to be done will be to raise uplands to the requisite flood elevation, (8 feet) and, to construct access roads.

Access roads which were proposed to cross the natural prairie have been eliminated. Additionally, natural cypress stands have been retained.

Section III(d)
Trip Generation

It is estimated that this community will generate 1,800 external trips by automobile on a daily basis. This was computed as follows:

1. Average of retiree-type communities similar to Crystal River Village = 3.0 trips per day. (Source: Florida DOT Trip Generation Reports.)
2. 3 trips x 600 units = 1,800 trips per day.

The current traffic volumes on U.S. 19 are 26,000 vehicles per day, up from 21,000 in 1982 and 20,000 in 1980.

As the Crystal River Village community develops over the next five years, it is expected that 1/2 of the trips will be to U.S. 19. Projecting traffic volumes on U.S. 19 to reach 31,000 by 1989 without this community, it is apparent that U.S. 19 will have to be improved to increase its capacity.

The Crystal River Village community will, at buildout, contribute about 900 vehicle trips per day to traffic on U.S. 19. This equals about 4% of the projected 1985 traffic, and about 3% of the 1989 traffic ... neither of these figures are considered to be significant.

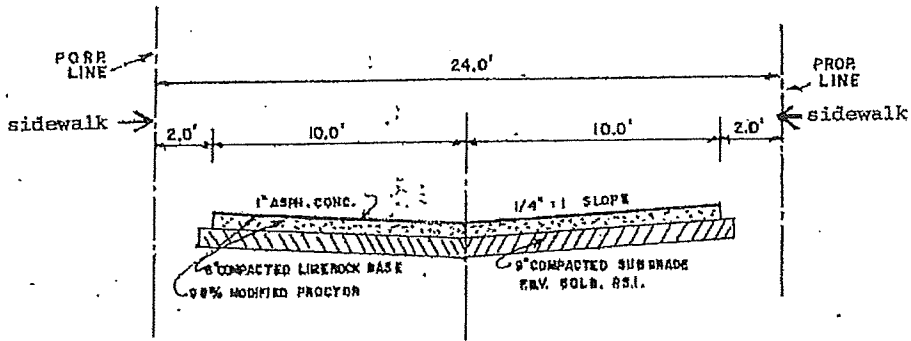
Section III(e)
Soils

On-site investigation indicates that the predominant soils are droughty, well-drained sands. A caving hazard exists for cut-banks, as in trenching for sewer and water lines; otherwise, there are no limitations to development. All dwelling units will be connected to the municipal sewer system; therefore, seasonally high water tables will not pose a problem.

Section III(f)
Street Design

All streets will be paved 20' wide with a 2' sidewalk on each side and constructed of 1" asphaltic concrete on a 6" compacted limerock base on top of a 9" compacted subgrade. A typical street section follows.

-61-



STREET SECTION

Section III (g)
Guarantees

A common means of guaranteeing that a PUD will be constructed and used as approved is for the political jurisdiction to require the applicant to deposit a surety bond. The applicant in this case is prepared to meet such a condition or any other reasonable condition to guarantee to the elected officials that the project will be built as conditionally approved.

Section III (h)
Relationship To The Comprehensive Plan

The following policies from the Crystal River Comprehensive Plan formed a foundation for this PUD petition.

<u>Page</u>	<u>Plan Policy</u>
3-26	The city will encourage the dedication and/or use of undeveloped areas as parks, preserves and open space.
3-28	It will be a city policy to provide, through appropriate ordinances and regulations, for the continued existence of optimum populations of all species of wildlife.
4-18	A local zoning ordinance will be proposed...assuring that the opportunity exists for construction of a range of housing (costs and types); and, to assure that the character and integrity of existing neighborhoods are preserved.
4-19	The city land use plan for the "verge" areas will provide for the continuation and expansion of mobile home uses.
4-19	Planned neighborhoods, providing for innovative mixes of housing types and land uses, ... will be encouraged.
5-13	The Crystal River Zoning Ordinance will be reviewed and updated as necessary to minimize the increases in storm water runoff and flooding. (This has not occurred, but our development, if allowed as a PUD, could retain the unique natural features of the property and minimize runoff off-site.)

- 8-12 For those portions of the "verge" area which are designated for residential development ... low gross densities where vital areas are retained as open space and the dwelling units are concentrated....
- 8-26 Existing land uses will expand in a manner which continues the predominant character or type of desired land use. The "like with like" concept will be the prevailing policy, particularly with regard to residential land uses.

Section III(i)
Air Quality

This community will be 100% residential, with substantial amounts of open space; therefore, air quality will be unaffected. During construction, any burning which is necessary will be done with the approval of the Florida Division of Forestry, to maintain air quality in adjacent areas.

JULY 1984 AMENDMENT
TO THE
PETITION FOR PUD APPROVAL
FOR
CRYSTAL RIVER VILLAGE

SUBMITTED TO THE
CRYSTAL RIVER CITY MANAGER
FOR THE
CRYSTAL RIVER CITY COUNCIL

BY

DONALD R. WHITEHURST, OWNER
3135 U.S. 19 NORTH
CLEARWATER, FLORIDA 33516

prepared by

Central Florida Planning and Development Corporation

Route 2, Box 185-A

Dunnellon, Florida 32630

ADDITIONAL

CRYSTAL RIVER VILLAGE STIPULATIONS

SUMMARY

1. Berms. 4 to 15 feet high. Evergreen trees, shrubs, grass and irrigation to be provided by applicant.
2. Emergency Access. 2 additional gated exits for emergency use only at the north and south ends.
3. Dead-end Streets. A paved 60' circle or 'T' at each.
4. Spacing Between Units. Minimum 10'.
5. Residency Requirement. Restricted to adults, no children.
6. Recreational Amenities. A 5,000 square foot minimum clubhouse, swimming pool and shuffleboard courts.
7. Parking. A minimum of two paved spaces per dwelling unit.
8. Density. 600 units or less.

The following information is provided as a supplement to clarify various issues or concerns raised by the Crystal River City Council in regard to Crystal River Village. The applicant desires that this amendment be considered as an amendment to the petition submitted on April 17, 1984 and revised on June 28, 1984. The applicant hereby requests that the information which follows be used, where appropriate, in developing the stipulations and conditions which are to be met as a part of the City Council approval of the Crystal River Village Planned Unit Development.

1. Berms

A. Locations. To be provided along the entire west side and along the entire south side. May be provided, at the option of the applicant, at selected locations on the east and north boundaries without the need to petition Council for an amended site plan.

B. Standards For Construction. (See Exhibits 1 and 2)

- (1) Minimum of 4' high, 15' wide.
- (2) Height may vary to provide an undulating appearance for aesthetic purposes.
- (3) Vegetation shall include evergreen trees on top, at a minimum spacing of 6' between trees. A solid wood or masonry fence, with a minimum height of 2', may substitute for the trees. Evergreen shrubs or trees are proposed for the side slopes. Mulch with grass seed, or sod, will stabilize all portions of the berms.
- (4) Irrigation will be provided for all berms.

C. Maintenance. Applicant will replace any trees or shrubs which die during the first five years, and will mow, trim, fertilize and otherwise maintain the vegetation, grass and all other improvements.

2. Emergency Access

Two emergency access points will be constructed at the northwest corner and either at the south side connecting to Mayo Drive or on the west-central side connecting to the new C.R. 44 extension. Each entrance will be blocked with either a break-away decorative fence or a swinging gate, with the design specifications prepared by a licensed engineer.

3. Dead-end Streets

Each cul-de-sac in the community will be provided with either a 60' diameter paved turnaround or a 60' hammerhead 'T', also paved.

4. Fire Hydrants (See Exhibit 3, Part 10.3)

The applicant has located fire hydrants to meet minimum standards for mobile home parks. Additional locations as deemed necessary by City Council and the Crystal River Fire Chief will, within reason, be considered negotiable by the applicant.

5. Spacing Between Homes (See Exhibit 3, Part 3.3.2)

No two mobile homes will be closer than 10 feet from each other, as per the above-referenced standards. Where double-wides are centered on 50' lots, the typical spacing between units without accessory buildings will be 26 feet. Where the separation between two units is the minimum as described above, the opposite side yards will be substantially increased ... in accord with Article 12-1.10 (d) of the Crystal River Zoning Ordinance which states: "Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of this zoning code."

6. Tax Revenues (See Exhibit 4)

An amended tax computation documents the methodology utilized in arriving at the municipal tax revenue estimates contained in the original petition.

Existing conventional homes contiguous to the proposed community generate an average of \$100 in annual city tax revenues. Conventional homes valued at \$45,000 on owner-occupied lots might generate \$126 in annual city tax revenues per unit per year.

The applicant's planning consultants estimate that the average per unit city tax revenue from the planned community will be \$166. The school board will realize a windfall of \$39 to \$79 per unit each year ... between \$22,581 and \$45,741 depending upon whether the units are single-wide or double-wide.

Very substantial county taxes will be paid on this property, including roads, utilities, all rental lots and common areas, and extensive recreational facilities around the lake. The applicant will own all of this, and, he will pay taxes on all of it. We have not placed a dollar value on this, as we consider the primary issue to be municipal impacts.

7. Restricted Community

This will be an adult community. The only children will be visitors; i.e. with grandparents.

Our attorneys have thoroughly reviewed the Florida and Federal statutes, and there are no laws which preclude the applicant's capability to restrict residency to couples with-

out children. Allowing children in the community would detract from sales to the main market ... retirees.

8. Transients

This is a quality community which will have permanent residents living in permanently placed units with attached accessory buildings, screened porches, carports, skirting, expensive and well-maintained landscaping, paved sidewalks on both sides of every street and a paved driveway capable of holding at least two cars on every lot. Underground utilities and extensive recreational amenities add to the quality of the community. Transients cannot afford to reside in such a community, they will not be welcome or solicited by the applicant, and, they certainly would not be tolerated by those permanent residents who will have a substantial investment in, and a commitment to, their community.

9. Pavement Widths

The 20' pavement width exceeds that found on virtually all existing streets in Crystal River, and it meets or exceeds minimum standards generally accepted for subdivisions and adopted by the City of Crystal River.

10. Fire Hazard (See Exhibit 5)

The strict fire safety requirement for manufactured housing has reduced the fire rate below that for conventional housing; therefore, the probability that a fire will even start in this community will be lower than if it were built entirely with conventional homes.

11. Utility Placement

As the owner of virtually all land within the PUD, the applicant has the capability of placing utilities wherever it is most convenient, without the need for rights-of-way or easements. Within existing Unit 1, the utilities are already in place.

12. Recreational Specifications

The applicant certifies that the recreation facilities will include, at a minimum:

Clubhouse, including a total area of 5,000 square feet, kitchen, card room, billiards, laundry, dining and meeting rooms, bathrooms, miscellaneous equipment and a full schedule of activities. A swimming pool and shuffleboard outside.

13. Owners Land Value (See Exhibit 6)

A recent appraisal of Serendipity shows a per lot value of \$15,500 per space. We have used \$14,084 in Crystal River.

14. Impact Fees

The applicant is providing a cash payment of \$32,000 to assist with the paving of C.R. 44. This equals \$53 per space. An estimated 1,800 feet of 60-foot wide right-of-way, totaling 2.48 acres are being donated to the City of Crystal River. The applicant is providing a community which will be self-contained in terms of road maintenance, utility maintenance, most security, the provision of recreational opportunities, etc. For these reasons, the costs to the municipality will be exceeded by the tax revenues generated, and any comparison with other cities or conventional development is inappropriate.

Stuart, Florida, for example, charges an impact fee to cover the additional costs anticipated for new developments. The problem with comparing Crystal River and Stuart, however, is that the water and sewer hookup fee is very high (\$2000 per unit) whereas the Stuart rate is only \$1045 per unit. In other words, the two cities are not comparable when using one set of figures without examining all sources of municipal fees.

15. DRI

The Development of Regional Impact threshold in Citrus County is 750 units. This community is not a DRI because it contains only 600 units.

There are no regional impacts of a negative nature which can be attributed to this community. There will be no impact on Kings Bay and Crystal River. Traffic volumes on U.S. 19 will actually be reduced when C.R. 44 is built as an alternate route for local traffic. During 4 public hearings, not one example of an adverse regional impact was raised by any member of the audience, Planning Commission, or City Council.

16. Parking

As noted in section 8, each space will have a paved driveway capable of parking at least two vehicles.

17. Incompatibility

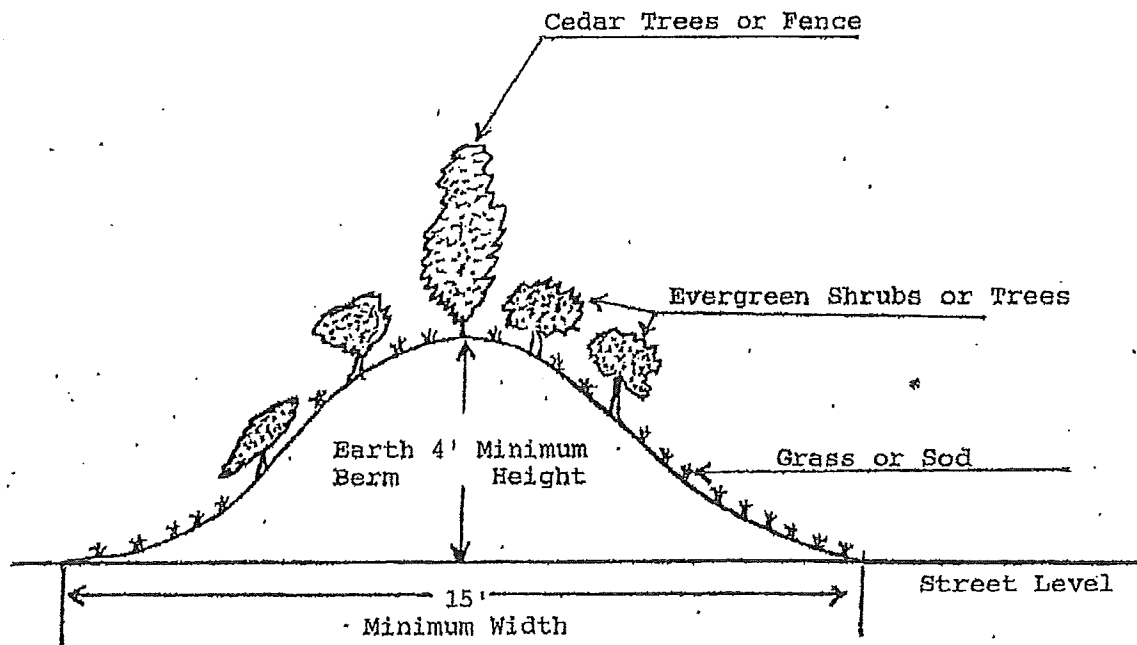
As stated in the Crystal River PUD Ordinance, and intent of a PUD is to: "Provide an environment of stable character compatible with surrounding residential areas." This community has been designed to satisfy this intent, and not one single person has stated that it will be incompatible with adjacent land uses.

18. Density

A conventional mobile home park requires a minimum of 6,000 square feet per unit, or about 7 units per acre (7.26). This planned unit development is well below the level that could be approved under conventional zoning for mobile home use, at 6 units per acre.

EXHIBIT 1

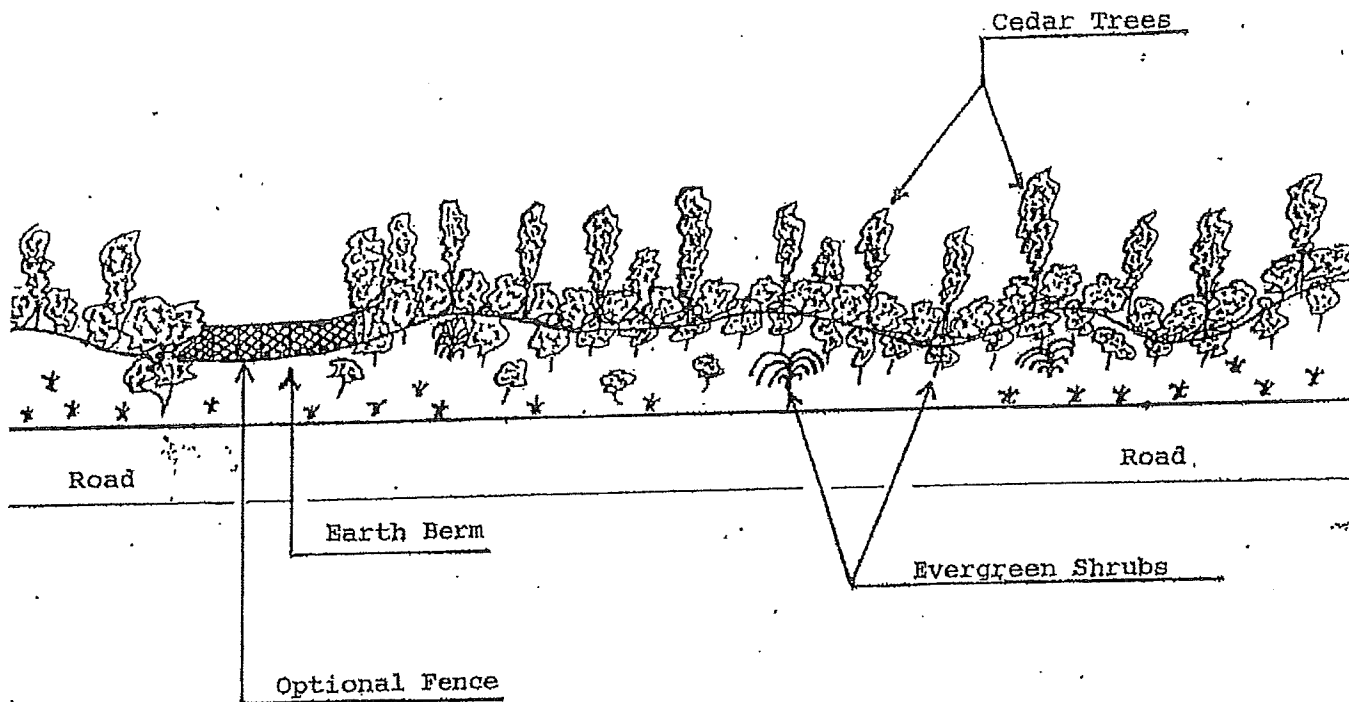
TYPICAL BERM CROSS-SECTION



Standards

1. Vegetation. Cedar trees to be planted 6' apart in middle of berm, with no minimum height when planted. A solid masonry or wood fence (2' minimum) may be substituted for trees. Evergreen shrubs or trees to be planted on side slopes, at a minimum spacing of 6'. All side slopes are to be seeded with mulch or sodded.
2. Irrigation. An underground sprinkler system shall be installed to provide periodic watering.
3. Maintenance. During the first 5 years, any trees or shrubs which die will be replaced. Applicant will mow, trim, fertilize and otherwise maintain the vegetation and grass.

EXHIBIT 2
TYPICAL BERM SIDE VIEW



Standards

1. Berm height 4' above road elevation (minimum), variable above that
2. Fence height 2' above berm top (minimum), may be higher.
3. Cedar trees every 6' (minimum) along top of berm, except where there is an optional fence.
4. Evergreen shrubs every 6' (minimum), between cedar trees and on side slopes.
5. All side slopes to be seeded with mulch, or, sodded.

TAKEN FROM:
NATIONAL
FIRE
PROTECTION
ASSOCIATION

Committee on
Mobile Homes and Recreational Vehicles
Meeting as of Date of Balloting (March 1977)

Coordinating Committee

Lloyd W. Garner, Chairman
Cobb County Fire Department, P.O. Box 649, Marietta, GA 30067
George H. Tryon, Administrative Secretary
National Fire Protection Association, 470 Atlantic Ave., Boston, MA 02210

Delavan J. Arnold, Veeco Company
Russell R. Baber, State of California, Department of Housing and Community Development (Chairman, Sectional Committee on Mobile Homes)
Artie D. Barker, Idaho State Electrical Board
C. E. Blom, American Association of Retired Persons
Willard E. Bryant, Maryland Dept. of Economic & Community Development (National Conference of States on Building Codes and Standards)
Walter H. Burke, Veterans Administration
E. William Feig, Ulta Mutual Insurance Company (Chairman, Sectional Committee on Recreational Vehicle Parks and Campgrounds)
Donald R. Fairman, U.S. Dept. of Housing & Urban Development, Federal Housing Administration (Chairman, Sectional Committee on Mobile Home Installations)
James G. Gump, Office of Building Standards and Codes Services, National Bureau of Standards, U. S. Department of Commerce
Jordan Helfman, American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.

Walter H. Johnson, National LRVs Association (Chairman, Sectional Committee on Recreational Vehicles)
Norman Lattier, International Ass. of Plumbing & Mechanical Officials
W. J. Smith, Underwriters Laboratories, Inc.
C. Vole Van Zandt, Fawcett Stone Corp.
Phillip R. Wootney, Kampgrounds of America
Vincent J. Wozniak, Elmwood Enterprises

Nonvoting Members

Francis E. Greenleaf, Western Manufacturer Housing Institute (Secretary, Federal Committee on Mobile Home Installation)
Henry Ormann, Manufactured Housing Institute (Secretary, Sectional Committee on Mobile Homes)
Phillip N. Shewke, Recreation Vehicle Industry Association (Secretary, Sectional Committee on Recreational Vehicle Parks and Campgrounds)

Membership

501A-3

Sectional Committee on Mobile Home Installations

Donald R. Fairman, Chairman
U.S. Department of Housing & Urban Development, Federal Housing Administration, Washington, DC 20410

Francis E. Greenleaf, Secretary
Western Manufactured Housing Institute
2835 East Lafayette Ave., Anaheim, CA 92809

Ted Baltzer, Texas Mobile Home Association
A. O. Barker, Idaho State Electrical Board (Sec. National Electrical Code Committee, International Association of Electrical Inspectors)
Richard H. Boat, Fire Marshals Association of North America
Hubert W. Boland, American Society of Civil Engineers
Pat Bontec, National Association of Home Builders
Norman Busch, Western Mobilehome Association
Tom Collins, Manufactured Housing Institute
Jane Kallgren Conrad, American Mobile Home Association/Mobile Home Life
Tom S. Gable, National Sanitation Foundation
Lloyd W. Garner, Fire Marshals Association of North America
Hans R. Griesel, National Safety Council
James G. Gump, National Bureau of Standards, U.S. Dept. of Commerce
R. M. Harman, Mobile Home & Recreational Vehicle Division, State of Utah

Jordan Helfman, American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
D. E. Hughes, American Gas Association
Walter H. Johnson, National Electrical Inspectors
Charles W. Lane, Commonwealth Institute
Norman J. Lattier, International Association of Plumbing & Mechanical Engineers
James E. Lewis, American Society of Heating Engineers
E. J. Orth, Jr., Electric Light & Power Group
Dr. Harry S. Pickett, Manufacturing Engineering Society
Kenneth D. Rhoden, Cold Seal, Division of LTL, Inc.
Paul L. Solomon, Department of Housing and Community Development, State of California
Ted L. Strasser, Nebraska Mobile Home Institute, Inc.
Victor Soben, American Society of Mechanical Engineers
J. Herbert Witter, American Assn. of Retired Persons

Alternates

S. L. Dirschman, American Gas Association (Alternate to D. E. Hughes)
Robert J. Collins, National Association of Manufacturers (Alternate to Tom S. Gable)
James H. Pickett, National Bureau of Standards (Alternate to James G. Gump)
John Piercing, National Safety Council (Alternate to Hans R. Griesel)
Nicholas A. LaCours, American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (Alternate to D. E. Hughes)
Neil MacLean, International Association of Plumbing & Mechanical Engineers (Alternate to Norman J. Lattier)
Ronald B. Singer, Southern California Edison Company (Alternate to E. J. Orth, Jr.)
Alan R. Trellis, National Association of Home Builders (Alternate to Pat Bontec)

Nonvoting

Walter H. Burke, Veterans Administration
Eric Kent, Canadian Standards Association
Willard E. Bryant, National Fire Protection Association
Henry Feig, Canadian Standards Association

Membership

Mobile Home Service Equipment. That equipment containing the disconnecting means, overcurrent protective devices, and receptacles or other means for connecting a mobile home feeder assembly.

Mobile Home Site. A designated parcel of land in a mobile home park designed for the accommodation of one mobile home, its accessory buildings or structures, and accessory equipment for the exclusive use of the occupants.

Mobile Home Stand. That area of a mobile home site which has been reserved for the placement of a mobile home.

Occupied Area. The total of all of the site area covered by a mobile home and roofed mobile home accessory buildings and structures on a mobile home site.

Park Electrical Wiring System. All of the electrical wiring, fixtures, equipment and appurtenances related to electrical installations within a mobile home park, including the mobile home service equipment.

Park Street. A private way which affords principal means of access to abutting individual mobile home sites and auxiliary buildings.

Permanent Building. Any building except a mobile home or a mobile home accessory building or structure.

Pier. That portion of the support system between the footing and the mobile home exclusive of caps and shims.

Porch. An outside walking area having the floor elevated more than eight inches above grade.

Ramada. Any free-standing roof, or shade structure, installed or erected above an occupied mobile home or any portion thereof.

Special Permission. The written consent of the authority having jurisdiction.

Stabilizing Devices. All components of the anchoring and support systems such as piers, footings, ties, anchoring equipment, ground anchors and any other equipment which supports the mobile home and secures it to the ground.

Stabilizing System. A combination of the anchoring system and the support system when properly installed.

Storage Structure. A structure located on a mobile home site which is designed and used solely for the storage and use of personal equipment and possessions of the mobile home occupants.

Structure. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Support System. A combination of footings, piers, caps, and shims that will, when properly installed, support the mobile home.

Tie. Strap, cable or securing device used to connect the mobile home to ground anchors.

Vertical Tie. A tie intended to primarily resist the uplifting and overturning forces.

Windbreak. A vertical wall structure designed and erected as a free-standing unit, the vertical surface of which is not more than 50 percent open.

Part 3. Mobile Home Park Design and Land Use

3.1 General. The material in this Part contains provisions for new mobile home park design and land use where local regulations governing such design and land use are not in effect. The criteria is intended to give minimum guidance which is considered good practice.

3.2 Setbacks. Each mobile home shall be located at least 25 feet from any park property boundary line abutting upon a public street or highway.

3.3 Space Utilization. Site coverage and building separation in a mobile home park for each mobile home and its accessory structures shall be in accordance with the following:

3.3.1 The occupied area of a mobile home site shall not exceed 75 percent of the site area.

3.3.2 A mobile home shall not be located closer than 10 feet from any other mobile home or permanent building within the mobile home park. A mobile home accessory building shall not be closer than 3 feet from a mobile home or building on an adjacent site.

3.4 Access to Park Streets. Each mobile home site within a mobile home park shall have direct access to a park street. The access shall be an unobstructed area, not less than 14 feet in width.

Part 10. Mobile Home Park Fire Safety

10.1 General Park Fire Safety Considerations

10.1.1 **Park Location and Arrangement.** The location and arrangement of each mobile home park shall meet the approval of the chief of the fire department responsible for providing the necessary fire protection services. Where there could be possible time response delays for emergency equipment (fire, police, or ambulance services) occasioned by a single access to a mobile home park (such as might be caused by railroad crossings, limited access highways, one-way streets, grades which can become impassable under snow or icing conditions), a second access, or emergency access roadway should be provided. A site plan shall be supplied to the fire and law enforcement agencies having jurisdiction.

NOTE: Such a "site plan" shall show the numerical designation or street name and number of each mobile home site in the park.

10.1.2 **Access to Mobile Homes for Fire Protection Services.** Access to a mobile home for fire protection services shall be such as to permit fire apparatus to approach within 100 feet of each mobile home.

10.1.3 **Clearance from Mobile Homes to Other Structures.** Mobile homes shall not be located closer than 10 feet from any other mobile home or permanent building within or adjacent to the mobile home park. A mobile home accessory building or structure shall not be closer than 3 feet from any adjacent mobile home or mobile home accessory building or structure. (See also 3.3.2 and 5.7.)

Exception: See Paragraph 5.9.2

10.1.4 **Use of Fire Protection Equipment.** The mobile home park operator should instruct his staff in the use of the fire protection equipment available in the park and define their specific duties in the event of fire. Tenants should be instructed in applicable fire prevention and fire protection rules (see Section 10.5 herein).

10.1.5 **Incinerators.** Where provision is made for the burning of rubbish in the park, incinerators shall be constructed in accordance with the *NFPA Standard on Incinerators (NFPA 82-1972)*.

10.1.6 **Outside Hazards.** Care shall be taken to maintain the park area free of dry brush, leaves and weeds, which might communicate fires between mobile homes and other buildings in the park.

10.1.7 **Heat Tapes.** As noted in 7.1.5.3, heat tapes shall be of the listed type.

10.2 Fire Detection and Alarm Services

10.2.1 **Detection Systems in Buildings Open to the Public.** Fire detection and alarm systems installed in buildings open to the public shall be installed in accordance with the *NFPA Standard on Local Protective Signaling Systems (NFPA 72A-1975)*.

NOTE: See NFPA Standards No. 71, 72B, 72C or 72D for other suitable types of fire protective signaling systems.

10.2.2 **Public Fire Alarm Services.** Street fire alarm services for the park, if provided, shall be in accordance with the *NFPA Standard for the Installation, Maintenance and Use of Public Fire Service Communications (NFPA 73-1975)*. Where such services are not available, alarm procedures shall be posted in each mobile home and in each public building in the park as required by the local fire department.

10.3 **Water Supplies for Fire Protection.** Water supplies for fire department operations shall be as required by the authority having jurisdiction. Where there are no such requirements, water supplies shall be adequate to permit the effective operation of at least two 1½-inch hose streams on any fire in a mobile home or elsewhere in the mobile home park whether the supply is derived from hydrants connected to an underground water supply system, a reservoir or water supply source of not less than 3,000 gallons (suitably accessible for fire department drafting operations), or fire department apparatus equipped with a water tank(s) constructed in accordance with the *NFPA Standard for Automotive Fire Apparatus (NFPA 1901-1975)*. Hydrants, if provided, shall be located along park streets or public ways readily accessible for fire department use and located within 500 feet of all mobile home sites. Hydrant hose coupling threads shall be national standard threads (see *NFPA Standard for Screw Threads and Gaskets for Fire Hose Connections, NFPA 194-1974*) or shall conform to those used by the local fire department if different from those specified in the referenced Standard.

10.4 Mobile Home Park Portable Fire Fighting Facilities

10.4.1 **Permanent Buildings.** Permanent buildings shall be provided with listed portable fire extinguishers in accordance with the provision of the *NFPA Standard for Portable Fire Extinguishers (NFPA 10-1975 (ANSI))*.

EXHIBIT 4

COMPARISON BETWEEN CONVENTIONAL AND MOBILE
HOME DWELLING UNIT TAX REVENUES

COMPARISON BETWEEN CONVENTIONAL AND MOBILE
HOME DWELLING UNIT TAX REVENUES

A. Mobile Homes

1. Tag Fees. GFPDC contacted Charles H. Allen, Property Appraiser, and the Division of Motor Vehicles, Kirkman Building, Tallahassee, for the following facts.

a. 66' Mobile Home Fee = \$ 81.00
66' Double-wide = \$162.00

- b. From each tag fee, the State of Florida deducts the following:

(1) \$.50 to service and registration
(2) \$.50 to air pollution control
(3) \$1.50 to general fund

\$2.50 Total State Deduction

- c. After deducting the \$2.50 in State Fees, one-half of the tag fee remaining is returned to the local government, and one-half to the county board of education.

- d. Results:

<u>Unit</u>	<u>Size</u>	<u>City Revenue Per Unit.</u>	<u>School Board Revenue Per Unit</u>
Single-wide	66'	\$39.25	\$39.25
Double-wide	66'	\$79.75	\$79.75

2. Municipal Revenues

- a. GFPDC conservatively estimates municipal revenues from tag sales as being constituted of 1/2 single-wides and 1/2 double-wides. The actual ratio of double-wides is expected to be substantially higher (see petition).

- b. If the entire community was 600 mobile home units (we computed it this way for comparative purposes) the municipal revenues would be a minimum of:

300 x 39.25 = \$11,775.00 per year

300 x 79.75 = \$23,925.00 per year

TOTAL \$35,700.00 per year

JUST FROM TAG FEES.

c. If the entire community was 600 double-wides, the municipal revenue would be \$47,850.

3. Total City Tax Revenues

As previously noted in our petition, adding all other revenues from taxes this community would, with 600 mobile homes, generate about \$100,000.00 in annual city taxes, or, \$166.00 per unit per year. This forms the basis for a comparison with conventional houses.

B. Conventional Homes

1. Existing On-Site or Contiguous 1983 City Tax Paid

a. Lot 13, CRV \$161.38

b. Lot 14, CRV 139.86

c. Stony, *PG 0.00

Average Tax \$100.41

2. Hypothetical Values and Revenues

a. Assume an average home to cost \$45,000.00

b. Assume an average lot to value 14,000.00

Total \$59,000.00

- Homestead Exemption - 25,000.00

Taxable Value \$34,000.00

c. Assume city milage 3.7 mils * .0037

Average Tax \$ 125.80

C. Conclusions

Neither the existing conventional homes in the area, nor hypothetical homes at an average cost of \$45,000.00, will generate as much per unit as a mobile home on a rental lot. The taxable value, after homestead exemption, must equal \$44,864.86 for a conventional house to generate the same tax revenues as a mobile home...this would, in the above example with \$14,000.00 in land value, require an average

home value of \$55,864.86!!

*Mr. Stony spoke at the 2nd Planning Board hearing, objecting to the fact that mobile homes do not pay any taxes. His home and lot are in Paradise Gardens.

EXHIBIT 5

RELATIVE BENEFITS

In addition to tax contributions, it is helpful to consider the relative burden of mobile home owners on county services including roads, water and sewer systems, schools, police and fire protection, etc.

All citizens use public roads. However, roads and other services located within a park are paid for and maintained by the park owner, not by county tax dollars. In addition, the roads are considered improvements to the real property and, therefore, the park owner (and consequently the residents) will pay taxes for these items. Instead of being provided these services by the county, it is likely that the park owner and, therefore, the residents pay extra for these services.

Public school systems make up a large portion of a county's budget; however, the 1970 census (1980 data not available as of this writing) shows that there is only one child per five mobile homes or .2 children per mobile home. In comparison 1970 census figures reveal site built home households have an average of 1.5 children (1980 census figures show 1.6 children per household). In addition, a 1981 study for Foremost Insurance found that 76% of Florida mobile home residents sampled are over 50 years old. Generally, this group has few school age children. It is clear that mobile home residents are less of a burden for a school system than site built home residents.

Alarm Alert (July, 1982), a recent publication from the State Fire Marshall states that manufactured or mobile homes represent only 1.7% of all reported fires in Florida. This is far below the percentage of mobile homes or trailers to total housing units reported by 1980 census figures in Table 9. According to the State Fire Marshall, this low percentage is a result of the strict fire safety requirement for manufactured housing imposed by the Department of Housing and Urban Development in 1976. As reported by the Florida Manufactured Housing Association, data from the National Fire Protection Association show that, nationally, mobile homes manufactured since 1976 have an incidence of fire 30% lower than site built homes. In addition, mobile homes in parks will have less police protection than site built housing because police are not routinely allowed on private property.

Although county services are provided on the basis of need not by tax contribution or ability to pay, it is evident that mobile home residents are a relatively small burden on tax funded county services.

FLORIDA MOBILE HOME TAX CONTRIBUTIONS
Center for Economic & Marketing Services
UNIVERSITY OF FLORIDA
TAMPA, FL. / G. Harley Mellish - PH.D.
DIRECTOR

JOSEPH H. HARRELL & ASSOCIATES, INC.

J. H. HARRELL M.A.I., APPRAISER

Appraisers

CERTIFICATE OF VALUATION

The undersigned appraiser hereby certifies that application for valuation, having been made by Mr. John Thomas, on behalf of Mr. D. R. Whitehurst, that he has personally examined and appraised the Serendipity Mobile Home Village and Commercial Plaza, located at 3135 U.S. Highway 19 N., Clearwater, Florida.

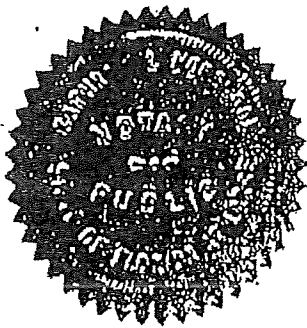
It is his opinion, that as of April 2, 1984, the estimated market value of the subject property was:

Estimated Contributory Value of Commercial Properties: \$2,050,000.00

Estimated Contributory Value of Mobile Home Park: \$6,400,000.00

ESTIMATED VALUE OF SUBJECT PROPERTY: \$8,450,000.00

The appraiser certifies he has no personal interest in the property, either present or contemplated, and employment in and compensation for making the appraisal are in no manner contingent upon the value reported.



JOSEPH H. HARRELL & ASSOCIATES, INC.

Joseph H. Harrell
Joseph H. Harrell, M.A.I.

Sworn to and subscribed before me,
this 25th day of April, 1984.

William L. ...
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES 06.22.1984
BONDED AND UNDER \$100,000.00

ROAD RESEARCH

RE: Measurements of various road in Crystal River, Citrus County, Florida as of 7/26/84

John:

The following is a list of various roads in Crystal River, and their measurements.

<u>NAME OF ROAD/STREET</u>	<u>LOCATION</u>	<u>MEASUREMENT</u>
SE Paradise Point Road	A well traveled road that goes from US 19 (Corner of SunBank) to Port Paradise and residential homes	20 feet
SE 3rd Court	Picardy Village, residential subdivision off of SE Paradise Point Road	14' 6"
Cutler Spur Blvd.	Major blvd. that is the by-pass road in Crystal River	21' 10"
NE 9th Street	1 block from C.R.M.S. residential area	17'
NE 3rd Avenue	1 block from C.R.M.S. residential area	18'
NW 19th Street	Main road into Woodland Estates-residential area	18'
NW 17th Street	A Road off the the main road in Woodland Estates	15'
Kingsbay Drive	A well traveled road that goes from US 19 (corner of Citizens) to Pete's Pier, and services alot of residential areas and subdivisions	18'

SUBMITTED this 27th day of July, 1984, by Richard Price.

EXHIBIT "C"
SEWER CONNECTION AGREEMENT

SEWER CONNECTION AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of March, 1986, between DON R. WHITEHURST and JEAN V. WHITEHURST, Serendipity Homes, 3135 U.S. Highway 19 North, Clearwater, Florida 33575, hereinafter referred to as DEVELOPER and the CITY OF CRYSTAL RIVER, a municipal corporation authorized under the laws of the State of Florida, hereinafter referred to as CITY.

WHEREAS, DEVELOPER is the owner of certain real property described on the attached Exhibit A incorporated herein by reference, and

WHEREAS, the DEVELOPER intends to place certain improvements upon such property pursuant to the plans and specifications submitted to the CITY by such DEVELOPER which such designated use design and plans represent a material and an express condition of this Agreement with the CITY and shall be referred to as the PROJECT. Further, all of the PROJECT has been approved as a planned unit development and shall likewise be referred to and considered as part of the PROJECT. Such plans are attached hereto and incorporated herein by reference. However, it is understood that it is only the first phase of such PROJECT involving 253 lots that are subject to this Agreement.

WHEREAS, the CITY has the capacity available at its sewer facility and shall reserve for the DEVELOPER Fifty-One Thousand Nine Hundred (51,900) gallons per day flow to service 253 lots in Phase I of the PROJECT and such reservation being a material consideration to the DEVELOPER and the CITY obligating itself to preserve such capacity to the extent that such can not be offered to other development projects.

NOW, THEREFORE, the parties, for the purpose expressed herein, promise, agree and covenant as follows:

1. The CITY shall provide to the DEVELOPER Fifty-One Thousand Nine Hundred (51,900) gallons per day flow to service 253 lots in Phase I of the PROJECT from its sanitary sewer collection system currently in existence for the PROJECT proposed by the DEVELOPER.

2. That the DEVELOPER has constructed all necessary lines to effectuate the connection of sewer services to the CITY's facilities pursuant to the design plans and specifications shown on the attached engineering plans marked Exhibit B and incorporated herein by reference and the CITY has inspected and approved of same. All costs of such construction, engineering and inspections shall be the responsibility of the DEVELOPER. Said plans show all improvements including all sewer lines, shall be placed upon the private property of the DEVELOPER, with the CITY's lift station abutting at the NW corner.

3. There shall be no changes, modifications, alterations, amendments or deletions, no matter their kind or nature in the scope of the PROJECT as represented to the CITY or the engineering design plans for the sewer connection lines unless written approval is first obtained from the CITY.

4. It is agreed by the parties hereto that the DEVELOPER shall pay to the CITY all required hookup fees upon execution of this Agreement in the amounts and the time table set forth in paragraph 19 herein. Said hookup fees are calculated upon one (1) Equivalent Residential Unit at the cost of \$1,050.00 per Equivalent Residential Unit multiplied by Two Hundred Fifty Three (253) residential units, comprising a part of the units, proposed pursuant to the PROJECT plans of the DEVELOPER. Other individual commercial establishments such as small stores and shops, separate single offices and similar unit facilities shall be equal to one (1) Equivalent Residential Unit for each restroom. The reservation of capacity is estimated based upon the normal average waste flows associated with each Equivalent Residential Unit computed to be contained within the PROJECT. The hookup fees paid by the DEVELOPER are non-refundable, however, if there are any minor changes or modifications to the PROJECT or a minor change in the number of Equivalent Residential Unit calculated, the hookup fees shall be appropriately adjusted upon application to the CITY.

5. Hookup fees paid to the CITY become the sole property of the CITY upon payment and shall be full payment to the CITY for reserving the estimated capacity for the DEVELOPER's PROJECT. However, the reservation of capacity is based upon estimated Equivalent Residential Units and nothing herein shall be construed to grant, transfer or reserve capacity at the CITY's sewer facilities that are in excess of that actually estimated to be utilized by each calculated Equivalent Residential Unit.

6. The CITY shall place all hookup fees paid by the DEVELOPER in a special interest bearing fund upon payment with all such proceeds and accumulated interest being the CITY's. Such is created solely to guarantee the DEVELOPER that funds will be available to make any approved refunds pursuant to the terms and conditions of this Agreement.

7. It is understood that the DEVELOPER shall have Forty-Eight (48) months from the date of this contract to complete its PROJECT i.e., apply and obtain all building permits, obtain certificates of occupancy from appropriate governmental bodies and to complete all connections and extension to the CITY's facilities. Failure to complete the PROJECT within the time provided above shall result in the complete and total forfeiture of the hookup fees paid by the DEVELOPER as to that portion of the project not connected to the CITY's system and the reservation of capacity shall be terminated with the CITY being entitled to contract for such capacity with any other prospective applicants. For the purposes of this paragraph 7, the completion of the PROJECT shall relate to the development work and improvements contemplated in Exhibit "B" attached hereto and shall not be constructed so as to relate to the installation of mobile home units on lots within the PROJECT or permitting relating hereto.

8. The CITY, in its sole discretion upon written request of the DEVELOPER may extend the time periods provided in Paragraph 7 above. Additionally, the CITY in its sole discretion

may allow a partial refund of the forfeited hookup fees, upon written request of the DEVELOPER. No findings of cause need be shown by the CITY in refusing to refund any hookup fees forfeited pursuant to Paragraph 7 above.

9. It is understood and agreed by the DEVELOPER and the CITY that all sewer line extensions and appurtenances thereto required to be constructed by the DEVELOPER pursuant to Paragraph 2 above, have been inspected and approved by the CITY. All such sewer lines are located on DEVELOPER's private property, and DEVELOPER shall retain title thereto in accordance with paragraph 12 set out in Exhibit "B" attached hereto. Nothing herein shall be construed to require the CITY to accept, operate or maintain any improvements constructed that are installed upon private property, although all such improvements have been inspected and shall comply with Paragraph 11 hereafter. All cost of inspections by the CITY shall be at the expense of the DEVELOPER and shall be paid to the CITY before final approval of final connection to the CITY facilities.

10. It is understood by the parties hereto that any monthly service charges levied for the use of sanitary sewer collection system shall be paid to the CITY in a like manner that all other similar customers of the system shall be charged.

11. It is understood by the parties hereto that the construction of the appropriate sewer lines described above by DEVELOPER shall comply with any and all regulations or requirements of the CITY's engineering staff, any and all requirements set forth by the duly enacted ordinances of the CITY, any and all requirements or regulations set forth by the governing body of Citrus County, and any and all requirements, regulations or laws of the State of Florida.

12. The CITY's sewer lift station is contiguous to the PROJECT, and no sewer collection system lines connecting DEVELOPER's property to the CITY facilities are required. In

accordance with the attached Exhibit "B", all utilities, water and sewer lines are to be installed by DEVELOPER who will retain ownership and be responsible for maintenance.

13. The parties hereby state that this Agreement constitutes the entire agreement between them and that there were no other statements, promises or agreements on the part of either party not included or specifically mentioned herein, and that all parties to this Agreement shall rely on its terms as set forth herein. Nothing herein shall supercede any ordinance in effect at the date of this Agreement or subsequently enacted.

14. This Agreement is not transferrable or assignable without the express written consent of the CITY and any such assignment shall only be approved if it is in the best interest of the public and only if the PROJECT remains that as represented, proposed and contemplated by this Agreement. Any such assignment shall be so conditional.

15. Failure of the DEVELOPER to adhere to any of the terms and conditions of this Agreement, including but not limited to the representations of its PROJECT, shall result in the breach of this Agreement, the denial of sewer hookup to the CITY facilities and the absolute forfeiture of all monies deposited with the CITY.

16. Any dispute over the terms, conditions, compliance and interpretation of this agreement shall be governed by the Laws of Florida and any and all such actions, claims and disputes shall be judicially resolved in Citrus County, Florida and such County shall be the venue.

17. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto.

18. That the DEVELOPER shall pay a sum of \$35,000.00 upon execution of this Agreement representing 33 Equivalent Residential Units, together with a one time PROJECT sewer connection fee, and the CITY shall promptly thereupon render the

PROJECT lift station operative. Thereafter, the DEVELOPER shall pay as follows:

- a. \$46,130.00 for 44 Equivalent Residential Units on or before June 3, 1986.
- b. \$46,130.00 for 44 Equivalent Residential Units on or before September 3, 1986.
- c. \$46,130.00 For 44 Equivalent Residential Units on or before December 3, 1986.
- d. \$46,130.00 for 44 Equivalent Residential Units on or before March 3, 1987.
- e. \$46,130.00 for 44 Equivalent Residential Units on or before June 3, 1987.

Failure of the DEVELOPER to make payment pursuant to the above time-table, will result in the forfeiture of all unpaid capacity and/or Equivalent Residential Unit set aside by this Agreement, result in a default hereunder, relieving the CITY from any further responsibility to provide sewer services to the project other than those units actually paid for subject to the provisions of paragraph 7 above.

19. It is further understood that water connection fees are separate and apart from this agreement and are governed by the policies of the CITY. All such fees for water connections are payable upon application for appropriate building permits. Provided that no building permit shall be issued upon proposed units in advance of the applicable sewer connection fees being paid as set forth in this Agreement.

20. The DEVELOPER is responsible for obtaining all applicable F.D.E.R. permits for the Project. If all such permits cannot be obtained within Forty-Five (45) days of this Agreement all monies paid shall be refunded to the DEVELOPER excluding any interest earned thereon by the CITY which shall be retained and this contract shall be automatically terminated. DEVELOPER shall produce proof of obtaining such permits within 45 days to the CITY.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals and executed this Agreement on the day and year first above mentioned.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

B. R. Whitehurst
WITNESS

Christie C. Whitehurst
WITNESS

ATTEST:

W. E. Whitehurst
WITNESS

Shirley L. Carroll
WITNESS

DEVELOPER

BY:

Title:

CITY OF CRYSTAL RIVER

BY:

Title:

LEGAL DESCRIPTION

A PART OF THE SE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$, THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$, THE SE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$, THE NE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$, ALL OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, ALSO A PART OF CRYSTAL RIVER VILLAGE UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:



EXHIBIT "A"

FROM THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, CITRUS COUNTY, FLORIDA, RUN THENCE N 0°03'56" W, ALONG THE 40 ACRE LINE, 77.85 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N 0°03'56" W, 800.23 FT.; THENCE N 89°56'04" E, 60.0 FT.; THENCE N 0°03'56" W, PARALLEL WITH THE 40 ACRE LINE, 450.42 FT. TO THE E-W CENTER LINE OF SAID SECTION 27, TOWNSHIP 18 S, RANGE 17 E; THENCE N 0°11'11" W, PARALLEL WITH THE 40 ACRE LINE, 1647.17 FT. TO THE NORTH LINE OF THE S $\frac{1}{2}$ OF THE S $\frac{1}{2}$ OF THE NE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E; THENCE N 89°43'09" E, ALONG SAID NORTH LINE OF THE S $\frac{1}{2}$ OF THE S $\frac{1}{2}$ OF THE NE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, 1308.64 FT. TO THE NE. CORNER OF THE S $\frac{1}{2}$ OF THE S $\frac{1}{2}$ OF THE NE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E; THENCE S 0°16'17" E, ALONG THE N-S CENTER LINE OF SAID SECTION 27, 3271.09 FT. TO THE NORTH RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE N 89°43'11" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF MAYO DRIVE, 361.94 FT.; THENCE N 0°03'56" W, 105.25 FT.; THENCE S 89°56'04" W, 410.0 FT.; THENCE N 0°03'56" W, 260.0 FT.; THENCE S 89°56'04" W, 605.0 FT. TO THE POINT OF BEGINNING.

PETITION FOR PUD APPROVAL
FOR
CRYSTAL RIVER VILLAGE

SUBMITTED TO THE
CRYSTAL RIVER PLANNING AND ZONING COMMISSION

BY
DONALD R. WHITEHURST, OWNER
3135 U.S. 19 NORTH
CLEARWATER, FLORIDA 33516

APPROVED BY CITY COUNCIL 7 August 1984
DATE

Phillip W. ...
COUNCIL PRESIDENT

ATTEST: Wallace A. Payne
CITY MANAGER/CITY CLERK

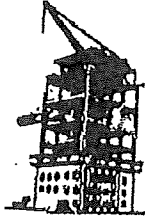
DATE OF SUBMITTAL
APRIL 17, 1984

REVISED
JUNE 28, 1984

PREPARED BY
CENTRAL FLORIDA PLANNING AND DEVELOPMENT CORPORATION
ROUTE 2, BOX 185-A
DUNNELLON, FLORIDA 32630

COMPOSITE EXHIBIT "B"

DM



**INTERNATIONAL
ENGINEERING &
CONSTRUCTION
SERVICES, INC.**

March 7, 1986

Mr. John Kelly
City Manager
City of Crystal River
Crystal River, Fl.

RE: Sanitary Sewer Inspection
Crystal River Village
Lot 531 - S.E. 17th Ave.
Crystal River, Fl. 32629

CERTIFICATION

We hereby certify to the City of Crystal River that we have inspected approximately 2300 L.F. of 10" P.V.C. Sanitary Sewer lines located from Manhole No. 1 through Manhole No. 11 inclusive and that they are constructed according to approved plans and specifications.

INTERNATIONAL ENGINEERING &
CONSTRUCTION SERVICES INC.

A handwritten signature in cursive script, appearing to read 'Kenneth C. Zechiel'.

Kenneth C. Zechiel, P.E. 9931
Vice/Pres.

EXHIBIT "D"
ORDINANCE 87-0-6

ORDINANCE NO. 87-0-6

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING FROM R-1 SINGLE FAMILY RESIDENTIAL ZONING TO PUD, PLANNED UNIT DEVELOPMENT ZONING OF CERTAIN PROPERTY LOCATED IN SECTION(S) 21, TOWNSHIP(S) 18 SOUTH, RANGE(S) 17 EAST; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, as follows:

1. The following described lands are hereby rezoned from R-1, Single Family Residential to PUD, Planned Unit Development;

Legal Description is attached hereto and made a part hereof marked Exhibit "A".

Application is contingent upon the conditions which are attached hereto and made a part hereof marked Exhibit "B".

as shown in Application 84-04.

2. The zoning map of the City of Crystal River, Florida, is hereby amended to reflect the changed described in Section 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. This Ordinance shall become effective as provided by Florida Law.

This Ordinance shall become effective the 27th day of May, 1987.

This Ordinance was introduced and placed on the first reading on the 12th day of May, 1987 and upon motion duly made and carried was adopted on the first reading.

This Ordinance was introduced and placed on the second reading on the 26th day of May, 1987 and upon motion duly made and carried was adopted on the second reading.

Marygrove J. Copeland
PRESIDENT OF THE CITY COUNCIL
CITY OF CRYSTAL RIVER

ATTESTED:

John A. Kelly
CITY MANAGER

Approved by me as Mayor of the City of Crystal River, Florida on this 27th day of May, 1987.

Herbert W. Williams
MAYOR, City of Crystal River



EXHIBIT "A"

PARCEL NO. 1 :

ALL OF THE LOTS OF CRYSTAL RIVER VILLAGE UNIT 1, EXCLUDING LOTS 13 AND 14, BLOCK B OF UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

PARCEL NO. 2 :

BEING A PART OF THE NW. $\frac{1}{4}$ & THE SW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, CRYSTAL RIVER, CITRUS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS :

FROM THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SAID SECTION 27, TOWNSHIP 18 S, RANGE 17 E, RUN THENCE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 1087.08 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 241.10 FT. TO THE SW. CORNER OF THE SE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SAID SECTION 27; THENCE N $0^{\circ}11'11''$ W, ALONG THE 40 ACRE LINE, 1647.37 FT.; THENCE N $89^{\circ}43'09''$ E, 1368.64 FT. TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 27; THENCE S $0^{\circ}16'17''$ E, ALONG SAID NORTH-SOUTH CENTER LINE, 3271.09 FT. TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE N $89^{\circ}43'11''$ W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 361.94 FT. TO THE SE. CORNER OF LOT 1, BLOCK "B", OF CRYSTAL RIVER VILLAGE UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINES OF SAID CRYSTAL RIVER VILLAGE UNIT 1 FOR THE NEXT SEVENTEEN (17) CALLS; 1) N $0^{\circ}03'56''$ W, 105.25 FT.; 2) S $89^{\circ}56'04''$ W, 610.0 FT.; 3) N $0^{\circ}03'56''$ W, 100.0 FT.; 4) N $89^{\circ}56'04''$ E, 100.0 FT.; 5) N $0^{\circ}03'56''$ W, 550.0 FT.; 6) S $89^{\circ}56'04''$ W, 85.0 FT.; 7) N $51^{\circ}00'25''$ E, 192.15 FT.; 8) N $44^{\circ}38'43''$ E, 174.85 FT.; 9) N $0^{\circ}03'56''$ W, 375.0 FT.; 10) S $89^{\circ}56'04''$ W, 375.0 FT.; 11) S $21^{\circ}20'08''$ W, 180.47 FT.; 12) S $32^{\circ}10'18''$ W, 156.02 FT.; 13) S $89^{\circ}56'04''$ W, 50.54 FT.; 14) A CURVE TO THE LEFT, WHOSE CHORD BEARS, N $27^{\circ}47'40''$ W, 92.02 FT., ARC OF 93.56 FT. AND RADIUS OF 148.57 FT.; 15) A CURVE TO THE RIGHT, WHOSE CHORD BEARS, N $22^{\circ}57'03''$ W, 154.44 FT., ARC OF 158.63 FT. AND RADIUS OF 198.57 FT.; 16) N $0^{\circ}03'56''$ W, 76.25 FT.; 17) S $89^{\circ}56'04''$ W, 15.0 FT. TO THE POINT OF BEGINNING.

LESS THE WEST 60.0 FT. OF THE NORTH 1888.58 FT. FOR ROAD RIGHT-OF-WAY.



PETITION FOR PUD APPROVAL
FOR
CRYSTAL RIVER VILLAGE

SUBMITTED TO THE
CRYSTAL RIVER PLANNING AND ZONING COMMISSION

BY
DONALD R. WHITEHURST, OWNER
3135 U.S. 19 NORTH
CLEARWATER, FLORIDA 33516

APPROVED BY CITY COUNCIL

7 August 1984
DATE

Phillip W. Price
COUNCIL PRESIDENT

ATTEST:

Walker A. Brown
CITY MANAGER/CITY CLERK

DATE OF SUBMITTAL
APRIL 17, 1984

REVISED
JUNE 28, 1984

PREPARED BY
CENTRAL FLORIDA PLANNING AND DEVELOPMENT CORPORATION
ROUTE 2, BOX 185-A
DUNNELLON, FLORIDA 32630



EXHIBIT "E"
ORDINANCE 87-0-14

ORDINANCE NO. 87-0-14

AN ORDINANCE AMENDING ORDINANCE 87-0-6, SECTION 1, OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR AN AMENDED SITE PLAN FOR THE CRYSTAL RIVER VILLAGE PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONDITIONS REGULATING MULTIPLE FAMILY AND COMMERCIAL DEVELOPMENT, SETTING CONDITIONS FOR THE CONSTRUCTION AND DEDICATION OF THE S.E. 8th AVENUE EXTENSION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, as follows:

Section 1.) Ordinance 87-0-6, Section 1 is hereby amended to read as follows;

1. The following described lands are hereby rezoned from R-1, Single Family Residential to PUD, Planned Unit Development:

Legal description is attached hereto and made a part hereof marked Exhibit "A".

Application is contingent upon adherence to the attached site plan made a part hereof marked Exhibit "B".

Application is contingent upon the conditions which are attached hereto and made a part hereof marked Exhibit "C".

as shown in Applications 84-04 and 87-02.

Section 2.) This Ordinance shall become effective immediately upon passage.

This Ordinance was introduced and placed on the first reading on the 14th day of July 1987 and upon motion duly made and carried was adopted on the first reading.

This Ordinance was introduced and placed on the second reading on the 28th day of July 1987 and upon motion duly made and carried was adopted on the second reading.

Margaret J. Copeland

PRESIDENT OF CITY COUNCIL
CITY OF CRYSTAL RIVER

ATTESTED:

John A. Kelly

CITY MANAGER

Approved by me as Mayor of the City of Crystal River, Florida on this 29th day of July, 1987.

Harold W. Williams

MAYOR, CITY OF CRYSTAL RIVER

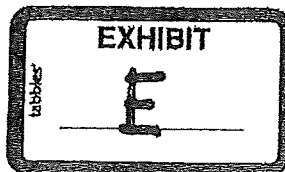


EXHIBIT "A"

PARCEL NO. 1 :

ALL OF THE LOTS OF CRYSTAL RIVER VILLAGE UNIT 1, EXCLUDING LOTS 13 AND 14, BLOCK B OF UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 4 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

PARCEL NO. 2 :

BEING A PART OF THE NW. $\frac{1}{4}$ & THE SW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, CRYSTAL RIVER, CITRUS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS :

FROM THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SAID SECTION 27, TOWNSHIP 18 S, RANGE 17 E, RUN THENCE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 1087.08 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 241.10 FT. TO THE SW. CORNER OF THE SE. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SAID SECTION 27; THENCE N $0^{\circ}11'11''$ W, ALONG THE 40 ACRE LINE, 1647.37 FT.; THENCE N $89^{\circ}43'09''$ E, 1368.64 FT. TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 27; THENCE S $0^{\circ}16'17''$ E, ALONG SAID NORTH-SOUTH CENTER LINE, 3271.09 FT. TO THE NORTHERLY RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE N $89^{\circ}43'11''$ W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 361.94 FT. TO THE SE. CORNER OF LOT 1, BLOCK "B", OF CRYSTAL RIVER VILLAGE UNIT 1, AS RECORDED IN PLAT BOOK 12, PAGE 5 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINES OF SAID CRYSTAL RIVER VILLAGE UNIT 1 FOR THE NEXT SEVENTEEN (17) CALLS; 1) N $0^{\circ}03'56''$ W, 105.25 FT.; 2) S $89^{\circ}56'04''$ W, 610.0 FT.; 3) N $0^{\circ}03'56''$ W, 100.0 FT.; 4) N $89^{\circ}56'04''$ E, 100.0 FT.; 5) N $0^{\circ}03'56''$ W, 550.0 FT.; 6) S $89^{\circ}56'04''$ W, 85.0 FT.; 7) N $51^{\circ}00'25''$ E, 192.16 FT.; 8) N $44^{\circ}38'43''$ E, 174.85 FT.; 9) N $0^{\circ}03'56''$ W, 375.0 FT.; 10) S $89^{\circ}56'04''$ W, 375.0 FT.; 11) S $21^{\circ}20'08''$ W, 180.47 FT.; 12) S $32^{\circ}10'18''$ W, 156.02 FT.; 13) S $89^{\circ}56'04''$ W, 50.54 FT.; 14) A CURVE TO THE LEFT, WHOSE CHORD BEARS, N $27^{\circ}47'40''$ W, 92.02 FT., ARC OF 93.56 FT. AND RADIUS OF 148.57 FT.; 15) A CURVE TO THE RIGHT, WHOSE CHORD BEARS, N $22^{\circ}57'03''$ W, 154.44 FT., ARC OF 158.63 FT. AND RADIUS OF 198.57 FT.; 16) N $0^{\circ}03'56''$ W, 76.25 FT.; 17) S $89^{\circ}56'04''$ W, 15.0 FT. TO THE POINT OF BEGINNING.

LESS THE WEST 60.0 FT. OF THE NORTH 1888.58 FT. FOR ROAD RIGHT-OF-WAY.

EXHIBIT "A"

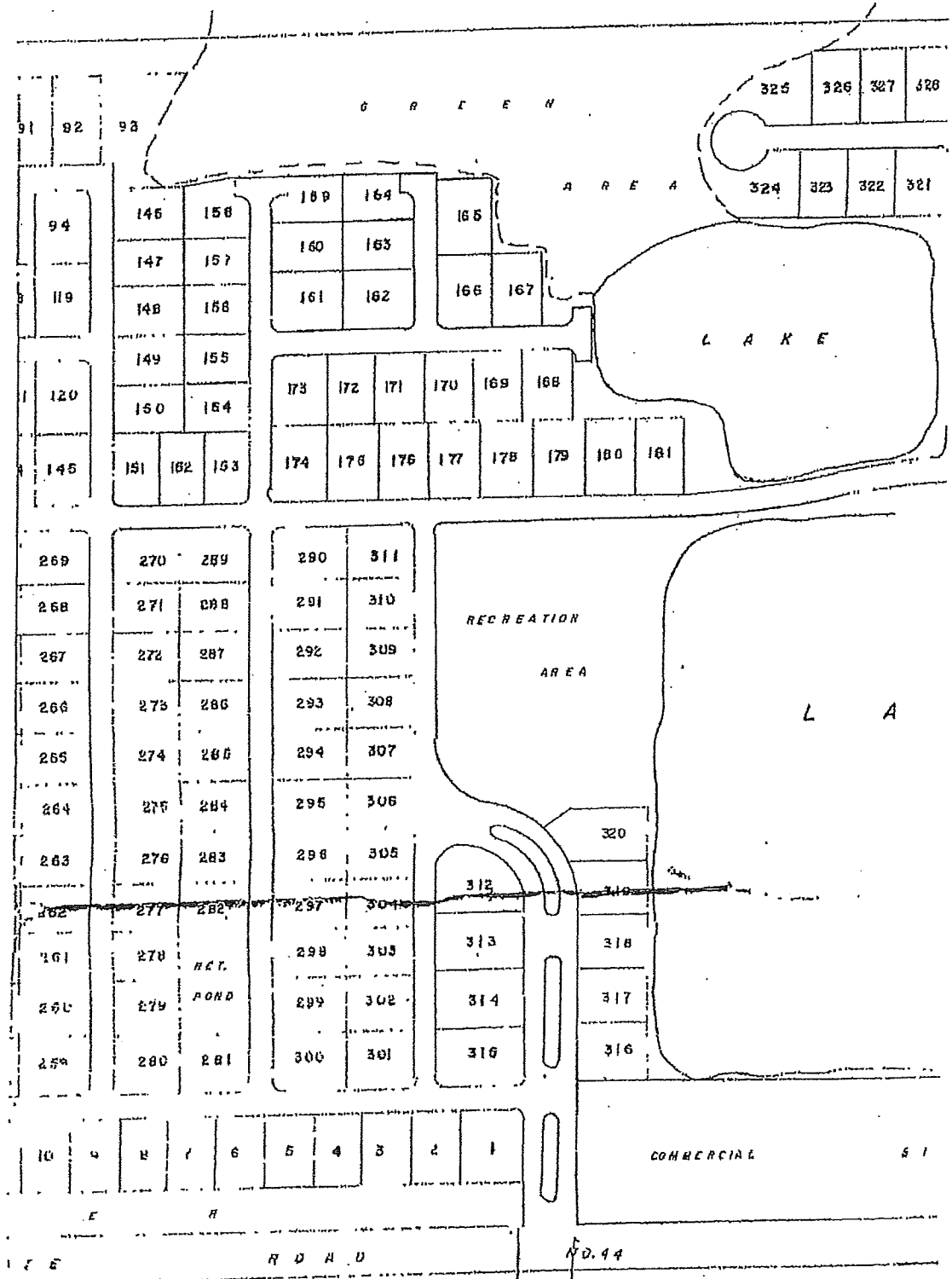
E A R L E E N
A R E A

			80	81	82	83	84	85	86	87	88	89	90	91	92
45	46	79	106	105	104	103	102	101	100	99	98	97	96	95	94
44	47	78	107	108	109	110	111	112	113	114	115	116	117	118	119
43	48	77	122	121	120	127	126	125	124	123	122	121	120		
42	49	76	132	131	130	129	128	127	126	125	124	123	122	121	120
41	50	75	133	134	135	136	137	138	139	140	141	142	143	144	145
40	51	74													
39															
38	52	73	182	203	204	225	226	247	248	269					
37	53	72	183	202	205	224	227	246	249	268					
36	54	71	184	201	206	223	228	245	250	267					
35	55	70	185	200	207	222	229	244	251	266					
34	56	69	186	199	208	221	230	243	252	265					
33	57	68	187	198	209	220	231	242	253	264					
32	58	67	188	197	210	219	232	241	254	263					
31	59	66	189	196	211	218	233	240	255	262					
30	60	65	190	195	212	217	234	239	256	261					
29	61	64	191	194	213	216	235	238	257	260					
28	62	63	192	193	214	215	236	237	258	259					
27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12

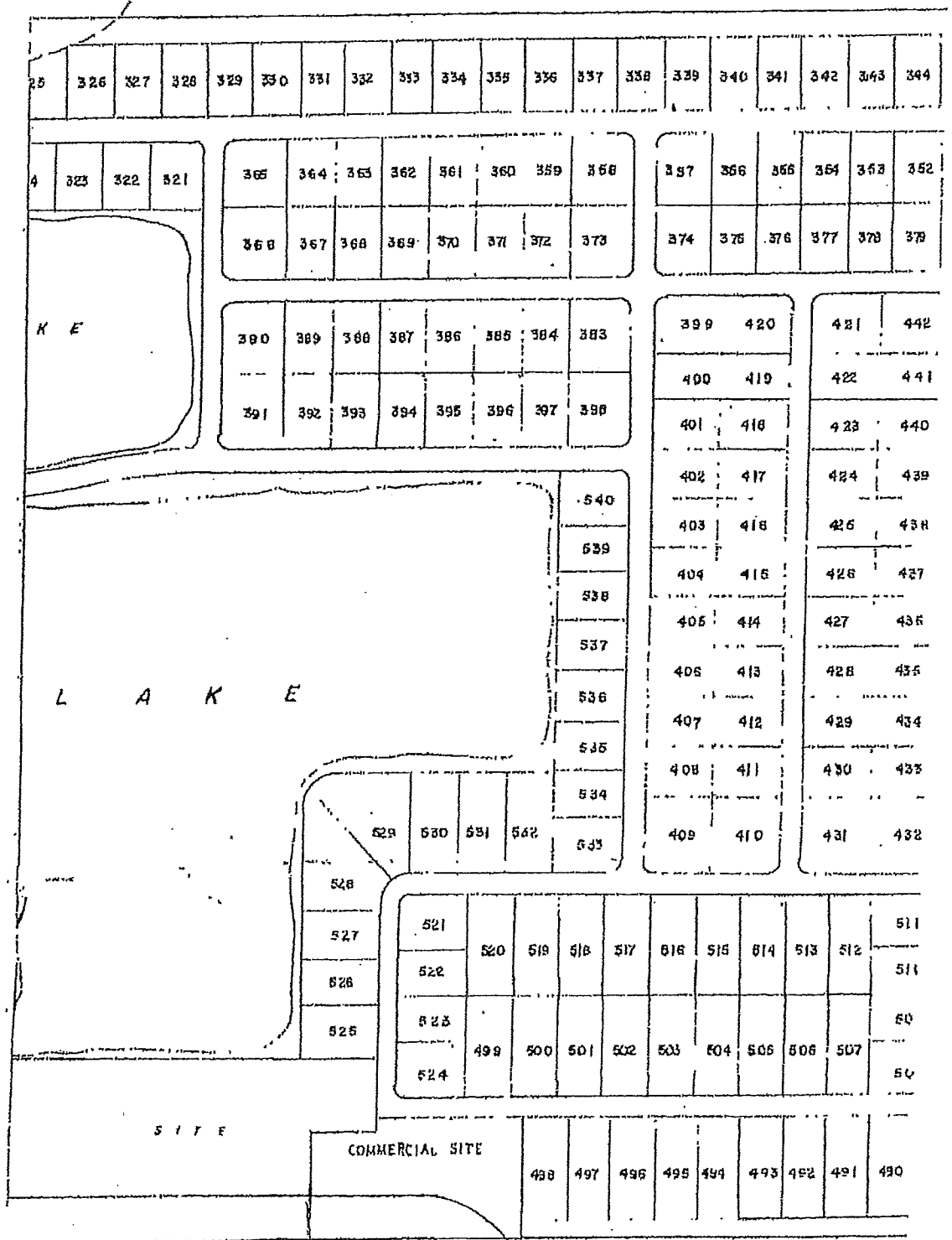
B U P F E
P R O P O S E D S T A T E

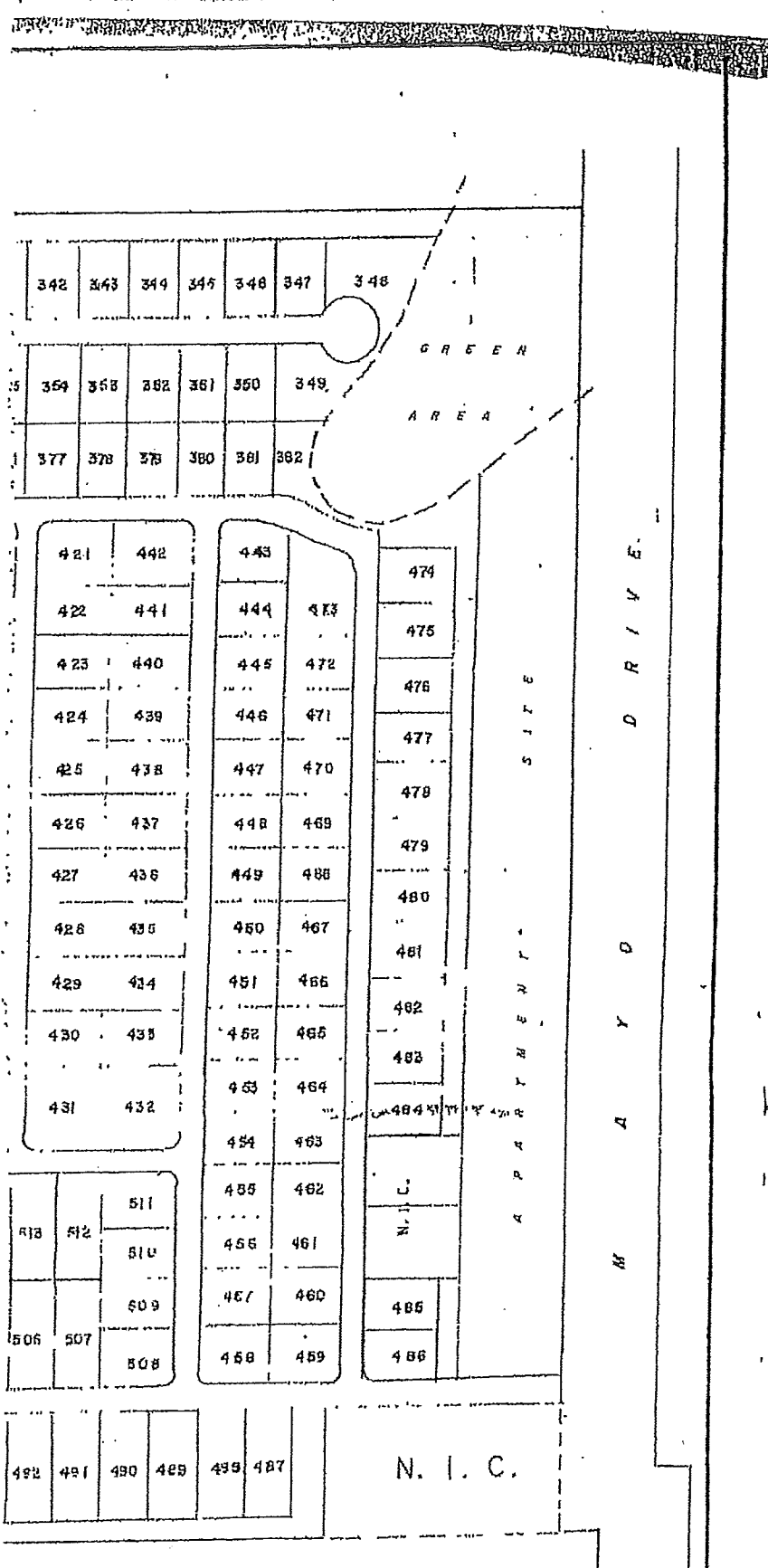
100

NOTES:
 MINIMUM 1
 STREET W



MINIMUM LOT SIZE: 48' x 80'
STREET WIDTH: 24'



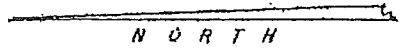


38	52	73	182	203	204	226	226	247	248	269
37	55	72	183	202	205	224	227	246	249	268
36	54	71	184	201	206	223	228	245	250	267
35	55	70	185	200	207	222	229	244	251	266
34	56	69	186	199	208	221	230	243	252	265
33	57	68	187	198	209	220	231	242	253	264
32	58	67	188	197	210	219	232	241	254	263
31	59	66	189	196	211	218	233	240	255	262
30	60	65	190	195	212	217	234	239	256	261
29	61	64	191	194	213	216	235	238	257	260
28	62	63	192	193	214	215	236	237	258	259

27	25	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9
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B U F F E
P R O P O S E D S T A T E

40700



L A K E

540	403	416	425	438
539	404	415	426	427
538	405	414	427	435
537	406	413	428	436
536	407	412	429	434
535	408	411	430	433
534	409	410	431	432

529	530	531	532	533							
528	521	520	519	518	517	516	515	514	513	512	511
527	522										510
526	523										509
525	524	499	500	501	502	503	504	505	506	507	508

S I T E

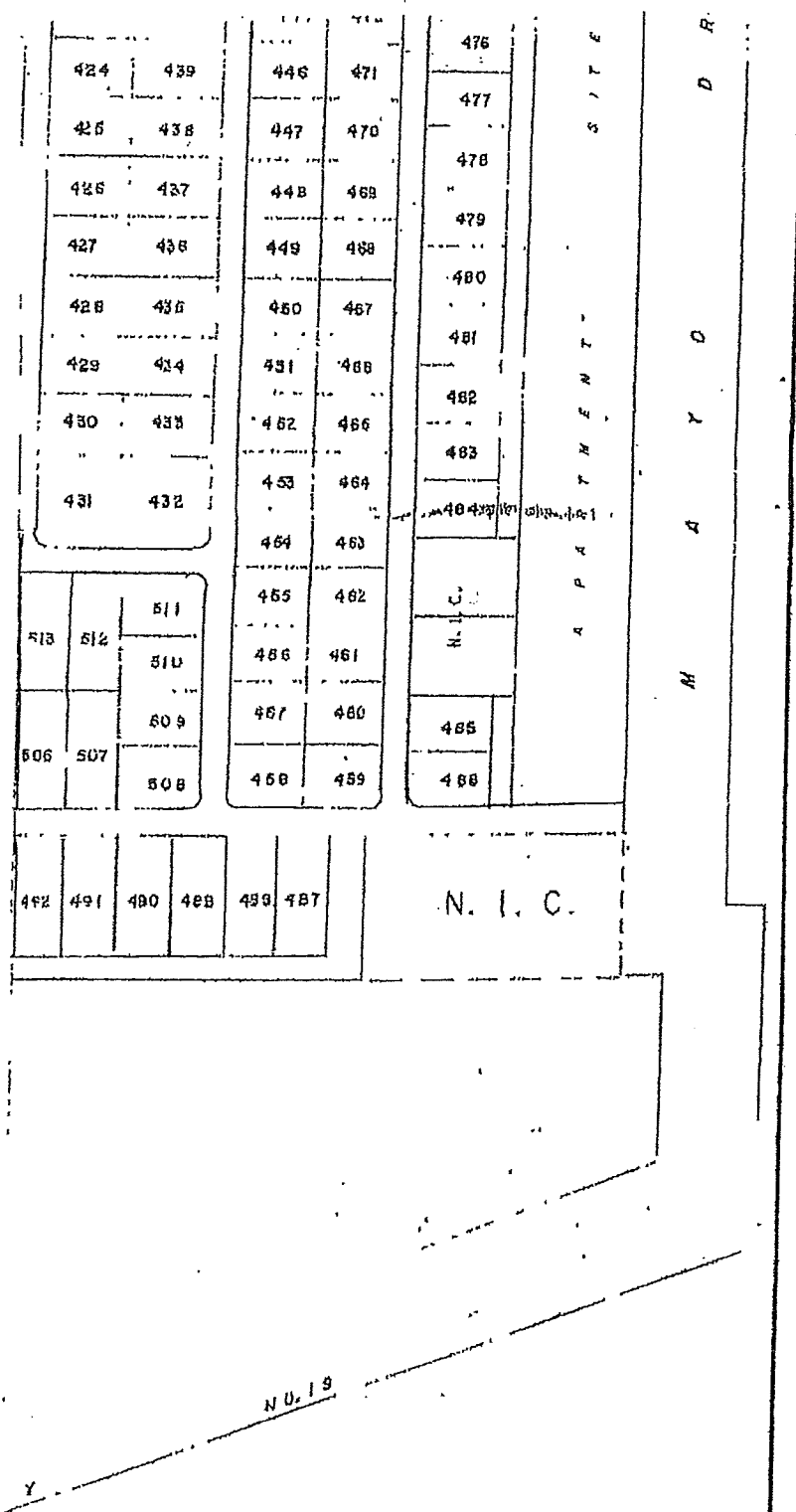
COMMERCIAL SITE

498	497	496	495	494	493	492	491	490	489
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19700

H I G H W A Y

U. S.

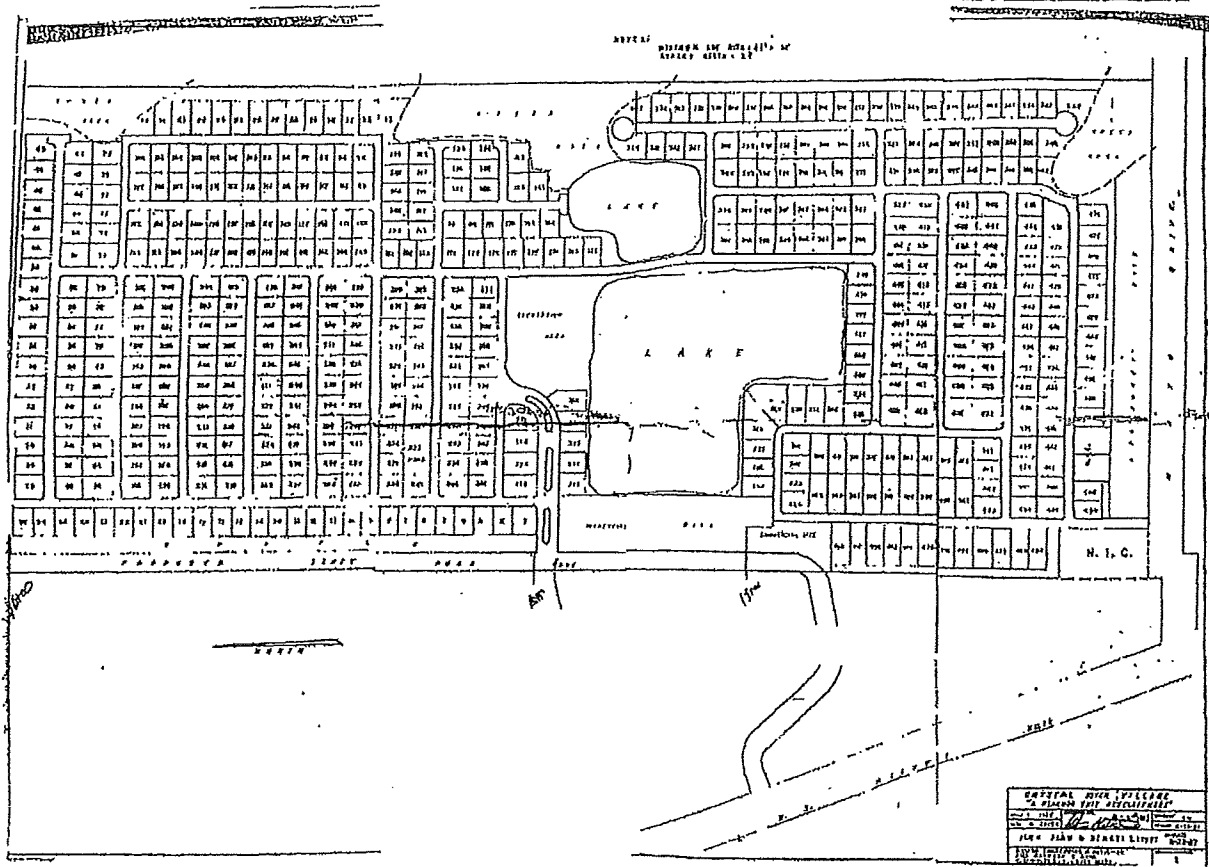


CRYSTAL RIVER VILLAGE "A PLANNED UNIT DEVELOPMENT"			
SCALE: 1" = 100'	APPROVED BY: <i>[Signature]</i> 1428	DRAWN BY: K.W.	
DATE: 6-29-84	<i>[Signature]</i>	REVISED: 2-13-87	
PLOT PLAN & STREET LAYOUT 35-5111 6-25-87			
ALLIED ENGINEERING & SURVEYING		DRAWING NUMBER	

EXHIBIT "C"

The following conditions are hereby made a part of the Crystal River Village development plan:

- 1.) The development is limited to 40 multiple family dwellings to be located in the area shown on the site plan as "apartment site."
- 2.) Each of the multiple-family buildings will maintain a 25 foot setback from the Mayo Drive right-of-way, a 15 foot setback from the rear lot line, and a 15 foot setback from the side lot lines of the "apartment site."
- 3.) The development is limited to 30,000 square feet of leaseable commercial space, to be located only in the area designated commercial site on the site plan.
- 4.) The uses in the commercial area shall be limited to the uses in the B-1 Planned Business District except that alcoholic beverages may be sold only in establishments with a restaurant license and in which restaurant service is provided.
- 5.) The buildings in the commercial area must be setback 45 feet from the S.E. Eighth Avenue right-of-way, 15 feet from interior street right-of-ways and 15 feet from all residential lot lines. A specific site plan for the buildings must be approved by the Parks, Planning and Zoning Commission with particular attention given to the rear setback.
- 6.) The S.E. Eighth Avenue extension will be completed by the developer and the right-of-way dedicated to the City. The execution of a road agreement shall be completed within two weeks of the approval date of this amendment. The construction of the roadway shall be completed within 150 days from the execution of the roadway agreement. The developer will post a bond for one year from the date of completion, for an amount equal to 10% of the cost of completion of the road, made payable to the City of Crystal River.
- 7.) The development must meet the standards of the proper state regulatory agency in regard to stormwater management.
- 8.) The developer shall bring forth documents vacating the subdivision plat of Crystal River Village Unit 1, signed by the record owners of all lots in the subdivision, to be executed by the Mayor and City Manager. This vacation shall be completed within 90 days of the approval date of this amendment.



CAPITAL RIVER SPILLWAY
 2. BIRCHWOOD AND BIRCHWOOD
 N. I. C.
 1968

EXHIBIT "F"
ROAD DEDICATION

EASEMENT

THE UNDERSIGNED, constituting all of the owners of that certain parcel of real estate more particularly described in Exhibit "A" ("Parcel A") attached hereto and made a part hereof, do herewith grant, for the benefit of the owners of the real estate described in Exhibit "B" ("Parcel B") attached hereto and made a part hereof, their successors and assigns, an easement for ingress and egress, including vehicular traffic over and across the roadbed or pavement lying within said Parcel A providing the shortest and most direct route from Parcel B to MAYO DRIVE, CRYSTAL RIVER, CITRUS COUNTY, FLORIDA.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed this 29th day of September, 1988.

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]

Don R. Whitehurst

[Signature]
Jean V. Whitehurst

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this the 29th day of September, 1988, by DON R. WHITEHURST and JEAN V. WHITEHURST.

BOOK 793 PAGE 1780

[Signature]
Notary Public

My commission expires:

This instrument prepared by:
and Return to:

DD#V-15

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
JAMES A. STAACK, P.A.
501 HERCULES AVE., SUITE E
CLEARWATER, FL 34625

EXHIBIT

F

JAMES A. STAACK, P.A.
501 Hercules Ave., Suite E
Clearwater, FL 34625

EXHIBIT "A"

From the SW corner of the NE 1/4 of the SW 1/4 of Section 27, Township 18 S, Range 17 E, run thence S 0 degrees 03'56" E, 282.05 feet; thence run S 89 degrees 43'11" W, along the northerly right of way of Mayo Drive 120.00 feet for a Point of Beginning; thence continue S 89 degrees 43'11" W, 50.00 feet; thence N 0 degrees 03'56" W, 200.15 feet; thence N 89 degrees 56'04" E, 235.00 feet; thence N 0 degrees 03'56" W, 50.00 feet; thence S 89 degrees 56'04" W, 235.00 feet; thence N 0 degrees 03'56" W, 75.85 feet; thence S 89 degrees 56'04" W, 50.0 feet; thence S 0 degrees 03'56" W, 325.00 feet to the Point of Beginning.

EXHIBIT "B"

A.

From the SW corner of the NE 1/4 of the SW 1/4 of Section 27, Township 18 S, Range 17 E, run thence S 0 degrees 03'56" E, 81.90 feet; thence run N 89 degrees 43'11" E, 255.00 feet to the Point of Beginning; thence continue N 89 degrees 43'11" E, 150.00 feet; thence S 0 degrees 03'56" E, 100.00 feet; thence S 89 degrees 56'04" W, 150.00 feet; thence N 0 degrees 03'56" W, 100.00 feet to the Point of Beginning.

B.

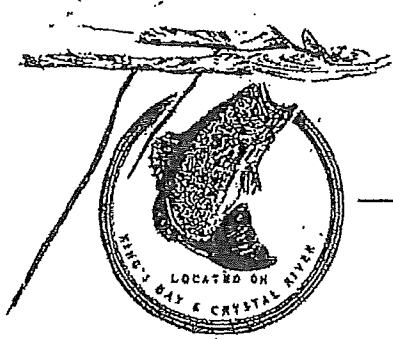
From the SW corner of the NE 1/4 of the SW 1/4 of Section 27, Township 18 South, Range 17 East for a Point of Beginning, run N 0 degrees 03'56" W, 43.67 feet; thence N 89 degrees 56'04" W, 120.00 feet; thence S 0 degrees 03'56" W, 75.00 feet; thence S 89 degrees 43'11" W, 120.00 feet; thence N 0 degrees 03'56" W, 32.05 feet to the Point of Beginning.

John W. ...
S.C.

88 OCT 7 AM 10 07

RECORDED

EXHIBIT "G"
PUD APPROVAL LETTER



City of Crystal River

123 North West Highway 19 // Crystal River, Florida 32629 // Telephone (904) 795-4216

August 18, 1987

Mr. Donald Whitehurst
1601 S.E. 8th Avenue
Crystal River, FL 32629

Dear Mr. Whitehurst,

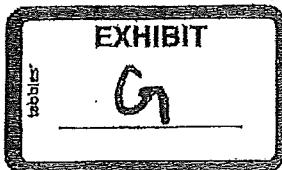
This is official confirmation that the Parks, Planning and Zoning Commission and City Council have approved the Planned Unit Development zoning of the Crystal River Village.

If you have any questions or desire assistance, please do not hesitate to contact us.

Sincerely,
CITY OF CRYSTAL RIVER

Dennis Dix
City Planner

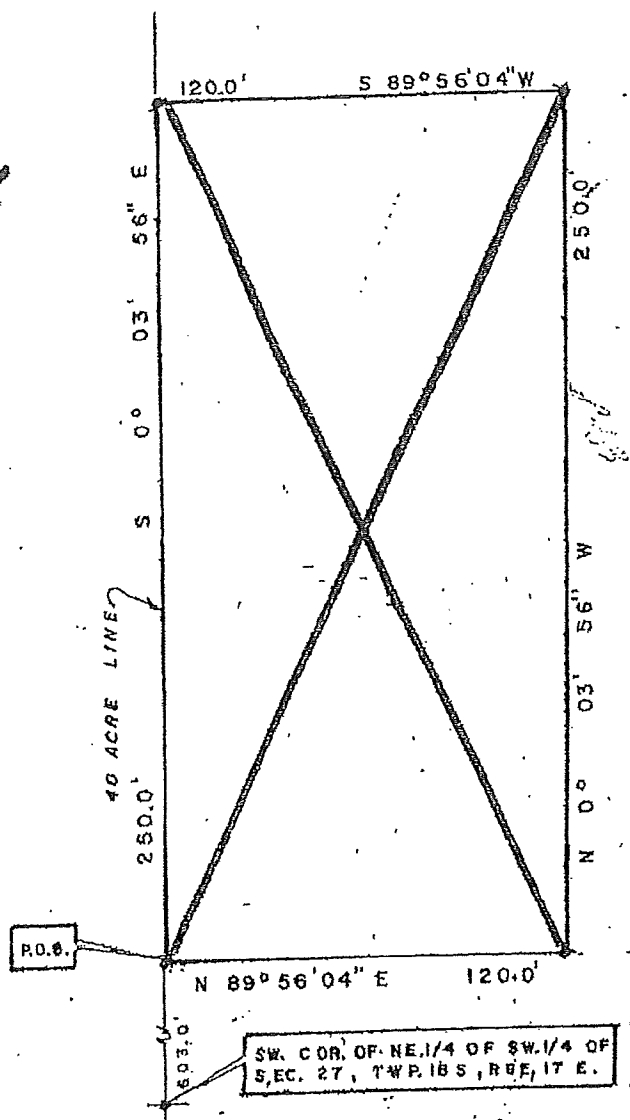
DD:cg



SEC. 27, TWP. 18 S, RGE. 17 E.

FILE
NORTH

SCALE: 1" = 50'



A SURVEY OF THE FOLLOWING DESCRIBED PARCEL :

COMMENCING AT THE SW. CORNER OF THE NE. $\frac{1}{4}$ OF THE SW. $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 S, RANGE 17 E, CITRUS COUNTY, FLORIDA; RUN THENCE N $0^{\circ}03'56''$ W, ALONG THE 40 ACRE LINE, 603.0 FT. FOR THE POINT OF BEGINNING; THENCE N $89^{\circ}56'04''$ E, 120.0 FT.; THENCE N $0^{\circ}03'56''$ W, 250.0 FT.; THENCE S $89^{\circ}56'04''$ W, 120.0 FT.; THENCE S $0^{\circ}03'56''$ E, ALONG THE 40 ACRE LINE, 250.0 FT. TO THE POINT OF BEGINNING.

I hereby certify that the survey represented hereon meets the minimum requirements adopted by the BOARD OF LAND SURVEYORS, RULES 21 HH-6 and that there are no encroachments.

JULY 28, 1986.

BY:

[Signature]
WILLIAM C. KRATING, P.R.S. #1528
ALLIED ENGINEERING & SURVEYING
2124 SUNNYDALE BLVD.

EXHIBIT "H"
STREET NAME DIAGRAM

GREEN AREA

325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348

Dean Rollins Ave

158	159	164	165
157	160	163	
156	161	162	166 167

324	323	322	321
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365	364	363	362	361	360	359	358
366	367	368	369	370	371	372	373

357	356	355	354	353	352	351	349
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374	375	376	377	378	379	380
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Stumpeb Way

Nike Tent

178	172	171	170	169	168
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388	389	385	387	386	385	384	383
391	392	393	394	395	396	397	398

420	421
440	419
441	418

421	442
422	441
423	440

443
444
445

174	175	176	177	178	179	180	181
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124 Evelyn Ave

RV/TRAILER PARKING

289
288
287
286
285
284
283
282
281

290	311
291	310
292	309
293	308
294	307
295	306
296	305
297	304
298	303
299	302
300	301

Recreation Area

CLUB HOUSE

POOL

LAKE

CLUBHOUSE & RECREATION AREA

540
539
538
537
536
535
534
533

417	416	415	414	413	412	411	410
418	417	416	415	414	413	412	411
419	418	417	416	415	414	413	412
420	419	418	417	416	415	414	413

421	442
422	441
423	440
424	439
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428	435
429	434
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431	432

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312	319
313	318
314	317
315	316

529	530	531	532
528	527	526	525
524	499	500	501
502	503	504	505
506	507	508	

Ringb Place

521
522
523
524

521	520	519	518	517	516	515	514	513	512	511
522										510
523										509
524										508

Buddy Ave

498	497	496	495	494	493	492	491	490	489
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S.E. 8th AVENUE

CRYSTAL RIVER VILLAGE ENTRANCE

VALENTI BOAT AREA

COPY

EXHIBIT "I"
PERMITS FOR PROPERTY

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
02/01/2018	PM180014	C/O HVAC EQUIPMENT	\$5,597	
02/01/2018	PB180034	REPLACE SCR RM & CARPORT	\$16,988	
08/24/2016	200201345		\$0	
02/18/2015	201501453	CHANGE OUT HVAC EQUIPMENT***NOC N/A***	\$4,617	
07/28/2009	200905646	LOT 393 * CHANGE OUT HVAC EQUIPMENT * NOC N/A * CI	\$2,100	
06/25/2009	200904547	LOT 432 * CHANGE OUT HVAC EQUIPMENT * NOC N/A * CI	\$3,385	
08/26/2008	MC200856	CHANGEOUT PKG HVAC 3 TON	\$3,322	
07/20/2005	BP2005- 242	REROOF	\$23,150	
11/01/1999	99382	REROOF	\$1,790	
10/01/1999	99357	CARPORT & PATIO	\$1,318	
08/01/1999	99258	CARPORT, UTILITY RM, SCRNM	\$4,036	
07/01/1999	99239	RAISED SLAB & CARPORT SLA	\$3,500	
07/01/1999	99214	CONCRETE SLAB	\$350	
05/01/1999	99151	DECK	\$3,507	
05/01/1999	99150	CONCRETE DECK	\$3,219	
05/01/1999	99149	CONCRETE DECK	\$3,219	
01/01/1998	98002	REROOF	\$1,870	
12/01/1997	97385	GLASS WINDOWS EX SCRNM RM	\$3,200	
12/01/1997	97401	MH LOT 442	\$44,040	
12/01/1997	97377	CARPORT/SCRNM RM/UTILITY R	\$4,917	
12/01/1997	97375	MISC ADDITIONS/CONCRETE W	\$5,677	
11/01/1997	97345	MH	\$26,610	
11/01/1997	97356	CARPT/SCRNM RM/UTIL	\$3,567	
11/01/1997	97364	GL WINDOWS IN EX RM	\$5,800	
11/01/1997	97366	SCRNM RM/SLAB	\$1,748	
10/01/1997	97327	CARPT, SCRNM RM #324	\$7,948	
10/01/1997	97312	MH #323	\$31,365	
10/01/1997	97328	CARPORT & SCRNM RM #323	\$4,862	
08/01/1997	97252	6' CH LNK FEN	\$900	
01/01/1997	9725	PATIO COVER & RAIL	\$2,756	
12/01/1995	2926	NEW SFMH	\$22,195	
12/01/1995	2929	REROOF MOBILE HOME	\$3,755	
11/01/1995	2914	REROOF MH W/SINGLE PLY	\$2,853	
10/01/1995	2854	MH LOT 388	\$22,995	

10/01/1995 2855	MH LOT 541	\$21,995	
12/01/1992 7477000	MH LT 410	\$11,700	12/01/1992
12/01/1992 7360000	MH LT 293	\$32,000	12/01/1992
12/01/1992 07477	MH LT 410	\$11,700	12/01/1992
12/01/1992 07360	MH LT 293	\$32,000	12/01/1992
10/01/1992 07319	MH LT 160	\$38,584	
09/01/1992 07307	MH LT 283	\$46,000	
02/01/1992 7069	MH LT 286	\$33,000	
01/01/1992 07039	MH LT 294	\$38,160	
01/01/1992 07056	MH LT 170	\$45,300	01/01/1992
01/01/1992 7039000	MH LT 294	\$38,160	
01/01/1992 7056000	MH LT 170	\$45,300	01/01/1992
07/01/1991 6832	MH LT 285	\$20,968	
07/01/1991 6965	SCRN PORCH LT ?	\$1,307	
07/01/1991 6826	MH LT 287	\$22,537	
04/01/1991 6712	MH LT 384	\$14,670	04/01/1991
03/01/1991 6667	MH LT 282	\$19,000	
02/01/1991 6621	MH LT 368 24X36	\$15,200	02/01/1991
02/01/1991 6622	MH LT 530	\$25,000	02/01/1991
02/01/1991 6635	SCRN RM TO VINYL LT 368	\$1,256	
02/01/1991 6637	SCRN RM 10X24 LT 390	\$2,200	
02/01/1991 6641	MH LT 531	\$26,000	03/01/1991
02/01/1991 6643	MH LT 174	\$23,000	
02/01/1991 6642	MH LT 281	\$13,000	03/01/1991
01/01/1991 6588	MH LT 289	\$24,000	
01/01/1991 6589	MH LT 526	\$23,000	01/01/1991
01/01/1991 6587	MH LT 291	\$15,200	01/01/1991
11/01/1990 6525	MH LT 158	\$16,000	12/01/1990
11/01/1990 6526	MH LT 288	\$23,000	12/01/1990
10/01/1990 6493	MH LT 390	\$26,000	
10/01/1990 6492	MH LT 529	\$31,700	
09/01/1990 6428	MH LT 533	\$19,429	
09/01/1990 6427	MH LT 400	\$23,385	
09/01/1990 6418	VINYL WINDOWS SCR RM L420	\$1,900	
09/01/1990 6419	VINYL WINDOWS SCR RM L407	\$1,132	
07/01/1990 6283	MH LT 173	\$20,000	
07/01/1990 5829	MH LT ?	\$10	07/01/1990
06/01/1990 6241	VINYL WINDOWS SCR RM L290	\$1,300	
05/01/1990 6168	ENCL CARPORT LT 406	\$2,161	
04/01/1990 6112	MH LT 164	\$20,000	04/01/1990
03/01/1990 6079	ENCL CARPORT LT 178	\$1,800	
02/01/1990 6020	WAREHS & MAINT LT 486&487	\$7,500	02/01/1990
01/01/1990 5976	MH LT 6	\$20,000	11/01/1990
01/01/1990 5977	MH LT 2	\$35,012	

10/01/1989 6887	MH LT 3	\$23,415	01/01/1990
10/01/1989 5889	MH LT 5	\$23,665	01/01/1990
10/01/1989 5890	MH LT 162	\$35,012	
10/01/1989 5891	MH LT 394	\$22,855	
10/01/1989 5888	MH LT 4	\$16,936	01/01/1990
07/01/1989 5751	MH LT 399	\$10	07/01/1989
07/01/1989 5750	MH LT 395	\$10	07/01/1989
07/01/1989 5749	MH LT 393	\$10	07/01/1989
07/01/1989 5752	MH LT 406	\$10	07/01/1989
01/01/1989 5503	MH LT 169	\$10	01/01/1989
01/01/1989 5204	MH LT 391	\$10	01/01/1989
12/01/1988 5208	MH LT 402	\$10	12/01/1988
12/01/1988 5205	MH LT 392	\$10	12/01/1988
12/01/1988 5203	MH LT 314	\$10	12/01/1988
12/01/1988 5414	MH LT 319	\$10	12/01/1988
11/01/1988 5212	MH LT 409	\$10	11/01/1988
01/01/1988 5060	SHED	\$4,700	
12/01/1987 4682	CANOPIES (2)	\$4,000	06/01/1987
12/01/1986 4568	GUARD HOUSE & FENCE	\$12,000	06/01/1987
10/01/1986 4489	POOL	\$41,500	06/01/1987
08/01/1986 4388	REC HALL	\$230,000	06/01/1987

**AFFIDAVIT OF AUTHORIZED REPRESENTATIVE OF PROPERTY OWNER
IN SUPPORT OF VESTED RIGHTS DETERMINATION**

STATE OF FLORIDA)
) SS:
COUNTY OF CITRUS)

BEFORE ME, the undersigned authority, personally appeared **DONALD E. WHITEHURST** (the "Affiant"), who, being first duly sworn, on oath, states as follows:

1. In 1978, Affiant's parents, Don R. Whitehurst ("Father") and Jean Whitehurst ("Mother") (collectively, "Parents") purchased the real property located at 1601 SE 8th Avenue, Crystal River, Florida, and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"). All Exhibits referred to herein are contained in the Consolidated Exhibits to this Application for Vested Rights.
2. Upon information and belief, in 1978, Affiant and Affiant's Parents began surveying and street layout of the 100-acre parcel for purposes of developing Crystal River Village.
3. Upon information and belief, between 1978 and 1984, the Property was surveyed and cleared.
4. Upon information and belief, in 1982-1983, Affiant's Parents began the process to have the Property rezoned from R-1, Single Family Residential, to PUD, Planned Unit Development.
5. Upon information and belief, Affiant's Parents engaged engineers, lawyers and land use planners, and met with staff of the City of Crystal River ("City").
6. Upon information and belief, in 1984, Affiant's Parents submitted petitions to the City to rezone the Property, which are attached hereto and incorporated herein as Composite Exhibit "B". The initial PUD Petition was filed with the City of Crystal River on April 17, 1984. (Exhibit "B-1" of Composite Exhibit "B"). The initial PUD Petition was revised on June 28, 1984, and a final submission was made on July 27, 1984. (Exhibit "B-2" of Composite Exhibit "B", the "final PUD Petition"). The City Council of the City of Crystal River approved and adopted the final PUD Petition, on August 2, 1984. The final PUD Petition sets out the terms and conditions of the PUD approval by the City of Crystal River.
7. Thereafter, between 1984 -1986, Affiant's Parents and Affiant developed the Property and installed water and sewer utility lines to the Property. In 1986, the Affiant's Parents sought a connection for water and sewer utility service to the Property.

8. In 1986, the Affiant's Parents entered into a Sewer Connection Agreement (the "SCA") with the City of Crystal River that incorporated the final PUD Petition ("Exhibit B-2" of Composite Exhibit "B"), as Exhibit "B" thereto, and among other things, established sewer and water connections for the first phase of the development involving 253 lots. See, Exhibit "C". (Exhibit "B-2" is not attached as Exhibit "B" to Exhibit "C" in the Consolidated Exhibits, except for the first page of Exhibit "B-2").

9. In 1987, the City approved the Planned Unit Development zoning for Crystal River Village and rezoned the Property from R-1, Single Family Residential, to PUD, Planned Unit Development, by Ordinance 87-0-6, which included Exhibits "A" and "B." Exhibit "A" is the legal description to the Property. Exhibit "B" to the Ordinance was not produced by the City of Crystal River pursuant to a public records request. Ordinance 87-0-6, as provided by the City of Crystal River is attached hereto as Exhibit "D". For Exhibit B, Ordinance 87-0-6 states that "Application is contingent upon the conditions which are attached hereto and made a part hereof marked Exhibit B", as shown in Application 84-04." It is Affiant's understanding and belief that the missing Exhibit B in Ordinance 87-0-6 is the 1984 final PUD Petition, set out in Exhibit "B-2" to Composite Exhibit B. (No copy of that Exhibit is attached to the Consolidated Exhibits, except for the first page of Exhibit B-2).

10. In 1987, the City also adopted Ordinance 87-0-14, which included Exhibits "A," "B" and "C," which approved the multi-family section of the Property, and provided for the dedication of the road right-of-way for S. E. 8th Avenue and S.E. 21st Street. See, Exhibit "E." Exhibit "A" is the legal description, Exhibit "B" is the lot layout for 540 units, Exhibit "C" is a set of conditions. Thereafter, the Affiant's Parents dedicated and recorded an easement for road right-of-way to the City. See, Exhibit "F".

11. The final PUD Petition, the Sewer Connection Agreement, Ordinance 87-0-6 and Ordinance 87-0-14 adopted by the City Council of the City of Crystal River, are collectively the documents adopted for the PUD approval. This is further reflected by the letter attached as Exhibit "G" from the City to Affiant's Parents dated August 18, 1987, approving the Planned Unit Development zoning (the "PUD Approval Letter").

12. The "PUD Approval" encompasses all of those matters and things adopted by and approved by the City of Crystal River including the legal description Exhibit "A", and Exhibit B-2 to Composite Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G". All of these Exhibits are set out in the Consolidated Exhibits, except for certain repetitive attachments identified above).

13. Upon information and belief, Affiant estimates that Affiant's Parents spent over \$50,000.00 on professional services to obtain the PUD Approval.

14. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant's Parents told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so. See, final PUD Petition, Exhibit "B-2" to Composite Exhibit B, See, page 4, Section 1 (c) Development Schedule.

15. On information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant's Parents told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so.

16. On information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

17. The final PUD Petition, which was approved by the City Council on August 2, 1984, states:

"The development schedule is an estimate only, and will vary according to market conditions and the national economy; therefore, it shall not be binding upon the applicant and a change in the schedule shall not constitute a substantial change in the approved plan."

Subsequent to PUD Approval

18. The PUD Approval authorized the following development: 540 mobile home/manufactured housing sites, a commercial tract for up to 30,000 sq. ft. of leasable commercial space, and an apartment tract for up to 40 multiple family dwellings.

19. Upon information and belief, beginning around the date of the City's approval of the final PUD Petition, Affiant's Parents undertook to develop the Property including, but not limited to, by clearing, grading, and filling the Property; installing utilities, roadways, and other infrastructure; obtaining numerous building and development permits; building a clubhouse, pool, and other amenities; installing 253 full hook-up mobile home/manufactured home sites; and building, constructing, and installing other improvements and alterations to the Property.

20. Specifically, the lakes were dug out and the removed dirt was moved to the southeastern portion of the Property to assist with drainage.

21. Around that time, sanitary sewer lines, stormwater utilities and all water lines were installed on the Property. Specifically, the main sewer line was completed to the north end of the Property and connected to the City's lift station. Upon information and belief, Affiant's Parents paid approximately \$150,000.00 to increase the capacity of the lift station to accommodate 540 mobile homes on the Property. In addition, all underground electric utilities and pedestals were installed up to Oakgrove Street on the north end of the Property.

22. In addition, Affiant's Parents completed numerous conditions set out in the final PUD Petition conditions, and those items numbered six and eight found in Exhibit "C" to

Ordinance 87-0-14, including payment of the road impact fee of \$32,000.00 and the dedication of an easement for road right-of-way to the City. See, Exhibit "F".

23. In the mid-1980s, all streets were paved and sidewalks and street lights were installed. In addition, the recreational hall, guard house, entrance wall, parking lots, pool and shuffle board courts were all constructed and installed.

24. In or around 1987-88, Affiant's Parents built a berm along Southeast 8th Avenue to the north end of the Property which required expenses, including but not limited to, those for machinery, labor and earth-moving.

25. While not part of the Property, Affiant's Parents also developed the "apartment site" pursuant to and authorized by the PUD Approval by constructing the Crystal Landing Condominiums which were completed around 1990. Affiant was the general contractor who oversaw construction of the development onsite from start to finish.

26. Over the next 10 years, approximately 120 mobile homes were permitted and built along with the following amenities and features: Lake fountains, electric security gates at park entrance and rear exit, fencing, landscaping at entrance and recreational hall, landscape lighting and irrigation in all common areas.

27. In 1998, Joan Rollings Avenue was constructed on the southeast portion of the Property which allowed for the addition of approximately 35 more mobile home lots.

28. From approximately 1998 until 2005, 90 more mobile homes were permitted and built on the Property and additional work was done on the Property including various drainage projects.

29. On information and belief, from the date of the PUD Approval until Affiant's Father's death, Affiant's Father continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

30. From the date of the PUD Approval until the date the Property was transferred to Owner, Affiant's Parents and Affiant continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

31. From the date Affiant's Parents began the process of obtaining the PUD Approval until March, 2018, Affiant's Parents were never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

32. On information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until Affiant's Father's death, Affiant's Parents were never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

33. From the date of the PUD Approval until the date the Property was transferred to Owner, the City granted numerous permits and authorizations for Affiant's Parents to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

34. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "H" attached hereto and incorporated herein.

35. From the date of the PUD Approval until the date the Property was transferred to Owner, the City never denied a permit or authorization for Affiant's Parent to develop, use, maintain, or operate the Property on the basis that the PUD Approval had expired or was no longer valid.

36. Affiant's Parents and Affiant, as representative of the Owner, has never agreed nor consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

37. On information and belief, Affiant's Parents never agreed nor consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

Subsequent Transfer to Owner

38. In 2005, Affiant's Mother became the sole owner of the Property after the death of Affiant's Father.

39. In 2006, Affiant's Mother transferred ownership of the Property to Crystal Blue Water, L.L.C., a Florida limited liability company ("Owner"), which is the current owner of the Property.

40. Affiant's Mother, Affiant, and Affiant's brother, Michael Whitehurst, are the sole members of Owner.

41. In 2007, four new Jacobson mobile homes were permitted and constructed along Joan Rollings Avenue.

42. During 2008 and 2015, many more capital improvement projects took place, including but not limited to: Sidewalk repair and replacement, pool resurfacing, pool equipment upgrades and new pool fencing, rebuilt retention areas, new RV parking area on north end, reconditioned shuffle board courts, reinstalled new hurricane doors at the recreational hall, new appliances, roofing and amenities installed at the recreational hall, and security camera systems installed at the recreational hall and both entrances of Property.

43. In addition, in 2012, all paved streets on the south end of the Property were given names by the Postal Service and street signs were installed. A diagram detailing the street names is attached hereto as Exhibit "I." Lake Evelyn Avenue and Hub Street are north/south streets which continue through to the north end of the Property and, as such, the northern parcel has

approved north/south street names. A list of names for the east/west street names for the northern parcel has been submitted to the Postal Service.

44. Since 2015, additional projects have occurred at the Property which include but are not limited to: Air conditioning replacements at the recreational hall, dock resurfacing, new drainage swale installation on southwest portion of Property and repaving of all streets.

45. During the term of its ownership, Owner has continuously developed, used, maintained, and operated the Property pursuant to the PUD Approval.

46. From the time Owner acquired the Property until March, 2018, Owner was never told that the PUD Approval could expire or had expired, or that the development authorized by the PUD Approval must be completed within a particular timeframe.

47. During the term of its ownership, the City granted numerous permits and authorizations for Owner to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

48. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "H" attached hereto and incorporated herein.

49. In addition to the permitted work listed in Exhibit "H," the Owner has performed construction and construction-related activities on the property that have not required a permit, such as securing approval for street signage in compliance with Citrus County requirements for the Property, performing drainage system repairs and maintenance to prevent flooding to both the presently developed and undeveloped sections of the Property, improving the recreational facilities for a larger population usage, among other things. A diagram detailing the street names is attached hereto as Exhibit "I."

50. During the term of its ownership, the City has never denied a permit or authorization for Owner to develop, use, maintain, or operate the Property on the basis that the PUD Approval has expired or is no longer valid.

51. Since Affiant's Parents acquired the Property until today, Affiant estimates that Affiant's Parents and Owner have spent approximately \$12,500,000.00 on the development, use, maintenance, and operation of the Property.

52. Affiant, as representative of the Owner, has relied in good faith on the City's Codes and Ordinances in undertaking the aforementioned development in the City.

53. Affiant, as representative of the Owner, has relied in good faith and depended on the aforementioned acts and omissions of the City in allowing for the continuous development, use, maintenance, and operation the Property in accordance with the PUD Approval and has made substantial changes in position and incurred the aforementioned extensive obligations and expenses to its detriment in reliance on those acts or omissions.

Subsequent to Contract with Buyer

54. Owner is currently under contract to sell the Property to Legacy PIII Crystal River Village LLC, a Delaware limited liability company ("Buyer").

55. On information and belief, upon acquisition of the Property, Buyer intends to continue the development, use, maintenance, and operation of the Property, in accordance with the PUD Approval.

56. Prior to acquiring the Property, Buyer requires Seller to provide confirmation that the Property, including, without limitation, the undeveloped portions thereof, may be developed, used, maintained, and operated in accordance with the PUD Approval, with no particular timeframe for completion of all development.

57. In connection with Buyer's due diligence for the Property, Affiant was made aware that, due to a provision in the City's current land development code (the "Expiration Provision"), the City would not affirm (i) that the PUD Approval is a valid, unexpired development entitlement, or (ii) that additional portions of the Property could continue to be developed in accordance with the PUD Approval.

58. On information and belief, the Expiration Provision was adopted by the City in 2005 and until that date there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

59. Buyer's agreement to purchase, use, develop, maintain, and operate the Property is dependent on (i) the PUD Approval being a valid, unexpired development entitlement that constitutes a vested right running with the land, and (ii) that the Property can continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval.

60. On information and belief, if (i) the PUD Approval is not a valid, unexpired development entitlement that constitutes a vested right running with the land, or (ii) the Property cannot continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval, Buyer will not purchase the Property, and the value and benefit of Owner's investment in the Property will be substantially diminished.

[signature page to follow]

9. In 1987, the City approved the Planned Unit Development zoning for Crystal River Village and rezoned the Property from R-1, Single Family Residential, to PUD, Planned Unit Development, by Ordinance 87-0-6, which included Exhibits "A" and "B." Exhibit "A" is the legal description to the Property. Exhibit "B" to the Ordinance was not produced by the City of Crystal River pursuant to a public records request. Ordinance 87-0-6, as provided by the City of Crystal River is attached hereto as Exhibit "D". For Exhibit B, Ordinance 87-0-6 states that "Application is contingent upon the conditions which are attached hereto and made a part hereof marked Exhibit B", as shown in Application 84-04." It is my understanding and belief that the missing Exhibit B in Ordinance 87-0-6 is the 1984 final PUD Petition, set out in Exhibit "B-2" to Composite Exhibit B.

10. In 1987, the City also adopted Ordinance 87-0-14, which included Exhibits "A," "B" and "C," which approved the multi-family section of the Property, and provided for the dedication of the road right-of-way for S. E. 8th Avenue and S.E. 21st Street. See, Exhibit "E." Thereafter, the Affiant and her Husband dedicated and recorded an easement for road right-of-way to the City. See, Exhibit "F".

11. The final PUD Petition, the Sewer Connection Agreement, Ordinance 87-0-6 and Ordinance 87-0-14 adopted by the City Council of the City of Crystal River, are collectively the PUD approval. This is further reflected by the letter attached as Exhibit "G" from the City to Affiant's Husband dated August 18, 1987, approving the Planned Unit Development zoning (the "PUD Approval Letter").

12. The "PUD Approval encompasses all of those matters and things adopted by and approved by the City of Crystal River including Exhibit "A", Exhibit B-2 to Composite Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G".

13. Affiant estimates that she and her Husband spent over \$50,000.00 on professional services to obtain the PUD Approval.

14. From the date Affiant and her Husband began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so. See, final PUD Petition, Exhibit "B-2" to Composite Exhibit B, See, page 4, Section 1 (c) Development Schedule.

15. On information and belief, from the date Affiant and her Husband began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant's Husband told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so.

16. On information and belief, from the date Affiant and her Husband began the process of obtaining the PUD Approval until the date of the PUD Approval, there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

17. The final PUD Petition, which was approved by the City Council on August 2, 1984, states:

“The development schedule is an estimate only, and will vary according to market conditions and the national economy; therefore, it shall not be binding upon the applicant and a change in the schedule shall not constitute a substantial change in the approved plan.”

Subsequent to PUD Approval

18. The PUD Approval authorized the following development: 540 mobile home/manufactured housing sites, a commercial tract for up to 30,000 sq. ft. of leasable commercial space, and an apartment tract for up to 40 multiple family dwellings.

19. Beginning around the date of the City's approval of the final PUD Petition, Affiant and her Husband undertook to develop the Property including, but not limited to, by clearing, grading, and filling the Property; installing utilities, roadways, and other infrastructure; obtaining numerous building and development permits; building a clubhouse, pool, and other amenities; installing 253 full hook-up mobile home/manufactured home sites; and building, constructing, and installing other improvements and alterations to the Property.

20. Specifically, the lakes were dug out and the removed dirt was moved to the southeastern portion of the Property to assist with drainage.

21. Installation of sewer and storm utilities and all water lines were installed on the Property. Specifically, the main sewer line was completed to the north end of the Property and connected to the City's lift station. Upon information and belief, Affiant and her Husband paid approximately \$150,000.00 to increase the capacity of the lift station to accommodate 540 mobile homes on the Property. In addition, all underground electric utilities and pedestals were installed up to Oakgrove Street on the north end of the Property.

22. In addition, Affiant and her Husband completed numerous conditions set out in the final PUD Petition conditions, and those items numbered six and eight found in Exhibit "C" to Ordinance 87-0-14, including payment of the road impact fee of \$32,000.00 and the dedication of an easement for road right-of-way to the City. See, Exhibit "F".

23. In the mid-1980s, all streets were paved and sidewalks and street lights were installed. In addition, the recreational hall, guard house, entrance wall, parking lots, pool and shuffle board courts were all constructed and installed.

24. In or around 1987-88, Affiant and her Husband built a berm along Southeast 8th Avenue to the north end of the Property which required expenses, including but not to limited to, those for machinery, labor and earth-moving.

25. While not part of the Property, Affiant and her Husband also developed the "apartment site" pursuant to and authorized by the PUD Approval by constructing the Crystal Landing Condominiums which were completed around 1990. Affiant's son, Don E. Whitehurst, was the general contractor who oversaw construction of the development onsite from start to finish.

26. Over the next 10 years, approximately 120 mobile homes were permitted and built along with the following amenities and features: Lake fountains, electric security gates at park entrance and rear exit, fencing, landscaping at entrance and recreational hall, landscape lighting and irrigation in all common areas.

27. In 1998, Joan Rollings Avenue was constructed on the southeast portion of the Property which allowed for the addition of approximately 35 more mobile home lots.

28. From approximately 1998 until 2005, 90 more mobile homes were permitted and built on the Property and additional work was done on the Property including various drainage projects.

29. On information and belief, from the date of the PUD Approval until her Husband's death, Affiant and her Husband continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

30. From the date of the PUD Approval until the date the Property was transferred to Owner, Affiant continuously developed, used, maintained, and operated the Property in accordance with the PUD Approval.

31. From the date Affiant and her Husband began the process of obtaining the PUD Approval until March, 2018, Affiant was never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

32. On information and belief, from the date Affiant and her Husband began the process of obtaining the PUD Approval until her Husband's death, Affiant's Husband was never told that the PUD Approval could expire or had expired or that the development authorized by the PUD Approval must be completed within a particular timeframe.

33. From the date of the PUD Approval until the date the Property was transferred to Owner, the City granted numerous permits and authorizations for Affiant or her Husband to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

34. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "H" attached hereto and incorporated herein.

35. From the date of the PUD Approval until the date the Property was transferred to Owner, the City never denied a permit or authorization for Affiant or her Husband to develop,

use, maintain, or operate the Property on the basis that the PUD Approval had expired or was no longer valid.

36. Affiant has never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

37. On information and belief, Affiant's Husband never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

Subsequent Transfer to Owner

38. In 2005, Affiant became the sole owner of the Property after the death of her Husband.

39. In 2006, Affiant transferred ownership of the Property to Crystal Blue Water, L.L.C., a Florida limited liability company ("Owner"), which is the current owner of the Property.

40. Affiant and her two sons, Don E. Whitehurst and Michael Whitehurst, are the sole members of Owner.

41. In 2007, four new Jacobson mobile homes were permitted and constructed along Joan Rollings Avenue.

42. During 2008 and 2015, many more capital improvement projects took place, including but not limited to: Sidewalk repair and replacement, pool resurfacing, pool equipment upgrades and new pool fencing, rebuilt retention areas, new RV parking area on north end, reconditioned shuffle board courts, reinstalled new hurricane doors at the recreational hall, new appliances, roofing and amenities installed at the recreational hall, and security camera systems installed at the recreational hall and both entrances of Property.

43. In addition, in 2012, all paved streets on the south end of the Property were given names by the Postal Service and street signs were installed. A diagram detailing the street names is attached hereto as Exhibit "I." Lake Evelyn Avenue and Hub Street are north/south streets which continue through to the north end of the Property and, as such, the northern parcel has approved north/south street names. A list of names for the east/west street names for the northern parcel has been submitted to the Postal Service.

44. Since 2015, additional projects have occurred at the Property which include but are not limited to: Air conditioning replacements at the recreational hall, dock resurfacing, new drainage swale installation on southwest portion of Property and repaving of all streets.

45. During the term of its ownership, Owner has continuously developed, used, maintained, and operated the Property pursuant to the PUD Approval.

46. From the time Owner acquired the Property until March, 2018, Owner was never told that the PUD Approval could expire or had expired, or that the development authorized by the PUD Approval must be completed within a particular timeframe.

47. During the term of its ownership, the City granted numerous permits and authorizations for Owner to develop, use, maintain, or operate the Property, in accordance with the PUD Approval.

48. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "H" attached hereto and incorporated herein.

49. In addition to the permitted work listed in Exhibit "H," the Owner has performed construction and construction-related activities on the property that have not required a permit, such as securing approval for street signage in compliance with Citrus County requirements for the Property, performing drainage system repairs and maintenance to prevent flooding to both the presently developed and undeveloped sections of the Property, improving the recreational facilities for a larger population usage, among other things. A diagram detailing the street names is attached hereto as Exhibit "I."

50. During the term of its ownership, the City has never denied a permit or authorization for Owner to develop, use, maintain, or operate the Property on the basis that the PUD Approval has expired or is no longer valid.

51. Since Affiant acquired the Property until today, Affiant estimates that she, her Husband and the current Owner have spent approximately \$12,500,000.00 on the development, use, maintenance, and operation of the Property.

52. Affiant has relied in good faith on the City's Codes and Ordinances in undertaking the aforementioned development in the City.

53. Affiant has relied in good faith and depended on the aforementioned acts and omissions of the City in allowing for the continuous development, use, maintenance, and operation the Property in accordance with the PUD Approval and has made substantial changes in position and incurred the aforementioned extensive obligations and expenses to its detriment in reliance on those acts or omissions.

Subsequent to Contract with Buyer

54. Owner is currently under contract to sell the Property to Legacy PIII Crystal River Village LLC, a Delaware limited liability company ("Buyer").

55. On information and belief, upon acquisition of the Property, Buyer intends to continue the development, use, maintenance, and operation of the Property, in accordance with the PUD Approval.

56. Prior to acquiring the Property, Buyer requires Seller to provide confirmation that the Property, including, without limitation, the undeveloped portions thereof, may be developed, used, maintained, and operated in accordance with the PUD Approval, with no particular timeframe for completion of all development.

57. In connection with Buyer's due diligence for the Property, Affiant was made aware that, due to a provision in the City's current land development code (the "Expiration Provision"), the City would not affirm (i) that the PUD Approval is a valid, unexpired development entitlement, or (ii) that additional portions of the Property could continue to be developed in accordance with the PUD Approval.

58. On information and belief, the Expiration Provision was adopted by the City in 2005 and until that date there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

59. Buyer's agreement to purchase, use, develop, maintain, and operate the Property is dependent on (i) the PUD Approval being a valid, unexpired development entitlement that constitutes a vested right running with the land, and (ii) that the Property can continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval.

60. On information and belief, if (i) the PUD Approval is not a valid, unexpired development entitlement that constitutes a vested right running with the land, or (ii) the Property cannot continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval, Buyer will not purchase the Property, and the value and benefit of Owner's investment in the Property will be substantially diminished.

[signature page to follow]

**AFFIDAVIT OF CORPORATE REPRESENTATIVE
CRYSTAL BLUE WATER, LLC
PROPERTY OWNER
IN SUPPORT OF VESTED RIGHTS DETERMINATION**

STATE OF FLORIDA)
) SS:
COUNTY OF CITRUS)

BEFORE ME, the undersigned authority, personally appeared **MICHAEL WHITEHURST**, (the "Affiant"), who, being first duly sworn, on oath, states as follows:

1. In 1978, Affiant's parents, Don R. Whitehurst ("Father") and Jean Whitehurst ("Mother") (collectively, "Parents"), purchased the real property located at 1601 SE 8th Avenue, Crystal River, Florida, and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").

2. Upon information and belief, in 1978, Affiant's Parents and Affiant's brother, Don E. Whitehurst, began surveying and street layout of the 100-acre parcel for purposes of developing Crystal River Village.

3. Upon information and belief, between 1978 and 1984, the Property was surveyed and cleared.

4. On April 17, 1984, Affiant's Parents submitted a Petition for PUD to the City. See, Exhibit "B-1" to Composite Exhibit "B" (the "initial PUD Petition"). That initial PUD Petition was amended on June 28, 1984 and July 27, 1984 (the "final PUD Petition"). The City adopted the final PUD Petition on August 2, 1984, Exhibit "B-2" to Composite Exhibit "B."

5. In reliance on the City approval of the final PUD Petition, the Affiant's Parents developed the property, including the engineering and construction of the water and sewer system. In 1986, the Affiant's Mother and Father sought approval for connection to the City of Crystal River water and sewer system.

6. In 1986, the City of Crystal River and the Affiant's Parents entered into a Sewer Connection Agreement (the "SCA"). A copy of the SCA is attached as Exhibit "C". Exhibit "C" includes two exhibits, Exhibit "A" "Legal Description," and Exhibit "B," the final PUD Petition (Exhibit "B-2" of Composite Exhibit "B").

7. In 1987, the City approved the Planned Unit Development for Crystal River Village and rezoned the Property from R-1, Single Family Residential, to PUD, Planned Unit Development, in Ordinance 87-0-6. (Exhibit "D"). Ordinance 87-0-6 includes two Exhibits: Exhibit "A," Legal Description, and Exhibit "B." Pursuant to a public records request, Exhibit B

has not been produced by the City. For Exhibit B, Ordinance 87-0-6 states that "Application is contingent upon the conditions which are attached hereto and made a part hereof marked Exhibit B", as shown in Application 84-04." It is my understanding and belief that the missing Exhibit B in Ordinance 87-0-6 is the 1984 final PUD Petition, set out in Exhibit "B-2" to Composite Exhibit B.

8. Also in 1987, the City adopted Ordinance 87-0-14, attached as Exhibit "E". This Ordinance amended the Ordinance 87-0-6 by approving multi-family development in certain sections of the approved PUD and confirming a road dedication to the City of Crystal River. Ordinance 87-0-14 contains three Exhibits: Exhibit "A," Legal Description, Exhibit "B," Lot Layout, and Exhibit "C," Conditions for Approval. Exhibit "C" provides for dedication of road right-of-way for S.E. 8th Avenue, and S.E. 21st Street to the City of Crystal River. In 1988, the Affiant's Parents recorded an instrument dedicating the road right-of-way by a recorded easement to the City, in OR Book 793, Page 1780, Public Records of Citrus County, Florida. (Exhibit "F").

9. The approval of the PUD is further reflected by the letter attached as Exhibit "G" from the City to Affiant's Father dated August 18, 1987, approving the Planned Unit Development zoning. (the "PUD Approval Letter").

10. The "PUD Approval encompasses all of those matters and things adopted by and approved by the City of Crystal River including Exhibit "A", Exhibit B-2 to Composite Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G".

11. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, Affiant's Parents told the City that the Property would be developed over time, but never agreed or committed to any particular timeframe for doing so.

12. The City approved the schedule for development Crystal River Village with no certain date for completion in the final PUD Petition in Exhibit "B-2" to Composite Exhibit B, See, page 4, Section 1 (c) Development Schedule.

13. Upon information and belief, from the date Affiant's Parents began the process of obtaining the PUD Approval until the date of the PUD Approval, there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD Approval or require that the development authorized by the PUD Approval be completed within a particular timeframe.

14. The PUD Approval by the City Council of the City of Crystal River authorized the following development: 540 mobile home/manufactured housing sites, a commercial tract for up to 30,000 sq. ft. of leasable commercial space, and an apartment tract for up to 40 multiple family dwellings.

15. Beginning around the date of the approval of the final PUD Petition on August 2, 1984, the Sewer Connection Agreement in 1986 and the rezoning of the property to PUD in 1987 in Ordinance 87-0-6, and completion of the requirements of Ordinance 87-0-14, Affiant's Parents

undertook to develop the Property including, but not limited to, by clearing, grading, and filling the Property; installing utilities, roadways, and other infrastructure; obtaining numerous building and development permits; building a clubhouse, pool, and other amenities; installing 253 full hook-up mobile home/manufactured home sites; and building, constructing, and installing other improvements and alterations to the Property.

16. Upon information and belief, around that time, the lakes were dug out, and the removed dirt was moved to the southeastern portion of the Property to assist with drainage.

17. About that time and subsequently, installation of sewer and storm utilities and all water lines were installed on the Property. Specifically, the main sewer line was completed to the north end of the Property and connected to the City's lift station. Upon information and belief, Affiant's Parents paid approximately \$150,000.00 to increase the capacity of the lift station to accommodate 540 mobile homes on the Property. In addition, all underground electric utilities and pedestals were installed up to Oakgrove Street on the north end of the Property.

18. In addition, upon information and belief, Affiant's Parents completed numerous conditions set out in the final PUD Petition and those items numbered six and eight found in Exhibit "C" of Ordinance 87-0-14, including payment of the road impact fee of \$32,000.00 and the dedication of an easement for road right of way to the City of Crystal River. (Exhibit "F").

19. In the mid-1980s, all streets were paved and sidewalks and street lights were installed for 253 lots. In addition, the recreational hall, guard house, entrance wall, parking lots, pool and shuffle board courts were all constructed and installed for use by the 540 lots.

20. Upon information and belief, in or around 1987-88, Affiant's Parents built a berm along Southeast 8th Avenue to the north end of the Property which required expenses, including but not to limited to, those for machinery, labor and earth-moving.

21. In addition, while not part of the Property, Affiant's Parents also developed the "apartment site" pursuant to and authorized by the PUD Approval by constructing the Crystal Landing Condominiums which were completed around 1990. Affiant's brother, Don E. Whitehurst was the general contractor who oversaw construction of the development onsite from start to finish.

22. Over the next 10 years, approximately 120 mobile homes were permitted and built along with the following amenities and features: Lake fountains, electric security gates at park entrance and rear exit, fencing, landscaping at entrance and recreational hall, landscape lighting and irrigation in all common areas.

23. In 1998, Joan Rollings Avenue was constructed on the southeast portion of the Property which allowed for the addition of approximately 35 more mobile home lots.

24. From approximately 1998 until 2005, 90 more mobile homes were permitted and built on the Property and additional work was done on the Property, including various drainage projects.

25. In 2005, Affiant's Father passed away.

26. In 2006, Affiant's Mother transferred ownership of the Property to Crystal Blue Water, L.L.C., a Florida limited liability company ("Owner"), of which Affiant, Affiant's Mother and Affiant's brother, Don E. Whitehurst are the sole members. Owner is the current owner of the Property. Affiant is authorized as the representative of Crystal Blue Water, LLC, to attest to the facts set forth in this Affidavit in both representative and individual capacity.

27. In 2007, four new Jacobson mobile homes were permitted and constructed along Joan Rollings Avenue.

28. During 2008 and 2015, many more capital improvement projects took place, including but not limited to: Sidewalk repair and replacement, pool resurfacing, pool equipment upgrades and new pool fencing, rebuilt retention areas, new RV parking area on north end, reconditioned shuffle board courts, reinstalled new hurricane doors at the recreational hall, new appliances, roofing and amenities installed at the recreational hall, and security camera systems installed at the recreational hall and both entrances of Property.

29. In addition, in 2012, all paved streets on the south end of the Property were given names by the Postal Service and street signs were installed. A diagram detailing the street names is attached hereto as Exhibit "H". Lake Evelyn Avenue and Hub Street are north/south streets which continue through to the north end of the Property and, as such, the northern parcel has approved north/south street names. A list of names for the east/west street names for the northern parcel has been submitted to the Postal Service.

30. Since 2015, additional projects have occurred at the Property which include but are not limited to: Air conditioning replacements at the recreational hall, dock resurfacing, new drainage swale installation on southwest portion of Property and repaving of all streets.

31. Upon information and belief, from the date of the PUD Approval until today, the City has granted numerous building permits and other authorizations for Owner or Affiant's Parents to develop, use, maintain, or operate the Property, in accordance with the PUD Approval. Some of the aforesaid permits and authorizations for the Property are listed on Exhibit "I" attached hereto and incorporated herein.

32. Upon information and belief, from the date of the PUD Approval until today, the City has never denied a permit or authorization for Owner or Affiant's Parents to develop, use, maintain, or operate the Property on the basis that the PUD Approval had expired or was no longer valid.

33. From the time Owner acquired the Property until March, 2018, Owner was never told that the PUD Approval could expire or had expired, or that the development authorized by the PUD Approval must be completed within a particular timeframe.

34. Affiant has never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

35. Upon information and belief, Affiant's Parents never agreed or consented to any expiration of the PUD Approval or any particular timeframe for developing the Property.

36. Since Affiant's Parents acquired the Property until today, Affiant estimates that his Parents and the current Owner have spent approximately \$12,500,000.00 on the development, use, maintenance, and operation of the Property.

37. Affiant has relied in good faith on the City's Codes and Ordinances in undertaking the aforementioned development in the City.

38. Affiant has relied in good faith on the aforementioned acts and omissions of the City in allowing for the continuous development, use, maintenance, and operation the Property in accordance with the PUD Approval and has made substantial changes in position and incurred the aforementioned extensive obligations and expenses to its detriment in reliance on those acts or omissions.

39. Owner is currently under contract to sell the Property to Legacy PIII Crystal River Village LLC, a Delaware limited liability company ("Buyer").

40. On information and belief, upon acquisition of the Property, Buyer intends to continue the development, use, maintenance, and operation of the Property, in accordance with the PUD Approval.

41. Prior to acquiring the Property, Buyer requires Seller to provide confirmation that the Property, including, without limitation, the undeveloped portions thereof, may be developed, used, maintained, and operated in accordance with the PUD Approval, with no particular timeframe for completion of all development.

42. In connection with Buyer's due diligence for the Property, Affiant was made aware that, due to a provision in the City's current land development code (the "Expiration Provision"), the City would not affirm (i) that the PUD Approval is a valid, unexpired development entitlement, or (ii) that additional portions of the Property could continue to be developed in accordance with the PUD Approval.

43. On information and belief, the Expiration Provision was adopted by the City in 2005 and until that date there was no law, ordinance, or other regulation of the City, or any other governmental entity, which could affect the validity of the PUD approval or require that the development authorized by the PUD approval be completed within a particular timeframe.

44. Buyer's agreement to purchase, use, develop, maintain, and operate the Property is dependent on (i) the PUD Approval being a valid, unexpired development entitlement that constitutes a vested right running with the land, and (ii) that the Property can continue to be developed in accordance with the PUD Approval, without any expiration or any other specific

schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval.

45. On information and belief, if (i) the PUD Approval is not a valid, unexpired development entitlement that constitutes a vested right running with the land, or (ii) the Property cannot continue to be developed in accordance with the PUD Approval, without any expiration or any other specific schedule or timeframe for the exercise of the development, use, maintenance or operational rights afforded by the PUD Approval, Buyer will not purchase the Property, and the value and benefit of Owner's investment in the Property will be substantially diminished.

[signature page to follow]

ATTACHMENT "D"

THE HOGAN LAW FIRM®

We mean businessSM

MEMORANDUM OF LAW

TO: CITY COUNCIL

VIA: DAVE BURNELL, CITY MANAGER

FROM: JENNIFER C. REY, ESQ.
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY

RE: PROCEDURE FOR ACQUISITION OF PROPERTY THROUGH
EMINENT DOMAIN

DATE: SEPTEMBER 20, 2018

ISSUE:

What are Florida procedures for acquisition of property through eminent domain?

BRIEF ANSWER:

Acquisition of property through eminent domain requires a public purpose, and full compensation to the affected owners. The government must disclose to the owner the plans for which the property is needed as well as the appraisal and studies on which it made its determination to exercise its power of eminent domain.

ANALYSIS & DISCUSSION

The Florida Constitution recognized the possession and use of property as a basic right *Fla. Const.* art I, § 2, and it establishes that “no person shall be deprived of . . . property without due process of law” *Id.* at § 9.

Eminent Domain, also known as condemnation of property, is the government power to take private property. This power requires the government to have a public purpose (e.g. roads,

schools) and to pay full compensation to the affected property owner. In addition, tenants that are affected by eminent domain actions are also entitled to compensation. *Fla. Const. art X, § 6, Fla. Stat. Ann. §73.013, § 127.01.*

Florida law prohibits the exercise of eminent domain power to abate or eliminate a public nuisance *Fla. Stat. Ann. §73.014*, and expressly provides that public nuisance is not a valid public purpose. *Fla. Stat. Ann. §73.014*. “[A] public nuisance may be classified as something that causes ‘any annoyance to the community or harm to public health’. *Flo-Sun, Inc. v. Kirk*, 787 So. 2d 1029, 1036-37 (Fla. 2001).

The condemnation authority, or in this case the City, must attempt to negotiate in good faith with the owner of the property to be acquired. It must provide a written offer and, if requested, a copy of the appraisal done by an independent real estate appraiser hired by the government upon which the offer is based. It must also attempt to reach an agreement as to the amount of compensation to be paid for the property. *Fla. Stat. Ann. §73.015 (1)*. The property owner may also hire an independent property appraiser, and the cost of this appraisal is covered by the government.

Before or at the time of the written or oral offer of compensation, the condemnation authority must notify the owner that all or a portion of its property is necessary for a project, the nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired. It must also, within fifteen (15) days of the receipt of a request by the owner, provide copy of the appraisal report, copies of the right-of-way maps or other documents referred to the proposed taking, including but not limited to improvements of the constructed adjacent, driveway connection and any other plan sheet. *Id.*

A business owner that has a claim for damages will have 180 days from the receipt of notice of the offer to make a damages claim. The business damages must include nature, extent and monetary amount of such damages. *Id.*

As part of the negotiations, the parties may agree at any time to submit the compensation or business damages claim to nonbinding mediation. If an agreement is reached, then this shall be in writing, and the process of conveyance of the property will be similar to a real estate closing.

Florida law requires the government to pay attorney's fees in addition to the payment due for the value of the property. *Fla. Stat. Ann. § 73.092.* The attorney's fees are based on the benefit achieved for the client, which is the difference between the final judgment or settlement and the last written offer made by the condemning authority. *Id.*

If negotiations fail to reach a settlement, then the government can commence a condemnation proceeding in the Circuit Court of Citrus County and it shall include the requirements set out in *Fla. Stat. Ann. § 73.021.*

The government may serve a defendant with an offer of judgement no sooner than 120 days after the defendant has filed an answer to the complaint for condemnation, and no later than 20 days prior to trial. *Fla. Stat. Ann. § 73.032.* The property owner may also make an offer to have a judgement for payment by the government for an amount less than \$100,000, and such offer may be served to the government no sooner than 120 days after defendant files an answer, and no later than 20 days before trial. *Id.*

In a condemnation proceeding, the Court will impanel a jury of 12 people as soon as practical, and it will be given preference over other types of civil trials. *Fla. Stat. Ann. § 73.071.*

A decision in any eminent domain action is also subject to appeal in accordance with the rules of appellate procedure. *Fla. Stat. Ann.* § 73.131.

CONCLUSION

Acquisition of property through eminent domain requires a public purpose and full compensation to the affected owner. It is a process that first requires good faith negotiation and disclosure by the government of its plans for which the property is needed before litigation can proceed.

ATTACHMENT "E"



We mean businessSM

MEMORANDUM OF LAW

TO: CITY OF CRYSTAL RIVER CITY COUNCIL

VIA: DAVE BURNELL, CITY MANAGER

FROM: JENNIFER C. REY, ESQ.
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY

RE: USE OF COMMUNITY REDEVELOPMENT TRUST FUNDS FOR
ACQUISITION OF PROPERTY BY EMINENT DOMAIN.

DATE: SEPTEMBER 24, 2018

ISSUE:

May Community Redevelopment Agency (CRA) funds be used to pay for the acquisition of property by eminent domain?

BRIEF ANSWER:

Yes, funds from the Community Redevelopment Agency (CRA) trust fund may be used to acquire property through eminent domain, so long as the land and or property seeking to be acquired are necessary for a project delineated in the approved community redevelopment plan and the funds necessary to pay for the acquisition have been authorized in the current approved budget for the CRA.

ANALYSIS & DISCUSSION

Florida Statutes, Section 163.387 regulates redevelopment trust funds. A redevelopment trust fund may be established for each redevelopment agency after approval of a community redevelopment plan. Fla. Stat. Ann. §163.387 (1)(a).

Moneys in the redevelopment trust fund may be expended from time to time for the purpose of acquisition of real property for undertakings as described in the community redevelopment plan, Fla Stat. Ann. §163.387 (6)(c), including expenditures for relocation of site occupants within or outside the community redevelopment area; provided that the expenditure is authorized in the current approved budget. Fla Stat. Ann. §163.387 (6)(d). In addition, acquisition of land shall be included in the community redevelopment plan and designated such area as appropriate for community redevelopment. Fla Stat. Ann. §163.360.

Counties and municipalities may acquire property by eminent domain within a community redevelopment plan. Fla Stat. Ann. §163.370(1). However, such property may not be conveyed by the condemning authority or any other authority to a natural person or private entity, by lease or otherwise, except for use in providing common carrier services or systems and for use in providing public infrastructure. Fla Stat. Ann. §73.013 (1).

CONCLUSION

The redevelopment trust fund may be used to acquire land or property that it identified within the community redevelopment plan, and authorized as an expenditure in the current approved budget. Such property can be acquired through eminent domain in accordance with the procedures established by Florida Statutes and the Rules of Civil Procedure.

ATTACHMENT "F"

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

LAST NAME—FIRST NAME—MIDDLE NAME <i>Fitzpatrick Patrick S.</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE <i>Crystal River City Council</i>
MAILING ADDRESS <i>225 NW Bay Path Drive</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>Crystal River Fl.</i> COUNTY <i>34428</i>	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED <i>9/24/10</i>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

ELECTED OFFICERS:

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

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

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

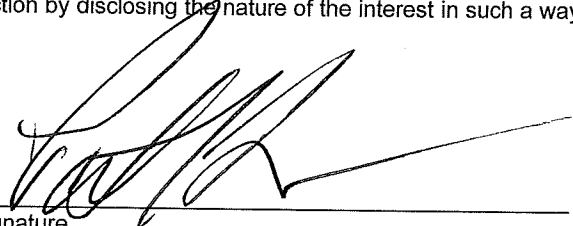
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

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

Date Filed

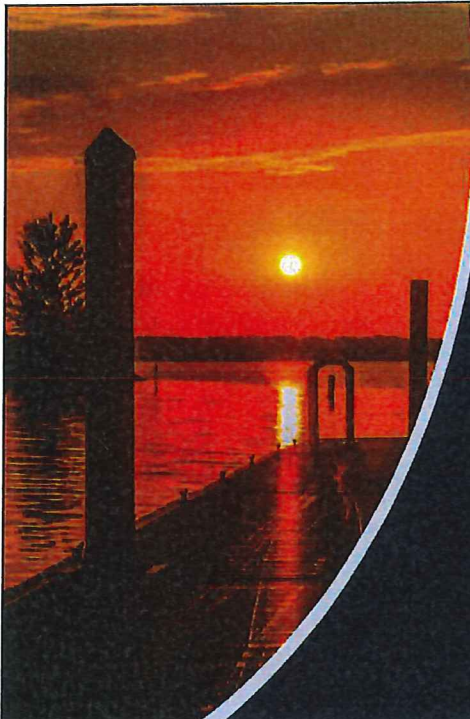
9/24/10

Signature



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

ATTACHMENT "G"



The Fountains at Hidden Lake

A Proposed 100 Unit Affordable Rental Community for Seniors with a Special Set-aside for Veterans



"Our mission is to provide, without compromise, the highest quality multifamily residential communities in a professional environment and ethical manner."

#1
AFFORDABLE HOUSING DEVELOPER IN FLORIDA
(RANKED BY MULTIFAMILY HOUSING FINANCE)

#22
AFFORDABLE HOUSING DEVELOPER IN THE US
(RANKED BY MULTIFAMILY HOUSING FINANCE)

6,000
UNITS
BUILT OVER THE PAST 15 YEARS WITH NEW COMMUNITIES CURRENTLY UNDER CONSTRUCTION

33
COMMUNITIES
UNDER CONSTRUCTION

9% • 4% • HUD • PPP
WE SPECIALIZE IN LEVERAGING ALL AVAILABLE SOURCES OF FUNDING INCLUDING BOTH PUBLIC AND PRIVATE SECTOR RESOURCES

NAMED 2016 FASTEST GROWING COMPANIES
BY ENR (ENR.COM) MAGAZINE

2017: 6 NEW COMMUNITIES
FUNDED BY HUD

SUMMARY

Housing Trust Group, LLC
Principal: **Matthew Rieger**

- A multigenerational real estate development company with 20 years of experience
- A vertically integrated team to maximize our strength in all areas, including legal, financing, development, construction, management, compliance and asset management.
- Extensive experience with public/private partnerships in South Florida.

RECENT AWARDS



Housing Trust Group, LLC
Recent Awards:

Number 1 Affordable Housing Developer In Florida and Number 22 In the United States in 2016 according to Affordable Housing Finance Magazine

Courtside Apartments:
National Reader's Choice Award for Best Family Project, Affordable Housing Finance 2017

Fastest Growing Companies in 2016,
Real Estate Forum Magazine

Courtside Apartments:
Best Affordable Residential Project, 2017 South Florida Business Journal Structure Awards.

Village Place:
2017 NAHB Best of 55+ Affordable Rental Community

2018
This year we were awarded financing for developments in:

- 1 Palm Coast, Flagler County
- 1 Dade City, Pasco County
- 2 Miami, Miami-Dade County
- 1 Fort Lauderdale, Broward County
- 1 Bradenton, Manatee County

Village Place
112 units in FL, Lakeland, FL
Completed 2014
2017 Awarded Best Affordable Housing Community

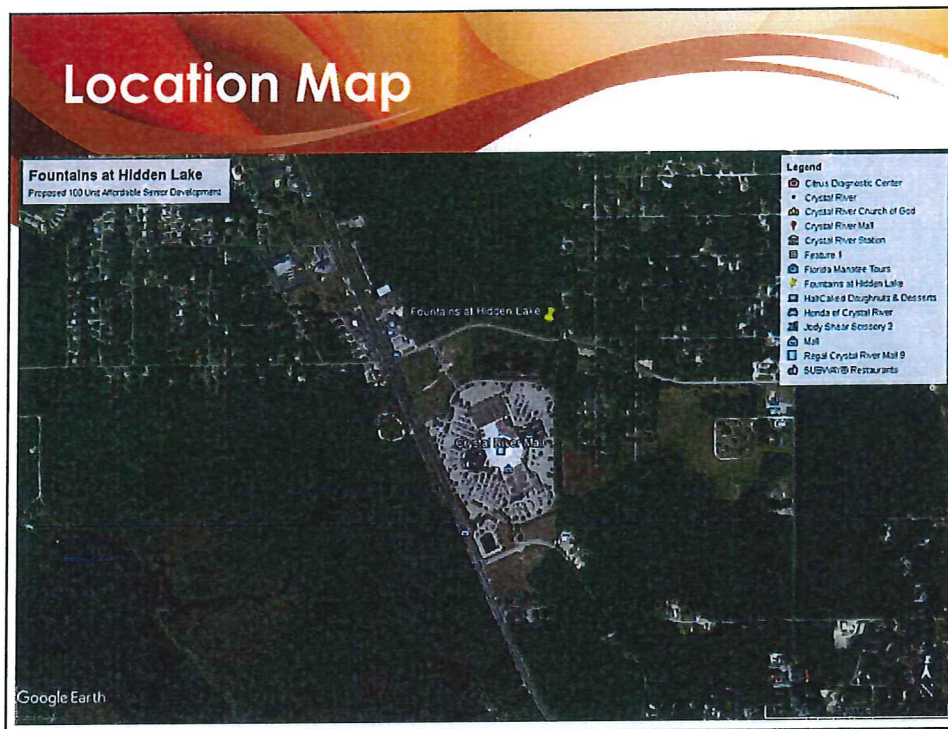
Wagner Creek
73 units in Miami, FL
Completed 2016
2017 Awarded Best Affordable Housing Community

Courtside Apartments
64 units in Miami, FL
Completed 2016
2017 Awarded Best Affordable Housing Community

Best Affordable Project - South Florida Business Journal Structure Awards 2017
Best Family Community - Reader's Choice Awards 2017, Affordable Housing Finance

We Are Proposing:

- **100 Unit** Affordable Rental Community for Seniors
- Total Development Costs of **\$19 Million**
- Financed with **Federal Housing Tax Credits** Awarded through the State of Florida Allocating Agency
- 25% of the Units will be Set Aside for **Veterans** Through a Loan from the City of Crystal River





Amenities

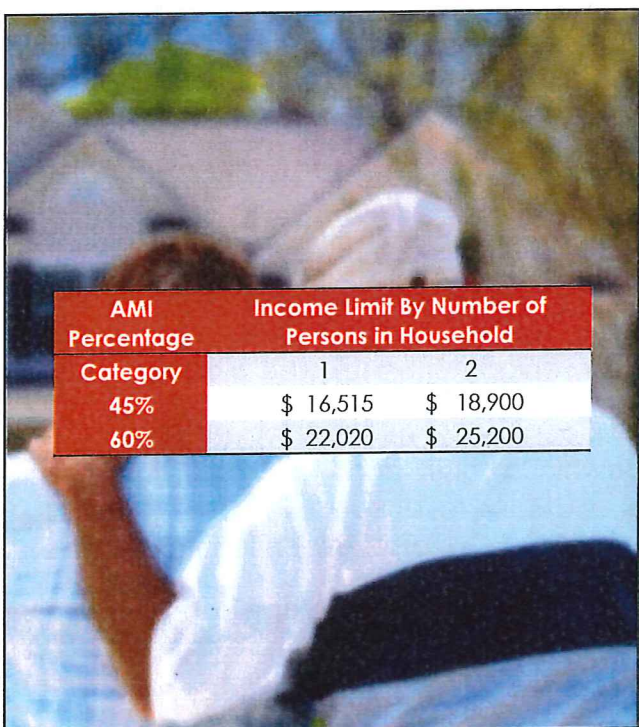
A collage of four images showcasing amenities: a swimming pool with lounge chairs and people; an indoor clubhouse with a pool table and people playing; a gym with various exercise machines; and a shuffleboard court on a green lawn. The word "Amenities" is written in white on a dark grey background at the bottom right of the collage.



The Fountains at Hidden Lake

Unit Size	# of units	Area Median Income Limit	2018 Rental Rate
1/1	58	60%	\$539
1/1	6	45%	\$320
2/2	32	60%	\$650
2/2	4	45%	\$387
Total	100		

2018 Citrus County Area Median Income: \$52,400 for a Family of Four (4)



The Fountains at Hidden Lake

AMI Percentage	Income Limit By Number of Persons in Household	
	1	2
45%	\$ 16,515	\$ 18,900
60%	\$ 22,020	\$ 25,200

2018 Citrus County Area Median Income: \$52,400 for a Family of Four (4)

Request for City of Crystal River Financial Involvement:

- A **Loan** from the City in the Amount of **\$354,000**
- 3 Year Balloon with Principal and Any Unpaid Accrued Interest Due
- Second Mortgage on Property
- Interest Rate of 1% to 3%
- Payable Interest Only to the Extent of Available Cash Flow
- Additional Security - First Mortgage Lender and Tax Credit Equity Investor Will Require Us to Post Cash Collateral for City Loan

Benefits of City Involvement:

- Greatly increase the chances of Development being funded by the State
- Affordable Housing for Seniors – State requires a deed restriction for a period of 50 years
- **\$490,000** to City and County in Permit and Impact Fees
- **\$491,000** in Water/Sewer Capacity and Meter Fees to City
- **\$40,000/year** in real estate tax revenue
- **Approx. \$70,000/year** in water and sewer services from the City
- Enter into service contracts for lawn care, repair and replacement, etc. valued at approximately **\$56,000/year with local vendors**
- Employ three persons with full time employment

