

**Planning Commission Agenda  
December 02, 2021 - 5:30 p.m.**

**Daniel Grannan - Chair  
Tonia Herring - Vice Chair  
Scott Ebert  
Randy Martin  
Doug Smith**



**Terry Thompson  
Alternate 1 - Vince Morris  
Alternate 2 – Billy Gause  
Chuck Dixon – School Board\***

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silence
- 4) Pledge of Allegiance
- 5) Chairman Comments - discuss meeting procedures
- 6) Adoption of Agenda
- 7) Approval of Minutes: **November 04, 2021**
- 8) Citizen Input: 3 minutes
- 9) Public Hearings:
  - a) **APPLICATION NO. JVAC21-0002 (PZ21-0108) brought by CLARK A STILLWELL LLC O/B/O EASTROB LLC** for a plat vacation of the below listed lots located in Section 28, Township 18S, Range 17E, and more particularly described Lots 1, 2, 3 and 4, Block E, Golf View Subdivision, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida, and, which address is known as 9372 W Fort Island Trail, Crystal River.
- 10) Unfinished Business: None
- 11) New Business:
- 12) Citizen Input: 5 minutes
- 13) Staff Comments
- 14) Commissioner's Comments
- 15) Chairman's Comments
- 16) Adjournment

\*Appointed by School Board pursuant to §163.3174, Florida Statutes.

**NOTICE TO PUBLIC**

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

**Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the City of Crystal River, City Manager's Office, 123 N. W. Highway 19, Crystal River, FL 34428 (352) 795-4216, at least two (2) days prior to the meeting.**

Planning Commission Minutes  
November 04, 2021 - 5:30 p.m.

Daniel Grannan - Chair  
Tonia Herring - Vice Chair  
Scott Ebert  
Robert Froehling  
Randy Martin



Doug Smith  
Terry Thompson  
Alternate 1 - Vince Morris  
Alternate 2 – William Gause

- 1) Call to Order by Chairman Grannan at 5:30 p.m.
- 2) Roll Call

**Commissioners Present:** Daniel Grannan, Tonie Herring, Robert Froehling, Vince Morris, Randy Martin, Scott Ebert, William Gause

**Commissioners Absent:** Terry Thompson, Doug Smith

**Staff Present:** City Attorney Batsel, City Manager Ken Frink, City Clerk Fink, Planning and Community Development Director Brian Herrmann, Urban Planner Jenette Collins, Assistant City Manager Jack Dumas

- 3) Moment of Silence was led by Chairman Grannan.
- 4) Pledge of Allegiance was led by Chairman Grannan.
- 5) Chairman Comments – N/A
- 6) Oath of Office- Planning Commissioner William Gause (appointed by City Council on October 25, 2021) was sworn in by City Clerk Fink.
- 7) **Motion to adopt the agenda was made by Commissioner Froehling; seconded by Commissioner Martin. Motion carried 7-0.**
- 8) **Motion to approve minutes of the Planning Commission meeting held October 7, 2021 was made by Commissioner Martin; seconded by Vice Chair Herring. Motion carried 7-0.**
- 9) Citizen Input: There was none.
- 10) Public Hearings:

- a) **APPLICATION NO. V21-0008 (PZ21-0099) BROUGHT BY PINGAWEAR, LLC FOR A TWO-PART VARIANCE REQUEST OF THE CITY OF CRYSTAL RIVER LAND DEVELOPMENT CODE (LDC) TO ALLOW FOR COMMERCIAL DEVELOPMENT HAVING 1) LESS THAN THE MINIMUM REQUIRED 25-FOOT FRONT YARD BUILDING-SETBACK (ADJACENT TO US HWY 19) PURSUANT TO SECTION 4.02.02 STANDARDS FOR BUILDINGS AND BUILDING PLACEMENT (SETBACKS); AND 2) THE SALE OF ALCOHOLIC BEVERAGES WHERE PART OF THE SAID PARCEL IS SITUATED WITHIN FIVE HUNDRED (500) FEET FROM A PARK OR PLAYGROUND OPEN TO THE PUBLIC (JIM LEGRONE MEMORIAL PARK) PURSUANT TO SECTION 5.05.03 ALCOHOLIC BEVERAGE SALES, OF THE LDC, ON PROPERTY LOCATED IN SECTION 22, TOWNSHIP 18S, RANGE 17E, SPECIFICALLY, PARCEL 33400 0040 (ATKEY 3524542), WHICH ADDRESS IS 253 SE US HIGHWAY 19, CRYSTAL RIVER.**

**Staff Presentation:** Mr. Herrmann made the presentation, reviewed background information in staff report, discussed “Build-to-Line Exceptions”, and addressed Commission questions regarding current regulations, wetlands and frontage.

**Applicant Presentation:** Jim Briley introduces Elaine Briley and architect Steven Oliver (Open Design Studio). Mr. Oliver confirmed exhibits from presentation accurately portrayed requested items and addressed Commission questions regarding project timeline and development phases.

**Public Hearing:** No one spoke for or against the request.

**Motion to approve Application No. V21-0008 (PZ21-0099) brought by Pingawear, LLC for a two-part variance request of the City of Crystal River L.D.C. to allow for commercial development having 1) less than the minimum required 25-foot front yard building setback ; 2) the sale of alcoholic beverages where part of the said parcel is situated within five hundred feet from a park or playground open to the public (Jim Legrone Park) on property located at 253 SE US Highway 19, Crystal River was made by Commissioner Froehling; seconded by Commissioner Martin. Motion carried 7-0.**

11) Unfinished Business: None

12) New Business:

***a) Attorney discussion regarding rules and standards for meeting conduct***

City Attorney Batsel made presentation to Planning Commissioners regarding Sunshine Laws, the Public Records Act, Code of Ethics and related issues and best practices for conducting public meetings. He addressed Commission questions regarding ex parte communications, communications with members of other elected bodies, post-approval discussion of items and addressing out-of-order public comments. Chairman Grannan also requested comments by Commissioners be made one member at a time.

13) Citizen Input: There was none.

14) Staff Comments-

Mr. Herrmann thanked Mr. Froehling for his years of service on the Planning Commission. Mr. Froehling announced his resignation, effective 11/05/21.

Mr. Frink then thanked Commissioners for their consideration and support of the prior variance request.

15) Commissioner’s Comments- Ms. Herring inquired about appointment process for vacant volunteer board seats, on which Mr. Batsel provided clarification.

16) Chairman’s Comments- N/A

17) Adjournment- Meeting was adjourned at 6:26 p.m.



## CITY OF CRYSTAL RIVER PLANNING COMMISSION

### STAFF REPORT

Planning and Development Services Department

<b>MEETING DATE:</b>	December 2, 2021
<b>PLAT VACATION APPLICATION NO. JVAC21-0002 CLARK A STILLWELL LLC o/b/o EASTROB LLC</b>	
<b>REQUESTED PLAT VACATION</b>	A plat vacation of the below listed lots located in Section 28, Township 18S, Range 17E, and more particularly described as follows: Lots 1, 2, 3 and 4, Block E, Golf View Subdivision, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.
<b>ACREAGE:</b>	Approximately 2.04 acres
<b>FLUM/ZONING DISTRICT:</b>	CW, Waterfront Commercial on the Future Land Use Map; and CW, Waterfront Commercial on the Official Zoning Map
<b>FLOOD ZONE:</b>	According to the Flood Insurance Rate Map (FIRM), the subject property is in Flood Zone AE with a Base Flood Elevation (BFE) of 12 feet, as found on FIRM Panel Number 12017C0189E. (Effective date: January 15, 2021)
<b>SURROUNDING AREA:</b>	North – Single Family Residential (County CLR Residential Zoning) across W Fort Island Trail South – Vacant (City CW Commercial Waterfront Zoning; same owner) East – Kingsbrook Condominiums (County CLR Residential Zoning) across canal that flows into Kings Bay West – Vacant (County GNC Commercial Zoning)
<b>PREPARED BY:</b>	Jenette Collins, AICP, Urban Planner

**BACKGROUND INFORMATION:** The applicant has petitioned the City of Crystal River to vacate four lots of record in the Golf View Subdivision that were previously platted as residential lots. The subject property was annexed into the corporate limits of the City of Crystal River by Ordinance No. 13-O-01 on January 28, 2013. The four lots are currently zoned CW, a commercial designation in the City which is established for water-related business, commercial uses, and resort housing units.

The platted access (Mashie Road) to these lots was previously vacated by County Resolution #80-92 (included in the backup documentation.) Lot 1 retains legal access from W Fort Island Trail, a two-lane, County maintained right-of-way designated as a minor collector on the County's Functional Classification Map Series. The other three lots 2, 3 and 4 no longer have right-of-way access due to the vacation of Mashie Road.

The applicant makes the request to resolve the landlocked issues and facilitate future development.

**ANALYSIS:** Chapter 177.101 *Vacation and annulment of plats subdividing land*, of the Florida Statutes, provides that a governing body may adopt a resolution vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. The applicant has given notice of their intention to apply to the City of Crystal River to vacate said plat by publishing legal notice in the Citrus County Chronicle, and has provided an Ownership and Encumbrance Report (included in backup) attesting to ownership and having paid all property taxes as required by Florida Statute, Chapter 177.

The utility companies that service the area have no objections to this plat vacation. The utility companies' letters are provided with this application.

Based on a review of the application and its supporting documentation, it has been determined that this request for a plat vacation is consistent with the Comprehensive Plan and Land Development Code. More specifically, that the combined lots will facilitate future development and resolves the current landlocked status of lots 2, 3 and 4. The end result being one parcel having approximately 2.04 acres that exceeds the minimum lot area requirements of the Land Development Code for the CW Zoning, and is more aligned with meeting the design standards for future commercial development.

**SUPPORTING ILLUSTRATIONS:** Please see staff's PowerPoint presentation.

**PLANNING COMMISSION RECOMMENDATION:** As conveyed in Subsection (C.) (4.) of 10.03.04 Procedures for action by the Planning Commission, of the LDC, the Planning Commission shall recommend to the City Council that the application be approved, or denied.

- JVAC21-0002 – Plat Vacation

**CITY COUNCIL ACTION:**

- JVAC21-0002 – Plat Vacation

**ATTACHMENTS:**

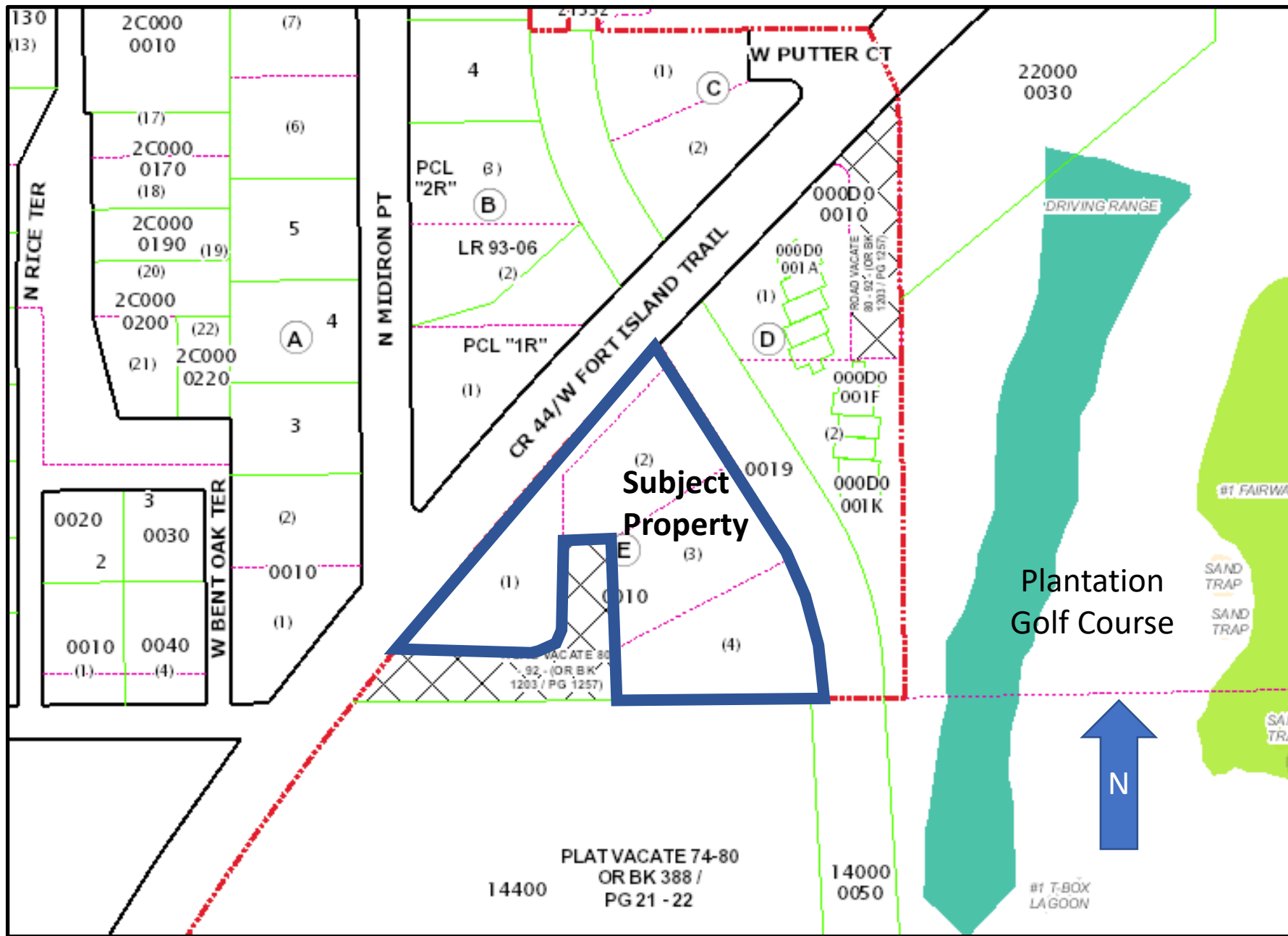
1. PowerPoint presentation
2. Notification Letter
3. Draft Resolution
4. Proof of Publication
5. Application

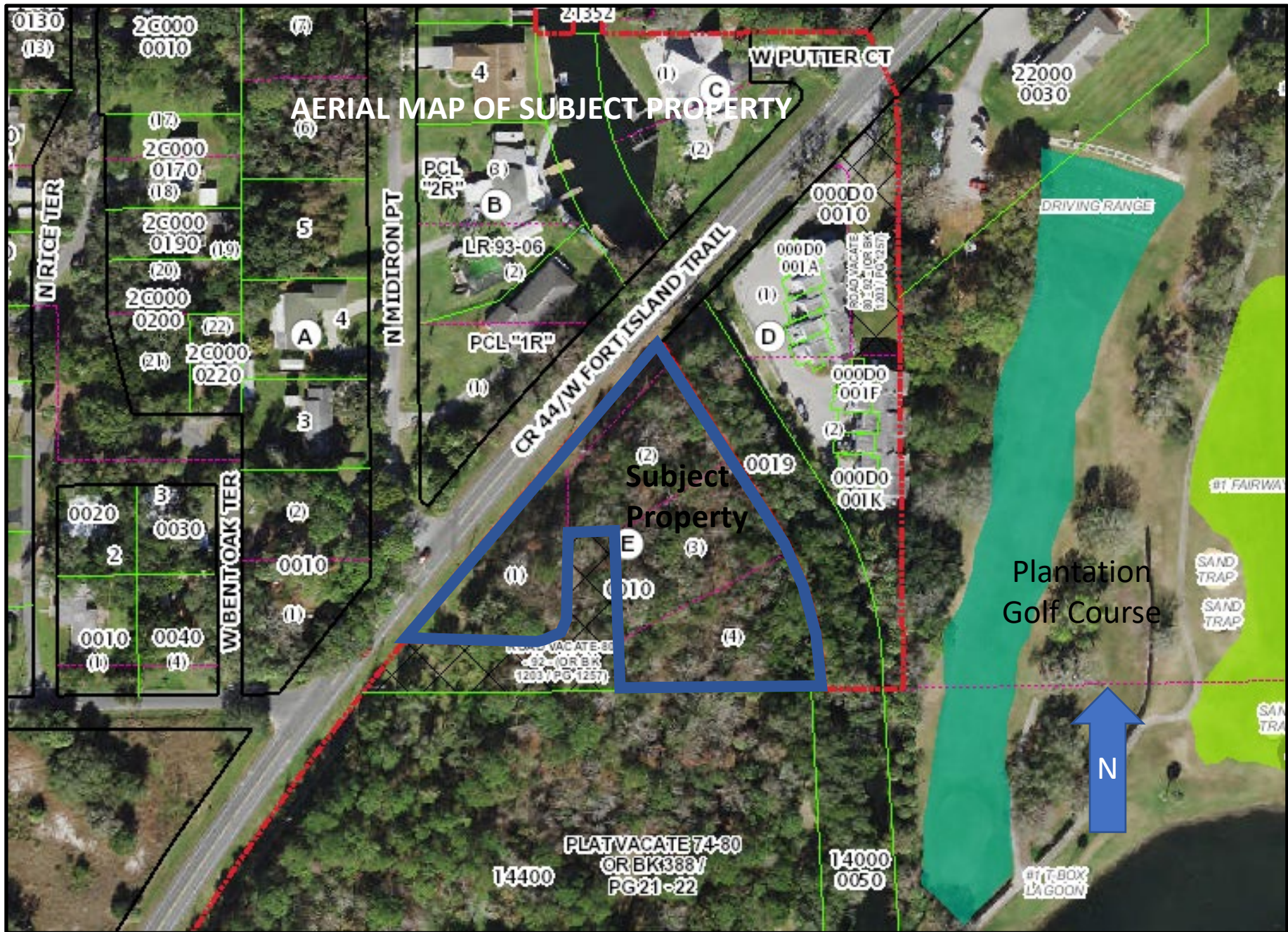


**JVAC21-0002 (PZ21-0108)**

**PLAT VACATION**

**Clark A Stillwell LLC  
on behalf of  
Eastrob LLC**









# GOLF VIEW SUBDIVISION

A PORTION OF THE S.W. 1/4 OF THE S.E. 1/4 OF SEC. 28, TWP. 18 S., RGE. 17 E., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the S.E. Cor. of the West 1/2 of the S.E. 1/4 of the S.W. 1/4 of the S.E. 1/4 of Section 28, Township 18 South, Range 17 East, thence S. 89° 58' 33" W. along the South Boundary of said section 663.04', thence N. 0° 20' 33" E. 814.00', thence East 174.93', thence South 46.10', thence East 120.21' to the West Boundary of an existing 60.00' Canal Right-of-way, thence S. 0° 07' 06" E. along said Canal Right-of-way line 110.78', thence S. 88° 55' 27" E. 60.00' to a point marking the intersection of the East Right-of-way line of said existing canal with the North Boundary of the West 1/2 of the S.E. 1/4 of the S.W. 1/4 of the S.E. 1/4 of said Section 28, thence N. 89° 56' 47" E. along said North Boundary 301.73' to the N.E. Corner of said West 1/2 of the S.E. 1/4 of the S.W. 1/4 of the S.E. 1/4, thence S. 0° 06' E. along the East Boundary of said West 1/2 of the S.E. 1/4 of the S.W. 1/4 of the S.E. 1/4 655.97' to the point of beginning. EXCEPT a 66.00' wide Right-of-way of King's Bay Road, lying within the boundaries of the above described lands.

All the above described lands are situate in Citrus County, State of Florida.

STATE OF FLORIDA  
COUNTY OF CITRUS

We the undersigned, owners of the land as shown on this plat, do hereby authorize the same to be recorded in the public records of Citrus County, Florida, and do hereby dedicate to the use of the public and to the purchasers of property therein, all roads and canals shown on this plat, subject to canal easement from Paul C. Lyons to D.G. Bond and James A. Pruitt Jr. as recorded in Official Record Book 52, page 229, Citrus County, Florida, and do hereby warrant that we are the owners of said property situated and included in said plat with full authority to authorize the recording of the plat thereof, and to execute this dedication.

Witness our hands and seals this 17<sup>th</sup> day of April, A.D. 1958.

Signed, sealed and delivered in the presence of,

*John A. Macknach* *Paul C. Lyons*  
*Robert W. Ritter* *Helen M. Lyons*

STATE OF FLORIDA  
COUNTY OF CITRUS

I, hereby certify that Paul C. Lyons and wife Helen M. Lyons whose names are signed to the foregoing dedication and who are well known to me, appeared before me this day and acknowledged that they executed the same for the purposes as therein expressed as their free act and deed.

Witness, my hand and official seal at CRYSTAL RIVER County of Citrus, State of Florida, this 17<sup>th</sup> day of April, A.D. 1958.

My commission expires: MAY 30, 1958

*John A. Macknach*  
Notary Public, State of Florida

STATE OF FLORIDA  
COUNTY OF CITRUS

I, Jack W. Jernigan the surveyor making this plat do hereby certify that it is a correct representation of the land plotted and permanent reference monuments have been placed thereon, as called for under Sec. 7, Chapter 10275, Laws of Florida.

*Jack W. Jernigan*  
Surveyor Certificate #74 State of Florida

STATE OF FLORIDA  
COUNTY OF CITRUS

We hereby certify this plat was presented to the Board of Commissioners of Citrus County, Florida, and was approved by them for record on the 6<sup>th</sup> day of MAY 1958. The dedication of roads and drives and other public areas as indicated on this plat and made by the owner is hereby accepted by this board in the name of the County and shall be binding on the present and future owners of said land.

Attest: *James W. Williams*  
Clerk

*Clayde Payne*  
Chairman

STATE OF FLORIDA  
COUNTY OF CITRUS

I, Francis Williams, Clerk of the Circuit Court of Citrus County, do hereby certify that this foregoing plat conforms to the provisions of Section 7, Chapter 10275, Laws of Florida, was filed for record on the 6<sup>th</sup> day of MAY, A.D. 1958, and was recorded in the public records of said County on the 6<sup>th</sup> day of MAY, A.D. 1958, in plat book 3 on page 7 File No. 26131

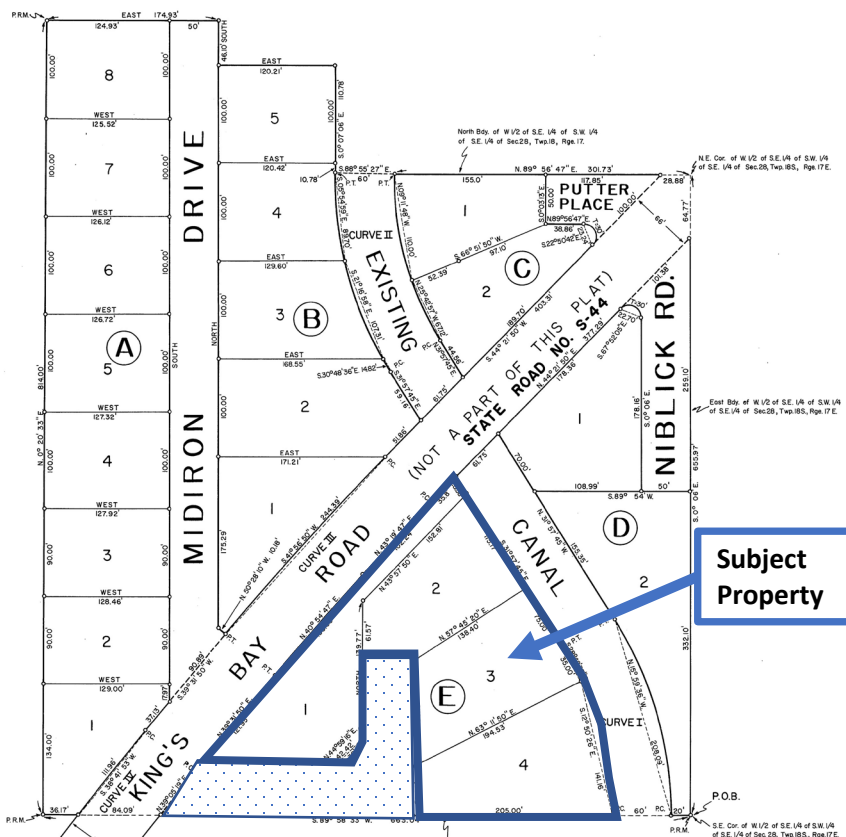
*Francis Williams*  
Clerk

STATE OF FLORIDA  
COUNTY OF CITRUS

We hereby certify that the records of our office show that Paul C. Lyons and wife Helen M. Lyons are the apparent owners of the record title to the land embraced in the plat shown on this sheet, and there are no delinquent taxes.

Dated this 26 day of April, A.D. 1958.

*WEST COAST TITLE Co.*  
*By Richard Kaufman*



**Subject Property**



0" = 4" x 4" Conc. Mon.

**CURVE DATA**

Δ	R	T
CURVE I 31° 56' 18"	348.18'	99.64'
CURVE II 33° 02' 18"	338.42'	100.37'
CURVE III 04° 50'	2864.93'	120.90'
CURVE IV 10° 37'	3819.83'	354.91'

Subject property -- posted



APPLICATION PENDING  
FOR THE...  
(352) 795-4216  
APPL# VAL21-0002

## W Fort Island Trail

Crystal River Planning Commission Meeting of December 2, 2021

Looking north and across street

W FORT ISLAND TRAIL

W Fort Island Trail



Looking west from across the street of the subject property  
onto W Fort Island Trail



W Fort Island Trail

Looking east from subject property on W Fort Island Trail

W Fort Island Trail





# QUESTIONS?

JVAC21-0002 (PZ21-0108)

PLAT VACATION

Clark A Stillwell LLC  
on behalf of  
Eastrob LLC

## **RESOLUTION 22-R-01**

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, APPROVING THE VACATION OF PLATTED LOTS 1, 2, 3 AND 4, BLOCK E, GOLF VIEW SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AS RECOMMENDED BY THE PLANNING COMMISSION; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Crystal River, Florida is responsible for approval of certain actions under the City's Land Development Code; and

**WHEREAS**, the City Council of the City of Crystal River, Florida has been presented with a recommendation from the City Planning Commission regarding the requested vacation of platted Lots 1, 2, 3 and 4, Block E, Golf View Subdivision, Recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida, and

**WHEREAS**, the City Planning Commission considered the request for the partial plat vacation during their meeting held on the \_\_\_ of \_\_\_\_\_, 2021, and after hearing testimony, voted \_\_\_\_\_ to recommend approval/denial of the requested vacation of the right-of-way to the City Council; and

**WHEREAS**, the City Council of the City of Crystal River has determined that the recommendation of the Planning Commission was based on reasonable criteria and a careful consideration of the input offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS FOLLOWS:**

### **SECTION 1: ADOPTION.**

The City Council of the City of Crystal River, Florida, hereby approves the requested plat vacation of the below listed lots located in Section 28, Township 18S, Range 17E, as shown on Exhibit "A" and more particularly described as follows:

Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.

### **SECTION 2: CONFLICTS.**

Any prior Resolution or policies of the City of Crystal River inconsistent with the provisions of this Resolution are hereby repealed to the extent of such inconsistency.



**SECTION 3: SEVERABILITY.**

If any provision of this Resolution or the application thereof is held to be invalid, such invalidity shall not affect the other provisions or applications, and to this end, any such provisions of this Resolution are hereby declared severable.

**SECTION 4: EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption by the Crystal River City Council.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF CRYSTAL RIVER:**

\_\_\_\_\_  
Joe Meek, Mayor

**Attest:**

\_\_\_\_\_  
Mia Fink, City Clerk

**Approved as to form for the reliance of the City of  
Crystal River only:**

\_\_\_\_\_  
Robert W Batsel, Jr., Esquire, City Attorney

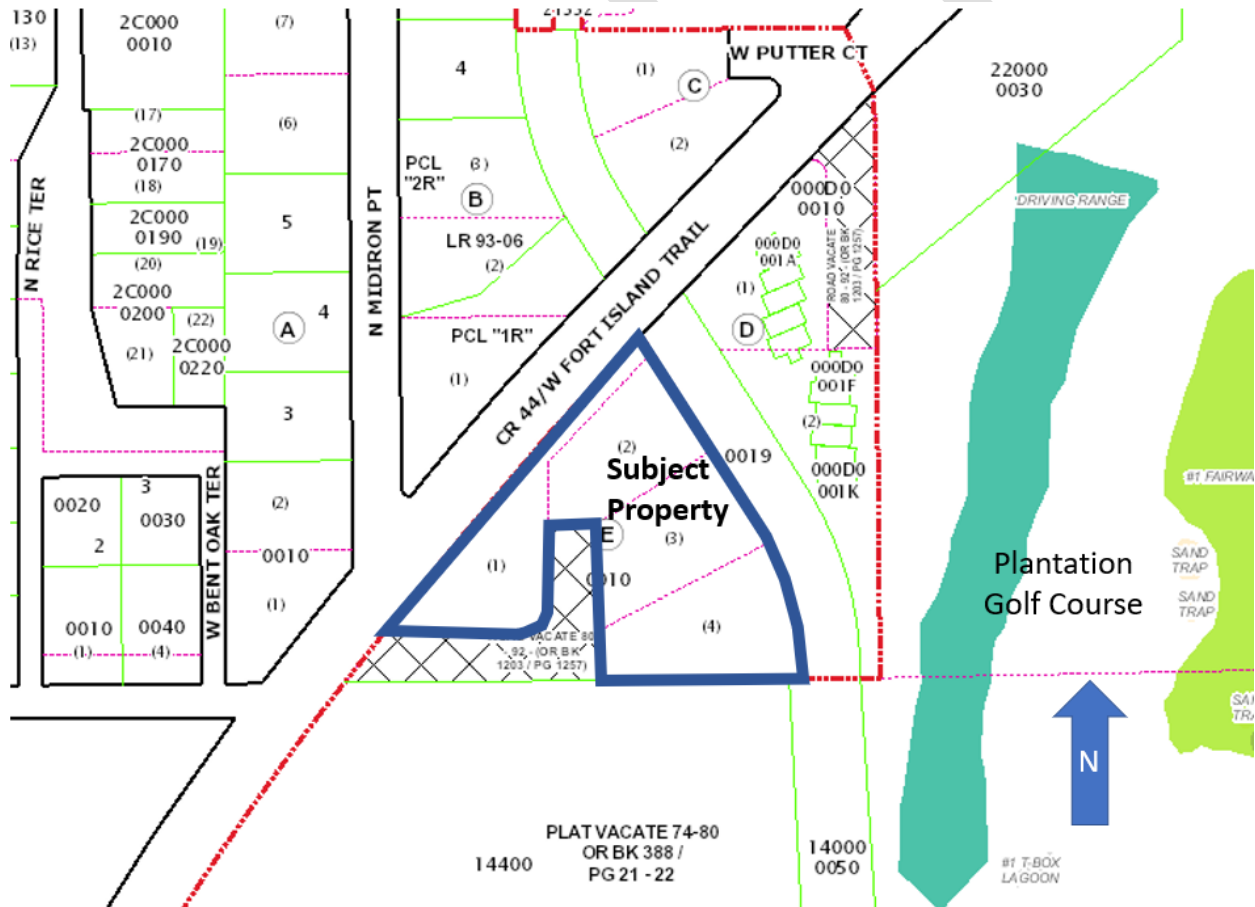
**EXHIBIT A**

**A plat vacation of the below listed lots located in Section 28, Township 18S, Range 17E, and more particularly described as follows:**

**Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.**

**CONTAINING 2.04 ACRES MORE OF LESS**

**LOCATOR MAP OF SUBJECT PROPERTY  
9372 W Fort Island Trail, Crystal River, Florida**





# City of Crystal River

123 Northwest Highway 19  
Crystal River, Florida 34428  
Telephone: (352) 795-4216  
Facsimile: (352) 795-6245  
[www.crystalriverfl.org](http://www.crystalriverfl.org)

Application No. JVAC21-0002

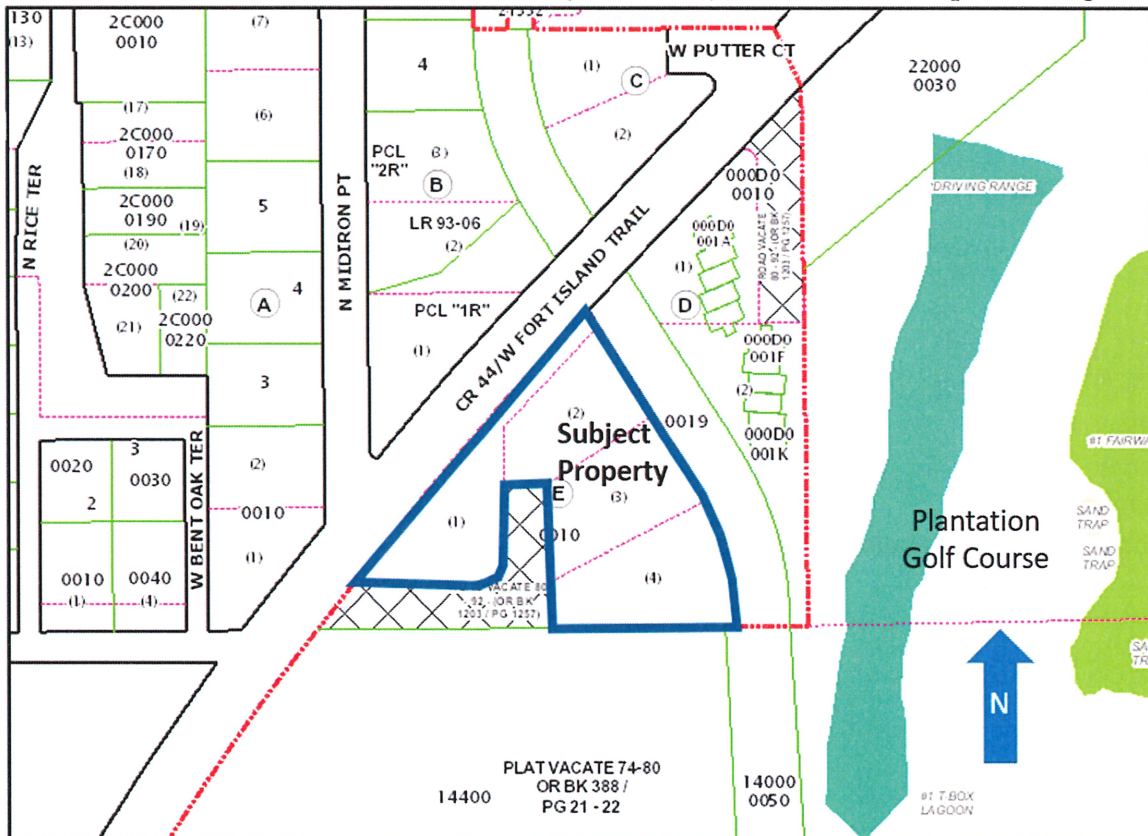
November 15, 2021

## NOTICE OF PUBLIC HEARING TO CONSIDER A PLAT VACATION

Dear Property Owner:

Please be advised that **Clark A Stilwell, Esquire on behalf of Eastrob, LLC** has made a formal application to the City of Crystal River for a plat vacation on the below listed lots located in Section 28, Township 18S, Range 17E, and more particularly described as Lots 1, 2, 3 and 4, Block E, Golf View Subdivision, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida. A complete legal description of the property is on file with the Crystal River Planning and Development Services Department.

### LOCATOR MAP: 9372 W Fort Island Trail, Crystal River (Section 28, Township 18S, Range 17E)



You are being sent a notification because you are located within 300 feet of the subject property. Please be advised that Public Hearings for this Plat Vacation will be held on the following dates:

**Planning Commission**  
**Thursday, December 2, 2021, at 5:30 PM**

**City Council**  
**Monday, January 10, 2022, at 5:30 PM**

The meetings will be held in the City Council Chambers, City Hall, 123 NW Highway 19, Crystal River, FL 34428, if you wish to speak for or against this request for a Plat Vacation. The applicant's presence is requested at the public hearings.

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

This application is available for viewing during normal business hours, 8:30 a.m. to 4:30 p.m. in the Planning and Community Development Department located at 123 NW Highway 19, Crystal River, Florida 34428.

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the City of Crystal River, Florida 34428, (352) 795-4216, at least two (2) days prior to the meeting.

If you have any questions concerning this application, please call (352) 795-4216, Extension 340.

Sincerely,



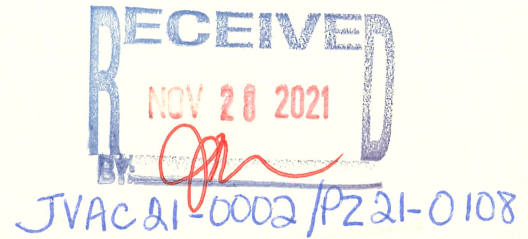
Jenette Collins, AICP  
Urban Planner  
City of Crystal River  
Planning and Community Development Department

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

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

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

October 28, 2021



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

Jenette Collins, AICP  
Urban Planner  
City of Crystal River  
123 NW Highway 19  
Crystal River, Florida 34428

RE: Eastrob, LLC - Partial Plat Vacation  
9372 W Fort Island Trail, Crystal River, Florida  
Section 28, Township 18, Range 17  
Lots 1-4, Block E, Golf View Subdivision - Plat Book 3, Page 7

Dear Jenette:

On behalf of our client, Eastrob, LLC, the owner of the noted parcel, and subject lots, we enclose an application to vacate plat of the existing four (4) vacant single family lots. Note previously the platted access road to these lots; Mashie Road was vacated by Resolution #80-92 per Citrus County Property Appraiser's office records (Exhibit "A" attached).

The four (4) single family lots are not consistent with the parcels CW land use district and they create a title and mapping issues if the parcel is to be developed as one integral use via a PUD. The attached utility letters show no objection. The parcel will be serviced by existing utilities in Fort Island Trail right of way.

Please review the application for completeness. A filing fee of \$250.00 is enclosed. Thank you.

Very truly yours,

LAW OFFICE of CLARK A. STILLWELL, LLC

Clark A. Stillwell

CAS/cv  
Enclosure  
cc: Client

**RECEIVED**  
 NOV 28 2021  
 BY: JVAC21  
 0002  
 www.crystalriverfl.org

**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): <u>Plat Vacation</u>	X

RECEIVED  
NOV 28 2021  
JVAC-21-0007  
BY: \_\_\_\_\_  
www.crystalriverfl.org

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

**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: Eastrob, LLC

Address: 27941 US HWY 19 N, Clearwater, Florida 33761

Phone #: \_\_\_\_\_ Cell phone #: 813-309-6866 Fax #: \_\_\_\_\_

Email address: Johnmroberts470@aol.com

Property Address: 9372 W Fort Island Trail, Crystal River, Florida

**OWNER'S SIGNATURE:**

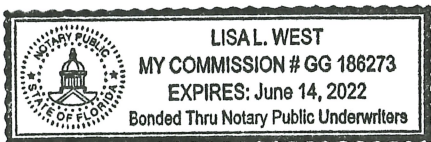
[Signature]  
Signature of the property owner

\_\_\_\_\_  
Signature of the property owner

**NOTARIZATION FOR OWNER'S SIGNATURE**

STATE OF Florida COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of OCT who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.



[Signature]  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

RECEIVED  
NOV 28 2021

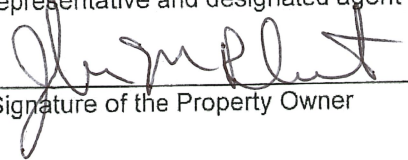
City of Crystal River Development Services  
123 NW Hwy 19, Crystal River, FL 34428(352-795-6511)  
BY: \_\_\_\_\_ www.crystalriverfl.org

*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: Law Office of Clark A. Stillwell  
Agent's Street Address: 320 US HWY 41 S  
City: Inverness ST: Florida Zip: 34450  
Phone #: 352-726-6767 Cell phone #: \_\_\_\_\_ Fax # 352-726-8283  
Email address: caslaw@tampabay.rr.com

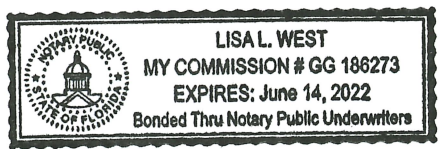
**AGENT AUTHORIZATION**

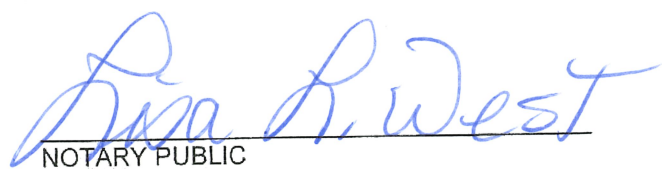
Clark A. Stillwell, agent, is hereby authorized as my legal representative and designated agent to speak in my behalf for the subject matter.

  
\_\_\_\_\_  
Signature of the Property Owner

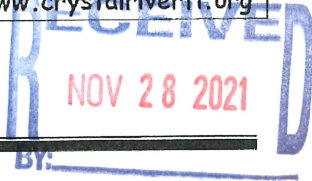
**NOTARIZATION FOR OWNER'S SIGNATURE**

STATE OF FLORIDA COUNTY OF Piellas  
The foregoing instrument was acknowledged before me this 13th day of Oct. who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_





**STREET OR PLAT VACATION  
APPLICATION**

Date Submitted: \_\_\_\_\_ Application #: \_\_\_\_\_

**Property Description**

Location of Site: 9372 W Fort Island Trail, Crystal River, Florida

Parcel Number: 17E18S280100 000E0 0010 Alt. Key #: 1092884

Subdivision: 000781 Golf View Lot: 1, 2, 3 & 4 Block: E

Legal Description: Lots 1, 2, 3 & 4 BLK E Golf View Sub Recorded in  
Plat Book 3, Page 7 of the public records of Citrus County, Florida.

(or attach additional pages)

**Applicant Request (reason for vacation):**

Access to described single family lots was previously vacated by County Resolution #80-92; owner desires to develop the entire site utilizing this platted area. The platted lots are not consistent with current CW land use district; the vacant platted lots without access represent a title defect. See survey - Exhibit "F". Also note the plat does not reflect any utility easements on respective lots and no service easements exist in public records.

Check	Submittal Requirements
x	1. Standard Application
x	2. Completed Street or Plat Vacation Application
x	3. Proof of Publication. The applicant is responsible for providing proof of publication for the notice of public hearing. The applicant will provide the payment directly to the <i>Citrus County Chronicle</i> . The notice will be advertised two (2) times. Exhibit "B"
	4. Notice to abutting property owners. The applicant is responsible for payment of mailed notice to abutting property owners.
X	5. Ownership and Encumbrance Report prepared by a Title Company, which includes a legal description of the property to be vacated, ownership of property to be vacated, and a list of the names and addresses of all owners of property abutting the area to be vacated. Exhibit "C"
X	6. Letters from appropriate utilities certifying they have no easements or utilities in the public right-of-way. Exhibit "D"

	<b>Utilities</b>
	1. Phone
	2. Water Provider
	3. Sewer Provider
	4. Gas Provider
	5. Cable
	6. Electric
	7. Mosquito Control
	8. Other

Exhibit List  
Eastrob, LLC  
Alternate Key No.: 1092884

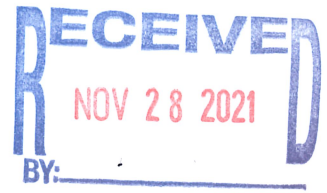


Exhibit "A" – PA printout – Deed

Exhibit "B" – Proof of Publication

Exhibit "C" – Ownership and Encumbrance Report

Exhibit "D" – Utility Letters

    "D-1" – Crystal River Utilities

    "D-2" – Florida Public Utilities

    "D-3" – Citrus County Mosquito Control District

    "D-4" – Charter Spectrum

    "D-5" – Century Link

    "D-6" – Duke Energy

    "D-7" – Ozello Water (to be provided upon availability)

Exhibit "E" – Road Vacation Resolution

Exhibit "F" – Survey

**Citrus County Property Appraiser, Cregg E. Dalton**

PC Code 1000 - VACANT COMM  
 Bldg Counts Res 0 / MH 0 / Comm 0  
 Nbhd 0119 - HWY 19 CRYSTAL RIVER AREA  
 Tax District 000R - CITY OF CRYSTAL RIVER  
 Subdivision 000781 - GOLF VIEW  
 Short Legal LOTS 1, 2, 3 & 4 BLK E GOLF VIEW SUB REC IN PB 3 PG 7 OF THEPRCCF---&---  
 Est. Parcel Sqft 88,667  
 Est. Parcel Acres 2.04  
 Map SC-TW-RG 28-18S-17E

**Mailing Address**

Name EASTROB LLC  
 Mailing Address 27941 US HWY 19 N  
 CLEARWATER FL 33761

**All Owners**

Name	Owner Type
EASTROB LLC	BU - Business

**Value History and Tax Amount**

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2021	\$108,380	\$0	\$108,380	\$108,380	\$0	\$108,380	\$0	\$2,196.35	<a href="#">Link</a>
2020	\$108,380	\$0	\$108,380	\$108,380	\$0	\$108,380	\$0	\$2,021.07	<a href="#">Link</a>

**Buyer Beware!**

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

**Sales**

Sale Date	Sale Price	Book/Page	Instr Type	V/I
06/09/2021	\$650,000	3184/0071	14-SALE / MORE THAN 1 PARCEL	V
04/30/2020	\$100	3058/2118	02-MIN DOC STAMP (\$100)	V
08/01/2005	\$825,000	1906/0329	14-SALE / MORE THAN 1 PARCEL	V
03/01/2005	\$100	1864/1531	02-MIN DOC STAMP (\$100)	V
02/01/2005	\$100	1864/1533	02-MIN DOC STAMP (\$100)	V
09/01/1997	\$100,000	1203/1257	00-WARRANTY DEED	V
01/01/1992	\$100,000	0956/0119	14-SALE / MORE THAN 1 PARCEL	V

12/01/1981	\$450,000	0588/1438	14-SALE / MORE THAN 1 PARCEL	V
12/01/1981	\$100	0588/1431	01-CORRECTIVE/QC/TD/COT	V

**DISCLAIMER**

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

**Permit Summary**

Permit Date	Permit Number	Description	Amount	Occupancy Date
09/01/1981	30208	CONDO BLDG B UNIT 3	\$37,284	04/01/1984

**Land & Agricultural**

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	1000-COMMERCIAL OFF HWY	A-ACREAGE	2.04	.0					CLR

<b>Total Misc Value</b>
-------------------------

This instrument prepared by  
Robert I. MacLaren, II  
Attorney at Law  
Osborne & Osborne, P.A.  
Post Office Drawer 40  
Boca Raton, Florida 33429  
File No.: 20-28633  
Parcel ID: 17E18S280100 000E0 0010 Altkey: 1092884  
Parcel ID: 17E18S33 14400 Alt Key: 1098017

## **WARRANTY DEED**

(Statutory Form - Section 689.02, F.S.)

THIS INDENTURE, made as of the 29th day of June, 2021, between **EAST BALD EAGLE PROPERTIES I, LLC, a Florida limited liability company**, Grantor\*, and **EASTROB, LLC, a Florida limited liability company**, whose Post Office address is 27941 U.S. Highway 19 North, Clearwater, Florida 33761, Grantee\*.

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Citrus County, Florida, to-wit:

**See Exhibit "A" attached hereto**

SUBJECT TO: all matters of record, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; assessments and taxes for the year 2021 and subsequent years, without seeking to reimpose any of same;

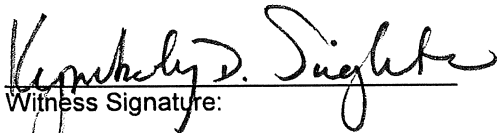
and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed in its name by its proper and authorized representative as of the day and year first above written.

Signed, sealed and delivered in our presence:

EAST BALD EAGLE PROPERTIES I, LLC,  
a Florida limited liability company

  
Witness Signature:

Kimberly D. Singleton  
Witness Printed Name:

By:   
Jeff M. Brown  
Its Manager

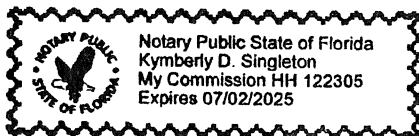
750 South Dixie Highway  
Boca Raton, Florida 33432

  
Witness Signature:

ROBERT I. MCLAREN II  
Witness Printed Name:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization by Jeff M. Brown, who is the Manager of EAST BALD EAGLE PROPERTIES I, LLC, a Florida limited liability company, on behalf of such company, and  who is personally known to me, or  who has produced \_\_\_\_\_ as identification, on this 9 day of June, 2021.



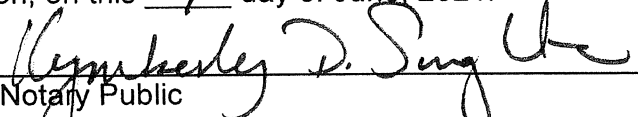
  
Notary Public

Exhibit "A"

Legal Description

Begin at the intersection of the North boundary of Section 33, Township 18 South, Range 17 East, with the Easterly right of way line of Kings Bay Road, thence run N. 89°58'32"E., along the North boundary of said Section 33, 462.78 feet, thence S. 02°42'25"W., 425.38 feet, thence S. 59°00'00"W., 888.66 feet, thence along the arc of a curve to the left 52.39 feet, chord bearing and length being S. 55°06'05"W., 52.35 feet, thence along the arc of a curve to the left 99.63 feet, chord bearing and length being S. 43°47'22"W., 99.35 feet, thence N. 61°05'10"W. 153.26 feet more or less to the Southeasterly right-of-way line of Kings Bay Road, thence N. 28°54'49"E., 429.47 feet to the P.C. of a curve concaved Southeasterly, thence along the arc of said curve a distance of 643.26 feet to the P.T. of said curve, chord bearing and length being N. 33°46'50"E., 642.50 feet to the Point of Beginning. (formerly described as Lots 52 thru 66 in Block T, all of the Block U, and all of Oak Hill Circle as shown on the Plat of Kimberly Plantation Estates, Trace 4, as recorded in Plat Book 8, Pages 75 thru 77, Public Records of Citrus County, Florida, now vacated)

AND

Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.



# Proof of Publication

from the  
**CITRUS COUNTY CHRONICLE**  
Crystal River, Citrus County, Florida  
**PUBLISHED DAILY**

STATE OF FLORIDA  
COUNTY OF CITRUS

Before the undersigned authority personally appeared

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

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

6590-1015 FCRN NOTICE OF INTENTION TO FILE AN APPLICATION TO VACATE A PLAT Pursuant to F.S. 177.101 (4), Eastrob, LLC, a Florida limited liability company gives notice of its intent to apply City of Crystal River, Florida, for a plat vacation of t

was published in said newspaper in the issues of October 8th, 2021, October 15th, 2021,

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

*Jeanne Ethridge*

The forgoing instrument was acknowledged before me.

This 15<sup>th</sup> day of October 2021

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

Notary Public

*Maria A Parks*

**MISCELLANEOUS**

**6590-1015 FCRN**

**NOTICE OF INTENTION TO FILE AN APPLICATION TO VACATE A PLAT**

Pursuant to F.S. 177.101 (4), Eastrob, LLC, a Florida limited liability company gives notice of its intent to apply City of Crystal River, Florida, for a plat vacation of the below listed lots located in Section 28, Township 18S, Range 17E and more particularly described as follows:

Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida

**CONTAINING 2.04 ACRES MORE OR LESS**

Notice given by:  
Eastrob, LLC  
Clark A. Stillwell, Esquire  
Counsel for Applicant

**Published October 8 & 15, 2021**



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

Exhibit "C"

**Land Title of Citrus County, Inc.**  
**109 NE 4th Street**  
**Crystal River, FL 34429**  
**Phone: (352)628-5191**  
**Fax: (352)628-7726**

Date: October 6, 2021

To: Law Office of Clark A. Stillwell, LLC  
P.O. Box 250  
Inverness, FL 34451-0250  
ATTN: Clark A. Stillwell,

RE: Ownership and Encumbrance Report on EASTROB, LLC, a Florida limited liability company  
Alternate Key No. 1092884

OUR FILE NO. LT-36226

Dear Clark A. Stillwell,

Please be advised that we have made a search of the public records of Citrus County, Florida on the  
aforementioned property through September 17, 2021 at 8:00 a.m., and have found the following to be of  
record:

LEGAL DESCRIPTION:

**Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, page 7, of the  
Public Records of Citrus County, Florida.**

TITLE VESTED IN: EASTROB, LLC, a Florida limited liability company by Warranty Deed, dated June  
29, 2021, filed July 12, 2021, and recorded in Official Record Book 3184, page 71, Public Records of  
Citrus Florida.

ENCUMBERANCES:

Encumbrances, adverse claims, or other matters, if any created, which may affect title.

Purchase Money Mortgage and Security Instrument filed in Official Records Book 3184, page 74, Public  
Records of Citrus County, Florida. Subsequently assigned by Collateral Assignment of Mortgage Note and  
Guaranty filed in Official Records Book 3184, page 718, Public Records of Citrus County, Florida.

Ordinance No. 13-O-01 filed in Official Record Book 2532, page 2023, Public Records of Citrus Florida.

Order filed in Official Records Book 3131, page 1787, Public Records of Citrus County, Florida.

Cover Sheet to Order of Plaintiff's Motion for Partial Summary Judgment filed in Official Records Book  
3137, page 327, Public Records of Citrus County, Florida.

TAXES: The 2020 taxes HAVE been paid. The March amount for the 2020 taxes is \$2,021.07. Alternate  
Key 1092884.

This search is not an Insurance Policy and should not be relied upon as such, nor should a Title Policy be  
issued on the basis hereof.

The Liability of Land Title of Citrus County, Inc., hereunder, be it found in contract or tort, shall not  
exceed the lessor of (a) the actual loss to applicant; or (b) the charge of this search.

Enclosed please find our invoice in the amount of \$175.00. Should you have any questions, please feel free  
to contact our office. I remain,

Sincerely,



William S. Hudson  
President



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

**Detail by Entity Name**

Florida Limited Liability Company  
 EASTROB, LLC

Filing Information

**Document Number** L08000048810  
**FEI/EIN Number** 26-2679958  
**Date Filed** 05/15/2008  
**Effective Date** 05/15/2008  
**State** FL  
**Status** ACTIVE

Principal Address

27941 US HWY 19 N  
 CLEARWATER, FL 33761

Mailing Address

27941 US HWY 19 N  
 CLEARWATER, FL 33761

Registered Agent Name & Address

ROBERTS, JOHN M  
 27941 US HWY 19 N  
 CLEARWATER, FL 33761

Authorized Person(s) Detail

**Name & Address**

Title MGR

ROBERTS, JOHN M  
 27941 US HWY 19 N  
 CLEARWATER, FL 33761

Annual Reports

Report Year	Filed Date
2019	04/16/2019
2020	03/25/2020
2021	03/09/2021

Document Images

03/09/2021 - ANNUAL REPORT

[View image in PDF format](#)

<a href="#">03/25/2020 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/2019 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2018 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/07/2017 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2016 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2015 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/08/2014 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2013 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2012 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/13/2011 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/28/2010 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/16/2009 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/15/2008 – Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047188 BK: 3184 PG: 71 7/12/2021 2:52 PM 1 Receipt: 2021040016  
RECORDING \$27.00 D DOCTAX PD \$4,550.00

This instrument prepared by  
Robert I. MacLaren, II  
Attorney at Law  
Osborne & Osborne, P.A.  
Post Office Drawer 40  
Boca Raton, Florida 33429  
File No.: 20-28633  
Parcel ID: 17E18S280100 000E0 0010 Altkey: 1092884  
Parcel ID: 17E18S33 14400 Alt Key: 1098017

### **WARRANTY DEED**

(Statutory Form - Section 689.02, F.S.)

THIS INDENTURE, made as of the 29th day of June, 2021, between **EAST BALD EAGLE PROPERTIES I, LLC, a Florida limited liability company, Grantor\***, and **EASTROB, LLC, a Florida limited liability company**, whose Post Office address is 27941 U.S. Highway 19 North, Clearwater, Florida 33761, Grantee\*.

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Citrus County, Florida, to-wit:

**See Exhibit "A" attached hereto**

SUBJECT TO: all matters of record, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; assessments and taxes for the year 2021 and subsequent years, without seeking to reimpose any of same;

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

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

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047188 BK: 3184 PG: 72 7/12/2021 2:52 PM 2 Receipt: 2021040016  
RECORDING \$27.00 D DOCTAX PD \$4,550.00

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed in its name by its proper and authorized representative as of the day and year first above written.

Signed, sealed and delivered in our presence:

EAST BALD EAGLE PROPERTIES I, LLC,  
a Florida limited liability company

*Kimberly D. Singleton*  
Witness Signature:

Kimberly D. Singleton  
Witness Printed Name:

By: *Jeff M. Brown*  
Jeff M. Brown  
Its Manager

750 South Dixie Highway  
Boca Raton, Florida 33432

*Robert I. McLaren II*  
Witness Signature:

ROBERT I. McLAREN II  
Witness Printed Name:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization by Jeff M. Brown, who is the Manager of EAST BALD EAGLE PROPERTIES I, LLC, a Florida limited liability company, on behalf of such company, and  who is personally known to me, or  who has produced as identification, on this 9 day of June, 2021.



*Kimberly D. Singleton*  
Notary Public

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047188 BK: 3184 PG: 73 7/12/2021 2:52 PM 3 Receipt: 2021040016  
RECORDING \$27.00 D DOCTAX PD \$4,550.00

Exhibit "A"

Legal Description

Begin at the intersection of the North boundary of Section 33, Township 18 South, Range 17 East, with the Easterly right of way line of Kings Bay Road, thence run N. 89°58'32"E., along the North boundary of said Section 33, 462.78 feet, thence S. 02°42'25"W., 425.38 feet, thence S. 59°00'00"W., 888.66 feet, thence along the arc of a curve to the left 52.39 feet, chord bearing and length being S. 55°06'05"W., 52.35 feet, thence along the arc of a curve to the left 99.63 feet, chord bearing and length being S. 43°47'22"W., 99.35 feet, thence N. 61°05'10"W. 153.26 feet more or less to the Southeasterly right-of-way line of Kings Bay Road, thence N. 28°54'49"E., 429.47 feet to the P.C. of a curve concaved Southeasterly, thence along the arc of said curve a distance of 643.26 feet to the P.T. of said curve, chord bearing and length being N. 33°46'50"E., 642.50 feet to the Point of Beginning. (formerly described as Lots 52 thru 66 in Block T, all of the Block U, and all of Oak Hill Circle as shown on the Plat of Kimberly Plantation Estates, Trace 4, as recorded in Plat Book 8, Pages 75 thru 77, Public Records of Citrus County, Florida, now vacated)

AND

Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.

H:\LIBRARY\20208833\Docs\Ex A.Legal Description.wpd

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047189 BK: 3184 PG: 74 7/12/2021 2:52 PM 1 Receipt: 2021040016  
RECORDING \$120.50 M DOCTAX PD \$1,750.00 INT TAX PD \$1,000.00

This instrument prepared by:  
Robert I. MacLaren, II  
Attorney at Law  
Osborne & Osborne, P.A.  
Post Office Drawer 40  
Boca Raton, Florida 33429  
File No.: 20-28633  
Parcel ID: 17E18S280100 000E0 0010 Altkey: 1092884  
Parcel ID: 17E18S33 14400 Alt Key: 1098017

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$452,886.28, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

#### PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter "Mortgage") executed as of the 9th day of July, 2021, between EASTROB, LLC, a Florida limited liability company, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties or involuntary by operation of law, and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits; and EAST BALD EAGLE PROPERTIES I, LLC, a Florida limited liability company, existing under the laws of the United States of America, whose address is 750 South Dixie Highway, Boca Raton, Florida 33432, hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's successors, legal representatives and assigns.

#### WITNESSETH:

WHEREAS, the Mortgagor has borrowed from and is indebted to the Mortgagee in the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), lawful money of the United States of America, with interest thereon as stated therein, to be paid according to the terms and conditions of that certain promissory note of even date herewith (hereinafter "Note"), executed by Mortgagor and delivered to Mortgagee. The unpaid principal balance of the Note and all interest due thereon is payable on January 9, 2024.

NOW THEREFORE, that for good and valuable considerations, and to secure the payment of the aggregate sum of money named in the Note of even date herewith, hereinafter mentioned, together with interest thereon and all other sums of money advanced thereunder and secured hereby as hereinafter provided, and to secure the payment and performance of all other documents or instruments executed in connection with the sums advanced pursuant to said Note, (which other documents or instruments, the Note and this Mortgage may be collectively referred to herein as the "Loan Documents") the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, the following described real estate situated in the County of



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Citrus, State of Florida, of which the Mortgage is now seized and possessed, and in actual possession, to wit:

See Legal Description attached hereto.

(hereinafter referred to as the "Property").

TOGETHER WITH all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of said Mortgagee in and to the same, and every part and parcel thereof, and also all gas and electric fixtures, radiators, heaters, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said Property, even though they may be detached or detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and, if the above described Property is now or shall hereafter be used for commercial purposes then the furniture and furnishings and replacements thereof which may be owned by the Mortgagee and which are now or may be hereafter located upon the above described Property.

TOGETHER WITH any and all general intangibles in which Mortgagee now has or hereafter at any time acquires any rights whatsoever, and which arise in connection with the Property, including specifically, but not limited to, all rights of Mortgagee under all present or future contracts involving the Property; all trade marks, service marks, trade names and service names; all licenses, including, without limitation, all liquor licenses relating to the Property, and all of the Mortgagee's leasehold interest in the Property, if any; in any of which Mortgagee may now have or hereafter at any time acquire any rights and which arise or are used or useful connection with the Property, to the full extent of the value of such general intangibles and all proceeds of any of the same; and further including all awards or payments, including interest thereon, and the right to receive the same as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee including reasonable attorneys' fees (including those on appeal), costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment and all proceeds thereof.

TOGETHER WITH all leases of the Property now or hereafter entered into and all right, title and interest of the Mortgagee thereunder, including, without limitation, cash, instruments, bank accounts or securities given as a deposit to secure performance by the lessees of their obligations thereunder, whether such cash, instruments, bank accounts or securities are to be held by Mortgagee or by a financial institution, until the expiration of the term of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term, including, further, the right to receive and collect the rents thereunder.

MORTGAGOR DOES HEREBY COVENANT that Mortgagee is indefeasibly seized of said Property in fee simple; and that Mortgagee has the lawful right to convey said Property in fee simple; that it shall be lawful for Mortgagee to at all times peaceably enter

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upon said Property; that he will make such further assurances to perfect the fee simple title to said Property and will defend the same against the claims of all persons whomsoever, that said Property is free from all encumbrances and that no financing statement has been filed which affects the Property; except: None.

TO HAVE AND TO HOLD the above described Property unto the Mortgagee, its successors and assigns forever, PROVIDED ALWAYS, that if Mortgagor shall pay Mortgagee the sums specified in the Note and shall also perform and comply with all the terms and conditions of this Mortgage and the other Loan Documents, the estate hereby created shall cease and be null and void.

TERMS AND CONDITIONS: MORTGAGOR does hereby covenant and agree:

1. PAYMENT OF INDEBTEDNESS. To make all payments of principal, interest and other sums of money constituting the indebtedness promptly on the days the same severally come due. Both principal and interest on the Note secured hereunder are payable in lawful money of the United States of America, without deduction for or on account of any present or future taxes, duties or other charges levied or imposed on the Note or the proceeds thereof, or upon the maker or holder thereof by any government, or any instrumentality, authority or political subdivision thereof. The Mortgagor agrees, upon the request of the Mortgagee, to pay all such taxes, duties and other charges in addition to principal and interest on the Note, exclusive of United States income taxes and Florida income taxes. Failure to do so shall constitute a default under the terms of this Mortgage.
2. TAXES AND ENCUMBRANCES. To promptly pay the taxes and other governmental levies, judgments, liens, and other encumbrances which now or hereafter appear to be a lien on said Property; Mortgagee shall be the sole judge of legality of such encumbrances and the amount necessary to be paid in discharge thereof; and to deliver to Mortgagee receipts for the payment of: the preceding year's taxes (prior to March 15th annually) and, other governmental levies (within ninety (90) days from due date).
3. INSURANCE. To continuously maintain fire, liability and windstorm insurance, and flood insurance if required by the Mortgagee, on the Property, and its contents, of such type and amounts as the Mortgagee may from time to time require, but never less than a sum equal to the amount of the Mortgage, or an amount sufficient to comply with any co-insurance requirement under Florida law and all Federal laws and regulations. All insurance shall bear the standard New York mortgage clause without contribution and shall otherwise be in a form and with companies acceptable to Mortgagee. At the request of Mortgagee, the policies and renewals thereof shall be held by Mortgagee. Mortgagor shall give immediate notice to its insurers by mail of any loss, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned shall make payment for such loss directly to Mortgagee (instead of jointly), and the insurance proceeds may be applied by Mortgagee, at its option, either to reduce the indebtedness hereby secured or to the restoration of the property damaged. In any foreclosure, or other transfer of the Property in extinguishment of the indebtedness secured hereby, all interest of the Mortgagor in said insurance policies shall pass to the purchaser or transferee.
4. MAINTENANCE OF MORTGAGED PROPERTY. To permit, commit or suffer no waste, impairment, abandonment or deterioration of the Property, or any part thereof, and no building, structure or other improvement on the Property shall be removed without the prior written consent of said Mortgagee; provided, however, that the Mortgagor shall have the right to replace such articles of personal property in like kind or its equivalent without

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the written consent of the Mortgagee. Upon the failure of the Mortgagor to keep the buildings, or any other item of security hereunder forming part of the Property, in good condition or repair, the Mortgagee may, at its option, make such repairs or remedy any waste, and any such sums expended by the said Mortgagee shall be immediately due and payable and shall bear interest at the rate set forth in the Note applicable to a period when default exists thereunder, and shall be secured by this Mortgage, or the Mortgagee may demand the immediate repair of said buildings or such other security, and the failure of the Mortgagor to comply with said demand of the Mortgagee or commence the repair of said buildings after a period of ten (10) days shall constitute a breach of this Mortgage and a default pursuant to Paragraph 11 hereof. Mortgagor will not, without the prior written consent of Mortgagee, initiate, join in, or consent to any change in any zoning ordinances or other public or private restrictions that limit or define the uses which may be made of the Property, or any part thereof. Mortgagor will complete and pay for, within a reasonable time, but in no event later than any completion date required by any of the Loan Documents, any structure at any time in the process of construction on the Property.

5. LIENS AND ADDITIONS. To permit no foreclosure or execution proceedings to be initiated on any lien and, in any event, Mortgagor shall immediately notify Mortgagee in writing of any litigation affecting the Property. The title to the Property shall not be transferred without the written consent of Mortgagee, except as hereinafter provided. In any event, however, Mortgagee may deal with successors in interest in the same manner as with Mortgagor, and may forebear to sue, extend time for payment of the debt, or otherwise act without affecting the liability of the Mortgagor hereunder. Mortgagor shall not erect new or additional structures, and make no additions or alterations, as well as no demolition, dismantling or removing any of the existing Property without the prior written consent of Mortgagee.

If foreclosure proceedings should be instituted against the Property covered by this Mortgage upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage, the Mortgagee may at its option, immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

The Mortgagor shall pay, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Property, whether paramount or subordinate to this Mortgage, or any part thereof, or on the revenues, rents issues, income and profits arising therefrom and in general shall do or cause to be done everything necessary so that the lien of this Mortgage and its priority as provided hereunder shall be fully preserved, at the costs of the Mortgagor, without expense to the Mortgagee.

6. LITIGATION EXPENSES. To pay all the costs, expenses and reasonable attorneys fees, (including but not limited to such attorneys fees incurred prior to the institution of litigation or in litigation, including trial and appellate review, and in arbitration, bankruptcy, or other administrative or judicial proceedings), which attorneys fees Mortgagor agrees shall be the greater of a reasonable fee as determined by the court or ten percent (10%) of the principal sum named in the Note resulting from Mortgagor's failure to promptly perform the terms and conditions of said Note and this Mortgage; or resulting from settling or removing any cloud on the title of the Property purporting to be superior to the lien of this Mortgage or otherwise.

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7. ESCROW FUND. Upon written notice from the Mortgagee to Mortgagor, Mortgagor shall pay monthly to Mortgagee in addition to the above payments, a sum estimated to be 1/12 of the taxes, insurance premiums and other charges upon the Property, which payments may, at the option of the Mortgagee, be (1) Co-mingled with other funds; (2) Carried in a non-interest bearing escrow account and withdrawn by Mortgagee to pay such items; or, (3) Credited to the unpaid balance of the mortgage indebtedness when received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as they become payable. If the amount estimated to be sufficient to pay said items is insufficient, Mortgagor shall pay the difference upon demand. If such items are carried in an escrow account, said account shall further secure this indebtedness. Mortgagee is authorized to pay said items as charged or billed without further inquiry.
8. EMINENT DOMAIN AND ZONING. That if any part of the Property is taken under the power of eminent domain, all damages awarded (up to the amount unpaid on this Mortgage) for the taking shall, at its option, be paid to Mortgagee to be applied pro tanto to the full amount of the mortgage indebtedness. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings, court or otherwise, for the condemnation of the Property or any portion thereof, or for the zoning or rezoning thereof or for a zoning, building, sewer, environmental, or other similar moratorium thereon, or for the establishment of a lien of any nature thereon, shall notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings, and the Mortgagor from time to time shall deliver to the Mortgagee all instruments requested by it to permit such participation.
9. RECEIVER. That upon a default in any of the terms and conditions of this Mortgage, Mortgagee shall be entitled, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the Property as security for the mortgage debt, to the immediate appointment of a receiver of the Property, and the rents, issues, and profits thereof. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this Mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the Property hereby mortgaged, or to the solvency or insolvency of the Mortgagor or any other party defendant to such suit. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee and that the same may be done without notice to the Mortgagor.
10. SUBROGATION. Mortgagee is subrogated to the rights of the holders of all liens on the Property which are satisfied, in whole or in part, out of the proceeds of this loan; and the respective liens shall pass to Mortgagee to the same extent that they would have been held by Mortgagee had they been duly assigned to Mortgagee, notwithstanding the fact that the same may be satisfied of record; it being the intention of the parties hereto that these liens will be satisfied of record by the holders thereof at or about the time of recording this Mortgage.

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11. MORTGAGOR'S DEFAULT/REMEDIES.

a. That (1) if any of the sums of money payable under the Note or herein referred to are not promptly and fully paid within fifteen (15) days after the same come due and payable, or (2) if any of the stipulations, agreements, conditions and covenants contained in the Note, this Mortgage, or any of the other Loan Documents are not duly performed, complied with and abided by within fifteen (15) days of receipt of written notice of such default, or such longer time as may be specifically provided in the applicable Loan Document, or (3) upon any default by the Mortgagor in the payment or performance of any other mortgage, lease or security agreement encumbering any of the Property, whether superior or inferior to the lien of this Mortgage, or (4) if any proceeding be instituted to abate any public or private nuisance on the Property and same is not diligently defended by the Mortgagor to the satisfaction of the Mortgagee, or (5) upon the rendering by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided is legally inoperative or cannot be enforced, or (6) in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of such tax so as to affect this Mortgage or the indebtedness and same is not paid by the Mortgagor within thirty (30) days of the Mortgagee's demand, or (7) if the Mortgagor or any guarantor shall make an assignment for the benefit of creditors, or (8) if a receiver be appointed for the Mortgagor or any guarantor or any part of the Property and same is not discharged within thirty (30) days, or (9) in the event any representation made herein be untrue, or (10) upon any order or decree of a court of competent jurisdiction appointing a receiver, liquidator or trustee of the Mortgagor or any guarantor or any of its properties and the failure to discharge and vacate such order or decree within thirty (30) days hereof, or (11) upon any order or decree of any court adjudicating the Mortgagor or any guarantor bankrupt or insolvent or sequestering any of its property and the failure to discharge and vacate such order or decree within thirty (30) days thereof, or (12) upon the filing by the Mortgagor or any guarantor of a petition in bankruptcy under the provisions of any bankruptcy law or any insolvency acts, or (13) the acquiescence in or consent by the Mortgagor or any guarantor to the filing of any bankruptcy petition against Mortgagor or any guarantor, as is applicable, or (14) the admission in writing by the Mortgagor or any guarantor of its inability to pay its debts generally as they become due, or (15) if a petition in bankruptcy is filed against the Mortgagor or any guarantor and such petition is not dismissed within thirty (30) days, or (16) if a petition or answer has been filed seeking reorganization or arrangement by Mortgagor or any guarantor under the bankruptcy laws or any other applicable law or statute of the United States or any state thereof, or (17) if any additional financing secured by the Property or any part thereof, has been obtained or the Property has been otherwise encumbered, without the prior written consent of the Mortgagee, or (18) if the Mortgagor has entered into any management contract for the Property, or any part hereof, without the prior written consent of the Mortgagee, or (19) if the Property has been conveyed or leased or other "disposition" made in violation of the provisions of Paragraph 16 hereof, or (20) (Intentionally Omitted), or (21) if Mortgagor or any guarantor, or any of the parties comprising Mortgagor or any guarantor, dissolves (either voluntarily or involuntarily), terminates or liquidates, or merges with or is consolidated into any other entity, or (22) if all or any part of any ownership interest in Mortgagor or any guarantor shall be sold, conveyed, hypothecated, pledged, mortgaged or otherwise encumbered, whether voluntary or involuntary, or there shall be an attempt to do any of the same, or (23) final judgments, excluding claims covered by insurance, for the payment of money in excess of One Hundred Thousand Dollars (\$100,000.00) in the aggregate, shall be rendered against the Mortgagor or any guarantor, and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed, provided that a judgment

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shall be deemed "final" only when the time for appeal shall have expired without an appeal having been claimed, or all appeals and further reviews claimed have been determined adversely to Mortgagor or any guarantor, as is applicable, or (24) (Intentionally Omitted), or (25) in the event there is an "Event of Default" as defined in any of the Loan Documents;

b. THEN, upon the happening of any one or more of the aforementioned events, same shall be considered a default of this Mortgage and the Note, and the other Loan Documents. Upon such default, the aggregate sum(s) set forth in the Note then remaining unpaid, with interest accrued to that time and unpaid, and the remainder of the indebtedness shall become due and payable forthwith or thereafter, at the option of the Mortgagee, as fully and completely as if all the said sums of money were originally stipulated to be paid on such day, anything in the Note or in this Mortgage or in the other Loan Documents to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if the indebtedness had matured prior to its institution, and this Mortgage may thereupon be foreclosed for the whole of said money, interest and costs, including, without limitation, reasonable attorneys' fees, though all collection, trial, appellate and administrative procedures, or the Mortgagee, at its option, may foreclose only as to the sum past due without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof and, at such foreclosure sale, the Property shall be sold subject to all remaining items of indebtedness, and the Mortgagee may again foreclose in the same manner as often as there may be any sum past due. Upon any such acceleration, any interest reserved, paid or to be paid in excess of the maximum nonusurious rate of interest shall be abated or, if previously reserved or paid, shall be credited against the aggregate sum of principal so accelerated. In order to accelerate the maturity of the Note because of Mortgagor's failure to pay any imposition, premium, charge, liability, obligation or encumbrance upon the Property as required by this Mortgage, or in order to accelerate because of any other default by Mortgagor, Mortgagee shall not be required to pay the same or to advance funds to cure the default, notwithstanding Mortgagee's option under this Mortgage or any other Loan Document to do so; and no such payment or advance by Mortgagee shall be deemed or construed a waiver of Mortgagee's right to accelerate the maturity of the Note on account of such failure or other default. Upon disposition of any of the Property or any other collateral referred to in this Mortgage or the other Loan Documents after the occurrence of any default hereunder, the Mortgagor shall be and shall remain liable for any deficiency. If while any insurance proceeds, unearned premiums or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor, or any lessee, or anyone else for the cost of repair, rebuilding or restoration of any of the Property, the Mortgagee shall become entitled to accelerate the maturity of the indebtedness secured hereby, then the Mortgagee shall be entitled to apply all such insurance proceeds, unearned premiums and condemnation awards in reduction of the indebtedness in such order as Mortgagee may elect, and any excess of such funds over the amount of the indebtedness shall be paid to Mortgagor or any party entitled thereto, with out interest, as the same may appear on the records of the Mortgagee.

c. That in the event the Mortgagee shall proceed to enforce any right under this Mortgage and such proceeding shall be discontinued or abandoned for any reason, then, in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions, and the rights, remedies and powers of the Mortgagee shall continue as if no such proceedings had been commenced.

d. Notwithstanding anything contained in this Paragraph to the contrary, Mortgagee shall have the right to (1) foreclose this Mortgage for installments in arrears,

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without acceleration of the entire indebtedness; or (2) sue upon the Note, or any installments thereof in default, and such action or actions by the Mortgagee shall not waive Mortgagee's security or its right to accelerate and foreclose at any future time.

e. The failure of Mortgagee to exercise the option for acceleration of the indebtedness and/or foreclosure or to exercise any other option granted in this Mortgage to Mortgagee or in any one or more instances or the acceptance of Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity. Rescission of acceleration of maturity by Mortgagee shall entitle Mortgagee to charge a reasonable reinstatement fee.

12. MISCELLANEOUS. That time is of the essence of each and every provision of this agreement, but Mortgagee's forbearance to enforce any of the rights or option hereunder shall not be construed as a waiver of any of the terms and conditions of this Mortgage.

The terms and conditions of this Mortgage and the rights, obligations and duties thereunder shall be construed and enforced in accordance with the internal laws of the State of Florida without regard for conflicts of laws principles and venue with respect to any litigation concerning this Mortgage shall be exclusively in Citrus County, Florida.

That this Mortgage is binding on and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns; the terms herein shall include either the singular or plural, and the use of any gender shall include all genders.

Neither this Mortgage nor any term or provision hereof may be altered or amended in any manner except by an instrument in writing signed by the Mortgagee and the Mortgagor.

That all covenants contained in this Mortgage shall run with the land and the fact that any successor in interest takes possession of this Property shall constitute conclusive evidence of their agreement to be bound thereby.

13. CONSTRUCTION LOAN. (Intentionally Omitted).

14. FUTURE ADVANCES. Upon request by Mortgagor, Mortgagee at Mortgagee's option within twenty (20) years from the date of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

15. SECURITY AGREEMENT. Mortgagor acknowledges and agrees that this Mortgage shall be construed as a Mortgage of both real property and personal property and shall also constitute and serve as a "Security Agreement" within the meaning of the Uniform Commercial Code as adopted in the State of Florida. The Mortgagor does hereby grant unto the Mortgagee a security interest in and to all of the property described in this

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Mortgage and Financing Statement filed with the Secretary of State and/or Clerk of the Circuit Court of Citrus County, Florida, simultaneously with this Mortgage. The Mortgagee shall have all rights with respect to the Property which is subject to the security interest afforded by the Uniform Commercial Code as adopted in the State of Florida and as may hereafter be modified, amended or substituted, in addition to but not in limitation of the other rights afforded the Mortgagee hereunder. The Mortgagor agrees to make, execute and deliver unto the Mortgagee, in form satisfactory to the Mortgagee, such Financing Statements and further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, protect and preserve Mortgagee's security interest.

16. TRANSFER OF PROPERTY.

a. Mortgagor agrees that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Property or any interest therein, whether voluntary or by operation of law, without the Mortgagee's prior written consent, shall be an event of default hereunder. For purposes of and without limiting the generality of the foregoing, the occurrence at any time of any one of the following events shall be deemed to be an unpermitted transfer of title to the Property and therefore an event of default hereunder:

(i) any sale, conveyance, assignment, agreement for deed or other transfer of all or any part of the Property or any lease for a period in excess of three (3) years covering the entire Property;

(ii) any termination by Mortgagor of its role as owner of the Property; or

(iii) a voluntary transfer at anytime or from time to time of any interest in the Mortgagor by any one or more of the Members holding in the aggregate (at the date thereof) more than fifty percent (50%) of the Membership Interest of the Mortgagor.

17. MEMBER TRANSFERS. The Mortgagor warrants and represents that neither the Mortgagor's Articles of Organization, nor any amendment thereto, nor the Operating Agreement of the Mortgagor, or any loan or other agreements to which the Mortgagor is a party requires any vote or consent of its Members or the consent of any creditor to mortgage property or any interest therein and that the execution and delivery of this Mortgage has been duly authorized by the Members of the Mortgagor. The Mortgagor covenants that at no time shall any of its Members or others having any ownership or a beneficial interest therein, as of the date of this Mortgage, transfer more than ten percent (10%) of the aggregate total of such interest (or such lesser amount as would terminate a controlling interest) without the prior written consent of the Mortgagee; except the Members shall be allowed to make interfamily transfers without obtaining the Mortgagee's written consent but Members must notify Mortgagee in writing of said transfer.

18. COLLATERAL ASSIGNMENT OF RENTS, ISSUE AND PROFITS.

a. That until default in the performance of the covenants and agreements of this Mortgage, the Note or the other Loan Documents, the Mortgagor shall be entitled to collect the rents, prepaid rents, prepayment penalties, deposits, revenues, issues and profits from the Property, but in the event of default in any of the terms of this Mortgage, the Note, or the other Loan Documents, or of the filing of a complaint to foreclose this or any other mortgage encumbering the Property, the Mortgagee shall immediately and without notice be entitled, as a matter of right and without regard to the value of the Property or to the



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solvency or insolvency of the parties, to the appointment of a receiver of the Property and of the rents, issues and profits thereof, with the usual power of receivers in such cases, and such receiver may be continued in possession of the Property until the time of the sale thereof, under such foreclosure, and until the confirmation of such sale by the court.

b. That notwithstanding the provisions of subparagraph (a) of this Paragraph 18, all the rents, prepaid rents, prepayment penalties, deposits, revenues, issues and profits arising out of the operation of the Property are, by the terms hereof, assigned to the Mortgagee as further security for the payment of the indebtedness and no other instrument or documents need be executed by the Mortgagor to effect such assignment, although the Mortgagor agrees to execute any such documents or instruments as Mortgagee may require in furtherance of the terms hereof, within five (5) days of any request by the Mortgagee. Any subsequent assignment of the rents, prepaid rents, prepayment penalties, deposits, revenues and profits of the Property, or any part thereof, to any party other than Mortgagee, shall at all times be inferior and subordinate to the assignment granted hereby and to the rights of the Mortgagee.

19. LITIGATION COMMENCED BY PARTIES OTHER THAN MORTGAGEE. That if any action or proceeding shall be commenced by any person other than the Mortgagee (except an action to foreclose this Mortgage or to collect the debt secured hereby) to which action or proceeding the Mortgagee is made a party, or which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any such litigation (including reasonable counsel fees through all trial, appellate and administrative levels) shall be immediately due and payable by the Mortgagor, together with interest thereon at the rate set forth in the Note applicable to a period when default exists thereunder, and shall be secured by this Mortgage.

20. ESTOPPEL CERTIFICATE. That the Mortgagor shall, within five (5) days after written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee an estoppel certificate, duly acknowledged, setting forth the amount of principal and interest unpaid under the Note and the general status of this Mortgage, including, without limitation, whether any offsets or defenses exist against payment of the indebtedness.

21. RELEASE OF COLLATERAL. That the Mortgagee may at any time, without notice to any person, release any portion of the Property or any other collateral or any portion of any other collateral which may be held as security for the payment of the indebtedness, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers or guarantors, if any, and all other persons who are or shall be liable for the payment of the indebtedness, and without affecting, disturbing or impairing in any manner or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is understood and agreed by the Mortgagor that any release or releases of the Property may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

22. LOAN DOCUMENTS, CROSS-DEFAULT, CROSS-COLLATERALIZATION. (Intentionally Omitted).

23. ADDITIONAL FINANCING. That the obtaining of any additional financing secured by the Property, or any part thereof, or any other encumbrance of the Property, or any part thereof, including, without limitation, "wrap-around" financing, without the prior written consent of the Mortgagee, shall constitute a default of this Mortgage and Mortgagee may,

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047189 BK: 3184 PG: 84 7/12/2021 2:52 PM 11 Receipt: 2021040016  
RECORDING \$120.50 M DOCTAX PD \$1,750.00 INT TAX PD \$1,000.00

at Mortgagee's option, enforce any and all of Mortgagee's rights, remedies and recourses set forth in this Mortgage.

24. LIENS IMPOSED BY FUTURE LAW/INSUFFICIENT DOCUMENTS STAMPS.

a. That in the event of the passage, after the date of this Mortgage, of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon the Mortgagee the obligation to pay the whole, or any part, of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts as to affect this Mortgage or the indebtedness secured hereby, the Mortgagor shall pay such amounts within thirty (30) days of the Mortgagee's demand.

b. That if at any time any applicable agency of the State of Florida shall determine that the documentary stamps affixed to the Note are insufficient or if no documentary stamps have been affixed and that such stamps should thereafter be affixed, the Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination and the amount of money needed to pay for such stamps and penalties shall, until such stamps are purchased and affixed, be a portion of the indebtedness and bear interest from the date of such determination at the rate set forth in the Note applicable to a period when default exists thereunder, and shall be secured by this Mortgage.

c. That if at any time applicable law shall require Internal Revenue Stamps to be affixed to the Note, Mortgagor shall pay for the same, together with any interest or penalties imposed in connection therewith.

25. ENVIRONMENTAL CONDITION OF PROPERTY; INDEMNIFICATION. Mortgagor warrants and represents to Mortgagee after thorough investigation that: (a) the Property described herein is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et seq.*, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and Chapter 403, Florida Statutes, and (b)(i) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, and material containing asbestos) located on, in or under the Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous material, substances, wastes or other environmentally regulated substances, which Mortgagor is legally authorized and empowered to maintain on, in or under the Property or use in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the nature or extent of any hazardous material, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047189 BK: 3184 PG: 85 7/12/2021 2:52 PM 12 Receipt: 2021040016  
RECORDING \$120.50 M DOCTAX PD \$1,750.00 INT TAX PD \$1,000.00

Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Mortgagee as a direct or indirect result of any warranty or representation made by Mortgagor in the preceding paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Mortgagee, Mortgagor or any transferee of Mortgagor or Mortgagee.

Mortgagor's obligations hereunder shall not be limited to any extent by the terms of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Mortgage or foreclosure under this Mortgage or delivery of a deed in lieu of foreclosure.

26. CONDOMINIUM COVENANTS. (Intentionally Omitted).

27. PARTIAL RELEASES. (Intentionally Omitted).

28. COMMITMENT LETTER. (Intentionally Omitted).

29. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF MORTGAGOR OR MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGOR AND THE MORTGAGEE ENTERING INTO THE LOAN EVIDENCED BY THIS MORTGAGE.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047189 BK: 3184 PG: 86 7/12/2021 2:52 PM 13 Receipt: 2021040016  
RECORDING \$120.50 M DOCTAX PD \$1,750.00 INT TAX PD \$1,000.00

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$452,886.28, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

WITNESSES:

Lisa R. West  
Signature - 1st Witness

Lisa L. West  
Printed Name - 1st Witness

Carey L. Ugas  
Signature - 2nd Witness

Carey L. Ugas  
Printed Name - 2nd Witness

EASTROB, LLC, a Florida limited liability company

By: John M. Roberts  
John M. Roberts  
Manager

Post Office Address:  
27941 U.S. Hwy 19 N  
Clearwater, FL 33761

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization by John M. Roberts, who is the Manager of EASTROB, LLC, a Florida limited liability company, on behalf of such company, and  who is personally known to me, or  who has produced \_\_\_\_\_ as identification, on this 12th day of July, 2021.

Lisa R. West  
Notary Public



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047189 BK: 3184 PG: 87 7/12/2021 2:52 PM 14 Receipt: 2021040016  
RECORDING \$120.50 M DOCTAX PD \$1,750.00 INT TAX PD \$1,000.00

**Exhibit "A"**  
**Legal Description**

Begin at the intersection of the North boundary of Section 33, Township 18 South, Range 17 East, with the Easterly right of way line of Kings Bay Road, thence run N. 89°58'32"E., along the North boundary of said Section 33, 462.78 feet, thence S. 02°42'25"W., 425.38 feet, thence S. 59°00'00"W., 888.66 feet, thence along the arc of a curve to the left 52.39 feet, chord bearing and length being S. 55°06'05"W., 52.35 feet, thence along the arc of a curve to the left 99.63 feet, chord bearing and length being S. 43°47'22"W., 99.35 feet, thence N. 61°05'10"W. 153.26 feet more or less to the Southeasterly right-of-way line of Kings Bay Road, thence N. 28°54'49"E., 429.47 feet to the P.C. of a curve concaved Southeasterly, thence along the arc of said curve a distance of 643.26 feet to the P.T. of said curve, chord bearing and length being N. 33°46'50"E., 642.50 feet to the Point of Beginning. (formerly described as Lots 52 thru 66 in Block T, all of the Block U, and all of Oak Hill Circle as shown on the Plat of Kimberly Plantation Estates, Trace 4, as recorded in Plat Book 8, Pages 75 thru 77, Public Records of Citrus County, Florida, now vacated)

AND

Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.

H:\LIBRARY\20\28633\Docs\Legal Description.wpd

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047385 BK: 3184 PG: 718 7/13/2021 10:48 AM 1 Receipt: 2021040183  
RECORDING \$18.50

THIS INSTRUMENT PREPARED BY:  
Dee Wellman  
Capital City Bank  
P.O. Box 900  
Tallahassee, FL 32302

COLLATERAL ASSIGNMENT OF MORTGAGE NOTE AND GUARANTY

EAST BALD EAGLE PROPERTIES, I, LLC, a Florida limited liability company, as Assignor, for value received hereby collaterally assigns unto CAPITAL CITY BANK, a state banking corporation, as Assignee, that certain Purchase Money Mortgage and Security Agreement (the "Mortgage"), made by EASTROB, LLC ("EASTROB"), a Florida limited liability company, to Assignor securing the principal sum of \$500,000.00 and recorded in Official Records Book 3184, Page 74, Public Records of Citrus County, Florida, said Mortgage constituting a first lien upon that certain property in Citrus County, Florida, as described in said Mortgage, TOGETHER with the Purchase Money Promissory Note (the "Note") described in said Mortgage and the moneys due and to become due thereon with interest, and the Unconditional Guaranty Agreement (the "Guaranty") from John M. Robert that, inter alia, guarantees the obligations under Note, TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns forever.

Assignor warrants and confirms to Assignee that (i) Assignor is the legal and equitable owner and holder of the foregoing Note, Mortgage and Guaranty (collectively, the Note, Mortgage and Guaranty are sometimes referred to hereinafter the "Collateral"), (ii) Assignor has not previously sold, transferred, assigned or pledged all or any portion of the Collateral to any other party; (iii) Assignor has the full power, right and authority to transfer the Collateral to Assignee free and clear of any security interest, lien or other encumbrance; (iv) Assignor has hereby collaterally assigned the Collateral to Assignee free and clear of any security interest, lien or other encumbrance, and (v) the principal amount now outstanding and owed by EASTROB to Assignor under the Note is \$500,000.00, which amount Assignor warrants and confirms to be owed by EASTROB to Assignor free of or from any offset, defenses or counterclaims.

Assignor agrees that this assignment is for collateral purposes only, and does not relieve Assignor of its responsibilities or obligations relating to the promissory note contemporaneously herewith made by Assignor to Assignee or to the Collateral itself; no liability shall accrue to Assignee as a result of this Assignment, and Assignor agrees to hold harmless and to indemnify Assignee from any and all expenses or losses incurred in relation hereto. In the event of default by Assignor under the promissory note contemporaneously herewith made by Assignor to Assignee (or any other loan document executed in connection therewith), which note is secured by this Assignment, Assignee may avail and pursue any and all other remedies which may be available to it, including those available to it under the Uniform Commercial Code, any applicable law and/or otherwise available to assignee under this Assignment or any loan document executed by Assignor in connection with the obligation secured by this Assignment. Without limiting the foregoing, in the event of a default in the performance of any of the terms or covenants of the aforementioned promissory note contemporaneously herewith made by Assignor to Assignee (or any other loan document executed in connection therewith), Assignee may, upon ten (10) days written notice, forfeit all interest which Assignor may have in the Collateral, and exercise complete dominion and control over said Collateral in all respects, with Assignor hereby agreeing that its interest in the Collateral shall immediately cease, and Assignee shall become vested with the complete ownership of the Collateral. Further, Assignee may sell the Collateral at public or private sale, and Assignee may become the purchaser thereof. As a result of said sale, all of Assignor's rights, title, and interest in and to the Collateral shall vest in the purchaser thereof, and as to Assignor, the same shall cease and terminate. Assignor consents and agrees to such a sale, without the requirement for a previous sale or reduction to possession of any other property pledged as collateral.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021047385 BK: 3184 PG: 719 7/13/2021 10:48 AM 2 Receipt: 2021040183  
RECORDING \$18.50

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly and properly executed this 9<sup>th</sup> day of July, 2021.

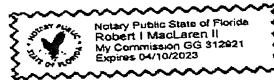
EAST BALD EAGLE PROPERTIES, I, LLC

By: [Signature]  
Its: Manager  
750 S. Dixie Highway  
Boca Raton FL 33482  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing Collateral Assignment of Mortgage, Note and Guaranty was acknowledged before me by means of physical presence, by JEFF BRADY, as MANAGER of EAST BALD EAGLE PROPERTIES, I, LLC, a Florida limited liability company, on the 9<sup>th</sup> day of July, 2021. The Acknowledger is/are  personally known to me or ( ) produced as identification.

[Signature]  
NOTARY PUBLIC, STATE OF





**ORDINANCE NO. 13-O-01**

OFFICIAL RECORDS  
 CITRUS COUNTY  
 ANGELA VICK  
 CLERK OF THE CIRCUIT COURT \$44.00  
 RECORDING FEE:  
 # 2013006750 BK:2532 PG:2023  
 02/13/2013 10:43 AM 5 PGS  
 KHUNT, DC Receipt #006289

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF 14.04 ACRES MOL OF PROPERTY OWNED BY EAST BALD EAGLE PROPERTIES I, LLC, INTO THE CORPORATE LIMITS OF THE CITY OF CRYSTAL RIVER, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, East Bald Eagle Properties I, LLC, the owner of 14.04 total acres (MOL) of real property in an unincorporated area of Citrus County, which is contiguous to the corporate limits of the City of Crystal River, Florida, and which is reasonably compact, has petitioned the City Council of the City of Crystal River to be annexed into the City of Crystal River, Florida; and

**WHEREAS**, the City Council of the City of Crystal River finds that enactment of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Crystal River; and

**WHEREAS**, not fewer than ten (10) days prior to publishing or posting the aforesaid Ordinance, the City Clerk of the municipality has provided a copy of the notice, via certified mail, to the Board of the County Commissioners of Citrus County, Florida; and

**WHEREAS**, a Public Hearing was conducted pursuant to the published notice described herein, at which time any and all parties in interest and all others had an opportunity to be heard in a quasi-judicial proceeding,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA AS FOLLOWS:**

**SECTION 1. PURPOSE.** The purpose of this Ordinance is to authorize the voluntary annexation of real property owned by, East Bald Eagle Properties I, LLC into the City of Crystal River, Florida, pursuant to the Petition for Voluntary Annexation submitted by the petitioner and owner of said property as authorized by Section 171.044, Florida Statutes.

**SECTION 2. AUTHORITY.** The City Council is authorized to take this action pursuant to Article III of the City Charter of the City of Crystal River and Part II, Code of Ordinances, Chapter 1, General Provisions, of the Code of Ordinances of the City of Crystal River, as well as Section 171.044, Florida Statutes.



**SECTION 3. SUFFICIENCY OF PETITION.** The City of Crystal River, Florida, herein accepts the petition of, East Bald Eagle Properties I, LLC, for the property specifically described herein, voluntarily annexing their land into the corporate limits of the City, and that the City of Crystal River, Florida herein determines that the petition bears the signature of all present owners of the real property to be annexed.

**SECTION 4. LEGAL DESCRIPTION OF ANNEXED AREA.** The property being voluntarily annexed into the corporate limits of the City of Crystal River, Florida is legally described in *Exhibit A* and also identified on the location map referred to as *Exhibit B* attached and made part of this document.

**SECTION 5. PUBLICATION.** That prior to final reading and passage of this Ordinance, it shall be published once a week for two (2) consecutive weeks in some newspaper of general circulation within the City or if no newspaper is published in the City, then in a newspaper of general circulation within the City published in Citrus County, Florida, and that a copy of said notice shall be provided by certified mail to the Citrus County Board of County Commissioner's.

**SECTION 6. OFFICIAL FILING OF ORDINANCE.** That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Citrus County, Florida, and served upon the Chairman of the Board of County Commissioners of Citrus County, Florida; the Property Appraiser of Citrus County, Florida and the Department of State, Secretary of State, State of Florida.

**SECTION 7. CODIFICATION.** It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Crystal River, Florida, with the exception of Sections 2, 7, 8 and 9. The word "Ordinance", or similar words may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance within Part II, Code of Ordinances, Chapter 16, Water and Sewer Services, Section 16-26 and Section 16-42 respectively.

**SECTION 8. CONFLICTS AND REPEALER.** This Ordinance shall be cumulative of all provisions of the ordinances of the City of Crystal River, Florida, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event all Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 9. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 10. EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon its adoption by the Crystal River City Council.

Notice to the Chief Administrative Officer of the Citrus County Board of County Commissioners was sent via certified mail on the 18<sup>th</sup> day of Dec, 2012

Notice was mailed to affected parties (if any) via United States Certified Mail on the \_\_\_ day of \_\_\_, 2013. N/A

Jan APPROVED on first reading after due public notice and public hearing the 14<sup>th</sup> day of Jan, 2013.

Jan ADOPTED on second reading after due public notice and public hearing the 28<sup>th</sup> day of Jan, 2013.

CITY OF CRYSTAL RIVER

JIM FARLEY, MAYOR

ATTEST: Carol Harrington  
CAROL A. HARRINGTON, CITY CLERK

APPROVED AS TO FORM AND CONTENT:  
George Angeladis  
GEORGE ANGELADIS, CITY ATTORNEY

Farley  
Gudis  
Brown  
Wheeler  
Holmes

Y  
Y  
Absent 2nd Rdg  
Y  
Y

Attachments: Exhibit A: Legal Description; Exhibit B: Location Map

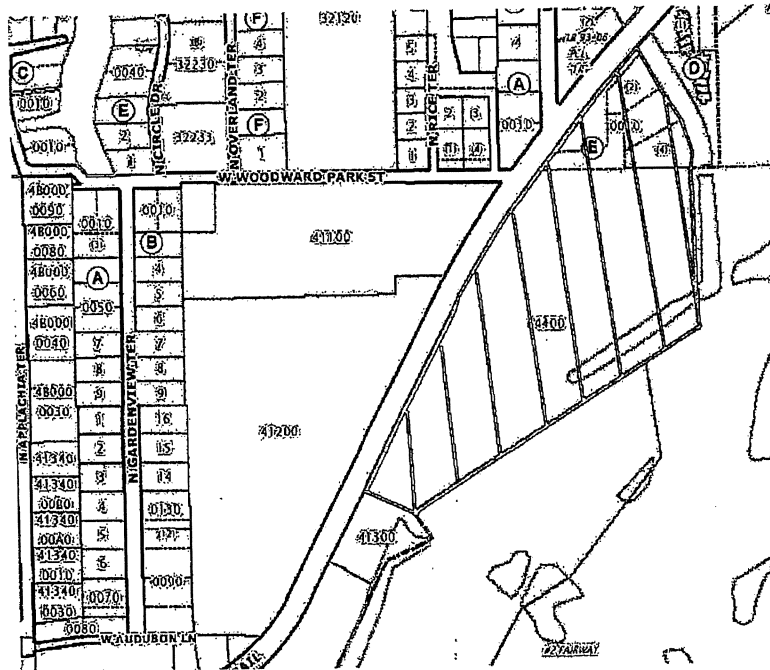
**EXHIBIT 'A'****ALT KEY 1092884 CITRUS COUNTY PROPERTY APPRAISER:**

GOLF VIEW SUBDIVISION LOTS 1, 2, 3 & 4 BLOCK E AND PART OF MASHIE ROAD  
VACATED IN RESOLUTION #80-92 DESCRIBED IN OR BOOK 1203, PAGE 1257.

**ALT KEY 1098017 CITRUS COUNTY PROPERTY APPRAISER:**

BEG AT INTERSECTION OF N BOUNDRY OF SEC 33-18-17 WITH EASTERLY R/W  
LINE OF KINGS BAY RD TH N 89DEG 58M 32S E ALONG NORTH BOUNDRY OF SAID  
SEC 33 462.78 FT TH S 02DEG 42M 25S W 425.38 FT TH S 59DEG 00M 00S W 888.66 FT  
TH ALONG ARC OF A CURVE TO LEFT 52.39 FT CHORD BEARING AND LENGTH  
BEING S 55DEG 06M 05S W 52.35 FT TH ALONG ARC OF A CURVE TO LEFT 99.63 FT  
CHORD BEARING AND LENGTH BEING S 43DEG 47M 22S W 99.35 FT TH N 61DEG  
05M 10S W 153.26 FT MOL TO SOUTHEASTERLY R/W LINE OF KINGS BAY RD TH N  
28DEG 54M 49S E 429.47 FT TO P C OF CURVE CONCAVED SE'LY TH AL ARC OF SD  
CURVE 643.26 FT TO P T OF SD CURVE CONCAVED SE'LY TH AL ARC OF SD CURVE  
642.50 FT TO POB

**EXHIBIT 'B'**



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021006804 BK: 3131 PG: 1787 2/3/2021 11:27 AM 1 Receipt: 2021005843

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR CITRUS COUNTY, FLORIDA

EAST BALD EAGLE  
PROPERTIES I, LLC,

Case No.: 2020 CA 000554 A

Plaintiff

vs.

JAMES RAYMOND HOLLAND,

Defendant.

**ORDER ON PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

THIS CAUSE having come on before this Court on January 27, 2021 on Plaintiff's Motion for Partial Summary Judgment and the Court having reviewed the file and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Partial Summary Judgment is hereby GRANTED.
2. Partial summary judgment is granted on Plaintiff's Count I for declaratory relief and the Court finds that Defendant, JAMES RAYMOND HOLLAND, has no legally recognized interest in the subject real property located at 9371 West Fort Island Trail, Crystal River, Florida 34429.
3. The Court further finds any interest created by the following instruments:
  - a. Letter of Intent to notify all parties by James Raymond Holland recorded on May 11, 2020, in the Official Records Book 3059 at Page 583 of the Public Records of Citrus County, Florida.

FEB- 1 21 4:40 PM

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021006804 BK: 3131 PG: 1788 2/3/2021 11:27 AM 2 Receipt: 2021005843

b. Letter of Intent to notify all parties by James Raymond Holland recorded on  
June 3, 2020, in the Official Records Book 3064 at Page 1408 of the Public  
Records of Citrus County, Florida.

is declared null and void and of no legal force or effect whatsoever and any cloud on  
the title of the subject real property that may have been created by the instruments is  
declared released and eliminated for all purposes.

DONE AND ORDERED in Chambers at Citrus County, Florida, this 1<sup>st</sup> day of  
Feb., 2021.

*Carol Falvey*  
CAROL FALVEY, CIRCUIT JUDGE

Copies furnished.

Lavalle, Brown & Ronan, P.A., 750 South Dixie Highway, Boca Raton, FL 33432  
[efiling@lavallebrown.com](mailto:efiling@lavallebrown.com); [cmartin@lavallebrown.com](mailto:cmartin@lavallebrown.com)

Robert S. Christensen, Esq., P. O. Box 415, Homosassa Springs, FL 34447  
[christensenlaw@earthlink.net](mailto:christensenlaw@earthlink.net); [rsc1967@gmail.com](mailto:rsc1967@gmail.com)

Furnished by U.S. or Electronic Mail  
pursuant to SC10-2701 this  
2<sup>nd</sup> day of Feb 2021  
By *Angela Vick*  
Citrus County Clerk of Court  
Deputy Clerk

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021011069 BK: 3137 PG: 327 2/22/2021 4:53 PM 1 Receipt: 2021009517  
RECORDING \$27.00

**PREPARED BY:**  
**RECORD AND RETURN TO:**  
Robert I. MacLaren, II  
Attorney at Law  
Osborne & Osborne, P.A.  
P.O. Drawer 40  
Boca Raton, FL 33429  
File No. 20-28633

**COVER SHEET TO THE  
ORDER ON PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

Please record against the following legal description:

Begin at the intersection of the North boundary of Section 33, Township 18 South, Range 17 East, with the Easterly right of way line of Kings Bay Road, thence run N. 89°58'32"E., along the North boundary of said Section 33, 462.78 feet, thence S. 02°42'25"W., 425.38 feet, thence S. 59°00'00"W., 888.66 feet, thence along the arc of a curve to the left 52.39 feet, chord bearing and length being S. 55°06'05"W., 52.35 feet, thence along the arc of a curve to the left 99.63 feet, chord bearing and length being S. 43°47'22"W., 99.35 feet, thence N. 61°05'10"W. 153.26 feet more or less to the Southeasterly right-of-way line of Kings Bay Road, thence N. 28°54'49"E., 429.47 feet to the P.C. of a curve concaved Southeasterly, thence along the arc of said curve a distance of 643.26 feet to the P.T. of said curve, chord bearing and length being N. 33°46'50"E., 642.50 feet to the Point of Beginning. (formerly described as Lots 52 thru 66 in Block T, all of the Block U, and all of Oak Hill Circle as shown on the Plat of Kimberly Plantation Estates, Trace 4, as recorded in Plat Book 8, Pages 75 thru 77, Public Records of Citrus County, Florida, now vacated)

AND

Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.

Parcel ID: 17E18S280100 000E0 0010 Altkey: 1092884

AND

Parcel ID: 17E18S33 14400 Alt Key: 1098017

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021011069 BK: 3137 PG: 328 2/22/2021 4:53 PM 2 Receipt: 2021009517  
RECORDING \$27.00

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR CITRUS COUNTY, FLORIDA

EAST BALD EAGLE  
PROPERTIES I, LLC,

Plaintiff

vs.

JAMES RAYMOND HOLLAND,

Defendant.

Case No.: 2020 CA 000554 A

CERTIFIED TO BE A TRUE COPY  
ANGELA VICK  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER  
BY *Angela Vick* D.C.  
THIS 10<sup>th</sup> DAY OF Feb 2021



**ORDER ON PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

THIS CAUSE having come on before this Court on January 27, 2021 on Plaintiff's Motion for Partial Summary Judgment and the Court having reviewed the file and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Partial Summary Judgment is hereby GRANTED.
2. Partial summary judgment is granted on Plaintiff's Count I for declaratory relief and the Court finds that Defendant, JAMES RAYMOND HOLLAND, has no legally recognized interest in the subject real property located at 9371 West Fort Island Trail, Crystal River, Florida 34429.
3. The Court further finds any interest created by the following instruments:
  - a. Letter of Intent to notify all parties by James Raymond Holland recorded on May 11, 2020, in the Official Records Book 3059 at Page 583 of the Public Records of Citrus County, Florida.

FEB 17 2021 4:40 PM

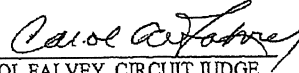


Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller  
#2021011069 BK: 3137 PG: 329 2/22/2021 4:53 PM 3 Receipt: 2021009517  
RECORDING \$27.00

b. Letter of Intent to notify all parties by James Raymond Holland recorded on  
June 3, 2020, in the Official Records Book 3064 at Page 1408 of the Public  
Records of Citrus County, Florida.

is declared null and void and of no legal force or effect whatsoever and any cloud on  
the title of the subject real property that may have been created by the instruments is  
declared released and eliminated for all purposes.

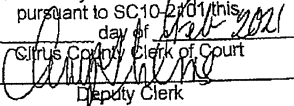
DONE AND ORDERED in Chambers at Citrus County, Florida, this 1<sup>st</sup> day of  
Feb, 2021.

  
CAROL FALVEY, CIRCUIT JUDGE

Copies furnished.

Lavalle, Brown & Ronan, P.A., 750 South Dixie Highway, Boca Raton, FL 33432  
[efiling@lavallebrown.com](mailto:efiling@lavallebrown.com); [cmartin@lavallebrown.com](mailto:cmartin@lavallebrown.com)

Robert S. Christensen, Esq., P. O. Box 415, Homosassa Springs, FL 34447  
[christensenlaw@earthlink.net](mailto:christensenlaw@earthlink.net); [rsc1967@gmail.com](mailto:rsc1967@gmail.com)

Furnished by U.S. or Electronic Mail  
pursuant to SC10-2701 this  
2<sup>nd</sup> day of Feb 2021  
By   
Angela Vick  
Deputy Clerk

JANICE A. WARREN C.F.C.  
CITRUS COUNTY TAX COLLECTOR

2020 Paid Real Estate  
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
1092884	LE-32000	000R

EASTROB LLC  
27941 US HWY 19 N  
CLEARWATER, FL 33761

9372 W FORT ISLAND TRL  
LOTS 1, 2, 3 & 4 BLK E GOLF VIEW SUB REC IN PB 3  
PG 7  
See Additional Legal on Tax Roll  
Exemptions:

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

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	MILLAGE RATE	TAXES LEVIED
General County	108,380	0	108,380	6.2176	673.86
Transportation Trust	108,380	0	108,380	0.5988	64.90
Health Department	108,380	0	108,380	0.0651	7.06
Library	108,380	0	108,380	0.3217	34.87
Schools Local Req'd Effort	108,380	0	108,380	3.6820	399.06
Schools Capital Outlay	108,380	0	108,380	1.5000	162.57
Schools Discretionary	108,380	0	108,380	0.7480	81.07
City of Crystal River	108,380	0	108,380	4.8000	520.22
SWFWMD General	108,380	0	108,380	0.2669	28.93
Mosquito Control	108,380	0	108,380	0.4478	48.53
<b>TOTAL</b>				18.6479	\$2,021.07

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
		NON-AD VALOREM ASSESSMENTS
		\$0.00

<b>COMBINED TAXES AND ASSESSMENTS</b>	\$2,021.07	See reverse side for important information.
---------------------------------------	------------	---

<b>If Paid By</b>	<b>Nov 30, 2020</b>				
Please Pay	\$0.00				

JANICE A. WARREN C.F.C.  
CITRUS COUNTY TAX COLLECTOR

2020 Paid Real Estate  
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
1092884	LE-32000	000R

EASTROB LLC  
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9372 W FORT ISLAND TRL  
LOTS 1, 2, 3 & 4 BLK E GOLF VIEW  
SUB REC IN PB 3 PG 7  
See Additional Legal on Tax Roll

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

<b>If Paid By</b>	<b>Nov 30, 2020</b>				
Please Pay	\$0.00				

Paid 11/25/2020 Receipt# 000-20-00009503 \$1,940.23

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

RETURN WITH PAYMENT.

DO NOT WRITE ON BOTTOM PORTION

Exhibit "D-1"

Partial Plat Vacation  
Lots 1-4, Block E  
Golf View Subdivision, Crystal River, Florida  
Section 28, Township 18S, Range 17E

COMMENTS

X

We agree to the stated partial plat vacation.

\_\_\_\_\_

We object to the partial plat vacation. If so, please state why.

\_\_\_\_\_

We agree to the partial plat vacation but require an alternate easement or access, either (1) concurrently with vacation resolution or (2) an easement at the time of permitting.

R 10/7/21  
Crystal River Utilities BEAU KEENE, P.E.  
DPW DIRECTOR

Comment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



7October2021

Florida Public Utilities  
3050 N Florida Ave  
Hernando FL 34442

To Whom It May Concern,

Florida Public Utilities (FPU) has no objection to the proposed vacate of the Easements at the location below;

9372 W Fort Island Trail, Crystal River, Florida  
Section 28, Township 18, Range 17  
Lots 1-4, Block E, Golf View Subdivision – Plat Book 3, Page 7

Florida Public Utilities has no facilities in the proposed area and releases any future access for the proposed vacate site.

Thank you,

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

Philip Zimmer  
Gas Operations Supervisor

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

A Subsidiary of



Exhibit "D-3"

**CITRUS COUNTY MOSQUITO CONTROL DISTRICT**

Commissioners:  
Stephanie Adams  
AJ Green  
Joe Adams



Director:  
George Deskins

October 14, 2021

Law Office of  
Clark A. Stillwell, LLC  
Attorney at Law  
PO Box 250  
Inverness, FL. 34451-0250

RE: Eastrob, LLC - Partial Plat Vacation – 9372 W Fort Island Trail, Crystal River, FL.  
Section 28, Township 18, Range 17, Lots 1-4, Block E, Golf View Subdivision – Plat  
Book 3, Page 7

Dear Mr. Stillwell,

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

Sincerely,

A handwritten signature in black ink, appearing to read "G. Deskins", written in a cursive style.

George Deskins  
Director



October 12, 2021

Clark A. Stillwell  
Law Office of Clark A. Stillwell, LLC  
Post Office Box 250  
Inverness, Florida 34451-0250  
(352) 726-6767  
(352) 726-8283-Facsimile  
[caslaw@tampabay.rr.com](mailto:caslaw@tampabay.rr.com)

Re: Eastrob,LLC - Partial Plat Vacation  
9372 W Fort Island Trail, Crystal River, Florida  
Section 28, Township 1 8, Range 17  
Lots 1-4, Block E, Golf View Subdivision - Plat Book 3, Page 7

Dear Clark Stillwell

Please be advised that Spectrum does not have conflict with vacating the location on your request, as our facilities are in the front easement of the area. Please let me know if I can be of further assistance.

Sincerely,

***Joe Goddard***  
***Construction Coordinator, Spectrum West Florida***  
***2850 S Lecanto Hwy***  
***Lecanto FL, 34446***



CenturyLink

10/27/2021

Eastrob, LLC  
c/o Clark A. Stillwell, LLC  
ATTN: Clark Stillwell.  
320 U.S. Highway 41 South  
Inverness, FL 34450

No Reservations/No Objection

**SUBJECT:** Partial Vacation of Plat  
9372 W. Fort Island Trail, Crystal River, FL  
Lots 1-4, Block E. Golf View Subdivision, Plat Book 3, Page 7.

To Whom It May Concern:

Embarq Florida, Inc., d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you would like to discuss this vacate request, please contact Bill Paul at 727-449-3544 or [william.d.paul@centurylink.com](mailto:william.d.paul@centurylink.com)

Sincerely yours,

Mike Pietlukiewicz  
Contract Manager III  
CenturyLink  
P839257

Exhibit "A"

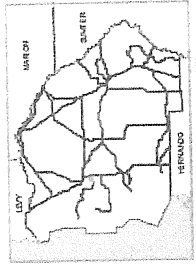
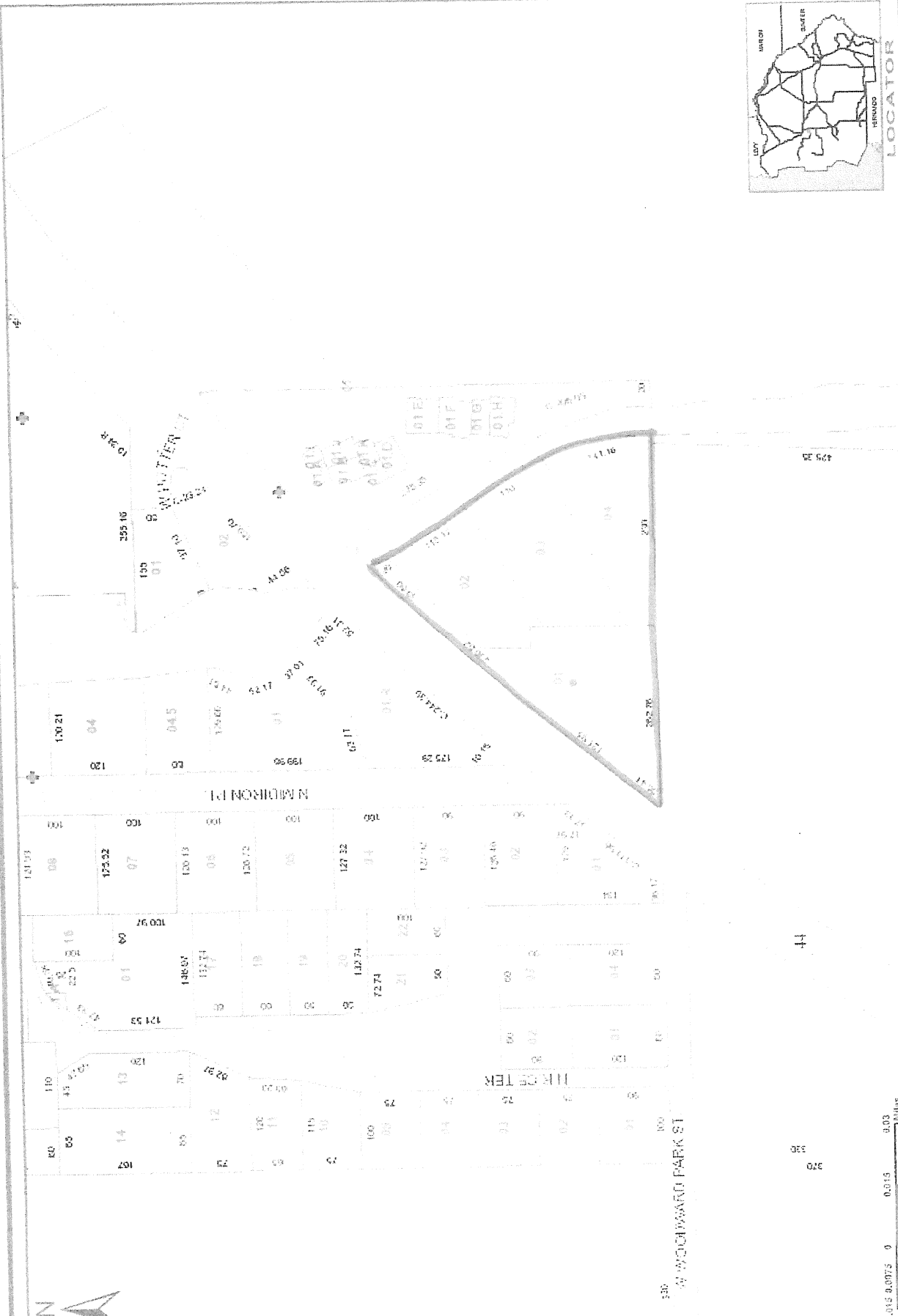
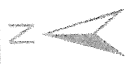
Legal Description

Begin at the intersection of the North boundary of Section 33, Township 18 South, Range 17 East, with the Easterly right of way line of Kings Bay Road, thence run N. 89°58'32"E., along the North boundary of said Section 33, 462.78 feet, thence S. 02°42'25"W., 425.38 feet, thence S. 59°00'00"W., 888.66 feet, thence along the arc of a curve to the left 52.39 feet, chord bearing and length being S. 55°06'05"W., 52.35 feet, thence along the arc of a curve to the left 99.63 feet, chord bearing and length being S. 43°47'22"W., 99.35 feet, thence N. 61°05'10"W. 153.26 feet more or less to the Southeasterly right-of-way line of Kings Bay Road, thence N. 28°54'49"E., 429.47 feet to the P.C. of a curve concaved Southeasterly, thence along the arc of said curve a distance of 643.26 feet to the P.T. of said curve, chord bearing and length being N. 33°46'50"E., 642.50 feet to the Point of Beginning. (formerly described as Lots 52 thru 66 in Block T, all of the Block U, and all of Oak Hill Circle as shown on the Plat of Kimberly Plantation Estates, Trace 4, as recorded in Plat Book 8, Pages 75 thru 77, Public Records of Citrus County, Florida, now vacated)

AND

Lots 1, 2, 3 and 4, Block E, GOLF VIEW SUBDIVISION, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.





**Geographic Information Systems**

Cynthia Skeshon  
Director

Prepared By : Web User

Date: 10/6/2021

Source: Enterprise Goodatabase

Copyright © 2014 Citrus County B.O.C.

Eastrob, LLC

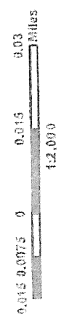


Exhibit "D-6"

Partial Plat Vacation  
Lots 1-4, Block E  
Golf View Subdivision, Crystal River, Florida  
Section 28, Township 18S, Range 17E

COMMENTS

We agree to the stated partial plat vacation.

We object to the partial plat vacation. If so, please state why.

We agree to the partial plat vacation but require an alternate easement or access, either (1) concurrently with vacation resolution or (2) an easement at the time of permitting.

*Natalie Honey*  
Duke Energy *Natalie Honey*  
10/21/2021

Comment:

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## Exhibit "E"

At the meeting of the Board of County Commissioners of Citrus County, Florida, held in the Citrus County Courthouse at Inverness, Florida, at 1:30 o'clock P.M. on the 21st day of October, 1980, Commissioner Langley introduced and moved the adoption of the following:

## "R E S O L U T I O N #80-92"

WHEREAS, Petition was presented to this Board by persons purporting to be the owners of the lands abutting on a certain portion of road, hereinafter described, and

WHEREAS, said Petition requested this Board to close, vacate, abandon and discontinue said portion of road, and

WHEREAS, this Board adopted a Resolution calling a public hearing to determine the advisability of closing, vacating, abandoning and discontinuing the same to be held in the County Commissioners' Room in the Citrus County Courthouse at Inverness, Florida, at 1:35 o'clock P.M. on the 21st day of October, 1980, and

WHEREAS, Notice of such hearing was published in accordance with the law at the expense of Petitioner, and

WHEREAS, hearing has been held in accordance with such Resolution, Notice and the law pertaining thereto, and

WHEREAS, this Board has determined that said portion of road should be closed, vacated, discontinued and abandoned and any right of Citrus County and the public in and to any lands delineated on said recorded plat as said portion of road should be renounced and disclaimed;

IT IS, THEREFORE, RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, as follows:

1. That the portion of road, described on the attached Exhibit "A" which is hereby made a part hereof by reference, be and the same is hereby closed, vacated, abandoned and discontinued and any right of Citrus County or the public in and to the same, or in and to the land delineated on said recorded plat of the same, is hereby renounced and disclaimed.

2. That a copy of this Resolution be signed by the Chairman of this Board, attested by the Clerk of this Board and that the

seal of this Board be affixed thereto, and the same furnished to  
Petitioner to be recorded in the Public Records of this County.

3. That notice of the adoption of this Resolution be published in a weekly newspaper by law to public legal notices in Citrus County, Florida, within thirty days from this date at the expense of Petitioner.

Motion seconded by Commissioner Jordan and carried.

BOARD OF COUNTY COMMISSIONERS  
OF CITRUS COUNTY, FLORIDA

BY: Catherine A. Rooks  
CATHERINE A. ROOKS, CHAIRMAN

ATTEST:

Walt Connors  
WALT CONNORS, CLERK

05-770

EXHIBIT "A"

GULFVIEW SUBDIVISION, according to the plat recorded in Plat Book 3, Page 7, public records of Citrus County, Florida, said streets are known as "Niblick Road" and "Mashie Road".

Map of Boundary Survey  
Lying in Section 28 & 33, Township 18 South,  
Range 17 East, Citrus County, Florida

Notes:

- Bearings hereon are based on an assumed value of South 89°58'33" West, for the South boundary of Section 28, Township 18 South, Range 17 East, said bearing is identical with the Plat of record.
- Features and improvements, (i.e. foundations, utilities, septic tanks, etc.) not visible beneath the surface of the ground, have not been located unless specifically depicted or noted hereon. If a septic tank is shown upon the map, it was located by probing the ground only and not by excavation. Additional wells and septic tanks may exist which are unknown to the surveyor.
  - Fences, overhead wires, and symbols shown hereon may be exaggerated for pictorial purposes only and are not to scale.
  - Property lines should not be reconstructed based on distances to improvements.
  - Additions or deletions to Survey Maps by other than the signing surveyor is prohibited without written consent of the signing surveyor.
  - This survey does not reflect or determine ownership.
  - This survey is certified to the date of the data acquisition in the field (shown hereon as survey date), ONLY.
- Instruments of record reflecting easements, rights-of-way, and/or ownership were furnished to the surveyor via a Title Commitment. No search of the public records has been done by the surveyor for any encumbrances for subject property or adjoining properties.
- The building setbacks shown hereon were taken from the record plat or information furnished to the surveyor only. Therefore, if no building setbacks are shown hereon, this does not imply that there are none on the subject property. It is suggested, by the surveyor, that all building setbacks (whether shown or not) are verified at the proper building department with the current zoning of the subject property.
- Subject Property shown hereon may be a division of a parent tract based on information provided by the client. If so, this survey does not guarantee a building permit and it is suggested that all divisions are verified at the proper building department with the current zoning of the subject property.
- Information from the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map shown hereon was current as of the effective or revised date of said map. Map revisions and amendments are periodically made by letter and may not be reflected on said map.

Description: (by client)

Begin at the intersection of the North Boundary of Section 33, Township 18 South, Range 17 East, with the Easterly right of way line of Kings Bay Road, thence run N. 89°58'32"E., along the North boundary of said Section 33, 462.78 feet, thence S. 02°42'25"W., 425.38 feet, thence S. 59°00'00"W., 888.66 feet, thence along the arc of a curve to the left 52.39 feet, chord bearing and length being S. 55°06'05"W., 52.35 feet, thence along the arc of a curve to the left 99.63 feet, chord bearing and length being S. 43°47'22"W., 99.35 feet, thence N. 61°05'10"W., 153.26 feet more or less to the Southeastery right-of-way line of Kings Bay Road, thence N. 28°54'49"E., 429.47 feet to the P.C. of a curve concave Southeastery, thence along the arc of said curve a distance of 643.26 feet to the P.T. of said curve, chord bearing and length being N. 33°46'50"E., 642.50 feet to the Point of Beginning. (formerly described as Lots 52 thru 66 in Block T, all of the Block U, and all of Oak Hill Circle as shown on the Plat of Kimberly Plantation Estates, Trace 4, as recorded in Plat Book 8, Pages 75 thru 77, Public Records of Citrus County, Florida, Now vacated)

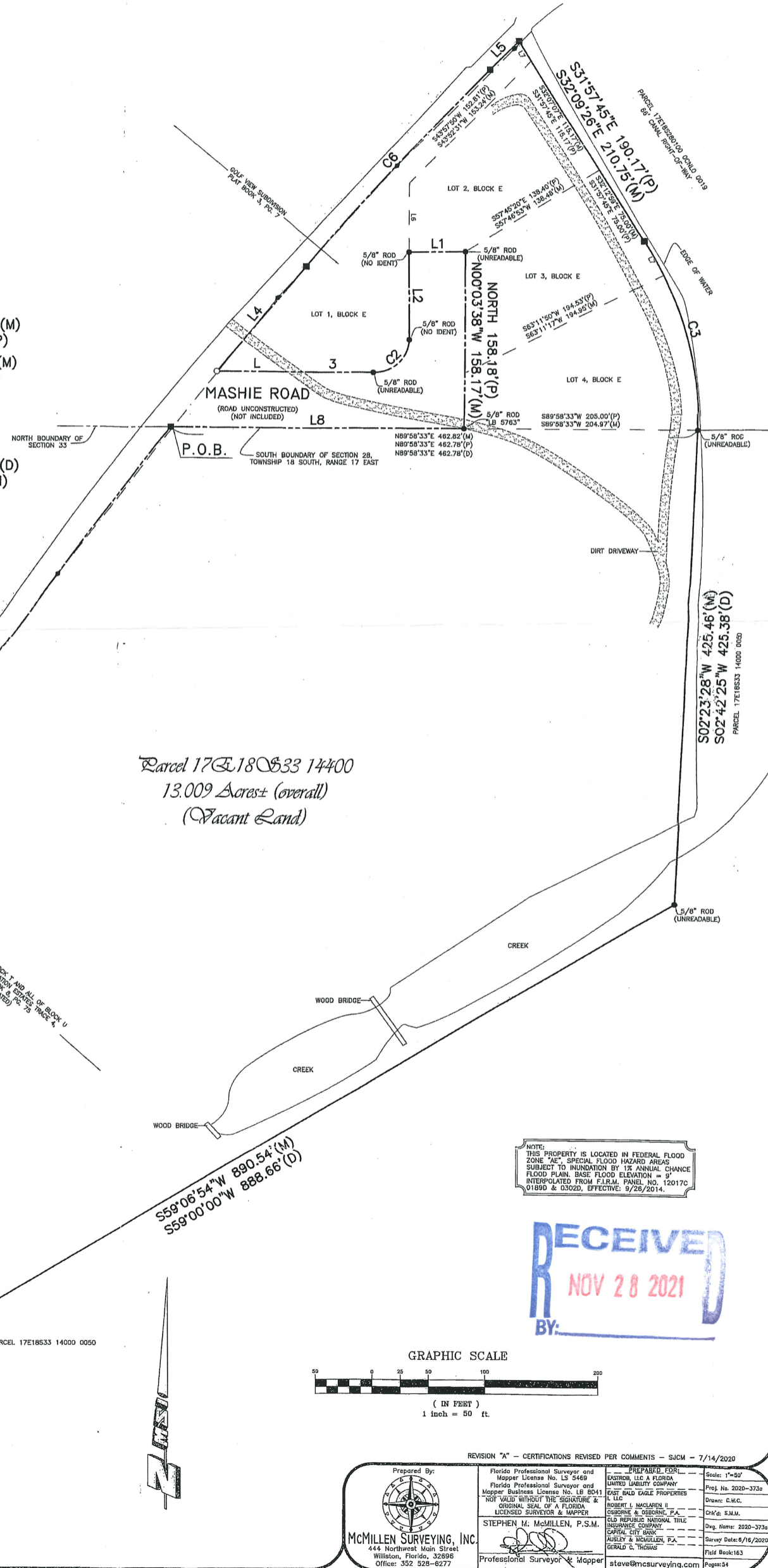
AND

Lots 1, 2, 3, and 4, Block E Golf View Subdivision, recorded in Plat Book 3, Page 7, of the Public Records of Citrus County, Florida.

- L4 N39°31'50"E 121.95'(M)  
N39°31'50"E 121.95'(P)
- L5 N45°01'07"E 35.70'(M)  
N43°19'47"E 35.8'(P)
- L1 S89°14'45"W 49.83'(M)  
WEST 50'(P)
- L2 S00°25'29"E 78.16'(M)  
SOUTH 78.20'(P)
- L3 S89°58'33"W 137.08'(M)  
S89°58'33"E 137.08'(P)
- L8 N89°58'33"E 257.78'(D)  
N89°58'33"E 257.84'(M)

CURVE	RADIUS	ARC	TANGENT	CENTRAL ANGLE	CHORD	CHORD BEARING
C1(M)	3819.83'	845.17'	323.35'	9°40'38"	644.40'	N33°58'14"E
C1(D)		843.26'			642.80'	N33°46'50"E
C2(M)	30.00'	47.63'	30.51'	90°57'40"	42.78'	N46°51'26"E
C2(P)	311.81'	177.35'	81.26'	32°37'34"	175.17'	S15°54'12"E
C3(M)	311.81'	177.35'	81.26'	32°37'34"	175.17'	S12°41'10"E
C4(M)	385.02'	52.90'	26.49'	7°52'22"	52.86'	S84°22'38"W
C4(D)		52.39'			52.35'	S89°08'05"W
C5(M)	385.01'	98.44'	49.49'	14°38'59"	98.17'	S43°05'58"W
C5(D)		98.33'			98.35'	S43°47'22"W
C6(P)	2831.86'	238.89'	119.52'	4°50'00"	238.89'	N41°58'51"E
C6(M)	2831.86'				238.88'	N41°54'47"E

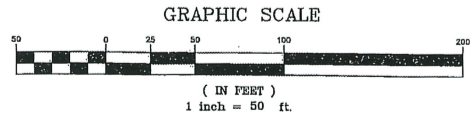
- LEGEND:
- 4"x4" CONC. MONUMENT FOUND (NO IDENT. UNLESS SHOWN)
  - IRON MARKER FOUND
  - 1/2" IRON ROD SET MARKED McMILLEN P.S.M. 5469
  - ⊙ 1/2" IRON ROD SET MARKED WITNESS P.S.M. 5469
  - △ NAIL & DISK SET FROM PCP McMILLEN P.S.M. 5469
  - ⊕ UTILITY POLE
  - ⊖ UTILITY POLE
  - ⊗ MEASURED
  - ⊘ DESCRIPTION
  - ⊙ CALCULATED
  - IDENT. = IDENTIFICATION
  - (R.B.) = REFERENCE BEARING
  - P.O.C. = POINT-OF-COMMENCEMENT
  - P.O.B. = POINT-OF-BEGINNING
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
  - CH = CHORD
  - B.S. = BUILDING SETBACK
  - = FENCE LINE
  - ⊕ = GUY WIRE ANCHOR



Parcel 17E180S33 14400  
13.009 Acres (overall)  
(Vacant Land)

NOTE: THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "AE", SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD PLAIN. BASE FLOOD ELEVATION = 9' INTERPOLATED FROM F.I.R.M. PANEL NO. 12017C 01890 & 03020, EFFECTIVE: 9/26/2014.

RECEIVED  
NOV 28 2021  
BY: \_\_\_\_\_



REVISION "A" - CERTIFICATIONS REVISED PER COMMENTS - SJCM - 7/14/2020

Prepared By:  McMILLEN SURVEYING, INC. 444 Northwest Main Street Williston, Florida, 32696 Office: 352-928-9277	Florida Professional Surveyor and Mapper License No. 15 5469 Florida Professional Surveyor and Mapper Business License No. 19 8041 LICENSED SURVEYOR & MAPPER	PREPARED FOR: EAST BAY EAGLE PROPERTIES EAST BAY EAGLE PROPERTIES 11111 ROBERT J. MACLAREN II CHAIRMAN & PRESIDENT, P.A. CAPITAL CITY BANK INSURANCE COMPANY GERALD G. THOMAS Survey Date: 6/18/2020 Title Book: 163	Scale: 1"=50' Proj. No. 2020-373a Drawn: C.W.G. Chk'd: S.M.M. Dwg. Name: 2020-373a Survey Date: 6/18/2020 Page: 54
	Professional Surveyor & Mapper steve@mcmsurveying.com		