



# CITY OF CRYSTAL RIVER PLANNING COMMISSION

## STAFF REPORT

Planning and Community Development Services Department

<b>MEETING DATE:</b>	August 5, 2021	
<b>APPLICATION NUMBER:</b>	<b>PZ20-0110/PZ20-0108 – Heritage Development Company o/b/o Crystal River LTD Partnership</b>	
<b>SUBJECT PROPERTY:</b>	Section 34, Township 18S, Range 17E; specifically, a part of Parcel 34000 (AK 3521123), comprising approximately 32 Acres (MOL) and which address is 8800 W Pure Lane, Crystal River. A complete legal description of the property is on file with the Planning & Community Development Department.	
<b>PROPERTY OWNER:</b>	Crystal River Ltd Partnership, 34555 Chagrin Blvd., Chagrin Falls, Ohio 44022	
<b>LAST OCCUPANT:</b>	Vacant	
<b>PROPOSED AMENDMENTS:</b>	<b>FUTURE LAND USE</b>	<b>From:</b> Highway Commercial (HC) & Low Density Residential (LDR) <b>To:</b> High Density Residential (HDR)
	<b>ZONING</b>	<b>From:</b> High Intensity Commercial (CH) & Low Density Residential (R1) <b>To:</b> High Density Residential (R3)
<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 11 feet, as found on FIRM Panel Number 12017C0302E. (Effective date: January 15, 2021)	
<b>SURROUNDING AREA:</b>	<b>North</b> – Vacant (Single-Family Residential lots in County) <b>South</b> – Commercial vacant and Crystal River Plaza shopping center (City) <b>East</b> – Commercial vacant, commercial retail and office, State DRA (City) <b>West</b> – Developed Single-Family Residential in County	
<b>PROJECT MANAGER:</b>	Brian Herrmann, CNU-A, LEED AP, Director, Planning and Community Development Services Department	

### **BACKGROUND INFORMATION:**

The site is in the City of Crystal River. The applicant is requesting a **Future Land Use** amendment AND a **Zoning Amendment** for 32 acres of the overall parcel that totals 51.12 acres.

**EASTERN BOUNDARY:** A small portion of the property, in the southeast corner of the parcel (immediately adjacent to Crystal River Plaza shopping center) fronts directly onto U.S. 19 / Suncoast Blvd. Slightly to the north of this property the applicant has established a limited partnership with W & M Properties (34555 Chagrin Blvd. Moreland Hills, OH. 44002) for an additional .83 acres of land. This property is more substantial. It also fronts directly onto U.S. 19 / Suncoast Blvd., potentially providing the applicant with a “right in – right out” vehicular access to the property. The remainder of the property to the north is located behind a mix of retail and office development that also fronts U.S. 19 / Suncoast Blvd.

The Crystal River Airport is located across U.S. 19 / Suncoast Blvd. on the eastern side of the thoroughfare. Potential impacts of the airport are conveyed in the **NECESSARY INFRASTRUCTURE** section of this report.

**WESTERN BOUNDARY:** The western edge of the property abuts a wooded area. The area is located directly behind a single-family residential neighborhood known as Paradise Country Club. The houses in this community front onto North Country Club Drive. The community is not located in the City of Crystal River, but rather Citrus County.

**SOUTHERN BOUNDARY:** To the south, the northern portion of the property is adjacent to the Crystal River Plaza shopping center and the southern portion of the property abuts vacant land.

**NORTHERN BOUNDARY:** The northern portion of the property abuts a vacant parcel that is platted.

During discussions with Staff the applicant conveyed a desire to develop the property as a true “mixed-use” community. As this is rare in Citrus County, let alone the City of Crystal River, Staff made it clear that they agreed with the concept and would attempt to work with the applicant where appropriate. Currently, the Future Land Use and Zoning designations for the property do not allow for this type of proposal. In fact, the applicant had hoped to utilize the City’s Mixed Use zoning district as part of this process; however, as written the present standards prevent this from occurring.

While the provisions that are in place do allow for a mix of uses, the desired pattern of development is not permissible under today’s regulations. As such, the applicant has created a “conceptual plan” that incorporates the proposed changes to both the Future Land Use and Zoning. It shows residential apartments (or condominiums) located to the rear of the property, while fully integrating office, service, retail, restaurant, recreation, and public assembly uses to the front. The plan includes:

**A Mix of Land Uses** – a balanced combination of residential, commercial, and recreational properties located within proximity of one another is critical to the development of a healthy, vibrant, and equitable community.

**Compact Building Design** – growing “up” rather than “out” preserves more greenspace and protects water resources, it supports a wider variety of transportation choices, and leads to lower infrastructure costs for the developer.

**A Range of Housing Choices** – local communities are abundant with single-family homes and clusters of high-density apartments. Housing types that fall somewhere between these two are often called the “missing middle”, and while there is enormous demand for housing opportunities in this category, conventional zoning regulations often prohibit these. While the applicant’s proposed Future Land Use and Zoning changes would allow for this approach, as currently shown the residential uses appear to be limited apartments or condominiums.

**Walkable Neighborhoods** – walkable neighborhoods are those within walking distance (approximately ¼ to ½ mile) of a variety of amenities including restaurants, retail shops, entertainment and/or recreational activities that are nested within a network of streets designed to make walking practical, safe, and convenient.

**Distinct Communities with a Strong Sense of Place** – developers that set standards for a place that respects and reflects the values and cultures of the people who call it home will foster a physical environment that supports a more cohesive community fabric.

**Open Space** – this maintains wildlife habitats, protects endangered species, and provides access to greenspace that improves both physical and mental health. In addition, undeveloped land near waterways protects water quality and reduces the risk of flooding.

**Transportation Choices** – a successfully planned community will embrace a multi-modal approach that includes walking, bicycling, public transit, and driving; with a development pattern that promotes a variety of transportation options for its residents.

The applicant has produced a bubble diagram titled ***Crystal River Mixed Use Development*** to showcase these plans. The proposal conveys a timeline for development as well as the types of intended uses. Staff has worked with the applicant to establish both the look and feel of the potential community. In fact, the applicant has been very receptive throughout the entire process.

While the proposed changes to the City's Comprehensive Plan and Zoning map do not guarantee that the applicant will build the plan that is proposed, by all appearances they have invested a significant amount of time and resources into their design. In fact, throughout discussions it was clear that the applicant understood the type of mixed-use community that the City wishes to promote and has committed to building such a "village-like" node in the future.

#### **ANALYSIS:**

Currently, the applicant is requesting that the front portion of the parcel's Future Land Use (FLU) designation (that which fronts U.S. 19 / Suncoast Blvd) be maintained as Highway Commercial (HC) on the Future Land Use map and High Intensity Commercial (CH) on the Zoning map. **NO CHANGE IS PROPOSED.** Highway Commercial (HC) is one of the more intense Future Land Use categories permitted in the City. The maximum development intensity / Floor Area Ratio (FAR) is 0.7. This is appropriate for land that abuts U.S. 19 / Suncoast Blvd.

However, the applicant is requesting a change to both the Future Land Use designation and Zoning designation along the rear of the parcel and including all land that abuts the western edge of the property (not including the acreage bordering the southern property line).

**Back Of Parcel – Northern Portion:** The area is currently designated Low Density Residential (LDR) on the Future Land Use map. This permits 3 du per acre (maximum). The area is considered Low Density Residential (R1) on the Zoning map. The applicant would like to change this area to High Density Residential (HDR) on the Future Land Use map. This will permit 12 du per acre (maximum). In addition, they wish to change the Zoning to High Density Residential (R3) in this location.

**Back Of Parcel – Southern Portion:** The area is currently designated Highway Commercial (HC) on the Future Land Use map. This permits a maximum development intensity / Floor Area Ratio (FAR) of 0.7. As with the proposal immediately above, the applicant wishes to downgrade the Future Land Use in this area to High Density Residential (12 du per acre maximum). Similarly, the Zoning would be changed to High Density Residential (R3).

The property located on the southern end of the parcel will not incur any changes to the Future Land Use or Zoning, as this area is extremely wet.

Florida State law requires zoning to comply with the standards found in the Comprehensive Plan. The proposed changes to the Future Land Use and Zoning will ensure that this is the case. In addition, as previously conveyed, this site is fronted by U.S. 19 / Suncoast Blvd and backed by a tree line that provides separation from the Paradise Country Club residential neighborhood.

The site is ideal for the applicant's proposal, with commercial uses proposed for the front and somewhat higher density residential located to the middle and rear. The R3 zoning will allow 384 dwelling units to be built (32 acres X 12 du = 384 units), while the CH zoning will allow for commercial development in the front – resulting in a mixed use "village-like" setting.

#### **NECESSARY INFRASTRUCTURE:**

**TRANSPORTATION** – As shown on the applicant's exhibit: *Crystal River Mixed Use Development* three areas of ingress / egress are proposed.

1. **Primary access** to the site would take place from the three combined lots that front U.S. 19 / Suncoast Blvd. This is a principal arterial roadway that is currently functioning at service level C. The applicant has a limited partnership with W & M Properties (34555 Chagrin Blvd. Moreland Hills, OH. 44002) and Quin Associates (175 Andover Street, Danvers, MA 01923) to be known as **Crystal River Limited Partnership**. The Citrus County Property Appraiser lists W & M Properties as owner of the .83 acre parcel that fronts U.S. 19 / Suncoast Blvd. As shown, access will be provided from the property via a right in / right out (RIRO) intersection.
2. **Secondary access** is shown to the north of the project via West Pure Lane (a local road). While a signal is highly unlikely, it does appear as if full access is provided, allowing one to head both north and south on U.S. 19 / Suncoast Blvd.
3. A **Third access** is shown just inside (and to the north) of the primary entrance to Crystal River Plaza. This is a fully signalized intersection, providing access to U.S. 19 / Suncoast Blvd. The City will require a traffic analysis for ingress / egress lane requirements at the time of development permit.

**WATER** – The project is required to connect to a public potable water supply system. Ozello Water typically provides service for this area of the City.

**SEWER** – The project is required to connect to the City of Crystal River’s sanitary sewer system.

**STORMWATER MANAGEMENT** – Stormwater management requirements must be approved as established by the SWFWMD for a commercial project. All stormwater treatment systems shall meet the latest SWFWMD and State standards for water quality and peak discharge. This requires that the rate of post-development runoff conditions shall not exceed pre-development runoff conditions.

**CRYSTAL RIVER AIRPORT** – The applicant is proximate to the runway protection zone for the Crystal River Airport. Therefore, at time of development permit the applicant will need certification from the FAA regarding the allowed heights of the proposed buildings that are shown and intended to be constructed; including and accounting for the base flood elevation as determined by the FEMA Base Flood Insurance Map. Following approval, the proposal will need to be sent to the Florida Department of Transportation and Citrus County for review, with the possibility of additional provisions / limitations being added by either government agency.

#### **APPLICABLE DESIGN STANDARDS IN THE LAND DEVELOPMENT CODE (LDC):**

**MULTI-FAMILY DEVELOPMENT** – The LDC states that parcels of two (2) or more acres shall comply with the design standards of section 4.02.04 Design Standards for Large Scale Multi-Family Development.

**COMMERCIAL DEVELOPMENT** – The LDC states that all commercial development and commercial centers shall comply with the supplemental standards set forth in section 5.05.11 Commercial Centers and 5.05.00 Supplemental Standards for Specific Uses.

#### **CONSISTENCY WITH THE COMPREHENSIVE PLAN:**

The proposed changes to the Future Land Use designation for this property are consistent with several of the GOALS, OBJECTIVES, and POLICIES found in the City of Crystal River Comprehensive Plan. These include:

##### **GOAL 2:**

Crystal River will be a balanced and well-planned community.

**OBJECTIVE 2.1:**

Provide for reasonable use of property while protecting, conserving, and maintaining the natural resources and systems identified in this and other elements of this Plan.

**POLICIES:**

- D) The City will ensure that all proposed development and redevelopment is consistent with the Comprehensive Plan, and the implementing land development regulations.
- E) Land development regulations shall continue to be implemented which ensure the compatibility of the proposed use with adjacent uses; regulations shall include provisions designed to mitigate incompatibility, such as setbacks, landscaped buffers, building orientation, scale, parking lot landscaping, or driveway location.

**OBJECTIVE 2.8:**

Development in Crystal River will be consistent with all elements of the Crystal River Comprehensive Plan.

**POLICIES:**

- A) All land development regulations, including zoning districts and regulations, shall be consistent with the Crystal River Comprehensive Plan.
- B) No building permit or development order will be issued for development which is not consistent with the Crystal River Comprehensive Plan.

**GOAL 3:**

Crystal River will promote & maintain the character of community through consistent land use.

**OBJECTIVE 3.2:**

The Character and quality of existing residential neighborhoods will be maintained or upgraded.

**COMPREHENSIVE PLAN REVIEW:**

The applicant’s proposal depicts a mixed-use development that is consistent with Goal 2 and Goal 3 of the Comprehensive Plan (above) as well as the Land Development Code (LDC). This includes specific Objectives and Policies. The density permitted in the High-Density Residential neighborhood is 12 units per acre. Not only is this more intense than the single-family residential neighborhood that is located to the rear of the parcel, but it is also in keeping with the applicant’s proposal to scale down the built environment in intensity from U.S. 19 / Suncoast Blvd. The 1<sup>st</sup> phase would be a mix of office, service, retail, and restaurant development. The 2<sup>nd</sup> phase (moving back) would be multi-family residential development. The 3<sup>rd</sup> phase would be the Paradise Country Club community, a residential single-family neighborhood that exists already. Finally, the last phase is the natural areas (these are part of every phase). This approach is in keeping with the Comprehensive Plan, smart growth development and the New Urban Transect (below).



**Rural to Urban Transect**

**SUMMARY OF PUBLIC COMMENTS:**

Public comments have not been received as of this writing of the Staff Report.

**FINDINGS:**

As conveyed in Subsection (B.) of 8.02.03 of the Crystal River Land Development Code, the Planning Commission shall have the role and responsibility to hear, consider, and make recommendations to the City Council regarding applications to amend the comprehensive plan (Future Land Use Map) and the Official Zoning Map (rezoning).

**STAFF RECOMMENDATION:**

As conveyed previously the applicant wishes to develop the entire property as a “mixed-use” community. This will require changes to be made to both the Future Land Use and Zoning designation for a portion of the parcel. While there are no guarantees that the applicant will proceed with their plan, Staff believes that they have invested significant time and effort to make it work. That said, should they decide not to proceed, both the Future Land Use and Zoning designation that is proposed for the property is suitable and will ensure that future development is appropriate for this location. Therefore, Staff supports the following changes, as proposed by the applicant:

**Front of the Property**

- ***Future Land Use and Zoning:***

**STAY THE SAME**

**Rear of the Property – Northern Portion:**

- ***Current Future Land Use:***  
Low Density Residential (LDR) – 3 du per acre max.
- ***Proposed Future Land Use:***  
High Density Residential (HDR) – 12 du per acre max. – **PROPOSED CHANGE**
- ***Current Zoning:***  
Low Density Residential (R1)
- ***Proposed Zoning:***  
High Density Residential (R3) – **PROPOSED CHANGE**

**Rear of the Property – Southern Portion:**

- ***Current Future Land Use:***  
Highway Commercial – Floor Area Ratio (FAR) = 0.7. max.
- ***Proposed Future Land Use:***  
High Density Residential – 12 du per acre max. – **PROPOSED CHANGE**
- ***Current Zoning:***  
High Intensity Commercial (CH)
- ***Proposed Zoning:***  
High Density Residential (R3) – **PROPOSED CHANGE**

The southernmost portion of the parcel, which is extremely wet will maintain its current Future Land Use of: Highway Commercial (HC) and Coastal Low Density Residential (CLDR). The Zoning will be maintained as: High Intensity Commercial (CH) and Residential Conservation (RC).

**SUPPORTING DIAGRAMS ILLUSTRATIONS & TABLES:**

Please see Staff’s PowerPoint presentation.

**PLANNING COMMISSION RECOMMENDATION:**

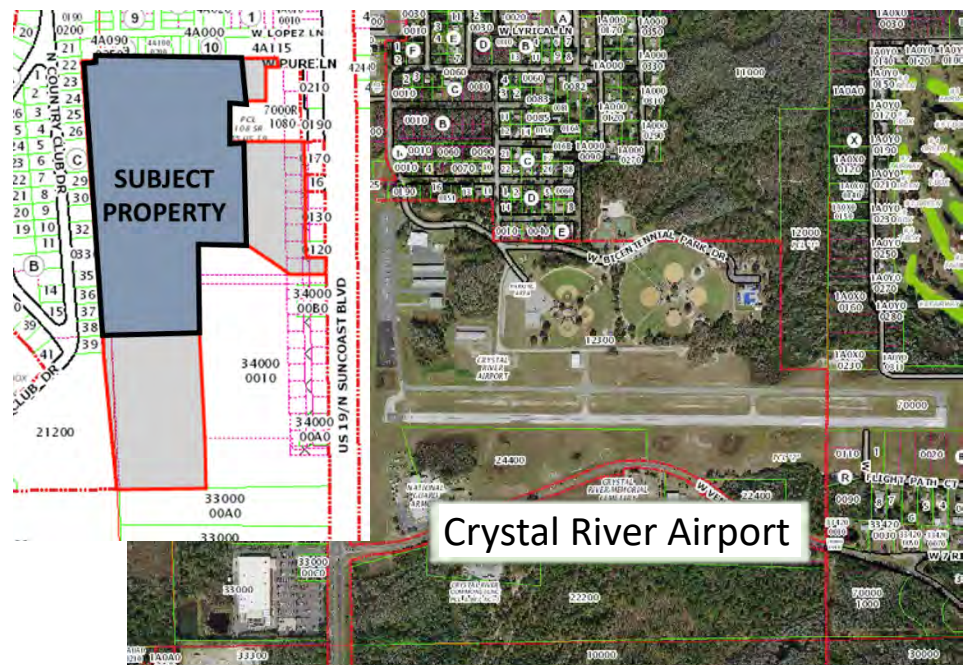
- Comprehensive Plan Amendment (Future Land Use Map) –
- Land Development Code Amendment (Official Zoning Map) –

**CITY COUNCIL ACTION:**

- Comprehensive Plan Amendment (Future Land Use Map) –
- Land Development Code Amendment (Official Zoning Map) -

**ATTACHMENTS:**

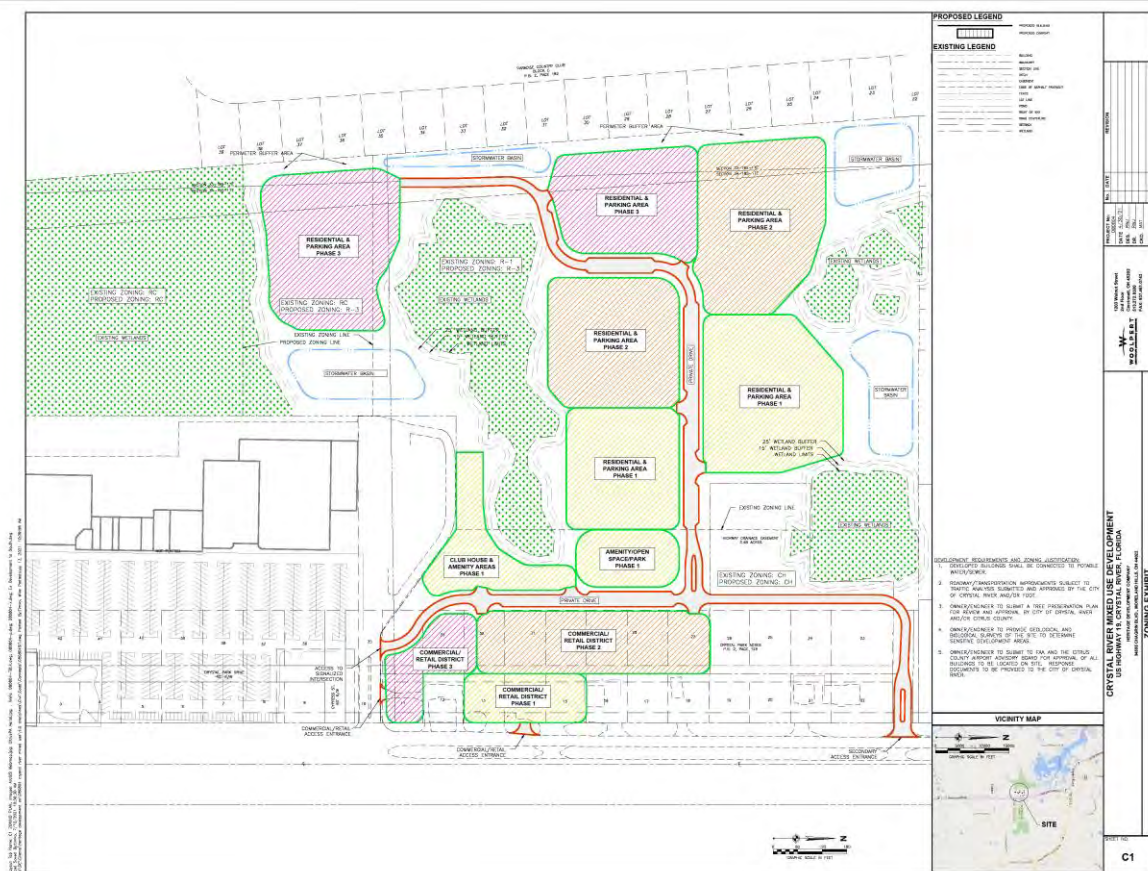
1. Staff PowerPoint Presentation
2. Notice/Locator Map of Subject Property
3. Applicant’s Submittal with Supporting Documents



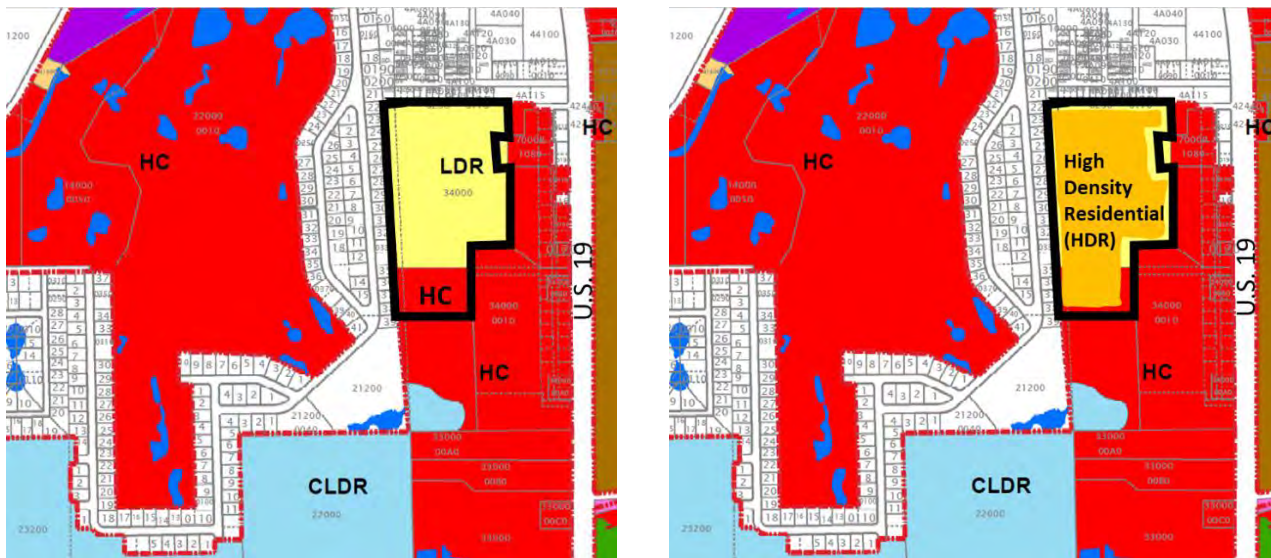
**GREY AREA:**  
No Changes Proposed

**BLUE AREA:**  
Proposed Future Land Use Amendments  
and  
Proposed Zoning Amendments

# Applicant's Crystal River Mixed Use Development Plan



## Future Land Use Map Amendment

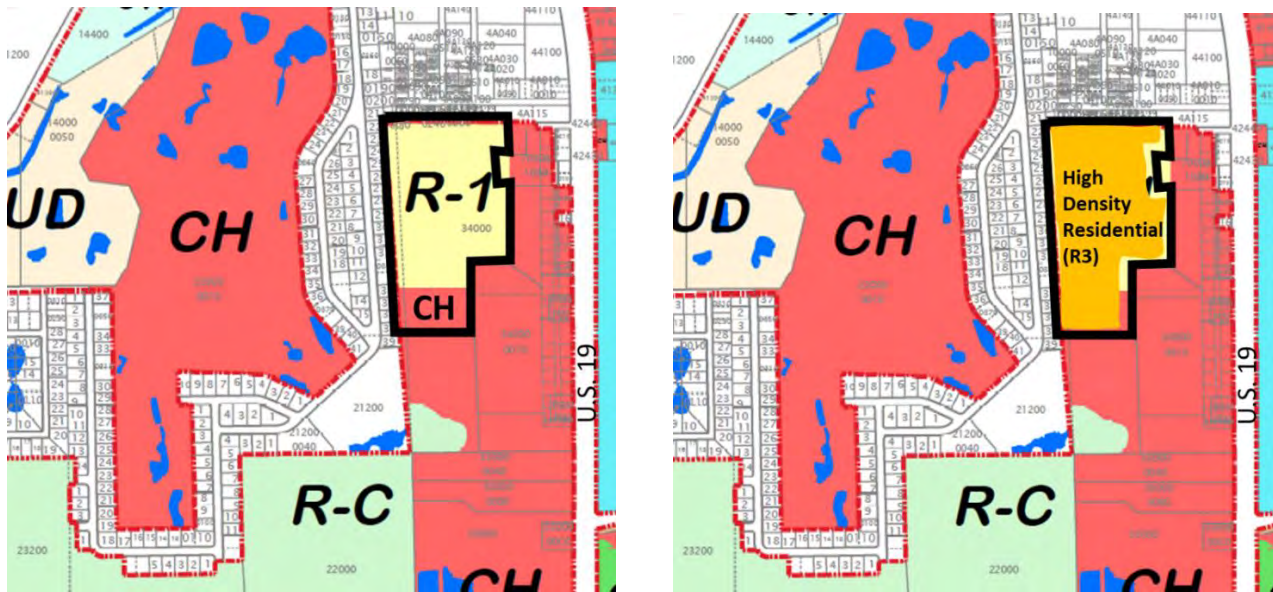


**CURRENT FUTURE LAND USE – SOUTH:**  
 Highway Commercial (HC) – FAR = 0.7 max.  
**CURRENT FUTURE LAND USE – NORTH:** Low  
 Density Residential – 3 DU per Acre.

**PROPOSED FUTURE LAND USE – SOUTH:** HIGH  
 DENSITY RESIDENTIAL – 12 DU per Ac.  
**PROPOSED FUTURE LAND USE – NORTH:** HIGH  
 DENSITY RESIDENTIAL – 12 DU per Ac.



### Zoning Map Amendment



CURRENT ZONING – SOUTH:  
High Intensity Commercial (CH)  
CURRENT ZONING – NORTH:  
Low Density Residential (R1)

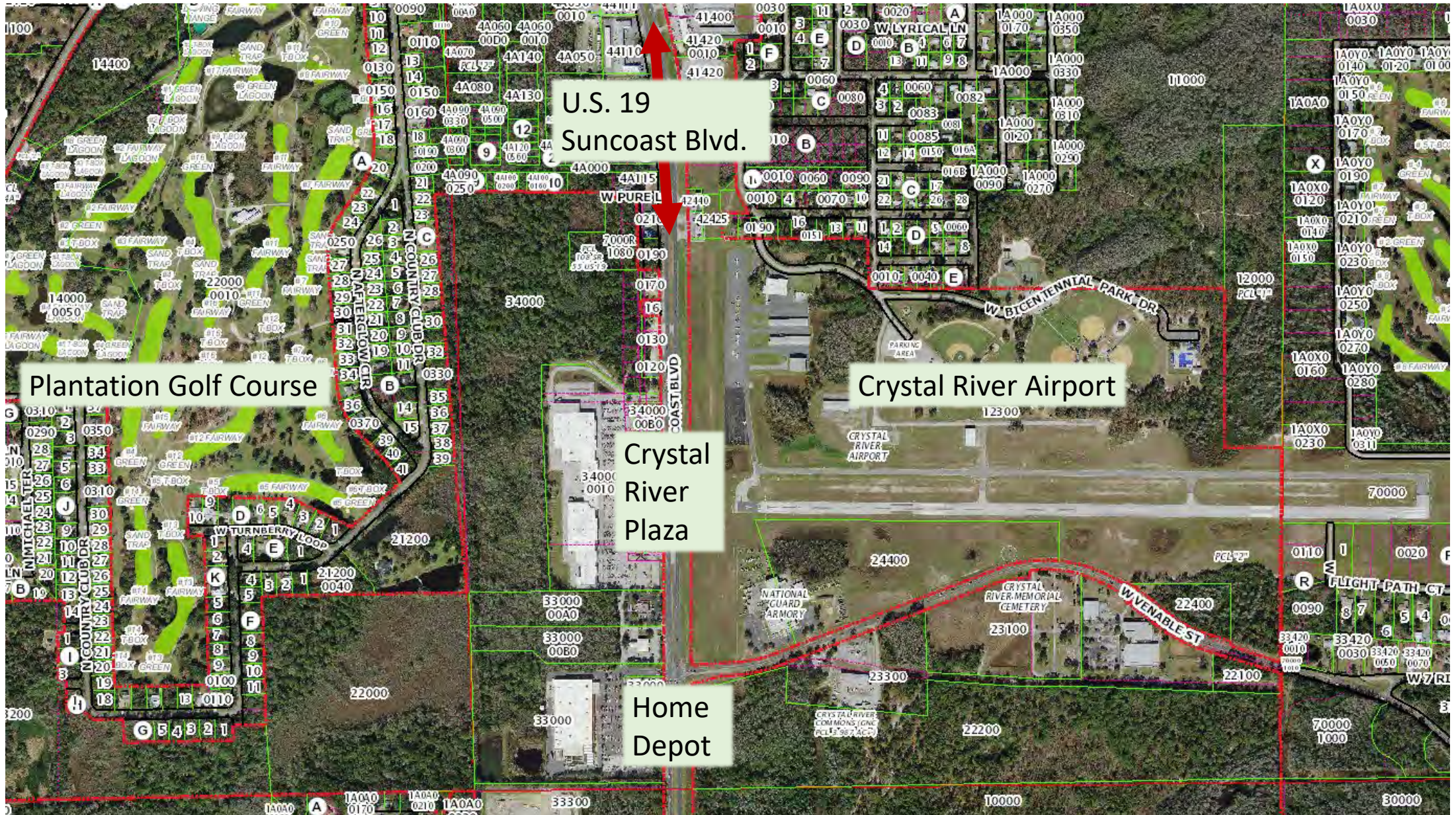
PROPOSED ZONING – SOUTH:  
High Density Residential (R3)  
PROPOSED ZONING – NORTH:  
High Density Residential (R3)



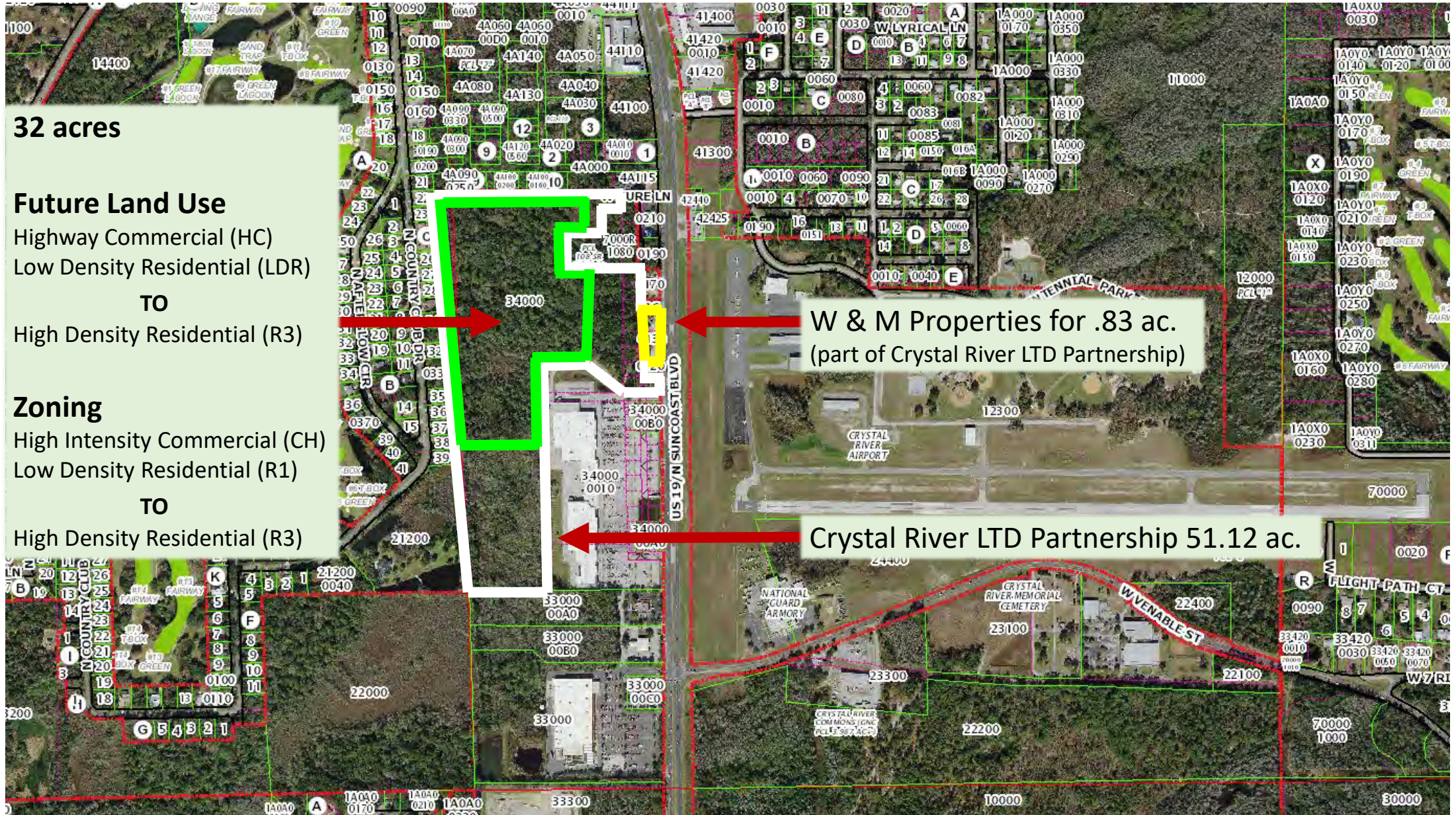
**PZ20-0110**  
COMPREHENSIVE PLAN MAP AMENDMENT  
and  
**PZ20-0108**  
ZONING MAP AMENDMENT

Heritage Development Company  
for  
Crystal River LTD Partnership

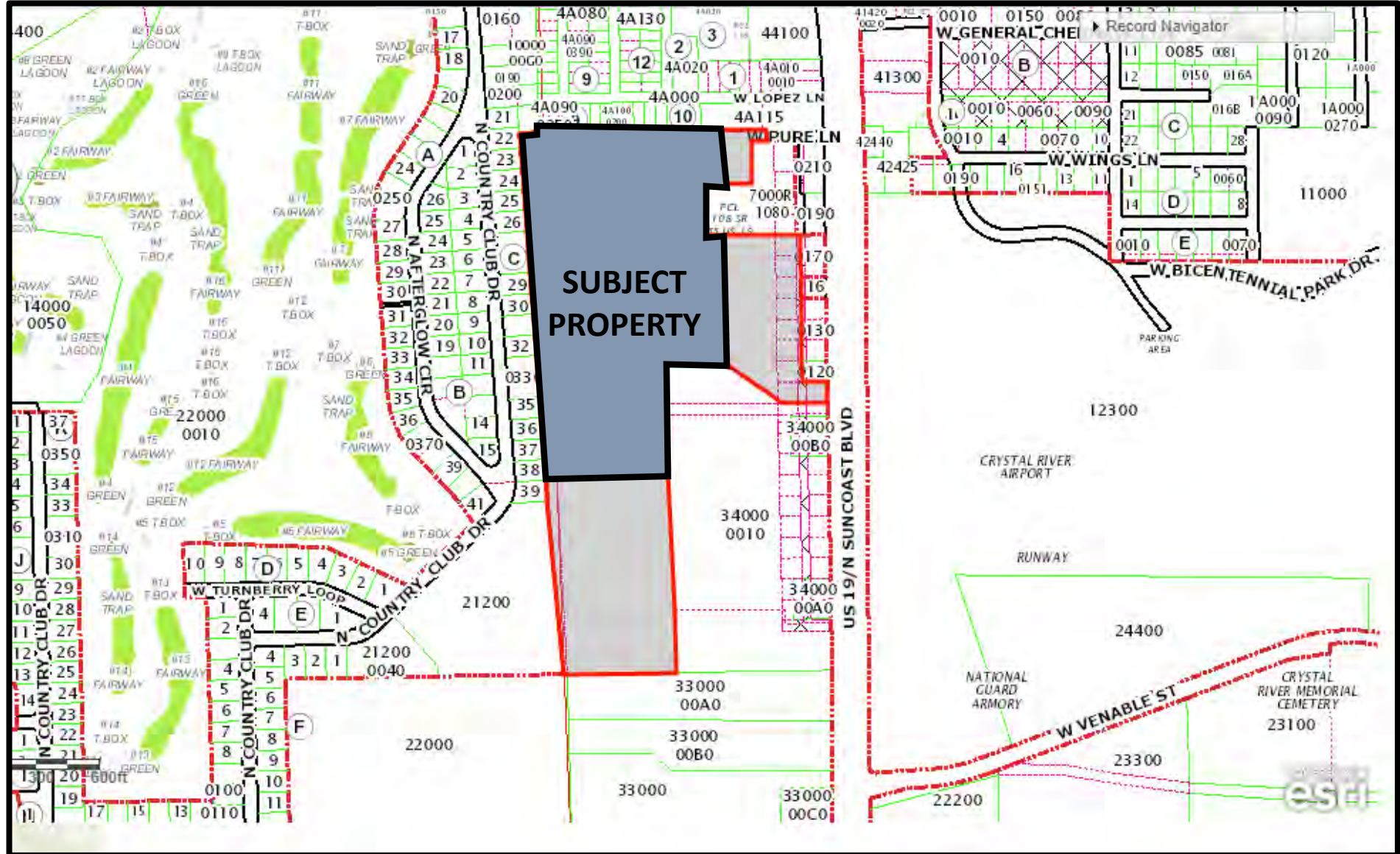
# Location – Aerial Map



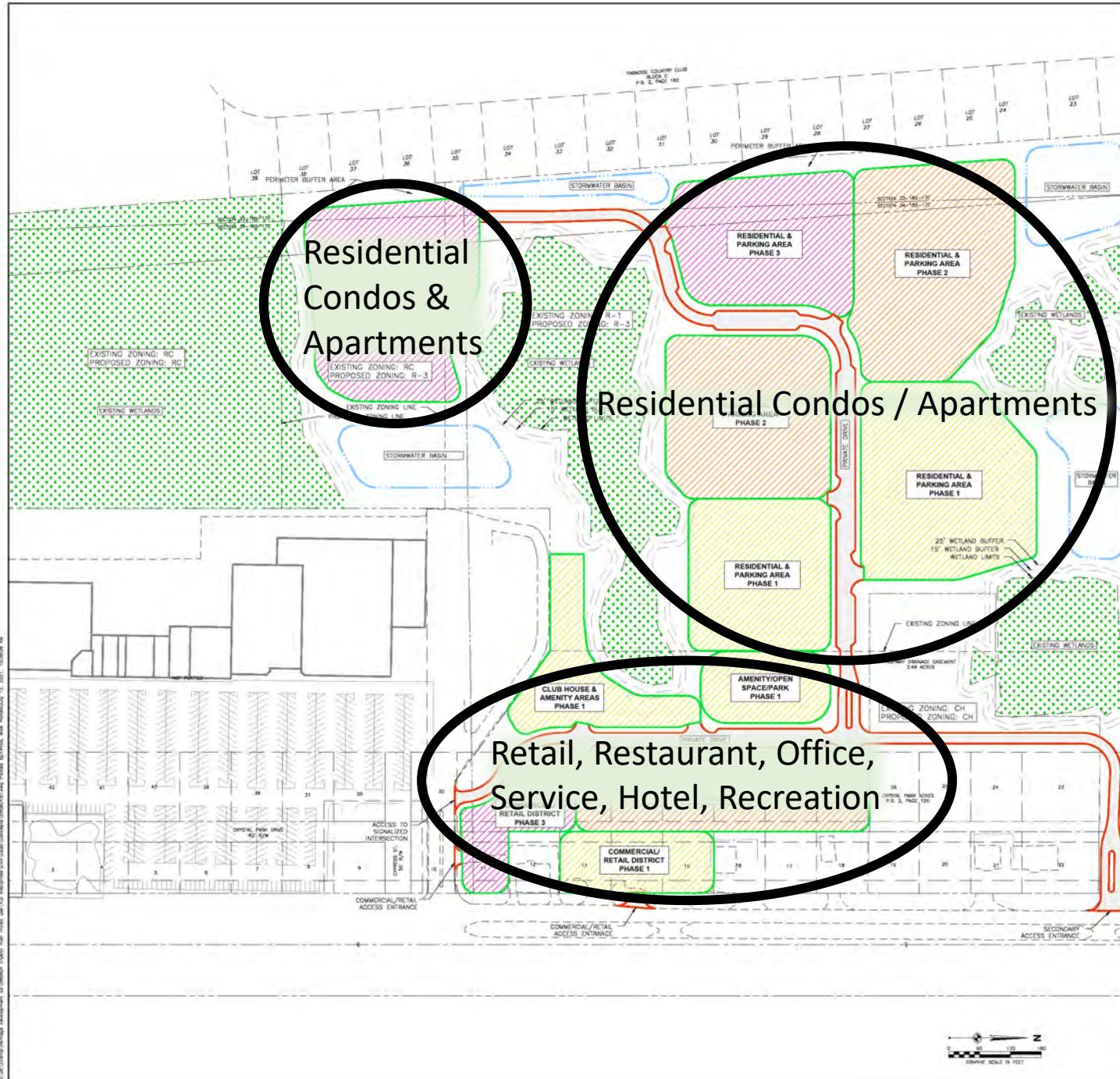
# Location – Aerial Map



# Location – Aerial Map



8800 W Pure Lane, Crystal River



Residential  
Condos &  
Apartments

Residential Condos / Apartments

Retail, Restaurant, Office,  
Service, Hotel, Recreation

**PROPOSED LEGEND**

[Symbol]	PROPOSED BUILDING
[Symbol]	PROPOSED LANDSCAPE

**EXISTING LEGEND**

[Symbol]	WETLAND
[Symbol]	WETLAND BUFFER
[Symbol]	WETLAND LIMITS
[Symbol]	STORMWATER BASIN
[Symbol]	EXISTING ZONING LINE
[Symbol]	PROPOSED ZONING LINE
[Symbol]	PERMETER BUFFER AREA
[Symbol]	PERMETER BUFFER
[Symbol]	EXISTING WETLAND
[Symbol]	EXISTING WETLAND BUFFER
[Symbol]	EXISTING WETLAND LIMITS
[Symbol]	EXISTING ZONING
[Symbol]	PROPOSED ZONING
[Symbol]	EXISTING ZONING LINE
[Symbol]	PROPOSED ZONING LINE
[Symbol]	EXISTING ZONING
[Symbol]	PROPOSED ZONING
[Symbol]	EXISTING ZONING LINE
[Symbol]	PROPOSED ZONING LINE

**DEVELOPMENT REQUIREMENTS AND ZONING JUSTIFICATION:**

1. DEVELOPED BUILDINGS SHALL BE CONNECTED TO POTABLE WATER/SEWER.
2. ROADWAY/TRANSPORTATION IMPROVEMENTS SUBJECT TO TRAFFIC ANALYSIS SUBMITTED AND APPROVED BY THE CITY OF CRYSTAL RIVER AND/OR FDOT.
3. OWNER/ENGINEER TO SUBMIT A TREE PRESERVATION PLAN FOR REVIEW AND APPROVAL BY CITY OF CRYSTAL RIVER AND/OR CITRUS COUNTY.
4. OWNER/ENGINEER TO PROVIDE GEOLOGICAL AND BIOLOGICAL SURVEYS OF THE SITE TO DETERMINE SENSITIVE DEVELOPMENT AREAS.
5. OWNER/ENGINEER TO SUBMIT TO IFA AND THE CITRUS COUNTY AIRPORT ADVISORY BOARD FOR APPROVAL OF ALL BUILDINGS TO BE LOCATED ON SITE. RESPONSE DOCUMENTS TO BE PROVIDED TO THE CITY OF CRYSTAL RIVER.

**CRYSTAL RIVER MIXED USE DEVELOPMENT**  
US HIGHWAY 15, CRYSTAL RIVER, FLORIDA

HISTORIC DEVELOPMENT COMPANY  
JAMES CONNOR & ASSOCIATES, INC. (OR AEEI)

**ZONING EXHIBIT**



Prepared by James C. Connor & Associates, Inc. 2/20/22. P.001, Project: Crystal River Mixed Use Development, G. Development Co., Development Co., South Florida. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the author.

Driveway with Posted Sign



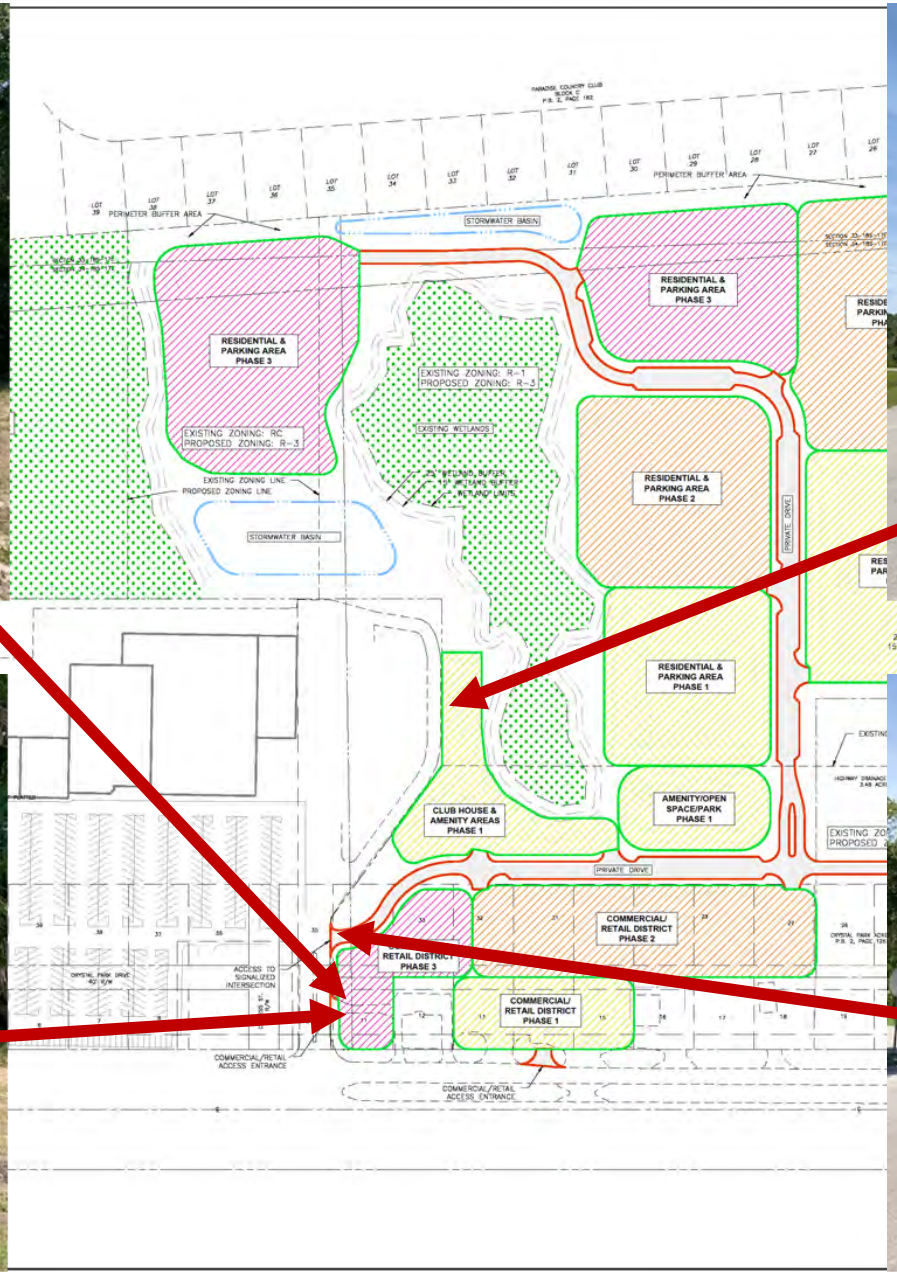
Southeastern Edge of Property



Posted Sign for Site



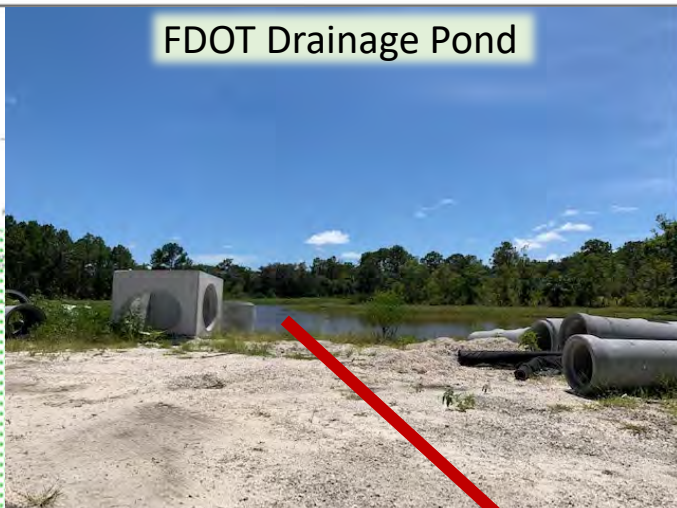
Future Street (private)



Southern Property Behind Center



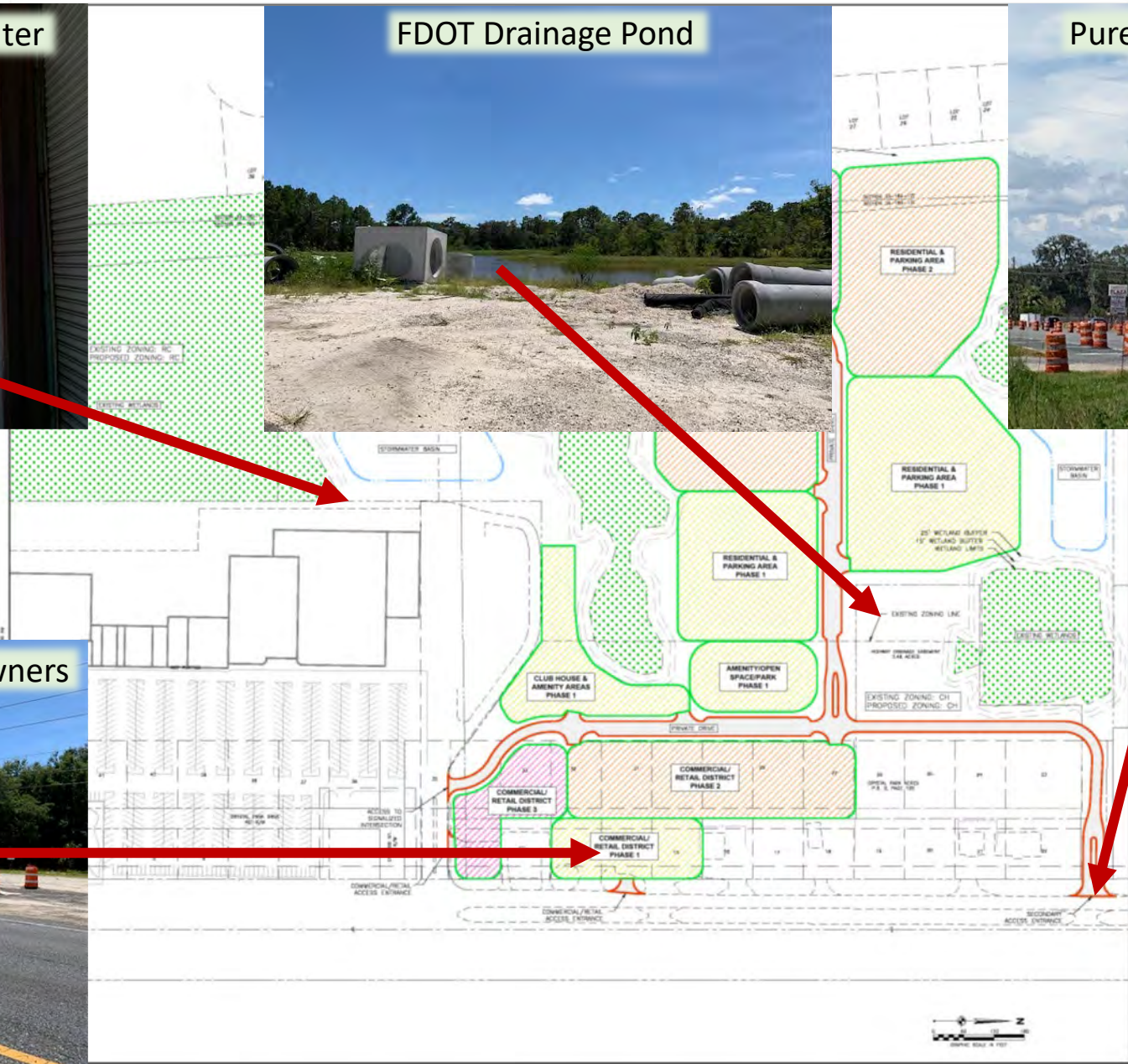
FDOT Drainage Pond



Pure Lane Entrance (No Signal)

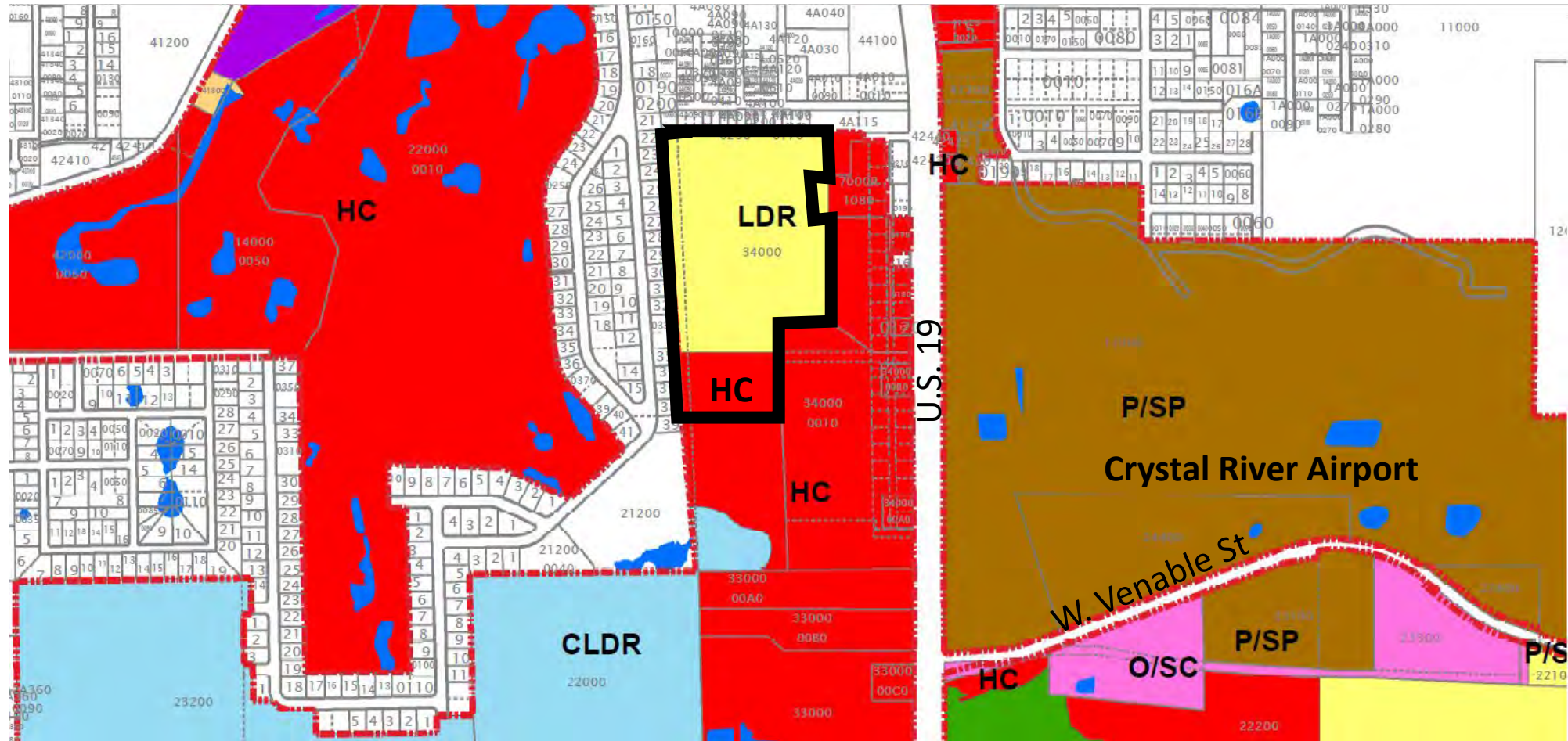


Front of Property – Different Owners



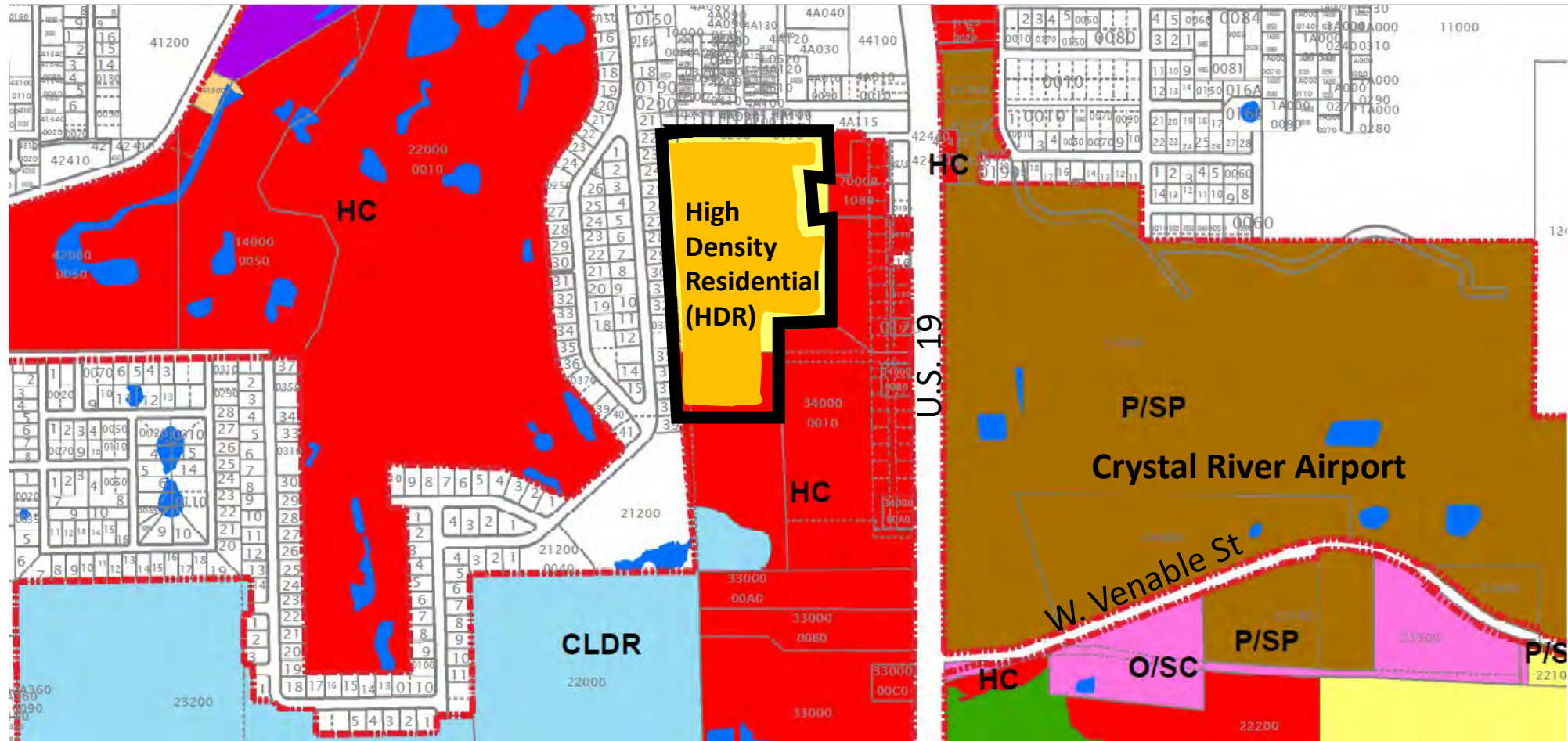


# Future Land Use Map Amendment

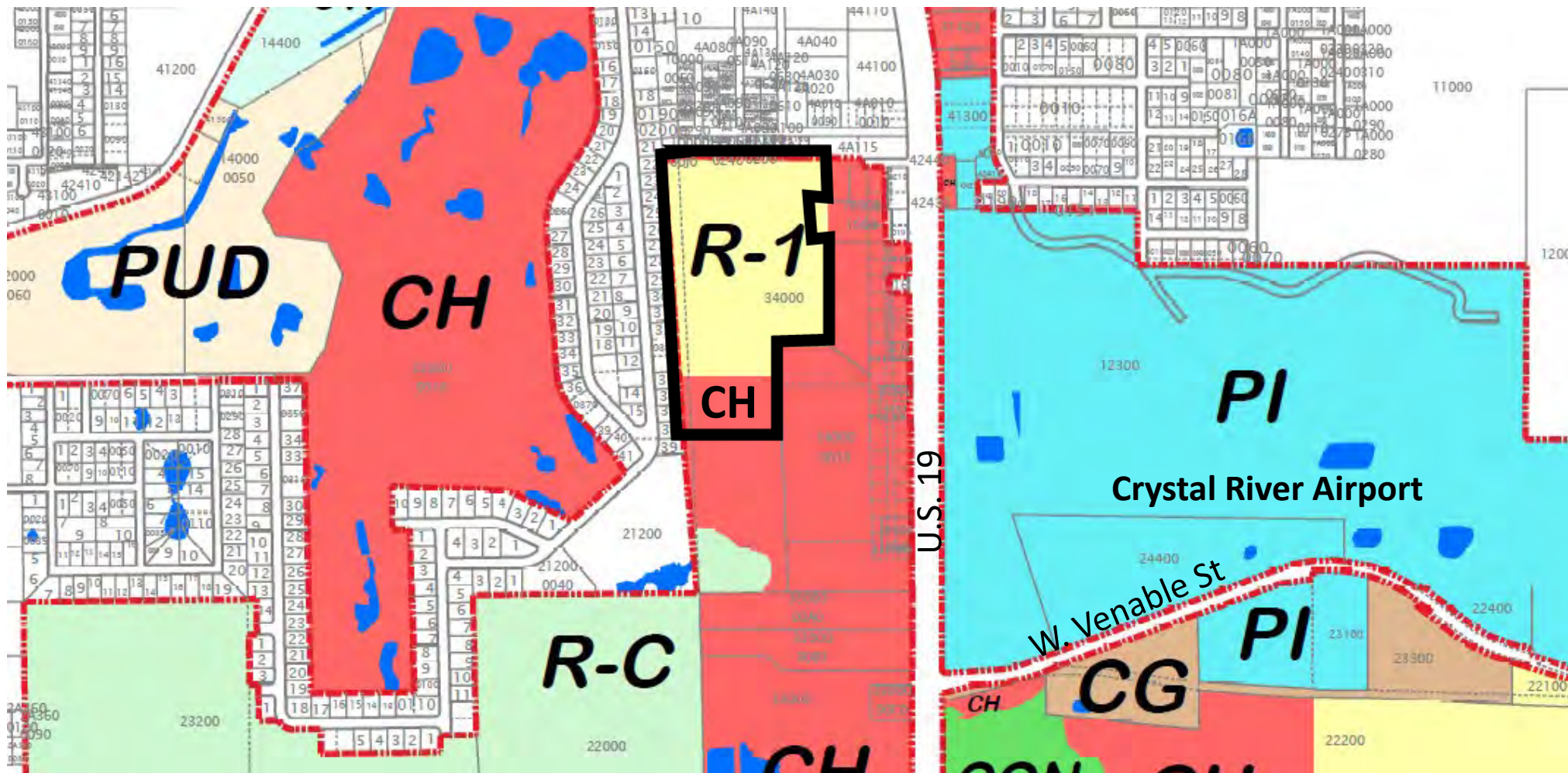


**CURRENT FUTURE LAND USE – SOUTH:** Highway Commercial (HC) – FAR = 0.7 max.  
**CURRENT FUTURE LAND USE – NORTH:** Low Density Residential – 3 DU per Acre.

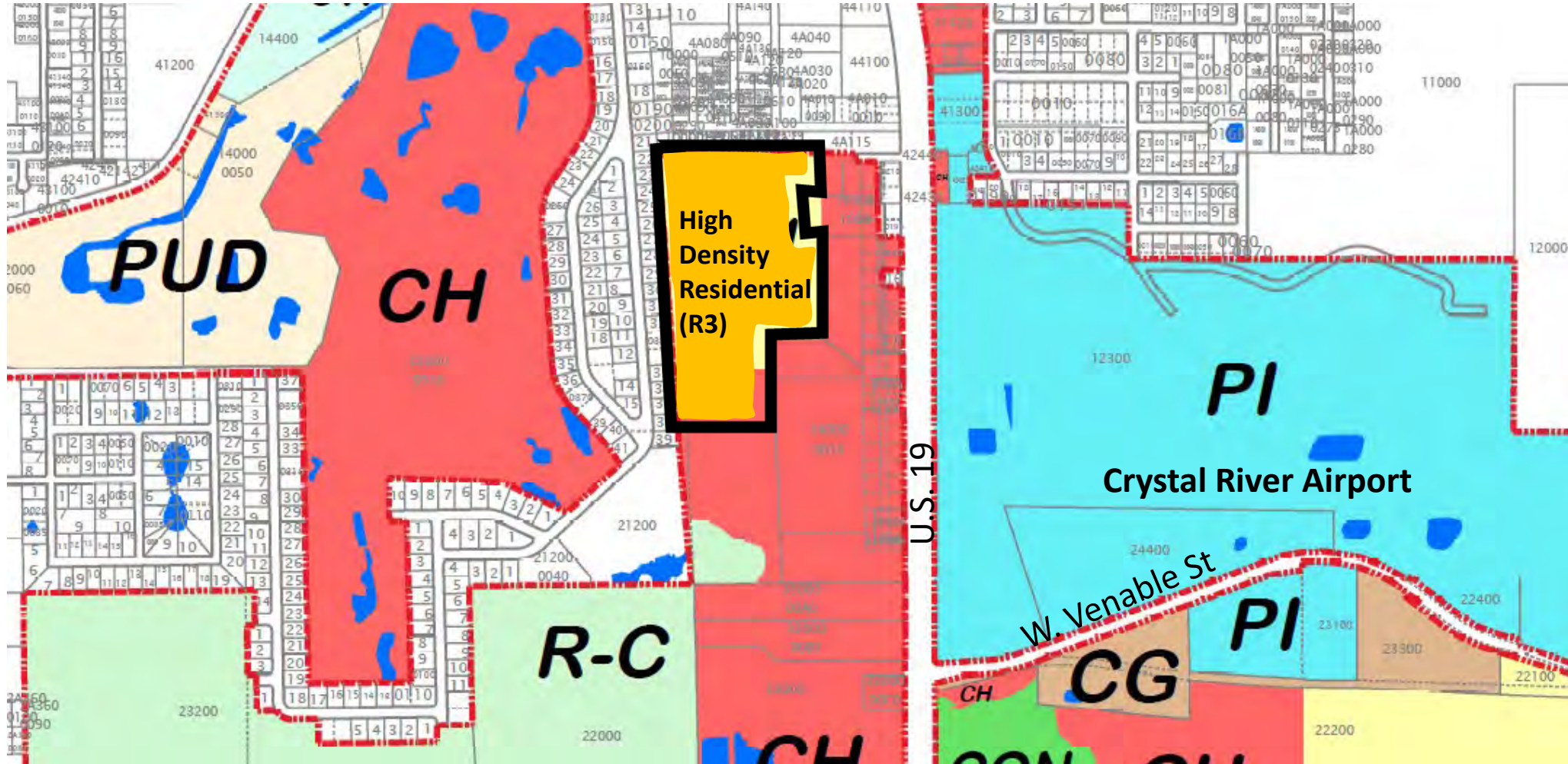
# Future Land Use Map Amendment



**PROPOSED FUTURE LAND USE – SOUTH: HIGH DENSITY RESIDENTIAL – 12 DU per Acre.**  
**PROPOSED FUTURE LAND USE – NORTH: HIGH DENSITY RESIDENTIAL – 12 DU per Acre.**



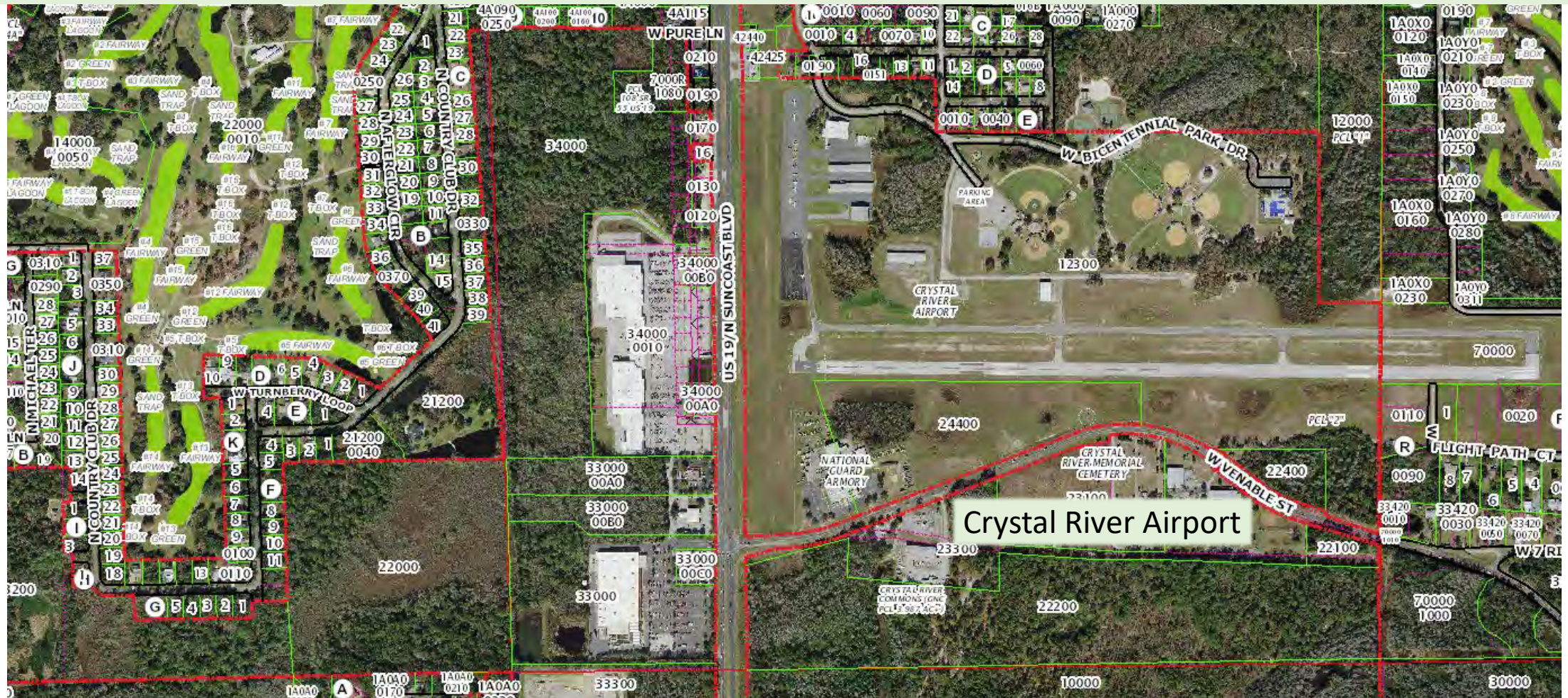
**CURRENT ZONING – SOUTH:** High Intensity Commercial (CH)  
**CURRENT ZONING – NORTH:** Low Density Residential (R1)



**PROPOSED ZONING – SOUTH: High Density Residential (R3)**  
**PROPOSED ZONING – NORTH: High Density Residential (R3)**

## CRYSTAL RIVER AIRPORT

1. The applicant is proximate to the **runway protection zone** for the Crystal River Airport.
2. At the time of development permit they will need certification from the FAA regarding the allowed heights of the proposed buildings that are intended to be constructed; including the **Base Flood Elevation** as determined by FEMA.
3. Following approval, the proposal will need to be sent to the **Florida Department of Transportation** and **Citrus County** for review. Additional provisions / limitations may be added by either government agency.





## **QUESTIONS?**

**PZ20-0110**

COMPREHENSIVE PLAN MAP AMENDMENT

and

**PZ20-0108**

ZONING MAP AMENDMENT

Heritage Development Company

for

Crystal River LTD Partnership



# City of Crystal River

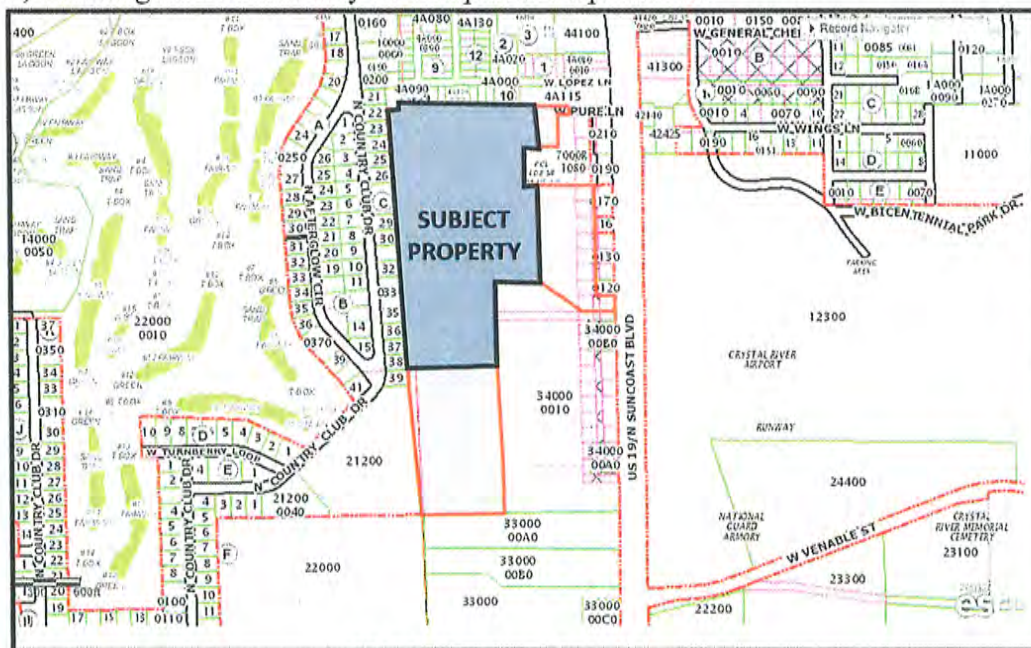
123 Northwest Highway 19  
Crystal River, Florida 34428  
Telephone: (352) 795-4216  
Facsimile: (352) 795-6351

July 21, 2021

**RE: Notice of Proposed Small-Scale Comprehensive Plan Amendment and Proposed Amendment to the Official Zoning Map of the City of Crystal River.**

Dear Property Owner:

Please be advised that ***Heritage Development Company o/b/o Crystal River LTD Partnership***, 34555 Chagrin Blvd., Chagrin Falls, OH 44022, has made formal application to the City of Crystal River for a Future Land Use Map Amendment, reclassifying their property from Highway Commercial (HC) and Low Density Residential (LDR) to High Density Residential (HDR); and to reclassify their property on the Zoning Map from High Intensity Commercial (CH) and Low Density Residential (R-1) to High Density Residential (R-3), located at 8800 W Pure Lane, Crystal River, Florida 34429, also identified as part of Parcel ID 17E18S34 34000 (AK 3521123) in the records of the Citrus County Property Appraiser. A complete legal description is on file with the City of Crystal River, Planning and Community Development Department.



8800 W Pure Ln, Crystal River, FL

You are being sent a notification because you are located within 300' of the property. If you wish to speak for or against this request for a Future Land Use Map Amendment and Re-Zoning Request, please be advised that Quasi-Judicial Public Hearings will be held on:

**Planning Commission:** Thursday, August 05, 2021 at 5:30 p.m.

**City Council:** First Reading - Monday, August 23, 2021 at 5:30 p.m.  
Second Reading - Monday, September 13, 2021 at 5:30 p.m.

at City Hall, 123 NW Highway 19, Crystal River, FL 34428

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.

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.

If you have any questions concerning this application, please call 352-795-4216 Ext. 308.

Sincerely,



Brian Herrmann, CNU-A, LEED AP,  
Director, Planning and Community Development Department  
City of Crystal River

Cc: file PZ20-0110/PZ20-0108



**ORDINANCE NO. 21-O-09**

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, RECLASSIFYING 32 ACRES (MOL) OF PROPERTY ADDRESSED AS 8800 W PURE LN, CRYSTAL RIVER, OWNED BY CRYSTAL RIVER LTD PARTNERSHIP, ALSO IDENTIFIED AS A PART OF PARCEL ID 17E18S34 34000 (AK 3521123) IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER, FROM HIGHWAY COMMERCIAL (HC) AND LOW DENSITY RESIDENTIAL (LDR) TO HIGH DENSITY RESIDENTIAL (HDR); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** the City Council of the City of Crystal River, Florida recognizes the need to plan for orderly growth and development; and

**WHEREAS** a small-scale amendment may be adopted only under the conditions set forth in Chapter 163, Florida Statutes, and other provisions of State and local law; and

**WHEREAS** the proposed small-scale amendment was advertised as required by the Florida Statutes and the Crystal River Land Development Code; and

**WHEREAS** Crystal River LTD Partnership, owner, is requesting an amendment to the Future Land Use Map of the City's Comprehensive Plan;

**WHEREAS** in accordance with the law, the proposed amendment was required to be reviewed by the City's Local Planning Agency at a duly advertised meeting, scheduled on **August 5, 2021** and the Local Planning Agency has determined such application to be consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

**WHEREAS** the City of Crystal River has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

**WHEREAS** the City Council of the City of Crystal River, Florida, has determined that adoption of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Crystal River.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA THAT THE CITY'S COMPREHENSIVE PLAN IS AMENDED AS FOLLOWS:**

## **SECTION 1. PURPOSE**

The purpose of this Ordinance is to allow a small-scale amendment to the Comprehensive Plan of the City of Crystal River, Florida, for 32 acres (MOL) owned by Crystal River Ltd Partnership from Highway Commercial (HC) and Low Density Residential (LDR) to High Density Residential (HDR) for the reasons set forth in the above "WHEREAS" clauses, which are incorporated herein, in haec verba.

## **SECTION 2. AUTHORITY**

The City of Crystal River City Council is authorized to amend the Crystal River Comprehensive Plan 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, and as otherwise authorized by applicable Florida Statutes.

The City Council of the City of Crystal River, Florida, hereby adopts and incorporates into this Ordinance the memorandum and application packet (PZ20-0110) relating to the proposed amendments to the Future Land Use Map of the City of Crystal River, as if fully restated herein, in their entirety.

## **SECTION 3. FUTURE LAND USE MAP AMENDED**

The Future Land Use Map of the Comprehensive Plan of the City of Crystal River is hereby amended from Highway Commercial (HC) and Low Density Residential (LDR) to High Density Residential (HDR) as presented in PZ20-0110, and as further described in Exhibit "A" (legal description) attached hereto and incorporated herein by reference.

## **SECTION 4. REPEAL OF CONFLICTING ORDINANCES**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

## **SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS**

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River Comprehensive Plan of the City of Crystal River, Florida. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Comprehensive Plan in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

## **SECTION 6. SEVERABILITY**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

**SECTION 7. EFFECTIVE DATE**

This Ordinance shall become effective thirty-one (31) days after adoption if no challenge is filed. If this Ordinance is challenged within thirty (30) days after adoption, small scale development amendments do not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining that the adopted small-scale development amendment is in compliance with the law.

No development orders, development permits, or land uses dependent on the Comprehensive Plan amendments set forth in this Ordinance may be issued or commence before it has become effective.

**APPROVED** on the first reading after due public notice and public hearing the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** on the second reading after due public notice and public hearing the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**CITY OF CRYSTAL RIVER**

\_\_\_\_\_  
**MIA FINK, CITY CLERK**

\_\_\_\_\_  
**JOE MEEK, MAYOR**

**PASSED** on First Reading \_\_\_\_\_, 2021

**NOTICE** Published on \_\_\_\_\_, 2021

**PASSED** on Second & Final Reading \_\_\_\_\_, 2021

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

**VOTE OF COUNCIL:**

Brown \_\_\_\_\_  
Guy \_\_\_\_\_  
Holmes \_\_\_\_\_  
Fitzpatrick \_\_\_\_\_  
Meek \_\_\_\_\_

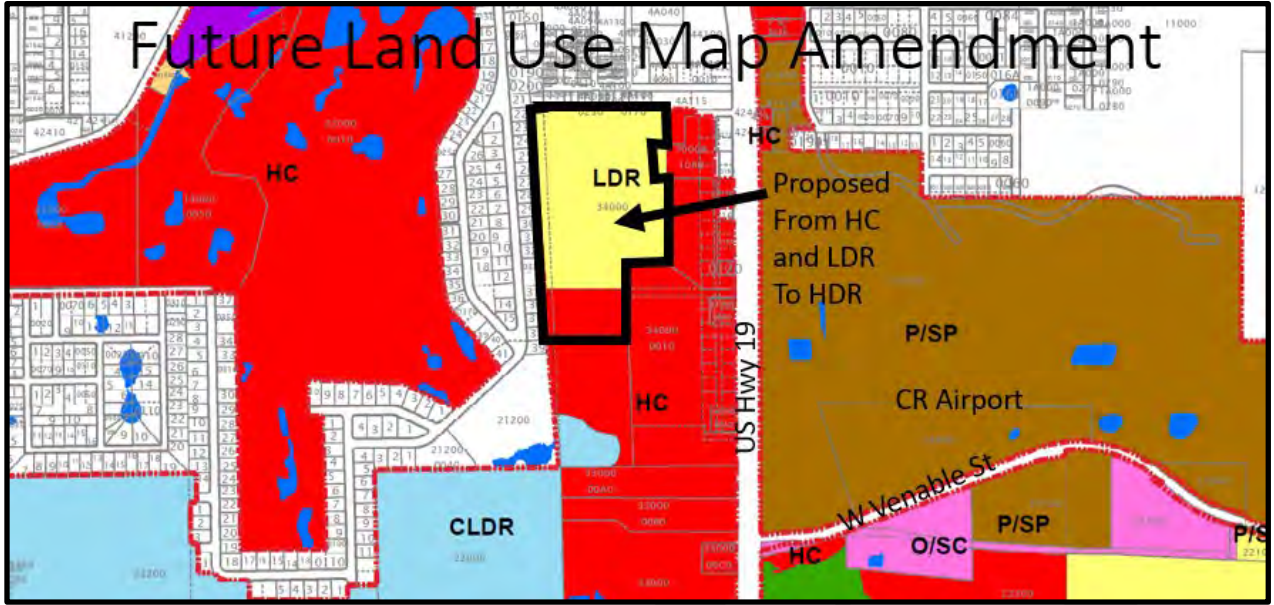
\_\_\_\_\_  
Robert W. Batsell, Jr., Esquire  
City Attorney

**EXHIBIT "A"**

**A parcel of land lying within Section 33 and Section 34, Township 18 South, Range 17 East, Citrus County, Florida, more particularly described as follows:**

**Commence at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, Citrus County, Florida, thence South 89 Degrees 35 Minutes 06 Seconds West along the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East for a distance of 14.11 feet, thence North 04 Degrees 07 Minutes 46 Seconds West along the East line of Block "C" as shown on the Plat of Paradise Country Club as recorded in Plat Book 2, Page 182, Public Records of Citrus County, Florida, and the West Right-of-Way line of (abandoned) 120 foot wide Seaboard Coast Line Railroad Company mainline tract as described in Official Records Book 487, Page 293 through 295, Public Records of Citrus County, Florida, for a distance of 951.17 feet to the Southeast corner of Lot 38 of said Block "C", said point being the Point of Beginning; thence South 89 Degrees 59 Minutes 57 Seconds East for a distance of 612.03 feet, thence North for a distance of 522.53 feet, thence North 89 Degrees 54 Minutes 05 Seconds East for a distance of 278.11 feet, thence North 00 Degrees 04 Minutes 46 Seconds East for a distance of 621.83 feet, thence North 89 Degrees 59 Minutes 25 Seconds West for a distance of 112.94 feet, thence North 00 Degrees 02 Minutes 50 Seconds East for a distance of 245.52 feet, thence South 89 Degrees 57 Minutes 10 Seconds East for a distance of 113.08 feet, thence North 00 Degrees 04 Minutes 46 Seconds East for a distance of 265.23 feet to a point on the North line of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, thence North 89 Degrees 55 Minutes 14 Seconds West along said North line for a distance of 890.81 feet to the Northwest corner of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, thence South 01 Degree 50 Minutes 05 Seconds East along the West line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, for a distance of 4.90 feet to a point on the East Right-of-Way line of said (abandoned) 120 foot wide Seaboard Coast Line Railroad Company main line tract, thence North 4 Degrees 07 Minutes 58 Seconds West along said East Right-of-Way line a distance of 4.91 feet to a point on the North line of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, Citrus County, Florida, thence South 89 Degrees 21 Minutes 13 Seconds West along said North line for a distance of 120.23 feet to a point on said East line of Block "C", and said West Right-of-Way line of (abandoned) 120 foot wide Seaboard Coast Line Railroad Company main line tract, thence South 4 Degrees 07 Minutes 46 Seconds East along said East line of Block "C" and said West Right-of-Way line for a distance of 1305.79 feet to a point along the North line of the Southeast  $\frac{1}{4}$  of said Section 33, Township 18 South, Range 17 East, said point also being the Northwest corner of lands described in Official Record Book 487, Pages 296 through 298, Public Records of Citrus County, Florida, thence South 4 Degrees 07 Minutes 47 Seconds East along said East line of Block "C" and the East line of said Lot 38, Block "C", and said West Right-of-Way line, for a distance of 353.90 feet to the Point of Beginning.**

# Future Land Use Map Amendment



**ORDINANCE NO. 21-O-10**

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, REZONING 32 ACRES (MOL) OF PROPERTY ADDRESSED AS 8800 W PURE LN, CRYSTAL RIVER, OWNED BY CRYSTAL RIVER LTD PARTNERSHIP, ALSO IDENTIFIED AS A PART OF PARCEL ID 17E18S34 34000 (AK 3521123) IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER, FROM HIGH INTENSITY COMMERCIAL (CH) AND LOW DENSITY RESIDENTIAL (R-1) TO HIGH DENSITY RESIDENTIAL (R-3); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** the City Council of the City of Crystal River, Florida recognizes the need to plan for orderly growth and development; and

**WHEREAS** a zoning map amendment is necessary to maintain consistency with the Crystal River Comprehensive Plan; and

**WHEREAS** the proposed Zoning Map amendment was advertised as required by the Florida Statutes and the Crystal River Land Development Code; and

**WHEREAS** Crystal River LTD Partnership, owner, is requesting an amendment to the Official Zoning Map of the City of Crystal River.

**WHEREAS** in accordance with the law, the proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting, scheduled on **August 5, 2021**, and the Local Planning Agency has determined such application to be consistent with the Comprehensive Plan; and

**WHEREAS** the City of Crystal River has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

**WHEREAS** the City Council of the City of Crystal River, Florida, has determined that adoption of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Crystal River.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA THAT THE CITY'S COMPREHENSIVE PLAN IS AMENDED AS FOLLOWS:**

## **SECTION 1. PURPOSE**

The purpose of this Ordinance is to amend the official zoning map of the City of Crystal River, Florida, for 32 acres (MOL) owned by Crystal River Ltd Partnership from High Intensity Commercial (CH) and Low Density Residential (R-1) to High Density Residential (R-3) for the reasons set forth in the above "WHEREAS" clauses, which are incorporated herein, in haec verba.

## **SECTION 2. AUTHORITY**

The City of Crystal River City Council is authorized to amend the Crystal River Code of Ordinances 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, and as otherwise authorized by applicable Florida Statutes.

The City Council of the City of Crystal River, Florida, hereby adopts and incorporates into this Ordinance the memorandum and application packet (PZ20-0108) relating to the proposed amendments to the Official Zoning Map of the City of Crystal River, as if fully restated herein, in their entirety.

## **SECTION 3. ZONING MAP AMENDED**

The official zoning map of the City of Crystal River is hereby amended to redesignate the zoning from High Intensity Commercial (CH) and Low Density Residential (R-1) to High Density Residential (R-3) as presented in PZ20-0108, and as further described in Exhibit "A" (legal description) attached hereto and incorporated herein by reference.

## **SECTION 4. REPEAL OF CONFLICTING ORDINANCES**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

## **SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS**

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River, Florida, Official Zoning Map. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Official Zoning Map in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by the referencethereto as if fully set forth herein verbatim.

## **SECTION 6. SEVERABILITY**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

**SECTION 7. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon adoption by the Crystal River City Council, or if filed concurrent with a proposed comprehensive plan amendment, then the zoning changes approved are contingent upon the comprehensive plan amendment becoming effective as required by law.

**APPROVED** on the first reading after due public notice and public hearing the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** on the second reading after due public notice and public hearing the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**CITY OF CRYSTAL RIVER**

\_\_\_\_\_  
**MIA FINK, CITY CLERK**

\_\_\_\_\_  
**JOE MEEK, MAYOR**

**PASSED** on First Reading \_\_\_\_\_, 2021

**NOTICE** Published on \_\_\_\_\_, 2021

**PASSED** on Second & Final Reading \_\_\_\_\_, 2021

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

**VOTE OF COUNCIL:**

Brown \_\_\_\_\_  
Guy \_\_\_\_\_  
Holmes \_\_\_\_\_  
Fitzpatrick \_\_\_\_\_  
Meek \_\_\_\_\_

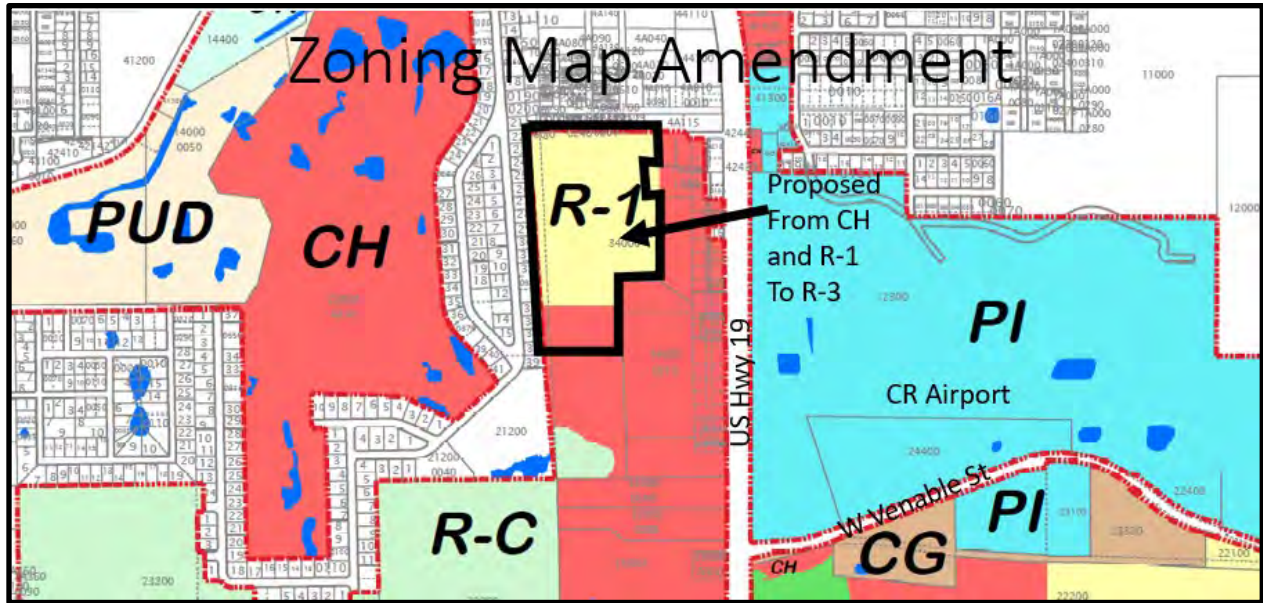
\_\_\_\_\_  
Robert W. Batsell, Jr., Esquire  
City Attorney



**EXHIBIT "A"**

**A parcel of land lying within Section 33 and Section 34, Township 18 South, Range 17 East, Citrus County, Florida, more particularly described as follows:**

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DRAFT



# City of Crystal River

Department of Planning & Community Development  
123 Northwest Highway 19  
Crystal River, FL 34432  
Telephone: (352) 795-4216  
Facsimile: (352) 795-6351  
jrehberg@crystalriverfl.org

## APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

**Fee: Small Scale - \$250 <10 ac      Large Scale - \$750  
TO BE PAID AT TIME OF APPLICATION**

Check One: Small Scale  # Acres \_\_\_\_\_ AltKey: 3521123  
Large Scale  # Acres 54.896 Parcel #: 17E18S34 34000

Name of Petitioner(s): Robert Benjamin, Heritage Development Company  
\_\_\_\_\_  
\_\_\_\_\_

Address of Petitioner(s): 34555 Chagrin Blvd.  
\_\_\_\_\_  
\_\_\_\_\_

City Moreland Hills State OH Zip Code 44022

Phone # 440-247-0820 Fax # \_\_\_\_\_ Cell # 216-410-3485

Email Address: RBenjamin@heritagedev.net

Legal Description attached: Yes  No \_\_\_\_\_ Survey attached: Yes  No \_\_\_\_\_

Street address of property (if applicable): 8800 W. Pure Lane, Crystal River, FL

Existing Land Use: LDR / HC Proposed Land Use: HDR / HC

Reason for Request: Large scale development of the site with a land use at the maximum 12 du/acre.  
\_\_\_\_\_  
\_\_\_\_\_

The following items are required (applications will not be processed if these items do not accompany the application):

- Deed or Proof of Ownership
- Notarized signature of the current property owner(s) and the Agent's signature, if applicable.
- Survey or aerial of property from Property Appraiser website, printed on paper that is no less than 11" x 17".
- Paid application fee

Robert Benjamin, Heritage Development Company, being first duly sworn, affirm and say that I am the:

(check one)

\_\_\_\_\_ owner, or

X the legal representative authorized to speak on behalf of the subject matter, of the property described in this application.



Signature

34555 Chagrin Blvd.

Address

440-247-0820

Phone Number

Moreland Hills, OH 44022

City, State, Zip Code

State of Ohio

County of Cuyahoga

The foregoing instrument was acknowledged before me this 1st, day of Sept, 2020, by Mr Robert Benjamin, who is personally known to me or has produced n/a as identification and who did/did not take an oath.



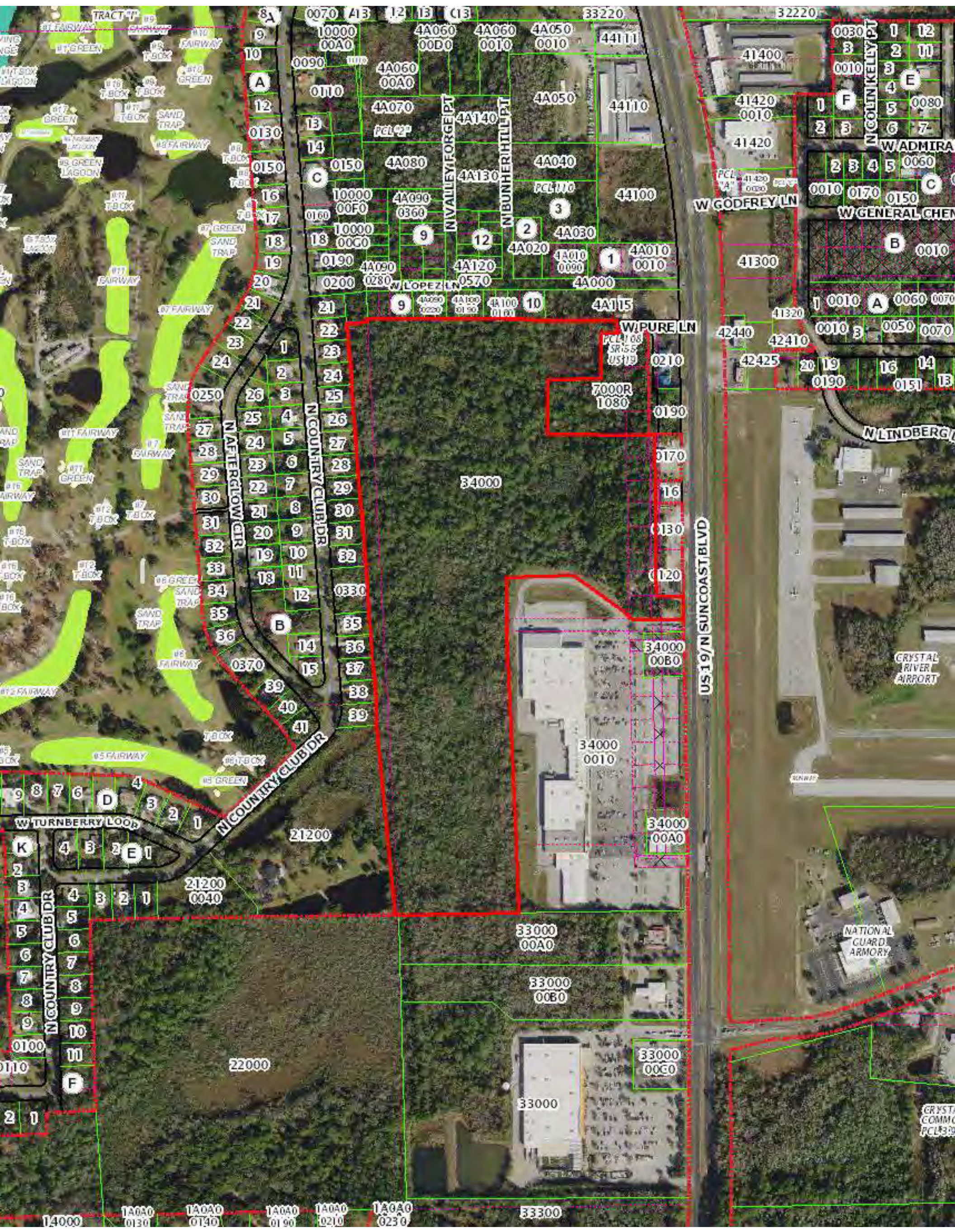
Notary Public

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

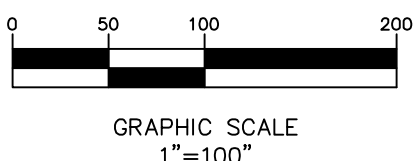


ANTHONY J. LAZZARO, Attorney  
Notary Public, State of Ohio  
My Commission Has No  
Expiration Date  
Section 147.03 R.C.





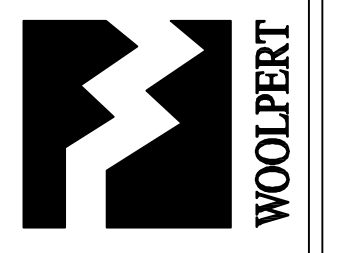
SCALE 1" = 100'



GRAPHIC SCALE 1"=100'

AREA = 54.896 ACRES±

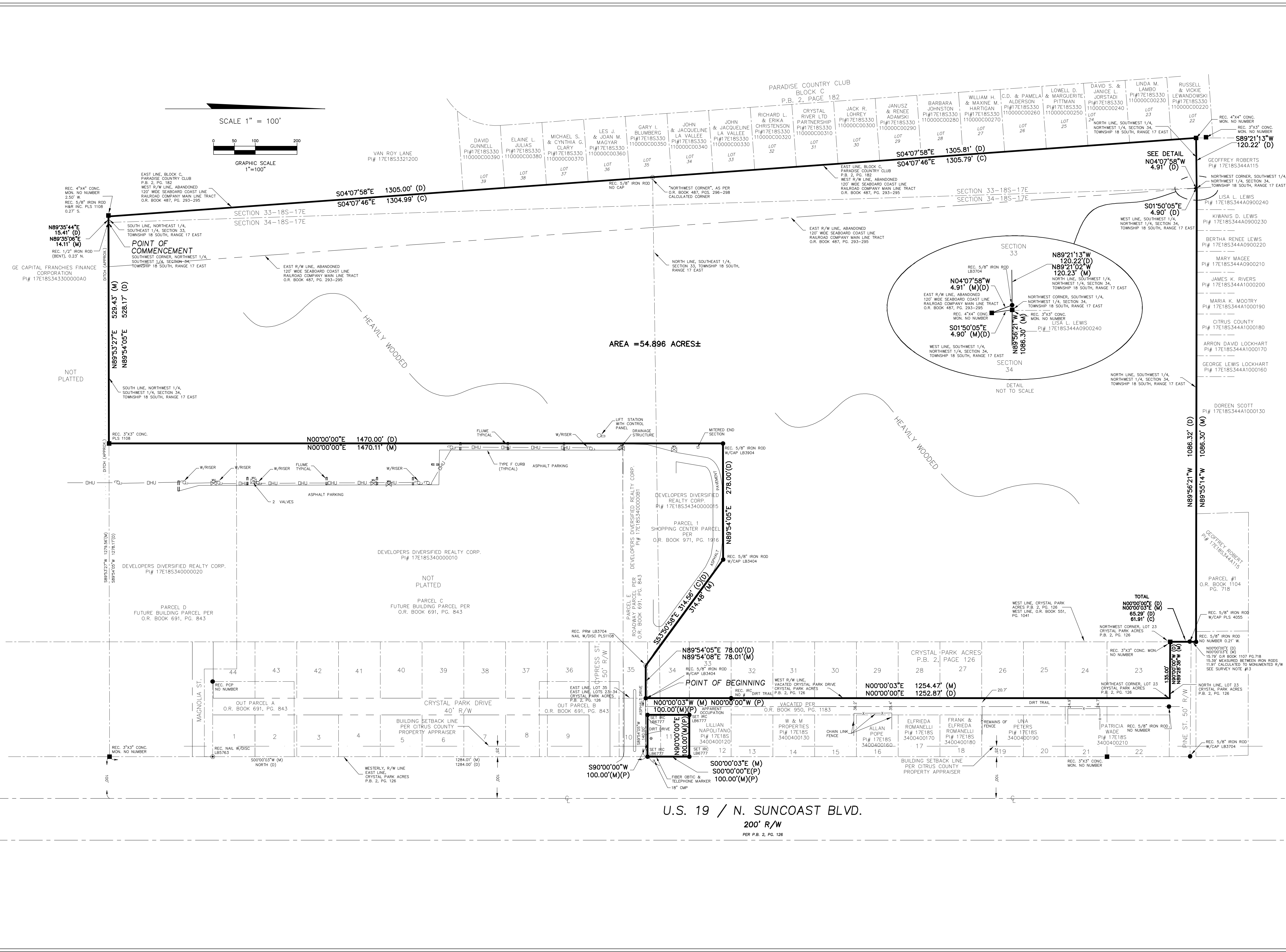
WOOLPERT INC.  
Laurel Building  
3504 Lake Lynda Drive  
Orlando, FL 32817-1484  
407.381.2192  
Fax: 407.384.1185



DRAWN: SMP  
FIELD: WM  
CHECKED: DMB  
FIELD BOOK: ORL 4  
PAGE(S): 01-13

ALTAIACSM LAND TITLE SURVEY  
DEVELOPERS DIVERSIFIED REALTY CORP.  
SCALE: 1"=100'  
PROJECT NO: 068504  
SHEET  
2 of 2

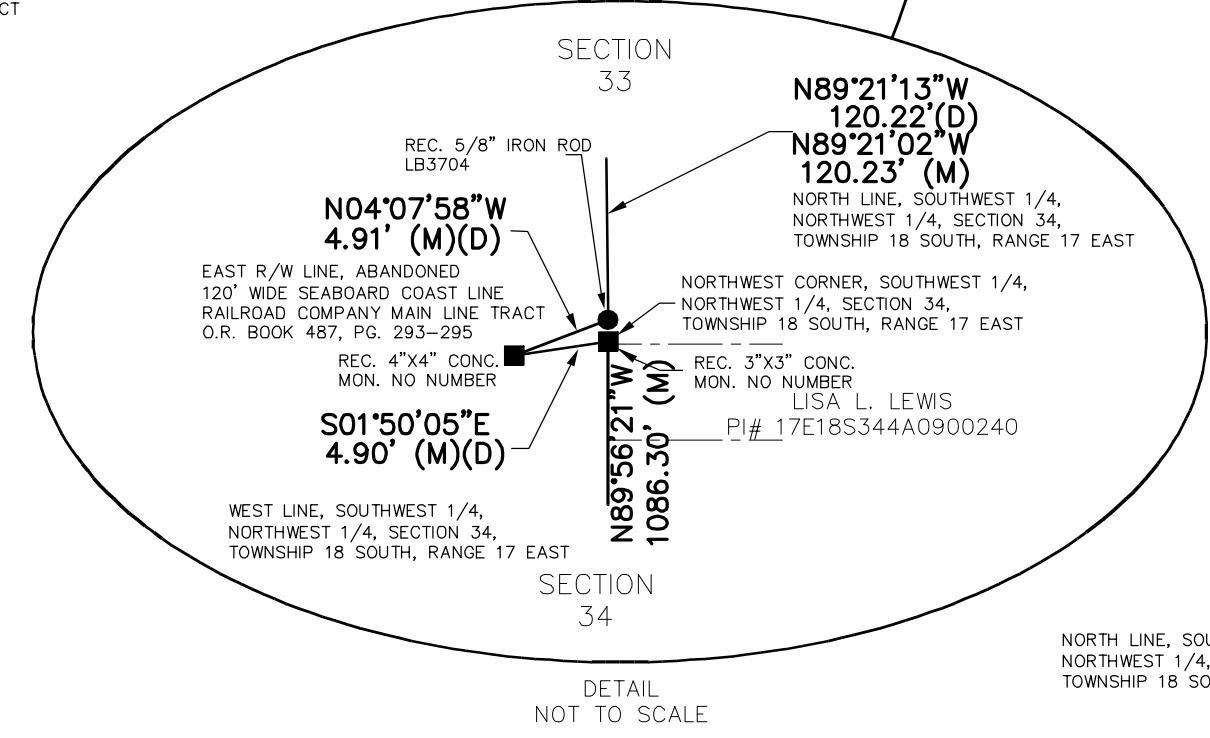
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U.S. 19 / N. SUNCOAST BLVD.

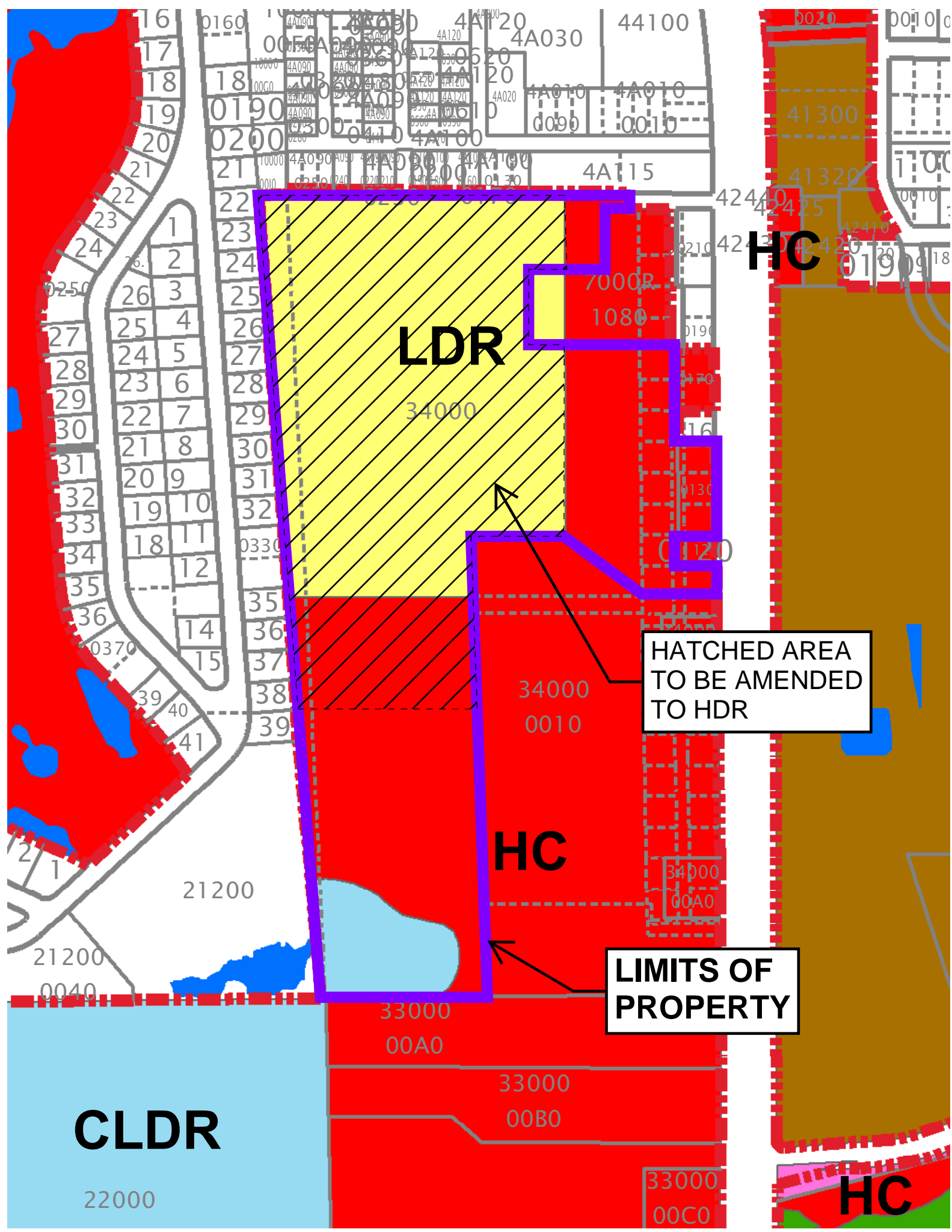
200' R/W  
PER P.B. 2, PG. 126

POINT OF COMMENCEMENT  
SOUTH LINE, NORTHEAST 1/4, SECTION 33, TOWNSHIP 18 SOUTH, RANGE 17 EAST  
WEST R/W LINE, ABANDONED 120' WIDE SEABOARD COAST LINE RAILROAD COMPANY MAIN LINE TRACT O.R. BOOK 487, PG. 293-295



DETAIL NOT TO SCALE

TOTAL  
N00°00'00"E (D)  
N00°00'03"E (M)  
65.29' (D)  
61.91' (C)



**LDR**

**HC**

**HC**

**CLDR**

**HC**

HATCHED AREA TO BE AMENDED TO HDR

LIMITS OF PROPERTY





## REZONING APPLICATION

Department of Planning & Community  
Development  
123 Northwest Highway 19  
Crystal River, FL 34432  
Telephone: (352) 795-4216  
Facsimile: (352) 795-6351  
[jrehberg@crystalriverfl.org](mailto:jrehberg@crystalriverfl.org)

---

### Applicant Information:

Name: Mike Timko Woolpert, Inc.  
Address: 1203 Walnut Street, 2nd Floor, Cincinnati, OH 45202  
Phone #: 513-527-2562 Fax #: \_\_\_\_\_ Cell #: 513-520-4344  
Email Address: mike.timko@woolpert.com

### Property Description:

Parcel Account #: 17E18S34 34000 Alt. Key # 3521123  
Street Address (or street & avenue location): 8800 W. Pure Lane, Crystal River, FL

Legal Description: Refer to the attached document.

(or attachment)

Property Acreage: 54.896 Sq. ft.: 2,391,270  
Present F.L.U.M. Designation: LDR, HC, CLDR. Submitted for Amendment to HDR, HC, CLDR  
Present Zoning Designation: R-1, CH, R-C

**Requested Zoning Designation:** R-3, CH, R-C

Reason for the Request: Large scale development of the site with a land use at the maximum  
12 du/acre and the ability to accommodate residential and commercial construction.

Explain Consistency with the Future Land Use Plan: The project team is requesting a  
FLUM Amendment from LDR to HDR in the area to be developed in order to maximize the  
development potential of the site.

### Additional Contact Information (other than Owner or Agent)

Name: Robert Benjamin, Heritage Development Company  
Address: 34555 Chagrin Blvd., Moreland Hills, OH 44022  
Phone #: 440-247-0820 Fax #: \_\_\_\_\_ Cell #: 216-410-3485  
Email Address: RBenjamin@heritagedev.net

**Fee: \$250 – To be paid at  
time of application**

---

**Attachments:**

1. Survey & Legal Description
2. Deed, or other proof of ownership
3. Map (see Checklist)

**The City of Crystal River may, within reason, request additional information, if the information provided by the applicant is insufficient to analyze the proposed change in zoning. Information submitted by the applicant at either the Planning Commission or City Council public hearing(s), which is beyond the scope of that submitted to the City in the original application, shall be grounds for a continuation of the public hearing until such time that the Planning Commission and Staff can review and analyze such information.**

Check	Requirements (Sec. 10.01.06)
	A. The application shall include a map of the area that can be found on the Citrus County Property Appraiser website ( <a href="http://www.citruspa.org">www.citruspa.org</a> )
	1. The current zoning district designations for the subject property and all adjacent properties. The zoning map can be found at <a href="http://www.crystalriverfl.org">www.crystalriverfl.org</a>
	2. The land use categories from the Future Land Use Map that can be found at <a href="http://www.crystalriverfl.org">www.crystalriverfl.org</a>
	B. A statement shall be provided including the following information:
	1. A justification for the proposed zoning.
	2. Deed, or other proof of ownership

Development Requirements and Zoning Justification:

1. Developed buildings shall be connected to potable water/sewer.
2. Roadway/transportation improvements subject to Traffic Analysis submitted and approved by the City of Crystal River and/or FDOT.
3. Owner/Engineer to submit a Tree Preservation Plan for review and approval by City of Crystal River and/or Citrus County.
4. Owner/Engineer to provide Geological and Biological surveys of the site to determine sensitive development areas.
5. Owner/Engineer to submit to FAA and the Citrus County Airport Advisory Board for approval of all buildings to be located on site. Response documents to be provided to the City of Crystal River.

## Rezoning Checklist

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(Attach this sheet if located with the boundaries of the CRA)

### Determination of Compliance

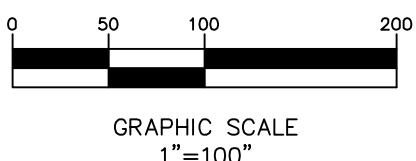
---

Applications for rezoning other than PUD and amendments to this LDC shall follow the process set forth below. Such applications shall be considered by the Planning Commission for recommendation to the City Council which has final authority.

	<b>Rezoning (Sec. 10.03.02)</b>
<b>CRA</b>	<p>An application for a site plan for property within the CRA Overlay District shall be sent to the Community Redevelopment Agency for review and recommendation. The CRA shall hold a properly noticed quasi-judicial hearing as set forth in the published meeting schedule. The CRA shall make findings regarding compliance of the proposed site plan with Section 4.02.03, and shall provide a written CRA report regarding such compliance to the City for inclusion in the compliance report</p> <p style="text-align: center; color: red;"><b>NOT WITHIN CRA DISTRICT</b></p>
<b>Complete</b>	<p>Within thirty (30) days, (forty-five (45) days for projects within the CRA Overlay District) following the determination that the application is complete, the City Manager shall determine whether the application complies with the requirements, standards and criteria of the LDC, including the written report from the CRA.</p>
<b>Compliance Report</b>	<p>The compliance report, including the written report from the CRA, and the application materials shall be forwarded to the Planning Commission with a recommendation for approval, approval with conditions, or denial. Such applications shall be considered by the Planning Commission for recommendation to the City Council which has final authority.</p>



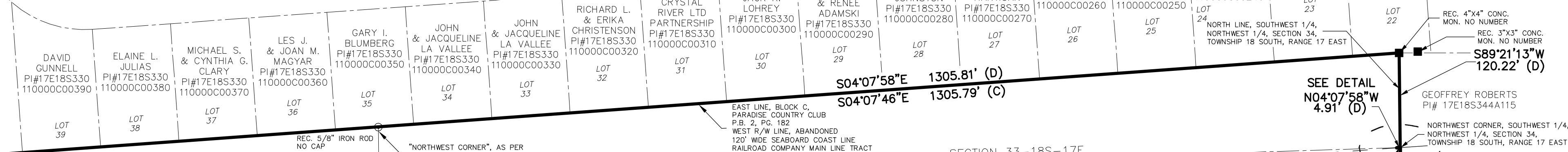
SCALE 1" = 100'



GRAPHIC SCALE 1"=100'

VAN ROY LANE  
PI# 17E18S3321200

PARADISE COUNTRY CLUB  
BLOCK C  
P.B. 2, PAGE 182



REC. 4"x4" CONC. MON. NO. NUMBER  
2.50' W  
REC. 5/8" IRON ROD  
H&R INC. PLS 1108  
0.27' S.

EAST LINE, BLOCK C,  
PARADISE COUNTRY CLUB  
P.B. 2, PG. 182  
WEST R/W LINE, ABANDONED  
120' WIDE SEABOARD COAST LINE  
RAILROAD COMPANY MAIN LINE TRACT  
O.R. BOOK 487, PG. 293-295

S04°07'58"E 1305.00' (D)  
S04°07'46"E 1304.99' (C)

S04°07'58"E 1305.81' (D)  
S04°07'46"E 1305.79' (C)

SEE DETAIL  
N04°07'58"W  
4.91' (D)  
S89°21'13"W  
120.22' (D)

N89°35'44"E  
15.41' (D)  
N89°35'06"E  
14.11' (M)

POINT OF COMMENCEMENT  
SOUTHWEST CORNER, NORTHWEST 1/4,  
SOUTHWEST 1/4, SECTION 34,  
TOWNSHIP 18 SOUTH, RANGE 17 EAST

SECTION 33-18S-17E  
SECTION 34-18S-17E

SECTION 33-18S-17E  
SECTION 34-18S-17E

S01°50'05"E  
4.90' (D)

WEST LINE, SOUTHWEST 1/4,  
NORTHWEST 1/4, SECTION 34,  
TOWNSHIP 18 SOUTH, RANGE 17 EAST

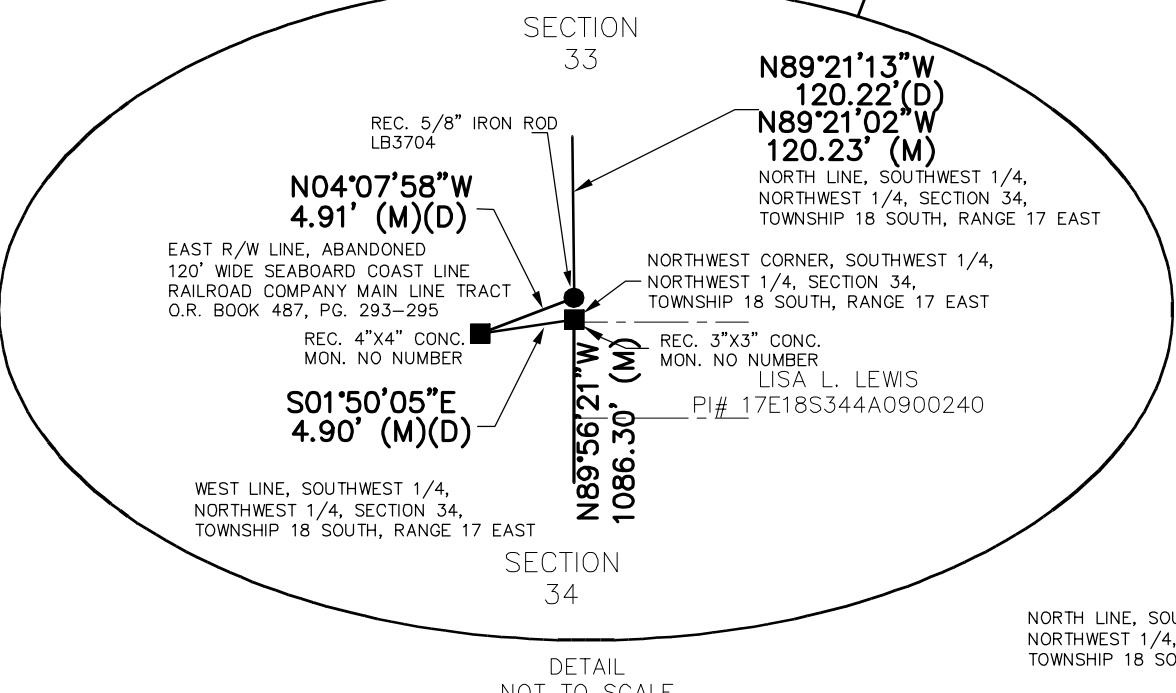
GE CAPITAL FRANCHISE FINANCE  
CORPORATION  
PI# 17E18S34300000A0

SOUTH LINE, NORTHEAST 1/4,  
SOUTHEAST 1/4, SECTION 33,  
TOWNSHIP 18 SOUTH, RANGE 17 EAST

EAST R/W LINE, ABANDONED  
120' WIDE SEABOARD COAST LINE  
RAILROAD COMPANY MAIN LINE TRACT  
O.R. BOOK 487, PG. 293-295

"NORTHWEST CORNER", AS PER  
O.R. BOOK 487, PGS. 298-299  
CALCULATED CORNER

EAST R/W LINE, ABANDONED  
120' WIDE SEABOARD COAST LINE  
RAILROAD COMPANY MAIN LINE TRACT  
O.R. BOOK 487, PG. 293-295



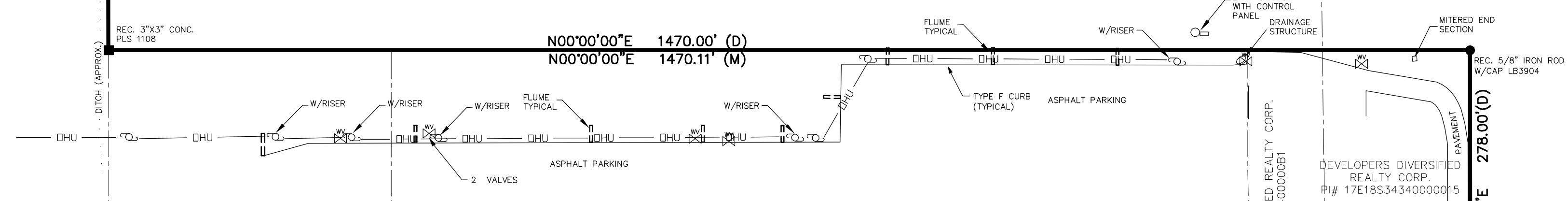
NORTH LINE, SOUTHWEST 1/4,  
NORTHWEST 1/4, SECTION 34,  
TOWNSHIP 18 SOUTH, RANGE 17 EAST

NOT PLATTED

SOUTH LINE, NORTHWEST 1/4,  
SOUTHWEST 1/4, SECTION 34,  
TOWNSHIP 18 SOUTH, RANGE 17 EAST

AREA = 54.896 ACRES±

HEAVILY WOODED



REC. 3"x3" CONC.  
PLS 1108

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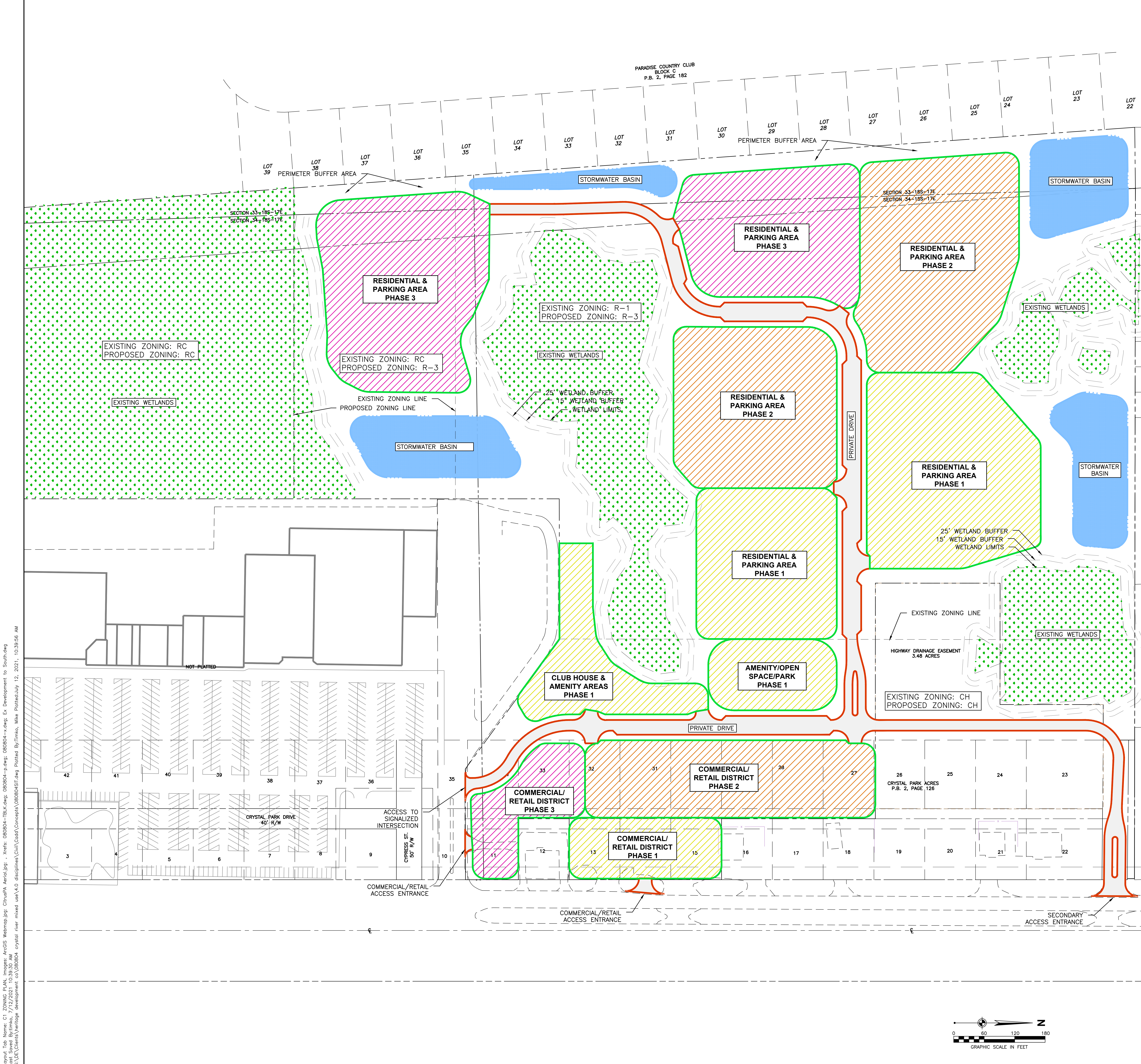
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**PROPOSED LEGEND**

- PROPOSED BUILDING
- PROPOSED CARPORT

**EXISTING LEGEND**

- BUILDING
- BOUNDARY
- SECTION LINE
- DITCH
- EASEMENT
- EDGE OF ASPHALT PAVEMENT
- FENCE
- LOT LINE
- POND
- RIGHT OF WAY
- ROAD CENTERLINE
- SETBACK
- WETLAND

PROJECT No.	No.	DATE	REVISION
080804			
DATE 5/2/21			
DES. RWJ			
DR. RWJ			
CKD. MAT			

1203 Walnut Street  
2nd Floor  
Cincinnati, OH 45202  
513.272.8300  
FAX: 937.461.0743

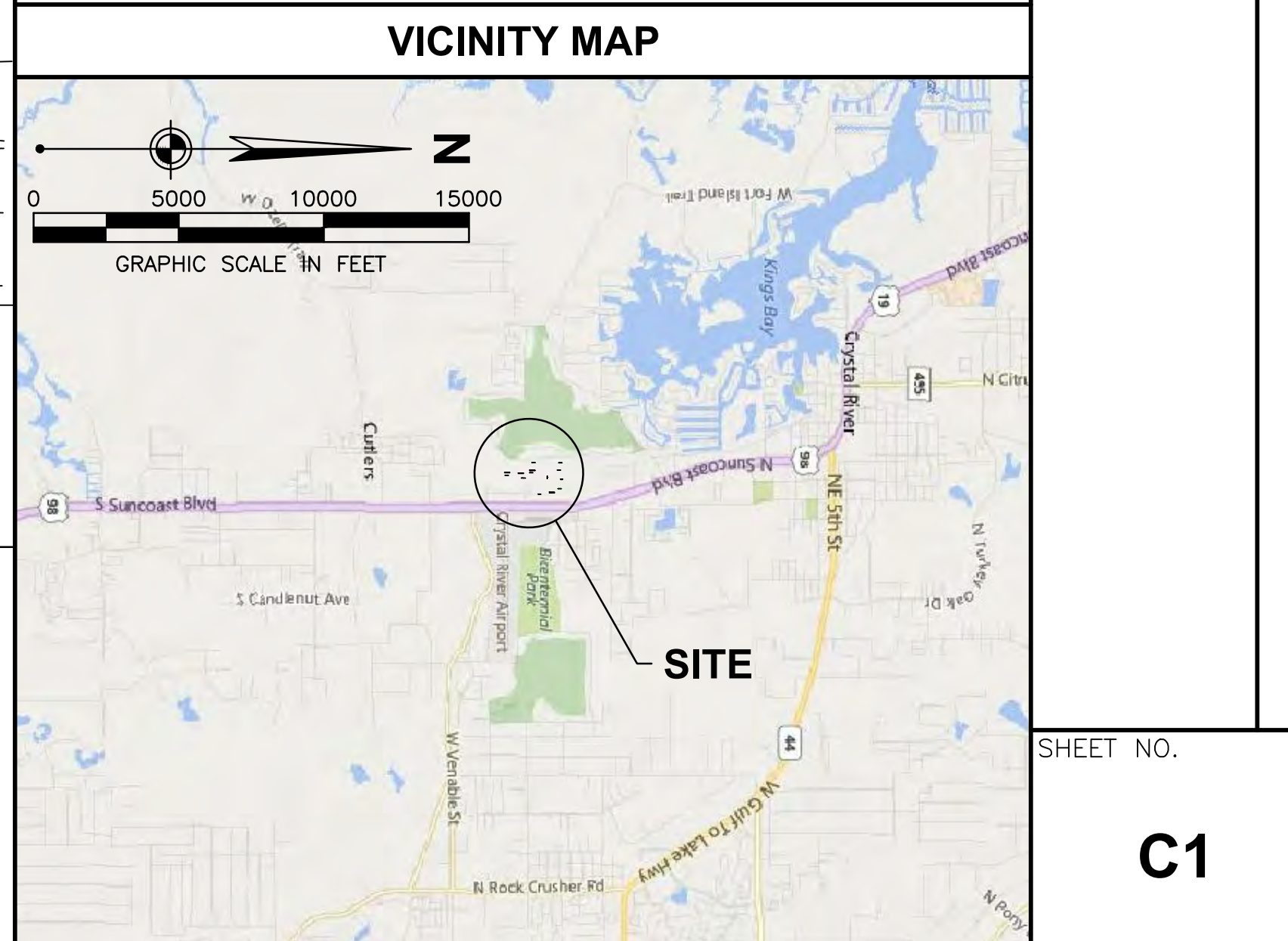
**WOOLBERT**  
ARCHITECTURAL ENGINEERING INCORPORATED

**CRYSTAL RIVER MIXED USE DEVELOPMENT**  
US HIGHWAY 19, CRYSTAL RIVER, FLORIDA

HERITAGE DEVELOPMENT COMPANY  
3455 CHAGRIN BLVD., MORELAND HILLS, OH 44022

**ZONING EXHIBIT**

- DEVELOPMENT REQUIREMENTS AND ZONING JUSTIFICATION:**
- DEVELOPED BUILDINGS SHALL BE CONNECTED TO POTABLE WATER/SEWER.
  - ROADWAY/TRANSPORTATION IMPROVEMENTS SUBJECT TO TRAFFIC ANALYSIS SUBMITTED AND APPROVED BY THE CITY OF CRYSTAL RIVER AND/OR FDOT.
  - OWNER/ENGINEER TO SUBMIT A TREE PRESERVATION PLAN FOR REVIEW AND APPROVAL BY CITY OF CRYSTAL RIVER AND/OR CITRUS COUNTY.
  - OWNER/ENGINEER TO PROVIDE GEOLOGICAL AND BIOLOGICAL SURVEYS OF THE SITE TO DETERMINE SENSITIVE DEVELOPMENT AREAS.
  - OWNER/ENGINEER TO SUBMIT TO FAA AND THE CITRUS COUNTY AIRPORT ADVISORY BOARD FOR APPROVAL OF ALL BUILDINGS TO BE LOCATED ON SITE. RESPONSE DOCUMENTS TO BE PROVIDED TO THE CITY OF CRYSTAL RIVER.



Layout File Name: C:\ZONING PLAN Images\AC05 Webmap\jgcr CitrusPA Aerial\jgcr\_080804-TBLK.dwg; 080804-x.dwg; Ex Development to South.dwg  
 G:\E\G\Heritage\development\080804\Crystal River Mixed Use\4.0 discipline\080804\Crystal.dwg Plotted By: Mike Plotter, July 12, 2021, 10:39:56 AM



## R-3 Zoning Boundary Legal Description

A parcel of land lying within Section 33 and Section 34, Township 18 South, Range 17 East, Citrus County, Florida, more particularly described as follows:

Commence at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, Citrus County, Florida,

thence South 89 Degrees 35 Minutes 06 Seconds West along the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East for a distance of 14.11 feet,

thence North 04 Degrees 07 Minutes 46 Seconds West along the East line of Block "C" as shown on the Plat of Paradise Country Club as recorded in Plat Book 2, Page 182, Public Records of Citrus County, Florida, and the West Right-of-Way line of (abandoned) 120 foot wide Seaboard Coast Line Railroad Company mainline tract as described in Official Records Book 487, Page 293 through 295, Public Records of Citrus County, Florida, for a distance of 951.17 feet to the Southeast corner of Lot 38 of said Block "C", said point being the Point of Beginning;

thence South 89 Degrees 59 Minutes 57 Seconds East for a distance of 612.03 feet,

thence North for a distance of 522.53 feet,

thence North 89 Degrees 54 Minutes 05 Seconds East for a distance of 278.11 feet,

thence North 00 Degrees 04 Minutes 46 Seconds East for a distance of 621.83 feet,

thence North 89 Degrees 59 Minutes 25 Seconds West for a distance of 112.94 feet,

thence North 00 Degrees 02 Minutes 50 Seconds East for a distance of 245.52 feet,

thence South 89 Degrees 57 Minutes 10 Seconds East for a distance of 113.08 feet,

thence North 00 Degrees 04 Minutes 46 Seconds East for a distance of 265.23 feet to a point on the North line of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East,

thence North 89 Degrees 55 Minutes 14 Seconds West along said North line for a distance of 890.81 feet to the Northwest corner of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East,

thence South 01 Degree 50 Minutes 05 Seconds East along the West line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, for a distance of 4.90 feet to a point on the East Right-of-Way line of said (abandoned) 120 foot wide Seaboard Coast Line Railroad Company main line tract,

thence North 4 Degrees 07 Minutes 58 Seconds West along said East Right-of-Way line a distance of 4.91 feet to a point on the North line of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 18 South, Range 17 East, Citrus County, Florida,

thence South 89 Degrees 21 Minutes 13 Seconds West along said North line for a distance of 120.23 feet to a point on said East line of Block "C", and said West Right-of-Way line of (abandoned) 120 foot wide Seaboard Coast Line Railroad Company main line tract,


thence South 4 Degrees 07 Minutes 46 Seconds East along said East line of Block "C" and said West Right-of-Way line for a distance of 1305.79 feet to a point along the North line of the Southeast  $\frac{1}{4}$  of said Section 33, Township 18 South, Range 17 East, said point also being the Northwest corner of lands described in Official Record Book 487, Pages 296 through 298, Public Records of Citrus County, Florida,

thence South 4 Degrees 07 Minutes 47 Seconds East along said East line of Block "C" and the East line of said Lot 38, Block "C", and said West Right-of-Way line, for a distance of 353.90 feet to the Point of Beginning.

BILL OF SALE

Harold B. Murphy, Trustee in Bankruptcy of Leon D. Elliott, in a case pending in the United States Bankruptcy Court for the District of Massachusetts, Chapter 7 Case No. 91-13461-CJK, and pursuant to the Trustee's Notice of Intended Private Sale and Trustee's Motion for Authority to Sell Property Free and Clear of Liens, Claims and Encumbrances, each dated October 16, 1992 and allowed by the Bankruptcy Court on November 18, 1992, hereby sells, assigns, transfers and conveys Leon D. Elliott's one-quarter (1/4) interest in The Crystal River Limited Partnership to Joseph Provenzano for the sum of \$3,000. The sale of this partnership interest is free and clear of all liens, claims, encumbrances and security interests.

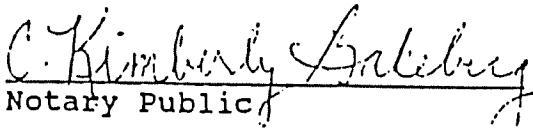
Dated at Boston, Massachusetts this 27th day of November, 1992.

  
\_\_\_\_\_  
Harold B. Murphy,  
Chapter 7 Trustee in  
Bankruptcy of Leon D. Elliott  
(Chapter 7 Case No.  
91-13461-CJK)

Suffolk, ss.

Boston, Massachusetts  
November 27, 1992

Then personally appeared the above-named Harold B. Murphy known to me to be the person who executed the foregoing bill of sale and swore before me that the execution of the aforementioned bill of sale was his free act and deed.

  
\_\_\_\_\_  
Notary Public

My commission expires: 11-4-'96

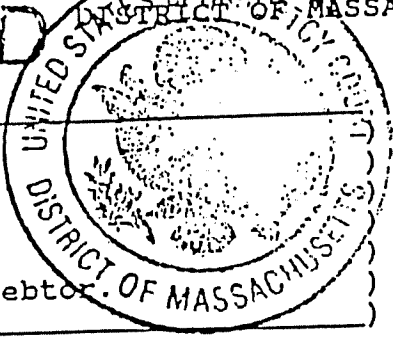
17156

HANIFY & KING, P.C.  
ONE FEDERAL STREET  
BOSTON, MA 02110

11/25/92 7-43  
11/13/92

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

DOCKETED



In Re  
LEON D. ELLIOTT,  
Debtor.

Case No. 91-13461-CJK  
Chapter 7 Certified to be a true and  
correct copy of the original.  
Robert L. [unclear] Clerk  
U. S. Bankruptcy Court  
District of [unclear]

TRUSTEE'S MOTION FOR AUTHORITY TO SELL PROPERTY  
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

*Harold B. Murphy*  
Date: 11/23/92

To the Honorable Carol J. Kenner, Bankruptcy Judge:

Pursuant to 11 U.S.C. §363 and Bankruptcy Rule 6004(c)

Harold B. Murphy, Chapter 7 Trustee in Bankruptcy of the above-referenced Debtor, moves the Court for an Order authorizing the private sale of the Debtor's right, title and one quarter (1/4) interest in the Crystal River Limited Partnership to Joseph S. Provanzano for the sum of Three Thousand Dollars (\$3,000.00).

In support of this motion the Trustee says the following:

1. The Debtor's Schedules indicate and the Debtor has testified that he holds a one-quarter interest in the Crystal River Limited Partnership. That partnership's sole asset is a retail shopping center in Crystal River, Florida. The debtor has estimated a fair market value of the shopping center of \$6,000,000; there is a mortgage on the property in excess of \$7,000,000 and, accordingly, there is no equity to the bankruptcy estate from the debtor's partnership interest.

2. Notwithstanding the apparent lack of equity in this asset, the Trustee has received an offer to purchase the debtor's one quarter (1/4) interest in the Crystal River Limited Partnership for \$3,000. As the Trustee has received no other offers to purchase this asset, the Trustee believes it is in the

*11/16/92 - No opposition. Allowed. Carol J. Kenner*

DOCKETED

10

best interests of the estate to accept the offer to purchase,  
subject to Bankruptcy Court approval.

3. Any objections to this motion and the sale must be filed in writing on or before \_\_\_\_\_, 1992 by 4:00 p.m. with the Clerk, United States Bankruptcy Court, Thomas P. O'Neill, Jr. Office Building, 10 Causeway Street, Boston, MA 02222. Any objection must state specifically why the sale should not be authorized. Unless a timely objection is filed or a hearing requested, no hearing will be held and the sale will take place as scheduled.


4. Copies of any objection should be served on the Trustee, Harold B. Murphy, Hanify & King, One Federal Street, Boston, MA 02110.

5. A hearing, if required, will be held on \_\_\_\_\_, 1992 at \_\_\_\_\_ before the Honorable Carol J. Kenner, United States Bankruptcy Judge, Court Room #4, Thomas P. O'Neill, Jr. Federal Office Building, 10 Causeway Street, Boston, MA 02222.

For further information respecting the intended sale, please contact the Trustee at the address listed below.

Harold B. Murphy,  
Chapter 7 Trustee,

By his attorneys,



HAROLD B. MURPHY  
HANIFY & KING  
One Federal Street  
Boston, MA 02110  
(617) 423-0400  
(bma 02306)

Dated: October 16, 1992

14104

**BIW PROPERTIES, LLC**

**APPOINTMENT OF MANAGER  
BY WRITTEN ACTION OF THE MEMBERS  
WITHOUT A MEETING**

The undersigned, being the members of BIW Properties, LLC, an Ohio limited liability company ("BIW Properties"), do hereby adopt the following resolution by written action without a meeting:

WHEREAS, The Iris S. Wolstein Trust U/T/A dated October 26, 1995, and The Bertram L. Wolstein Trust U/T/A dated October 26, 1995, are the members of BIW Properties;

WHEREAS, Bertram L. Wolstein was the manager of BIW Properties;

WHEREAS, on May 17, 2004, Bertram L. Wolstein died and, as a result, the position of manager became vacant;

NOW, THEREFORE, BE IT RESOLVED, by unanimous vote of the undersigned members, the Iris S. Wolstein Trust U/T/A dated October 26, 1995, as amended, shall be the Manager of BIW Properties.

IN WITNESS WHEREOF, the undersigned members have executed this written action as of the 8<sup>th</sup> day of September, 2005.



Iris Wolstein, Trustee of the Iris S. Wolstein  
Trust U/T/A dated October 26, 1995, as amended



Iris Wolstein, Trustee of the Bertram L. Wolstein  
Trust U/T/A dated October 26, 1995, as amended

ASSIGNMENT

For good and valuable consideration, The Bertram L. Wolstein Trust U/T/A dated October 26, 1995, as amended ("Assignor"), hereby transfers, assigns and sets over unto The Iris S. Wolstein Trust U/T/A dated October 26, 1995, as amended ("Assignee") its membership interest (the "Interest") in BIW PROPERTIES, LLC (the "Company"), which Interest includes all of Assignor's right, title and interest in and to the Company's assets and Assignor's capital account, allocable share of future profits and losses, and distributive share of distributions of the Company associated with such Interest.

TO HAVE AND TO HOLD the Interest unto Assignee, its successors and assigns, and Assignor hereby warrants unto Assignee, its successors and assigns that Assignor has good right, power and authority to assign the Interest.

IN WITNESS WHEREOF, this Assignment has been executed as of the 31<sup>st</sup> day of March, 2006.

"ASSIGNOR"

The Bertram L. Wolstein Trust U/T/A dated  
October 26, 1995, as amended

By: 

Iris S. Wolstein, Trustee of The Bertram L.  
Wolstein Trust U/T/A dated October 26,  
1995, as amended

CRYSTAL RIVER LIMITED PARTNERSHIP  
AGREEMENT  
OF  
LIMITED PARTNERSHIP



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CRYSTAL RIVER LIMITED PARTNERSHIP  
AGREEMENT  
OF  
LIMITED PARTNERSHIP

THIS AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), entered into as of May 1, 1985, is intended to evidence the mutual agreement of W & M PROPERTIES, an Ohio partnership, having an address at 34555 Chagrin Boulevard, Moreland Hills, Ohio 44022, as General Partner, and QUINN ASSOCIATES, a Massachusetts partnership, having an address at 175 Andover Street, Danvers, Massachusetts 01923, as Limited Partner, to join together to form a limited partnership (the "Partnership") under the provisions of Chapter 1782 of the Ohio Revised Code (the "Act") for the purposes and upon the terms and conditions set forth herein.

ARTICLE I

ORGANIZATION

Section 1.1 Name.

The name of the Partnership shall be "CRYSTAL RIVER LIMITED PARTNERSHIP."

Section 1.2 General Character of Business.

The character of the business of the Partnership shall be to acquire, own, develop, lease, sell, exchange, mortgage, finance, encumber, and otherwise deal with that certain tract or parcel of real property consisting of approximately 80 acres and situated in Citrus County, Florida, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Project"), and do all things incidental thereto. The Project presently consists of approximately 80-acres of land and it is the present intent of the Partnership to develop a strip shopping center on approximately 23 acres at the southeast corner of the Project (the "23-Acre Site") and to otherwise deal with the balance of the Project (the "Residual Premises"); provided, however, that failure to do so shall not constitute a violation of the terms of this Agreement, it being understood and agreed that the General Partner, in the exercise of its sole judgment, shall have the power and authority to make all decisions with respect to the Project. The Partnership business shall be limited to the Project, and no Partner need afford the Partnership or any other Partner the opportunity of investing in any other project

or enterprise, regardless whether the same would, but for this provision, be deemed an opportunity of the Partnership.

Section 1.3 Place of Business.

The location of the principal place of business of the Partnership shall be at 34555 Chagrin Boulevard, Moreland Hills, Ohio 44022, or at such other substituted place within Ohio as may be designated by the General Partner. The General Partner also may designate additional places of business either within or without the State of Ohio. The Partnership at all times shall maintain an office within Ohio where the records referred to in Section 4.3(d) below shall be maintained.

Section 1.4 Agent for Service of Process in Ohio.

Bert L. Wolstein, whose address is 34555 Chagrin Boulevard, Moreland Hills, Ohio 44022, shall be the agent for service of process on the Partnership required by Section 1782.04 of the Ohio Revised Code. The General Partner, from time to time, may designate a substitute agent for service of process within Ohio, which agent must be an individual who is a resident of Ohio, an Ohio corporation, or a foreign corporation authorized to do business in Ohio.

Section 1.5 Agent for Service of Process in Other States.

The General Partner may designate from time to time any individual or corporation to serve as agent for service of process in Florida or in any other state where the Partnership is conducting business and is required by such state's laws to appoint or designate an agent for service of process.

Section 1.6 Term.

The Partnership shall commence on the date on which the Partnership's Certificate of Limited Partnership is filed for record with the Cuyahoga County Recorder and shall continue for a term ending December 31, 2035, unless earlier dissolved and terminated pursuant to the Act or any other provisions of this Agreement.

Section 1.7 Certificate of Limited Partnership.

(a) Each of the Partners shall execute a Certificate of Limited Partnership (the "Certificate") for

the Partnership containing all information required by Section 1782.08 of the Ohio Revised Code, which Certificate shall be filed in duplicate by the General Partner with the Cuyahoga County Recorder. The General Partner may, but shall not be obligated to, deliver or mail a copy of the "filed" Certificate or any amendment thereto to the Limited Partner.

(b) Any amendment to the Certificate may be signed by the General Partner alone, except that such amendment shall also be signed by each other Partner (i) designated therein as a new Partner, or (ii) whose contribution to the capital of the Partnership is described as having been increased.

(c) The Certificate and any amendment thereto may be signed by any person by his attorney-in-fact; provided, however, that a power of attorney to sign the Certificate or any amendment thereof relating to the admission, or increased contribution, of a Partner shall specifically describe the admission or increase.

(d) The General Partner is authorized to execute and file, for and on behalf of the Partnership and all Partners, any and all affidavits and instruments required of it to lawfully conduct business in the State of Florida and any other state wherein the Partnership may conduct business from time to time.

## ARTICLE II

### CAPITAL CONTRIBUTIONS

#### Section 2.1 Initial Capital Contributions of General Partner.

The General Partner has contributed to the Partnership the amount of \$116,926 in cash (\$70,000 of which was paid by the General Partner directly to the Limited Partner to reimburse it for costs heretofore incurred by it with respect to the Project, and the balance of which was paid by the General Partner to third parties for costs and expenses incurred in connection with the Project). The General Partner has agreed to contribute an additional \$17,491 in cash to the capital of the Partnership as and when needed by the Partnership to pay the debts and obligations of the Partnership. In exchange for the contributions made and agreed to be made by the General Partner pursuant to this Section 2.1, the General Partner shall receive a 50% interest in the net profit and loss and cash distributions of the Partnership.

Section 2.2 Initial Capital Contributions of Limited Partner.

The Limited Partner heretofore has contributed the net amount of \$134,417 to the capital of the Partnership (by payment directly to third parties of \$204,417 for costs and expenses incurred in connection with the Project, including obtaining for the Partnership the right to acquire legal and beneficial title to the Project, less \$70,000 paid to the Limited Partner by the General Partner as partial reimbursement therefor). In exchange for the contribution made by the Limited Partner as set forth in this Section 2.2, the Limited Partner shall receive a 50% interest in the net profit and loss and cash distributions of the Partnership.

Section 2.3 Distributions and Withdrawals.

Unless otherwise expressly provided in this Agreement, distributions may only be made to all Partners in proportion to their interests in profit and loss as set forth in Section 3.1. No Partner shall be entitled to make withdrawals from his individual account, except to the extent of distributions made pursuant to express provisions of this Agreement. Distributions may be made in cash or in interests in property, or partly in each, but no Partner shall have the right to require that a distribution be made to him other than in cash.

Section 2.4 Interest.

No interest shall be paid on the capital contribution of any Partner.

Section 2.5 Additional Funds.

(a) In the event that additional funds are required or desired to carry on the business and purposes of the Limited Partnership beyond the initial capital contributions of the Partners as set forth in Sections 2.1 and 2.2 above, the General Partner will endeavor to borrow money at commercially reasonable rates (and secured by a mortgage lien on all or any portion of the Project, if necessary). In connection with such financing, the General Partner may, but shall not be obligated to, guarantee the repayment of such indebtedness. Notwithstanding the foregoing, to the maximum extent possible at commercially reasonable rates, the construction and development of the strip shopping center on the 23-Acre Site will be financed with a mortgage loan, the security for which will be limited to the 23-Acre Site and the improvements thereon.

(b) The determination of the amount of funds required from time to time for the conduct of the Partnership's business shall be within the sole discretion of the General Partner whose judgment as to such matters shall be conclusive.

Section 2.6 Interim Loans by Partners.

Notwithstanding any provision of this Article II to the contrary, in the event that interim funds are required from time to time for costs and expenses incurred by the Partnership beyond the capital contributions of the Partners or available financing, the General Partner may, but shall not be obligated to, loan additional funds to the Partnership to cover those interim needs of the Partnership. Any such loan shall be a debt and obligation of the Partnership to be evidenced by a promissory note bearing interest, until repaid in full, at a rate per annum two percent over the prime commercial rate from time to time in effect at Central National Bank of Cleveland (or the highest rate permitted by applicable law, if less) and shall be repayable in full as a priority from Cash Flow of the Partnership or from proceeds of sale, refinancing or other transaction yielding funds to the Partnership before any distributions are made to the Partners in respect of their interests in the Partnership.

ARTICLE III

PROFIT AND LOSS; SPECIAL DEDUCTIONS; CASH FLOW AND OTHER DISTRIBUTIONS; ACCOUNTING

Section 3.1 Allocation of Profit and Loss.

(a) The net profits, gains, and losses and each item of income, gain, loss, deduction or credit relating thereto, and tax credits of the Partnership shall be allocated and divided 50% to the Limited Partner 50% to the General Partner.

(b) Profit and loss shall be considered to have been earned ratably over the period of the fiscal year of the Partnership, except that gains and losses arising from the disposition of properties shall be taken into account as of the date thereof; and except that if additional capital is contributed during the course of the Partnership year or there is a transfer or substitution of, or other change in the Partners' percentage interests in the Partnership, a separate determination of profit and loss shall be made as of the last day of the month preceding the month of such occurrence, and the profit and loss



and the tax credits of the Partnership for the period before such date shall be apportioned among the Partners in accordance with their respective interests on such date.

(c) For all purposes of this Agreement, the interest of a Partner in the Partnership shall be its percentage of profits and losses in the Partnership as set forth in Section 3.1(a).

(d) Any loss not allowed because of the limitation of losses set forth in Section 704(d) of the Internal Revenue Code of 1954, as amended (the "Code") and Section 1.704-1(d)(1) of the Treasury Regulations, shall be held in suspense in accordance with the provisions of Section 1.704-1(d)(1) until such time as such loss shall be allowed as a deduction under Section 704(d) of the Code.

### Section 3.2 Cash Flow.

(a) Subject to the other provisions of this Section, the cash flow of the Partnership ("Cash Flow") shall mean the net taxable income or loss of the Partnership for federal income tax purposes and any capital contributions of the Partners, plus the amount of all depreciation, deferred interest and any other non-cash charges deducted in determining taxable income, less (i) the amount of all cash expenditures which are not deductible for federal income tax purposes (including, but not limited to, payments for mortgage amortization and capital expenditures), except distributions to Partners and except any expenditures from a reserve, the additions to which were subtracted in determining Cash Flow for that period or previous periods, and (ii) a reasonable reserve determined by the General Partner for working capital, taxes, insurance, maintenance and repair, replacement of capital items and other purposes.

(b) The proceeds of any financing, refinancing or syndication, and the proceeds, gains or losses of any sale, exchange, condemnation, destruction (whether insured or uninsured), liquidation or other event resulting in the disposition of all or any portion of the assets or properties of the Partnership, shall not be taken into account in determining the Cash Flow of the Partnership.

(c) The Cash Flow of the Partnership shall be determined separately for each fiscal year or portion thereof and not cumulatively, and, subject to the rights of creditors and as soon as practicable as determined by the General Partner, shall be and distributed to the Partners in accordance with their respective interests in the Partnership.

Section 3.3 Interim Distribution of Proceeds  
of Refinancing, Sale or Other Disposition.

(a) Subject to the provisions of subparagraph (b) of this Section, the net cash proceeds to the Partnership resulting from the refinancing of any mortgage or trust deed covering any part of the Project or from the sale, exchange, condemnation, destruction (whether insured or uninsured) or other event resulting in the disposition of all or any part of the Project or any interest therein shall be distributed, subject to the establishment by the General Partner of a reserve for contingent liabilities and anticipated expenses of the Partnership or for working capital, among the Partners in the same manner and in the same proportions as taxable gain is allocated as provided in Section 3.1(a).

(b) Notwithstanding the provisions of subparagraph (a) of this Section, if all or any part of the Project is compulsorily or involuntarily converted within the meaning of Section 1033(a) of the Internal Revenue Code, as amended (the "Code"), and if any portion of the gain thereon would constitute ordinary income by reason of recapture of depreciation under Section 1250 or 1245 of the Code, the General Partner shall determine whether the Partnership is required or whether it is feasible to use the proceeds to restore or replace the part so condemned or destroyed, and if the General Partner determines such work is required or feasible, the Partnership shall not apply the net proceeds thereof in accordance with subparagraph (a) of this Section, but shall instead reinvest the net proceeds as so determined to be required or feasible.

Section 3.4 Accounting; Partnership  
Accounts.

(a) Partnership accounts shall be kept in accordance with accounting principles consistent with those employed for determining the Partnership's income for federal income tax purposes. The method of accounting used by the Partnership shall be the accrual method, and the fiscal year of the Partnership shall be the calendar year.

(b) A capital account shall be maintained for each Partner. The beginning balance of each Partner's capital account shall be the amount of cash and the adjusted tax basis of any property (net of liabilities assumed by the Partnership and liabilities to which such contributed property is subject) contributed to the Partnership by the Partner pursuant to Article II. Each Partner's capital account balance shall be increased by the amount of any

additional capital contributions to the Partnership, by the amount of any income, gain or net profit (or item thereof) allocated to such Partner, and by the amount of any other items as may be consistent with tax accounting principles and shall be decreased by the amount of net loss or other deduction (or item thereof), and that Partner's distributive share of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, allocated, and by distributions made, to that Partner as well as by the amount of any other items as may be consistent with tax accounting principles. If property other than cash is distributed by the Partnership, the amount of the capital account adjustment shall be made by reference to the adjusted tax basis of the property (net of any liabilities assumed by the Partner and liabilities to which the distributive property is subject).

(c) Except for the capital contributions required by Article II hereof, the Limited Partner as such shall not be required to make any further contribution to the capital of the Partnership to restore a deficit in its capital account or to discharge any liability of the Partnership, nor shall the Limited Partner as such be personally liable for any liabilities or obligations of the Partnership or of the General Partner, except as otherwise provided by law; provided, however, that nothing contained herein shall be deemed to relieve the Limited Partner from liability for any liabilities or obligations incurred in a capacity other than as Limited Partner or incurred pursuant to the express terms of this Agreement or any other agreement, including indemnity and contribution agreements, entered into between the General Partner and the Limited Partner. Any such deficit shall, however, be carried as a charge against the Limited Partner's capital account, and the Limited Partner's share of subsequent profit of the Partnership may be applied to restore such deficit in the capital account of the Limited Partner before any distribution of profit is made to it.

#### ARTICLE IV

##### POWERS, DUTIES AND LIABILITIES OF GENERAL PARTNER

###### Section 4.1 Powers of General Partner.

(a) Subject to the limitations imposed by the Act, the General Partner, in its full and exclusive discretion, shall manage and control and make all decisions affecting the business and assets of the Partnership, including but not limited to, the power to:

(i) Authorize or approve all actions relating to the Partnership and its assets and properties;

(ii) Negotiate and execute all documents and instruments on behalf of the Partnership with respect to the acquisition, development, financing, mortgaging, leasing, and disposition of the Project or other Partnership properties;

(iii) Borrow funds and incur indebtedness on behalf of the Partnership, and secure any such Partnership indebtedness by pledge of Partnership property;

(iv) Make such tax elections as the General Partner believes, after consulting with the Partnership's accountants, are in the best interests of the Partnership, and authorize and approve all action in connection with the distribution of funds and assets or properties of the Partnership;

(v) Manage and supervise the operation of the Project and all other Partnership properties and employ such persons, firms and corporations as it deems necessary for the organization of the Partnership and the conduct of the business of the Partnership, including, without limitation, any contractors, management or operating agents, financial or industry consultants, accountants, and attorneys, on such terms and for such reasonable compensation as it shall determine, notwithstanding the fact that the General Partner, any of the partners thereof or any of the affiliates of any of them or the Limited Partner may have a financial interest in such firms or corporations or might receive financial benefits by reason of such employment;

(vi) Establish and maintain checking, savings and other bank accounts in the name of the Partnership with such financial institutions as the General Partner shall select, and invest funds of the Partnership in short-term money market or similar investments until required by the Partnership for its business or for distribution to the Partners;

(vii) Prosecute, defend, settle or compromise any action or suit at law or in equity

that the General Partner determines to be necessary or advisable to enforce or protect the Partnership, the Project or other Partnership properties or the business of the Partnership;

(viii) Admit additional Limited Partners and Limited Partners in substitution of Limited Partners disposing of their interests in the Partnership, as permitted hereunder;

(ix) Cause all or any substantial portion of the Project to be sold, conveyed or otherwise disposed of; and

(x) Take, or fail to take, all such action, and execute and deliver all such documents and instruments, as may be deemed necessary or appropriate by the General Partner to effectuate any provision of this Agreement or to otherwise carry out the purposes of the Partnership or enhance its business or prospects.

Section 4.2 Special Authority of General Partner and Partnership.

(a) The General Partner, in a capacity other than as a Partner of the Partnership, shall be the developer of the strip shopping center on the 23-Acre Site and the General Partner shall be paid a development fee by the Partnership of \$2.50 per square foot of gross leasable area within the 23-Acre Site (exclusive of Zayre store for which the General Partner will be paid \$2.25 per square foot of gross leaseable area), and the General Partner, as developer, will be responsible for obtaining initial leases for the said strip shopping center (less a five percent vacancy factor). The Partnership is authorized to enter into an agreement with the General Partner providing for the development of the 23-Acre Site.

(b) The Partnership shall enter into an agreement with Republic Development Corp., a Massachusetts corporation which is related to the Limited Partner, whereby said corporation shall be paid a fee by the Partnership for obtaining a Zayre lease for the strip shopping center to be located on the 23-Acre Site, said fee to be equal to \$0.25 per square foot of gross leaseable area within the Zayre store.

(c) The Partnership is authorized to enter into a management agreement with Developers Diversified Management, Inc., an Ohio corporation which is related to

the General Partner, or any other entity whether or not related to the General Partner or the Limited Partner, whereby the strip shopping center to be developed on the 23-Acre Site will be managed for a fee equal to five percent of gross rents (exclusive of tenant reimbursables and common area maintenance payments, but with said manager being entitled to collect directly from the tenants, in addition to the aforesaid management fee, an administrative fee of up to 15 percent of common area maintenance charges actually paid by tenants under their leases), plus a five percent leasing commission on all new leases (exclusive of those initial leases procured by the General Partner as developer pursuant to Section 4.2(a) above) and a three percent leasing commission on all lease renewals.

(d) The General Partner, in a capacity other than as a Partner in the Partnership, is authorized to be the developer of all or any portion of the Residual Premises in the event the Partnership determines to develop the Residual Premises, and is authorized to be compensated therefor at the higher of (i) then prevailing rates for similar development services in the Florida market, or (ii) \$2.50 per square foot of gross leaseable commercial area, \$1.50 per square foot of gross leaseable industrial or warehouse property, and \$3,000 per multi-family dwelling unit. The Partnership also may enter into a management agreement with Developers Diversified Management, Inc. or any other entity whether or not related to the General Partner for management of any improvements constructed upon the Residual Premises, and to be compensated therefor at the higher of (i) then prevailing rates for similar management services in the Florida market, or (ii) that rate referred to in Section 4.2(c) above.

#### Section 4.3 Duties of General Partner.

(a) The General Partner shall manage or cause the affairs of the Partnership to be managed in a prudent and businesslike manner, and the General Partner shall devote such part of its time to Partnership affairs as is reasonably necessary for the conduct of those affairs; provided, however, that it is expressly understood and agreed that the General Partner shall not be required to devote its entire time or attention to the business of the Partnership, and the General Partner shall not be restricted in any manner from participating in any other businesses or activities, despite the fact that the same may be competitive with the business of the Partnership.

(b) The General Partner shall have fiduciary responsibility for the safekeeping and use of all funds

and assets of the Partnership, whether or not in its immediate possession or control, and shall not employ or permit any other person to employ those funds or assets in any manner except for the exclusive benefit of the Partnership.

(c) In carrying out its obligations, the General Partner shall:

(i) Render periodic progress reports to the Limited Partner with respect to the operations of the Partnership;

(ii) Prepare and distribute to all Limited Partners, within 90 days after the end of the Partnership's fiscal year, all reasonable tax reporting information;

(iii) Furnish, within 120 days after the end of the Partnership's fiscal year, a balance sheet as at the end of the fiscal year and statements of income, partners' equity and changes in financial position and a cash flow statement for the fiscal year then ended;

(iv) Obtain and maintain any public liability and other insurance reasonably available to the Partnership and deemed necessary or appropriate by the General Partner;

(v) Maintain complete and accurate records of all properties owned or leased by the Partnership and complete and accurate books of account (containing all information necessary to record allocations and distributions), and make those records and books of account available for inspection and audit by the Limited Partner or its duly authorized representative (at the expense of such Limited Partner) during regular business hours at the principal office of the Partnership; and

(vi) Cause to be filed any certificates and do any other acts required by law to qualify and maintain the Partnership as a limited partnership.

(d) The General Partner shall cause to be continuously maintained at an office in Ohio all of the following:

(i) A current list of the full name and last known business or residence address of each Partner, set forth in alphabetical order;

(ii) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Certificate or any amendment thereto has been executed;

(iii) Copies of the Partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years; and

(iv) Copies of any then effective written partnership agreements of the Partnership and of any financial statements of the Partnership for the three most recent years.

#### Section 4.4 Compensation of General Partner.

Except as set forth in Section 4.2, the General Partner shall receive no compensation as such for its services to the Partnership, but shall be reimbursed for its administrative and overhead costs and expenses and other charges associated with the management and administration of the Partnership's business and affairs (except for those incurred as developer as set forth in Section 4.2 above). In addition, the General Partner shall be entitled to reimbursement for (i) all out-of-pocket expenses incurred on behalf of the Partnership and (ii) any expenses, including reasonable attorneys' fees, incurred in prosecuting any action on behalf of the Partnership or any of its Partners, or defending any action brought against the Partnership or the General Partner pertaining to Partnership affairs or this Agreement, except as to matters where the General Partner is adjudged to have been guilty of fraud or willful misconduct.

#### Section 4.5 Special Provisions Regarding Development of the Project.

Except as may be expressly set forth above, the General Partner, in its judgment and discretion, shall have sole authority and responsibility for development of the Project and for all decisions pertaining thereto. In connection with the development of the Project, the General Partner shall have the right, without consultation with, or approval from, the Limited Partner, to deal with all aspects of the Project, including, but not limited to, the



granting of easements, dedication or conveyance of parts thereof to the United States or the State of Florida or any political subdivision thereof or governmental or quasi-governmental agency, and restricting portions thereof from future development.

Section 4.6 Liabilities and Indemnification of General Partner.

(a) In carrying out its duties hereunder, the General Partner shall not be liable to the Partnership or to any other Partner for any actions taken in good faith and reasonably believed to be in the best interest of the Partnership, or for errors of judgment or for omissions, but shall only be liable for fraud or willful misconduct.

(b) If the General Partner ceases to be such, it shall remain liable for all obligations and liabilities incurred by the Partnership during the period it was General Partner, but shall not be liable for or on account of obligations or liabilities incurred subsequent to ceasing to be General Partner.

(c) The Partnership shall indemnify the General Partner against and save it harmless from all loss, cost, liability or expense (including attorneys' fees) arising by reason of any actions taken or omitted to be taken on behalf of the Partnership, other than any action or omission constituting fraud or willful misconduct.

ARTICLE V

RIGHTS AND PROHIBITIONS OF LIMITED PARTNER

Section 5.1 Rights of Limited Partner.

(a) The Limited Partner shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any nature, including any venture that might be competitive with the business of the Partnership, and the Partnership may engage the Limited Partner or persons or firms associated with it for specific purposes and may otherwise deal with the Limited Partner, on terms and for compensation to be agreed upon by the Limited Partner and the Partnership; provided, however, that the Limited Partner shall not be entitled to participate in the control of the business of the Partnership.

(b) The Limited Partner shall be entitled to (i) have the Partnership books, including the books and

records referred to in Section 4.3(d), kept at an office maintained by the Partnership within the State of Ohio and upon reasonable request during business hours, to inspect and copy any of them at the Limited Partner's reasonable expense; (ii) to obtain from the General Partner, from time to time and upon reasonable demand, all of the following: (a) true and full information regarding the state of the business and the financial condition of the Partnership; (b) promptly after becoming available, a copy of the Partnership's federal, state and local income tax returns and reports for each year; and (c) other information regarding the affairs of the Partnership as is just and reasonable.

Section 5.2 Prohibitions with Respect to Limited Partners.

The Limited Partner shall have no right:

(a) To take part in the control of the Partnership business or to sign for or to bind the Partnership, such power being vested solely in the General Partner;

(b) To have its capital contribution repaid until the Partnership is dissolved and terminated and all Partnership liabilities have been paid or funds have been reserved therefor;

(c) To require partition or appraisement of, sale of a deceased Partner's interest in, or any sale of, Partnership property, notwithstanding any other provision of law to the contrary; or

(d) To assign its interest in the Partnership or to constitute the assignee thereunder a substituted Limited Partner, except as expressly provided in Article VI.

ARTICLE VI

TRANSFER OF INTERESTS

Section 6.1 General Partner.

Prior to substantial completion of development of the 23-Acre Site, the interest of the General Partner shall not be transferable by the General Partner without the consent of the Limited Partner, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be ineffective to transfer that interest. Following substantial completion of development of the 23-Acre Site, the General Partner may assign portions of its interest in the Partnership from time to time so long as the General Partner remains a General Partner.

## Section 6.2 Limited Partners.

(a) The interest of the Limited Partner shall not be assignable without the prior written consent of the General Partner, which shall not be unreasonably withheld. For purposes of the foregoing sentence, the interest of the Limited Partner shall be deemed assigned if (i) prior to substantial completion of development of the 23-Acre Site with permanent financing therefor in place, either or both of Felix P. Quinn or Leon D. Elliott transfer or assign any of their interests in the Limited Partner, and (ii) after substantial completion of development of the 23-Acre Site, either or both of Felix P. Quinn or Leon D. Elliott cease to be partners of the Limited Partner. In the event of the bankruptcy, dissolution, or termination of the Limited Partner, its trustee, legal representative, or other successor in interest shall become the "assignee" of the interest of the Limited Partner for the purpose of settling or managing the estate, but any such assignee shall not become a Limited Partner, except pursuant to the provisions of Section 6.3. The Limited Partner covenants and agrees that it will not dissolve or terminate during the continuance of the Partnership. An assignee who does not become a Limited Partner shall be entitled to receive the share of net profits and losses, distributions and the return of the contribution to which its assignor would otherwise be entitled in respect of the interest so assigned, but otherwise the assignee shall not be entitled to any rights of a Limited Partner.

(b) Upon the General Partner's consent to such an assignment, the Partnership shall remit directly to the assignee all distributions to which the assignee may be entitled pursuant to the provisions of this Agreement.

(c) A Limited Partner whose interest has been assigned shall have no further right to vote on matters requiring approval of the Limited Partners, to require any information or account of Partnership transactions or to inspect the Partnership's books and records.

## Section 6.3 Substitution of a Limited Partner.

The assignee of an interest of a Limited Partner who has complied with the provisions of Section 6.2 may become a Limited Partner only when the General Partner shall have consented thereto, and the assignee shall have become a party to this Agreement, shall have executed any certificates or instruments required by law, and shall have paid or obligated himself to pay all reasonable expenses

(as the General Partner may determine) connected with the admission or substitution, including, without limitation, fees from counsel to the Partnership resulting from compliance with all applicable securities and tax laws.

Section 6.4 Additional Restrictions on Transfer.

Notwithstanding the foregoing provisions of this Article, no interest in the Partnership may be assigned or transferred (i) if the effect of any assignment when added to all other interests transferred, sold or exchanged within 12 consecutive months prior thereto would result in termination of the Partnership within the meaning of Section 708(b) of the Code or any corresponding provision of subsequent federal law or (ii) at any time without an opinion of counsel, if required by the General Partner in its sole discretion, that registration is not required under the Securities Act of 1933, as amended, and that the transfer will not affect the classification of the Partnership as an entity classified as a partnership for federal income tax purposes. Any such prohibited assignment or transfer shall be void and without force or effect whatsoever.

ARTICLE VII

WITHDRAWAL OF A PARTNER

Section 7.1 Withdrawal, Bankruptcy or Insolvency or Dissolution and Termination of General Partner; Election to Continue.

(a) The General Partner agrees not to withdraw from the Partnership prior to the expiration of the term of the Partnership, without the prior consent of all Partners. In the event the General Partner does withdraw from the Partnership, or upon the happening of any of the events of withdrawal defined in Section 7.3 below, the Partnership shall be dissolved and its affairs shall be wound up unless all the remaining Partners elect within 90 days after the occurrence of the event to continue the business of the Partnership. The election to continue the Partnership shall be made in writing within the applicable time period and shall be followed by the filing of an amendment to the Certificate.

(b) If, on the occurrence of any of the events stated in subparagraph (a) above, the Limited Partner elects to continue the business of the Partnership, and there is no remaining viable general partner at such time, the Limited Partner shall, concurrent with its election to

continue the Partnership, designate a new General Partner or General Partners who consent to and accept such designation effective as of the date of the event giving rise to dissolution. If an election is made, the interest of the former General Partner shall be converted to that of a Limited Partner in accordance with the provisions of subparagraph (c) below.

(c) If, on the occurrence of any of the events stated in subparagraph (a) above, the Limited Partner elects to continue the business of the Partnership as provided therein, the allocation and distribution provisions of this Agreement, as between General Partner and Limited Partner shall be adjusted to reflect the conversion. After conversion of its interest to that of a Limited Partner, the former General Partner, or its trustee or other successor, as the case may be, shall be entitled to receive as such the same allocable portion of net profit and loss of, and distributions from, the Partnership to which it would have been entitled if it had continued as the General Partner.

(d) If, on the occurrence of any of the events stated in subparagraph (a) above, all of the remaining Partners do not elect to continue the business of the Partnership as provided therein, the Partnership shall be wound up, insofar as practicable, and the Partnership's business terminated in accordance with Article VIII.

#### Section 7.2 Withdrawal of a Limited Partner.

A Limited Partner may not withdraw from the Partnership. If a Limited Partner shall die, or be adjudicated insane, incompetent or bankrupt, the Partnership shall not be dissolved, but his executor, administrator or guardian shall become the assignee of the interest of that Partner in accordance with the provisions of Article VI.

#### Section 7.3 Event of Withdrawal.

As used in this Agreement, the following shall be considered to be events of withdrawal by a Partner from the Partnership:

(a) The General Partner gives written notice to all other Partners of its intention to withdraw from the Partnership prior to the expiration of the term of the Partnership.

(b) The General Partner does one of the following:

(i) makes an assignment for the benefit of creditors;

(ii) files a voluntary petition in bankruptcy;

(iii) is adjudicated a bankrupt or insolvent;

(iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or rule;

(v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding described in this subsection 7.3(b); or

(vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of its properties.

(c) One hundred twenty days have elapsed after the commencement of any proceeding against the General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or rule and the proceeding has not been dismissed, or within 90 days after an appointment, without its consent or acquiescence, of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of such a stay, the appointment is not vacated.

(d) The dissolution and commencement of winding up of the General Partner.

## ARTICLE VIII

### TERMINATION OF THE PARTNERSHIP

#### Section 8.1 Termination.

Upon (i) the sale of all or substantially all (90% or more) of both the 23-Acre Site and the Residual Premises, (ii) the expiration of the term of the Partnership, (iii) the occurrence of an event of withdrawal by the

General Partner as set forth in Article VII, without an election to continue the business of the Partnership as provided in Section 7.1, (iv) upon entry of a decree of judicial dissolution under Section 1782.45 of the Ohio Revised Code, or (v) the earlier termination of the Partnership in accordance with any provision of this Agreement or the Act, the Partnership shall be dissolved and terminated, and the then General Partner shall proceed with the winding up of the Partnership and its assets shall be applied and distributed as provided herein. If there is no General Partner at such time, a majority in interest of the Limited Partners shall elect a liquidating trustee to act as temporary general partner for the limited purpose of liquidating and winding up the Partnership.

#### Section 8.2 Payment of Debts.

(a) The assets shall first be applied to the payment of the debts and liabilities of the Partnership (including any loans or advances that may have been made by Partners to the Partnership but excluding distributions to which Partners of the Partnership may be entitled) and the expenses of termination. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors to enable the then General Partner or the liquidating trustee to minimize the losses normally attendant upon a termination and winding up of a partnership.

(b) The General Partner or the liquidating trustee may then retain such amount as it deems reasonably necessary as a reserve for any contingent liabilities or obligations of the Partnership. That amount may, in the discretion of the General Partner or the liquidating trustee, be paid over to a financial institution with trust authority in Cleveland, Ohio, as escrow agent, to be held by it for the discharge of liabilities and obligations of the Partnership, with the remaining balance, if any, to be distributed among the Partners after satisfaction of all such liabilities and obligations or the expiration of three years following the final distribution to the Limited Partners pursuant to Section 8.4, whichever shall first occur.

#### Section 8.3 Final Distribution to Partners.

The remaining assets shall then be distributed among the Partners in accordance with the positive balances of the capital accounts of the Partners at such time. The General Partner or the liquidating trustee may, in its sole and absolute discretion, distribute cash or assets or properties in kind, or any combination of cash

and assets or properties in kind, to each Partner in connection with the termination and winding up of the Partnership, and no Partner shall claim any interest whatsoever in any distribution to another Partner as long as the cash or assets or properties distributed are equivalent in value to the value of the Partner's interest in the Partnership at that time. The value of any assets or properties distributed in kind to a Partner in termination and winding up shall be the fair market value attributed to the asset in the final accounting prepared pursuant to Section 8.4. Any non-cash assets distributed to a Partner will be distributed subject to any liens, security interests or other encumbrances, operating agreements or other obligations or commitments that exist with respect to those assets at that time; the effect of any of those encumbrances or restrictions shall be reflected in the fair market value determined with respect to that asset.

#### Section 8.4 Final Accounting.

Each of the Partners shall be furnished with a statement reviewed by the Partnership's accountants, which shall set forth the assets and liabilities of the Partnership as at the date of termination and winding-up of the Partnership. Upon compliance by the General Partner or the liquidating trustee with the foregoing plan of liquidation, the Limited Partners shall cease to be such, and the General Partner or the liquidating trustee, as the sole remaining partner of the Partnership, shall execute and cause to be filed a Certificate of Cancellation of the Partnership and any and all other documents necessary with respect to termination and cancellation.

### ARTICLE IX

#### POWER OF ATTORNEY

##### Section 9.1 Power.

The Limited Partner irrevocably constitutes and appoints the General Partner as its true and lawful attorney in its name, place and stead to make, execute, acknowledge, swear to (if necessary), deliver and file:

(a) Any documents, certificates or other instruments that may be required to be filed by the Partnership under the laws of the State of Ohio, the State of Florida, or of any other state or jurisdiction in which the Partnership shall transact business or in which the General Partner shall deem it advisable to file;



(b) Any documents, certificates or other instruments, including, without limitation, any amendments to this Agreement or of the instruments described in subparagraph (a) above that may be required or deemed desirable by the General Partner to effectuate the provisions of any part of this Agreement and to do all other things necessary to continue the business of the Partnership, including, to the extent permitted by law, the power to ratify the execution and delivery of notes or instruments authorizing the confession of judgment against the Partnership; and

(c) All documents, certificates or other instruments that may be required to effectuate the continuation or dissolution of the Partnership in the event of the withdrawal, bankruptcy or insolvency or dissolution and termination of the General Partner.

The power of attorney granted hereby shall not constitute a waiver of, or be utilized to avoid, the rights of the Limited Partner to approve certain amendments to the Agreement, nor be utilized in any manner inconsistent with the status of the Partnership as a limited partnership or as an entity classified as a partnership for Federal income tax purposes.

#### Section 9.2 Survival of Power.

It is expressly intended by the Limited Partner that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the merger, consolidation, dissolution or other termination of existence of the Limited Partner to the fullest extent permitted by applicable law. The foregoing power of attorney shall survive the delivery of an assignment by the Limited Partner of the whole or any portion of its interest in the Partnership, except that where an assignee of any interest has become a Limited Partner, the foregoing power of attorney of the assignor Limited Partner shall survive the delivery of the assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any certificate or other instruments necessary to effectuate the substitution.

### ARTICLE X

#### AMENDMENTS

#### Section 10.1 Authority to Amend.

(a) This Agreement may be amended by the General Partner, without the consent or approval of the

Limited Partner, if (i) the amendment is solely for the purpose of clarification and does not change the substance hereof or is for the purpose of admitting additional or substituted Limited Partners or for the purpose of continuing the business of the Partnership following an event of dissolution; (ii) the amendment is, in the opinion of counsel to the General Partner, necessary or appropriate to satisfy requirements of the Code with respect to partnerships or of any federal or state securities laws or regulations; or (iii) the amendment is necessary, in the opinion of counsel to the Partnership, to implement or effectuate any provision of this Agreement.

(b) Except as amendments may be authorized pursuant to this Section, amendments to this Agreement shall be made only with the approval of the General Partner and the Limited Partner. The approval by the Limited Partner may be obtained by the written consent or approval, or the affirmative vote at a meeting, of the Limited Partner and, if the requisite consents or approvals are obtained as herein provided, the Limited Partner agrees to execute all documents and instruments necessary to implement such amendment so approved. No amendment, however, shall be made pursuant to any provision of this Article that would disqualify the Partnership as an entity classified as a partnership for federal income tax purposes.

## ARTICLE XI

### MISCELLANEOUS

#### Section 11.1 Governing Law.

This Agreement and the Partnership shall be governed by and construed in accordance with the laws of the State of Ohio.

#### Section 11.2 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

#### Section 11.3 Agreement for Further Execution.

At any time upon the request of the General Partner, the Partners agree to sign and acknowledge any certificate required by the Act, to sign and acknowledge

any amendment to or cancellation of that certificate whenever amendment or cancellation is required by law, to sign, acknowledge and swear to (if necessary) similar certificates or affidavits, certificates or reports of fictitious name, trade name or the like (and any amendments or cancellations thereof) required by the laws of Ohio, Florida, or any other jurisdiction in which the Partnership does, or proposes to do, business, and cause the filing of any of the same for record wherever filing shall be required by law, and to execute and deliver any further instruments the General Partner may reasonably request to carry out the intent and purposes of this Agreement.

Section 11.4 Reliance on Authority of General Partner.

No person dealing with the General Partner with respect to any property of the Partnership shall be obligated to see that there has been compliance with the terms of this Agreement, or be obligated to inquire into the necessity or expediency of any act or action of the General Partner, and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by or on behalf of the General Partner with respect to any property of the Partnership shall be conclusive evidence in favor of any person relying thereon or claiming thereunder that (i) at the time of the execution or delivery thereof, the Partnership was in full force and effect; (ii) the instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership and all of the Partners hereof; and (iii) the General Partner was duly authorized and empowered to execute and deliver any instrument or document on behalf of the Partnership.

Section 11.5 Entire Agreement.

This Agreement contains the entire understanding among the parties with the exception of any supplemental written agreements executed simultaneously herewith for purposes of clarification or otherwise, and supersedes any prior understanding and agreements between them respecting its subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein or in any supplemental written agreements.

Section 11.6 Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by,

all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Partnership does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or enforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

Section 11.7 Notices.

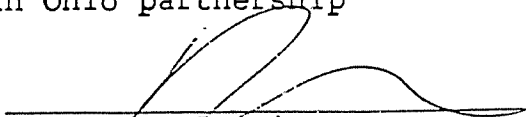
Notices to Partners or to the Partnership shall be deemed to have been given when mailed, by prepaid registered or certified mail, addressed as set forth in any notice of change of address previously given in writing to the addressor.

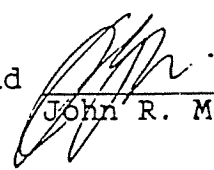
Section 11.8 Tax Matters Partner.

The General Partner is hereby designated as the "tax matters partner" as that term is defined in Section 6231(a)(7) of the Code.


IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

W & M PROPERTIES,  
an Ohio partnership

By   
Bert L. Wolstein, Partner

And   
John R. McGill, Partner

QUINN ASSOCIATES,  
a Massachusetts partnership

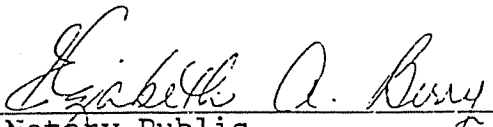
By   
Felix P. Quinn, Partner

And   
Leon D. Elliott, Partner

STATE OF OHIO            )  
                                  ) SS.  
COUNTY OF CUYAHOGA    )

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared the above-named W & M PROPERTIES, an Ohio general partnership, by Bert L. Wolstein and John R. McGill, its only partners, who being first duly sworn, acknowledged that they executed the within Agreement of Limited Partnership of Crystal River Limited Partnership for and on behalf of said general partnership and that the same is the free act and deed of said general partnership and their free act and deed both individually and as such partners.

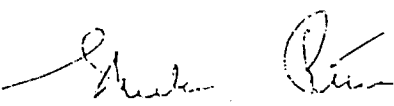
IN WITNESS WHEREOF, I have hereunto set my hand and seal this *30<sup>th</sup>* day of August 1985.

  
\_\_\_\_\_  
Notary Public  
ELIZABETH A. BERRY  
Notary Public, State of Ohio, Cuyahoga Cty.  
My Commission Expires Mar. 8, 1988

COMMONWEALTH OF MASSACHUSETTS    )  
  ) SS.  
COUNTY OF ESSEX                    )

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared the above-named QUINN ASSOCIATES, a Massachusetts general partnership, by Felix P. Quinn and Leon D. Elliott, its only partners, who being first duly sworn, acknowledged that they executed the within Agreement of Limited Partnership of Crystal River Limited Partnership for and on behalf of said general partnership and that the same is the free act and deed of said general partnership and their free act and deed both individually and as such partners.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this *31<sup>st</sup>* day of July 1985.

  
\_\_\_\_\_  
Notary Public

JAN 10  
1992

EXHIBIT A

State of Florida, Citrus County, to wit:

The SW 1/4 of NW 1/4 and the NW 1/4 of SW 1/4 of Section 34,  
TOWNSHIP 18 SOUTH, RANGE 17 EAST,  
LESS AND EXCEPT the right-of-way of State Road No. 55, also  
known as U. S. Highway 19;  
AND LESS AND EXCEPT, CRYSTAL PARK ACRES, according to the  
map or plat thereof recorded in Plat Book 2, page 126,  
public records of Citrus County, Florida;  
AND LESS AND EXCEPT lands described in Warranty Deed dated  
December 3, 1979, filed January 22, 1980, and recorded in  
Official Record Book 551, page 1041, public records of  
Citrus County, Florida.

AND

Lots 1 to 11, inclusive, and Lots 23 to 44, inclusive, of  
CRYSTAL PARK ACRES, according to the map or plat thereof  
recorded in Plat Book 2, page 126, public records of Citrus  
County, Florida.

AMENDMENT TO  
AGREEMENT OF LIMITED PARTNERSHIP  
AND  
AMENDED CERTIFICATE OF LIMITED PARTNERSHIP  
  
CRYSTAL RIVER LIMITED PARTNERSHIP

THIS AMENDMENT, made and entered into as of the 27th day of November, 1992, by and among W & M Properties, a general partnership organized and existing under the laws of the State of Ohio (the "General Partner"), as the General Partner of Crystal River Limited Partnership, a limited partnership organized and existing under the laws of the State of Ohio (the "Partnership"), Quinn Associates, a partnership organized and existing under the laws of the State of Massachusetts, as the limited partner of the Partnership ("Quinn Associates"), Felix P. Quinn, a partner of Quinn Associates ("Quinn"), Leon D. Elliott, a partner of Quinn Associates ("Elliott"; Quinn Associates and Elliott are sometimes referred to herein as a "Withdrawing Limited Partner", and collectively as the "Withdrawing Limited Partners") and Joseph S. Provanzano ("Provanzano"; Quinn and Provanzano are sometimes collectively referred to herein as the "New Limited Partners").

W I T N E S S E T H:

WHEREAS, in order to form the Partnership as a limited partnership under Chapter 1782 of the Ohio Revised Code (the "Act"), the Partnership filed the entire Agreement of Limited Partnership (the "Partnership Agreement"), as the certificate of limited partnership required pursuant to Section 1782.08(A) of the Act, with the Cuyahoga County Recorder on August 2, 1985 in Volume 49, Page 119 of Cuyahoga County, Ohio Records, as amended by the Amended Certificate of Limited Partnership dated as of May 1, 1985, filed with the Cuyahoga County Recorder on September 24, 1985 in Volume 50, Page 657 of Cuyahoga County, Ohio Records (the "Amended Certificate"); and

WHEREAS, effective November 27, 1992, Elliott withdrew from Quinn Associates as a partner of Quinn Associates, and as a consequence thereof, Elliott and Quinn each received a distribution of their partnership interests in Quinn Associates; and

WHEREAS, an asset of Quinn Associates was a fifty percent (50%) interest in the Partnership and Quinn Associates distributed to each of Elliott and Quinn a twenty-five percent (25%) limited partnership interest in the Partnership; and

WHEREAS, pursuant to an Order issued by the Justice of the United States Bankruptcy Court, sitting in Massachusetts, presiding over Case Number 91-13461-CJK, the twenty-five percent (25%) limited partnership interest of Elliott in the Partnership was sold to Provanzano; and

WHEREAS, the parties hereto desire to evidence the withdrawal of Quinn Associates and Elliott as limited partners of the Partnership and the admission of the New Limited Partners as the limited partners of the Partnership.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the General Partner, the General Partner, the Withdrawing Limited Partner and the New Limited Partners do hereby agree to amend the Partnership Agreement and the Amended Certificate, effective as of November 27, 1992, as follows:

1. Quinn Associates hereby withdraws from the Partnership as a limited partner of the Partnership.

2. Elliott hereby withdraws from the Partnership as a limited partner of the Partnership.

3. The New Limited Partners hereby agree to become limited partners of the Partnership and the General Partner hereby agrees to the admission of the New Limited Partners as limited partners of the Partnership, each to own, respectively, a twenty-five percent (25%) interest in the Partnership as limited partners, in substitution for the Withdrawing Limited Partner.

4. Section 4 of the Amended Certificate is hereby amended as follows:

"The name and business address of each Limited Partner are as follows:

Felix P. Quinn  
P. O. Box 3651  
Peabody, Massachusetts 01961-3651

Joseph S. Provanzano  
P. O. Box 4099  
Peabody, Massachusetts 01961-4099"

5. Section 13 of the Amended Certificate is hereby amended to read as follows:

"13. The share of the profits or other compensation by way of income which each Partner shall receive by reason of his contribution is as follows:

General Partner 50%

Limited Partners:

Felix P. Quinn 25%  
Joseph S. Provanzano 25%"



6. Excepted as hereinabove amended, all of the provisions of the Partnership Agreement and the Amended Certificate shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Agreement of Limited Partnership and Amended Certificate of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:

W & M PROPERTIES  
an Ohio general partnership

By: [Signature]  
John R. McGill, General Partner

WITNESSES:

[Signature]  
ELIZABETH A. BERRY (Print Name)

[Signature]  
PEGGY L. JENRICKS (Print Name)

NEW LIMITED PARTNERS:

[Signature]  
Rocco C. Semere (Print Name)

[Signature]  
Richard C. Alexander (Print Name)

[Signature]  
Rocco C. Semere (Print Name)

[Signature]  
Richard C. Alexander (Print Name)

[Signature]  
Felix P. Quinn

[Signature]  
Joseph S. Brovanzano

WITNESSES (as to both)

[Signature]  
Rocco C. Semere (Print Name)

[Signature]  
Cynthia K. [unclear] (Print Name)

WITHDRAWING LIMITED PARTNERS:

QUINN ASSOCIATES  
a Massachusetts partnership

By: [Signature]  
Felix P. Quinn, Partner

By: [Signature]  
Leon D. Elliott, Partner  
By Harold Murphy, Trustee

*[Handwritten initials]*

Cynthia L. Kozak  
(Print Name)  
Patricia A. Stone  
(Print Name)

Leon D. Elliott  
By Harold Murphy, Trustee

STATE OF OHIO )  
                  ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared W & M PROPERTIES, an Ohio general partnership, by its General Partner, JOHN R. MCGILL, who acknowledged that he did execute the foregoing instrument and that the same is his free act and deed and the free act and deed of said general partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Moreland Hills, Ohio this 3rd day of MARCH, 1993.

Elizabeth A. Berry  
Notary Public ELIZABETH A. BERRY  
Notary Public, State of Ohio, Cuya. Cty.  
My Commission Expires Mar. 8, 1993

STATE OF Massachusetts )  
                                  ) SS  
COUNTY OF Essex )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named FELIX P. QUINN, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bedford, MA this 21st day of January, 1993.  
(City) (State)

Rocco C. Serese  
Notary Public  
Rocco C. Serese  
My Commission Expires March 13, 1993

STATE OF Massachusetts )  
 ) SS  
COUNTY OF Essex )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named JOSEPH S. PROVANZANO, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Rehoboth, MA this 21<sup>st</sup> day of January, 1993.  
(City) (State)

Rocco C. Serese  
Notary Public  
Rocco C. Serese  
My Commission Expires March 12, 1993

STATE OF Massachusetts )  
 ) SS:  
COUNTY OF Essex )

BEFORE ME, a Notary Public in and for said County and State, personally appeared QUINN ASSOCIATES, a Massachusetts partnership, by its Partners, FELIX P. QUINN and ~~LEON D. ELLIOTT~~, who acknowledged that they did execute the foregoing instrument and that the same is their free act and deed and the free act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Rehoboth, MA this 21<sup>st</sup> day of January, 1993.  
(City) (State)

Rocco C. Serese  
Notary Public  
Rocco C. Serese  
My Commission Expires March 12, 1993

THIS INSTRUMENT PREPARED BY:

Joan Allgood, Esq.  
Allgood & Cyncynatus  
34555 Chagrin Boulevard  
Moreland Hills, Ohio 44022  
Telephone: (216) 247-4700

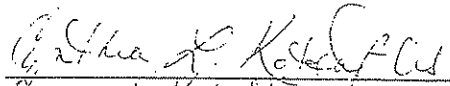
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*[Handwritten initials]*

STATE OF MASSACHUSETTS )  
 ) SS:  
COUNTY OF SUFFOLK )

BEFORE ME, a Notary Public in and for said County and State, personally appeared QUINN ASSOCIATES, a Massachusetts partnership, by HAROLD MURPHY, Trustee for LEON D. ELLIOTT, a Partner, who acknowledged that he did execute the foregoing instrument and that the same is his free act and deed.

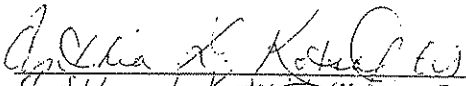
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Boston, Massachusetts this 26 day of February, 1993.

  
Cynthia L. Katsaris Notary Public  
My Commission Expires: April 12, 1996

STATE OF MASSACHUSETTS )  
 ) SS  
COUNTY OF SUFFOLK )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named HAROLD MURPHY, Trustee for LEON D. ELLIOTT, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boston, Massachusetts this 26 day of February, 1993.

  
Cynthia L. Katsaris Notary Public  
My Commission Expires: April 12, 1996

SECOND AMENDMENT TO  
AGREEMENT OF LIMITED PARTNERSHIP  
AND  
AMENDMENT TO AMENDED CERTIFICATE OF LIMITED PARTNERSHIP  
CRYSTAL RIVER LIMITED PARTNERSHIP

THIS AMENDMENT, made and entered into as of the 17<sup>th</sup> day of MAY, 1993, by and among W & M Properties, a general partnership organized and existing under the laws of the State of Ohio (the "General Partner"), as the General Partner of Crystal River Limited Partnership, a limited partnership organized and existing under the laws of the State of Ohio (the "Partnership"), Felix P. Quinn, as a limited partner of the Partnership ("Quinn"), Joseph S. Provanzano, as a limited partner of the Partnership ("Provanzano"; Quinn and Provanzano are sometimes collectively referred to herein as the "Limited Partners"), and The Liberty Realty Trust (the "Trust").

WITNESSETH:

WHEREAS, in order to form the Partnership as a limited partnership under Chapter 1782 of the Ohio Revised Code (the "Act"), the Partnership filed the entire Agreement of Limited Partnership (the "Partnership Agreement"), as the certificate of limited partnership required pursuant to Section 7182.08(A) of the Act, with the Cuyahoga County Recorder on August 2, 1985 in Volume 49, Page 119 of Cuyahoga County, Ohio Records, as amended by the Amended Certificate of Limited Partnership dated as of May 1, 1985, filed with the Cuyahoga County Recorder on September 24, 1985 in Volume 50, Page 657 of Cuyahoga County, Ohio Records, as further amended by the Amendment to Agreement of Limited Partnership and Amended Certificate of Limited Partnership dated as of November 27, 1992, filed with the Cuyahoga County Recorder on MARCH 23, 1993 in Volume 122, Page 79 of Cuyahoga County, Ohio Records (the "Amended Certificate"); and

WHEREAS, effective MAY 17, 1993, Quinn transferred to the Trust fifty percent (50%) of Quinn's twenty-five percent (25%) limited partnership interest in the Partnership (the "Transfer"); and

WHEREAS, the parties hereto desire to evidence the Transfer and the admission of the Trust as a limited partner of the Partnership.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the General Partner, the Limited Partners and the Trust do hereby agree to amend the Partnership Agreement and the Amended Certificate, effective as of MAY 17, 1993, as follows:

1. Quinn hereby transfers to the Trust fifty percent (50%) of Quinn's twenty-five percent (25%) limited partnership interest in the Partnership.
2. The Trust hereby agrees to become a limited partner of the Partnership and the General Partner hereby agrees to the admission of the Trust as a limited partner of the Partnership.
3. Section 4 of the Amended Certificate is hereby amended as follows:

"The name and business address of each Limited Partner are as follows:

Felix P. Quinn  
P. O. Box 3651  
Peabody, Massachusetts 01961-3651

Joseph S. Provanzano  
P. O. Box 4099  
Peabody, Massachusetts 01961-4099

The Liberty Realty Trust  
c/o Joseph S. Provanzano, Trustee  
16 Bourbon Street  
Peabody, Massachusetts 01960"

4. Section 13 of the Amended Certificate is hereby amended to read as follows:

"13. The share of the profits or other compensation by way of income which each Partner shall receive by reason of his contribution is as follows:

General Partner	50.0%
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Limited Partners:

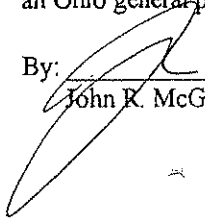
Felix P. Quinn	12.5%
The Liberty Realty Trust	12.5%
Joseph S. Provanzano	25.0%"

5. Except as hereinabove amended, all of the provisions of the Partnership Agreement and the Amended Certificate shall remain in full force and effect.


IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Agreement of Limited Partnership and Amendment to Amended Certificate of Limited Partnership as of the day and year first above written.

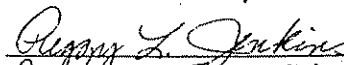
GENERAL PARTNER:

W & M PROPERTIES  
an Ohio general partnership

By:   
John K. McGill, General Partner


WITNESSES:

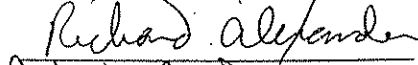
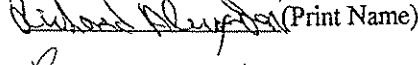
  
ELIZABETH H. BERRY (Print Name)

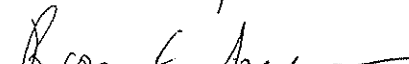
  
Peggy L. Jenkins (Print Name)



LIMITED PARTNERS:

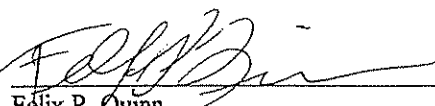
WITNESSES:

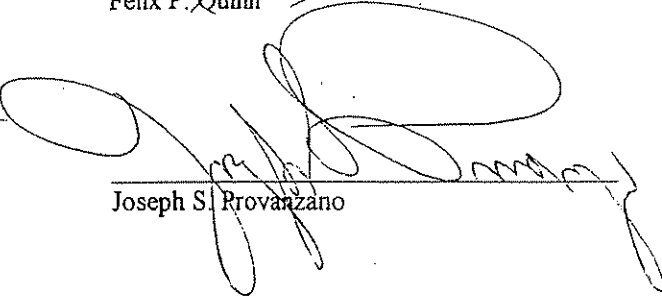
  
Robert C. Smith (Print Name)

  
Richard Alexander  
  
Richard Alexander (Print Name)

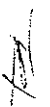
  
Robert C. Smith (Print Name)

  
Richard Alexander  
  
Richard Alexander (Print Name)

  
Felix P. Quinn

  
Joseph S. Provanzano





WITNESSES:

[Signature]  
\_\_\_\_\_  
(Print Name)  
Richard Alexander  
\_\_\_\_\_  
(Print Name)

THE TRUST:

THE LIBERTY REALTY TRUST

[Signature]  
By: \_\_\_\_\_  
Joseph S. Provanzano, Trustee

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared W & M PROPERTIES, an Ohio general partnership, by its General Partner, JOHN R. MCGILL, who acknowledged that he did execute the foregoing instrument and that the same is his free act and deed and the free act and deed of said general partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Moreland Hills, Ohio this 24~~th~~ day of May, 1993.

Elizabeth A. Berry  
\_\_\_\_\_  
Notary Public  
ELIZABETH A. BERRY  
Notary Public, State of Ohio, Cuya. Cty.  
My Commission Expires Mar. 8, 1998

[Handwritten mark]

[Handwritten mark]







**THIRD AMENDMENT TO  
AGREEMENT OF LIMITED PARTNERSHIP  
CRYSTAL RIVER LIMITED PARTNERSHIP**

THIS THIRD AMENDMENT (this "Amendment"), dated as of January 1, 2001, is entered into by and among W&M PROPERTIES (the "General Partner"), an Ohio general partnership, as the General Partner of CRYSTAL RIVER LIMITED PARTNERSHIP (the "Partnership"); FELIX P. QUINN, JOSEPH S. PROVANZANO and THE LIBERTY BELL REALTY TRUST (collectively, the "Limited Partners"), as Limited Partners; and BIW PROPERTIES, LLC ("BIW Properties"), an Ohio limited liability company.

**Recitals:**

- A. The General Partner and the Limited Partners formed a limited partnership and entered into the Crystal River Limited Partnership Agreement of Limited Partnership as of May 1, 1985 (as may be amended from time to time the "Agreement"), which sets forth the terms and conditions upon which the General Partner and the Limited Partners intended to be bound.
- B. The Partnership filed the entire Agreement of Limited Partnership as the certificate of limited partnership with the County Recorder of Cuyahoga County, Ohio on August 2, 1985 in Volume 49, Page 119, as amended by the Amended Certificate of Limited Partnership dated as of May 1, 1985, filed with the County Recorder of Cuyahoga County, Ohio on September 24, 1985 in Volume 50, Page 657, as further amended by the Amendment to Agreement of Limited Partnership and Amended Certificate of Limited Partnership dated as of November 27, 1992 filed with the County Recorder of Cuyahoga County on March 23, 1993 in Volume 122, Page 79 and amended again by the Second Amendment to Agreement of Limited Partnership and Amendment to Amended Certificate of Limited Partnership dated as of May 17, 1993 of Cuyahoga County, Ohio Records.
- C. Pursuant to an agreement among W&M Properties, John R. McGill and Bert L. Wolstein dated January 1, 2001 and the Assignment of Partnership Interest signed by W&M Properties on August 8, 2001, W&M Properties assigned its interest in the Partnership to BIW Properties.
- D. The parties desire to amend the Agreement to acknowledge and approve the assignment of the interest of W&M Properties in the Partnership to BIW Properties and to admit BIW Properties to the Partnership as a General Partner.

**Agreement:**

In consideration of the above and the mutual covenants and agreements contained herein and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section I - Amendment to Agreement**

(A) BIW Properties agrees to be bound by all the terms and provisions of the Agreement as amended from time to time, and assume all liabilities of W&M Properties pertaining to the Partnership.

(B) Notwithstanding other provisions of the Agreement, the Partnership and each Partner grants W&M Properties the right to transfer and assign the rights, title and interest of W&M

Properties as a General Partner in the Partnership to BIW Properties and waives all violations of the Agreement relating to such transfer.

(C) Upon the effective date of this Amendment, the Partnership admits BIW Properties to the Partnership as a General Partner.

(D) From and after the effective date of this Amendment, the interests of the General Partner and the Limited Partners in the net profit and loss, cash flow and proceeds of the Partnership shall be as follows:

<u>Name</u>	<u>Percentage Interest</u>
GENERAL PARTNER: BIW Properties 3455 Chagrin Boulevard Moreland Hills, Ohio 44022	50.0%
LIMITED PARTNERS: Felix P. Quinn	12.5%
The Liberty Realty Trust	12.5%
Joseph S. Provanzano	<u>25.0%</u>
	100%

The Agreement including, without limitation, Sections 2.1 and 3.1, is hereby amended to appropriately reflect the assignment of the interests of W&M Properties in the Partnership to BIW Properties and admission of BIW Properties to the Partnership.

#### Section II - Miscellaneous

(A) This Amendment shall be construed in accordance with and governed by the laws of the State of Ohio, without reference to principles of conflict of laws.

(B) Except as expressly amended hereby, the Agreement shall be and remain in full force and effect without further change or modification in any respect.

(C) This instrument may be signed in multiple counterparts, all of which shall constitute one and the same agreement, and the signature page of any counterpart may be removed from, and appended to, any other counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written.

**SUBSTITUTE GENERAL PARTNER:**

Signed and acknowledged  
in the presence of:

**BIW PROPERTIES, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By:  \_\_\_\_\_

Bert L. Wolstein, Trustee Under  
Declaration of Trust dated 10/26/95

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: Manager

**TRANSFERRING GENERAL PARTNER:**

**W&M PROPERTIES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By:  \_\_\_\_\_

Bert L. Wolstein

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: General Partner

**LIMITED PARTNERS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Felix P. Quinn

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Joseph S. Provenzano

\_\_\_\_\_  
Print Name: \_\_\_\_\_

The Liberty Realty Trust

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Joseph S. Provenzano, Trustee

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Bert L. Wolstein, Trustee Under Declaration of Trust dated 10/26/95, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Bert L. Wolstein, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_







# 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

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

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

Insertion Order: 0010FB1  
Legal number: 2136-0726 MCRN City of  
Crystal River: Public Hearing Ordinances  
#21-O-09 & 10; 8/5, 8/23 & 9/13/21

Display Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of  
**Date(s) of publication:**  
July 26, 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

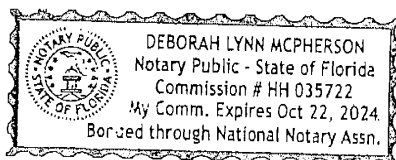
This 26<sup>th</sup> day of July 2021

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

Who appeared by (  ) means of physical presence or ( )  
via online notarization.

*Deborah L. McPherson*

Notary Public

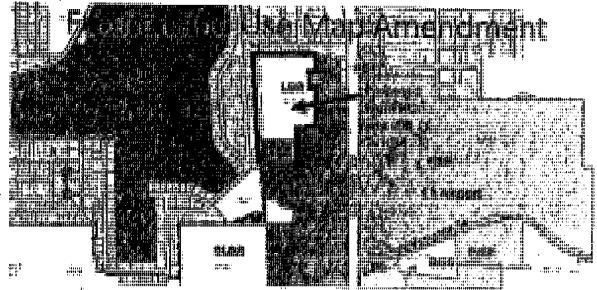


2136-0726 MCRN

## NOTICE OF PUBLIC HEARING

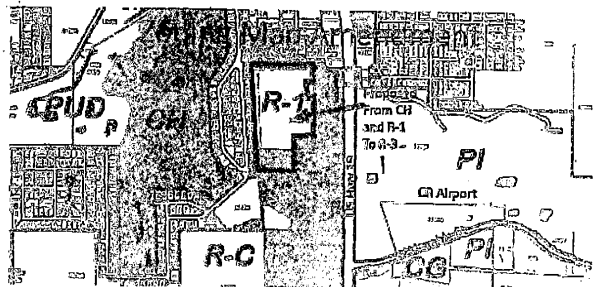
**PUBLIC NOTICE IS HEREBY GIVEN** that the City of Crystal River Planning Commission and Crystal River City Council will hold Public Hearings pursuant to Section 166, Florida Statutes, to consider a proposed Small-Scale Amendment to the City of Crystal River Comprehensive Plan and proposed Amendment to the Official Zoning Map of the City of Crystal River, Florida as follows:

**ORDINANCE 21-O-09: AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, RECLASSIFYING 32 ACRES (MOL) OF PROPERTY ADDRESSED AS 8800 W PURE LN, CRYSTAL RIVER, OWNED BY CRYSTAL RIVER LTD PARTNERSHIP, ALSO IDENTIFIED AS A PART OF PARCEL ID 17E18S34 34000 (AK 3521123) IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER, FROM HIGHWAY COMMERCIAL (HC) AND LOW DENSITY RESIDENTIAL (LDR) TO HIGH DENSITY RESIDENTIAL (HDR); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**



AND

**ORDINANCE 21-O-10: AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, REZONING 32 ACRES (MOL) OF PROPERTY ADDRESSED AS 8800 W PURE LN, CRYSTAL RIVER, OWNED BY CRYSTAL RIVER LTD PARTNERSHIP, ALSO IDENTIFIED AS A PART OF PARCEL ID 17E18S34 34000 (AK 3521123) IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER, FROM HIGH INTENSITY COMMERCIAL (CH) AND LOW DENSITY RESIDENTIAL (R-1) TO HIGH DENSITY RESIDENTIAL (R-3); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**



Public Hearings for this Small-Scale Comprehensive Plan Amendment and Amendment to the Zoning Map will be held on the following dates:

Planning Commission  
Thursday, August 5, 2021, at 5:30 PM

**City Council**

**First Reading -**

**Monday, August 23, 2021, at 5:30 PM**

**Second Reading -**

**Monday, September 13, 2021, at 5:30 PM**

The meetings will be held in the City Council Chambers, City Hall, 123 NW Highway 19, Crystal River, FL 34428.

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 NW U. S. Highway 19, Crystal River, FL 34428, (352) 795-4216, at least two (2) days prior to the meeting.

All interested persons who wish to be heard on this matter, take due notice of the time and place of the Public Hearings. Information on the proposed map amendments is available for public inspection in the office of the City Clerk, City Hall, 123 NW Highway 19, Crystal River, FL 34428.

CC-0010781



# CITY OF CRYSTAL RIVER PLANNING COMMISSION

## STAFF REPORT

Planning and Community Development Services Department

<b>MEETING DATE:</b>	August 5, 2021																																																												
<b>APPLICANT:</b>	City of Crystal River																																																												
<b>PROPOSED ZONING TEXT AMENDMENTS:</b>	<ol style="list-style-type: none"> <li>Text Amendment to <b>Section 1.07.00. Acronyms and Definitions</b> of the Land Development Code describing each of the three classes of mobile vendor associated with Roadside Vending.</li> <li>Text Amendment to <b>Table 2.03.03 Accessory Structures</b> of the Land Development Code establishing the three classes of mobile vendor and deciphering which of these will be permitted in two different zoning districts.</li> </ol>																																																												
	<table border="1"> <thead> <tr> <th>Zoning Districts</th> <th>RC</th> <th>RW</th> <th>R1</th> <th>R2</th> <th>R3</th> <th>NBR</th> <th>CW</th> <th>CG</th> <th>CH</th> <th>IND</th> <th>CON</th> <th>PI</th> <th>PUD</th> <th>MXD</th> </tr> </thead> <tbody> <tr> <td><b>A = Permitted accessory structure</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Roadside Vending Class I, II, &amp; III</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>A</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Roadside Vending Class II (CRA Only)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>A</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Zoning Districts	RC	RW	R1	R2	R3	NBR	CW	CG	CH	IND	CON	PI	PUD	MXD	<b>A = Permitted accessory structure</b>															Roadside Vending Class I, II, & III									A						Roadside Vending Class II (CRA Only)								A						
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	<ol style="list-style-type: none"> <li>Text Amendment to <b>Section 4.02.07</b> of the Land Development Code to allow:               <ol style="list-style-type: none"> <li>Class I Mobile Kitchens; Class II Pushcarts &amp; Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, &amp; Tents as permitted uses in the High Intensity Commercial (CH) zoning district; and</li> <li>Class II Pushcarts and Non-mobile Food Carts as a permitted use in the General Commercial (CG) zoning district of the Community Redevelopment District (CRA).</li> </ol> </li> </ol>																																																												
<b>PROJECT MANAGER:</b>	Brian Herrmann, <i>CNU-A, LEED AP</i> Director of Planning and Development Services																																																												

### **BACKGROUND INFORMATION:**

In order to support local entrepreneurship, innovation, and tastes, the City of Crystal River permits food trucks, food carts, and non-food related sales on a temporary basis in very specific areas of the community. In fact, such uses are generally limited to a 200 square foot area within the parking lot of an occupied building that is open to the public, in possession of an active business license, and willing to allow the vendor to locate on their property. With the exception of seasonal sales (Christmas trees, Fireworks) the unit must be removed at the end of the day, may not hook up to water or sewer service, and may only have limited signage.

**ANALYSIS:**

These standards are quite restrictive, as mobile vendors must receive the permission of an existing “brick and mortar” operation if they wish to open. However, this requirement does help to ensure that there is a relationship between the permanent businesses in the City and those that are deemed to be accessory uses, or “mobile” vendors.

While technically, three classes of mobile vendors are permitted to operate in the City, the current code fails to differentiate them. This creates a problem as the industry that comprises businesses that are engaged in providing these types of services are approved by various departments within the state. Because they are not necessarily the same, it is appropriate to classify each use in the City’s code as the State of Florida does. The following would do this:

- a. **Class I – Mobile Kitchens:** These “food trucks” and trailers are driven or towed and designed to serve food that is cooked or prepared from the interior of the unit. They are reviewed / approved by the Florida Department of Business and Professional Regulation (FDBPR).
- b. **Class II – Pushcarts and Non-mobile Food Carts:** These non–motorized carts may not be driven and may only vend food that requires very little preparation, such as pre-cooked or pre-packaged sales. They are reviewed / approved by the Florida Department of Agriculture and Consumer Services (FDACS).
- c. **Class III – Non-food Kiosks, Booths, & Tents:** The sales at these facilities range from overnight items such as soap, chimes, and flowers to strictly seasonal objects such as fireworks and Christmas trees.

While all three classes of mobile vendor are currently allowed within the City, they are limited to the High Intensity Commercial (CH) zoning district. This district is primarily located along State Highway 19 and State Highway 44. As a result, much of the City’s “walkable downtown” is void of these uses.

Food trucks do provide some very compelling reasons for additional promotion. These include: “greater food options”, “new cuisines or a new spin on old favorites”, “convenience”, “an opportunity to meet new people”, and “face to face contact with the chef”. However, the fact is food trucks tend to have lower startup and overhead costs than traditional sit-down restaurants. The argument is often made that this creates an unfair advantage that works against the City’s “brick and mortar” dining locations. After all, the owners and operators of these sites have literally invested in property in the City. Therefore, the City must be extremely careful not to do anything that might put their permanent dining establishments at a disadvantage.

**STAFF CONSIDERATIONS:**

The City’s “all or nothing” approach to downtown food vending creates a void that may not always be in the best interest of the community. For example, Class II – Pushcarts and Non-mobile Food Carts are a type of non–motorized food wagon that may not be driven and may only vend pre-cooked or pre-packaged foods. This type of item, whether it is a snow cone, popcorn, pretzel, cotton candy, candy apple, or simply a bag of potato chips or soda is not going to inhibit those looking to dine out in a downtown restaurant. Rather, studies have shown that

this particular use often provides a “quick snack” that actually helps to pull patrons away from the water and into the heart of downtown, including the City’s full-time dining establishments.

As a result, this proposal attempts to acknowledge those aspects of the current standards that are just fine, while also promoting changes that will encourage local entrepreneurship and innovation without interrupting or negatively impacting the City’s downtown restaurants.

**TEXT AMENDMENT #1**

**1.07.00. – Acronyms and Definitions.**

B. *List of defined terms.* Words and phrases shall be construed according to the common and approved usage of the language. Words with specific meaning in this LDC are defined below.

*Mean high water line:* ...

Mobile Kitchen: Class I full-service Mobile Kitchens consist of a wheeled vehicle that is readily moveable and designed for the service of food from the interior of the unit. Mobile Kitchens are regulated by the Florida Department of Business and Professional Regulation (FDBPR). In addition to the vending of products allowed for Class II and Class III mobile dispensaries, these vehicles may cook, prepare, and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle’s location by social media or other forms of advertising. Mobile Kitchens require the use of a commercial commissary kitchen for servicing, restocking, and maintenance each operating day.



*Mooring facilities:* ...

*Nonconforming development:* ...

Non-food Kiosks, Booths, & Tents: These class III vendors utilize non-mobile booths, kiosks, or tents to vend items such as fireworks, Christmas trees, soap, chimes, flowers, etc.



*Principal use or structure:* ...

Pushcarts & Non-mobile Food Carts: These class II non-motorized retail food establishments are defined and regulated by the Florida Department of Agriculture and Consumer Services (FDACS). Motor vehicles that can be driven shall not be permitted in this classification; however, those that are towed to the site may be included. This establishment vends food that requires very little preparation, such as fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods such as cookies, potato chips, sandwiches, ice cream and ice cream sandwiches, frozen yogurt bars), fresh squeezed juices, popcorn, shaved ice, cotton candy, churros, pretzels, candy apples, etc; as well as fish products (without processing) and pre-packaged beverages and drinks. No preparation or assembly of foods or beverages may take place on or in the cart; however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. Pushcarts and Non-fixed structures require the use of a commissary.



*Resort housing units:* ...

**TEXT AMENDMENT #2**

**Table 2.03.03. Accessory Structures**

Zoning Districts	RC	RW	R1	R2	R3	NBR	CW	CG	CH	IND	CON	PI	PUD	MXD
A = Permitted accessory structure														
Fences, Hedges, and Walls	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Roadside Vending <a href="#">Class I, II, &amp; III</a>									A					
<a href="#">Roadside Vending Class II (CRA Only)</a>								A						
Support Facilities for lodging residential, such as newsstands, laundry centers, or recreation facility			A	A	A		A	A	A				A	

**TEXT AMENDMENT #3**

**4.02.07. – Design standards for roadside vending in **Commercial Highway (CH) City** zoning districts.**

**4.02.07.1. – Purpose.**

- A. Mobile vending units have existed in various forms over several centuries, often distinguished by both their physical characteristics and their operational requirements. The purpose of this section is to:
  1. recognize this specialized market segment;
  2. classify the permitted types of uses; and
  3. establish appropriate provisions for the typical range of activities associated with this use while mitigating any undesirable impacts.

**B. Reserved.**

**4.02.07.2. – Definitions.**

**A. Mobile kitchens, Pushcarts & Non-mobile Food Carts, and Kiosks, Booths, & Tents.**

These methods of vending address products that include food, beverages, seasonal products and similar items and are classified as one of the following:

**1. Class I - Mobile Kitchens.**

Full-service Mobile Kitchens consist of a wheeled vehicle that is readily moveable and designed for the service of food from the interior of the unit. Mobile Kitchens are regulated by the Florida Department of Business and Professional Regulation (FDBPR). In addition to the vending of products allowed for Class II and Class III mobile dispensaries, these vehicles may cook, prepare, and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle’s location by social media or other forms of advertising. Mobile Kitchens require the use of a commercial commissary kitchen for servicing, restocking, and maintenance each operating day.



**2. Class II – Pushcarts & Non-mobile Food Carts.**

These non-motorized retail food establishments are defined and regulated by the Florida Department of Agriculture and Consumer Services (FDACS). Motor vehicles that can be driven shall not be permitted in this classification; however, those that are towed to the site may be included. This establishment vends food that requires very little preparation, such as fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods (cookies, potato chips, sandwiches, ice cream and ice cream sandwiches, frozen yogurt bars), fresh squeezed juices, popcorn, shaved ice, cotton candy,



churros, pretzels, candy apples, etc; as well as fish products (without processing) and pre-packaged beverages and drinks. No preparation or assembly of foods or beverages may take place on or in the cart; however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. Pushcarts and Non-fixed structures require the use of a commissary.

3. Class III – Non–food Kiosks, Booths, & Tents.

These vendors utilize non-mobile booths, kiosks, or tents to vend items such as fireworks, Christmas trees, soap, chimes, flowers, etc.



B. Reserved.

4.02.07.3 – General to all.

A. Zoning standards.

The following uses shall only be permitted in these zoning districts:

**PERMITTED USE**

**PERMITTED ZONING DISTRICT**

1. Class I – Mobile Kitchens

Class II – Pushcarts & Non-mobile Food Carts  
Class III – Non-food Kiosks, Booths, and Tents

(CH) High Intensity Commercial.

2. Class II – Pushcarts & Non-mobile Food Carts

(CG) General Commercial within the Community Redevelopment Area (CRA).

B. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending:

1. shall only be permitted to locate and sell from the parking area of a site that is fully developed with a principal use, open to the public, and contains sufficient parking as conveyed in the City of Crystal River Land Development Code.
2. shall be limited to a maximum of two hundred (200) square feet, shall not block more than three (3) parking spaces, and shall comply with all visibility requirements for intersections.
3. shall not be located within any no-parking area, loading zone, or public right-of-way.
4. shall not obstruct pedestrian or vehicular traffic.
5. shall be self-contained. No permanent structure shall be erected and all items associated with the establishment shall be removed at the end of each day. There shall be no water or sewer service provided to the establishment.
6. shall not be unattended for more than thirty (30) minutes.

C. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending shall submit an application for approval under the terms of a minor development permit with the following information:

1. A statement of express written approval for the proposed activity from the property owner.
2. A site plan showing the design and general location of the temporary structure, as well as all proposed signage.
3. A statement of the proposed use that complies with the City's Land Development Code.
4. A current business tax receipt from the City of Crystal River.
5. A copy of appropriate State and County Health Department licenses.

D. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending shall:

1. Display the appropriate Business Tax Receipt, Insurance statements, and State or County Health Permits or Licenses.
  2. Utilize a commissary if required.
- E. It is a violation to vend any product from a mobile food dispensing vehicle, cart, booth, or kiosk that is located at a location that fails to comply with the requirements of this section. This section excludes a contractual or other private arrangement between a roadside vendor and an individual or group that wishes to have food catered to a specific location and which is not open to the public.
- F. In order to protect the health, safety, and welfare of the general public, or to obtain compliance with local, State or Federal laws, special conditions and restrictions may be added to the permit which shall be binding upon the applicant, to any permit or other form of approval that may be issued.
- G. Expiration.  
A Roadside Vending permit shall expire on September 30<sup>th</sup> of each year but may be renewed on an annual basis.
- H. Suspension and Revocation.  
A permit issued under this section may be suspended or revoked by the City if any required business or health permit or license for the roadside vending market has expired or been suspended, revoked or canceled. In addition, a permit may be immediately revoked if the applicant violates any of the requirements of this ordinance.
- I. Signage.
1. Mobile Kitchens may be painted in such a manner as to convey the name of the business or truck.
  2. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents may have one sidewalk sandwich sign (A Frame) not to exceed 6 SF. (width = 24", height = 36"). The sign shall be located adjacent to the sales area.
  3. Class III Non-food Kiosks, Booths, and Tents selling fireworks, Christmas trees, soap, chimes, flowers, etc. may have one (1) wall sign or one temporary banner located on the front side of the structure (facing the street). If the booth is located on a corner lot then it may have two signs (facing each street). These signs shall not exceed 12 SF. in size.
  4. Signage cannot be placed in the right-of-way or block visibility.
  5. A dimensioned drawing of all signage shall be submitted to the Planning and Development Services Department for review and must be approved by the Director.

#### ~~4.02.07 Design standards for roadside vending in High Intensity Commercial (CH) zoning districts.~~

##### ~~A. Temporary accessory structures, vehicles or trailers associated with roadside vending:~~

- ~~1. Can only be permitted on a site which is fully developed per the City of Crystal River Land Development Code, open to the public and holds an active business license for a permanent business located on the property in question. Sufficient customer parking must be provided on an improved surface.~~

~~Temporary accessory structures, vehicles or trailers associated with roadside vending is limited to a maximum of two hundred (200) square feet, may not block the use of more than two (2) parking spaces of any approved principal use and shall comply with the visibility at intersection requirements of this chapter.~~

- ~~2. Cannot be located within approved setbacks or right-of-ways. Stopping and parking a vehicle in the right-of-way to make purchases is prohibited.~~



- ~~3. Must be self-contained, no permanent structure shall be erected and all items associated with the roadside vending market shall be removed at the end of each day. There shall be no water or sewer service to a roadside vending market.~~
- ~~4. Shall not leave the structure unattended for more than thirty (30) minutes.~~
- ~~5. May not obstruct vehicular or pedestrian traffic or enter upon any no-parking area or loading zone.~~
- ~~6. Shall not display any signs or flags which are not in compliance with the city's sign or flag ordinance.~~
- ~~7. Must submit an application for approval under the terms of a minor development permit with the following information:
  - ~~a. Applicant must submit a statement of express written approval for the proposed activity from the property owner.~~
  - ~~b. Applicant must submit a site plan showing the location of the temporary accessory structure, including all proposed signage.~~
  - ~~c. Applicant must include a statement of proposed use that complies with the city's land development code.~~
  - ~~d. Applicant must have a current business license with the City of Crystal River.~~
  - ~~e. Copy of the state or county health department license.~~~~

#### ~~B. Procedure.~~

- ~~1. In order to protect the health, safety, and welfare of the general public, or to obtain compliance with local, state or federal laws, special conditions and restrictions may be added to the permit which shall be binding upon the applicant, to any permit or other form of approval that may be issued.~~
- ~~2. Expiration. A roadside vending permit shall expire on September 30 of each year but may be renewed on an annual basis.~~
- ~~3. Suspension and revocation. A permit issued under this section may be suspended or revoked by the city if any required business or health permit or license for the roadside vending market has expired or been suspended, revoked or canceled. In addition, a permit may be immediately revoked if the applicant violates any of the requirements of this ordinance.~~
- ~~4. Record keeping. Each roadside vending market operating within the city shall display the appropriate business tax receipt and state or county health permits or licenses.~~

#### ~~C. Signage~~

- ~~1. Temporary signage. One (1) temporary sign per site shall be allowed. A dimensioned drawing of the signage shall be submitted for approval along with the roadside vending permit application. Such sign shall have a maximum height of eight (8) feet and a maximum area of twelve (12) square feet. Signage cannot be placed in the right-of-way or block visibility.~~

While all three classes of mobile vendor are currently allowed within the City, they are limited to the High Intensity Commercial (CH) zoning district. This district is primarily located along State Highway 19 and State Highway 44. As a result, much of the City's "walkable downtown" is void of these uses.

While it makes sense to limit full size Class I – Mobile Kitchens from potential competition with our downtown restaurants, this "all or nothing" approach to food vending creates a void in our walkable downtown that may not be in the best interest of the community. Specifically, Class II – Pushcarts and Non-mobile Food Carts are a type of non-motorized "food wagon" that may not be driven and may only vend pre-cooked or pre-packaged foods. This type of item does not impact or inhibit those who are looking to dine out in a downtown restaurant. Rather, studies have shown that this particular use simply provides a "quick snack" to patrons –many of whom

are participating in waterfront activities– who will then continue into the heart of our City to dine at one of our full-time restaurants.

Therefore, in addition to updating the standards to ensure that the City continues to meet state regulations regarding mobile vending, the City has added a provision that will allow Class II – Pushcarts and Non-mobile Food Carts within the General Commercial (CG) zoning district of the downtown Community Redevelopment Area (CRA). Class I Kitchens and Class III Non-food Kiosks, Booths, and Tents shall continue to be prohibited in this district – as has always been the case.

**PLANNING COMMISSION ACTION:**

As conveyed in Subsection (B.) of 8.02.03. (Roles and responsibilities), “the Planning Commission shall hear, consider, and make recommendations to the City Council regarding applications to amend the text of the LDC.”

Additionally, Subsection (C.) (#4) of 10.03.04. (Procedures for action by the Planning Commission) states that “the Planning Commission shall recommend to the City Council that the application be **approved**, **approved with conditions** (changes), or **denied**. The recommendation shall be in writing and shall include findings to support the recommendation.”

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposal to allow:

**Class I Mobile Kitchens, Class II Pushcarts and Non-mobile Food Carts, and Class III Non–food Kiosks, Booths, and Tents** as permitted Accessory Uses within the High Intensity Commercial (CH) zoning district; and

**Class II Pushcarts and Non-mobile Food Carts** as permitted Accessory Uses within the General Commercial (CG) zoning district of the Community Redevelopment Area (CRA).

.....with the Planning Commission’s input and final determination. In addition, please see Staff’s PowerPoint presentation.

These are examples of **Class II Pushcarts and Non-mobile Food Carts** that would be permitted in the General Commercial (CG) district of the Community Redevelopment Area





## LAND DEVELOPMENT CODE AMENDMENT ROADSIDE VENDING

4.02.07. – Design standards for roadside vending in **Commercial Highway (CH) City** zoning districts.

These uses are no longer limited to the High Intensity Commercial (CH) zoning district ONLY

4.02.07.1. – Purpose.

- A. Mobile vending units have existed in various forms over several centuries, often distinguished by both their physical characteristics and their operational requirements. The purpose of this section is to:
  1. recognize this specialized market segment;
  2. classify the permitted types of uses; and
  3. establish appropriate provisions for the typical range of activities associated with this use while mitigating any undesirable impacts.

ADDING a “PURPOSE” section to the Standards

A. Reserved.

4.02.07.2. – Definitions.

ADDING a “DEFINITIONS” section to the Standards

- A. Mobile kitchens, Pushcarts & Non-mobile Food Carts, and Kiosks, Booths, & Tents.  
These methods of vending address products that include food, beverages, seasonal products and similar items and are classified as one of the following:

Establishing THREE TYPES (with definitions) of Mobile Kitchen

1. Class I - Mobile Kitchens.

Full-service Mobile Kitchens consist of a wheeled vehicle that is readily moveable and designed for the service of food from the interior of the unit. Mobile Kitchens are regulated by the Florida Department of Business and Professional Regulation (FDBPR). In addition to the vending of products allowed for Class II and Class III mobile dispensaries, these vehicles may cook, prepare, and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle’s location by social media or other forms of advertising. Mobile Kitchens require the use of a commercial commissary kitchen for servicing, restocking, and maintenance each operating day.



2. Class II – Pushcarts & Non-mobile Food Carts.

These non-motorized retail food establishments are defined and regulated by the Florida Department of Agriculture and Consumer Services (FDACS). Motor vehicles that can be driven shall not be permitted in this classification; however, those that are towed to the site may be included. This establishment vends food that requires very little preparation, such as fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods (cookies, potato chips, sandwiches, ice cream and ice cream sandwiches, frozen yogurt bars), fresh squeezed juices, popcorn, shaved ice, cotton candy, churros, pretzels, candy apples, etc; as well as fish products (without processing) and pre-packaged beverages and drinks. No preparation or assembly of foods or beverages may take place on or in the cart; however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. Pushcarts and Non-fixed structures require the use of a commissary.



3. Class III – Non-food Kiosks, Booths, & Tents.

These vendors utilize non-mobile booths, kiosks, or tents to vend items such as fireworks, Christmas trees, soap, chimes, flowers, etc.



B. Reserved.

4.02.07.3 – General to all.

All 3 Classes of MOBILE KITCHEN will continue to be permitted in the CH zoning district.

A. Zoning standards.

The following uses shall only be permitted in these zoning districts:

**PERMITTED USE**

- 1. Class I – Mobile Kitchens
- Class II – Pushcarts & Non-mobile Food Carts
- Class III – Non-food Kiosks, Booths, and Tents

**PERMITTED ZONING DISTRICT**

- 1. (CH) High Intensity Commercial.

Classes II *Pushcarts and Non-mobile Food Carts* will now be permitted in the CG zoning district.

- 2. Class II – Pushcarts & Non-mobile Food Carts
- 2. (CG) General Commercial within the Community Redevelopment Area (CRA).

B. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending:

- 1. shall only be permitted to locate and sell from the parking area of a site that is fully developed with a principal use, open to the public, and contains sufficient parking as conveyed in the City of Crystal River Land Development Code.
- 2. shall be limited to a maximum of two hundred (200) square feet, shall not block more than three (3) parking spaces, and shall comply with all visibility requirements for intersections.
- 3. shall not be located within any no-parking area, loading zone, or public right-of-way.
- 4. shall not obstruct pedestrian or vehicular traffic.
- 5. shall be self-contained. No permanent structure shall be erected and all items associated with the establishment shall be removed at the end of each day. There shall be no water or sewer service provided to the establishment.
- 6. shall not be unattended for more than thirty (30) minutes.

Nearly identical “design” standards as currently exist for these “kitchens”.

C. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending shall submit an application for approval under the terms of a minor development permit with the following information:

- 1. A statement of express written approval for the proposed activity from the property owner.
- 2. A site plan showing the design and general location of the temporary structure, as well as all proposed signage.
- 3. A statement of the proposed use that complies with the City's Land Development Code.
- 4. A current business tax receipt from the City of Crystal River.
- 5. A copy of appropriate State and County Health Department licenses.

Similar, but updated standards for application to submit under a minor development permit.

D. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending shall:

1. Display the appropriate Business Tax Receipt, Insurance Statements, and State or County Health Permits or Licenses.
2. Utilize a commissary if required.

E. It is a violation to vend any product from a mobile food dispensing vehicle, cart, booth, or kiosk that is located at a location that fails to comply with the requirements of this section. This section excludes a contractual or other private arrangement between a roadside vendor and an individual or group that wishes to have food catered to a specific location and which is not open to the public.

F. In order to protect the health, safety, and welfare of the general public, or to obtain compliance with local, State or Federal laws, special conditions and restrictions may be added to the permit which shall be binding upon the applicant, to any permit or other form of approval that may be issued.

G. Expiration.

A Roadside Vending permit shall expire on September 30<sup>th</sup> of each year but may be renewed on an annual basis.

H. Suspension and Revocation.

A permit issued under this section may be suspended or revoked by the City if any required business or health permit or license for the roadside vending market has expired or been suspended, revoked or canceled. In addition, a permit may be immediately revoked if the applicant violates any of the requirements of this ordinance.

I. Signage.

1. Mobile Kitchens may be painted in such a manner as to convey the name of the business or truck.
2. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents may have one sidewalk sandwich sign (A Frame) not to exceed 6 SF. (width = 24", height = 36"). The sign shall be located adjacent to the sales area.
3. Class III Non-food Kiosks, Booths, and Tents selling fireworks, Christmas trees, soap, chimes, flowers, etc. may have one (1) wall sign or one temporary banner located on the front side of the structure (facing the street). If the booth is located on a corner lot then it may have two signs (facing each street). These signs shall not exceed 12 SF. in size.
4. Signage cannot be placed in the right-of-way or block visibility.
5. A dimensioned drawing of all signage shall be submitted to the Planning and Development Services Department for review and must be approved by the Director.

Similar, but more precise standards regarding the specific procedures that accompany this use (and which agency oversees it).

Expanded standards for signage that are more appropriate to the type of vendor or type of use.

Class II Pushcarts and Non-mobile Food Carts that will be permitted in the General Commercial (CG) zoning district of the Community Redevelopment Area (CRA) AND the High Intensity Commercial (CH) zoning district

## Class II Pushcarts and Non-mobile Food Carts

Sno Cones



Lemonade



Hot Dogs



Flowers



Ice Cream



Ice Cream - Pedal



Lemonade - Fixed



Flowers - Fixed





Class I Mobile Kitchens and Class III Non-food Kiosks, Booths, and Tents that will continue to be permitted in all areas of the City zoned High Intensity Commercial (CH)



Food Truck



Class I  
Mobile  
Kitchens

Food Truck



Fireworks

Class III  
Non-food  
Kiosks,  
Booths,  
and Tents



Flowers



Cottage

Cottage Court

Duplex

Multiplex

Townhome

Live Work

< << <<< incremental development >>> >> >



Thompson Placemaking

© mike thompson

Tents

Food Trucks

Trailers

Pods/Micro Retail

Small Retail

Mixed-Use



# QUESTIONS?

**LAND DEVELOPMENT CODE AMENDMENT  
ROADSIDE VENDING**

**ORDINANCE NO. 21-O-11**

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER AMENDING ORDINANCE 05-O-09, APPENDIX A – LAND DEVELOPMENT CODE OF THE CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES, AS AMENDED; REVISING STANDARDS FOR ROADSIDE VENDING BY AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS; BY AMENDING SECTION 2.03.03 ACCESSORY STRUCTURES IN EACH ZONING DISTRICT; BY AMENDING SECTION 4.02.07 DESIGN STANDARDS FOR ROADSIDE VENDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Florida Statutes (F.S.), the City of Crystal River City Council adopted the City of Crystal River Comprehensive Plan; and

**WHEREAS**, on May 17, 2005, the City of Crystal River adopted the City of Crystal River Land Development Code (LDC) as ordinance 05-O-08, as further amended; and

**WHEREAS**, the City Council of the City of Crystal River, Florida, recognizes the need to update and revise the City’s LDC to maintain consistency with the goals, objectives, and policies of the Comprehensive Plan; and

**WHEREAS**, certain changes are necessary and desirable to improve the usability of the LDC.

**WHEREAS**, the City of Crystal River has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

**WHEREAS**, the City Council of the City of Crystal River, Florida, has determined that adoption of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Crystal River.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA THAT THE CITY’S LAND DEVELOPMENT CODE IS AMENDED AS FOLLOWS:**

**SECTION 1. PURPOSE.**

The purpose of this Ordinance is to amend Appendix A, Land Development Code of the Crystal River, Florida, Code of Ordinances, by amending various Sections for reasons set forth in the above “WHEREAS” clauses, which are incorporated herein, in haec verba.

**SECTION 2. AUTHORITY.**

The City of Crystal River City Council is authorized to amend Appendix A, Land Development Code of the Crystal River, Florida, Code of Ordinances, pursuant to Part 1, Article III of the City

Charter of the City of Crystal River and Chapter 1 - General Provisions, of the City of Crystal River, Florida, Code of Ordinances, and as otherwise authorized by applicable Florida Statutes.

**SECTION 3. AMENDMENTS TO VARIOUS SECTIONS OF THE LAND DEVELOPMENT CODE.**

The City Council of the City of Crystal River, Florida, hereby adopts this Ordinance of the proposed amendments for inclusion in the Land Development Code, as shown in Exhibit "A", attached hereto, and incorporated by reference.

A copy of the Land Development Code, as amended, is on file at City Hall in Crystal River, Florida.

**SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**

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

**SECTION 5. CONDIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS**

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of Appendix A, Land Development Code of the Crystal River, Florida, Code of Ordinances. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City is given broad and liberal authority to appropriately codify the Exhibit into the provisions of the Land Development Code in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibit to this Ordinance is hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

**SECTION 6. 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 unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

**SECTION 7. MODIFICATION.**

It is the intent of the City Council that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated in the final version of the ordinance adopted by the Council and filed by the City Clerk.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall become effective as per Florida law.

**DONE AND ADOPTED** in a regular meeting of the City Council of the City of Crystal River, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**CITY OF CRYSTAL RIVER**

\_\_\_\_\_  
**MIA FINK, CITY CLERK**

\_\_\_\_\_  
**JOE MEEK, MAYOR**

**NOTICE** published on \_\_\_\_\_

**PASSED** on First Reading \_\_\_\_\_

**PASSED** on Second and Final Reading \_\_\_\_\_

**APPROVED FOR CORRECTNESS  
AND FORM:**

**VOTE OF COUNCIL:**

Meek: \_\_\_\_\_

Brown: \_\_\_\_\_

Guy: \_\_\_\_\_

Fitzpatrick: \_\_\_\_\_

Holmes: \_\_\_\_\_

\_\_\_\_\_  
**ROBERT W. BATSEL, Jr., ESQUIRE  
CITY ATTORNEY**

APPENDIX "A"

TEXT AMENDMENT #1 – THAT SECTION 1.07.00. – ACRONYMS AND DEFINITIONS, SUB-ITEM B. LIST OF DEFINED TERMS OF APPENDIX A – LAND DEVELOPMENT CODE OF THE CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES IS HEREBY AMENDED BY ADDING DEFINITIONS AS FOLLOWS:

1.07.00. – Acronyms and Definitions.

B. *List of defined terms.* Words and phrases shall be construed according to the common and approved usage of the language. Words with specific meaning in this LDC are defined below.

*Mean high water line:* ...

*Mobile Kitchen:* Class I full-service Mobile Kitchens consist of a wheeled vehicle that is readily moveable and designed for the service of food from the interior of the unit. Mobile Kitchens are regulated by the Florida Department of Business and Professional Regulation (FDBPR). In addition to the vending of products allowed for Class II and Class III mobile dispensaries, these vehicles may cook, prepare, and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle's location by social media or other forms of advertising. Mobile Kitchens require the use of a commercial commissary kitchen for servicing, restocking, and maintenance each operating day.



*Mooring facilities:* ...

*Nonconforming development:* ...

*Non-food Kiosks, Booths, & Tents:* These class III vendors utilize non-mobile booths, kiosks, or tents to vend items such as fireworks, Christmas trees, soap, chimes, flowers, etc.



.....  
*Principal use or structure:* ...

*Pushcarts & Non-mobile Food Carts:* These class II non-motorized retail food establishments are defined and regulated by the Florida Department of Agriculture and Consumer Services (FDACS). Motor vehicles that can be driven shall not be permitted in this classification; however, those that are towed to the site may be included. This establishment vends food that requires very little preparation, such as fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods such as cookies, potato chips, sandwiches, ice cream and ice cream sandwiches, frozen yogurt bars), fresh squeezed juices, popcorn, shaved ice, cotton candy, churros, pretzels, candy apples, etc; as well as fish products (without processing) and pre-packaged beverages and drinks. No preparation or assembly of foods or beverages may take place on or in the cart; however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. Pushcarts and Non-fixed structures require the use of a commissary.



*Resort housing units:* ...

**TEXT AMENDMENT #2 – THAT SECTION 2.03.03. – ACCESSORY USES IN EACH ZONING DISTRICT, TABLE 2.03.03 ACCESSORY STRUCTURES, OF APPENDIX A – LAND DEVELOPMENT CODE OF THE CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:**

**Table 2.03.03. Accessory Structures**

Zoning Districts	RC	RW	R1	R2	R3	NBR	CW	CG	CH	IND	CON	PI	PUD	MXD
A = Permitted accessory structure														
Fences, Hedges, and Walls	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Roadside Vending <a href="#">Class I, II, &amp; III</a>									A					
<a href="#">Roadside Vending Class II (CRA Only)</a>								<u>A</u>						
Support Facilities for lodging residential, such as newsstands, laundry centers, or recreation facility			A	A	A		A	A	A				A	

**TEXT AMENDMENT #3 – THAT SECTION 4.02.07. – DESIGN STANDARDS FOR ROADSIDE VENDING IN COMMERCIAL HIGHWAY (CH) ZONING DISTRICTS, OF APPENDIX A – LAND DEVELOPMENT CODE OF THE CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:**

**4.02.07. – Design standards for roadside vending in **Commercial Highway (CH) City** zoning districts.**

4.02.07.1. – Purpose.

A. Mobile vending units have existed in various forms over several centuries, often distinguished by both their physical characteristics and their operational requirements. The purpose of this section is to:

1. recognize this specialized market segment;
2. classify the permitted types of uses; and
3. establish appropriate provisions for the typical range of activities associated with this use while mitigating any undesirable impacts.

B. Reserved.

4.02.07.2. – Definitions.

A. Mobile kitchens, Pushcarts & Non-mobile Food Carts, and Kiosks, Booths, & Tents.

These methods of vending address products that include food, beverages, seasonal products and similar items and are classified as one of the following:

1. Class I - Mobile Kitchens.

Full-service Mobile Kitchens consist of a wheeled vehicle that is readily moveable and designed for the service of food from the interior of the unit. Mobile Kitchens are regulated by the Florida Department of Business and Professional Regulation (FDBPR). In addition to the vending of products allowed for Class II and Class III mobile dispensaries, these vehicles may cook, prepare, and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle’s location by social media or other forms of advertising. Mobile Kitchens





require the use of a commercial commissary kitchen for servicing, restocking, and maintenance each operating day.

2. Class II – Pushcarts & Non-mobile Food Carts.

These non-motorized retail food establishments are defined and regulated by the Florida Department of Agriculture and Consumer Services (FDACS). Motor vehicles that can be driven shall not be permitted in this classification; however, those that are towed to the site may be included. This establishment vends food that requires very little preparation, such as fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods (cookies, potato chips, sandwiches, ice cream and ice cream sandwiches, frozen yogurt bars), fresh squeezed juices, popcorn, shaved ice, cotton candy, churros, pretzels, candy apples, etc; as well as fish products (without processing) and pre-packaged beverages and drinks. No preparation or assembly of foods or beverages may take place on or in the cart; however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. Pushcarts and Non-fixed structures require the use of a commissary.



3. Class III – Non-food Kiosks, Booths, & Tents.

These vendors utilize non-mobile booths, kiosks, or tents to vend items such as fireworks, Christmas trees, soap, chimes, flowers, etc.



B. Reserved.

4.02.07.3 – General to all.

A. Zoning standards.

The following uses shall only be permitted in these zoning districts:

**PERMITTED USE**

**PERMITTED ZONING DISTRICT**

1. Class I – Mobile Kitchens

Class II – Pushcarts & Non-mobile Food Carts

Class III – Non-food Kiosks, Booths, and Tents

(CH) High Intensity Commercial.

2. Class II – Pushcarts & Non-mobile Food Carts

(CG) General Commercial within the Community Redevelopment Area (CRA).

B. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending:

1. shall only be permitted to locate and sell from the parking area of a site that is fully developed with a principal use, open to the public, and contains sufficient parking as conveyed in the City of Crystal River Land Development Code.
2. shall be limited to a maximum of two hundred (200) square feet, shall not block more than three (3) parking spaces, and shall comply with all visibility requirements for intersections.
3. shall not be located within any no-parking area, loading zone, or public right-of-way.
4. shall not obstruct pedestrian or vehicular traffic.
5. shall be self-contained. No permanent structure shall be erected and all items associated with the establishment shall be removed at the end of each day. There shall be no water or sewer service provided to the establishment.
6. shall not be unattended for more than thirty (30) minutes.

C. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending shall submit an application for approval under the terms of a minor development permit with the following information:

1. A statement of express written approval for the proposed activity from the property owner.
  2. A site plan showing the design and general location of the temporary structure, as well as all proposed signage.
  3. A statement of the proposed use that complies with the City's Land Development Code.
  4. A current business tax receipt from the City of Crystal River.
  5. A copy of appropriate State and County Health Department licenses.
- D. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents associated with roadside vending shall:
1. Display the appropriate Business Tax Receipt, Insurance statements, and State or County Health Permits or Licenses.
  2. Utilize a commissary if required.
- E. It is a violation to vend any product from a mobile food dispensing vehicle, cart, booth, or kiosk that is located at a location that fails to comply with the requirements of this section. This section excludes a contractual or other private arrangement between a roadside vendor and an individual or group that wishes to have food catered to a specific location and which is not open to the public.
- F. In order to protect the health, safety, and welfare of the general public, or to obtain compliance with local, State or Federal laws, special conditions and restrictions may be added to the permit which shall be binding upon the applicant, to any permit or other form of approval that may be issued.
- G. Expiration.  
A Roadside Vending permit shall expire on September 30<sup>th</sup> of each year but may be renewed on an annual basis.
- H. Suspension and Revocation.  
A permit issued under this section may be suspended or revoked by the City if any required business or health permit or license for the roadside vending market has expired or been suspended, revoked or canceled. In addition, a permit may be immediately revoked if the applicant violates any of the requirements of this ordinance.
- I. Signage.
1. Mobile Kitchens may be painted in such a manner as to convey the name of the business or truck.
  2. Class I Mobile kitchens; Class II Pushcarts & Non-mobile Food Carts; and Class III Non-food Kiosks, Booths, and Tents may have one sidewalk sandwich sign (A Frame) not to exceed 6 SF. (width = 24", height = 36"). The sign shall be located adjacent to the sales area.
  3. Class III Non-food Kiosks, Booths, and Tents selling fireworks, Christmas trees, soap, chimes, flowers, etc. may have one (1) wall sign or one temporary banner located on the front side of the structure (facing the street). If the booth is located on a corner lot then it may have two signs (facing each street). These signs shall not exceed 12 SF. in size.
  4. Signage cannot be placed in the right-of-way or block visibility.
  5. A dimensioned drawing of all signage shall be submitted to the Planning and Development Services Department for review and must be approved by the Director.

~~4.02.07 Design standards for roadside vending in High-Intensity Commercial (CH) zoning districts.~~

~~A.—Temporary accessory structures, vehicles or trailers associated with roadside vending:~~

- ~~1. Can only be permitted on a site which is fully developed per the City of Crystal River Land Development Code, open to the public and holds an active business license for a permanent business located on the property in question. Sufficient customer parking must be provided on an improved surface.~~

~~Temporary accessory structures, vehicles or trailers associated with roadside vending is limited to a maximum of two hundred (200) square feet, may not block the use of more than two (2) parking spaces of any approved principal use and shall comply with the visibility at intersection requirements of this chapter.~~

- ~~2. Cannot be located within approved setbacks or right-of-ways. Stopping and parking a vehicle in the right-of-way to make purchases is prohibited.~~
- ~~3. Must be self-contained, no permanent structure shall be erected and all items associated with the roadside vending market shall be removed at the end of each day. There shall be no water or sewer service to a roadside vending market.~~
- ~~4. Shall not leave the structure unattended for more than thirty (30) minutes.~~
- ~~5. May not obstruct vehicular or pedestrian traffic or enter upon any no-parking area or loading zone.~~
- ~~6. Shall not display any signs or flags which are not in compliance with the city's sign or flag ordinance.~~
- ~~7. Must submit an application for approval under the terms of a minor development permit with the following information:
  - ~~a. Applicant must submit a statement of express written approval for the proposed activity from the property owner.~~
  - ~~b. Applicant must submit a site plan showing the location of the temporary accessory structure, including all proposed signage.~~
  - ~~c. Applicant must include a statement of proposed use that complies with the city's land development code.~~
  - ~~d. Applicant must have a current business license with the City of Crystal River.~~
  - ~~e. Copy of the state or county health department license.~~~~

#### ~~B. Procedure.~~

- ~~1. In order to protect the health, safety, and welfare of the general public, or to obtain compliance with local, state or federal laws, special conditions and restrictions may be added to the permit which shall be binding upon the applicant, to any permit or other form of approval that may be issued.~~
- ~~2. Expiration. A roadside vending permit shall expire on September 30 of each year but may be renewed on an annual basis.~~
- ~~3. Suspension and revocation. A permit issued under this section may be suspended or revoked by the city if any required business or health permit or license for the roadside vending market has expired or been suspended, revoked or canceled. In addition, a permit may be immediately revoked if the applicant violates any of the requirements of this ordinance.~~
- ~~4. Record keeping. Each roadside vending market operating within the city shall display the appropriate business tax receipt and state or county health permits or licenses.~~

#### ~~C. Signage~~

- ~~1. Temporary signage. One (1) temporary sign per site shall be allowed. A dimensioned drawing of the signage shall be submitted for approval along with the roadside vending permit application. Such sign shall have a maximum height of eight (8) feet and a maximum area of twelve (12) square feet. Signage cannot be placed in the right-of-way or block visibility.~~

# 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

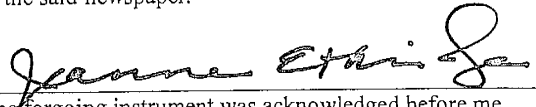
Mary Ann Naczi and/or Theresa Holland and/or  
Tonya Knight

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

**Insertion Order: 0010FBH**  
**Legal number: 2135-0726 MCRN City of**  
**Crystal River: Public Hearing Ordinance #21-**  
**O-11 8/5, 8/23 & 9/13/21**  
Display Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of  
**Date(s) of publication:**  
**July 26, 2021**

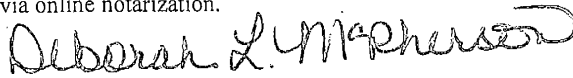
Affiant further says that the Citrus County Chronicle is a  
Newspaper published at Crystal River in said Citrus  
County, Florida, and that the said newspaper has heretofore  
been continuously published in Citrus County, Marion  
County and Levy County, Florida, each week and has been  
entered as 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.

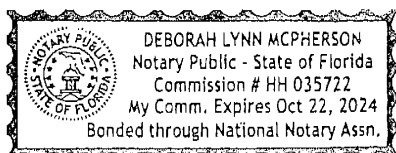
  
The forgoing instrument was acknowledged before me

This 26<sup>th</sup> day of July 2021

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

Who appeared by (✓) means of physical presence or ( )  
via online notarization.

  
Notary Public

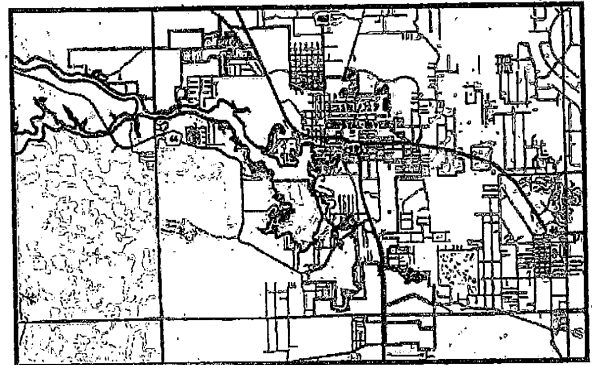


## NOTICE OF INTENT TO CONSIDER AN ORDINANCE TO ESTABLISH OR CHANGE REGULATIONS AFFECTING THE USE OF LAND

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of Crystal  
River Planning Commission and Crystal River City Council will  
hold Public Hearings pursuant to Section 166, Florida Statutes,  
proposing to adopt the following by ordinance:

**ORDINANCE 21-O-11: AN ORDINANCE OF THE CITY  
OF CRYSTAL RIVER AMENDING ORDINANCE 05-O-09,  
APPENDIX A – LAND DEVELOPMENT CODE OF THE  
CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES,  
AS AMENDED; REVISING STANDARDS FOR ROADSIDE  
VENDING BY AMENDING SECTION 1.07.00 ACRONYMS  
AND DEFINITIONS; BY AMENDING SECTION 2.03.03  
ACCESSORY STRUCTURES IN EACH ZONING DISTRICT;  
BY AMENDING SECTION 4.02.07 DESIGN STANDARDS  
FOR ROADSIDE VENDING; PROVIDING FOR CONFLICTS;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING  
FOR MODIFICATIONS THAT MAY ARISE FROM  
CONSIDERATION AT PUBLIC HEARING; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

CITY OF CRYSTAL RIVER



Public Hearings for this Land Development Code Amendment  
will be held on the following dates:

**Planning Commission**  
**Thursday, August 5, 2021 at 5:30 PM**

**City Council**  
**First Reading -**  
**Monday, August 23, 2021 at 5:30 PM**  
**Second Reading -**  
**Monday September 13, 2021 at 5:30 PM**

The meetings will be held in the City Council Chambers, City  
Hall, 123 NW Highway 19, Crystal River, FL 34428.

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  
NW U. S. Highway 19, Crystal River, FL 34428, (352) 795-  
4216, at least two (2) days prior to the meeting.

All interested persons who wish to be heard on this matter,  
take due notice of the time and place of the Public Hearings.  
Information on the proposed ordinance(s) is available for public  
inspection in the office of the City Clerk, City Hall, 123 NW  
Highway 19, Crystal River, FL 34428.