



# CITY OF CRYSTAL RIVER PLANNING COMMISSION

## STAFF REPORT

Planning and Development Services Department

<b>MEETING DATE:</b>	September 2, 2021	
<b>APPLICATION NO. PZ21-0087 Small-Scale Comprehensive Plan Amendment and PZ21-0088 Zoning Map Amendment</b>		
<b>SUBJECT PROPERTY:</b>	Section 27, Township 18S, Range 17E; specifically, Parcel 43240 (AK# 3464182), which address is 1209 SE US Highway 19, Crystal River. A complete legal description of the property is on file with the Planning & Development Services Department.	
<b>PROPERTY OWNER:</b>	Crystal Motor Car Company, Inc.	
<b>LAST OCCUPANT:</b>	J&W Automotive Supply	
<b>PROPOSED AMENDMENTS:</b>	<b>COMPREHENSIVE PLAN</b>	Amendment to the Comprehensive Plan's Future Land Use Map (FLUM) <u>from</u> (split future land use) Highway Commercial (HC) and High Density Residential (HDR) <u>to</u> Highway Commercial (HC).
	<b>ZONING MAP</b>	Amendment to the Official Zoning Map <u>from</u> (split zoning) High Intensity Commercial (CH) and High Density Residential (R-3) <u>to</u> High Intensity Commercial (CH).
<b>ACREAGE</b>	Approximately 8.83 acres (entire parcel).	
<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 12017C0189E. (Effective date: January 15, 2021)	
<b>SURROUNDING AREA:</b>	<b>North</b>	FLUM Designation is HC, Highway Commercial; Zoning Designation is CH, High Intensity Commercial. The property has been developed as retail commercial (Ag Pro).
	<b>South</b>	FLUM Designation is (split land use) HC and HDR; Zoning Designation is CH and R-3. Several properties abut to the south comprising of a retail strip center that fronts US Hwy 19, a church (First Presbyterian Church of Crystal River), and a single-family residence.
	<b>East</b>	FLUM Designation is MDR, Medium Density Residential; Zoning Designation is PUD, Planned Unit Development. The neighboring property is lies across the street from SE 8 <sup>th</sup> Avenue and is developed as a mobile home Park (Crystal River Village MHP).
	<b>West</b>	FLUM Designation is HC; Zoning Designation is CH. The several properties lie across US Highway 19 and are developed as retail/service-oriented commercial businesses (American RE, bicycle shop, kayak rentals)
<b>Reviewed by:</b>	Jenette Collins, AICP, Urban Planner, Planning and Development Services Department	

**BACKGROUND INFORMATION:** The subject property is approximately 8.83 acres and fronts on US Highway 19, a State maintained principal arterial, and backs up to SE 8<sup>th</sup> Avenue, a local, 50-foot collector road. The applicant requests a Future Land Use amendment and a Re-zoning for the rear portion of the property to remove the split-land use/split zoning.

Existing structures on the property are proposed to be demolished. The rear one-third of the property is naturally wooded and contains a pond. The applicant proposes to develop the site with a retail establishment for private-exclusive auto sales to be stored within buildings that will be constructed central to the property and west of the existing pond. The front of the property will be reserved for future commercial development.

**ANALYSIS:**

**Zoning Map Amendment:** This request is to rezone the easternmost, rear portion of property (approximately 3.6 acres) that abuts SE 8th Ave. This part of the property is currently designated as R-3 zoning on the Official Zoning Map. The applicant requests to rezone this part of the property from R-3 to CH.

The balance of the property comprising the front 594 feet lying parallel to, and abutting US Hwy 19 is designated CH zoning on the Official Zoning Map. The zoning on this part of the property is not changing.

New development shall be designed to comply with the Crystal River Land Development Code (LDC). The rezoning would result in the following density/intensity changes as per the LDC:

Zoning District:		From R-3, High Density Residential	To CH, High Intensity Commercial
Max Density/Use:		Multi-family up to 12-du/acre	Large-scale business, commercial, light assembly, and institutional uses
Max ISR:		65%	75%
Max FAR:		NA	0.7
Required Buffering (Based on Adjacent Zoning)	NORTH:	“C” (15’-width) adjacent to CH	“A” (10’-width) adjacent to CH
	SOUTH:	“C” (15’-width) adjacent to CH, and “A” (10’-width) adjacent to R-3	“A” (10’-width) adjacent to CH, and “D” (20’-width) adjacent to R-3
	EAST:	“B” (15’-width) adjacent to collector	“C” (15’-width) adjacent to collector
	WEST:	“B” (15’-width) adjacent to arterial	“D” (20’-width) adjacent to arterial

**Comprehensive Plan – Future Land Use Map Amendment:** This request is to change the land use category on the easternmost, rear portion of property (approximately 3.6 acres) that abuts SE 8th Ave. This part is currently designated as HDR land use category on the FLUM. The applicant requests to change this part of the property from HDR to HC.

Comprehensive Plan FLUM Category:	From HDR, High Density Residential	To HC, Highway Commercial
Category Description:	Multi-family up to 12-du/acre	retail, vehicle sales and repair, service stations, restaurants, convenience stores, lodging, financial institutions, theaters, and entertainment uses

The first 594 feet lying parallel to, and abutting US Hwy 19 is designated as HC category on the Future Land Use Map (FLUM) of the Comprehensive Plan. The land use category on this part of the property is not changing.

**Compatibility with Adjacent Land Uses:** The proposed FLUM amendment is found consistent with the HC designation of the property that abuts to the north, which extends from US Hwy 19 to SE 8<sup>th</sup> Avenue and has been developed as retail commercial (Ag Pro tractor sales). The property to the south is designated as HC and HDR just like the subject property. There is a residence located on an abutting parcel to the south that fronts and gains access from SE 8<sup>th</sup> Ave.

The existing location of the pond and increased buffering requirements assist in reducing incompatibility with the adjacent R-3 designated properties to the south.

**Environmental:** The subject property appears to be naturally wooded to the rear as it abuts SE 8<sup>th</sup> Avenue. Staff is unable to determine if the pond is a natural feature or was previously excavated. However, the Soils Survey Map for Citrus County, FL (FL017) prepared by the USDA Natural Resource Conservation Service, defines the pond area as a “pit”. The surrounding soil types found on the site are defined as Tavares fine sand, 0 to 5 percent slopes (drainage class: moderately well drained), and Quartzipsamments, 0 to 5 percent slopes (drainage class: well drained). Property elevations vary from 4 to 13 feet above mean sea level.

The LDC provides standards for environmentally sensitive lands protection where applicable. This requires that a professionally prepared biological survey following Florida Fish and Wildlife Conservation Commission standards be submitted to the department at time of development order where wetlands and/or the presence of endangered, threatened, or special of special concern may be present. The applicant has stated that it is his desire to preserve the pond as it presently exists.

**Crystal River Airport:** The very southeast corner (that area lying southeast of the pond) of the subject property is located with the northernmost boundary of the runway protection zone of the Crystal River Airport. At this location, the Federal Aviation Administration (FAA) would prohibit structural heights that exceed 159 vertical feet. The LDC limits building heights to a maximum 50 (above the designated FIRM BFE) in the CH District. No conflict is evident.

**INFRASTRUCTURE:**

**Transportation (Ingress/Egress):** Primary access shall be taken from US Highway 19 which is a 6-lane, principal arterial functioning at a level of service “C”.

**Water/Sewer:** New development would be required to hook up to central water and sewer services.

**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.

**CONSISTENCY WITH THE COMPREHENSIVE PLAN:**

The following Goal, Objective and Policies of the Comprehensive Plan are relevant:

**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.

The proposed amendments are found to be consistent with the Comprehensive Plan. The historic development existing on site is proposed to be demolished, and all new development must adhere to the current Land Development Code standards, as well as FEMA flood regulations. Proper buffering and strict adherence to the LDC standards will assist to reduce incompatibility with the adjacent land uses.

**SUMMARY OF PUBLIC COMMENTS:** Public comments have not been received as of this writing of the Staff Report.

**FINDINGS:**

As conveyed in Section 8.02.03 of the Crystal River Zoning Ordinance, 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 and the official zoning map.

The following findings of fact are presented:

1. The request is to amend the Future Land Use Map of the Comprehensive Plan from (split land use) HC and HDR to HC.
2. The request is to amend to Official Zoning Map from (split zoning) CH and R-3 to CH.
3. The project will be served by central water and sewer.
4. New development shall be designed to be compliant with the development standards of the Land Development Code (LDC) and other code standards.

**STAFF RECOMMENDATION:**

Staff has no objection to the requested amendments and finds that they are consistent with the intent of the Comprehensive Plan. The requested land uses/zoning categories are found compatible with the surrounding land uses, and the use of development standards as required by the Land Development Code shall serve to mitigate any negative conflicts where the subject property abuts the R-3 designation to the south.

**SUPPORTING DIAGRAMS ILLUSTRATIONS & TABLES:**

Please see Staff's PowerPoint presentation.

**PLANNING COMMISSION ACTION:**

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

1. PZ21-0087 – Future Land Use Map Amendment
2. PZ21-0088 – Zoning Amendment

**PLANNING COMMISSION ACTION:**

1. PZ21-0087 – Future Land Use Map Amendment
2. PZ21-0088 – Zoning Amendment

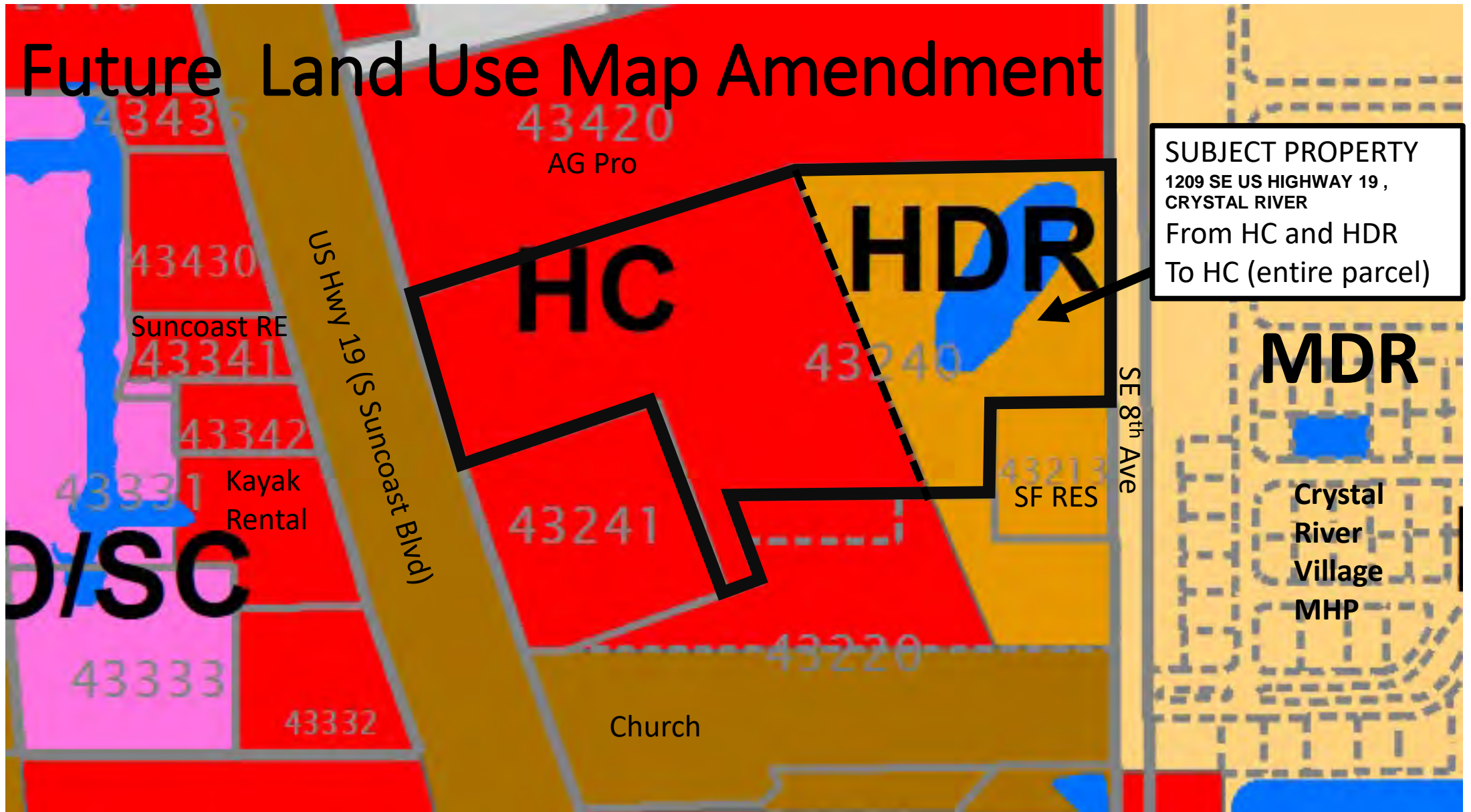
**ATTACHMENTS:**

1. Staff PowerPoint Presentation
2. Notice/Locator Map of subject property
3. Applicant's Submittal with supporting documents



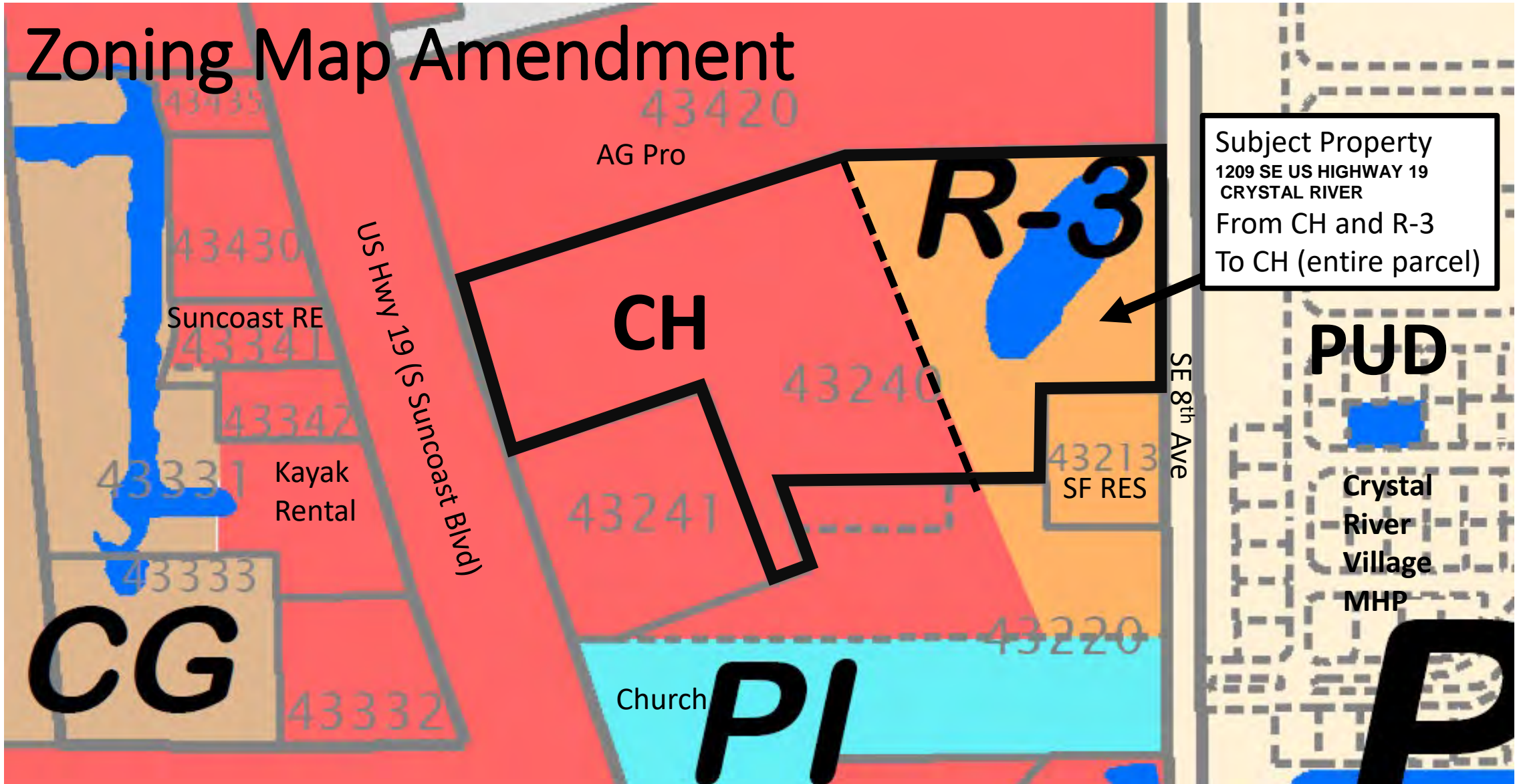
**PZ21-0087 FUTURE LAND USE MAP AMENDMENT/  
PZ21-0088 ZONING MAP AMENDMENT  
CRYSTAL MOTOR CAR  
COMPANY, INC.**

# Future Land Use Map Amendment



SUBJECT PROPERTY  
1209 SE US HIGHWAY 19,  
CRYSTAL RIVER  
From HC and HDR  
To HC (entire parcel)

# Zoning Map Amendment



Subject Property  
1209 SE US HIGHWAY 19  
CRYSTAL RIVER  
From CH and R-3  
To CH (entire parcel)



# Aerial



# Subject Property 270 feet fronting US Hwy 19



*Tidwell Bros.*  
352 302-7194  
CRYSTAL RIVER, FL

69  
805-619-9683

AUTO PARTS

# Looking North on US Hwy 19



# Looking west and across US Highway 19



# Looking south on US Highway 19



Subject property 351 feet fronting SE 8<sup>TH</sup> AVE

**APPLICATION PENDING**  
FOR THE DEVELOPMENT OF THIS PROPERTY  
PUBLIC INPUT ACCEPTED  
CONTACT: CITY OF CRYSTAL RIVER  
DEPT. OF PLANNING & DEVELOPMENT SERVICES  
**(352) 795-4216**  
APPL# **P221-87/88**  
DO NOT REMOVE THIS SIGN UNDER PENALTY OF LAW

Looking north and across SE 8<sup>TH</sup> Avenue



Looking south and across SE 8<sup>TH</sup> Avenue







# QUESTIONS?

**PZ21-0087 FUTURE LAND USE MAP AMENDMENT/**

**PZ21-0088 ZONING MAP AMENDMENT**

**CRYSTAL MOTOR CAR  
COMPANY, INC.**



# City of Crystal River

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

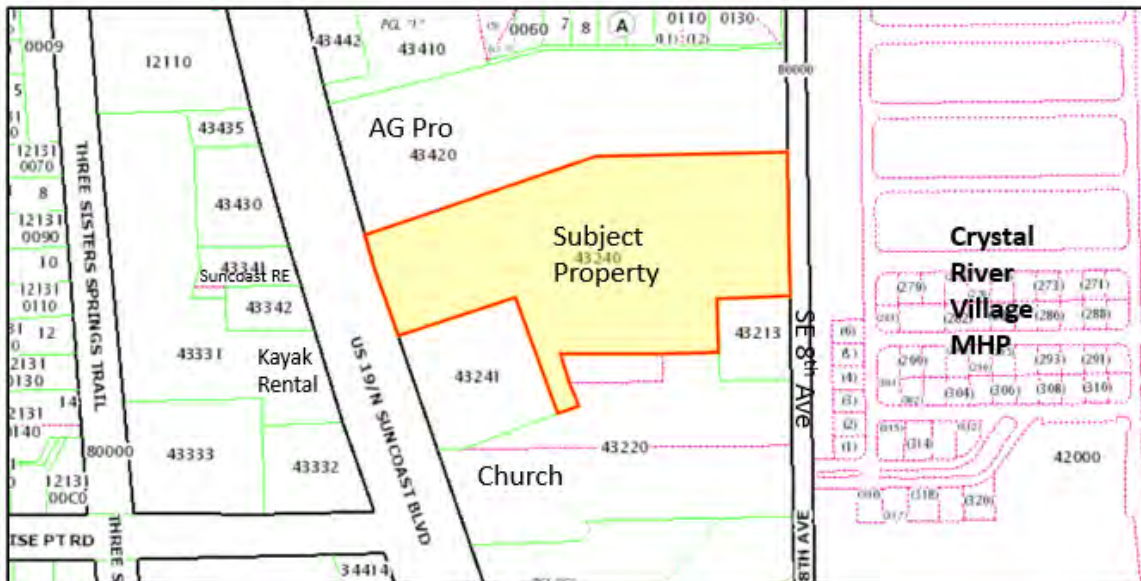
REF: Application Nos. PZ21-0087/PZ21-0088

August 16, 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 *Crystal Motor Car Company, Inc.* has made formal application to the City of Crystal River for a Future Land Use Map Amendment, reclassifying their property comprising 8.83 acres (MOL) from (split land use) Highway Commercial (HC) and High Density Residential (HDR) to Highway Commercial (HC); and to reclassify their property on the Zoning Map from (split zoning) High Intensity Commercial (CH) and High Density Residential (R-3) to High Intensity Commercial (CH), located at 1209 SE US Highway 19, Crystal River, Florida 34429, also identified as part of Parcel ID 17E18S27 43240 (AK# 3464182) 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.



Subject Property: 1209 SE US Highway 19, Crystal River

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 a Quasi-Judicial Public Hearings will be held on:

**Planning Commission:** Thursday, September 2, 2021, at 5:30 p.m.

**City Council:** First Reading - Monday, September 27, 2021 at 5:30 p.m.  
Second Reading - Monday, October 11, 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 deciding to appeal any decision made by the commission with respect to any matter considered at this meeting or hearing will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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. 340.

Sincerely,

Jeanette Rehberg  
Zoning Administrator  
City of Crystal River  
Planning and Community Development Department

Cc: File PZ21-0087/PZ21-0088

**ORDINANCE NO. 21-O-12**

**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 8.83 ACRES (MOL) OF PROPERTY OWNED BY CRYSTAL MOTOR CAR COMPANY, INC, ALSO IDENTIFIED AS PARCEL ID 17E18S27 43240 (AK# 3464182) IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER FROM (SPLIT FUTURE LAND USE ) HIGHWAY COMMERCIAL (HC) AND HIGH DENSITY RESIDENTIAL (HDR), TO HIGHWAY COMMERCIAL (HC) LAND USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING 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 Motor Car Company, Inc., owner, is requesting an amendment to the Future Land Use Element of the City's Comprehensive Plan, changing 8.83 acres (MOL) from (split Future Land Use) Highway Commercial (HC) and High Density Residential (HDR), to Highway Commercial (HC) Land Use (see attached Exhibit A); and

**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 September 2, 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 8.83 acres (MOL) owned by Crystal Motor Car Company, Inc from (split Future Land Use) Highway Commercial (HC) and High Density Residential (HDR), to Highway Commercial (HC) Land Use 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 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**

### PZ21-0087 CRYSTAL MOTOR CAR COMPANY, INC

The Future Land Use Map of the Comprehensive Plan of the City of Crystal River is hereby amended to change the Future Land Use Designation on the following described properties from Highway Commercial (HC) and High Density Residential (HDR), to Highway Commercial (HC) Land Use:

### **LEGAL DESCRIPTION**

PARCEL ID 17E18S27 43240 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER (APPROXIMATELY 8.83 ACRES) AS MORE FULLY DESCRIBED IN EXHIBIT "A," 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

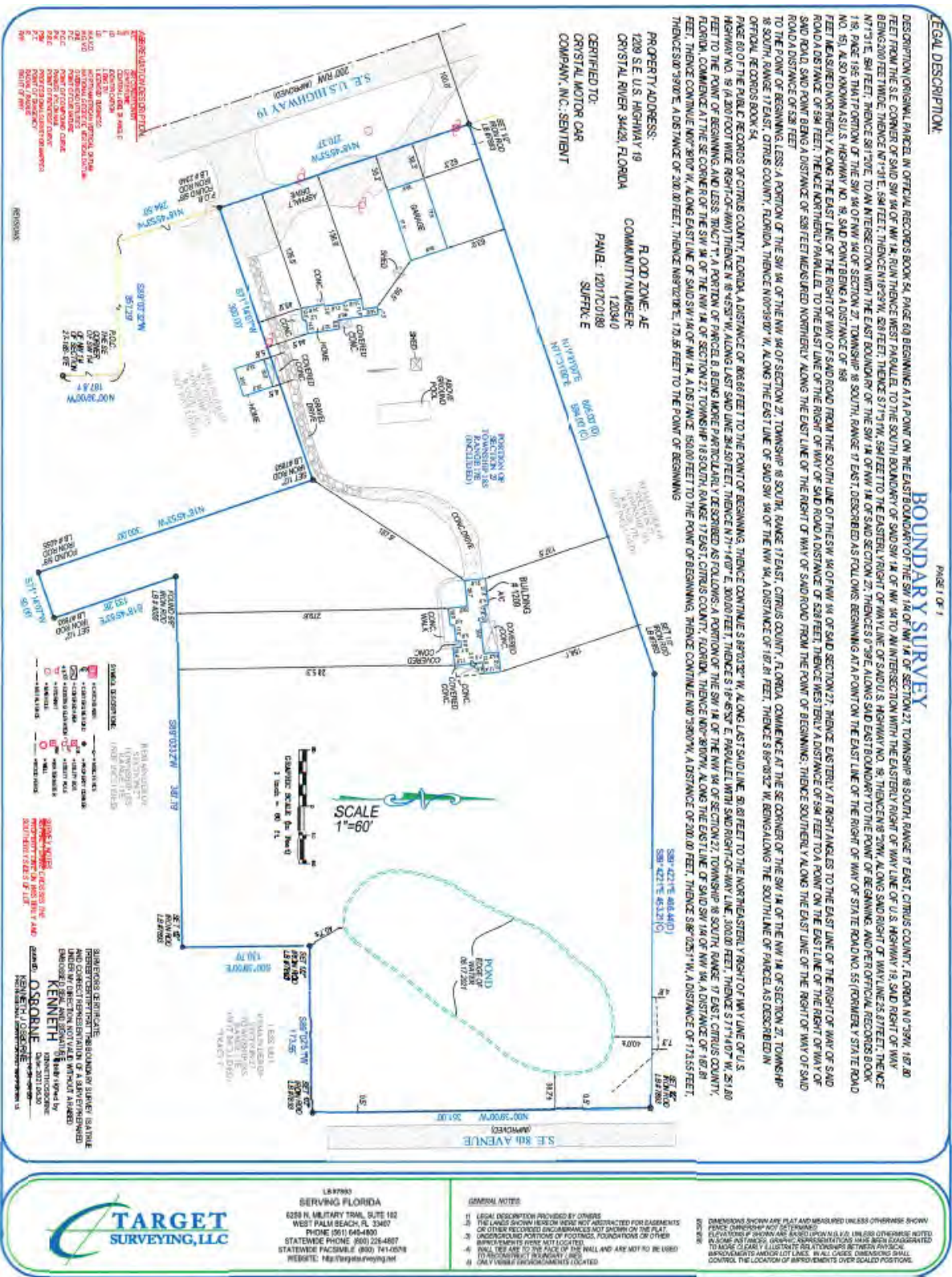
Approved as to form for the  
Reliance of the City of Crystal River  
only:

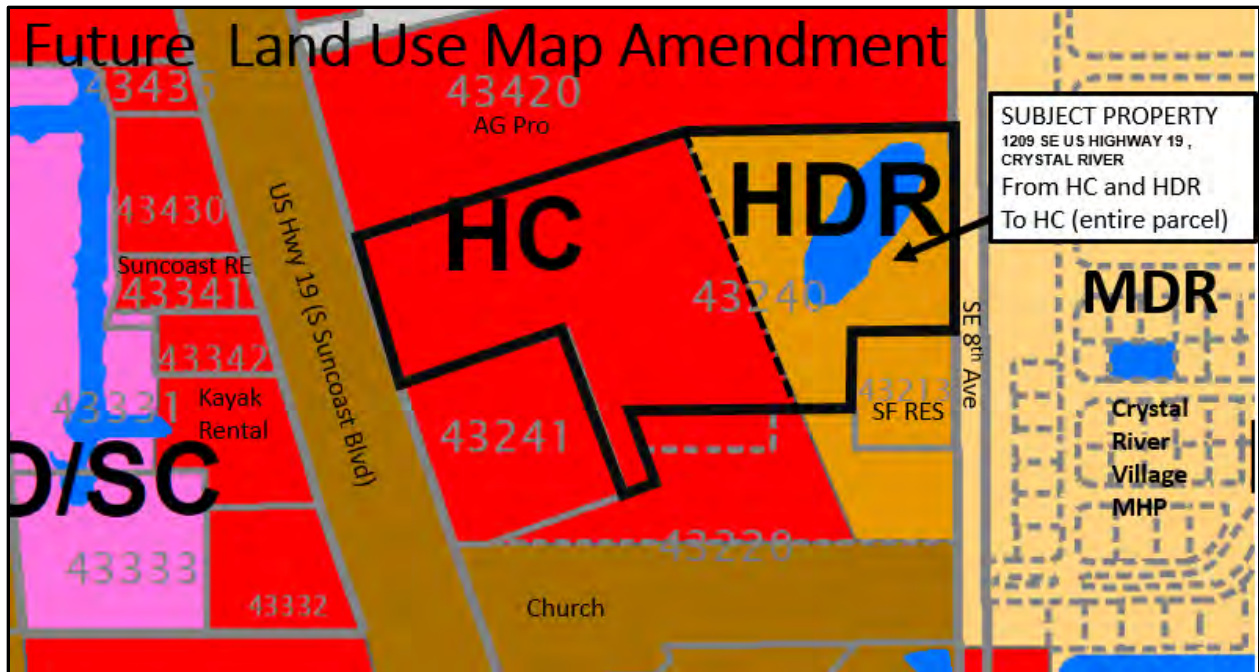
**VOTE OF COUNCIL:**

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

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

### EXHIBIT "A"





End of Exhibit "A"

DRAFT



## ORDINANCE 21-O-13

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA BY REZONING 8.83 ACRES (MOL) OF PROPERTY OWNED BY CRYSTAL MOTOR CAR COMPANY, INC, ALSO IDENTIFIED AS PARCEL ID 17E18S27 43240 (AK# 3464182) IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER FROM (SPLIT ZONING) HIGH INTENSITY COMMERCIAL (CH) AND HIGH DENSITY RESIDENTIAL (R-3), TO HIGH INTENSITY COMMERCIAL (CH) ZONING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the proposed rezoning was advertised as required by the Florida Statutes, and the City of Crystal River Land Development Code; and

**WHEREAS**, the City of Crystal River Planning Commission held a public hearing on September 2, 2021 to consider a request that the zoning classification be changed on a parcel of land identified as Parcels ID 17E18S27 43240 in the Official Records of the Citrus County Property Appraiser, Crystal River, Florida, as described in Section 3; and

**WHEREAS**, the City of Crystal River Planning Commission on September 2, 2021, voted \_\_\_-\_\_\_ to recommend to the City Council that the request to amend the official zoning map be \_\_\_\_\_; and

**WHEREAS**, the City Council of the City of Crystal River, Florida, after publication of a notice of its consideration of this ordinance, held two readings of this ordinance and public hearings as required by law; and

**WHEREAS**, the City Council of the City of Crystal River, Florida, has determined that the requested change of zoning is consistent with the City of Crystal River Comprehensive Plan and Future Land Use Map, and

**WHEREAS**, the City Council of the City of Crystal River, Florida has further determined that approval of the requested zoning change is in the best interests of the health, safety, and welfare of the citizens of Crystal River, Florida.

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

### **SECTION 1. PURPOSE.**

The purpose of this Ordinance is to amend the official zoning map of the City of Crystal River, Florida, for

8.83 acres (MOL) owned by Crystal Motor Car Company, Inc from (split Zoning) High Intensity Commercial (CH) and High Density Residential (R-3), to High Intensity Commercial (CH) Zoning 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.

## **SECTION 3. ZONING MAP AMENDMENT**

### **PZ21-0088 CRYSTAL MOTOR CAR COMPANY, INC**

The official zoning map of the City of Crystal River is hereby amended to change the zoning designation on the following described properties from High Intensity Commercial (CH) and High Density Residential (R-3), to High Intensity Commercial (CH) Zoning.

### **LEGAL DESCRIPTION**

PARCEL ID 17E18S27 43240 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER (APPROXIMATELY 8.83 ACRES) AS MORE FULLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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 of Crystal River, Florida, 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 references thereto as if fully set forth herein verbatim.

## **SECTION 5. REPEAL OF CONFLICTING ORDINANCES**

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

## **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.

**THIS ORDINANCE** was introduced and placed on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and upon motion duly made and seconded was passed on first reading.

**THIS ORDINANCE** was introduced and placed on a second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and upon motion duly made and seconded was passed on second reading.

**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 AND LEGALITY:**

**VOTE OF COUNCIL:**

Meek \_\_\_\_\_

Guy \_\_\_\_\_

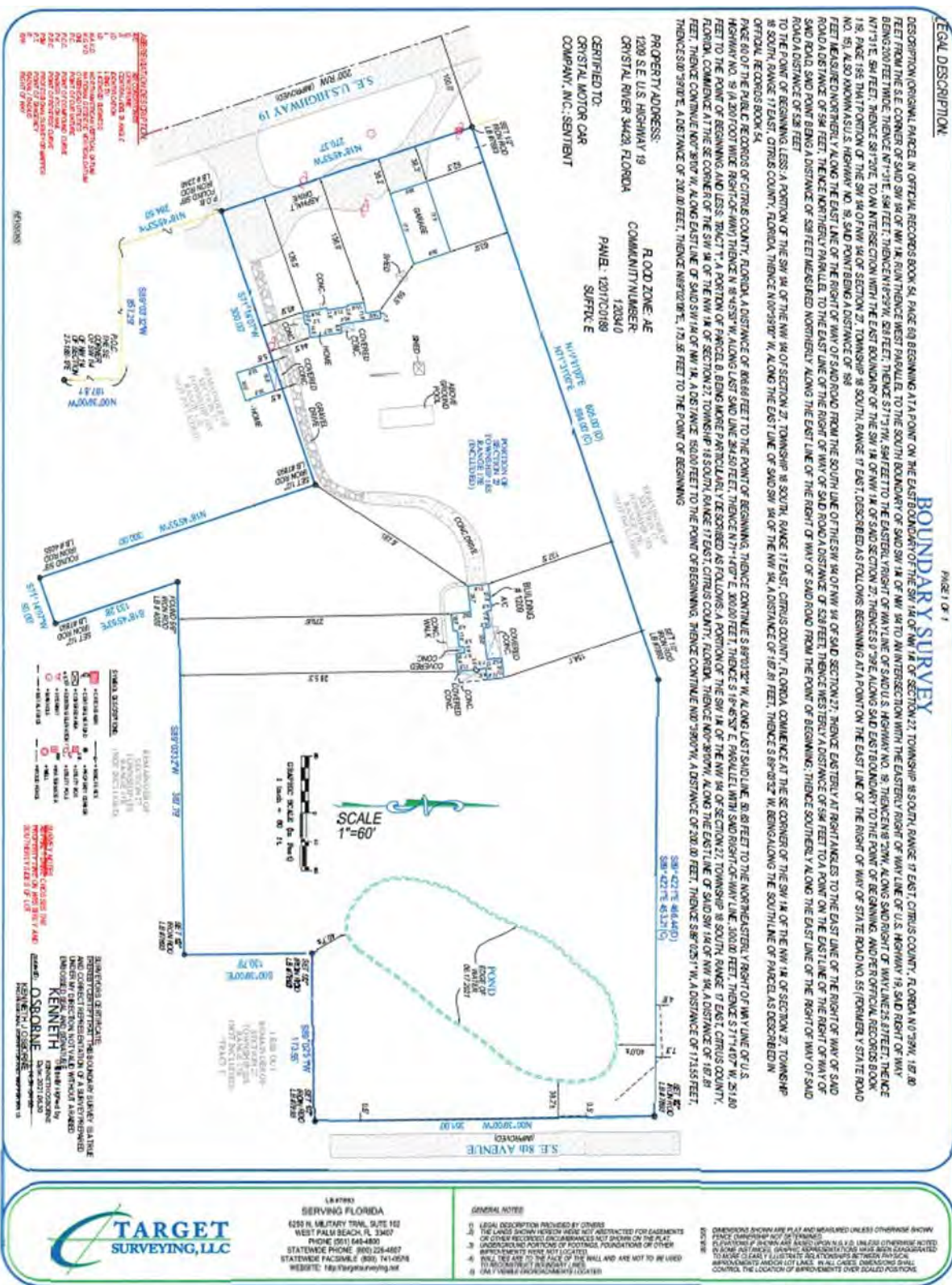
Brown \_\_\_\_\_

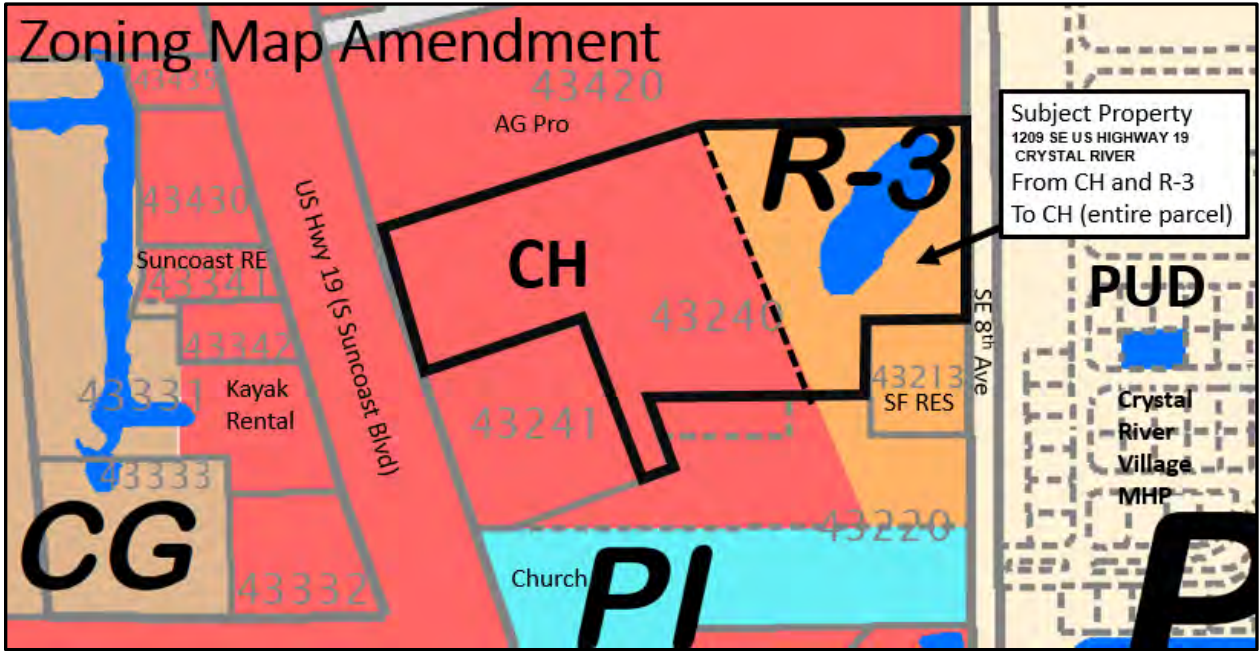
Fitzpatrick \_\_\_\_\_

Holmes \_\_\_\_\_

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

EXHIBIT "A"





END OF EXHIBIT "A"

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

P221-0087

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

Check One: Small Scale  # Acres 8.83      AltKey: 3464182  
Large Scale  # Acres \_\_\_\_\_      Parcel #: 17E18527 43240

Name of Petitioner(s): Crystal Motor Car Company, Inc

Address of Petitioner(s): PO Box 487

City Crystal River State FL Zip Code 34423

Phone # 863-860-1547 Fax # \_\_\_\_\_ Cell # \_\_\_\_\_

Email Address: Steven@Uiterwyk.com

Legal Description attached: Yes  No  Survey attached: Yes  No

Street address of property (if applicable): 1209 SE US Highway 19, Crystal River

Existing Land Use: HDR Proposed Land Use: HC

Reason for Request: to allow for commercial development

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

Steven@Uiterwyk.com

I Steven Uiterwyk, being first duly sworn, affirm and say that I am the:

(check one)

owner, or

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

[Signature]  
Signature

PO Box 487  
Address

863 860-1542  
Phone Number

Crystal River, FL 34423  
City, State, Zip Code

State of Florida

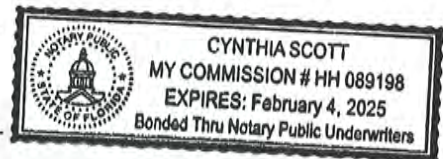
County of Citrus

The foregoing instrument was acknowledged before me this 28, day of July, 2021, by Steven Uiterwyk who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an

oath.  
[Signature]  
Notary Public

Commission No.: HH 089198

Commission Expires: 2/4/25



**Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller**  
**#2021047417 BK: 3184 PG: 774 7/13/2021 11:27 AM 1 Receipt: 2021040215**  
**RECORDING \$27.00 INDEX \$3.00 D DOCTAX PD \$5,600.00**

**Prepared by and Return To:**

Amanda Rowthorn  
 Wollinka Wikle Title Insurance Agency, a division of  
 LandCastle Title Group, LLC  
 7076 W. Gulf to Lake Highway  
 Crystal River, FL 34429

**Order No.:** CR312105071

For Documentary Stamp Tax purposes the  
 consideration is \$800,000.00

**Doc Stamp:** \$5,600.00

APN/Parcel ID(s): 17E18S27 43240

Tax/Map ID(s): 3464182

**WARRANTY DEED**

THIS WARRANTY DEED dated July 9, 2021, by Walter A Bunts and Sherry L. Bunts, Individually and as Trustees of the Walter A. Bunts and Sherry L. Bunts Living Trust Agreement Dated September 5, 2008, hereinafter called the grantor, to Crystal Motor Car Company, Inc., A Florida Corporation, whose post office address is 1035 S Suncoast Blvd, Homosassa, FL 34448, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Citrus, State of Florida, to wit:

DESCRIPTION (ORIGINAL PARCEL IN OFFICIAL RECORDS BOOK 54, PAGE 60)  
 BEGINNING AT A POINT ON THE EAST BOUNDARY OF THE SW 1/4 OF NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA N 0°39'W, 187.80 FEET FROM THE S.E. CORNER OF SAID SW 1/4 OF NW 1/4; RUN THENCE WEST PARALLEL TO THE SOUTH BOUNDARY OF SAID SW 1/4 OF NW 1/4 TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19, SAID RIGHT OF WAY BEING 200 FEET WIDE; THENCE N71°31'E, 594 FEET; THENCE N18°29'W, 528 FEET; THENCE S71°31'W, 594 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 19; THENCE N18°20'W, ALONG SAID RIGHT OF WAY LINE 25.87 FEET; THENCE N71°31'E, 594 FEET; THENCE S81°20'E, TO AN INTERSECTION WITH THE EAST BOUNDARY OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 27; THENCE S 0°39'E, ALONG SAID EAST BOUNDARY TO THE POINT OF BEGINNING.

AND

PER OFFICIAL RECORDS BOOK 119, PAGE 195: THAT PORTION OF THE SW 1/4 OF NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 55



**Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller**  
**#2021047417 BK: 3184 PG: 775 7/13/2021 11:27 AM 2 Receipt: 2021040215**  
**RECORDING \$27.00 INDEX \$3.00 D DOCTAX PD \$5,600.00**

## WARRANTY DEED

(continued)

(FORMERLY STATE ROAD NO. 15), ALSO KNOWN AS U.S. HIGHWAY NO. 19, SAID POINT BEING A DISTANCE OF 198 FEET MEASURED NORTHERLY ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD FROM THE SOUTH LINE OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 27; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD A DISTANCE OF 594 FEET; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD A DISTANCE OF 528 FEET; THENCE WESTERLY A DISTANCE OF 594 FEET TO A POINT ON THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD, SAID POINT BEING A DISTANCE OF 528 FEET MEASURED NORTHERLY ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD A DISTANCE OF 528 FEET TO THE POINT OF BEGINNING.

LESS:

A portion of the SW 1/4 of the NW 1/4 of Section 27, Township 18 South, Range 17 East, Citrus County, Florida. Commence at the SE corner of the SW 1/4 of the NW 1/4 of Section 27, Township 18 South, Range 17 East, Citrus County, Florida, thence N 00°39'00" W, along the East line of said SW 1/4 of the NW 1/4, a distance of 187.81 feet, thence S 89°03'32" W, being along the South line of parcel as described in Official Records Book 54, Page 60 of the Public Records of Citrus County, Florida, a distance of 806.66 feet to the Point of Beginning, thence continue S 89°03'32" W, along last said line, 50.63 feet to the Northeasterly right of way line of U.S. Highway No. 19 (a 200 foot wide right-of-way) thence N 18°45'53" W, along last said line 284.50 feet, thence N 71°14'07" E, 300.00 feet, thence S 18°45'53" E, parallel with said right-of-way line, 300.00 feet, thence S 71°14'07" W, 251.80 feet to the Point of Beginning.

AND LESS:

TRACT "I", A PORTION OF PARCEL B, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, COMMENCE AT THE SE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, THENCE N00°39'00"W, ALONG THE EAST LINE OF SAID SW 1/4 OF NW 1/4, A DISTANCE OF 187.81 FEET, THENCE CONTINUE N00°39'00" W, ALONG EAST LINE OF SAID SW 1/4 OF NW 1/4, A DISTANCE 150.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N00°39'00"W, A DISTANCE OF 200.00 FEET, THENCE S89°02'51" W, A DISTANCE OF 173.55 FEET, THENCE S00°39'00"E, A DISTANCE OF 200.00 FEET, THENCE N89°02'08"E, 173.55 FEET TO THE POINT OF BEGINNING.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

Said property is not the homestead of the Grantor under the laws and constitution of the state of Florida in that neither Grantor nor any member of the household of Grantor reside thereon.

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

#2021047417 BK: 3184 PG: 776 7/13/2021 11:27 AM 3 Receipt: 2021040215

RECORDING \$27.00 INDEX \$3.00 D DOCTAX PD \$5,600.00

WARRANTY DEED

(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature: Nathaniel Suleiman
Print Name: Nathaniel Suleiman
Witness Signature: James Haviland
Print Name: James Haviland

Walter A. Bunts and Sherry L. Bunts, Individually and as Trustees of the Walter A. Bunts and Sherry L. Bunts Living Trust Agreement Dated September 5, 2008

BY: Walter A. Bunts
Individually and as Trustee
BY: Sherry L. Bunts
Individually and as Trustee

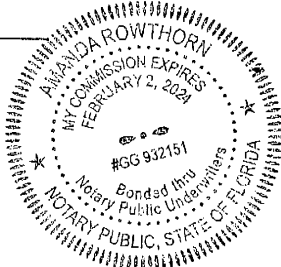
Address: 8091 N Pine Haven Pt
Crystal River, FL 34428

State of FL
County of Citrus

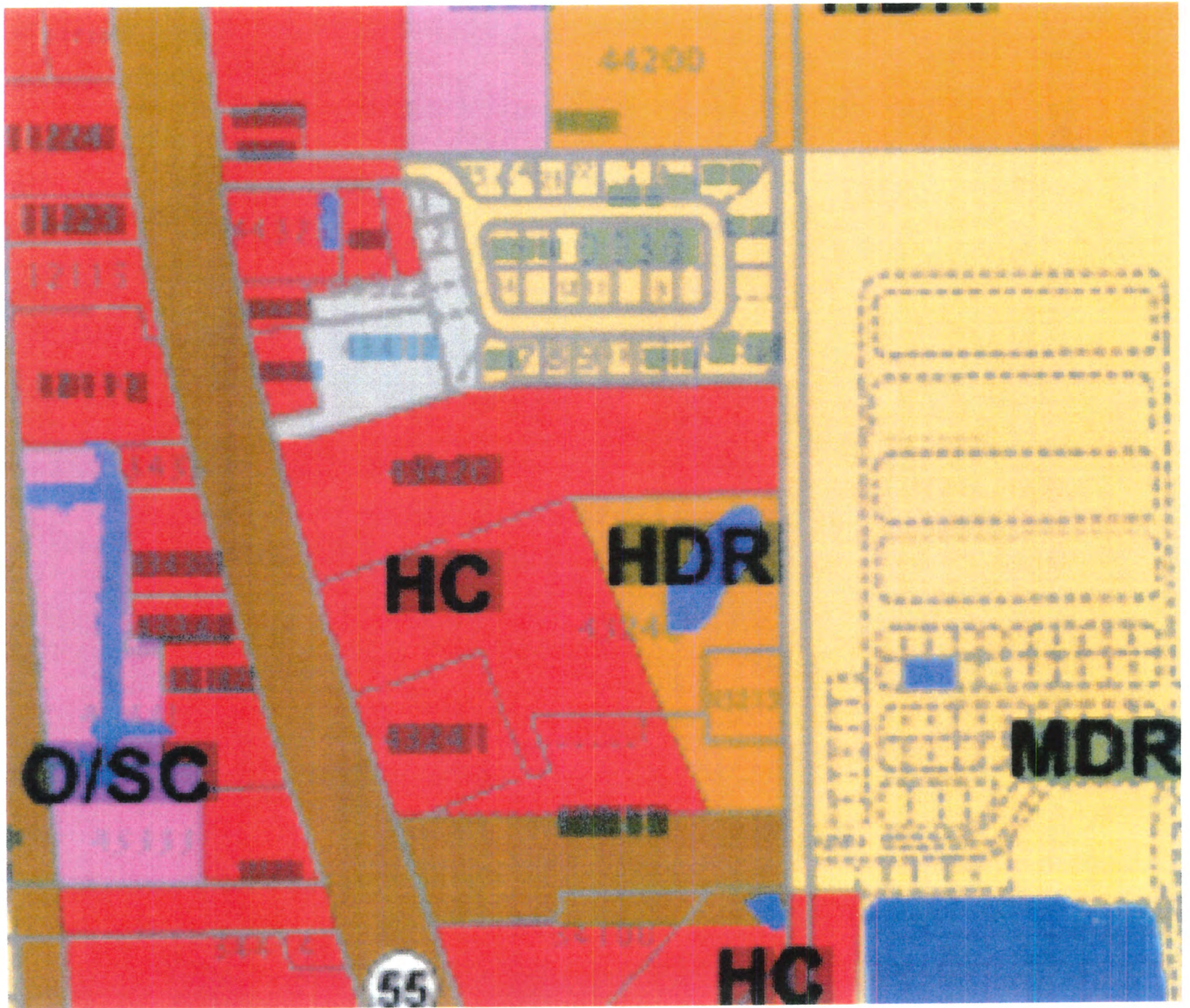
The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this 9 day of July 2021, by Walter A. Bunts and Sherry L. Bunts, to me known to be the person(s) described in or who has/have produced ID cards as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

[Signature]

NOTARY PUBLIC
My Commission Expires:



As shown in the attached map excerpt, the future land use of the property is HC and HDR. The property to the north future land use is HC, to the south there is a small pocket of future land use HDR and to the east, across eighth avenue the future land use of the property is MDR and to the west across highway 19, the future land use of the property is HC.







**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

PZ21-0088

**Applicant Information:**

Name: Crystal Motor Car Company, Inc  
Address: Po Box 487, Crystal River, FL 34423  
Phone #: 352-795-1515 Fax #: \_\_\_\_\_ Cell #: 863-860-1542  
Email Address: Steven @ Witermyk.com

**Property Description:**

Parcel Account #: 17218527 43240 Alt. Key # 3464182  
Street Address (or street & avenue location): 1209 SE US Highway 19  
Crystal River, FL 344  
Legal Description: see Deed

(or attachment)

Property Acreage: 8.83 Sq. ft.: \_\_\_\_\_  
Present F.L.U.M. Designation: HDR  
Present Zoning Designation: R-3  
Requested Zoning Designation: HC  
Reason for the Request: To allow development

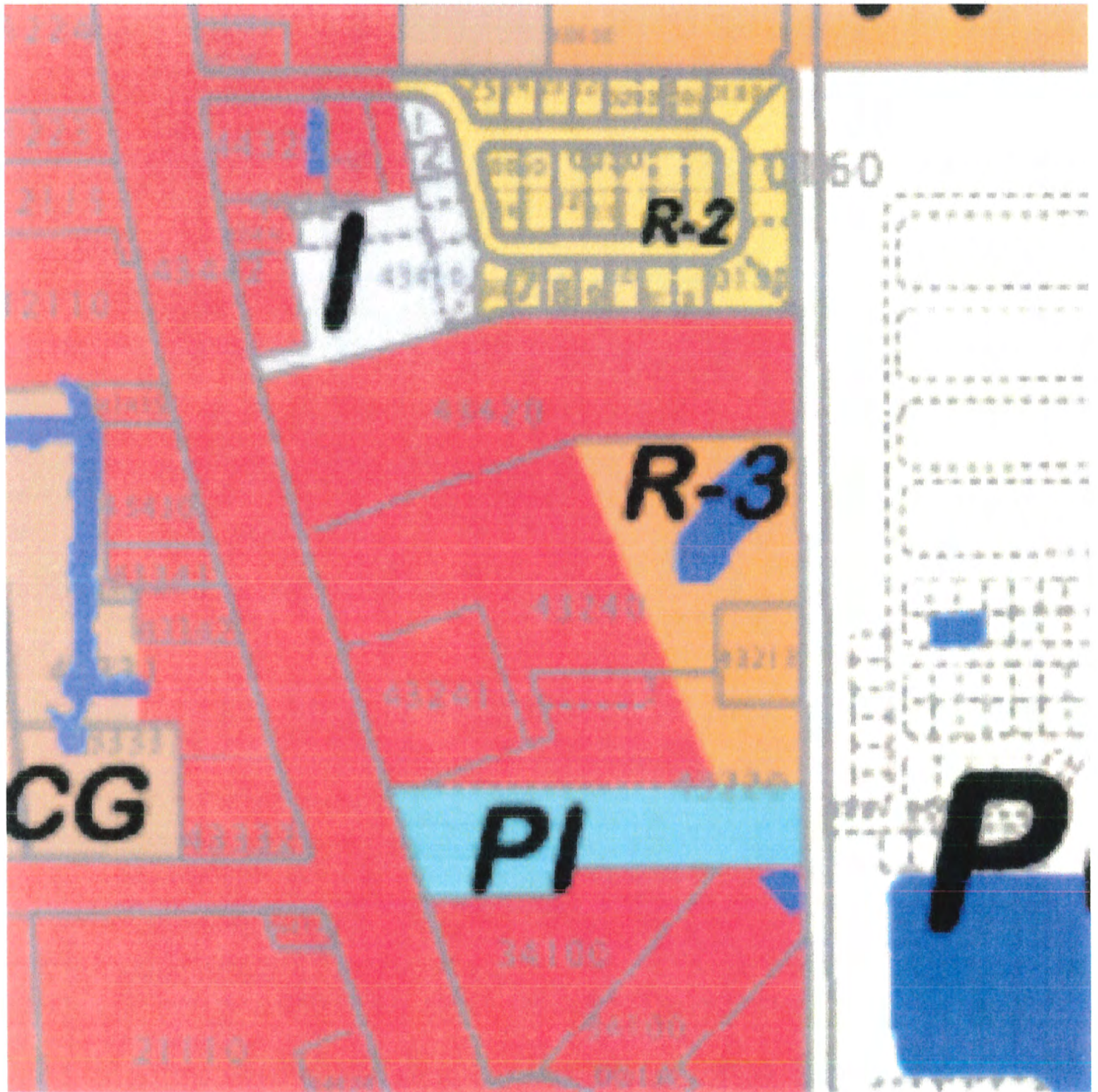
Explain Consistency with the Future Land Use Plan: Surrounding Property is  
commercial & road to the east is a proper  
Zoning delineation

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

Name: Steven Witermyk  
Address: Po Box 487, Crystal River, FL 34423  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Cell #: 863-860-1542  
Email Address: Steven @ Witermyk.com

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

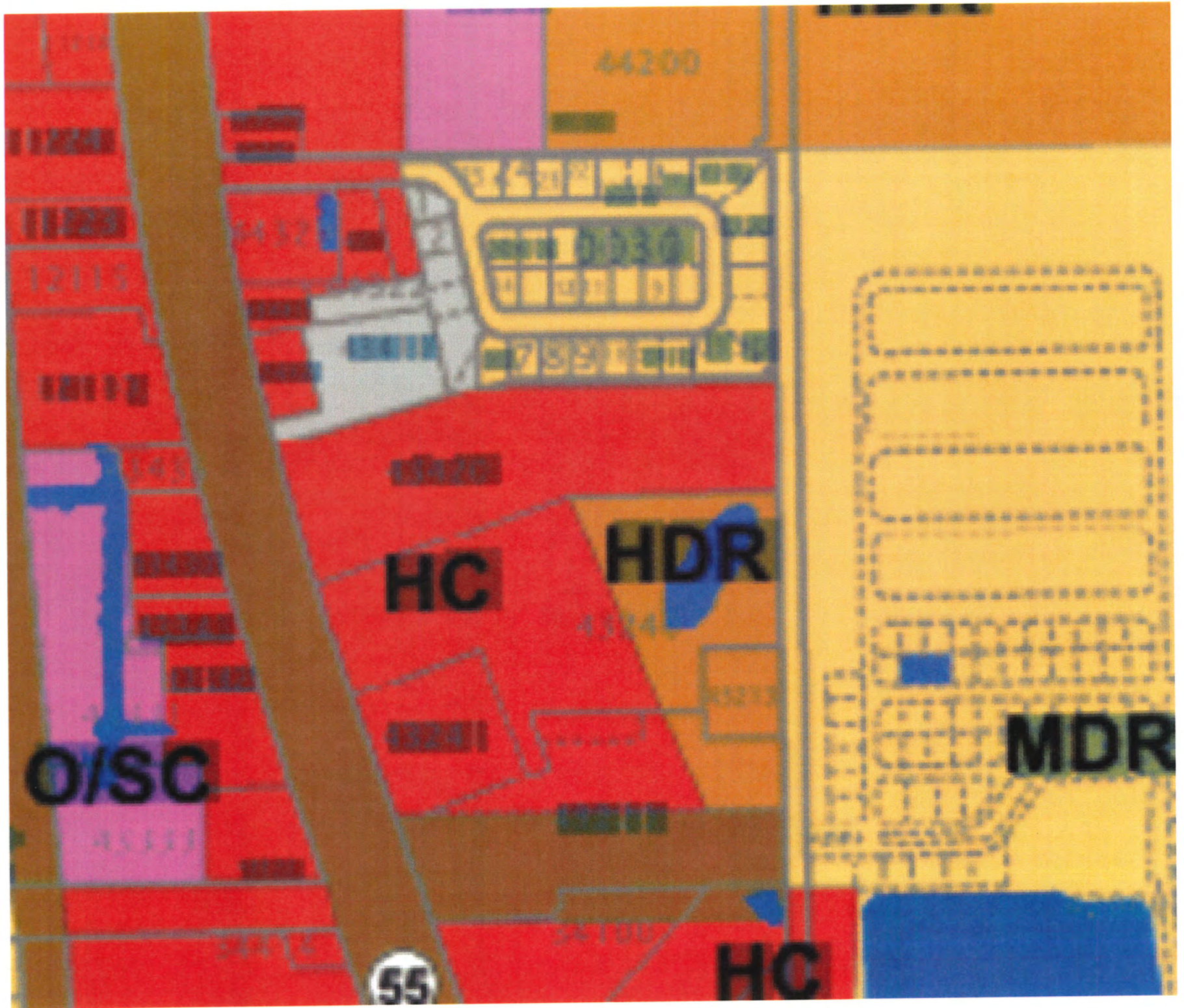
As shown in the attached map excerpt, the property is presently zoned HC and R-3. The property to the north is zoned HC, to the south there is a small pocket of R-3 and to the east, across eighth avenue the property is zoned PD and to the west across highway 19, the property is zoned HC.





We request that a portion of parcel 17E18S27 43240 at 1209 SE US Highway 19 be rezoned from R-3 to HC to allow for development of offices and warehouses on the entire parcel. We believe this zoning is consistent with surrounding uses.

As shown in the attached map excerpt, the future land use of the property is HC and HDR. The property to the north future land use is HC, to the south there is a small pocket of future land use HDR and to the east, across eighth avenue the future land use of the property is MDR and to the west across highway 19, the future land use of the property is HC.



We request that a portion of parcel 17E18S27 43240 at 1209 SE US Highway 19 be rezoned from R-3 to HC to allow for development of offices and warehouses on the entire parcel. We believe this zoning is consistent with surrounding uses.



**LEGAL DESCRIPTION:**

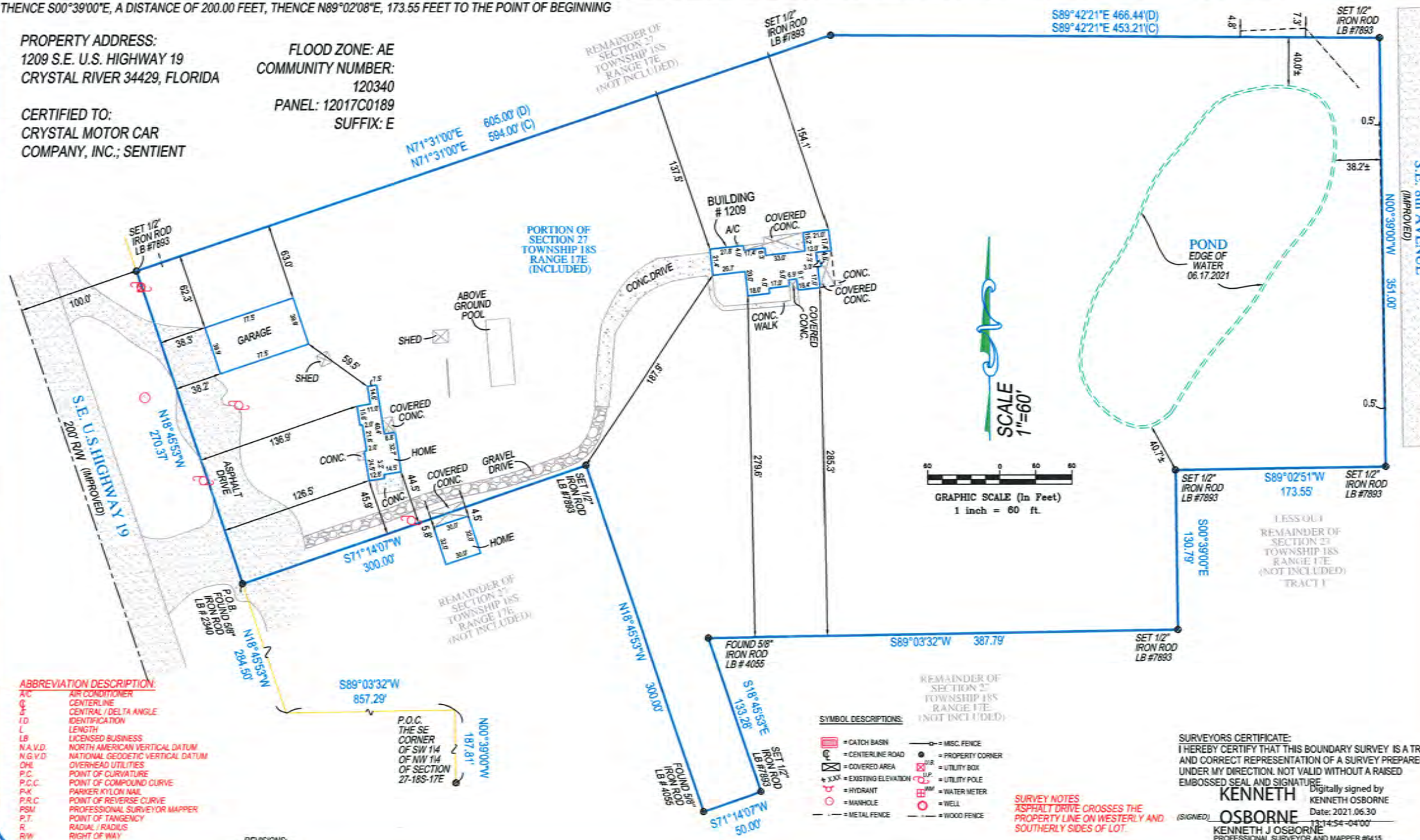
**BOUNDARY SURVEY**

DESCRIPTION (ORIGINAL PARCEL IN OFFICIAL RECORDS BOOK 54, PAGE 60) BEGINNING AT A POINT ON THE EAST BOUNDARY OF THE SW 1/4 OF NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA N 0°39'W, 187.80 FEET FROM THE S.E. CORNER OF SAID SW 1/4 OF NW 1/4; RUN THENCE WEST PARALLEL TO THE SOUTH BOUNDARY OF SAID SW 1/4 OF NW 1/4 TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19, SAID RIGHT OF WAY BEING 200 FEET WIDE; THENCE N71°31'E, 594 FEET; THENCE N18°29'W, 528 FEET; THENCE S71°31'W, 594 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 19; THENCE N18°20'W, ALONG SAID RIGHT OF WAY LINE 25.87 FEET; THENCE N71°31'E, 594 FEET; THENCE S81°20'E, TO AN INTERSECTION WITH THE EAST BOUNDARY OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 27; THENCE S 0°39'E, ALONG SAID EAST BOUNDARY TO THE POINT OF BEGINNING. AND PER OFFICIAL RECORDS BOOK 119, PAGE 195: THAT PORTION OF THE SW 1/4 OF NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 55 (FORMERLY STATE ROAD NO. 15), ALSO KNOWN AS U.S. HIGHWAY NO. 19, SAID POINT BEING A DISTANCE OF 198 FEET MEASURED NORTHERLY ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD FROM THE SOUTH LINE OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 27; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD A DISTANCE OF 594 FEET; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD A DISTANCE OF 528 FEET; THENCE WESTERLY A DISTANCE OF 594 FEET TO A POINT ON THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD, SAID POINT BEING A DISTANCE OF 528 FEET MEASURED NORTHERLY ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID ROAD A DISTANCE OF 528 FEET TO THE POINT OF BEGINNING. LESS: A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA. COMMENCE AT THE SE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, THENCE N 00°39'00" W, ALONG THE EAST LINE OF SAID SW 1/4 OF THE NW 1/4, A DISTANCE OF 187.81 FEET, THENCE S 89°03'32" W, BEING ALONG THE SOUTH LINE OF PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 54, PAGE 60 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, A DISTANCE OF 806.66 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S 89°03'32" W, ALONG LAST SAID LINE, 50.63 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 (A 200 FOOT WIDE RIGHT-OF-WAY) THENCE N 18°45'53" W, ALONG LAST SAID LINE 284.50 FEET, THENCE N 71°14'07" E, 300.00 FEET, THENCE S 18°45'53" E, PARALLEL WITH SAID RIGHT-OF-WAY LINE, 300.00 FEET, THENCE S 71°14'07" W, 251.80 FEET TO THE POINT OF BEGINNING. AND LESS: TRACT "I", A PORTION OF PARCEL B, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, COMMENCE AT THE SE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, THENCE N00°39'00"W, ALONG THE EAST LINE OF SAID SW 1/4 OF NW 1/4, A DISTANCE OF 187.81 FEET, THENCE CONTINUE N00°39'00"W, ALONG EAST LINE OF SAID SW 1/4 OF NW 1/4, A DISTANCE 150.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N00°39'00"W, A DISTANCE OF 200.00 FEET, THENCE S89°02'51" W, A DISTANCE OF 173.55 FEET, THENCE S00°39'00"E, A DISTANCE OF 200.00 FEET, THENCE N89°02'08"E, 173.55 FEET TO THE POINT OF BEGINNING

PROPERTY ADDRESS:  
1209 S.E. U.S. HIGHWAY 19  
CRYSTAL RIVER 34429, FLORIDA

CERTIFIED TO:  
CRYSTAL MOTOR CAR  
COMPANY, INC.; SENTIENT

FLOOD ZONE: AE  
COMMUNITY NUMBER:  
120340  
PANEL: 12017C0189  
SUFFIX: E



**ABBREVIATION DESCRIPTION:**

A/C	AIR CONDITIONER
C/L	CENTERLINE
C/A	CENTRAL / DELTA ANGLE
I/D	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
O/H	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.K.	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIUS / RADII
R/W	RIGHT OF WAY

**REVISIONS:**

**SYMBOL DESCRIPTIONS:**

[Symbol]	CATCH BASIN	[Symbol]	MISC. FENCE
[Symbol]	CENTERLINE ROAD	[Symbol]	PROPERTY CORNER
[Symbol]	COVERED AREA	[Symbol]	UTILITY BOX
[Symbol]	EXISTING ELEVATION	[Symbol]	UTILITY POLE
[Symbol]	HYDRANT	[Symbol]	WATER METER
[Symbol]	MANHOLE	[Symbol]	WELL
[Symbol]	METAL FENCE	[Symbol]	WOOD FENCE

SURVEYORS CERTIFICATE:  
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

**KENNETH OSBORNE**  
Professionally signed by  
KENNETH OSBORNE  
Date: 2021.06.30  
13:14:54 -04'00'

**KENNETH J OSBORNE**  
PROFESSIONAL SURVEYOR AND MAPPER #6415

**GENERAL NOTES:**

- LEGAL DESCRIPTION PROVIDED BY OTHERS.
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS ARE NOT SHOWN UNLESS CLEARLY INDICATED BY THE PLAT.
- VALUES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS LOCATED.

**GENERAL NOTES:**

- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- FENCE OWNERSHIP NOT DETERMINED.
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF IMPROVEMENTS OVER SCALED POSITIONS.

**SERVING FLORIDA**  
6250 N. MILITARY TRAIL, SUITE 102  
WEST PALM BEACH, FL 33407  
PHONE (561) 644-4800  
STATEWIDE PHONE (800) 226-4807  
STATEWIDE FACSIMILE (800) 741-0576  
WEBSITE: <http://targetsurveying.com>





## CITY OF CRYSTAL RIVER PLANNING COMMISSION

### STAFF REPORT

Planning and Development Services Department

<b>MEETING DATE:</b>	September 2, 2021
<b>VARIANCE APPLICATION NO. V21-0007 M. Joriane Horning for Wealth Trust Services, Inc.</b>	
<b>VARIANCE REQUESTED:</b>	<p>A three-part Variance request of the City of Crystal River Land Development Code (LDC) for a single-family residence to allow:</p> <ol style="list-style-type: none"> <li>1) a fence exceeding the maximum height requirement of four feet when placed in the front yard pursuant to Section 5.01.11 <u>Fences, hedges, and walls</u>;</li> <li>2) the placement of a fence within the required 25-foot clear visibility triangle pursuant to Section 6.04.04 <u>Visibility at Intersections</u>; and</li> <li>3) a residential driveway exceeding the maximum width requirements of ten feet at the lot line that may increase to a maximum twenty feet pursuant to Section 6.04.02 <u>Access and driveway design requirements</u>, of the LDC.</li> </ol>
<b>SUBJECT PROPERTY:</b>	Section 21, Township 18S, Range 17E; specifically, Lot 34 of Springdale Addition to Springs O'Paradise (Parcel ID: 17E18S21 0180 0340 AK#1077583) which address is 222 SE Kings Bay Drive, Crystal River. A complete legal description of the property is on file with the Planning and Development Services Department.
<b>ACREAGE:</b>	Approximately 15,537 square feet (0.36 acres) as estimated by the Citrus County Property Appraiser's record.
<b>ZONING DISTRICT:</b>	R-W, Residential Waterfront District
<b>FLOOD ZONE:</b>	According to the Flood Insurance Rate Map (FIRM), the subject property is in Flood Zone AE with a Base Flood Elevation (BFE) of 12 feet, as found on FIRM Panel Number 12017C0189E. (Effective date: January 15, 2021)
<b>SURROUNDING AREA:</b>	<p><b>North</b> – R-W District, single-family residence</p> <p><b>South</b> – CON District, Three-Sisters Springs across SE Kings Bay Dr.</p> <p><b>East</b> – CG, General Commercial District and CH, High Intensity Commercial District, Vacant and Kings Bay Plaza across Three Sisters Springs Trail/SE 2<sup>nd</sup> Ct.</p> <p><b>West</b> – R-W District, single-family residence across canal</p>
<b>PREPARED BY:</b>	Jenette Collins, AICP, Urban Planner

**BACKGROUND INFORMATION:** The subject residential lot is located on the northwest corner of SE 2nd Court (a local road) and SE Kings Bay Drive (a local collector road). The residential lot is developed with a single-family residence that fronts SE Kings Bay Drive and abuts a canal to the west. The owner purchased the property in July 2021 and desires to make improvements that will require three variances of the Land Development Code. The Citrus County Property Appraiser's record indicates that the residence was built in 1972.

The owner proposes to erect a vinyl fence along the lot's property lines (except where the property abuts the canal), and to widen the existing concrete driveway. The owner is requesting the following variances:

- 1) To erect a 6-foot privacy fence, along the front property line where it abuts SE Kings Bay Drive, for length of approximately 78 feet to shield and enclose the west side yard of the residence. The privacy 6-foot privacy fence will then follow the property along its side yard approximately 19 feet, ending at the canal. This request exceeds the maximum height requirement of four feet when placed in the front yard setback pursuant to Section 5.01.11 Fences, hedges, and walls, of the LDC. The property owner has advised that the purpose of this request is to seek privacy for a future pool and from the traffic on SE Kings Bay Drive.
- 2) To erect a 3-foot open-picket fence along the balance of the front property lines and corner of the lot where it abuts SE Kings Bay Drive and SE 2<sup>nd</sup> Court. The placement of the 3-foot fence, as well as the 6-foot fence, adjacent to the edge of the driveway where it intersects with the right-of-way of SE Kings Bay Drive requires a variance of the 25-foot clear visibility triangle pursuant to Section 6.04.04 Visibility at Intersections, of the LDC. Likewise, the placement of the 3-foot fence within the corner of where the property abuts SE Kings Bay Dr and SE 2<sup>nd</sup> Court requires a variance of the 25-foot clear visibility triangle. The property owner advises that the purpose of this fence is to reduce risk and harm of her children playing in the front yards facing the streets.
- 3) To widen the driveway so that it flares wider from the property line to maximum 26-foot width. The existing driveway measure 16 feet in width. The LDC allows a maximum residential driveway width of ten feet at the lot line that may increase to a maximum twenty feet pursuant to Section 6.04.02 Access and driveway design requirements, of the LDC. The property owner makes the request to facilitate the parking of two vehicles within the front yard. The residence is setback at 25 feet from its closest point to the front property line at SE Kings Bay Dr. The request is to widen the driveway to the right of the existing driveway, where it has a greater depth due to the angle of the residence as it faces the right-of-way line of SE Kings Bay Drive.

The renderings provided by the owner shows that the 6-foot vinyl privacy fence is opaque. The 3-foot vinyl picket fence appears to not exceed 50 percent opacity. The vinyl fences, as proposed, should not interfere with stormwater management or impede drainage on the site.

The owner has stated that she proposes to remove the existing dilapidated remnants of the block pillars located in the visibility triangle. The 3-foot picket fence is shown to be placed behind the tree that appears to be located within the right-of-way of the street corner.

**ANALYSIS:**

The purpose of the Fences, hedges, and walls section in the LDC is to regulate the location, height, and appearance of these elements to maintain visual harmony within neighborhoods. Consistent application of LDC standards also protect adjacent properties from the indiscriminate placement of unsightly and inappropriately designed fences, hedges, or walls. Finally, consistent standards ensure the safety,



security, and privacy of properties. The following sections of the LDC are relevant in reviewing these variance requests.

Section 5.01.11. D., of the LDC, states that ...

- C. No fences or hedges shall exceed four (4) feet in height when placed in the front yard.**

The *front yard*, in Section 1.07.00 Acronyms and definitions, of the LDC, is defined as follows:

***Front yard:* The yard extending across the entire width of the lot between the front lot line and front building line. The lot line of a lot abutting a public street shall be deemed the front lot line. The front yard of a corner lot shall be that yard abutting the street with the least frontage, unless otherwise determined on a recorded plat or in a recorded deed. The front yard of a lot existing between two (2) streets not intersecting at a corner of the lot, shall be that yard abutting the street on which adjoining properties face, unless otherwise determined on a recorded plat or in a recorded deed.**

The proposed 6-foot vinyl privacy fence when placed within the front yard property line abutting SE Kings Bay Drive is found to be inconsistent with the existing development of the residential neighborhood. Six-foot privacy fences may be placed along side and rear yards beyond the front building line without the need of a variance.

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The *clear visibility triangle* requirements at intersections allows for clear traffic view at each corner of an intersection of streets or driveways. Section 6.04.04 Visibility at intersections, of the LDC states the following:

- B. The clear visibility triangle shall be formed by lines from the point of intersection for a distance of twenty-five (25) feet, measured along the right-of-way line or edge of driveway.**
- C. Within that portion of a lot that lies within the clear visibility triangle, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of eighteen (18) inches and eight (8) feet above the average grade at the centerline of the right-of-way.**

The 6-foot vinyl privacy fence erected at the edge of the right-of-way could create a visual impediment for a vehicle backing out of the driveway that could conflict with pedestrian traffic on the sidewalk.

The proposed 3-foot picket fence, having no more than 50-percent opacity, should not impede traffic vision within the clear visibility triangles, provided that no hedge or planting is grown on it so that it does not impede the sight line of traffic at intersections.

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Driveway widths are regulated and located for the purpose of minimizing traffic conflicts (by guiding the number of vehicles that may cross traffic of the adjacent right-of-way to one at a

time), but also to minimize the area of impervious surface on the right-of-way shoulder that serves to collect stormwater runoff from the paved surface of the roadway. Inside the property lines, the driveway width is regulated, much like fences, to maintain visual harmony and design consistency within neighborhoods. Section 6.04.02 Access driveway design requirements, of the LDC states the following for residential driveways:

**E. Accessways and driveways shall comply with the following standards:**

- 1. Residential driveways shall be a maximum of ten (10) feet in width at the lot line and may increase to a maximum of twenty (20) feet in width.**

The residence with its single-car garage and the existing driveway would allow for a total of two parked vehicles. The widened driveway would allow for a third vehicle to be parked within the property lines. The request to widen the driveway by 10 feet (for a total driveway width of 26 feet within the property) is not uncommon to the neighborhood provided the driveway apron at the right-of-way (where the sidewalk crosses) is kept at the existing 16-foot vested width.

The driveway addition adds approximately 285 square feet of impervious surface area. This calculates to a total 26-percent lot coverage that is below the maximum 45-percent impervious surface ratio allowed for lots in the RW-Residential Waterfront zoning district.

**REQUIRED FINDINGS FOR GRANTING A VARIANCE:** Pursuant to Section 9.02.02 of the Crystal River Land Development Code, in order for an application for a variance to be approved or approved with conditions, the planning commission shall make a positive finding, based on the evidence submitted, with regard to each of the following conditions.

- 1. *There is a specific hardship affecting the development of the lot resulting from the strict application of the provisions of the LDC;*** The corner lot was developed in 1972, prior to current code standards. The single-family residence faces SE Kings Bay Drive, rather than SE 2<sup>nd</sup> Ct, but was setback and aligned to the other residences fronting SE 2<sup>nd</sup> Ct. This creates irregular front, rear and side yards for further development using current standards of the LDC.
- 2. *The hardship is not a result of actions of the owner and is not based solely on a desire to reduce development costs;*** The owner desires to fence to property and widen the driveway. These requests are not based on a desire to reduce development costs.
- 3. *The need for the proposed variance is due to the physical shape, configuration, or topographical condition of the lot in such a manner as to distinguish it from other adjacent or nearby lots or from other lots in the district;*** The subject lot having two street sides and located on a canal is subject to more restrictive setbacks and clear visibility triangle criteria which is not applicable to the other adjacent or nearby lots.
- 4. *The proposed variance is necessary to preserve a substantial property right where such property right is generally available to other property owners of adjacent or nearby lots or other lots in the zoning district;*** The request to erect a fence on the subject property is available to other property owners. However, the request for the 6-foot privacy fence along the front property line and the driveway clear visibility triangle is not a property right that is available to other nearby residential

lots without a variance of the LDC, and is inconsistent with historic development of the adjacent properties.

The request for the 3-foot picket fence is consistent with other fences erected on nearby residential lots. The request to widen the driveway is consistent with the current development of existing adjacent properties given the historical development of the subdivision.

5. ***The grant of the proposed variance does not confer on the applicant any special privilege that is prohibited by this LDC to other lands, buildings, or structures in the same zoning district;*** The proposed fence and driveway are allowed amenities that are considered accessory and incidental to the residential use of the property, and would not be prohibited uses to other lands, buildings, or structures in the same zoning district when constructed in strict conformance to the LDC.
6. ***The proposed variance does not substantially increase congestion on surrounding streets, does not increase the danger of fire or other hazard, and is not otherwise detrimental to the health, safety, or general welfare of the public;*** The proposal does not increase traffic impacts or increase the danger of fire or other hazard. However, the 6-foot vinyl privacy fence located at the edge of the right-of-way could create a visual impediment for a vehicle backing out of the driveway that could conflict with a pedestrian walking on the sidewalk.

The proposed 3-foot picket fence, having no more than 50-percent opacity, should not impede traffic vision within the clear visibility triangles, provided that no hedge or planting is grown on it so that it does not impede the vision of turning traffic. The request to widen the driveway by 10 feet (for a total driveway width of 26 feet within the property) is not uncommon to the neighborhood provided the driveway apron at the right-of-way (where the sidewalk crosses) is kept at the existing 16-foot vested width.

7. ***The development following the proposed variance is compatible with adjacent and nearby development and does not alter the essential character of the district;*** The proposed 3-foot picket fence and request for widening the driveway is found compatible with adjacent and nearby development, and is not found to alter the essential character of the district. However, the proposed 6-foot fence erected at the front property line on SE Kings Bay Drive is found to be inconsistent and incompatible with the adjacent neighborhood. The 6-foot privacy fence could be erected to follow the existing building setback line of the house so that it meets the required setback of the LDC.
8. ***The variance granted is the minimum variance that results in reasonable use of the land, building, or structure;*** The proposed 3-foot picket fence and the widening of the driveway are considered to be minimum variances that result in the reasonable use of the land. However, the proposed 6-foot privacy fence when erected along the front property line is not considered to a reasonable request for making use of the land.
9. ***The effect of the proposed variance is consistent with the general intent of the LDC and the specific intent of the relevant standards and criteria; and*** The proposed 3-foot picket fence and the widening of the driveway are considered consistent with the general intent of the LDC. The

proposed 6-foot privacy fence is not consistent with the general intent of the LDC due to safety issues (as specified above in Finding 6.)

**10. *The effect of the proposed variance is consistent with the comprehensive plan.*** The proposed 3-foot picket fence and the widening of the driveway are considered consistent with the Comprehensive Plan. The effect of the proposed variance for the placement of the 6-foot privacy fence may be eliminated by relocating it to meet the front yard setback (as specified above in Finding 7.) to be consistent with the intent of the following policy of the Future Land Use Element of the Comprehensive Plan:

**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.

**Policy 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.

Staff supports the request for the proposed 3-foot picket fence and the widening of the driveway as presented by the property owner. Staff can not support the request for the proposed 6-foot privacy fence as presented by the property owner due to inconsistencies with the LDC and safety issues stated in the herein.

**PLANNING COMMISSION ACTION:** The Planning Commission shall approve, deny, or approve with conditions the application for variance, based upon making positive findings regarding conditions set forth in subsection 9.02.02. A., of the LDC.

**ATTACHMENTS:**

1. PowerPoint Presentation
2. Notification Letter
3. Site Plan/Application submittal with Backup

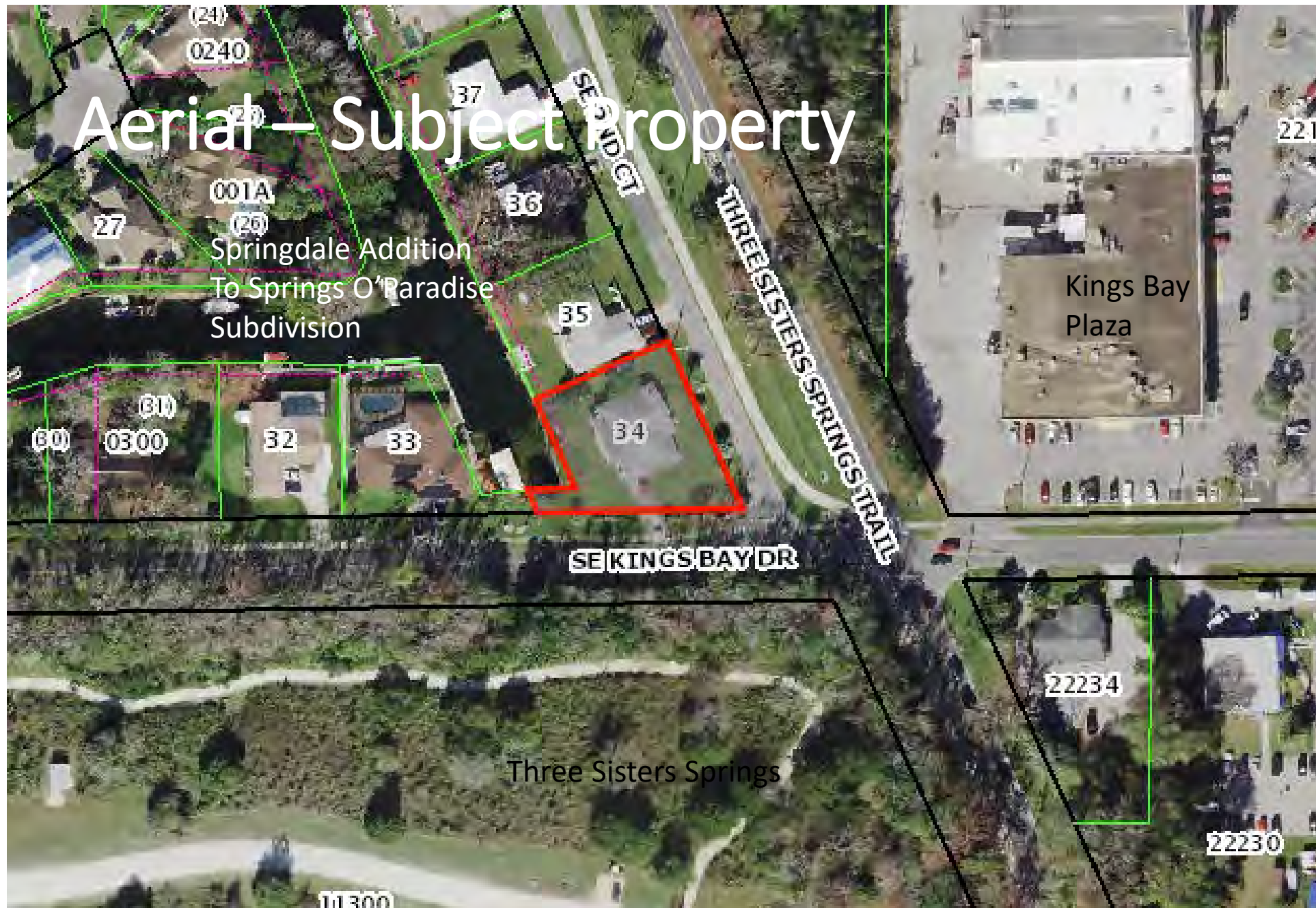


**V21-0007**

**Variance Request**

**M. Joriane Horning for  
Wealth Trust Services, Inc.**

# Aerial – Subject Property



# Variance 1 Request – Fence Height



**68-3/8 Tall x 68" Long**  
LOCATION SHOWN IN BROWN



# Variance 2 Request – Clear Visibility Triangle



3' Tall x 8' Long

LOCATION SHOWN IN BLUE





# Variance 3 Request – Driveway Width



Expand existing  
16-foot driveway to  
26 feet wide

Rendering as presented by applicant



3' Tall x 8' Long



68-3/8 Tall x 68" Long

{



**APPLICATION PENDING**  
FOR THE DEVELOPMENT OF THIS PROPERTY  
PUBLIC INPUT ACCEPTED  
CONTACT: CITY OF CRYSTAL RIVER  
DEPT. OF PLANNING & DEVELOPMENT SERVICES  
**(352) 795-4216**  
APPL# *Variance 21-000*  
DO NOT REMOVE THIS SIGN UNDER PENALTY OF LAW

SE KINGS BAY DRIVE

25





SE KINGS BAY DRIVE

SE 2<sup>ND</sup> COURT

SE KINGS BAY DR  
27



# QUESTIONS?

**V21-0007**

**Variance Request**

**M. Joriane Horning for  
Wealth Trust Services, Inc.**



## City of Crystal River

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

Variance Application No. V21-0007

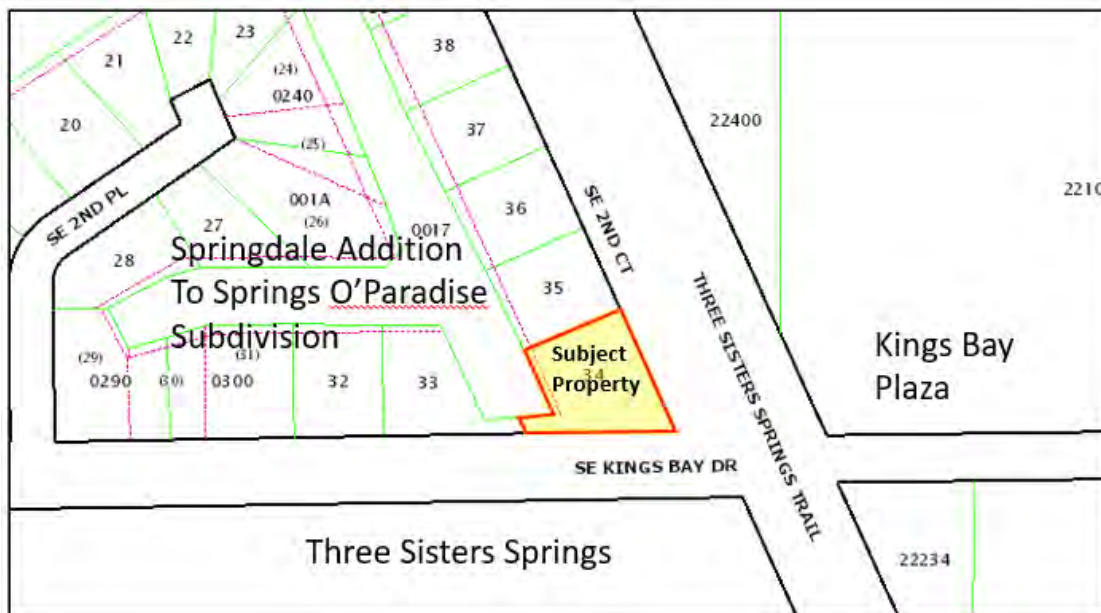
August 16, 2021

### NOTICE OF A REQUEST FOR VARIANCE FROM THE CITY OF CRYSTAL RIVER LAND DEVELOPMENT CODE

Dear Property Owner:

Please be advised that M. Joriane Horning for Wealth Trust Services, Inc has made a formal application to the City of Crystal River for a three-part Variance request of the City of Crystal River Land Development Code (LDC) for a single-family residence to allow for 1) a fence exceeding the maximum height requirement of four feet when placed in the front yard pursuant to Section 5.01.11 Fences, hedges, and walls; 2) the placement of a fence within the required 25-foot clear visibility triangle pursuant to Section 6.04.04 Visibility at Intersections; and 3) a residential driveway exceeding the maximum width requirements of ten feet at the lot line that may increase to a maximum twenty feet pursuant to Section 6.04.02 Access and driveway design requirements, of the LDC. on property located in Section 21, Township 18S, Range 17E; specifically, Lot 34 of Springdale Addition to Springs O'Paradise (Parcel ID: 17E18S21 0180 0340 AK#1077583) which address is 222 SE Kings Bay Drive, Crystal River. A complete legal description of the property is on file with the Planning and Development Services Department.

Subject Property Address: 222 SE Kings Bay Dr., Crystal River, FL



You are being sent a notification because you are located within 300 feet of the subject property. Please be advised that a Quasi-Judicial Public Hearing will be held on **Thursday, September 2, 2021, at 5:30 p.m.** before the City Planning Commission at City Hall, 123 NW Highway 19, Crystal River, FL 34428 if you wish to speak for or against this request for a Variance from the City of Crystal River Land Development Code. The applicant's presence is requested at the public hearing.

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

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

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

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

Sincerely,

Jeanette Rehberg,  
Zoning Administrator  
City of Crystal River  
Planning and Community Development Department





# VARIANCE APPLICATION

Dept. of Planning & Community Development  
123 NW Highway 19  
Crystal River, FL 34428  
352-795-4216, ext. 306  
Fax: 352-795-6245

Return to: [development@crystalriverfl.org](mailto:development@crystalriverfl.org)

P221-0086

V21-00007

Office Use Only: Paid _____	Date _____
Residential - \$250	Commercial - \$500

### Applicant Information:

Name: M Jorion Harning common wealth Trust services, LLC Phone: 813 363 1371  
 Street Address: 222 SE Kings Bay Dr CITY ST ZIP 34429  
 Email Address: joriharning@gmail.com

### Site Information:

Site Address: 222 SE Kings Bay Dr  
 Alt Key #: \_\_\_\_\_ Parcel Id # 17E185210180 0340  
(AVAILABLE AT THE CITRUS COUNTY PROPERTY APPRAISER'S WEBSITE: [www.citruspa.org](http://www.citruspa.org))

Legal Description: Lot 34 Springdale Addition to Springs O' Paradise Plat Book 5 page 38 of Public Records Citrus County  
 \_\_\_\_\_  
 \_\_\_\_\_  
(or attach description on a separate page)

Subdivision: Springs O' Paradise Lot: 34 Block: \_\_\_\_\_

Current Zoning District: \_\_\_\_\_

Flood Zone: \_\_\_\_\_ Base Flood Elevation: \_\_\_\_\_  
(This information shall be based on the latest Flood Insurance Rate Maps)

*The applicant for a variance has the burden of proof of demonstrating that the application for a variance complies with each of the requirements of Section 9.02.02(A).*

**Variance Request:** Please enter a description of request and Land Development Code Sections that pertain to the requested action.  
[https://library.municode.com/fl/crystal\\_river/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_APXALADE\\_CO\\_CH9VACORE\\_9.02.00VA](https://library.municode.com/fl/crystal_river/codes/code_of_ordinances?nodeId=PTIICOOR_APXALADE_CO_CH9VACORE_9.02.00VA)

see attached

**RECEIVED**  
 JUL 28 2021  
 BY: JM

	9. The effect of the proposed variance is consistent with the general intent of the LDC and the specific intent of the relevant standards and criteria. <i>(Will what you are proposing have any negative effects on your neighbors or any other property or to public property?)</i>
	10. The effect of the proposed variance is consistent with the comprehensive plan. <i>(City staff will assist with this.)</i>

**Notes:**

1. Any variance authorized by the Planning Commission, and not used and acted upon by the applicant, or the applicant's successor in interest, within one (1) year from the date on which the decision of the Planning Commission is reduced to a written order, or if appealed, the date on which the order becomes final, shall be deemed abandoned and be void and of no further force and effect.
2. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
3. A variance shall not be granted which authorizes any use or standard that is expressly prohibited by this LDC.
4. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts shall be considered grounds for the authorization of a variance.

**Attachments:**

1. Deed or other proof of ownership.
2. A site plan, if applicable
2. Elevations if applicable

*M. Jorice Hanning*  
 SIGNATURE     Owner     Agent

7/28/21  
 Date

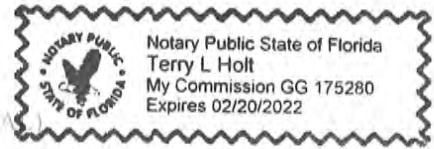
M Jorice Hanning  
 PRINT NAME

STATE OF FLORIDA

COUNTY OF Citrus

The foregoing instrument was acknowledged (Or Affirmed) before me this 28<sup>th</sup> day of July, 2021, who is/are personally known to me or has/have produced FL DL as identification.

*Terry L Holt*  
 Notary Public



With regards to the fencing ordinances 5.01.11 request we request two different variances to the fencing ordinances the first one is to be able to use a 6 ft panel fence to the left of the house because of the way the house faces ( based on garage & front door facings) on the property the only place to put a pool is in the side yard near the canal, based on amount of space and what is typical for the area. We would like to be able to use the 6ft fence on the front property line so that the pool can be afforded privacy from the traffic of SE Kings Bay Dr.

The second fencing variance we are requesting is to the corner of the lot, we would like to be able to run a 3 ft fence with only a set back of 10ft from SE Kings Bay Dr and 15 Ft from SE 2<sup>nd</sup> CT.

We would like to request a variance so that we are able to utilize that area of the front & side yard with out risks to our children playing out front. The height of the fence and the angle of the intersection should not impede visibility.

We are also requesting a variance to the driveway ordinance 6.04.02 which has a maximum driveway width of 20 ft. We would like to be able to add a wider pad in the front yard making the width of the driveway on our property up to 26ft wide so we are requesting 6ft additional to the ordinance that way there is room to fit two vehicles on the property with space to exit them and move around them, without the vehicles being on the yard.



3' Tall x 8' Long



68-3/8 Tall x 68'' Long



Current 40x40 Visibility setbacks

Proposed 10x15 Setback

















Prepared by and Return to:  
August Bylloft, Esq.  
Common Wealth Trust Services, LLC  
122 E. Lake Ave, Longwood, FL 32750

Parcel ID: 17E18S210180 0340

Wolinkawick TN322106006

No Title Search Performed, No Title Opinion Rendered

Space above this line reserved for recording office use only

## WARRANTY DEED TO TRUSTEE UNDER 222 KINGS-BAY LAND TRUST

THIS WARRANTY DEED made this 7<sup>th</sup> day of July, 2021, by Julia Lynn Peterson Bryce (a/k/a Lynn Bryce), individually and as Trustee(s) of The David and Mildred Peterson Trust dated July 20, 1998, whose address is 170 W Riddle Rd, Manchester, TN 37355, hereinafter referred to as Grantor, to Common Wealth Trust Services, LLC, a Florida Limited Liability Company, as Trustee of the 222 Kings Bay Land Trust, dated July \_\_, 2021, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described, whose address is 122 E. Lake Avenue, Longwood, Florida 32750, hereinafter referred to as Trustee.

### WITNESSETH:

That the Grantor, for and in consideration of the sum of ten dollars and no-cents (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situate in **Citrus County, Florida**, located and described as follows:

**Lot 34, Springdale Addition to Springs O'Paradise, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 38, of the Public Records of Citrus County, Florida.**

**a/k/a: 222 SE Kings Bay Drive, Crystal River, Florida 34429**

This conveyance is subject to:

- I. Taxes and Assessments for the year 2020 and subsequent years.
- II. Zoning and other governmental regulations.

Said property is not the homestead of the Grantor(s) under the laws and constitution on the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the 222 Kings Bay Land Trust (Trust Agreement).

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money,

rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument

The interest of each beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the corporate dissolution of the Trustee, the successor trustee shall be N/A. Title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

This deed is given and accepted in accordance with Section 689.073, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property, which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee", and "Beneficiary" are used for singular or plural, as context requires.

Signed and sealed in the presence of two Witnesses:

Grantor:

[Signature]  
Print Name: Amy Cowart

[Signature]  
By Julia Lynn Peterson Bryce, Trustee  
By Julia Lynn Peterson Bryce (a/k/a Lynn Bryce)  
Individually and as Trustee of the  
David and Mildred Peterson Trust  
dated July 20, 1998

[Signature]  
Print Name: Kelley Paul

STATE OF FLORIDA  
COUNTY OF Citrus

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of July, 2021 by Julia Lynn Peterson Bryce (a/k/a Lynn Bryce), individually and as Trustee(s) of The David and Mildred Peterson Trust dated July 20, 1998.

[Seal]

[Signature]  
Signature of Notary Public  
 Personally Known or  Produced Identification  
Type of Identification Produced ausiense





## MANAGEMENT AGREEMENT FOR TRUST REAL ESTATE

THIS AGREEMENT dated this 6 day of July, 2021, is made by and between **Common Wealth Trust Services, LLC**, as Trustee of the **222 Kings Bay Land Trust dated July 6, 2021**, hereinafter referred to as Trustee, and **Four T's Retreat Incorporated**, hereinafter referred to as Management.

1. AGENCY: Trustee hereby employs Management to lease, to option and/or to manage Trustee's real estate, hereinafter referred to as Property, located and described as follows:

**Lot 34, Springdale Addition to Springs O'Paradise, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 38, of the Public Records of Citrus County, Florida.**

**a/k/a: 222 SE Kings Bay Drive, Crystal River, Florida 34429**

**Parcel ID: 17E18S210180 0340**

2. DUTIES OF MANAGEMENT. In order to properly manage and lease the property, Management shall have the following duties and responsibilities:

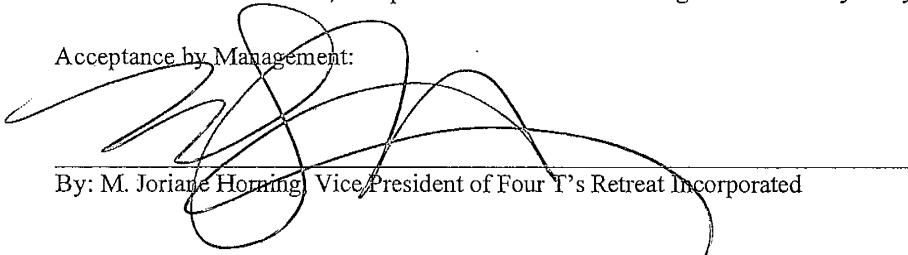
- a. BEST EFFORTS. Management shall use its best effort to attract and retain tenants for the Property. This includes handling of all inquiries and requests from the tenants or prospective residents/
- b. NEGOTIATIONS. Management shall have the power to negotiate and enter into contract with others with respect to renovation, to repair; to contract to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to carry back seller financing: from time to time to contract to lease, with leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter: and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: to enter into contract to exchange said property, or any part thereof, for other real or personal property, to negotiate easements or charges of any kind to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, including filing lawsuits and hiring counsel. In the absence of any such written directions to the contrary, Management is free to operate under best efforts, best practices judgments.
- c. REPAIRS AND MAINTENANCE. Management shall contract for or undertake the making of all necessary repairs and the performance of all other necessary work for the benefit of the Property on behalf of its Trustee including all required alterations to properly carry out this Agreement.
- d. MORTGAGES AND OTHER EXPENSES. From the rents received, Management shall pay all operating expenses including the payment of mortgages and property, sanitary or other taxes.
- e. COLLECTION OF RENTS. Management shall collect all rents and other income from the Property promptly when such amounts become due taking all necessary steps to collect same and performing all reasonable acts on behalf of Trustee. Management is empowered to take any legal action necessary to gain possession of the Property, or to collect any amounts due.
- f. FINANCIAL RECORDS. All monies collected by Management shall be deposited into Management's bank account or accounts. Management may withdraw monies from such accounts as necessary to properly perform this contract and in payment of compensation as required by this Agreement.

3. COMPENSATION OF MANAGEMENT. Upon additional written agreement of the parties, Trustee may compensate Management for its services the sum of TEN DOLLARS (\$10.00) per month or 1% of collected rents, on a monthly basis. Any amounts due under said agreement will be payable to Management when such funds become available from the amounts collected by Management according to this Agreement. No compensation shall be due or payable for any month the property is vacant.

4. DUTIES OF TRUSTEE. Trustee will provide all necessary documents and records and fully cooperate with Management in all matters with respect to this Agreement and performance of its duties. Upon request, Management will provide Trustee with evidence of property hazard insurance.
5. INDEMNITY. Trustee shall indemnify and hold Management completely harmless with respect to liability and damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the property or out of any matter or thing with respect to which it is elsewhere in this Agreement provided or agreed that Management shall not be under responsibility. Trustee herewith grants Management, during the term of this Agreement and until this Agreement is terminated, the right to be named as an "Additional Insured" on any property hazard insurance coverage on any of the Trust's property covered under this Agreement. However, Trustee will not indemnify Management against the willful misconduct of Management, its employees, officers, contractors, etc.
6. TERM OF AGREEMENT. This Agreement shall continue for a period of one year(s) from the date hereof, and shall be automatically renewed from year to year unless terminated by either party without cause upon written notice sent to the other party not less than sixty (60) days before any expiration or termination.
7. TERMINATION OF AGREEMENT. This Agreement may be terminated: at any time by either party upon giving the other party thirty (30) days written notice for any reason or in the event of a bona fide sale of the Property; or without notice and immediately in the event Management fails to discharge the duties of Management faithfully in the manner herein provided.
8. NOTICES. All written notices to Trustee or to Management may be addressed and mailed.
9. MODIFICATION. This Agreement may only be modified or amended by written agreement executed by the parties.
10. WHO IS BOUND. This Agreement is binding upon the parties hereto, their representatives, successors and assigns.
11. GOVERNING LAW. All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach), shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in **Citrus County, State of Florida**. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually occurred regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, said parties have executed this Agreement the day and year first above written.

Acceptance by Management:

  
By: M. Jorjane Homing, Vice President of Four T's Retreat Incorporated

Trustee: Common Wealth Trust Services, LLC, as Trustee of the 222 Kings Bay Land Trust

By: August Bylott as Authorized Signer and not personally under F.S. 689.073