

Office of Planning and Development
Tom Deardorff, AICP, Director

Land Development Division



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(863)534-6792
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Board of County Commissioners

AGENDA FOR DEVELOPMENT REVIEW COMMITTEE

DATE: October 22, 2015
TO: Development Review Committee Members
FROM: John M. Bohde, AICP, Director
Tom Pierce, Sr, Development Review Specialist
SUBJECT: Meeting Schedule for November 05, 2015

The Development Review Committee will meet on **Thursday, November 5, 2015 IN THE LAND DEVELOPMENT DIVISION (PLANNING CONFERENCE ROOM 2ND FLOOR)**

LEVEL 1 PRE-APPLICATION REQUESTS WILL START AT 8:30 A.M.

ALL OTHER LEVELS OF REVIEW WILL BE SCHEDULED BY APPOINTMENT.

Please bring all case files and pertinent information on the cases listed in the attached agenda to the meeting.

If you have any questions, please contact my office at (863) 534-6792.

MC/BG

Attachments: Pre-Application Request

- 8.) TWIN LAKES MODIFICATION
RONALD CLARK
(863)647-5337 x Project #: 53604
The Applicant is seeking a one year extension from Condition #8 (already had a 4 year extension) New date to expire is November 12, 2016.

CU 08-30
~~MODIFICATION~~
242918-000000-044040
242918-000000-044020

The applicant is seeking to modify the existing PD 06-14 (expiration of the PD) and obtain approval for a Group Living Facility/Congregate Care and Assisted Living Facility. (DMS 47988)

LEVEL 4 APPLICATIONS

LEVEL 4 DISTRICT CHANGE

- 9.) VELEZ DISTRICT
MARK BENNETT
(863)669-0108 x Project #: 58251
change 44 +/- acres from RCC to RCC-R

LDC 16D-01

273212-000000-022100
273212-000000-022020
~~273213-000000-011010~~
273212-000000-022110
273213-000000-011020
273213-000000-011080



PRE-APPLICATION CONFERENCE **RECEIVED** Growth Management Department Land Development Division

\$100.00 FEE SEP 22 2015 LAND DEVELOPMENT

330 W. Church St. P.O. Box 9005, Drawer GM03 Bartow, FL 33831-9005 (863)534-6792 SUNCOM 569-6792 FAX (863) 534-6407

The cut-off for this application is every Wednesday at 3:00PM to be heard at the next available Development Review Committee (DRC) meeting. DRC meetings are held every Thursday. This application will be heard approximately two weeks after submittal.

Appointment Date and Time: 11-5-15 Project Number (For office use only) 58199

Louis Amato (239) 248-8632 APPLICANT/PROJECT NAME PHONE FAX 28209 Jewel Fish Ln., Bonita Springs, FL 34135 MAILING ADDRESS louis@louamato.com E-mail Address

Lou Amato (239) 248-8632 CONTACT PERSON (if different from applicant) PHONE FAX 28209 Jewel Fish Ln., Bonita Springs, FL 34135 MAILING ADDRESS louisqa@louamato.com E-mail Address

Application Requirements (must be attached and submitted in 8 1/2" x 11" only)

- Project Narrative (ie: Number of dwelling units or square footage)
Aerial with site identified
Site Plan
Location Map (vicinity map)
Confirm the Land Use District and Development Area on the bottom part of this page.

Amendment Type [] Text Amendment [] Map Amendment

Acres 2

Tax Identification Number

Table with 3 columns: Section-Township-Range, Subdivision #, Parcel #. Row 1: S 28 T 31 R 30 - 000000 - 042020

Current Land Use District Agricultural Residential Rural (A/RR)

Current Development Area N/A

Note: Pre-application forms will not be accepted without the required attachments and the requested information provided.

Louis Amato Project Narrative

430 Airport Road, Frostproof, FL 34135

It is my intention to build a 60' x 40', 2,000 square foot metal storage building on my two acre lot at 430 Airport Road (the "subject property") in the Lake Clinch Airpark residential aviation community. Lake Clinch Airpark is an unrecorded subdivision located in the unincorporated area of Polk County, initially developed in the early 1970s.

The community is comprised of 13 homes, 12 of which already have existing storage buildings, primarily used as hangars for aircraft.

In 2003, my wife and I received approval from Polk County to construct a home and hangar on the adjoining lot, 446 Airport Road. (See P03-118 and WA03-82; CMS Project Project # 23080103)). Prior Conditional Use Permits granted within the subdivision for the construction of storage/hangar buildings include the following:

Suoto 87-33

Wentz 88-015

Dodd 90-17

Petillo 91-018

Reed 94-043

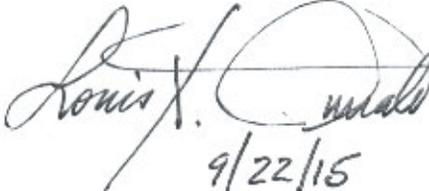
Nelsen 96-05

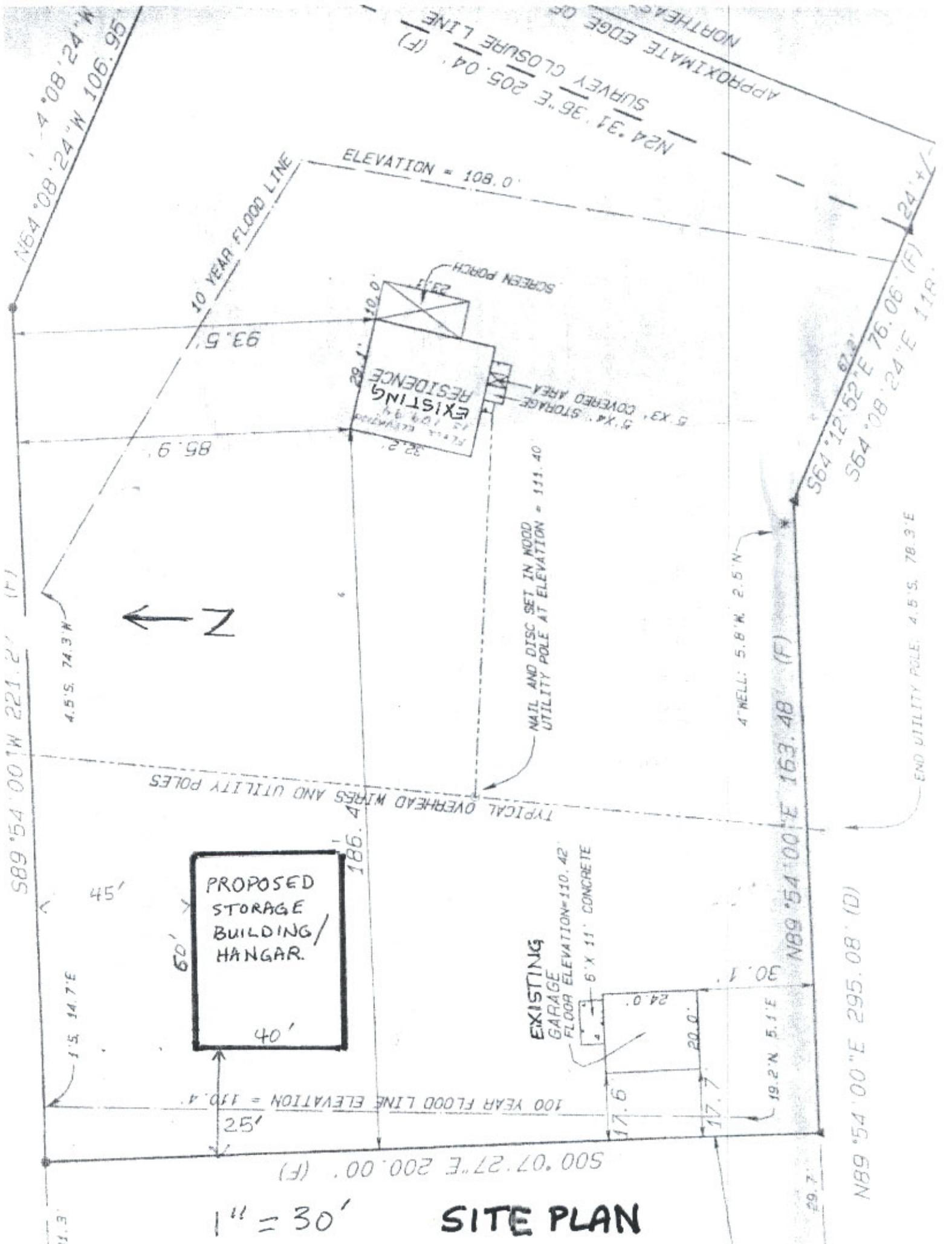
The subject property has a 900 square foot home and small detached garage built in approximately 1975, but is the only lot on which a hangar has not yet been built. We acquired the subject property two years ago and currently have the home at 446 Airport Road for sale. Our intention is to "downsize" and move to the subject property upon the sale of 446 Airport Road.

Other than the proposed storage building, we have no plans for improvements to the subject property.

As this is a long-established residential aviation community and the only lot without a hangar, I believe that the proposed structure is entirely in keeping with the surrounding community. The Covenants for the community were recorded in 1986 and include the subject property within its original boundaries.

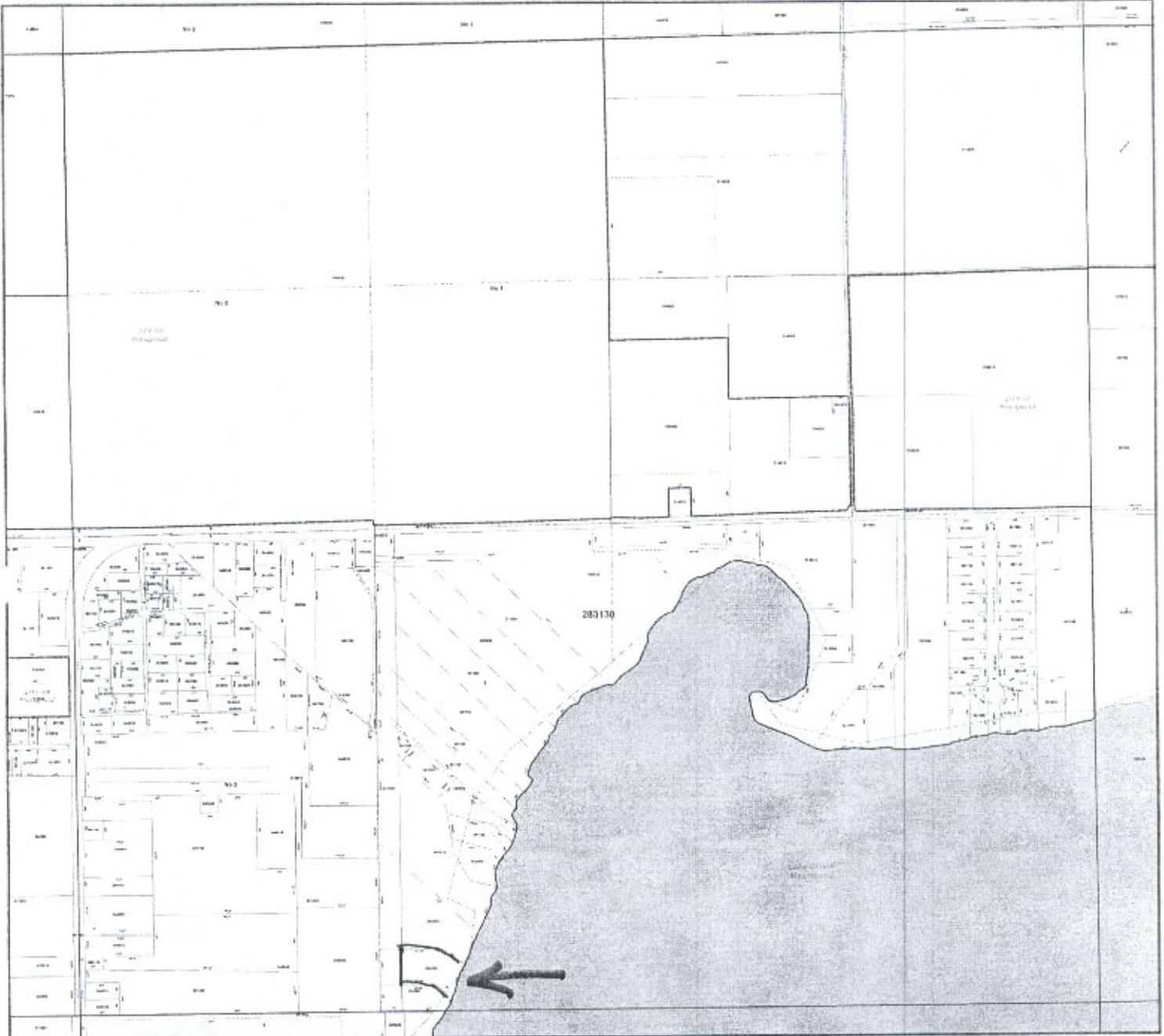
I wish to use the pre-application process to make sure that I am complying with all applicable land use regulations.


9/22/15



1" = 30'

SITE PLAN



All of Section 30 Twp. 31 Rge. 28
 Acres: 693 +/-

1 Inch = 200 Feet



Map is 20% larger than recorded data for planning purposes only. Accuracy: 1/4" = 100' ±

Date Printed: 6/1/2015

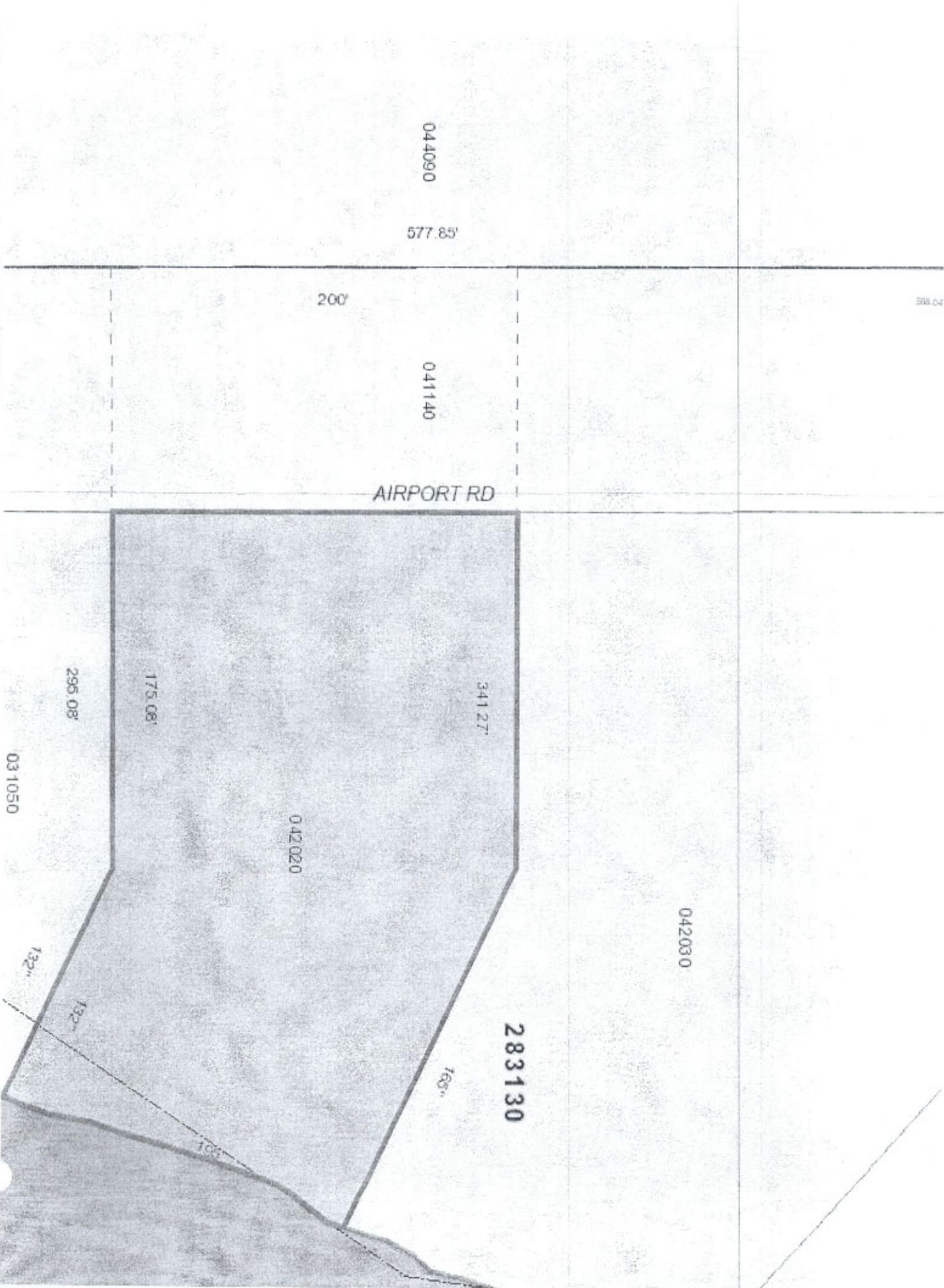


Legend

- Parcel Lines
- Lot Lines
- Subdivision Lines
- Municipal Lines
- Easement Lines
- Section Lines
- Quarter Section Lines
- Meander Lines
- RR Lines
- Water Bodies



Prepared by the Office of
Mark M. Foss, CPA, ASA
 Property Appraiser
 Palm County, Florida
 200 South Wilson Avenue • Palm Bay, Florida • 32909-2000
 (888) 334-4777



Google Maps 428 Airport Rd

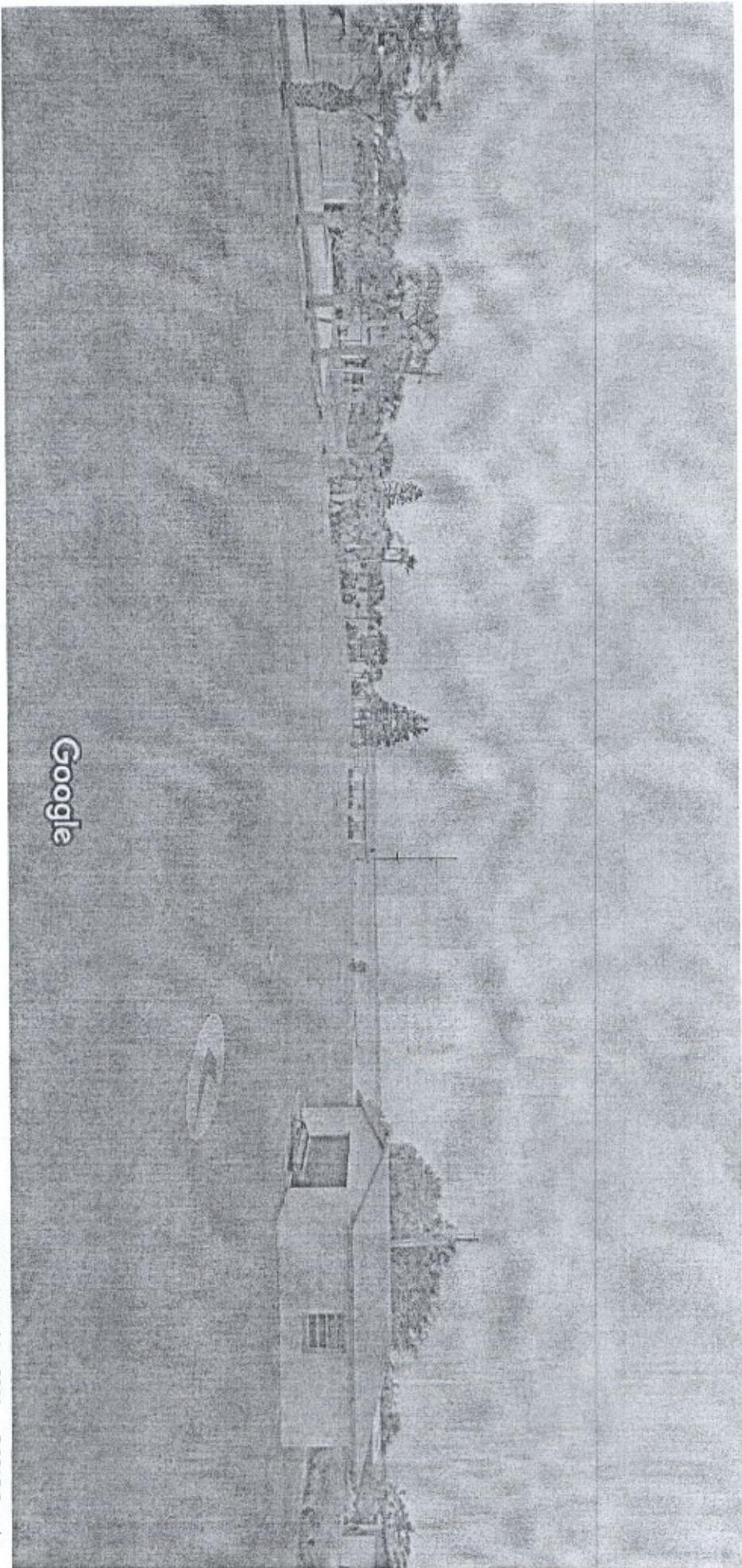


Image capture: May 2011 © 2015 Google

Frostproof, Florida

Street View - May 2011

Google Maps 426 Airport Rd

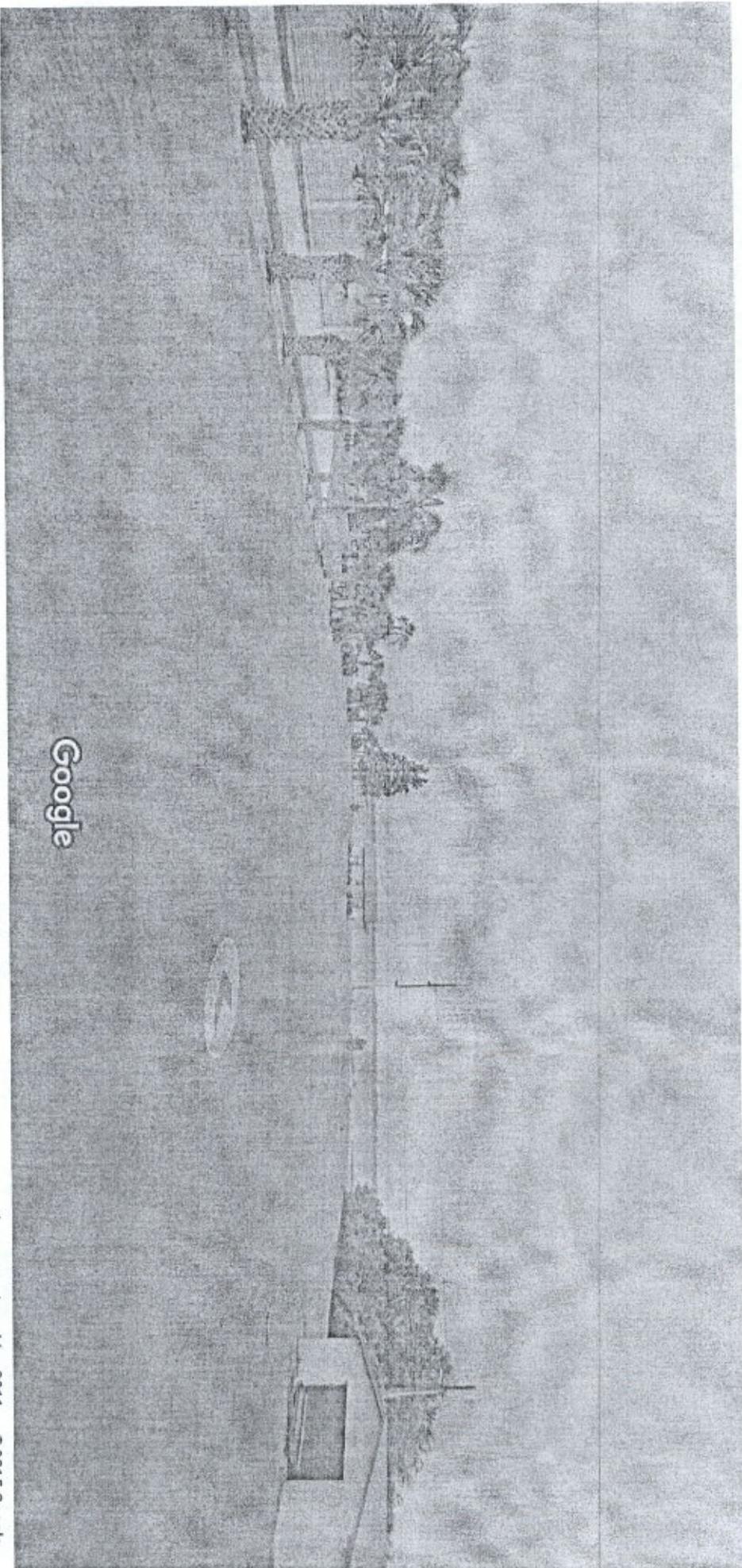


Image capture: May 2011 © 2015 Google

Frostproof, Florida

Street View - May 2011

SUBMITTED 2003

Attachment to Pre-Application Conference Submission

Our intention is to build a single family home, sixty by sixty, with 2,100 feet under air. In addition, we wish to build an accessory building for a detached garage, hangar and storage. The address of the property is #13 Airport Road, in the unincorporated area of Frostproof along the northwest corner of Lake Clinch, within an unrecorded subdivision known as "Lake Clinch Air Park", which has been in existence since the 1960s.

The Subject Property is comprised of two lots, noted as Parcel "A" and Parcel "B" in the attached boundary survey, Exhibit "A". The Subject Property is located within "Lake Clinch Airpark", which has been in existence, as noted above, for more than 30 years. There are thirteen lots which have access to the north-south runway which runs along the west line of the property. There is an access road that runs along the east side of the runway, between the runway and the west property line of the lots in the neighborhood.

All of the lots within the subdivision, with two exceptions, have hangars/storage buildings. In addition, one additional lot, not within the original subdivision (Nelsen) was given access to the runway. With the exception of the Nelsen property, all lots along the runway are part of the original airpark.

An initial review of public records indicates that the following CUP's have been granted pertaining to the construction of hangar/storage buildings within the airpark:

Suoto	87-33
Wentz	88-015
Dodd	90-17
Petillo	91-018
Reed	94-043
Nelsen	96-05

While I have not had the opportunity to review the above noted CUP's in detail, I believe it is the Suoto CUP of more than fifteen years ago which includes the map attached as Exhibit "E". That map shows (1) the existing airstrip and road easement, and (2) the two parcels which now comprise the Subject Property, indicated as "1-A" and "Frostproof Trust". In addition, the Covenants, (Exhibit "F" to this submission, clearly indicates that both parcels "A" and "B" were included within the original subdivision. Accordingly, our intention is not to "add" the Subject Property to the airpark. Rather, it has been an integral part of the airpark since its inception.

I also draw your attention to the attached Covenants which have codified the governance of the airpark since 1986. In addition to the dedication and maintenance of the private access road, known and posted as "Airport Road", (See Vicinity map, Exhibit "D"), the covenants restrict the utilization of the grass strip runway. For instance, only daytime, VFR operations of single engine aircraft of less than 300 hp are permitted. No commercial operations are permitted. In addition, provision for assessment of maintenance costs and the like are also included in the

covenants.

We would like to begin construction of the home and hangar as soon as possible. We would appreciate your advise as to the steps required to effectuate this.

DECLARATION OF LAKE CLINCH AIRPARK

THIS AGREEMENT by and between James E. Hodges and Betty Jane Hodges, his wife; William J. Dodd and Ethel N. Dodd, his wife; A. H. Kelch and Lois D. Kelch, his wife; Curtis E. Pitts and Willie Mae Pitts, his wife; Donald B. Lovern and Nancy G. Lovern, his wife; Russell W. Riter and Kathryn B. Riter, his wife; Joseph A. Geromi and Virginia Geromi, his wife; Patricia Friedman; Alfred M. Sears, Jr.; Clinch Lake Fruit Company by its president, Jon S. Kline; Northend Airport Trust by its Trustee, William J. Dodd; Frostproof Airport Trust by its Trustee, William J. Dodd; and Frostproof Airpark Trust by its Trustee, A. H. Kelch, as landowners.

WHEREAS, the parties to this Declaration own individual parcels of land located in Section 30 and Section 31, both in Township 31 South, Range 28 East, Polk County, Florida, and

WHEREAS, part of each parties' parcel is being used and has been used since 1975 for the purpose of ingress and egress and for use as an airstrip, the whole said airstrip being more particularly described as follows:

That part of U. S. Government Lot 1 in the SW 1/4 of Section 30, Township 31 South, Range 28 East described as follows: The West 120 feet of that part of Lot 1 lying South of the culvert across said Lot 1 and the West 110 feet of that part of said Lot 1 lying North of said culvert; and the East 105 feet of the West 1772 feet of the North 330 feet of U. S. Lot 1 in Section 31, Township 31 South, Range 28 East. AND

WHEREAS, the parties have currently applied for a license from the State of Florida, Department of Transportation for the operation of the Lake Clinch Airpark on the above described real property, and

WHEREAS, the parties for convenience and efficiency wish to create a separate entity, more specifically a non-profit corporation to own, manage and operate the airstrip.

NOW THEREFORE IN CONSIDERATION of the covenants and mutual promises, the parties hereby agree as follows:

1. The parties agree to incorporate a Florida corporation not for profit to be known as Lake Clinch Airpark Association,

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*1/4 to Douglas, Blackburn, Caring...
Office Copy*

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Inc., pursuant to Chapter 617 of the Florida Statutes. The parties authorize A. H. Kelch and William J. Dodd to be the incorporators of said corporation. A copy of the proposed Articles of Incorporation is attached hereto as Exhibit "A".

2. Purpose of non-profit corporation. The purpose of Lake Clinch Airpark Association, Inc., shall be to own, maintain and operate an airpark already in existence located in Section 30 and Section 31, both in Township 31 South, Range 28 East, Polk County, Florida, and more particularly described as follows:

That part of U. S. Government Lot 1 in the SW 1/4 of Section 30, Township 31 South, Range 28 East described as follows: The West 120 feet of that part of Lot 1 lying South of the culvert across said Lot 1 and the West 110 feet of that part of said Lot 1 lying North of said culvert; and the East 105 feet of the West 1772 feet of the North 330 feet of U. S. Lot 1 in Section 31, Township 31 South, Range 28 East.

3. Conveyance of properties to Lake Clinch Airpark Association, Inc. Upon the incorporation of Lake Clinch Airpark Association, Inc., the parties hereby agree to convey to Lake Clinch Airpark Association, Inc., ownership to the existing airstrip described above. Each such conveyance shall include a right of reverter to be effective in the event of the abandonment of the Airstrip. Attached as Exhibit "B" is a list of the individual parcels to be conveyed to the Lake Clinch Airpark Association, Inc., and the name of the owners for each parcel. Attached as Exhibit "C" is a copy of a survey dated March 1, 1984, showing the existing Airstrip and the parcels to be conveyed.

4. Membership and Voting Rights.

Section 1. Members. Every person or entity who is a record owner of a fee interest in any portion of the airstrip now existing and who conveys property to the Association pursuant to this Declaration shall be a member of the Association; provided, however, each such parcel to be conveyed shall carry with it but one membership. Membership in the Association shall run with the land conveyed; provided, however, this shall not operate to increase the number of members. There shall be initially thirteen (13) members. The foregoing is not intended to include persons or entities who hold an interest in a parcel merely as

lessee or security for the performance of an obligation. All members of the Association shall be governed and controlled by the Articles of Incorporation and the By-laws thereof. A copy of the proposed By-laws is attached as Exhibit "D".

Section 2. Corporate Membership. If any membership is owned by a corporation, the use of the airstrip shall not extend to all shareholders of the corporation, but only to one shareholder to be designated by the corporation, which designation cannot be changed except upon an affirmative vote of two-thirds of the membership.

Section 3. Voting Rights. The Association shall have one class of voting membership which shall consist of all members. Each member shall be entitled to one (1) vote.

Section 4. New Members. New members may be admitted to membership in the Association only on making application therefore and on being elected by an affirmative vote of two-thirds (2/3) of the then existing membership. Application for membership shall be in such form as shall be prescribed by the Board of Directors.

5. Airstrip.

Section 1. Obligations of the Association. The Association, subject to the rights of the members set forth in this Declaration, shall be responsible for the exclusive management and control of the Airstrip and all improvements thereon, shall pay all real and personal property taxes which may be separately assessed against the Airstrip and all property located thereon, and shall keep said premises in good, clean, attractive, and sanitary condition, order and repair. No member or members may exercise any control or possession of the Airstrip or any portion thereof, and it is expressly understood that the right of each member with respect to the Airstrip, regardless of the ownership thereof, is limited as provided herein.

Section 2. Drainage and Utility Easements. A non-exclusive perpetual easement is hereby established within the Airstrip for the installation, maintenance and operation of drainage facilities and public or private utility services which

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the Association deems necessary or appropriate to service the property or any portion thereof, provided the same does not interfere with the use of the subject property as an airstrip. Nothing contained in this Section shall be deemed to be a current dedication or grant of easement in favor of any provider of utility services to the property or the general public.

Section 3. Extent of Member's Rights. The use and enjoyment of the rights created by this Declaration shall be subject to the following:

- (a) the terms and provisions of this Declaration and all easements and rights created or granted hereby;
- (b) the right of the Association to exclusively manage, maintain and control the Airstrip and to establish reasonable rules regarding the use thereof;
- (c) the right of the Association to suspend the right to use the Airstrip as provided in Section 5 below.

Section 4. Restriction on and Delegation of Use. The use of the Airstrip is restricted to the members provided, however, any member may delegate, in accordance with the By-laws of the Association, or the rules and regulations adopted by the Board of Directors, his right of enjoyment in and to the Airstrip to the members of his family, his guests, or contract purchasers who actually reside on a parcel immediately adjacent to the Airstrip by such member, subject to such general regulations as may be established from time to time by the Association.

Section 5. Use of Airstrip.

- (a) General. All members and their guests shall have the right to use the Airstrip for civil aircraft either owned or leased by them, subject to the terms, conditions, limitations and restrictions contained in this Declaration.
- (b) Rules and Regulations. The Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airstrip, provided that such rules and regulations shall be consistent with safety requirements and all statutes, ordinances, rules and regulations.

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(c) Fees and Assessments. An annual assessment shall be levied by the Association against all members to cover the cost of the use, maintenance, repair, and replacement of the Airstrip, the basis and collection of which is hereinafter described in paragraph 7, Section 2. Said assessment shall be imposed regardless of whether or not the member(s) of the parcels use the Airstrip.

(d) Withholding of Use. The Association shall have the right to withhold the use of the Airstrip from any member or occupant:

(1) who is in default in the payment of any assessment fee and such default is not cured within 30 days after notice by the Association;

(2) who, in the judgment of the Association, uses the Airstrip or his aircraft in a negligent manner potentially harmful to the rights of other uses;

(3) who fails to maintain the insurance coverage required by this Declaration; or

(4) who, in general, violates the published rules and regulations of the Association and such violation is not cured within 15 days after written notice.

(e) Management Agreement. The Association shall have the right to enter into an agreement with any individual, firm, corporation or other entity to provide for the full-time management and operation of the Airstrip. The cost of such management shall be included within the general assessment.

(f) Insurance. Each member and lot occupant as a condition precedent to the use of the Airstrip and other Airstrip-related facilities within the Airstrip, shall deposit with the Association a certificate or certificates of insurance certifying that such person has in force aircraft liability, personal injury and property damage insurance for the operation of the civil aircraft owned or leased by such person in an amount equal to or greater than the amounts established by the Board of Directors of the Association. Such minimum amounts of insurance shall be subject to periodic review by the Board of

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Directors of the Association and any increase in such insurance requirements shall be uniform as to all members or occupants who use the Airstrip-related facilities. All such insurance policies shall provide for not less than ten (10) days prior notice to the Association of cancellation. In addition, the Association shall carry liability, personal injury and property damage insurance with respect to the Airstrip in such amounts as the Directors of the Association may deem appropriate. Such insurance policy or policies shall name the Association and all members as insured parties thereunder, and the premiums therefor shall be paid by the Association from amounts collected by general assessment.

6. Regulations as to Use of Airstrip. The following rules and regulations shall apply to the use of the Airstrip:

- a. The use of the Airstrip shall be limited to non-commercial activities.
- b. Operation of aircraft shall be by visual flight rules only and only in the daytime.
- c. The Airstrip shall be maintained and operated as a private airstrip.
- d. Planes using the Airstrip shall be single engine only with a maximum horsepower of 300 and a maximum aircraft weight of 3,500 pounds.

7. Covenants for Maintenance Assessments.

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each member shall be subject to this Declaration and is deemed to covenant and agree to comply with the same, and to pay the Association the following: (1) general assessments or charges, (2) special assessments for capital improvements, and (3) individual assessments. Such assessments are to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable

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attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall be effective from and after the time of recording in the Public Records of Polk County, Florida, of a claim of lien stating the description of the lot, the name of the record owner, the amount due and the date the assessment or assessments became due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall include any unpaid assessments which are now due and payable to the Association when the claim of lien is recorded, together with interest thereon and all costs incurred and sustained by the Association in perfecting and enforcing such lien, including reasonable attorneys' fees and costs. Upon full payment the member shall be entitled to a recordable satisfaction of lien.

Section 2. General Assessments.

(a) Purpose of Assessment. General assessments shall be made for the purpose of maintenance and management of property which is required by this Declaration to be maintained by the Association. Maintenance and management expense shall include, but need not be limited to, the cost and expense of operation, maintenance and management of the Association, its property and the Airstrip; real and personal property ad valorem taxes against the Association's property and the Airstrip; insurance premiums on all insurance policies maintained by the Association including, without limitation thereto, premiums for public liability insurance; legal and accounting fees; management fees; operation expenses of the Association's property, Airstrip and the Association; purchase, maintenance, repair and replacement of the Association's property and the Airstrip; charges for utilities and water used by the Association; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against members or other; and the creation of reasonable cash reserves for contingencies to protect the

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Airstrip, the Association's members and its property, and all other expenses deemed by the Directors of the Association to be necessary and proper for the management, maintenance and repair of the Association's property and the Airstrip.

(b) **Basis for Assessment.** Each of the undersigned members shall pay an equal amount for all maintenance and management expenses and obligations of the Association, regardless of the size of their parcel or the amount of their use of the Airstrip. The assessment shall become due regardless of whether the Airstrip is used by the member or any occupant of the parcel.

(c) **Method of Assessment.** By a vote of two-thirds (2/3) of the Directors, the Board of Directors of the Association shall fix the annual assessment for each parcel located within the property upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligation imposed by this Declaration. Should the Association, through its Directors, at any time determine that the assessments made are not sufficient to pay the expense, such obligations, or, in the event of emergency, the Board of Directors shall have authority to levy and collect additional general assessments to meet the needs of the Association. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments the entire assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 3. Special Assessments. In addition to the general assessments authorized above, the Association may levy in any year a special assessment applicable to that year and not more than the next two succeeding years for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, repair, or replacement of any capital improvement upon the Airstrip including fixtures and personal property related thereto, provided that any such assessment shall

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have the approval of two-thirds (2/3) of the votes of the members of the Association who voting in person or by proxy at a special meeting duly called for that purpose. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Airstrip or abandonment of any of the property. All notices of special assessments from the Association to the members shall designate when they are due and payable. All special assessments shall be at a uniform rate for property assessed so that assessments shall be made equally as set forth above. Special assessments shall be collectible in such manner as the Board of Directors shall determine.

Section 4. Individual Assessments. Pursuant to the Association's power and authority to enforce those covenants, restrictions and regulations and the powers granted pursuant to this Declaration, the Board of Directors may separately assess any member an individual assessment in an amount not to exceed \$100 or the costs and expenses incurred by the Association, whichever is greater, in connection with any violation by such member of this Declaration or any rules or regulations adopted by the Association. Individual assessments are collectible in a manner determined by the Board of Directors.

Section 5. Delinquent Assessments. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall bear interest at the rate of eighteen (18%) percent per annum simple interest until paid. The Association may also bring an action at law against the member or members of the parcel personally obligated to pay the same and/or foreclose the lien against the parcel, and the member shall be obligated to pay all of the Association's reasonable attorneys' fees and costs incurred in connection with the collection of the assessment, whether suit be brought or not. In addition, any member(s) delinquent in the payment of any assessment may be denied use of the Airstrip or other portions of the Airstrip.

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8. General Provisions.

Section 1. Amendment. This Declaration may be modified, altered or amended at any time by an instrument in writing recorded in the Public Records of Polk County, Florida, executed by three-fourths (3/4) of the members subject to this Declaration.

Section 2. Abandonment. If all members or their assigns have duly recorded an instrument terminating the Airstrip, the real property constituting the Airstrip shall revert in accordance with those conveyances provided for in Paragraph 3 of this Declaration. The members or their assigns shall become tenants in common as to any personal property, whether tangible or intangible, owned by the Association and such personal property shall be liquidated and distributed accordingly.

Section 3. Non-assignability. Membership in the Association may not be assigned except upon written approval of two-thirds of the members; provided, however, this Section shall not apply to the provision of Article 4, Section 1 that membership runs with the land.

Section 4. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, and such other provisions shall remain in full force and effect.

Section 5. Liability. Neither the parties executing this Declaration nor the Association shall have any responsibility or liability of any kind or nature whatsoever to anyone for loss or damage to any person, structure, property or aircraft due to theft, vandalism, windstorm, tornadoes, fire, acts of God or other perils or the negligence of any other member or user of any aircraft. In addition, neither the parties executing this Declaration nor the Association shall be held liable or responsible, either directly or indirectly, for any violation of this Declaration by any person or entity other than itself.

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Section 6. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Airstrip. Enforcement of these covenants and restrictions shall be by the Association by proceeding at law or in equity against any person or persons, either to restrain or enjoin any violation or to recover damages, or both, and against any parcel to enforce any lien created hereby. Any person(s) violating or attempting to violate any of these covenants and restrictions shall be obligated to pay to the Association all of the Association's reasonable attorneys' fees and costs incurred, which sums shall be secured by a lien against any parcel owned by said person(s). The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants and restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) The failure of the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance of performance of any act required to be performed hereunder with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the Association.

9. Easement for Ingress and Egress. The undersigned parties, their successors and assigns, shall have an easement for

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ingress and egress to their individual parcels along the airstrip. This is the road that enters the property from the north end of the property. No other point of ingress and egress shall be permitted.

10. Captions. The captions used herein are for convenience of reference only and shall not be used to construe or give meaning to any provision hereof.

IN WITNESS WHEREOF, this Declaration was executed this 24 day of April, 1986.

James E. Hodges
JAMES E. HODGES

Betty Jane Hodges
BETTY JANE HODGES

William J. Dodd
WILLIAM J. DODD

Ethel M. Dodd
ETHEL M. DODD

A. B. Kelch
A. B. KELCH

Lois D. Kelch
LOIS D. KELCH

Curtis H. Pitts
CURTIS H. PITTS

Willie Mae Pitts
WILLIE MAE PITTS

Donald B. Lovern
DONALD B. LOVERN

Nancy B. Lovern
NANCY B. LOVERN

Russell W. Riter
RUSSELL W. RITER

Kathryn B. Riter
KATHRYN B. RITER

Joseph A. Geroni
JOSEPH A. GERONI

2415 1461
POLK OFF. REC. PAGE

Virginia Gerow
VIRGINIA GEROW
Patricia Friedman
PATRICIA FRIEDMAN
Alfred M. Sears, Jr.
ALFRED M. SEARS, JR.

CLINCH LAKE FRUIT COMPANY
BY: *Jon S. Kline, President*
JOY S. KLINE, President

NORTHERN AIRPORT TRUST
BY: *William J. Dodd*
WILLIAM J. DODD, Trustee

FROSTPROOF AIRPORT TRUST
BY: *William J. Dodd*
WILLIAM J. DODD, Trustee

FROSTPROOF AIRPARK TRUST
BY: *A. H. Kelch*
A. H. KELCH, Trustee

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
13th day of January, 1986, by JAMES B. HODGES and
BETTY JANE HODGES, his wife.

Charlotta A. Bell
NOTARY PUBLIC

My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 7, 1987

(S E A L)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
21 day of January, 1986, by WILLIAM J. DODD and
ETHEL M. DODD, his wife.

William J. Dodd
NOTARY PUBLIC

My commission expires:
Sept 16, 1986

(S E A L)

2415 1462

POLK OFF.REC. PAGE

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
9th day of January, 1986, by A. E. KELCH and LOIS
D. KELCH, his wife.

Charlotta A. Bell
NOTARY PUBLIC



My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 7, 1987

(S E A L)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this
27th day of March, 1986, by CURTIS B. PITTS and
WILLIE MAE PITTS, his wife.

Cross M. Golden
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 25 1986
RECALLED FROM GENERAL REG. UNCSWINTERS

(S E A L)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this
6th day of Feb, 1986, by DONALD B. LOVERN and
NANCY G. LOVERN, his wife.

Diane J. Brown
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 7, 1988
RECALLED FROM REGENT'S REGISTRATION

(S E A L)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
9th day of January, 1986, by RUSSELL W. RITER and
KATHRYN B. RITER, his wife.

Charlotta A. Bell
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 7, 1987

(S E A L)

2415 1463

POLK OFF.F.C.C. PAGE

STATE OF PENNSYLVANIA
COUNTY OF LYCOMING

The foregoing instrument was acknowledged before me this
12th day of January, 1986, by JOSEPH A. GERONI and
VIRGINIA GERONI, his wife.

Charlote A. Bell
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 7, 1987

(S E A L)

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this
30th day of JANUARY, 1986, by PATRICIA FREIDMAN,

Leah B. Goldstein
NOTARY PUBLIC

My commission expires:
1-18-90

(S E A L)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this
24th day of April, 1986, by ALFRED M. SEARS, JR.

Charlote A. Bell
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 7, 1987

(S E A L)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
21st day of January, 1986, by JON S. KLINE, as
President of Clinch Lake Fruit Company.

Charlote A. Bell
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 14, 1988

(S E A L)

2415 1464
POLK OFF. REC. PAGE

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
21 day of January, 1986, by WILLIAM J. DODD,
Trustee of NORTHERN AIRPORT TRUST.

William J. Dodd

NOTARY PUBLIC

My commission expires:
Sept 16, 1986

(S E A L)



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
21 day of January, 1986, by WILLIAM J. DODD,
Trustee of FROSTPROOF AIRPORT TRUST.

William J. Dodd

NOTARY PUBLIC

My commission expires:
Sept 16, 1986

(S E A L)



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
9th day of January, 1986, by A. W. KELCH, Trustee
of FROSTPROOF AIRPARK TRUST.

Charlotte A. Zell

NOTARY PUBLIC

My commission expires:

(S E A L)



Notary Public, State of Florida at Large
My Commission Expires Sept. 7, 1987

2415 1465
POLK OFF.REC. PAGE

C & L Yates, Inc. as grantee of James E. Hodges and Betty Jane Hodges, his wife, hereby agrees to the terms and conditions of the foregoing Declaration of Lake Clinch Airpark and agrees to be bound by its provisions.

C & L YATES, INC.

BY: Clyde D Yates President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21st day of January, 1986, by Clyde D Yates as President of C & L YATES, INC.

James E. Jones
NOTARY PUBLIC

My commission expires: July 15th 1988





PRE-APPLICATION CONFERENCE

\$100.00 FEE

**Growth Management Department
Land Development Division**
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
SUNCOM 569-6792
FAX (863) 534-6407

The cut-off for this application is every Wednesday at 3:00PM to be heard at the next available Development Review Committee (DRC) meeting. DRC meetings are held every Thursday. This application will be heard approximately two weeks after submittal.

Appointment Date and Time 11-5-15 Project Number (For office use only) 58240

Classic Controls - 2015 607-4455 (863) 607-4550
APPLICANT/PROJECT NAME **PHONE** **FAX**

317 W. Highland Drive Suite #101, Lakeland, FL 33813 art@stitzelgroup.com
MAILING ADDRESS **E-mail Address**

Art Stitzel, P.E. (863) 607-4455 (863) 607-4550
CONTACT PERSON (if different from applicant) **PHONE** **FAX**

317 W. Highland Drive Suite #101, Lakeland, FL 33813 art@stitzelgroup.com
MAILING ADDRESS **E-mail Address**

Application Requirements
(must be attached and submitted in 8 1/2" x 11" only)

- ✓ Project Narrative (ie: Number of dwelling units or square footage)
- ✓ Aerial with site identified
- ✓ Site Plan
- ✓ Location Map (vicinity map)
- ✓ **Confirm the Land Use District** and Development Area on the bottom part of this page.

Amendment Type Text Amendment Map Amendment

Acres ¹ _____

Tax Identification Number

	Section-Township-Range	-	Subdivision #	-	Parcel #
Parcel ID Number(s): <i>(18 digits)</i>	S 12 T 29 R 23	-	000000	-	023110
	S T R	-		-	
	S T R	-		-	

Current Land Use District Linear Commercial Corridor (LCC)

Current Development Area Transit Supportive Development Area (TSDA)

Note: Pre-application forms will not be accepted without the required attachments and the requested information provided.

Stitzel Engineering & Construction, Inc.

317 West Highland Drive, Suite 101

LAKELAND, FLORIDA 33813

CBC047729

PHONE: (863) 607-4455

FAX: (863) 607-4550

October 13, 2015

Project Narrative:

Re:

Classic Controls, Inc.

5095 South Lakeland Drive

Lakeland, Florida 33813

Phone - 863.644.3642

Fax - 863.648.0484

WHO WE ARE

Classic Controls was established in 1991 as a representative for instrumentation, control valves, and systems for the State of Florida. We have since, grown our company to be a total solutions provider for our customers in the industrial process business. In addition to Florida, we now service South Georgia and the entire Caribbean from our location here in Lakeland.

OUR SERVICES

We are a total solutions provider for our customers in the Industrial process business. Along with representing the Best-In-Class manufacturers in the business, we offer a strong, stable sales force and technical services group to properly apply, train, support, and repair these products.

Proposed New Expansion:

Classic Controls has a plan to expand its existing operation. A new Building will be added across the street on a vacant lot in the South Lakeland Drive LLC. The new building will be approximately 12,000 sf. It will be a pre-manufactured metal building with a decorative EFIS front elevation. The building will utilize existing water and sewer services. A fire hydrant is located across the street. A new storm water treatment system will be installed. There is an existing storm water drain that will be relocated and placed in a new drainage easement.

South Lakeland Drive



- █ Selected Parcel
- █ Roads
- █ Waterbodies
- █ Municipal Boundaries
- █ Lot Lines
- █ Lots
- █ Blocks
- █ Lot and Block Text
- █ Dimensions
- Dimensions
- Misc Text
- Railroads
- Arrows
- Tax
- Separated Right
- Surrounding Counties
- PLSS Townships
- PLSS Sections
- PLSS Boundaries
- Gov't Lots
- Red: Band_1
- Green: Band_2
- Blue: Band_3



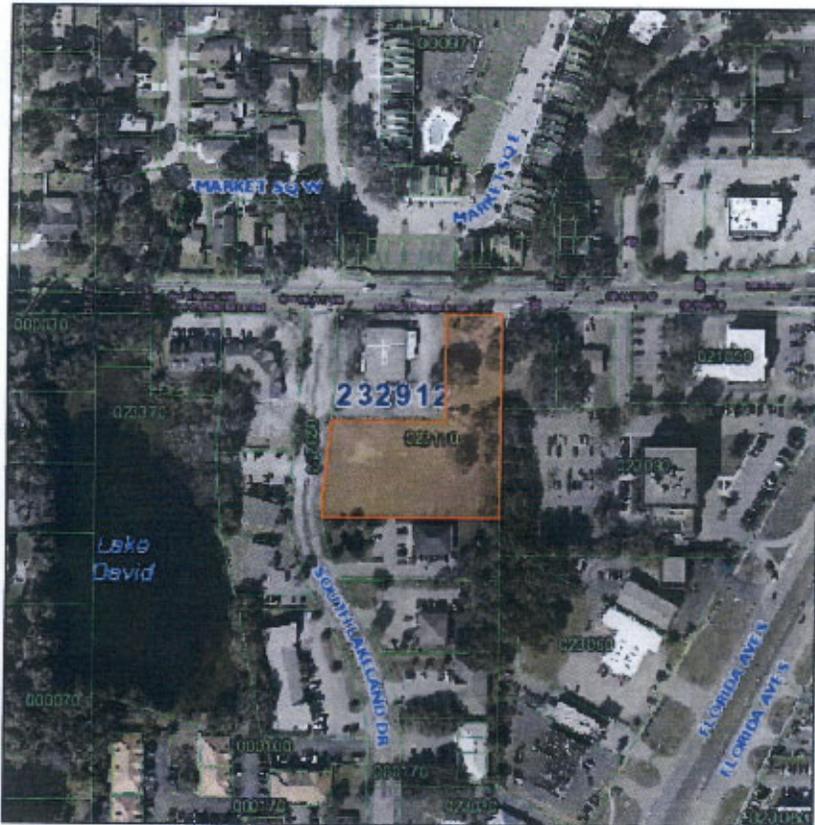
All maps are worksheets used for illustrative purposes only they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida



October 6, 2015



DISCLAIMER: All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

Parcel Info

Parcel ID:	23291200000023110
Owner1:	G & M SCOTT FAMILY PARTNERSHIP LTD
Address:	5030 S LAKELAND DR
City/St/Zip:	LAKELAND, FL 33803
Legal Desc:	PARCEL C OF UNRE SURVEY DESC AS BEG 600 FT W & 30 FT S OF NE COR OF NW1/4 OF SE1/4 RUN S 364.65 FT W316.55 FT NWLY ALONG A CURVE 54.54 FT NELY ALONG A
Property (DOR) Use Code:	1000 (Vacant Commercial)
Acreage:	1.66
Taxing District:	91000 (UNINCORP/SWFWMD/LKLD MASS)

Sales Information

Date of Sale	Q/U	Sales Price
10/17/2003	Q	\$234,000
08/01/1994	U	\$237,500

All above information is current (as of 10/02/2015). All below information is 2015 Proposed.

Value Summary

Value Name	Price
Building Value	\$0
Extra Feature Value	\$0
Land Value (Market)	\$116,510
Just Market Value	\$116,510
Assessed Value	\$116,510
Exempt Value	\$0
Taxable Value	\$116,510

Notes



Map of:
5030 S Lakeland Dr
Lakeland, FL 33813



©2015 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



PRE-APPLICATION CONFERENCE

\$100.00 FEE

**Growth Management Department
Land Development Division**
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
SUNCOM 569-6792
FAX (863) 534-6407

The cut-off for this application is every Wednesday at 3:00PM to be heard at the next available Development Review Committee (DRC) meeting. DRC meetings are held every Thursday. This application will be heard approximately two weeks after submittal.

Appointment Date and Time: 11-5-15 Project Number (For office use only) 58248

Julian Coto (407) 260-2292
APPLICANT/PROJECT NAME PHONE FAX
 122 Wilshire Blvd, Casselberry, FL 32707 julian@excelengineers.com
MAILING ADDRESS E-mail Address

CONTACT PERSON (if different from applicant) PHONE FAX
MAILING ADDRESS E-mail Address

**Application Requirements
(must be attached and submitted in 8 1/2" x 11" only)**

- Project Narrative (ie: Number of dwelling units or square footage)
- Aerial with site identified
- Site Plan
- Location Map (vicinity map)
- **Confirm the Land Use District** and Development Area on the bottom part of this page.

Amendment Type Text Amendment Map Amendment

Acres 99.49 M/L

Tax Identification Number

	Section-Township-Range			-	Subdivision #	-	Parcel #
Parcel ID Number(s): (18 digits)	S	30	T 29	R 23	-	000000	- 043010
	S	30	T 29	R 23	-	000000	- 032010
	S		T	R	-		-

Current Land Use District Residential Suburban (RS)

Current Development Area Rural Development Area (RDA)

Note: Pre-application forms will not be accepted without the required attachments and the requested information provided.

**Spring Hill Mobile Home Community
Project Narrative**

Yes Communities, the owner of Spring Hill Mobile Community, plans to expand the community into the eastern portion of the site, which is partially developed at this time. This eastern portion of the site can be categorized into two sections: a northern section and a southern section. The northern section of the site will be fully developed into mobile home lots, with the southern section being used for wastewater effluent disposal in the form of spray fields. A spray field currently located in the northern section will be relocated to the southern section so that this area can be developed into mobile home lots.

*Property
Location*

NORTH



Excel Engineering
CONSULTANTS, LLC
ENVIRONMENTAL & CIVIL ENGINEERS
122 WILSHIRE BOULEVARD
CASSELBERRY, FL 32707
TEL: (407) 260-2292
CERTIFICATE OF AUTHORIZATION
NUMBER 27541

*Spring Hill MHC
Mulberry, Florida
Polk County*

*Aerial
Map*

PROJECT: YES03-0115
SCALE: N.T.S.
DRAWN BY: N.R.C.
CHECKED BY: J.R.C.
DATE: 10/12/15
SHEET 1 OF 1

N



Property Location

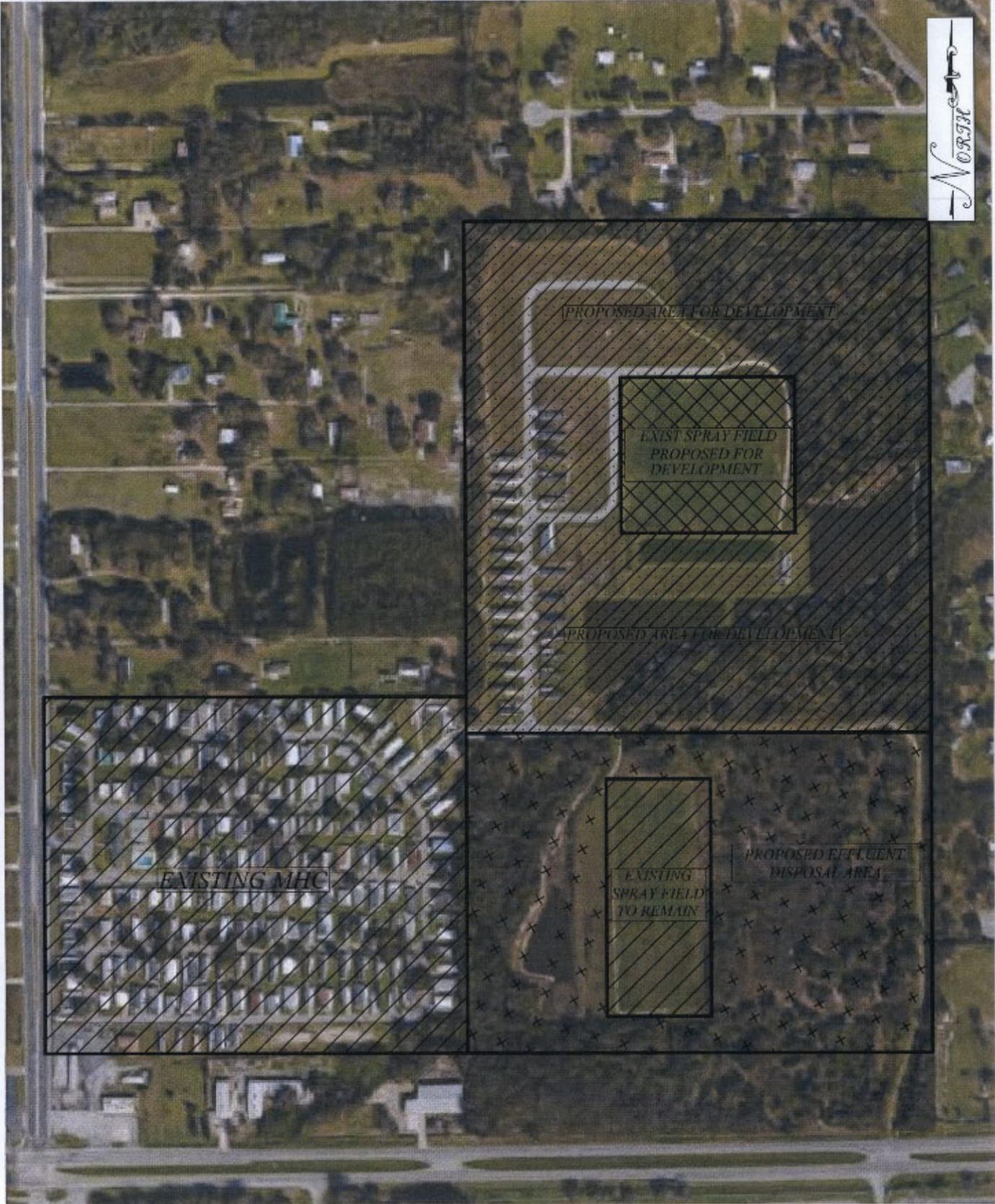
Excel Engineering
 CONSULTANTS, L.L.C.
 ENVIRONMENTAL & CIVIL ENGINEERS
 122 WILSHIRE BOULEVARD
 CASSELBERRY, FL 32707
 TEL: (407) 260-2292
 CERTIFICATE OF AUTHORIZATION
 NUMBER 27541

*Spring Hill MHC
 Mulberry, Florida
 Polk County*

*Location
 Map*

PROJECT: YES03-0115
 SCALE: N.T.S.
 DRAWN BY: N.R.C.
 CHECKED BY: J.R.C.
 DATE: 10/12/15
 SHEET 1 OF 1

NO 9531



Excel Engineering
 CONSULTANTS, LLC
 ENVIRONMENTAL & CIVIL ENGINEERS
 122 WILSHIRE BOULEVARD
 CASSELBERRY, FL 32707
 TEL: (407) 260-2292
 CERTIFICATE OF AUTHORIZATION
 NUMBER 27541

*Spring Hill MHC
 Mulberry, Florida
 Polk County*

Site Plan

PROJECT: YES03-0115
 SCALE: 1"=1,000'
 DRAWN BY: N.R.C.
 CHECKED BY: J.R.C.
 DATE: 10/12/15
 SHEET 1 OF 1



PRE-APPLICATION CONFERENCE

\$100.00 FEE

**Growth Management Department
Land Development Division**
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
SUNCOM 569-6792
FAX (863) 534-6407

The cut-off for this application is every Wednesday at 3:00PM to be heard at the next available Development Review Committee (DRC) meeting. DRC meetings are held every Thursday. This application will be heard approximately two weeks after submittal.

Appointment Date and Time: 11-5-15 Project Number (For office use only) 58249

Thomas Engineering Group/Dollar Tree (813) 379-4100 (813) 379-4040
APPLICANT/PROJECT NAME PHONE FAX

4950 W Kennedy Blvd, Suite 600 Tampa, FL 33609 emcdonald@Thomaseg.com
MAILING ADDRESS E-mail Address

Edward M. McDonald
CONTACT PERSON (if different from applicant) PHONE FAX

MAILING ADDRESS E-mail Address

**Application Requirements
(must be attached and submitted in 8 1/2" x 11" only)**

- Project Narrative (ie: Number of dwelling units or square footage)
- Aerial with site identified
- Site Plan
- Location Map (vicinity map)
- **Confirm the Land Use District** and Development Area on the bottom part of this page.

Amendment Type Text Amendment Map Amendment

Acres 2.63

Tax Identification Number

	Section-Township-Range	-	Subdivision #	-	Parcel #
Parcel ID Number(s): (18 digits)	S 23 T 29 R 24	-	000000	-	034040
	S T R	-		-	
	S T R	-		-	

Current Land Use District Community Activity Center (CAC)

Current Development Area Transit Supportive Development Area (TSDA)

Note: Pre-application forms will not be accepted without the required attachments and the requested information provided.



THOMAS ENGINEERING GROUP
4950 W. KENNEDY BLVD, SUITE 600
TAMPA, FL 33609
P: 813-379-4100
WWW.THOMASENGINEERINGGROUP.COM

August 27, 2015

Growth Management Department
Land Development Division
330 W. Church St.
Bartow, FL 33831

To Whom It May Concern:

Please find enclosed, Thomas Engineering Group's pre-application request for the proposed Dollar Tree. The proposed project is located at 6606 S. Florida Ave Lakeland, FL in Polk County, Florida and within Section 23, Township 29 South, and Range 24 East.

Proposed Project:

The project proposes to construct a 9,973 SF Dollar Tree retail building on the 2.63 acre Parcel. The project includes connecting to existing driveway stub outs on S. Florida Avenue. There will also be drainage, sanitary sewer, and potable water connections to existing connection points provided by Polk County Utilities.

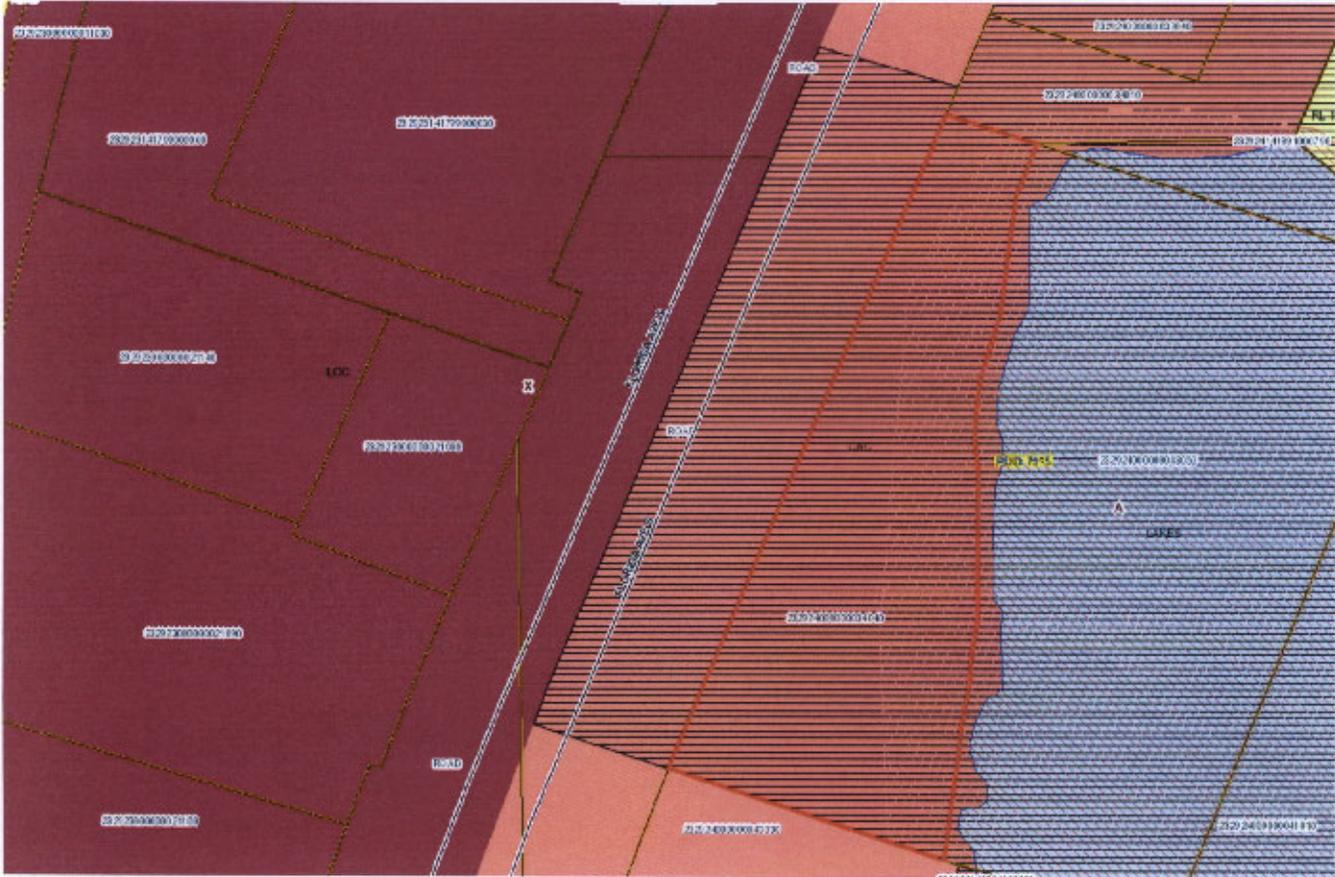
Should you have any questions or would like to discuss the project at any time during your review, please contact me (813)379-4100 or at emcdonald@Thomaseg.com.

Sincerely,

THOMAS ENGINEERING GROUP

Edward M. McDonald, PE
Principal

CC: File



Landuse

Future Land Use (FLU) District: **CAC**

Development Area: **TSDA (Transit Supportive Development Areas)**

Selected Area Plan (SAP): **No**

Green Swamp Area of Critical State Concern (ACSC): **No**

Green Swamp Special Protection Area (SPA): **No**

Flood Information:

FEMA Floodway: **No**

FEMA 100-year Floodzone: **X A**

Wetlands: **No**

Zoning

Planned Development: **No**

Planned Unit Development(PUD): **PUD 71-5,CHRISTINA PUD 71-5,CHRISTINA**

Suburban Planned Developments (SPD): **No**

Conditional Use (CU):

Service Districts

Impact Fee District: **E,WEST**

Utilities Service Area (water): **Southwest Regional, ,**



Report for Parcel ID:
232924000000034040



PRE-APPLICATION CONFERENCE

\$100.00 FEE

Growth Management Department
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
SUNCOM 569-6792
FAX (863) 534-6407

The cut-off for this application is every Wednesday at 3:00PM to be heard at the next available Development Review Committee (DRC) meeting. DRC meetings are held every Thursday. This application will be heard approximately two weeks after submittal.

Appointment Date and Time: 11-5-15 Project Number (For office use only) 58252

Omar Chaudry (813) 977-9915 (813) 979-1197
APPLICANT/PROJECT NAME PHONE FAX
1943 E. Fletcher Ave., Tampa, FL 33612
MAILING ADDRESS omarch786@yahoo.com
E-mail Address

Nisit Sapparkhao (813) 434-4770 (813) 445-4211
CONTACT PERSON (if different from applicant) PHONE FAX
1135 Marbella Plaza Drive, Tampa, FL 33619
MAILING ADDRESS nisit@igmap.net
E-mail Address

Application Requirements (must be attached and submitted in 8 1/2" x 11" only)

- Project Narrative (ie: Number of dwelling units or square footage)
- Aerial with site identified
- Site Plan
- Location Map (vicinity map)
- **Confirm the Land Use District** and Development Area on the bottom part of this page.

Amendment Type Text Amendment Map Amendment

Acres 6.13

Tax Identification Number

	Section-Township-Range	-	Subdivision #	-	Parcel #
Parcel ID Number(s): <i>(18 digits)</i>	<u>S 27 T 30 R 23</u>	-	<u>000000</u>	-	<u>023060</u>
	<u>S T R</u>	-		-	
	<u>S T R</u>	-		-	

Current Land Use District Linear Commercial Corridor (LCC)

Current Development Area _____

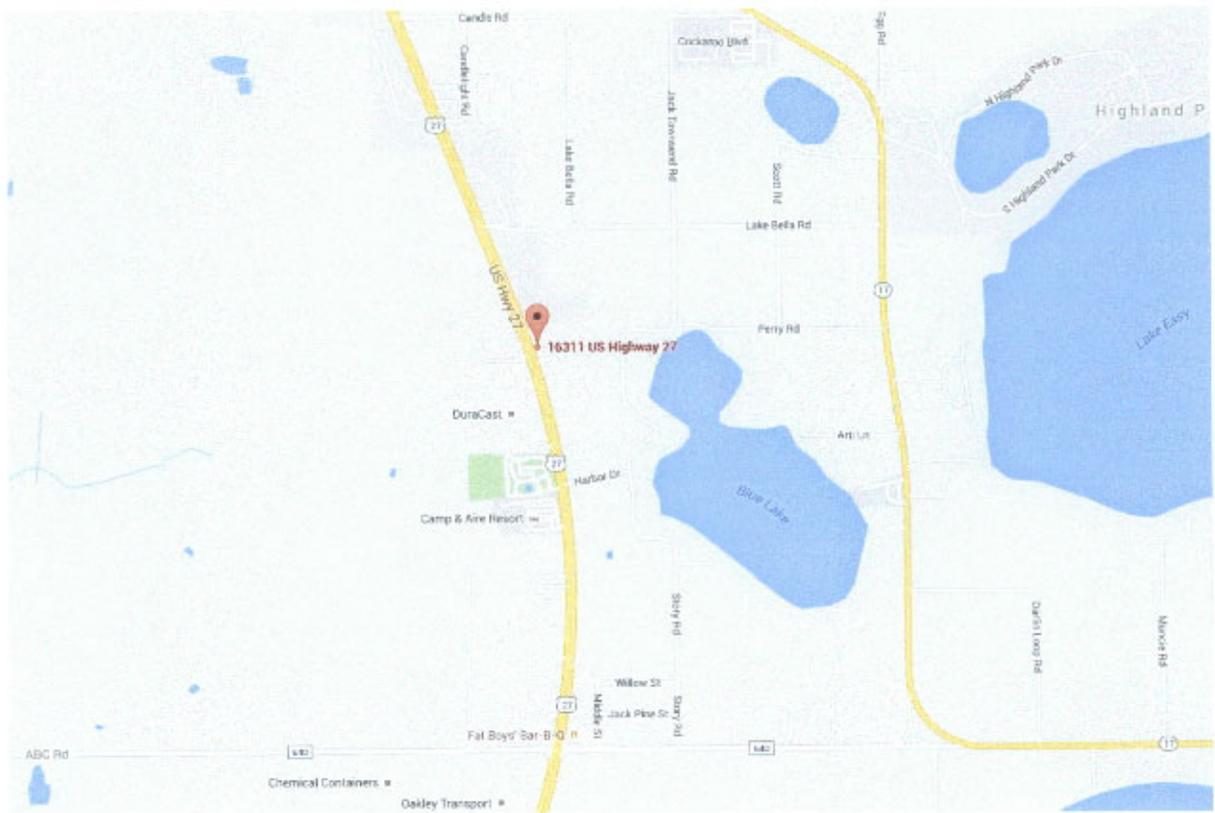
Note: Pre-application forms will not be accepted without the required attachments and the requested information provided.

16311 US Highway 27 S, Lake Wales, FL 33853

Project Narrative

Owner will remove existing 2,304 SF convenience store, 2 canopies and 7 dispensers and replace with new 3,626 SF convenience store, 2 canopies and 9 dispensers.

Vicinity Map (with Site Identified)



Aerial (with Site Identified)





www.polk-county.net

~~LEVEL 3 & 4~~
**DEVELOPMENT REVIEW
APPLICATION**

**Office of Planning and Development
Land Development Division**
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
FAX (863) 534-6407

TYPE OF APPLICATION

- Level 3 Level 4
- Conditional Use Planned Development
- Suburban Planned Development Sign Plan
- Major Modification - Case Number _____

*DRC:
11.5.15*

	Owner	Applicant	Contact Person
Name	CRF - Twin Lakes, LLC	William Drost	William Drost
Work Number	863-647-1581		
Fax Number	863-647-3992		
Mailing Address	500 S. Florida Ave, Suite 700 Lakeland, FL 33801		
Email	bill@centuryretail.com		

Description of Proposed Activity or Use

Please provide a detailed description of the project, quantifying intensity (such as number of units, employees, seats, beds, rooms, children, holes of golf, pumps, vehicle repair bays, etc.), specify phasing, and estimated period for completion.

This is a request for a one-year extension of CU 08-30, which is currently set to expire on 11/12/15.

RECEIVED

OCT 19 2015

LAND
DEVELOPMENT

	Range - Township - Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R 24 T 29 S 18	000000	-	044020
	<i>(Include others on a separate attachment)</i>			
	R 24 T 29 S 18	000000	-	044040
	R T S		-	
	R T S		-	

Address and Location of Property:

800 E County Rd 540A, Lakeland, FL (Vacant parcel)

Directions to Property from Bartow

98 N toward Lakeland. Turn left on 540A and go approximately 5 miles. Property is on the right (north) side of the road.

Property Description

Future Land Use (and Subdistrict if applicable): _____

Property Size: _____ Development Area: _____

Water Provider Name and Phone Number: _____

Sewer Provider Name and Phone Number: _____

Development of Regional Impact: _____
(Name and Phase of DRI)

Selected Area Plan: _____
(Name of SAP)

Green Swamp Area of Critical State Concern: _____
(Name of Special Protection Area)

Joint Planning Area/Interlocal Agreement _____

Have Development Rights been transferred to or from the subject property? ___ Yes ___ No

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

NW	N	NE
W	Subject Property	E
SW	S	SE

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, William Drost (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.



Property owner or property owner's authorized representative.

10/16/15

Date:

GROWTH MANAGEMENT DEPARTMENT

LAND DEVELOPMENT DIVISION

Chandra Frederick, AICP, Director



330 West Church Street
Post Office Box 9005
Drawer GM03
Bartow, Florida 33831-9005
Phone: (863) 534-6792
Fax: (863) 534-6407

December 03, 2008

Board of County Commissioners

Crf-twin Lakes, Llc
500 South Florida Avenue
Suite 700
Lakeland, Fl 33801

RE: Case File: #CU 08-30/Twin Lakes Modification
Project Number: #53604

Request: The applicant is seeking to modify the existing PD 06-14 and obtain approval for a Group Living Facility/Congregate Care and Assisted Living Facility. (DMS 47988)

Dear Gentlemen:

This is to officially notify you of the action taken by the Planning Commission on Wednesday, November 12, 2008, regarding the above captioned request for a Level 3 Conditional Use, on 17.35 +/- Acres.

The Planning Commission, voted 7/0 to approve the request with the following conditions:

1. This conditional use approval shall result in the expiration of PD 06-14 and it being deemed null and void. [PLG]
2. This conditional use approval is for 76 assisted living facility (ALF) units (53,580 square feet), 12 assisted living facility-Alzheimer's (ALZ) units (8,222 square feet), and 110 independent living (IL) units (103,400 square feet) for a total of 198 units containing 229 beds and a common dining facility/kitchen (4,600 square feet). [PLG]
3. The applicant shall ensure that the appearance and architectural details of the structure(s) resembles the elevation plan as provided for in Exhibit 4 of this report. While minor deviations are allowed, at a minimum, the rooftop and facade materials for the structure(s) shall adhere to Exhibit 4 of the staff report for CU08-30 and dated November 12, 2008. [PLG].
4. Prior to Level 2 Review approval, the applicant shall provide certification from a registered professional engineer that adequate water pressure and capacity exist to maintain fire flow as determined by the Polk County Fire Marshal. [FM]
5. The applicant shall provide reclaimed water service to the development. When available, the applicant shall connect to a centralized reuse system and, at a minimum, shall utilize the amount of reuse water equal to the amount that the facility generates in wastewater. This requirement may be waived if a certified professional engineer can provide evidence that the site is unable to store the required volume. [PLG]

6. The applicant shall provide a minimum Type "B" buffer along the northern and eastern property boundary, except that no understory trees or shrubs will be required, canopy trees shall be provided every 40 feet, and the applicant shall be required to install a six foot high opaque fence. [PLG]
7. The applicant shall submit a revised binding site plan reflecting all conditions of approval herein prior to Level 2 Review approval. [PLG]
8. A sufficient application for Level 2 Review approval shall be submitted no later than November 12, 2011; otherwise, this Conditional Use shall be null and void. [PLG]

GENERAL NOTES

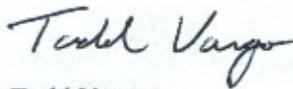
NOTE: Approval of this project shall not constitute a waiver or variance from any applicable development regulations unless specifically noted in the conditions of approval and consistent with LDC Section 930.D.

NOTE: All written commitments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such commitments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

The official Board action is reflected in the minutes subsequently reviewed and adopted by the Board. Any conflicts between the restatement of the Board's action contained herein and the approved minutes of the Board shall be reconciled by utilizing the Board approved minutes.

For further information, please call (863) 534-6084.

Sincerely,



Todd Vargo
Planning Commission Coordinator

xc: County Attorney (Anne Gibson)
Case File
Ronald Clark
Guardian Senior Living Llc