

Marion County Board of County Commissioners

Growth Services • Planning & Zoning

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2600

Fax: 352-438-2601 www.marionfl.org

OFFICE USE ONLY:					
Project Number:	2022100091				
App Request No.:	29265				
Case Number:	Company of the second second				
Received Date:	8/22/22				
Received By:	Opio				
Submission Complete Date:	10/13/22				

PARCEL ACCOUNT NUMBERS: 37515-004-00, 37515-004-02

APPLICATION FOR PUD REZONING or PUD AMENDMENT

The undersigned hereby requests a zoning change pe	r Marion County Land Development Code (LDC), Article
Four, Zoning, on the below described property and a	rea, to PUD (PLANNED UNIT DEVELOPMENT) from:
Expired PUD	
Legal description: Attach a copy of the deed(s) with	h property legal description and demonstrating ownership.
Required documents: Attach a copy of the required	d PUD Documents listed in the checklist on the reverse side of
this application as required by LDC Section 4.2.31.Fe	(2) and LDC Division 2.13.
Total PUD Acreage: 52.15	Maximum Proposed Residential Units: 260
Maximum Non-Residential (Commercial or Indus	strial) Acreage: 0
Directions to property (from MC Growth Services	Head East to Baseline Road, then head South on Baseline
Road to SE 92 Loop. Project is East on both sides of SE	92 Loop
	authorization naming the listed applicant/agent to act on his/her
behalf is attached.	
BaseDev Land Trust / ASSOCIATES LLC TR	Red Jacket Development Group
Property owner name (please print) 625 Waltham Ave.	Applicant/agent name (<u>please print</u>) 625 Waltham Ave.
MAILING ADDRESS Orlando, FL. 32809	MAILING ADDRESS Orlando, FL. 32809
City, state, zip code 561-236-1414	City, state, zip code 561-236-1414
Phone number (include area code) clay@redjackdev.com	Phone number (<u>include area code</u>) clay@redjackdev.com
e-Mail Address (include complete address)	e-Mail Address (include complete address)

NOTE: A zoning change will not become effective until after a final decision is made by the Marion County Board of County Commissioners and any applicable appeal period concludes. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the owner and/or applicant/agent must be correct and legible in order to be processed.

FLU - HR MAP 235 19-16-23

ATTACHMENT C C-2



Marion County **Board of County Commissioners**

Growth Services • Planning & Zoning

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2600 Fax: 352-438-2601

www.marioncountvfl.org

	<u> </u>					
OI	OFFICE USE ONLY:					
Project Number:						
App Request No.:						
Case Number:						
Received Date:						
Received By:						
Submission Complete Date:						

PARCEL ACCOUNT NUMBERS:	37515-004-00, 37515-004-02
-------------------------	----------------------------

APPLICATION FOR PUD REZO	NING or PUD AMENDMENT
The undersigned hereby requests a zoning change per M	Iarion County Land Development Code (LDC), Article
Four, Zoning, on the below described property and area	, to PUD (PLANNED UNIT DEVELOPMENT) from:
Expired PUD	
Legal description: Attach a copy of the deed(s) with pr	roperty legal description and demonstrating ownership.
Required documents: Attach a copy of the required Pl	UD Documents listed in the checklist on the reverse side of
this application as required by LDC Section 4.2.31.F(2)	and LDC Division 2.13.
Total PUD Acreage: 52.15 Ma	eximum Proposed Residential Units: 362
Maximum Non-Residential (Commercial or Industri	al) Acreage: 0
Directions to property (from MC Growth Services):	Head East to Baseline Road, then head South on Baseline
Road to SE 92 Loop. Project is East on both sides of SE 92	Loop
The property owner must sign this application unless written aubehalf is attached.	thorization naming the listed applicant/agent to act on his/her
BaseDev Land Trust/ Dimino Holdings Assoc. LLC TR	Red Jacket Development Group
Property owner name (<u>please print</u>) 625 Waltham Ave.	Applicant/agent name (<u>please print</u>) 625 Waltham Ave.

MAILING ADDRESS Orlando, FL. 32809 City, state, zip code 561-236-1414 Phone number (include area code) clay@redjackdev.com e-Mail Address (include complete address)

Signature

MAILING ADDRESS Orlando, FL. 32809 City, state, zip code 561-236-1414 Phone number (include area code) clay@redjackdev.com e-Mail Address (include complete address)

NOTE: A zoning change will not become effective until after a final decision is made by the Marion County Board of County Commissioners and any applicable appeal period concludes. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the owner and/or applicant/agent must be correct and legible in order to be processed.



NEW PUD or PUD Amendment Requiring Board of County Commissioners Approval	PUD Amendment that does NOT require Board of County Commissioners Approval
BASE FEE: \$1,000.00 AND	BASE FEE: \$150.00 AND
PLUS \$5.00 X maximum number of potential residential dwelling units (DU) (<i>IF ANY</i>) AND	PLUS \$5.00 X maximum number of potential residential dwelling units (DU) (<i>IF ANY</i>) AND
PLUS \$5.00 X maximum acreage (AC) for non-residential development (commercial, industrial, institutional, etc.) (<i>IF ANY</i>).	PLUS \$5.00 X maximum acreage (AC) for non-residential development (commercial, industrial, institutional, etc.) (<i>IF ANY</i>).
Fee Calculation Method Example:	
(Base Fee - \$1,000 or \$150.00) + (\$5.00 X Max DUs = \$1,810)	+ (\$5.00 X Max Non-Res AC = \$_n/a) = \$ 2,810Total Fee

- _B) Conceptual Plan with Architectural information: At a minimum, the PUD Rezoning Application shall be accompanied by a Conceptual Plan, in compliance with Land Development Code Division 2.13 and Land Development Code Section 4.2.31, along with accompanying documentation for review by the County Growth Services Department and shall provide documentation addressing the following:
- 1. The name of the proposed PUD shall be centered at the top of the sheet along the long dimension of the sheet.
- 2. Vicinity map that depicts relationship of the site to the surrounding area within a 1 mile radius.
- 3. Drawing of the boundaries of the property showing dimensions of all sides.
- 4. Provide the acreage of the subject property along with a legal description of the property.
- 5. Identify the Comprehensive Plan future land use and existing zoning of the subject property (including acreage of each) and for all properties immediately adjacent to the subject property.
- 6. Identify existing site improvements on the site.
- 7. A list of the uses proposed for the development.
- 8. A typical drawing of an interior lot, corner lot, and cul-de-sac lot noting setback requirements. For residential development, the typical drawings will show a standard house size with anticipated accessory structure.
- 9. Proposed zoning and development standards (setbacks, FAR, building height, etc.).
- 10. Identify proposed phasing on the plan.
- 11. Identify proposed buffers.
- 12. Identify access to the site.
- 13. Preliminary building lot typical(s) with required yard setbacks and parking lot locations. (*This information must address all possible principle and accessory structures for all uses.*)
- 14. Preliminary sidewalk locations.
- 15. Proposed parallel access locations.
- 16. Show 100 year floodplain on the site.
- 17. Show any proposed land or right of way dedication.
- 18. Identify any proposed parks or open spaces.
- 19. A note describing how the construction and maintenance of private roads, parking areas, detention areas, common areas, etc. will be coordinated during development and perpetually after the site is complete
- 20. Architectural renderings or color photos detailing the design features, color pallets, buffering details.
- 21. Any additional information that may be deemed appropriate for the specific project (e.g., documentation and/or presentation material by the owner or applicant/agent, or information identified as required or recommended by County staff in the pre-application meeting conducted prior to submitting the application).

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336



2022 Assessment Roll

37515-004-02

Prime Key: 3814061

Beta MAP IT+

Property Information

BASEDEV LAND TRUST

DIMINO HOLDINGS ASSOCIATES LLC TR

625 WALTHAM AVE

Taxes / Assessments:
Map ID: 235

Millage: 9001 - UNINCORPORATED

M.S.T.U. PC: 53

Acres: 26.39

ORLANDO FL 32809-4205

Current Value

Land Just Value Buildings Miscellaneous Total Just Value Total Assessed Value Exemptions Total Taxable	\$390,229 \$0 \$0 \$390,229 \$5,674 \$0 \$5,674	Impact Land Class Value Total Class Value <u>Ex Codes:</u> 08	(\$384,555) \$5,674 \$5,674
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History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2022	\$390,229	\$0	\$0	\$390,229	\$5,674	\$0	\$5,674
2021	\$331,326	\$0	\$0	\$331,326	\$287,464	\$0	\$287,464
2020	\$306,784	\$0	\$0	\$306,784	\$261,331	\$0	\$261,331

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
7688/1224	01/2022	07 WARRANTY	8 ALLOCATED	U	V	\$100
6328/0212	12/2015	08 CORRECTIVE	0	U	V	\$100
6324/1030	12/2015	06 SPECIAL WARRANTY	4 V-APPRAISERS OPINION	Q	V	\$225,000

Property Description

SEC 19 TWP 16 RGE 23

COM AT THE SW COR OF NW 1/4 OF SEC 19 TH S 89-29-36 E 710 FT TO THE POB TH N 00-01-54 E 654.77 FT TH S 89-58-42 E 361.80 FT TO THE POC OF A CURVE CONCAVE SLY HAVING A CENTRAL ANGLE OF 20-57-56 A RADIUS OF 4499 FT TH ELY ALONG ARC OF CURVE 1646.27 FT A CHORD BEARING & DISTANCE OF S 79-29-12 E 1637.09 FT TH S 00-01-54 W 373.28 FT TH N 89-29-36 W 1971.84 FT TO THE POB

Parent Parcel: 37515-004-00

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units Type	Rate	Loc	Shp	Phy	Class Value	Just Value
5302		.0	.0	PUD	26.39 AC					5,674	390,229

MCPA Property Record Card

C-5

		Miscellane	ous Improvements	<u>3</u>		
Туре	Nbr Units Type	Life	Year In	Grade	Length	Widtl
						Total Value - \$6
		<u>App</u>	raiser Notes			
			g and Building mit Search **			
Permit Number		Issued Date	Co	mplete Date	Description	
		Cost/Ma	arket Summary			
Buildings R.C.N.	\$0	1/1/1900				
Total Depreciation	\$0					
Bldg - Just Value	\$0		Dida Nhu	DCN	Danwasiation	Danuaciatad
Misc - Just Value	\$0	1/1/1900	Bldg Nbr	RCN	Depreciation	Depreciated
Land - Just Value	\$390,229	4/11/2022				
Total Just Value	\$390,229					

ATTACHMENT C C-6

This Instrument Prepared by and to be Returned to: PARTNERSHIP MANAGEMENT SERVICES GROUP 625 WALTHAM AVE. ORLANDO FL.32809

DEED-FS:

FEE SIMPLE INTEREST - BASEDEV

GENERAL WARRANTY DEED TO TRUSTEE

(DEED IN LIEU OF FORECLOSURE)

IDENTIFICATION SECTION:

GRANTOR: LAWRENCE E. WHITE, AS TRUSTEE OF THE

INGERSOLL-WHITE BASELINE NORTH LAND TRUST

AND

LAWRENCE E. WHITE, AS TRUSTEE OF THE

INGERSOLL-WHITE BASELINE SOUTH LAND TRUST

(TOGETHER THE "GRANTOR TRUSTS")

GRANTOR'S ADDRESS: 625 Waltham Ave.

Orlando, Fl. 32809

GRANTEE: DIMINO HOLDINGS ASSOCIATES, LLC

AS TRUSTEE UNDER LAND TRUST AGREEMENT BASEDEV

LAND TRUST NAME: BASEDEV

LAND TRUST AGREEMENT DATE: December 1, 2021

GRANTEE'S ADDRESS: 625 Waltham Ave.

Orlando, Fl. 32809

EXECUTION DATE: JANUARY 31, 2022

VESTING DATE: JANUARY 31, 2022

COMMENCEMENT DATE: JANUARY 31, 2022

REAL PROPERTY LOCATION: MARION COUNTY, FLORIDA See Exhibit "A" (the "REAL PROPERTY")

(Wherever used herein, the terms "GRANTOR", "GRANTEE", and "TRUSTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships. Limited liability companies and trustees).

BACKGROUND:

THE REAL PROPERTY BEING CONVEYED HEREIN IS SUBJECT TO A CERTAIN ORDER OF FORECLOSURE (the "FORECLOSURE"), CURRENTLY IN FAVOR OF DIMINO HOLDINGS ASSOCIATES, LLC AS TRUSTEE UNDER LAND TRUST AGREEMENT BASEDEV ("BASEDEV"),

GRANTOR AND BASEDEV HAVE AGREED THAT, IN LIEU OF COMPLETING THE FORECLOSURE, GRANTOR SHALL CONVEY THE REAL PROPERTY TO BASEDEV

BASED ON INSTRUCTIONS FROM A MAJORITY IN INTEREST OF EACH GRANTOR TRUST, CO-TRUSTEE OF THE GRANTOR TRUSTS, LAWRENCE E. WHITE, IS EXECUTING THIS DEED IN LIEU OF FORECLOSURE.

THIS INDENTURE, WITNESSETH: that the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which consideration is acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, as TRUSTEE under the provisions of that certain LAND TRUST AGREEMENT whose post office address is the GRANTEE ADDRESS, an estate in fee simple, effective on the VESTING DATE with right to possession on and after the COMMENCEMENT DATE in and to that certain real property situated in the COUNTY AND STATE and described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the buildings, fixtures and improvements thereon (said real property, tenements, hereditaments, appurtenances, buildings, fixtures and improvements being herein collectively referred to as the "REAL PROPERTY").

TO HAVE AND TO HOLD, the above-described estate and interest in and to the REAL PROPERTY, with the appurtenances, unto the GRANTEE as TRUSTEE under the LAND TRUST AGREEMENT upon

the trust and for the purposes set forth in this instrument and in the LAND TRUST AGREEMENT.

AND the GRANTOR hereby covenants with said GRANTEE that the GRANTOR is lawfully seized of said REAL PROPERTY in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said REAL PROPERTY; that the GRANTOR hereby fully warrant the title to said REAL PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said REAL PROPERTY is free of all encumbrances and matters except the lien for taxes accruing subsequent to December 31 of the year of The VESTING DATE.

Full power and authority is hereby granted to GRANTEE (and to its respective successor TRUSTEE) to protect, conserve, sell, lease, encumber, and otherwise manage and dispose of its interest and estate in the REAL PROPERTY; it being the intent of this instrument to vest in the GRANTEE the foregoing estate and interest in the REAL PROPERTY pursuant to, and with all the power and authority described in, Section 689.071, Florida Statutes.

In no case shall any person or entity dealing with the GRANTEE, in relation to said REAL PROPERTY, or any part thereof, in connection with any conveyance, lease, mortgage or otherwise by said GRANTEE, or its successor TRUSTEE, be obliged to see to the application of any purchase money, rent, loan proceeds, or other funds or assets, or be obliged to see that the terms of said LAND TRUST AGREEMENT have been complied with, or be obliged or privileged to inquire into any of the terms of said LAND TRUST AGREEMENT, and every deed, mortgage, lease or other instrument executed by said GRANTEE (or its successor TRUSTEE) in relation to or concerning its or his estate or interest in said REAL PROPERTY shall be conclusive evidence in favor of every person relying upon or claiming under or by virtue of any such conveyance, lease, mortgage, or other instrument (i) that at the time of its delivery, the trust created by this instrument and by said LAND TRUST AGREEMENT was in full force and effect, (ii) that the conveyance, lease, mortgage or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the said LAND TRUST AGREEMENT and is binding upon all beneficiaries under all such instruments, (iii) that the GRANTEE (and any successor TRUSTEE) was duly authorized and empowered to execute and deliver every such conveyance, mortgage, lease or other instrument, and (iv) that if the conveyance, lease, mortgage or other instrument is executed by a successor or successors in trust, such successor or successors in trust have been duly appointed and fully vested with all requisite right, title, interest and estate.

Any contract, obligation or indebtedness incurred or entered into by the GRANTEE in connection with the GRANTEE's interest and estate in the REAL PROPERTY may be entered into by

the GRANTEE in the name of the then beneficiaries under said LAND TRUST AGREEMENT under which the GRANTEE is TRUSTEE, as attorney-in-fact for such beneficiaries, or, at the election of the GRANTEE, in its own name as TRUSTEE of the trust created under the LAND TRUST AGREEMENT, and neither the GRANTEE nor any of its principals shall have any obligation whatsoever with respect to any such contract, obligation or indebtedness except only insofar as the trust property and funds in the actual possession of the GRANTEE (in its capacity as said TRUSTEE) shall be available for its payment and discharge and all persons and entities whomsoever shall be charged with notice of this condition from the date of recordation of this instrument.

The interest of each beneficiary under said LAND TRUST AGREEMENT, and of all persons claiming by, under or through such beneficiaries, or any of them, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said REAL PROPERTY, and no beneficiary under said LAND TRUST AGREEMENT shall have any title or interest, legal or equitable, in or to said REAL PROPERTY as such, but only an interest in the earnings, avails and proceeds from such REAL PROPERTY as aforesaid.

The TRUSTEE (as Trustee and individually) shall have no personal liability to any person or entity whomsoever, and all persons and entities dealing with the TRUSTEE must look solely to the REAL PROPERTY for enforcement of any claims against the TRUSTEE (as Trustee and individually); The TRUSTEE (as Trustee and individually) assumes no personal liability for obligations and/or actions assumed, entered into or taken with respect to the REAL PROPERTY, or any part thereof, or with respect to the exercise by TRUSTEE of any of the powers conferred upon the TRUSTEE hereunder or under the TRUST AGREEMENT.

GRANTOR certifies that on the date of execution, delivery and recordation of this instrument, neither the GRANTOR nor any member of the family of the GRANTOR, reside upon any portion of the REAL PROPERTY or any property contiguous thereto; the above-described property is not the constitutional homestead of the GRANTOR.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this instrument on the EXECUTION DATE.

Signed, sealed and delivered in the presence of:

LAWRENCE E. WHITE, AS TRUSTEE OF THE INGERSOLL-WHITE BASELINE NORTH LAND TRUST

WITNESS:

TYPE OR PRINT NAME

LAWRENCE E. WHITE

LAWRENCE E. WHITE, AS TRUSTEE OF THE INGERSOLL-WHITE BASELINE SOUTH LAND TRUST

WITNESS:

Heather News

BY:

TYPE OR PRINT NAME

LAWRENCE E. WHITE VICE PRESIDENT, MANAGING PARTNER

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE as TRUSTEE OF each GRANTOR TRUST to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this $31^{\rm ST}$ day of January 31, 2022.

Notary Public State of Florida Heather Anne Newby My Commission GG 250125 Expires 08/19/2022 (TUPE OR PRINT NAME)
Notary Public - State of Florida

My Commission Expires: 08/19/2022

Exhibit "A"

Legal Description

PARCEL 1: (TRACT C-1)

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; RUN THENCE SOUTH 89°29'36" EAST ALONG THE SOUTH BOUNDARY OF AFORESALD NORTHWEST 1/4 A DISTANCE OF 710.00 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE NORTH 00°01'54" EAST ALONG THE WESTERLY BOUNDARY OF AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 824.77 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED; THENCE CONTINUE NORTH 00°01'54" EAST ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 500.04 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 19; THENCE PROCEED SOUTH 89°31 01" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1921.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19; THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 23 EAST RUN SOUTH 89°30'51" EAST 50.00 FEET TO A POINT; THENCE DEPARTING SAID NORTH BOUNDARY PROCEED SOUTH 00°01'54" WEST PARALLEL WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-35, A DISTANCE OF 770.39 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF A ROAD UNDER CONSTRUCTION (THE EASTERLY EXTENSION OF SE 92ND PLACE ROAD), SAID NORTHERLY RIGHT OF WAY BEING A NON TANGENT CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 20°10'07" AND A RADIUS OF 4669.00 FEET; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID NON TANGENT CURVE, A DISTANCE OF 1643.53 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°53'07" WEST, 1635.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°58'42" WEST, A DISTANCE OF 361.77 FEET TO THE POINT OF BEGINNING.

AND

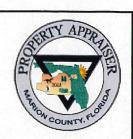
PARCEL 2: (TRACT C-2)

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; RUN THENCE SOUTH 89°29'36" EAST ALONG THE SOUTH BOUNDARY OF AFORESAID NORTHWEST 1/4 A DISTANCE OF 710.00 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED; THENCE DEPARTING SAID SOUTH BOUNDARY PROCEED NORTH 00°01'54" ALONG THE WESTERLY BOUNDARY OF AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 654.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A ROAD UNDER CONSTRUCTION (THE EASTERLY EXTENSION OF SE 92ND PLACE ROAD), THENCE DEPARTING SAID WESTERLY BOUNDARY PROCEED SOUTH 89°58'42" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 361.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 20°57'56" AND A RADIUS OF 4499.00 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1646.27 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°29'12" EAST, 1637.09 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY PROCEED SOUTH 00°01'54" WEST PARALLEL WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-35, A DISTANCE OF 373.28 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID SECTION 19; THENCE NORTH 89°29'36" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1971.84 FEET TO THE POINT OF BEGINNING.

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336



2022 Assessment Roll

37515-004-00

Prime Key: 1945062

Beta MAP IT+

Property Information

BASEDEV LAND TRUST DIMINO HOLDINGS ASSOCIATES

LLC TR

625 WALTHAM AVE ORLANDO FL 32809 Taxes / Assessments:

Map ID: 235
Millage: 9001 - UNINCORPORATED

M.S.T.U. PC: 53

Acres: 25.75

Current Value

\$380,765 \$0 \$8,608 \$389,373 \$14,144	Impact Land Class Value Total Class Value <u>Ex Codes:</u> 08	(\$375,229) \$5,536 \$14,144
12일 시간 이 그 모든 하는 사이지를 하면 하는 것이 없다면 하는 것이다.		
	\$0 \$8,608 \$389,373	\$0 Impact \$8,608 \$389,373 Land Class Value \$14,144 Ex Codes: 08

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2022	\$380,765	\$0	\$8,608	\$389,373	\$14,144	\$0	\$14,144
2021	\$323,291	\$0	\$8,608	\$331,899	\$293,096	\$0	\$293,096
2020	\$299,344	\$0	\$8,608	\$307,952	\$266,451	\$0	\$266,451

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
7688/1224	01/2022	07 WARRANTY	8 ALLOCATED	Q	V	\$100
6328/0208	12/2015	08 CORRECTIVE	0	U	V	\$100
6324/1026	12/2015	06 SPECIAL WARRANTY	4 V-APPRAISERS OPINION	Q	V	\$225,000
6078/1587	08/2014	43 R-O-W	0	U	V	\$100
5832/1166	03/2013	31 CERT TL	0	U	V	\$100
4240/1205	11/2005	09 EASEMNT	0	U	V	\$100
4240/1201	11/2005	05 QUIT CLAIM	0	U	V	\$100
4240/1197	11/2005	07 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$3,000,000
LESE/01YR	01/2005	LS LEASE	0	U	V	\$100
3851/1066	10/2004	07 WARRANTY	8 ALLOCATED	U	V	\$325,000
3851/1063	10/2004	07 WARRANTY	8 ALLOCATED	U	V	\$975,000
LESE/01YR	02/2000	LS LEASE	0	U	V	\$1,000
1934/1749	06/1993	05 QUIT CLAIM	2 V-SALES VERIFICATION	U	V	\$215,000
1915/0350	04/1993	61 FJDGMNT	0	U	V	\$100
1785/0512	11/1991	33 SHERIFF	9 UNVERIFIED	U	V	\$155,000
<u>1820/1571</u>	06/1989	06 SPECIAL WARRANTY	9 UNVERIFIED	U	V	\$640,000

Property Description

SEC 19 TWP 16 RGE 23

COM AT THE SW COR OF NW 1/4 OF SEC 19 TH S 89-29-36 E 710 FT TH N 00-01-54 E 824.77 FT TO THE POB TH CONT N 00-01-54 E 500.04 FT TH S 89-31-01 E 1921.76 FT TH S 89-30-51 E 50 FT TH S 00-01-54 W 770.39 FT TO A PT BEING ON A NON-TANGENT CURVE CONCAVE SLY HAVING A CENTRAL ANGLE OF 20-10-07 A RADIUS OF 4669 FT TH WLY ALONG ARC OF CURVE 1643.53 FT A CHORD BEARING & DISTANCE OF N 79-53-07 W 1635.06 FT TH N 89-58-42 W 361.77 FT TO THE POB TR C-1

Parent Parcel: 37515-000-00

Lanu Data	- Warning:	VCIIII	/ / / / / / / / / / /

Use	CUse	Front	Depth	Zoning	Units Type	Rate	Loc	Shp	Phy	Class Value	Just Value
5302		.0	.0	PUD	25.75 AC	15,900.0000	1.00	0.93	1.00	5,536	380,765
Neigh	borhood 85	49 - GOLF	PARK U	JNIT 1						Total Land -	Class \$5,536
Mkt: 1	0 70									Total Land - J	Just \$380,765

Miscellaneous Improvements

Туре	Nbr Units	Type	Life	Year In	Grade	Length	Width
112 FENCE WIRE/BD	8,000.00	LF	10	2002	3	0.0	0.0
						Total Value	- \$8,608

Appraiser Notes

HAS CATTLE

Permit Number

ZONE CHANGE FROM M1 TO B2 AND R1 ON 4/19/05

Planning and Building ** Permit Search **

Complete Date

Description

Issued Date

		Cost/Ma	arket Summary			
Buildings R.C.N.	\$0	1/1/1800				
Total Depreciation	\$0					
Bldg - Just Value	\$0		DIJ. NIL.	DCN	Demociation	D
Misc - Just Value	\$8,608	3/17/2022	Bldg Nbr	RCN	Depreciation	Depreciated
Land - Just Value	\$380,765	4/11/2022				
Total Just Value	\$389,373					

ATTACHMENT C C-14

This Instrument Prepared by and to be Returned to: PARTNERSHIP MANAGEMENT SERVICES GROUP 625 WALTHAM AVE. ORLANDO FL.32809

DEED-FS:

FEE SIMPLE INTEREST - BASEDEV

GENERAL WARRANTY DEED TO TRUSTEE

(DEED IN LIEU OF FORECLOSURE)

IDENTIFICATION SECTION:

GRANTOR: LAWRENCE E. WHITE, AS TRUSTEE OF THE

INGERSOLL-WHITE BASELINE NORTH LAND TRUST

AND

LAWRENCE E. WHITE, AS TRUSTEE OF THE

INGERSOLL-WHITE BASELINE SOUTH LAND TRUST

(TOGETHER THE "GRANTOR TRUSTS")

GRANTOR'S ADDRESS: 625 Waltham Ave.

Orlando, Fl. 32809

GRANTEE: DIMINO HOLDINGS ASSOCIATES, LLC

AS TRUSTEE UNDER LAND TRUST AGREEMENT BASEDEV

LAND TRUST NAME: BASEDEV

LAND TRUST AGREEMENT DATE: December 1, 2021

GRANTEE'S ADDRESS: 625 Waltham Ave.

Orlando, Fl. 32809

EXECUTION DATE: JANUARY 31, 2022

VESTING DATE: JANUARY 31, 2022

COMMENCEMENT DATE: JANUARY 31, 2022

REAL PROPERTY LOCATION: MARION COUNTY, FLORIDA See Exhibit "A" (the "REAL PROPERTY")

(Wherever used herein, the terms "GRANTOR", "GRANTEE", and "TRUSTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships. Limited liability companies and trustees).

BACKGROUND:

THE REAL PROPERTY BEING CONVEYED HEREIN IS SUBJECT TO A CERTAIN ORDER OF FORECLOSURE (the "FORECLOSURE"), CURRENTLY IN FAVOR OF DIMINO HOLDINGS ASSOCIATES, LLC AS TRUSTEE UNDER LAND TRUST AGREEMENT BASEDEV ("BASEDEV"),

GRANTOR AND BASEDEV HAVE AGREED THAT, IN LIEU OF COMPLETING THE FORECLOSURE, GRANTOR SHALL CONVEY THE REAL PROPERTY TO BASEDEV

BASED ON INSTRUCTIONS FROM A MAJORITY IN INTEREST OF EACH GRANTOR TRUST, CO-TRUSTEE OF THE GRANTOR TRUSTS, LAWRENCE E. WHITE, IS EXECUTING THIS DEED IN LIEU OF FORECLOSURE.

THIS INDENTURE, WITNESSETH: that the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which consideration is acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, as TRUSTEE under the provisions of that certain LAND TRUST AGREEMENT whose post office address is the GRANTEE ADDRESS, an estate in fee simple, effective on the VESTING DATE with right to possession on and after the COMMENCEMENT DATE in and to that certain real property situated in the COUNTY AND STATE and described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the buildings, fixtures and improvements thereon (said real property, tenements, hereditaments, appurtenances, buildings, fixtures and improvements being herein collectively referred to as the "REAL PROPERTY").

TO HAVE AND TO HOLD, the above-described estate and interest in and to the REAL PROPERTY, with the appurtenances, unto the GRANTEE as TRUSTEE under the LAND TRUST AGREEMENT upon

ATTACHMENT C C-16

the trust and for the purposes set forth in this instrument and in the LAND TRUST AGREEMENT.

AND the GRANTOR hereby covenants with said GRANTEE that the GRANTOR is lawfully seized of said REAL PROPERTY in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said REAL PROPERTY; that the GRANTOR hereby fully warrant the title to said REAL PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said REAL PROPERTY is free of all encumbrances and matters except the lien for taxes accruing subsequent to December 31 of the year of The VESTING DATE.

Full power and authority is hereby granted to GRANTEE (and to its respective successor TRUSTEE) to protect, conserve, sell, lease, encumber, and otherwise manage and dispose of its interest and estate in the REAL PROPERTY; it being the intent of this instrument to vest in the GRANTEE the foregoing estate and interest in the REAL PROPERTY pursuant to, and with all the power and authority described in, Section 689.071, Florida Statutes.

In no case shall any person or entity dealing with the GRANTEE, in relation to said REAL PROPERTY, or any part thereof, in connection with any conveyance, lease, mortgage or otherwise by said GRANTEE, or its successor TRUSTEE, be obliged to see to the application of any purchase money, rent, loan proceeds, or other funds or assets, or be obliged to see that the terms of said LAND TRUST AGREEMENT have been complied with, or be obliged or privileged to inquire into any of the terms of said LAND TRUST AGREEMENT, and every deed, mortgage, lease or other instrument executed by said GRANTEE (or its successor TRUSTEE) in relation to or concerning its or his estate or interest in said REAL PROPERTY shall be conclusive evidence in favor of every person relying upon or claiming under or by virtue of any such conveyance, lease, mortgage, or other instrument (i) that at the time of its delivery, the trust created by this instrument and by said LAND TRUST AGREEMENT was in full force and effect, (ii) that the conveyance, lease, mortgage or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the said LAND TRUST AGREEMENT and is binding upon all beneficiaries under all such instruments, (iii) that the GRANTEE (and any successor TRUSTEE) was duly authorized and empowered to execute and deliver every such conveyance, mortgage, lease or other instrument, and (iv) that if the conveyance, lease, mortgage or other instrument is executed by a successor or successors in trust, such successor or successors in trust have been duly appointed and fully vested with all requisite right, title, interest and estate.

Any contract, obligation or indebtedness incurred or entered into by the GRANTEE in connection with the GRANTEE's interest and estate in the REAL PROPERTY may be entered into by

the GRANTEE in the name of the then beneficiaries under said LAND TRUST AGREEMENT under which the GRANTEE is TRUSTEE, as attorney-in-fact for such beneficiaries, or, at the election of the GRANTEE, in its own name as TRUSTEE of the trust created under the LAND TRUST AGREEMENT, and neither the GRANTEE nor any of its principals shall have any obligation whatsoever with respect to any such contract, obligation or indebtedness except only insofar as the trust property and funds in the actual possession of the GRANTEE (in its capacity as said TRUSTEE) shall be available for its payment and discharge and all persons and entities whomsoever shall be charged with notice of this condition from the date of recordation of this instrument.

The interest of each beneficiary under said LAND TRUST AGREEMENT, and of all persons claiming by, under or through such beneficiaries, or any of them, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said REAL PROPERTY, and no beneficiary under said LAND TRUST AGREEMENT shall have any title or interest, legal or equitable, in or to said REAL PROPERTY as such, but only an interest in the earnings, avails and proceeds from such REAL PROPERTY as aforesaid.

The TRUSTEE (as Trustee and individually) shall have no personal liability to any person or entity whomsoever, and all persons and entities dealing with the TRUSTEE must look solely to the REAL PROPERTY for enforcement of any claims against the TRUSTEE (as Trustee and individually); The TRUSTEE (as Trustee and individually) assumes no personal liability for obligations and/or actions assumed, entered into or taken with respect to the REAL PROPERTY, or any part thereof, or with respect to the exercise by TRUSTEE of any of the powers conferred upon the TRUSTEE hereunder or under the TRUST AGREEMENT.

GRANTOR certifies that on the date of execution, delivery and recordation of this instrument, neither the GRANTOR nor any member of the family of the GRANTOR, reside upon any portion of the REAL PROPERTY or any property contiguous thereto; the above-described property is not the constitutional homestead of the GRANTOR.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this instrument on the EXECUTION DATE.

Signed, sealed and delivered in the presence of:

LAWRENCE E. WHITE, AS TRUSTEE OF THE

INGERSOLL-WHITE BASELINE NORTH LAND TRUST

WITNESS:

David Wirrinerk.

BY.

TYPE OR PRINT NAME

LAWRENCE E. WHITE

LAWRENCE E. WHITE, AS TRUSTEE OF THE INGERSOLL-WHITE BASELINE SOUTH LAND TRUST

WITNESS:

Heather New W

BY:

TYPE OR PRINT NAME

LAWRENCE E. WHITE VICE PRESIDENT, MANAGING PARTNER

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE as TRUSTEE OF each GRANTOR TRUST to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this $31^{\rm ST}$ day of January 31, 2022.

Notary Public State of Florida Heather Anne Newby My Commission GG 250125 Expires 08/19/2022 (Type OR PRINT NAME)
Notary Public - State of Florida

My Commission Expires: 08/19/2022

Exhibit "A"

Legal Description

PARCEL 1: (TRACT C-1)

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; RUN THENCE SOUTH 89°29'36" EAST ALONG THE SOUTH BOUNDARY OF AFORESAID NORTHWEST 1/4 A DISTANCE OF 710.00 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE NORTH 00°01'54" EAST ALONG THE WESTERLY BOUNDARY OF AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 824.77 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED; THENCE CONTINUE NORTH 00°01'54" EAST ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 500:04 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 19; THENCE PROCEED SOUTH 89°31'01" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1921.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19; THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 23 EAST RUN SOUTH 89°30'51" EAST 50.00 FEET TO A POINT; THENCE DEPARTING SAID NORTH BOUNDARY PROCEED SOUTH 00°01'54" WEST PARALLEL WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-35, A DISTANCE OF 770.39 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF A ROAD UNDER CONSTRUCTION (THE EASTERLY EXTENSION OF SE 92ND PLACE ROAD), SAID NORTHERLY RIGHT OF WAY BEING A NON TANGENT CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 20°10'07" AND A RADIUS OF 4669.00 FEET; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID NON TANGENT CURVE, A DISTANCE OF 1643.53 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°53'07" WEST, 1635.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°58'42" WEST, A DISTANCE OF 361.77 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 2: (TRACT C-2)

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; RUN THENCE SOUTH 89°29'36" EAST ALONG THE SOUTH BOUNDARY OF AFORESAID NORTHWEST 1/4 A DISTANCE OF 710.00 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED; THENCE DEPARTING SAID SOUTH BOUNDARY PROCEED NORTH 00°01'54" ALONG THE WESTERLY BOUNDARY OF AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 1204, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 654.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A ROAD UNDER CONSTRUCTION (THE EASTERLY EXTENSION OF SE 92ND PLACE ROAD), THENCE DEPARTING SAID WESTERLY BOUNDARY PROCEED SOUTH 89°58'42" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 361.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 20°57'56" AND A RADIUS OF 4499.00 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1646.27 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°29'12" EAST, 1637.09 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY PROCEED SOUTH 00°01'54" WEST PARALLEL WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-35, A DISTANCE OF 373.28 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID SECTION 19; THENCE NORTH 89°29'36" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1971.84 FEET TO THE POINT OF BEGINNING.

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company RED JACKET DEVELOPMENT GROUP, LLC

Filing Information

Document Number M11000001058 **FEI/EIN Number** 20-3523916 **Date Filed** 02/28/2011

State DE Status **ACTIVE**

Principal Address

625 WALTHAM AVENUE ORLANDO, FL 32809

Mailing Address

625 WALTHAM AVENUE ORLANDO, FL 32809

Registered Agent Name & Address

RED JACKET DEVELOPMENT CORPORATION **625 WALTHAM AVENUE** ORLANDO, FL 32809

Authorized Person(s) Detail

Name & Address

Title MGR, VP

FRANKEL, CLAY **625 WALTHAM AVENUE** ORLANDO, FL 32809

Annual Reports

Report Year	Filed Date
2020	04/27/2020
2021	04/27/2021
2022	04/25/2022

Document Images

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