ATTACHMENT A

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

ZONING CHANGE APPLICATION

The undersigned hereby requests a Zoning Change in accordance with the Marion County Land Development Code, Articles 2 and 4, on the below described property and area from: B2 to: RR1 for the intended use of: Mobile Home

Parcel ID Number(s): 03873-000-00

Property/Site Address: 731 W Hwy 318 Citra, FL 32113

Future Land Use Designation: RR **Total Acreage:** .20

URBAN RESIDENTIAL

Each property owner(s) MUST sign this application or provide written authorization naming an Applicant or Agent below to act on his/her behalf. Please **print** all information, except for the Owner and Applicant/Agent signature. If multiple Owners or Applicants/Agents, please use additional pages.

Property Owner Name (print) CGB Investment Properties LLC	**Applicant or Agent Name (print)** Anthony White
Mailing Address PO Box 532	**Mailing Address** 2226 E Silver Springs Blvd
City, State, Zip Ocala, FL 34478	**City, State, Zip** Ocala, FL 34470
Phone Number (include area code) 352-274-3380	**Phone Number (include area code)** 352-427-2907
E-Mail Address chris@cgbconstruction.com	**E-Mail Address** ocalaflrealtor@earthlink.net
Signature* CG Bennett Sr	***Signature**** Anthony White
Printed Name and Title of Authorized Signer (for corporate, trust & other entities) Christopher G Bennett Sr.	**Printed Name and Title of Authorized Signer (for corporate, trust & other entities)** ANTHONY WHITE

*By signing this application, the Owner, Applicant, and/or Agent hereby authorizes Growth Services to enter onto, inspect, and traverse the property indicated above, to the extent Growth Services deems necessary, for the purposes of assessing this application and inspecting for compliance with County ordinances and any applicable permits.

STAFF/OFFICE USE ONLY			
Project No.:	*Plan No.:*		*Code Case No.:*
Rcvd by:	*Rcvd Date: / /*	*Time:*	*PZ Case No.:*

Please note: The Zoning Change will not become effective until 14 days 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 must be present at all pertinent public hearings to represent this application. 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 Applicant or Agent must be correct and legible to be processed. The filing fee is non-refundable. For more information, please contact the Growth Services Zoning Division at 352-438-2675.

Zoning Change Application
Document Completeness Checklist

The County will not review a Zoning Change application unless the Applicant provides a signed and complete application, application fee payment, and all other required materials. All required materials and payment must be included with the application at the time of submission. Documents can be submitted on various page sizes, but must be legible on 8.5"x11" Letter paper with no resulting font size less than 12pt.

By signing this application on the first page, you acknowledge that **all** required materials and payments must be submitted in full and in accordance with the specified guidelines. Incomplete or inaccurate submissions may result in rejection and return without further review.

To help ensure your application is complete, you may contact a planner with the Growth Services Department at 352-438-2674.

A Zoning Change application is complete and sufficient for Growth Services review when an Applicant provides the following materials and information:

1. ☑ A signed and complete application form accompanied by payment of the application fee.
   a. Note: To confirm the appropriate payment amount, see the fee schedule available on the Marion County Growth Services webpage. Payments may be made by **cash, check, or credit card[1]. Make checks payable to: Marion County Board of County Commissioners.**
   b. Note: Ensure the application is signed by the Owner(s) and Applicant/Agent or provide written authorization naming the Applicant/Agent to act on behalf of the Owner(s).
2. ☑ A Letter of Intent that describes:
   a. The current use, zoning, and future land use designations of the subject property;
   b. The rezoning request and the intended use;
   c. Any concurrent applications (e.g., comprehensive plan amendment, special use permit, variance); and
   d. Any proposed strategies to address potential land use compatibility/character conflicts with surrounding properties (e.g., modified buffers and landscaping, enhanced setbacks, building height step-downs, etc).
3. ☑ A copy of the most recent **recorded deed** conveying the property to the current owner.
   a. If the property is owned by a Corporation or Trust, also provide a copy of the Corporation or Trust document showing the person signing as "Owner" is a manager/registered agent of the company.

[1] Payments using a credit card are subject to a surcharge service fee.

4. ☑ A certified legal description, including the acreage, accompanied with a boundary sketch signed by a Florida Licensed Professional Surveyor for the specific property proposed to be amended.
5. ☑ A location map that clearly:
   a. Outlines the subject property; and
   b. Shows the current zoning, future land use designation, and existing land uses for the subject property and all adjacent properties
6. ☐ One of the following: traffic statement, traffic assessment, or traffic study per LDC Sec. 6.11.3.
7. ☐ A Justification Statement that addresses:
   a. Market demand and the necessity for the change;
   b. Availability and potential need for improvements to public or private facilities and services;
   c. Environmentally sensitive areas, natural and historic resources, and other resources in the County, if applicable;
   d. Agricultural activities and rural character of the area, if applicable;
   e. Consistency with the Urban Growth Boundary, if applicable;
   f. Consistency with planning principles and regulations in the Comprehensive Plan, Zoning, and LDC;
   g. Consistency with FLUE Policy 2.16 - Protection of Rural Areas & FLUE Policy 2.17 Conversion of Rural Lands, if applicable;
   h. Compatibility with current uses and land uses in the surrounding area;
   i. Water Supply and Alternative Water Supply needs; and
   j. Concurrency.
8. ☐ (Optional) Any additional supporting documents, media, or information to support the application. Provide a written or typed itemized list detailing all supplemental attachments.

I, Christopher G Bennett Sr., President of CGB Investment Properties LLC authorize Anthony White as agent to act on my behalf for application of 731 W Hwy 318 Citra, FL 32113 Parcel# 03873-000-00.

Christopher G Bennett Sr.

The property Parcel# 03873-000-00 has current use of residential, there was an old mobile home on the property for many years that was removed approximately 2 year ago because it was uninhabitable. The current land use is urban residential and the zoning is B2 which doesn't comply. We are requesting the zoning be changed to RR1 after discussion with planning and zoning so that a new mobile home can be placed on the property.

SOLE MEMBER OPERATING AGREEMENT
OF
CGB Investment Properties, LLC

A Florida Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of **July 22, 2020**, by and among **CGB Investment Properties, LLC**, an Florida Limited Liability Company (the "Company") and **Christopher G. Bennett, Sr**. executing this Agreement as the sole member of the Company (the "Member") and hereby states as follows:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Organization.

   1. Formation of LLC.

      The Member has formed an Florida Limited Liability Company named **CGB Investment Properties, LLC** by filing the Articles of Organization with the office in the State of Florida on **July 22, 2020**. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Florida relating to the formation, operation and taxation of a LLC, specifically the provisions under Chapter 605 (Florida Revised Limited Liability Company Act) which set out the guidelines and procedures for the formation and operation of a LLC hereinafter collectively referred to as the "Statutes." To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

   2. Purposes and Powers.

      a) The purposes of the Company shall be:

         (i) Real Estate Investments; and

         (ii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.

      b) The Company shall have all powers necessary and convenient to affect any purpose for which it is formed, including all powers granted by the Statutes.

   3. Duration.

      The Company shall continue in existence until dissolved, liquidated or terminated in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

6. Books, Records and Accounting.

a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. U.S. Federal / Florida State Income Tax Treatment.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

8. Rights, Powers and Obligations of Member.

a. Authority. **Christopher G. Bennett, Sr.,** as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.

b. Liability to Third Parties. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.

c. Rights, Powers and Obligations of Manager.

d. The Company is organized as a "member-managed" limited liability company.

e. The Member is designated as the initial managing member.

f. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

g. Other Activities.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

9. Limitation of Liability; Indemnification.

a) Limitation of Liability and Indemnification of Member.

i. The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth in Section 10(a)(i).

iii. Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.

iv. All rights of the Member to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

v. The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

10. Disability & Dissolution.

a. Disability of Member. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

b. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of:

i. At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement.

ii. The determination by the Member that the Company shall be dissolved.

11. Miscellaneous Provisions.

a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.

e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

f. Governing Law. This Agreement is being executed and delivered in the State of Florida and shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Member has hereunto set such Member's hand as of the day and year first above written.

Managing Member's Signature: ______________________

Print Name: Christopher G. Bennett, SR.

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

STATE OF FLORIDA
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 22nd day of July, 2020 by Christopher G. Bennett, SR..

Notary Public State of Florida
Sabrina Hughes
My Commission HH 349117
Expires 4/8/2027
(NOTARY SEAL)

Personally Known ✓ OR Produced Identification _______
Type of Identification Produced ______________________

ATTACHMENT A

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

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

2026 Property Record Card

03873-000-00

GOOGLE Street View

Prime Key: 55531 MAP IT+ Current as of 3/10/2026

Property Information

CGB INVESTMENT PROPERTIES LLC
300 SW 36TH PL
OCALA FL 34471-7209

Taxes / Assessments:
Map ID: 171
Millage: 9001 - UNINCORPORATED

M.S.T.U.
PC: 02
Acres: .20

Situs: 731 W HWY 318 CITRA

2025 Certified Value

Land Just Value	$12,122
Buildings	$10,402
Miscellaneous	$0
Total Just Value	$22,524
Total Assessed Value	$21,136
Exemptions	$0
Total Taxable	$21,136
School Taxable	$22,524

Impact
Ex Codes: ($1,388)

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$12,122	$10,402	$0	$22,524	$21,136	$0	$21,136
2024	$9,196	$10,019	$0	$19,215	$19,215	$0	$19,215
2023	$6,354	$8,957	$0	$15,311	$13,833	$0	$13,833

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
8136/1028	08/2023	07 WARRANTY	8 ALLOCATED	Q	I	$60,000
7988/0963	02/2023	07 WARRANTY	0	U	I	$100
6425/1527	07/2016	07 WARRANTY	2 V-SALES VERIFICATION	U	I	$12,000
5467/0850	01/2011	62 DISTR	0	U	I	$100
5468/0748	11/2010	05 QUIT CLAIM	7 PORTIONUND INT	U	I	$100
5030/0779	04/2008	07 WARRANTY	7 PORTIONUND INT	U	V	$23,000
4174/0743	09/2005	25 PER REP	0	U	V	$100
UNRE/INST	01/2005	71 DTH CER	0	U	V	$100
4041/1306	01/2005	74 PROBATE	0	U	V	$100
UNRE/INST	05/1985	71 DTH CER	0	U	V	

Property Description

Privacy - Terms

Improvement MH - MOBILE - MOBILE HOME RESID
Effective Age 9 - 40-99 YRS
Condition 0
Quality Grade 400 - FAIR
Inspected on 5/3/2016 by 220

Year Built 1980
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture 2 - MBL HOME
Base Perimeter 96

Type ID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
MBL	0120 - MH ALUM SIDING	1.00	1980	N	0 %	0 %	432	432

Section: 1

Roof Style: 10 GABLE
Roof Cover: 16 GALVANIZED MTL
Heat Meth 1: 02 NO HEAT METHOD
Heat Meth 2: 00
Foundation: 3 PIER
A/C: N

Floor Finish: 24 CARPET
Wall Finish: 12 PLYWD PANELING
Heat Fuel 1: 06 GAS
Heat Fuel 2: 00
Fireplaces: 0

Bedrooms: 2
4 Fixture Baths: 0
3 Fixture Baths: 1
2 Fixture Baths: 0
Extra Fixtures: 2

Blt-In Kitchen: Y
Dishwasher: N
Garbage Disposal: N
Garbage Compactor: N
Intercom: N
Vacuum: N

Miscellaneous Improvements

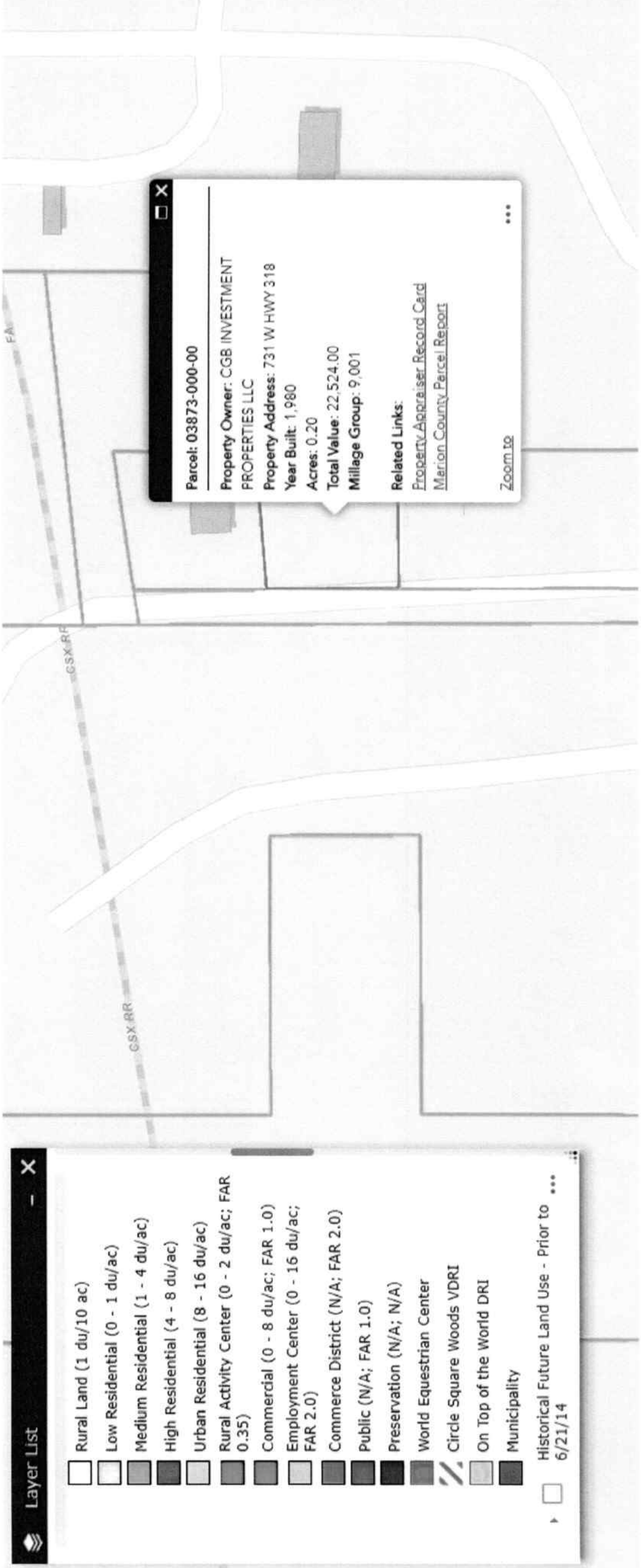
Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
256 WELL 1-5 BTH	1.00	UT	99	1999	2	0.0	0.0
190 SEPTIC 1-5 BTH	1.00	UT	99	2000	2	0.0	0.0

Appraiser Notes

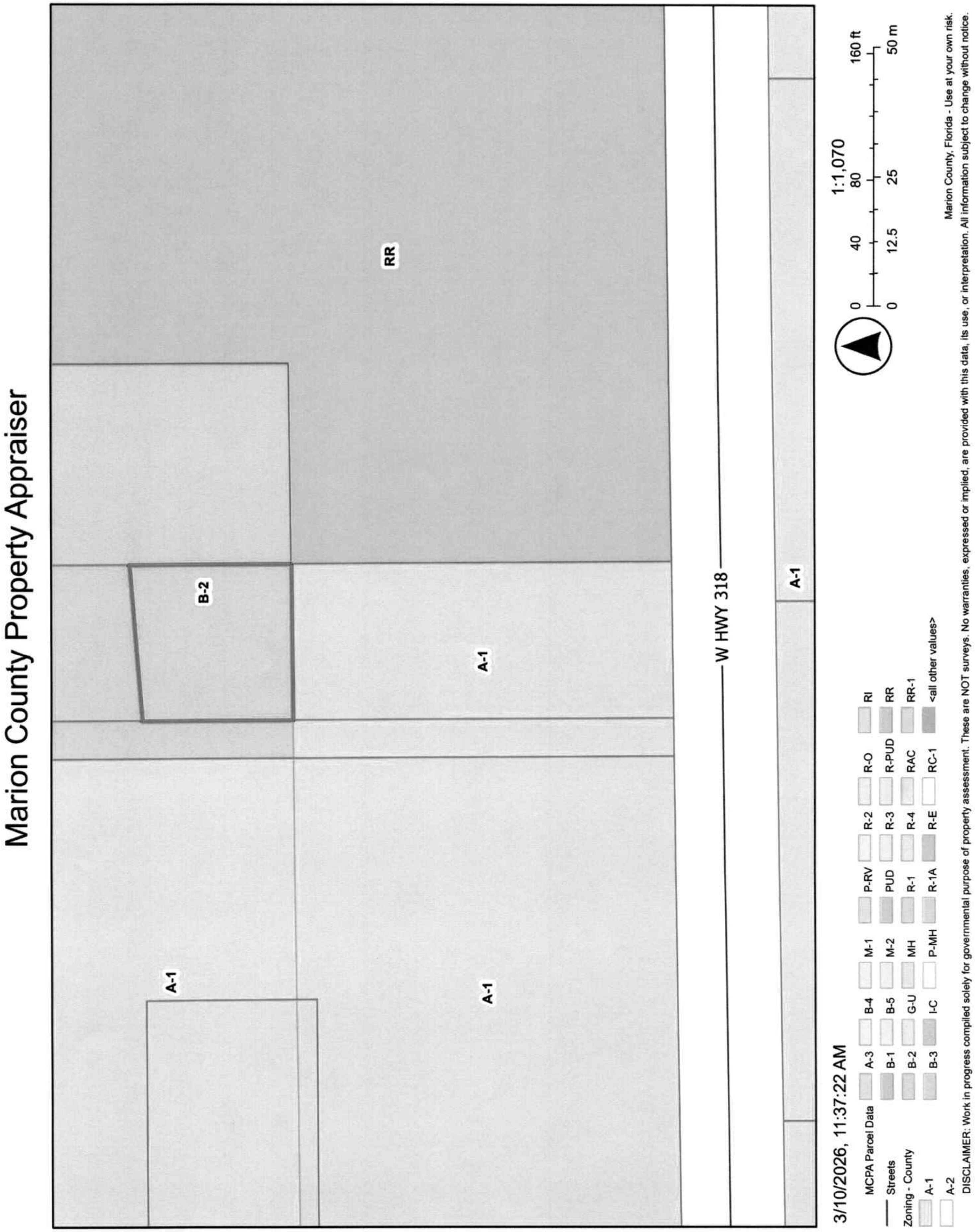
Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description
0101170	10/1/1999	11/1/1999	WELL

ATTACHMENT A



ATTACHMENT A



Recording: $__________
Doc. Stamps: $__________

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 09/01/2023 04:02:23 PM
FILE #: 2023113007 OR BK 8136 PGS 1028-1029
REC FEES: $18.50 INDEX FEES: $0.00
DDS: $420.00 MDS: $0 INT: $0

Prepared by:
Lindsey Farris
Daniel Hicks, P.A.
421 South Pine Avenue
Ocala, Florida 34471

File Number: 2023-088DHRP

Warranty Deed

Made this August 30, 2023 A.D. By **Basile Enterprises, LLC, a Florida limited liability company,** whose address is: 50 Northeast 192 Street, Citra, Florida 32113, hereinafter called the grantor, to **CGB Investment Properties, LLC, a Florida limited liability company,** whose post office address is: 300 SW 36th Place, Ocala, Florida 34471, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Marion County, Florida, viz:

The South 1/2 of the East 100 feet of the West 125 feet of the East 7.58 chains of the West 15.41 chains lying South of railroad right-of-way of lot 25 of Subdivision G.I.F. Clark Grant, MARION County, Florida.

AND

Parcel 1:
A portion of Government Lot 7, Section 30. Township 12 South. Range 22 East, Marion County, Florida, being more particularly described as follows: Commencing from the NW corner of Government Lot 7, Section 30, Township 12 South, Range 22 East; Thence Easterly along the North boundary of said Government Lot 7 also being the South boundary of GIF Clark Grant, 540.22 feet to a concrete monument and the Point of Beginning; Thence continue East 101.13 feet to a concrete monument; Thence South to the North right of way line of State Road No. 318 (66 feet wide); Thence westerly along the North right of way line of State Road No. 318, 100.00 feet. more or less, to a point that is South from the Point of Beginning; Thence North to the North line of Government Lot 7 and the South line of GIF Clark Grant and the Point of Beginning

Parcel ID Number: **03873-000-00 and 03600-002-00**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Marlene Larsen
Witness Printed Name Marlene Larsen

Paula S. Chambers
Witness Printed Name Paula S. Chambers

Basile Enterprises, LLC, a Florida limited liability company
Richard J. Basile Sr. (Seal)
Richard J. Basile, Sr., as Managing Member
Address: 50 Northeast 192 Street, Citra, Florida 32113

Tammy Basile (Seal)
Tammy L. Basile, as Managing Member
Address: 50 Northeast 192 Street, Citra, Florida 32113

DEED Individual Warranty Deed - Legal on Face
Closers' Choice

Recording: $__________
Doc. Stamps: $________

Prepared by:
Lindsey Farris
Daniel Hicks, P.A.
421 South Pine Avenue
Ocala, Florida 34471

File Number: 2023-088DHRP

State of Florida
County of Marion

The foregoing instrument was acknowledged before me by means of physical presence on this 25 day of August, 2023, by Richard J. Basile, Sr. and Tammy L. Basile, as Managing Members of Basile Enterprises, LLC, a Florida limited liability company, who is/are personally known to me or who has produced FL DL as identification.

Paula S. Chambers
Notary Public
Print Name:______________________

My Commission Expires:______________________

PAULA S. CHAMBERS
Commission # HH 435061
Expires August 17, 2027

DEED Individual Warranty Deed - Legal on Face
Closers' Choice