

# ATTACHMENT A - PUD Amendment Application Package AR 32444



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

## STAFF/OFFICE USE ONLY

Case No.:	
AR No.:	32444
PA:	APPLICATION COMPLETE
DATE COMPLETED	1/24/2025
INITIALS	EM

TENTATIVE MEETING DATES

P&Z PH 3/31/2025

BCC/P&Z PH 4/14 & 4/15/2025

PARCEL ACCOUNT NUMBERS: 48347-000-00

## APPLICATION FOR ~~PUD REZONING~~ or PUD AMENDMENT

With: Concept Plan X Master Plan \_\_\_\_\_

The undersigned hereby requests a zoning change per Marion County Land Development Code (LDC), Article 4, Zoning, on the below described property and area, to PUD (PLANNED UNIT DEVELOPMENT) from:

Amend the PUD 220919ZP to only require 6' privacy fence along north, south, and east boundaries.

Property Address: 16205 SE 73rd Avenue Also, modify amenities according to submitted concept plan.  
Also, addition of one lot (total of 159) based on actual acreage per survey

Legal Description: Attach a copy of the deed(s) with property legal description and demonstrating ownership.

Required Documents: Attach a copy of the required PUD 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: 39.94+/- Maximum Proposed Residential Units: 159  
(# SFR 159 # MF \_\_\_\_\_)

Maximum Non-Residential (Commercial or Industrial) Acreage: None

The property owner must sign this application unless written authorization naming the listed applicant/agent to act on his/her behalf is attached.

Southeast 73rd Avenue, LLC

Property Owner name (please print)

3910 SW College Road, Suite 202

Mailing Address

Ocala, FL 34474

City, State, Zip Code

352-239-0683

Phone Number (include area code)

mattfabian@gmail.com

E-Mail Address (include complete address)

Signature\*

Tillman & Associates Engineering, LLC

Applicant/Agent Name (please print)

1720 SE 16th Avenue, Bldg 100

Mailing Address

Ocala, FL 34471

City, State, Zip Code

352-387-4540

Phone Number (include area code)

permits@tillmaneng.com

E-Mail Address (include complete address)

Signature

\*By signing this application, applicant 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 ordinance and any applicable permits.

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 must be present at the public hearing 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 owner and/or applicant/agent must be correct and legible in order to be processed.

## STAFF/OFFICE USE ONLY

Project No.: 2010 01 0024	Code Case No.:	Application No.:
Rcvd by: EM	Rcvd Date: 1/24/2025	ELUM: AR No.: 32444
		Rev: 12/21/23

Empowering Marion for Success



January 2025

Growth Services  
2710 E Silver Springs Blvd  
Ocala, FL 34470

RE: Submittal letter for Amendment to PUD 220919ZP

Submitted documents:

1. Executed application
2. MCPA Card
3. Recorded Deed
4. Sun Biz Document
5. Operating Agreement
6. Revised Concept Plan
7. Previously approved PUD letter and Ordinance

Mr. Varadin,

Please accept this submittal application to amend previously approved PUD 220919ZP. The following changes are being made for consideration.

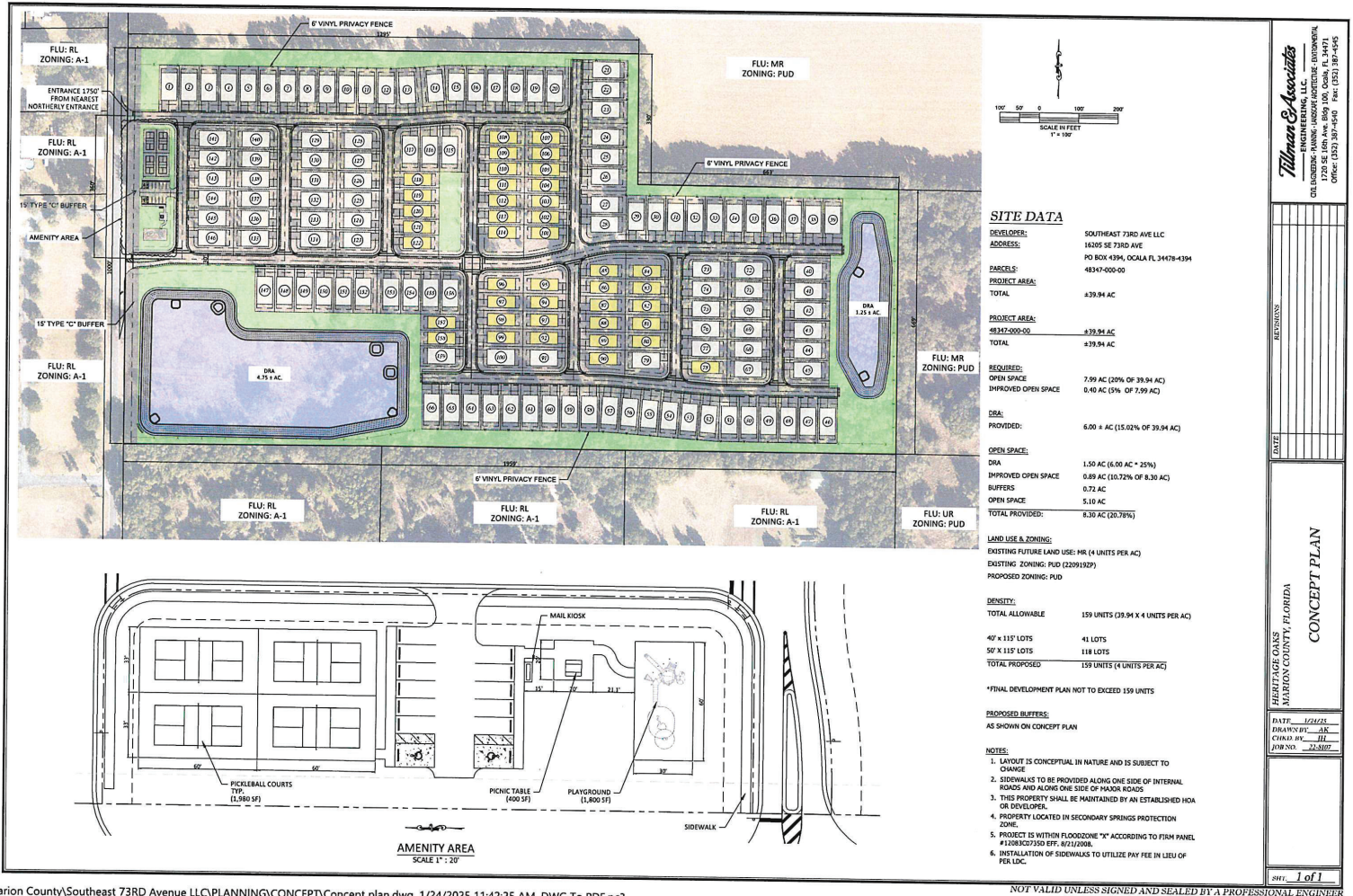
- Eliminating vegetative buffering along the perimeter of the project for the north, south and eastern boundaries. Only to include a 6' privacy fence. Our client believes that there will be enough existing vegetative buffering in place in these locations that do not warrant additional plantings. The residential use being proposed is not a high intense use and is adjacent to similar uses or less intense uses. They believe that a 6' high privacy fence is sufficient. The standard type C buffer remains along the western boundary of the project.
- At the time of the original submittal, we did not have an accurate acreage of the site. Our density was calculated based on the MCPA data. We have since obtained a survey that gives an acreage size of 39.94+/- . This allows us to increase, with approval of course, to 159 lots from the original 158 lots. Therefore, we are requesting an increase of one single lot.
- The provided concept will demonstrate the relocation and specific type of amenities being requested. Previous approval required a dog park, community park/walking trail, playground, and clubhouse. We are now requesting 4 pickleball courts, 1,800 square feet playground, a picnic table, and small areas for outside recreation. Our client believes that this amount of amenities is sufficient for the 159 units being proposed.

Sincerely,

Tillman and Associates Engineering, LLC



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### AMENDED AND RESTATED OPERATING AGREEMENT FOR SOUTHEAST 73RD AVE., LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT FOR SOUTHEAST 73RD AVE., LLC, is entered into on the date (the "Effective Date") by the last of the parties hereto by:

- HTM Developers, LLC, a Florida limited liability company ("HTM");
- The following (individually and collectively, and jointly and severally, the "McLaughlins"):
  - Patrick A. McLaughlin;
  - Patrick A. McLaughlin II.

in order to regulate the rights and responsibilities of Members<sup>1</sup> with respect to their interests in, Southeast 73rd Ave., LLC, a Florida limited liability company (the "Company").

#### WHEREAS:

- A. Since Company was formed in 2006, the McLaughlins have been the sole Members of Company.
- B. Company is currently governed by an *Amended Operating Agreement of Southeast 73<sup>rd</sup> Ave., LLC, a Florida limited liability company* (the "Prior Agreement").
- C. As of the Effective Date, Company is issuing to HTM additional Membership Interests in Company, constituting fifty percent (50%) of all Distribution Percentages of Company.
- D. The McLaughlins and HTM desire to amend and restate the Prior Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

#### Article 1. DEFINITIONS; ORGANIZATION

- 1.1. **Definitions from Act.** As used herein, the following terms have the same meanings as they have under the Act (regardless of whether they are capitalized):
  - 1.1.1. Articles of Organization.
  - 1.1.2. Authorized Representative.
  - 1.1.3. Contribution.
  - 1.1.4. Entity.
  - 1.1.5. Manager.
  - 1.1.6. Member.

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<sup>1</sup> Terms capitalized and not previously defined are defined in paragraph 1.1 or paragraph 1.2.



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- 1.1.7. Person.
- 1.1.8. Transfer.
- 1.1.9. Transferable Interest.
- 1.1.10. Transferee.

1.2. **Definitions.** As used herein, the following terms have the following meanings:

- 1.2.1. *Bulk Buyer* – A national home builder who enters into under a Bulk Sales Contract with Company.
- 1.2.2. *Bulk Buyer Loan* – A loan from a Bulk Buyer to Company to help pay or defray development costs of the Property.
- 1.2.3. *Bulk Buyer Mortgage* – A mortgage on the Property to secure a Bulk Buyer Loan.
- 1.2.4. *Bulk Sales Contract* – A contract between Company and a Bulk Buyer for the purchase of Lots within a subdivision of the Property.
- 1.2.5. *Capital Account* – As defined in paragraph 4.3.
- 1.2.6. *Code* – The Internal Revenue Code of 1986, as amended from time to time.
- 1.2.7. *Company* – This limited liability company.
- 1.2.8. *Company Accountant* – Steven T. Lee of Purvis, Gray and Company, or such other certified public account as selected by HTM in its sole discretion.
- 1.2.9. *Distribution Percentage* – For each Member, the percentage set forth opposite such Member's name under the column entitled "Distribution Percentage" on the attached **Exhibit A**.
- 1.2.10. *HTM Initial Contribution* – The initial Contribution made by HTM to Company upon its acquisition of its Membership Interest in the amount of \$1,600,000.00. The HTM Initial Contribution will be paid by HTM pursuant to paragraph 2.1.3
- 1.2.11. *Member Loan* – One or more loans to be made by one or more Members to Company pursuant to paragraph 2.4.
- 1.2.12. *Interest or Membership Interest* – The right of a Member to any and all distributions to which such Member may be entitled as provided in this Agreement, together with rights and obligations of a Member as a "member" under the Act or this Agreement. Thus, an Interest includes a Transferable Interest as well as all other rights of a Member. A Member's Interest is equal to such Member's Distribution Percentage.
- 1.2.13. *Majority-In-Interest* – Members owning more than fifty percent (50%) of the Distribution Percentages of Company, and who have the right to vote.
- 1.2.14. *McLaughlin Initial Contribution* – The Contribution made by the McLaughlins is based upon the Members' good faith estimate of the fair market value of the Property.

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- 1.2.15. *Net Cash Receipts* – For the applicable period, the gross receipts of Company during such period plus any reductions in funded reserves established by Members for anticipated or contingent liabilities arising out of the reversal of such reserves, less the following: (1) cash operating expenses paid during such period; (2) interest and principal paid during such period on any indebtedness of Company; (3) expenditures for capital improvements and other capital items paid during such period; and (4) additions to funded reserves made during such period. For purposes of the foregoing, (a) gross receipts of Company shall not include Contributions or loans by Members; (b) reserves for anticipated or contingent liabilities and working capital shall be established for Company in such amounts as are reasonably determined by Members; and (c) no deductions from gross receipts of Company shall be made for amounts paid out of funded reserves.
- 1.2.16. *Property* – As described in the attached **Exhibit B**.
- 1.2.17. *Required Expenditures* – Such amounts as may be needed to pay any and all amounts necessary to timely discharge any obligations of Company and pay all costs otherwise related to the business affairs of Company.
- 1.2.18. *Treasury Regulation(s)* – The Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended or supplemented from time to time.
- 1.3. **Additional Definitions and Rules of Construction.** Unless the context requires a different construction:
- 1.3.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.
- 1.3.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.
- 1.3.3. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”
- 1.3.4. The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement.
- 1.3.5. A reference to an Article, paragraph, subparagraph or other subpart, shall include all paragraphs, subparagraphs, and subparts under the referenced part.
- 1.4. **Formation of Company.** Company was formed under and pursuant to the provisions of the Florida Limited Liability Company Act, Chapter 605, Florida Statutes (the “Act”), for the purposes and scope set forth in this Agreement. Articles of Organization for Company have been filed in the appropriate government office which conforms to the requirements of the Act in order to constitute Company as a valid limited liability company under the Act.
- 1.5. **Name.** The business and affairs of Company shall be conducted solely under the name of “Southeast 73rd Ave., LLC,” “Southeast 73rd Ave.,” or similar names, and such names shall be used at all times in connection with the business and affairs of Company.
- 1.6. **Term.** Company was formed as of the date of the filing of Company’s Articles of Organization, and the period of duration shall be perpetual, unless Company is sooner terminated as herein provided or as provided in the Articles of Organization or the Act.



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- 1.7. **Character of Business.** Company's business is the ownership, sale, development or related matters concerning the Property, and all other lawful businesses.
- 1.8. **Principal Office.** The principal office of Company shall be located at the physical address of 207 Florida Avenue, Coleman, FL 33521, with a mailing address of P.O. 1069, Coleman, FL 33521, or such other location as may be hereafter determined by Members.
- 1.9. **Registered Office and Registered Agent.** The name of Company's Registered Agent for service of process in Florida and its registered office in Florida shall be: Patrick A. McLaughlin, 208 Florida Avenue, Coleman, FL 33521. The name and address of the Registered Agent may be changed by the Managers without amending this Agreement.
- 1.10. **Ownership.** All property and interests in property, real or personal, owned by Company shall be deemed owned by (and shall be held and conveyed in the name of) Company, and no Member, individually, shall have any ownership of such property or interest owned by Company.
- 1.11. **No Individual Authority.** No Member, acting alone, shall have any authority to act for, or to undertake or assume any obligation, debt, duty or responsibility on behalf of any other Member or Company except as expressly provided in this Agreement.

### Article 2. CONTRIBUTIONS AND LOANS

#### 2.1. Initial Contributions.

- 2.1.1. The initial Contributions (the "Initial Contributions") of the Members are as set forth in the attached Exhibit A.
- 2.1.2. As of the Effective Date, the McLaughlins have contributed the McLaughlin Initial Contribution.
- 2.1.3. HTM shall contribute the HTM Initial Contribution, up to the maximum amount thereof, as and when needed by Company to meet Company's Required Expenditures before any Additional Contributions are requested under paragraph 2.3.

#### 2.2. Distributions of Capital; No Interest on Capital; Limitation on Contributions.

Except as expressly provided in the Act and in paragraph 8.1: (1) no Member shall be entitled to withdraw or to receive distributions of or against its Contributions, without the prior consent of, and upon the terms and conditions agreed upon by, the other Members, (2) no Member shall be paid interest on any Contributions, and (3) no Member shall have any priority over other Members as to contributions or as to compensation by way of income.

#### 2.3. Additional Contributions.

- 2.3.1. No Member shall be required to pay Contribution ("Additional Contributions") in addition to the Initial Contributions.
- 2.3.2. If, however, after HTM has made the HTM Initial Contribution pursuant to paragraph 2.1.3, any Manager advises the Members that Company's Required Expenditures exceed Company's Net Cash Receipts, the Members may make Additional Contributions prorata based upon their relative percentages of all Distribution Percentages.
- 2.3.3. If not all Members are willing to make such Additional Contributions, no Member shall make such Additional Contributions but each Member may make a Member Loan to

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Company. If more than one Member is willing to make a Member Loan, such Members shall, unless they agree otherwise, make the Member Loans prorata based upon their relative percentages of the total of the Distribution Percentages of the lending Members.

- 2.3.4. If after the Members have made all Additional Contributions under paragraph 2.3.2 (if any), and Members have made all Member Loans to Company under paragraph 2.3.3 (if any), that they are willing to make, there remains a shortfall, between the Company's Required Expenditures and Company's Net Cash Receipts, HTM shall make a Member Loan (the "HTM Member Loan") to Company in the lesser of the: (a) the amount of the shortfall; or (b) \$3,000,000.00, less all prior Member Loans made by HTM (if any).
- 2.4. **Member Loan.** Any Member Loan made to Company pursuant to paragraph 2.3.3 or 2.3.4 (including an HTM Member Loan) shall be made pursuant to the following provisions:
  - 2.4.1. The Member Loan shall bear interest at a fixed rate of four percent (4.00%) per annum.
  - 2.4.2. Annual interest payments shall be due on each anniversary of the date of the Member Loan.
  - 2.4.3. Company shall pay to the Members who made the Member Loan (each, a "Lender") the proceeds of a sale of each Lot by Company, less and except: (a) all costs of the sale of the Lot (including title insurance premiums and charges, documentary excise taxes, recording fees, real estate commissions and similar items); (b) any amounts owed under Bulk Buyer Loan in connection with such sale; and (c) \$2,500.00. Such amount shall be paid by Company to Lender quarterly with the first payment being made within three (3) months of Company's first sale of a Lot, and subsequent payments being made each three (3) months thereafter. If more than one Member makes a Member Loan (and thus there is more than one Lender), the Lenders shall divide each payment made by Company under this paragraph so that each Lender receives a percentage of the payment equal to the percentage that the outstanding principal balance of such Lender's Member Loan bears to the total outstanding principal balance of all Member Loans.
  - 2.4.4. The Member Loan shall mature upon the earlier of:
    - 2.4.4.1. The closing of the sale of the last of the Lots; or
    - 2.4.4.2. Five (5) years after the date the Member Loan was made.
  - 2.4.5. Upon request of a Lender, Company shall execute and deliver to the Lender a promissory note for the Member Loan.
  - 2.4.6. Company shall pay all documentary excise taxes on each Member Loan.
- 2.5. **Bulk Buyer Contract and Bulk Buyer Loans.** The Members hereby approve the following pursuant to terms and conditions approved by the Managers:
  - 2.5.1. Company entering into one or more Bulk Sales Contract with one or more Bulk Buyers.
  - 2.5.2. Company borrowing amounts from one or more Bulk Buyers pursuant to Bulk Buyer Loans and securing such Bulk Buyer Loans with Bulk Buyer Mortgages on the Property.
- 2.6. **Waiver of Appraisal Rights.** Each of the Members hereby agree that no Member shall have any appraisal rights whether pursuant to the Act or otherwise.



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- 2.7. **Withdrawal or Reduction of Members' Contributions to Capital.** Except as expressly set forth herein, a Member shall not receive out of Company's property any part of its Contributions until all liabilities of Company, except liabilities to Members on account of their Contributions, have been paid or there remains property of Company sufficient to pay them.
- 2.8. **Interest On and Return of Contributions.** No Member shall be entitled to interest on its Contributions or to return of its Contributions, except as otherwise provided in this Agreement.
- 2.9. **Other Loans to Company.** Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to Company by agreement with Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.
- 2.10. **Remedies for HTM Failure to Pay HTM Initial Contribution or Member Loan.**
- 2.10.1. HTM grants, conveys, and assigns to McLaughlin a security interest in HTM's Interest in Company to secure HTM's payment of the HTM Initial Contribution pursuant to paragraph 2.1.3 of this Agreement. McLaughlin may enforce such security interest pursuant to Chapter 679, Florida Statutes.
- 2.10.2. If HTM defaults under its obligation to make the HTM Member Loan to Company pursuant to paragraph 2.3.4, McLaughlin shall have the following remedies:
- 2.10.2.1. McLaughlin may bring suit against HTM, in its own name or on behalf of Company, for breach of this Agreement, and may seek specific performance of HTM's obligation to make the HTM Member Loan.
- 2.10.2.2. Unless HTM fully cures such default within forty-five (45) days after notice that McLaughlin intends to proceed under this paragraph 2.10.2.2, McLaughlin shall have the right and option, but not the obligation, to declare a "Purchase Event" as to HTM's Interest pursuant to paragraph 8.2, and such Purchase Event shall be deemed to be the Purchase Event of "HTM Member Loan Default" under paragraph 8.2.1.3.f).

**Article 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTION**

- 3.1. **Allocation of Profit and Loss.** The net profits and net losses shall be allocated among the Members in proportions equal to their Distribution Percentages. In the event a Member has assigned its Membership Interest to another person or a judgment creditor has obtained a charging order against the Member's Membership Interest, such Member's allocation of net profits and net losses shall instead be allocated to said assignee or judgment creditor for Schedule K-1 (Form 1120S) income tax reporting on the Company's federal income tax return (Form 1120S).
- 3.2. **Effect on Allocations of New Members or Assignees.** Subject in all cases to applicable law, in the event that new Members are admitted to Company, or persons become Members by Transfer, on other than the first day of any Fiscal Year, for purposes of allocations of profits and losses and distributions of cash and property, the effective date that the person becomes a Member will be the effective date stated in the transfer instrument or such other date as the parties agree, but not earlier than the date the Manager receives written notification thereof, or, in the case of an involuntary transfer, the date of the operative event, as reasonably determined by the Manager. In the event of a change in a Member's Distribution Percentage during the course of a period, allocations to such Member of profits, losses and other items arising during such period shall be determined in

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accordance with any permissible method under Section 706 of the Code and the Regulations promulgated thereunder as selected by the Manager.

- 3.3. **Tax Withholding.** Company shall be authorized to pay, on behalf of any Member, any amounts to any federal, state, provincial, territorial, local or foreign taxing authority, as may be necessary for Company to comply with tax withholding provisions of the Code or other applicable income tax or revenue laws of any taxing authority. To the extent Company pays any such amounts that it may be required to pay on behalf of a Member, such amounts shall be treated as a distribution to such Member and shall reduce the amount otherwise distributable to such Member. To the extent any amount so withheld exceeds the cash otherwise distributable to such Member, such expense shall be deemed a loan to the Member bearing interest at the Wall Street Journal Prime Rate, payable on demand of Company or out of any future distributions as determined by the Manager, and if not earlier repaid upon termination of Company or the sale or other disposition of all or a portion of such Member's Membership Interest.
- 3.4. **No Effect on Net Cash Receipts.** The provisions of this Article 3 shall have no effect on each Member's share of Company's Net Cash Receipts, or liquidation proceeds, except as expressly set forth in this Article 3.
- 3.5. **Distributions.** Whether the Company shall distribute its cash or other assets to the Members and the amount and timing of any such distributions shall be within the sole discretion of the Managers. Only the Members shall be entitled to distributions of Company cash or other assets. No other person shall have any right to any such distributions, even if such other person is allocated the Member's share of Company Net Profits for Schedule K-1 (Form 1120S) income tax reporting on the Company's federal income tax return (Form 1120S), as set forth in paragraph 3.1. The Managers are not obligated to distribute Company cash or other assets to the Members or other persons as a result of the income tax consequences to the Members or other persons for their Schedule K-1 (Form 1120S) allocation of Company Net Profits.
- 3.6. **Restricted Distributions.** Notwithstanding any provision to the contrary contained in this Agreement, neither Company nor the Manager, on behalf of Company, shall make a distribution to any Member on account of its Membership Interest if such distribution would violate Section 605.0405 of the Act or other applicable law.
- 3.7. **Distributions and Loan Payments.** Company shall pay payments owed under Member Loans and Distributions to Members in the following order:
  - 3.7.1. First, to each Lender of a Member Loan until all Member Loans have been repaid in full. If there is more than one Lender, the payments will be made to the Lenders in the same percentage that the outstanding balance of each Lender's Member Loan bears to the total of all outstanding balances of all unpaid Member Loans.
  - 3.7.2. Next, until all other loans to Company by any Member have been repaid in full. If more than one Member has made such a loan, the payments will be made to each Lender in the same percentage that the outstanding balance of each Lender's other loan bears to the total of all outstanding balances of all unpaid other loans.
  - 3.7.3. Next, to the Members in proportion to their relative Distribution Percentages until the Member's Capital Contributions have been paid in full; and
  - 3.7.4. Next, to the Members in proportion to their relative Distribution Percentages.



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- 3.8. **Distributions In Kind.** If Company distributes property other than cash to its Members, the amount of such distribution shall be deemed to be equal to the fair market value of the property distributed, net of any liabilities that such property may be subject to or which may be assumed by the Members in connection therewith. Such fair market value shall be determined by a Majority-In-Interest.

**Article 4. ACCOUNTING**

- 4.1. **Accounting Methods.** Company books and records shall be prepared in accordance with generally accepted accounting principles, or with sound accounting principles consistently applied, except that the Members' Capital Accounts shall be maintained as provided in this Agreement. Company shall be on a cash basis for both tax and accounting purposes. All Federal, state and local tax returns of Company shall be prepared by Company's Accountant.
- 4.2. **Fiscal Year.** The fiscal year of Company shall be the twelve-calendar month period ending December 31.
- 4.3. **Capital Accounts.**
- 4.3.1. A capital account ("Capital Account") shall be established for each Member and determined, maintained and adjusted in accordance with Treasury Regulation § 1.704-1(b)(2)(iv) and in accordance with the provisions of this Agreement. The Capital Accounts of Members shall be adjusted upon each distribution of property by Company to a Member to the extent required by and in the manner described in Treasury Regulation § 1.704-1(b)(2)(iv)(c). The Capital Account shall be established, determined, maintained and adjusted consistent with the provisions of this Agreement concerning Distribution Fractions and Distribution Percentages.
- 4.3.2. In the event of a permitted sale or exchange of an Interest in Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.
- 4.3.3. The manner in which Capital Accounts are to be maintained pursuant to this paragraph 4.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this paragraph 4.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this paragraph 4.3, the method in which Capital Accounts are maintained shall be so modified, provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among Members as set forth in this Agreement.
- 4.3.4. Except as otherwise required in the Act or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.
- 4.3.5. Capital Accounts are established solely for accounting purposes. The provisions of this Agreement concerning Distribution Percentages and Distributions shall govern over the provisions of this paragraph 4.3 in the event of any inconsistency therewith.

**Article 5. MEMBERS, STANDARD OF CARE, INDEMNIFICATION**

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- 5.1. **Limitation of Liability.** Each Member's liability to Company shall be limited as set forth in this Agreement, the Act and other applicable law.
- 5.2. **Company Liability.** A Member will not be personally liable for any debts, obligations, liabilities or losses of Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond its respective Contributions, except as expressly provided in this Agreement or as otherwise required by law.
- 5.3. **Indemnification.** To the extent permitted by the Act, Company shall indemnify and hold harmless each Member, and each officer, employee, agent or associate of each Member, against any and all claims, actions, demands, costs, expenses (including reasonable attorneys' fees), damages, losses, and threats of loss as a result of any claim or legal proceeding related to the performance or nonperformance of any act concerning the activities of Company; provided, however, the indemnification hereunder is hereby expressly limited in amount to the net fair market value of Company's assets, and no Member shall be obligated to make any Contribution or loan to Company for purposes of funding the same.
- 5.4. **Additional Members.**
- 5.4.1. From the date of the formation of Company, any Person acceptable to all Members may become a Member in this Company either by the issuance by Company of Interests for such consideration a Majority-In-Interest by their unanimous votes shall determine, or as a transferee of a Member's Interest or any portion thereof, subject to the terms and conditions of this Agreement.
- 5.4.2. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by Company. The Managers may, at their option, at the time a Member is admitted, close Company books (as though Company's tax year has ended) or make pro rata allocations of profit loss, income and expense deductions to a new Member for that portion of Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.
- 5.5. **Dissociation.**
- 5.5.1. No Member has the power to unilaterally dissociate as a Member, or to withdrawing as a Member by express will pursuant to Section 605.0602(1), Florida Statutes.
- 5.5.2. Further, no Member may take any action that would cause a dissociation of a Member under any other provision of Section 605.0602, Florida Statutes, or knowingly permit others to take such action. Such a dissociation shall be deemed wrongful, in breach of this Agreement, and shall constitute a Purchase Event of Wrongful Disassociation under paragraph 8.2.1.3.h).
- 5.5.3. The effect of dissociation shall be as set forth in the Act.
- 5.6. **Member Representations.** Each Member represents, warrants and covenants to each other Member and to Company as of the date hereof that with respect only to such Member and all holders of equity interests in such Member:
- 5.6.1. This Agreement has been duly executed and delivered by such Member and constitutes the valid and legally binding agreement of such Member enforceable in accordance with its terms against such Member except as enforceability hereof may be limited by bankruptcy,



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insolvency, moratorium and other similar laws relating to creditors' rights generally and by general equitable principles.

- 5.6.2. The execution and delivery of this Agreement by such Member does not, and the performance of its duties and obligations hereunder will not, result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or give rise to a right to terminate, cancel or accelerate under, or the creation of a lien, pledge or other encumbrance pursuant to, any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any material lease or other agreement, or any material license, permit, franchise or certificate, to which such Member is a party or by which it is bound or to which its properties are subject, or require any authorization or approval under or pursuant to any of the foregoing, or violate any statute, regulation, law, order, writ, injunction, judgment or decree to which such Member or its property is subject.
- 5.6.3. Such Member is not in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in the performance of any material obligation, agreement or condition contained in any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement, or any license, permit, franchise or certificate, to which it is a party or by which it is bound or to which the properties of it are subject, nor is it in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which it or its property is subject, which default or violation would adversely affect such Member's ability to carry out its obligations under this Agreement.
- 5.6.4. There is no litigation, investigation or other proceeding pending or, to the knowledge of such Member, threatened against such Member or any of its Affiliates or their property which, if adversely determined, would materially adversely affect such Member's ability to carry out its obligations under this Agreement.
- 5.6.5. No consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of such Member is required for the execution and delivery of this Agreement by such Member and the performance of its obligations and duties hereunder.
- 5.6.6. It has acquired its Interest hereunder for its own account for investment purposes and not with a view to the resale or distribution thereof, and that it has had access to any and all information necessary to arrive at its decision to acquire its Interest.
- 5.6.7. This Agreement, and any other document evidencing an interest in Company shall bear the following legend:

THE INTERESTS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT") OR THE LAWS OF ANY STATE. THE INTERESTS MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT OR ANY APPLICABLE EXEMPTION THEREFROM AND SUCH STATE LAWS AS MAY BE APPLICABLE, OR AN OPINION OF COUNSEL SATISFACTORY TO COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

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- 5.6.8. As to an individual Member, each such Member and each such holder, is over the age of 18 years and a resident or citizen of the State of Florida and has no present intention of becoming a resident of any other jurisdiction.
- 5.6.9. Each such Member and each such holder is experienced in investment and business matters and is familiar with limited liability companies and, with the assistance of such independent legal counsel or other advisors considered by such Member or holder appropriate to assist in evaluating a proposed investment in Company (herein "Investor Advisor"), have such knowledge and experience in financial and business matters that such Member and each such holder is capable of evaluating the merits and risks of the prospective investment in Company on the terms and conditions set forth in the Agreement, which such Member and each such holder has read and understood; in connection with the review of this Agreement, each such Member and each such holder has been provided with such other information or documentation such Member or each such holder of the Investor Advisor thereto may have requested and received; and such Member and each such holder has consulted with such independent legal counsel or other advisors to the extent considered appropriate by such Member and each such holder in order to assist such Member and each such holder in evaluating the proposed investment in Company.
- 5.6.10. The Interests are speculative investments, which may involve a high degree of risk of loss of the entire investment; that there are substantial restrictions on the transferability of the Interests held by Members and that they will not be, and such Member has no rights to require that the Interests be registered under the Securities Act of 1933; that there will be no public market for the Interests and, accordingly, each such Member and holder may have to hold Interests indefinitely; and that it may not be possible to liquidate at any time the investment in Company.
- 5.6.11. Each such Member and each such holder has adequate means of providing for its current needs and possible personal contingencies, and have no need for liquidity of the proposed investment in Company; can afford to hold unregistered securities for an indefinite period of time; and sustain a complete loss of the entire amount of my proposed investment in Company and, at the same time, bear any tax liability which may result if such investment in Company is lost.
- 5.6.12. Each such Member and each such holder has been (a) furnished with a copy of the Agreement, and such other information and documentation in connection with the offering as has been requested; and (b) afforded the opportunity to ask questions of, and receive answers from, Company and those persons acting on its behalf concerning the terms and conditions of the offering and to obtain any additional information, to the extent such persons possess such information or can acquire it without unreasonable effort or expense, necessary to verify the information furnished; and each such Member and each such holder has availed itself of such opportunity to the extent considered appropriate in order to evaluate the merits and risks of the proposed investment.
- 5.6.13. Each such Member and each such holder understands that Company has no obligation or present intention to register under the Securities Act of 1933 the Interests or to make available public information (in the form of reports pursuant to Sections 13 or 15 of the Securities Exchange Act of 1934 or otherwise) without which information resale without registration, pursuant to Rule 144 under the Securities Act of 1933, will not be available and no representations to the contrary have been made in connection with this proposed investment.

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5.6.14. Without limiting the foregoing, each Member acknowledges that it has been informed that it may have a right, pursuant to Section 517.061(11)(a)(5), Florida Statutes, to void its acquisition of an Interest in Company within three (3) days after the first tender of consideration made by such Member to Company, an agent of Company, or an escrow agent, and further confirms that, unless its exercise such right within three (3) days of the date of the payment of its Initial Contribution, such right shall be deemed waived.

5.7. **McLaughlins' Representations and Warranties.** To induce HTM to acquire the additional Membership Interests in Company as described in Whereas paragraph C (the "Additional Interests"), the McLaughlins represent and warrant to HTM that the following is true and correct as of the Effective Date of this Agreement:

5.7.1. All of Company's books and records are accurate.

5.7.2. Company has good and marketable title to all of its property and assets, including the property and assets reflected in its books and records.

5.7.3. Company holds marketable title to the Property, subject to such exceptions or encumbrances as set forth in the title insurance policy for the Property obtained by Company when it purchased the Property, a copy of which has been provided to HTM.

5.7.4. Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Florida and has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated, or leased by it and to carry on its business as it has been and is currently conducted.

5.7.5. Company has the authority to issue the Additional Interests to HTM.

5.7.6. The execution of this Agreement, Company's performance thereof, and the issuance to HTM of the Additional Interests will not (a) violate any statute, law or regulation, or any order, injunction or decree of any court or governmental authority; (b) require any authorization, consent, approval, or other action by any court or governmental agency that has not been obtained; or (c) violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, any contract, understanding or arrangement, to which the Company may be bound, or which may result in the creation of any lien, charge or encumbrance upon the Additional Interests.

5.7.7. There are no civil actions pending or, to Company's knowledge, threatened against or by Company affecting any of its properties or assets (or by or against the McLaughlins relating to Company). No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such action.

5.7.8. Company is in compliance with all laws (including laws relating to taxes and laws relating to employment, employee benefits or labor matters) applicable to Company, except to the extent that the failure to comply therewith would not have a material adverse effect or materially delay or interfere with the Company's ability to issue the Additional Interest to HTM.

5.7.9. All compensation, including wages, commissions and bonuses and employment taxes, social security payments and similar governmental payments, payable to (or for the benefit of) employees, independent contractors or consultants of Company for services performed on or prior to the Effective Date have been paid in full and there are no outstanding



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agreements, understandings or commitments of Company with respect to any compensation, commissions or bonuses.

5.7.10. Company has filed all tax returns or schedules as and when due.

5.7.11. Company has no liabilities except property taxes and insurance premiums for the Property, and accounting services for Company's tax returns.

5.7.12. Concerning the Property:

5.7.12.1. For purposes of the following, "Hazardous Material" refers to any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any federal, state or local environmental statute, regulation or ordinance (an "Environmental Law").

5.7.12.2. There has been no release of any Hazardous Material on, to, from, or under the Property in violation of applicable Environmental Laws or in a manner that would give rise to any liabilities under Environmental Laws.

5.7.12.3. The McLaughlins and Company have not caused or permitted, any Hazardous Material to be used, placed, stored, or disposed of on or under the Property, except in compliance with applicable Environmental Law.

5.7.12.4. Neither the McLaughlins nor Company has received any notice that Hazardous Materials may be on the Property or that the Property is not in compliance with Environmental Laws.

5.7.13. No representation or warranty furnished by the McLaughlins contains or will contain any untrue statement of a material fact or omits or will omit any material fact required to make such statement not misleading.

5.7.14. The warranties and representations set forth in the preceding subparagraphs of this paragraph 5.7 shall be continuous and shall survive the Effective Date.

5.8. **Attorney Representation.** The Members acknowledge the following:

5.8.1. The McLaughlins acknowledge that they have been advised that W. James Gooding III of Gooding & Batsel, PLLC ("Gooding") represents only HTM in preparation of this Agreement, does not represent the McLaughlins, and will represent only HTM in connection with any future amendments to this Agreement. The McLaughlins consent to such representation. Notwithstanding the foregoing, Gooding may, if requested by the Managers, represent Company in connection with its affairs and all Members consent to Gooding doing so despite any conflict of interest between the Interests of HTM and the McLaughlins.

5.8.2. The McLaughlins have been advised by Gooding that a conflict of interest exists between their interests and those of HTM in connection with the foregoing matters, and that they should seek the advice of independent counsel concerning such matters. The McLaughlins have obtained the advice of independent counsel concerning such matters and will have the opportunity to seek the advice of independent counsel concerning such matters in the future.

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- 5.8.3. The parties have been advised by Gooding that this Agreement may have tax consequences, have received no representations from Gooding about the tax consequences of this Agreement, have been advised by Gooding to seek the advice of tax counsel or advisors, and have had the opportunity to seek such advice.

**Article 6. BOOKS AND RECORDS; REPORTS; BANK ACCOUNTS;  
MEETINGS; VOTING**

- 6.1. **Books and Records.** The books and records of Company shall, at the cost and expense of Company, be kept or caused to be kept by Company, and maintained at Company's principal place of business, shall reflect all Company transactions, and be appropriate and adequate for conducting Company's business. The Company Accountant shall provide the foregoing, and all other accounting, services to Company. Each Member, at its own expense, shall have the right at all times to inspect the books and records of Company.
- 6.2. **Annual Meetings.** Members do not contemplate the necessity of holding annual meetings but may do so pursuant to the procedure for special meetings set forth herein.
- 6.3. **Special Meetings.** Special meetings of Members, for any purpose or purposes, may be called by any Member by providing notice of such meeting to all other Members. If a Member frivolously calls special meetings, the Managers may suspend the right of such Member to call a special meeting or limit such Member's right to call a special meeting to particular circumstances or time intervals. A notice of a special meeting shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be limited to the purposes stated in the notice.
- 6.4. **Location of Meetings.** All meetings of Members shall be held at such place, within Marion County, Florida, as shall be designated from time to time by the Managers or the Member calling a special meeting pursuant to paragraph 6.3 in the notice of the meeting or in a waiver of notice thereof. In the event that the Member responsible for calling the special meeting pursuant to paragraph 6.3 shall fail to fix the place for a meeting of Members, such meeting shall be held at Company's principal office.
- 6.5. **Notice of Meetings.** Notice of each meeting of Members stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member entitled to vote at such meeting not less than two (2) days, nor more than thirty (30) days, before the date of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends a meeting for the express and exclusive purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.
- 6.6. **Miscellaneous.**
- 6.6.1. If all of Members shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.
- 6.6.2. Any Member may attend a meeting by telephone or digital means (such as Zoom). Any Member so attending shall be deemed to have participated in the meeting in person. The Member so participating shall be obligated to take all action reasonably necessary to permit its attendance in such manner, and the other Members shall take all action reasonably necessary to accommodate such attendance, including making available, at the place of the

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physical meeting, telephones and/or computers such that all Members may productively participate in the meeting.

- 6.7. **Record Date.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this paragraph, such determination shall apply to any adjournment thereof.
- 6.8. **Quorum.**
- 6.8.1. Members holding a Majority-In-Interest, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If the failure of a Member to attend a duly noticed meeting of Members prevents a quorum, such other Members shall provide at least one business days' notice to the non-attending Member of a rescheduled meeting. If the non-attending Member fails to attend the rescheduled meeting, then Members holding at least forty-nine percent (49%) of all Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members.
- 6.8.2. Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the dissociation during such meeting of that number of Distribution Percentages whose absence would cause less than a quorum.
- 6.9. **Manner of Acting.**
- 6.9.1. If a quorum is present, the affirmative vote of Members holding a Majority-In-Interest represented at the meeting shall be the act of Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement.
- 6.9.2. Except as expressly set forth in this Agreement or the Act, no Member shall be disqualified from voting on an issue notwithstanding any interest it may have in such matters which differs from the interests of Company or of the other Members.
- 6.10. **Proxies.** At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.
- 6.11. **Action by Members Without a Meeting.** Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by a Majority-In-Interest of Members entitled to vote and delivered to the Managers of Company for inclusion in the minutes or for filing with Company records. Such consents may be evidenced by separate emails or texts sent by the Members to each other. Action taken under this paragraph 6.11 is effective when sufficient Members entitled to vote have provided consents, unless the consents specify a different effective date.
- 6.12. **Tenants by the Entireties.** If an Interest is held in a tenancy by the entireties, the spouses holding such Interest shall be deemed to be a single Member under this Agreement.



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- 6.13. **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
- 6.14. **Financial Information.** Company shall provide each Member with profit and loss statements, balance sheets, the check register, and bank statements for the Company on a quarterly basis or, requested by the Member, on monthly basis.

**Article 7. MANAGEMENT****7.1. Management.**

- 7.1.1. Company shall be manager-managed, and thus its affairs of Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of Company.
- 7.1.2. Except for situations in which the approval of Members is expressly required by this Agreement or by non-waivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of Company's business.
- 7.1.3. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

**7.2. Selection of Managers.**

- 7.2.1. Each Member shall be entitled to select one Manager. The Members have selected their initial Managers as follows:
- 7.2.1.1. Patrick A. McLaughlin selected by McLaughlin.
- 7.2.1.2. Matthew P. Fabian selected by HTM.
- 7.2.2. Each Member may replace the Manager selected by such Member in its sole discretion by providing notice of such replacement to Company and the other Members.

**7.3. Election; Tenure.** The Managers shall be elected by the Members. The Managers shall serve unless they are removed by the Members, by operation of law, by order or decree of any court of competent jurisdiction, or upon the bankruptcy, death, disability, resignation, or other failure to serve as Manager.**7.4. Decisions of Managers; Execution of Documents.**

- 7.4.1. If Company has more than one Manager, and except as set forth in paragraph 7.4.2 all decisions by Managers shall be made by a majority vote of the Managers except as otherwise set forth herein. Such vote may be taken in writing, orally, by email or text, or by any other manner permitted by law.
- 7.4.2. The Managers may establish guidelines or procedures for decisions and actions to be made by only one Manager.

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- 7.4.2.1. Such guidelines and procedures may be based upon a budget, concept plan for development of the Property, or other matters. Only the Manager authorized by such guidelines or procedures to make the decision or take the action, is required to do so, notwithstanding any other provision of this Agreement to the contrary.
- 7.4.2.2. If the Managers determine that HTM will be responsible for performing development work on the Property, or retaining third parties such as engineers, contractors and other professionals to perform such work: (a) Company shall only be responsible to pay the actual costs charged by third parties; and (b) Company shall not be responsible to pay HTM for work it or such third parties perform, or for any charges related to such work (including for HTM's management, construction services, staff, overhead, administrative expenses, etc.).
- 7.4.3. Any contract or other document that the Managers have approved for execution shall be executed by:
  - 7.4.3.1. Matthew P. Fabian; or
  - 7.4.3.2. Harvey W. Vandeven, who is appointed as an agent of Company pursuant to Sections 605.0301 and 605.0302, Florida Statutes, and authorized to execute instruments (1) transferring real property held in the name of Company or (2) entering into other transactions on behalf of, or otherwise act for or bind Company. Company shall file a statement of authority pursuant to Section 605.0302 authorizing such agent to act for Company as set forth in this paragraph 7.4.3.2
- 7.4.4. Any third party may: (a) rely upon the representation of Matthew P. Fabian or Harvey W. Vandeven that such person has been authorized by the necessary action of the Managers to take an action on behalf of Company; or (b) assume that any document executed by a Matthew P. Fabian or Harvey W. Vandeven has been authorized by such action.

### 7.5. Meetings of Managers.

- 7.5.1. Except as to decisions or actions that may be made or taken by single Manager pursuant to paragraph 7.4.2, no decision shall be made by the Managers unless all Managers are present at a meeting. If the failure of a Manager to attend a duly noticed meeting of the Managers prevents the other Managers from acting on matters, such other Managers shall provide at least one business days' notice to the non-attending Manager of a rescheduled meeting. If the non-attending Manager fails to attend the rescheduled meeting, the other Managers may take action at the rescheduled meeting notwithstanding the non-attendance of the non-attending Manager.
- 7.5.2. Any Manager may attend a meeting by telephone or digital means (such as Zoom). Any Member so attending shall be deemed to have participated in the meeting in person. The Member so participating shall be obligated to take all action reasonably necessary to permit its attendance in such manner, and the other Members shall take all action reasonably necessary to accommodate such attendance, including making available, at the place of the physical meeting, telephones and/or computers such that all Members may productively participate in the meeting.

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- 7.6. **Action by Managers Without a Meeting.** Action required or permitted to be taken at a meeting of Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the number of Managers required for such action, and delivered to the Managers of Company for inclusion in the minutes or for filing with Company records. Such consents may be evidenced by separate emails or texts sent by the Managers to each other. Action taken under this paragraph 7.6 is effective when sufficient Managers have provided consents, unless the consents specify a different effective date.
- 7.7. **Liability for Certain Acts.** Each Manager shall perform his duties as Manager in good faith, in a manner it reasonably believes to be in the best interests of Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to Company or to any Member for any loss or damage sustained by Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.
- 7.8. **Bank Account.** The Managers may from time-to-time open a single bank account in, the name of Company. All Company funds shall be processed through such account. The signatories on such account shall be determined by the Managers.
- 7.9. **Indemnification.** To the extent permitted by the Act, Company shall indemnify and hold harmless each Manager, and each officer, employee, agent or associate of each Manager or Company, against any and all claims, actions, demands, costs, expenses (including reasonable attorneys' fees), damages, losses, and threats of loss as a result of any claim or legal proceeding related to the performance or nonperformance of any act concerning the activities of Company; provided, however, the indemnification hereunder is hereby expressly limited in amount to the net fair market value of Company's assets, and no Member shall be obligated to make any Contribution or loan to Company for purposes of funding the same.
- 7.10. **Resignation.** Any Manager of Company may resign at any time by giving written notice to Members of Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a dissociation of a Member.
- 7.11. **Removal.** At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote or written consent of a Majority-In-Interest of Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a dissociation of the Member.
- 7.12. **Vacancies.** Any vacancy occurring for any reason in the number of Managers of Company may be filled by the affirmative vote of a Majority-In-Interest of Members. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a Majority-In-Interest of Members present at an election at a meeting of Members called for that purpose or by Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of its predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.



**ATTACHMENT A - PUD Amendment Application Package AR 32444****Article 8. TRANSFER OF MEMBERS' INTERESTS****8.1. Restrictions.**

- 8.1.1. Each Member agrees that it will not transfer, assign, hypothecate, or in any way alienate (each a "Transfer") any of its Interest, or any right or interest in the Interest (including a Transferable Interest), except in a Transfer that meets the requirements of this Agreement (or by vote or written consent by a Majority-In-Interest). Any purported Transfer in violation of any provision of this Agreement shall be void and ineffectual, and shall not operate to transfer any interest or title to the purported transferee.
- 8.1.2. Any Transfer of a Member's Interest, other than to Company or another Member, or as expressly set forth herein, that is effective notwithstanding paragraph 8.1.1, shall be deemed to be a Transfer of a Transferable Interest only (and not the entire Interest) pursuant to Section 605.0502, Florida Statutes.
- 8.1.3. A Transfer of a Member's Interest to: a tenancy by the entireties consisting of the Member and its spouse; a revocable trust of which the Member is the Trustee and that was established by the Member for testamentary purposes, or to the beneficiaries of any trust which is a Member or which is permitted to be a Member; an Entity owned or controlled by the Member or under common ownership or control with a Member, shall not be subject to the prohibition on transfer set forth in paragraph 8.1.1. Any subsequent Transfer of the Interest, other than to a transferee described above, shall, however, be subject to the prohibition on transfer set forth in paragraph 8.1.1.
- 8.1.4. Any Transfer or attempted Transfer that violates this Article 8 shall be deemed a Purchase Event of Wrongful Transfer as set forth in paragraph 8.2.1.3.i).

**8.2. Purchase by Company or Other Members.****8.2.1. Definitions.** For purposes of this paragraph 8.2, the following definitions shall apply:

- 8.2.1.1. *Buyer* – Company or the Other Members purchasing an Interest. All decisions under this paragraph 8.2 to be made by a Buyer shall be made by: (a) if Company is the Buyer, a Majority-In-Interest of all Members other than the Selling Member; and (b) if other Members are the Purchasers, by a Majority-In-Interest of the Other Members electing to purchase (and not other Members who do not elect to purchase).
- 8.2.1.2. *Other Members* – All Members except Selling Member.
- 8.2.1.3. *Purchase Event* – Any of the following as to a Member:
  - a). *Bankruptcy* – The filing of a voluntary petition (or involuntary petition if not dismissed within Ninety (90) calendar days) in bankruptcy by or concerning a Member;
  - b). *Cause* – As the context implies one or more of the following, which shall apply to all Managers and Members (including Members who are also employees of Company), unless the following specifically refers to only one or more of such persons: a Manager's or employee's commitment of fraud, misappropriation of funds, negligence or willful misconduct in the performance of its duties or responsibilities to Company; a Manager's

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breach of the Manager's obligations under this Agreement, provided that written notice of such breach and a reasonable opportunity to cure has been provided to the Manager; an employee's breach of its obligations under any employment agreement with Company, provided any notice and cure rights available to the employee under any such employment agreement have been provided and expired; the commission of an act of dishonesty, fraud, embezzlement or theft with respect to the property, business or affairs of Company; having been found guilty of, or having plead nolo contendere to, the commission of a felony or other crime involving "moral turpitude" under Florida law; the abuse, by a Manager or employee, of alcohol or drugs (legal or illegal) that, in the reasonable judgment of Company, materially impairs its ability to perform its duties to Company or damages Company's reputation in the community; conduct that substantially offends public decency or morality, as shall be determined by standards prevailing in Marion County, Florida, or which results in, or, in the reasonable determination of Company could result in, material injury to the reputation, interests or obligations of Company, including conduct that involves "moral turpitude," under Florida law; or any other matter defined as Cause under this Agreement.

- c). *Death* – The death of an individual Member;
  - d). *Dissolution* – The dissolution of an entity Member, and the failure to have such entity Member reinstated within ten (10) days after written notice of such dissolution from any other Member;
  - e). *Divorce* – As to any individual Member who is now or hereafter married: (a) the dissolution of such Member's marriage; and (b) in connection therewith, the transfer or award of the Member's interest to the spouse who is not, prior to the Dissolution, a Member named in this Agreement or the successor to such named Member (other than the other spouse as successor).
  - f). *HTM Member Loan Default* – The failure of HTM to make the HTM Member Loan pursuant to paragraph 2.3.4 and the failure to cure such default within the time period set forth in paragraph 2.10.2.2.
  - g). *Other Purchase Event* – Any event deemed to be a Purchase Event under this Agreement and either designated as an "Other Purchase Event," or not designated as any other type of Purchase Event.
  - h). *Wrongful Disassociation* – The disassociation of a Member under paragraph 5.5.2, or any other event that causes dissociation of such Member pursuant to Section 605.0602, Florida Statutes; or
  - i). *Wrongful Transfer* – As set forth in paragraph 8.1.4.
- 8.2.1.4. *Purchase Price* – The amount to be paid by a Buyer to Selling Member.
- 8.2.1.5. *Selling Member* – The Member concerning which a Purchase Event occurs. The phrase includes a personal representative, bankruptcy trustee, receiver or other representative or successor of the Selling Member.

**ATTACHMENT A - PUD Amendment Application Package AR 32444****8.2.2. Purchase Event Option.**

8.2.2.1. A Member shall provide written notice to all Members upon the occurrence of a Purchase Event concerning any Member. Such Purchase Event shall be effective as to the Other Members upon their receipt of such notice or when they obtain actual knowledge of it.

8.2.2.2. Upon the occurrence of a Purchase Event, Company shall have the option (the "Company Option") to purchase and, if the Company Option is exercised, the Selling Member shall sell, the Selling Members' Interest to Company. The Membership Interest owned by the Selling Member shall not be counted in any action taken by Company to exercise the Company Option. Company shall exercise the Company Option within sixty (60) days of its notice of the Purchase Event. If Company fails to do so within the foregoing time period, Company shall be deemed not to have purchased the portion of the Selling Members' Interest for which Company does not exercise the Company Option.

8.2.2.3. In the event Company elects not to exercise the Company Option, Other Members shall have the option (the "Other Members' Option") to purchase all, but not less than all, of the Selling Members' Interest Pro Rata in proportion to the relative Distribution Percentage owned by the Other Members. In the event not all Other Members elect to purchase the Selling Members' Interest, the remaining Other Members may purchase the remaining Selling Members' Interest in proportion to the relative Distribution Percentages of the remaining Other Members (or such other percentage, if and as agree among the exercising Members).

8.2.2.4. The Other Members may exercise the Other Members' Option within sixty (60) days of the expiration of the Company Option unless not all Other Members elect to purchase the Selling Members' Interest, in which event the time period to exercise the option shall be extended for a period of ten (10) days (to permit the calculation of the option exercised pursuant to paragraph 8.2.2.3). If the Other Members fail to execute the Other Members' Option within the foregoing time period, they shall be deemed to have waived the Other Members' Option upon the occurrence of all of the following: (a) Selling Member provides Other Members with notice of their failure to timely exercise the Other Members' Option and provides a time period of no less than 10 days to cure such failure; and (b) such notice specifically mentions that if the Other Members' Option is not exercised within the foregoing time period, the Other Members' Option shall be deemed waived.

8.2.3. Closing. The closing of the sale of the Selling Member's Interest shall take place at the office of Company on a date designated by the Buyer, which date shall not be less than 30 days nor more than 90 days after the date of the occurrence of a Purchase Event or as otherwise permitted by law.

8.2.4. Calculation of Purchase Price. For purposes of this paragraph 8.2 (and such paragraph only), the purchase price ("Purchase Price") shall be calculated as follows:

8.2.4.1. By agreement between Selling Member and Buyer; or

8.2.4.2. If Selling Member and Buyer are unable to agree on the Purchase Price:



**ATTACHMENT A - PUD Amendment Application Package AR 32444**

- a). The Purchase Price shall be determined by an appraisal of the fair market value of the Interest.
- b). Such appraisal shall be performed by:
  - 1). An appraiser selected by mutual agreement of Selling Member and Buyer, in which case, Selling Member and Buyer shall each bear one half of the cost of the appraiser; or
  - 2). If Buyer and Selling Member are unable to agree upon an appraiser within ten (10) days of the date of notice under paragraph 8.2.2.1, Buyer shall select one appraiser and Selling Member shall select another appraiser within twenty (20) days of such notice. In the event a party does not timely select an appraiser, such party shall be deemed to have selected the appraiser selected by the other party. Each party shall pay the cost and expenses of the appraiser selected by the party. Within thirty (30) days following its appointment, each of the appraisers shall deliver a written appraisal to both parties.
    - (a). In the event the higher of the two values exceeds the lower of the two values by ten percent (10%) or less of the higher of the two values, the Purchase Price shall be the sum of the two values divided by two (2).
    - (b). In the event the higher of the two values exceeds the lower of the two values by more than ten percent (10%) of the higher of the two values, then, unless Buyer and Selling Member otherwise agree on the Purchase Price within ten (10) days after the delivery of the last of the appraisals, the two appraisers shall appoint a third appraiser who shall issue a written report indicating which of the two appraised values is closer to the fair market value of Selling Member's Interest, and such value shall be the Purchase Price. The cost of the third appraiser shall be born equally by Buyer and Selling Member.
    - (c). Each appraiser selected under this paragraph 8.2.4.2.b).2) shall have experience appraising businesses like that of Company's business and, if Company's principal assets consist of real estate, shall be hold the MAI designation.
- c). The appraiser(s) shall appraise the fair market value of Selling Member's Interest considering, without limitation: the value of any real or personal property owned by Company; Company's debts, including mortgages or liens on Company's property; the prior and potential earnings of Company; and such other matters as customarily considered by appraisers determining the fair market value of entities such as Company. The appraiser shall not consider whether Selling Member's Interest being sold constitutes a minority interest in Company. In the event the appraiser fails to deduct Company's debts, including mortgages or liens on Company's property in making its appraisal, such loans and mortgages shall nonetheless be deducted in calculating the Purchase Price, and Company's

**ATTACHMENT A - PUD Amendment Application Package AR 32444**

accountant is authorized to make such deduction from any appraisal in calculating the Purchase Price, and the calculations of Company's accountant shall be deemed final and binding on the parties.

8.2.4.3. Notwithstanding the foregoing provisions of this paragraph 8.2.4:

- a). If the Purchase Event is Bankruptcy, the Purchase Price shall, unless agreed to by Selling Member and Buyer, be ninety percent (90%) of the Purchase Price as determined pursuant to paragraph 8.2.4.2.
- b). If the Purchase Event is Cause, Dissolution, Divorce, Wrongful Disassociation, or Wrongful Transfer, the Purchase Price shall, unless agreed to by Selling Member, and Buyer, be fifty percent (50%) of the Purchase Price as determined pursuant to paragraph 8.2.4.2.
- c). Further, if the Purchase Event is Cause or Wrongful Transfer, Buyer shall be entitled to further reduce the Purchase Price by damages incurred by Company based upon the actions of Selling Member that constituted Cause or Wrongful Transfer. The reduction shall be One Hundred percent (100%) of such damages if Company is the Buyer or, if Company is not the Buyer, the damages shall be allocated to each Buyer, such that the allocation for each Buyer equals the Buyer's Distribution Percentage in Company multiplied by the total of Company's damages; therefore, if all Members are the Buyer, and one Member has a Distribution Percentage of Sixty percent (60%) and the other Member has a Distribution Percentage of Forty percent (40%), the first Member shall be allocated Sixty percent (60%) of the damages and the other Member shall be allocated Forty percent (40%) of Company's damages.

8.2.4.4. Members agree that the provisions concerning Purchase Price set forth in paragraph 8.2.4.3 are both adequate and reasonable due to the fact that (1) Selling Member's Interest, if expeditiously sold to an unrelated third party, would probably yield no more, (2) no commission is due hereunder in connection with the sale of Selling Member's Interest, and (3) to a certain extent, Buyer is an involuntary purchaser (in that its right to purchase arose by virtue of an action that was solely or primarily under the control of Selling Member).

8.2.5. Payment of Purchase Price.

8.2.5.1. The Buyer may elect to pay the Purchase Price in cash or in installments. If the Buyer elects to pay in cash, the full amount of the Purchase Price must be paid in cash at closing. On receipt of full payment, the Selling Member shall endorse and deliver all documents reasonably necessary to evidence the transfer of the Selling Member's Interest.

8.2.5.2. If the Buyer elects to pay in installments:

- a). The initial payment shall be in cash in an amount not less than twenty percent (20%) of the Purchase Price of the Selling Member's Interest. The initial payment shall be paid at closing. The balance shall be paid in equal quarterly installments over the next five (5) years, with the first quarterly installment being due on the third monthly anniversary of the closing date,

**ATTACHMENT A - PUD Amendment Application Package AR 32444**

and subsequent installments being due on same day of each third-month thereafter, with interest at an annual rate of one percent over the Prime Rate as announced by the Wall Street Journal at the time of each payment. The balance shall be evidenced by a promissory note containing terms and clauses customarily found in notes prepared by banks in Marion County, Florida; and

- b). Each Buyer and the Selling Member shall execute a security agreement granting the Selling Member a security interest in the Interest sold to each Buyer to secure the full payment of the Purchase Price in accordance with the terms of the promissory note, and the Managers shall be deemed to hold the Interest in pledge on behalf of the Selling Member. The security agreement shall contain terms and clauses customarily found in security agreements prepared by banks in Marion County, Florida.

8.2.5.3. The Buyer shall pay, at Closing, in addition to the Purchase Price, any loan due to Selling Member from Company.

8.2.6. Other Action. Whenever the Buyer is, pursuant to this Agreement, purchasing an Interest, each Member shall do all things and execute and deliver all documents necessary to consummate the purchase. This obligation includes the taking of appropriate actions to reduce the stated capital of Company or to cause Company to write up to Fair Market Value any or all of its physical assets, if either or both of those results would be necessary or desirable to make lawful the purchase by Company of its own Interest.

8.2.7. Effect of Purchase. Notwithstanding paragraph 8.1.2, a transfer of a Member's Interest under this paragraph 8.2 shall be deemed a transfer of Company's entire Interest.

8.2.8. Guaranty on Loans. Buyer shall use reasonable efforts to: cause any lender of loans to Company guaranteed by Selling Member to release Selling Member's guaranty. If Buyer is unable to do so, Buyer and Company shall indemnify Selling Member against, and hold Selling Member harmless from, all claims arising under such guaranty, until Selling Member is released from the guaranty, or all loans guaranteed by Selling Member are satisfied in full, Selling Member shall be deemed to hold a security interest in the Interest to secure Selling Member's liability under the guaranty, and the Managers shall be deemed to hold Interest in pledge on behalf of Selling Member.

### 8.3. **Purchase Upon Offer.**

8.3.1. Any Member (the "Offeror") shall have the right to make an offer ("Offer") to purchase the Interest of any other Member (the "Offeree"), or to sell the Offeror's Interest to the Offeree, pursuant to the following provisions.

8.3.2. An Offer may be made under this paragraph 8.3 only if there is a deadlock among the Managers.

8.3.3. If a Member wishes to make an Offer, it shall deliver its offer in writing to an Offeree stating a purchase price (the "Option Price") for the Offeree's Interest equal to the Offeror's determination of the fair market value thereof, on the basis of which the Offeror is willing to sell Offeror's Interest in Company to each Offeree, and for which the Offeree is willing to purchase the Interest of each Offeree in Company. In the event there is more than one Member other than Offeror, an offer may be made to one or more of the other Members (in which latter event there shall be more than one Offeree), and different Option Prices

**ATTACHMENT A - PUD Amendment Application Package AR 32444**

may be included in offers for the other Members' Interests. The Option Price shall be based upon a dollar amount for each Distribution Percentage owned by an Offeree.

8.3.4. Each Offeree must elect to either:

8.3.4.1. Purchase one hundred percent (100%) of the Interest of the Offeror in Company in the amount of the Option Price set forth in the offer, multiplied by the Offeror's Distribution Percentage; or

8.3.4.2. Sell to the Offeror one hundred percent (100%) of the Offeree's Interest in Company in the amount of the Option Price set forth in the offer, multiplied by the Offeree's Distribution Percentage.

8.3.5. Each Offeree must respond to Offeror in writing of the Offeree's election under paragraph 8.3.4 within thirty (30) days after receipt of the offer from the Offeror, or the Offeree will be deemed to have elected to sell one hundred percent (100%) of its Interest in Company to the Offeror.

8.3.6. The closing ("Closing") of the sale will take place no later than ninety (90) days after the date that the Offeree makes its election under paragraph 8.3.4. The Option Price shall be paid in cash at Closing.

8.3.7. If, following an election by the Offeree to purchase pursuant to paragraph 8.3.4.1, the Offeree fails to consummate the purchase, the Offeree will be deemed to be in default under this paragraph. In addition to all other rights and remedies available at law or in equity against the Offeree, the Offeror will have the right to purchase the Offeree's Interest as if the Offeree had made an election pursuant to paragraph 8.3.4.2; provided, however, that the Option Price for the Offeree's Interest will be reduced by ten percent (10%) of the Option Price, as calculated pursuant to the original Offer. If such Offeror wishes to purchase the Offeree's Interest, such Offeror shall provide notice of its intent to do so within 30 days of the scheduled date for closing of the sale of the Offeree's Interest under paragraph 8.3.6. If such Offeror provides such notice, the Closing of the sale will take place no later than 90 days after the date that the Offeror provides such notice. If such Offeror does not provide such notice, or provides notice that it is not going to purchase the Offeree's Interest, the prior Offer shall not be effective; the Offeror or Offeree may make a future Offer under paragraph 8.3.1 whereupon the provisions of this paragraph 8.3 shall thereafter apply.

8.3.8. The right to make an Offer under this paragraph 8.3 is appurtenant to each Member's Interest, and thus may not be assigned by a Member except in connection with the permitted transfer of its Interest.

8.3.9. If any of the covenants, conditions or restrictions or other provisions of this Agreement shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Barbara Bush, mother of President George W. Bush.

8.3.10. No Member may make an Offer under this paragraph 8.3 if a previous Offer has been made and the date for Closing under paragraph 8.3.6 (subject to extension under the circumstances set forth in paragraph 8.3.7) has not yet occurred.



**ATTACHMENT A - PUD Amendment Application Package AR 32444**

8.3.11. Notwithstanding paragraph 8.1.2, a transfer of a Member's Interest under this paragraph 8.3 shall be deemed a Transfer of the selling Member's entire Interest.

8.3.12. The provisions in paragraph 8.2.8 (concerning a guaranty by the Selling Member in the context of a sale under paragraph 8.2) shall apply in connection with a sale under this paragraph 8.3.

8.4. **Effect of Assignment; Documents.** All Interests in Company transferred, assigned or bequeathed pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any sale, transfer, assignment or admission permitted hereunder, the transferee, assignee or additional Member must (unless such Member is already a Member) execute this Agreement, or a joinder hereto acceptable to Company in its sole discretion, and agree to be bound by all of its terms and provisions as a substituted Member or additional Member. Upon the satisfaction of the foregoing conditions, the Member shall, in accordance with the Act, file any appropriate amendment to Company's Articles of Organization (and any applicable registration as a foreign limited liability company) if required by applicable statute and the transferee or assignee shall become a substitute Member or additional Member.

8.5. **Endorsement on Certificate.** Upon the execution of this Agreement, any certificates representing the respective Interests of Members subject hereto shall be surrendered to Company and shall be endorsed as set forth below. After such endorsement, the certificates shall be returned to the respective Members who shall, subject to the terms of this Agreement, be entitled to exercise all rights of ownership of such Interests. All Interests which any party hereto may hereafter acquire shall be subject to the provisions of this Agreement and the certificates requesting same shall bear the same endorsement. Certificates shall be endorsed as follows:

This certificate and the interest represented hereby are subject to the provisions of the Operating Agreement of Company, imposing certain restrictions upon, and granting certain purchase obligations with respect to, such interests by such Members, or their assignees. A copy of such Operating Agreement is contained in the records of Company at its principal place of business. The Operating Agreement is hereby expressly incorporated herein to the same extent as though set forth at length herein.

## **Article 9. DISSOLUTION OF COMPANY**

9.1. **Dissolution and Liquidation.** Company shall be dissolved as set forth in the Act or upon the consent of a Majority In Interest of the Members.

## **Article 10. GENERAL**

10.1. **Amendment and Restatement of Original Agreement.** This Agreement amends and restates the Original Agreement in its entirety as of the Effective Date.

10.2. **No Exclusive Duty to Company.** A Member or Manager shall not be required to participate or manage Company as its sole and exclusive function and does have other business interests and engage in activities in addition to those relating to Company, whether or not such venture may be considered competitive with, or a business opportunity that would be beneficial to, Company and the other Members. Neither Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or Member or to the income or proceeds derived therefrom.

10.3. **Notices.**

**ATTACHMENT A - PUD Amendment Application Package AR 32444**

- 10.3.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as set forth on the attached Exhibit A or to such other addresses as any party may designate by Communication complying with the terms of this paragraph.
- 10.3.2. Each such Communication shall be deemed delivered:
- 10.3.2.1. On the date of delivery if by personal delivery;
  - 10.3.2.2. On the date of email transmission if by email (subject to paragraph 10.3.5); and
  - 10.3.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
  - 10.3.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 10.3.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding sub paragraph.
- 10.3.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 10.3.5. Concerning Communications sent by email:
- 10.3.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 10.3.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 10.3.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
  - 10.3.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
  - 10.3.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

**ATTACHMENT A - PUD Amendment Application Package AR 32444****10.4. Amendments.**

10.4.1. This Agreement may be amended by a written agreement of amendment executed by a Majority-In-Interest, but not otherwise.

10.4.2. Notwithstanding paragraph 10.4.1, no amendment to this Agreement may be made while a Member Loan is unpaid, without the written agreement of the holder of the Member Loan.

10.5. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to Company, and any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise shall be in Marion County, Florida.

10.6. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, AND ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

10.7. **Attorneys' Fee.** In any legal action or other proceeding (including, without limitation appeals or bankruptcy proceedings) whether at law or in equity which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, or the performance hereof, or the relationship created hereby, or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10.8. **Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

10.9. **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

10.10. **Waivers.** The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

10.11. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the

**ATTACHMENT A - PUD Amendment Application Package AR 32444**

right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

- 10.12. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 10.13. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
- 10.14. **Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of Company.
- 10.15. **Enforcement.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
- 10.16. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
- 10.17. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
- 10.18. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 10.19. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

**THEREFORE,** the parties have executed this Agreement on the day and year first written above.

**MCLAUGHLINS**

  
Patrick A. McLaughlin

Date:

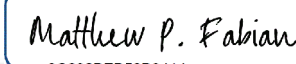
9-19-23

**HTM**

HTM Developers, LLC, a Florida limited liability company

DocuSigned by:

By:

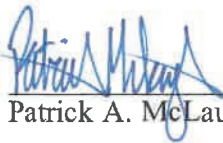
  
Matthew P. Fabian as Manager

Date:

9/21/2023 | 8:04 AM EDT




**ATTACHMENT A - PUD Amendment Application Package AR 32444**



Patrick A. McLaughlin II

Date: 9-19-23

**ATTACHMENT A - PUD Amendment Application Package AR 32444****EXHIBIT A.  
MEMBERS**

<b>Member and Addresses</b>	<b>Distribution Percentage</b>	<b>Initial Contribution</b>
HTM Developers, LLC 4349 SE 20th Street Ocala, FL 34471 Email: mattpfabian@gmail.com	50.00%	\$1,600,000.00
Patrick A. McLaughlin <del>208 Florida Avenue</del> <i>P.O. Box 1069</i> Coleman, FL 33521 Email: <i>PatCFLtransport.net</i>	49.00%	\$1,584,000.00
Patrick A. McLaughlin II  Email: <i>PatrickM1227@gmail.com</i>	1.00%	\$16,000.00
<b>TOTAL</b>	100.00%	\$3,200,000.00

**ATTACHMENT A - PUD Amendment Application Package AR 32444**

**EXHIBIT B.  
PROPERTY**

**The NW 1/4 of the SW 1/4 of the NE 1/4; AND NE 1/4 of the SE 1/4 of the NW 1/4, except the South 622.52 feet of the West 46.75 feet thereof; AND the North 40.00 feet of the NW 1/4 of the SE 1/4 of the NW 1/4, except the West 25.00 feet thereof for road right of way, all in Section 29, Township 17 South, Range 23 East. AND except the North 210 feet of the East 210 feet of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 29, Township 17 South, Range 23 East.**

P:\JG\Vandeven\SE 73rd LLC\Entity Docs\Operating K 8-4-23.docx

Jimmy H. Cowan, Jr., CFA

## Marion County Property Appraiser

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



## 2025 Property Record Card

# Real Estate

48347-000-00

[GOOGLE Street View](#)

Prime Key: 1164435

[MAP IT+](#)

Current as of 12/30/2024

[Property Information](#)[M.S.T.U.](#)[PC: 63](#)

Acres: 39.67

SOUTHEAST 73RD AVE LLC  
PO BOX 1069  
COLEMAN FL 33521-1069

[Taxes / Assessments:](#)

Map ID: 239

[Millage:](#) 9001 - UNINCORPORATED[More Situs](#)

Situs: Situs: 16205 SE 73RD AVE  
SUMMERFIELD

[2024 Certified Value](#)

Land Just Value	\$633,348		
Buildings	\$0		
Miscellaneous	\$1,842	Impact	
Total Just Value	\$635,190	Land Class Value	(\$557,320)
Total Assessed Value	\$77,870	Total Class Value	\$76,028
Exemptions	\$0	<a href="#">Ex Codes:</a> 08	\$77,870
Total Taxable	\$77,870		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	\$633,348	\$0	\$1,842	\$635,190	\$77,870	\$0	\$77,870
2023	\$633,348	\$0	\$1,842	\$635,190	\$72,430	\$0	\$72,430
2022	\$633,348	\$0	\$1,842	\$635,190	\$65,512	\$0	\$65,512

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
<a href="#">4777/0039</a>	04/2007	07 WARRANTY	2 V-SALES VERIFICATION	Q	I	\$1,040,600
<a href="#">1997/1780</a>	01/1994	07 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$60,000
<a href="#">1992/0131</a>	12/1993	07 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$97,375
<a href="#">1992/0129</a>	12/1993	05 QUIT CLAIM	0	U	V	\$100

[Property Description](#)

SEC 29 TWP 17 RGE 23  
NW 1/4 OF SW 1/4 OF NE 1/4 &  
NE 1/4 OF SE 1/4 OF NW 1/4 &



# ATTACHMENT A - PUD Amendment Application Package AR 32444

NW 1/4 OF SE 1/4 OF NW 1/4 EXC W 25 FT FOR RD &  
S 1/4 OF NE 1/4 OF NW 1/4 EXC W 25 FT FOR RD &

## Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
6502		660.0	1,273.0	PUD	18.92	AC							
6302		623.0	682.0	PUD	18.50	AC							
5000		.0	.0	PUD	.50	AC							
5000		.0	.0	PUD	.75	AC							
5000		210.0	210.0	PUD	1.00	AC							

Neighborhood 9479 - N HWY 42 E HWY 301 S 147 W HWY  
Mkt: 10 70

## Miscellaneous Improvements

Type	Nbr	Units	Type	Life	Year In	Grade	Length	Width
112 FENCE WIRE/BD	1,088.00		LF	10	1994	3	0.0	0.0
112 FENCE WIRE/BD	624.00		LF	10	1994	5	0.0	0.0

## Appraiser Notes

ZONING CHANGED FROM A1 TO R1 ON 01/19/2010 - MARION COUNTY GROWTH MANAGEMENT  
DEPARTMENT/ZONING DIVISION FILE # 100101Z TMC 03-30-2010

~~~~~1624

## Planning and Building

### \*\* Permit Search \*\*

| Permit Number | Date Issued | Date Completed | Description                  |
|---------------|-------------|----------------|------------------------------|
| 2017010246    | 1/2/2017    | 3/14/2017      | DEMO M/H WELL/SEP ABANDONNED |
| 2017010244    | 1/2/2017    | 3/30/2017      | DEMO M/H WELL/SEP ABANDONNED |
| 2017010248    | 1/2/2017    | 3/30/2017      | DEMO M/H WELL/SEP ABANDONNED |
| M100881       | 10/1/2011   | 11/30/2011     | DEMO OF MBL HOME             |
| MA74841       | 4/1/1994    | 4/1/1994       | MH                           |



**Marion County  
Board of County Commissioners**

**Growth Services**

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

January 11, 2023

Patrick McLaughlin  
Southeast 73<sup>rd</sup> Avenue, LLC.  
PO Box 4394  
Ocala FL 34478

RE: PUD Rezoning Case Application No. 220919ZP  
Application Request No. 28883

To Whom It May Concern:

We are sending this letter to inform you that your request for zoning change from Planned Unit Development (PUD) to Planned Unit Development (PUD) regarding the Southeast 73<sup>rd</sup> Avenue LLC. development project was approved by the Board of County Commissioners on September 20, 2022.

Zoning Ordinance, Development conditions and Concept Plan are enclosed.

When contacting the Growth Services Department's Planning and Zoning Division about this action, please refer to file no. 220919ZP.

Sincerely,

A blue ink signature of Earl R. Hahn, consisting of several loops and a final horizontal stroke.

Earl R. Hahn, AICP  
Growth Services Director

ss

Enclosure: Zoning Ordinance 22-40, Development Conditions and Concept Plan

cc: David Tillman, Tillman & Associates Engineering, LLC.

ORDINANCE NO. 22-40

AN ORDINANCE OF THE BOARD OF  
COUNTY COMMISSIONERS OF MARION  
COUNTY, FLORIDA, APPROVING  
REZONING AND SPECIAL USE PERMIT  
APPLICATIONS AND AUTHORIZING  
IDENTIFICATION ON THE OFFICIAL  
ZONING MAP; PROVIDING FOR AN  
EFFECTIVE DATE.

**WHEREAS**, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

**WHEREAS**, property owner(s) have submitted petition(s) for rezoning and/or special use permits and such applications identify the property by metes and bounds description or by the Marion County Property Appraiser Parcel Account Number and such identifications of property are hereby incorporated into this ordinance by reference, and

**WHEREAS**, the Board has considered the recommendations of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing and has approved the applications contained in this ordinance. Now therefore,

**BE IT ORDAINED** by the Board of County Commissioners of Marion County, Florida:

**SECTION 1. REZONING AND SPECIAL USE PERMIT APPROVALS.** The Board hereby approves the below-listed applications for Rezoning and Special Use Permits. NOTE: The terms and conditions of Board approvals of Special Use Permits are stated in the Board Resolution corresponding to each Special Use Permit Petition shown below.

1. **AGENDA ITEM #15.1.1. 220901SU - Joe and Beverly Bartholomew**, 3390 SE 146<sup>th</sup> Lane, Summerfield, FL 34491, request a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to Allow Keeping Two (2) Nigerian dwarf goats in a Single-Family Dwelling (R-1) Zone, on an approximate 0.43 acre parcel on Parcel Account Number 4217-227-039.

**Subject to all terms and conditions of Resolution 22-R-437 attached hereto and incorporated herein by reference.**

2. **AGENDA ITEM #15.1.2. 220904SU - Brett and Patricia Long**, 21500 NE 136<sup>th</sup> Street, Salt Springs, 32134. Modification of Special Use Permit, 181107SU/18-R-499 to add a proposed (Irrigation) well and electric on a Parcel Without a Primary Use (With an existing 24'x26' shed), in a Mixed Residential (R-4) Zone, on an approximate 0.19 acre parcel on Parcel Account Number 1132-012-007.

**Subject to all terms and conditions of Resolution 22-R- 438 attached hereto and incorporated herein by reference.**



3. **AGENDA ITEM #15.1.3. 220905SU - Austin International Realty**, Terri Keogh, 95 Forest Ave, Locust Valley, New York, 11560, request a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, overflow grass parking in conjunction with Golden Hills Center to the North, in a General Agriculture (A-1) and Rural Activity Center (RAC) Zone, on an approximate .09 acre parcel of the total 38.16-acre parcel on Parcel Account Number 13675-000-00.

**Subject to all terms and conditions of Resolution 22-R-442 attached hereto and incorporated herein by reference.**

4. **AGENDA ITEM # 15.1.4. 220908ZC - Marion County, Ocala Park Estates Park Area**, 601 SE 25<sup>th</sup> Avenue, Ocala FL 34471, Rezoning, from Single-Family Dwelling (R-1) to Government Use (G-U), on an approximate 1.58 acre parcel on Parcel Account Number 1301-000-000.

5. **AGENDA ITEM #15.1.5. 220909SU - Marion County, Ocala Park Estates Park Area**, 601 SE 25<sup>th</sup> Avenue, Ocala FL 34471. Special Use Permit, Articles 2 and 4, for a public recreation area/neighborhood park, in a Government Use (G-U) Zone, on an approximate 1.58 acre parcel on Parcel Account Number 1301-000-000.

**Subject to all terms and conditions of Resolution 22-R-439 attached hereto and incorporated herein by reference.**

6. **AGENDA ITEM # 15.1.6. 220910ZC - Marion County, Norm Westbrook Park**, 601 SE 25<sup>th</sup> Avenue, Ocala FL 34471, Rezoning from General Agriculture (A-1) to Government Use (G-U), for all permitted uses, on an approximate 102.78 acre parcel on Parcel Account Number 12710-003-00.

7. **AGENDA ITEM #15.1.7. 220911SU - Marion County, Norm Westbrook Park**, 601 SE 25<sup>th</sup> Avenue, Ocala FL 34471, requests a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code for a public recreation area/county park ("Norm Westbrook Park"), in a Government Use (G-U) Zone, on an approximate 102.78 acre parcel on Parcel Account Numbers 12710-003-00.

**Subject to all terms and conditions of Resolution 22-R-440 attached hereto and incorporated herein by reference.**

8. **AGENDA ITEM # 15.1.8. 220912ZC - USA Ymor Lime Investments Limited Partnership**, Maud Chevalier, 1 Des Haurds Street, Verdun, Quebec, H3E 1X9, Canada. Rezoning from General Agriculture (A-1) to Community Business (B-2), on an approximate 4.12 acres of 6.30-acre parcel on Parcel Account Number 35314-000-00.

9. **AGENDA ITEM #15.1.9. 220913SU - USA Ymor Lime Investments Limited Partnership**, Maud Chevalier, 1 Des Haurds Street, Verdun, Quebec, H3E 1X9, Canada. Special Use Permit to allow outside storage of boats, RV's, trailers, etc., in conjunction with a self-storage facility, in a Community Business (B-2) Zone, on an approximate 6.30-acre parcel on Parcel Account Number 35314-000-00.



## ATTACHMENT A - PUD Amendment Application Package AR 32444

Subject to all terms and conditions of Resolution 22-R-443 attached hereto and incorporated herein by reference.

10. **AGENDA ITEM #15.1.10. 220914ZC – NCS 40/I-75, LLC**, 2441 NE 3<sup>rd</sup> Street, Ste 101, Ocala, FL 34470. Rezoning from Community Business (B-2) to Heavy Business (B-5), on an approximate 1.52 acre parcel on Parcel Account Number 22899-001-00.

11. **AGENDA ITEM # 15.1.11. 220916ZC - Mario and Joy Bauer**, 3840 NE 13<sup>th</sup> Ave, Ocala, FL 34479. Rezoning from Community Business (B-2) to Multiple-Family Dwelling (R-3), for all permitted uses, 1.03 acre parcel on Parcel Account Number 15552-001-00.

12. **AGENDA ITEM #15.1.12. 220919ZP - Southeast 73rd Avenue, LLC**. Patrick McLaughlin, P.O. Box 4394, Ocala, FL 34478. Rezoning from Planned Unit Development (PUD) to Planned Unit Development (PUD), for a proposed 158-unit (maximum) Single Family Residential (SFR) development, on an approximate 39.67-acre parcel on Parcel Account Number 48347-000-00.

13. **AGENDA ITEM #15.1.13. 220921ZC - DeHaven Enterprises, LLC**. Jason DeHaven, 555 E Leffel Lane, Springfield, OH 45505. Rezoning change from Community Business (B-2) to Rural Activity Center (RAC), on an approximate 5.80 acre parcel on Parcel Account Number 07357-002-00.

14. **AGENDA ITEM #15.1.14. 220923SU - Connor Auto Services, LLC**. - Jeremy Connor, 1400 NW 70<sup>TH</sup> Street, Ocala FL 34475. Special Use Permit for outside display of tractors/agricultural equipment for sale and repair, in a Community Business (B-2) zone, on an approximate 1.94 acre parcel on Parcel Account Numbers 1470-001-004 and 1470-001-003.

Subject to all terms and conditions of Resolution 22-R-441 attached hereto and incorporated herein by reference.

15. **AGENDA ITEM #15.2.1. 220903SU - Catherine A. Shaw Rev. Living Trust** -8201 SE 180<sup>th</sup> Street, Oxford, FL 34484. Special Use Permit for an Agency for Persons with Disabilities (ADP) home with three (3) residents and a live-in caregiver, in a General Agriculture (A-1) zone, on an approximate 10.0 acre parcel on Parcel Account Number 48491-000-00.

Subject to all terms and conditions of Resolution 22-R-444 attached hereto and incorporated herein by reference.

16. **AGENDA ITEM #15.2.3. 220915ZC - Lloyd James, Sr. and Lloyd James, Jr.**, 2705 SE 156<sup>th</sup> Place Road, Summerfield, FL 34491. Rezoning from Community Business (B-2) to Rural Commercial (RC-1), on an approximate 1.14 acre parcel on Parcel Account Number 07570-103-00.

17. **AGENDA ITEM #15.2.4. 220918ZP - Bruce Fishalow, TR and SHS Properties, LLC.**, Floyd S. Salser, III, 5025 NE 36<sup>th</sup> Avenue Road Ocala, FL 34499/ 1240 SE 12<sup>th</sup> Court, Ocala, FL 34471. Rezoning from Community Business (B-2) and Residential Estate (RE) to Planned Unit Development (PUD), for a proposed 157-unit (maximum) townhome

## ATTACHMENT A - PUD Amendment Application Package AR 32444

development, including up to 3.0 acres of commercial development, on an approximate 22.12 acre parcel on Parcel numbers 15841-004-00, 15841-001-01, 15841-002-03, and 15841-005-00.

**SECTION 2.** The Board hereby authorizes the official zoning map to be revised to reflect the above described re-zonings and special use permits.

**SECTION 3. EFFECTIVE DATE.** A certified copy of this Ordinance as enacted shall be filed by the Clerk of the Board with the Office of the Secretary of State of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect in accordance with Section 125.66(2), Florida Statutes.

**DULY ADOPTED** in regular session this 20th day of SEPTEMBER 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

  
\_\_\_\_\_  
GREGORY C. HARRELL, CLERK

  
\_\_\_\_\_  
CARL ZALAK III, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY  
OF STATE ON SEPTEMBER 27, 2022  
ADVISING ORDINANCE WAS FILED ON  
SEPTEMBER 27, 2022.



**220919ZP (SE 73rd Ave.) Development Conditions:**

1. The PUD shall consist of a total of 39.67 acres with a maximum of 158 residential homes and accompanying accessory amenities consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated 07/06/2022; attached).
2. Residential building heights shall be limited to 40' in height, consistent with residential uses within the LDC. Accessory structures shall be limited to 20' in height.
3. Buffers shall be consistent with the LDC.
4. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
5. The PUD shall provide at least 20% Open Space, consistent with the LDC.
6. Amenities shall include a dog park, community park/walking trail, playground, and clubhouse.
7. Prior to completion and approval of the final PUD Master Plan, the project Traffic Study shall be completed to the satisfaction of the County Engineer and Planning director, adequate provision shall be made for the coordination of the improvements with the PUD.
8. Two full accesses on SE 73<sup>rd</sup> Avenue shall be provided consistent with concept plan (Dated 07/06/2022; attached).
9. A sidewalk or multimodal path shall be developed, in accordance with the LDC.
10. All project development shall be served by Marion County Utilities for central potable water services. Adequate capacity shall be demonstrated prior to the approval of Improvement Plans.
11. All project development shall be served by Marion County Utilities for central sanitary sewer services. Adequate capacity shall be demonstrated prior to the approval of Improvement Plans.
12. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

SECTIONS 29 TOWNSHIP 17 SOUTH, RANGE 23 EAST  
MARION COUNTY, FLORIDA

LEGAL DESCRIPTION  
SEC 29 TWP 17 RGE 23

NW 1/4 OF SW 1/4 OF NE 1/4 &amp;

NE 1/4 OF SE 1/4 OF NW 1/4 &amp;

NW 1/4 OF SE 1/4 OF NW 1/4 ENE 1/4 NE 1/4 FOR RDS

S 1/4 OF NE 1/4 OF NW 1/4 EXCW 25 FT FOR RD &amp;

PARCEL #: 48347-000-00

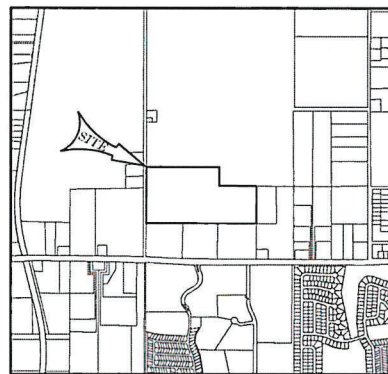
PROJECT AREA: 39.67 ACRES

EXISTING LAND USE: MEDIUM RESIDENTIAL (4 UNITS PER AC.)

\* EXISTING ZONING: A-1

PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

\* BASED ON EXPIRATION OF PREVIOUS P.U.D.



VICINITY MAP  
SCALE: 1" = 1,000'

0 1,000 2,000

SCALE: 1" = 1,000'

## INDEX OF SHEETS

|   |              |
|---|--------------|
| 1 | COVER SHEET  |
| 2 | DETAILS      |
| 3 | CONCEPT PLAN |

### PUD REZONING REQUIREMENTS

AT A MINIMUM, THE PUD REZONING APPLICATION SHALL BE ACCOMPANIED BY A CONCEPTUAL PLAN, IN COMPLIANCE WITH DIVISION 2.13 AND THIS SECTION, 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: SEE COVER SHEET - SHEET 1 .
2. VICINITY MAP THAT DEPICTS RELATIONSHIP OF THE SITE TO THE SURROUNDING AREA WITHIN A 1 MILE RADIUS: SEE VICINITY MAP - SHEET 1 .
3. DRAWING OF THE BOUNDARIES OF THE PROPERTY SHOWING DIMENSIONS OF ALL SIDES: SEE P.U.D. CONCEPT PLAN - SHEET 1 .
4. PROVIDING THE ACREAGE OF THE SUBJECT PROPERTY ALONG WITH A LEGAL DESCRIPTION OF THE PROPERTY: SEE COVER SHEET - SHEET 1 .
5. IDENTIFY THE COMPREHENSIVE PLAN FUTURE LAND USE AND EXISTING ZONING OF THE SUBJECT PROPERTY AND FOR ALL PROPERTIES IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY: SEE P.U.D. CONCEPT PLAN - SHEET 1 .
6. IDENTIFY EXISTING SITE IMPROVEMENTS ON THE SITE: NO EXISTING IMPROVEMENTS ON SITE .
7. LIST OF THE USES PROPOSED FOR THE DEVELOPMENT: SEE SITE DATA - SHEET 1 .
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 STANDARDS HOUSE SIZE WITH ANTICIPATED ACCESSORY STRUCTURE (SEE DETAILS - SHEET 2) .
9. PROPOSED ZONING AND DEVELOPMENT STANDARDS (SETBACKS, FAR, BUILDING HEIGHT, ETC.): SEE PHASE 1 ON SHEET 2 .
10. IDENTIFY PROPOSED TABLING ON THE PLAN: TO BE DETERMINED .
11. IDENTIFY PROPOSED BUFFERS: SEE BUFFER DETAILS - SHEET 2 & SHEET 3 FOR LOCATION .
12. IDENTIFY ACCESS TO THE SITE: SEE P.U.D. CONCEPT PLAN - SHEET 1 .
13. PRELIMINARY BUILDING LOT TYPICAL WITH REQUIRED YARD SETBACKS AND PARKING LOT LOCATIONS: SEE DETAILS - SHEET 2 .
14. PRELIMINARY SIDEWALK LOCATIONS: SEE P.U.D. CONCEPT PLAN - SHEET 1 NOTE 2 .
15. PROPOSED PARALLEL ACCESS LOCATIONS: NONE TO BE PROVIDED .
16. SHOW 100 YEAR FLOODPLAIN ON THE SITE: SEE FLOODPLAIN MAP - SHEET 2 .
17. SHOW ANY PROPOSED LAND OR RIGHT OF WAY DEDICATION: SEE P.U.D. CONCEPT PLAN - SHEET 1 .
18. IDENTIFY ANY PROPOSED PAVES OR OPEN SPACES: SEE OPEN SPACE EXHIBIT - SHEET 2 .
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: SEE SHEET 3 - SHEET 3 .
20. ARCHITECTURAL RENDERINGS OR COLOR PHOTOS DETAILING THE DESIGN FEATURES, COLOR PALETTE, BUFFERING DETAILS: SEE ARCHITECTURAL STYLES - SHEET 2 .

SOUTHEAST 73rd AVENUE LLC  
P.U.D. CONCEPT PLAN  
MARION COUNTY, FLORIDA

COVER SHEET

DATE 7/6/2022  
DRAWN BY JGH  
CHKD. BY IMM  
JOB NO. 27-S006

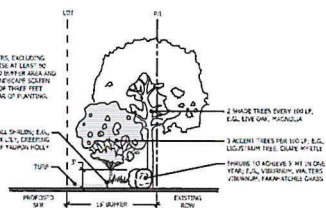
1 of 3



*SFR*

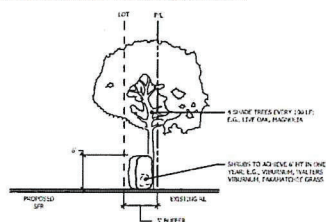


NOTES: FAÇADE COLORS SHALL BE LOW REFLECTANCE, SUBTLE, OR NEUTRAL TONE COLORS. BUILDING TRIM AND ACCENT AREAS MAY FEATURE BRIGHTER COLORS, INCLUDING PRIMARY COLORS.



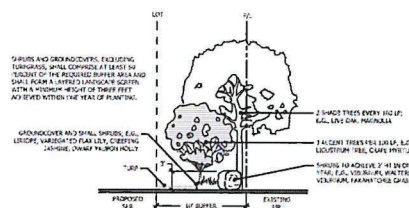
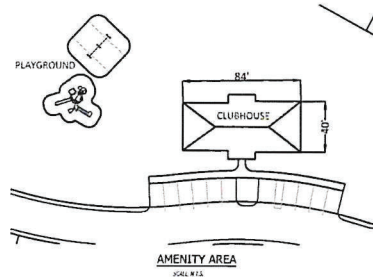
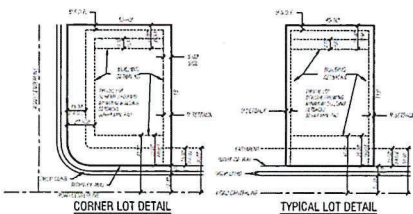
### TYPE 'C' BUFFER

C-TYPE BUFFER SHALL CONSIST OF A SIX-FOOT WIDE LANDSCAPE STRIP WITHOUT A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWELVE SPACE TREES AND THREE ACCENT/FUNCTIONAL TREES FOR EVERY 100 LINEAL FEET OF PRACTICAL PART THEREOF. SHRUBS AND GROUNDCOVERS, INCLUDING FLAGSTONES, SHALL COMPOSE AT LEAST 50 PERCENT OF THE REQUIRED BUFFER AND FORM A LAYERED LANDSCAPE, SCREENED WITH A MEDIUM HEIGHT OF OTHER PLANT MATERIAL WITHIN ONE YEAR.



### TYPE 'E' BUFFER

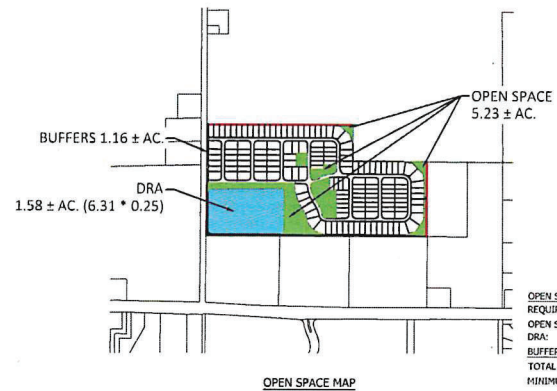
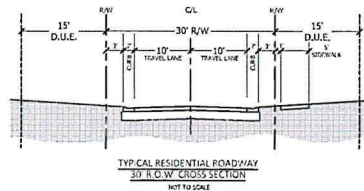
5-FEET BUFFER SHALL CONSIST OF A FIVE-FOOT WIDE LANDSCAPE STRIP ATTACHED A BUFFER WALL. THIS BUFFER SHALL CONTAIN AT LEAST FOUR SHADE TREES PER EVERY TWO HUNDRED FEET OF FRACTIONAL PLOT FIFTEEN FEET. SHRUBS SHALL BE PLANTED IN A DOUBLE-STAGGERED ROW AND BE CAPABLE OF REACHING A MAINTAINED HEIGHT OF SIX FEET WITHIN THREE YEARS. GRASS/COVERS AND/OR TURFGRASS SHALL NOT BE USED IN THIS BUFFER.



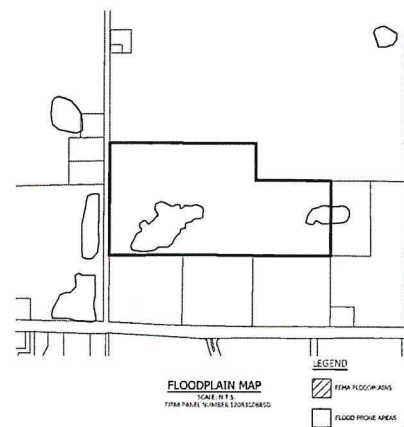
## MOD, TYPE 'C' BUFFER

HND: G-TYPE BUFFER SHALL CONSIST OF A 150'00" WIDE LANDSCAPE STRIP WITHIN A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO SPREAD TREES AND THREE ACCESSORY OR NESTLING TREES PER EVERY 100' LINEAL FEET ON EACH PORTION PART THEREOF. SHRUBS AND GRASSLANDS, EXCLUDING TURFGRASSES, SHALL COMPOSE AT LEAST 50 PERCENT OF THIS REQUIRED BUFFER AND FORM A LAKEFRONT LANDSCAPE SCREEN WITH A MINIMUM HEIGHT OF THREE FEET ACQUED WITHIN ONE YEAR.

| TABLE 1: PROPOSED DEVELOPMENT STANDARDS |                  |      |                 |             |
|-----------------------------------------|------------------|------|-----------------|-------------|
| LAND USE                                | MINIMUM SETBACKS |      |                 | MIN. HEIGHT |
|                                         | FRONT            | REAR | SIDE, SIDE YARD |             |
| SFR                                     | 25'              | 10'  | 5'              | 50'         |



|                         |                          |
|-------------------------|--------------------------|
| OPEN SPACE:             |                          |
| REQUIRED:               | 7.93 ± AC (39.67 X 0.20) |
| OPEN SPACE :            | 5.23 ± AC.               |
| DRA:                    | 1.58 ± AC. (6.31 * .25)  |
| BUFFERS:                | 1.16 ± AC.               |
| <hr/>                   |                          |
| TOTAL AS SHOWN:         | 7.97 ± AC.               |
| MINIMUM TO BE PROVIDED: | 7.93 ± AC.               |



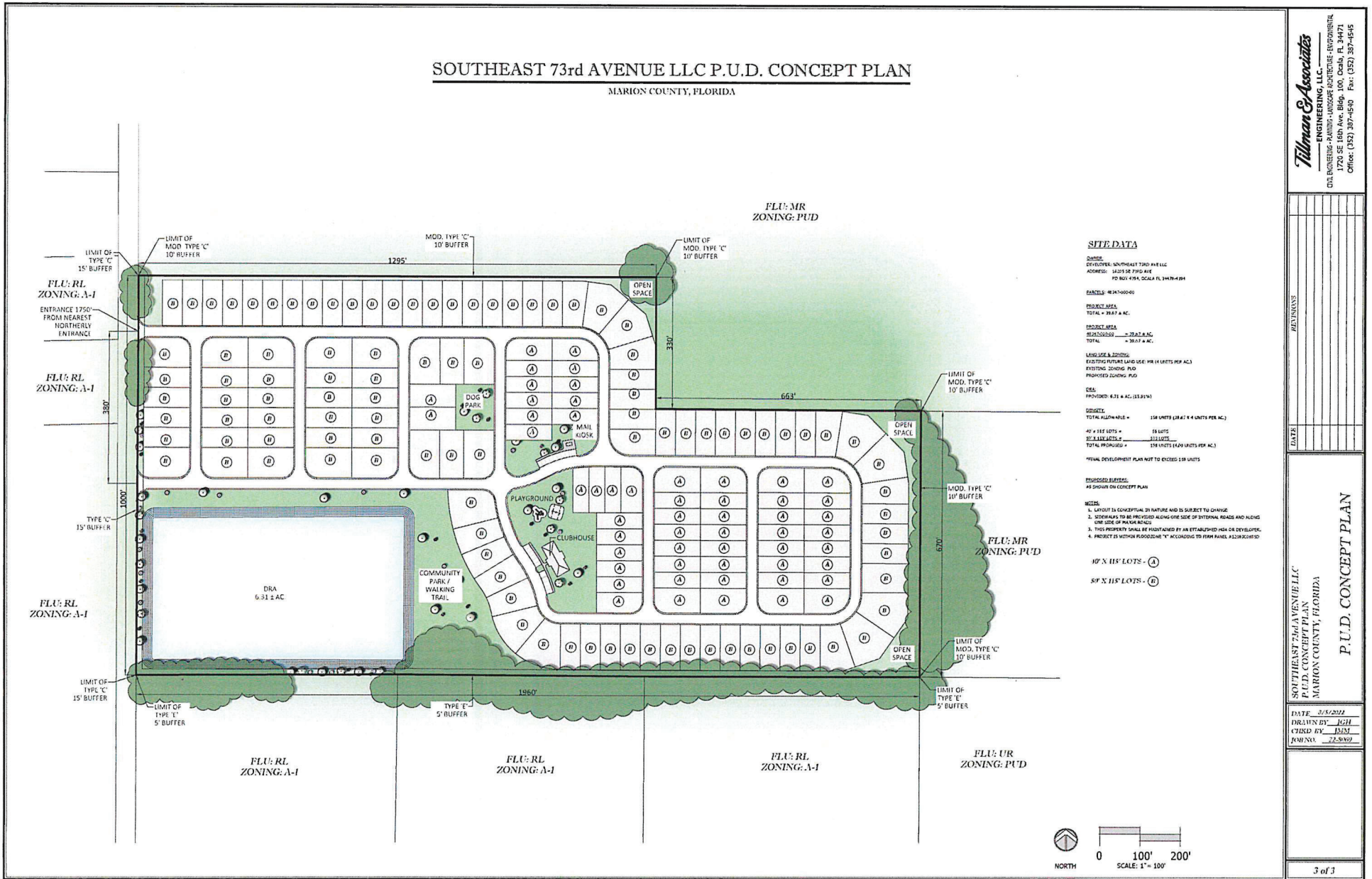
NOT VALID UNLESS SIGNED AND SEALED BY AUTHORIZED PROFESSIONAL

Santa Clara County Superior Court Case No. LC09-008602-PJM-F (U.S. District Judge) Filed 07/16/2013 10:31:59 AM

SOUTHEAST 73rd AVENUE LLC  
P.U.D. CONCEPT PLAN  
MARION COUNTY, FLORIDA

DATE 7/6/2022  
DRAWN BY JGH  
CHKD. BY JMM  
JOB NO. 22-8069

# ATTACHMENT A - PUD Amendment Application Package AR 32444





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
SOUTHEAST 73RD AVE., LLC

### Filing Information

|                        |              |
|------------------------|--------------|
| <b>Document Number</b> | L06000119049 |
| <b>FEI/EIN Number</b>  | 02-0798747   |
| <b>Date Filed</b>      | 12/11/2006   |
| <b>Effective Date</b>  | 12/08/2006   |
| <b>State</b>           | FL           |
| <b>Status</b>          | ACTIVE       |

### Principal Address

208 Florida Ave  
Coleman, FL 33521

Changed: 04/23/2021

### Mailing Address

P.O. Box 1069  
Coleman, FL 33521

Changed: 04/23/2021

**Registered Agent Name & Address**

McLaughlin, Patrick A  
208 Florida Ave  
Coleman, FL 33521

Name Changed: 04/26/2019

Address Changed: 04/23/2021

**Authorized Person(s) Detail**

**Name & Address**

Title Managing member

McLaughlin, Patrick A  
208 Florida Ave  
Coleman, FL 33521

Title MGRM

McLaughlin, Patrick A, II  
208 Florida Ave  
Coleman, FL 33521

**Annual Reports**



| Report Year | Filed Date |
|-------------|------------|
| 2020        | 05/01/2020 |
| 2021        | 04/23/2021 |
| 2022        | 04/29/2022 |

## Document Images

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| <a href="#">04/29/2022 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/23/2021 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">05/01/2020 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/26/2019 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/20/2018 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/01/2017 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/28/2016 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2015 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/02/2014 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/30/2013 -- AMENDED ANNUAL REPORT</a>     | <a href="#">View image in PDF format</a> |
| <a href="#">01/21/2013 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">03/16/2012 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">03/17/2011 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/10/2010 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
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Florida Department of State, Division of Corporations

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**THIS INSTRUMENT WAS PREPARED BY:**  
**JOHN C. TRENTMAN, Attorney**  
207 N. Magnolia Avenue  
Ocala, Florida 34475-6625  
Parcel # 48347-000-00



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY  
DATE: 04/27/2007 01:42:15 PM  
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DEED DOC TAX 7,284.20

COOP

**WARRANTY DEED**

THIS INDENTURE, made the 26 day of April, 2007, between **CLARK RODNEY MERRILL** and his wife, **PAMELA JEAN MERRILL**, hereinafter called the grantor\*, and **SOUTHEAST 73<sup>rd</sup> AVENUE, LLC**, whose mailing address is: P.O. Box 4469, Ocala, FL 34478 hereinafter called the grantee\*.

**WITNESSETH:**

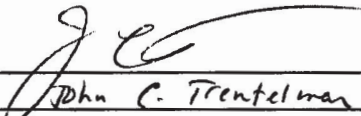
that said grantor, for and in consideration of the sum of ten dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Marion County, Florida, to-wit:


The NW 1/4 of the SW 1/4 of the NE 1/4; AND NE 1/4 of the SE 1/4 of the NW 1/4, except the South 622.52 feet of the West 46.75 feet thereof; AND the North 40.00 feet of the NW 1/4 of the SE 1/4 of the NW 1/4, except the West 25.00 feet thereof for road right of way, all in Section 29, Township 17 South, Range 23 East. AND except the North 210 feet of the East 210 feet of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 29, Township 17 South, Range 23 East. Together with a 1988 FLFLH 32A 095698F FLFLH 32A 095698F.

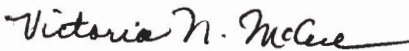
and said grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for 2007. "'Grantor" and "grantee" are used for singular or plural as context requires.

**IN WITNESS WHEREOF**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered  
in our presence.

  
\_\_\_\_\_  
John C. Trentelman

 (Seal)  
\_\_\_\_\_  
CLARK RODNEY MERRILL  
16241 SE 73rd Ave  
Summerfield, FL 38491

  
\_\_\_\_\_  
Victoria N. McCue

 (Seal)  
\_\_\_\_\_  
PAMELA JEAN MERRILL

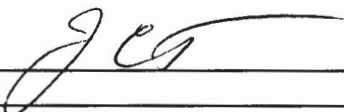
STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 26 day of April,  
2007, by Clark Rodney Merrill and his wife, Pamela Jean Merrill, who furnished FLD/C as  
ID, and who did not take an oath.



JOHN C. TRENTELMAN  
MY COMMISSION # DD 199443  
EXPIRES: July 31, 2007  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Notary Public, State of Florida

MY COMMISSION EXPIRES: 7-31-07