

REPORT OF THE PLANNING AND DEVELOPMENT DEPARTMENT FOR
APPLICATION FOR REZONING ORDINANCE 2019-0231 TO
PLANNED UNIT DEVELOPMENT

MAY 9, 2019

The Planning and Development Department hereby forwards to the Planning Commission, Land Use and Zoning Committee, and City Council its comments and recommendation regarding Application for Rezoning Ordinance 2019-0231 to Planned Unit Development.

Location: 5719 Cagle Road; between University Boulevard and Bowden Road

Real Estate Number(s): 153066-0200

Current Zoning District(s): Commercial Community General-1 (CCG-1)

Proposed Zoning District: Planned Unit Development (PUD)

Current Land Use Category: Community General Commercial (CGC)

Proposed Land Use Category: High Density Residential (HDR)

Planning District: Southeast, District 3

Applicant/Agent: Paul M Harden, Esq.
Law Office of Paul M Harden
501 Riverside Avenue, Suite 901
Jacksonville, Florida 32202

Owner: Jared Remmington
Cagle Group, LLC.
131 Soundview Lane
New Canaan, Connecticut 06840

Staff Recommendation: **APPROVE WITH CONDITIONS**

GENERAL INFORMATION

Application for Planned Unit Development 2019-0231 seeks to rezone approximately 2.53 acres of land from Commercial Community General-1 (CCG-1) to PUD. The rezoning to PUD is being sought to allow for the conversion from a motel to a high-density multi-family complex not to

exceed 111 units. The HDR land use category sought requires a mix of uses, therefore there are facilities on the first floor open to the public such as retail sales, laundry facility, daycare, etc.

E-18-89 was filed by Jessica Douglas on behalf of Cagle Group LLC. The applicant requested to allow Multi-Family dwellings in CCG-1. The application was heard on December 6, 2018 by the Planning Commission. Staff recommended denial of the request due to inconsistency with the Goals, Objectives and Policies in the 2030 Comprehensive Plan required for the CGC land use category. Planning Commission voted to deny the request. Therefore, the property owner is back with a new applicant to request the same use via a land use amendment and PUD rezoning.

There is a companion Land Use Amendment, 2019-0230 (L-5371-19C). The proposed LUA is for Community General Commercial (CGC) to High Density Residential (HDR).

CRITERIA FOR REVIEW

Pursuant to the provisions of Section 656.125 of the Zoning Code, the Planning and Development Department, Planning Commission and City Council (including the appropriate committee) shall evaluate and consider the following criteria of an application for rezoning to Planned Unit Development.

(A) Is the proposed zoning district consistent with the 2030 Comprehensive Plan?

Yes. The Planning and Development Department finds that the subject property is located in the Community General Commercial (CGC) functional land use category as defined by the Future Land Use Map series (FLUMs) contained within the Future Land Use Element (FLUE) adopted as part of the 2030 Comprehensive Plan. However, there is a companion Application for Small-Scale Land Use Amendment to the Future Land Use Map Series L-5371-19C (Ordinance 2019-230) that seeks to amend the portion of the site that is within the Community General Commercial (CGC) land use category to High Density Residential (HDR). Staff is recommending that Application for Small-scale Land Use Amendment to the Future Land Use Map Series L-5371-19C be approved. Therefore, the proposed rezoning is consistent with the FLUMs adopted as part of the 2030 Comprehensive Plan pursuant to Chapter 650 Comprehensive Planning for Future Development of the Ordinance Code. A description of the category is noted below.

(B) Does the proposed rezoning further the goals, objectives and policies of the 2030 Comprehensive Plan?

Yes. This proposed rezoning to Planned Unit Development is in/consistent with the 2030 Comprehensive Plan, and furthers the following goals, objectives and policies contained herein, including:

Future Land Use Element:**Policy 1.1.12**

Promote the use of Planned Unit Developments (PUDs), cluster developments, and other innovative site planning and smart growth techniques in all commercial, industrial and residential plan categories, in order to allow for appropriate combinations of complementary land uses, and innovation in site planning and design, subject to the standards of this element and all applicable local, regional, State and federal regulations.

The creative renovation of an old hotel for high density residential allows for a residential planning in an area that is largely commercial. This gives a different housing option in an area that is lacking.

Policy 1.2.9

Require new development and redevelopment in the Central Business District, Urban Priority Area, Urban Area, and Suburban Area to be served by centralized wastewater collection and potable water distribution systems when centralized service is available to the site. New septic tanks in this area maybe permitted only as interim facilities pursuant to the requirements of the Sanitary Sewer Sub-Element.

The site will have JEA water and sewer services provided.

Objective 6.3

The City shall accommodate growth in Jacksonville by encouraging and facilitating new infill development and redevelopment on vacant, bypassed and underutilized land within areas that already have infrastructure, utilities, and public facilities, while addressing the needs of City residents.

This site has sat vacant for years with no legal inhabitants. The conversion from a motel to a high density residential use will allow for more option of residential types for the Bowden/University area.

(C) Does the proposed rezoning conflict with any portion of the City's land use Regulations?

The written description and the site plan of the intended plan of development, meets all portions of the City's land use regulations and furthers their intent by providing specific development standards.

Pursuant to the provisions of Section 656.341(d) of the Zoning Code, the Planning and Development Department, Planning Commission and City Council (including the appropriate committee) shall evaluate and consider the following criteria for rezoning to Planned Unit Development district:

(1) Consistency with the 2030 Comprehensive Plan

In accordance with Section 656.129 Advisory recommendation on amendment of Zoning Code or rezoning of land of the Zoning Code, the subject property is within the following functional land use categories as identified in the Future Land Use Map series (FLUMs): Community General Commercial (CGC). There is a companion Application for Small-Scale Land Use Amendment to the Future Land use Map Series L-5371-19C (Ordinance 2019-230) that seeks to amend the portion of land that is within the Community General Commercial (CGC) land use category to High Density Residential (HDR). The Planning and Development Department finds that the proposed PUD is in/consistent with the 2030 Comprehensive Plan, as evaluated in Criteria (B).

(2) Consistency with the Concurrency Mobility and Management System

Pursuant to the provisions of Chapter 655 Concurrency and Mobility Management System of the Ordinance Code, the development will be required to comply with all appropriate requirements of the Concurrency and Mobility Management System (CMMSO) prior to development approvals. Currently, there are not applications in the CMMSO for the proposed project. The agent/applicant/owner will need to apply for Mobility and a CCAS/CRC application prior to plan submittal with COJ. Once the Mobility Fee is assessed, it will need to be paid prior to permit sign off by CMMSO.

(3) Allocation of residential land use

This proposed Planned Unit Development intends to utilize lands for the conversion from a motel to a high-density multi-family complex not to exceed 111 units. This proposed development will not exceed the projected holding capacity reflected in Table L-20, Land Use Acreage Allocation Analysis for 2030 Comprehensive Plan's Future Land Use Element, contained within the Future Land Use Element (FLUE) of the 2030 Comprehensive Plan.

(4) Internal compatibility

This proposed PUD is consistent with the internal compatibility factors. An evaluation of the internal compatibility of a proposed Planned Unit Development shall be based on the following factors:

- The existence or absence of, and the location of open spaces, plazas, recreational areas and common areas: The written description indicates that the site may be developed without having to meet recreation or open space requirements.
- The use of existing and proposed landscaping: The written description indicates that the subject property will not be meeting Part 12 of the zoning code, they will be using the existing landscaping.
- The treatment of pedestrian ways: Pedestrian access shall be in accordance with the 2030 Comprehensive Plan.

- Compatible relationship between land uses in a mixed use project: In accordance with the mixed use requirement of the HDR land use category there will be a mixed use facility on the first floor which may include; retail sales, a laundry facility, daycare, etc.

(5) External Compatibility

Based on the written description of the intended plan of development and site plan, the Planning and Development Department finds that external compatibility is achieved by the following:

- The type, number and location of surrounding external uses: This area is a mix of legal non-conforming uses and commercial uses. There are a couple of single-family dwellings, office buildings, and hotels.
- The Comprehensive Plan and existing zoning on surrounding lands:
The adjacent uses, zoning and land use categories are as follows:

Adjacent Property	Land Use Category	Zoning District	Current Use
North	CGC	CCG-1	Hotel
South	CGC	CCG-1	Single Family Dwelling
East	CGC	PUD 2015-486-E	Single Family Dwelling
	CGC	CCG-1	Office with outside storage
West	CGC	CCG-1	Office building

- Any other factor deemed relevant to the privacy, safety, preservation, protection or welfare of lands surrounding the proposed PUD which includes any existing or planned use of such lands: Staff is conditioning that a six foot (6') 95% opaque fence be installed along the northern and southern property lines. Because the written description has indicated that Part 12 requirements of the Zoning Code will not be met this eliminates the owner/developer's need to provide proper buffering. To protect the privacy of the potential new residential of the apartment complex and those that are staying at the adjacent hotel and property owners of the single-family dwelling to the south. PUD 2015-486-E (properties the east: 5612 & 5630 Summerall Rd) was approved with condition that, "The owner shall install and maintain a six (6) foot high, 85% opaque wood or vinyl fence along the north and west property lines..." and responsible for providing the fencing along the eastern property line of the subject property.

(6) Intensity of Development

The proposed development is consistent with the High Density Residential (HDR) functional land use category. The PUD is appropriate at this location because there will be no physical change to the outside of the building but will revitalize a property that has sat vacant and blighting for over ten years with no legal occupants.

- The existing residential density and intensity of use of surrounding lands: The closest

multi-family use, 4950 Richard St, is approximately 0.29 miles as the crow flies and 0.40 miles driving. The closest existing HDR land use category, 6000 San Jose Boulevard, is 2.06 miles away as the crow flies and approximately 2.3 miles driving. CGC is the common land use category of the surrounding properties. However, the proposed apartment complex abuts a hotel and is across the street from another hotel.

- The availability and location of utility services and public facilities and services: JEA availability letter was provided with the application and the proposed PUD was reviewed by JEA.

School Capacity

Based on the Development Standards for impact assessment, the 2.53 acre proposed land use map amendment has a development potential of 111 multi-family dwelling units in the HDR land use category. The proposed development was analyzed in accordance with the adopted level of service standards (LOS) for school capacity as established in the Interlocal Agreement (ILA) and the Public Schools and Facilities Element. The ILA was entered into in coordination with the Duval County Public School System (DCPS) and the other municipalities within Duval County.

School concurrency LOS is the methodology used to analyze and to determine whether there is adequate school capacity for each school type (elementary, middle, and high school) to accommodate a proposed development. The LOS (105% of permanent capacity) is based on Concurrency Service Areas (CSAs), not the closest school in the area for elementary, middle and high schools, as well as on other standards set forth in the City of Jacksonville School Concurrency Ordinance.

In evaluating the proposed residential development for school concurrency, the following results were documented:

School Impact Analysis

LUA L-5371-119C

Development Potential: 111 Multi-family Units

School Type	CSA	2018-19 Enrollment/CSA	Current Utilization (%)	New Student/ Development	5-Year Utilization (%)	Available Seats
Elementary	4	5,759	85%	19	100%	65
Middle	4	4,199	86%	8	85%	238
High	4	1,281	57%	10	86%	5
Total New Students				37		

Total Student Generation Yield: 0.333

Elementary: 0.167

Middle: 0.073

High: 0.093

The analysis of the proposed residential development does not reveal any deficiency for school capacity within the CSA.

Public School Facilities Element

Policy 2.3.2 The City will coordinate with DCPS to establish plan review procedures to manage the timing of Future Land Use Map amendments and other land use decisions so that these decisions coordinate with adequate school capacity.

Policy 2.3.3 The City will take into consideration the DCPS comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendments, and other land use decisions as provided in Section 163.3177(6)(a), F.S. and development of regional impacts as provided in 1380.06, F.S

Objective 3.2 Adopted Level of Service (LOS) Standards
Through the implementation of its concurrency management systems and in coordination with the DCPS, the City shall ensure that the capacity of schools is sufficient to support new residential developments at the adopted level of service (LOS) standards within the period covered in the five-year schedule of capital improvements and the long range planning period. These standards shall be consistent with the Interlocal Agreement agreed upon by the DCPS, the City and the other municipalities. Minor deviations to the LOS standards may occur, so long as they are limited, temporary and with scheduled capacity improvements, school capacity is maximized to the greatest extent feasible.

Policy 3.1.1 The LOS standards set forth herein shall be applied consistently for the purpose of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development application, and determining the financial feasibility of DCPS Five-Year Capital Facilities Plan and the City's Capital Improvement Plan.

Supplemental School Information:

The following additional information regarding the capacity of the assigned neighborhood schools was provided by the Duval County School Board. This is not based on criteria utilized by the City of Jacksonville School Concurrency Ordinance.

SCHOOL	CONCURRENCY SERVICE AREA	STUDENTS GENERATED	SCHOOL CAPACITY (Permanent/Portables)	CURRENT ENROLLMENT 20 Day Count (2018/19)	% OCCUPIED	4 YEAR PROJECTION
Greenfield ES #222	4	19	592	607	103%	104%
Southside MS #211	4	8	977	868	89%	95%
Ribault HS #96	4	10	1,864	1,851	99%	106%

(7) Usable open spaces plazas, recreation areas.

The written description indicates that the site may be developed without having to meet recreation or open space requirements.

(8) Impact on wetlands

The site is developed and there are no wetlands on site.

(9) Listed species regulations

No wildlife survey was required as the project is less than the 50-acre threshold.

(10) Off-street parking including loading and unloading areas.

The proposed PUD will not be developed in accordance with Part 6 of the Zoning Code. The applicant requests the ratio to be one (1) parking space per unit. The site plan provided states there are 118 parking spaces provided for the 111 proposed units. Per Part 6, One and one-half spaces for an efficiency, “studio or one bedroom dwelling not exceeding 500 square feet... plus one space for owner or operator and one space for each two employees” is the ratio. This would yield 167 parking spaces for 111 units.

(11) Sidewalks, trails, and bikeways

The project will contain a pedestrian system that meets the 2030 Comprehensive Plan.

SUPPLEMENTAL INFORMATION

Upon visual inspection of the subject property on **April 23, 2019**, the required Notice of Public Hearing sign was posted.



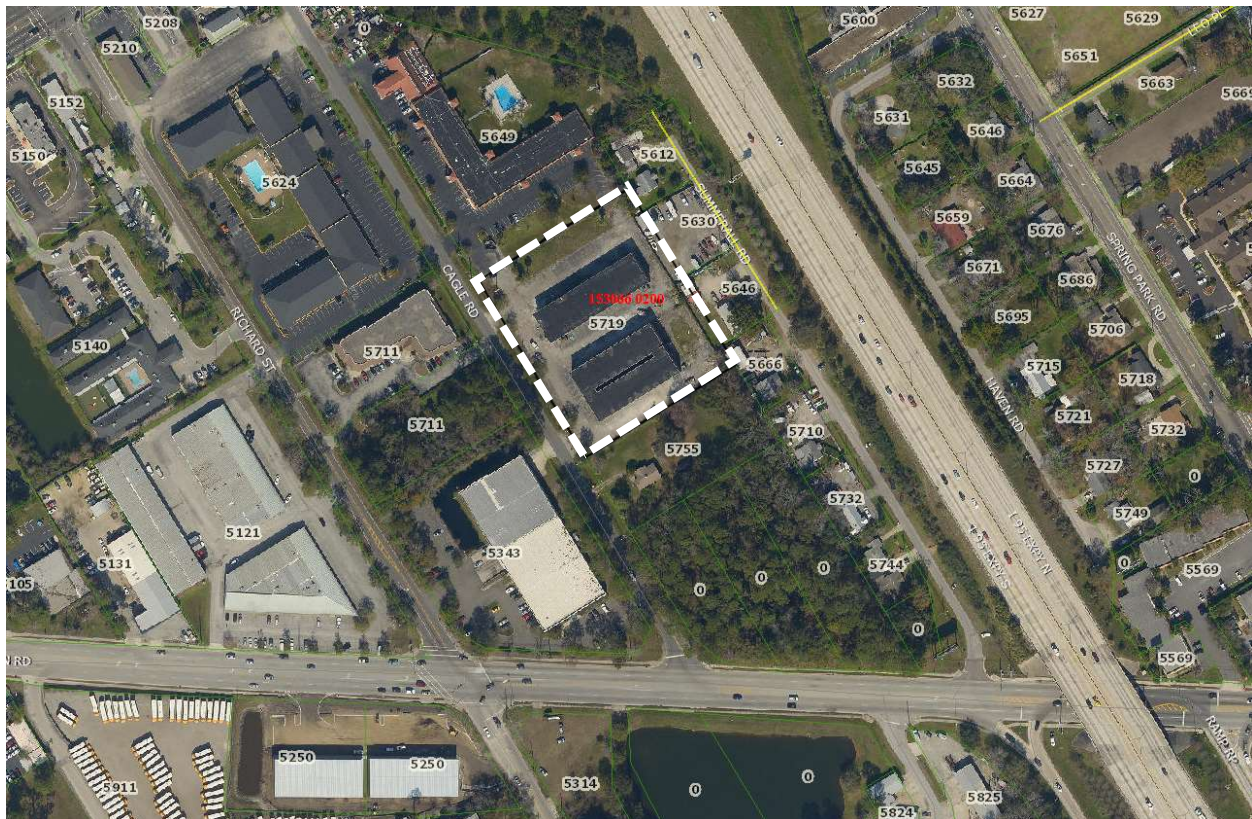
RECOMMENDATION

Based on the foregoing, it is the recommendation of the Planning and Development Department that Application for Rezoning **2019-0231** be **APPROVED** with **CONDITIONS** with the following exhibits:

1. The original legal description dated December 20, 2018
2. The original written description dated March 5, 2019
3. The original site plan dated September 20, 2018

Based on the foregoing, it is the recommendation of the Planning and Development Department that the application for Rezoning **2019-0231** be **APPROVED** subject to the following conditions, which may only be changed through a rezoning:

1. A six (6) foot high, 95% opaque wood or vinyl fence shall be installed and maintained along the north and south property lines.
2. Prior to the first final inspection within any phase of development, the owner or their agent shall submit to the Planning and Development Department for its review and approval either: (a) an affidavit documenting that all conditions to the development order have been satisfied, or (b) a detailed agreement for the completion of all conditions to the development order.



Aerial



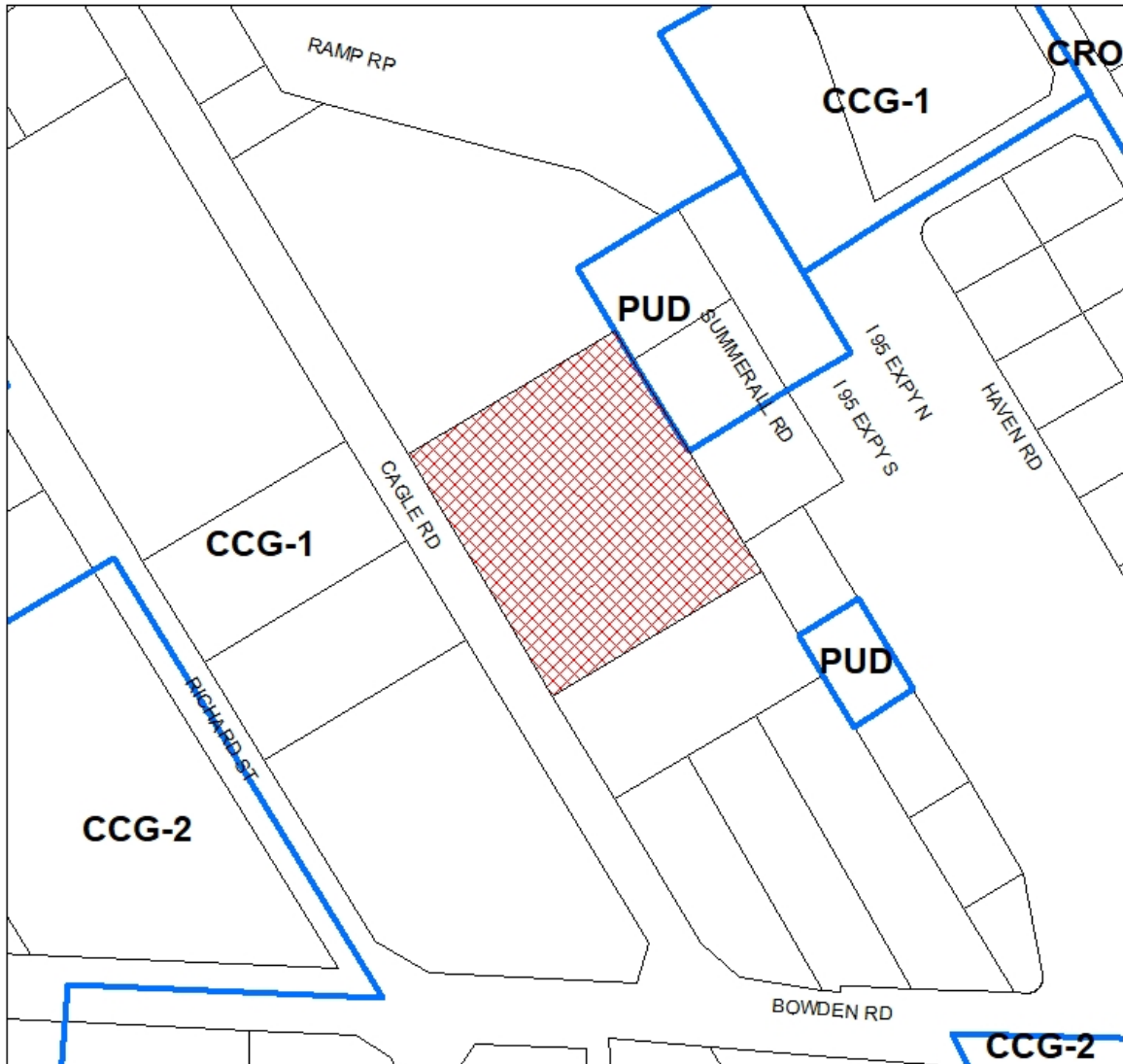
Subject Property

Source: COJ, Planning & Development Department
Date: 04/23/2019



Subject Property

Source: COJ, Planning & Development Department
Date: 04/23/2019

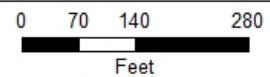
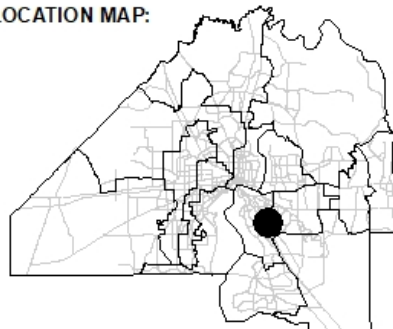


REQUEST SOUGHT:

FROM: CCG-1

TO: PUD

LOCATION MAP:



COUNCIL DISTRICT:

5

TRACKING NUMBER

T-2019-2262

EXHIBIT 2
PAGE 1 OF 1



Planning and Development Department

Ed Ball Building
214 North Hogan Street, Suite 300
Jacksonville, FL 32202

MEMORANDUM

TO: Connie Patterson, City Planner II
Current Planning Division

FROM: Chris Schoenig, City Planner II
Community Planning Division

RE: 2019-231

DATE: April 24, 2019

The following review is based on the information provided by the Current Planning Division staff

Description of Proposed Rezoning Application

Current Land Use: CGC	Current Zoning: CCG-1	Acres: 2.53
Proposed Land Use: HDR	Proposed Zoning: PUD	LU Application: L-5371-19C (2019-230)
Development Area: Urban Priority		

Comprehensive Land Use Policy Analysis

Is the proposed rezoning district consistent with the functional land use category identified in the 2030 Comprehensive Plan?

YES NO

ZONING REQUEST:

The request is to amend the zoning district from CCG-1 to PUD to develop multi-family dwelling units. This zoning application is companion to land use application L-5371-19C / Ordinance 2019-230, which requests amending the Future Land Use Map (FLUM) for the subject site from CGC to HDR. If the land use amendment is approved, the rezoning would be consistent with the proposed PUD zoning district.

LAND USE CATEGORY CONSISTENCY REVIEW:

HDR in the Urban Priority Area is intended to provide compact high density mixed use development. High density residential development which includes limited commercial uses which serve the residential component of HDR

developments as well as adjacent neighborhoods is preferred to reduce the number of Vehicles Miles Traveled. A combination of compatible mixed uses should be organized vertically within a multistory building.

HDR designations shall be in locations which are supplied with full urban services; which are located in close proximity to a roadway classified as an arterial or higher on the Functional Highway Classification Map; and which are located within one-half mile distance from an existing or planned Jacksonville Transit Authority (JTA) Rapid Transit System (RTS) or other mass transit system station. Locations which serve as a transition between commercial and medium density residential land uses are preferred. Sites which are abutting Low Density Residential (LDR) or Rural Residential (RR) are discouraged.

The development characteristics provided herein shall be applicable to all HDR sites within the Urban Priority Area.

- A combination of compatible mixed uses should be organized vertically within a multistory building.
- Developments on sites greater than 5 acres should incorporate urban development characteristics as defined in this element.
- Mixed uses shall be provided in developments with a density greater than 25 units/acre and for developments which abut a roadway classified as an arterial on the Functional Highway Classification Map.
- Residential uses shall not be permitted on the ground floor abutting roads classified as arterials or higher on the Functional Highway Classification Map.
- Non-residential uses in mixed use developments, shall be limited to the ground floor.
- Commercial uses in mixed use developments shall, to the greatest extent possible, be massed along the highest abutting classified road on the Functional Highway Classification Map.
- Uses shall be sited in a manner to promote internal pedestrian and vehicle circulation and ease of access between abutting uses and sites and to limit the number of driveway access points on roads classified as arterials on the Functional Highway Classification Map.
- To promote a more compact, pedestrian-friendly environment, off street parking shall be located behind or to the side of buildings to the greatest extent possible. Structured parking is encouraged, provided it is integrated into the design of the overall development and is compatible with surrounding neighborhoods.

To ensure compliance with the provisions of the Comprehensive Plan, zoning staff should analyze the proposed zoning application in relation to the following goals, objectives, policies and/or text of the 2030 Comprehensive Plan. This analysis should be included within the staff report for the zoning application.

Future Land Use Element

- | | |
|---------------|---|
| Objective 1.1 | Ensure that the type, rate and distribution of growth in the City results in compact and compatible land use patterns, an increasingly efficient urban service delivery system and discourages the proliferation of urban sprawl through implementation of regulatory programs, intergovernmental coordination mechanisms, and public/private coordination |
| Policy 1.1.12 | Promote the use of Planned Unit Developments (PUDs), cluster developments, and other innovative site planning and smart growth techniques in all commercial, industrial and residential plan categories, in order to allow for appropriate combinations of complementary land uses, and innovation in site planning and design, subject to the standards of this element and all applicable local, regional, State and federal regulations. |
| Policy 1.1.22 | Future development orders, development permits and plan amendments shall maintain compact and compatible land use patterns, maintain an increasingly efficient urban service delivery system and discourage urban sprawl as described in the Development Areas and the Plan Category Descriptions of the Operative Provisions. |
| Policy 1.2.9 | Require new development and redevelopment in the Central Business District, Urban Priority Area, Urban Area, and Suburban Area to be served by centralized wastewater collection and |

potable water distribution systems when centralized service is available to the site. New septic tanks in this area maybe permitted only as interim facilities pursuant to the requirements of the Sanitary Sewer Sub-Element.

- Objective 3.1 Continue to maintain adequate land designated for residential uses which can accommodate the projected population and provide safe, decent, sanitary and affordable housing opportunities for the citizens. Protect single-family residential neighborhoods by requiring that any other land uses within single-family areas meet all applicable requirements described in the Development Areas and the Plan Category Descriptions of the Operative Provisions of the 2030 Comprehensive Plan and Land Development Regulations.
- Policy 4.1.8B The City shall evaluate all proposed amendments to the Comprehensive Plan as to their compliance with the area's vision plan and any existing neighborhood plans and studies. Priority shall be given to those amendments with the greatest potential to further the goals and objectives of the vision plans and neighborhood plans and studies.
- Objective 6.3 The City shall accommodate growth in Jacksonville by encouraging and facilitating new infill development and redevelopment on vacant, bypassed and underutilized land within areas that already have infrastructure, utilities, and public facilities, while addressing the needs of City residents.

Recreation and Open Space Element (ROSE):

- Policy 2.2.2 The City shall require that all new single family and multi-family developments (residential developments) dedicate land for public parkland (active recreation parks) or provide monetary contribution to the appropriate department.

The proposed rezoning has been identified as being related to the following issues identified in the 2030 Comprehensive Plan. Based on this relationship, the rezoning application should be carefully evaluated for consistency or inconsistency with the following issues and related goals, objectives and/or policies:

Airport Environment Zone

The site is located within the 300 foot Height and Hazard Zone for Naval Air Station Jacksonville (NAS JAX). Zoning will limit development to a maximum height of less than 300 feet, unless approved by the Jacksonville Aviation Authority or the Federal Aviation Administration. Uses located within the Height and Hazard Zone must not create or increase the potential for such hazards as electronic interference, light glare, bird strike hazards or other potential hazards to safe navigation of aircraft as required by Section 656.1005.1(d).

- Objective 2.5 Support and strengthen the role of Jacksonville Aviation Authority (JAA) and the United States Military in the local community, and recognize the unique requirements of the City's other airports (civilian and military) by requiring that all adjacent development be compatible with aviation-related activities.

Archaeological Sensitivity

According to the Duval County Archaeological Predictive Model, the subject property is located within an area of low sensitivity for the presence of archaeological resources. If archaeological resources are found during future development/redevelopment of the site, Section 654.122 of the Code of Subdivision Regulations should be followed.

Historic Preservation Element

- Policy 1.2.6 The Planning and Development Department shall maintain and update for planning and permitting purposes, a U.S.G.S. series of topographic maps upon which recorded archaeological sites are shown.

CITY OF JACKSONVILLE PUD - JEA REVIEW

Ordinance: 2019-0231

Development Name: Cagle Apartments

COJ Planning Reviewer: Connie Patterson

Date Due: 4/17/2019

Description: Multi-family

Real Estate No: 153066-0200

Council District(s): 5

Current Zoning: CCG-1

Proposed Zoning: PUD

Location: 5719 Cagle Road

JEA Availability No: 2019-0338

Issued Date: 2/5/2019

Requested Flow: 5,649 gpd multifamily

Comments: Project design to meet the JEA Design Standards in effect at the time of construction plan approval. Availability letter to be updated to the correct number of units prior to permitting.

Response Date: 4/15/2019

Responder: Susan R. West, PE

Application For Rezoning To PUD

Planning and Development Department Info

Ordinance # 2019-0231 **Staff Sign-Off/Date** CMP / 03/13/2019
Filing Date 04/09/2019 **Number of Signs to Post** 2
Hearing Dates:
1st City Council 05/15/2019 **Planning Comission** 05/09/2019
Land Use & Zoning 05/21/2019 **2nd City Council** 05/28/2019
Neighborhood Association N/A
Neighborhood Action Plan/Corridor Study N/A

Application Info

Tracking # 2262 **Application Status** SUFFICIENT
Date Started 02/19/2019 **Date Submitted** 02/19/2019

General Information On Applicant

Last Name HARDEN **First Name** PAUL **Middle Name** M.
Company Name LAW OFFICE OF PAUL M. HARDEN
Mailing Address 501 RIVERSIDE AVENUE, SUITE 901
City JACKSONVILLE **State** FL **Zip Code** 32202
Phone 9043965731 **Fax** 9043995461 **Email** PAUL_HARDEN@BELLSOUTH.NET

General Information On Owner(s)

Check to fill first Owner with Applicant Info

Last Name REMMINGTON **First Name** JARED **Middle Name**
Company/Trust Name CAGLE GROUP, LLC
Mailing Address 131 SOUNDVIEW LN
City NEW CANAAN **State** CT **Zip Code** 06840
Phone **Fax** **Email**

Property Information

Previous Zoning Application Filed For Site?

If Yes, State Application No(s)

Map	RE#	Council District	Planning District	From Zoning District(s)	To Zoning District
Map	153066 0200	5	3	CCG-1	PUD

Ensure that RE# is a 10 digit number with a space (##### #)

Existing Land Use Category
 CGC

Land Use Category Proposed? **If Yes, State Land Use Application #**

5371

Total Land Area (Nearest 1/100th of an Acre) 2.53**Development Number****Proposed PUD Name****Justification For Rezoning Application**

TO DEVELOP THE PROPERTY AS MULTI FAMILY

Location Of Property**General Location**

WEST OF I-295 BETWEEN CAGLE RD AND UNIVERSITY BLVD

House #

5719

Street Name, Type and Direction

CAGLE RD

Zip Code

32216

Between Streets

CAGLE RD

and

UNIVERSITY BLVD

Required Attachments For Formal, Complete application

The following items must be labeled as exhibits and attached to application in the order prescribed below. All pages of the application must be on 8½" X 11" paper with provision for page numbering by the staff as prescribed in the application instructions manual. Please check each item below and the PUD Check List for inclusion of information required.

Exhibit 1 A very clear, accurate and legible legal description of the property that must be only and entirely placed on the JP&DD formatted forms provided with the application package. The legal description may be either lot and block or metes and bounds.

Exhibit A Property Ownership Affidavit – Notarized Letter(s).

Exhibit B Agent Authorization - Notarized letter(s) designating the agent.

Exhibit C Binding Letter.

Exhibit D Written description in accordance with the PUD Checklist and with provision for dual page numbering by the JP&DD staff.

Exhibit E Scalable site plan with provision for dual page numbering by the JP&DD staff drawn at a scale large enough to clearly indicate the following: (a) North arrow and scale; (b) Property lines and dimensions of the site; (c) Building locations and building lot coverage; (d) Parking area; (e) Required Landscaped Areas; (f) All ingress and egress locations (driveways, alleys and easements) within 660 feet; (g) Adjacent streets and rights-of-way; (h) jurisdictional wetlands; and (i) existing site conditions and improvements that will be undisturbed.

Exhibit F Land Use Table

Exhibit G Copy of the deed to indicate proof of property ownership.

Supplemental Information

Supplemental Information items are submitted separately and not part of the formal application

Exhibit H Aerial Photograph.

Exhibit I Listed Species Survey (If the proposed site is greater than fifty acres).

Exhibit J Other Information as required by the Department (i.e.-*building elevations, *signage details, traffic analysis, etc.).

Exhibit K Site Location Map.

Public Hearings And Posting Of Signs

No application will be accepted until all the requested information has been supplied and the required fee has been paid. Acceptance of a completed application does not guarantee its approval by the City Council. The applicant will be notified of public hearing dates on this application upon the filing of the application. The applicant or authorized agent **MUST BE PRESENT** at the public hearings. The required SIGN(S) must be POSTED on the property BY THE APPLICANT within 5 days after the filing of an application. The sign(s) may be removed only after final action of the Council and must be removed within 10 days of such action.

The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 14 DAYS IN ADVANCE OF THE PUBLIC HEARING. (The Daily Record - 10 North Newnan Street, Jacksonville, FL 32202 • (904) 356-2466 • Fax (904) 353-2628) Advertising costs are payable by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Development Department, 214 North Hogan Street, Ed Ball Building, Suite 300, Jacksonville, Florida, 32202, prior to the public hearing.

Application Certification

I, hereby, certify that I am the owner or the authorized agent of the owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information.

Agreed to and submitted

Filing Fee Information

- | | |
|--|--|
| 1) Rezoning Application's General Base Fee: | \$2,269.00 |
| 2) Plus Cost Per Acre or Portion Thereof | |
| | 2.53 Acres @ \$10.00 /acre: \$30.00 |
| 3) Plus Notification Costs Per Addressee | |
| | 15 Notifications @ \$7.00 /each: \$105.00 |
| 4) Total Rezoning Application Cost (Not to Exceed \$15,000.00): | \$2,404.00 |

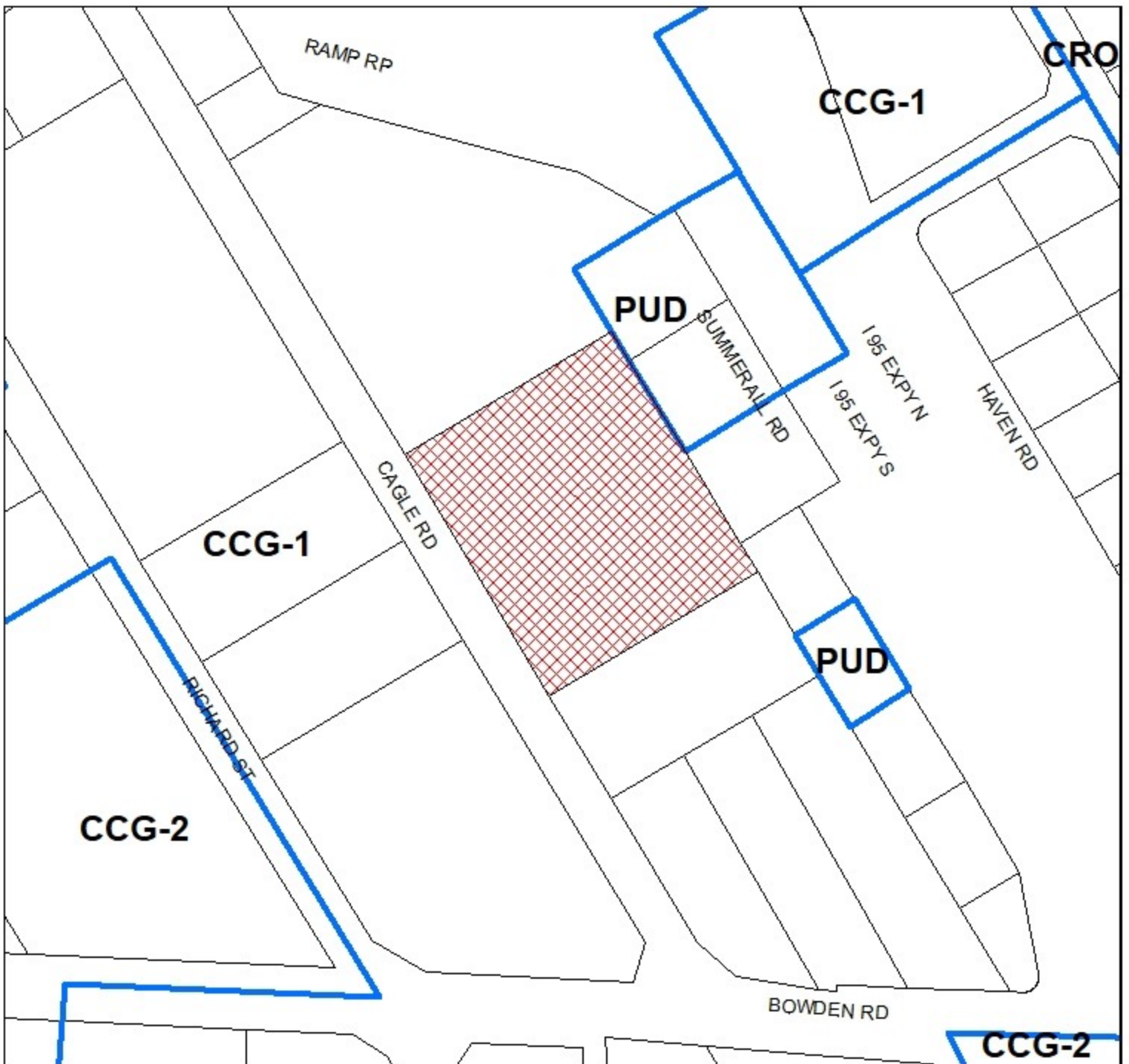
NOTE: Advertising Costs To Be Billed to Owner/Agent

ORDINANCE _____

December 20, 2018

Legal Description

Part of Farm 28, Bowden Farms, according to the plat thereof as recorded in Plat Book 6, Page 91, of the current Public Records of Duval County, Florida, being more particularly described as follows: Commence at the intersection of the Easterly line of Cagle Road (a 60.00 foot right- of-way) with the Southerly line of University Boulevard (as shown on D.O.T., Right of Way Map, Section 72014-2503 with a revision date of 2-1-79); thence South 31°11"06" East, 745.94 feet, along the Easterly line of said Cagle Road to the Point of Beginning; thence continue South 31°11"06" East, 358.46 feet, along the Easterly line of said Cagle Road; thence North 58°43"54" East, 300.88 feet, to the Westerly line of Summerall's Subdivision, as recorded in Plat Book 19, Page 64, of the current Public Records of said County; thence North 31°25"06" West 357.79 feet, along the Westerly line of said Summerall's Subdivision; thence South 58°51"38" West, 299.42 feet to the Easterly line of said Cagle Road and the Point of Beginning.

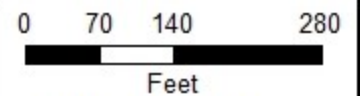
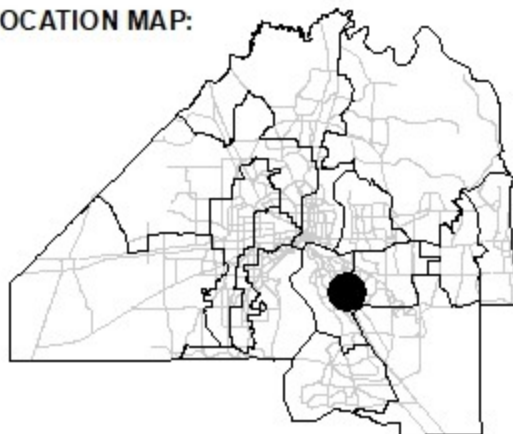


REQUEST SOUGHT:

FROM: CCG-1

TO: PUD

LOCATION MAP:



COUNCIL DISTRICT:

5

TRACKING NUMBER

T-2019-2262

EXHIBIT 2
PAGE 1 OF 1

EXHIBIT A

Property Ownership Affidavit – Limited Liability Company (LLC)

Date: 12/27/18

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Property Owner Affidavit for the following site location in Jacksonville, Florida:

Address: 5719 Cagle Rd RE#(s): 153066-0200

To Whom it May Concern:

I Jared Remington, as Manager of Cagle Group, LLC, a Limited Liability Company organized under the laws of the state of Utah, hereby certify that said LLC is the Owner of the property described in Exhibit 1 in connection with filing application(s) for FLUM & Rezoning submitted to the Jacksonville Planning and Development Department.

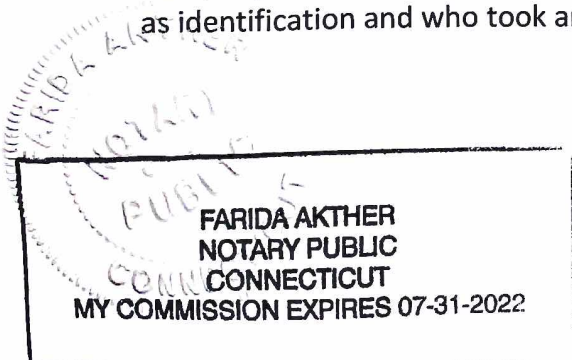
(signature) [Signature]
(print name) Jared Remington

Please provide documentation illustrating that signatory is an authorized representative of the LLC. This may be shown through a printout from sunbiz.org showing that the person is either a "sole member" or a "managing member." Other persons may be authorized through a resolution, power of attorney, etc.

**STATE OF FLORIDA
COUNTY OF DUVAL**

Sworn to and subscribed and acknowledged before me this 27th day of December 20 18, by Jared Remington, as Manager of Cagle Group, LLC, a Limited Liability Company, who is personally known to me or who has produced CT DL as identification and who took an oath.

[Signature]
(Signature of NOTARY PUBLIC)
Farida Akther
(Printed name of NOTARY PUBLIC)
connecticut
State of Florida at Large.
My commission expires: 07-31-2022



LLC
Certificate of Organization
OF
Cagle Group, LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be Cagle Group, LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
Own and operate real estate

The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)
Timothy Whipple
742 N 530 E
Orem, UT, 84097



Article IV

Name, Street address & Signature of all members/managers

Manager #1
Code Capital Partners, LLC
131 Soundview Lane
New Canaan, CT 06840
Code Capital Partners, LLC
Signature

DATED 19 November, 2015.

Article V

Management statement

This limited liability company will be managed by its Managers

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name and address of each member and each manager.

Article VI.2

A copy of the stamped certificate of Organization and all *certificates of amendments thereto*.

Article VI.3

Copies of all tax returns and financial statements of the company for the three most recent years.

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

131 Soundview Lane
New Canaan, CT 06840

Article VIII

The duration of the company shall be

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

CODE CAPITAL PARTNERS LLC

CERTIFICATE OF ORGANIZATIONAL DOCUMENTS AND INCUMBENCY CERTIFICATE

The undersigned, on behalf of **CODE CAPITAL PARTNERS LLC**, a Utah limited liability company (the “**Company**”), hereby certifies as follows, effective as of August 9, 2017 (“**Effective Date**”):

1. Attached hereto as Exhibit A is a true, correct and complete copy of the CERTIFICATE OF ORGANIZATION OF CODE CAPITAL PARTNERS LLC, file number 8567056, filed with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code on April 5, 2013, together with that certain Statement of Correction filed with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code on February 17, 2015, together with the Certificate of Name Change issued by the State of Utah, Department of Commerce, Division of Corporations and Commercial Code dated July 12, 2017(colletively, the “**Articles of Organization**”), which constitutes the Articles of Organization of the Company. The Articles of Organization have not been revoked, rescinded, further amended or modified, and on the date hereof are in full force and effect.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the OPERATING AGREEMENT OF CODE CAPITAL PARTNERS LLC, dated effective July 19, 2013, as amended by that certain FIRST AMENDMENT TO OPERATING AGREEMENT OF CODE CAPITAL PARTNERS LLC dated effective August 8, 2017 (together, the “**Operating Agreement**”), which constitutes the operating agreement of the Company. The Operating Agreement has not been revoked, rescinded, further amended or modified, and on the date hereof is in full force and effect.
3. Attached hereto as Exhibit C is a true, correct and complete copy of certain resolutions duly adopted by the Manager of the Company. Such resolutions are in conformity with the Articles of Organization and Operating Agreement of the Company and have not been revoked, rescinded, amended or modified, and on this date are in full force and effect.
4. Attached hereto as Exhibit D is a true, correct and complete copy of the Certificate of Good Standing of the Company (entitled Certificate of Existence) issued on August 7, 2017, by the State of Utah, Department of Commerce, Division of Corporations and Commercial Code Utah Secretary of State.
5. Attached hereto as Exhibit E is a true, correct and complete copy of the Certificate of Good Standing of the Company issued on August 8, 2017, by the State of Florida, Division of Corporations.

[remainder of page intentionally left blank]

6. The following persons currently holding the offices set forth opposite their respective names and that the signatures appearing opposite their respective names are true and genuine signatures:

<u>Name</u>	<u>Title and Term Length</u>	<u>Signature</u>
Jared Remington	Title: Manager Term Length: Perpetual	_____

IN WITNESS WHEREOF, I have hereunto set my hand as of the Effective Date above.

Jared Remington, as sole Manager of CODE
CAPITAL PARTNERS LLC, a Utah limited
liability company



EXHIBIT "A"

Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Phone: (801) 530-4849
Toll Free: (877)526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

Registration Number: 8597056-0160
Business Name: CODE CAPITAL PARTNERS LLC
Registered Date: APRIL 05, 2013

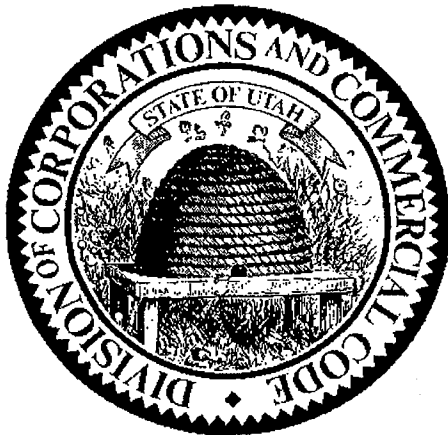
July 12, 2017

CERTIFIED COPY OF CERTIFICATE OF ORGANIZATION AND CORRECTION

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE ("DIVISION") HEREBY CERTIFIES THAT THE ATTACHED IS TRUE, CORRECT, AND COMPLETE COPY OF THE CERTIFICATE OF ORGANIZATION AND CORRECTION OF

CODE CAPITAL PARTNERS LLC

AS APPEARS OF RECORD IN THE OFFICE OF THE DIVISION.



Kathy Berg
Director
Division of Corporations and Commercial Code

Div. of Professional Licensing
(801)530-6628

Real Estate
(801)530-6747

Public Utilities
(801)530-6651

Securities
(801)530-6600

Consumer Protection
(801)530-6601

LLC
Certificate of Organization
OF
Code Capital Partners, L.L.C.

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be Code Capital Partners, L L C

Article II

The purpose or purposes for which the company is organized is to engage in:
Real estate investments

The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)
Timothy Whipple
499 Orem Blvd
Orem, UT, 84058



Article IV

Name, Street address & Signature of all members/managers

Manager #1

Jared Remington

131 Soundview Lane

New Canaan, CT 06840

Jared Remington

Signature

DATED 5 April, 2013

Article V

Management statement

This limited liability company will be managed by its Managers

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name and address of each member and each manager

Article VI.2

A copy of the stamped certificate of Organization and all *certificates of amendments thereto*

Article VI.3

Copies of all tax returns and financial statements of the company for the three most recent years

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

499 Orem Blvd
Orem, UT 84058

Article VIII

The duration of the company shall be 99

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

This form must be type written or computer generated.



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Statement of Correction

CORRECTION

The Statement of Correction shall include:

Entity Number: 8597056-0160

Entity Name: Code Capital Partners L.L.C

The corrected Certificate, application, or document **will need to** be attached to this document unless this form adequately defines correction along with **the non-refundable processing fee of: \$12.00;**

- (1) Any domestic or foreign entity may correct a document filed with the division if the document:
 - (a) contains an incorrect statement; or
 - (b) was defectively executed, attested, sealed, verified, or acknowledged.

- (2) A document is corrected by delivering to the division for filing the statement of correction that:

(a) Name the document to be corrected, including its filing date, or have a copy of it attached to the statement of correction;

Name Articles of Incorporation filed 4-5-13

(b) Specify what is incorrect and why it is incorrect;

The name reads Code Capital Partners L.L.C. and we want it to read Code Capital Partners LLC

(c) Type the correct statement;

Rename the business to Code Capital Partners LLC

- (3) The statement of correction may be executed by any person who executed the document that is corrected.

[Signature]
Signature

02/16/2015

Date

- (4) The statement of correction has the same effective date as the effective date of the document they correct except as to persons relying on the uncorrected document and adversely affected by the correction. As to those persons, the statement of correction is effective when filed.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

02-17-15A08:19 RCVD

Date: MM/
Receipt Number: 5903929
Amount Paid: \$12.00
02/17/2015

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 17 day of Feb 20 15
In this office of this Division and hereby issued
This Certificate thereof.

Examiner to Date 2-19-15



Kathy Berg
Kathy Berg
Division Director



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Phone: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

July 12, 2017

Registration Number: 8597056-0160
Business Name: CODE CAPITAL PARTNERS LLC
Registered Date: APRIL 05, 2013

CERTIFICATE OF CHANGE OF NAME

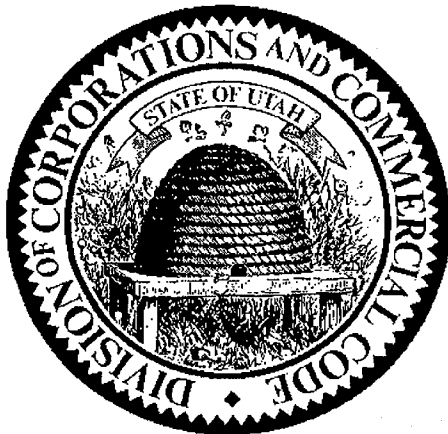
THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE ("DIVISION") HEREBY CERTIFIES THAT AN CORRECTION WAS SUBMITTED BY

CODE CAPITAL PARTNERS, L.L.C.

FOR APPROVAL AND FILING BY THIS OFFICE ON FEBRUARY 17, 2015 AND THAT THE BUSINESS NAME IS CHANGED THEREBY TO

CODE CAPITAL PARTNERS LLC

AS APPEARS OF RECORD IN THE OFFICE OF THE DIVISION.



Kathy Berg

Kathy Berg
Director
Division of Corporations and Commercial Code

Dept. of Professional Licensing
(801)530-6628

Real Estate
(801)530-6747

Public Utilities
(801)530-6651

Securities
(801)530-6600

Consumer Protection
(801)530-6601

EXHIBIT "B"

**OPERATING AGREEMENT
OF
CODE CAPITAL PARTNERS, LLC
Dated as of July 19, 2013**

OPERATING AGREEMENT
OF
CODE CAPITAL PARTNERS, LLC

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**OPERATING AGREEMENT
OF
CODE CAPITAL PARTNERS, LLC**

THIS OPERATING AGREEMENT is made and entered into effective as of the 5th day of April, 2013, by and among the undersigned Members of Code Capital Partners, LLC, a Utah limited liability company.

ARTICLE I

DEFINITIONS

Definitions. The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

- (a) "Additional Member" means any Person admitted to the Company with all the rights of a Member pursuant to Article XI of this Operating Agreement.
- (b) "Company" means Code Capital Partners, LLC.
- (c) "Entity" means any general partnership, limited partnership, limited liability company, limited liability partnership, for-profit corporation, non-profit corporation, joint venture, trust, business trust, estate, cooperative association or other entity.
- (d) "Family" means spouse and descendants, including adopted persons of any generation and descendants of adopted persons of any generation as well as blood relatives.
- (e) "Financial Insolvency" of a Person means:
 - (i) the making of an assignment for the benefit of creditors by such Person;
 - (ii) the filing of a voluntary petition in bankruptcy by such Person;
 - (iii) the adjudication of such Person as bankrupt or insolvent;

(iv) the filing by such Person of a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(v) the filing of an answer or other pleading by such Person admitting or failing to contest the material allegations of a petition filed against such Person in any proceeding described in subsection (iv) above;

(vi) the seeking, consent to, or acquiescence in by such Person of the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person 's properties; or

(vii) the failure of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation to be dismissed within 120 days after its commencement; or the failure of any appointment, made without such Person's consent or acquiescence, of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties to be vacated or stayed within 90 days after such appointment, or the failure of any such appointment to be vacated within 90 days after the expiration of any such stay.

(f) "Fiscal Year" means the Company's fiscal and taxable year.

(g) "IRC" means the Internal Revenue Code of 1986, as amended, and all references to specific sections thereof shall include any amended or successor provisions thereto.

(h) "Legal Incompetency" of an individual Person means a determination of such individual's incompetency, whether for insanity, age, disability or other reason. For this purpose, such determination shall be made by a duly licensed physician chosen by the Manager. If the Manager's competency is questioned, the Members (excluding the Manager at issue if he or she is a Member) may select the determining physician. If such individual disputes such declaration, he or she may choose a second physician, and the two physicians shall choose a third physician, and the decision of the majority of the physicians as to the competency of such individual shall be binding on all parties. Each party shall bear the cost of the physician chosen by it and the parties shall split the cost of the third physician.

(i) "Liquidation" means the liquidation of the Company or the liquidation of a Member's interest in the Company, as the context may require, and has the meaning set forth in Regulations Section 1.704-1(b)(2)(ii)(g).

(j) "Majority in Interest" refers to Members whose percentage interests in Profits aggregate in excess of fifty percent (50%) of the total Profits interests held by all of the Members entitled to participate in a particular action or decision. If a greater percentage of Profits interests is required, it shall be so specified herein.

(k) "Manager" means the Person or Persons, collectively, designated as Managers in accordance with the provisions hereof.

(l) "Member" means each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Additional or Substituted Members.

(m) "Net Cash Flow" of the Company shall be determined for each Fiscal Year in accordance with sound, cash basis accounting principles and means (i) all cash receipts of the Company during such period, from whatever source, whether or not taxable (including debt but excluding capital contributions by Members), plus (ii) any cash that is released during such period from the cash reserves of the Company, referred to in (iv) below, less (iii) all cash expenditures and cash losses of the Company during such period, whether capital or current, tax deductible or nondeductible (including debt service payments but excluding distributions to Members and expenditures funded out of cash reserves or capital contributions), and less (iv) reasonable additions during such period to Company cash reserves deemed necessary by the Manager in his or her sole and absolute discretion for working capital, contingent liabilities, debt reserves, capital improvements and replacements, and investments.

(n) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(o) "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

(p) "Profits" or "Losses" means, for each Fiscal Year or other period, an amount equal to the taxable income or loss for such year or period, as the case may be, for a particular Project or the Company, as the case may be, as determined under IRC Section 703(a) (except that for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to IRC Section 703(a)(1) shall be included in the computation of taxable income or loss, notwithstanding IRC Section 703(a)(2)), with the following adjustments:

(i) any income of the Company that is exempt from Federal income tax which is not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in IRC Section 705(a)(2)(B), or treated as IRC Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(b), which are not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss; and

(iii) any items of income, gain, loss or deduction which are specially allocated pursuant to Paragraphs C.1(d) and C.2 of the Capital Accounting and Tax Addendum attached hereto shall not be included in the computation of Profits or Losses.

(q) "Project" means any and all real estate investment developed or transacted by the undersigned Members.

(r) "Regulations" refers to the income tax regulations promulgated under the IRC, as amended from time to time (including corresponding revisions of successor regulations).

(s) "Substituted Member" means any Person admitted to the Company with all the rights of a Member pursuant to Article XI of this Operating Agreement.

(t) "Transfer," as a verb, means to sell, exchange, assign or otherwise transfer, mortgage, pledge, hypothecate or otherwise encumber property, whether voluntarily or involuntarily, by operation of law, order of any court, contract, gift, will, intestacy, Financial Insolvency, division of property in the context of a divorce or separation proceeding, or otherwise, and as a noun, the act of doing so.

(u) "URLLCA" means the URLLCA, (Title 48, Chapter 2c, Utah Code Annotated of 1953, as amended), and all references to specific sections thereof shall include any amended or successor provisions thereto.

ARTICLE II

FORMATION AND NAME; PRINCIPAL PLACE OF BUSINESS; TERM

2.1 Formation and Name. The Members have previously formed a limited liability company under the name of Code Capital Partners, LLC, by the filing of Articles of Organization pursuant to the provisions of URLLCA Section 48-2c-403. The Members desire to govern the affairs of the Company by entering into this Operating Agreement.

2.2 Principal Place of Business. The principal place of business of the Company, at which location the records required to be maintained by URLLCA Section 48-2c-112 shall be

kept, is 131 Soundview Lane, New Canaan, CT 06840. The Manager may at any time change the principal place of business or designate additional places of business of the Company.

2.3 Registered Office, Designated Office and Registered Agent. The Company's registered office shall be at 499 Orem Blvd., Orem, Utah 84058 and the name of its initial registered agent at such address shall be Timothy Whipple. The Company's registered office shall also be its designated office under URLLCA Section 48-2c-102(5). The Manager may change the registered or designated office and/or the registered agent from time to time.

2.4 Term of the Company. The term of the Company shall commence on the filing of the Articles of Organization and shall continue through December 31, 2112, unless earlier terminated as hereinafter provided.

ARTICLE III

PURPOSES AND POWERS OF THE COMPANY

The nature of the business and of the purposes to be conducted and promoted by the Company is to engage in any other lawful business activities for which limited liability companies may be organized pursuant to the Utah Limited Liability Company Act and to exercise all powers enumerated in the Utah Limited Liability Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein. It is the intention of the Members to use the Company as a manager in various Projects. It is the intention of the Members that each Project be operated as a separate and distinct division of the Company. Net Cash Flow from one Project shall not be used to pay Company obligations for another Project except as agreed to in writing by the Member entitled to receive such Net Cash Flow or as required by law.

ARTICLE IV

TAX AND ACCOUNTING MATTERS

4.1 Characterization as a Partnership. It is the intent of the Members that the Company be classified as a partnership for Federal and state income tax purposes. Accordingly, this Operating Agreement is written and shall be construed in a manner consistent with such intent and the Manager shall take no action inconsistent with such intent.

4.2 Fiscal Year. The Fiscal Year of the Company shall end on the last day of December of each year.

4.3 Accounting Method. The Company books of account shall be maintained and its income, gains, losses, deductions and credits shall be reported, for both financial and tax accounting purposes, using such financial and tax accounting method as the Manager of the Company shall from time to time select, subject to any applicable limitation of law or regulation.

4.4 Tax Information. As soon as reasonably practicable after the end of the Company Fiscal Year, the Manager shall cause each Member to be furnished with a Schedule K-1 for such year and any other schedule or statement required by Federal income tax law.

4.5 Tax Elections. The Manager in his or her discretion may make any and all tax elections available to the Company, including without limitation the election provided for in IRC Section 754 and the classification election under Regulations Section 301.7701-3.

4.6 Tax Matters Partner. Jared Remington shall be the Tax Matters Partner ("TMP") of the Company as such term is defined in IRC Section 6231(a)(7).

ARTICLE V

CAPITAL STRUCTURE; LOANS

5.1 Capital Accounts. The Members have contributed the amounts set forth on Schedule One for the First Project. Capital contributions for subsequent Projects will be set forth on separate schedules. The Company will maintain a capital account for all members.

5.2 Additional Capital Needs. No Member shall be obligated to make any additional contributions to Company capital or loans to the Company without such Member's consent. However, Members may make additional capital contributions to the Company with the approval of the Manager. Further, in the event the Company has insufficient capital for its needs, it may raise additional capital by borrowing from Members or third parties on such commercially reasonable terms and conditions as the Manager and such Member or third party are able to agree upon, and/or by issuing additional equity interests in the Company to Members or third parties on such reasonable terms and conditions as the Manager in his or her discretion shall deem advisable.

5.3 Return of Capital. No Member shall be entitled to the return of its capital contribution to the Company except as specifically provided in this Agreement.

5.4 Interest on Contributions. No interest shall accrue or be paid on the balance in the Capital Account of any Member.

ARTICLE VI

CAPITAL ACCOUNTS

A separate Capital Account shall be maintained for each Member. In general, a Member's Capital Account shall be credited in the amount of such Member's contributions to capital and such Member's share of the Profits of the Company and shall be debited in the amount of any distributions of capital to such Member and such Member's share of the Losses of the Company, in accordance with IRC Section 704(b) and the Regulations promulgated thereunder, as more particularly set forth in the Capital Accounting and Tax Addendum attached hereto and made a part hereof by this reference.

ARTICLE VII

ALLOCATION OF PROFITS AND LOSSES

7.1 Allocation of Profits. Subject to the special tax allocation rules set forth in the Capital Accounting and Tax Addendum attached hereto and made a part hereof by this reference, Profits for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes as set forth on Schedule One, Profit and Losses Percentages for the First Project attached hereto and, with respect to subsequent Projects, as set forth on any other Schedule agreed to by the Parties and signed and attached hereto.

7.2 Allocation of Losses. Subject to the special tax allocation rules set forth in the Capital Accounting and Tax Addendum attached hereto, Losses for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes as set forth on Schedule One, Profit and Loss Percentages, for the First Project, attached hereto and with respect to subsequent Projects as set forth on any other Schedule agreed to by the Parties and attached hereto.

7.3 Allocations in the Event of Transfer or Liquidation. In the event of the transfer or Liquidation of a Member's entire interest in the Company, such Member's allocable share of Profits, Losses and any specially allocated items pursuant to the Capital Accounting and Tax Addendum attached hereto for the current taxable year of the Company through the date of transfer or Liquidation shall be calculated on the basis of an interim closing of the Company books as of such date, or on the basis of a daily proration through such date of Profits, Losses and any specially allocated items for the entire year, as the Liquidating Member and the Manager may agree.

ARTICLE VIII

NET CASH FLOW AND DISTRIBUTIONS

8.1 Distribution of Net Cash Flow. The Net Cash Flow of the Company shall be distributed to the Members in proportion to their respective interests in Profits in a Project at appropriate times in the Manager's sole discretion; provided, that there shall always be a minimum distribution for each Fiscal Year of the Company of at least enough Net Cash Flow per Project to cover the Federal and state income tax liability of the Members attributable to their share of Profits under Section 7.1 above for such Fiscal Year for each Project.

8.2 Distributions Upon Termination. Notwithstanding the foregoing, liquidating distributions in the event of Liquidation of the Company shall be made in accordance with the Members' respective final positive Capital Account balances, as set forth in Section 14.3, below.

ARTICLE IX

RIGHTS AND DUTIES OF THE MANAGER

9.1 Management. As provided in the Articles of Organization, the management of the Company shall be vested in those Persons designated by the Members as Managers (referred to hereafter as the "Managers"). The initial Manager of the Company shall be Jared Remington. The Managers shall direct, manage and control the business of the Company and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Managers shall deem to be reasonably required in light of the Company's business and objectives, without the necessity of their specific enumeration herein. Whenever there is more than one person serving as Managers, except as otherwise provided herein, a simple majority of such persons must agree on any action to be taken by the Managers except as otherwise required herein. The Members of the Company who are not Managers, if any, shall have no right or authority to act for or on behalf of the Company and shall not interfere or participate in the management of the Company except as expressly provided herein.

9.2 Tenure and Succession. Jared Remington shall serve as the Manager of the Company until his resignation, removal, death, Legal Incompetency or Financial Insolvency, in which event the Members shall elect a successor Managers or Managers by a simple majority vote based on the Members' Profits percentages.

9.3 Duties and Powers of the Managers. The Managers shall have all powers necessary to conduct the business of the Company without the need for specifically setting them forth herein. Unless authorized to do so by this Operating Agreement or by the Managers, no

Member, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

9.4 Liability for Certain Acts. The Managers shall exercise business judgment in managing the business, operations and affairs of the Company. Unless fraud, gross negligence or willful misconduct shall be proven by a court order, judgment, decree or decision which has become final, the Managers shall not be liable or obligated to the Company or the Members for any mistake of fact or judgment or for the doing or failure to do of any act in conducting the business, operations and affairs of the Company which causes or results in any loss or damage to the Company or its Members.

9.5 Time Devoted to Company; Conflicts. It is understood and agreed that any Manager is free to devote less than his or her full time to the business of the Company and may engage in any other business or activity whatsoever. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of any Managers or in the income or proceeds derived therefrom.

9.6 Indemnification. The Company shall indemnify any Person who is made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such Person is or was a Manager, against costs and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by the Managers in connection with the action, suit or proceeding if such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such Managers (a) did not act in good faith and in a manner which such Person reasonably believed to be in or not opposed to the best interests of the Company, and (b) with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful.

9.7 Resignation. A Person serving as a Manager may resign at any time by giving written notice to the Members of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.8 Compensation. The Company may pay reasonable compensation to any Manager for such person's services hereunder.

9.9 Dealings with Affiliates. The Company may enter into business and contractual relationships of any kind with affiliated entities, provided that the terms of such relationships are commercially reasonable and satisfy arm's length standards.

9.10 Removal. At a meeting called expressly for that purpose, a Manager may be removed at any time for any reason, with or without cause, by the affirmative vote of the Members holding a simple majority of the total Profits interests, and may be removed by reason of Legal Incompetency or willful misconduct or conviction of a felony as adjudicated by a court of competent jurisdiction by the affirmative vote of a Majority in Interest of the Members.

9.11 Competing Activities. The Managers shall be free to engage in any activity on their own or by the means of any entity, and their fiduciary duty of loyalty and the "corporate opportunity doctrine," as such doctrine has been described under general corporation law, is hereby eliminated to the maximum extent allowed by the Act. None of the Managers or any of their affiliates shall be required to refer opportunities to the Company.

ARTICLE X

RIGHTS AND OBLIGATIONS OF MEMBERS

10.1 Limitation of Liability. No Member shall be personally liable for any debts, obligations, liabilities or losses of the Company, regardless of the particular nature or source thereof, beyond such Member's capital interest in the Company. Notwithstanding the foregoing, unless otherwise excused by the ULLCA, in the event a Member has in fact received the return, in whole or in part, of such Member's capital contribution, he shall be liable for and agrees to repay to the Company up to the amount of such returned contribution, to the extent required by ULLCA Section 48-2c-602(6).

10.2 Company Books. The Managers shall maintain and preserve at the Company's principal place of business, during the term of the Company and for six (6) years thereafter, all accounts, books, and other documents and records, including those required to be maintained by ULLCA Section 48-2c-112. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the Member's expense.

10.3 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of capital contributions or as to distributions; provided that this Section shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

10.4 Withdrawal by a Member. No Member shall have the right under this Operating Agreement to unilaterally withdraw from the Company or to require that his or her interest in the Company be redeemed, in whole or in part.

ARTICLE XI

ADMISSION OF NEW MEMBERS

No Person shall be admitted to the Company as an Additional or Substituted Member without the express, written consent of the Managers and of Members holding a simple majority of the total Profits interests and except as provided in Article XII below. A newly admitted Member shall execute and deliver all documents necessary to reflect such Member's admission to the Company and such Member's agreement to be bound by the terms and conditions of this Operating Agreement. This Operating Agreement shall be amended as necessary to conform to the changed conditions of the Company, and the Managers shall file an appropriate amendment to the Articles of Organization of the Company if required by URLLCA Section 48-2c-405 to do so.

ARTICLE XII

TRANSFER OF MEMBER'S INTEREST

12.1 Transferability of Interest. Subject to Section 13.1 below, a Member shall be free to Transfer all or any portion of such Member's interest in the Company at any time to any Person on any terms and conditions, except as follows:

(a) Certain Transfers are subject to the right of first refusal set forth in Section 12.2 below.

(b) Also, no Transfer otherwise permitted hereunder may be made if, in the opinion of counsel for the Company, such Transfer, when added to the total of all other interests in the Company transferred within the period of twelve (12) consecutive months prior to the proposed date of Transfer, would result in the termination of the Company for tax purposes under IRC Section 708, unless such Transfer is specifically consented to by a simple majority in Profit interests of the Members (other than the transferring Member).

12.2 Right of First Refusal. In the event a Member receives a bona fide written offer to purchase all or any portion of such Member's interest in the Company from a third party which such Member desires to accept, he may do so, provided that such Member first offers to sell such Member's interest, or portion thereof, to the Company and the other Members in the manner set

forth below on the same terms and conditions as offered by the third party by delivering a copy of said third party offer to the Managers and the other Members (with a cash equivalent value being substituted for any non-cash consideration contained in said third party offer). If the Member proposes to gift all or any portion of such Member's interest in the Company to a person outside such Member's Family, such Member shall give notice of same to the Managers, which notice shall be treated as the equivalent of an offer to sell such interest to the Company for the value and on the terms determined under Sections 13.2 and 13.3 below.

The Managers shall then have sixty (60) days in which to accept said offer in full on behalf of the Company on the terms and conditions set forth in said offer. If the Managers declines to accept said offer, the Managers may assign the offer to those Members who desire to accept it, pro rata in proportion to such Members' interests in Profits or as such Members may otherwise agree among themselves, but such assignment shall not extend the sixty (60) day period for acceptance. Acceptance shall be in writing delivered to the transferring Member.

If the Managers and Members decline to accept said offer or otherwise waive their rights hereunder, the transferring Member shall be free to accept the offer of purchase from said third party, provided he does so within thirty (30) days after the earlier of the end of the sixty (60) day period or receipt of such waiver and provided he consummates the sale of his interest, or portion thereof, without any material variation in the terms and conditions stated in said offer. If the thirty (30) day period for acceptance expires or if such Member desires to materially vary any of the terms and conditions of the offer, he must follow the procedure set forth above as if he were receiving a new offer of purchase.

Notwithstanding the foregoing, the following Transfers shall not be subject to the above right of first refusal:

(a) A lifetime or testamentary Transfer, whether by sale or by gift, by any Member of all or any portion of such Member's interest in the Company to or for the benefit of such Member's Family, or trust or other Entity for the benefit of such Family, or to another Member, (an "Intrafamily Transfer").

(b) A distribution, termination, merger, consolidation or transfer of substantially all the assets of said Member, or other reorganization of said Member constituting a mere change in the form of doing business or of holding property, provided said Member or the persons formerly in control of said Member own the transferred interest in the Company directly or own the controlling interest in the new or surviving Entity. By "control" is meant in excess of 50% of the voting interests.

12.3 Effect of Transfer; Status of Transferee. The Transfer of any interest in the Company, voluntary or involuntary, permissible or impermissible, if effective at all, shall be effective only to Transfer the transferring Member's economic rights in such interest and not to

Transfer such Member's voting, management and other rights of ownership with respect to such interest. Accordingly, any transferee of such interest shall have the status of a mere assignee under ULLCA Section 48-2c-131(1) and shall not be entitled to become, nor to exercise any of the rights of, a Member in the Company unless and until such transferee is admitted as a Substituted Member in accordance with Article XI above. In any event, the transferring Member shall cease to have any rights at all with respect to the transferred interest.

12.4 Transferring Member's Capital Account Balance. Subject to Section 7.3 above, that portion of the Capital Account balance of a Member who Transfers all or any portion of such Member's interest in the Company, as permitted hereunder, which is attributable to such transferred interest, shall carry over to the transferee as set forth in Regulations Section 1.704-1(b)(2)(iv)(I).

12.5 Internal Revenue Service Reporting Requirements. In the event of a sale or exchange of an interest in the Company, the Members shall comply with the reporting requirements of IRC Section 6050K.

ARTICLE XIII

BUY-OUT OF MEMBER'S INTEREST

13.1 Buy-Out Upon Certain Events. Upon receiving notice of the occurrence of a Buy-Out Event (defined below), the Company shall have one hundred twenty (120) days in which it may exercise an option to purchase the entire interest in the Company of the Member to whom or by whom the Buy-Out Event has occurred (the "Liquidating Member"). The Managers in their discretion shall determine whether or not to exercise such option.

A "Buy-Out Event" shall consist of any of the following events or circumstances:

(a) the death, Legal Incompetency or Financial Insolvency of a Member (unless the resulting Transfer of such Member's interest would constitute an Intrafamily Transfer as defined under Section 12.2 above); or

(b) the breach by a Member of any material term or provision of this Agreement, which breach remains uncured after reasonable notice and opportunity to cure.

Exercise of said option by the Company shall be made by giving written notice thereof to the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member, effective as of the date of notice of such election. Valuation of the interest in the Company of the Liquidating Member shall then take place pursuant to Section 13.2, below and payment for such interest shall take place pursuant to Section 13.3 below.

13.2 Valuation of Liquidating Member's Interest. The interest in the Company of a Liquidating Member shall be valued as follows:

(a) Negotiation to Determine Valuation. The Managers and the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member shall promptly commence negotiations to establish the fair market value of the Liquidating Member's interest in the Company. Value shall be determined as of the date of the election to buy out the interest of the Liquidating Member. Negotiations shall continue as long as required, provided that if an agreement is not reached within ninety (90) days after the date of the election to buy out the interest of the Liquidating Member or if negotiations break down prior to such time, either party may terminate the negotiations and require the valuation to be submitted to appraisal, as provided in the following subsection.

(b) Appraisal to Determine Valuation. Unless the parties agree on a different appraisal procedure, if the parties are unable to reach agreement through negotiations between themselves, the fair market value of the Liquidating Member's interest in the Company shall be determined by appraisal. Each of the parties shall promptly select an appraiser qualified by appropriate licensure or certification to conduct appraisals of interests in a limited liability company, taking into consideration the nature of the assets owned and business conducted by the Company, and such appraisers shall then select a third such appraiser. The value of the Liquidating Member's interest shall be the average of the two appraised values which are closest together. Each party shall bear the cost of the appraiser chosen by it and the parties shall split the cost of the third appraiser.

(c) Method of Valuation and Discounts. The value of the Liquidating Member's interest in the Company, whether determined by negotiation or appraisal, shall be arrived at by first determining the value of the Company as a whole by reference to such financial data and the use of such valuation methods as are appropriate, and then applying appropriate discounts with respect to the interest of the Liquidating Member to take into account, to the extent applicable, minority interest, nonmarketability of interest and other factors which would affect the value of the Liquidating Member's interest.

13.3 Payment Schedule. Payment for the interest in the Company of a Liquidating Member, as valued under Section 13.2 above, may be made by the Company over a period of up to five (5) years in equal monthly, quarterly or annual installments of principal, together with accrued interest from the effective date of the buy-out or redemption. The unpaid balance of the purchase price shall bear interest at the minimum rate necessary to avoid the imputation of interest under the Internal Revenue Code. The unpaid balance of the purchase price need not be secured. The Company shall have the right to prepay all or any portion of such obligation at any time without notice or penalty. In the event the Company terminates under Article XIV, below,

prior to the payment in full by the Company of the foregoing obligation, the entire remaining balance of principal and accrued interest shall be immediately due and payable by the Company, as set forth in Section 14.3 below.

ARTICLE XIV

DISSOLUTION AND TERMINATION

14.1 Dissolution and Continuation. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) when the period fixed for the duration of the Company shall expire;
- (b) upon the vote of all the Members; or
- (c) upon the vote of majority of persons serving as Managers.

The death, Financial Insolvency, Legal Incompetency, withdrawal, retirement, resignation, expulsion or dissolution of any Member shall not of itself cause the dissolution of the Company.

14.2 Winding Up the Company. Upon dissolution of the Company, the Managers shall immediately commence to wind up the affairs of the Company and shall engage in an orderly disposition of its assets where such can be done at a fair value (except to the extent the Managers may determine to distribute any assets to the Members in kind). The items comprising the Profits or Losses of the Company, as the case may be, as well as any specially allocated items for the Fiscal Year in which the Company is terminated, shall continue to be allocated to the Members or their representatives and be credited or charged to their respective Capital Accounts in accordance with Articles VI and VII, above. Further, the Capital Accounts of the Members or their representatives shall be adjusted as required by Paragraph B.2(c) of the Addendum attached hereto.

14.3 Distribution of Liquidation Proceeds. Pursuant to the winding up of the Company's affairs, the Company assets and the proceeds from the disposition of Company assets shall be applied in order of priority as follows:

- (a) First, to creditors of the Company other than Members (and other than any former Members receiving payments in buy-out of their interest in the Company under Section 13.3, above);
- (b) Second, to Members for any debts of the Company to such Members, including Members being bought out under Section 13.3 above, pro rata;

(c) Third, to Members in the amount of the final positive balances in their respective Capital Accounts (after the allocation of all Profits, Losses and specially allocated items).

Each Member shall look solely to the assets of the Company for the return of such Member's investment in the Company, and if such assets or the proceeds from the liquidation of such assets are insufficient to return said investment, such Member shall have no recourse against any other Member. Liquidating distributions to Members shall be made by the later of (i) the end of the Company taxable year in which Liquidation occurs, or (ii) ninety (90) days after Liquidation.

14.4 Return of Capital Contributions. A Member shall not be entitled to the return of specific property contributed to the Company nor to any payments in liquidation of such Member's interest in the Company other than in cash.

14.5 Negative Capital Account Balance. A negative balance in any Member's Capital Account which exists upon termination of the Company (after the allocation of all Profits and Losses through termination) shall not constitute a debt or liability of such Member to the Company, to any creditor of the Company, to any other Member, or to any other Person for any purpose whatsoever, and such Member shall have no obligation to make any additional capital contribution to the Company by reason of such negative balance.

14.6 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, Articles of Dissolution shall be executed and filed pursuant to ULLCA Section 48-2c-1204. Upon issuance by the State of Utah of a certificate of dissolution, the Company shall be terminated.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 Amendments. This Operating Agreement may be amended, or amended and restated, at any time upon the affirmative vote of the Managers and of Members holding a simple majority of the total Profits interests; provided, however, the Managers may make technical amendments to the Operating Agreement at any time which do not affect the economic interests of the Members as necessary in order to maintain the Operating Agreement in compliance with applicable tax and limited liability company law.

15.2 Notices. Except as otherwise provided herein, any notice, election, or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth in the records of the Company. Any such address may be changed by notice given in the above manner.

15.3 Governing Law. This Operating Agreement is entered into under and shall be governed by the laws of the State of Utah.

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

15.5 Headings. The headings in this Operating Agreement are inserted for convenience only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

15.6 Binding Effect. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

15.7 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.8 Enforcement. In the event of a breach or dispute arising under this Operating Agreement, the nonbreaching party or the party prevailing in such dispute shall be entitled to recover its costs, including without limitation reasonable attorneys' fees and court costs, from the breaching or nonprevailing party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date hereinabove first written by the following Members, whose respective mailing addresses are set forth opposite their signatures. By their signatures below said Members do hereby affirm that they have read the foregoing Operating Agreement and are familiar with its contents and they do hereby verify the truthfulness thereof.

Mailing Addresses:

MEMBERS:

131 Soundview Lane
New Canaan, CT 06840

Jared Remington

By: Jared Remington

A handwritten signature in black ink, appearing to read 'Jared Remington', is written over a horizontal line. The signature is stylized and cursive.

SCHEDULE ONE

CC Foxworth
Profit and Loss Percentages

<u>Member</u>	<u>Percentage</u>
Jared Remington	100%
Others	<u>0%</u>
TOTAL	<u>100%</u>

CAPITAL ACCOUNTING AND TAX ADDENDUM

A. DEFINITIONS

The following additional definitions are supplied for purposes of this Addendum:

(a) "Adjusted Capital Account" means a Member's Capital Account as of the end of any fiscal year, decreased by the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(b) "Adjusted Tax Basis" means the adjusted tax basis of property for Federal income tax accounting purposes.

(c) "Book Depreciation" means for each Company Fiscal Year or other period, an amount equal to the Tax Depreciation for such year or other period, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such year or other period, Book Depreciation shall be an amount which bears the same relationship to such beginning Book Value as the Tax Depreciation for such year or other period bears to such beginning Adjusted Tax Basis; provided, however, that if the Tax Depreciation for such year is zero, Book Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Managers. The foregoing definition of Book Depreciation is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(iv)(g)(3) and shall be interpreted consistently herewith.

(d) "Book Value" means the value of property as reflected on the books of the Company in accordance with Paragraph B.2 of this Addendum.

(e) "Fair Market Value" means the fair market value of property, unreduced by any liabilities secured by such property. For the purpose of applying the capital accounting rules set forth in Paragraphs B.1(b) and B.1(g) of this Addendum and for purposes of Paragraph B.2(a) of this Addendum, such fair market value shall be determined without regard to the amount of any nonrecourse indebtedness secured by such property, in accordance with IRC Section 752(c). For all other purposes and provisions of this Operating Agreement, such fair market value shall be deemed to be no less than the amount of any nonrecourse indebtedness secured by such property, in accordance with IRC Section 7701(g) and Regulations Section 1.704-1(b)(2)(iv)(e)(1).

(f) "Minimum Gain" means the aggregate amount by which nonrecourse liabilities, if any, exceed the adjusted tax bases of the Company properties which they encumber, as set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(g) "Nonrecourse Deductions" has the meaning set forth in Regulations Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year equals the net increase, if any, in the amount of Minimum Gain during that fiscal year, reduced (but not below zero) by the aggregate distributions made during that fiscal year of proceeds of any nonrecourse liability that are allocable to an increase in Minimum Gain, as set forth in Regulations Section 1.704-2(c).

(h) "Section 704(c) Property" has the meaning set forth in Paragraph C.1 of this Addendum.

(i) "Tax Depreciation" means for each Company Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period for Federal income tax purposes.

B. CAPITAL ACCOUNT MAINTENANCE RULES

1. Basic Capital Accounting Rules. The Members' Capital Accounts shall be kept in accordance with the following rules. A Member's Capital Account shall be increased by:

(a) the amount of money contributed by such Member to the Company (including the amount of Company liabilities assumed by such Member other than liabilities described in subparagraph (g));

(b) the Fair Market Value of property other than money contributed (or deemed contributed) by such Member to the Company, net of liabilities secured by such property that the Company is considered to assume or take subject to under IRC Section 752;

(c) the amount of Company liabilities which are assumed by such Member (other than liabilities described in subsection (g) below which are assumed by a distributee Member);

(d) such Member's allocable share of the Profits of the Company under Section 7.1 above and of any items of income or gain which are specially allocated pursuant to Paragraph C.2 of this Addendum; and

(e) such Member's allocable share under Paragraph C.1(c) of this Addendum of any gain attributable to Section 704(c) Property, as computed for book purposes;

and shall be decreased by:

(f) the amount of money distributed by the Company to such Member (including the amount of such Member's individual liabilities assumed by the Company other than liabilities described in subparagraph (b));

(g) the Fair Market Value of property other than money distributed (or deemed distributed) by the Company to such Member, net of liabilities secured by such property that such Member is considered to assume or take subject to under IRC Section 752;

(h) the amount of such Member's individual liabilities which are assumed by the Company (other than liabilities described in subsection (b) above which are assumed by the Company);

(i) such Member's allocable share of the Losses of the Company under Section 7.2 above and of any items of loss or deduction which are specially allocated pursuant to Paragraph C.2 of this Addendum; and

(j) such Member's allocable share under Paragraph C.1(c) of this Addendum of any Book Depreciation or loss attributable to Section 704(c) Property, as computed for book purposes.

The Members' Capital Accounts shall also be debited or credited as provided in Paragraphs B.2(c) and B.2(d) of this Addendum. Also, in determining the amount of any liability for purposes of this provision, there shall be taken into account IRC Section 752(c) and any other applicable provisions of the IRC and Regulations.

2. Valuation of Company Property; Capital Account Adjustments. The Book Value of Company property shall be its Adjusted Tax Basis except in the following instances:

(a) Contributed Property. The Book Value of property contributed (or deemed contributed) to the Company by any Member shall be equal to its Fair Market Value on the date of contribution (or deemed contribution).

(b) Distributed Property. The Book Value of property distributed (or deemed distributed) by the Company to any Member, whether in connection with the Liquidation of the Company or otherwise, shall be increased or decreased, as the case may be, to equal its Fair Market Value on the date of distribution (or deemed distribution), and the Capital Accounts of the Members shall be debited or credited, as the case may be, to reflect the manner in which gain or loss, as computed for book purposes, would be allocated among the Members if there were a taxable disposition of such property for such Fair Market Value.

(c) Other Property at Time of Contribution or Distribution. In connection with either

(i) a contribution (or deemed contribution) of money or other property to the Company by a new or existing Member in exchange for a new or increased interest in the Company, or

(ii) a distribution (or deemed distribution) of money or other property by the Company to a withdrawing or continuing Member in exchange for all or a portion of such Member's interest in the Company, or

(iii) the Liquidation of the Company,

the Book Values of all Company assets, including good will if applicable, shall be increased or decreased, as the case may be, to equal their respective Fair Market Values on the date of such contribution or distribution (or deemed contribution or distribution), and the Capital Accounts of the Members shall be debited or credited, as the case may be, to reflect the manner in which gain or loss, as computed for book purposes, would be allocated among the Members if there were a taxable disposition of all such assets for such Fair Market Values; provided, however, in the case of Subparagraphs (i) and (ii) hereof, such adjustment need not be made if such contribution or distribution is of a *de minimis* amount or if the Members reasonably determine that such adjustment is not necessary or appropriate in view of the cost to the Company of making such adjustment as compared with the distortion in the relative economic interests of the Members which would result from not making such adjustment. Paragraphs (a), (b) and (c) hereof are intended to comply with Regulations Section 1.704-1(b)(2)(iv)(d), (e) and (f) and shall be interpreted consistently therewith.

(d) Section 754 Adjustments. The Book Value of an item of Company property shall be increased or decreased, as the case may be, to equal its Adjusted Tax Basis whenever an adjustment to the Adjusted Tax Basis of such item of Company property arises under IRC Sections 732(d), 734 or 743 and such adjustment exceeds the difference between the Book Value of such item of Company property and its Adjusted Tax Basis prior to making such adjustment. Such increase or decrease in Book Value shall then be allocated to the Capital Accounts of the Members in accordance with Regulations Section 1.704-1(b)(2)(iv)(m). This Paragraph shall be applied only after the application of Paragraphs B.2(a), (b) and (c), above.

C. SPECIAL TAX ALLOCATION RULES

1. Special Allocation Rules Where Book Value and Adjusted Tax Basis Are Unequal. Notwithstanding the general allocation rules set forth in Sections 7.1 and 7.2 above, as

to property the Book Value of which is different from its Adjusted Tax Basis ("Section 704(c) Property"), the following rules and definitions shall apply:

(a) If the Book Value of property exceeds its Adjusted Tax Basis, such excess shall be referred to as "Built-in Gain." Conversely, if the Adjusted Tax Basis of property exceeds its Book Value, such excess shall be referred to as "Built-in Loss."

(b) Built-in Gain or Built-in Loss may arise as the result of the contribution or deemed contribution of property to the Company by one or more Members (the "Contributing Members") or as the result of the revaluation of existing Company property under Paragraph B.2 of this Addendum. If existing Company property is revalued, the existing Members shall be considered the Contributing Members as to such property. The term Contributing Members shall include successors-in-interest thereto.

(c) Book Depreciation, and gain or loss with respect to Section 704(c) Property as computed for book purposes, shall be allocated to the Members in accordance with the general profit and loss sharing percentages specified in Sections 7.1 and 7.2, above, and the Members' Capital Accounts shall be adjusted accordingly, as set forth in Paragraph B.1 of this Addendum.

(d) Tax Depreciation, and gain or loss with respect to Section 704(c) Property as computed for tax purposes, shall be allocated to the Members in a manner that takes into account the Built-in Gain or Built-in Loss with respect to such property, in accordance with Section 704(c) of the IRC and equivalent principles, as follows, and such allocations shall not be independently reflected by further adjustments to the Members' Capital Accounts:

(i) With respect to Built-in Gain property, 100% of any tax gain shall be allocated to the Contributing Members in the same proportion as such Built-in Gain has been credited to their respective Capital Accounts; Tax Depreciation shall be allocated to the Members other than the Contributing Members (the "Noncontributing Members") in the same proportion as, but in an amount not to exceed, the Book Depreciation with respect to such property which has been allocated to them under Paragraph C.1(c) of this Addendum; and any excess of such Tax Depreciation over the amount allocated to the Noncontributing Members shall be allocated to the Contributing Members in the same proportion that the Book Depreciation with respect to such property has been allocated to the Contributing Members under Paragraph C.1(c) of this Addendum. These allocations shall continue until the Built-in Gain has been eliminated. Thereafter any Tax Depreciation and gain or loss with respect to such property shall be allocated to the Members pursuant to the general profit and loss allocation provisions of Sections 7.1 and 7.2, above.

(ii) With respect to Built-in Loss property, 100% of any tax loss shall be allocated to the Contributing Members in the same proportion as such Built-in Loss has been charged to their respective Capital Accounts; Tax Depreciation shall be allocated to the Noncontributing Members in the same proportion as, but in an amount not to exceed, the Book Depreciation with respect to such property which has been allocated to them under Paragraph C.1(c) of this Addendum; and any excess of such Tax Depreciation over the amount allocated to the Noncontributing Members shall be allocated to the Contributing Members in the same proportion that the Book Depreciation with respect to such property has been allocated to the Contributing Members under Paragraph C.1(c) of this Addendum. These allocations shall continue until the Built-in Loss has been eliminated. Thereafter any Tax Depreciation and gain or loss with respect to such property shall be allocated to the Members pursuant to the general profit and loss allocation provisions of Sections 7.1 and 7.2, above.

(iii) In the event that the allocation of tax gain, tax loss or Tax Depreciation to the Noncontributing Members under Paragraph C.1(d)(i) or C.1(d)(ii) of this Addendum is limited by application of the "ceiling rule" set forth in Regulations Section 1.704-3(b)(1), the Company may do any of the following:

(A) the Company may make reasonable curative allocations of income, gain, loss or deduction with respect to the tax item limited by the ceiling rule, including income from the disposition of contributed or revalued property, in accordance with the rules set forth in Regulations Section 1.704-3(c); or

(B) the Company may make remedial allocations of income, gain, loss or deduction with respect to the tax item limited by the ceiling rule in accordance with the rules set forth in Regulations Section 1.704-3(d); or

(C) if applicable, the Company may apply the "small disparity" rules of Regulations Section 1.704-3(e).

The foregoing provision is intended to comply with Regulations Section 1.704-1(b)(2)(iv)(g) and Section 1.704-3(e) and shall be interpreted consistently therewith.

2. Special and Regulatory Allocations.

(a) Minimum Gain Chargeback. If there is a net decrease in Minimum Gain during any Company fiscal year, then in that event, prior to the making of any other allocation under either Article VII above or this Addendum, there shall be specially allocated to all Members items of income and gain for such year (and, if necessary,

subsequent years) equal to their share of such net decrease in Minimum Gain within the meaning of Regulations Sections 1.704-2(f)(1) and 1.704-2(g)(2).

(b) Qualified Income Offset. Subject to the provisions of Paragraph C.2(a) of this Addendum, in the event a Member unexpectedly receives an adjustment, allocation, or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate any deficit in such Member's Adjusted Capital Account as quickly as possible. This Paragraph C.2(b) is intended to comply with the qualified income offset requirement set forth in Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions. Nonrecourse Deductions for any Company fiscal year shall be allocated among the Members in accordance with the Members' percentage interests in Losses, as set forth in Section 7.2 above. This Paragraph C.2(c) is intended to comply with Regulations Section 1.704-2(e)(2) and shall be interpreted consistently therewith.

(d) Curative Allocations. The special allocations set forth in Paragraphs C.2(a), C.2(b) and C.2(c) of this Addendum (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2(b). The Regulatory Allocations shall be taken into account in determining the allocation of Profits and Losses pursuant to Sections 7.1 and 7.2 above so that, to the extent possible without nullifying the Regulatory Allocations, the amount of the allocations of Profits and Losses under Sections 7.1 and 7.2, as adjusted pursuant to this Paragraph C.2(d), and of the Regulatory Allocations, when taken together, shall be equal to the amount of such allocations of Profits and Losses that would have been allocated to the Members under Sections 7.1 and 7.2 if the Regulatory Allocations had not occurred.

FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
CODE CAPITAL PARTNERS LLC

THIS FIRST AMENDMENT TO OPERATING AGREEMENT OF CODE CAPITAL PARTNERS LLC (this “**First Amendment**”) is made and entered into effective August 8, 2017, by and among the undersigned Manager of CODE CAPITAL PARTNERS LLC, a Utah limited liability company (the “**Company**”).

WHEREAS, any capitalized terms used in this First Amendment that are not defined in this First Amendment shall have the same meaning as any capitalized terms defined in the OPERATING AGREEMENT OF CODE CAPITAL PARTNERS LLC, dated effective July 19, 2013 (the “**Operating Agreement**”), and except as otherwise amended by this First Amendment, all the terms, conditions, and covenants of the Operating Agreement shall remain in full force and effect; and

WHEREAS, pursuant to Section 15.1 of the Operating Agreement, the Operating Agreement may be amended to make technical amendments which do not affect the economic interest of the Members solely by the Manager; and

WHEREAS, the initial Manager of the Company, Jared Remington, is still the sole Manager of the Company; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Company’s name is hereby amended to read as follows: “CODE CAPITAL PARTNERS LLC”. There is no comma between the words “PARTNERS” and “LLC”.

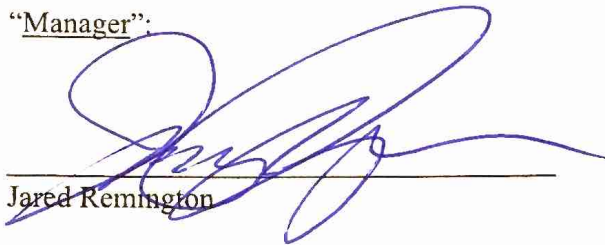
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(SIGNATURES OF MANAGER ON FOLLOWING PAGE)

SIGNATURE PAGE
OF
MANAGER
TO
FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
CODE CAPITAL PARTNERS LLC

IN WITNESS WHEREOF, the Manager of the Company has freely and voluntarily executed this First Amendment to Operating Agreement of CODE CAPITAL PARTNERS LLC as of the date first written above for the purposes set forth herein.

“Manager”:



Jared Remington

EXHIBIT "C"

ACTION BY WRITTEN CONSENT WITHOUT MEETING AND RESOLUTIONS OF CODE CAPITAL PARTNERS LLC August 2017

The undersigned, as the sole manager of CODE CAPITAL PARTNERS LLC, a Utah limited partnership (the "**Manager**"), which Manager is the sole manager of CC SANDS, LLC, a Utah limited liability company (the "**Company**"), does hereby resolve and consent to the following actions effective August 9, 2017 (the "**Effective Date**"), and shall file this Action by Written Consent Without Meeting and Resolutions in the minute book of the Company:

RESOLVED: That the Company is authorized to execute, acknowledge, and deliver any and all documents, instruments, affidavits, and closing statements, including but not limited to a Note, security instrument and Regulatory Agreement (collectively, hereinafter referenced as the "**HUD Loan Documents**") relating to the making of that certain loan (the "**HUD Loan**") by ARBOR AGENCY LENDING, LLC ("**Lender**"), pursuant to that certain Commitment for Insurance upon Completion Pursuant to Section 223(f) with the Firm Commitment Effective Date of April 26, 2017, as amended, for FHA Project No. 067-11275 (the "**Commitment**") issued by the United States Department of Housing and Urban Development ("**HUD**"), which will refinance the existing first mortgage loan, and with will then grant to Lender and HUD a first mortgage lien upon the project known as The Sands at St. Lucie Apartment Homes (the "**Project**") and the following real property located in Fort Pierce, St. Lucie County, State of Florida (the "**Real Property**"):

PARCEL 1:

A PIECE OR PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCE AT THE INTERSECTION OF THE CENTER LINE OF U.S. HIGHWAY NO. 1 AND THE EASTWEST QUARTER SECTION LINE OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 89°20' EAST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 523 FEET; THENCE RUN SOUTH 0°03' WEST, A DISTANCE OF 75 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAVANNAH ROAD AND POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN SOUTH 89°20' EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAVANNAH ROAD, A DISTANCE OF 542.9 FEET TO A POINT; THENCE RUN SOUTH 40°11'30" EAST A DISTANCE OF 100.85 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE TO RUN SOUTH 40°11'30" EAST, A DISTANCE OF 791.35 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 25°38'30" EAST, A DISTANCE OF 864.72 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY; THENCE RUN SOUTH 69°32'40" WEST, A DISTANCE OF 761.62 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 20°27'20" EAST, A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 69°32'40" WEST, A DISTANCE OF 246.25 FEET TO A POINT; THENCE RUN NORTH 0°03' EAST, A DISTANCE OF 1180.03 FEET TO A POINT (WHICH POINT

IS THE NORTH-EAST CORNER OF THE PROPERTY CONVEYED BY DEED FILED FOR RECORD IN OFFICIAL RECORDS BOOK 191, PAGE 75); THENCE RUN NORTH 89°20' WEST, PARALLEL TO SAID EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 400 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 89°20' WEST, A DISTANCE OF 357 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH 0°03' EAST AND PARALLEL TO THE EASTERLY RIGHT-OFWAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 309.2 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH 89°20' WEST, A DISTANCE OF 10 FEET TO A MONUMENT; THENCE RUN NORTH 0°03' EAST, A DISTANCE OF 169 FEET TO A MONUMENT; THENCE RUN SOUTH 89°20' EAST, A DISTANCE OF 200 FEET; THENCE RUN NORTH 0°03' EAST, A DISTANCE OF 200 FEET TO A POINT AND PLACE OF BEGINNING.

TOGETHER WITH A 50 FOOT EASEMENT RUNNING NORTHEASTERLY AND LYING ADJACENT TO AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD IN THE SOUTH-HALF OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THE SOUTHERLY LINE OF SAID 50 FOOT EASEMENT BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERLY LINE OF SAID FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, 123 FEET DUE EAST OF THE CENTERLINE OF U.S. HIGHWAY NO. 1, RUN NORTH 69°32'40" EAST 1032.37 FEET TO THE TERMINATION OF SAID 50 FOOT EASEMENT.

PARCEL 2:

THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PARCEL:

FROM THE CENTER OF SECTION 22, TOWNSHIP 35 SOUTH, OF RANGE 40 EAST, RUN WEST ALONG THE QUARTER SECTION LINE 284.8 FEET, TO THE EAST SIDE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 4 (NOW KNOWN AS STATE ROAD NO. 5) AND THENCE SOUTH 444.2 FEET ALONG THE EAST SIDE OF SAID RIGHT-OF-WAY FOR THE POINT OF BEGINNING; FROM THIS POINT OF BEGINNING RUN SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 4 (NOW KNOWN AS STATE ROAD NO. 5) A DISTANCE OF 309 FEET; THENCE EAST 300 FEET; THENCE NORTHERLY PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 4 (NOW KNOWN AS STATE ROAD NO. 5) A DISTANCE OF 309 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND LYING AND BEING IN THE SOUTH ½ OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

LESS AND EXCEPT ANY ADDITIONAL RIGHT-OF-WAY FOR U.S. #1.

PARCEL 3:

EASEMENT RIGHT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1167, PAGE 1336, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

FURTHER RESOLVED: That the execution, acknowledgment, and delivery of all such Loan Documents by the Company is hereby ratified and confirmed.

FURTHER RESOLVED: That **JARED REMINGTON**, as sole manager of the Manager of the Company, is hereby authorized and directed to execute and deliver, on behalf of the Company, all such Loan Documents referenced in the foregoing resolutions without the signature of any other additional managers, members, partners, directors, or officers required, to expend and disburse Company funds, and to do such other acts and things as may be necessary or desirable in accordance with the preceding resolutions.

FURTHER RESOLVED: That **JARED REMINGTON**, as sole manager of the Manager of the Company, is hereby authorized and directed to furnish to any interested person or entity a copy of the foregoing Action by Written Consent Without Meeting and Resolutions, to certify the same, and to certify that the provisions of the foregoing Action by Written Consent Without Meeting and Resolutions are in conformity with the Articles of Organization and Operating Agreement of the Company.

I HEREBY CERTIFY that (i) the foregoing Resolutions remain in full force and effect and have not been rescinded or modified; (ii) the foregoing Resolutions conform with that certain LLC ARTICLES OF ORGANIZATION OF CODE CAPITAL PARTNERS LLC, file number 8597056, filed with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code on April 5, 2013, with a Certificate of Correction filed February 17, 2015 (together, the “**Articles of Organization**”), and that the Articles of Organization have not been further amended through the date hereof; (iii) the foregoing Resolutions conform with that certain OPERATING AGREEMENT OF CODE CAPITAL PARTNERS LLC, dated effective July 19, 2013, as amended by that certain FIRST AMENDMENT TO OPERATING AGREEMENT OF CODE CAPITAL PARTNERS LLC dated effective August 8, 2017 (together, the “**Operating Agreement**”), and that the Operating Agreement not been further amended through the date hereof; (iv) actions of the Manager of the Company may be taken without a meeting, and without prior notice, and without a vote, and Section 9.1 of the Operating Agreement gives the Manager full and complete authority, power and discretion to manage and control the business of the Company; (v) the Manager is the sole manager of the Company; and (vi) JARED REMINGTON is the sole manager of the Manager.

(remainder of page left intentionally blank)

(signature on following page)

IN WITNESS WHEREOF, I have executed the foregoing Action by Written Consent without Meeting AND Resolutions of CODE CAPITAL PARTNERS LLC as the sole manager of the Manager, and affixed its company seal, as of the Effective Date above, and certify that all the facts set forth above are true and correct.

CODE CAPITAL PARTNERS LLC,
a Utah limited liability company

By: _____
Jared Remington, as its Manager

EXHIBIT "D"



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, PO Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

08/07/2017
8597056-016008072017-2940220

CERTIFICATE OF EXISTENCE

Registration Number: 8597056-0160
Business Name: CODE CAPITAL PARTNERS LLC
Registered Date: April 05, 2013
Entity Type: LLC - Domestic
Current Status: Good Standing

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (unless Delinquent); and, that Articles of Dissolution have not been filed.



A handwritten signature in cursive script that reads "Kathy Berg".

Kathy Berg
Director
Division of Corporations and Commercial Code

EXHIBIT "E"

State of Florida
Department of State

I certify from the records of this office that CODE CAPITAL PARTNERS LLC is an Utah limited liability company authorized to transact business in the State of Florida, qualified on December 10, 2015.

The document number of this limited liability company is M15000009912.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on April 24, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of August, 2017*



Ken Detjmer
Secretary of State

Tracking Number: CU6308842783

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT B

Agent Authorization – Limited Liability Company (LLC)

Date: 12/27/18

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Agent Authorization for the following site location in Jacksonville, Florida:

Address: 5719 Cagle Rd RE#(s): 153066-0200

To Whom It May Concern:

You are hereby advised that Jared Remington, as Manager of Cagle Group, LLC, a Limited Liability Company organized under the laws of the state of Utah, hereby certify that said LLC is the Owner of the property described in Exhibit 1. Said owner hereby authorizes and empowers Paul M. Harden to act as agent to file application(s) for FLUM & Rezoning for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change as submitted to the Jacksonville Planning and Development Department.

(signature) [Handwritten Signature]
(print name) Jared Remington

**STATE OF FLORIDA
COUNTY OF DUVAL**

Sworn to and subscribed and acknowledged before me this 27th day of December 2018, by Jared Remington, as Manager of Cagle Group, LLC, a Limited Liability Company, who is personally known to me or who has produced Drivers License as identification and who took an oath.

[Handwritten Signature]
(Signature of NOTARY PUBLIC)

Farida Akther
(Printed name of NOTARY PUBLIC)

Connecticut
State of ~~Florida~~ at Large.

My commission expires: 07-31-2022

**FARIDA AKTHER
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 07-31-2022**

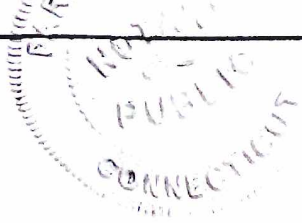


EXHIBIT C

Binding Letter

City of Jacksonville
Planning and Development Department
Jacksonville, Florida 32202

RE: 153066-0200

Ladies and Gentleman;

You are hereby advised that the undersigned, owner of the above referenced property, being more particularly described in the PUD document attached hereto and by reference made a part thereof, hereby agrees to bind its successor(s) in title to development in accordance with (a) the site plan and the written description of the proposed rezoning plan submitted with the rezoning application and (b) any conditions set forth by the City Council of the City of Jacksonville in the rezoning ordinance. Owner also agrees to proceed with the development of the subject property in accordance with items (a) and (b) above and will complete such development in accordance with the site plan approved by that ordinance. Provisions shall be made by written agreement for continuing operation and maintenance of all common areas and facilities, which are not to be provided, operated or maintained by the City of Jacksonville.

Sincerely,

Cagle Group, LLC

By: 

Jared Remington

Its: Manager

Exhibit D

WRITTEN DESCRIPTION

CAGLE RESIDENCES RENOVATION PUD RE#153066-0200

March 5, 2019

I. PROJECT DESCRIPTION

Applicant proposes to rezone approximately 2.47 acres of property from CCG-1 to PUD. The parcel is located on the east side of Cagle Road, north of Bowden Road.

The subject property is currently owned by Cagle Group, LLC, and is more particularly described in the legal description attached as Exhibit 1 to this application. The property has current land use and zoning designations of: CGC/CCG-1. The property is currently developed as a motel. Surrounding uses include: CGC/CCG-1 to the north (hotel); CGC/CCG-1 (office) and PUD (single family/vacant commercial) to the east; CGC/CCG-1 (office/manufacturing) across Cagle Road to the west; and CGC/CCG-1 (single family) to the south and west. The site will be developed as a medium density multi-family development (as per the attached site plan). The use is allowable in the HDR category and the site is the subject of a companion FLUM Amendment to HDR.

Project Name: Cagle Residences Renovation PUD

Project Developer: Cagle Group, LLC

II. QUANTITATIVE DATA

Total Acreage: 2.47 acres

Total Acreage of multi-family: 2.47 acres

Total number of dwelling units: not to exceed 111

Total Acreage of commercial: N/A

Total amount of recreation area: 0.16

Total amount of open space: 0.48 acres

Total amount of public/private rights of way: N/A

Total amount of land coverage of all residential buildings and structures: 22,153 sqft

Phase schedule of construction (include initiation dates and completion dates)

Single phase construction

III. USES AND RESTRICTIONS

A. Permitted Uses:

1. Multiple-family dwellings
2. Housing for the elderly
3. Assisted living facilities
4. Home occupations meeting the performance standards and development criteria set forth in Part 4
5. Essential services, including water, sewer, gas, telephone, radio, television and electric, meeting the performance standards and development criteria set forth in Part 4
6. Day care centers meeting the performance standards and development criteria set forth in Part 4
10. Nursing homes and assisted living facilities
11. Commercial Neighborhood Retail Sales and Service or Professional Office
12. Group care homes

B. Permitted Accessory Uses and Structures:

Shall comply with §656.403

C. Mixed Use Requirement:

In order to satisfy the mixed use requirement of the HDR zoning category for uses at the intensity proposed by this Planned Unit Development, there will be mixed use facilities on the first floor, which are open to the public. These uses may include retail sales, a laundry facility, a daycare center, or professional office. There shall be no minimum or maximum requirement for this mixed use, so long as it is in compliance with the HDR requirements.

IV. DESIGN GUIDELINES

A. Lot Requirements:

- (1) *Minimum lot area:* None
- (2) *Maximum lot coverage:* 80 percent
- (3) *Minimum front yard:* 20 feet
- (4) *Minimum side yard:* 5 feet
- (5) *Minimum rear yard:* 10 feet
- (6) *Maximum height of structures:* 75 feet

B. Ingress, Egress and Circulation:

- (1) *Parking Requirements.* The parking requirements for this development shall be consistent with the requirements of Part 6 of the Zoning Code, except the ratio shall be 1 per unit.
- (2) *Vehicular Access.*
 - a. Vehicular access to the Property shall be by way of Cagle Road, substantially as shown in the Site Plan. The final location of all access points is subject to the review and approval of the City's Traffic Engineer.
 - b. Within the Property, internal access shall be provided by reciprocal easements for ingress and egress among the driveways of the various parcels of the Property, if ownership or occupancy of the Property is subdivided among more than one person or entity.
- (3) *Pedestrian Access.*
 - a. Pedestrian access shall be provided by sidewalks installed in accordance with the 2030 Comprehensive Plan.

C. Signs.

- (1) One (1) double faced or two (2) single faced signs not to exceed one hundred and fifty (150) square feet in area for each face or sign and twenty (20) feet in height, which shall be a monument sign.
- (2) Directional signs shall not exceed four (4) square feet.
- (3) Wall signs not to exceed ten percent (10%) of the square footage of the occupancy frontage of the building abutting a public right-of-way are permitted.

D. Landscaping:

The Property was developed before the requirements of Part 12 Landscape Regulations of the Zoning Code. As such, landscape requirements are waived.

E. Recreation and Open Space:

The site may be developed with no recreation or open space.

F. Utilities

Water will be provided by JEA.

Sanitary sewer will be provided by JEA.

Electric will be provided by JEA.

G. Wetlands

The site is developed and there are no wetlands on site.

VI. DEVELOPMENT PLAN APPROVAL

The construction has already been completed and no verification of substantial compliance will be needed.

VII. STATEMENTS

A. How does the proposed PUD differ from the usual application of the Zoning Code?

The PUD waives all landscaping and recreational use requirements.

B. Describe the intent for the continued operation and maintenance of those areas and functions described herein and facilities which are not to be provided, operated or maintained by the City.

All areas will be maintained by the owner.

VIII. JUSTIFICATION FOR PLANNED UNIT DEVELOPMENT CLASSIFICATION FOR THIS PROJECT

The proposed project is consistent with the general purpose and intent of the City of Jacksonville 2030 Comprehensive Plan and Land Use Regulations. The proposed project will be beneficial to the surrounding neighborhood and community.

- A. Is more efficient than would be possible through strict application of the Zoning Code;
- B. Is compatible with surrounding land uses and will improve the characteristics of the surrounding area;
- C. Will promote the purposes of the City of Jacksonville 2030 Comprehensive Plan.
- D. Allows for alternate use of existing structure to meet market demands.

EXHIBIT F

PUD Name

CAGLE RESIDENCES RENOVATION

Land Use Table

Total gross acreage	2.47 Acres	100 %
Amount of each different land use by acreage		
Single family	0 Acres	0 %
Total number of dwelling units	0 D.U.	
Multiple family	2.47 Acres	100 %
Total number of dwelling units	111 D.U.	
Commercial	0 Acres	0 %
Industrial	0 Acres	0 %
Other land use	0 Acres	0 %
Active recreation and/or open space	0.16 Acres	6.5 %
Passive open space	0.48 Acres	19.4 %
Public and private right-of-way	0 Acres	0 %
Maximum coverage of buildings and structures	22,153 Sq. Ft.	20.6 %

Prepared by and return to
Ian A. Brown, Esq.
Attorney at Law
Law Office of Ian A. Brown, PL
1205 Beach Boulevard Suite 1
Jacksonville, FL 32250
904-517-9494
File Number: 15-06 Cagle Rd
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 5th day of February, 2016 between Cagle Road Land, L.L.C., a Florida limited liability company whose post office address is 5719 Cagle Road, Jacksonville, FL 32216 of the County of Duval, State of Florida, grantor*, and Cagle Group, L.L.C., a Utah limited liability company whose post office address is 131 Soundview Lane, New Canaan, CT 06840 of the County of Fairfield, State of Connecticut, grantee*.

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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 Duval County, Florida, to-wit:

Part of Farm 28, Bowden Farms, according to the plat thereof as recorded in Plat Book 6, Page 91, of the current Public Records of Duval County, Florida, being more particularly described as follows: Commence at the Intersection of the Easterly line of Cagle Road (a 60.00 foot right-of-way) with the Southerly line of University Boulevard (as shown on D.O.T., Right of Way Map, Section 72014-2503 with a revision date of 2-1-79); thence South 31°11'06" East, 745.94 feet, along the Easterly line of said Cagle Road to the Point of Beginning; thence continue South 31°11'06" East, 358.46 feet, along the Easterly line of said Cagle Road; thence North 58°43'54" East, 300.88 feet, to the Westerly line of Summerall's Subdivision, as recorded in Plat Book 19, Page 64, of the current Public Records of said County; thence North 31°25'06" West 357.79 feet, along the Westerly line of said Summerall's Subdivision; thence South 58°51'38" West, 299.42 feet to the Easterly line of said Cagle Road and the Point of Beginning.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

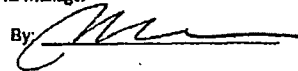
* "Grantor" and "Grantee" are used for singular or plural, as context requires

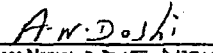
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written

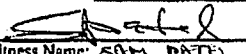
Signed, sealed and delivered in our presence:

Cagle Road Land, L.L.C., a Florida limited liability company

By: CRLAG FLA, LLC, a Florida limited liability company,
As its Manager

By: 


Witness Name: AMIT PATEL

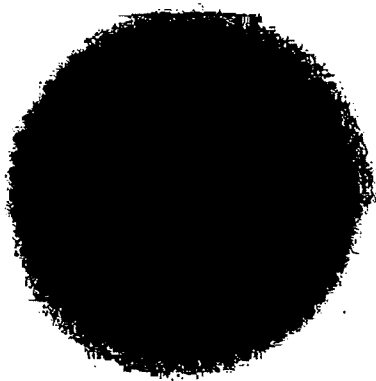

Witness Name: SAM PATEL

(Corporate Seal)

Country of India
City of Mumbai

The foregoing instrument was acknowledged before me this 5th day of February, 2016 by Mahesh Doshi, as Manager of CRLAG FLA, LLC, a Florida limited liability company, As its Manager, on behalf of the corporation for Cagle Road Land, LLC, a Florida limited liability company. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]



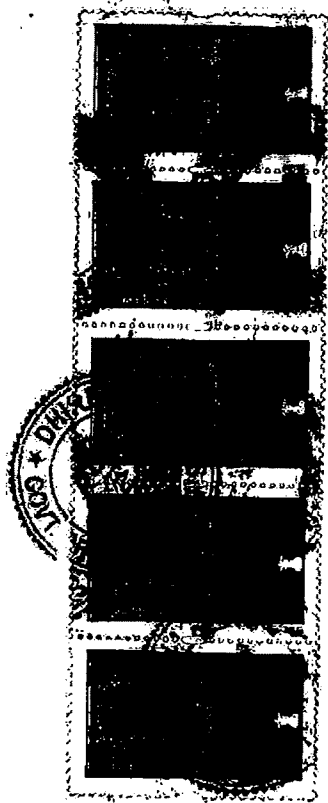
Dhiren H Shah
Notary Public

Printed Name: DHIREN H SHAH

My Commission Expires: 10-10-2017

Dhiren H Shah
Notary, Govt. of India
1st Floor, 21, R.S. Sq., Mang
R. S. Sq. Mang

Reg. No. F. No. 5 (62) 83/Judt





ELECTRIC

WATER

SEWER

RECLAIMED

21 West Church Street
Jacksonville, Florida 32202-3139

Jared Remington
Cagle Group, LLC
131 Soundview Lane
New Canaan, CT, 06840

February 05, 2019

Project Name: Multi Family Exception
Availability#: 2019-0338

Attn: Jared Remington,

Thank you for your inquiry regarding the availability of electric, potable water, sanitary sewer and reclaimed water (WS&R) service. The eight digit availability number referenced in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire one year from the date above.

Point of Connection:

A summary of connection points for WS&R services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA strongly recommends field verification of all POCs prior to any construction to ensure connection availability. If this availability request is for a sewer lateral, prior to relying on the described POC and/or any reference drawings, the applicant shall request and pay for a JEA field locate, for a cost of \$491.00, to determine the actual location and suitability of this potential POC. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions.

Offsite Improvements:

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida. All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found on jea.com.

Reservation of Capacity:

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found at the subsequent link, JEA Stages of a Project or by following the steps below:

- ⇒ Visit www.jea.com
- ⇒ Select Working with JEA
- ⇒ Select Stages of a Project

Sincerely,

JEA Water, Sewer Reclaim
Availability Request Team



21 West Church Street
Jacksonville, Florida 32202-3139

ELECTRIC

WATER

SEWER

RECLAIMED

Availability#: 2019-0338
Request Received On: 2/1/2019
Availability Response: 2/5/2019
Prepared by: Christopher Watson

Project Information

Name: Multi Family Exception
Type: OTHER
Requested Flow: 5,649 gpd
Location: 5719 Cagle Rd. 32216
Parcel ID No.: 153066-0200
Description: Exception sought for Multi-family

Potable Water Connection

Water Treatment Grid: SOUTH GRID
Connection Point #1: Existing 8" water main within the Cagle Rd. ROW, adjacent to this property.
Connection Point #2: NA

Special Conditions: POC location to be field verified by developer during project design. Lot will require water main construction in right-of-way and individual water services. Connection to the proposed POC is contingent upon inspection and acceptance of the mains by JEA. JEA must approve construction and accept the lines prior to meter issuance. Send pre-design meeting requests, with availability number, to wsedevprojrequests@jea.com. Copies of reference drawings may be requested from the JEA Record online at https://www.jea.com/engineering_and_construction/request_an_as-built_drawing/.

Sewer Connection

Sewer Treatment Plant: ARLINGTON EAST
Connection Point #1: Existing 8" gravity sewer main within the Cagle Rd. ROW, adjacent to this property.
Connection Point #2: NA

Special Conditions: POC location to be field verified by developer during project design. Send pre-design meeting requests, with availability number, to wsedevprojrequests@jea.com. Copies of reference drawings may be requested from the JEA Record online at https://www.jea.com/engineering_and_construction/request_an_as-built_drawing/.

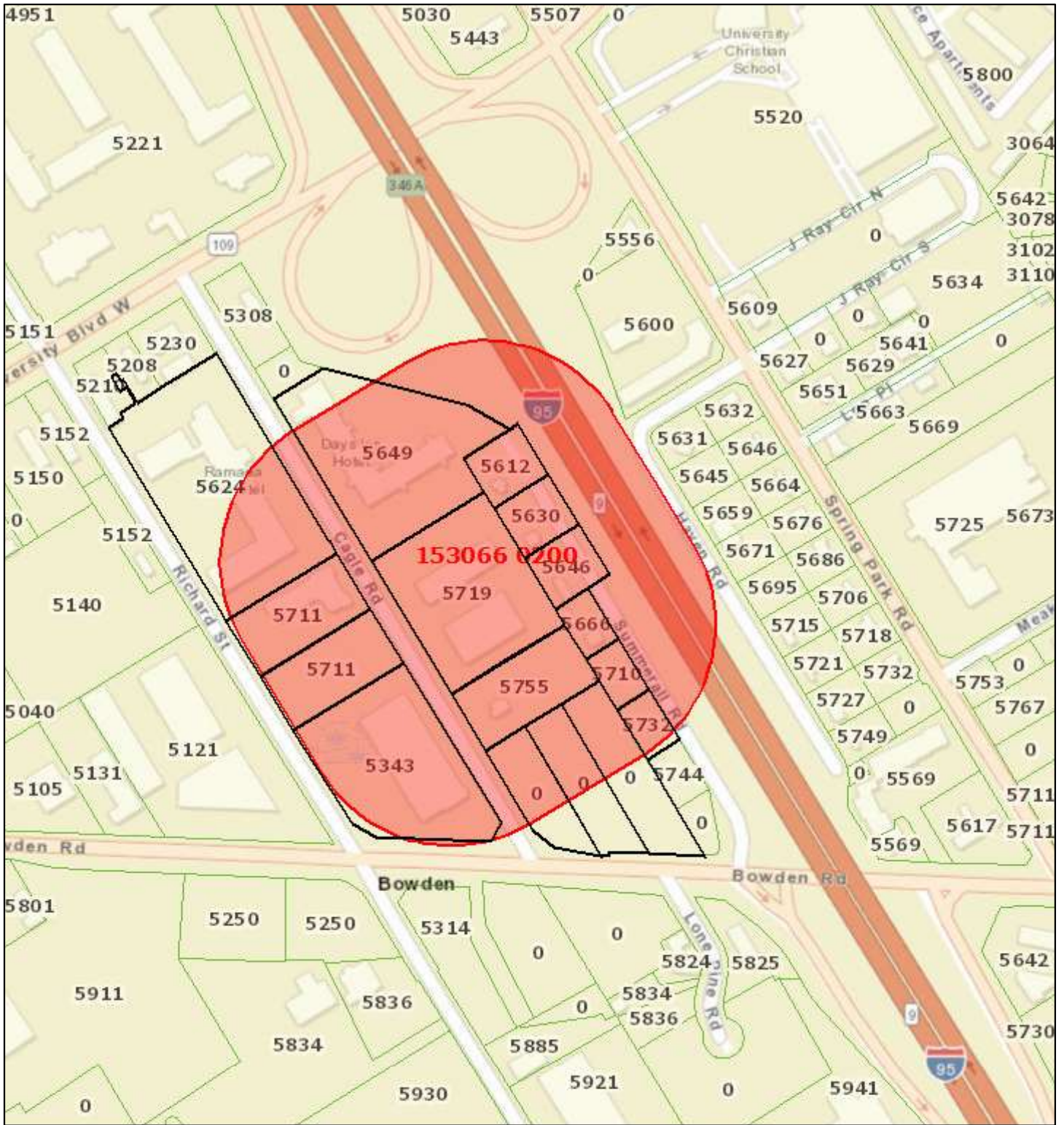
Reclaimed Water Connection

Sewer Region/Plant: N/A
Connection Point #1:
Connection Point #2: NA
Special Conditions: No reclaim in the foreseeable future.

General Comments:

Electric Availability: The subject property lies within the geographic area legally served by JEA. JEA will provide electric service as per JEA's most current Rules and Regulations.

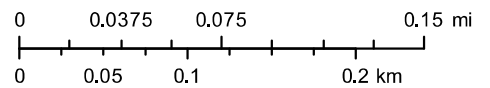
Land Development Review



March 11, 2019

1:4,514

□ Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

	A	B	C	D	E	F	G	H	I
1	RE	LNAME	LNAME2	MAIL_ADDR1	MA	M/	MAIL_CITY	MAI	MAIL_ZIP
2	153059 0000	5343 BOWDEN RD LLC		5343 BOWDEN RD			JACKSONVILLE	FL	32216-5945
3	153062 0000	BOWDEN ROAD LAND TRUST		1 SLEIMAN PKWY STE 240			JACKSONVILLE	FL	32216-8046
4	153066 0200	CAGLE GROUP LLC		131 SOUNDVIEW LN			NEW CANNAN	CT	06840
5	153154 0000	EDGE RONNIE C		6729 POTTSBURG CREEK TRL			JACKSONVILLE	FL	32216-2856
6	153152 0000	EDGE RONNIE G		6729 POTTSBURG CREEK TRL			JACKSONVILLE	FL	32216
7	153158 0000	FERRARO PROPERTIES LLC		11187 SCHOONER CT			JACKSONVILLE	FL	32225-1561
8	153067 0100	INTEGO SYSTEMS INC		5343 BOWDEN RD			JACKSONVILLE	FL	32216
9	153156 0010	JVAC DEVELOPMENT COMPANY LLC		5666 SUMMERALL RD			JACKSONVILLE	FL	32216
10	153064 0000	KOTHEKAR DILIP LAXMAN LIVING TRUST		6036 CHEVY DR			JACKSONVILLE	FL	32216
11	153060 0000	LEEPAT LLC		154 PILOT RD			GREENVILLE	SC	29609
12	153070 0000	REAL HOSPITALITY INC		5624 CAGLE RD			JACKSONVILLE	FL	32216-5911
13	153157 0000	RIVERS JANCIE R		5710 SUMMERALL RD			JACKSONVILLE	FL	32216-5903
14	153067 0000	SUN COAST REI LLC		5711 RICHARD ST SUITE 1			JACKSONVILLE	FL	32216
15	153061 0000	WARREN LEE POWELL REVOCABLE TRUST		154 PILOT RD			GREENVILLE	SC	29609
16	153066 0000	YU ZHIHUA		105 CORAL REEF CT N			PALM COAST	FL	32137
17		SOUTHEAST	DEBBIE JOHNSON	5310 HAMPTON GABLE CT			JACKSONVILLE	FL	32257

**Duval County, City Of Jacksonville
Jim Overton , Tax Collector**

231 E. Forsyth Street
Jacksonville, FL 32202

General Collection Receipt

Account No: CR498583
User: Patterson, Connie

Date: 3/11/2019
Email: ConstanceP@coj.net

REZONING/VARIANCE/EXCEPTION

Name: PAUL HARDEN /CAGLE GROUP
Address: 501 RIVERSIDE AVE, SUITE 901
Description: PUD REZONING OF 2.47 ACRES OF LAND FROM CCG-1 TO PUD TO ALLOW FOR MOTEL TO BE CONVERTED TO APARTMENTS Z-2262

TranCode	IndexCode	SubObject	GLAcct	SubsidNo	UserCode	Project	ProjectDtl	Grant	GrantDtl	DocNo	Amount
701	PDCU011	342504									2404.00

Control Number: 152510 | Paid Date: 3/13/2019

Total Due: \$2,404.00

**Jim Overton , Tax Collector
General Collections Receipt
City of Jacksonville, Duval County**

Account No: CR498583
REZONING/VARIANCE/EXCEPTION
Name: PAUL HARDEN /CAGLE GROUP
Address: 501 RIVERSIDE AVE, SUITE 901
Description: PUD REZONING OF 2.47 ACRES OF LAND FROM CCG-1 TO PUD TO ALLOW FOR MOTEL TO BE CONVERTED TO APARTMENTS Z-2262

Date: 3/11/2019

Total Due: \$2,404.00