



SEMINOLE COUNTY, FLORIDA
Development Review Committee
Meeting Agenda - Final-revised

Wednesday, February 18, 2026

9:00 AM

Room 3024

This meeting will be held In-Person. The public may email devrevdesk@seminolecountyfl.gov to request a TEAMS link to attend in "listen only" mode. Items listed as "Comments Only" will not be discussed at the meeting.

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DRC & PRE- APPLICATIONS

9:00 AM (IN PERSON) SANLANDO - PRE-APPLICATION

[2026-0150](#)

Project Number: 26-80000009

Project Description: Proposed Subdivision for 22 single family residential lots on 9.37 acres in the PD zoning district located on the south side of Hidden Woods Cv, west of Virginia Ave

Project Manager: Kaitlyn Apgar (407) 665-7377
(kapgar@seminolecountyfl.gov)

Parcel ID: 11-21-29-300-0040-0000

BCC District: 3-Constantine

Applicant: Maleia Smiferguso (407) 661-4710

Consultant: Eden Cooke (407) 605-5616

Attachments: [APPLICATION](#)
[COMMENTS](#)

COMMENTS ONLY (NO MEETING SCHEDULED)

OLIVE GARDEN - SITE PLAN[2026-0132](#)**Project Number:** 26-06000004**Project Description:** Proposed Site Plan to demolish existing building and construct a new restaurant on 1.79 acres located on the south side of Red Bug Lake Rd, east of Mikler Rd**Project Manager:** Kaitlyn Apgar (407) 665-7377
(kapgar@seminolecountyfl.gov)**Parcel ID:** 19-21-31-514-0000-0020**BCC District:** 1-Dallari**Applicant:** Bob Fields (407) 245-4577**Consultant:** Janie Schaumburg (847) 219-1513**Attachments:** [APPLICATION](#)
[COMMENTS](#)**MAGIC CITY BBQ - PRE-APPLICATION**[2026-0133](#)**Project Number:** 26-80000008**Project Description:** Proposed Special Exception for a home-based food service on 0.34 acres in the R-1 zoning district located on the northwest corner of W SR 426 and James Dr**Project Manager:** Annie Sillaway (407) 665-7936
(asillaway@seminolecountyfl.gov)**Parcel ID:** 29-21-31-501-0000-0010**BCC District:** 1-Dallari**Applicant:** Gloria White (407) 800-1115**Consultant:** N/A**Attachments:** [APPLICATION](#)
[COMMENTS](#)**LAMAR BILLBOARD - PRE-APPLICATION**[2026-0152](#)**Project Number:** 26-80000010**Project Description:** Proposed Site Plan for a billboard relocation on 2.54 acres in the A-1 zoning district located on the west side of I-4, east of Markham Woods Rd**Project Manager:** Annie Sillaway (407) 665-7936
(asillaway@seminolecountyfl.gov)**Parcel ID:** 24-20-29-300-0090-0000**BCC District:** 5-Herr**Applicant:** Rich Behrle (407) 808-9353**Consultant:** Kent Hipp (407) 843-8880**Attachments:** [APPLICATION](#)
[COMMENTS](#)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0150

Title:

9:00 AM (IN PERSON) SANLANDO - PRE-APPLICATION

Project Number: 26-80000009

Project Description: Proposed Subdivision for 22 single family residential lots on 9.37 acres in the PD zoning district located on the south side of Hidden Woods Cv, west of Virginia Ave

Project Manager: Kaitlyn Apgar (407) 665-7377 (kaggar@seminolecountyfl.gov)

Parcel ID: 11-21-29-300-0040-0000

BCC District: 3-Constantine

Applicant: Maleia Smiferguso (407) 661-4710

Consultant: Eden Cooke (407) 605-5616



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
(407) 665-7371 EPLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: 26-8000009
 Received: 1/27/26
 Paid: 1/28/26

PRE-APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICATION FEE

<input checked="" type="checkbox"/> PRE-APPLICATION	\$50.00
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PROJECT

PROJECT NAME: Sanlando	
PARCEL ID #(S): 11-21-29-300-0040-0000	
TOTAL ACREAGE: +/- 9.42 acres	BCC DISTRICT: 3
ZONING: Planned Development	FUTURE LAND USE: Low Density Residential

APPLICANT

NAME: Maleia Smiferguso, E.I.	COMPANY: Pulte Group
ADDRESS: 4901 Vineland Road Suite 500	
CITY: Orlando	STATE: FL ZIP: 32811
PHONE: 407-661-4710	EMAIL: [REDACTED]

CONSULTANT

NAME: Eden Cooke, AICP	COMPANY: LevelUp Consulting, LLC
ADDRESS: 3101 Maguire Blvd Suite 265	
CITY: Orlando	STATE: FL ZIP:
PHONE: 407-605-5616 ext. 205	EMAIL: [REDACTED]

PROPOSED DEVELOPMENT (CHECK ALL THAT APPLY)

<input checked="" type="checkbox"/> SUBDIVISION	<input type="checkbox"/> LAND USE AMENDMENT	<input type="checkbox"/> REZONE	<input type="checkbox"/> SITE PLAN	<input type="checkbox"/> SPECIAL EXCEPTION
Description of proposed development: <u>Development of up to 22 single-family detached homes.</u>				

STAFF USE ONLY

COMMENTS DUE: 2/6	COM DOC DUE: 2/12	DRC MEETING: 2/18
<input type="checkbox"/> PROPERTY APPRAISER SHEET <input type="checkbox"/> PRIOR REVIEWS:		
ZONING: PD	FLU: LDR	LOCATION: on the south side of Hidden Woods Cv, west of Virginia Ave
W/S: Seminole County	BCC: 3: Constantine	

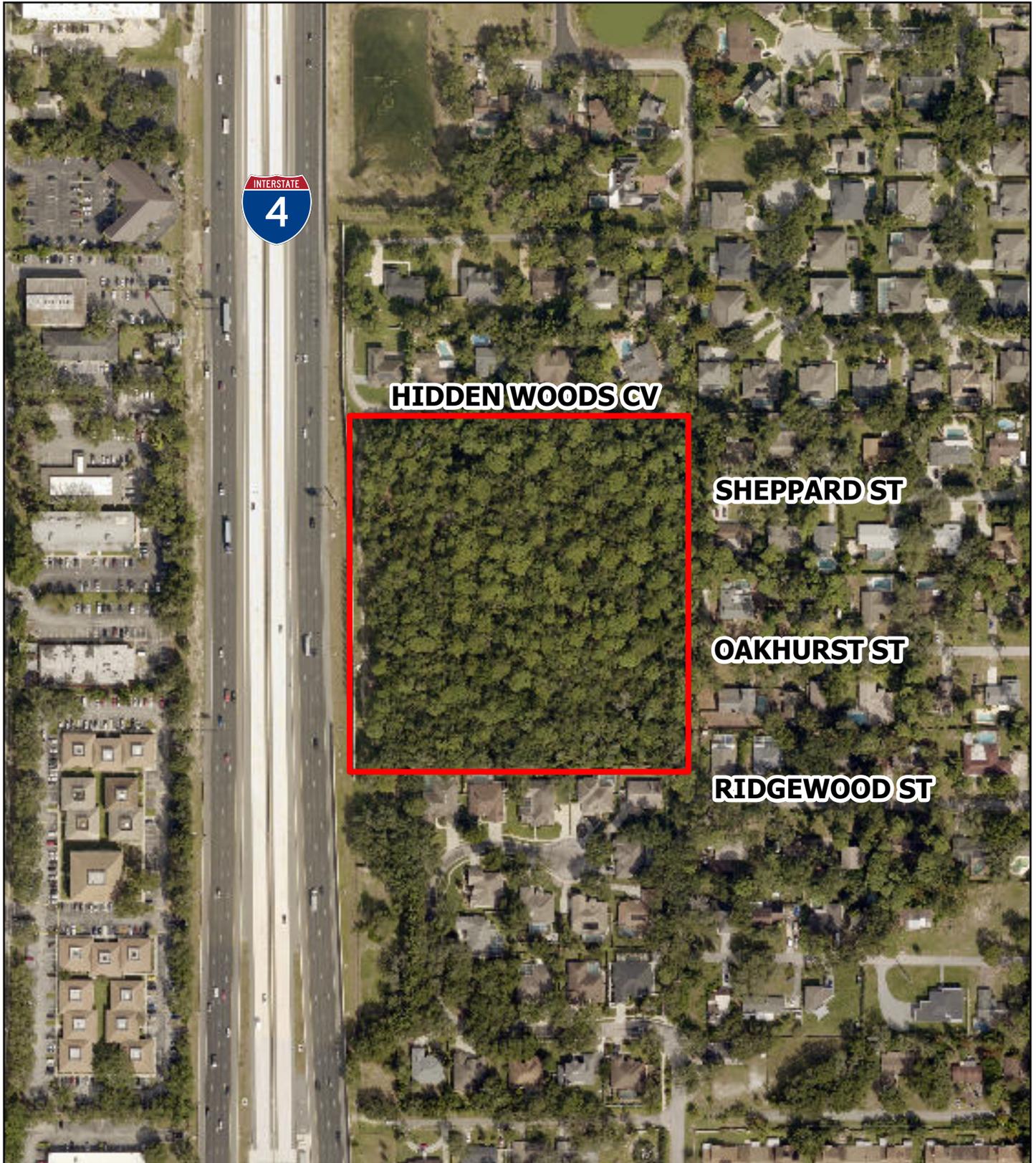
Agenda: 2/13



Sanlando Pre-Application Narrative

The Sanlando project is proposing a development of up to 22 single-family detached homes on +/-9.42-acres (Parcel: 11-21-29-300-0040-0000) with a density of +/- 2.4 dwelling units per net buildable acre in Seminole County. The site is located east of I-4, south of Hidden Woods Cove, and west of Virginia Avenue. The Future Land Use designation is Low Density Residential (LDR), and the zoning is the Hidden Woods Reserve Planned Development (PD). Directly adjacent to the north, east, and south are all single-family homes ranging from 60 to 100-foot-wide lots. The proposed project is consistent and compatible with the surrounding area and its uses.

The project site is currently vacant, and access is proposed via a connection to Oakhurst Street. A 25-foot ROW dedication to Seminole County is proposed along the northern boundary, and 10-foot landscape buffer tracts are to be provided along the northern, eastern, and southern boundaries. The site will include 22 single-family lots ranging from +/- 8,400 square feet to +/- 14,800 square feet. The perimeter lots will be a minimum of 10,800 square feet. A minimum of 15% open space will be provided and will include walking trails and a pavilion.



HIDDEN WOODS CV

SHEPPARD ST

OAKHURST ST

RIDGEWOOD ST

LEGEND:

 PROJECT SITE



State of Florida, Vantor

LEVELUP CONSULTING, LLC



505 E JACKSON ST.
SUITE 200
TAMPA, FL 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

PROJECT NAME:

SANLANDO

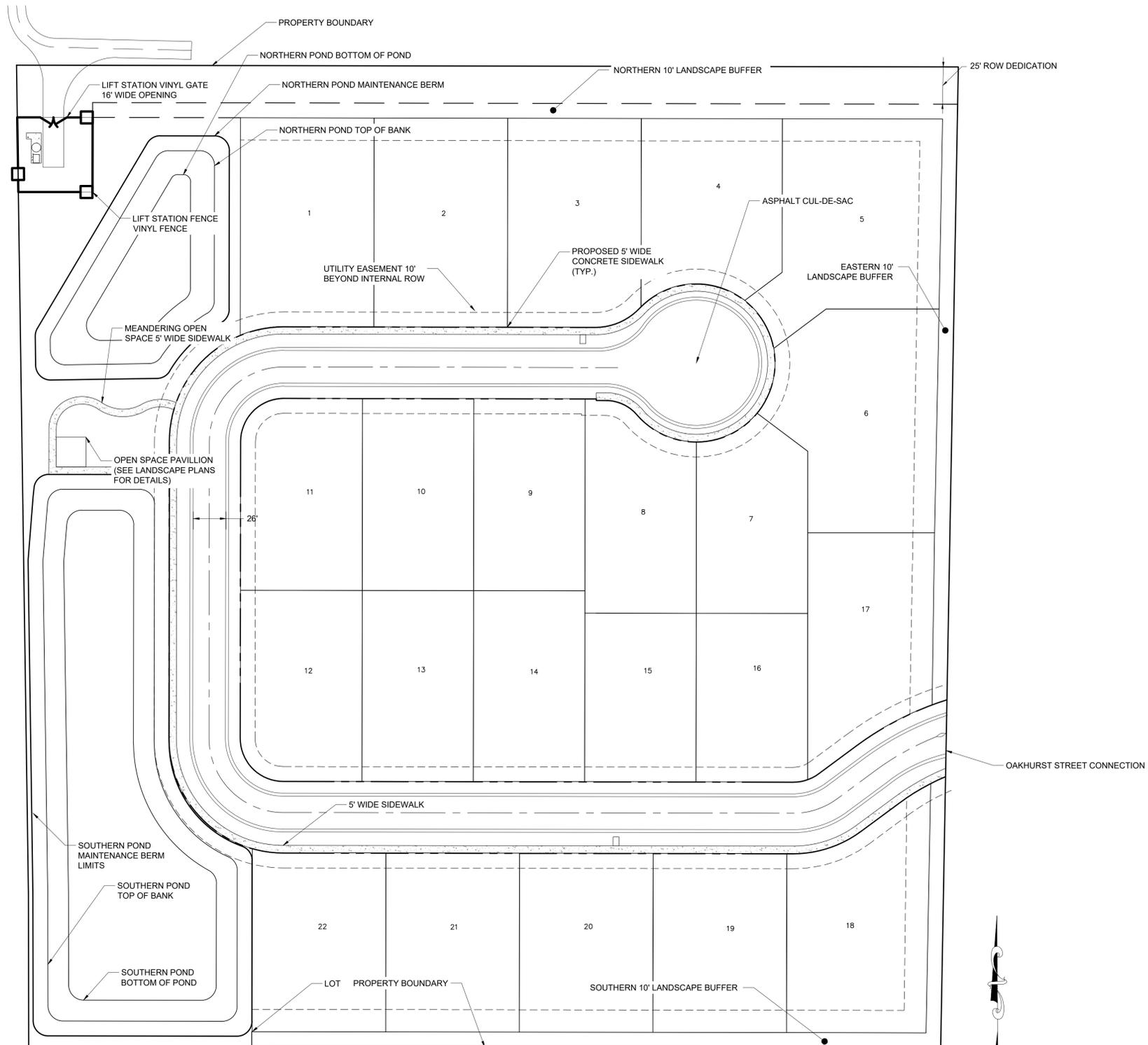
MAP TITLE:

EXISTING CONDITIONS

PREPARED FOR:

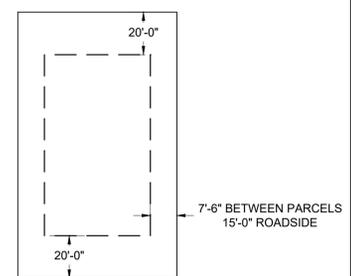
PULTE GROUP

1/27/2026 6



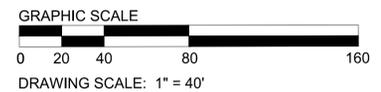
LEGEND	
—	PROPERTY LINE
- - - -	UTILITY EASEMENT
- - - -	DRAINAGE EASEMENT
- - - -	ROW
- - - -	LANDSCAPE BUFFER

SITE DATA	
TOTAL AREA	= 9.42 ACRES
WETLANDS	= 0 ACRES
ROW DEDICATION	= 0.37 AC
NET DEVELOPABLE ACREAGE	= 9.05 ACRES
PROPOSED DEVELOPMENT	= SINGLE FAMILY RESIDENTIAL
PARCEL ID	= 11-21-29-300-0040-0000
CURRENT ZONING	= PD
CURRENT FLU	= LDR
MINIMUM LOT SIZE	= 70 X 115 FT (INTERNAL)
	= 90 X 120 FT (LOTS ADJ TO NORTH AND SOUTH PERIMETER)
PROPOSED LOTS	= 22 LOTS
PROPOSED DENSITY	= 2.4 UNITS / ACRE
MINIMUM LOT AREA	= 8,050 SF (INTERIOR)
	= 10,800 SF (LOTS ADJ TO NORTH AND SOUTH PERIMETER)
LOT SIDE SETBACKS	= 7.5 FT
LOT FRONT SETBACK	= 20 FT
LOT REAR SETBACK	= 20 FT
STREET SIDE SETBACK	= 15 FT
MAX BLDG HEIGHT	= 35 FT (2 STORIES)



2 TYPICAL LOT
C5.0 SEE GRAPHIC SCALE

1 SITE PLAN
C5.0 SEE GRAPHIC SCALE



LEVELUP CONSULTING, LLC

505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

CONSTRUCTION PLAN REVISIONS

SANLANDO
CLIENT: PULTE GROUP
SITE PLAN

Engineering Business Certificate of Authorization No. 32771
Florida Certificate of Authorization No. LC26909633

PROJECT No. 25137-01
SHEET

T:\Projects\25137-01_Sanlando\Drawings\Conceptual\Current\Plan\Site_Plan.dwg
1/27/2024 11:46:55 AM PLOTTED BY: rick.park

Property Record Card



Parcel: **11-21-29-300-0040-0000**
 Property Address:
 Owners: **AGJO FAMILY TRUST**
 2026 Market Value \$1,077,320 Assessed Value \$793,581 Taxable Value \$793,581
 2025 Tax Bill \$11,736.57 Tax Savings with Non-Hx Cap \$3,000.09
 Pud Under Development property has a lot size of 9.37 Acres

Parcel Location



Site View

Parcel Information

Parcel	11-21-29-300-0040-0000
Property Address	
Mailing Address	350 BUSH RD STE 218 JUPITER, FL 33458-5694
Subdivision	
Tax District	01:County Tax District
DOR Use Code	0005:Pud Under Development
Exemptions	None
AG Classification	No

Value Summary

Valuation Method	2026 Working Values	2025 Certified Values
	Cost/Market	Cost/Market
Depreciated Building Value	\$0	\$0
Land Value (Market)	\$1,077,320	\$1,077,320
Just/Market Value	\$1,077,320	\$1,077,320
Save Our Homes Adjustment/Maximum Portability	\$0	\$0
P&G Adjustment	\$0	\$0

2025 Certified Tax Summary

Tax Amount w/o Exemptions	\$14,736.66
Tax Bill Amount	\$11,736.57
Tax Savings with Exemptions	\$3,000.09

Owner(s)

Name - Ownership Type
 AGJO FAMILY TRUST

Note: Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 11 TWP 21S RGE 29E
NE 1/4 OF SE 1/4 OF NW 1/4
E OF ST RD 400 (LESS RD)

Taxes

Taxing Authority	Assessed	Exempt Amount	Taxable
COUNTY GENERAL FUND	\$793,581	\$0	\$793,581
Schools	\$1,077,320	\$0	\$1,077,320
FIRE	\$793,581	\$0	\$793,581
ROAD DISTRICT	\$793,581	\$0	\$793,581
SJWM(Saint Johns Water Management)	\$793,581	\$0	\$793,581

Sales

Deed Type	Date	Sale Amount	Book / Page	Sale Type	Qualified?
WARRANTY DEED	12/1/2001	\$100	04278/0380	Vacant	No

Land

Units	Rate	Assessed	Market
9.37 Acres	\$115,000/Acre	\$1,077,320	\$1,077,320

Building Information

#	
Use	
Year Built*	
Bed	
Bath	
Fixtures	
Base Area (ft ²)	
Total Area (ft ²)	
Constuction	
Replacement Cost	
Assessed	

Building

* Year Built = Actual / Effective

Permits

Permit #	Description	Value	CO Date	Permit Date
04041	FENCE/WALL; PAD PER PERMIT 950 RAYMOND AVE	\$1,000		4/1/2003

Extra Features

Description	Year Built	Units	Cost	Assessed
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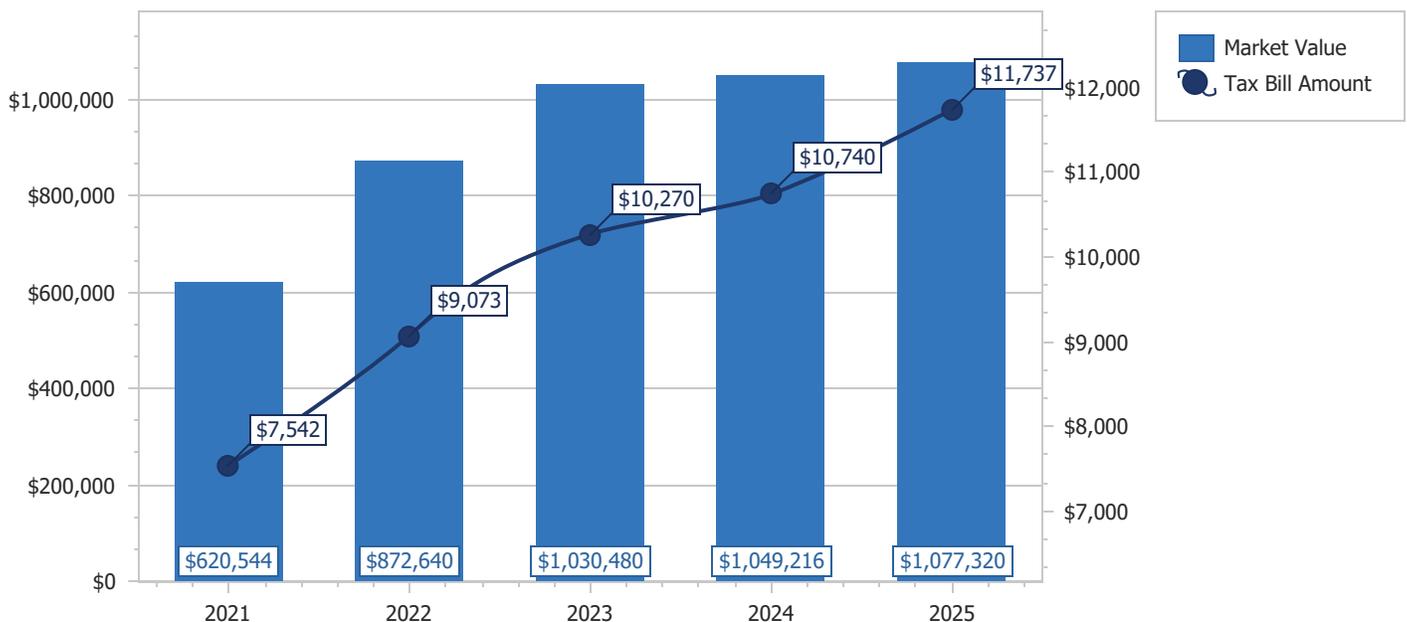
Zoning	
Zoning	PD
Description	Planned Development
Future Land Use	LDR
Description	Low Density Residential

School Districts	
Elementary	Altamonte
Middle	Milwee
High	Lyman

Political Representation	
Commissioner	District 3 - Lee Constantine
US Congress	District 7 - Cory Mills
State House	District 38 - David Smith
State Senate	District 10 - Jason Brodeur
Voting Precinct	Precinct 43

Utilities	
Fire Station #	Station: 11 Zone: 114
Power Company	DUKE
Phone (Analog)	CENTURY LINK
Water	Seminole County Utilities
Sewage	
Garbage Pickup	
Recycle	
Yard Waste	
Hauler #	

Property Value History



SEMINOLE COUNTY GOVERNMENT
 1101 EAST FIRST STREET, WEST WING
 SANFORD, FLORIDA 32771

The DRC Agenda can be found [here](#).

PROJECT NAME:	SANLANDO - PRE-APPLICATION	PROJ #: 26-8000009
APPLICATION FOR:	DR - PRE-APPLICATION DRC	
APPLICATION DATE:	1/28/26	
RELATED NAMES:	EP EDEN COOKE	
PROJECT MANAGER:	KAITLYN APGAR (407) 665-7377	
PARCEL ID NO.:	11-21-29-300-0040-0000	
PROJECT DESCRIPTION	PROPOSED SUBDIVISION FOR 22 SINGLE FAMILY RESIDENTIAL LOTS ON 9.37 ACRES IN THE PD ZONING DISTRICT LOCATED ON THE SOUTH SIDE OF HIDDEN WOODS CV, WEST OF VIRGINIA AVE	
NO OF ACRES	9.37	
BCC DISTRICT	Lee Constantine	
CURRENT ZONING	PD	
LOCATION	ON THE SOUTH SIDE OF HIDDEN WOODS CV, WEST OF VIRGINIA AVE	
FUTURE LAND USE-	LDR	
SEWER UTILITY	NA	
WATER UTILITY	SEMINOLE COUNTY UTILITIES	
APPLICANT:	CONSULTANT:	
MALEIA SMIFERGUSO PULTE GROUP 4901 VINELAND RD STE 500 ORLANDO FL 32811 (407) 661-4710 [REDACTED]	EDEN COOKE LEVELUP CONSULTING LLC 3101 MAGUIRE BLVD STE 265 ORLANDO FL 32803 (407) 605-5616 [REDACTED]	

Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time-to-time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review.

The development project review will be completed utilizing Electronic Plan Review (ePlan). For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide that can be found [here](#).

AGENCY/DEPARTMENT COMMENTS

	REVIEWED BY	TYPE	STATUS
1.	Buffers and CPTED	The landscape and buffer criteria per DCA #22-20500017 for the Hidden Woods Reserve PD are as follows: North: ten (10) foot wide landscape buffer with an opacity rating of 0.1 and 0.95 plant units per 100 linear feet South: ten (10) foot wide landscape buffer with an opacity rating of 0.1 and 0.95 plant units per 100 linear feet East: ten (10) foot wide landscape buffer with an opacity rating of 0.1 and 0.95 plant units per 100 linear feet West: no buffer required	Info Only
2.	Buffers and CPTED	There are four plant unit group types to choose from, that is at the Applicants discretion; however, if there are overhead power lines then Plant Group C is required. The groups are located at the following link https://library.municode.com/fl/seminole_county/codes/land_development_code?nodeId=SECOLADECO_CH30ZORE_PT14LASCBUOPSP_S30.14.3BU	Info Only
3.	Buffers and CPTED	100 percent of landscaped areas are required to be irrigated. See the following link for requirements https://library.municode.com/fl/seminole_county/codes/land_development_code?nodeId=SECOLADECO_CH30ZORE_PT14LASCBUOPSP_S30.14.18LA_PLIRPLSURE	Info Only
4.	Building Division	- Standard building permitting will apply for each structure. - Each separate building, and/ or structure will require a separate permit. Example: each SFR, stand-alone structure, pavilion, signage, gate/ fence systems, retaining walls, lift station, etc...	Info Only
5.	Building Division	- Path through neighborhood, to and from open space area must be compliant with the Florida Accessibility Code.	Info Only
6.	Comprehensive Planning	Please note DCA #22-20500017 for the Hidden Woods Reserve PD	Info Only
7.	Comprehensive Planning	Site has a Future Land Use of LDR (Low Density Residential) and a maximum density of four dwelling units per net buildable acre. Based on this, the proposed plan appears consistent with the LDR Future Land Use with a proposed density of less than 4 DU/Acre.	Info Only
8.	Environmental Services	This development is within Seminole County's potable water service area and will be required to connect. The nearest connection point is an 8" PVC potable water main running along the east side of Raymond Ave (paper road).	Info Only
9.	Environmental Services	This development is within Seminole County's sanitary sewer service area but since gravity sewer is not readily available, this development is not required to connect. The nearest connection point is an 8" PVC gravity sewer main/manhole near the intersection of Raymond Ave and Raymond Oaks	Info Only

		Ct. The developer would have to build a force main from this development to this manhole and build a public pump station. Be advised that the gravity sewer connection point is an interconnect with the City of Altamonte Springs and requires the County to update its interlocal agreement with the City for approval of additional sewer flow from this development.	
10.	Environmental Services	This development is not within any reclaim irrigation service areas so irrigation will be provided by this development's potable water system or by an alternative irrigation source such as an irrigation well.	Info Only
11.	Environmental Services	If you would like to see a utility GIS map of the area, please submit a request form by following the provided link: https://www.seminolecountyfl.gov/departments-services/utilities/utilities-engineering/utility-gis-information.stml . This page can also be navigated to from our official website via Departments and Services -> Utilities -> Utilities Engineering -> Utility GIS Information. Once there, there will be a bold CLICK HERE in blue near the center of the page. A request form will be sent out to our department inbox for review, and we'll get back to you with a response as soon as we can. This is for the purpose of tracking the release of sensitive utility GIS map information.	Info Only
12.	Natural Resources	Specimen tree: Live oak, magnolia, bald cypress and longleaf pine trees twenty-four (24) inches DBH or greater. SCLDC Chapter 2	Info Only
13.	Natural Resources	Historic tree: Any live oak, bald cypress, or longleaf pine thirty-six (36) inches or greater DBH that is determined by Seminole County to be of such unique and intrinsic value to the general public because of its size, age, historic association or ecological value as to justify this classification. Prior to removal of any live oak, bald cypress, or longleaf pine thirty-six (36) inches or greater DBH, a report from a certified arborist must be submitted detailing the condition of the tree, if the condition of tree has a rating over 3 or above, the tree must be inspected by the Natural Resource Officer prior to removal. Any tree designated a Florida State Champion shall likewise be within this definition.	Info Only
14.	Natural Resources	Please provide a sealed or certified tree survey prepared by a professional surveyor, completed within the past 2 years. Show the location, DBH, common name, and, if applicable, indicate specimen tree status of all protected and preserved trees. SCLDC 60.10(b)(1)	Info Only
15.	Natural Resources	Dead or declining trees, as determined by a certified arborist, are exempt from arbor regulations. SCLDC 60.4(f)	Info Only

16.	Natural Resources	Trees less than six (6) inches DBH and palm trees are exempt from arbor regulations. SCLDC 60.4(h)	Info Only
17.	Natural Resources	Impervious surfaces placed beneath the drip line of any preserved tree shall not exceed forty (40) percent of the drip-line area and shall not be placed closer than six feet from the trunk of any such trees without prior approval from the Development Services Director, or designee. SCLDC 60.8(f)	Info Only
18.	Natural Resources	All preserved trees shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided, if necessary, to maintain the natural existing soil level of at least seventy-five (75) percent of the drip line. SCLDC 60.8(g)	Info Only
19.	Natural Resources	Reasonable efforts should be made to preserve specimen trees. A permit to remove a specimen tree shall be granted when one or more of the following items do not allow for reasonable options to preserve the tree(s): Grading and drainage requirements within the drip line of canopy trees; The construction of a building; The installation of required utilities; or Access to and immediately around proposed structures. SCLDC 60.9(c)	Info Only
20.	Natural Resources	Replacement of non-specimen trees shall be based on a one-to-one ratio of the cumulative DBH of the trees to be removed to the cumulative caliper of the trees to be installed. Specimen trees shall be replaced on a two-to-one ratio of the cumulative caliper of the trees to be installed to the cumulative DBH of the trees removed. SCLDC 60.9(d)(1)	Info Only
21.	Natural Resources	No applicant may be required to replace more than ninety caliper inches per acre (prorated for fractional acres) for each development approval or permit, as the case may be, upon demonstration that the applicant has avoided the removal of protected trees to the maximum extent practicable. SCLDC 60.9(d)(1)	Info Only
22.	Natural Resources	The cumulative DBH of specimen trees preserved on site shall count two (2) to one (1) toward meeting the total replacement requirement. SCLDC 60.9(d)(6a) The cumulative DBH of protected non-specimen trees preserved on site shall count one (1) to one (1) toward meeting the total replacement requirement.	Info Only
23.	Natural Resources	In the case of a subdivision development, an application for an arbor permit shall accompany the preliminary subdivision plan of said subdivision and shall be submitted to the Development Review Division for review. SCLDC 60.10(a)(1)	Info Only
24.	Natural Resources	In the case of any development which requires site plan approval by the Planning and Zoning Commission, the Board of County Commissioners, or both; permits for removal, relocation or replacement of trees covered under this Chapter 60 shall be obtained by making application at the time of site plan submittal. SCLDC 60.10(a)(2)	Info Only

25.	Natural Resources	The review may include, but need not be limited to, a field check of the site and referral of the application for recommendations to other appropriate administrative departments or agencies. SCLDC 60.10(d)	Info Only
26.	Natural Resources	The proposed development is within the Aquifer Recharge Overlay Zoning Classification. Please see SCLDC 30.10.1 for regulations pertaining to this overlay.	Info Only
27.	Natural Resources	Aquifer recharge: The maximum area covered by structures and impervious surface shall not exceed sixty-five (65) percent for non-residential uses and sixty (60) percent for residential uses of the total land area. Pervious areas may be used to satisfy landscaping, setback, buffer strip, drain field and passive recreation area requirements or any other purpose not requiring covering with a material which prevents infiltration of water into the ground. SCLDC 30.10.1.7	Info Only
28.	Natural Resources	Aquifer recharge: Reasonable efforts shall be made in the design and construction of all site improvements and alterations to save existing trees and native vegetation. Existing native vegetation that is specified to remain shall be preserved in its entirety with all trees, understory and ground cover left intact. Every effort shall be made to minimize alteration of the existing topography to preserve existing vegetation and maintain natural flow regimes. SCLDC 30.10.1.6(a)(3)	Info Only
29.	Natural Resources	Aquifer recharge: Each parcel shall be developed to maximize the infiltration of natural rainfall into the soil and to minimize direct overland runoff into adjoining streets and watercourses. Stormwater runoff from roofs and other impervious surfaces should be diverted into swales or terraces on the parcel when possible. Runoff from driveways, roofs or other impervious areas should be diverted so as to flow over grassed areas prior to flowing into any drainage system whenever possible. SCLDC 30.10.1.7	Info Only
30.	Natural Resources	The proposed development is within the Wekiva Study Area. Please see SCLDC 30.10.5.14 for regulations pertaining to this area.	Info Only
31.	Natural Resources	WSA: A clearing and construction setback of a minimum of fifty (50) feet from karst features is required. Clearing within the setback to stimulate canopy growth is permitted. Routine maintenance shall be permitted within the fifty (50) foot setback, outside of the natural buffer. Routine maintenance is limited to mowing of grass, and removal of underbrush and dead trees. SCLDC 30.10.5.14(a)(1)	Info Only
32.	Natural Resources	According to County maps, karst features may be present on the subject parcel. Submit a geotechnical evaluation for karst feature potential.	Info Only

33.	Natural Resources	WSA: A minimum twenty-five (25) feet, average fifty (50) feet upland buffer, in the aggregate, within the development site, adjacent to karst features is required. Buffers shall remain natural and undisturbed. SCLDC 30.10.5.14(a)(2)	Info Only
34.	Natural Resources	WSA: Karst features, and the required natural buffer, shall be placed in a conservation easement pursuant to subsection 30.10.5.14(e).	Info Only
35.	Natural Resources	Based on preliminary analysis, there may be endangered and threatened wildlife on the subject property. A threatened and endangered study along with a species of special concern survey will be required prior to final engineering or site plan approval. SCLDC 45.1(a)	Info Only
36.	Planning and Development	INFORMATIONAL: County staff has reviewed the subject project based on the information you have provided to us and have compiled the following information for your use. Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time to time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review. Seminole County Land Development Code: http://www.seminolecountyfl.gov/guide/codes.asp Seminole County Planning & Development: http://www.seminolecountyfl.gov/gm/	Info Only
37.	Planning and Development	This property is within the Hiddenwoods Reserve PD and shall be developed in accordance with the approved PD Developer's Commitment Agreement (DCA #22-20500017) and Development Order (DO# 21-20500008).	Info Only
38.	Planning and Development	A Final Development Plan (FDP) and Preliminary Subdivision Plan (PSP) have already been submitted and approved for this project. If the proposed project is to remain consistent with those plans, then the next steps would be to pursue Final Engineering and Final Plat. The Final Plat cannot be approved until the Final Engineering is complete.	Info Only
39.	Planning and Development	Any proposed deviation from the approved PD would warrant an amendment to the PD. Please see SCLDC Sec. 30.8.5.8- PD revisions. for more information about what constitutes a minor versus a major revisions. Major amendments follow the same processes as PD Rezones in which new MDP, DO, and public hearings are required.	Info Only
40.	Planning and Development	Pease note, per SCLDC Sec. 30.8.5.9, if substantial development, as determined by the Development Services Director, has not begun within eight (8) years after approval of the master development	Info Only

		plan, the approval of the planned development will be considered expired and will be required to pursue the rezoning process again in order to reestablish zoning entitlements to the property.	
41.	Planning and Development	At the time of Final Plat submittal, an approved School Concurrency "SCALD" letter will be required before concurrency will be approved. All questions on School Concurrency should be directed to Joy Ford at 407-320-0560 or jford@scps.k12.fl.us.	Info Only
42.	Planning and Development	Per DO #21-20500008 the following are building setbacks: Front yard- twenty (20) feet Side yard- seven and one half (7.5) feet Side street- fifteen (15) feet Rear yard- twenty (20) feet	Info Only
43.	Planning and Development	Per DO# 21-20500008 the following lot dimensions apply: Internal lots: Minimum width at building line- seventy (70) feet Minimum lot size- 8,050 sq. ft. North and South perimeter lots: Minimum width at building line- ninety (90) feet Minimum lot size- 10,800 sq. ft.	Info Only
44.	Planning and Development	Maximum building height is thirty-five (35) feet.	Info Only
45.	Planning and Development	The proposed plan is consistent with the maximum of twenty-two (22) units for an overall density of 2.4 du/net buildable acre in accordance with the approved DO and DCA.	Info Only
46.	Planning and Development	Any deviation from the DCA may constitute a PD revision, dependent upon the nature of the change. Please review the land use breakdowns in order to determine plan consistency. Both the approved DO and DCA have been placed in the resource folder in eplan for your reference.	Info Only
47.	Planning and Development	Open space provided per the approved DCA is 1.87 acres, which is inclusive of the stormwater pond and landscape buffers as permitted in the DO/DCA.	Info Only
48.	Planning and Development	Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria: (1)The pond shall be sodded or dressed with equivalent ground cover. (2)The pond shall have no greater than a 4:1 slope with no fencing. (3)The pond shall have a curvilinear shape simulating a natural water body. (4)Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect. (5)For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation. (6)For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee. (7)The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include	Info Only

		other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds, a littoral zone with plantings is required. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. The pond and/or adjacent area shall include a minimum of two of the following features: a. Fountain b. Stabilized walking path c. Exercise equipment d. Benches for seating e. Tot lot or mini-park	
49.	Planning and Development	A minimum of fifteen (15) percent open space is required.	Info Only
50.	Planning and Development	The developer is required to dedicate twenty-five (25) feet of additional right-of-way to Seminole County along the north property boundary adjacent to Hidden Woods Cove.	Info Only
51.	Public Safety - Fire Marshal	Type of use and size of building may require fire sprinklers and fire alarms.	Info Only
52.	Public Safety - Fire Marshal	Adequate water supply with fire flow calculations for fire protection (hydrants) shall be provided per section 18.3 and 18.4 of NFPA 1.	Info Only
53.	Public Safety - Fire Marshal	Fire department access road shall have an unobstructed width of not less than 20 ft in accordance with the specifications of NFPA 1, Section 18.2.3.5.1.1	Info Only
54.	Public Safety - Fire Marshal	"All the following items shall be acknowledged and added to the site plan sheets as note: 1.Fire department access roads provided at the start of a project and shall be maintained throughout construction. (NFPA 1, 16.1.4). 2.A second entrance/exit might be required per AHJ if the response time for emergency is exceeded per NFPA 1, Section 18.2.3.3 Multiple Access Roads. 3.A water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material accumulates. This applies to both commercial and residential developments. (NFPA 1, 16.4.3.1). 4.Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to construction work. (NFPA 1, 16.4.3.1.3). 5.Fire flow testing shall be performed in accordance with NFPA 291, recommended practice for fire flow testing. 6.A 36 in. clear space shall be maintained around the circumference of fire hydrants and a clear space of not less than 60 in. (1524 mm) shall be provided in front of each hydrant connection having a diameter greater than 2 1/2 in. NFPA 1, 18.5.7. 7.Hydrant shall be marked with a blue reflector in the roadway in accordance with NFPA 1, chapter 18.5.10. 8.Access to gated Subdivisions or Developments shall provide Fire Department access through an approved SOS and Seminole County Knox Key Switch. NFPA 1, 18.2.2.2"	Info Only

55.	Public Safety - Fire Marshal	1. Parking Restrictions: i. Access roadway widths less than 27 paved feet must have fire lane markings on a minimum of one side of the roadway. Parking is not allowed on at least one side of the street. ii. Parking is not allowed within 20 feet on either side of any fire hydrant (Detail FD-1 located at the end of Chapter 3 of this manual). iii. Parking is not permitted within any cul-de-sac(s) or dead-end(s).	Info Only
56.	Public Works - Engineering	Based on FEMA FIRM Map the site does not appear to lie in the floodplain.	Info Only
57.	Public Works - Engineering	The proposed project is located within the Little Wekiva drainage basin.	Info Only
58.	Public Works - Engineering	Based on SCS Soil Survey GIS overlays, the site generally has Type 'A' class soils.	Info Only
59.	Public Works - Engineering	Based on preliminary review, the site is considered to be land locked and does not appear to have a viable outfall. The site will be required to hold water quality and retain the entire 100-year, 24-hour storm event onsite without discharge.	Info Only
60.	Public Works - Engineering	Based on 1 ft. contours, the topography of the site appears to slope west.	Info Only
61.	Public Works - Engineering	A detailed drainage analysis will be required at final engineering.	Info Only
62.	Public Works - Engineering	A permit from the St. John's River Water Management District or Florida Department of Environmental Protection is generally required for projects with more than 5,000 sq. ft. of new impervious or 4,000 sq. ft. of new building for a total of 9,000 sq. ft. of new impervious surface. For more information see www.sjrwmd.com .	Info Only
63.	Public Works - Engineering	A National Pollutant Discharge Elimination System (NPDES) Permit is required for all projects that disturb greater than one acre.	Info Only
64.	Public Works - Engineering	ROADWAY CONDITIONS: The property is adjacent and connects to Oakhurst St. which is classified as local County road. The roadway geometry does not meet current County standards. It will need to be brought up to current County standards.	Info Only
65.	Public Works - Engineering	Dedication of additional right-of-way might be required prior to plan approval to facilitate the required improvements. This would include potential addition of sidewalk, drainage and FDOT "Florida Greenbook" clear zone requirements.	Info Only
66.	Public Works - Engineering	Sidewalks shall be required in accordance with the code. At final engineering approval a note to the plans that states "Any sidewalk less than 5' wide (6' along arterial or collector roads) or any broken sidewalk within Seminole County ROW abutting property frontage will be brought into compliance with Seminole County regulations.	Info Only
67.	Public Works - Engineering	Per previous action by Board of County Commissioners and County's Engineering standards section 1.10.5., construction of sidewalks is required on all roadways providing access to a	Info Only

		development; and all other roadways adjacent and contiguous to a proposed development.	
68.	Public Works - Engineering	A minimum five (5) foot side yard drainage easement shall be required on all lots; air conditioning units, pool equipment, water softeners and similar facilities shall not be permitted within the drainage easements	Info Only
69.	Public Works - Engineering	If an outfall to the FDOT drainage system located along I-4 is contemplated, a FDOT drainage permit will be required prior to construction.	Info Only
70.	Public Works - Impact Analysis	No Review Required. Trip Generation << than 50 Peak VPH threshold.	Info Only

DEPARTMENT PROJECT STATUS AND CONTACT

This section shows the reviewers of this project from the various departments.

Department	Reviewer	Email	Contact
Buffers and CPTED	Kaitlyn Apgar	kapgar@seminolecountyfl.gov	407-665-7377
Building Division	Phil Kersey	pkersey@seminolecountyfl.gov	407-665-7460
Comprehensive Planning	David German	dgerman@seminolecountyfl.gov	407-665-7386
Environmental - Impact Analysis	Becky Noggle	bnoggle@seminolecountyfl.gov	407-665-2143
Environmental Services	James Van Alstine	jvanalstine@seminolecountyfl.gov	407-665-2014
Natural Resources	Sarah Harttung	sharttung@seminolecountyfl.gov	407-665-7391
Planning and Development	Kaitlyn Apgar	kapgar@seminolecountyfl.gov	407-665-7377
Public Safety - Fire Marshal	Matthew Maywald	mmaywald@seminolecountyfl.gov	407-665-5177
Public Works - Engineering	Jim Potter	jpotter@seminolecountyfl.gov	407-665-5764
Public Works - Impact Analysis	Arturo Perez	Aperez07@seminolecountyfl.gov	407-665-5716

RESOURCE INFORMATION

Seminole County Land Development Code:

https://library.municode.com/fl/seminole_county/codes/land_development_code

Seminole County Comprehensive Plan:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/comprehensive-plan/index.stml>

Development Services:

<http://www.seminolecountyfl.gov/departments-services/development-services/>

Seminole County Property Appraiser Maps:

<https://map.scpafl.org/>

Seminole County Wetland Information:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/forms-applications-resources/wetl-dock-information.stml>

Wekiva Consistency form:

<https://www.seminolecountyfl.gov/docs/default-source/pdf/WekivaRiverAreaConsistencyFormNovember2024ADA.pdf>

FEMA LOMR (Letter of Map Revision):

www.fema.gov

Cities:

Altamonte Springs	(407) 571-8150	www.altamonte.org
Casselberry	(407) 262-7751	www.casselberry.org
Lake Mary	(407) 585-1369	www.lakemaryfl.com
Longwood	(407) 260-3462	www.longwoodfl.org
Oviedo	(407) 971-5775	www.cityofoviedo.net
Sanford	(407) 688-5140	www.sanfordfl.gov
Winter Springs	(407) 327-5963	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT		www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800	www.sjrwmd.com
Health Department	Septic	(407) 665-3605	www.floridahealth.gov

Other Resources:

Flood Prone Areas www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas www.seminole.wateratlas.usf.edu



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0132

Title:

OLIVE GARDEN - SITE PLAN

Project Number: 26-06000004

Project Description: Proposed Site Plan to demolish existing building and construct a new restaurant on 1.79 acres located on the south side of Red Bug Lake Rd, east of Mikler Rd

Project Manager: Kaitlyn Apgar (407) 665-7377 (kapgar@seminolecountyfl.gov)

Parcel ID: 19-21-31-514-0000-0020

BCC District: 1-Dallari

Applicant: Bob Fields (407) 245-4577

Consultant: Janie Schaumburg (847) 219-1513



SEMINOLE COUNTY
 PLANNING & DEVELOPMENT DIVISION
 1101 EAST FIRST STREET, ROOM 2028
 SANFORD, FLORIDA 32771
 (407) 665-7371 EPLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: 26-06000004
 RECEIVED AND PAID 01/12/2026

SITE PLAN/DREDGE & FILL

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

APPLICATION TYPES/FEES

<input type="checkbox"/> SMALL SITE PLAN (<2,500 SQUARE FEET IMPERVIOUS SURFACE AREA SUBJECT FOR REVIEW)	\$500.00
<input type="checkbox"/> RESTRIPING/RESURFACING PARKING (WITH NO CHANGES TO THE EXISTING LAYOUT)	
<input type="checkbox"/> FILL (≥100 CUBIC YARDS OF FILL AND/OR IN FLOOD PLAIN OR WETLAND PER SEC. 40.2)	\$500.00
<input type="checkbox"/> DREDGE AND FILL	\$750.00
<input checked="" type="checkbox"/> SITE PLAN (>2,500 SQUARE FEET IMPERVIOUS SURFACE AREA SUBJECT FOR REVIEW)	CALCULATED BELOW MAXIMUM \$9,000
<p>NEW BUILDING SQUARE FOOTAGE: <u>7828 sf</u> + NEW PAVEMENT SQUARE FOOTAGE: <u>43,016 sf</u> = TOTAL SQUARE FEET OF NEW IMPERVIOUS SURFACE AREA (ISA) SUBJECT FOR REVIEW: <u>50,844 sf</u></p> <p>(TOTAL NEW ISA <u>50,844</u> /1,000 = <u>50.84</u>) * x \$25 + \$2,500 = FEE DUE: <u>\$3771.00</u></p> <p><u>EXAMPLE:</u> 40,578 SF OF NEW ISA SUBJECT FOR REVIEW = 40,578/1,000 = <u>40.58*</u> x \$25 = <u>\$1,014.50</u> + \$2,500 = <u>\$3,514.50</u></p> <p>*ROUNDED TO 2 DECIMAL POINTS</p>	

PROJECT

PROJECT NAME: Olive Garden Red Bug Lake Road			
PARCEL ID #(S): 1921315140000020			
DESCRIPTION OF PROJECT: Demolition of current structure, erection of new structure			
EXISTING USE(S): Restaurant		PROPOSED USE(S): Restaurant	
ZONING: PD	FUTURE LAND USE: PD	TOTAL ACREAGE: 1.79 ac	BCC DISTRICT: District 1
WATER PROVIDER: Seminole County		SEWER PROVIDER: Seminole County	
ARE ANY TREES BEING REMOVED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (IF YES, ATTACH COMPLETED ARBOR APPLICATION)			
IF DREDGE & FILL OR FILL PERMIT, CUBIC YARDS OF FILL PROPOSED:			

APPLICANT		EPLAN PRIVILEGES: VIEW ONLY <input type="checkbox"/> UPLOAD <input checked="" type="checkbox"/> NONE <input type="checkbox"/>	
NAME: Bob Fields	COMPANY: Darden Restaurants		
ADDRESS: 1000 Darden Center Drive			
CITY: Orlando	STATE: Florida	ZIP: 32837	
PHONE: (407) 245-4577	EMAIL: [REDACTED]		

CONSULTANT		EPLAN PRIVILEGES: VIEW ONLY <input type="checkbox"/> UPLOAD <input checked="" type="checkbox"/> NONE <input type="checkbox"/>	
NAME: Janie Schaumburg	COMPANY: JSD Professional Services		
ADDRESS: 1400 East Touhy Ave			
CITY: Des Plaines	STATE: Illinois	ZIP: 60018	
PHONE: (847) 219-1513	EMAIL: [REDACTED]		

OWNER(S)		(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)	
NAME(S): Gorby Fountains Properties, LLC	Phyllis Gorby Kelley		
ADDRESS: 21550 Oxnard Street, Suite 1000			
CITY: Woodland Hills	STATE: California	ZIP: 91367	
PHONE: (949) 432-4504	EMAIL: [REDACTED]		

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)		
<input type="checkbox"/> I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. (Please attach a copy of the Certificate of Vesting or Test Notice.)		
<u>TYPE OF CERTIFICATE</u>	<u>CERTIFICATE NUMBER</u>	<u>DATE ISSUED</u>
VESTING:	_____	_____
TEST NOTICE:	_____	_____
<input checked="" type="checkbox"/> Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.		
<input type="checkbox"/> Not applicable		

I understand that the application for site plan review must include all required submittals as specified in Chapter 40, Part 4, of the Seminole County Land Development Code. Submission of incomplete plans may create delays in review and plan approval. **The review fee provides for two plan reviews. Additional reviews will require an additional fee.**

I hereby represent that I have the lawful right and authority to file this application.

Robert Fields Digitally signed by Robert Fields
DN: E=RFields@darden.com, CN=Robert Fields, OU=Users,
OU=RSC, DC=darden, DC=com
Location: Orlando, FL
Date: 2025.12.17 16:33:08-0500

SIGNATURE OF AUTHORIZED APPLICANT **DATE**

**SEMINOLE COUNTY
APPLICATION & AFFIDAVIT**

Ownership Disclosure Form

The owner of the real property associated with this application is a/an (check one):

GORBY FOUNTAINS PROPERTIES LLC

- Individual Corporation Land Trust
 Limited Liability Company Partnership Other (describe): _____

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME - <i>GG2, INC.</i>	TITLE OR OFFICE	ADDRESS	% OF INTEREST
<i>JANIS KUMMER</i>	<i>OFFICER/OWNER</i>	<i>c/o 2660 Townsgate Rd #130</i>	<i>50</i>
<i>PHYLLIS GORBY KELLEY</i>	<i>OFFICER/OWNER</i>	<i>c/o 2660 Townsgate Rd #130</i>	<i>50</i>

(Use additional sheets for more space)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above:

Trust Name: _____

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

<i>GORBY FOUNTAINS LP</i> NAME	ADDRESS	% OF INTEREST
<i>JANIS KUMMER</i>	<i>c/o 2660 Townsgate Rd #130</i>	<i>39.3</i>
<i>PHYLLIS GORBY KELLEY</i>	<i>c/o 2660 Townsgate Rd #130</i>	<i>39.3</i>
<i>LAURIE SHAPIRO</i>	<i>c/o 2660 Townsgate Rd #130</i>	<i>20</i>
<i>GG 2</i>	<i>c/o 2660 Townsgate Rd #130</i>	<i>1.4</i>

(Use additional sheets for more space)

5. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: Gorby Fountains Properties LLC

NAME	TITLE	ADDRESS	% OF INTEREST
CGZ	MANAGER	40 2660 Townsgate Rd #130	1.2
GORBY FOUNTAINS LP	Member	40 2660 Townsgate Rd #130	88.3

(Use additional sheets for more space)

6. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

Date of Contract: _____

Specify any contingency clause related to the outcome for consideration of the application: _____

7. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
8. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject Rezone, Future Land Use Amendment, Special Exception, or Variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein:

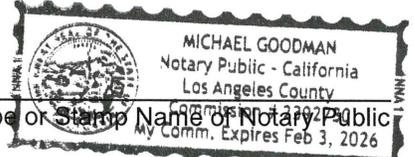
1-7-26
Date

Phyllis Gorby Kelley
Owner, Agent, Applicant Signature

STATE OF ~~FLORIDA~~ CALIFORNIA
COUNTY OF ~~SEMINOLE~~ VENTURA

Sworn to and subscribed before me by means of physical presence or online notarization, this 7th day of January, 2026, by Phyllis Gorby Kelley, who is personally known to me, or has produced _____ as identification.

Michael Goodman
Signature of Notary Public



OPERATING AGREEMENT
FOR
GORBY FOUNTAINS PROPERTIES, LLC

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, [PLEGGED, OR HYPOTHECATED] UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

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EXHIBITS:

- Exhibit A Form of Articles of Organization
- Exhibit B Member Information

**OPERATING AGREEMENT
FOR
GORBY FOUNTAINS PROPERTIES, LLC**

THIS OPERATING AGREEMENT ("Agreement") is entered into as of January 1, 2022, by the Persons signing this Agreement (referred to individually as a "Member" and collectively as the "Members").

A. The Initial Member formed a limited liability company ("Company") under the California Uniform Revised Limited Liability Company Act, on December 1, 2021, and as of December 31, 2021, assigned its Membership Interest to the Members.

B. The Members are entering into this Agreement in order to form and to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

**ARTICLE I
DEFINITIONS**

The terms used in this Agreement with their initial letters capitalized shall, unless the context otherwise requires, have the meanings specified in this Article I or, if not defined in this Article I, as defined elsewhere in this Agreement. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Act" means the Revised Uniform Limited Liability Company Act (California Corporations Code §§17701.01-1713.12), including amendments from time to time.

1.2 "Adjusted Capital Contributions" means, for each Member at any time, the excess, if any, of such Member's Capital Contributions over all prior distributions under Sections 4.13 and 4.14 below.

1.3 "Adjusted Capital Account Deficit" is defined in Section 4.3(a) below.

1.4 "Affiliate" of a Member means any Person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such Member. The term "control" (including the terms "controlled by" and "under common control with") means

possession of the power to direct or cause the direction of the management and policies of a Person, whether through membership, ownership of voting securities, by contract or otherwise.

1.5 "**Agreement**" means this Agreement, as originally executed and as amended from time to time.

1.6 "**Articles of Organization**" is defined in Corporations Code Section 17001(b).

1.7 "**Assignee**" means a Person who has acquired a Member's Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not yet become a Member.

1.8 "**Assigning Member**" means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.9 "**Available Cash**" means all net revenues from the Company's operations (including, without limitation, net proceeds from all sales, refinancings and other dispositions of Company property) that the Manager, in the Manager's sole discretion, deems in excess of the amount reasonably necessary for the operating requirements of the Company, including debt reduction and Reserves.

1.10 "**Award**" is defined in Section 8.5 below.

1.11 "**Bankruptcy**" shall mean, (i) the entry of a decree or order for relief against a Member by a court of competent jurisdiction in any involuntary case brought against the Member under any bankruptcy, insolvency or other similar law (collectively, "**Debtor Relief Laws**") generally affecting the rights of creditors and relief of debtors now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar agent under applicable Debtor Relief Laws for the Member or for any substantial part of its assets or property; (iii) the ordering of the winding up or liquidation of a Member's affairs, (iv) the filing of a petition in any such involuntary bankruptcy case, which petition remains not dismissed for a period of one hundred eighty (180) days or which is not dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States Bankruptcy law); (v) the commencement by a Member of a voluntary case under any applicable Debtor Relief Law now or hereafter in effect; (vi) the consent by a Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or the taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar agent under any applicable Debtor Relief Laws for the Member or for any substantial part of its assets or property; or (vii) the making by a Member of any general assignment for the benefit of its creditors.

- 1.12 "**Book Depreciation**" is defined in Section 4.3(b) below.
- 1.13 "**Bona Fide Offer**" is defined in Section 8.3(a) below.
- 1.14 "**Business**" is defined in Section 2.5 below.
- 1.15 "**Capital Account**" means, with respect to any Member, the account maintained and adjusted in accordance with Section 3.5 below.
- 1.16 "**Capital Contribution**" means, with respect to any Member, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take "subject to" under IRC Section 752) in consideration of a Percentage Interest held by such Member. A Capital Contribution shall not be deemed a loan.
- 1.17 "**Capital Event**" means a sale or disposition of any of the Company's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property or a similar event with respect to Company property or assets.
- 1.18 "**Code**" or "**IRC**" means the Internal Revenue Code of 1986, as amended, and any successor statutes.
- 1.19 "**Company**" means the company named in Section 2.2 of this Agreement.
- 1.20 "**Company Minimum Gain**" is defined in Section 4.3(c) below.
- 1.21 "**Confidential Information**" is defined in Section 10.2 below.
- 1.22 "**Corporations Code**" means the California Corporations Code, as amended, and any successor statute.
- 1.23 "**Economic Interest**" means a Person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or to participate in management of the Company.
- 1.24 "**Effective Date**" means the date of this Agreement first above written.

1.25 "**Encumber**" means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.26 "**Encumbrance**" means, with respect to any Membership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option or preferential right to purchase.

1.27 "**Expiration Date**" is defined in Section 8.5(b) below.

1.28 "**Fair Market Value**" means, with respect to any item of property of the Company, such item's adjusted basis for federal income tax purposes, except as follows:

(a) The Fair Market Value of any property contributed by a Member to the Company shall be the value of such property, as mutually agreed upon by the contributing Member and the Company.

(b) The Fair Market Value of any item of Company property distributed to any Member shall be the value of such property on the date of distribution, as mutually agreed upon by the distributee Member and the Company.

(c) The Fair Market Value of Company property shall be subject to the adjustments specified in Section 4.11 below.

1.29 "**Initial Member**" means Fountains Mobile Home Park, L.P.

1.30 **[Intentionally Omitted]**

1.31 "**Involuntary Transfer**" means, with respect to any Membership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported Transfer to or from a trustee, receiver or assignee in Bankruptcy.

1.32 "**Majority of Members**" means a Member or Members whose aggregate Percentage Interests represent more than fifty percent (50%) of the Percentage Interests of all Members.

1.33 "**Manager**" or "**Managers**" means the Person(s) named as such in Section 2.8 or the Person who from time to time succeeds any Person as a Manager and who, in either case, is serving at the relevant time as a Manager.

1.34 "**Member**" means an Initial Member or a Person who otherwise acquires a Membership Interest, as permitted under this Agreement, and who remains a Member. The Company shall at all times have at least two (2) Members.

1.35 "**Member Nonrecourse Debt**" is defined in Section 4.3(d) below.

1.36 "**Member Nonrecourse Debt Minimum Gain**" is defined in Section 4.3(e) below.

1.37 "**Member Nonrecourse Deductions**" is defined in Section 4.3(f) below.

1.38 "**Membership Interest**" means a Member's rights in the Company, collectively, including the Member's Economic Interest, any right to Vote or participate in management and any right to information concerning the Business and affairs of the Company.

1.39 "**Membership Interest Certificate**" is defined in Section 7.3 below.

1.40 "**Nondefaulting Member**" is defined in Section 3.4(a) below.

1.41 "**Nonrecourse Deductions**" is defined in Section 4.3(g) below.

1.42 "**Nonrecourse Liability**" is defined in Section 4.3(h) below.

1.43 "**Notice**" or "**Notices**" shall mean any notice, request, approval, demand and other communication required or permitted to be given under this Agreement. All Notices shall be in writing and shall be served personally, or sent by a national overnight delivery or courier company, or by United States registered or certified mail, postage prepaid, return receipt requested, and addressed to the recipient at the address reflected for such Person in the Company's records. Any such Notices shall be deemed delivered upon delivery or refusal to accept delivery as indicated in writing by the Person attempting to make personal service, on the U.S. Postal Service return receipt, or by similar written advice from the overnight delivery company; provided, however, that if any such Notice shall also be sent by electronic transmission device, such as telex, telecopy, fax machine or computer to the fax number, if any, set forth above, such Notice shall be deemed given at the time and on the date of machine transmittal (except if sent after 5:00 p.m. recipient's time, then the notice shall be deemed given at 9:00 a.m. on the next business day) if the sending Person receives a written send verification on its machine and sends a duplicate Notice on the same day or the next business day by personal service, registered or certified United States mail, or overnight delivery in the manner described above. Each Member (and any Manager) shall make an ordinary, good faith effort to ensure that such Person will accept or receive Notices that are

given in accordance with this Section 1.42 and that any Person to be given Notice actually receives such Notice. Any party to whom Notices are to be sent pursuant to this Agreement may from time to time change its address and/or facsimile number for future communication hereunder by giving Notice in the manner prescribed herein to all other parties hereto, provided that the address and/or facsimile number change shall not be effective until five (5) business days after the Notice of change has been given.

1.44 "**Option Date**" is defined in Section 8.7 below.

1.45 "**Percent of the Members**" means the specified total of the Percentage Interests of all Members.

1.46 "**Percentage Interest**" means the percentage interest shown for each Member on Exhibit "B" attached hereto.

1.47 "**Person**" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, whether domestic or foreign.

1.48 "**President**" is defined in Section 5.8 below.

1.49 "**Profits**" and "**Losses**" are defined in Section 4.2 below.

1.50 "**Property**" means real property interests, subject to all existing liens, encumbrances, covenants, conditions, restrictions and other matters affecting the same as of the effective date, whether or not of record, personal property, easements, appurtenances and rights on, related to or for the benefit of the same, including leasehold interests, as well as interests in entities that own real and personal property.

1.51 "**Proxy**" has the meaning set forth in the first paragraph of Corporations Code §17001(ai). A Proxy may not be transmitted orally.

1.52 "**Qualified Income Offset**" is defined in Section 4.4(c) below.

1.53 "**Regulations**" means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.54 "**Reserves**" means the aggregate of reserve accounts that the Manager, in the Manager's sole discretion, deems reasonably necessary to meet accrued or contingent

liabilities of the Company, reasonably anticipated operating expenses and working capital requirements.

1.55 "Securities Acts" is defined in Section 13.3 below.

1.56 "Substituted Member" is defined in Section 8.9 below.

1.57 "Successor in Interest" means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.58 "Tax Item" means each item of income, gain, loss, deduction or credit, of the Company.

1.59 "Tax Matters Member" means such Person as may be designated under Section 6.6 below.

1.60 "Transfer" means, with respect to a Membership Interest or any element of a Membership Interest, any sale, assignment, gift, Involuntary Transfer, Encumbrance or other disposition of such Membership Interest or any element of such Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.61 "Triggering Events" are defined in Section 8.4 below.

1.62 "Vote" means a written consent or approval, a ballot cast at a meeting or a voice vote.

1.63 "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the Business and affairs of the Company which is provided under the Act, except as limited by the provisions of this Agreement. A Member's Voting Interest shall be directly proportionate to that Member's Percentage Interest.

ARTICLE II ARTICLES OF ORGANIZATION

2.1 Articles of Organization. The Articles of Organization were filed with the California Secretary of State on December 1, 2021. A copy of the Articles of Organization as filed is attached to this Agreement as Exhibit "A".

2.2 Name of Company. The name of the Company is Gorby Fountains Properties, LLC. The phrase "LLC" shall always appear as part of the name of the Company on all correspondence, stationery, checks, invoices and any and all documents and papers executed by the Company and as otherwise required by the Act.

2.3 Principal Office and Other Places. The principal executive office of the Company shall be at 21550 Oxnard Street, Suite 1000, Woodland Hills, CA 91367, or such other place or places as may be determined by the Manager from time to time. The Members may identify other places of business of the Company inside and outside the State of California and appoint agents for service of process and make filings as may be required or desirable under the laws of such other places outside the State of California.

2.4 Agent for Service. The Company shall have an agent for service of process in California who may be either a natural Person or a corporation meeting the qualifications of Corporations Code Section 17061(d)(1) and Section 17050(a)(5). Every agent for service of process must have a street address for the service of process. The street address of the agent for service of process is the registered office of the Company in this state. Within thirty (30) days after changing the location of its office from one address to another in this state, an agent for service of process must file a certificate with the Secretary of State setting forth the names of the limited liability companies represented by such agent, the address at which the agent has maintained the office for each of the limited liability companies and the agent's new office address. The initial agent for service of process on the Company shall be Edward Gorelick, whose address is 21550 Oxnard Street, Suite 1000, Woodland Hills, CA 91367. The Manager may from time to time change the Company's agent for service of process.

2.5 Purpose. The Company has been formed for the specific purpose of engaging in the ownership of the Property for investment (the "Business") and any other lawful act or activity for which a limited liability company may be organized under the Act. The Members intend the Company to be a limited liability company under the Act. Neither the Manager nor any Member shall take any action inconsistent with the express intent of the parties to this Agreement.

2.6 Term. The term of existence of the Company shall commence on the effective date of filing the Articles of Organization with the California Secretary of State, and shall terminate December 31, 2075, unless extended or terminated by the provisions of this Agreement or as provided by law.

2.7 Member Information. The names and addresses of the Members are as set forth in Exhibit "B".

2.8 Manager Information. The name and business address of the Manager are as follows:

Name	Address
GG2, Inc.	10960 Wilshire Blvd., Suite 700 Los Angeles, CA 90024

ARTICLE III CAPITAL AND CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contribution. The Initial Member contributed its interests in the Property to the Capital of the Company as its initial Capital Contribution. It assigned its Member Interest to certain of its general and limited partners upon its liquidation and dissolution as of December 31, 2021. The Members and their Percentage Interests are reflected on Exhibit "B".

3.2 Additional Capital Contributions.

(a) Except as provided in this Section 3.2, no Member shall be required to make any additional Capital Contributions and no Member may voluntarily make any additional Capital Contribution.

(b) The Manager may determine from time to time that Capital Contributions in addition to the Members' initial Capital Contributions are needed to enable the Company to conduct its Business. On making such a determination, the Manager shall give notice to all Members in writing at least thirty (30) days before the date on which such additional Capital Contributions are needed. The Notice shall set forth the amount of additional Capital Contributions needed, the purpose therefor and the date by which they are needed. If within fifteen (15) days after such notice is given a Majority of Members approved such determination, such additional Capital Contributions shall be made by the Members in accordance with their respective Percentage Interests.

3.3 Failure to Make Additional Capital Contributions. If a Member does not timely contribute capital when required pursuant to Section 3.2, that member shall not be in default under this Agreement. However, if a Member (the "Non-contributing Member") does not contribute such Member's share of capital to the Company as required, the remaining Members (the "Contributing Members") who hold a majority of the Percentage Interests held by all Contributing Members may elect any one or more of the following upon ten (10) days prior written notice to the Non-Contributing Member.

(a) The Contributing Members may loan funds to the Company to cover those amounts which the Non-contributing Member fails to contribute. Amounts which a Contributing Member so advances on behalf of the Non-contributing Member shall become a loan due and owing from the Non-Contributing Member to such Contributing Member and bear interest at an annual rate equal to the maximum legal interest rate which may be charged applicable to the loan, at the time of the loan. All cash distributions otherwise distributable to the Non-contributing Member under this Agreement shall instead be distributed on behalf of the Non-contributing Member to the Contributing Members making such advances until such advances and interest thereon are paid in full. Any amounts repaid shall first be applied to interest and thereafter to principal.

(b) The Company may borrow an amount equal to all or a portion of the Non-contributing Member's share of such additional capital, and the amount so borrowed and all expense incurred by the Company in connection with such borrowing (including, without limitation, interest, loan charges and attorneys' fees) shall be paid out of the first distributions by the Company which otherwise would have been made to the Non-contributing Member, but accounted for as distribution to the Non-contributing Member.

3.4 Intentionally Omitted

3.5 Capital Account. Individual Capital Accounts for each Member shall be maintained and adjusted in accordance with the following provisions:

(a) A Member's Capital Account shall be increased by that Member's Capital Contributions, that Member's share of Profits and any items in the nature of income or gain that are allocated to that Member pursuant to Article IV.

(b) A Member's Capital Account shall be increased by the amount from time to time of any Company liabilities assumed by that Member, and decreased by the amount from time to time of that Member's individual liabilities that are assumed by the Company, all subject to and in accordance with the provisions of Regulations §1.704-1(b)(2)(iv)(c).

(c) A Member's Capital Account shall be decreased by (a) the amount of cash distributed to that Member which is not in repayment of any loans to the Company or as payment for services rendered to the Company (but only if such repayment or payment is authorized under the terms of this Agreement); (b) the Fair Market Value of any property of the Company so distributed, net of liabilities secured by such distributed property, that the distributee Member is considered to assume or to be subject to under IRC Section 752; and

(c) the amount of any items in the nature of expenses or losses that are allocated to that Member pursuant to Article IV.

(d) A Member's Capital Account shall be reduced by the Member's share of any expenditures of the Company described in IRC Section 705(a)(2)(B) or which are treated as IRC Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) (including syndication expenses and losses nondeductible under IRC Sections 267(a)(1) or 707(b)).

(e) If any Economic Interest (or portion thereof) is transferred, the transferee of such Economic Interest (or portion thereof) shall succeed to the transferor's Capital Account attributable to such interest or portion.

(f) The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the holder of the note shall not be included in the Capital Account of any Person until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

(g) Each Member's Capital Account shall be increased or decreased as necessary to reflect a revaluation of the Company's assets in accordance with the requirements of Regulations Sections 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g), including the special rules under Regulations Section 1.701-1(b)(4), as applicable. The provisions of this Agreement respecting the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with those Regulations.

3.6 Withdrawals of Capital Contributions. A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property, from the Company except as provided in this Agreement.

3.7 Interest on Capital Accounts. No interest shall be paid on Capital Contributions or on the balance of a Member's Capital Account.

3.8 No Personal Liability of Members. A Member shall not be bound by, or be personally liable for, any of the expenses, liabilities, debts or obligations of the Company, whether arising in contract, tort or otherwise, except as otherwise provided in the Act or as expressly set forth in this Agreement.

3.9 Priority of Distributions and Allocations. Except as otherwise expressly provided in this Agreement, no Member shall have priority over any other Member with

respect to the return of a Capital Contribution or distributions or allocations of income, gain, losses, deductions, credits or items thereof.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocation of Profits and Losses. The Profits and Losses of the Company and all items of Company income, gain, loss, deduction or credit for each fiscal year shall be allocated, for Company book purposes and for tax purposes, among the Members in such proportions as would result, as closely as possible, in the respective Capital Account balance of each Member as of the end of such fiscal year (after adjusting Capital Accounts for all other allocations for such fiscal year) equaling the amount of distributions such Member would receive if an amount equal to the aggregate balance of all such Capital Accounts as of the end of such fiscal year were distributed to the Members in accordance with the provisions of Sections 4.13 and 4.14 below without regard to the provisions of Section 9.2(d) below; provided, however, to the extent an allocation of deduction or loss would cause or increase a deficit balance in any Member's Adjusted Capital Account deficit balance (in excess of any limited dollar amount of such deficit balance that such Member is obligated to restore), such Tax Items shall instead be allocated to all Members with Adjusted Capital Account positive balances (on a pro rata basis based on such respective positive balances) until the Adjusted Capital Accounts of all such Members have zero balances. The Members acknowledge and agree that under this Agreement no Member is obligated to restore a deficit balance in its Capital Account and, accordingly, this Section 4.1 is intended to satisfy the "alternate test for economic effect" of Section 1.704-1(b)(2)(ii)(d) and all other applicable provisions of the Regulations from time to time existing and the Members shall interpret and apply the provisions hereof consistently therewith.

4.2 Profits and Losses. As used in this Agreement, "Profits and Losses" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with IRC Section 703(a), including all Tax Items required to be stated separately pursuant to IRC Section 703(a)(1), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss.

(b) 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)(i) and not otherwise taken into account in computing Profits and Losses shall be subtracted from such taxable income or shall increase such loss.

(c) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Fair Market Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Fair Market Value.

(d) In lieu of depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, Book Depreciation shall be taken into account for such fiscal year or other period, computed in accordance with the definition of "Book Depreciation" in Section 4.3(b).

(e) Notwithstanding the foregoing provisions of this Section 4.2, any items of income, gain, loss or deduction that are specially allocated shall not be taken into account in computing Profits and Losses.

4.3 Miscellaneous Definitions Related to Allocations and Distributions. The following definitions shall apply with respect to this Article IV:

(a) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year of the Company, after such Member's Capital Account has been adjusted as follows: (1) the Member's Capital Account shall be increased by the amount of such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain; and (2) the Member's Capital Account shall be decreased by the amount of the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6). This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in any manner that is consistent with that Regulation.

(b) "Book Depreciation" means, with respect to any item of Company property for a given fiscal year, a percentage of depreciation or other cost recovery deduction allowable for federal income tax purposes for such item during that fiscal year equal to the result (expressed as a percentage) obtained by dividing (1) the Fair Market Value of that item at the beginning of the fiscal year (or the acquisition date during the fiscal year), by (2) the adjusted tax basis of the item at the beginning of the fiscal year (or the acquisition date during the fiscal year). If the adjusted tax basis of an item is zero, the Manager may determine Book Depreciation, provided that he does so in a reasonable and consistent manner.

(c) "Company Minimum Gain" is defined in Regulations Section 1.704-2(d)(1).

(d) "Member Nonrecourse Debt" is defined in Regulations Section 1.704-2(b)(4).

(e) "Member Nonrecourse Debt Minimum Gain" for a fiscal year of the Company means the net increase in Minimum Gain attributable to Member Nonrecourse Debt, determined as set forth in Regulations Section 1.704-2(i)(2).

(f) "Member Nonrecourse Deductions" is defined in Regulations Section 1.704-2(i)(2). For any fiscal year of the Company, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during that fiscal year in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt for such fiscal year, reduced (but not below zero) by the amount of any distributions to the Member during such year bearing the economic risk of loss for such Member Nonrecourse Debt if such distributions are both from the proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, all as determined according to the provisions of Regulations Section 1.704-2(i)(2). In determining Member Nonrecourse Deductions, the ordering rules of Regulations Section 1.704-2(j) shall be followed.

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

(h) "Nonrecourse Liability" is defined in Regulations Section 1.752-1(a)(2).

4.4 Special Allocations. The following special allocations shall be made in the following order:

(a) If there is a net decrease in Company Minimum Gain during a fiscal year, each Member shall be allocated, before any other allocation under this Section 4.4, items of Company income and gain for such fiscal year equal to such Member's share of the net decrease in Company Minimum Gain as determined in accordance with Regulations Section 1.704-2(g)(2).

(b) If there is a net decrease in Member Nonrecourse Debt Minimum Gain during a fiscal year, any Member with a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt as of the beginning of such fiscal year shall be allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain determined pursuant to Regulations Section 1.704-2(g)(2). A Member shall not be subject to the foregoing chargeback to the extent permitted under Regulations Section 1.704-2(i)(4).

(c) If any Member unexpectedly receives an adjustment, allocation, or distribution described in Regulations Sections 1.704-1(b)(2)(i)(d)(4), (5), or (6) such Member shall be allocated items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for such fiscal year) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustment, allocation, or distribution ("Qualified Income Offset").

(d) To the extent permitted by Sections 1.704-1 and 1.704-2 of the Regulations, any allocation pursuant to this Section 4.4 shall be taken into account in computing subsequent allocations pursuant to Article IV so that the net amount of all allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of Article IV as if no allocations under this Section 4.4 had occurred.

4.5 Member Nonrecourse Deductions. Member Nonrecourse Deductions for any fiscal year of the Company shall be allocated to the Members in the same proportion as Profits are allocated under Section 4.1 above, provided that any Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears (or is deemed to bear) the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(2).

4.6 Allocation of Profits and Losses Resulting from a Capital Event. At the end of each fiscal year of the Company, after all allocations required under Sections 4.4, 4.5 and 4.1 above have been made, all Profits and Losses of the Company resulting from Capital Events shall be allocated to the Members in such proportions as would result, as closely as possible, in each Member's Capital Account balance as of the end of such fiscal year (after adjusting Capital Accounts for all other allocations for such fiscal year) equaling the amount of distributions such Member would receive if an amount equal to the aggregate balance of all such Capital Account balances as of the end of such fiscal year were distributed to the Members in accordance with the provisions of Section 4.14 below.

4.7 Allocation of Tax Items with Respect to Contributed Property. Any item of income, gain, loss or deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company or revalued pursuant to the provisions of Section 3.5(g) (and that is required or permitted to be allocated to such Member for income tax purposes under IRC Section 704(c) to take into account the variation between the tax basis of such property and its Fair Market Value at the time of its contribution) shall be allocated solely for income tax purposes in the manner required or permitted under IRC Section 704(c) using the "traditional" method described in Regulations Section 1.704-3(b), except that any other method allowance under applicable Regulations may be used for any contribution of property with respect to which there is agreement between the contributing Member and a Controlling Vote of the other Members.

4.8 Distribution of Unrealized Appreciation or Depreciation. Any Company property distributed in kind to Members shall be treated as a distribution to Members to the extent of the then value of the property (taking into account the amount of any liability secured by and related to the property). Any difference between such value of such property and its then Fair Market Value (as adjusted under Section 4.11 below if applicable) shall be deemed to be Profits or Losses realized by the Company immediately prior to the distribution of such property, and such Profits or Losses shall be allocated to the Capital Accounts in the same manner as allocations under Section 4.6 above. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value.

4.9 Allocations Under IRC Section 704(c). Any item of income, gain, loss or deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company or revalued pursuant to the provisions of Section 3.3(g) (and that is required or permitted to be allocated to such Member for income tax purposes under IRC Section 704(c) to take into account the variation between the tax basis of such property and its Fair Market Value at the time of its contribution) shall be allocated solely for income tax purposes in the manner required or permitted under IRC Section 704(c) using the "traditional" method described in Regulations Section 1.704-3(b), except that any other method allowable under applicable Regulations may be used for any contribution of property with respect to which there is agreement between the contributing Member and the Manager.

4.10 Allocation Resulting from Transfer of an Economic Interest. In the case of a Transfer of an Economic Interest during any fiscal year of the Company, the Assigning Member and Assignee shall each be allocated Profits or Losses based on the number of days each held the Economic Interest during such fiscal year. If the Assigning Member and Assignee agree to a different proration and advise the Manager of the agreed proration before the date of the Transfer, Profits or Losses from a Capital Event during that fiscal year shall

be allocated to the holder of the Interest on the day such Capital Event occurred. If an Assignee makes a subsequent Assignment, said Assignee shall be considered an "Assigning Member" with respect to the subsequent Assignee for purposes of the foregoing allocations.

4.11 Adjustments to Company's Fair Market Value.

(a) The Fair Market Value of all Company property shall be adjusted as of the following times: (1) acquisition of a Membership Interest or increased Membership Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (2) the distribution of money or other property (other than a *de minimis* amount) by the Company to a Member as consideration for an Economic Interest in the Company, and (3) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments under clauses (1) and (2) above shall be made only in the event of a revaluation of Company property under Section 3.5(g) in accordance with Regulations Section 1.704-1(b)(2)(iv)(f).

(b) The Fair Market Value of Company property shall be increased or decreased to reflect adjustments to the adjusted tax basis of such property pursuant to IRC Section 732, IRC Section 733, or IRC Section 743, subject to the limitations imposed by IRC Section 755 and Regulations Section 1.704-1(b)(2)(iv)(m).

(c) If the Fair Market Value of an item of property has been determined or adjusted pursuant to Section 1.29 hereof or Paragraph (a) or (b) of this Section 4.11, such Fair Market Value shall be adjusted by the Book Depreciation, if any, taken into account with respect to such property for purposes of computing Profits and Losses.

4.12 Allocation of Company Tax Items. It is the intent of the Members that each Member's allocated share of Company Tax Items be determined in accordance with this Agreement to the fullest extent permitted by IRC Sections 704(b) and 704(c). Notwithstanding anything to the contrary contained in this Agreement, if the Company is advised that the allocations provided in this Agreement are unlikely to be respected for federal income tax purposes, as a result of either the adoption of new or amended regulations pursuant to IRC Sections 704(b) and 704(c) or the issuance of authorized interpretations thereto, the Manager is hereby granted the power to amend the allocation provisions of this Agreement (on advice of accountants and legal counsel) to the minimum extent necessary to cause such allocation provisions to be respected for federal income tax purposes.

4.13 Distribution of Available Cash from Operations. All Available Cash, other than revenues or proceeds from a Capital Event or the dissolution of the Company, not intended to be reinvested shall be distributed among the Members in accordance with this Section 4.13. The Members intend that Available Cash shall be distributed as soon as

practicable following the Manager's determination that such cash is available for distribution. All Available Cash, other than revenues or proceeds from a Capital Event, shall be distributed among the Members in accordance with their respective Percentage Interests.

4.14 Distribution of Available Cash from a Capital Event. All Available Cash resulting from a Capital Event (as distinguished from normal business operations or the dissolution of the Company) not intended to be reinvested shall be distributed to the Members in accordance with this Section 4.14. The Members intend that such distribution shall be made as soon as practicable following the Manager's determination that such cash is available for distribution. All Available Cash resulting from a Capital Event shall be distributed among all Members in accordance with their Percentage Interests.

4.15 Proceeds from Disposition of Company Property. If the proceeds from a sale or other disposition of an item of Company property consist of property other than cash, the value of that property shall be determined by the Manager. If such noncash proceeds are subsequently reduced to cash, such cash shall be taken into account by the Manager in determining Available Cash and the Manager shall determine whether such cash resulted from operations or from a Capital Event.

ARTICLE V MANAGEMENT OFFICES

5.1 Managers; Successors. The Business of the Company shall be managed by the Manager in Section 2.8 above or any successor Manager selected as provided in Section 5.3 below. Except as otherwise set forth in this Agreement, all decisions concerning management of the Company's Business shall be made by the Manager.

5.2 Term of Service. The Manager shall serve until the earlier of (a) the Manager's dissolution, (b) the Manager's removal by the Members or (c) the expiration of the Manager's term as Manager, if a term has been designated by a Majority of Members. A new Manager shall be appointed by a Majority of Members on the occurrence of any of the foregoing events.

5.3 Appointment and Removal. The Manager is hereby appointed by a Majority of Members for an indefinite term expiring only upon the appointment of a successor. A Manager may be removed with or without cause and replaced at any time by action of a Majority of Members.

5.4 Restrictions on Actions. The Manager shall have the powers and duties described in Section 5.11 hereof and such other powers and duties as may be prescribed in this Agreement or by the Members. Notwithstanding the foregoing, the Manager shall not take any of the following actions on behalf of the Company unless a Majority of Members consents thereto prior to the taking of such action:

- (a) Any act that would make it impossible to carry on the ordinary Business of the Company;
- (b) Any confession of a judgment against the Company;
- (c) Dissolution of the Company;
- (d) Disposition of a material part of the Company's assets other than in the ordinary course of business;
- (e) Incurring any debt other than in the ordinary course of business;
- (f) A change in the nature of the principal Business of the Company;
- (g) Filing a petition in or arranging among creditors for Bankruptcy of the Company; and,
- (h) Entering into any transaction on behalf of the Company which constitutes a "reorganization" within the meaning of Corporations Code Section 17600.

5.5 Conduct of Manager Meetings. The provision of this Section 5.5 shall only apply if more than one Person is then acting as a Manager:

- (a) Actions of the Managers shall be by a majority of Managers by a Vote taken at a meeting or as otherwise provided in this Section 5.5. No regular meetings of the Managers need be held. The President or any two Managers may call a meeting of the Managers by giving Notice of the time and place of the meeting at least forty-eight (48) hours prior to the time of the meeting. The Notice need not specify the purpose of the meeting, nor the location if the meeting is to be held at the principal executive office of the Company.
- (b) A majority of Managers shall constitute a quorum for the transaction of business at any meeting of the Managers.
- (c) The transactions of the Managers at any meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a meeting duly held after

call and notice if a quorum is present and if, either before or after the meeting, each Manager not present signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes of such meeting.

(d) Any action required or permitted to be taken by the Managers under this Agreement may be taken without a meeting if a majority of the Managers individually or collectively consents in writing to such action.

(e) Managers may participate in the meeting through the use of a conference telephone or similar communications equipment, provided that all Managers participating in the meeting can hear one another.

(f) The Company shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all meetings, notices and waivers of notices of meetings and all written consents to actions of the Managers.

5.6 Manager's Other Business Activities. It is acknowledged that any Manager or Member may have other business interests to which such Manager or Member devotes part of its time. Each Manager shall devote such time to the conduct of the Business of the Company as each Manager, in such Manager's own good faith and discretion, deems necessary.

5.7 Compensation; Reimbursement for Expenses. Each Manager and each Member serving as an officer, agent or employee of Company, shall be entitled to compensation for such Person's services, as determined by the Members, and to reimbursement for all expenses reasonably incurred by such Person in the performance of such Person's duties.

5.8 Officers. The Company may have a president, who shall be a Member or an Affiliate of a Member (the "President"). The President shall (a) be the chief executive officer of the Company, (b) have general supervision of the Business and affairs of the Company, (c) preside at all meetings of Members and of Managers and (d) have such other powers and duties usually vested in a chief executive officer. A Majority of the Members may provide for additional officers of the Company, may alter the powers and duties of the President and shall establish the powers and duties of all other officers and the compensation of all Company officers.

5.9 Holding of Company Assets. The Manager shall cause all assets of the Company, real or personal, to be held in the name of the Company.

5.10 Accounts for Company Funds. All funds of the Company shall be deposited in the name of the Company in one or more accounts with one or more recognized financial institutions at locations selected by the Manager. Withdrawal from such accounts shall require only the signature of the Manager or such other Person or Persons as the Manager may designate.

5.11 Acts of Manager(s) as Conclusive Evidence of Authority.

(a) Every contract, deed, mortgage, lease and other instrument executed by any Manager shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) neither this Agreement nor the Articles of Organization have been amended in any manner so as to restrict the delegation of authority among the Members or the Manager, and (iii) the execution and delivery of such instrument was duly authorized by the Members and the Manager.

(b) Any Person may always rely on a certificate addressed to such Person and signed by the Manager hereunder which certifies:

(i) As to who the Members or Manager of the Company or as to who are the officers of the Company;

(ii) As to the existence or non-existence of any fact which constitutes a condition precedent to acts by the Members or the Manager or in any other manner germane to the affairs of the Company;

(iii) As to who is authorized to execute and deliver any instrument or document in the name and on behalf of the Company;

(iv) As to the authenticity of any copy of the Articles of Organization, this Agreement, any amendments to either of such documents and any other document relating to the conduct of the affairs of the Company; or

(v) As to any act or failure to act by the Company or as to any other matter whatsoever involving the Company, the Manager or any Member while serving in the capacity as a Member or the Manager.

5.12 Annual Filing of List of Managers and Designation of Agent for Service of Process. The Manager, on behalf of the Company shall, within ninety (90) days after filing the original Articles of Organization and annually thereafter on or before the last day of the month in which the anniversary date of the filing of the original Articles of

Organization occurs in each year, file with the Secretary of State an annual statement on a form prescribed by the Secretary of State and enclose any required filing fee. The statement shall contain all of the information required by the Act.

ARTICLE VI ACCOUNTS AND ACCOUNTING

6.1 Location of Books and Records; Inspection by Members. Complete books of account of the Company's Business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and at such other locations as the Manager shall determine from time to time and shall be open to inspection and copying during normal business hours on reasonable Notice by any Member or the Member's authorized representatives. The costs of any such inspection and copying shall be borne by the Member.

6.2 Accounting Method; Fiscal Year. Financial books and records of the Company shall be kept on a cash basis, which shall be the method of accounting followed by the Company for federal income tax purposes. The financial statements of the Company shall be prepared in accordance with tax accounting principles and shall be appropriate and adequate for the Company's Business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

6.3 Other Company Records. At all times during the Company's existence (and thereafter, if the Manager deems it necessary, in a location designated by such Manager), the Manager shall keep or cause to be kept the books of account referred to in Section 6.1 above, together with:

(a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;

(b) A current list of the full name and business or residence address of each Manager;

(c) A copy of the Articles of Organization, as amended, together with any powers of attorney pursuant to which the Articles of Organization, or any amendments thereto, were executed;

(d) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

- (e) An original executed copy or counterparts of this Agreement, as amended;
- (f) Any powers of attorney under which the Articles of Organization, this Agreement or any amendments to either of such documents, were executed;
- (g) Financial statements of the Company for the six (6) most recent fiscal years; and
- (h) The books and Records of the Company as they relate to the Company's internal affairs for the current and past four (4) fiscal years.

6.4 Financial Statements. At the end of each fiscal year the books of the Company shall be closed. Copies of the financial statements, if any are prepared, shall be given to all Members.

6.5 Annual Information to be Provided to Members. Within ninety (90) days after the end of each taxable year of the Company the Manager shall send to each of the Members all information regarding the Company that may be necessary for the Members to complete their respective federal and state income tax or information returns, together with a copy of the Company's federal, state, and local income tax or information returns for such year.

6.6 Partnership Representative. The Manager shall act as the Partnership Representative of the Company pursuant to IRC Section 6223(a).

6.7 Duties and Authority of the Partnership Representative. The Partnership Representative is hereby authorized to do the following:

(a) Keep the Members informed of administrative and judicial proceedings for the adjustment of Company items at the Company level, as required under the Code and the implementing Regulations;

(b) Enter into settlement agreements under the Code and applicable Regulations with the Internal Revenue Service or the Secretary of the Treasury (the Secretary) with respect to any tax audit or judicial review. In any such settlement agreement, the Partnership Representative may expressly state that such agreement shall bind the other Members, other than any Member who (within the time prescribed under the Code and Regulations) files a statement with the Manager providing that the Partnership Representative shall not have the authority to enter into a settlement agreement on behalf of such Member;

(c) On receipt of notice of a final Company administrative adjustment, file a petition for readjustment of the Company items with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located or the United States Court of Federal Claims, all as contemplated under the Code and applicable Regulations;

(d) File requests for administrative adjustment of Company items on Company tax returns under the Code and applicable Regulations and, to the extent such requests are not allowed in full, file a petition for adjustment with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located, or the United States Court of Federal Claims, all as contemplated under the Code; and

(e) Take any other action on behalf of the Members or the Company in connection with any administrative or judicial tax proceeding to the extent permitted by law or regulations, including retaining tax advisers (at the expense of the Company) to whom the Partnership Representative may delegate such rights and duties as deemed necessary and appropriate.

ARTICLE VII MEETINGS, VOTING AND INDEMNITY OF MEMBERS

7.1 Voting.

(a) There shall be only one (1) class of membership and no Member shall have any rights or preferences in addition to or different from those possessed by any other Member except as specifically provided for in Article IV hereof. Members shall have the right and power to appoint, remove, and replace Managers and officers of the Company and the right to Vote on all other matters with respect to which this Agreement or the Act requires or permits such Member action. Each Member shall Vote in proportion to the Member's Percentage Interest as of the governing record date, determined in accordance with Section 7.2 below. If a Member has assigned all or part of the Member's Economic Interest to a Person who has not been admitted as a Member, the Assigning Member shall Vote in proportion to the Percentage Interest that the Assigning Member would have had, if the assignment had not been made.

(b) Without limiting the foregoing, each of the following acts shall require a majority Vote of the Members:

- (i) Dissolution of the Company and any decision to continue the Business of the Company after the occurrence of any event mentioned in Section 9.1 below;
- (ii) The Transfer of a Membership Interest and admission of the Assignee as a Member of the Company;
- (iii) Any amendment of the Articles of Organization or this Agreement;
- (iv) A compromise of the obligation of a Member to make a Capital Contribution under Article III hereof
- (v) Any act that would make it impossible to carry on the ordinary Business of the Company;
- (vi) The confession of any judgment against the Company;
- (vii) Disposition of all or a substantial part of the Company's assets other than in the ordinary course of business;
- (viii) Incurring any debt other than in the ordinary course of business;
- (ix) Any change in the nature of the principal Business of the Company;
- (x) Filing a petition in or arranging among Creditors for Bankruptcy of the Company; or
- (xi) Entering into any transaction on behalf of the Company which constitutes a "reorganization" within the meaning of Corporations Code Section 17600.

7.2 Record Date. The record date for determining Members entitled to receive Notice of any meeting, to Vote, to receive any distribution or to exercise any right in respect of any other lawful action, shall be the date set by the Manager or by a Majority of Members; provided, that such record date shall not be more than sixty (60), or less than ten (10) calendar days prior to the date of the meeting and not more than sixty (60) calendar days prior to any other action. In the absence of any action setting a record date, the record date shall be determined in accordance with Corporations Code Section 17104(k).

7.3 Membership Interest Certificates and Ledger. The Company may, but shall not be required to, issue certificates evidencing Membership Interests to Members of the

Company ("Membership Interest Certificates"). Once Membership Interest Certificates have been issued, they shall continue to be issued as necessary to reflect current Membership Interests held by Members. Membership Interest Certificates shall be in a form approved by the Manager, shall be manually signed by the Manager and shall bear conspicuous legends evidencing the restrictions on Transfer and the purchase rights of the Company and Members set forth in Article VIII below. All issuances, reissuances, exchanges and other transactions in Membership Interests involving Members shall be recorded in a permanent ledger as part of the books and Records of the Company.

7.4 Meetings of Members; Notices. Meetings of Members may be called at any time by the Manager, or by Members representing more than ten percent (10%) of the Voting Interests of all Members for the purpose of addressing any matters on which Members may Vote. If a meeting of Members is called by Members, Notice of the call shall be delivered to the Manager. Meetings may be held at the principal executive office of the Company or at any other location designated by the Manager. Following a call, the Manager shall give Notice of the meeting not less than ten (10) or more than sixty (60) calendar days prior to the date of the meeting to all Members entitled to Vote at the meeting. The Notice shall state the place, date and hour of the meeting and the general nature of business to be transacted. No other business may be transacted at the meeting. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of a sufficient number of Members to leave less than a quorum, if the action taken, other than adjournment, is approved by the requisite Percentage of Members as specified in this Agreement or the Act.

7.5 Adjourned Meetings. A meeting of Members at which a quorum is present may be adjourned to another time or place and any business which might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present at an original meeting, that meeting may be adjourned by the Vote of a majority of Voting Interests represented either in person or by Proxy. Notice of any adjourned meeting need not be given to Members entitled to Notice if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, unless (a) the adjournment is for more than forty-five (45) days, or (b) after the adjournment, a new record date is fixed for the adjourned meeting. In the situations described in clauses (a) and (b) hereof, Notice of the adjourned meeting shall be given to each Member of record entitled to Vote at the adjourned meeting.

7.6 Quorum. A quorum at any meeting of Members shall consist of a Majority of Members, represented in Person or by Proxy. The transactions of any meeting of Members, however called and noticed and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and notice, if (a) a quorum is present at that meeting, either in person or by Proxy and (b) either before or after the meeting, each

of the Persons entitled to Vote, not present in person or by Proxy, signs either a written waiver of notice, a consent to the holding of the meeting or an approval of the minutes of the meeting. Attendance of a Member at a meeting shall constitute waiver of notice, unless that Member objects, at the beginning of the meeting, to the transaction of any business on the basis that the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the notice of the meeting and not so included, if the objection is expressly made at the meeting.

7.7 Proxies. At all meetings of Members, a Member may Vote in person or by Proxy. Such Proxy shall be filed with the Manager before or at the time of the meeting, and may be made by facsimile transmission (followed by overnight delivery of the original) to the Manager at the principal executive office of the Company or such other address as may be given by the Manager to the Member for such purpose.

7.8 Meetings Held by Conference Telephone. Members may participate in a meeting through use of conference telephone or similar communications equipment, provided that all Members participating in such meeting can hear one another. Such participation shall be deemed attendance at the meeting.

7.9 Action by Written Consent. Any action that may be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Members having not less than the minimum number of Votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to Vote thereon were present and voted. If the Members are requested to consent to a matter without a meeting, each Member shall be given notice of the matter to be voted upon in the manner described in Section 7.4 above. Any action taken without a meeting shall be effective when the required minimum number of Votes consenting thereto have been received. As to any action requiring the consent of less than all of the Members, prompt Notice of the action taken shall be given to all Members who have not consented to the action.

7.10 Acts by and Indemnity of Members. No Member acting solely in the capacity of a Member is or shall be deemed to be an agent of the Company, nor can any Member acting solely in the capacity of a Member bind the Company or execute any instrument on behalf of the Company. Accordingly, each Member shall indemnify, defend and save harmless each other Member and the Company from and against any and all loss, cost, expense, liability or damage arising from or out of any claim based upon any action by such Member in contravention of this Section 7.10.

ARTICLE VIII TRANSFERS OF MEMBERSHIP INTERESTS

8.1 Withdrawal by Member. A Member may withdraw from the Company at any time by giving Notice of withdrawal to the Manager at least one hundred eighty (180) calendar days before the effective date of such withdrawal. A withdrawal shall not release a Member from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Member shall divest the Member's entire Membership Interest before the effective date of withdrawal in accordance with and subject to the provisions of this Article VIII.

8.2 Restrictions on Transfers. Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or later acquired, unless a Majority of Members approves the transferee's admission as a Member upon such Transfer. No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless such Encumbrance has been approved by a Majority of Members. Such approval may be granted or withheld in the Members' sole discretion. Any Transfer or Encumbrance of a Membership Interest without such approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural Person may transfer all or any portion of his or her Membership Interest to any Affiliate or revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse and the Member's issue, provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in such Membership Interest. A Transfer of a Member's beneficial interest in such Affiliate or trust, or failure to retain such Voting Interest, shall be deemed a Transfer of a Membership Interest. The distribution by a trustee of a trust on the termination of the trust shall not be deemed a Transfer of a Membership Interest.

8.3 Third Party Offers.

(a) If a Member wishes to transfer any or all of the Member's Membership Interest in the Company pursuant to a "Bona Fide Offer", the Member shall give Notice to the Manager at least thirty (30) days in advance of the proposed Transfer, which Notice shall set forth the terms of the Bona Fide Offer and the identity of the offeror. The Company and other Members shall have the option to purchase the Membership Interest proposed to be transferred at the price and on the terms provided in this Agreement. If the price for the Membership Interest is other than cash, the Fair Market Value in dollars of the price shall be as established in good faith by the Company. For purposes of this Agreement, "Bona Fide Offer" means an offer in writing setting forth all relevant terms and conditions of purchase from an offeror who is ready, willing, and able to consummate the purchase and who is not

an Affiliate of the selling Member. For thirty (30) days after giving Notice of a Bona Fide Offer, the Company shall have the right to purchase the Membership Interest offered, on the terms stated in the Notice, for the lesser of (i) the price stated in the Notice (or the price plus the dollar value of noncash consideration, as the case may be) and (ii) the purchase price determined under Section 8.7 below.

(b) If the Company does not exercise the right to purchase all of the Membership Interest, then the right to purchase the portion of the Membership Interest that the Company does not elect to purchase shall be given to the other Members for an additional thirty (30) day period, beginning on the day that the Company's right to purchase expires. Each of the other Members shall have the right to purchase, on the same terms as Company, that part of the Membership Interest of the offering Member which is in the proportion that the Member's Percentage Interest bears to the total Percentage Interests of all Members who choose to participate in the purchase; provided, however, that the Company and the participating Members may not, in the aggregate, purchase less than the entire Membership Interest to be sold by the offering Member.

(c) If the Company and other Members do not exercise their rights to purchase all of the offered Membership Interest, the offering Member may, within ninety (90) days from the date the Notice is given and on the terms and conditions stated in the Notice, sell or exchange that Membership Interest to the offeror named in the Notice. Unless the requirements of Section 8.2 are met, the offeror under this Section shall become an Assignee and shall be entitled to receive only the share of Profits or other compensation by way of income and the return of Capital Contribution to which the assigning Member would have been entitled.

8.4 Transfer on Occurrence of a Triggering Event. On the happening of any of the following events ("Triggering Events") with respect to a Member, the Company and other Members shall have the option to purchase such Member's Membership Interest at the price and on the terms provided in Section 8.7 of this Agreement:

(a) The (i) Bankruptcy or withdrawal of a Member, (ii) winding up and dissolution of a Member which is a corporation, limited liability company or a partnership, or (iii) merger or other corporate reorganization of a corporate Member as a result of which the corporate Member does not survive as an entity; provided that the remaining Members have elected to continue the Business of the Company as provided in Section 9.1(a) below.

(b) The failure of a Member to make the Member's Capital Contribution pursuant to the provisions of Article III of this Agreement.

(c) The occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give Notice of a Triggering Event to the Manager.

8.5 Other Events Requiring a Transfer. Notwithstanding any other provisions of this Agreement:

(a) If, in connection with divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms or awards a Membership Interest, or any portion thereof, to that Member's spouse (an "Award") then, notwithstanding that such Award would constitute an unpermitted Transfer under this Agreement, such Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Membership Interest or portion thereof to that Member at the price set forth in Section 8.7 below.

(b) If the Member fails to consummate the purchase within one hundred eighty (180) days after the Award (an "Expiration Date"), the Company and other Members shall have the option to purchase from the former spouse the Membership Interest or portion thereof pursuant to Section 8.6 below; provided that the option period shall commence on the later of (i) the day following the Expiration Date, or (ii) the date of actual Notice of the Award.

(c) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is transferred to a Transferee other than (i) that Member or (ii) a trust created for the benefit of that Member (or for the benefit of that Member and any combination of the Member and the Member's issue) in which the Member is the sole Trustee and the Member, as Trustee or individually possesses all of the Voting Interest included in that Membership Interest, then the Member shall have the right to purchase the Membership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor or Transferee shall sell the Membership Interest or portion thereof at the price set forth in Section 8.7 of this Agreement. If the Member fails to consummate the purchase within one hundred eighty (180) days after the date of death (the "Expiration Date"), the Company and the other Members shall have the option to purchase from the estate or other successor of the deceased spouse the Membership Interest or portion thereof pursuant to Section 8.6 below; provided that the option period shall commence on the later of (i) the day following the Expiration Date, or (ii) the date of actual Notice of the death.

8.6 Company's Option to Purchase. On the receipt by the Manager and the other Members of a Notice contemplated by Sections 8.1, 8.4 and 8.5, and on receipt of actual Notice of any Triggering Events as determined in good faith by the Manager, the Company shall have the option, for a period ending thirty (30) calendar days following the determination of the purchase price as provided in Section 8.7 below, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms set forth in said Section 8.7, and the other Members, pro rata in accordance with their prior Membership Interests in the Company, shall then have the option, for a period of thirty (30) days thereafter, to purchase the Membership Interests in the Company not purchased by the Company on the same terms and conditions as apply to the Company. If all other Members do not elect to purchase the entire remaining Membership Interest in the Company, then the Members electing to purchase shall have the right, pro rata in accordance with their prior Membership Interests in the Company, to purchase the additional Membership Interest in the Company available for purchase. The transferee of the Membership Interest in the Company that is not purchased shall hold such Membership Interest in the Company subject to all of the provisions of this Agreement.

8.7 Purchase Price for Optioned Membership Interests. The purchase price for the Membership Interest that is the subject of an option under Sections 8.3 and 8.6 shall be the "Market Value" of the interest, which shall be its fair market value determined by taking into account appropriate discounts for lack of control and marketability, as applicable. Each of the selling and purchasing parties shall use his, her or its best efforts to mutually agree upon the Market Value. If the parties are unable to so agree within thirty (30) days of the date on which the option is first exercisable (the Option Date), the selling party shall appoint, within forty (40) days of the Option Date, an appraiser, and the purchasing party shall appoint within forty (40) days of the Option Date, an appraiser. The two appraisers shall within a period of five (5) additional days, agree upon and appoint an additional appraiser. The three appraisers shall, within sixty (60) days after the appointment of the third appraiser, determine the Market Value of the Membership Interest in writing and submit their report to all the parties. The Market Value shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Market Value. Each purchasing party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser, and one-half of all other costs relating to the determination of Market Value. The option purchase price as so determined shall be payable ten percent (10%) in cash at the closing and the balance in one hundred twenty (120) equal monthly installments of principal and accrued interest at the long term Applicable Federal Rate in effect at the closing date of the purchase, represented by an unsecured promissory note. Principal may be prepaid from time to time.

8.8 Voting Prohibited by Transferring Member. Neither the Member whose Membership Interest is subject to purchase under this Article, nor such Member's Affiliate, shall participate in any Vote or discussion of any matter pertaining to the disposition of such Member's Membership Interest in the Company under this Agreement.

8.9 Admission of Transferee as a Member. Except as expressly permitted under Section 8.2 above, a prospective transferee (other than an existing Member or the spouse or issue of an existing Member) of a Membership Interest may be admitted as a Member with respect to such Membership Interest ("Substituted Member") only (a) on the approval by the Majority of Members and (b) on such prospective transferee executing a counterpart of this Agreement as a party hereto. Transferees who are existing Members, or spouses or issue of existing Members, shall automatically be deemed Substitute Members without the necessity of compliance with this section. Any prospective transferee of a Membership Interest shall be deemed an Assignee and, therefore, the owner of only an Economic Interest until such prospective transferee has been admitted as a Substituted Member. Except as otherwise permitted in the Act, prior to being admitted as a Substitute Member any such Assignee shall be entitled only to receive allocations and distributions under this Agreement with respect to such Membership Interest and shall have no right to Vote or exercise any rights of a Member. Until the Assignee becomes a Substituted Member, the Assigning Member will continue to be a Member and to have the power to exercise any rights and powers of a Member under this Agreement, including the right to Vote in proportion to the Percentage Interest that the Assigning Member would have had if the assignment had not been made.

8.10 No Release of Assigning Member. Any Person admitted to the Company as a Substituted Member shall be subject to all the provisions of this Agreement that apply to the Member from whom the Membership Interest was assigned; provided, however, that the assigning Member shall not be released from liabilities as a Member solely as a result of the assignment, with respect to both obligations to the Company and to third parties that were incurred prior to the assignment.

ARTICLE IX DISSOLUTION AND WINDING UP

9.1 Events Triggering Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The death (of an individual Member), incapacity, Bankruptcy, withdrawal or dissolution of a Member; provided, however, that the remaining Members may by the Vote of a Majority of Members within ninety (90) days of the happening of that event, Vote to continue the Business of the Company, in which case the Company shall not

dissolve. If the remaining Members fail to so Vote, the remaining Members shall wind up the Company. For purposes of this Paragraph 9.1(a), in determining a Majority of Members, the Percentage Interest of the Member who has died, become incapacitated, withdrawn, become bankrupt or dissolved shall not be taken into account.

(b) Expiration of the term of existence of the Company; provided, however, that the remaining Members may, by the Vote of a Majority of Members prior to such expiration date, Vote to continue the business of the Company to a newly agreed upon expiration date, in which case the Company shall not dissolve until such date.

(c) Written agreement of all Members to dissolve the Company.

(d) Sale or other disposition of substantially all of the Company's assets.

(e) Entry of a decree of judicial dissolution under Corporations Code Section 17351.

9.2 Winding Up Company Business on Dissolution. On dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the Business and affairs of the Company. The Managers who have not wrongfully dissolved the Company or, if there is no such Manager, the Members, shall wind up the affairs of the Company. The Persons winding up the affairs of the Company shall give Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members), the remaining assets of the Company shall be distributed or applied in the following order:

(a) To pay the expenses of liquidation.

(b) To the establishment of reasonable reserves by the Manager for contingent liabilities or obligations of the Company. Upon the Manager's determination that such reserves are no longer necessary, said reserves shall be distributed as provided in this Section 9.2.

(c) To repay outstanding loans to Members. If there are insufficient funds to pay such loans in full, each Member shall be repaid in the ratio that the Member's loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Members, including all interest accrued and unpaid thereon. Such repayment shall first be credited to accrued and unpaid interest due and the remainder shall be credited to principal.

(d) To and among the Members with Positive Capital Account Balances as provided in Section 4.14 above; provided, however, that to the extent required by Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations, upon a liquidation of the Company (or any Member's interest in the Company) liquidating distributions shall be made to the Members to the extent of and in proportion to their respective positive Capital Account balances (computed after taking into account all allocations and adjustments hereunder for the Company's taxable year in which such liquidation occurs). The Members acknowledge and agree that this Section 9.2(d) is intended to ensure that all allocations under this Agreement shall have "economic effect to the extent required pursuant to Section 1.704-1(b)(2)(ii)(b)(2) and all other applicable provisions of the Regulations from time to time existing and the Members shall interpret and apply the provisions hereof consistently therewith.

9.3 Limitation on Recourse of Members. Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of each Member, such Member shall have no recourse against any other Member for indemnification, contribution or reimbursement, except as specifically provided in this Agreement. Except as otherwise specifically provided in this Agreement, if at all, no Member shall be required to make any contribution to the Company by reason of any negative balance in the Member's Capital Account, nor shall any negative balance in a Member's Capital Account create any liability on the part of the Member to any Person.

ARTICLE X
[Intentionally Omitted]

ARTICLE XI
ARBITRATION

Any action to enforce or interpret this Agreement or to resolve disputes between the Members or by or against any Member shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at Los Angeles, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with

the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XII ATTORNEY-IN-FACT AND AGENT

Each Member, by execution of this Agreement, irrevocably constitutes and appoints each Manager (and any of them acting alone) as such Member's true and lawful attorney-in-fact and agent, with full power and authority in such Member's name, place and stead to execute, acknowledge and deliver, and to file or record in any appropriate public office: (a) any certificate or other instrument that may be necessary, desirable or appropriate to qualify the Company as a limited liability company or to transact business as such in any jurisdiction in which the Company conducts business; (b) any certificate or amendment to the Company's Articles of Organization or to any certificate or other instrument that may be necessary, desirable, or appropriate to reflect an amendment approved by the Members in accordance with the provisions of this Agreement; (c) any certificates or instruments that may be necessary, desirable or appropriate to reflect the dissolution and winding up of the Company; and (d) any certificates necessary to comply with the provisions of this Agreement. This power of attorney is deemed to be coupled with an interest and will survive the Transfer of the Member's Economic Interest. Notwithstanding the existence of this power of attorney, each Member agrees to join in the execution, acknowledgment and delivery of the instruments referred to above if requested to do so by a Manager. This power of attorney is a limited power of attorney and does not authorize any Manager to act on behalf of a Member except as described in this Article XII.

ARTICLE XIII INVESTMENT REPRESENTATIONS

Each Member hereby represents, warrants to and agrees with the other Members and the Company as follows:

13.1 Investment Intent. The Member is acquiring its Membership Interest for investment purposes only, for its own account and not with a view to or for sale in connection with any distribution of all or any part of the Membership Interest, and no other person has or will have any direct or indirect beneficial interest in or right to such Membership Interest.

13.2 Residency. The Member is a resident of the State of California.

13.3 Economic Risk. The Member is financially able to bear the economic risk of an investment in the Membership Interest, including the total loss thereof.

13.4 No Registration of Membership Interest. The Member acknowledges that the Membership Interest has not been registered under the Securities Act of 1933, as amended (the "Securities Acts"), or qualified under the California corporation Securities Law of 1968, as amended, or any other applicable blue sky laws in reliance, in part, on the Member's representations, warranties and agreements contained herein.

13.5 Membership Interest in Restricted Security. The Member understands that the Membership Interest is a "restricted security" under the Securities Acts in that the Membership Interest is being acquired from the Company in a transaction not involving a public offering and that the Membership Interest may be resold without registration under the Securities Acts only in certain limited circumstances and that otherwise the Membership Interest must be held throughout the term of this Agreement.

13.6 Consultation with Legal Counsel. The Member has been advised to consult and has, to the extent such Member deemed necessary, consulted with the Member's own legal counsel regarding any legal matters concerning investment and membership in the Company, and the tax consequences of participating in the Company.

ARTICLE XIV GENERAL PROVISIONS

14.1 Entire Agreement. This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Members and Managers or any of them.

14.2 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile and delivery of a facsimile signature shall constitute an effective execution and delivery hereof.

14.3 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California, and not the law of conflicts. This Agreement is subject to and governed by the mandatory provisions of the Act and the Articles of Organization filed with the Secretary of State, as both may be amended from time

to time. In the event of a direct conflict between the provisions of the Agreement and the mandatory provisions of the Act or the provisions of the Articles of Organization, such provisions of the Act or the Articles of Organization, as the case may be, will be controlling.

14.4 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

14.5 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns.

14.6 Number and Gender. Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

14.7 Execution of Additional Documents. The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

14.8 Business Activities of Members. Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in carrying on their respective businesses or activities.

14.9 No Agency. Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

14.10 Authorized Capacity. Each Member represents and warrants to the other Members that the Member has the capacity and authority to enter into this Agreement.

14.11 Headings. The article, section, and paragraph titles and headings contained in this Agreement are inserted as matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

14.12 Amendment. This Agreement may be altered, amended, or repealed only by a writing signed by all of the Members.

14.13 Time of the Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

14.14 Exclusive Benefit. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person (including any creditor of the Company) shall have or acquire any right or benefit by virtue of this Agreement.

14.15 Waiver of Partition. No Member has any interest in specific property of the Company. Without limiting the foregoing, each Member irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

14.16 Exhibits. All exhibits and schedules attached hereto and referred to herein are hereby incorporated into this Agreement as though fully set forth at length.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of the day and year first above written.

MEMBERS:

GG2, Inc.

By: Phyllis Gorby Kelley
Phyllis Gorby Kelley, President

Phyllis Gorby Kelley
Phyllis Gorby Kelley, Trustee of
Phyllis Gorby Kelley Non-Exempt
Irrevocable Trust, dated September 9,
2013

Gorby Fountains, L.P.

By: GG2, Inc., General Partner

Edward Gorelick
Edward Gorelick, Trustee of Laurie Gorby
Shapira Non-Exempt Irrevocable Trust,
dated May 11, 2015

By: Phyllis Gorby Kelley
Phyllis Gorby Kelley, President

14.12 Amendment. This Agreement may be altered, amended, or repealed only by a writing signed by all of the Members.

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MEMBERS:

GG2, Inc.

By: _____
Phyllis Gorby Kelley, President

Gorby Fountains, L.P.

By: GG2, Inc., General Partner

By: _____
Phyllis Gorby Kelley, President

Phyllis Gorby Kelley, Trustee of
Phyllis Gorby Kelley Non-Exempt
Irrevocable Trust, dated September 9,
2013



Edward Gorelick, Trustee of Laurie Gorby
Shapira Non-Exempt Irrevocable Trust,
dated May 11, 2015

EXHIBIT "A"

FORM OF ARTICLES OF ORGANIZATION

[SEE FORM ATTACHED HERETO]

Exhibit "A"



**California Secretary of State
Electronic Certified Copy**

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

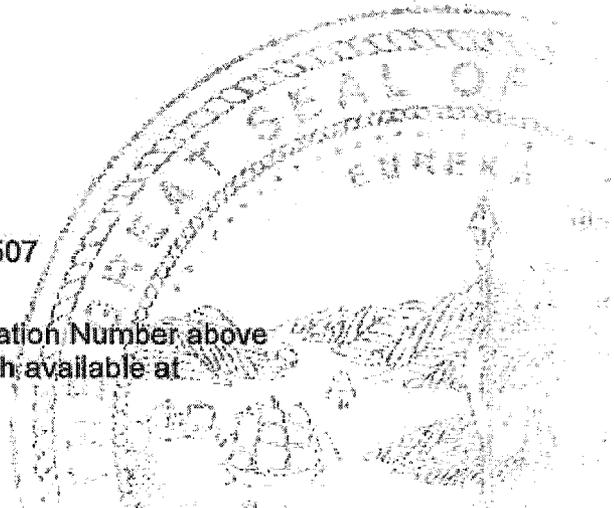


IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of December 01, 2021

SHIRLEY N. WEBER, Ph.D.
Secretary of State

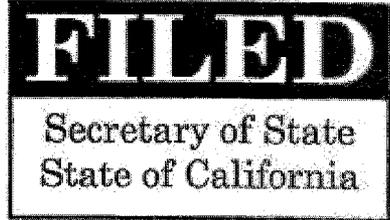
Verification Number: H8X4ZA
Entity (File) Number: 202133510507

To verify the issuance of this Certificate, use the Verification Number above with the Secretary of State Electronic Verification Search available at bizfile.sos.ca.gov





**California Secretary of State
Electronic Filing**



LLC Registration – Articles of Organization

Entity Name: Gorby Fountains Properties, LLC

Entity (File) Number: 202133510507

File Date: 12/01/2021

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. **Entity Name:** Gorby Fountains Properties, LLC

2. **Business Addresses:**
 - a. **Initial Street Address of Designated Office in California:** 21550 Oxnard Street, Suite 1000
Woodland Hills, California 91367
United States

 - b. **Initial Mailing Address:** 21550 Oxnard Street, Suite 1000
Woodland Hills, California 91367
United States

3. **Agent for Service of Process:** Edward Gorelick
21550 Oxnard Street, Suite 1000
Woodland Hills California 91367
United States

4. **Management Structure:** One Manager

5. **Purpose Statement:** The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

- Future File Date Of:** December 01, 2021

- Electronic Signature:**

- The organizer affirms the information contained herein is true and correct.**

- Organizer:** Michael C. Agran

Certificate Verification Number: H8X4ZA
Use bizfile.sos.ca.gov to verify the certified copy.

EXHIBIT "B"**MEMBER INFORMATION**

Member Name, Address:	<u>Capital Contribution</u>	<u>Percentage Interest</u>
GG2, Inc. 10960 Wilshire Blvd., Suite 700 Los Angeles, CA 90024	*	1.20%
Gorby Fountains, L.P. 10960 Wilshire Blvd., Suite 700 Los Angeles, CA 90024	*	88.30%
Phyllis Gorby Kelley Non-Exempt Irrevocable Trust, dated September 9, 2013 10960 Wilshire Blvd., Suite 700 Los Angeles, CA 90024	*	7.80%
Laurie Gorby Shapira Non-Exempt Irrevocable Trust, dated May 11, 2015 10960 Wilshire Blvd., Suite 700 Los Angeles, CA 90024	*	<u>2.70%</u>
	TOTAL:	<u>100%</u>

*Carryover basis of partnership interest
in Fountains Mobile Home Park, L.P.

Property Record Card



Parcel: 19-21-31-514-0000-0020
Property Address: 7123 RED BUG LAKE RD OVIEDO, FL 32765
Owners: GORBY FOUNTAINS PROPERTIES LLC
 2026 Market Value \$2,345,738 Assessed Value \$2,345,738 Taxable Value \$2,345,738
 2025 Tax Bill \$32,144.69
 Restaurant property w/1st Building size of 6,328 SF and a lot size of 1.79 Acres

Parcel Location



Site View



Parcel Information

Parcel	19-21-31-514-0000-0020
Property Address	7123 RED BUG LAKE RD OVIEDO, FL 32765
Mailing Address	C/O NORTH AMERICAN COMMERCIAL 9079 W POST RD STE 120 LAS VEGAS, NV 89148-2439
Subdivision	GOLDENEYE POINT
Tax District	01:County Tax District
DOR Use Code	21:Restaurant
Exemptions	None
AG Classification	No

Value Summary

	2026 Working Values	2025 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Building Value	\$789,694	\$799,237
Depreciated Other Features	\$167,608	\$162,257
Land Value (Market)	\$1,388,436	\$1,388,436
Land Value Agriculture	\$0	\$0
Just/Market Value	\$2,345,738	\$2,349,930
Portability Adjustment	\$0	\$0
Save Our Homes Adjustment/Maximum Portability	\$0	\$0
Non-Hx 10% Cap (AMD 1)	\$0	\$0
P&G Adjustment	\$0	\$0
Assessed Value	\$2,345,738	\$2,349,930

2025 Certified Tax Summary

Tax Amount w/o Exemptions	\$32,144.69
Tax Bill Amount	\$32,144.69
Tax Savings with Exemptions	\$0.00

Owner(s)

Name - Ownership Type

Note: Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

LOT 2
 GOLDENEYE POINT
 PB 75 PGS 79 & 80

Taxes

Taxing Authority	Assessed	Exempt Amount	Taxable
COUNTY GENERAL FUND	\$2,345,738	\$0	\$2,345,738
Schools	\$2,345,738	\$0	\$2,345,738
FIRE	\$2,345,738	\$0	\$2,345,738
ROAD DISTRICT	\$2,345,738	\$0	\$2,345,738
SJWM(Saint Johns Water Management)	\$2,345,738	\$0	\$2,345,738

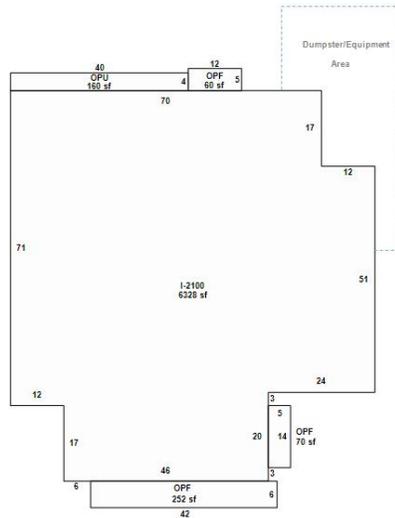
Sales

Deed Type	Date	Sale Amount	Book / Page	Sale Type	Qualified?
QUIT CLAIM DEED	12/27/2021	\$100	10168/0001	Improved	No
GUARDIAN DEED	7/1/2018	\$2,150,000	09181/0019	Improved	No

Land

Units	Rate	Assessed	Market
78,002 SF	\$17.80/SF	\$1,388,436	\$1,388,436

Building Information	
#	1
Use	WOOD BEAM/COLUMN
Year Built*	2007
Bed	
Bath	
Fixtures	0
Base Area (ft ²)	6328
Total Area (ft ²)	
Constuction	WOOD SIDING WITH WOOD OR METAL STUDS
Replacement Cost	\$1,005,979
Assessed	\$789,694



Building 1

* Year Built = Actual / Effective

Appendages	
Description	Area (ft ²)
OPEN PORCH FINISHED	60
OPEN PORCH FINISHED	70
OPEN PORCH FINISHED	252
OPEN PORCH UNFINISHED	160

Permits				
Permit #	Description	Value	CO Date	Permit Date
11569	7115 RED BUG LAKE RD: SIGN (POLE,WALL,FACIA)-SIGN [GOLDENEYE POINT]	\$0		8/15/2025
07808	FIRE ALARM SYSTEM INSTALLATION	\$1,000		7/6/2016

Extra Features					
Description	Year Built	Units	Cost	Assessed	
WALKS CONC COMM	2007	3380	\$18,387	\$11,032	
COMMERCIAL CONCRETE DR 4 IN	2007	1624	\$8,835	\$5,301	
COMMERCIAL ASPHALT DR 3 IN	2007	48468	\$162,368	\$97,421	
6' CHAIN LINK FENCE - LIN FT	2007	87	\$1,348	\$809	
8' CHAIN LINK FENCE - LIN FT	2007	83	\$1,682	\$1,009	
POLE LIGHT 2 ARM	2007	2	\$7,210	\$7,210	
POLE LIGHT 3 ARM	2007	2	\$11,330	\$11,330	
POLE LIGHT 4 ARM	2007	4	\$30,900	\$30,900	
IRON GATE - Lin Ft	2007	150	\$4,326	\$2,596	

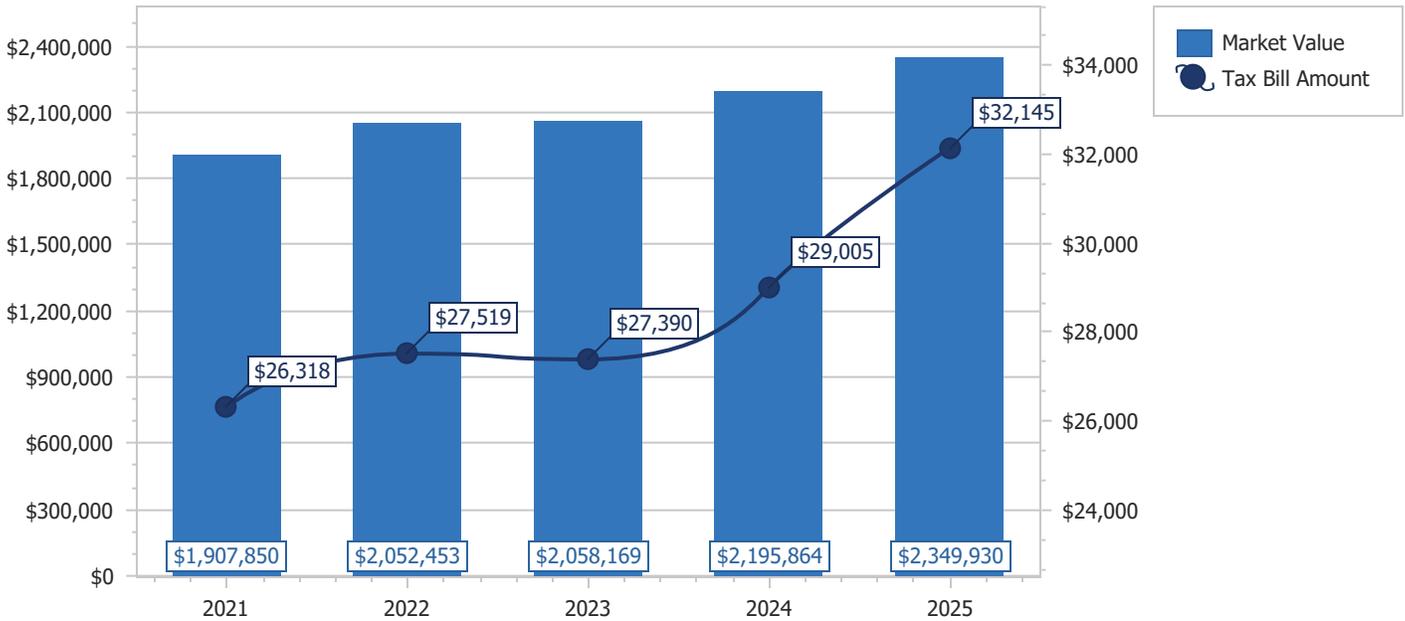
Zoning	
Zoning	PD
Description	Planned Development
Future Land Use	PD
Description	Planned Development

School Districts	
Elementary	Rainbow
Middle	Tuskawilla
High	Lake Howell

Political Representation	
Commissioner	District 1 - Bob Dallari
US Congress	District 7 - Cory Mills
State House	District 38 - David Smith
State Senate	District 10 - Jason Brodeur
Voting Precinct	Precinct 69

Utilities	
Fire Station #	Station: 27 Zone: 277
Power Company	DUKE
Phone (Analog)	AT&T
Water	Seminole County Utilities
Sewage	Seminole County Utilities
Garbage Pickup	
Recycle	
Yard Waste	
Hauler #	

Property Value History



Copyright 2026 © Seminole County Property Appraiser

**Seminole County Government
Development Services Department
Planning and Development Division
Credit Card Payment Receipt**

If you have questions about your application or payment, please email us eplandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 1/12/2026 2:39:43 PM
Project: 26-06000004
Credit Card Number: 42*****0695
Authorization Number: 00604G
Transaction Number: 120126O3B-61345647-4175-4E50-BEA6-E99DCB2D70C3
Total Fees Paid: 3837.09

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	66.09
SITE PLAN	3771.00
Total Amount	3837.09

SEMINOLE COUNTY GOVERNMENT
 1101 EAST FIRST STREET, WEST WING
 SANFORD, FLORIDA 32771

Comment Document – Initial Submittal

The DRC meeting allows 20 minutes per project to discuss and clarify any comments of concern. Additional comments or deletion of comments may result from discussions at the DRC meeting. The DRC Agenda can be found [HERE](#).

PROJECT NAME:	OLIVE GARDEN - SITE PLAN	PROJ #: 26-06000004
APPLICATION FOR:	DR - SITE PLAN	
APPLICATION DATE:	1/12/26	
RELATED NAMES:	EP JANIE SCHAUMBURG	
PROJECT MANAGER:	KAITLYN APGAR (407) 665-7377	
PARCEL ID NO.:	19-21-31-514-0000-0020	
PROJECT DESCRIPTION	PROPOSED SITE PLAN TO DEMOLISH EXISTING BUILDING AND CONSTRUCT A NEW RESTAURANT ON 1.79 ACRES LOCATED ON THE SOUTH SIDE OF RED BUG LAKE RD, EAST OF MIKLER RD	
NO OF ACRES	1.79	
BCC DISTRICT	1-Bob Dallari	
CURRENT ZONING	PD	
LOCATION	SOUTH SIDE OF RED BUG LAKE RD, EAST OF MIKLER RD	
FUTURE LAND USE-	PD	
SEWER UTILITY	SEMINOLE COUNTY UTILITIES	
WATER UTILITY	SEMINOLE COUNTY UTILITIES	
APPLICANT:	CONSULTANT:	
BOB FIELDS DARDEN RESTAURANTS 1000 DARDEN CENTER DR ORLANDO FL 32837 (407) 245-4577 [REDACTED]	JANIE SCHAUMBURG JSD PROFESSIONAL SERVICES 1400 EAST TOUHY AVE ROSEMONT IL 60018 (847) 219-1513 [REDACTED]	

County staff members have reviewed the subject development project and offer the following comments. The comments below are a compilation of comments from the ePlan review system. These items need responses with further information, data, explanation or revision of plans and documents before project approval.

Please itemize any and all revisions made to the development plan in addition to those made in response to staff comments; include a statement in your response to comments that no additional revisions have been made to the site plan beyond those stated.

For questions regarding the ePlan process, please consult the Electronic Plan Review Applicant User Guide <http://www.seminolecountyfl.gov/core/fileparse.php/3321/urlt/ePlanApplicantUserGuide.pdf>

See comments within the comment document for any fees due, as fees may be due for different aspects of your development project. Fees showing in ePlan reflect Planning & Development review or revision fees only.

State Permits that may be required:
 FDOT, FDEP- UTILITIES, SJRWMD, ENVIRONMENTAL REPORTS, ARCHEOLOGICAL REPORTS, FDEP- ENVIRONMENTAL, SJRWMD- ENVIRONMENTAL, FFW, IF APPLICABLE.

AGENCY/DEPARTMENT COMMENTS

	REVIEWED BY	TYPE	STATUS
1.	Buffers and CPTED	The buffer adjacent to Red Bug Lake Road shall be a minimum width of ten (10) feet with a three (3) foot continuous hedge. Please dimension this buffer on both the site plan and landscape plan pages. Please also show/propose the hedge on the landscape plans.	Unresolved
2.	Buffers and CPTED	Please dimension the twenty-five (25) foot landscape buffer to the south where it exists on this lot.	Unresolved
3.	Comprehensive Planning	The subject property has a Planned Development Future Land Use designation and is located in the Goldeneye PD. Please revise the overall site plan to state the PD FLU as the land use category (it currently states commercial).	Unresolved
4.	Comprehensive Planning	The subject PD limits the floor area ratio to 0.23. Please list the max allowed FAR and the proposed FAR on the overall site plan.	Unresolved
5.	Environmental - Impact Analysis	There is an existing and active Water and Sewer account with Seminole County Utilities.	Info Only
6.	Environmental Services	On Sheet C1.1: Cover Sheet, please update the water list of contacts information to be (407) 665-2024 and contact: Utilities Engineering (match what's listed for sanitary sewer contact information).	Unresolved
7.	Environmental Services	On Sheet C3.1: Site Plan and Sheet C4.1: Utility Plan, please update the legend to specify the relocated fire hydrant as a relocated public fire hydrant.	Unresolved
8.	Environmental Services	Please provide calculations to justify the size of the water meter is suitable for the proposed development (1.5"). Please submit in the form of proposed fixture counts/types with manufacturers specified maximum operating flow (in gpm) for each fixture type. Please include separate water demands in the form of maximum operating flow (in gpm) for any hose bibbs or air conditioning units proposed for the development as well.	Unresolved
9.	Natural Resources	Are the Italian cypress trees on the landscaping plan new or are they existing? Italian cypress is not on the Florida-Friendly Landscaping list. If they are existing, they may remain. New Italian cypress trees will not be approved.	Unresolved
10.	Planning and Development	On page C1.1, please update the Planning reference to Kaitlyn Apgar 407-665-7377 Please also change the Zoning reference to "Impact Fees"	Unresolved
11.	Planning and Development	On page C1.1, the sheet list table indicates the survey and general notes on pages C1.2/C1.3. Those do not seem to be included in the plan set. Please remove reference or upload those pages.	Unresolved
12.	Planning and Development	On page C3.1, please update the site data table to state the PD name (Goldeneye) and update the Land Use to state PD.	Unresolved
13.	Planning and Development	Comment On page C3.1, please state the operational hours. Operating hours for the PD are limited to between 6 AM and 2 AM. Please also notate that any outdoor dining is limited to 11 pm.	Unresolved
14.	Planning and Development	On page C3.0, please dimension the building.	Unresolved

15.	Planning and Development	On page C3.1, please state the proposed building height and state the max building height of forty-five (45) feet.	Unresolved
16.	Planning and Development	On page C3.1, please provide parking space dimensions in the site data table.	Unresolved
17.	Planning and Development	On page C3.1, please provide the proposed FAR and state max FAR of 0.23.	Unresolved
18.	Planning and Development	On page C3.1, please place a note that the PD provides twenty-five (25) percent open space between all lots in the PD.	Unresolved
19.	Planning and Development	No variance for signage will be permitted. The standards are a condition of the DO/DCA, not typical code provisions. An amendment to the DO/DCA would be required if varying from the sign regulations. Based on the Lake Mary Corridor standards the total allowed copy area for the wall signs and monument signs is 471.8 sq. ft. (two (2) square feet per one (1) linear foot of building frontage). Please amend signage plan or remove the plans. Please note signage will require a separate building permit.	Unresolved
20.	Planning and Development	Please provide dumpster enclosure details. All solid waste containers shall be enclosed on at least three (3) sides with a six (6) foot screen. The screen shall consist of a brick or masonry wall, or other durable, low-maintenance material. Please see the following link to the code section for more info: https://library.municode.com/fl/seminole_county/codes/land_development_code?nodeId=SECOLADECO_CH30ZORE_PT14LASCBUOPSP_S30.14.15SC Please advise, dumpster enclosure will require a separate permit.	Unresolved
21.	Public Safety - Addressing	On the 004-C3.1 SITE PLAN, please correct the adjacent street name from "MICKLER ROAD" to "MIKLER ROAD". Please also correct the address to the right under Site Data from "7132 RED BUG LAKE ROAD" to "7123 RED BUG LAKE ROAD", remove the "#" symbol from the adjacent addresses to the East and to the West; and add the subject lot number within its proper boundary lines.	Unresolved
22.	Public Safety - Addressing	On the 002-C2.1 DEMOLITION AND EROSION CONTROL PLAN, please correct the adjacent street name from "MICKLER ROAD" to "MIKLER ROAD", and add the adjacent and subject lot numbers within their proper boundary lines (the lot to the west is Lot 1, the subject lot is Lot 2, and the lot to the east is Lot 3).	Unresolved
23.	Public Safety - Addressing	(POSTING) Address numbers shall be made of durable weather resistant material, shall be permanently affixed to the structure and posted fronting the street the structure is addressed to. The colors of the numbers shall contrast the surrounding background of the structure, so it stands out and is clearly visible from both directions of the addressed street. SCLDC SEC 90.5(a). Addresses are entered into the 911 database and used directly by the 911 communications call center. *Address numbers are to be permanently installed facing the street the structure is addressed to.	Info Only
24.	Public Safety - Addressing	(POSTING) Commercial address numbers are to be a minimum of six (6) in height and one-half (1/2) inch in width. SCLDC 90.5 (1)	Info Only

25.	Public Safety - Addressing	(POSTING) For plazas and commercial type occupancies having multiple addresses, in addition to each building structure being properly posted, the range of the addresses shall be posted on the main plaza or occupancy sign, visible in both directions from the street. SCLDC SEC 90.5(6)	Info Only
26.	Public Safety - Addressing	(ADDRESS ASSIGNMENT) The existing address on the property, parcel 19-21-31-514-0000-0020, is 7123 RED BUG LAKE ROAD, OVIEDO, FL 32765. Once the existing structure is demolished, the new structure will retain the existing address.	Info Only
27.	Public Safety - Addressing	If Fire requires a Life Safety Plan, please ensure the correct address, 7123 RED BUG LAKE ROAD, OVIEDO, FL 32765 is listed on the plan; as well as the correct subject and adjacent lot numbers and adjacent street names.	Info Only
28.	Public Safety - Fire Marshal	Point of service (POS) for automatic sprinkler system is not shown. POS must be indicated and designated in accordance with 633.102(24) State Statute. Point-of-service means the point at which the underground piping for a fire protection system, as defined in section 633.102(24), using water as the extinguishing agent becomes used exclusively for the fire protection system. If the building is sprinklered, location of Point of Service, Backflow Preventer and/or Post Indicating valves, and Fire Department Connection are required on the Site Plan in order to complete the Review (NFPA 1)	Unresolved
29.	Public Safety - Fire Marshal	Provide the required needed fire flow calculations in accordance with Section 18.4 and table 18.4.5.2.1 of NFPA 1 for the fire hydrants. The resulting fire flow shall not be less than 1000 GPM.	Unresolved
30.	Public Safety - Fire Marshal	The requirements below shall be on all site plans as notes for sprinkled buildings: A). At minimum, a Class Five contractor is required to install fire lines. Fire lines shall begin at the point in which the piping is used exclusively for fire protection and end at a point 1-foot above the finished floor. B). The fire line for sprinkled buildings starts at the double detector check valve. C). No other water connection shall be off of the fire line. D). The Fire Department Connection shall be with-in 100 feet of the fire hydrant if standpipe system is provided. E). The only valve allowed in the FDC line is a check valve. F). All fire lines shall be inspected by the Fire Inspection Dept. before being covered.	Unresolved
31.	Public Safety - Fire Marshal	Hydrants shall be located not less than 40 ft (12 m) from the buildings to be protected per NFPA 24, Seciton 7.2.3.	Unresolved
32.	Public Safety - Fire Marshal	DDCVA shall be a minimum 40 ft away from building or as from the building as the height of the wall facing the valve. Please verify per NFPA 24 6.2.9	Unresolved
33.	Public Safety - Fire Marshal	Please place the FDC on the backflow (if possible) as that is the preferred method of SC.	Unresolved
34.	Public Safety - Fire Marshal	NO PARKING Signage and yellow striping for all fire department appliances such as FDC's, fire hydrants and fire department lanes shall be provided in accordance with NFPA 1, 18.2.3.6.1	Unresolved
35.	Public Safety - Fire Marshal	Include turning radius analysis with plans. * Turning radius analysis based on aerial truck Specifications. (Section	Unresolved

		18.2.3.4.3. NFPA 1) Fire Truck Parameters: Pierce Arrow XT Chassis Aerial Platform 100' Inside Cramp Angle: 40 Degrees Axle Track: 82.92 inches Wheel Offset: 4.68 inches Tread Width: 16.3 inches Chassis Overhang: 78 inches Additional Bumper Depth: 26 inches Front Overhang: 137.6 inches Wheelbase: 266 inches Overall length: 576 inches Calculated Turning Radius: Inside Turn: 25 ft. 4 in. Curb to Curb: 41 ft. 1 in. Wall to Wall: 48 ft. 1 in. Overall length: 48 ft	
36.	Public Safety - Fire Marshal	Additional comments may be generated based on resubmittal.	Unresolved
37.	Public Works - Engineering	There are concerns with the access to the dumpsters and the extent of the concrete in the drive aisle. Please remove the concrete from the driving path of the drive aisle. Please move the dumpsters in or to a new location as to not block the drive aisle.	Unresolved
38.	Public Works - Engineering	Please revise the Handicapped parking space sign to F.S> 316.1955 on the detail sheet.	Unresolved
39.	Public Works - Engineering	Please provide a SJRWMD permit or letter of exemption at the pre-construction meeting.	Unresolved
40.	Public Works - Engineering	There appears to be a drainage narrative that was overwritten by a note page. Please provide a detailed stormwater narrative showing that the revised plan does not increase the drainage or that the site was designed for any increase. The narrative seems to indicate that you are submitting for a 10-2. It is staffs understanding that a 10-2 cannot be submitted if it has a master SJRWMD permit. Please provide documentation that the 10/2 is acceptable or submit to SJRWMD for a permit or exemption.	Unresolved
41.	Public Works - Engineering	Please provide a hydraulic analysis of the downspouts. The County does not generally allow less than 10" drainage pipes unless a hydraulic analysis is provided. Please do not have pipes less than 6" no matter what.	Unresolved
42.	Public Works - Engineering	While the handicapped spaces seem to work, please add the surveyed elevation for the area around the handicapped spaces and ADA path to the ROW to ensure the spaces and path to the ROW meet ADA requirements.	Unresolved
43.	Public Works - Impact Analysis	The Trip Generation information provided is helpful, but we need to see what the difference between the proposed building and the existing building Net External Trips is. If the difference is less than 50 VPH during the PM Peak hour, a Full-Blown Traffic Impact Study (TIS) will not be needed. Contact Arturo J. Perez, P.E. at (407) 665-5716 or via email at aperez07@seminolecountyfl.gov for additional information.	Info Only

Agency / Department Reviewers and Project Status

This section shows the reviewers of this project from the various County agencies. It may also include additional comments for review and response.

Department	Reviewer	Email	Contact	Status
Public Safety - Addressing	Lily Kay	lkay@seminolecountyfl.gov	407-665-5045	Corrections Required
Public Works - Engineering	Jim Potter	jpotter@seminolecountyfl.gov	407-665-5764	Corrections Required
Environmental Services	James Van Alstine	jvanalstine@seminolecountyfl.gov	407-665-2014	Corrections Required
Environmental - Impact Analysis	Becky Noggle	bnoggle@seminolecountyfl.gov	407-665-2143	Approved
Planning and Development	Kaitlyn Apgar	kapgar@seminolecountyfl.gov	407-665-7377	Corrections Required
Public Safety - Fire Marshal	Matthew Maywald	mmaywald@seminolecountyfl.gov	407-665-5177	Corrections Required
Natural Resources	Sarah Harttung	sharttung@seminolecountyfl.gov	407-665-7391	Corrections Required
Comprehensive Planning	Maya Athanas	mathanas@seminolecountyfl.gov	407-665-7388	Corrections Required
Buffers and CPTED	Kaitlyn Apgar	kapgar@seminolecountyfl.gov	407-665-7377	Corrections Required
Public Works - Impact Analysis	Arturo Perez	aperez07@seminolecountyfl.gov	407-665-5716	No Review Required
Building Division	Phil Kersey	pkersey@seminolecountyfl.gov	407-665-7460	Approved

The next submittal, as required below, will be your:

1st RESUBMITTAL

DATE	RESUBMITTAL FEE DUE	ROUTE TO THESE STAFF MEMBERS FOR FURTHER REVIEW:
2/5/2026	The application fee allows for the initial submittal plus two resubmittals. <i>Note: No resubmittal fee for small site plan</i>	Kaitlyn Apgar, Maya Athanas, Lily Kay, Matthew Maywald, Jim Potter, Sarah Harttung, James Van Alstine

The initial application fee allows for the initial submittal review plus two resubmittal reviews. For the fourth review and each subsequent review, the resubmittal fees are as follows:

Major Review (3+ reviewers remaining) – 50% of original application fee

Minor Review (1-2 reviewers remaining) – 25% of original application fee

Summary of Fees: <http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/fee-information/fee-summary.stml>

NOTE: Other fees may be due. See comments for any additional fees due for your development project. (example: Addressing fee)

Upon completion of your plan review process, Planning and Development staff must authorize and stamp plans for construction use. Once you receive an approval letter from Seminole County, the site contractor must contact Seminole County Planning and Development Inspections to schedule a pre-construction conference prior to the start of any site work. Upon issuance of the site permit, your approved drawings and/or documents will be released to you through the ePlan System. For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide <http://www.seminolecountyfl.gov/core/fileparse.php/3321/urlt/ePlanApplicantUserGuide.pdf>

Cities:

Altamonte Springs	(407) 571-8000	www.altamonte.org
Casselberry	(407) 262-7700	www.casselberry.org
Lake Mary	(407) 585-1449	www.lakemaryfl.com
Longwood	(407) 260-3440	www.longwoodfl.org
Oviedo	(407) 971-5555	www.cityofoviedo.net
Sanford	(407) 688-5000	www.sanfordfl.gov
Winter Springs	(407) 327-1800	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT		www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800	www.sjrwmd.com
Health Department	Septic	(407) 665-3621	

Other Resources:

Flood Prone Areas	www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas	www.seminole.wateratlas.usf.edu
Seminole Co. Property Appraiser	www.scpafl.org



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0133

Title:

MAGIC CITY BBQ - PRE-APPLICATION

Project Number: 26-80000008

Project Description: Proposed Special Exception for a home-based food service on 0.34 acres in the R-1 zoning district located on the northwest corner of W SR 426 and James Dr

Project Manager: Annie Sillaway (407) 665-7936 (asillaway@seminolecountyfl.gov)

Parcel ID: 29-21-31-501-0000-0010

BCC District: 1-Dallari

Applicant: Gloria White (407) 800-1115

Consultant: N/A



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
(407) 665-7371 EPLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: 26-800008
Received & paid:
1/23/26

PRE-APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICATION FEE

PRE-APPLICATION \$50.00

PROJECT

PROJECT NAME: Magic City BBQ
PARCEL ID #(S): ~~14-21-29-502~~ 29-21-31-501-0000-0000
TOTAL ACREAGE: 0.34 BCC DISTRICT: Thur & Fri
ZONING: R-1 FUTURE LAND USE: ~~Food Truck use~~ MDR

APPLICANT

NAME: Gloria White COMPANY: Magic City BBQ
ADDRESS: 2681 W State Rd 426
CITY: Dunedin STATE: FL ZIP: 32765
PHONE: 407-800-1115 EMAIL: [REDACTED]

CONSULTANT

NAME: Gloria White COMPANY: 11
ADDRESS: 11
CITY: STATE: 11 ZIP: 11
PHONE: 407-800-1115 EMAIL: [REDACTED]

PROPOSED DEVELOPMENT (CHECK ALL THAT APPLY)

SUBDIVISION LAND USE AMENDMENT REZONE SITE PLAN SPECIAL EXCEPTION
Description of proposed development: _____

STAFF USE ONLY

COMMENTS DUE: 01/30 COM DOC DUE: 02/05 DRC MEETING: 02/18/2026
 PROPERTY APPRAISER SHEET PRIOR REVIEWS:
ZONING: R-1 FLU: MDR LOCATION: on the northwest corner of W SR 426 and James Dr
W/S: SEMINOLE COUNTY UTILITIES BCC: 1: DALLARI

Gloria White

2681 W State Rd 426

Oviedo FL, 32765

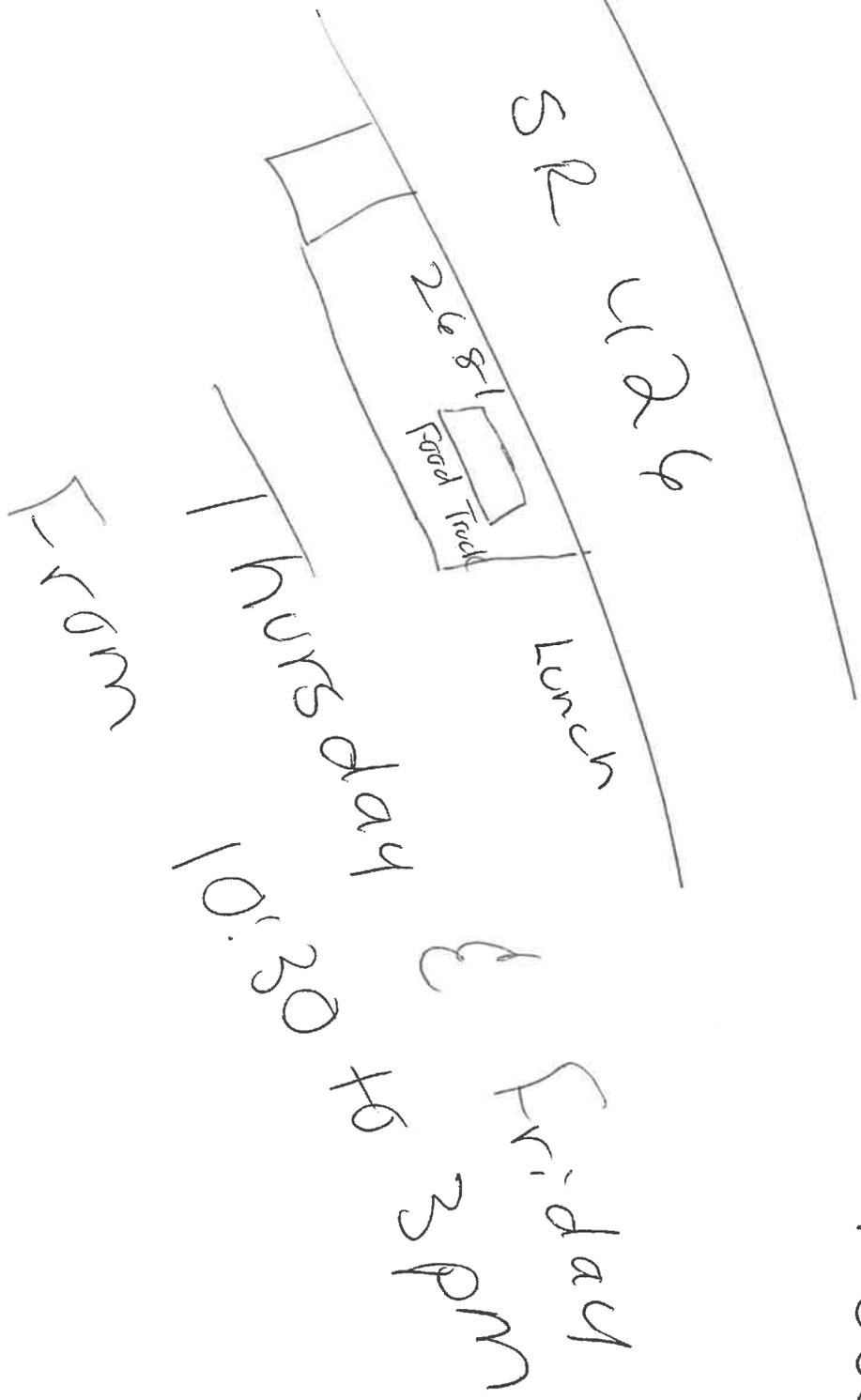
Plans to sell lunch from
10:30 AM until 3 PM

Thursday & Friday's

Thank You

Gloria White
2681 West State Rd 426
Oviedo, FL 32765

Phone #
407-800
1115



Parcel # 29-21-31-501-0000-0010

Property Record Card



Parcel: **29-21-31-501-0000-0010**
 Property Address: **2681 W SR 426 OVIEDO, FL 32765**
 Owners: **WHITE, GLORIA A ENH LIFE EST**
 2026 Market Value \$296,554 Assessed Value \$296,554 Taxable Value \$245,143
 2025 Tax Bill \$3,515.21 Tax Savings with Exemptions \$558.81
 The 5 Bed/4 Bath Single Family property is 2,325 SF and a lot size of 0.34 Acres

Parcel Location



Site View



Parcel Information

Parcel	29-21-31-501-0000-0010
Property Address	2681 W SR 426 OVIEDO, FL 32765
Mailing Address	2681 W STATE ROAD 426 OVIEDO, FL 32765-8371
Subdivision	JAMESTOWN
Tax District	01:County Tax District
DOR Use Code	01:Single Family
Exemptions	00-HOMESTEAD (2024)
AG Classification	No

Value Summary

	2026 Working Values	2025 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Building Value	\$251,304	\$252,580
Depreciated Other Features	\$0	\$0
Land Value (Market)	\$45,250	\$45,250
Land Value Agriculture	\$0	\$0
Just/Market Value	\$296,554	\$297,830
Portability Adjustment	\$0	\$0
Save Our Homes Adjustment/Maximum Portability	\$0	\$0
Non-Hx 10% Cap (AMD 1)	\$0	\$0
P&G Adjustment	\$0	\$0
Assessed Value	\$296,554	\$297,830

2025 Certified Tax Summary

Tax Amount w/o Exemptions	\$4,074.02
Tax Bill Amount	\$3,515.21
Tax Savings with Exemptions	\$558.81

Note: Does NOT INCLUDE Non Ad Valorem Assessments

Owner(s)

Name - Ownership Type
WHITE, GLORIA A ENH LIFE EST

Legal Description

LOT 1 S OF LOT 12 JAMESTOWN PB 9 PG 71

Taxes

Taxing Authority	Assessed	Exempt Amount	Taxable
COUNTY GENERAL FUND	\$296,554	\$51,411	\$245,143
Schools	\$296,554	\$25,000	\$271,554
FIRE	\$296,554	\$51,411	\$245,143
ROAD DISTRICT	\$296,554	\$51,411	\$245,143
SJWM(Saint Johns Water Management)	\$296,554	\$51,411	\$245,143

Sales

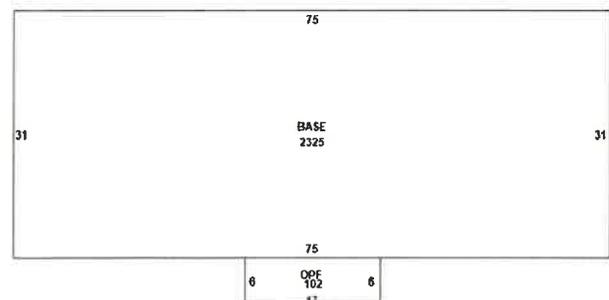
Deed Type	Date	Sale Amount	Book / Page	Sale Type	Qualified?
QUIT CLAIM DEED	6/13/2024	\$100	10645/0898	Improved	No
WARRANTY DEED	6/1/2003	\$85,800	04912/1123	Improved	Yes
PROBATE RECORDS	2/1/2003	\$100	04697/0094	Improved	No
QUIT CLAIM DEED	4/1/1996	\$15,800	03067/0241	Improved	No
QUIT CLAIM DEED	1/1/1978	\$100	01152/0719	Improved	No
WARRANTY DEED	1/1/1976	\$4,000	01103/0755	Vacant	No

Land

Units	Rate	Assessed	Market
0.36 Acres	\$125,000/Acre	\$45,250	\$45,250

Building Information

#	1
Use	SINGLE FAMILY
Year Built*	2022
Bed	5
Bath	4.0
Fixtures	15
Base Area (ft ²)	2325
Total Area (ft ²)	2427
Constuction	CONC BLOCK
Replacement Cost	\$255,131
Assessed	\$251,304



Building 1

* Year Built = Actual / Effective

Appendages	
Description	Area (ft ²)
OPEN PORCH FINISHED	102

Permits				
Permit #	Description	Value	CO Date	Permit Date
05849	COMPLETE, 2681 W SR 426 : SINGLE FAMILY DETACHED-NEW SFR [JAMESTOWN] *DRAWN	\$289,088	3/9/2022	5/15/2020
04914	07/28/2015 01:19:40 PM Created by: Kim Permit Key 12014052204914 was added! Permit expired - work not started	\$158,484		5/22/2014
00565	DEMO HOUSE	\$1,500		1/22/2014
01624	PLUMBING	\$40		2/1/2001

Extra Features				
Description	Year Built	Units	Cost	Assessed
PATIO NO VALUE	2022	1	\$0	\$0

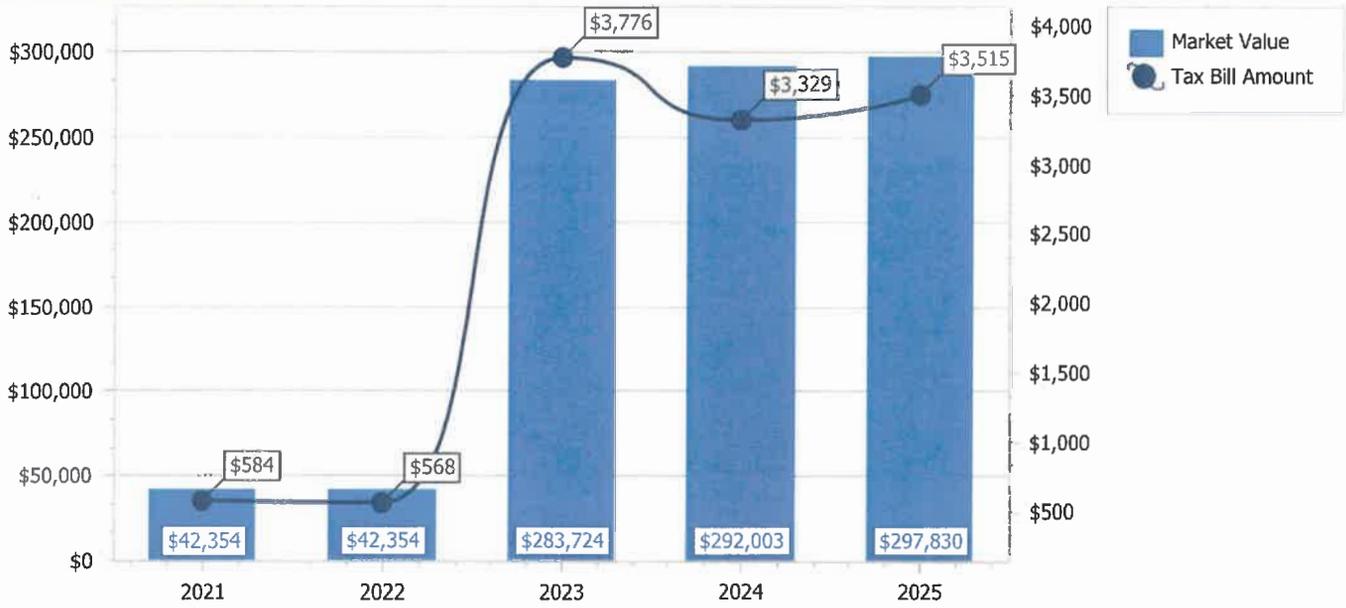
Zoning	
Zoning	R-1
Description	Single Family-8400
Future Land Use	MDR
Description	Medium Density Residential

School Districts	
Elementary	Evans
Middle	Tuskawilla
High	Lake Howell

Political Representation	
Commissioner	District 1 - Bob Dallari
US Congress	District 7 - Cory Mills
State House	District 37 - Susan Plasencia
State Senate	District 10 - Jason Brodeur
Voting Precinct	Precinct 75

Utilities	
Fire Station #	Station: 29 Zone: 291
Power Company	DUKE
Phone (Analog)	AT&T
Water	Seminole County Utilities
Sewage	Seminole County Utilities
Garbage Pickup	MON/THU
Recycle	THU
Yard Waste	WED
Hauler #	Waste Pro

Property Value History



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**Seminole County Government
Development Services Department
Planning and Development Division
Credit Card Payment Receipt**

If you have questions about your application or payment, please email us eplandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 1/23/2026 1:32:13 PM
Project: 26-80000008
Credit Card Number: 47*****8202
Authorization Number: 018034
Transaction Number: 230126C2A-685780E6-25B0-4202-94F9-2EE6DEAD82BD
Total Fees Paid: 52.50

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	2.50
PRE APPLICATION	50.00
Total Amount	52.50

SEMINOLE COUNTY GOVERNMENT
 1101 EAST FIRST STREET, WEST WING
 SANFORD, FLORIDA 32771

PROJECT NAME:	MAGIC CITY BBQ - PRE-APPLICATION	PROJ #: 26-80000008
APPLICATION FOR:	DR - PRE-APPLICATION DRC	
APPLICATION DATE:	1/23/26	
RELATED NAMES:	EP GLORIA WHITE	
PROJECT MANAGER:	ANNE SILLAWAY (407) 665-7936	
PARCEL ID NO.:	29-21-31-501-0000-0010	
PROJECT DESCRIPTION	PROPOSED SPECIAL EXCEPTION FOR A HOME-BASED FOOD SERVICE ON 0.34 ACRES IN THE R-1 ZONING DISTRICT LOCATED ON THE NORTHWEST CORNER OF W SR 426 AND JAMES DR	
NO OF ACRES	0.34	
BCC DISTRICT	1-Bob Dallari	
CURRENT ZONING	R-1	
LOCATION	ON THE NORTHWEST CORNER OF W CR 426 AND JAMES DRIVE	
LOCATION PART 2		
CURRENT LAND USE-FUTURE	MDR	
SEWER UTILITY	SEMINOLE COUNTY UTILITIES	
WATER UTILITY	SEMINOLE COUNTY UTILITIES	
APPLICANT:	CONSULTANT:	
GLORIA WHITE MAGIC CITY BBQ 2681 W SR 426 OVIEDO FL 32765 (407) 800-1115 [REDACTED]	N/A	

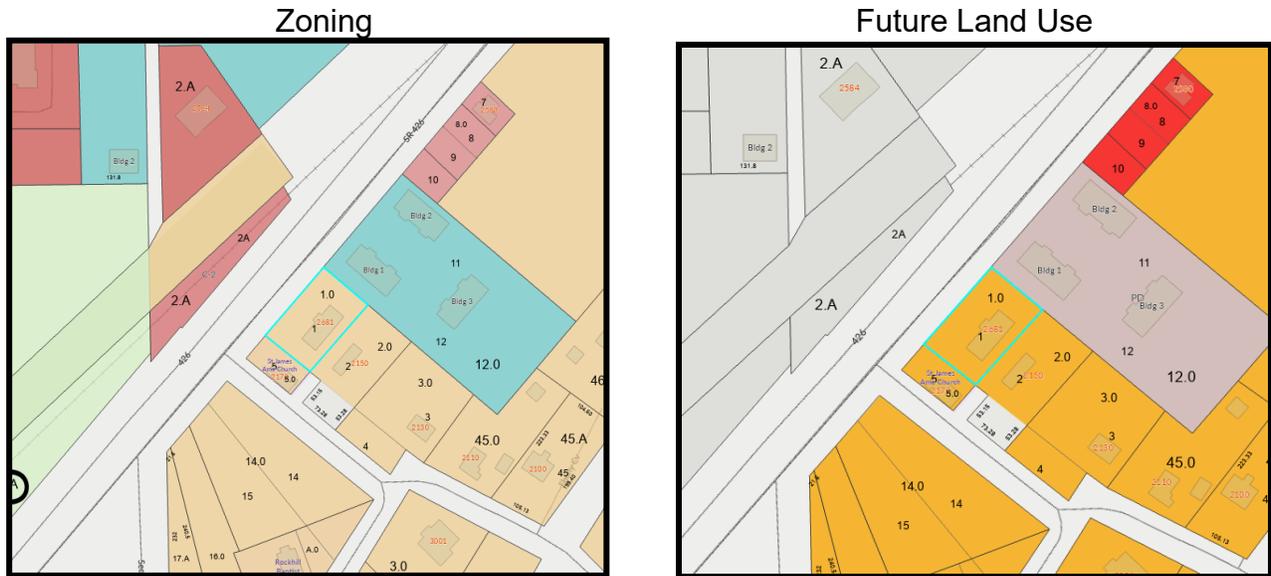
Please be advised, these comments are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These comments are informational only and do not grant any approvals. Also be advised, from time-to-time Codes and Ordinances are amended and the comments provided only reflect the regulations in effect at the time of review.

The development project review will be completed utilizing Electronic Plan Review (ePlan). For questions regarding this process, please consult the Electronic Plan Review Applicant User Guide that can be found [here](#).

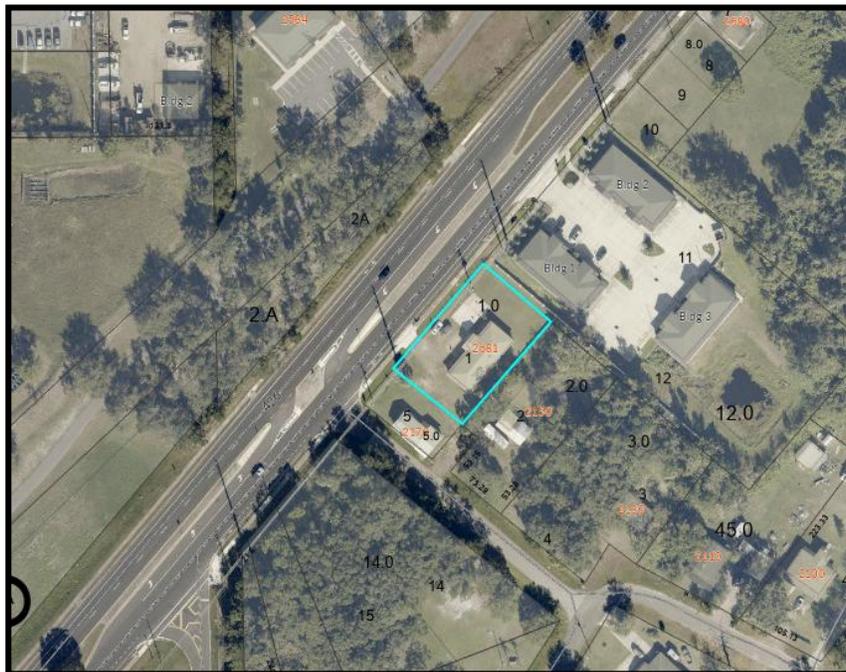
PROJECT MANAGER COMMENTS

- The subject property has a Future Land Use of Medium Density Residential with R-1 (Single Family Dwelling) zoning.
- The proposed use of a food truck either temporary or permanent is not permitted in the R-1 (Single Family Dwelling) zoning district.

PROJECT AREA ZONING AND AERIAL MAPS



Aerial



AGENCY/DEPARTMENT COMMENTS

NO.	REVIEWED BY	TYPE	STATUS
1.	Comprehensive Planning David German	Site has a Future Land Use of MDR (Medium Density Residential). Based on this, note Policy FLU 5.2.2 Medium Density Residential: The purpose and intent of this land use designation is to provide for a range of residential uses at a maximum density of 10 dwelling units per net buildable acre and allow for the conversion of existing residential units to residential professional office uses in the Residential Professional zoning classification. Uses - Single family detached residences, patio homes, duplexes, multi-family units, mobile home parks/manufactured housing parks and factory built modular units at a maximum density of 10 dwelling units per net buildable acre; Based on this, the proposed use of a food business does not appear consistent with the MDR FLU.	Info Only
2.	Comprehensive Planning David German	Note Policy FLU 5.3.3 Commercial: -Purpose and Intent The purpose and intent for this land use is to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, highway oriented commercial, and other commercial services. This land use should be located at the intersections of major roadways and along major roadways as infill development where this use is established. The maximum intensity permitted in this designation is 0.35 floor area ratio.	Info Only
3.	Comprehensive Planning David German	Note Policy FLU 5.4.3 Neighborhood Commercial Uses: The County may allow commercial uses in areas designated solely for residential uses under the following conditions: Development intensity is limited to uses designed to serve the needs of the immediate neighborhoods, including: - Daycare centers - Convenience stores without gasoline pumps - Delicatessen/Cafe - Ice cream or coffee shop - Barbershop or hair salon Based on this, it does not appear that a food truck would qualify under the FLU Neighborhood commercial Uses category.	Info Only
4.	Environmental Services James Van Alstine	Site is already connected to County water/sewer. No utility work proposed with this project. No review required.	Info Only
5.	Planning and Development Annie Sillaway	Per Sec. 30.6.4 (c) (3)(a) - General Requirements. All mobile food vendors shall meet the following requirements: a. Mobile (temporary) food vendors shall be permitted in C-1, C-2, C-3, and M-1 Districts, but may also be allowed	Info Only

		in the Planned Development (PD) District where an approved master development plan permits general retail commercial uses, and where mobile food vendors are not specifically prohibited through a development order.	
6.	Planning and Development Annie Sillaway	Per Sec. 30.6.4 (c)(3)(a) - Mobile (temporary) food vendors shall not operate on vacant lots or within one hundred (100) feet of any structure containing a residence. Operation of an individual vendor at any location shall be limited to three (3) consecutive days and a total of twelve (12) days in any calendar month.	Info Only
7.	Planning and Development Annie Sillaway	County staff has reviewed the subject project based on the information you have provided to us and have compiled the following information for your use. Please be advised, these are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These s are informational only and do not grant any approvals. Also be advised, from time to time Codes and Ordinances are amended and the s provided only reflect the regulations in effect at the time of review. Seminole County Land Development Code: http://www.seminolecountyfl.gov/guide/codes.asp Seminole County Planning & Development: http://www.seminolecountyfl.gov/gm/	Info Only
8.	Planning and Development Annie Sillaway	The proposed use of a mobile (temporary) or permanent food truck is not permitted in the current R-1 (Single Family Dwelling) Zoning District, nor is the use permitted as a special exception.	Info Only
9.	Public Safety - Fire Marshal Matthew Maywald	This will require an initial fire inspection. If the truck is relocated daily a reinspection is required to ensure no gas leaks, placement, access, etc. This is all fee based. If the truck is permanently located, an initial and then likely a monthly inspection shall be conducted.	Info Only
10.	Public Safety - Fire Marshal Matthew Maywald	Fire department access road shall have an unobstructed width of not less than 20 ft in accordance with the specifications of NFPA 1, Section 18.2.3.5.1.1	Info Only
11.	Public Works - Engineering Jim Potter	The drainage for the site is not clear. An appropriate outfall will need to be demonstrated or the site will have to hold one of the following as applicable; The entire 25-year, 24-hour storm event volume onsite if a viable outfall is not demonstrated.	Info Only
12.	Public Works - Engineering Jim Potter	Based on 1 ft. contours, the topography of the site appears to slope generally north.	Info Only
13.	Public Works - Engineering Jim Potter	Based on a preliminary review, the outfall from the site is not clear. It appears that it may outfall to north or west across several private properties.	Info Only
14.	Public Works -	A detailed drainage analysis will be required at final	Info Only

	Engineering Jim Potter	engineering.	
15.	Public Works - Engineering Jim Potter	A permit from the St. John's River Water Management District or Florida Department of Environmental Protection is generally required for projects with more than 5,000 sq. ft. of new impervious or 4,000 sq. ft. of new building for a total of 9,000 sq. ft. of new impervious surface. For more information see www.sjrwmd.com .	Info Only
16.	Public Works - Engineering Jim Potter	A National Pollutant Discharge Elimination System (NPDES) Permit is required for all projects that disturb greater than one acre.	Info Only
17.	Public Works - Engineering Jim Potter	Driveway location/separation is not in accordance with the County Access Management Standards. The separation is required to be 330' on a Collector or Arterial roadway. There is currently approximately 70' to James Drive. There is not clear safe access into and out of the site.	Info Only
18.	Public Works - Engineering Jim Potter	The entrance and parking area will have to be paved or concrete. There would have to be at least 1 handicapped space provided for the site.	Info Only
19.	Public Works - Impact Analysis Arturo Perez	No Review Required.	Info Only

DEPARTMENT PROJECT STATUS AND CONTACT

This section shows the reviewers of this project from the various departments.

DEPARTMENT	STATUS	REVIEWER
Environmental - Impact Analysis	No Review Required	Becky Noggle 407-665-2143 bnoggle@seminolecountyfl.gov
Public Works - Engineering	Review Complete	Jim Potter 407-665-5764 jpotter@seminolecountyfl.gov
Natural Resources	Review Complete	Sarah Harttung 407-665-7391 sharttung@seminolecountyfl.gov
Environmental Services	Review Complete	James Van Alstine 407-665-2014 jvanalstine@seminolecountyfl.gov
Buffers and CPTED	No Review Required	Annie Sillaway 407-665-7936 asillaway@seminolecountyfl.gov
Planning and Development	Review Complete	Annie Sillaway 407-665-7936 asillaway@seminolecountyfl.gov
Public Safety - Fire Marshal	Review Complete	Matthew Maywald 407-665-5177 mmaywald@seminolecountyfl.gov
Public Works - Impact Analysis	No Review Required	Arturo Perez 407-665-5716 aperez@seminolecountyfl.gov
Comprehensive Planning	Review Complete	David German 407-665-7386 dgerman@seminolecountyfl.gov
Building Division	Review Complete	Phil Kersey 407-665-7460 Pkersey@seminolecountyfl.gov

RESOURCE INFORMATION

Seminole County Land Development Code:

https://library.municode.com/fl/seminole_county/codes/land_development_code

Seminole County Comprehensive Plan:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/comprehensive-plan/index.stml>

Development Services:

<http://www.seminolecountyfl.gov/departments-services/development-services/>

Seminole County Property Appraiser Maps:

<https://map.scpafl.org/>

Seminole County Wetland Information:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/forms-applications-resources/wetl-dock-information.stml>

Wekiva Consistency form:

<https://www.seminolecountyfl.gov/docs/default-source/pdf/WevikaRiverAreaConsistencyFormNovember2024ADA.pdf>

FEMA LOMR (Letter of Map Revision):

www.fema.gov

Cities:

Altamonte Springs	(407) 571-8150	www.altamonte.org
Casselberry	(407) 262-7751	www.casselberry.org
Lake Mary	(407) 585-1369	www.lakemaryfl.com
Longwood	(407) 260-3462	www.longwoodfl.org
Oviedo	(407) 971-5775	www.cityofoviedo.net
Sanford	(407) 688-5140	www.sanfordfl.gov
Winter Springs	(407) 327-5963	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT		www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800	www.sjrwmd.com
Health Department	Septic	(407) 665-3605	www.floridahealth.gov

Other Resources:

Flood Prone Areas	www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas	www.seminole.wateratlas.usf.edu



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0152

Title:

LAMAR BILLBOARD - PRE-APPLICATION

Project Number: 26-80000010

Project Description: Proposed Site Plan for a billboard relocation on 2.54 acres in the A-1 zoning district located on the west side of I-4, east of Markham Woods Rd

Project Manager: Annie Sillaway (407) 665-7936 (asillaway@seminolecountyfl.gov)

Parcel ID: 24-20-29-300-0090-0000

BCC District: 5-Herr

Applicant: Rich Behrle (407) 808-9353

Consultant: Kent Hipp (407) 843-8880



**SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
(407) 665-7371 EPLANDESK@SEMINOLECOUNTYFL.GOV**

PROJ. #: 26-80000010
RECEIVED AND PAID 01/30/2026

PRE-APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICATION FEE

<input checked="" type="checkbox"/> PRE-APPLICATION	\$50.00
---	---------

PROJECT

PROJECT NAME: Lamar Billboard Condemnation relocation	
PARCEL ID #(S): 24-20-29-300-0090-0000	
TOTAL ACREAGE: 2.54	BCC DISTRICT: 5
ZONING: A-1	FUTURE LAND USE: SE

APPLICANT

NAME: Rich Behrle	COMPANY: Lamar Corporation Properties, LLC		
ADDRESS: 6700 Shadowridge Drive			
CITY: Orlando	STATE: FL	ZIP: 32812	
PHONE: 407-808-9353	EMAIL: [REDACTED]		

CONSULTANT

NAME: Kent Hipp	COMPANY: Gray Robinson, PA		
ADDRESS: 301 E. Pine Street, #400			
CITY: Orlando	STATE: FL	ZIP: 32812	
PHONE: 407-843-8880	EMAIL: [REDACTED]		

PROPOSED DEVELOPMENT (CHECK ALL THAT APPLY)

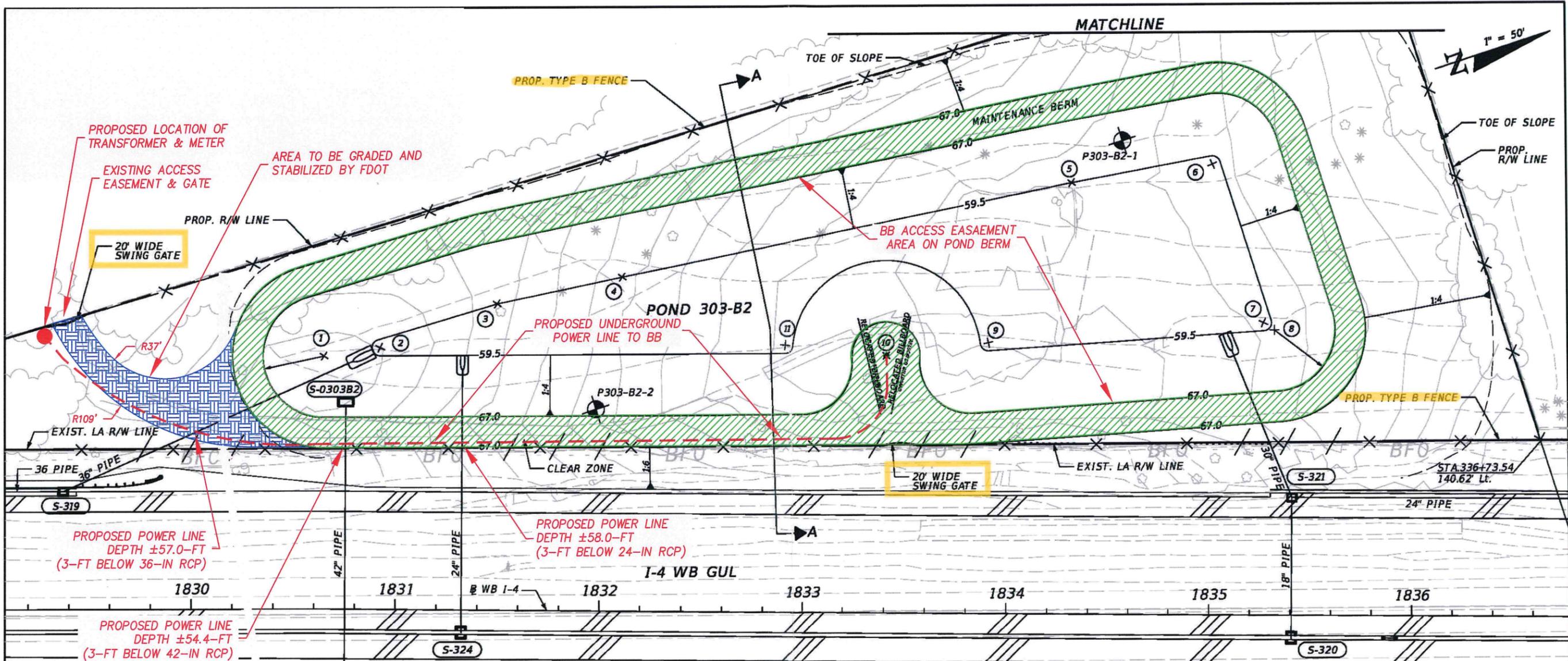
<input type="checkbox"/> SUBDIVISION	<input type="checkbox"/> LAND USE AMENDMENT	<input type="checkbox"/> REZONE	<input checked="" type="checkbox"/> SITE PLAN	<input type="checkbox"/> SPECIAL EXCEPTION
Description of proposed development: Lamar Billboard Condemnation relocation				

STAFF USE ONLY

COMMENTS DUE: 02//06	COM DOC DUE: 02/12	DRC MEETING: 2/18/2026
<input type="checkbox"/> PROPERTY APPRAISER SHEET <input type="checkbox"/> PRIOR REVIEWS:		
ZONING: A-1	FLU: SE	LOCATION: on the west side of I-4, east of Markham Woods Rd
W/S: SUNSHINE WATER SERVICES	BCC: 5: HERR	

Pre-application meeting Narrative for 1871 E. Crowley Circle, Longwood, FL 32779, Parcel number 24-20-29-300-0090-0000

On-site relocation for existing billboard a short distance from current position as requested by the FDOT to avoid a new retention pond being installed by FDOT for the I-4 Highway Widening Project. Property was taken. Solution get sign further from Neighbors.



PROPOSED LOCATION OF TRANSFORMER & METER
 EXISTING ACCESS EASEMENT & GATE
 AREA TO BE GRADED AND STABILIZED BY FDOT

PROPOSED POWER LINE DEPTH ±57.0-FT (3-FT BELOW 36-IN RCP)

PROPOSED POWER LINE DEPTH ±54.4-FT (3-FT BELOW 42-IN RCP)

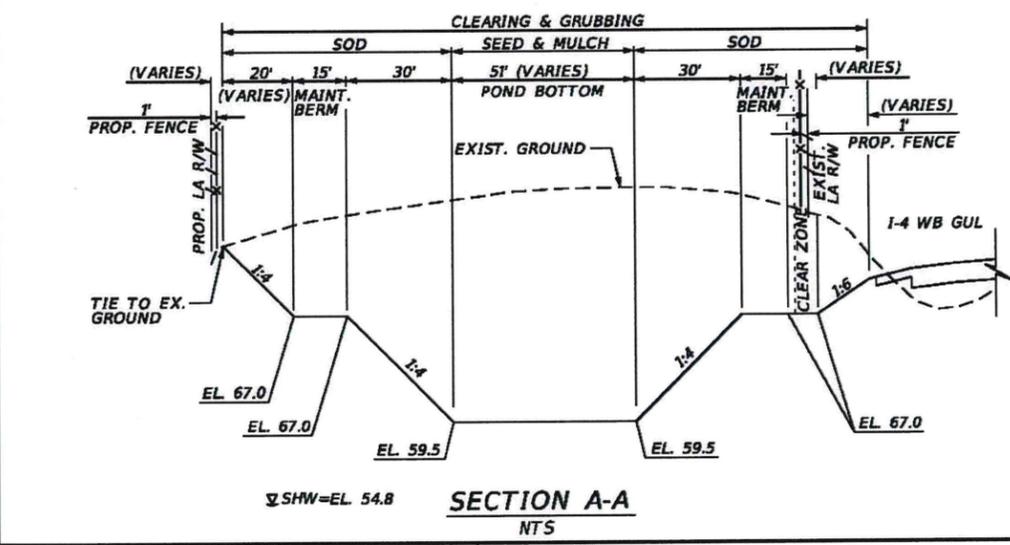
PROPOSED UNDERGROUND POWER LINE TO BB

PROPOSED POWER LINE DEPTH ±58.0-FT (3-FT BELOW 24-IN RCP)

- NOTES:**
- ALL CONTROL POINTS ARE REFERENCED FROM @ WB I-4.
 - SEE RDWY. X-SECTIONS FOR POND 303-B2 EARTHWORK.
- ⊙ APPROXIMATE BORING LOCATION

POND 303-B2	
DHW EL. (100yr-240hr FDOT)	= 65.91
DHW EL. (25yr-96hr SJRWMD)	= 65.98
WEIR EL.	= 65.57
BOTTOM EL.	= 60.5
SHW EL.	= 54.8

CONTROL POINTS POND 303-B2			
Number	Station	Offset	Radius
1	1830+63.98	124.08' Lt.	30'
2	1830+91.53	128.44' Lt.	4'
3	1831+48.63	150.34' Lt.	-
4	1832+10.20	163.87' Lt.	-
5	1834+31.08	211.53' Lt.	-
6	1835+00.77	221.00' Lt.	4'
7	1835+26.30	143.56' Lt.	4'
8	1835+31.69	139.96' Lt.	30'
9	1833+90.62	132.97' Lt.	4'
10	1833+40.56	126.37' Lt.	16.5
11	1832+90.27	131.04' Lt.	4'

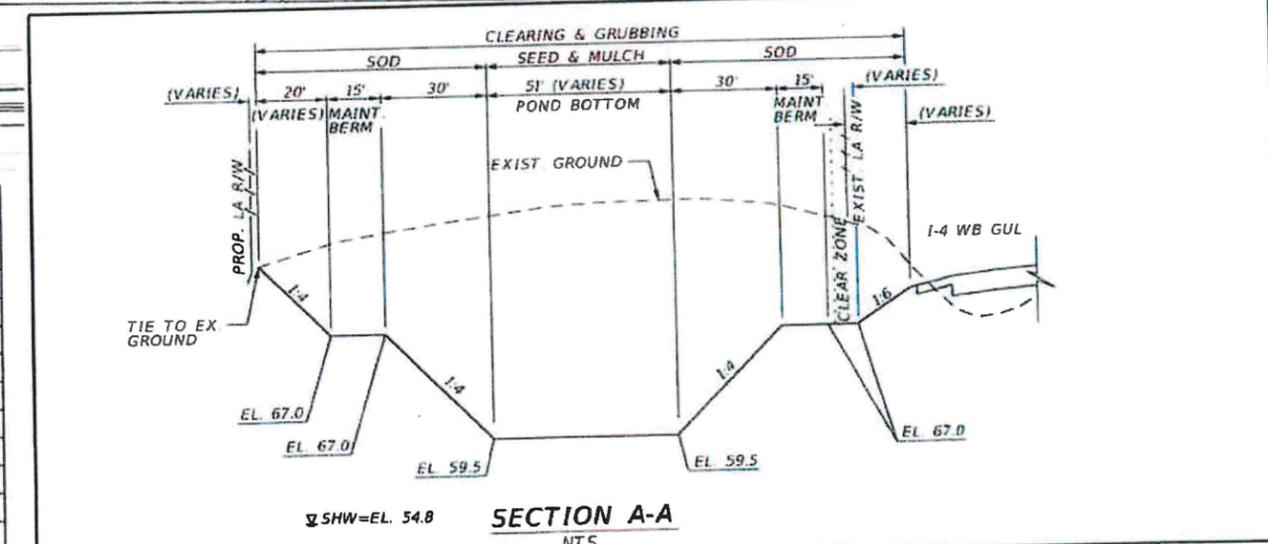
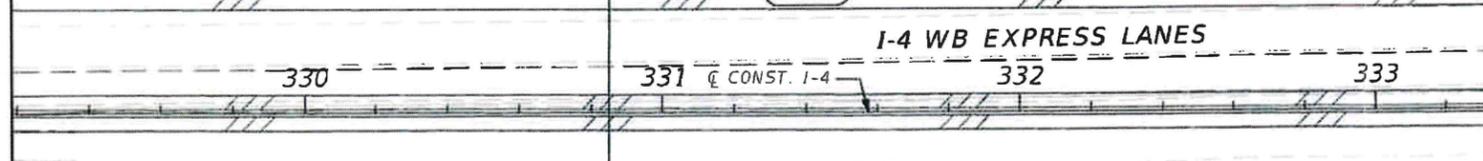
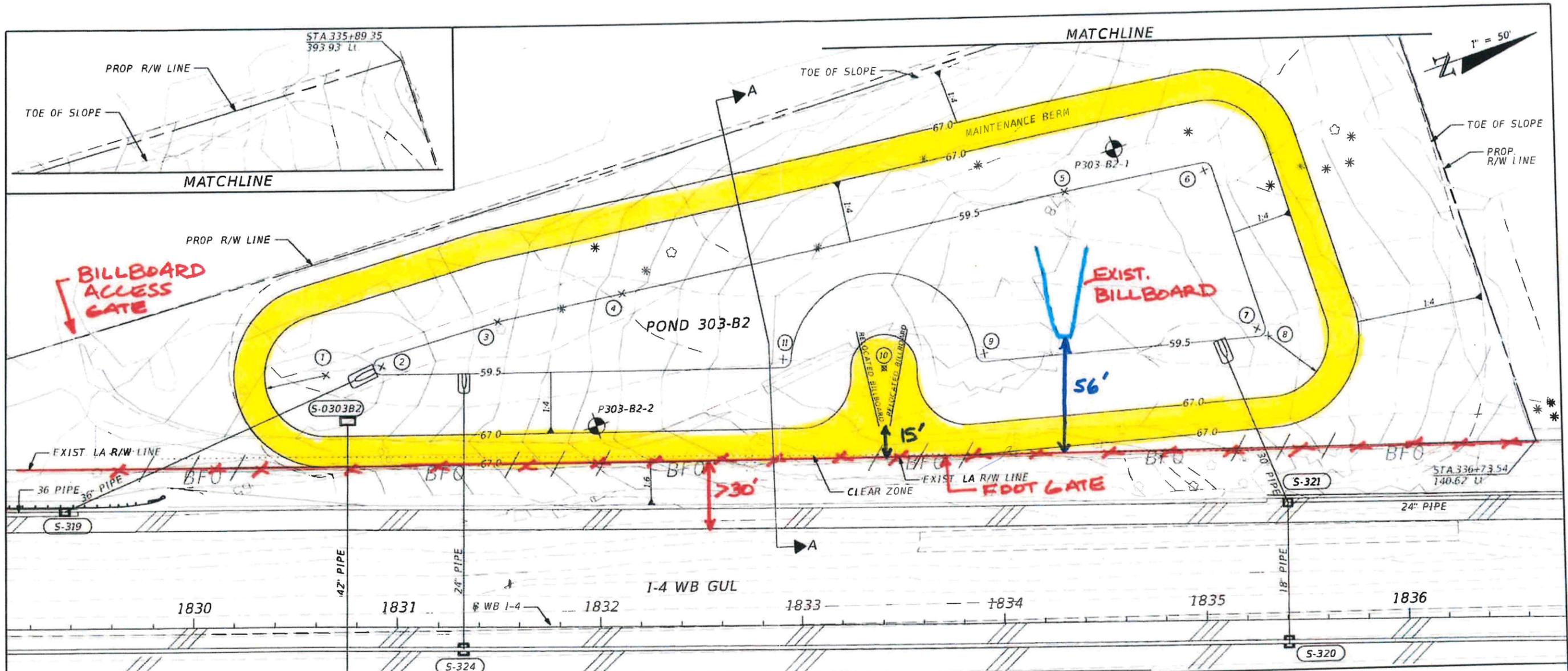


REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL J. QUARTETTI, P.E.
 P.E. LICENSE NUMBER 45976
 WSP USA Inc.
 2202 N WEST SHORE BLVD., SUITE 300
 TAMPA, FL 33607
 CERTIFICATE OF AUTHORIZATION 00001462

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
400	SEMINOLE	242592-4-52-01

POND DETAILS POND 303-B2	
SHEET NO.	366



- NOTES:
- ALL CONTROL POINTS ARE REFERENCED FROM @ WB I-4.
 - SEE RDWY X-SECTIONS FOR POND 303-B2 EARTHWORK
- ⊗ APPROXIMATE BORING LOCATION

POND 303-B2	
DHW EL. (100yr-240hr FDOT) =	65.91
DHW EL. (25yr-96hr SJRWMD) =	65.98
WEIR EL =	65.57
BOTTOM EL =	60.5
SHW EL =	54.8

CONTROL POINTS POND 303-B2			
Number	Station	Offset	Radius
1	1830+63.98	124.08' Lt	30'
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
400	SEMINOLE	242592-4-52-01

POND DETAILS
POND 303-B2

SHEET NO
 367

Property Record Card



Parcel: **24-20-29-300-0090-0000**
 Property Address:
 Owners: **TLC PROPERTIES INC**
 2026 Market Value \$151,920 Assessed Value \$151,920 Taxable Value \$151,920
 2025 Tax Bill \$2,078.11
 Sign Site/Cell Tower property has a lot size of 2.73 Acres

Parcel Location



Site View

Parcel Information

Parcel	24-20-29-300-0090-0000
Property Address	
Mailing Address	6700 SHADOWRIDGE DR STE 250 ORLANDO, FL 32812-9017
Subdivision	
Tax District	01:County Tax District
DOR Use Code	9911:Sign Site/Cell Tower
Exemptions	None
AG Classification	No

Value Summary

	2026 Working Values	2025 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	0	0
Depreciated Building Value	\$0	\$0
Depreciated Other Features	\$0	\$0
Land Value (Market)	\$151,920	\$151,920
Land Value Agriculture	\$0	\$0
Just/Market Value	\$151,920	\$151,920
Portability Adjustment	\$0	\$0
Save Our Homes Adjustment/Maximum Portability	\$0	\$0
Non-Hx 10% Cap (AMD 1)	\$0	\$0
P&G Adjustment	\$0	\$0
Assessed Value	\$151,920	\$151,920

2025 Certified Tax Summary

Tax Amount w/o Exemptions	\$2,078.11
Tax Bill Amount	\$2,078.11
Tax Savings with Exemptions	\$0.00

Owner(s)

Name - Ownership Type
 TLC PROPERTIES INC

Note: Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 24 TWP 20S RGE 29E
 N 1076.7 FT OF NE 1/4 OF SW 1/4
 W OF I-4

Taxes

Taxing Authority	Assessed	Exempt Amount	Taxable
COUNTY GENERAL FUND	\$151,920	\$0	\$151,920
Schools	\$151,920	\$0	\$151,920
FIRE	\$151,920	\$0	\$151,920
ROAD DISTRICT	\$151,920	\$0	\$151,920
SJWM(Saint Johns Water Management)	\$151,920	\$0	\$151,920

Sales

Deed Type	Date	Sale Amount	Book / Page	Sale Type	Qualified?
SPECIAL WARRANTY DEED	4/1/2015	\$165,100	08452/1812	Vacant	Yes
SPECIAL WARRANTY DEED	5/1/2011	\$125,000	07578/0610	Vacant	Yes
QUIT CLAIM DEED	5/1/2011	\$100	07578/0608	Vacant	No
QUIT CLAIM DEED	7/1/1987	\$100	01867/0883	Vacant	No

Land

Units	Rate	Assessed	Market
1 Lot	\$72,067/Lot	\$72,067	\$72,067
2.54 Acres	\$45,000/Acre	\$79,853	\$79,853

Building Information

#	
Use	
Year Built*	
Bed	
Bath	
Fixtures	
Base Area (ft ²)	
Total Area (ft ²)	
Constuction	
Replacement Cost	
Assessed	

Building

* Year Built = Actual / Effective

Permits

Permit #	Description	Value	CO Date	Permit Date
04179	14 X 48 DOUBLE-FACED BILLBOARD SIGN	\$300,000		5/25/2011

Extra Features

Description	Year Built	Units	Cost	Assessed
-------------	------------	-------	------	----------

Zoning

Zoning	A-1
Description	Agricultural-1Ac
Future Land Use	SE
Description	Suburban Estates

Political Representation

Commissioner	District 5 - Andria Herr
US Congress	District 7 - Cory Mills
State House	District 39 - Doug Bankson
State Senate	District 10 - Jason Brodeur
Voting Precinct	Precinct 32

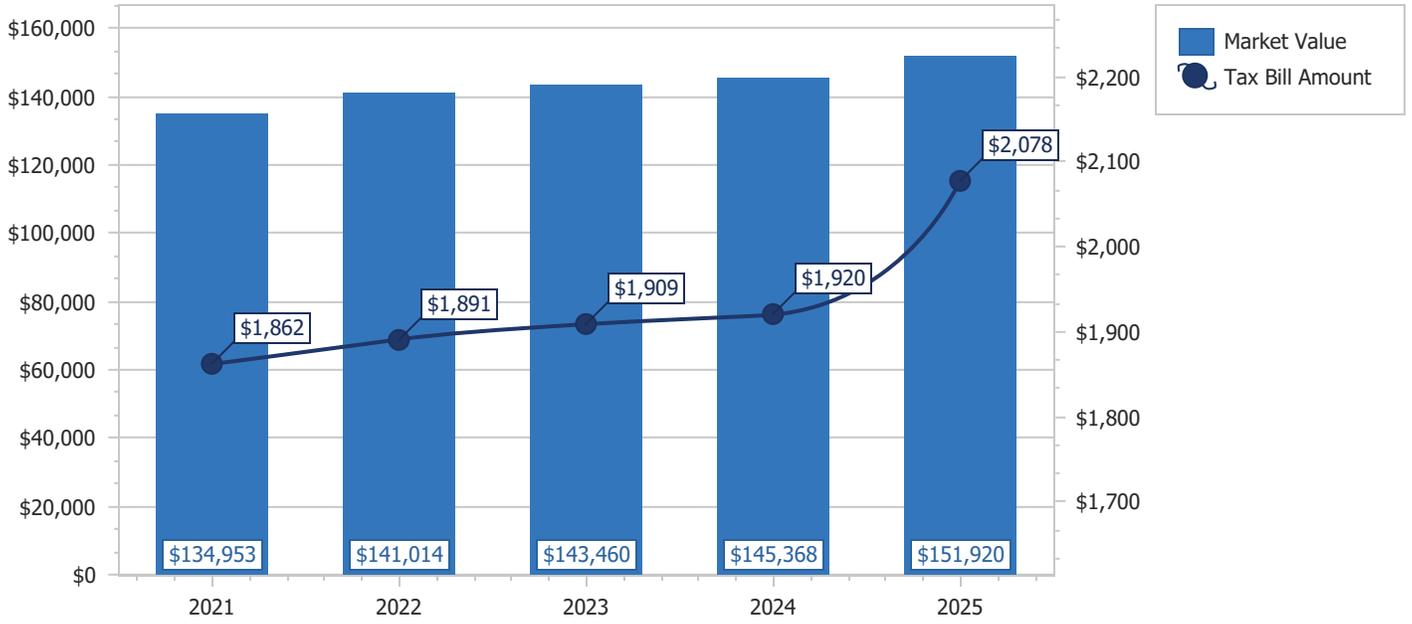
School Districts

Elementary	Woodlands
Middle	Markham Woods
High	Lake Mary

Utilities

Fire Station #	Station: 36 Zone: 362
Power Company	DUKE
Phone (Analog)	AT&T
Water	Sunshine Water Services
Sewage	Sunshine Water Services
Garbage Pickup	
Recycle	
Yard Waste	
Hauler #	

Property Value History



Copyright 2026 © Seminole County Property Appraiser

**Seminole County Government
Development Services Department
Planning and Development Division
Credit Card Payment Receipt**

If you have questions about your application or payment, please email us epandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 1/30/2026 2:33:18 PM
Project: 26-80000010
Credit Card Number: 37*****2000
Authorization Number: 203896
Transaction Number: 300126C19-893E9EE5-7AE2-42A7-9968-6274DC4648B4
Total Fees Paid: 52.50

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	2.50
PRE APPLICATION	50.00
Total Amount	52.50

SEMINOLE COUNTY GOVERNMENT

1101 EAST FIRST STREET, WEST WING
SANFORD, FLORIDA 32771

PROJECT NAME:	LAMAR BILLBOARD - PRE-APPLICATION	PROJ #: 26-80000010
APPLICATION FOR:	DR - PRE-APPLICATION DRC	
APPLICATION DATE:	1/30/26	
RELATED NAMES:	EP RICH BEHRLE	
PROJECT MANAGER:	ANNE SILLAWAY (407) 665-7936	
PARCEL ID NO.:	24-20-29-300-0090-0000	
PROJECT DESCRIPTION	PROPOSED SITE PLAN FOR A BILLBOARD RELOCATION ON 2.54 ACRES IN THE A-1 ZONING DISTRICT LOCATED ON THE WEST SIDE OF I-4, EAST OF MARKHAM WOODS RD	
NO OF ACRES	2.54	
BCC DISTRICT	Andria Herr	
CURRENT ZONING	A-1	
LOCATION	ON THE WEST SIDE OF I-4, EAST OF MARKHAM WOODS RD	
FUTURE LAND USE-	SE	
SEWER UTILITY	SUNSHINE WATER SERVICES	
WATER UTILITY	SUNSHINE WATER SERVICES	
APPLICANT:	CONSULTANT:	
RICH BEHRLE LAMAR CORPORATION 6700 SHADOWRIDGE DR ORLANDO FL 32812 (407) 808-9353	KENT HIPPI GRAY ROBINSON, PA 301 E PINE ST ORLANDO FL 32812 (407) 843-8880	

Please be advised, these are intended to assist you in finding information that will enable you to prepare for your plan review. They are not intended to replace or exempt you from the applicable Codes and Ordinances as they pertain to your project. These s are informational only and do not grant any approvals. Also be advised, from time-to-time Codes and Ordinances are amended and the services provided only reflect the regulations in effect at the time of review.

PROTECT YOURSELF FROM FRAUDULENT INVOICES

Seminole County has received reports of fraudulent invoices targeting applicants in the Planning, Building Permitting, and Development Review processes. These invoices may appear professional and may use the County’s logo, address, or terminology. However, they are not legitimate County communications. Seminole County never requests wire transfer payments for Planning or Building Permitting fees. All official fee invoices are issues through County online payment systems and can be verified by contacting the Development Services Department.

If you receive any invoice or payment request that appears suspicious or unfamiliar, contact the Planning Department at (407) 665-7371 or the Building Department at (407) 665-7050 prior to making any payment.

PROJECT MANAGERS

- The subject property has a Future Land Use of Suburban Estates with A-1 (Agriculture) zoning.
- The next step is to submit a Billboard/Outdoor Advertising Sign application, which will require Board approval as a consent agenda item. A Site Plan application will also be required as part of the process.

PROJECT AREA ZONING AND AERIAL MAPS

Zoning



Future Land Use



Aerial



AGENCY/DEPARTMENTS

NO.	REVIEWED BY	TYPE	STATUS
1.	Buffers and CPTED Annie Sillaway	<p>Based on section E in the Voluntary Billboard Agreement any removal of trees and vegetation on the property shall be in accordance with sec. 30.13.3 (b)(1)(a)(2), the base of each structure shall be surrounded by a five (5) foot deep landscaped bufferyard. The landscaped bufferyard shall be planted with suitable landscaped material, and maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity with one (1) year of planting.</p> <p>The agreement also states that any removal of trees or vegetation on the property owned by the County within 1,500 feet of either side of the faces of the sign shall be in accordance with Sec. 30.13.3.</p>	Info Only
2.	Buffers and CPTED Annie Sillaway	<p>As part of the 2010 Voluntary Billboard Agreement, the owner is required to maintain a twenty-five (25) foot landscape buffer along the north and west property lines adjacent to the existing residential subdivision, and to provide enhanced landscaping if necessary. Specifically, the owner must maintain the twenty-five (25) foot buffer and install sand oaks with a minimum height of five (5) feet and sand pines with a minimum height of ten (10) feet, planted twenty (20) feet on center.</p>	Info Only
3.	Comprehensive Planning David German	<p>The subject property has a Suburban Estates (SE) Future Land Use Designation. The purposes and intent of this land use designation are: to allow the development of large lot single family estates as a desired final land use; to act as a stepped down land use serving as a buffer between urban development and the East Rural Area; and to allow existing agricultural operations to continue until developed for other uses.</p> <p>Uses - Single family residences on a minimum of one acre; - General rural uses; - Houses of worship, country clubs (over 10 acres in size) and home occupations; - Public elementary schools, public middle schools and public high schools; and - Special exception uses such as adult congregate living facilities, group homes, mobile homes and accessory uses, borrow pits, cemeteries, kennels, sewage and water treatment plants, landfills, and other public utility structures.</p>	Info Only
4.	Environmental Services James Van Alstine	<p>This site is not within Seminole County's utility service area. No review required by Seminole County Utilities. Please provide a letter/email from Sunshine Water Services that they have no objections to the proposed project as this site is within their utility service area.</p>	Info Only
5.	Natural Resources	<p>The site has favorable conditions for gopher tortoises. Please note new FFWCC rules pertaining to gopher</p>	Info Only

	Sarah Harttung	tortoises and get any applicable state permits prior to construction.	
6.	Planning and Development Annie Sillaway	The Applicant would be required to submit for the Site Plan Review process. The Site Plan will be in accordance to the approved agreement.	
7.	Planning and Development Annie Sillaway	Setbacks will be according to the approved agreement.	Info Only
8.	Planning and Development Annie Sillaway	Based on the voluntary billboard agreement, the sign shall not exceed an overall height of thirty-five (35) feet tall from grade of I-4, unless a variance is granted.	Info Only
9.	Planning and Development Annie Sillaway	The relocation of the existing billboard is moving closer to Interstate 4, which is owned and maintained by the Florida Department of Transportation. Based on the Florida State Statute 479.11, no sign shall be erected, used operated or maintained, within 660 feet of the nearest edge of the right-of-way of any portion of the interstate highway system (property boundary of Interstate 4). Due to a new retention pond being installed by FDOT, the Applicant will be required to provide either a letter of no objection of setback from the highway or provide language in the billboard agreement at the time of the application for a Billboard/Outdoor Advertisement, which will be required prior to board approval.	Info Only
10.	Planning and Development Annie Sillaway	At the time of the application for a Billboard/Outdoor Advertising Sign, the following information will be required: <ul style="list-style-type: none"> - Application - Application Fee - Draft Outdoor Advertising Sign Agreement in Digital Word format (examples can be found in the previous voluntary billboard agreement). The agreement must include a written waiver and release by the sign owner, the property owner and any sign lessees. - Site Plan showing the location of the proposed sign, including its relation to adjacent roadways, zoning and future land use designation, setbacks and any proposed buffers. - Statement that the proposed sign complies with the Future Land Use designation and Zoning district, or a justification statement for why the proposed location is in the public interest per SCLDC Section 30.13.3 (b). Statement that the 	Info Only

		<p>proposed sign complies with all applicable setbacks required by SCLDC Part 65, or a justification statement for why the proposed location is in the public interest.</p> <ul style="list-style-type: none"> - Rendering and Specifications of the proposed sign including dimensions. The number, location and specifications of the Outdoor Advertising signs. - As of 2024, the existing billboard sign is a legal non-conforming structure/use. As part of the application submittal, the applicant must provide a justification statement for the relocation of the non-conforming structure/use. 	
11.	Public Safety - Fire Marshal Matthew Maywald	As long as the proposed billboard does not impede any structures or hydrants fire has no further comments.	Info Only
12.	Public Works - Impact Analysis Arturo Perez	No Review Required.	Info Only
13.	Public Works – Final Engineering	No specific drainage issues noted.	Info Only
14.	Public Works – Final Engineering	If there is a legal access easement to the property no specific traffic issues noted.	Info Only

DEPARTMENT PROJECT STATUS AND CONTACT

This section shows the reviewers of this project from the various departments.

DEPARTMENT	STATUS	REVIEWER
Comprehensive Planning	Review Complete	David German 407-665-665-7386 dgerman@seminolecountyfl.gov
Buffers and CPTED	Review Complete	Annie Sillaway 407-665-7936 asillaway@seminolecountyfl.gov
Planning and Development	Review Complete	Annie Sillaway 407-665-7936 asillaway@seminolecountyfl.gov
Environmental Services	Review Complete	James Van Alstine 407-665-2014 jvanalstine@seminolecountyfl.gov
Public Safety - Fire Marshal	Review Complete	Matthew Maywald 407-665-5177 mmaywald@seminolecountyfl.gov
Public Works - Engineering	Review Complete	Jim Potter 407-665-5764 jpotter@seminolecountyfl.gov
Natural Resources	Review Complete	Sarah Harttung 407-665-7391 sharttung@seminolecountyfl.gov
Public Works - Impact Analysis	No Review Required	Arturo Perez 407-6655716 aperez@seminolecountyfl.gov

RESOURCE INFORMATION

Seminole County Land Development Code:

https://library.municode.com/fl/seminole_county/codes/land_development_code

Seminole County Comprehensive Plan:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/comprehensive-plan/index.stml>

Development Services:

<http://www.seminolecountyfl.gov/departments-services/development-services/>

Seminole County Property Appraiser Maps:

<https://map.scpafl.org/>

Seminole County Wetland Information:

<http://www.seminolecountyfl.gov/departments-services/development-services/planning-development/forms-applications-resources/wetl-dock-information.stml>

Wekiva Consistency form:

<https://www.seminolecountyfl.gov/docs/default-source/pdf/WevikaRiverAreaConsistencyFormNovember2024ADA.pdf>

FEMA LOMR (Letter of Map Revision):

www.fema.gov

Cities:

Altamonte Springs	(407) 571-8150	www.altamonte.org
Casselberry	(407) 262-7751	www.casselberry.org
Lake Mary	(407) 585-1369	www.lakemaryfl.com
Longwood	(407) 260-3462	www.longwoodfl.org
Oviedo	(407) 971-5775	www.cityofoviedo.net
Sanford	(407) 688-5140	www.sanfordfl.gov
Winter Springs	(407) 327-5963	www.winterspringsfl.org

Other Agencies:

Florida Dept of Transportation	FDOT		www.dot.state.fl.us
Florida Dept of Enviro Protection	FDEP	(407) 897-4100	www.dep.state.fl.us
St. Johns River Water Mgmt Dist	SJRWMD	(407) 659-4800	www.sjrwmd.com
Health Department	Septic	(407) 665-3605	www.floridahealth.gov

Other Resources:

Flood Prone Areas www.seminolecountyfl.gov/gm/building/flood/index.aspx
Watershed Atlas www.seminole.wateratlas.usf.edu