



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

PROJ. #: 25-20000007

Received: 7/21/25

Paid: 7/25/25

REZONE/FUTURE LAND USE AMENDMENT

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

APPLICATION TYPES/FEEES

- | | | | | | | | | | | | | | | | | | |
|--|---|---|---------------------------------------|--|---------|---|------------------|--|--|---|--|---|--|---|--|---|---------|
| ☐ LARGE SCALE FUTURE LAND USE AMENDMENT ONLY (>50 ACRES) | \$400/ACRE* (\$10K MAX. FEE) | | | | | | | | | | | | | | | | |
| ☐ LARGE SCALE FLU AMENDMENT <u>AND</u> REZONE (>50 ACRES)
LSFLUA FEE _____ + 50% OF REZONE FEE _____ = _____ TOTAL LSFLUA AND REZONE FEE | \$400/ACRE* (\$10K MAX. FEE) + 50% OF REZONE
_____ | | | | | | | | | | | | | | | | |
| ☐ SMALL SCALE FUTURE LAND USE AMENDMENT ONLY (≤50 ACRES) | \$3,500 | | | | | | | | | | | | | | | | |
| ☐ SMALL SCALE FLU AMENDMENT <u>AND</u> REZONE (≤50 ACRES)
SSFLUA FEE \$3,500 + 50% OF REZONE FEE _____ = _____ TOTAL SSFLUA AND REZONE FEE | \$3,500 + 50% OF REZONE FEE
_____ | | | | | | | | | | | | | | | | |
| ☐ TEXT AMENDMENT (NOT ASSOCIATED WITH LAND USE AMENDMENT) | \$3,000 | | | | | | | | | | | | | | | | |
| ☐ TEXT AMENDMENT (ASSOCIATED WITH LAND USE AMENDMENT) | \$1,000 | | | | | | | | | | | | | | | | |
| ☒ REZONE (NON-PD)** \$2,500 + \$75/ACRE* (\$6,500 MAX. FEE) | | | | | | | | | | | | | | | | | |
| ☐ PD REZONE** <table border="0" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 60%;"> ☐ PD REZONE </td> <td style="width: 40%;">\$4,000 + \$75/ACRE* (\$10K MAX. FEE)</td> </tr> <tr> <td> ☐ PD FINAL DEVELOPMENT PLAN </td> <td>\$1,000</td> </tr> <tr> <td> ☐ PD FINAL DEVELOPMENT PLAN AS AN ENGINEERED SITE PLAN </td> <td>CALCULATED BELOW</td> </tr> <tr> <td colspan="2">(TOTAL SF OF <u>NEW</u> IMPERVIOUS SURFACE AREA SUBJECT FOR REVIEW/1,000)^* x \$25 + \$2,500 = FEE DUE</td> </tr> <tr> <td colspan="2">(TOTAL SF OF <u>NEW</u> ISA _____ /1,000 = _____)^* x \$25 + \$2,500 = FEE DUE: _____</td> </tr> <tr> <td colspan="2"><u>EXAMPLE: 40,578 SF OF NEW ISA UNDER REVIEW = 40,578/1,000 = 40.58 x \$25 = \$1,014.50 + \$2,500 = \$3,514.50</u></td> </tr> <tr> <td> ☐ PD MAJOR AMENDMENT </td> <td>\$4,000 + \$75/ACRE** (\$10K MAX. FEE)</td> </tr> <tr> <td> ☐ PD MINOR AMENDMENT </td> <td>\$1,000</td> </tr> </table> | | ☐ PD REZONE | \$4,000 + \$75/ACRE* (\$10K MAX. FEE) | ☐ PD FINAL DEVELOPMENT PLAN | \$1,000 | ☐ PD FINAL DEVELOPMENT PLAN AS AN ENGINEERED SITE PLAN | CALCULATED BELOW | (TOTAL SF OF <u>NEW</u> IMPERVIOUS SURFACE AREA SUBJECT FOR REVIEW/1,000)^* x \$25 + \$2,500 = FEE DUE | | (TOTAL SF OF <u>NEW</u> ISA _____ /1,000 = _____)^* x \$25 + \$2,500 = FEE DUE: _____ | | <u>EXAMPLE: 40,578 SF OF NEW ISA UNDER REVIEW = 40,578/1,000 = 40.58 x \$25 = \$1,014.50 + \$2,500 = \$3,514.50</u> | | ☐ PD MAJOR AMENDMENT | \$4,000 + \$75/ACRE** (\$10K MAX. FEE) | ☐ PD MINOR AMENDMENT | \$1,000 |
| ☐ PD REZONE | \$4,000 + \$75/ACRE* (\$10K MAX. FEE) | | | | | | | | | | | | | | | | |
| ☐ PD FINAL DEVELOPMENT PLAN | \$1,000 | | | | | | | | | | | | | | | | |
| ☐ PD FINAL DEVELOPMENT PLAN AS AN ENGINEERED SITE PLAN | CALCULATED BELOW | | | | | | | | | | | | | | | | |
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| ☐ PD MINOR AMENDMENT | \$1,000 | | | | | | | | | | | | | | | | |
| ☐ DEVELOPMENT OF REGIONAL IMPACT (DRI) <table border="0" style="width: 100%; margin-top: 5px;"> <tr> <td> ☐ DETERMINATION OF SUBSTANTIAL DEVIATION (OR OTHER CHANGE) </td> <td>\$3,500.00</td> </tr> </table> | | ☐ DETERMINATION OF SUBSTANTIAL DEVIATION (OR OTHER CHANGE) | \$3,500.00 | | | | | | | | | | | | | | |
| ☐ DETERMINATION OF SUBSTANTIAL DEVIATION (OR OTHER CHANGE) | \$3,500.00 | | | | | | | | | | | | | | | | |

*PER ACRE FEES ARE ROUNDED UP TO THE NEAREST FULL ACRE

**50% OF REZONE FEE IF REZONE IS CONCURRENT WITH A LAND USE AMENDMENT

^ACREAGE IS CALCULATED FOR THE AFFECTED AREA ONLY

^^ROUNDED TO 2 DECIMAL POINTS

PROJECT	
PROJECT NAME: <u>36092 French Ave Rezone</u>	
PARCEL ID #(S): <u>12-20-30-04A-0000</u>	
LOCATION: <u>Ronald Reagan Blvd Sanford, FL 32775 / 3650</u> <u>French Ave Sanford, FL 32775</u>	
EXISTING USE(S): <u>Residential</u>	PROPOSED USE(S): <u>Commercial</u>
TOTAL ACREAGE: <u>1.22</u> acres	BCC DISTRICT: <u>2: Zembower</u>
WATER PROVIDER: <u>Sanford</u>	SEWER PROVIDER: <u>City of Sanford</u>
CURRENT ZONING: <u>A-1</u>	PROPOSED ZONING: <u>C-2</u>
CURRENT FUTURE LAND USE: <u>Com.</u>	PROPOSED FUTURE LAND USE: <u>Com.</u>

APPLICANT		EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐	
NAME: <u>Dunamis Dunn</u>		COMPANY:	
ADDRESS: <u>25 SE 2nd Ave, Ste 550 PMB 439</u>			
CITY: <u>Miami</u>		STATE: <u>FL</u>	ZIP: <u>33131</u>
PHONE: <u>407-590-5515</u>		EMAIL: <u>tffcomp@gmail.com</u>	

CONSULTANT		EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐	
NAME:		COMPANY:	
ADDRESS:			
CITY:		STATE:	ZIP:
PHONE:		EMAIL:	

OWNER(S)		(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)	
NAME(S): <u>3760 French Ave LLC</u>			
ADDRESS: <u>25 SE 2nd Ave, Ste 550 PMB 439</u>			
CITY: <u>Miami</u>		STATE: <u>FL</u>	ZIP: <u>33131</u>
PHONE: <u>407-590-5515</u>		EMAIL: <u>tffcomp@gmail.com</u>	

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☒ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. **PD Final Development Plan as an Engineered Site Plan may not defer.**

☐ 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.)

TYPE OF CERTIFICATE**CERTIFICATE NUMBER****DATE ISSUED**

VESTING:

TEST NOTICE:

☐ Concurrency application has been submitted online and the appropriate fee is 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.

By my signature hereto, I do hereby certify that the information contained in this application is true and correct to the best of my knowledge and understand that deliberate misrepresentation of such information may be grounds for denial or reversal of the application and/or revocation of any approval based upon this application.

I hereby authorize County staff to enter upon the subject property at any reasonable time for the purposes of investigating and reviewing this request. I also hereby agree to place a public notice sign (placard), if required, on the subject property at a location(s) to be determined by County staff.

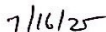
I further acknowledge that Seminole County may not defend any challenge to my proposed Future Land Use Amendment/Rezoning and related development approvals, and that it may be my sole obligation to defend any and all actions and approvals, which authorize the use or development of the subject property. Submission of this form initiates a process and does not imply approval by Seminole County or any of its boards, commissions or staff.

I further acknowledge that I have read the information contained in this application pertaining to proposed amendments to the official Zoning map, official Future Land Use map and/or Comprehensive Plan and have had sufficient opportunity to inquire with regard to matters set forth therein and, accordingly, understand all applicable procedures and matters relating to this application.

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

**SIGNATURE OF OWNER/AUTHORIZED AGENT**

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

**DATE**

**SEMINOLE COUNTY
APPLICATION & AFFIDAVIT**

Ownership Disclosure Form

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

- ☐ 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	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(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.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

Rev 1/2020

Ref. Seminole County Code of Ordinances, Section 74.1 (2007)



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: 3760 French Ave LLC

NAME	TITLE	ADDRESS	% OF INTEREST
NOE LLC	Mgr	320 Guld Ave SW Ste 620 PMB 2231 Albuquerque, NM 87102	100

(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.

07/16/2025

Date

P
Owner, Agent, Applicant Signature

State of Texas | County of Hidalgo

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 16 day of

July, 20 25, by DuNaMis Dunn, who is ☐ personally known to me, or
☒ has produced FL Driver License, as identification. Document Notarized using a Live Audio-Video Connection



D. Flores
Signature of Notary Public

David Lee Flores, a Texas State Notary Public
Print, Type or Stamp Name of Notary Public

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)





WWW.L4SB.COM

CERTIFICATE OF INCUMBENCY AS ORGANIZER & REGISTERED AGENT

July 20, 2021

Re: Noe LLC, a New Mexico limited liability company

To Whom It May Concern:

The undersigned certifies that Law 4 Small Business, P.C., is the duly qualified and acting Organizer and Registered Agent of Noe LLC, a New Mexico limited liability company (the "**Company**"), and further certifies on behalf of the Company and as of the date indicated at the top of this letter, that the following persons, trusts or entities are affiliated with the Company as identified:

NAME	TITLE	ADDRESS	SIGNATURE
Harmony Noel Rodgers Dunn	Member	3415 W Lake Mary Blvd #950184, Lake Mary, FL 32746	 _____
DuNaMis Dunn	Member	3415 W Lake Mary Blvd #950184, Lake Mary, FL 32746	 _____

Sincerely,



Laurence S. Donahue, Esq.



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Office of the New Mexico Secretary of State
Filing Number: 0002170854
Filed On: 7/20/2021
Total Number of Pages: 1 of 3

Limited Liability Company

ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

Noe LLC

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:

(1) The name of the initial registered agent at the address is:

Name of Entity Appointed Registered Agent

LAW 4 SMALL BUSINESS, P.C.

(2) The New Mexico street address of the company's initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	320 Gold Ave. SW Ste. 620	Albuquerque	NM	87102	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
320 Gold Ave SW Suite 620 PMB 2287	Albuquerque	NM	87102	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
320 Gold Ave SW Suite 620 PMB 2287	Albuquerque	NM	87102	USA

Email Address: NONE

Phone: NONE

ARTICLE FOUR: (Check only if applicable):

☐ YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Name	Physical Address	Mailing Address
------	------------------	-----------------

ARTICLE FIVE: (Check only if applicable):

☐ YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and
address:

Name	Physical Address	Mailing Address
------	------------------	-----------------

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

07/20/2021

Purpose:

NAICS Code:

NAICS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

Organizer Name

Law 4 Small Business, P.C.

Limited Liability Company Agreement of NOE LLC
A Limited Liability Company

This Limited Liability Company Agreement ("Agreement") of NOE LLC, ("Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (individually, "Member" or collectively, "Members").

I. Formation.

- (a) **State of Formation.** This Agreement is for NOE LLC, a member-managed New Mexico limited liability company formed under and pursuant to New Mexico law.
- (b) **Operating Agreement Controls.** To the extent that the rights or obligations of the Members, or the Company under provisions of this Agreement differ from what they would be under New Mexico law absent such a provision, this Agreement, to the extent permitted under New Mexico law, shall control.
- (c) **Primary Business Address.** The location of the primary place of business of the Company is:

25 SE 2ND AVE, SUITE 550 PMB 439, MIAMI, Florida 33131, or such other location as shall be selected from time to time by the Members.
- (d) **Registered Agent and Office.** The Company's initial agent ("Agent") for service of process is LAW 4 SMALL BUSINESS, P.C.. The Agent's registered office is 320 GOLD AVE SW, SUITE 620 PMB 2287, ALBUQUERQUE, New Mexico 87102. The Company may change its registered office, its registered agent, or both, upon filing a statement with the New Mexico Secretary of State.
- (e) **No State Law Partnership.** No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

- (a) **Purpose.** The Company is created for the following business purpose:

- (b) **Powers.** The Company shall have all of the powers of a limited liability company set forth under New Mexico law.
- (c) **Duration.** The Company's term shall commence upon the filing of an articles of organization and all other such necessary materials with the state of New Mexico. The Company will operate until terminated as outlined in this Agreement unless:
 - (i) A majority of the Members vote to dissolve the Company;
 - (ii) No Member of the Company exists, unless the business of the Company is continued in a manner permitted by New Mexico law;
 - (iii) It becomes unlawful for either the Members or the Company to continue in business;
 - (iv) A judicial decree is entered that dissolves the Company; or

- (v) Any other event results in the dissolution of the Company under federal or New Mexico law.

III. Members.

- (a) **Members.** The Members of the Company and their membership interest at the time of adoption of this Agreement are as follows:

DUNAMIS DUNN, 50 percent

HARMONY NOEL RODGERS DUNN, 50 percent

- (b) **Initial Contribution.** Each Member shall make an initial contribution to the company. The initial contributions of each shall be as described in Attachment A, "Initial Contributions of the Members."

No Member shall be entitled to interest on their initial contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their initial contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing and signed by all interested parties.

- (c) **Limited Liability of the Members.** Except as otherwise provided for in this Agreement or otherwise required by New Mexico law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective initial contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their initial contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such initial contribution, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

- (d) **Death, Incompetency, Resignation or Termination of a Member.** Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's membership interest in the Company. Should the Members agree to buy out the membership interest of the withdrawing Member, that interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the membership interest.

The Members will have 60 days to decide if they want to buy the membership interest together and disperse it equally. If all Members do not agree to buy the membership interest, individual Members will then have the right to buy the membership interest individually. If more than one Member requests to buy the remaining membership interest, the membership interest will be paid for and split equally among those Members wishing to purchase the membership interest. If all Members agree by unanimous vote, the Company may choose to allow a non-member to buy the membership interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their membership interest however they see fit, subject to the limitations below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent, or is terminated.

- (e) **Creation or Substitution of New Members.** Any Member may assign in whole or in part its membership interest only after granting their fellow Members the right of first refusal, as established above.
- (i) **Entire transfer.** If a Member transfers all of its membership interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its Agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 - (ii) **Partial transfer.** If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 - (iii) **Voting.** Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- (f) **Member Voting.**
- (i) **Voting power.** The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
 - (ii) **Proxies.** At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.
- (g) **Duties of the Members.** The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory), and franchises. The Members also shall cause the Company to:
- (i) Maintain its own books, records, accounts, financial statements, stationery, invoices, checks, and other limited liability company documents and bank accounts separate from any other person;
 - (ii) At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
 - (iii) File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
 - (iv) Not commingle its assets with assets of the Members or any other person, and separately identify, maintain, and segregate all Company assets;

- (v) Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
- (vi) Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
- (vii) Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
- (viii) Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
- (ix) Allocate fairly and reasonably any overhead for shared office space;
- (x) Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
- (xi) Correct any known misunderstanding regarding its separate identity;
- (xii) Maintain adequate capital in light of its contemplated business purposes;
- (xiii) Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other New Mexico limited liability company formalities;
- (xiv) Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
- (xv) Not require any obligations or securities of the Members; and
- (xvi) Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

(h) Fiduciary Duties of the Members.

- (i) **Loyalty and Care.** Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of New Mexico.
- (ii) **Competition with the Company.** The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
- (iii) **Duties Only to the Company.** The Member's fiduciary duties of loyalty and care are to

the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith, and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

- (iv) **Reliance on Reports.** In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - 1. One or more Members, Officers, or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - 2. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - 3. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
- (i) **Waiver of Partition: Nature of Interest.** Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- (j) **Compensation of Members.** The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation.
- (k) **Members as Agents.** All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

- (a) **Fiscal Year.** The Company's fiscal year shall end on the last day of December.
- (b) **Records.** All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- (c) **Distributions.** Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not

exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of membership interest in the Company.

V. Tax Treatment Election.

- (a) **Tax Designation.** The Company has or will file with the Internal Revenue Service for treatment as an S-corporation.

VI. Officers.

- (a) **Appointment and Titles of Officers.** The initial officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute officers shall be chosen by the Members. The Members may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by New Mexico law. The Members may appoint such other officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The officers and agents of the Company shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Members. Unless the Members decide otherwise, if the title of an officer is one commonly used for officers of a limited liability company formed under New Mexico law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.that are normally associated with that office.

- (i) **Chairman.** The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

1. Where required or permitted by law or this Agreement to be otherwise signed and executed;
2. Where signing and execution thereof shall be expressly delegated by the Member to some other officer or agent of the Company.

- (ii) **President.** In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Members may from time to time prescribe.

- (iii) **Vice-Presidents.** In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Members (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Members may from time to time prescribe.

- (iv) **Secretary and Assistant Secretary.** The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all

meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by New Mexico law, and shall perform such other duties as may be prescribed by the Members or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

(v) **Treasurer and Assistant Treasurer.** The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Members. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members and shall render to the Chairman and to the Members, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Members forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to New Mexico law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Members (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

(b) **Officers as Agents.** The officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Members not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the officers taken in accordance with such powers shall bind the Company.

(c) **Fiduciary Duties of the Officers.**

- (i) **Loyalty and Care.** Except to the extent otherwise provided herein, each officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the laws of New Mexico.
- (ii) **Competition with the Company.** The officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members, excluding the interested officer if that officer is a Member, consents thereto. The officers shall refrain from competing with the Company in the conduct of the Company's business

unless a majority, by individual vote, of the Members, excluding the interested officer if that officer is a Member, consents thereto. In the event that the interested officer is the sole Member, no vote shall be required.

- (iii) **Duties Only to the Company.** The officers' fiduciary duties of loyalty and care are to the Company and not to the Members or other officers. The officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the Members, but shall owe no such duties to officers unless the officer is a Member. An officer who so performs their duties shall not have any liability by reason of being or having been an officer.
- (iv) **Reliance on Reports.** In discharging the officer's duties, an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - 1. One or more Members, officers, or employees of the Company whom the officer reasonably believes to be reliable and competent in the matters presented.
 - 2. Legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the persons' professional or expert competence.
 - 3. A committee of Members of which the affected officer is not a participant, if the officer reasonably believes the committee merits confidence.

VII. Dissolution.

- (a) **Limits on Dissolution.** The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established above.

Notwithstanding any other provision of this Agreement, the bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- (b) **Winding Up.** Upon the occurrence of any event specified in the earlier "Duration" section above, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- (c) **Distributions in Kind.** Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

- (d) **Termination.** The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with New Mexico shall have been canceled in the manner required by New Mexico law.
- (e) **Accounting.** Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- (f) **Limitations on Payments Made in Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its initial contribution and shall have no recourse for its initial contribution and /or share of profits (upon dissolution or otherwise) against any other Member.
- (g) **Notice to New Mexico Authorities.** Upon the winding up of the Company, the Member with the highest percentage of membership interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with New Mexico and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of membership interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VIII. Exculpation and Indemnification.

- (a) No Member, officer, employee, or agent of the Company and no employee, agent, or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- (b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit, or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage, or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- (c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or

on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

- (d) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- (e) The foregoing provisions of this article shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

X. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any lawsuits will be under the jurisdiction of New Mexico.

XI. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XII. General Provisions.

- (a) **Notices.** All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- (b) **Number of Days.** In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- (c) **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- (d) **Severability.** The provisions of this Agreement are independent of and separable from each

other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

- (e) **Headings.** The Article and Section headings in this Agreement are for convenience, and they form no part of this Agreement and shall not affect its interpretation.
- (f) **Controlling Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of New Mexico (without regard to conflicts of law principles thereof).
- (g) **Application of State Law.** Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of New Mexico law.
- (h) **Amendment.** This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement, or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed, and filed in accordance with New Mexico law.
- (i) **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of July 20, 2021.

By:  _____
DUNAMIS DUNN

7.20.21
Date: _____

By:  _____
HARMONY NOEL RODGERS DUNN

7.20.21
Date: _____

Attachment A
Initial Contributions of the Members

The initial contributions of the Members of NOE LLC are as follows:

DUNAMIS DUNN

Contribution:

HARMONY NOEL RODGERS DUNN

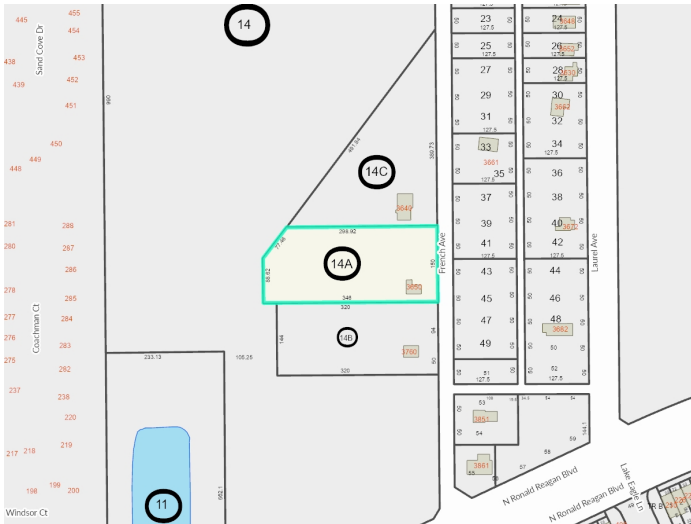
Contribution:

Property Record Card



Parcel: 12-20-30-300-014A-0000
Property Address: 3650 FRENCH AVE SANFORD, FL 32773
Owners: 3760 FRENCH AVE LLC
 2025 Market Value \$97,739 Assessed Value \$97,739 Taxable Value \$97,739
 2024 Tax Bill \$1,135.16 Tax Savings with Non-Hx Cap \$155.93
 The 1 Bed/1 Bath Single Family property is 660 SF and a lot size of 1.16 Acres

Parcel Location



Site View



Parcel Information

Parcel	12-20-30-300-014A-0000
Property Address	
Mailing Address	25 SE 2ND AVE STE 550 MIAMI, FL 33131-1506
Subdivision	
Tax District	01:County Tax District
DOR Use Code	
Exemptions	None
AG Classification	

Value Summary

	2025 Working Values	2024 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Building Value	\$6,109	\$6,113
Depreciated Other Features	\$0	\$0
Land Value (Market)	\$91,630	\$91,630
Land Value Agriculture	\$0	\$0
Just/Market Value	\$97,739	\$97,743
Portability Adjustment	\$0	\$0
Save Our Homes Adjustment/Maximum Portability	\$0	\$0
Non-Hx 10% Cap (AMD 1)	\$0	\$19,663
P&G Adjustment	\$0	\$0
Assessed Value	\$97,739	\$78,080

2024 Certified Tax Summary

Tax Amount w/o Exemptions	\$1,291.09
Tax Bill Amount	\$1,135.16
Tax Savings with Exemptions	\$155.93

Owner(s)

Name - Ownership Type
 3760 FRENCH AVE LLC

Note: Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 12 TWP 20S RGE 30E BEG 94 FT N OF SE
COR GOVT LOT 2 RUN W 346 FT N 88.62 FT N
38 DEG 06 MIN 02 SEC E 77.46 FT E 298.92 FT S
TO BEG

Taxes

Taxing Authority	Assessed	Exempt Amount	Taxable
COUNTY GENERAL FUND	\$97,739	\$0	\$97,739
Schools	\$97,739	\$0	\$97,739
FIRE	\$97,739	\$0	\$97,739
ROAD DISTRICT	\$97,739	\$0	\$97,739
SJWM(Saint Johns Water Management)	\$97,739	\$0	\$97,739

Sales

Deed Type	Date	Sale Amount	Book / Page	Sale Type	Qualified?
WARRANTY DEED	7/22/2024	\$176,300	10666/0574	Improved	No
PROBATE RECORDS	1/1/2018	\$100	09067/0288	Improved	No

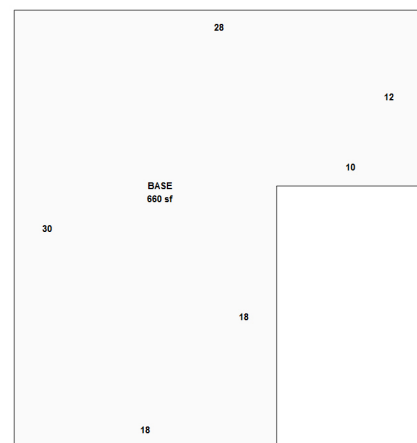
Land

Units	Rate	Assessed	Market
1.19 Acres	\$77,000/Acre	\$91,630	\$91,630

Building Information

#	1
Use	SINGLE FAMILY
Year Built*	1952
Bed	1
Bath	1.0
Fixtures	3
Base Area (ft ²)	660
Total Area (ft ²)	660
Constuction	SIDING GRADE 3
Replacement Cost	\$14,375
Assessed	\$6,109

* Year Built = Actual / Effective



Sketch by Apex Sketch

Building 1

Permits

Permit #	Description	Value	CO Date	Permit Date
----------	-------------	-------	---------	-------------

Extra Features				
Description	Year Built	Units	Cost	Assessed

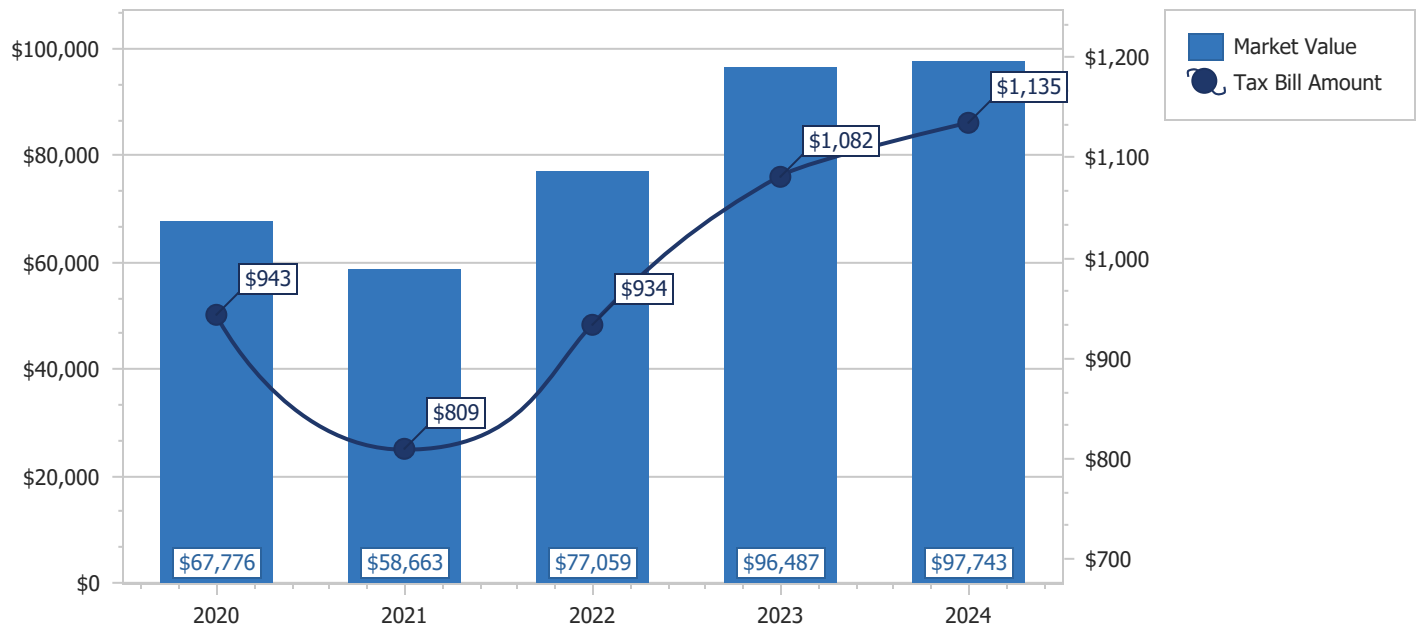
Zoning	
Zoning	A-1
Description	Agricultural-1Ac
Future Land Use	COM
Description	Commercial

Political Representation	
Commissioner	District 2 - Jay Zembower
US Congress	District 7 - Cory Mills
State House	District 36 - Rachel Plakon
State Senate	District 10 - Jason Brodeur
Voting Precinct	Precinct 23

School Districts	
Elementary	Region 3
Middle	Greenwood Lakes
High	Lake Mary

Utilities	
Fire Station #	Station: 35 Zone: 351
Power Company	FPL
Phone (Analog)	AT&T
Water	Sanford
Sewage	City Of Sanford
Garbage Pickup	MON/THU
Recycle	THU
Yard Waste	NO SERVICE
Hauler #	Waste Pro

Property Value History



Copyright 2025 © 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
eplandesck@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 7/25/2025 11:27:33 AM
Project: 25-20000007
Credit Card Number: 41*****6734
Authorization Number: 28963G
Transaction Number: 250725C19-F8718528-CEDF-4EB2-B2F4-22B9ACBD7D79
Total Fees Paid: 2607.60

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	32.60
REZONE TO COM, IND, OP/RP 14	2575.00
Total Amount	2607.60