



BOARD OF COUNTY COMMISSIONERS

Planning and Development
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940
321-633-2070

205.08

**Application for Zoning Action, Comprehensive Plan Amendment, or
Variance**

Applications must be submitted in person. Please call 321-633-2070 for an appointment at least 24 hours in advance. Mailed, emailed, or couriered applications will not be accepted.

PZ # 20PZ00089

Existing FLU: RES4 Existing Zoning: BU1-A

Proposed FLU: Neighborhood Commercial Proposed Zoning: _____

PROPERTY OWNER INFORMATION

If the owner is an LLC, include a copy of the operating agreement.

<u>Sheldon Fromson</u>	<u>Flor-Ohio LLC</u>		
Name(s)	Company		
<u>505 S. Flagler Dr. Suite 401</u>	<u>West Palm Beach</u>	<u>FL</u>	<u>33401</u>
Street	City	State	Zip Code
<u>sfromson@msn.com</u>	<u>-----</u>	<u>561-632-2323</u>	
Email	Phone	Cell	

APPLICANT INFORMATION IF DIFFERENT FROM OWNER:

☒ Attorney ☐ Agent ☐ Contract Purchaser ☐ Other _____

<u>Jack B Spira</u>	<u>Spira, Beadle & McGarrell, P.A</u>		
Name(s)	Company		
<u>5205 Babcock Street</u>	<u>Palm Bay</u>	<u>FL</u>	<u>32905</u>
Street	City	State	Zip Code
<u>jspira@sbmlawyers.com</u>	<u>321-725-5000</u>	<u>321-258-1959</u>	
Email	Phone	Cell	

1

APPLICATION NAME

- ☐ Large Scale Comprehensive Plan Amendment (CP) (greater than 10 acres)
- ☒ Small Scale Comprehensive Plan Amendment (CP) (less than 10 acres)
- ☐ Text Amendment (CP): Element _____
- ☐ Other Amendment (CP): _____
- ☐ Rezoning Without CUP (RWOC)
- ☐ Combination Rezoning and CUP (CORC)
- ☐ Conditional Use Permit (CUP)
- ☐ Binding Development Plan (BDP)
- ☐ Binding Development Plan (BDP) (Amendment)
- ☐ Binding Development Plan (BDP) (Removal)
- ☐ Variance(s) (V)
- ☐ Administrative Approval of Setbacks, Lot Size, or Accessory Structures
- ☐ Administrative Approval of Flag Lot or Easement
- ☐ Other Action: _____

Acreage of Request: 3.32

Reason for Request: Change FLU from RES 4 to NC

Required for development

The appropriate data in this case is: In 1976 this 3 acre parcel was rezoned to BU1-A by County

Commissioners by unanimous vote. In 1988 it was given the FLU designation of RES 4 along

with the approx 200 acres surrounding it. Apparently because of the vast size of the acreage parcel


abutting the subject property County staff had missed/overlooked this independent parcel being

zoned BU1-A and thus didn't assign it the proper designation of Neighborhood Commercial.

This administrative error now needs to be corrected to make the zoning and land use consistent.

The undersigned understands this application must be complete and accurate prior to advertising a public hearing:

- ☐ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the owner of the subject property of this application. (Notarized Authorization to Act must be submitted with application)
- ☐ An approval of this application does not entitle the owner to a development permit.
- ☐ I certify that the information in this application and all sketches and data attached to and made part hereof are true and accurate to the best of my knowledge.


Signature of Property Owner or
Authorized Representative

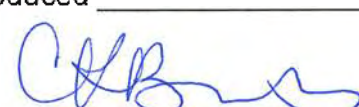
9-2-2020
Date

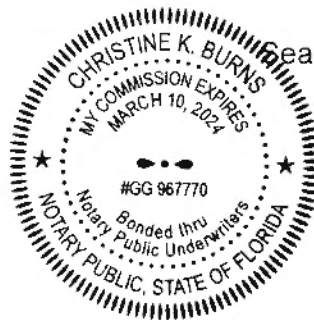
State of Florida

County of Brevard

Subscribed and sworn to me before me this 2nd day of, Sept., 20 20.

personally appeared JACK B. Spira, who is personally known to me or
produced _____ as identification, and who did / did not take an oath.


Notary Public Signature



Office Use Only:

Accela No. 20P200089 Fee: \$1,219.00 Date Filed: 9/3/20 District No. 3

Tax Account No. (list all that apply) 2851597

Parcel I.D. No.

28 37 18 0 0 750.1
Twp Rng Sec Sub Block Lot/Parcel

Planner: JHart Sign Issued by: — Notification Radius: 500'

MEETINGS

DATE

TIME

☐

P&Z

☐

PSJ Board

☐

NMI Board

☒

LPA

11/9/20

3pm

☐

BOA

☒

BCC

12/3/20

5pm

Wetland survey required by Natural Resources ☐ Yes ☐ No Initials _____

Is the subject property located in a JPA, MIRA, or 500 feet of the Palm Bay Extension?

☐

Yes

☒

No

If yes, list _____

Location of subject property:

Southwest corner of Eber Boulevard
and Hollywood Boulevard

Description of Request:

Change FLU from RES 4 to NC

ACCELA # 20PZ00089

DOCUMENT SUBMITTAL REQUIREMENTS

Application type	Application	Authorization to Act Form ¹	Recorded Property Deeds	Legal Description of Request ²	Certified Survey ⁸	Property Appraisers Map	Concurrency	School Concurrency ³	Wetland Survey ⁴	CUP Worksheet & Sketch ⁵	Comp Plan Information ⁶	Notice to Applicants	Neighbors Affidavit ⁷	Letter to Zoning Official	Variance Hardship Worksheet ⁹	*Additional Documentation <i>meeting schedule</i>	Fees
	NUMBER OF COPIES REQUIRED																
Staff to check indicating receipt	✓	✓	✓	✓	✓	✓					✓						✓
Comprehensive Plan Amendment ⁶	1	1	1	1	2	1		X			1					*	Y
Zoning request	1	1	1	1	1 ⁸	1	1	1	1			1				*	Y
Conditional Use Permit (CUP)	1	1	1	1	1 ⁸	1				1		1					Y
AA – Waiver	1	1			1	1							1	1			Y
AA – Easement or Flag lot	1	1	1	1	1	1											Y
Variance	1	1	1	1	1	1									1	*	Y

¹Authorization to Act form is required, if other than the owner of record is making the application. If the property is not owned in entirety, by the applicant, either a Form "A", or a notarized letter must accompany the application giving written consent by all property owners of the subject property.

²Legal Description must be typed on a separate sheet, if not easily described on the deed.

³School Board Concurrency application is required if the request represents an increase of more than one residential unit.

⁴Wetland Survey required on Commercial or Industrial property.

⁵CUP applications require a completed worksheet and a sketch plan with the application signed by a planner.

⁶Must include Comprehensive Plan Amendment supplemental form reviewed by a planner prior to submitting formal application. The supplement must include a written statement explaining the rationale and the appropriate data and analysis necessary to support the proposed change.

⁷Administrative waivers requiring a signed affidavit from all abutting property owners indicating no objection to the requested waiver of lot size, width or depth requirement. The affidavit must state the specific request.

⁸Survey must be submitted if requested by staff.

⁹Variance Hardship Worksheet must be filled out completely, addressing the six criteria for a hardship.

***Additional information may be requested by staff dependent upon the requested action. These include but are not limited to impact analysis studies:**

Traffic Impact Analysis (TIA): TIA must be submitted if required by the County Traffic Engineer. Analysis methodology must be coordinated with the Traffic Engineering Office.

Environmental Impact Analysis: The analysis must be conducted by a qualified environmental professional and dated less than one year old. The analysis must document the types of habitat found on site; identify vegetation types, soils types, wetlands, floodplain; and any other environmental concerns.

Water and Sewer Demand: Identify the potable water and sanitary sewer demand for the amendment based on the current and proposed future land use designations using the per capita water and wastewater standards of the applicable service provider.

CALCULATION OF PUBLIC HEARING APPLICATION FEES -ZONING OFFICE

PUBLIC HEARING APPLICATION FEES	BASE FEE	ACREAGE FEE	UNIT FEE	SUB-TOTAL
REZONING				
Environmental Area	511.00			
Residential Professional	960.00			
General Use and Agricultural Use	849.00*	(-5) x 24**		
Single-Family Residential	849.00*	(-5) x 24**		
Single-Family Mobile Home	849.00*	(-5) x 24**		
Commercial/Planned Commercial	1,184.00	() x 24		
Tourist Commercial	1,855.00	() x 45		
Industrial/Planned Industrial	1,855.00	() x 45		
Planned Unit Development	5,661.00	() x 45		
Single-Family Attached Residential	960.00	() x 24		
Multiple-Family Residential	960.00	() x 24		
Recreational Vehicle Park	1,408.00	() x 24		
Mobile Home Park/Mobile Home Co-op	1,408.00	() x 24		
CUP'S OR ROU APPLICATIONS				
Fee per request (with rezoning)	447.00			
Fee per request (without rezoning)	849.00			
OTHER APPLICATION FEES				
Consultant fee Retainer per Tower Application	6,934.00			
Transfer of Development Rights	1,520.00			
Comprehensive Plan Appeals (Vested Rights)				
One (5.0 acres or less) Single-family residential	433.00			
All other Appeals	1,733.00			
Variance/Appeals of Administrative Interpretation				
Base Fee	598.00			
Fee for each additional request	182.00			
Special Hearing Fee for P & Z / LPA	3,692.00			
Special Hearing Fee for BOA	1,872.00			
All Other Unlisted Zoning Applications	849.00			
Miscellaneous				
COMPREHENSIVE PLAN AMENDMENTS				
Small Scale Amendment	919.00			919.00
Large Scale Amendment	1,785.00	\$43 per acre		
Maximum Fee on a Single Application	17,334.00			
SUB-TOTAL *****				
FEES COLLECTED FOR ADMINISTRATIVE ACTIONS				
Office of Natural Resources zoning review (if applicable)	300.00			300.00
flag lot &/or easement review	360.00			
Land Development PUD review	100.00			
flag lot &/or easement review	150.00			
Address Assignment review of flag lot &/or easement	100.00			
Zoning fee	277.00			
BASE FEE ADJUSTMENTS				
* If area for these requests have the potential for only one more lot, the fee is	288.00			
** Maximum acreage fees for these requests shall be	2,240.00			
*** Maximum Planned Unit Development Fee shall be	13,432.00			
**** Maximum fee for all other zoning requests shall be	8,955.00			
TOTAL				17,219.00

RECEIPT OF PAYMENT

Payment Date: 9/3/2020
Receipt #: 578787
Transaction Id# 43958/1108

Payment Method	Payment Reference #	Amount Paid	Comments
Check	43958/1108	\$1,219.00	Check# 43958 - \$919.00 Check# 1108 - \$1108
		\$1,219.00	Total

FL

PZ Miscellaneous Fees \$1,219.00

20PZ00089

Fee	Invoice #	Amount
Comprehensive Plan	680741	\$919.00
NRMO	680741	\$300.00

Grand Total \$1,219.00

Additional Fees may apply to obtain a Certificate of Completion, a Certificate of Occupancy, Pre-Power, or Final Inspection.
To verify fees please visit the Brevard County Planning & Development Search.

www.brevardcounty.us/PlanningDev
P (321) 633-2068 F (321) 633-2052



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
2725 Judge Fran Jamieson Way, Bldg A, Suite 114
Viera, FL 32940
Phone: (321) 633-2070, Fax: (321) 633-2074
www.BrevardFL.gov/PlanningDev

Supplement to Comprehensive Plan Amendment Application

1. **Type of Application:**

- ☒ Small-scale Comprehensive Plan Future Land Use Map Amendment
☐ Large-scale Future Land Use Map Amendment
☐ Comprehensive Plan Text Amendment
Plan Element(s) of Text Amendment request: _____

2. **Applicant:** Jack B Spira **Staff Planner:** Jane Hart

3. **Comprehensive Plan Amendment Information:**

Adopted Future Land Use Designation: RES 4

Requested Future Land Use Designation: Neighborhood Commercial

Existing Zoning: BU1-A

Proposed Text Amendment (if applicable): Attach the proposed text amendment in a strike- thru/underlined format along with one copy on a CD in Microsoft Word, rtf or text format.

4. **Description of Request/Justification: Must include a written statement explaining the rationale and the appropriate data and analysis necessary to support the proposed change.**

Text amendment supplemental information shall include any goal, objective, policy, implementation strategy, directive and any supporting data and analysis, including maps, figures and tables, and; (1) Identification of the particular element of the plan on which the request is based; and, (2) Citation of the existing language which is proposed to be changed; and, (3) Proposed rewording of the existing language or the wording of proposed new text.

The appropriate data in this case is: In 1976 this 3 acre parcel was rezoned to BU1-A by County Commissioners by unanimous vote. In 1988 it was given the FLU designation of RES 4 along with the approx 200 acres surrounding it. Apparently because of the vast size of the acreage parcel abutting the subject property County staff had missed/overlooked this independent parcel being zoned BU1-A and thus didn't assign it the proper designation of Neighborhood Commercial.

This administrative error now needs to be corrected to make the zoning and land use consistent.

(Use additional sheets if necessary)

This document prepared by and return to:
Jack B. Spira, Esquire
5205 Babcock Street, N.E.
Palm Bay, Florida 32905

Tax I.D. #: 28-37-18-00-00750.1-0000.00

THIS IS THE LEGAL NOTICE OF A
USED FOR ADVERTISING PURPOSES

Signature

QUIT CLAIM DEED

THIS QUIT CLAIM DEED executed the 10 day of Nov, 2009, by FLOR-OHIO HOLDINGS, LLC, a Florida limited liability company, first party, to FLOR-OHIO, LLC, a Florida limited liability company, whose post office address is 505 S. Flagler Drive, Suite 401, West Palm Bay Beach, Florida 33401 second party.

(Wherever used herein, the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the first party, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, to wit:

The North 353.0 feet of Lot 16, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION of Section 18, Township 28 South, Range 37 East, as recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida, lying South of Eber Road and West of Hollywood Boulevard, containing 3.32 acres, more or less.

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of said second party forever.

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

Signed, sealed and delivered
in the presence of:

FLOR-OHIO HOLDINGS, LLC

Christine K Burns

Printed name: Christine K Burns

BY:

Print Name: SHELDON FROMSON

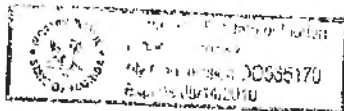
Its: MANAGING MEMBER

Printed name: JOAN SPIRA

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the
aforementioned State and County to take acknowledgments and administer oaths,
personally appeared, SHELDON FROMSON, as MANAGING MEMBER of FLOR-
OHIO, LLC, who is personally known to me/produced _____ as
identification, to me known to be the persons described in and executed the foregoing
instrument and he acknowledged before me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4
day of NOVEMBER, 2009.



Diane Madonski
NOTARY PUBLIC



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940

AUTHORIZATION TO ACT ON BEHALF OF OWNER

I, Sheldon Fromson as Manager of Flor-Ohio, LLC being the owner of Parcel 28-37-18-00-750.1

Authorize Jack B. Spira to act on my behalf which may include, representing me in Public Hearings before Brevard County pertaining to the submittal of the attached application.

- ☒ Comprehensive Plan Amendment
☐ Rezoning
☐ Variance
☐ Administrative Action
☐ Development Plan

[Signature]
Signature

Manager
Title

State Of FLORIDA

County Of PALM BEACH

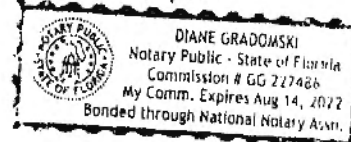
The foregoing instrument was acknowledged before me this 31st day of August 2020

By SHELDON FROMSON who is personally known to me or has produced

As identification and who did (did not) take an oath.

[Signature]
Signature of Notary Public

8/14/2022
Commission Expires



Phone (321) 633-2070

Website: www.brevardcounty.us/PlanningDev/

[Home](#)

Rev 12/21/2017

P&Z Authorization to Act



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

Detail by Entity Name

Foreign Limited Liability Company
FLOR-OHIO, LLC.

Filing Information

Document Number M00000000439
FEI/EIN Number 34-1370060
Date Filed 03/06/2000
State OH
Status ACTIVE

Principal Address

4000 HOLLYWOOD BLVD.
MELBOURNE, FL 32904

Changed: 03/19/2009

Mailing Address

505 S FLAGLER DR
SUITE 401
WEST PALM BEACH, FL 33401

Registered Agent Name & Address

FROMSON, SHELDON
505 S FLAGLER DR
SUITE 401
WEST PALM BEACH, FL 33401

Authorized Person(s) Detail

Name & Address

Title MGRM

FROMSON, SHELDON
505 S FLAGLER DR SUITE 401
WEST PALM BEACH, FL 33401

Annual Reports

Report Year	Filed Date
2018	03/08/2018
2019	04/08/2019
2020	03/09/2020

COPY

**OPERATING AGREEMENT
OF
FLOR-OHIO LLC
AN OHIO LIMITED LIABILITY COMPANY
DATED AS OF JANUARY 1, 2013**

**OPERATING AGREEMENT
OF
FLOR-OHIO LLC**

THIS OPERATING AGREEMENT ("Agreement") is executed as of January 1, 2013, by SHELDON FROMSON and SUN AMERICA ASSET MANAGEMENT LLC, an Ohio limited liability company (individually sometimes called a "Member" and collectively the "Members").

RECITALS:

A. On August 27, 1999 Articles of Organization were filed with the Ohio Secretary of State, thereby forming a limited liability company (the "Company") under the provisions of the Ohio Limited Liability Company Act set forth in Chapter 1705 of the Ohio Revised Code.

B. On February 4, 2003 a Certificate of Restatement of the Articles of Organization was filed with the Ohio Secretary of State adding Article Fourth, a copy of which is attached to this Agreement (the "Restatement").

NOW, THEREFORE, pursuant to the Act (as defined below), the following shall constitute the Operating Agreement, as the same may be amended from time to time, for Flor-Ohio LLC, an Ohio limited liability company.

SECTION 1
FORMATION OF LIMITED LIABILITY COMPANY

The Company was formed on August 27, 1999, as provided in Recital A above.

SECTION 2
NAME

The business of the Company shall be conducted under the name Flor-Ohio LLC, or such other name as the Manager shall hereafter designate.

SECTION 3
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings indicated.

A. "Act" means the Ohio Limited Liability Company Act set forth in Chapter 1705 of the Ohio Revised Code.

B. "Agreement" means this Operating Agreement, as amended, modified or supplemented from time to time.

C. "Capital Contribution" means any amount contributed by the Members to the Company in exchange for its/his/her respective Membership Interest, which contribution may take the form of (i) cash, (ii) property, (iii) services rendered, (iv) a promissory note or other binding obligation to contribute cash or property or to perform services or (v) any combination of the foregoing.

D. "Cash Available for Distribution" means and includes all funds received by the Company from (i) its operations, including interest earned on such funds; (ii) borrowing or the refinancing of any indebtedness of the Company; and/or (iii) the sale of any of the Company's assets (but excluding sales made to liquidate Company Property upon dissolution), and determined by the Manager to be available for distribution after paying expenses, making prepayments of indebtedness of the Company and providing reserves for such anticipated expenses as the Manager determines are necessary for the efficient and appropriate operation of the Company.

E. "Code" means the Internal Revenue Code of 1986, as amended. All references to particular sections of the Code shall be deemed to include references to corresponding provisions of subsequent federal tax law.

F. "Company" means the limited liability company formed pursuant to the Articles of Organization of the Company, as said Company may from time to time be constituted.

G. "Company Property" means all real and personal property acquired by the Company and shall include both tangible and intangible property.

H. "Manager" means the Person or Persons who shall manage the day to day business and activities and affairs of the Company in accordance with this Agreement. As used herein, the term Manager or Managers shall be deemed to be singular if there is one Manager and plural if there is more than one Manager, unless the context otherwise requires. The initial Manager shall be Sheldon Fromson.

I. "Membership Interest" means the ownership interests of the Members in the Company, including the right of such Member to any and all benefits to which such Member may be entitled as provided in this Agreement or the Act, together with the obligations of such Member to comply with the terms hereof and the Act.

J. "Person" means any individual, trust, estate or any incorporated or unincorporated entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such person where the context so permits.

SECTION 4 **NATURE OF BUSINESS**

The purposes for which the Company is formed are set forth in the Certificate.

SECTION 5

MEMBERS

5.1 Capital Contribution Of Member. The initial Capital Contribution of the Members shall be as set forth on Exhibit A. No time is specified for the return of the capital contributions of the Members. No Member has any right to demand or receive property other than cash in return for his capital contribution. No interest shall be paid on capital contributions and no Member shall be obligated to make additional capital contributions to the Company. Neither the Company nor any Member guarantees, in any way, the return of the capital contributions of the Members, or a return of profit for the Members from the operations of the Company. Capital accounts shall be maintained in compliance with Treasury Regulation Section 1.704-1(b).

5.2 No Personal Liability. No Member shall be personally liable for any debts, liabilities or obligations of the Company, whether to the Company or to the creditors of the Company, beyond the amount contributed by the Member to the capital of the Company.

SECTION 6

TERM

The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of Ohio and shall be perpetual, unless sooner terminated as hereinafter provided.

SECTION 7

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Company shall be Cleveland, Ohio, or such other place as the Manager may designate, either within or without the State of Ohio.

SECTION 8

DISTRIBUTIONS

8.1 Cash Available For Distribution. Except as otherwise provided in Section 8.2, any Cash Available for Distribution shall be distributed on a pro rata basis in accordance with the Membership Interests of each Member to the Members at such times as determined by the Manager in his sole discretion.

8.2 Dissolution. Upon the occurrence of a Dissolution Event (defined below), the Manager shall liquidate Company Property and apply and distribute the proceeds thereof as follows:

A. The proceeds shall first be applied to the payment of the liabilities of the Company (including the repayment of any loans or advances made by the Members to the Company) and the expenses of liquidation. The Manager may retain such amounts as she/he

deems necessary as a reserve for contingent liabilities or obligations of the Company. A reasonable time shall be allowed for the orderly liquidation of the Company.

B. Any or all proceeds remaining after paying the liabilities referred to in Subparagraphs A above shall be distributed to the Members.

8.3 Additional Capital Contributions. The Members shall not be obligated to make additional Capital Contributions to the Company; but under certain circumstances, the Members may (but shall not be obligated to) lend the Company additional funds. Any funds so lent shall be repaid with reasonable interest and prior to any distribution to the Members pursuant to Section 8.2.B. Except as otherwise expressly agreed, the Members shall not be entitled to interest on his/her Capital Contribution.

SECTION 9 **MANAGEMENT**

9.1 Management. The business and affairs of the Company shall be managed by the Manager. The Manager shall direct, manage and control the business of the Company to the best of such Manager's ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Manager deems to be reasonably required in light of the Company's business and objectives. The Manager, individually, shall have full authority to bind the Company and to make any decisions required to operate the Company.

9.2 Authority Of Members. Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

9.3 Members and Manager Have No Exclusive Duty To The Company. The Manager shall not be required to manage the Company as his sole and exclusive function; and the Manager, the Members and their respective members, shareholders, officers, managers, employees and agents (collectively "Affiliates") may have other business, trade, investment or employment interests and may engage in other activities in addition to those relating to the Company. The Company shall not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or Members or their respective Affiliates or to the income or proceeds derived therefrom. The Manager and Members and their respective Affiliates shall not incur any liability to the Company as a result of engaging in any other business or venture.

9.4 Resignation. The Manager may resign at any time by giving written notice to the Members. The resignation of the Manager shall take effect upon receipt of notice thereof or at such other time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of the Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute a withdrawal of such Member.

9.5 Removal. The Members holding a majority of the Membership Interests shall have the right to remove the Manager for any action taken by the Manager on behalf of the Company, but only if such act constitutes gross negligence or wanton or reckless misconduct and has a material adverse effect on the Company. The Manager shall not be removed until the Manager has received written notice of the alleged grounds for removal and is given a period of thirty (30) days from the giving of such notice to cure the alleged grounds for removal. If the default specified in such notice cannot be reasonably cured within such thirty (30) day period, then the cure period shall be extended by such period of time as is reasonably necessary to cure the default. The removal of the Manager shall be effective upon the expiration of the applicable cure period specified in the preceding sentences if the default specified in the notice has not been cured. The removal of a Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute a withdrawal of such Member.

9.6 Vacancies. If there is a vacancy in the position of Manager for any reason, then the new Manager shall be chosen by the affirmative vote of Members holding a majority of the Membership Interests. Such successor Manager shall be designated in writing by the Members within thirty (30) days following the occurrence of the vacancy. A Manager shall hold office until his, her or its earlier resignation, death or removal.

9.7 Indemnity. The Company shall indemnify, defend and hold harmless the Manager and make advances for expenses to the maximum extent permitted under Section 1705.32 of the Act and applicable law. The Company shall indemnify, defend and hold harmless its Members, employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification and defense in any given situation is approved by the Manager.

SECTION 10 **ADDITIONAL MEMBERS**

From and after the date of the formation of the Company, any Person acceptable to the Members may become a member of the Company either by the issuance by the Company of Membership Interests for such consideration as the Members shall determine, or as a transferee of the Member's Membership Interest or any portion thereof. No new member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Members may, at their option, at the time a member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new member for that portion of the Company's tax year in which the new member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

SECTION 11 **DISSOLUTION OF THE COMPANY**

11.1 Dissolution Events. The Company shall be dissolved only upon the occurrence of any of the following events ("Dissolution Events"):

A. The issuance of a decree by a court of competent jurisdiction ordering the dissolution of the Company.

B. As a result of the decision of the holders of the majority of Membership Interests to dissolve the Company.

The Company shall not dissolve prior to the occurrence of a Dissolution Event. The withdrawal of the Member, including the death, incompetency or bankruptcy of the Member, shall not cause a dissolution of the Company; and unless otherwise provided herein, the business of the Company shall automatically continue after any such withdrawal. If it is determined that the Company has dissolved prior to the occurrence of a Dissolution Event, the Members shall continue the business of the Company without a winding-up or liquidation.

11.2 Withdrawal. The Members shall not cease to be a Member by reason of the occurrence of any of the events of withdrawal set forth in Section 1705.15 of the Act. In the event of the occurrence of any of the events set forth in Section 1705.15 with respect to any Member, then either she/he shall remain a Member, or, if applicable, its/her/his heirs, personal representatives, successors or assigns, as the case may be, shall be a substituted Member.

11.3 Winding-Up. Upon the occurrence of a Dissolution Event, the Manager shall proceed with the winding-up of the affairs of the Company, and Company Property shall be applied and distributed in accordance with the provisions of Section 8.2 of this Agreement.

SECTION 12 **MISCELLANEOUS**

12.1 Rights Of Creditors And Third Parties Under This Agreement. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by Section 1705.19 of the Act, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.2 Governing Law; Venue. This Agreement and the rights of the Members and Manager hereunder shall be governed by and interpreted in accordance with the local laws of the State of Ohio; and the courts of the State of Ohio shall have exclusive jurisdiction; and the courts of Cuyahoga County, Ohio, where the Company's principal place of business is located, shall have exclusive venue over disputes arising herefrom.

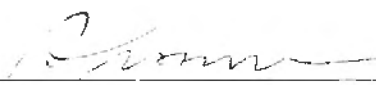
12.3 Binding Effect. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Members, their successors and assigns.

12.4 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.

12.5 Invalidity. If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected hereby.

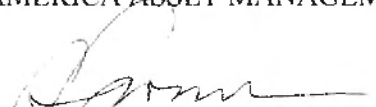
12.6 Title to Real Estate. Title to any property owned by the Company (or to be acquired by the Company) or in which the Company has an interest shall be held in the name of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.



SHELDON FROMSON

SUN AMERICA ASSET MANAGEMENT LLC

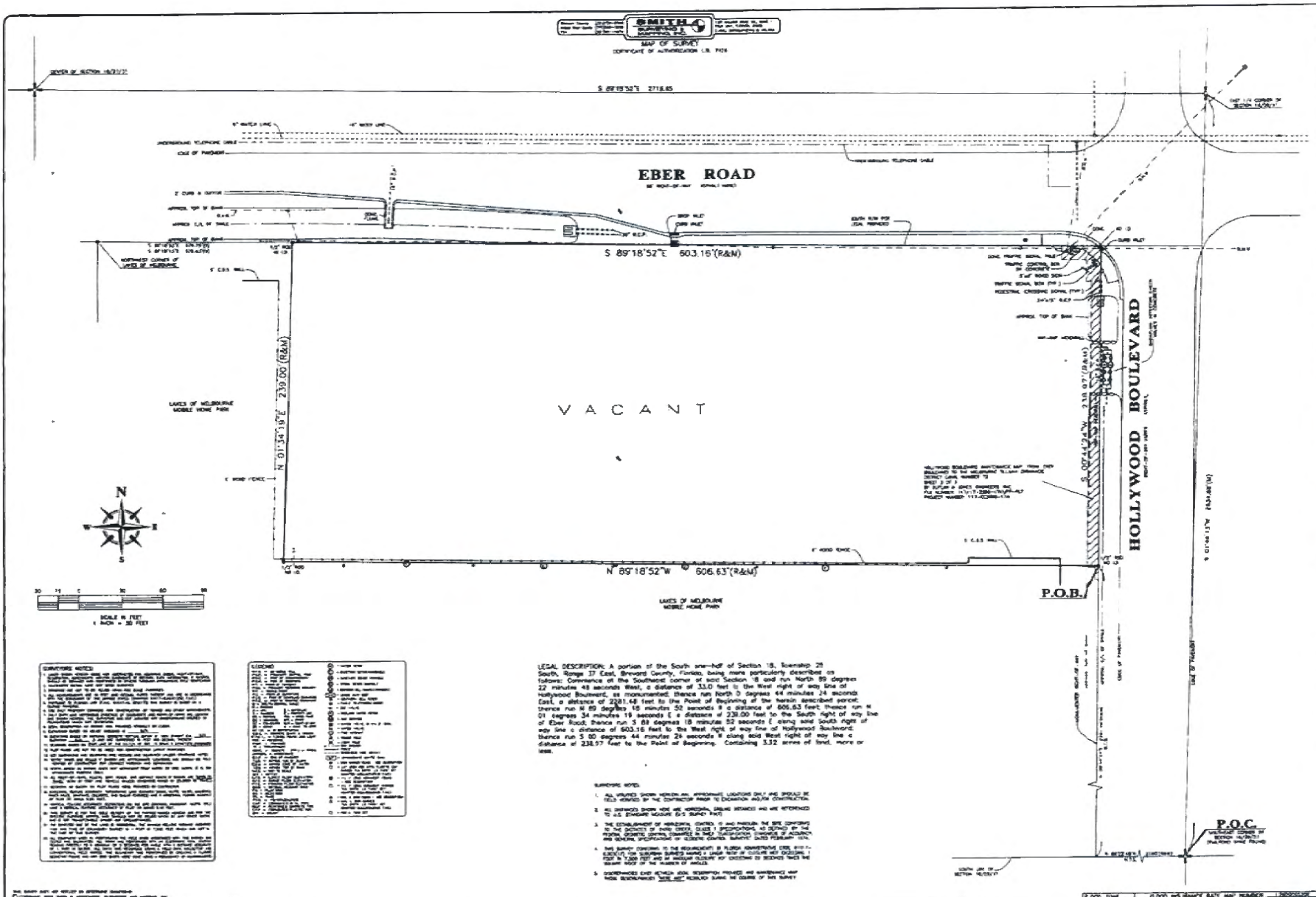
By: 

Sheldon Fromson, Managing Member

EXHIBIT A

MEMBER	PERCENTAGE INTEREST IN THE COMPANY
Sheldon Fromson c/o 505 S. Flagler Drive, Suite 401 West Palm Beach, Florida 33401	75%
Sun America Asset Management LLC 505 S. Flagler Drive, Suite 401 West Palm Beach, Florida 33401	25%

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Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2851597
Owners Flor-Ohio LLC
Mailing Address 505 S Flagler Dr Ste 401 W Palm Bch FL 33401
Site Address Not Assigned
Parcel ID 28-37-18-00-750.1
Property Use 0009 - Vacant Residential Land (Single Family, Unplatted)
Exemptions None
Taxing District 3400 - Unincorp District 3
Total Acres 3.04 **3.32**
Subdivision --
Site Code 0339 - Hollywood Blvd
Plat Book/Page 0000/0000
Land Description N 353 Ft Of Lot 16 Of Pb 1 Pg 164 Exc Rd & Canal
R/W's: As Desc IN Orb 4829 Pg 893

VALUE SUMMARY

Category	2020	2019	2018
Market Value	\$264,840	\$264,840	\$264,840
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$264,840	\$264,840	\$264,360
Assessed Value School	\$264,840	\$264,840	\$264,840
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$264,840	\$264,840	\$264,360
Taxable Value School	\$264,840	\$264,840	\$264,840

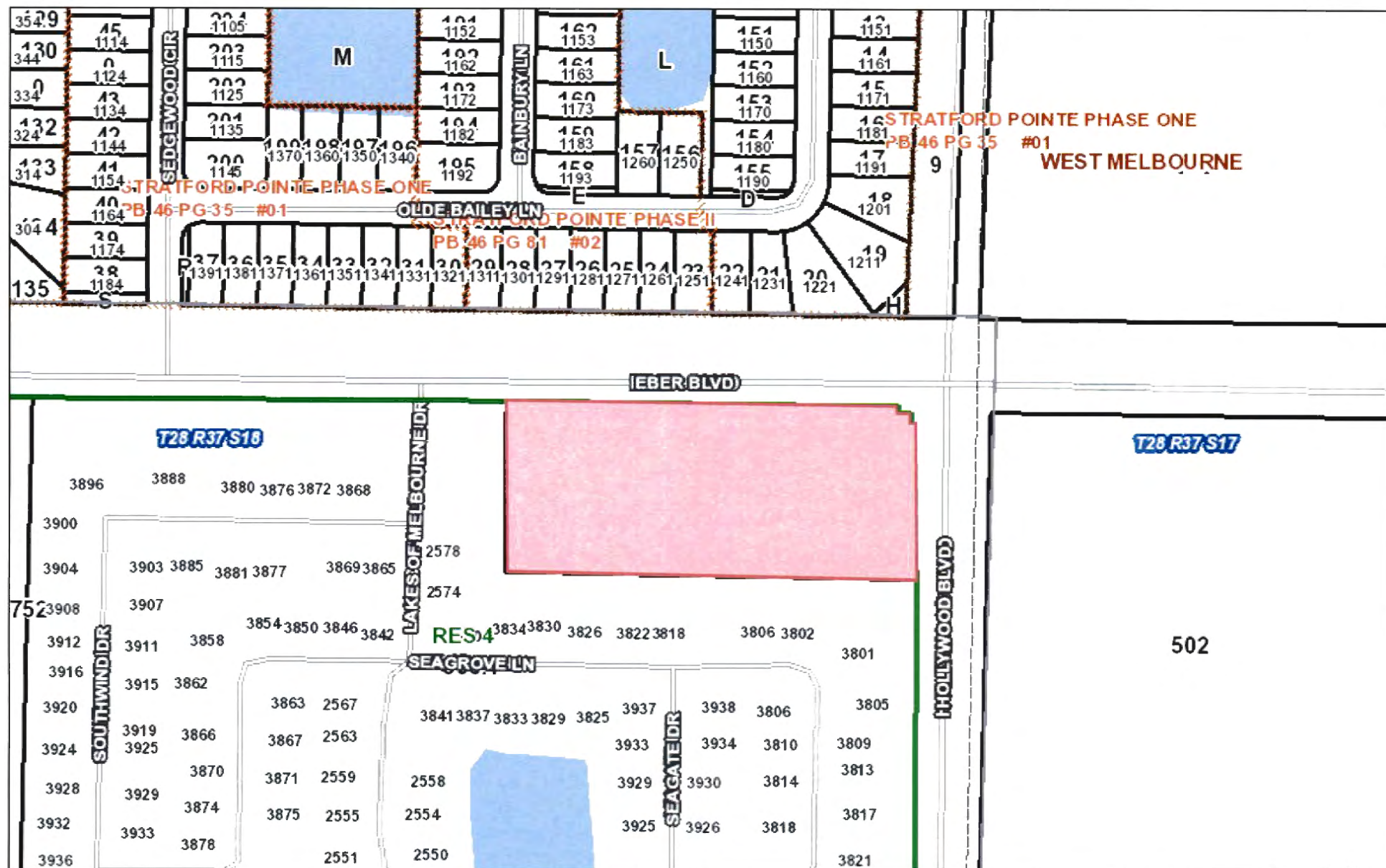
SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
11/04/2009	--	QC	Vacant	6062/2942
02/21/2003	\$300,000	QC	Vacant	4829/0893

No Data Found



Fromson, Tax# 2851597



- ☒ Future Landuse ☐ Section
Address
Street Label

