Application For Sign Waiver

Planning and Development Department Info

Application # SW-25-06 Staff Sign-Off/Date KM / 10/10/2025

Filing Date 10/13/2025 Number of Signs to Post 3

Current Land Use Category CGC

Sign Waiver REDUCE A SETBACK FOR A PROPOSED MONUMENT SIGN FROM 200 FEET TO 188 FEET

Applicable Section of Ordinance Code 656.1310(C)(V)(3)(I)

Notice of Violation(s) 0

Hearing Date 11/25/2025

Neighborhood Association WEST JAX CIVIC ASSOCIATION, OPEN VOLUNTEER

Overlay NONE

Application Info

 Tracking #
 6595
 Application Status
 PAID

 Date Started
 10/06/2025
 Date Submitted
 10/06/2025

General Information On Applicant

Last Name		First Name	M	iddle Name
RAYFIELD		JULIA		
Company Nai	me			
BOWMAN CON	SULTING GRO	UP LTD.		
Mailing Addre	ess			
10130 PERIM	ETER PARKWAY	SUITE 100, CHARL	OTTE, NC 28216	
City		State	Zip Code	
CHARLOTTE		NC	28216	
Phone	Fax	Email		
9802886715		1RAYFIFI DO	@BOWMAN.COM	

Last Name		First Name	Midd i e Name
HANKS		RYAN	
Company/Ti	rust Name		
3J7B REAL E	STATE LLC		
lailing Addı	ess		
4210 YANCE	Y ROAD		
City		State	Zip Code
CHARLOTTE		NC	28217
Phone	Fax	Email	
2035359313		MDONOHUE@NO	CVTOC.COM

Previ	erty Informat ious Zoning App s, State Applica	lication Filed?		
Мар	RE#	Council District	Planning District	Current Zoning District(s)
Мар	007628 1300	9	4	CCG-1

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eneral Loc				
		OF NORMA	NDY VILLAGE PK	WY AND NORMANDY BLV
ouse #	Street Name, Type a	nd Direct	ion	Zip Code
7788	NORMANDY BLVD			32221
etween St	reets			
	VILLAGE PKWY	and	FOURAKER RD	
9	ices Provider			
City Wat	er/City Sewer Well/Se	otic City	/ Water/Septic U	City Sewer/Well
gn Waiv	er Sought			
ick on a c	heck box to provide de	tails perta	aining to the Sig	n Waiver sought.
Increase	e maximum height of sign	from	to	feet.
Increase	e maximum size of sign fr	om	sq. ft. to	sq. ft.
Increase	number of signs from	to		
Allow fo	r illumination or change f	rom	external to	internal lighting
Reduce	minimum setback from 2	200 fee	et to 188 fee	t
Survey				
Site Pla Owners Owners he agent – Legal D	hip Affidavit / Agent Auth hip Affidavit / Agent Auth (Exhibit A). escription - may be writte	orization - en as eithe	Corporation - Not	rized Letter(s) – (Exhibit A) carized letter(s) designating metes and bounds (Exhibit
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Site Plate Owners Owners Owners Che agent – Legal D Ondividual or From the Floor Ontrom the Floor Outplement Letter F Cheir archite Within the ju	hip Affidavit / Agent Authorip Affidavit / Agent Authorip Affidavit / Agent Authority (Exhibit A). escription - may be written for Property Ownership - moner, https://paopropertyorida Department of State och.sunbiz.org/Inquiry/Commatal Information From DCFS, Department of commation for applicable Home ectural and aesthetic requiresdiction of a Home Owners, must be drawn to scaraphs of sign structure shows	orization - en as eithe ay be print search.coj Division o rporationS of Children Owner's A irements; her's Associale - height	Corporation - Not r lot and block, or t-out of property a .net/Basic/Search f Corporations if a earch/ByName and Family Service ssociation, stating or letter stating th iation - residentia	rarized letter(s) designating metes and bounds (Exhibit appraiser record card if aspx, or print-out of entry corporate owner, es - day care uses only that the request meets at the subject parcel is not I only

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Any other information the applicant wished to have considered in connection to the waiver request

Criteria

Section 656.1310, Ordinance Code, sets forth procedures and criteria for evaluating waivers of the Part 13 sign regulations. Section 656.1302 of the Ordinance Code defines a sign as "a painting, structure, projected image or device which is placed, erected, constructed or maintained on or in the ground or water, or on or outside of an enclosed building, boat, ship, vessel or other object or structure or affixed or painted on or inside an exterior window of a building for the purpose of display, information, advertisement or attraction of the attention of persons, including posters, pictures, pictorial or reading matter and a letter, word, model, device or representation used in the nature of an advertisement, announcement, attraction or direction."

Section 656.133(c)1 through 10, Ordinance Code, provides that, with respect to action upon Applications for Sign Waivers, the City Council shall grant a waiver only if substantial competent evidence exists to support a positive finding based on each of the following criteria as applicable:

- 1. Will the effect of the sign waiver be compatible with the existing contiguous signage or zoning and consistent with the general character of the area considering population, density, scale, and orientation of the structures in the area?
- 2. Would the result detract from the specific intent of the zoning ordinance by promoting the continued existence of nonconforming signs that exist in the vicinity?
- 3. Could the effect of the proposed waiver diminish property values in, or negatively alter the aesthetic character of the area surrounding the site, and could such waiver substantially interfere with or injure the rights of others whose property would be affected by the same?
- 4. Would the waiver have a detrimental effect on vehicular traffic or parking conditions, or result in the creation of objectionable or excessive light, glare, shadows or other effects, taking into account existing uses and zoning in the vicinity?
- 5. Is the proposed waiver detrimental to the public health, safety or welfare, or could such waiver result in additional public expense, creation of nuisances, or cause conflict with any other applicable law?
- 6. Does the subject property exhibit specific physical limitations or characteristics, which would be unique to the site and which would make imposition of the strict letter of the regulation unduly burdensome?
- 7. Is the request based exclusively upon a desire to reduce the costs associated with compliance and is the request the minimum necessary to obtain a reasonable communication of one's message?
- 8. Is the request the result of a violation that has existed for a considerable length of time without receiving a citation and if so, is the violation that exists a result of construction that occurred prior to the applicant's acquiring the property, not being a direct result of the actions of the current owner?
- 9. Does the request accomplish a compelling public interest such as, for example, furthering the preservation of natural resources by saving a tree or trees?
- 10. Would strict compliance with the regulation create a substantial financial burden when considering the cost of compliance?

Public Hearings

Please review your application. No application will be accepted until all of the requested information has been supplied and the required fee has been paid. The acceptance of an application as being complete does not guarantee its approval by the Planning Commission. The owner and/or authorized agent must be present at the public hearing.

The required public notice signs must be posted on the property within five (5) working days after the filing of this application. Sign(s) must remain posted and maintained until a final determination has been made on the application.

Application Certification

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

 \checkmark

Agreed to and submitted

Filing Fee Information

1) Residential District Base Fee

\$1,161.00

2) Plus Notification Costs Per Addressee

20 Notifications @ \$7.00/each: \$140.00

3) Total Application Cost:

\$1,301.00

^{*} Applications filed to correct existing zoning violations are subject to a double fee.

^{**} The fee for the advertisement is in addition to the above fees. The newspaper will send the invoice directly to the applicant.



City of Jacksonville Planning & Development Department 214 N. Hogan Street, Suite 300 Jacksonville, Florida 32202

AFFIDAVIT OF PROPERTY OWNERSHIP AND DESIGNATION OF AGENT Corporation/Partnership/Trust/Other Entity

3	17B REAL ESTATE LLC
Ow	vner Name
_77	788 NORMANDY BLVD, JACKSONVILLE, FL 32221
Ad	dress(es) for Subject Property
00	07628 1300
Rea	al Estate Parcel Number(s) for Subject Property
М	organ Donohue (Big River Quality Auto, LLC) & Andrea Gonzalez (Bowman Consulting Group Ltd.)
Ap	pointed or Authorized Agent(s)
	Il zoning and civil related plan review applications and permits
$\mathbb{T}\mathbf{y}$	pe of Request(s)/Application(s)
	NOKH
ST	ATE OF <u>Caro una</u>
CC	NO AN TATE OF <u>Caroling</u> DUNTY OF <u>Meckley law</u> g
BE	FORE ME, the undersigned authority, this day personally appeared Pyan Hanks
her	reinafter also referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:
1.	Affiant is the Manger of 3178 Ray Estate, a Lice (the "Entity") that is the owner and record title holder of the property described above and more specifically in the attached legal description (the "Subject Person to") which
	described above and more specifically in the attached legal description (the "Subject Property"), which
	property is the subject of the above-noted request(s)/application(s) being made to the City of Jacksonville.*
2.	Affiant affirms that he/she is authorized to execute this Affidavit on behalf of the aforesaid Entity.
۷,	the aloresaid Entity.

PREVIOUS VERSIONS OF THIS FORM ARE OBSOLETE

good faith.

- 4. Affiant further acknowledges that any change in ownership of the Subject Property and/or the designated agent(s) that occur prior to the date of final public hearing or City Council action on the application(s) associated herewith shall require that a new Affidavit of Property Ownership and Designation of Agent be submitted to the City of Jacksonville Planning and Development Department to reflect any such changes.
- 5. I acknowledge and affirm that I am familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath. Under penalty of perjury, I hereby declare that I have examined this Affidavit and to the best of my knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.
Ly Le
Signature of Affiant
Printed/Typed Name of Affiant
* Affiant shall provide documentation illustrating that Affiant is an authorized representative of the entity-owner of the Subject Property. This may be shown through a corporate resolution, power of attorney, printout from Sunbiz.org, trust agreement, etc.
NOTARIAL CERTIFICATE
Sworn to and subscribed before me by means of physical presence or online notarization, this 19, day of as Mar., for 3178 Pear Estate L.C., who is personally known to me or on has produced identification and who took an oath.
Type of identification produced
V at la talo

<u>NOTE</u>: APPLICATIONS SUBMITTED WITH AN INCORRECTLY COMPLETED, INCOMPLETE, OR ALTERED AFFIDAVIT OF PROPERTY OWNERSHIP AND DESIGNATION OF AGENT FORM(S) WILL <u>NOT</u> BE PROCESSED.

Kristen L Bernstein NOTARY PUBLIC

Union County North Carolina My Commission Expires August 23, 2026

My commission expires:

[NOTARY SEAL

On File

Third Amended and Restated Operating Agreement

of

MADISON CAPITAL GROUP LLC

(A North Carolina Limited Liability Company)

DATED: October 17, 2017

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THIRD AMENDED AND RESTATED OPERATING AGREEMENT

OF

MADISON CAPITAL GROUP LLC

THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT of MADISON CAPITAL GROUP LLC (the "Company"), a limited liability company organized pursuant to the North Carolina Limited Liability Company Act, is executed effective as of the date set forth on the cover page of this Agreement. Ryan L. Hanks ("Member") is the sole member of the Company. Solely for federal and state tax purposes and pursuant to Treasury Regulations Section 301.7701, the Member and the Company intend the Company to be disregarded as an entity that is separate from the Member. For all other purposes (including, without limitation, limited liability protection for the Member from Company liabilities), however, the Member and the Company intend the Company to be respected as a separate legal entity that is separate and apart from the Member.

ARTICLE I FORMATION OF THE COMPANY

- 1.1. Formation. The Company was formed on December 3, 2008, upon the filing with the Secretary of State of the Articles of Organization. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the rights and obligations of the parties and the administration and dissolution and winding-up of the Company shall be governed by this Agreement, the Articles of Organization and the Act.
- 1.2. Name. The name of the Company is MADISON CAPITAL GROUP LLC. The Member may change the name of the Company from time to time as it deems advisable, provided appropriate amendments to this Agreement and the Articles of Organization and necessary filings under the Act are first obtained.
- 1.3. Registered Office and Registered Agent. The Company's registered office shall be at a location as the Member may from time to time deem necessary or advisable.
- 1.4. Principal Place of Business. The principal place of business of the Company shall be at such place or places as the Member may from time to time deem necessary or advisable.
- 1.5. Purposes and Powers. The purpose and business of the Company shall be to purchase, sell, own, operate, manage, maintain, use and enjoy such direct or indirect rights, titles, investments, equity interests or other ownership interests in such real or personal property assets as the Member may deem appropriate, and to engage in any other lawful act or activity for which limited liability companies may be organized pursuant to the Act. The Company shall have the authority to do all things necessary or convenient to accomplish its purposes and operate its business as described in this Section 1.5.
- 1.6. Conflicts with Articles of Organization and Act. To the extent permitted by law, if this Agreement conflicts with the Company's Articles of Organization, this Agreement shall control and govern. To the extent permitted by law, if this Agreement conflicts with the Act, this Agreement shall control and govern. Furthermore, if (a) this Agreement addresses a matter for which the Act provides a default rule, (b) the Act permits an operating agreement to modify such default rule, and (c) this Agreement so modifies such default rule, this Agreement shall control and govern.

- 1.7. Term. The Company shall continue in existence in perpetuity unless the Company is earlier dissolved and its affairs wound up in accordance with the provisions of this Agreement or the Act.
- 1.8. Nature of Member's Interest. The interest of the sole Member in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company.

ARTICLE II DEFINITIONS

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

"Act" means the North Carolina Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

"Articles of Organization" means the Articles of Organization of the Company filed with the Secretary of State, as amended or restated from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).

"Manager" means the Person or Persons designated as manager pursuant to Section 3.1.

"Member" means Ryan L. Hanks.

"Person" means an individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, an unincorporated association, or another entity.

"Property" means: (i) any and all property acquired by the Company, real and/or personal (including, without limitation, intangible property), and (ii) any and all of the improvements constructed on any real property.

"Secretary of State" means the North Carolina Secretary of State.

"Treasury Regulations" means the Income Tax Regulations and Temporary Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE III MANAGEMENT OF THE COMPANY

3.1. Management. The Member, by virtue of its status as the sole Member, shall designate the Manager or Managers of the Company for all purposes. The Member may, but need not, serve as a Manager. The initial Manager of the Company shall be Ryan L. Hanks. Except as otherwise expressly provided in this Agreement, all decisions with respect to the management of the business and affairs of the Company shall be made by the Managers.

3.2. Indemnification of Manager for Management Services. The Company shall indemnify each Manager and its authorized delegatee(s) in connection with their services to the Company to the fullest extent permitted or required by the Act, as amended from time to time, and the Company may advance expenses incurred by such person upon the approval of the Manager (or the Member in the event of an advance to a Manager), upon the receipt by the Company of a signed statement agreeing to reimburse the Company for such advance in the event it is ultimately determined that the Manager is not entitled to be indemnified by the Company against such expenses. The Company shall also indemnify its officers and other representatives up to the fullest extent permitted under the Act or other applicable law.

3.3 Officers.

- (a) <u>General.</u> The Member may appoint officers with such titles, powers, duties, compensation and other terms as they may determine to be necessary or appropriate. All officers must be natural persons and no officer shall be required to be a Member, a resident of the State of North Carolina, or a citizen of the United States. The officers of the Company shall serve at the pleasure of the Member and thus shall be subject to removal and replacement by the Member (subject to any employment contracts).
- (b) Appointment, Term, Compensation and Removal. The officers of the Company shall be appointed, from time to time by the Member. The officers shall serve, subject to the provisions of this Agreement, until their respective successors are duly appointed and qualifies. Any officer may be removed by the Member at any time with or without cause; but such removal shall not itself affect the contractual rights, is any, of the officer so removed. The compensation of all officers shall be fixed by the Member or other agreements with such officers.

ARTICLE IV RIGHTS AND OBLIGATIONS OF MEMBER

- **4.1.** Name and Address of Member. The name, address, and Membership Interest of the Member are reflected in *Schedule I* attached hereto.
- 4.2. Removal and Designation of Manager. The Member may by written action, taken at any time for any or no reason, remove a Manager. The Member may replace a Manager due to such manager's death, dissolution, resignation, removal, or otherwise by written action and the written consent of the successor Manager to serve as such.
- **4.3. Limited Liability.** The Member shall not be required to make any contribution to the capital of the Company except as set forth in <u>Schedule I</u>, nor shall the Member in its capacity as such be bound by, or personally liable for, any expense, liability, or obligation of the Company except to the extent of its interest in the Company and the obligation to return distributions made to them under certain circumstances as required by the Act. The Member shall be under no obligation to restore a deficit Capital Account upon the dissolution of the Company or the liquidation of Membership Interest.

ARTICLE V CAPITAL CONTRIBUTIONS AND LOANS

The Member has contributed property to the Company as the initial Capital Contribution as set forth opposite its name on <u>Schedule I</u> attached hereto.

ARTICLE VI ALLOCATIONS, ELECTIONS, AND REPORTS

All allocations of profit and loss of the Company and all assets and liabilities of the Company shall, *solely* for state and federal tax purposes, be treated as that of the Member pursuant to Treasury Regulations Section 301.7701, but for no other purpose (including, without limitation, limited liability protection for the Member from Company liabilities).

ARTICLE VII DISTRIBUTIONS

Distributions of assets shall be made on such basis and at such time as determined by the Member.

ARTICLE VIII DISSOLUTION AND LIQUIDATION OF THE COMPANY

- **8.1. Dissolution Events.** The Company will be dissolved upon the happening of any of the following events:
- (a) All or substantially all of the assets of the Company are sold, exchanged, or otherwise transferred (unless the Member has elected to continue the business of the Company);
 - (b) The Member signs a document stating its election to dissolve the Company;
- (c) The entry of a final judgment, order, or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt and the expiration without appeal of the period, if any, allowed by applicable law in which to appeal; or
- (d) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.
- **8.2.** Liquidation. Upon the happening of any of the events specified in Section 8.1 and, if applicable, the failure of the Member to continue the business of the Company, the Member, or any liquidating trustee designated by the Member, will commence as promptly as practicable to wind up the Company's affairs unless the Member or the liquidating trustee (either, the "Liquidator") determines that an immediate liquidation of Company assets would cause undue loss to the Company, in which event the liquidation may be deferred for a time determined by the Liquidator to be appropriate. Assets of the Company may be liquidated or distributed in kind, as the Liquidator determines to be appropriate. The Member will continue to be entitled to Company cash flow and Company profits during the period of liquidation. The proceeds from liquidation of the Company and any Company assets that are not sold in connection with the liquidation will be applied in the following order of priority:
- (a) To payment of the debts and satisfaction of the other obligations of the Company, including, without limitation, debts and obligations to the Member;
- (b) To the establishment of any reserves deemed appropriate by the Liquidator for any liabilities or obligations of the Company, which reserves will be held for the purpose of paying liabilities or obligations and, at the expiration of a period the Liquidator deems appropriate, will be distributed in the manner provided in Section 8.2(c); and, thereafter
 - (c) To the Member.
- **8.3.** Articles of Dissolution. Upon the dissolution and commencement of the winding up of the Company, the Member shall cause Articles of Dissolution to be executed on behalf of the Company

and filed with the Secretary of State, and the Member shall execute, acknowledge, and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

ARTICLE IX MISCELLANEOUS

- **9.1.** Records. The records of the Company will be maintained at the Company's principal place of business or at any other place the Member selects, provided the Company keeps at its principal place of business the records required by the Act to be maintained there.
- 9.2. Survival of Rights. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 9.3. Interpretation and Governing Law. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa. The masculine gender shall include the feminine and neuter. The Article and Section headings or titles shall not define, limit, extend, or interpret the scope of this Agreement or any particular Article or Section. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina without giving effect to the conflicts of laws provisions thereof.
- **9.4.** Severability. If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase, or word to Persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.
- 9.5. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
- **9.6.** Tax Matters Manager. For purposes of this Agreement, Ryan L. Hanks shall be the Tax Matters Manager.
- 9.7. Creditors Not Benefited. Nothing in this Agreement is intended to benefit any creditor of the Company. No creditor of the Company will be entitled to require the Member to solicit or accept any loan or additional capital contribution for the Company or to enforce any right which the Company may have against a Member, whether arising under this Agreement or otherwise.
- 9.8. Binding Nature. This Agreement shall be binding on the Company, its successors and assigns, and the Member and its successors, assigns, heirs, agents, executors or administrators. This Agreement shall also be binding upon any person who obtains a lien upon any of the Membership Interests restricted by this Agreement or any spouse of a Member.
- 9.9. No Construction Against Preparer. This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that, because of the arm's-length negotiations, all parties hereto have contributed substantially and materially to the preparation of this Agreement.
- 9.10. Counsel. This Agreement was prepared by Johnston, Allison & Hord, P.A. ("Firm"), representing the Company's and each of the Member's and Manager's interests with respect hereto. The parties, in executing this Agreement, acknowledge having been informed by Firm in writing (and Firm hereby informs the parties in writing) that such dual representation may or will create a concurrent conflict of interest for Firm under the North Carolina Rules of Professional Conduct, and that separate

representation may be advisable. The parties also acknowledge Firm having informed them, as allowed by the North Carolina Rules of Professional Conduct, that such dual representation may result in substantial cost savings to the parties. After being so informed, the parties, in executing this Agreement, agree and acknowledge that they have consented to Firm's representation of them herein, that Firm's representation consists of documenting the business arrangement agreed to by the parties, and that Firm has not negotiated on behalf of any party to the transaction contemplated herein. The Members and Managers acknowledge having had the opportunity to retain separate counsel to review and advise them regarding this Agreement, and acknowledge having read and fully understood this Agreement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has caused this Agreement to be duly adopted by the Company as of the 17^{th} day of October, 2017.

Company:

MADISON CAPITAL GROUP LLC

By: // // // Ryan I / Hanks, Manager

Member:

Ryan L. Hanks

Manager:

Ryan L. Hanks

SCHEDULE I

Name and Address of Member	Initial Capital <u>Contribution</u>	Membership <u>Interest</u>
Ryan L. Hanks 4064 Colony Road, Suite 310 Charlotte, North Carolina 28211	\$1,000.00	100%
TOTAL	<u>\$1,000.00</u>	<u>100%</u>

AMENDED AND RESTATED OPERATING AGREEMENT OF CAMERON PROPERTY COMPANY, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT of CAMERON PROPERTY COMPANY, LLC, a North Carolina limited liability company (the "Company"), is effective as of January 1, 2023 (the "Effective Date"), by and between the Company and MADISON CAPITAL GROUP LLC, a North Carolina limited liability company, as the sole member of the Company (the "Member").

PRELIMINARY INFORMATION

On May 17, 2021, the Member and Four T Capital Group, LLC, a North Carolina limited liability company ("Four T"), entered into that certain Operating Agreement of the Company as the Company's members (the "Original Agreement").

Pursuant to that certain Redemption and Assignment of Membership Interest in the Company, effective as the Effective Date, by and among the Company, Four T and Joe F. Teague, Jr., an individual ("<u>Teague</u>"), Four T agreed to transfer, assign and convey its entire membership interest in the Company to the Company, and the Company agreed to redeem such membership interest, and in connection therewith, Four T withdrew as a member of the Company and Teague resigned as a manager and the president of the Company.

The Member now desires to amend and restate the Original Agreement in its entirety by adopting and approving this Agreement.

AGREEMENT

The Member does hereby amend and restate the Original Agreement in its entirety and promises, covenants, and agrees as follows:

- 1. Name: Formation. The name of the limited liability company is Cameron Property Company, LLC. The Company has been organized as a North Carolina limited liability company by the filing of its Articles of Organization (the "Articles of Organization") with the Secretary of State of North Carolina under and pursuant to the North Carolina Limited Liability Company Act and any successor statute, as amended from time to time (the "Act").
- 2. **Principal Place of Business; Registered Agent/Office.** The principal place of business shall be at such place or places determined from time to time by the Manager (defined below). The registered agent and registered office of the Company are as set forth in the Articles of Organization and may be changed from time to time by the Manager in accordance with the Act.
- 3. **Purpose**. The purpose and business of the Company shall be to perform any activities permitted by the Act.

- 4. **Term; Dissolution**. The term of the Company commenced on the date of the filing of the Articles of Organization with the Secretary of State of North Carolina and shall continue until the Company is dissolved and its affairs wound upon the first to occur of the following: (i) the written election of the Member, or (ii) the occurrence of an event of dissolution under the Act.
- Management; Indemnification. The business and affairs of the Company shall be managed by its manager (the "Manager"). The Manager shall have full and complete authority, power and discretion to (i) manage and control the business, affairs and properties of the Company, (ii) make all decisions and bind the Company regarding those matters, and (iii) perform any and all other acts or activities customary or incident to the management of the Company's business. The number of Managers of the Company shall be fixed from time to time by vote of the Member, but in no instance shall there be less than one Manager. The Company shall initially have one (1) Manager: the Member. To the fullest extent permitted by the Act, the Company shall indemnify each Manager and Member and make advances for expenses to each Manager and Member arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's or Member's status as a Manager or Member of the Company or such Manager's or Member's participation in the management, business and affairs of the Company may resign at any time by giving written notice to the Member. The Member may remove any Manager at any time with or without reason. Any vacancy occurring for any reason in the office of Manager shall be filled by the vote of the Member.
- 6. <u>Capital Contributions</u>. The Member has made such capital contributions to the Company as are set forth in the books and records of the Company. The Member shall have no obligation to make additional capital contributions. No individual or entity (collectively "<u>Person</u>") shall be admitted as an additional member of the Company without the consent of the Member.
- 7. <u>Distributions</u>. All distributions of the Company's available cash shall be made to the Member. No distribution shall be made to the Member if prohibited under the Act.
- 8. Tax Matters. For Federal and relevant State income and/or franchise tax purposes and for no other purpose whatsoever, the Company shall be disregarded as an entity separate from the Member, as provided in Section 301.7701-3(a) of the Federal Income Tax Regulations and any comparable provision of relevant State income or franchise tax law, regulation or administrative pronouncement. The Member and the Manager shall take any and all actions necessary or appropriate to accomplish the foregoing, and neither the Member nor the Manager shall at any time take any action that is or might be inconsistent with the foregoing. Consistent with such treatment for Federal and relevant State income or franchise tax purposes, each of the assets and each of the liabilities of the Company shall be treated as an asset or a liability (as appropriate) of the Member (and not of the Company) for Federal and relevant State income and/or franchise tax purposes and for no other purpose whatsoever, and each item of income, gain, loss, deduction and credit recognized by the Company shall be treated as having been recognized by the Member (and not by the Company) for Federal and relevant State income and/or franchise tax purposes and for no other purpose whatsoever.
- 9. <u>Accounting and Books/Records</u>. The Company's accounting period shall be the calendar year. At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company. All funds of the Company shall be deposited in its name in an account or accounts maintained with such bank as is determined by the Manager.
- 10. <u>Miscellaneous</u>. This Agreement shall be governed by, and construed under, the laws of the State of North Carolina. None of the provisions of this Agreement shall be for the benefit of or

enforceable by any creditor of the Company or by any Person not a party hereto. Any amendment to this Agreement shall be made in writing by the Member. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has duly executed this Agreement as of the date first above written.

SOLE MEMBER / MANAGER:

MADISON CAPITAL GROUP LLC, a North Carolina limited liability company

Title: Manager

Signature Page to Amended and Restated Operating Agreement of Cameron Property Company, LLC



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company 3J7B REAL ESTATE LLC

Filing Information

 Document Number
 M22000014510

 FEI/EIN Number
 88-3589852

 Date Filed
 09/13/2022

State SC

Status ACTIVE

Last Event REINSTATEMENT

Event Date Filed 10/03/2023

Principal Address
312 KING STREET

CHARLESTON, SC 29401

Mailing Address

312 KING STREET

CHARLESTON, SC 29401

Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

Name Changed: 10/03/2023

<u>Authorized Person(s) Detail</u>

Name & Address

Title MGR

SMALLWOOD, JASON 312 KING STREET CHARLESTON, SC 29401

Title AP

WALLS, JOSH

312 KING STREET CHARLESTON, SC 29401

Annual Reports

 Report Year
 Filed Date

 2023
 10/03/2023

 2024
 02/07/2024

Document Images

02/07/2024 ANNUAL REPORT	View image in PDF format
10/03/2023 REINSTATEMENT	View image in PDF format
09/13/2022 Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations



LOCATION MAP

LEGAL DESCRIPTION (PER SURVEYOR) 3J7B REAL ESTATE, LLC. PAKCEL, AS 51 90 IVAL COUNTY OFFICIAL RECORDS BCOK)

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INDEX OF SHEETS

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FLORIDA

- ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE FLORIDA LICENSED SURVEYOR AND MAPPER.

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JACKSONVILLE, FL.

TY88 NORMANDY BLVD VALVOLINE INSTANT OIL CHANGE

> SUBJECT PARCEL CONTAINS 97,920,03 SQUARE FEET OR 2,248 ACRES. 13. NO PARKING SPACES WERE PRESENT AT THE TIME OF SURVEY

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TUVAL COUNTY

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SURVEYOR'S CERTIFICATION:

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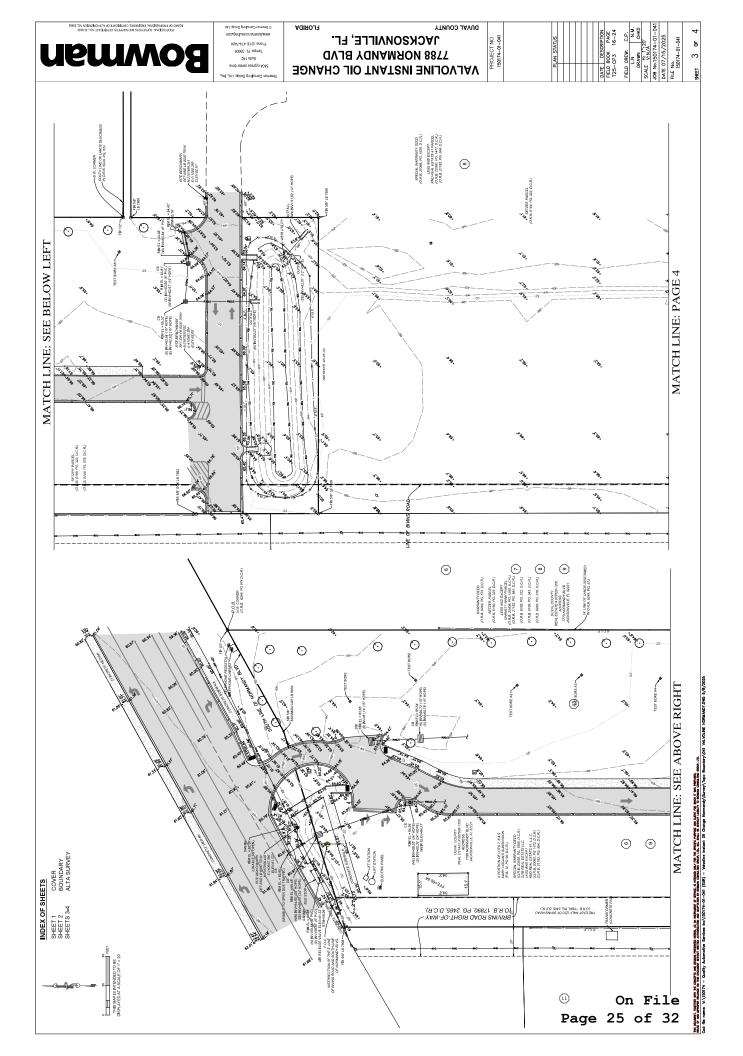
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BOWANN CONSULTING GROUP, LTD., INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER (LB 8030 = LICENSED BUSINESS NUMBER 8030) NICHOLAS MESSINA JR. FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NO. 6589

DUVAL COUNTY FIELD CREW: C.P.
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bSb7-b7a (618) snorf9 Bowman **TY88 NORMANDY BLVD** VALVOLINE INSTANT OIL CHANGE INDEX OF SHEETS
SHEET 1 COVER
SHEET 2 BOUNDARY
SHEETS 3-4 ALTA SURVEY BOUNDARY ENCROACHMENT PARCEL (OR.B. 748), PG. 484, D.C.R.) (10) SHOPPING CENTER PARCEL G.R.B. 7461, PG. 481, D.C.R. LOT 2
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Bowmen

VALVOLINE INSTANT OIL CHANGE
1788 NORMANDY BLVD
JACKSONVILLE, FL.

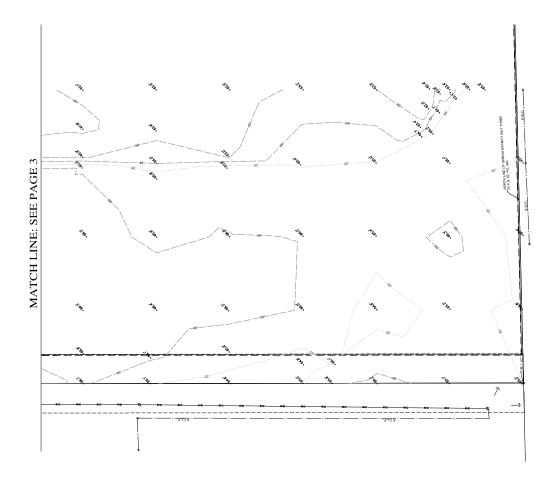
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PROJECT NO 150174-01-041 | Color | Colo



7788 NORMANDY BOULEVARD CITY OF JACKSONVILLE, DUVAL CO. BOWMAN, COM an Consulting Gro PHONE: (704) 412-7474 VALVOLINE INSTANT OIL CHANGE

SITE PLAN

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GRAPHIC SCALE

(IN FEET)

1 NOH = 30 FT

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10130 PERIMETER PARKWAY CHARLOTTE, NC 28216 CHARLOTTE, NC 28216

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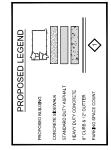
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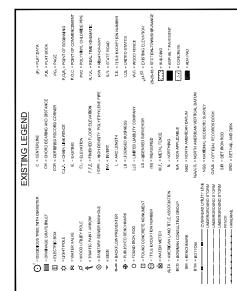
GENERAL SITE NOTES

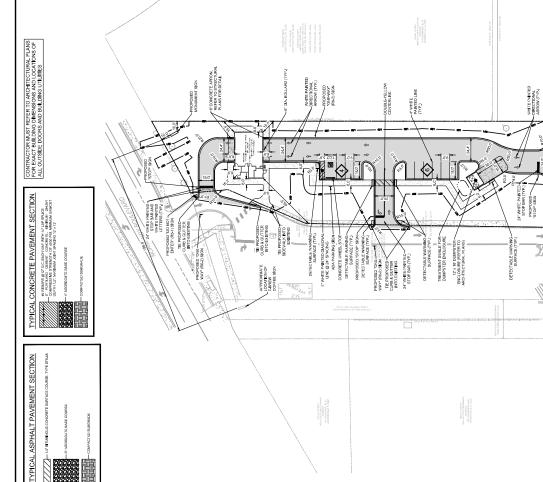
SITE SUMMARY TABLE

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PROPOSED LEGEND						\rightarrow
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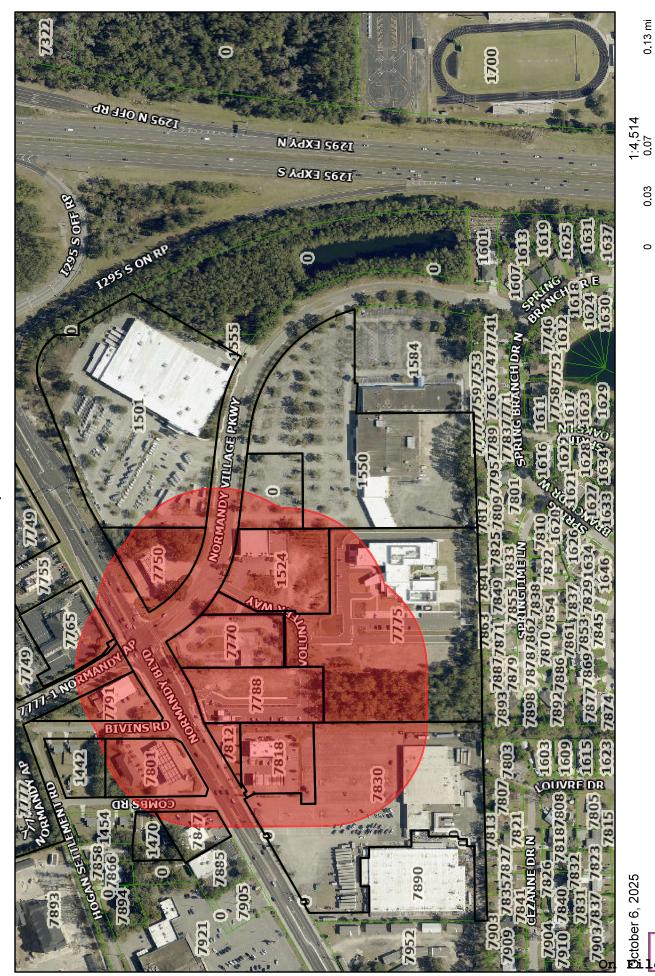








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Page 28 of 32

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RE	LNAME	LNAME2
007628 1300	3J7B REAL ESTATE LLC	
007637 0000	A E J NORMANDY LLC ET AL	
007628 3600	A5MM REALTY LLC	
007628 3010	AREC 34 LLC	
007628 1200	BARNETT BANK OF JACKSONVILLE	
007630 0000	COMMERCIAL STRATEGIES GROUP LLC	
007624 0000	DISCOUNT AUTO PARTS INC	
007628 0100	FIRST COAST ENERGY L L P	
007632 0000	GRAY AND GRAY WEST INC	
007628 3700	HERITAGE CHRISTIAN CENTER INTERNATIONAL	
	NORTHWEST	VICTOR COLEMAN
007639 0020	OAKS AT NORMANDY ACQUISITION LLC	
	OPEN VOLUNTEER	RANDALL JACKSON
007627 0200	PLAZA PROPERTIES CORPORATION	
007625 0050	PREM ENTERPRISE INC	
007633 0010	RACETRAC PETROLEUM INC	
	ROLLING HILLS	BRAD STRALEY
	SOUTHWEST	CHRISTINA PURDY
007628 1020	TST JACKSONVILLE IRF LLC	
007625 0040	VICTORY CHAPEL CHRISTIAN FELLOWSHIP CHURCH INC	
007637 0100	VYSTAR CREDIT UNION	
007637 0010	WALTER H BRYAN JR FAMILY TRUST	
	WEST JAX CIVIC ASSOCIATION	PAUL CARNEAL
total: 20		

MAIL_ADDR1 MAIL_ADDR2 MAIL_ADDR3

312 KING ST

120 WHITE PLAINS RD SUITE 110

787 CANDLEBARK DR

2727 N CENTRAL AVE

C/O BANK OF AMERICA PO BOX 32547

20 TALLWOOD RD

ATTN TAX ACCOUNTING #9288 PO BOX 2710

ATTN PROPERTY TAX AP ADMINISTRATOR 6867 SOUTHPOINT DR N

7812 NORMANDY BLVD

1550 NORMANDY VILLAGE PKWY # 11

2118 18TH ST W

645 MAYPORT RD ST 5

5807 GILCHRIST OAKS CT

504 SOUTH HEILBRON DR

7545 CENTURION PKWY SUITE 204

C/O SILVER OAK ADVISORS PO BOX 2437

7882 HNOLL DR N. 6008 LAKE COVE AV

1000 URBAN CENTER DR STE 675

7830 NORMANDY BLVD

PO BOX 45085

PO BOX 6772

886 CRESSWELL LN W

MAIL_CITY	MAIL_STATE	MAIL_ZIP
CHARLESTON	SC	29401
TARRYTOWN	NY	10591
JACKSONVILLE	FL	32225-5321
PHOENIX	AZ	85004
CHARLOTTE	NC	28232
JACKSONVILLE BEACH	FL	32250
ROANOKE	VA	24001-2710
JACKSONVILLE	FL	32216
JACKSONVILLE	FL	32221
JACKSONVILLE	FL	32221
JACKSONVILLE	FL	32209
ATLANTIC BEACH	FL	32233
JACKSONVILLE	FL	32219
MEDIA	PA	19063
JACKSONVILLE	FL	32256
SMYRNA	GA	30081-2437
JACKSONVILLE	FL	32221
JACKSONVILLE	FL	32222
BIRMINGHAM	AL	35242
JACKSONVILLE	FL	32221-6641
JACKSONVILLE	FL	32232
JACKSONVILLE	FL	32236
JACKSONVILLE	FL	32221

10/10/25, 3:16 PM Printing:: CR793515

Duval County, City Of Jacksonville Jim Overton, Tax Collector

231 E. Forsyth Street Jacksonville, FL 32202

General Collection Receipt

Account No: CR793515 Date: 10/10/2025 User: Mehta, Kareena - PDCU Email: KMehta@coj.net

REZONING/VARIANCE/EXCEPTION

Name: Julia Rayfield

Address: BOWMAN CONSULTING GROUP LTD. 10130 PERIMETER PARKWAY, SUITE 100,

CHARLOTTE, NC 28216

Description: Address: 7788 Normandy Blvd RE #: 007628 1300 Sign Waiver Z-6595

Fund	Center	Account	Project	Activity	Interfund	Future	Debit Amount	Credit Amount	
00111	000000	104001	000000	00000000	00000	0000000	1301.00	0.00	Ī
00111	140302	342218	000000	00000000	00000	0000000	0.00	1301.00	

Total Due: \$1,301.00

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

Account No: CR793515 REZONING/VARIANCE/EXCEPTION Date: 10/10/2025

Name: Julia Rayfield

Address: BOWMAN CONSULTING GROUP LTD. 10130 PERIMETER PARKWAY, SUITE 100, CHARLOTTE, NC

Description: Address: 7788 Normandy Blvd RE #: 007628 1300 Sign Waiver Z-6595

Total Due: \$1,301.00