

ED KILLEBREW
CHAIRMAN

CHASE BARNES
VICE CHAIRMAN

GEORGE DELOACH
BOARD MEMBER

EARL WALLACE
BOARD MEMBER

ANDREW BURNETT
BOARD MEMBER

EDIE WILSON
BOARD MEMBER

CAITLIN E. OWENS
BOARD MEMBER

TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

LORENZO AGHEMO, MRP
PLANNING DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK



AGENDA
PLANNING BOARD MEETING
July 2, 2024 at 4:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call
- d. Appeal Procedures & ExParte Communication

2. APPROVAL OF MINUTES

- a. Minutes

3. PUBLIC COMMENTS

- a. **Public Comments** - (Speakers limited to three minutes - no action taken on items) Parcel No.:
Address:
Owner:
- b. **Commission and Staff Response**

4. REGULAR BUSINESS

- a. PB24-10 - 00 McLaury Dr., Palatka, FL 32177
Request to Annex, Amend FLUM, & Rezone
- b. PB23-27 - 400 North State Road 19 Palatka, FL 32177
Approval of a Final Plat for the Palatka Mall
- c. PB23-19 - 00 Unassigned (Moseley and Edgemoor), Palatka, FL 32177
Request to subdivide one 2.17 acre +/- parcel at Moseley Ave. and Edgemoor Dr. into six single-family lots, with one on Moseley and five on Edgemoor.

5. STAFF COMMENTS

6. BOARD MEMBER COMMENTS

7. ADJOURN

Any person wishing to appeal any decision made by the Planning Board with respect to any matter considered at such meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105

Persons with disabilities requiring accommodations in order to participate in this meeting should contact the City Clerk's Office at 329-0100 at least 24 hours in advance to request accommodations.

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CITY CLERK

RENEE BROWN
PLANNING CLERK



MINUTES
CITY OF PALATKA
June 4, 2024

1. CALL TO ORDER

a. Invocation

led by Chair Killebrew.

b. Pledge of Allegiance

led by Mr. Burnett.

c. Roll Call

Present:

Chase Barnes

Earl Wallace

Andrew Burnett

Ed Killebrew, Chair

Excused:

Edie Wilson

Caitlin Owens

George DeLoach

Also Present: Lorenzo Aghemo Planning Director, Sunni Krantz, City Clerk, Casey Cheap, Planner 1, Sherri Farmer, Planner I, Jane West, City Attorney, Renee' Brown, Planning Clerk; Chad Branford, Deputy Fire Chief; Allegra Kitchens, former City Commissioner; Esme Coward; June Landry; Mary Shackleford; Present via telecommunications technology: Autumn Martinage; Paul Morris

d. Appeal Procedures & ExParte Communication

The appeal procedures were read by the Chair and time was allotted for ex parte disclosures.

2. APPROVAL OF MINUTES

a. Minutes - May 7, 2024

Motion to approve by Mr. Burnett. Seconded by Mr. Barnes. Motion passed unanimously.

3. PUBLIC COMMENTS

a. Public Comments - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment. Hearing none, the floor was closed to public comment.

4. REGULAR BUSINESS

a. **PB24-09**

Request to rezone from R-1A to R-3 to bring multi-family parcel into zoning compliance

Parcel No.: 12-10-26-6500-0080-0080

Address: 2418 Crill Ave., Palatka, FL 32177

Owner: George Shkurta, 2418 Crill Ave, LLC

Mr. Cheap addressed the board. He advised this a request for rezoning alone, not a future land use map amendment. The current future land use designation is Residential Low and the zoning is R-1A. The proposed multi-use exceeds the current R-1A zoning. Mr. Cheap advised we advertised for an R-3 zoning. However, the applicant now requests R-2 zoning. Mr. Cheap advised the City Attorney wrote the applicant a letter.

Mr. Aghemo advised the area behind is all single family zoning. However, a change to R-2 would not qualify as spot zoning. He advised this is not incredibly uncommon. He indicated he was concerned about R-3's high density on the neighborhood and R-2 is more proper. Ms. West advised the situation came to the City's awareness when a call for 3-units came for utility service.

The applicant, George Shkurta, address the board. He advised most renovations were completed before he purchased the property. He completed the electric work on the property. He advised he rented the property and then found out the density was not appropriate. He advised the lot next door is vacant. He advised he would not have purchased the property if he had known the issue had existed.

The floor was opened to public comment.

Mary Shackelford 2417 Alice St., Palatka, FL 32177 - advised as long as the next door area is kept vacant, she would be in support.

June Landry 517 S 17th Street, Palatka, FL 32177 - asked how putting multiple family dwellings would affect the already increasing traffic

Mr Aghemo responded the units are already there.

Allegra Kitchens 1027 S 12th St. Palatka, FL 32177 - asked how the applicant was issued a permit by the County without being told what he could and could not do zoning wise.

Hearing no further requests to comment, the floor was closed to public comment.

Board discussion commenced. Ms. West advised this will set a precedent unless the board puts specific directions in its motion. If this is approved, if the surrounding properties wanted to up-zone to R-2 there would be no basis for denial. Ms. West cautioned that on the other hand, by not approving this, the board would prohibit the applicant from using the full and best use of the property. Mr. Aghemo advised the board must review each case on its own merit. Chair Killebrew advised the building has been there, but the upstairs apartment was not there before the current applicant. Mr. Barnes advised as long as there is a line somewhere as to where the R-2 zoning stops, he was in favor.

Motion to recommend the rezoning from R-1A to R-2, since it is along commercial and a major highway by Mr. Barnes. Seconded by Mr. Burnett. Motion passed unanimously.

b. **PB24-10**

Request to Annex, Amend FLUM, & Rezone

Parcel No.: 10-10-26-0000-0130-0010

Address: 00 McLaury Dr., Palatka, FL 32177

Owner: Roberts Land & Timber Company

Mr. Aghemo advised the applicant has acquired additional property along the north to access St. Johns Avenue. The applicant has requested to continue to the hearing to the next Planning Board meeting.

Motion to continue to July 2 Planning Board meeting at 4:00 PM by Barnes. Seconded by Wallace. Motion passed unanimously.

c. **PB24-13**

Establish Conditional Use for a Club, Lodge, or Familial Organization
Parcel No.: 42-10-27-6850-1460-0050
Address: 318 Osceola St.
Owner: Beck/Sloan Properties, Inc.

Ms. Farmer presented the case. She advised the the American Legion Women's Auxillary desires to use the structure as a meeting space. This structure has been vacant for longer than the allowable time for continuance of a conditional use. (Previously the structure was the "Lion's Club"). Regarding parking, the existing structure has a lawn area that was used previously for parking, the applicant has agreed to the conditions for ADA compliance parking and the Planning Director has granted approval for impervious rock. Ms. Farmer outlined the report. Other recommendations were that screening shall be placed around the trash pick-up location to screen it from the street and to landscape the parking lot to code minimum requirements. By approving the application, it would allow a civic organization to provide further service to the community.

The applicant, Jim Troiano, representing Beck/Sloan Properties, 2000 Reid St., Palatka, FL 32177 - advised they had a building next door to the American Legion building that is vacant, and they are willing to allow their Auxillary to use the space.

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - spoke in support. She clarified Beck/Sloan Properties offered the Bert Hodge American Legion Auxillary the use of the building. She asked if the conditional use is granted, if all other conditional uses in Sec. 94-145(e) would be approved.

Discussion commenced concerning Ms. Kitchens' question: Mr. Aghemo advised the conditional use will run with the land and it would apply to all permitted conditional uses in that category. Ms. West advised the board can provide conditions to the granting of the conditional use. Mr. Wallace advised in the past, the board has granted conditional uses for specific purposes and if the property owner wanted a different conditional use, they had to come back. Mr. Troiano advised their intent was to apply for a conditional use as stated in code Sec. 94-145 (e)(6) only

Esme Coward P.O. Box 595 Crescent City, FL 32113, speaking as President of the Auxillary - advised they are no longer called the Women's Auxillary, as they have a male member. She spoke in support and of the many volunteer efforts of the auxillary. They are a separate financial entity from the American Legion.

Hearing no further requests to comment, the floor was closed to public comment.

Board discussion commenced. Chair Killebrew indicated the building is perfect for the proposed use.

Motion by Mr. Barnes noting that the board has found no adverse action from the public, the board recommended the conditional use be granted for the explicit use of a club, lodge or fraternal organization and subject to the 3 conditions outlined in the staff report. Second by Mr. Burnett. Motion passed unanimously.

d. **PB23-27**

Approval of a Final Plat for the Palatka Mall
Parcel No.: 02-10-26-0000-1260-0000
Address: 400 North State Road 19 Palatka, FL 32177
Owner: Schippers-Taivah LLC

Mr. Aghemo asked for a continuance as Staff has not received a report from the surveyor and is therefore, unable to make a recommendation at this time.

Autumn Martinage 7 Waldo St., St. Augustine, FL Matthews Design Group, spoke on behalf of the applicant. She advised Paul Morris, the surveyor, is currently updating the plat. She advised the surveyor's report will be available in a couple weeks and will be ready for the July Planning Board meeting.

Motion to continue to the July 2 at 4:00 PM Planning Board meeting by Mr. Barnes. Seconded by Mr. Burnett. Motion passed unanimously.

5. STAFF COMMENTS

Ms. West and Chair Killebrew thanked Mr. Cheap for his work as this will be his last meeting before the Planning Board.

6. BOARD MEMBER COMMENTS

Mr. Barnes and Chair Killebrew thanked Mr. Wallace for his time and expertise on the plats recently presented to the board.

7. ADJOURN

Seeing no further business before the board, the meeting adjourned at 5:01 PM.

To: Planning Board

From: City Staff

Subject: Palatka Mall Subdivision

This is to provide the Board with an update regarding the Palatka Mall final plat. As you may recall this is the final plat for the Palatka Mall to subdivide the existing parcel into 4 lots, thus creating 3 new outparcels intended for commercial development. The final plat application was considered by the Board on June 4th, 2024 and was continued to the July 2nd, 2024 meeting.

Since the last meeting, staff continued to review the application for compliance with the Florida Statutes and City Code. The applicant has since revised the plat and submitted the required number of copies, as well as a reciprocal general easement agreement.

The final plat was also reviewed by a third-party surveyor on behalf of the City. Mr. Ellery P. Morris from Morris' Surveying and Appraising, Inc. Upon review, he did not have any questions or concerns.

Staff still recommends approval subject to the following conditions:

Plat should be modified to reflect the following corrections:

- Outparcels should be labeled "parcel" or "lot".
- Utility and access easements must be shown for access points.

These corrections must be completed before the item is scheduled for City Commission hearing.

Case PB 23-27 – Palatka Mall Final Plat

Address: 400 N State Road 19, 02-10-26-0000-1260-0000, 31.63 acres

Applicant: Schippers-Taivah, LLC, Agent Matthews Design Group, LLC

STAFF REPORT: Final Plat Approval

DATE: June 4, 2024
TO: Planning Board
FROM: City Staff

Application Request

The applicant is requesting approval of a Final Plat to subdivide the existing parcel into four (4) parcels therefore creating three (3) new outparcels intended for future development.



Figure 1: Subject Parcel Outlined in Black



Figure 2: Subject Parcel Outlined in Black, Future Land Use (FLU)



Figure 3: Subject Parcel and Surrounding Parcels, Existing Zoning

Background

The preliminary plat for this subdivision was reviewed and unanimously approved by the Planning Board on December 5, 2023. The approval was contingent upon the applicant addressing staff concerns included in the staff report. The property in question has a Future Land Use (FLU) of Commercial (COM) and is zoned Intensive Commercial (C-2). The new outparcels to be created will continue to have the same designation and zoning.

The proposed new outparcels are not required to meet minimum dimensions and will have the following sizes:

- Outparcel A: 59,718 sq. ft. (1.37 acres);
- Outparcel B: 46,292 sq. ft. (1.06 acres);
- Outparcel C: 133,339 sq. ft. (3.06 acres); and
- Outparcel D (mall): 1,130,651 sq. ft. (25.96 acres)

All parcels will use the existing 3 accesses from State Road 19 and an internal roadway. The existing mall is served by a stormwater system previously installed. New development will need to be designed and permitted by local and state agencies.

The proposed subdivision parcels meet development standards and is in general conformance with the City of Palatka Code of Ordinances §74-9 and §74-12 and with Florida Statute Chapter 177. The Final Plat is in general conformance and consistent with the previously approved preliminary plat. The applicant has addressed and satisfied the 18 items noted in the staff report; however, the following items listed in the staff recommendations must be resolved before the final plat is submitted for consideration by the City Commission.

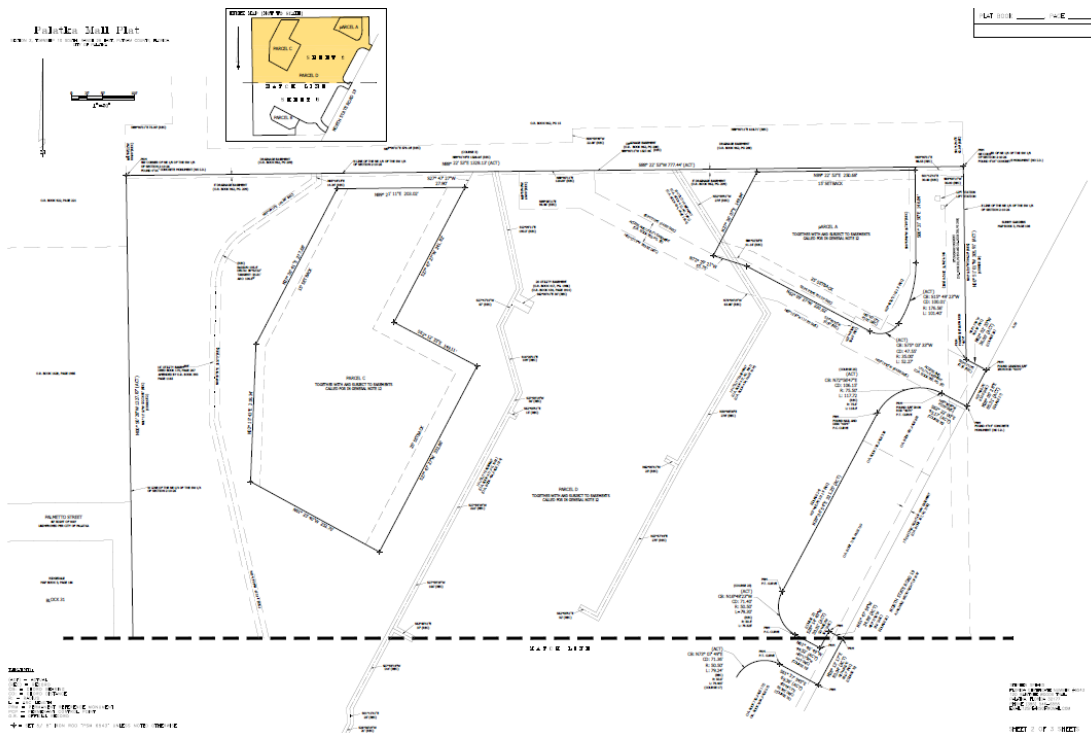


Figure 4: Proposed Preliminary Plat Sheet 2 (A full size plat is available at City Hall)

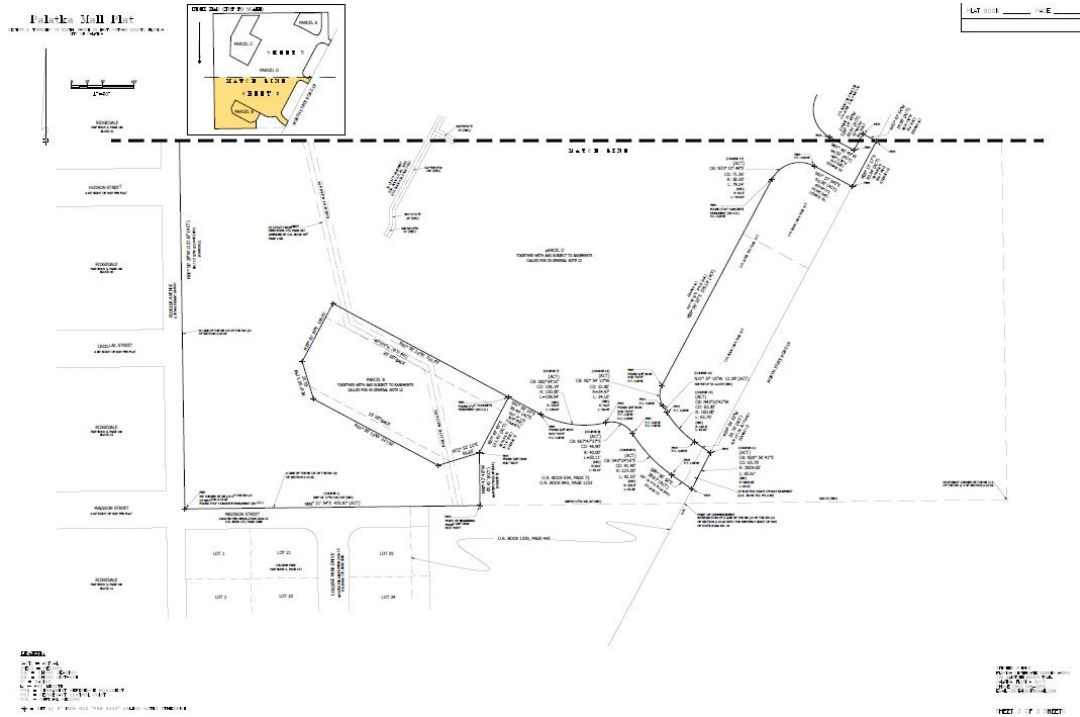


Figure 5: Proposed Preliminary Plat Sheet 3 (A full size plat is available at City Hall)

Staff Recommendation

Staff recommends approval of the Final Plat.

MORRIS SURVEYING & MAPPING, INC.



P.O. Box 1230
Hawthorne, FL 32640
Phone 352-213-1200
epmorris@bellsouth.net



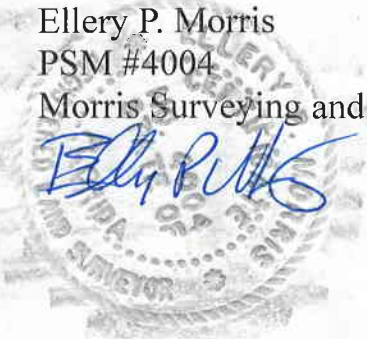
Date: June 17, 2024

RE: Palatka Mall Plat Review

I have reviewed the Plat prepared by Stephen Speaks of "Palatka Mall", we have no questions or concerns. Let me know if you have any comments.

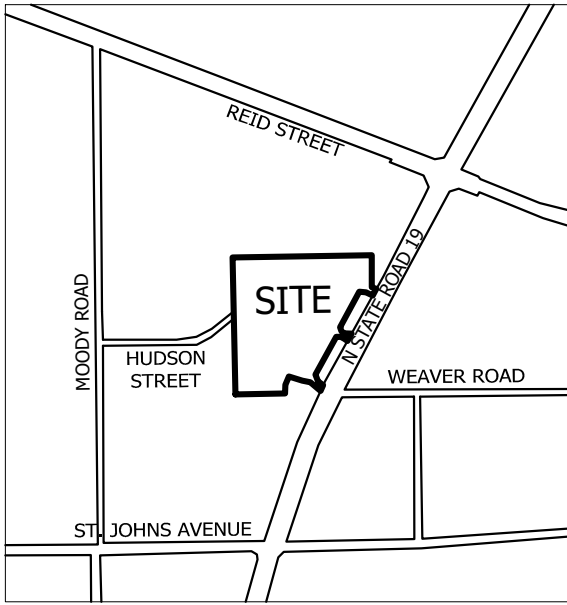
Thank you,

Ellery P. Morris
PSM #4004
Morris Surveying and Mapping

A handwritten signature in blue ink, appearing to read "Ellery P. Morris".

Palatka Mall Plat

SECTION 2, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA.
CITY OF PALATKA



VICINITY MAP
Not to Scale

CAPTION

OFFICIAL RECORDS BOOK 1657, PAGE 1214 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA

A tract of land situated in the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East and in SUNNY GARDENS, a subdivision of part of the N 1/2 of the NW 1/4 of the SE 1/4 of Section 2, recorded in Map Book 3, page 108 of the Public Records of Putnam County, Florida, being lands described in Official Records Book 388, page 508 and part of lands described in Official Records Book 381, page 367 of said Public Records and being more particularly described as follows:
Commencing at the intersection of the South line of the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East with the Westerly right-of-way of State Road #19, said point being 520.72 feet Westerly, as measured along said South line, from the Southeast corner of the NE 1/4 of the SW 1/4 of Section 2, at the Southeasterly corner of Out Parcel #1 as described in Official Records Book 654, page 72 of said public records and run thence S 89°01'17" W, along the South line of said lands, being the South line of the NE 1/4 of the SW 1/4 of Section 2, a distance of 331.30 feet to the Southwest corner of Out Parcel #1 as described in Official Records Book 654, page 72 and the Point of Beginning of this description. From Point of Beginning (1) continue S 89°01'17" W, along the South line of said NE 1/4 of the SW 1/4, a distance of 476.725 feet to the Southwest corner of the NE 1/4 of the SW 1/4 of the SW 1/4 of Section 2. (2) Thence run N 1°11'12" W, along the West line of said NE 1/4 of the SW 1/4, a distance of 1327.695 feet to the Northwest corner of the NE 1/4 of the SW 1/4 of Section 2. (3) Thence run N 89°01'49" E, along the North line of said NE 1/4 of the SW 1/4, a distance of 1328.64 feet to the Northeast corner of the NE 1/4 of the SW 1/4 of Section 2. Return to the Point of Beginning and (4) run thence N 0°58'43" W, perpendicular to the South line of the NE 1/4 of the SW 1/4 of Section 2, being along call #8 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 85.60 feet to an angle point in the back of curb of the most Southerly parking area of the Palatka Mall Shopping Center. (5) Thence run N 27°45'47" E, along the back of the most Easterly curb of said parking area, and on a Northerly projection thereof, being along call #7 of Out Parcel #1, a distance of 101.41 feet to intersect with the back of curb of the most Southerly driveway around the Palatka Mall Shopping Center. (6) Thence run S 62°14'13" E, along said back of curb, being along call #6 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 58.50 feet to the P.C. of a curve, concave to the North, having a radius of 150.0 feet and a central angle of 41°26'30". (7) Thence along said curve and said back of curb, being along call #5 of Out Parcel #1, an arc distance of 108.49 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Southwest, having a radius of 40.0 feet and a central angle of 71°45'30". (8) Thence along said curve and said back of curb, being along call #4 of Out Parcel #1 as described in Official Records Book 654, page 72, an arc distance of 50.10 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Northeast, having a radius of 225.0 feet and a central angle of 23°34'00". (9) Thence along said curve, being the back of the most Southerly curb of the most Southerly entrance into the Palatka Mall Shopping Center and being along call #3 of Out Parcel #1, an arc distance of 92.55 feet to the P.T. of said curve. (10) Thence run S 55°29'13" E, along said back of curb and on a Westerly projection thereof, being along call #2 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 39.68 feet to intersect with the Westerly right-of-way of State Road #19 at a point on the arc of a curve, concave to the Southeast, having a radius of 5829.65 feet and a central angle of 11°04'. (11) Thence Northerly, along said curve and said right-of-way, an arc distance of 65.61 feet to intersect with an Easterly projection of the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center at the most Southerly corner of lands described in Official Records Book 759, page 1172 of said Public Records. (12) Thence run N 55°29'13" W, along said Easterly projection and said back of curb, being along call #4 of lands described in Official Records Book 759, page 1172, a distance of 30.75 feet to the P.C. of a curve, concave to the Northeast, having a radius of 160.0 feet and a central angle of 23°34'00". (13) Thence along said curve, being along the back of the most Northerly curb of said Southerly entrance into the Palatka Mall Shopping Center and being along call #5 of lands described in Official Records Book 759, page 1172, an arc distance of 65.81 feet to the P.T. of said curve. (14) Thence run N 31°55'13" W, along said back of curb, being along call #6 of lands described in Official Records Book 759, page 1172, a distance of 12.375 feet to the P.C. of a curve, concave to the East, having a radius of 35.0 feet and a central angle of 59°43'15". (15) Thence along said curve, being the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center and being along call #7 of lands described in Official Records Book 759, page 1172, an arc distance of 36.48 feet to the P.T. of said curve on the back the Easterly curb of the most Easterly driveway around said Palatka Mall. (16) Thence run N 27°48'02" E, along said back of curb, being along call #8 of lands described in Official Records Book 759, page 1172 and along call #3 of lands described in Official Records Book 759, page 1359 of said Public Records, a distance of 376.23 feet to the P.C. of a curve, concave to the Southeast, having a radius of 50.5 feet and a central angle of 90°07'45". (17) Thence along said curve, being the back of the most Southerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 759, page 1359, an arc distance of 79.445 feet to the P.T. of said curve. (18) Thence run S 62°04'13" E, along said back of curb and on an Easterly projection thereof, being along call #5 of lands described in Official Records Book 759, page 1359, a distance of 69.385 feet to intersect with the Westerly right-of-way of State Road #19. (19) Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 83.07 feet to the most Easterly corner of EXCEPTED lands described in Official Records Book 736, page 538 of said Public Records. (20) Thence run N 62°11'58" W, along call #3 of EXCEPTED lands, a distance of 25.0 feet. (21) Thence run S 27°48'02" W, parallel with the Westerly right-of-way of State Road #19, being along call #2 of EXCEPTED lands described in Official Records Book 736, page 538, a distance of 30.0 feet to intersect with the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center. (22) Thence run N 62°11'58" W, along said back of curb, being along call #3 of lands described in Official Records Book 736, page 538, a distance of 44.5 feet to the P.C. of a curve, concave to the Northeast, having a radius of 50.5 feet and a central angle of 90°00'. (23) Thence along said curve, being the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 736, page 538, an arc distance of 79.325 feet to the P.T. of said curve on the back of the Easterly curb of the most Easterly driveway around the Palatka Mall Shopping Center. (24) Thence run N 27°48'02" E, along the back of said Easterly curb, being along call #5 of lands described in Official Records Book 736, page 538 and along call #3 of Out Parcel #4 as described in Official Records Book 654, page 72, a distance of 321.15 feet to the P.C. of a curve, concave to the Southeast, having a radius of 75.5 feet and a central angle of 89°33'00". (25) Thence along said curve, being the back of the most Southerly curb of the Northerly entrance into the Palatka Mall Shopping Center and being along call #4 of Out Parcel #4, an arc distance of 118.0 feet to the P.T. of said curve. (26) Thence run S 62°38'58" E, along said back of curb and on an Easterly projection thereof, being along call #5 of Out Parcel #4 as described in Official Records Book 654, page 72, a distance of 45.09 feet to intersect with the Westerly right-of-way of State Road #19. Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 65.0 feet to the most Easterly corner of lands described in Official Records Book 388, page 508 of said Public Records. (28) Thence run N 62°11'58" W, along call #2 of said lands, a distance of 36.018 feet to intersect with the East line of the NE 1/4 of the SW 1/4 of Section 2. Thence run N 1°11'29" W, along said East line, a distance of 306.29 feet to the Easterly end of call (3) and to close.

NOT PART OF RECORD DESCRIPTION
CONTAINING 31.49 ACRES, MORE OR LESS
SAID LANDS SITUATED, LYING AND BEING IN PUTNAM COUNTY, FLORIDA.

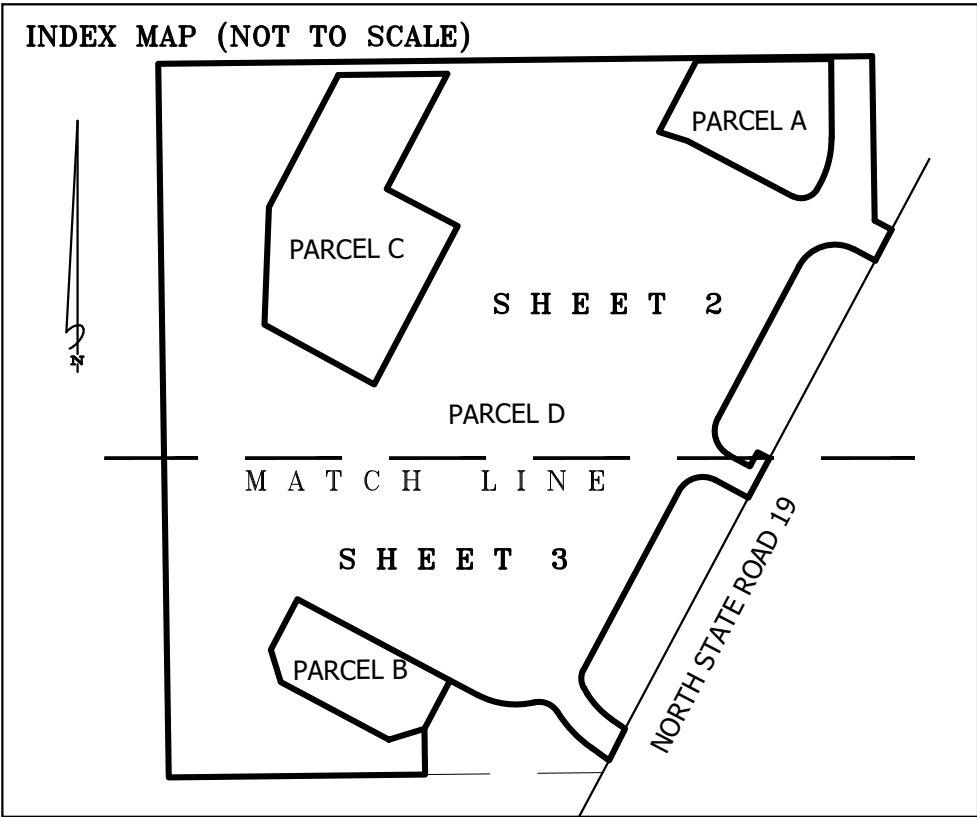
GENERAL NOTES:

- 1.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORMAT OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.
- 2.) LANDS SHOWN HEREON LIE IN FLOOD ZONE "X", FLOOD ZONE LINES SHOWN ON THIS PLAT ARE A GRAPHICAL DEPICTION SCALED & PLOTTED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 120273, PANEL NO. 12107C0193C, EFFECTIVE DATE FEBRUARY 2, 2012 AND ARE NOT FIELD LOCATED. THE FEMA MAPS ARE PERIODICALLY UPDATED SO IT IS THE OWNERS RESPONSIBILITY TO CHECK FOR THE MOST CURRENT MAPS. IF MORE DETAILED INFORMATION IS NEEDED, ADDITIONAL SERVICES ARE REQUIRED.
- 3.) THE BOUNDARY SURVEY WAS PREVIOUSLY PERFORMED BY:
RODNEY K ROGERS, FL SURVEY PSM#5274
DATED MARCH 23, 2012.
- 4.) BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF N STATE ROAD 19 AS N27°48'02"E (ASSUMED).
- 5.) ZONING INTENSIVE COMMERCIAL
MINIMUM SETBACK REQUIREMENTS:
FRONT = 25'
REAR = 15' PLUS ONE FOOT FOR EVERY FOOT OF STRUCTURE HEIGHT OVER 35'.
SIDE = NA
- 6.) ALL PURCHASERS ARE HEREIN NOTIFIED THAT THE IMPROVEMENTS IN THIS SUBDIVISION ARE PRIVATELY MAINTAINED AND THE CITY WILL NOT ACCEPT RESPONSIBILITY FOR THE MAINTENANCE OF THE IMPROVEMENTS. ALL MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
- 7.) UNLESS IT CONTAINS ALL NUMBERED SHEETS AND IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)
- 8.) TOTAL AREA = 31.45± ACRES
PARCEL A = 1.37± ACRES
PARCEL B = 1.06± ACRES
PARCEL C = 3.06± ACRES
PARCEL D = 25.96± ACRES
- 9.) 911: 400 N STATE RD 19 PALATKA 32177
- 10.) ALL DISTANCES AND BEARING SHOWN ARE MEASURED UNLESS OTHERWISE NOTED.
- 11.) OWNERS: SCHIPPERS-TAIVAH LLC
10 PIERREPONT ST
BROOKLYN NY 11201
- 12.) There are hereby created and declared the following perpetual, non-exclusive and reciprocal easements for the benefit of each parcel (collectively, the "Parcels"):
 1. An easement for surface and underground drainage over, upon, through and under the parcels utilizing the drainage pipes, outlets, ponds and other similar facilities presently located on the parcels.
 2. An easement for electrical, telephone, sewer, water and other utility purposes over, upon, through and under the parcels utilizing the conduits, cables, wires, poles, pipes and other such facilities by which such utilities are furnished from time to time to the buildings and other improvements located thereon.
 3. An easement for pedestrian and vehicular passage and intermittent, overflow parking (but not permanent or everyday parking, which is prohibited) over, across and upon the driveways, roadways, parking areas and sidewalks located on the common areas of the parcels as they may from time to time exist

LEGEND:

(ACT) = ACTUAL
(REC) = RECORD
CB: = CHORD BEARING
CD: = CHORD DISTANCE
R: = RADIUS
L: = ARC LENGTH
PRM = PERMANENT REFERENCE MONUMENT
PCP = PERMANENT CONTROL POINT
O.R. = OFFICIAL RECORD

◆ = SET 5/ 8" IRON ROD "PSM 6543" UNLESS NOTED OTHERWISE



MORTGAGEE'S APPROVAL

FIRST CITIZENS BANK & TRUST COMPANY, BY VIRTUE OF ITS INTEREST IN THE DOCUMENTS AND INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 1657, PAGE 1220, AND BOOK 1657, PAGE 1969, ALL OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED: _____ MORTGAGEE: _____

WITNESS: _____ BY: _____

WITNESS: _____ TITLE: _____

PLAT BOOK _____, PAGE _____

ADOPTION AND DEDICATION:

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION SHOWN HEREON WHICH SHALL HEREAFTER BE KNOWN AS "MY PLACE, AND THAT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS; THE ROADS RIGHTS OF WAY DESIGNATED AND DEPICTED IN THIS PLAT ARE IMPROVEMENTS WHICH ARE NOW CONSTRUCTED. TITLE TO ALL LANDS DEPICTED ON THIS PLAT, WITH THE EXCEPTION OF RIGHTS OF WAY HEREIN ABOVE DEDICATED, IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO ANY NUMBERED LOTS TO PRIVATE PURCHASERS.

BY: _____
MANAGING MEMBER _____ WITNESS TO ALL PARTIES _____

WITNESS TO ALL PARTIES _____

STATE OF FLORIDA
COUNTY OF PUTNAM

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024, BY
JAY SCHIPPERS, MANAGING MEMBER, WHO IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED A _____ AS IDENTIFICATION.

PRINT NAME _____
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA ON THIS ____ DAY OF _____, 2024, IN MAP BOOK _____, PAGE _____.

BY: _____
SUNNI KRANTZ, CITY CLERK

CERTIFICATE OF APPROVAL BY THE PALATKA CITY COMMISSION:

THIS IS TO CERTIFY THAT ON THIS ____ DAY OF _____, 2024 THE FOREGOING PLAT WAS APPROVED BY THE PALATKA CITY COMMISSION. THIS APPROVAL SHALL NOT BE DEEMED AS REQUIRING PALATKA, FLORIDA TO PROVIDE FOR CONSTRUCTION OR MAINTENANCE OF ANY PART OF SAID SUBDIVISION.

BY: _____
ROBERTA CORREA, MAYOR

PALATKA PLANNING BOARD APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO PLANNING BOARD OF PALATKA, FLORIDA AND IS APPROVED AND ACCEPTED FOR RECORD THIS ____ DAY OF _____, 2024.

BY: _____
ED KILLBREW, CHAIRMAN
PALATKA PLANNING BOARD

THIRD PARTY SURVEYORS CERTIFICATE OF REVIEW:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR FOR PUTNAM COUNTY, FLORIDA.

BY: _____ DATE: _____

PROFESSIONAL LAND SURVEYOR NUMBER: _____

SURVEYORS CERTIFICATE:

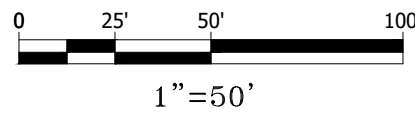
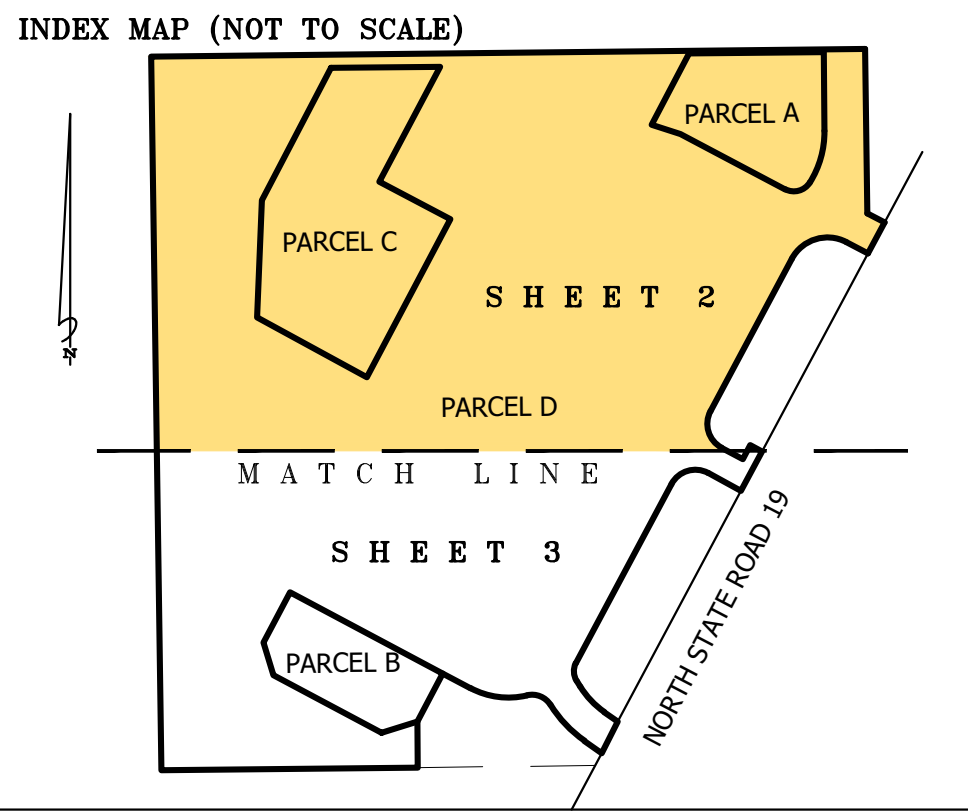
ATTESTED BELOW THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART 1
SIGNED AND SEALED THIS ____ DAY OF _____, 2024.

STEPHEN SPEAKS
FLORIDA CERTIFICATE NUMBER #6543
120 RAINTREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE (386) 546-6555
EMAIL:12SPEAKSOF@GMAIL.COM

Palatka Mall Plat

SECTION 2, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA.
CITY OF PALATKA

PLAT BOOK _____, PAGE _____



O.R. BOOK 922, PAGE 221

O.R. BOOK 1623, PAGE 1985

PALMETTO STREET
60' RIGHT OF WAY
UNIMPROVED PER CITY OF PALATKA

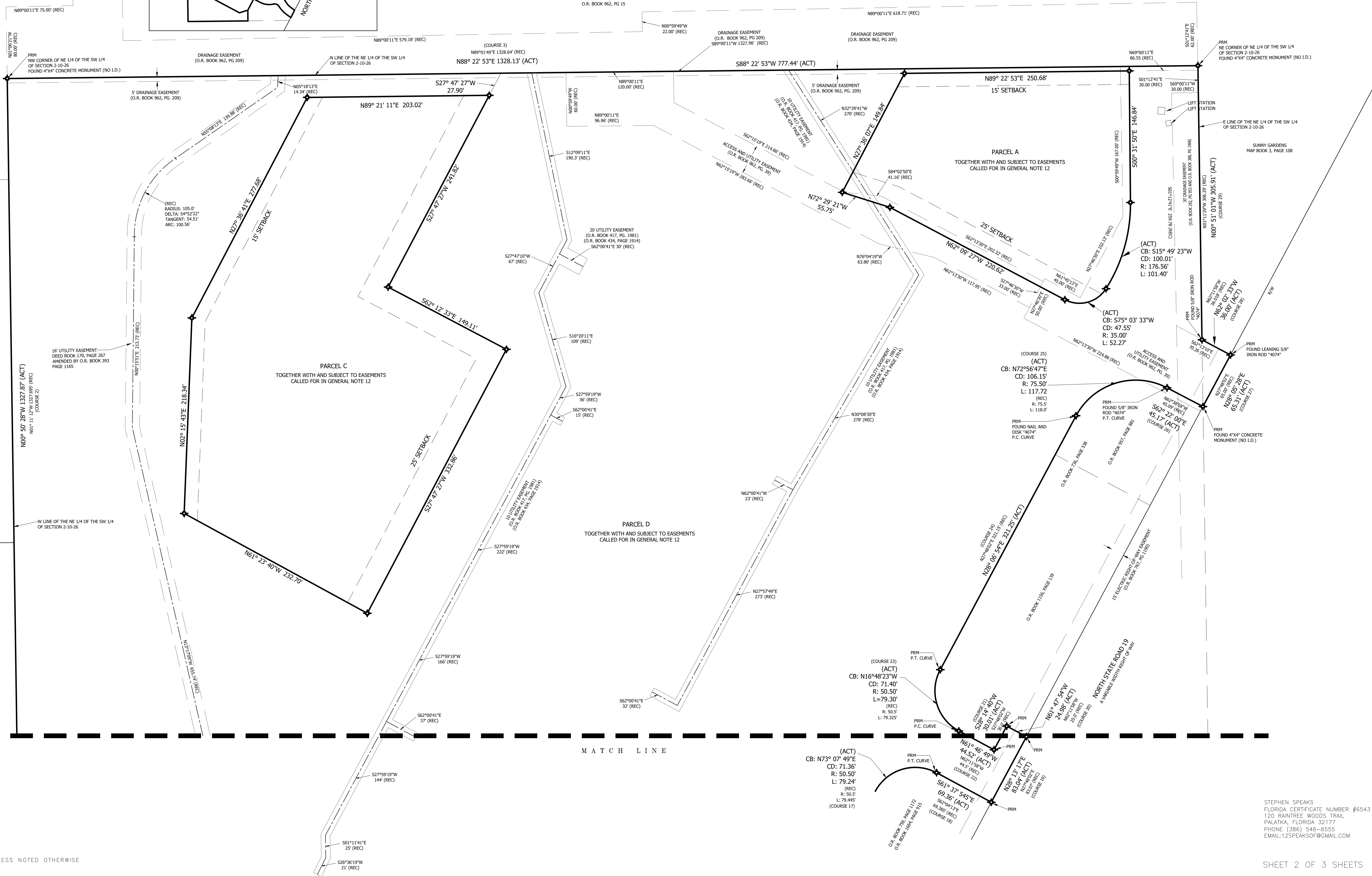
RIDGEDALE
MAP BOOK 3, PAGE 164

BLOCK 31

LEGEND:

(ACT) = ACTUAL
(REC) = RECORD
CB: = CHORD BEARING
CD: = CHORD DISTANCE
R: = RADIUS
L: = ARC LENGTH
PRM = PERMANENT REFERENCE MONUMENT
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◆ = SET 5/ 8" IRON ROD "PSM 6543" UNLESS NOTED OTHERWISE

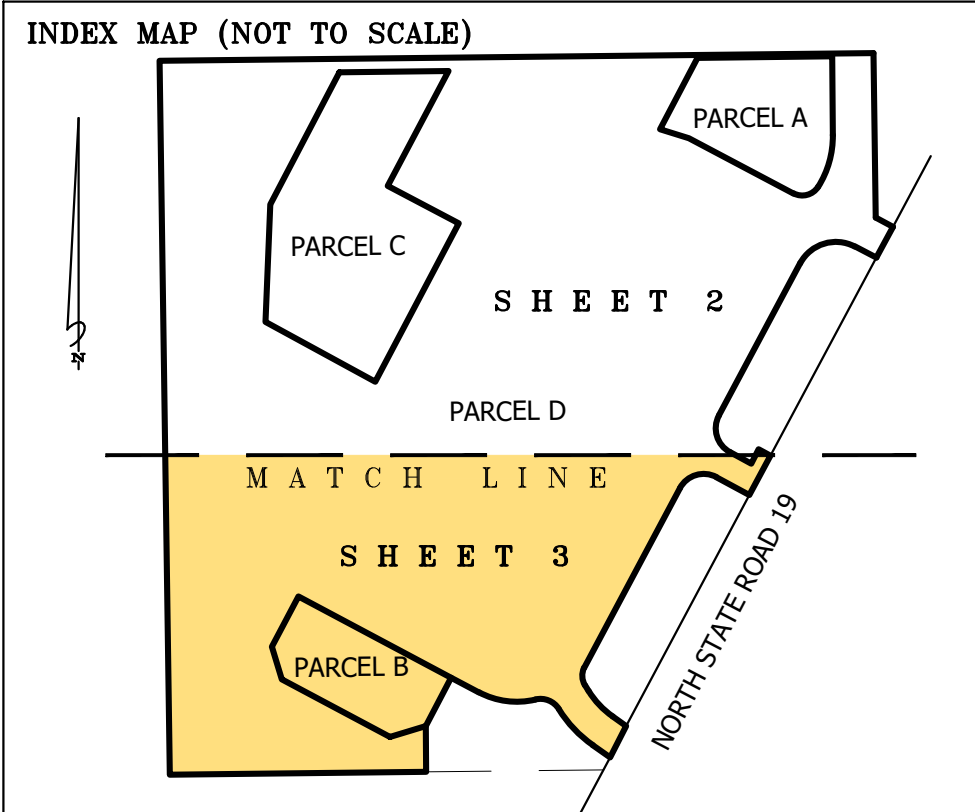


STEPHEN SPEAKS
FLORIDA CERTIFICATE NUMBER #6543
120 RAIN TREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE (386) 546-6555
EMAIL:12SPEAKSOF@GMAIL.COM

Palatka Mall Plat

SECTION 2, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA.
CITY OF PALATKA

PLAT BOOK _____, PAGE _____



0 25' 50' 100'
1"=50'

RIDGEDALE
MAP BOOK 3, PAGE 164
BLOCK 31

HUDSON STREET
A 60' RIGHT OF WAY PER PLAT

RIDGEDALE
MAP BOOK 3, PAGE 164
BLOCK 30

CADILLAC STREET
A 60' RIGHT OF WAY PER PLAT

RIDGEDALE
MAP BOOK 3, PAGE 164
BLOCK 15

MADISON STREET
A 60' RIGHT OF WAY PER PLAT

RIDGEDALE
MAP BOOK 3, PAGE 164
BLOCK 14

LOT 1

LOT 21

COLLEGE PARK
MAP BOOK 4, PAGE 147

LOT 2

LOT 20

COLLEGE PARK DRIVE
VACATED PER RESOLUTION 2016-15
O.R. BOOK 137, PAGE 1588

LOT 35

LOT 34

LEGEND:

(ACT) = ACTUAL
(REC) = RECORD
CB: = CHORD BEARING
CD: = CHORD DISTANCE
R: = RADIUS
L: = ARC LENGTH
PRM = PERMANENT REFERENCE MONUMENT
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STEPHEN SPEAKS
FLORIDA CERTIFICATE NUMBER #6543
120 RAINTREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE (386) 546-6555
EMAIL:12SPEAKSOF@GMAIL.COM

SHEET 3 OF 3 SHEETS

PREPARED BY:

David W. Roberts, Esquire
Smith Hulsey & Busey
One Independent Drive, Suite 3300
Jacksonville, Florida 32202

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this “Agreement”) is entered into as of the _____ day of _____ 2024, by and between **SCHIPPERS-TAIVAH, LLC**, a Florida limited liability company (“Schippers-Taivah”), and **SCHIPPERS-TAIVAH MEMBER, LLC**, a Florida limited liability company (“Outparcel Owner”).

RECITALS

A. Outparcel Owner is the owner of three parcels of land located in Putnam County, Florida, more particularly described in Exhibit A-1 attached hereto and depicted in Exhibit A-2 attached hereto (collectively, the “Outparcels” and each such parcel, individually, an “Outparcel”).

B. Schippers-Taivah is the owner of the real property located in Putnam County, Florida, contiguous to the Outparcels, on which real property there is located a shopping center and related improvements, including, without limitation, parking lots, driveways and similar facilities, such real property being more particularly described in Exhibit B-1 attached hereto and depicted in Exhibit B-2 attached hereto (the “Shopping Center Parcel”). The Shopping Center Parcel and the Outparcels are sometimes collectively referred to herein as the “Parcels”.

C. Patrons of the shopping center and occupants and patrons of the Outparcels will use the roadways, parking areas and utility lines and other facilities from time to time located on the Parcels.

D. Outparcel Owner and Schippers-Taivah desire to create and declare easements which will benefit the Parcels.

TERMS

For the benefit of the Outparcels and the Shopping Center Parcel, and the present and future owners, tenants and mortgagees of each, and for and in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby create certain easements and declare as follows:

1. Recitals; Exhibits. The above recitals and all exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Reciprocal Easements. There are hereby created and declared the following perpetual, non-exclusive and reciprocal easements for the benefit of each of the Outparcels and the Shopping Center Parcel (collectively, the “Easements”):

(a) An easement for surface and underground drainage over, upon, through and under the Outparcels and the Shopping Center Parcel utilizing the drainage pipes, outlets, ponds and other similar facilities presently located on the Parcels (collectively, the “Facilities”);

(b) An easement for electrical, telephone, sewer, water and other utility purposes over, upon, through and under the Outparcels and the Shopping Center Parcel utilizing the conduits, cables, wires, poles, pipes and other such facilities (collectively, the “Lines”) by which such utilities are furnished from time to time to the buildings and other improvements located thereon; and

(c) An easement for pedestrian and vehicular passage and intermittent, overflow parking (but not permanent or everyday parking, which is prohibited) over, across and upon the driveways, roadways, parking areas and sidewalks located on the common areas of the Shopping Center Parcel and each Outparcel as they may from time to time exist. The parties acknowledge and agree that each party reserves the right to close off such driveways and roadways located on such party’s Parcel for such reasonable period of time as may be legally necessary, in the opinion of such party’s legal counsel, to prevent the acquisition of prescriptive rights by any person or entity. The parties specifically acknowledge that there shall exist reasonable access from the Outparcels to the Shopping Center Parcel.

3. Easements Perpetual in Nature. Subject to Section 10 hereof, all provisions of this Agreement shall run with title to the lands that are burdened and benefited by the same, are binding upon and inure to the heirs, successors and assigns of the parties hereto and shall be perpetual in nature.

4. Use of Easements; Alterations. The Easements shall not interfere with the present or future construction or operation of any building or other improvement on any Parcel, it being intended that such Easements shall be over such Facilities, Lines, roadways, driveways and sidewalks as they may from time to time exist. The person or entity holding title to any parcel may alter or relocate any of the Easements, Facilities or Lines on the Parcel owned by it, provided that comparable easements and facilities are substituted therefor, which substituted easements and facilities shall automatically become subject to this Agreement. Any alteration, relocation or substitution (a) shall not impair the use, value or operation of any of the improvements on any portion of any Parcel (except during the period of such alteration, relocation or substitution and provided that comparable, alternative facilities and/or lines are provided during the construction periods); (b) shall be accomplished at the expense of the party making the alteration, relocation or substitution; and (c) shall not be initiated except upon at least 30 days’ prior written notice to the other party(ies). Outparcel Owner agrees that any improvements constructed by it on any of the Outparcels shall maintain the parking ratios required by the present leases of tenants in the Shopping Center Parcel and that the use of, or business conducted on, any Outparcel shall not violate any restriction or limitation applicable to such Outparcel under any lease existing on the

date hereof for premises in the Shopping Center Parcel. All utilities and services provided to the Shopping Center Parcel and to each Outparcel shall be separately metered.

5. Maintenance and Repairs. The cost of performing all maintenance and repairs to the driveways, roadways, sidewalks, Facilities and Lines located on any Parcel shall be borne by the owner of that Parcel, unless the need for repairs and/or replacements was caused by the owner of another Parcel, or its employees, licensees, customers, visitors, invitees or tenants (in which case such repairs or replacements shall be made at the expense of the other owner). Any improvements that are damaged or destroyed during or as a result of any maintenance, repair, alteration or relocation shall be restored to their condition immediately prior to such damage or destruction (except in the case of relocation, substantial alteration or substitution, in which event the original site of the improvement shall be improved to a condition suitable to and of equal quality to the immediate area surrounding such original site). The owner(s) responsible for the cost of performing the maintenance, repair or alteration shall indemnify and save the other owner(s) harmless from damages to persons or property arising from the performance of such maintenance, repair or alteration.

6. Construction of Improvements.

(a) The party desiring to connect to the existing Facilities (the “Constructing Party”) located on or under the other party’s (the “Other Party”) parcel agrees to obtain, at its sole expense, any and all permits necessary and required for the Constructing Party to connect to such Facilities. If required by the applicable governmental authority, the Other Party agrees to execute the documentation required in connection with such permits by such governmental authority as the owner of the Parcel; provided, however, that the Other Party shall incur no expense or liability as a result of executing any such documentation. If the permits obtained by the Constructing Party require any modification of the existing Facility, the Constructing Party shall be solely responsible for the expense of the modifications of the Facility, which modifications, if any, shall be done in a manner satisfactory to the Other Party in its sole discretion. The Constructing Party agrees that in the event of any damage to any portion of the existing Facility as a result of the use of, or connection to, the existing Facility by the Constructing Party, the Constructing Party shall be responsible for any and all damages sustained by the Other Party and/or the existing Facility.

(b) If, in order for the Constructing Party to utilize and connect to the existing Facility as provided hereinabove, the Constructing Party is required to construct any improvements upon or under the Other Party’s parcel, whether in the form of a connection line or lines or otherwise, such construction shall be subject to and performed strictly in accordance with the following provisions:

(i) Prior to exercising the rights granted hereinabove, the Constructing Party shall provide to the Other Party, for the Other Party’s review and written approval, which approval shall not be unreasonably withheld, all plans and specifications for the contemplated construction or installation on the Other Party’s parcel, together with a proposed timetable for completion of construction and installation. No such work shall be undertaken unless the plans therefor are approved in writing by the Other Party. It shall be the Constructing Party’s sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its use and

connection to the existing Facility pursuant to this Agreement, and the Other Party's approval or disapproval of any plans and specifications presented to it for review hereunder shall not be construed as the Other Party's representation or opinion as to the proposed work's compliance with applicable laws, ordinances, rules and regulations.

(ii) The point of connection with the existing Facility shall be designed to minimize the disruption of traffic and parking on the Other Party's parcel during the construction process.

(iii) All connection improvements to be constructed or installed by the Constructing Party shall be located below the surface of the Other Party's parcel and the Constructing Party's parcel (except for any manholes or clean-out valves which shall be constructed level with the surface), at sufficient depths so as to not interfere with present, planned or future improvements which are to be located by the Other Party within, over or on the Other Party's parcel.

(iv) Construction and installation by the Constructing Party, once commenced, shall proceed continuously and diligently until completion, and such construction and installation shall be carried on in such a fashion so as to not materially interfere with the use and maintenance of the Other Party's parcel, or the improvements located thereon, including, without limitation, the existing Facility. During such construction and installation, the Constructing Party shall cause the area of construction, the remainder of the Other Party's parcel and any adjoining land to be kept clean and free of trash and debris resulting from such construction. Following such construction and installation by the Constructing Party, the area of construction and any improvements thereon, as well as the remainder of the Other Party's parcel and any adjoining land shall be returned by the Constructing Party, at its sole cost and expense, to the condition existing prior to said construction work. If the Constructing Party fails to return the area of construction and any improvements thereon, and the remainder of the Other Party's parcel and the adjoining lands, to their original condition, as aforesaid, the Other Party shall have the right to do so at the Constructing Party's expense, whereupon the Constructing Party shall immediately reimburse the Other Party for all monies reasonably expended to do so. Nothing herein shall serve as authorization for the Constructing Party to utilize or traverse any portion of the Other Party's parcel other than the portion of the Other Party's parcel shown on the plans and specifications approved in writing by the Other Party as provided hereinabove, and as to such portion of the Other Party's parcel such use thereof may be made only as permitted in this Agreement.

(v) The Constructing Party hereby agrees to indemnify and hold the Other Party harmless from any and all losses, claims, damages, expenses, liabilities, causes of action, judgments, expenses, litigation expenses (including attorneys' fees incurred at all trial and appellate levels) and other damages incurred in any fashion by the Other Party as a result of the construction activities of the Constructing Party as provided for herein or with respect to the Constructing Party's use or connection to any existing Facility.

(vi) The Constructing Party shall furnish to the Other Party upon request a true and correct copy of a full and complete waiver of lien in accordance with the provisions of the Florida Construction Lien Law, as the same may be amended and/or supplemented from time

to time, from any contractor or materialman providing contracting services, labor or supplies with respect to the construction on the Other Party's parcel.

(vii) Prior to the Constructing Party commencing any construction activities as provided herein on the Other Party's parcel, the Constructing Party shall obtain, or require its contractor to obtain, and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:¹

- (A) Worker's compensation – statutory limits;
- (B) Employer's liability – \$100,000; and
- (C) Comprehensive general and comprehensive auto liability as follows:
 - 1. Bodily Injury – \$2,000,000 per occurrence;
 - 2. Property Damage – \$2,000,000 per occurrence;
 - 3. Independent contractor's liability or owner's protective liability – same coverage as set forth in 1. and 2. above;
 - 4. Products/completed operations coverage, which shall be kept in effect for two years after completion of work;
 - 5. "XCU" Hazard Endorsement, if applicable;
 - 6. Broad Form Property Damage endorsement;
 - 7. "Personal Injury" endorsements; and
 - 8. "Blanket Contractual Liability" endorsement.

The Other Party shall be named as an additional insured and loss payee with respect to such insurance and such insurance shall provide that the same shall not be canceled without at least 30 days' prior written notice to the Other Party. Such insurance shall be issued by a financially responsible insurance company or companies licensed to do business in Florida. If such insurance is canceled or expires, then the Constructing Party shall immediately stop all work on or use of the Other Party's parcel until either the required insurance is reinstated or replacement insurance obtained. Upon request, the Constructing Party shall furnish to the Other Party evidence that the insurance required by this Section is in full force and effect.

(c) In the event that the Constructing Party constructs or installs the connection line(s) or other connection with any of the existing Facilities as provided hereinabove, and such connection(s) requires any maintenance or repair work, whether such work is to be performed on

¹ Please confirm required insurance. List is taken from existing reciprocal easement agreement from 1998.

the Other Party's parcel or otherwise, such maintenance and repairs shall be performed strictly in accordance with the following provisions:

(i) Prior to performing any such maintenance or repairs, the Constructing Party shall provide to the Other Party, for the Other Party's review and written approval which approval shall not be unreasonably withheld, all plans and specifications for the contemplated repairs or maintenance. No such work shall be undertaken unless the plans therefor are approved in writing by the Other Party. Notwithstanding the foregoing, the Constructing Party shall be entitled to perform emergency repairs without the prior approval of the Other Party in the event that such repairs must be performed on an emergency basis to avoid injury to persons or property. It shall be the Constructing Party's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its maintenance and repairs of any connection to the existing Facilities pursuant to this Agreement, and the Other Party's approval or disapproval of any plans and specifications presented to it for review hereunder shall not be construed as the Other Party's representation or opinion as to the proposed work's compliance with applicable laws, ordinances, rules and regulations.

(ii) Prior to performing any such maintenance or repairs, the Constructing Party shall comply with all terms and provisions of this Agreement, including, without limitation, the terms and provisions of Section 6(b) above.

(iii) The Constructing Party shall at all times bear the cost of the repair and maintenance of any portion of the existing Facilities located on the Other Party's parcel that has been constructed by Constructing Party in order to connect to the existing Facilities owned by the Other Party, including, without limitation, the cost of the repair and maintenance of any connection lines between the Constructing Party's parcel and the existing Facility.

7. Indemnification.

(a) Outparcel Owner and its directors, managers, officers, employees, owners, representatives, contractors, subcontractors, successors and permitted assigns (collectively, the "Outparcel Owner Indemnifying Parties") shall hold harmless, indemnify, and defend Schippers-Taivah and its directors, managers, officers, employees, owners and representatives (collectively, the "S-T Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (collectively, "Adverse Consequences"), which may be incurred by, charged to or recovered from any of the S-T Indemnified Parties for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of any of the Outparcel Owner Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Outparcel Owner Indemnifying Parties' use of the Easements, operations, services or work performed in or around any Parcel.

(b) Schippers-Taivah and its directors, managers, officers, employees, owners, representatives, contractors, subcontractors, successors and permitted assigns (collectively, the "S-T Indemnifying Parties") shall hold harmless, indemnify, and defend Outparcel Owner and its directors, managers, officers, employees, owners and representatives (collectively, the "Newco

Indemnified Parties”) from and against, without limitation, any and all Adverse Consequences which may be incurred by, charged to or recovered from any of the Newco Indemnified Parties for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of any of the S-T Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the S-T Indemnifying Parties’ use of the Easements, operations, services or work performed in or around any Parcel.

8. Eminent Domain. To the extent that all or any portion of the Parcels and/or Easements are taken under the right of eminent domain, the obligations set forth in this Agreement shall cease with respect thereto. All remaining portions of the Parcels and Easements shall remain subject to this Agreement.

9. Default; Attorneys’ Fees and Costs. In the event of any default under this Agreement, the party not in default shall be entitled to any and all remedies available at law or in equity. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, including attorneys’ fees and costs incurred in litigating the entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of recoverable attorneys’ fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

10. Binding Effect. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and, except as hereinafter set forth, shall be appurtenant to and binding upon the Parcels and shall run with title to the land. All obligations of Schippers-Taivah and Outparcel Owner hereunder shall be binding upon their respective successors in title and assigns; provided, however, that the covenants and obligations herein are only personal to and enforceable against the parties or successors in title, as the case may be, owning title to the respective Parcels at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach, disagreement or claim arising under this Agreement accruing after the date of such conveyance.

11. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The terms and provisions of this Agreement may be modified, waived or amended only pursuant to an instrument in writing signed by the then-owners of all of the Parcels.

12. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13. Waiver. Any party to this Agreement may, by written notice to the other party(ies) hereto, waive any provision of this Agreement from which such party is entitled to receive a benefit. The waiver by any party hereto of a breach by another party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such other party of such provision or any other provision of this Agreement.

14. Notice. All notices and other communications hereunder shall be in writing and shall be effective and valid only if in writing, signed by the party giving such notice or other communication, and delivered by hand or sent by a nationally recognized overnight courier or certified mail (postage prepaid and return receipt requested), addressed as follows:

If to Schippers-Taivah: Schippers-Taivah, LLC
10 Pierrepont Street
Brooklyn, New York 11201
Attention: Jay Schippers

If to Outparcel Owner: Schippers-Taivah Member, LLC
10 Pierrepont Street
Brooklyn, New York 11201
Attention: Jay Schippers

or to such other address as the party to whom notice is to be given shall have furnished to the other party in writing in accordance herewith. All notices or other communications sent in accordance with this Section shall be deemed given when received or upon refusal to accept delivery.

15. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the internal laws of the State of Florida, without regard to conflict-of-laws principles that would require the application of any other jurisdiction's laws.

16. Interpretation. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) shall not limit any provision of this Agreement. The section, paragraph and exhibit headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to sections, paragraphs, clauses or exhibits shall refer to those portions of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular section, paragraph or clause of, or exhibit to, this Agreement.

17. Force Majeure. Whenever a period of time is provided for in this Agreement for either party to do or perform any act or thing, such party shall not be responsible for any delay due to acts of God or other causes beyond the reasonable control of such party, and in such event the time period shall be extended for the amount of time such party is so delayed.

18. Relationship of the Parties. This Agreement is not intended, nor shall it be construed, to create any joint venture or partnership between the parties, and neither party shall be deemed to be an agent of the other for any purpose.

19. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as specifically provided herein, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

[Continued on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth in the acknowledgments below, to be effective as of the date first written above.

WITNESSES:

Name: _____

Address: _____

Name: _____

Address: _____

SCHIPPERS-TAIVAH:

SCHIPPERS-TAIVAH, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2024, by _____, as _____ of Schippers-Taivah, LLC, a Florida limited liability company, on behalf of such company, who (*check one*) ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

Notary Public, State of _____

Printed Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES:

Name: _____

Address: _____

Name: _____

Address: _____

OUTPARCEL OWNER:

SCHIPPERS-TAIVAH MEMBER, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____ 2024, by
_____, as _____ of
Schippers-Taivah Member, LLC, a Florida limited liability company, on behalf of such company,
who (*check one*) ☐ is personally known to me or ☐ has produced a valid driver's license as
identification.

[Notary Seal]

Notary Public, State of _____

Printed Name: _____

Commission No. _____

My Commission Expires: _____

EXHIBIT A-1

DESCRIPTION OF OUTPARCELS

Outparcel 1

[To be inserted.]

Parcel Identification No. [●]

Outparcel 2

[To be inserted.]

Parcel Identification No. [●]

Outparcel 3

[To be inserted.]

Parcel Identification No. [●]

EXHIBIT A-2

DEPICTION OF OUTPARCELS

[To be inserted.]

EXHIBIT B-1

DESCRIPTION OF SHOPPING CENTER PARCEL

[A tract of land situated in the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East and in SUNNY GARDENS, a subdivision of part of the N 1/2 of the NW 1/4 of the SE 1/4 of Section 2, recorded in Map Book 3, page 108 of the Public Records of Putnam County, Florida, being lands described in Official Records Book 388, page 508 and part of lands described in Official Records Book 381, page 367 of said Public Records and being more particularly described as follows:

Commencing at the intersection of the South line of the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East with the Westerly right-of-way of State Road #19, said point being 520.72 feet Westerly, as measured along said South line, from the Southeast corner of the NE 1/4 of the SW 1/4 of Section 2, at the Southeasterly corner of Out Parcel #1 as described in Official Records Book 654, page 72 of said public records and run thence S 89°01'17"W, along the South line of said lands, being the South line of the NE 1/4 of the SW 1/4 of Section 2, a distance of 331.30 feet to the Southwest corner of Out Parcel #1 as described in Official Records Book 654, page 72 and the Point of Beginning of this description. From Point of Beginning (1) continue S 89°01'17" W, along the South line of said NE 1/4 of the SW 1/4, a distance of 476.725 feet to the Southwest corner of the NE 1/4 of the SW 1/4 of Section 2. (2) Thence run N 1°11'12" W, along the West line of said NE 1/4 of the SW 1/4, a distance of 1327.695 feet to the Northwest corner of the NE 1/4 of the SW 1/4 of Section 2. (3) Thence run N 89°01'49" E, along the North line of said NE 1/4 of the SW 1/4, a distance of 1328.64 feet to the Northeast corner of the NE 1/4 of the SW 1/4 of Section 2. Return to the Point of Beginning and (4) run thence N 0°58'43" W, perpendicular to the South line of the NE 1/4 of the SW 1/4 of Section 2, being along call #8 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 85.60 feet to an angle point in the back of curb of the most Southerly parking area of the Palatka Mall Shopping Center. (5) Thence run N 27°45'47" E, along the back of the most Easterly curb of said parking area, and on a Northerly projection thereof, being along call #7 of Out Parcel #1, a distance of 101.41 feet to intersect with the back of curb of the most Southerly driveway around the Palatka Mall Shopping Center. (6) Thence run S 62°14'13" E, along said back of curb, being along call #6 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 58.50 feet to the P.C. of a curve, concave to the North, having a radius of 150.0 feet and a central angle of 41°26'30". (7) Thence along said curve and said back of curb, being along call #5 of Out Parcel #1, an arc distance of 108.49 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Southwest, having a radius of 40.0 feet and a central angle of 71°45'30". (8) Thence along said curve and said back of curb, being along call #4 of Out Parcel #1 as described in Official Records Book 654, page 72, an arc distance of 50.10 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Northeast, having a radius of 225.0 feet and a central angle of 23°34'00". (9) Thence along said curve, being the back of the most Southerly curb of the most Southerly entrance into the Palatka Mall Shopping Center and being along call #3 of Out Parcel #1, an arc distance of 92.55 feet to the P.T. of said curve. (10) Thence run S 55°29'13" E, along said back of curb and on a Westerly projection thereof, being along call #2 of Out Parcel #1 as described in Official Records Book

654, page 72, a distance of 39.68 feet to intersect with the Westerly right-of-way of State Road #19 at a point on the arc of a curve, concave to the Southeast, having a radius of 5829.65 feet and a central angle of 11°04'. (11) Thence Northerly, along said curve and said right-of-way, an arc distance of 65.61 feet to intersect with an Easterly projection of the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center at the most Southerly corner of lands described in Official Records Book 759, page 1172 of said Public Records. (12) Thence run N 55°29'13" W, along said Easterly projection and said back of curb, being along call #4 of lands described in Official Records Book 759, page 1172, a distance of 30.75 feet to the P.C. of a curve, concave to the Northeast, having a radius of 160.0 feet and a central angle of 23°34'00". (13) Thence along said curve, being along the back of the most Northerly curb of said Southerly entrance into the Palatka Mall Shopping Center and being along call #5 of lands described in Official Records Book 759, page 1172, an arc distance of 65.81 feet to the P.T. of said curve. (14) Thence run N 31°55'13" W, along said back of curb, being along call #6 of lands described in Official Records Book 759, page 1172, a distance of 12.375 feet to the P.C. of a curve, concave to the East, having a radius of 35.0 feet and a central angle of 59°43'15". (15) Thence along said curve, being the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center and being along call #7 of lands described in Official Records Book 759, page 1172, an arc distance of 36.48 feet to the P.T. of said curve on the back the Easterly curb of the most Easterly driveway around said Palatka Mall. (16) Thence run N 27°48'02" E, along said back of curb, being along call #8 of lands described in Official Records Book 759, page 1172 and along call #3 of lands described in Official Records 759, page 1359 of said Public Records, a distance of 376.23 feet to the P.C. of a curve, concave to the Southeast, having a radius of 50.5 feet and a central angle of 90°07'45". (17) Thence along said curve, being the back of the most Southerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 759, page 1359, an arc distance of 79.445 feet to the P.T. of said curve. (18) Thence run S 62°04'13" E, along said back of curb and on an Easterly projection thereof, being along call #5 of lands described in Official Records Book 759, page 1359, a distance of 69.385 feet to intersect with the Westerly right-of-way of State Road #19. (19) Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 83.07 feet to the most Easterly corner of EXCEPTED lands described in Official Records Book 736, page 538 of said Public Records. (20) Thence run N 62°11'58" W, along call #3 of EXCEPTED lands, a distance of 25.0 feet. (21) Thence run S 27°48'02" W, parallel with the Westerly right-of-way of State Road #19, being along call #2 of EXCEPTED lands described in Official Records Book 736, page 538, a distance of 30.0 feet to intersect with the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center. (22) Thence run N 62°11'58" W, along said back of curb, being along call #3 of lands described in Official Records Book 736, page 538, a distance of 44.5 feet to the P.C. of a curve, concave to the Northeast, having a radius of 50.5 feet and a central angle of 90°00'. (23) Thence along said curve, being the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 736, page 538, an arc distance of 79.325 feet to the P.T. of said curve on the back of the Easterly curb of the most Easterly driveway around the Palatka Mall Shopping Center. (24) Thence run N 27°48'02" E, along the back of said Easterly curb, being along call #5 of lands described in Official Records Book 736, page 538 and along call #3 of Out Parcel #4 as described in Official Records Book 654, page 72, a

distance of 321.15 feet to the P.C. of a curve, concave to the Southeast, having a radius of 75.5 feet and a central angle of 89°33'00". (25) Thence along said curve, being the back of the most Southerly curb of the Northerly entrance into the Palatka Mall Shopping Center and being along call #4 of Out Parcel #4, an arc distance of 118.0 feet to the P.T. of said curve. (26) Thence run S 62°38'58" E, along said back of curb and on an Easterly projection thereof, being along call #5 of Out Parcel #4 as described in Official Records Book 654, page 72, a distance of 45.09 feet to intersect with the Westerly right-of-way of State Road #19. (27) Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 65.0 feet to the most Easterly corner of lands described in Official Records Book 388, page 508 of said Public Records. (28) Thence run N 62°11'58"W, along call #2 of said lands, a distance of 36.018 feet to intersect with the East line of the NE 1/4 of the SW 1/4 of Section 2. (29) Thence run N 1°11'29" W, along said East line, a distance of 306.29 feet to the Easterly end of call (3) and to close.]²

Parcel Identification No. 02-10-26-0000-1260-0000

² To be updated.

EXHIBIT B-2

DEPICTION OF SHOPPING CENTER PARCEL

[To be inserted.]

SMITH HULSEY & BUSEY

BRYAN L. PUTNAL
DIRECT 904.359.7754
BPUTNAL@SMITHHULSEY.COM

April 25, 2024

Schippers-Taivah, LLC
10 Pierrepont Street
Brooklyn, New York 11201
Attention: Jay Schippers

Re: Opinion of Title – Schippers-Taivah, LLC / Palatka Mall

Dear Jay:

I have examined the attached Title Commitment No. 11598169 and Title Information Bringdown (collectively, the “Title Commitment”), issued by Chicago Title Insurance Company (“Chicago Title”) with respect to the real property described therein (the “Property”). The Title Commitment is based on Chicago Title’s search of the Putnam County, Florida, public records through 5:00 p.m. on April 11, 2024.

Based solely upon the Title Commitment, it is my opinion that title to the Property is vested in **Schippers-Taivah, LLC**, a Florida limited liability company, subject to the matters set forth in the Title Commitment.

The undersigned has not independently examined title to the Property, nor have I been asked to do so. In no event shall the undersigned be responsible for any inaccuracy or misstatement on the part of Chicago Title in connection with the Title Commitment or the subject matter thereof. No party other than the addressee hereof and the City of Palatka, Florida, may rely upon or quote from this opinion for any purpose whatsoever.

Respectfully yours,



Bryan L. Putnal

Encl.

ATTORNEYS
ONE INDEPENDENT DRIVE, SUITE 3300 • P.O. BOX 53315 • JACKSONVILLE, FL 32201-3315
OFFICE 904.359.7700 • FAX 904.359.7708

4890-6570-0009



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Smith, Hulsey & Busey, P.A.
Issuing Office: One Independent Drive, Suite 3300,
Jacksonville, FL 32202
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 11598169
Issuing Office File Number:
Property Address: 400 North State Road 19
Palatka, FL 32177
Revision Number:

SCHEDULE A

1. Commitment Date: 04/11/2024 at: 5:00 PM

2. Policy to be issued:

A. 2021 ALTA Owner's Policy with Florida Modifications

Proposed Insured: Purchaser with contractual rights under purchase agreement with the vested owner identified in Item 4 below.

Proposed Amount of Insurance: \$1,000.00

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Fee Simple

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

Schippers-Taivah, LLC, a Florida limited liability company and, as disclosed in the Public Records, has been since February 25, 2022.

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned

By:

Authorized Officer or Agent

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ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from Schippers-Taivah, LLC, a Florida limited liability company, Grantor, to Purchaser with contractual rights under purchase agreement with the vested owner identified in Item 4 below., Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to Schippers-Taivah, LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Putnam County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Putnam County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

SCHEDULE B, PART I Requirements

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Satisfaction and release of that certain Mortgage executed by Schippers-Taivah, LLC, a Florida limited liability company, Mortgagor, in favor of First Citizens Bank & Trust Company, Mortgagee, dated February 24, 2022, in the original principal amount of \$6,375,000.00, recorded February 25, 2022, in Official Records Book 1657, Page 1220.

Note: The original promissory note secured by the above described mortgage must be produced and cancelled and if this is an equity line mortgage, in addition to satisfying the mortgage, the equity line must be closed and terminated prior to closing.

8. Satisfaction and release of that certain Mortgage executed by Schippers-Taivah, LLC, a Florida limited liability company, Mortgagor, in favor of First Citizens Bank & Trust Company, Mortgagee, dated February 25, 2022, in the original principal amount of \$400,000.00, recorded March 1, 2022, in Official Records Book 1657, Page 1969.

Note: The original promissory note secured by the above described mortgage must be produced and cancelled and if this is an equity line mortgage, in addition to satisfying the mortgage, the equity line must be closed and terminated prior to closing.

9. Satisfaction and release of that certain Construction Lien recorded February 2, 2024 in Official Records Book 1743, page 76.
10. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2023 in the gross amount of \$222,106.71 under Tax Folio Number: 02-10-26-0000-1260-0000.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Starting January 1, 2024, section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:

NOTE: 2021 Real Property Taxes in the gross amount of \$134,225.67 are Paid, under Tax I.D. No. 02-10-26-0000-1260-0000.

- A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
 5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
 6. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
 7. Easement to American Telephone and Telegraph Company recorded in Deed Book 170, Page 267, and recorded in Official Records Book 393, Page 1165.
 8. Drainage Easement to Putnam Company recorded in Official Records Book 292, Page 953, and Amendment to Drainage Easement recorded in Official Records Book 388, Page 1964.
 9. Terms, conditions, and provisions of Agreement, recorded in Official Records Book 387, Page 1892.
 10. Easement to Florida Power and Light Company recorded in Official Records Book 417, Page 1981.

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SCHEDULE B, PART II Exceptions

11. Easement to Florida Power and Light Company recorded in Official Records Book 434, Page 1914.
12. Reciprocal Easement Agreement recorded in Official Records Book 452, Page 644.
13. Distribution Right-of-Way Easement to Clay Electric Cooperative recorded in Official Records Book 526, Page 1369.
14. Reciprocal Easement Agreement recorded in Official Records Book 759, Page 1175.
15. Right-of-Way Easement to City Electric Cooperative, Inc. recorded in Official Records Book 767, Page 1190.
16. Access and Utility Easement Agreement recorded in Official Records Book 962, Page 39.
17. Lift Station Easement Agreement recorded in Official Records Book 962, Page 64.
18. Temporary Construction Easement Agreement recorded in Official Records Book 962, Page 99.
19. Non-Exclusive Drainage Easement Agreement recorded in Official Records Book 962, Page 209.
20. Terms and Conditions and Restrictions shown in the Declaration of Restrictive Covenants by and between Lowe's Home Centers, Inc., and Palatka Mall, LLC recorded in Official Records Book 962, Page 228.
21. Lease Agreement by and between Palatka Mall, LLC, Lessor, and Ollie's Bargain Outlet, Inc., Lessee, dated November 1, 2016, as mentioned by that certain Subordination, Non-Disturbance and Attornment Agreement recorded January 4, 2017, in Official Records Book 1461, Page 750.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Putnam County, Florida, unless otherwise noted.

SCHEDULE B, PART II Exceptions

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 6420 Southpoint Parkway, Jacksonville, FL 32216; Telephone 904-633-9494.

Searched By: Susan Masdea

EXHIBIT "A"**PARCEL 1:**

A tract of land situated in the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East and in SUNNY GARDENS, a subdivision of part of the N 1/2 of the NW 1/4 of the SE 1/4 of Section 2, recorded in Map Book 3, page 108 of the Public Records of Putnam County, Florida, being lands described in Official Records Book 388, page 508 and part of lands described in Official Records Book 381, page 367 of said Public Records and being more particularly described as follows:

Commencing at the intersection of the South line of the NE 1/4 of the SW 1/4 of Section 2, Township 10 South, Range 26 East with the Westerly right-of-way of State Road #19, said point being 520.72 feet Westerly, as measured along said South line, from the Southeast corner of the NE 1/4 of the SW 1/4 of Section 2, at the Southeasterly corner of Out Parcel #1 as described in Official Records Book 654, page 72 of said public records and run thence S 89°01'17"W, along the South line of said lands, being the South line of the NE 1/4 of the SW 1/4 of Section 2, a distance of 331.30 feet to the Southwest corner of Out Parcel #1 as described in Official Records Book 654, page 72 and the Point of Beginning of this description. From Point of Beginning (1) continue S 89°01'17" W, along the South line of said NE 1/4 of the SW 1/4, a distance of 476.725 feet to the Southwest corner of the NE 1/4 of the SW 1/4 of Section 2. (2) Thence run N 1°11'12" W, along the West line of said NE 1/4 of the SW 1/4, a distance of 1327.695 feet to the Northwest corner of the NE 1/4 of the SW 1/4 of Section 2. (3) Thence run N 89°01'49" E, along the North line of said NE 1/4 of the SW 1/4, a distance of 1328.64 feet to the Northeast corner of the NE 1/4 of the SW 1/4 of Section 2. Return to the Point of Beginning and (4) run thence N 0°58'43" W, perpendicular to the South line of the NE 1/4 of the SW 1/4 of Section 2, being along call #8 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 85.60 feet to an angle point in the back of curb of the most Southerly parking area of the Palatka Mall Shopping Center. (5) Thence run N 27°45'47" E, along the back of the most Easterly curb of said parking area, and on a Northerly projection thereof, being along call #7 of Out Parcel #1, a distance of 101.41 feet to intersect with the back of curb of the most Southerly driveway around the Palatka Mall Shopping Center. (6) Thence run S 62°14'13" E, along said back of curb, being along call #6 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 58.50 feet to the P.C. of a curve, concave to the North, having a radius of 150.0 feet and a central angle of 41°26'30". (7) Thence along said curve and said back of curb, being along call #5 of Out Parcel #1, an arc distance of 108.49 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Southwest, having a radius of 40.0 feet and a central angle of 71°45'30". (8) Thence along said curve and said back of curb, being along call #4 of Out Parcel #1 as described in Official Records Book 654, page 72, an arc distance of 50.10 feet to the P.T. of said curve, being the P.C. of a curve, concave to the Northeast, having a radius of 225.0 feet and a central angle of 23°34'00". (9) Thence along said curve, being the back of the most Southerly curb of the most Southerly entrance into the Palatka Mall Shopping Center and being along call #3 of Out Parcel #1, an arc distance of 92.55 feet to the P.T. of said curve. (10) Thence run S 55°29'13" E, along said back of curb and on a Westerly projection thereof, being along call #2 of Out Parcel #1 as described in Official Records Book 654, page 72, a distance of 39.68 feet to intersect with the Westerly right-of-way of State Road #19 at a point on the arc of a curve, concave to the Southeast, having a radius of 5829.65 feet and a central angle of 11°04'. (11) Thence Northerly, along said curve and said right-of-way, an arc distance of 65.61 feet to intersect with an Easterly projection of the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center at the most Southerly corner of lands described in Official Records Book 759, page 1172 of said Public Records. (12) Thence run N 55°29'13" W, along said Easterly projection and said back of curb, being along call #4 of lands described in Official Records Book 759, page 1172, a distance of 30.75 feet to the P.C. of a curve, concave to the Northeast, having a radius of 160.0 feet and a central angle of 23°34'00". (13) Thence along said curve, being along the back of the most Northerly curb of said Southerly entrance into the Palatka Mall Shopping Center and being along call #5 of lands described in Official Records Book 759, page 1172, an arc distance of 65.81 feet to the P.T. of said curve. (14) Thence run N 31°55'13" W, along said back of curb, being along call #6 of lands described in Official Records Book 759, page 1172, a distance of 12.375 feet to the P.C. of a curve, concave to the East, having a radius of

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Exhibit "A"

35.0 feet and a central angle of 59°43'15". (15) Thence along said curve, being the back of the most Northerly curb of the Southerly entrance into the Palatka Mall Shopping Center and being along call #7 of lands described in Official Records Book 759, page 1172, an arc distance of 36.48 feet to the P.T. of said curve on the back the Easterly curb of the most Easterly driveway around said Palatka Mall. (16) Thence run N 27°48'02" E, along said back of curb, being along call #8 of lands described in Official Records Book 759, page 1172 and along call #3 of lands described in Official Records 759, page 1359 of said Public Records, a distance of 376.23 feet to the P.C. of a curve, concave to the Southeast, having a radius of 50.5 feet and a central angle of 90°07'45". (17) Thence along said curve, being the back of the most Southerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 759, page 1359, an arc distance of 79.445 feet to the P.T. of said curve. (18) Thence run S 62°04'13" E, along said back of curb and on an Easterly projection thereof, being along call #5 of lands described in Official Records Book 759, page 1359, a distance of 69.385 feet to intersect with the Westerly right-of-way of State Road #19. (19) Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 83.07 feet to the most Easterly corner of EXCEPTED lands described in Official Records Book 736, page 538 of said Public Records. (20) Thence run N 62°11'58" W, along call #3 of EXCEPTED lands, a distance of 25.0 feet. (21) Thence run S 27°48'02" W, parallel with the Westerly right-of-way of State Road #19, being along call #2 of EXCEPTED lands described in Official Records Book 736, page 538, a distance of 30.0 feet to intersect with the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center. (22) Thence run N 62°11'58" W, along said back of curb, being along call #3 of lands described in Official Records Book 736, page 538, a distance of 44.5 feet to the P.C. of a curve, concave to the Northeast, having a radius of 50.5 feet and a central angle of 90°00'. (23) Thence along said curve, being the back of the most Northerly curb of the center entrance into the Palatka Mall Shopping Center and being along call #4 of lands described in Official Records Book 736, page 538, an arc distance of 79.325 feet to the P.T. of said curve on the back of the Easterly curb of the most Easterly driveway around the Palatka Mall Shopping Center. (24) Thence run N 27°48'02" E, along the back of said Easterly curb, being along call #5 of lands described in Official Records Book 736, page 538 and along call #3 of Out Parcel #4 as described in Official Records Book 654, page 72, a distance of 321.15 feet to the P.C. of a curve, concave to the Southeast, having a radius of 75.5 feet and a central angle of 89°33'00". (25) Thence along said curve, being the back of the most Southerly curb of the Northerly entrance into the Palatka Mall Shopping Center and being along call #4 of Out Parcel #4, an arc distance of 118.0 feet to the P.T. of said curve. (26) Thence run S 62°38'58" E, along said back of curb and on an Easterly projection thereof, being along call #5 of Out Parcel #4 as described in Official Records Book 654, page 72, a distance of 45.09 feet to intersect with the Westerly right-of-way of State Road #19. (27) Thence run N 27°48'02" E, along said Westerly right-of-way, a distance of 65.0 feet to the most Easterly corner of lands described in Official Records Book 388, page 508 of said Public Records. (28) Thence run N 62°11'58" W, along call #2 of said lands, a distance of 36.018 feet to intersect with the East line of the NE 1/4 of the SW 1/4 of Section 2. (29) Thence run N 1°11'29" W, along said East line, a distance of 306.29 feet to the Easterly end of call (3) and to close.

PARCEL 2:

TOGETHER WITH Non-Exclusive Easement for the benefit of Parcel 1 as created by that certain Reciprocal Easement Agreement dated April 1, 1984, filed in Official Records Book 452, Page 644, Public Records of Putnam County, Florida, for the purposes described in said easement, over, under and across the land described in said easement, as amended by that certain Reciprocal Easement Agreement dated May 7, 1998, filed in Official Records Book 759, Page 1175, of the Public Records of Putnam County, Florida.

PARCEL 3:

TOGETHER WITH Non-Exclusive Easement for the benefit of Parcel 1 as created by Reciprocal Easement Agreement dated May 7, 1998, filed in Official Records Book 759, Page 1175, of the Public Records of Putnam

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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Exhibit "A"

County, Florida, for the purposes described in said easement, over, under and across the land described in said easement.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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TITLE INFORMATION BRINGDOWN

File No.: 11598169
Customer Reference:

April 22, 2024

Smith, Hulsey & Busey, P.A.
One Independent Drive, Suite 3300,
Jacksonville, FL 32202

Re: Putnam County, Florida
Buyer: Purchaser with contractual rights under purchase agreement with the vested owner identified in Item 4 below.
Seller: Schippers-Taivah, LLC, a Florida limited liability company

Pursuant to your request, the Company has caused a search to be made of the Public Records of Putnam County, Florida, solely as revealed by its title plant indices, from February 09, 2024 at 5:00 PM through April 11, 2024 at 5:00 PM and said search reveals that the following documents have been recorded during said period:

1747-54 Sat Lien
1747-601 NOC

Taxes for 2023 show Paid.

CAUTION: A determination of the validity and effect of any instrument listed above must be made before any commitment, policy, or endorsement is issued in reliance thereon.

By: 
Authorized Officer or Agent