

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION WORKSHOP
July 9, 2024 at 9:00 AM

1. CALL TO ORDER

- a. Special Called Workshop Notice
- b. Invocation
- c. Pledge of Allegiance
- d. Roll Call

2. PUBLIC COMMENTS

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

3. DISCUSSION

- a. River Center Land Swap - Due Diligence
 - i) Alternatives as directed by the Commission

4. ADJOURN

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Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

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July 1, 2024

TO COMMISSION MEMBERS: TAMMIE MCCASKILL; JUSTIN R. CAMPBELL, SR.; WILL JONES; AND RUFUS J. BOROM

YOU ARE HEREBY NOTIFIED a special called workshop of the Palatka City Commission is hereby called to be held on July 9, 2024 at 9:00 AM at City Hall, 201 N. 2nd St., Palatka, FL 32177. The purpose of the workshop is to discuss the "land swap" with Riverfront Development Group pertaining to the St. Johns River Center (102 N 1st Street) and 100 and 102 Reid Street .

Please govern yourselves accordingly.

Roberta M. Correa
Mayor

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PALATKA CITY COMMISSION 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.

201 N. 2nd STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

STAFF REPORT

DATE: July 9, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Upon the vote of the City Commission, the City of Palatka and the Clue Crab Development Group North, LLC entered into an agreement to conduct a "land swap" of the River Center for the Port Consolidated properties on April 15, 2024. Thereafter, both parties have been engaged in due diligence to determine whether the property is suitable for acquisition. To date, a significant amount of due diligence has already been conducted, including monitoring well results, petroleum clean-up program status with Florida Department of Environmental Protection, ground water contamination inspection reports, ALTA survey and topographical studies, inspection of all existing structures, FEMA flood zone reports, copies of current lease agreements, zoning restrictions, title insurance, blueprints of structures, legal description, municipal lien searches, property taxes for both properties, bond application, insurance, and gross revenue of the River Center for the past five years. The contract provides for an option for the City to request a 90-day extension of the due diligence period by providing a written request to the Blue Crab Development Group at least 10 days prior to the end of the due diligence period. The due diligence period under 7(b) of the agreement expires on August 13, 2024. The deadline to request an extension is August 3, 2024.

PROJECT ANALYSIS

Staff Recommendation

Discuss.

ATTACHMENTS

1.	!TABLE OF CONTENTS with commissioner updates 06.17.24
2.	C-Reid Street-Interim Site Assessment Report-3-1-24
3.	D-Reid Street-Email re Assessment Activities-4-16-24
4.	E-Reid Street-Interim Site Assessment Report-Groundwater-3-1-24
5.	F-Survey-Reid Street-6-16-22
6.	G1 - Inspection-F-Survey-Reid Street-9-22-23

7.	G2 - Inspection Document List Port Consolidated
8.	G3 - Inspection Pass - Port Consolidated
9.	G4 - Inspection River Center - 2455963CommRA 102 N 1st St
10.	H - Fema Designation
11.	H2 - Fema Designation
12.	I - Use and zonig Port Consolidated
13.	I - Use and zonig River Center
14.	J - Current Lease Agreement-12-4-23
15.	K - Reid Street-Affidavit-Blue Crab Dev Group North, LLC-5-10-24
16.	M - Title Insurance-1-18-24
17.	N2 - 6.12.24 COMMISSIONS OFFICE (PALATKA)
18.	P - Municipal Lien Search
19.	Q - Three Years Property Tax Bills
20.	R - Reid Street Amended A A Agreement-2-22-24
21.	T - Bond Application 102 NIS
22.	U - Reid Street-ACORD Garage Insurance
23.	U - Reid Street-IFG GL POLICY 446B006802-1-5-24
24.	X - Cultural Affairs Event List 06.17.24
25.	Y - Email Regarding River Center Income
26.	Y2 - St Johns River Center rental income
27.	Y3 - River Center Cultural Affairs Expenses

TABLE OF CONTENTS

(Rev. 06.17.24)

- A. To be Provided – Appraisal River Center
 - a. Site visit from CBRE has occurred at both locations and appraisal is due back before July 1, 2024.
- B. To be Provided - Appraisal Port Consolidated
 - a. Site visit from CBRE has occurred at both locations and appraisal is due back before July 1, 2024.
- C. Port Consolidated Property Current Monitoring Well Results
 - a. Montrose providing continuous update on all monitoring activities and removal permit has been closed.
- D. Petroleum Clean-Up Participation Program Status with FDEP
 - a. Montrose providing continuous update on all monitoring activities and removal permit has been closed.
- E. Ground Water Contamination Inspection
 - a. Montrose providing continuous update on all monitoring activities and most recent data is included in the full notebook.
- F. ALTA Survey and Topographical Study for Port Consolidated Property
 - a. Survey complete and in-house.
- G. Inspection of Existing Structures
 - a. Inspections of both structures are complete. Full reports are included in full notebook.
- H. Port Consolidated FEMA Designated Flood Zone; River Center FEMA Designated Flood Zone
 - a. No issues with either property. FEMA information included in full notebook.
- I. Port Consolidated Existing Zoning and Zoning Restrictions; River Center Existing Zoning and Zoning Restrictions
 - a. Current tenancies are appropriately categorized in FLUM and existing zoning.
- J. Port Consolidated Current Lease Agreements
 - a. Most recent lease agreements are included in the full notebook.

- K. Blue Crab Development Group North, LLC Affidavit of No Oral Leases or Oral Understandings
 - a. Complete
- L. To be Provided – Tenant’s Intentions
 - a. To be provided by tenant
- M. America Land Title Association Owner’s Policy of Title Insurance
 - a. Included, no issues.
- N. To be Provided – Blueprints for existing structure
 - a. Included, no issues.
 - b. Potential future use as commission meeting room is included as well.
- O. To be Provided – Legal Description of Property
 - a. Complete and included in full notebook.
- P. Municipal Lien Search
 - a. Complete and included in full notebook.
- Q. 2022, 2023, & 2024 Port Consolidated Property Taxes; 2022, 2023, & 2024 River Center Property Taxes
 - a. Complete and included in full notebook.
- R. Assignment and Assumption Agreement between Consolidated Properties of Reid Street, LLC, and Blue Crab Development Group North, LLC
 - a. Complete and included in full notebook.
- S. To be Provided – List of Personal Property
 - a. Being compiled by current tenant and landlord.
- T. Bond Application
 - a. Complete, active and included in full notebook.
- U. ACORD – Certificate of Garage Insurance; IFG Companies – Commercial General Liability Policy
 - a. Complete and included in full notebook.
- V. To be Provided – List of pending claims
 - a. None
- W. To be Provided – Schedule of pending litigation, if any
 - a. None
- X. Continuing Collaborations with City at Center
 - a. List from community and cultural affairs manager compiled
- Y. Historical River Center Gross Revenue Before Expenses
 - a. Spreadsheet included with finance department comments



March 1, 2024

Jeffrey Lawson
Florida Department of Environmental Protection
Petroleum Restoration Program-Team 6
2600 Blair Stone Road
Tallahassee, Florida 32399

RE: Interim Site Assessment Report
Port Consolidate Inc (Pacific Pride)
100 Reid St.
Palatka, Putnam County, Florida
FDEP Facility ID #54/8515805

Dear Mr. Lawson:

FRS Environmental Remediation, Inc., dba Montrose Environmental Solutions (Montrose) has completed interim site assessment activities at the above referenced facility. Pertinent site features are depicted on **Figure 1**.

SITE HISTORY

The Port Consolidated Inc. – Reid St facility is located at 100 Reid St, Palatka, Putnam County, Florida. The facility is a retail gas station with an office building. A single-story building and an underground storage tank (UST) system occupied the site. Tank #6 and Tank #7 were located on the northern side of the property and contained vehicular diesel and unleaded gasoline for storage and distribution. The USTs, installed in April 2009, were compartmented (split into 22,000/8,000 gallon and 12,000/6,000 gallon compartments) and constructed of double-walled fiberglass. The UST system components included four double-walled spill containment buckets, six dispenser sumps and associated underground, double-walled flexible piping.

This facility has an existing discharge from December 30, 1998 with Petroleum Liability and Restoration Insurance Program (PLRIP) eligibility. The associated Limited Scope Assessment Report from December 1998 indicated that contaminated soil was detected on the north and east sides of the property. The facility previously operated five single-walled steel USTs with cathodic protection and internal lining, one 18,000-gallon UST (registered as Tank #1) and four 4,000-gallon USTs (registered as Tanks #2, #3, #4 and #5). Tank #1 and Tank #2 were

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located at the northern side of the facility near the current UST system. Tanks #3, #4 and #5 were located on the eastern side of the facility. Tanks #1 through #5 were removed from the site between April and May 2009 per the Underground Storage System Installation and Removal Form for Certified Contractors submitted by Guardian Fueling Technologies in 2009. Six dispenser sumps from the former UST system were retained for use and tied into Tank #6 and Tank #7.

In May 2023, the remaining tanks and associated piping and dispensers were removed from the site. Groundwater and soil sampling indicated soil contamination near the northwest dispenser and on the east side of the tanks. Groundwater contamination was also detected in the temporary well installed on the east side of the tanks.

FIELD ACTIVITIES

Soil Boring Installation & Soil Screening

On February 13 and 14, 2024, Montrose personnel mobilized to the subject site and oversaw the advancement of 30 soil borings (SB-1 through SB-30). The soil borings were installed to ten feet below land surface (bls) utilizing a direct push drill rill. Soil samples from each boring were collected at two foot intervals and placed in 16 oz. glass (half-filled) mason jars and covered with aluminum foil. After allowing time for the organic vapors to accumulate in the headspace of each container, the samples were screened to determine the concentration of petroleum hydrocarbons with an Organic Vapor Analyzer equipped with a Photo-Ionization Detector (OVA/PID). A summary of the organic vapor concentrations is presented in **Table 1**. The location of the soil borings and summary of organic vapor readings are depicted on **Figure 2**. Field notes, soil boring logs, and equipment calibration logs are included in **Appendix A**.

Monitoring Well Installation and Construction

On February 14 and 15, 2024, eight shallow groundwater monitoring wells (MW-1 through MW-8) were installed at the locations shown on **Figure 1**. The monitoring wells were installed to a total depth of 12 feet bls and constructed with two feet of 2-inch diameter schedule 40 PVC well riser and ten feet of 2-inch diameter factory slotted well screen. After installation, the wells were purged onto an impervious surface until free of visible fines and completed flush to grade with a traffic rated manhole and a concrete well pad. A copy of the Well Construction and Development Logs are included with **Appendix A**.

Soil Analytical Results

Fourteen laboratory soil samples were collected during soil assessment activities. Soil samples were collected from SB-2, SB-3, SB-4, SB-5, SB-6, SB-7, SB-8, SB-9, SB-10, SB-11, SB-14, SB-16, SB-23, and SB-29, and submitted for laboratory analysis via EPA Method 8260 (BTEX/MTBE), EPA Method 8270 (PAHs), and FL-PRO (TRPH). Laboratory analytical results indicated concentrations of TRPH (8,770 mg/kg) and benzo(a)pyrene equivalents (0.19 mg/kg) above direct exposure Soil Cleanup Target Levels (SCTLs) and naphthalene (2.8 mg/kg), and 1-methylnaphthalene (4.0 mg/kg) above leachability SCTLs in SB-14 @ 4'. Contingent TRPH fractionation indicated a concentration of C12-C16 Aromatics (1,030 mg/kg) above leachability SCTLs.

The soil laboratory results are summarized in **Table 2**. Laboratory analytical results are depicted on **Figure 3**. The laboratory analytical report and chain of custody are provided in **Appendix B**.

Monitoring Well Sampling

On February 22, 2024, Montrose personnel mobilized to the site and collected groundwater samples from monitoring wells MW-1 through MW-8. All sampling procedures were performed in accordance with the Department of Environmental Protection's Standard Operating Procedures for Groundwater Sampling (DEP-SOP-001/01, FS, 2200). All groundwater samples were collected using a peristaltic pump into laboratory supplied containers, placed on ice in a storage cooler, and transported to a certified lab for analysis. The groundwater samples were laboratory analyzed in accordance with one or more of the following: EPA Method 8260 for BTEX/MTBE, EPA Method 8270 for PAHs, FL-PRO for TRPH, and EPA Method 6010 for Total Lead. Groundwater sampling logs and equipment calibration logs are included in **Appendix A**.

Groundwater Analytical Results

Groundwater analytical results indicated the samples collected from MW-4, MW-7, and MW-8 contained petroleum constituent concentrations above applicable Groundwater Cleanup Target Levels (GCTLs) during the February 22, 2024 groundwater sampling event. MW-8 also contained concentrations above Natural Attenuation Default Concentrations (NADCs). All other concentrations and monitoring wells sampled were below GCTLs and/or laboratory Method Detection Limits (MDLs). Analytical results are summarized on **Table 3** and are illustrated on **Figure 4**. A copy of the laboratory analytical report and chain of custody are included in **Appendix B**.

Water Table Measurements and Groundwater Flow

Montrose personnel collected depth-to-water measurements prior to groundwater sampling activities. The depth-to-water measurements and groundwater elevation calculations are summarized in **Table 4**. Based on the current data, groundwater flow in the surficial aquifer was generally to the east-southeast. A groundwater contour map is included as **Figure 5**.

CONCLUSIONS & RECOMMENDATIONS

Based on soil and groundwater analytical results, the following conclusions and recommendations can be made regarding this site at this time:

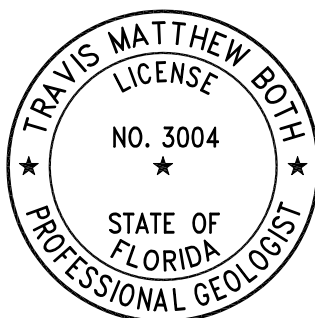
- Soil contamination was identified in the soil sample collected from SB-14 @ 4'. Soil contamination is delineated. Historically, soil exceedances were present; however, based on the recent grid soil sampling it appears SB-14 @ 4' is the only soil contamination remaining onsite.
- Groundwater impacts were identified above GCTLs in the samples collected from MW-4, MW-7, and MW-8. MW-8 also contained concentrations above NADCs. Groundwater contamination is delineated to the north and southeast.
- Based on the data, Montrose recommends proceeding with task 3 of the current purchase order and collecting a confirmatory soil sample from SB-14 @ 4' via hand auger for PAHs and TRPH with contingent SPLP and TRPH fractionation and installing monitoring wells east of MW-8, south of MW-8 and east of MW-2/MW-4 along the property boundary, and a deep well in the vicinity of MW-8. A change order will be required for everything but the installation and sampling of the deep well.

If you have any questions or comments, please contact this office at (813) 623-1557.

Sincerely,



Travis Both, P.G.FL
License No. 3004
Project Manager
Date: 3/1/2024



FIGURES

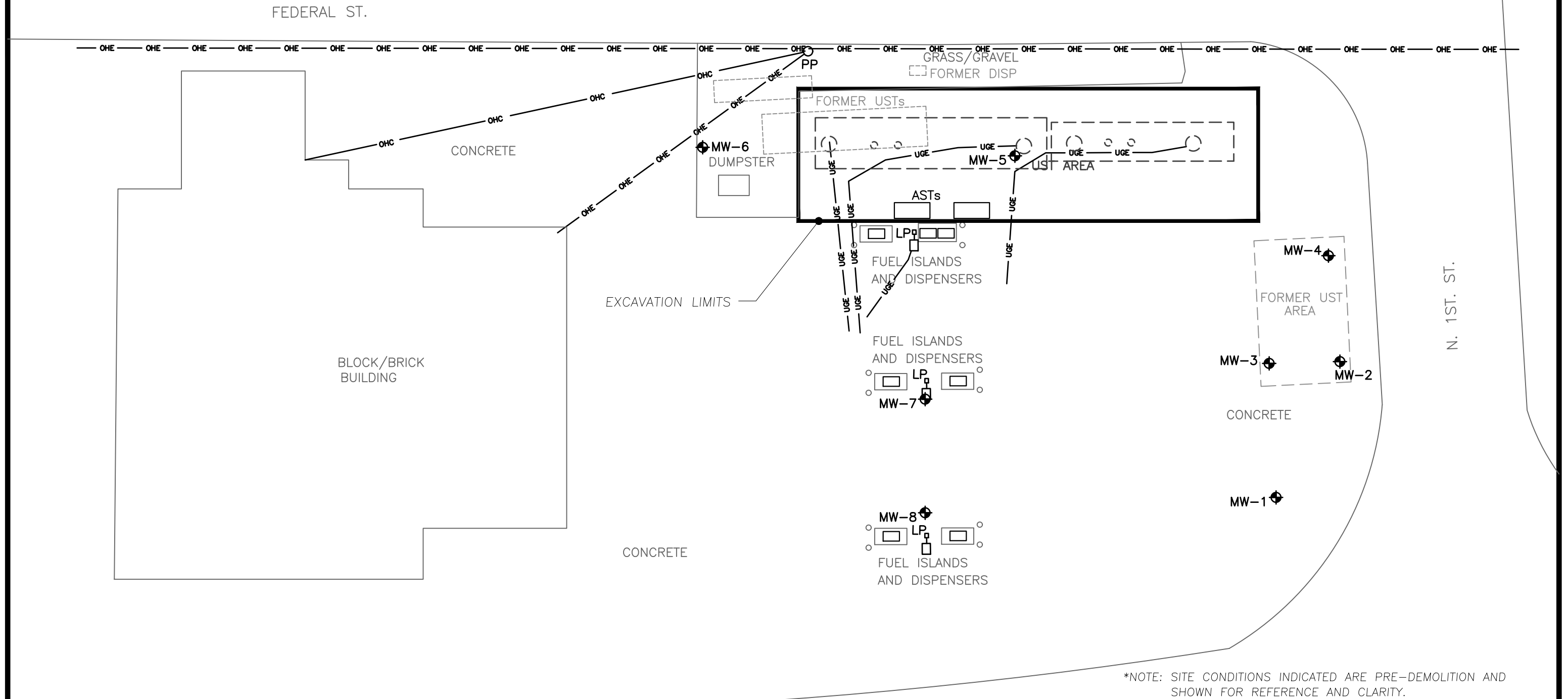
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**FIGURE 1
SITE LAYOUT MAP
PORT CONSOLIDATED - REID ST.
PALATKA, FLORIDA**



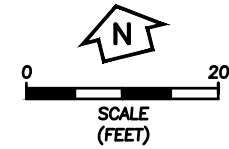
*NOTE: SITE CONDITIONS INDICATED ARE PRE-DEMOLITION AND SHOWN FOR REFERENCE AND CLARITY.

LEGEND

MONITORING WELL LOCATION

UNDERGROUND ELECTRICAL LINE

OVERHEAD ELECTRICAL LINE



FDEP FAC. ID #54/8515805
100 REID ST., PALATKA, FL



**FIGURE 2
SOIL BORING LOCATION/OVA SUMMARY MAP (FEBRUARY 2024)
PORT CONSOLIDATED - REID ST.
PALATKA, FLORIDA**

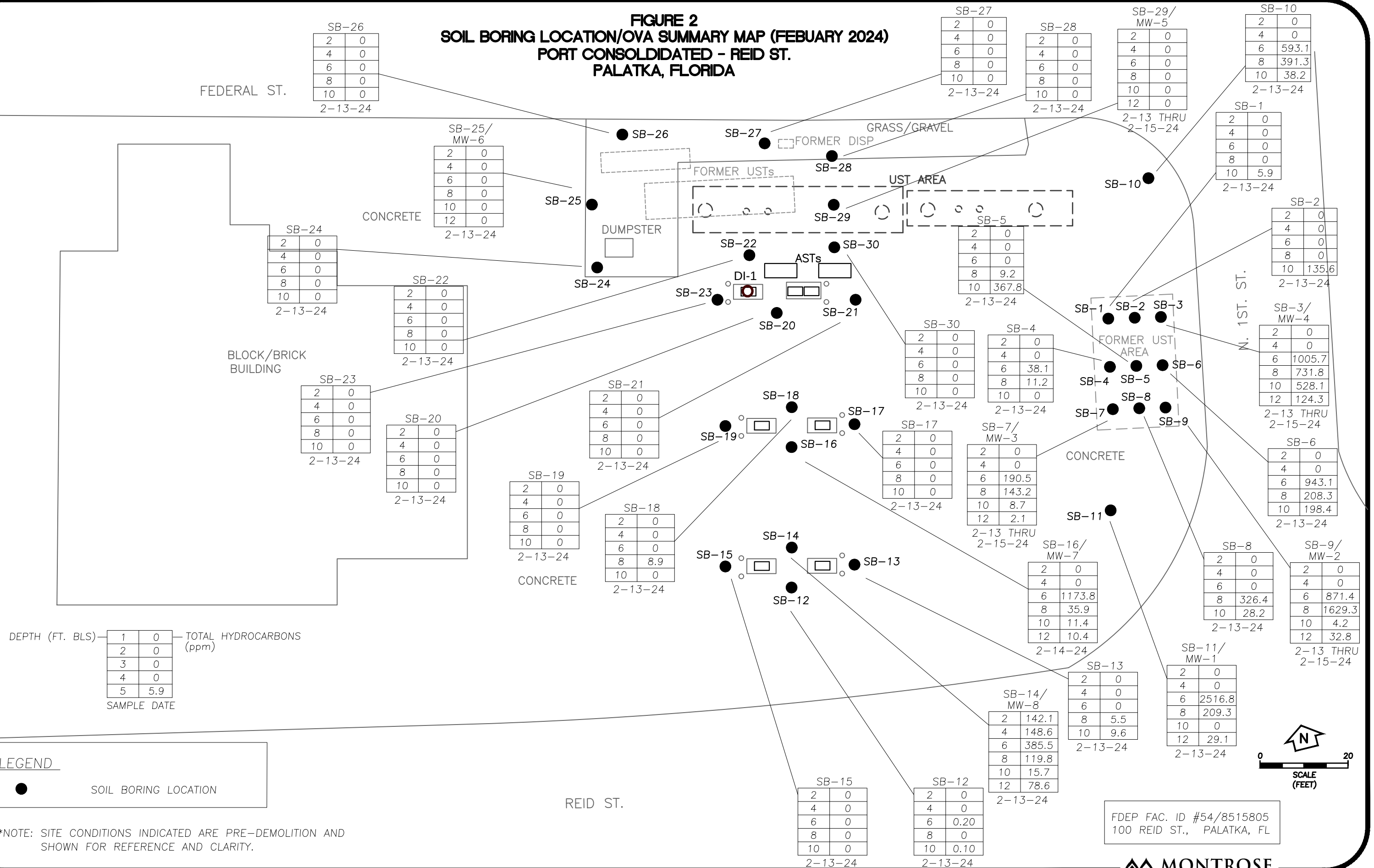


FIGURE 3
SOIL ANALYTICAL SUMMARY MAP (2-14-24)
PORT CONSOLIDATED - REID ST.
PALATKA, FLORIDA

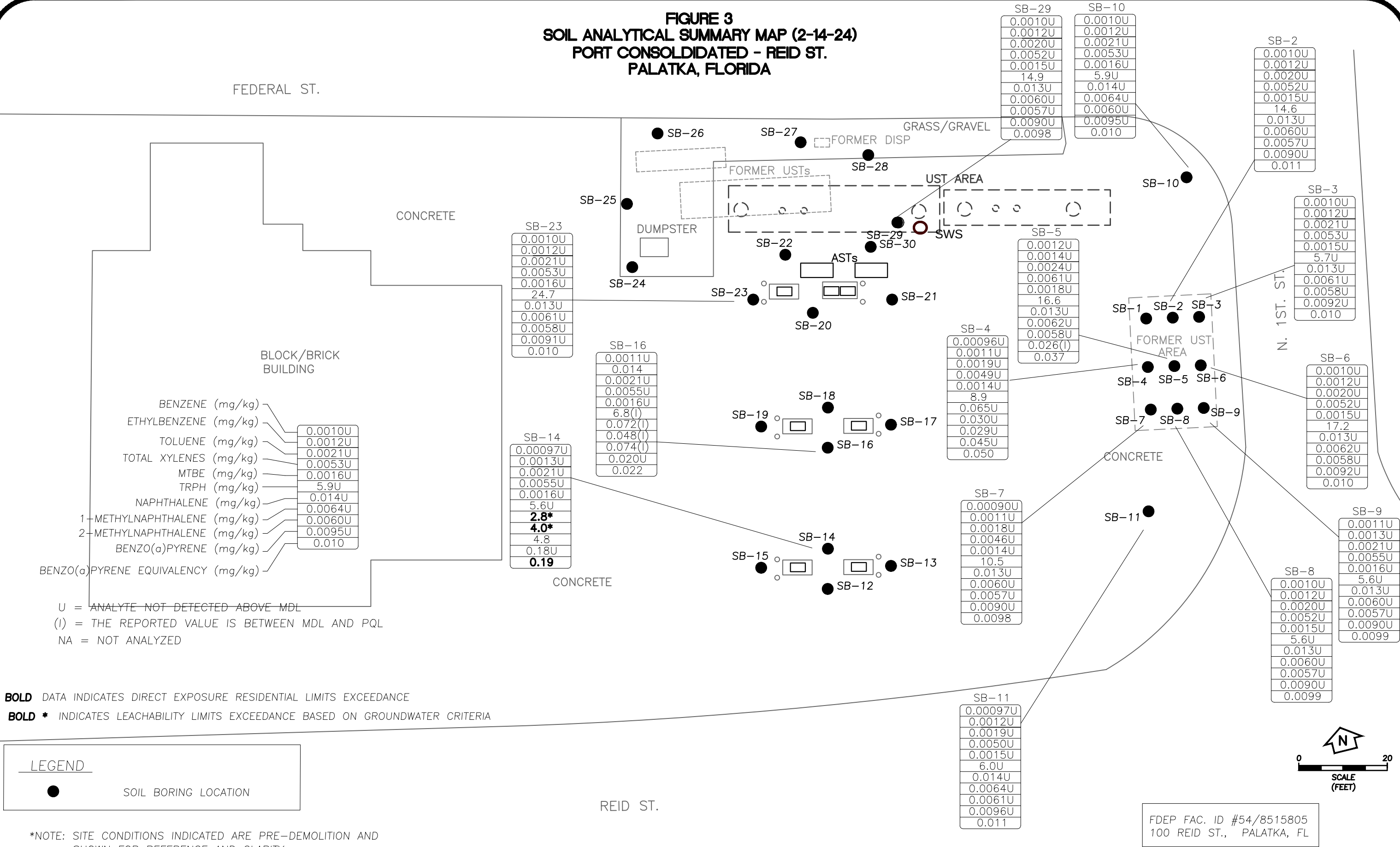
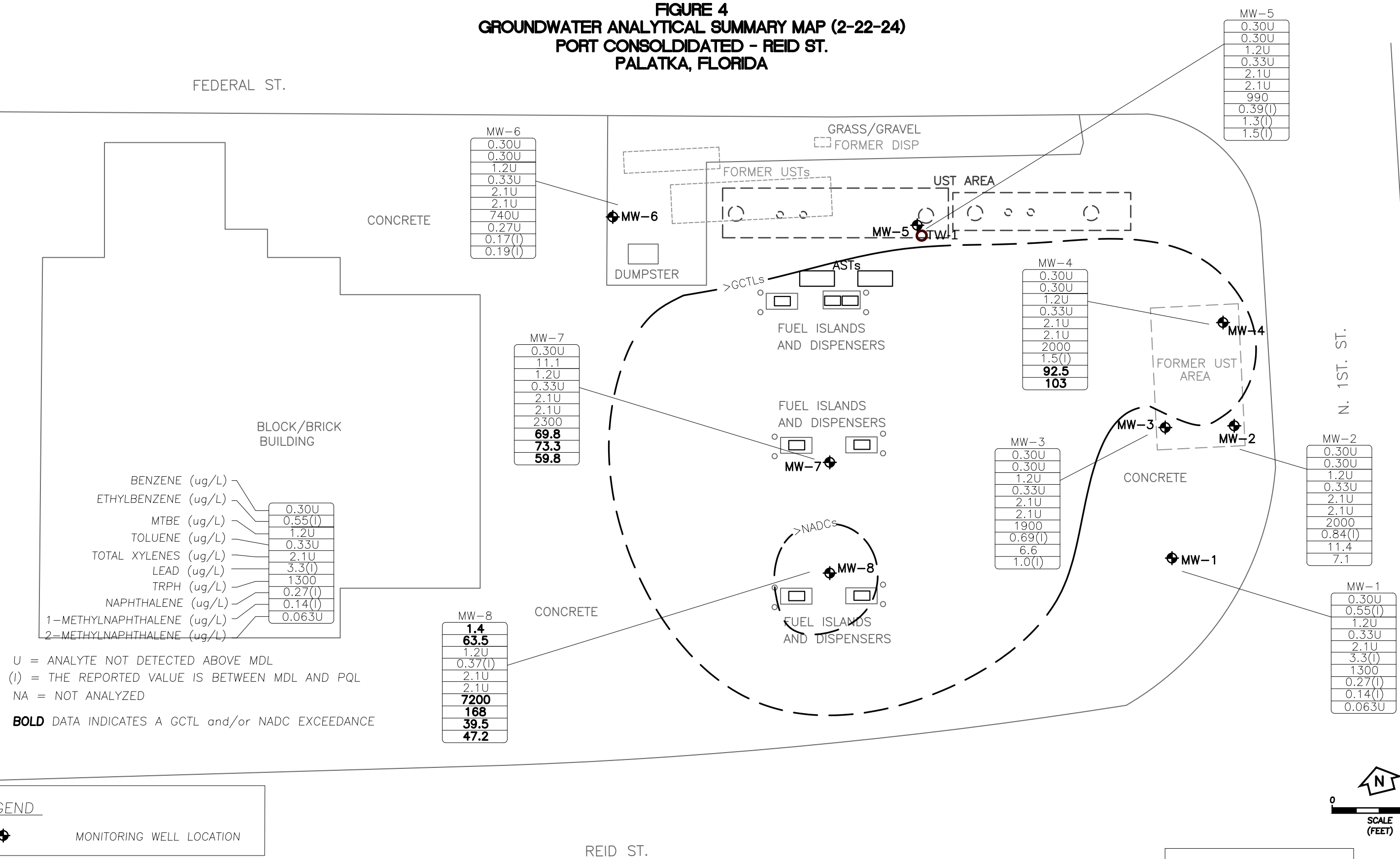


FIGURE 4
GROUNDWATER ANALYTICAL SUMMARY MAP (2-22-24)
PORT CONSOLIDATED - REID ST.
PALATKA, FLORIDA



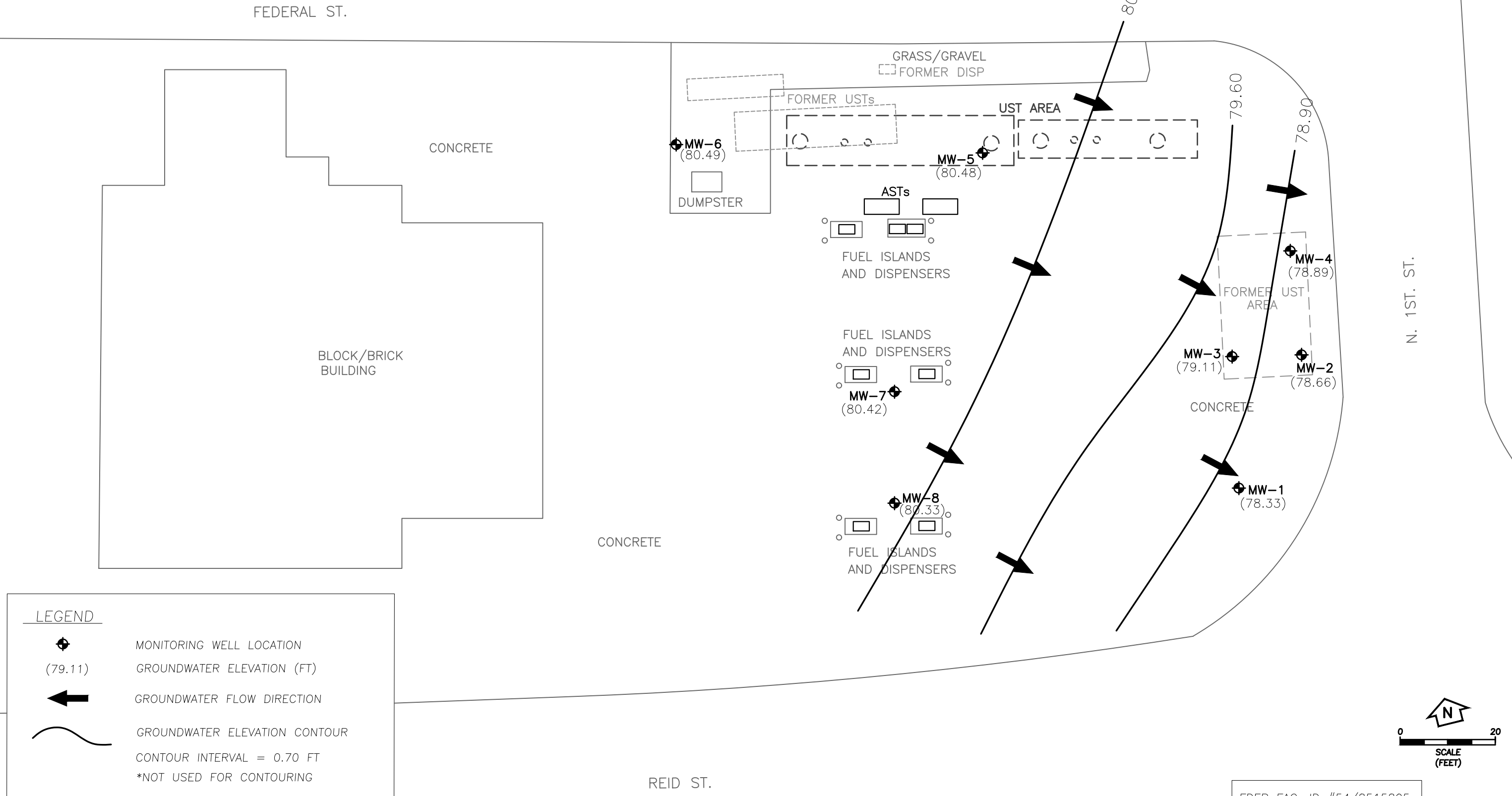
U = ANALYTE NOT DETECTED ABOVE MDL
(I) = THE REPORTED VALUE IS BETWEEN MDL AND PQL
NA = NOT ANALYZED
BOLD DATA INDICATES A GCTL and/or NADC EXCEEDANCE

LEGEND

MONITORING WELL LOCATION

FDEP FAC. ID #54/8515805
100 REID ST., PALATKA, FL

FIGURE 5
GROUNDWATER ELEVATION CONTOUR MAP (2-22-24)
PORT CONSOLIDATED - REID ST.
PALATKA, FLORIDA

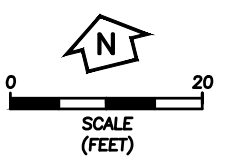


LEGEND

- MONITORING WELL LOCATION
- GROUNDWATER ELEVATION (FT)
- GROUNDWATER FLOW DIRECTION
- GROUNDWATER ELEVATION CONTOUR
- CONTOUR INTERVAL = 0.70 FT
- *NOT USED FOR CONTOURING

*NOTE: SITE CONDITIONS INDICATED ARE PRE-DEMOLITION AND SHOWN FOR REFERENCE AND CLARITY.

FDEP FAC. ID #54/8515805
 100 REID ST., PALATKA, FL



TABLES

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FBLs)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
SB-1	12/21/1998	1	170	
SB-2	12/21/1998	1	0	
		2	200	
SB-3	12/21/1998	1	0	
		2	10000	
SB-4	12/21/1998	1	0	
SB-5	12/21/1998	1	1700	
		2	7000	
SB-6	12/21/1998	1	136	
		2	40	
		3	14	
SB-7	12/21/1998	1	0	
		2	0	
		3	0	
		4	225	
		5	400	
		6	1900	
SB-1	2/11/2009	1	0	
SB-2	2/11/2009	1	0	
		2	0	
SB-3	2/11/2009	1	0	
		2	0	
		3	0.2	
		4	0	
		5	0.9	
SB-4	2/11/2009	1	0	
		2	0	
		3	0	
		4	0	
		5	0	
SB-5	2/11/2009	1	0	
		2	0	
		3	0	
		4	0	
		5	0	
SB-6	2/11/2009	1	309	
		2	205.6	
		3	693.5	
		4	1211.4	
		5	1522.3	
1	4/29/2009	3	70.5	
2	4/29/2009	3	117.1	
3	4/29/2009	3	88.2	
4	4/29/2009	3	3.7	
5	4/29/2009	3	57.5	
6	4/29/2009	3	115	
7	4/29/2009	3	29.1	
8	4/29/2009	5	3584	
9	4/29/2009	5	1040.1	
10	4/29/2009	7	584.1	
11	4/29/2009	7	1396.7	
12	4/29/2009	5	1040.1	
13	4/29/2009	7	761.1	
14	4/29/2009	5	393.6	
15	4/29/2009	5	649.8	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FBLs)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
16	4/29/2009	6	260.1	
17	4/29/2009	7	1060	
18	4/29/2009	7	1159	
19	4/29/2009	7	1633	
20	4/29/2009	6	2388.1	
21	4/29/2009	9	28.1	
22	4/29/2009	9	22.3	
23	4/29/2009	3	167.7	
24	4/29/2009	3	229.7	
25	4/29/2009	3	625.1	
26	4/29/2009	3	318.2	
27	4/29/2009	3	274.9	
28	4/29/2009	5	735	
29	4/29/2009	5	451.9	
30	4/29/2009	5	793.8	
31	4/29/2009	7	541.8	
32	4/29/2009	5	575.5	
33	4/29/2009	7	1410.9	
34	4/29/2009	3	13.4	
35	4/29/2009	5	614.9	
36	4/29/2009	7	183.9	
37	4/29/2009	3	716.7	
38	4/29/2009	5	669.6	
39	4/29/2009	3	483.6	
40	4/29/2009	7	740.1	
41	4/29/2009	6	1291	
42	4/29/2009	3	126.1	
43	4/29/2009	3	526.5	
44	4/29/2009	5	835.8	
45	4/29/2009	5	684	
46	4/29/2009	5	724.4	
47	4/29/2009	5	1203.5	
48	4/29/2009	7	174.3	
49	4/29/2009	9	154	
50	4/29/2009	7	455.1	
51	4/29/2009	7	739.9	
52	4/29/2009	9	93.8	
53	4/29/2009	9	51.1	
54	4/29/2009	9	74	
55	4/29/2009	7	67.5	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FMLS)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
SB-1	8/30/2012	1	0	
		2	0	
		3	0	
		4	3.5	
		5	14.8	
		6	150	
SB-2	8/30/2012	1	3.5	
		2	0.6	
		3	0.1	
		4	0	
		5	79.8	
		6	154	
SB-3	8/30/2012	1	7.6	
		2	1.2	
		3	1.3	
		4	0.7	
		5	57.1	
		6	130	
SB-4	8/30/2012	1	7	
		2	0	
		3	0	
		4	0	
		5	0	
		6	0	
SB-5	8/30/2012	1	<1	
		2	<1	
		3	<1	
		4	<1	
		5	<1	
		6	6	
SB-6	8/30/2012	1	<1	
		2	<1	
		3	<1	
		4	<1	
		5	49.1	
		6	210	
DP-1	12/17/2012	1	0	
		2	0	
		4	0	
		6	0	
		8	0	
DP-2	12/17/2012	1	68.1	
		2	54	
		4	89.3	
		6	82.9	
		8	120	
DP-3	12/17/2012	1	80.8	
		2	110	
		4	34.3	
		6	49.2	
		8	1331	
DP-4	12/17/2012	1	164	
		2	124	
		4	337	
		6	255	
		8	1079	
DP-5 (SS-5)	12/17/2012	1	166	
		2	247	
		4	108	
		6	911	
		8	108	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FMLS)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
DP-6	12/17/2012	1	79.3	
		2	21.4	
		4	53.8	
		6	23	
		8	13.3	
DP-7	12/17/2012	1	11.5	
		2	58.4	
		4	10.5	
		6	44.4	
		8	74.7	
DP-8	12/17/2012	1	18.6	
		2	14.5	
		4	16.7	
		6	385	
		8	892	
DP-9	12/17/2012	1	33.9	
		2	18.4	
		4	16.4	
		6	241	
		8	699	
DP-10	12/17/2012	1	186	
		2	19.5	
		4	63.2	
		6	30.8	
		8	30.7	
DP-11	12/17/2012	1	-	
DP-12 (SS-4)	12/17/2012	1	83	
		2	83.8	
		4	65.1	
		6	1107	
		8	1692	
DP-13	12/17/2012	1	116	
		2	98.1	
		4	159	
		6	342	
		8	106	
DP-14	12/17/2012	1	94.4	
		2	86.3	
		4	66	
		6	106	
		8	129	
DP-15	12/17/2012	1	135	
		2	37.4	
		4	44.9	
		6	270	
		8	333	
DP-16	12/17/2012	1	967	
		2	77.7	
		4	50.7	
		6	682	
		8	1366	
DP-17 (SS-2)	12/17/2012	1	257	
		2	154	
		4	325	
		6	342	
		8	354	
DP-18	12/18/2012	1	0	
		2	0	
		4	0	
		6	109	
		8	361	
DP-19 (SS-3)	12/18/2012	1	348	
		2	848	
		4	2300	
		6	1540	
		8	569	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FBS)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
DP-20	12/18/2012	1	52.3	
		2	51.6	
		4	52.7	
		6	351	
		8	284	
DP-21	12/18/2012	1	57.5	
		2	21.5	
		4	32.4	
		6	11.1	
		8	10.3	
DP-22	12/18/2012	1	91.7	
		2	57.7	
		4	47.8	
		6	317	
		8	118	
DP-23	12/18/2012	1	53.1	
		2	55.4	
		4	58.8	
		6	55.7	
		8	71.7	
DP-24	12/18/2012	1	83.3	
		2	90.5	
		4	113	
		6	93.1	
		8	115	
DP-25	12/18/2012	1	102	
		2	175	
		4	136	
		6	137	
		8	149	
DP-26	12/18/2012	1	129	
		2	148	
		4	152	
		6	94.3	
		8	99.1	
DP-27	12/18/2012	1	112	
		2	141	
		4	117	
		6	100	
		8	132	
DP-28	12/18/2012	1	137	
		2	162	
		4	173	
		6	130	
		8	139	
DP-29	12/18/2012	1	126	
		2	109	
		4	115	
		6	149	
		8	1023	
DP-30	12/18/2012	1	49	
		2	59.9	
		4	23.4	
		6	77.4	
		8	120	
DP-31	12/18/2012	1	68.1	
		2	89.2	
		4	102	
		6	128	
		8	134	
DP-32	12/18/2012	1	7.5	
		2	0.7	
		4	6.2	
		6	144	
		8	220	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FBLs)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
DP-33	12/18/2012	1	146	
		2	125	
		4	67.9	
		6	84.6	
		8	86.3	
DP-34 (SS-1)	12/18/2012	1	52.2	
		2	8.6	
		4	152.1	
		6	376	
		8	424	
DP-5	5/1/2013	2	191	
		4	389	
		6	695	
DP-12	5/1/2013	2	250	
		4	178	
		6	705	
DP-34	5/1/2013	2	810	
		4	571	
		5	858	
		6	2082	
SP-1	5/10/2023	1	0	
		2	0	
		3	0	
		4	0	
SP-2	5/10/2023	1	0	
		2	0	
		3	0	
		4	0	
SP-3	5/10/2023	1	0	
		2	0	
		3	0	
		4	0	
SP-4	5/10/2023	1	0	
		2	0	
SB-1	5/10/2023	1	0	
		2	0	soil sample
		3	0	
SB-2	5/10/2023	1	0	
		2	0	soil sample
		3	0	
SB-3	5/10/2023	1	0	
		2	0	soil sample
		3	0	
		4	0	
SB-4	5/10/2023	1	0	
		2	0	soil sample
SWE	5/10/2023	2	0	
		5	0	
B16	5/10/2023	2	0	
		5	0	
B14	5/10/2023	2	0	
		5	0	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FBLs)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
B12	5/10/2023	2	0	
		5	0	
B10	5/10/2023	2	0	
		5	0	
B18	5/10/2023	2	0	
		5	0	
C10	5/10/2023	2	0	
		5		
C14	5/10/2023	2	0	
		5		
C16	5/10/2023	2	0	
		5		
B8	5/10/2023	2	0	
		5		
B6	5/10/2023	2	0	
		5		
B4	5/10/2023	2	0	
		5		
SWS	5/10/2023	2	0.9	
		5	237.2	soil sample
SWN	5/10/2023	2	0	
		5	0	
B2	5/10/2023	2	0.6	
		5	0	
		20	0	
C2	5/10/2023	2	0.1	
		5	0.7	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FBLs)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
C4	5/10/2023	2	0.2	
		5		
D8	5/10/2023	2	0.4	
		5	0	
D6	5/10/2023	2	0.1	
		5	0	
D4	5/10/2023	2	0.1	
		5	0.4	
D14	5/10/2023	2	0	
		5	0	
D16	5/10/2023	2	0	
		5	0	
SWW	5/10/2023	2	0	
		5	0	
D2	5/10/2023	2	0	
		5	0	
DI-1	5/10/2023	2	174.2	
		4	257.0	soil sample
DI-2	5/11/2023	2	0.0	
		4	0.0	soil sample

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FMLS)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
DI-3	5/11/2023	2	0	
		4	0	soil sample
DI-4	5/11/2023	2	0	
		4	0	soil sample
DI-5	5/11/2023	2	18.5	
		4	64.2	soil sample
DI-6	5/11/2023	2	24	
		4	22.5	soil sample
L1	5/11/2023	2	10.1	
		4	72.2	soil sample
L2	5/11/2023	2	4.3	
		4	11.7	
L3	5/11/2023	2	0.8	
		4	0.0	
L4	5/11/2023	2	1.1	
		4	0.0	
L5	5/11/2023	2	0.0	
		4	0.0	
SB-1	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	5.9	
SB-2	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	0.0	
		8	0.0	
		10	135.6	
SB-3/MW-4	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	1005.7	
		8	731.8	
		10	528.1	
		12	124.3	
SB-4	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	38.1	
		8	11.2	
		10	0.0	
SB-5	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	0.0	
		8	9.2	
		10	367.8	
SB-6	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	943.1	
		8	208.3	
		10	198.4	
SB-7/MW-3	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	19.5	
		8	143.2	
		10	8.7	
		12	2.1	
SB-8	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	0.0	
		8	326.4	
		10	28.2	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FMLS)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
SB-9/MW-2	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	871.4	
		8	1629.3	
		10	4.2	
		12	32.8	
SB-10	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	593.1	
		8	391.3	
		10	38.2	
SB-11/MW-1	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	2516.8	
		8	209.3	
		10	0.0	
		12	29.1	
SB-12	2/13/2024	2	0.0	
		4	0.0	
		6	0.2	
		8	0.0	
		10	0.1	
SB-13	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	5.5	
		10	9.6	
SB-14/MW-8	2/13/2024	2	142.1	
		4	148.6	lab sample
		6	385.5	
		8	119.8	
		10	15.7	
		12	78.6	
SB-15	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-16/MW-7	2/14/2024	2	0.0	
		4	0.0	lab sample
		6	1173.8	
		8	350.0	
		10	11.4	
		12	104.1	
SB-17	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-18	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	8.9	
		10	0.0	
SB-19	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-20	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-21	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	

TABLE 1: SUMMARY OF OVA/PID FIELD SCREENING RESULTS

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Sample	Date	Depth (FMLS)	OVA/PID Screening Results* (ppm)	
			Total Hydrocarbons	Comments
SB-22	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-23	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	0.0	
		8	0.0	
		10	0.0	
SB-24	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-25/MW-6	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-26	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-27	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-28	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	
SB-29/MW-5	2/13/2024	2	0.0	
		4	0.0	lab sample
		6	0.0	
		8	0.0	
		10	0.0	
SB-30	2/13/2024	2	0.0	
		4	0.0	
		6	0.0	
		8	0.0	
		10	0.0	

TABLE 2: SOIL SAMPLE ANALYTICAL SUMMARY-VOAs, TRPHs & PAHs

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Analytical Results = mg/kg
The compound was analyzed for but not detected = U
The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit = I
No Results = NR
Not Analyzed = NA
*saturated soil sample
italic=cleared via SPLP, TRPH fractionation or confirmatory sampling

Sample ID	Depth (ft)	Date	OVA	Benzene	Ethylbenzene	MTBE	Toluene	Total xylenes	TPH	Naphthalene	1-Methylnaphthalene	2-Methylnaphthalene	Acenaphthene	Acenaphthylene	Anthracene	Benzofluoranthene	Benzofluorene	Benzofluoranthrene	Benzofluoranthene	Chrysene	Dibenzofluoranthene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Phenanthrene	Pyrene	Benzofluorene Equivalents	
Soil Cleanup Target Levels (Direct Exp. Residential)				1.2	1,500	4,400	7,500	130	460	55	200	210	2,400	1,800	21,000													
Soil Cleanup Target Levels (Leachability)				0.007	0.6	0.09	0.5	0.2	340	1.2	3.1	8.5	2.1	27	2,500	0.8	8	2.4	32,000	24	77	0.7	1,200	160	6.6	250	880	0.7
SB-1 @ 2"	2	12/21/1998		2.3 U	15.0	2.3 U	12.0	430		24 U	160	42	55		24 U	24 U	24 U	24 U	24 U	24 U	24 U			24 U	24 U	24 U		
SB-3 @ 2"	2	12/21/1998		0.11 U	1.6	0.61	3.8	16		0.4	0.36 U	0.36 U	0.36 U		0.55	0.36 U	0.36 U	0.36 U	0.36 U	0.36 U	0.36 U			0.36 U	0.38	0.36 U		
SB-5 @ 2"	2	12/21/1998								7.9	4.5	5.8	2.2		1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U			1.0 U	1.2	1.0 U		
SB-7		12/21/1998																										
SS-1	4	2/11/2009		0.258	0.368	0.057 U	0.057 U	0.116 I	11100 D	2.05	27.9 D	44.8 D				0.278	0.093	0.123	0.040 I	0.082	0.290	0.021 I			0.036 I	0.38	0.36 U	
SS-N	5	4/29/2009		0.123	0.089 U	0.022	0.022 U	0.183 U	4870 D	15.7 D	30.6 D	44 D																
SS-E	5	4/29/2009		0.075 I	0.489	0.037 U	0.037 U	0.304	2940 D	3.85	23.8 D	40.6 D																
SS-S	5	4/29/2009		0.278	1.49	0.032 U	5.81	9.68	364	0.19	1.93	2.5																
SS-W	5	4/29/2009		0.001 U	0.001 U	0.001 U	0.001 U	0.003 U	3.1 U	0.024 U	0.026 U	0.036 U																
SB-2	5	8/30/2012		0.00039 U	0.00038 U	0.00029 U	0.00032 U	0.0012 U	5.3 U	0.0016 U	0.0011 U	0.0011 U	0.0012 U	0.00089 U	0.0021 U	0.0017 U	0.0021 U	0.0019 U	0.0023 U	0.0023 U	0.0025 U			0.0021 U	0.00082 U	0.0015 U		
SB-3	5	8/30/2012		0.00038 U	0.00037 U	0.00028 U	0.00031 U	0.0012 U	5.3 U	0.0016 U	0.0011 U	0.0011 U	0.0012 U	0.00090 U	0.0021 U	0.0018 U	0.0021 U	0.0019 U	0.0023 U	0.0023 U	0.0025 U			0.0021 U	0.00082 U	0.0015 U		
SB-6	5	8/30/2012		0.00034 U	0.00033 U	0.00025 U	0.00028 U	0.0010 U	5.3 U	0.0015 U	0.0011 U	0.0011 U	0.0012 U	0.00090 U	0.0021 U	0.0018 U	0.0022 U	0.0019 U	0.0023 U	0.0023 U	0.0025 U			0.0021 U	0.00083 U	0.0015 U		
SS-1*	6	12/18/2012		0.038 U	0.036 U	0.028 U	0.031 U	0.120	3100	0.120	18.0	25.0	0.058 U	0.049 U	0.052 U	0.050 U	0.053 U	0.130 U	0.046 U	0.052 U	0.15 U			0.086 U	0.048 U	0.044 U		
SS-2*	6	12/19/2012		0.00028 U	0.00027 U	0.00023 U	0.00023 U	0.00087 U	35	0.035	0.015	0.017	0.0026 U	0.0059 U	0.060	0.021	0.047	0.016	0.036	0.0023 U	0.0067 U			0.0140	0.019	0.034		
SS-3	4	12/19/2012		0.00034 U	0.014 U	0.00026 U	0.00028 U	0.0011 U	50	0.180	0.320	0.600	0.0026 U	0.011	0.0023 U	0.0022 U	0.0024 U	0.0058 U	0.0020 U	0.0023 U	0.0066 U			0.0038 U	0.045	0.014		
SS-4*	6	12/19/2012		0.0073 U	0.0071 U	0.0054 U	0.0060 U	0.022 U	62	1.3	5.70	1.10	0.0030 U	0.0033 U	0.0027 U	0.0026 U	0.0028 U	0.0068 U	0.0024 U	0.0027 U	0.0078 U			0.0045 U	0.0023 U	0.0023 U		
SS-5*	6	12/19/2012		0.0099 U	0.0096 U	0.0074 U	0.0081 U	0.030 U	1200	0.130 U	14.0	17.0	0.060 U	0.050 U	0.054 U	0.051 U	0.055 U	0.140 U	0.047 U	0.054 U	0.15 U			0.089 U	0.049 U	0.045 U		
SS-1*	6	5/1/2013		3.4 U	2.6 U	4.1 U	4.5 U	13 U	NA	46	36	60	1.7 U	1.2 U	2.9 U	2.4 U	3.0 U	2.7 U	3.2 U	3.2 U	3.5 U			3.0 U	1.2 U	2.2 U		
SS-4*	6	5/1/2013		3.4 U	2.6 U	4.1 U	4.5 U	13 U	NA	380	49	91	1.7 U	1.2 U	2.9 U	2.4 U	3.0 U	2.7 U	3.2 U	3.2 U	3.5 U			3.0 U	1.2 U	2.2 U		
SS-5*	6	5/1/2013		3.4 U	2.6 U	4.1 U	4.5 U	13 U	NA	2.2 U	250	360	5.2 I	1.2 U	2.9 U	2.4 U	3.0 U	2.7 U	3.2 U	3.2 U	3.5 U			3.0 U	1.2 U	2.2 U		
DI-1	4	5/10/2023		0.00099 U	0.0012 U	0.0015 U	0.00081 U	0.0051 U	7,370	0.12 U	0.058 U	0.055 U	0.17 U	0.055 U	0.048 U	0.047 U	0.087 U	0.094 U	0.087 U	0.094 U	0.047 U	0.081 U	0.11 U	0.12 U	0.080 U	0.050 U	0.41	
SB-1	2	5/9/2023		0.0011 U	0.0013 U	0.0016 U	0.00086 U	0.0054 U	13.6	0.012 U	0.0057 U	0.0054 U	0.016 U	0.0054 U	0.0047 U	0.0046 U	0.0085 U	0.0092 U	0.0086 U	0.0092 U	0.0046 U	0.0079 U	0.011 U	0.012 U	0.0078 U	0.0049 U	0.0046 U	
SB-2	2	5/9/2023		0.0011 U	0.0013 U	0.0017 U	0.00090 U	0.0057 U	23.9	0.012 U	0.0057 U	0.0054 U	0.016 U	0.0054 U	0.0047 U	0.0046 U	0.0086 U	0.0092 U	0.0087 U	0.0092 U	0.0046 U	0.0080 U	0.011 U	0.012 U	0.0079 U	0.0049 U	0.0046 U	
SB-3	2	5/9/2023		0.0010 U	0.0012 U	0.0015 U	0.00083 U	0.0053 U	5.3 U	0.012 U	0.0057 U	0.0054 U	0.016 U	0.0054 U	0.0047 U	0.0046 U	0.0086 U	0.0092 U	0.0087 U	0.0092 U	0.0046 U	0.0080 U	0.011 U	0.012 U	0.0079 U	0.0049 U	0.0046 U	
SB-4	2	5/9/2023		0.0011 U	0.0013 U	0.0016 U	0.00085 U	0.0054 U	5.2 U	0.012 U	0.0057 U	0.0054 U	0.016 U	0.0054 U	0.0047 U	0.0046 U	0.0086 U	0.0092 U	0.0087 U	0.0092 U	0.0046 U	0.0079 U	0.011 U	0.012 U	0.0078 U	0.0049 U	0.0046 U	
SWS	5	5/10/2023		0.00098 U	0.0013 U	0.0015 U	0.0047 I	0.011 I	517	0.013 U	0.0076 I	0.012 I	0.017 U	0.0058 U	0.0050 U	0.0049 U	0.0091 U	0.0098 U	0.0092 U	0.0098 U	0.0046 U	0.0085 U	0.012 U	0.013 U	0.0084 U	0.0052 U	0.0056 I	
DI-2	4	5/11/2023		0.0012 U	0.0014 U	0.0018 U	0.00098 U	0.0062 U	31.9 U	0.089 U	0.042 U	0.039 U	0.12 U	0.039 U	0.034 U	0.034 U	0.063 U	0.067 U	0.063 U	0.067 U	0.034 U	0.058 U	0.082 U	0.089 U	0.057 U	0.036 U	0.034 U	0.069
DI-3	4	5/11/2023		0.0013 U	0.0016 U	0.0020 U	0.0011 U	0.0068 U	34.0 U	0.094 U	0.044 U	0.041 U	0.13 U	0.041 U	0.036 U	0.035 U	0.066 U	0.070 U	0.066 U	0.070 U	0.035 U	0.061 U	0.086 U	0.094 U	0.060 U	0.038 U	0.035 U	0.072
DI-4	4	5/11/2023		0.0012 U	0.0015 U	0.0018 U	0.00098 U	0.0062 U	5.7 U	0.013 U	0.0062 U	0.0059 U	0.018 U	0.0059 U	0.0051 U	0.0050 U	0.0093 U	0.010 U	0.0094 U	0.010 U	0.0050 U	0.0086 U	0.012 U	0.013 U	0.0085 U	0.0053 U	0.0050 U	0.010
DI-5	4	5/11/2023		0.0011 U	0.0013 U	0.0016 U	0.00085 U	0.0054 U	226	0.028 I	0.021 I	0.028 I	0.017 U	0.0055 U	0.0048 U	0.0047 U	0.0088 U	0.0094 U	0.0089 U	0.0094 U	0.0047 U	0.0081 U	0.011 U	0.013 U	0.0080 U	0.0050 U	0.031 I	0.0096
DI-6	4	5/11/2023		0.0012 U	0.0015 U	0.0019 U	0.0010 U	0.0064 U	311	0.013 U	0.0058 U	0.0055 U	0.017 U	0.0055 U	0.0048 U	0.0047 U	0.0088 U	0.0094 U	0.0089 U	0.0094 U	0.0047 U	0.0081 U	0.011 U	0.013 U	0.0080 U	0.0050 U	0.014 I	0.0096
L-1	4	5/11/2023		0.15 U	0.18 U	0.22 U	0.23 I	0.77 U	124	0.087 U	0.13 I	0.15 I	0.12 U	0.038 U	0.033 U	0.033 U	0.061 U	0.065 U	0.062 U	0.065 U	0.033 U	0.056 U	0.080 U	0.087 U	0.056 U	0.035 U	0.033 U	0.067
SB-10	02/14/2024	1/4/1900	0.0	0.0010 U	0.0012 U	0.0016 U	0.0021 U	0.0053 U	5.9 U	0.014 U	0.0064 U	0.0060 U	0.018 U	0.0060 U	0.0052 U	0.0051 U	0.0095 U	0.010 U	0.0097 U	0.010 U	0.0051 U	0.0089 U	0.012 U	0.014 U	0.0087 U	0.0055 U	0.011 U	NA
SB-11	02/14/2024	1/4/1900	0.0	0.00097 U	0.0012 U	0.0015 U	0.0019 U	0.0050 U	6.0 U	0.014 U	0.0064 U	0.0061 U	0.018 U	0.0061 U	0.0053 U	0.0052 U	0.0096 U	0.010 U	0.0098 U	0.010 U	0.0052 U	0.0089 U	0.013 U	0.014 U	0.0088 U	0.0055 U	0.011 U	NA
SB-14	02/14/2024	1/4/1900	148.6	0.11 U	0.13 U	0.16 U	0.21 U	0.54 U	8770	2.8	4.0	4.8	0.34 U	0.11 U	0.66 I	0.095 U	0.18 U	0.19 U	0.18 U	0.19 U	0.095 U	0.16 U	0.23 U	0.25 U	0.16 U	1.0	0.64 I	0.19
SB-16	02/14/2024	1/4/1900	0.0	0.0011 U	0.014	0.0016 U	0.0021 U	0.0055 U	6.8 I	0.072 I	0.048 I	0.074 I	0.038 U	0.013 U	0.011 U	0.011 U	0.020 U	0.021 U	0.020 U	0.021 U	0.011 U	0.019 U	0.026 U	0.029 U	0.018 U	0.011 U	0.024 U	NA
SB-2	02/14/2024	1/4/1900	0.0	0.0010 U	0.0012 U	0.0015 U	0.0020 U	0.0052 U	14.6	0.013 U	0.0060 U	0.0057 U	0.017 U	0.0057 U	0.0049 U	0.0093 I	0.0090 U	0.012 I	0.010 I	0.0096 U	0.0089 I	0.0083 U	0.012 U	0.013 U	0.0082 U	0.0051 U	0.011 U	0.011
SB-23	02/14/2024	1/4/1900	0.0	0.0010 U	0.0012 U	0.0016 U	0.0021 U	0.0053 U	24.7	0.013 U	0.0061 U	0.0058 U	0.017 U	0.0058 U	0.0050 U	0.0049 U	0.0091 U	0.0098 U	0.0092 U	0.0098 U	0.0049 U	0.0085 U	0.012 U	0.013 U	0.0084 U	0.0052 U	0.011 U	NA
SB-29	02/14/2024	1/4/1900	0.0	0.0010 U	0.0012 U	0.0015 U	0.0020 U	0.0052 U	14.9	0.013 U	0.0061 U	0.0057 U	0.017 U	0.0057 U	0.0049 U	0.0048 U	0.0090 U	0.0096 U	0.0091 U	0.0096 U	0.0048 U	0.0083 U	0.012 U	0.013 U	0.0082 U	0.0051 U	0.011 U	NA
SB-3	02/14/2024	1/4/1900	0.0	0.0010 U	0.0012 U	0.0015 U	0.0021 U	0.0053 U	5.7 U	0.013 U	0.0061 U	0.0058 U	0.018 U	0.0058 U	0.0050 U	0.0049 U	0.0092 U	0.0099 U	0.0093 U	0.0099 U	0.0049 U	0.0086 U	0.012 U	0.013 U	0.0085 U	0.0053 U	0.011 U	NA
SB-4	02/14/2024	1/4/1900	0.0	0.00096 U	0.0011 U	0.0014 U	0.0019 U	0.0049 U	8.9	0.065 U	0.030 U	0.029 U	0.086 U	0.029 U	0.025 U	0.024 U	0.045 U	0.049 U	0.046 U	0.049 U	0.024 U	0.042 U	0.059 U	0.065 U	0.042 U	0.026 U	0.053 U	NA
SB-5	02/14/2024	1/4/1900	0.0	0.0012 U	0.0014 U	0.0018 U	0.0024 U	0.0061 U	16.6	0.013 U	0.0062 U	0.0058 U	0.018 U	0.011 I	0.0051 U	0.015 I	0.026 I	0.033 I	0									

= Concentration converted to benzo(a)pyrene equivalent column

Benzo(a)pyrene Conversion Table

For Direct Exposure Soil Cleanup Target Levels

Instructions can be found below the table

Facility/Site Name:	Port Consolidated Inc (Pacific Pride)
Site Location:	Palatka, FL
Facility/Site ID No.:	54/8515805

SCTL Type	Value	Units
Residential Direct Exposure SCTL	0.1	mg/kg
Industrial Direct Exposure SCTL	0.7	mg/kg
Alternative SCTL (Optional)		mg/kg
Site Specific Background (Optional)		mg/kg

TEF = Toxic Equivalency Factor

	Soil Sample #	SB-2	SB-5	SB-14							
	Sample Date	2/14/2024	2/14/2024	2/14/2024							
	Sample Location:	SB-2	SB-5	SB-14							
	Depth (ft):	4	4	4							
Contaminant Concentrations											
Contaminant	TEF	SB-2 (mg/kg)	SB-5 (mg/kg)	SB-14 (mg/kg)							
Benzo(a)pyrene	1.0	0.0045	0.026	0.09							
Benzo(a)anthracene	0.1	0.0093	0.015	0.0475							
Benzo(b)fluoranthene	0.1	0.012	0.033	0.095							
Benzo(k)fluoranthene	0.01	0.0048	0.014	0.095							
Chrysene	0.001	0.0069	0.016	0.0475							
Dibenz(a,h)anthracene	1.0	0.00415	0.0043	0.08							
Indeno(1,2,3-cd)pyrene	0.1	0.0041	0.018	0.08							
Benzo(a)pyrene Equivalents											
Contaminant	TEF	SB-2 (mg/kg)	SB-5 (mg/kg)	SB-14 (mg/kg)							
Benzo(a)pyrene	1.0	0.0045	0.0260	0.0900	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Benzo(a)anthracene	0.1	0.0009	0.0015	0.0048	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Benzo(b)fluoranthene	0.1	0.0012	0.0033	0.0095	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Benzo(k)fluoranthene	0.01	0.0000	0.0001	0.0010	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Chrysene	0.001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Dibenz(a,h)anthracene	1.0	0.0042	0.0043	0.0800	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Indeno(1,2,3-cd)pyrene	0.1	0.0004	0.0018	0.0080	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total Equivalents											
Total Benzo(a)pyrene Equivalents		0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Comparisons to SCTLs											
Does This Sample Exceed:	SB-2 (mg/kg)	SB-5 (mg/kg)	SB-14 (mg/kg)								
The Residential Direct Exposure SCTL of 0.1 mg/kg?	OK	OK	EXCEEDS	OK	OK	OK	OK	OK	OK	OK	OK
The Industrial Direct Exposure SCTL of 0.7 mg/kg?	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
No Alternative SCTL Given	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
No Site Specific Background Given	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

TABLE 2: SOIL ANALYTICAL SUMMARY - TRPHs and TRPH Fractions

Facility Name: Port Consolidated Inc

Facility ID#: 54/8515805

See notes
at end of
table.

Sample				Laboratory Analyses														Comments
Sample ID	Date Collected	OVA	Depth (fbls)	TRPHs (FLPRO)	C10-C12 Aliphatic Hydrocarbons	C10-C12 Aromatic Hydrocarbons	C12-C16 Aliphatic Hydrocarbons	C12-C16 Aromatic Hydrocarbons	C16-C21 Aromatic Hydrocarbons	C16-C35 Aliphatic Hydrocarbons	C21-C35 Aromatic Hydrocarbons	C5-C6 Aliphatic Hydrocarbons	C5-C7 Aromatic Hydrocarbons	C6-C8 Aliphatic Hydrocarbons	C7-C8 Aromatic Hydrocarbons	C8-C10 Aliphatic Hydrocarbons	C8-C10 Aromatic Hydrocarbons	
				(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Leachability Based on Groundwater Criteria				340	51000	520	**	1000	3200	**	25000	470	34	1300	59	7000	340	
Direct Exposure Residential (mg/kg)				460	1700	900	2900	1500	1300	42000	2300	6200	340	8700	490	850	460	
Direct Exposure Commercial/Industrial (mg/kg)				2700	10000	5900	21000	12000	11000	NA	40000	NA	NA	46000	3700	4800	2700	
SB-14	02/14/2024	4	148.6	8770	506	258	2030	1030	928	2360	202	47.3 U	26.3 U	47.3 U	47.3 U	65.7 I	67.9 I	

Notes:

NA = Not Available

NS = Not Sampled

* = Leachability value may be determined using TCLP.

** = Not a health concern for this exposure scenario.

TABLE 3: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - VOCs, PAHs and TRPHs

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Analytical Results = ug/L
NA = Not Analyzed
I = The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit
U = Compound was analyzed but not detected
J = Estimated Result
MW-5 representative of TW-1

Sample Location	Date	Benzene	Ethylbenzene	MTBE	Toluene	Total Xylenes	Lead	EDB	1,2-Di-chloro-ethane	FL-PRO TRPH	Naphthalene	1-Methylnaphthalene	2-Methylnaphthalene	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)pyrene	Benzo(k)fluoranthene	Benzo(g,h,i)perylene	Benzo(k)fluoranthene	Chrysene	Dibenz (a,h) anthra-cene	Fluoran-thene	Fluorene	Indeno (1,2,3-cd) pyrene	Phenanthrene	Pyrene
GCTLs		1	30	20	40	20	15	0.02	3	5000	14	280	28	20	210	2100	.05a	.2**	.05a	210	.5	4.8	.005a	280	280	.05a	210	210
NADCs		100	300	200	400	200	150	2	300	50000	140	2800	280	200	2100	21000	5	20	5	2100	50	480	.5	2800	2800	5	2100	2100
CW-3	12/21/1998	2.0 U	2.0 U		2.0 U	2.0 U	NA	NA		NA	13	20	27	10 U	27	10 U	10 U					10 U		10 U	10 U	10 U	10 U	10 U
PW-1 (DP-3)	5/9/2013	0.34 U	0.26 U		0.45 U	1.3 U	1.5 I	0.0069 U		630	0.99	23	19	1.70	0.32	0.54	0.020 I					0.024 I		0.21	2.6	0.031 U	1.3	0.18 I
PW-2 (DP-16)	5/9/2013	1.6	.29		0.45 U	1.3 U	1.5 I	0.0069 U		180 I	23	4.0	6.1	0.099 I	0.021 I	0.012 U	0.025 I					0.017 U		0.014 U	0.097 I	2.0	0.14 I	0.023 I
PW-3 (DP-29)	5/9/2013	0.34 U	0.26 U		0.45 U	1.3 U	1.5 I	0.0069 U		130 I	0.89	3.2	0.18 I	0.24	0.018 I	0.034 I	0.011 U					0.017 U		0.014 U	0.28	3.9	0.067 I	0.039 I
TW-1*	5/10/2023	0.78 I	0.60 I	1.2 U	5.2	4.6 I	84.7	0.0077 U	0.27 U	9700 I	5.0	2.7	3.3	0.094 I	0.15 I	0.081 I	0.057 I	0.18 I	0.15 I	0.29 I	0.29 I	0.12 I	0.026 U	0.051 I	0.070 I	0.025 I	0.028 U	0.025 U
MW-1	2/22/2024	0.30 U	0.55 I	1.2 U	0.33 U	2.1 U	3.3 I	0.0075 U		1300	0.27 I	0.14 I	0.063 U	0.070 I	0.029 U	0.019 U	0.019 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 U	0.043 I	0.022 U	0.018 U	0.030 U
MW-2	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0077 U		2000	0.84 I	11.4	7.1	0.31 I	0.029 U	0.044 I	0.019 U	0.020 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.034 I	0.42 I	0.022 U	0.082 I	0.030 U
MW-3	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0077 U		1900	0.69 I	6.6	1.0 I	0.31 I	0.029 U	0.049 I	0.018 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.058 I	0.38 I	0.022 U	0.15 I	0.036 I
MW-4	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0078 U		2000	1.5 I	92.5	103	0.62	0.029 U	0.040 I	0.019 U	0.020 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 I	1.1	0.022 U	0.13 I	0.030 U
MW-5*	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0076 U		990	0.39 I	1.3 I	1.5 I	0.29 I	0.028 U	0.068 I	0.018 U	0.019 U	0.024 U	0.021 U	0.022 U	0.023 U	0.023 U	0.12 I	0.27 I	0.022 U	0.56	0.081 I
MW-6	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0078 U		740 U	0.27 U	0.17 I	0.19 I	0.019 I	0.029 U	0.019 U	0.019 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.024 I	0.019 I	0.022 U	0.018 U	0.032 I
MW-7	2/22/2024	0.30 U	11.1	1.2 U	0.33 U	2.1 U	2.1 U	0.0076 U		2300	69.8	73.3	59.8	0.38 I	0.029 U	0.045 I	0.018 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 U	0.41 I	0.022 U	0.10 I	0.029 U
MW-8	2/22/2024	1.4	63.5	1.2 U	0.37 I	2.1 U	2.1 U	0.0077 U		7200	168	39.5	47.2	0.69	0.029 U	0.066 I	0.019 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 U	0.86	0.022 U	0.30 I	0.039 I

TABLE 4: GROUNDWATER ELEVATION DATA

Facility Name: Port Consolidated Inc - Pacific Pride
 Facility ID: 54/8515805

All Measurements = Feet
 FP = Free Product
 UK = Unknown
 NM= Not Measured

WELL NO.	MW-1			MW-2			MW-3			MW-4			MW-5		
DIAMETER	2	in.		2	in.		2	in.		2	in.		2	in.	
WELL DEPTH	12.00	feet		12.00	feet		12.00	feet		12.00	feet		12.00	feet	
SCREEN INTERVAL	2-12	feet		2-12	feet		2-12	feet		2-12	feet		2-12	feet	
TOC ELEVATION	83.89	feet		83.83	feet		83.97	feet		83.69	feet		85.14	feet	

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
2/22/2024	78.33	5.56		78.66	5.17		79.11	4.86		78.89	4.80		80.48	4.66	

WELL NO.	MW-6			MW-7			MW-8								
DIAMETER	2	in.		2	in.		2	in.			in.			in.	
WELL DEPTH	12.00	feet		12.00	feet		12.00	feet			feet			feet	
SCREEN INTERVAL	2-12	feet		2-12	feet		2-12	feet			feet			feet	
TOC ELEVATION	85.34	feet		85.25	feet		85.04	feet			feet			feet	

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
2/22/2024	80.49	4.85		80.42	4.83		80.33	4.71							

WELL NO.															
DIAMETER		in.			in.			in.			in.			in.	
WELL DEPTH		feet			feet			feet			feet			feet	
SCREEN INTERVAL		feet			feet			feet			feet			feet	
TOC ELEVATION		feet			feet			feet			feet			feet	

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP

Kevin Sharbaugh

From: Lee Ford <lford@montrose-env.com>
Sent: Tuesday, April 16, 2024 8:36 AM
To: Kevin Sharbaugh
Cc: Travis Both
Subject: 100 Reid Street - Assessment Schedule

Good Morning Kevin,

Just a courtesy notice to let you know we are scheduled to conduct additional environmental assessment activities at the 100 Reid Street property on 4/30 and 5/31. On these dates we will be conducting additional soil assessment to confirm or deny the presence of contaminated soil in one location and installing additional groundwater monitoring wells in an effort to further delineate the groundwater contaminant plume. We will be returning on 5/31 to obtain groundwater samples from the newly installed wells.

Thank you again for the opportunity manage the state-funded assessment activities on your behalf. Please do not hesitate to contact me if you have any questions or concerns.

Lee Ford
Senior Principal
Montrose Environmental
Tampa, FL | US Eastern Time
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TABLE 3: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - VOCs, PAHs and TRPHs

Facility Name: Port Consolidated Inc - Pacific Pride
Facility ID#: 54/8515805

Analytical Results = ug/L
NA = Not Analyzed
I = The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit
U = Compound was analyzed but not detected
J = Estimated Result
MW-5 representative of TW-1

Sample Location	Date	Benzene	Ethylbenzene	MTBE	Toluene	Total Xylenes	Lead	EDB	1,2-Di-chloro-ethane	FL-PRO TRPH	Naphthalene	1-Methylnaphthalene	2-Methylnaphthalene	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)pyrene	Benzo(k)fluoranthene	Benzo(g,h,i)perylene	Benzo(k)fluoranthene	Chrysene	Dibenz (a,h) anthra-cene	Fluoran-thene	Fluorene	Indeno (1,2,3-cd) pyrene	Phenanthrene	Pyrene
GCTLs		1	30	20	40	20	15	0.02	3	5000	14	280	28	20	210	2100	.05a	.2**	.05a	210	.5	4.8	.005a	280	280	.05a	210	210
NADCs		100	300	200	400	200	150	2	300	50000	140	2800	280	200	2100	21000	5	20	5	2100	50	480	.5	2800	2800	5	2100	2100
CW-3	12/21/1998	2.0 U	2.0 U		2.0 U	2.0 U	NA	NA		NA	13	20	27	10 U	27	10 U	10 U					10 U		10 U	10 U	10 U	10 U	10 U
PW-1 (DP-3)	5/9/2013	0.34 U	0.26 U		0.45 U	1.3 U	1.5 I	0.0069 U		630	0.99	23	19	1.70	0.32	0.54	0.020 I					0.024 I		0.21	2.6	0.031 U	1.3	0.18 I
PW-2 (DP-16)	5/9/2013	1.6	.29		0.45 U	1.3 U	1.5 I	0.0069 U		180 I	23	4.0	6.1	0.099 I	0.021 I	0.012 U	0.025 I					0.017 U		0.014 U	0.097 I	2.0	0.14 I	0.023 I
PW-3 (DP-29)	5/9/2013	0.34 U	0.26 U		0.45 U	1.3 U	1.5 I	0.0069 U		130 I	0.89	3.2	0.18 I	0.24	0.018 I	0.034 I	0.011 U					0.017 U		0.014 U	0.28	3.9	0.067 I	0.039 I
TW-1*	5/10/2023	0.78 I	0.60 I	1.2 U	5.2	4.6 I	84.7	0.0077 U	0.27 U	9700 I	5.0	2.7	3.3	0.094 I	0.15 I	0.081 I	0.057 I	0.18 I	0.15 I	0.29 I	0.29 I	0.12 I	0.026 U	0.051 I	0.070 I	0.025 I	0.028 U	0.025 U
MW-1	2/22/2024	0.30 U	0.55 I	1.2 U	0.33 U	2.1 U	3.3 I	0.0075 U		1300	0.27 I	0.14 I	0.063 U	0.070 I	0.029 U	0.019 U	0.019 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 U	0.043 I	0.022 U	0.018 U	0.030 U
MW-2	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0077 U		2000	0.84 I	11.4	7.1	0.31 I	0.029 U	0.044 I	0.019 U	0.020 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.034 I	0.42 I	0.022 U	0.082 I	0.030 U
MW-3	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0077 U		1900	0.69 I	6.6	1.0 I	0.31 I	0.029 U	0.049 I	0.018 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.058 I	0.38 I	0.022 U	0.15 I	0.036 I
MW-4	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0078 U		2000	1.5 I	92.5	103	0.62	0.029 U	0.040 I	0.019 U	0.020 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 I	1.1	0.022 U	0.13 I	0.030 U
MW-5*	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0076 U		990	0.39 I	1.3 I	1.5 I	0.29 I	0.028 U	0.068 I	0.018 U	0.019 U	0.024 U	0.021 U	0.022 U	0.023 U	0.023 U	0.12 I	0.27 I	0.022 U	0.56	0.081 I
MW-6	2/22/2024	0.30 U	0.30 U	1.2 U	0.33 U	2.1 U	2.1 U	0.0078 U		740 U	0.27 U	0.17 I	0.19 I	0.019 I	0.029 U	0.019 U	0.019 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.024 I	0.019 I	0.022 U	0.018 U	0.032 I
MW-7	2/22/2024	0.30 U	11.1	1.2 U	0.33 U	2.1 U	2.1 U	0.0076 U		2300	69.8	73.3	59.8	0.38 I	0.029 U	0.045 I	0.018 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 U	0.41 I	0.022 U	0.10 I	0.029 U
MW-8	2/22/2024	1.4	63.5	1.2 U	0.37 I	2.1 U	2.1 U	0.0077 U		7200	168	39.5	47.2	0.69	0.029 U	0.066 I	0.019 U	0.019 U	0.025 U	0.021 U	0.022 U	0.024 U	0.023 U	0.017 U	0.86	0.022 U	0.30 I	0.039 I

TABLE 4: GROUNDWATER ELEVATION DATA

Facility Name: Port Consolidated Inc - Pacific Pride
 Facility ID: 54/8515805

All Measurements = Feet
 FP = Free Product
 UK = Unknown
 NM= Not Measured

WELL NO.	MW-1			MW-2			MW-3			MW-4			MW-5		
DIAMETER	2	in.		2	in.		2	in.		2	in.		2	in.	
WELL DEPTH	12.00	feet		12.00	feet		12.00	feet		12.00	feet		12.00	feet	
SCREEN INTERVAL	2-12	feet		2-12	feet		2-12	feet		2-12	feet		2-12	feet	
TOC ELEVATION	83.89	feet		83.83	feet		83.97	feet		83.69	feet		85.14	feet	

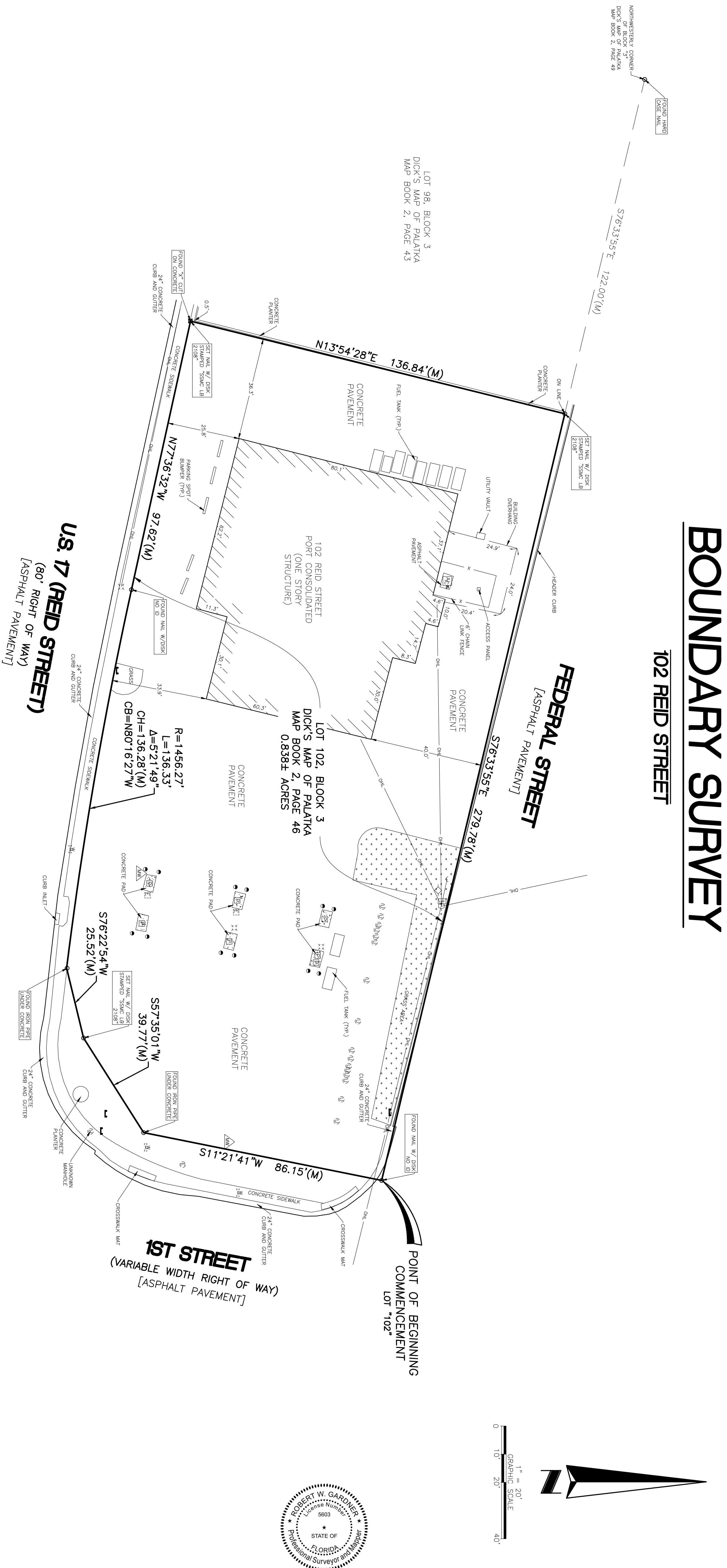
DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
2/22/2024	78.33	5.56		78.66	5.17		79.11	4.86		78.89	4.80		80.48	4.66	

WELL NO.	MW-6			MW-7			MW-8								
DIAMETER	2	in.		2	in.		2	in.			in.			in.	
WELL DEPTH	12.00	feet		12.00	feet		12.00	feet			feet			feet	
SCREEN INTERVAL	2-12	feet		2-12	feet		2-12	feet			feet			feet	
TOC ELEVATION	85.34	feet		85.25	feet		85.04	feet			feet			feet	

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
2/22/2024	80.49	4.85		80.42	4.83		80.33	4.71							

WELL NO.															
DIAMETER		in.			in.			in.			in.			in.	
WELL DEPTH		feet			feet			feet			feet			feet	
SCREEN INTERVAL		feet			feet			feet			feet			feet	
TOC ELEVATION		feet			feet			feet			feet			feet	

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP



1 OF 1	DRAWING NUMBER 68066001 SHEET NUMBER	Certified to:	Boundary Survey			REVISION DATE	REVISION	BY	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8841 Bypine Road, Suite 5 Jacksonville, Florida 32256 (904) 737-5990 e-mail: info@southeasternsurveying.com Certification Number LB2108  SSMC SUE • SURVEY • GIS Digitally signed by Robert W Gardner DN: cn=US, o=Florida, ou=Qualifier-0014100000001, 79CCB05D8C00016489, cn=Robert W Gardner Date: 2022.07.12 13:55:14 -0400 Robert W. Gardner Registered Land Surveyor Number 5003
		Port Consolidated, Inc.	Project:	102 REID STREET PALATKA, FLORIDA					
		Field Date:	Drawn By:	Scale:	SHEET NUMBER 1 OF 1 NOT VALID WITHOUT SHEETS 1 THROUGH 1				
		06/16/2022	JLVM	1" = 20'					

Inspection Report

Charlie Douglas

Property Address:

102 Reid St

Palatka FL 32177





1st Choice Inspectors LLC

**Randall Keith Motes HI8371
648 W Peniel Road
Palatka, FL 32177
386-916-0966
randy@1sthomepro.com
HI8371**

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Date: 9/20/2023	Time:	Report ID: 2395508Comm
Property: 102 Reid St Palatka FL 32177	Customer: Charlie Douglas	Real Estate Professional:

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this building. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = Inspector(s) visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI) = Inspector(s) did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this building or building.

(Summary items) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

In Attendance:

Inspector(s) Only

Type of building:

Office Building and Warehouse

Approximate age of building:

77 Years Old As Per Public Records

Building Faces:

South

Temperature:

Over 65 (F) = 18 (C)

Weather:

Partly Cloudy

1. Exterior

The building inspector shall observe: Wall cladding, flashings, and trim; Entryway doors and a representative number of windows; Garage door operators; Decks, balconies, stoops, steps, areaways, porches and applicable railings; Eaves, soffits, and fascias; and Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building. The building inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed controls for any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing; and Probe exterior wood components where deterioration is suspected. The building inspector is not required to observe: Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; Fences; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters; Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The building inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

Styles & Materials

Siding Material/Style:	Exterior Entry Doors:	Appurtenance:
Metal	Metal	Carport(s)
Stucco	Wood	
Masonry	Glass door	
Driveway:	General Topography:	Number of Parking levels:
Concrete	Flat and Sloped	One
Access Roads:	Storm Water Drain:	
City Street	Discharges at street	

Items

1.0 General Information

(1) Not Inspected.

Subject has an open fenced area that was not part of the inspection.

Visibility and access to some areas was limited due to furnishings, equipment etc..

In general, cosmetic issues are not covered and/or listed as a part of this report.

Inspector recommends that qualified, licensed contractors be used in your further inspection or repair/replace issues and comments in this report.

Fences/fencing/gates are not part of the inspection.



1.0 Item 1 (Picture)



1.0 Item 2 (Picture)



1.0 Item 3 (Picture)



1.0 Item 4 (Picture)



1.0 Item 5 (Picture)



1.0 Item 6 (Picture)



1.0 Item 7 (Picture)



1.0 Item 8 (Picture)



1.0 Item 9 (Picture)



1.0 Item 10 (Picture)

(2) Inspector recommends that you check with county permitting and make sure all work, additions, outbuildings etc. Have been permitted.

Along with other limitations and exclusions. (See Inspection Agreement).

Environmental spills and/or issues are not part of this inspection.

Liquid, dark areas, and containers observed in several areas.



1.0 Item 11 (Picture)



1.0 Item 12 (Picture)



1.0 Item 13 (Picture)



1.0 Item 14 (Picture)



1.0 Item 15 (Picture)



1.0 Item 16 (Picture)



1.0 Item 17 (Picture)



1.0 Item 18 (Picture)



1.0 Item 19 (Picture)

1.1 Siding, Flashing and Trim

(1) Inspector recommends repairs and further evaluation by a licensed contractor.

Cracks/openings, holes, gaps, etc., on the exterior should be sealed to prevent water intrusion.

Small amount of wood rot or damage observed.



1.1 Item 1 (Picture)



1.1 Item 2 (Picture)



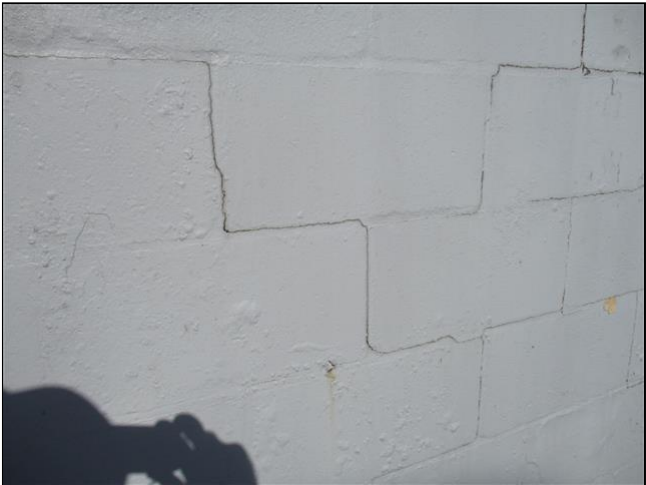
1.1 Item 3 (Picture)



1.1 Item 4 (Picture)



1.1 Item 5 (Picture)



1.1 Item 6 (Picture)



1.1 Item 7 (Picture)



1.1 Item 8 (Picture)



1.1 Item 9 (Picture)



1.1 Item 10 (Picture)



1.1 Item 11 (Picture)



1.1 Item 12 (Picture)



1.1 Item 13 (Picture)



1.1 Item 14 (Picture)



1.1 Item 15 (Picture)



1.1 Item 16 (Picture)



1.1 Item 17 (Picture)



1.1 Item 18 (Picture)



1.1 Item 19 (Picture)



1.1 Item 20 (Picture)



1.1 Item 21 (Picture)



1.1 Item 22 (Picture)

(2) Based on the age of the building, there may be some lead paint. It would need to be tested to confirm. If the paint is lead, it may have to be covered or removed, in a particular manner. Lead paint can be an issue with some lenders.

Inspector recommends a termite inspection by a licensed pest control professional.

Wood destroying organisms (WDO), i.e. termites, powder post beetles and old house borers are active in Florida all year. WDO protection is necessary to limit your risk of infestation. You must take action to protect your building from termites and other wood destroying organisms. Recommend maintaining a visible barrier (clearance) of vegetation and soil medium from the home's foundation and siding. Horizontally - 24" for plants and 6" for grass. Vertically - 6" for soil medium and vegetation. Maintaining that barrier may aid in preventing a habitat for moisture build up, which may create conducive conditions for wood destroying organisms. Yearly maintenance is highly recommended. If there is ANY indication of wood rot or damage in this report or any other report concerning this property, you must have further evaluation of the possible WDO issue, by a Licensed Pest Control Company, who can provide treatment and/or repairs and guarantee the WDO issue has been eliminated, for your protection. Even if no wood rot or damage observations are noted in the report,

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND READILY ACCESSIBLE AT THE TIME OF INSPECTION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS (WDO) OR DAMAGE OR OTHER EVIDENCE.

It is highly recommended that the customer attain a preventative termite treatment and/or maintain a transferable termite bond, on the property. The customer agrees and understands that 1st Choice Inspectors LLC is not a pest control company, has not made an inspection for WDO, and will not be liable for any WDO issues.

Stucco application and underlying conditions cannot be determined by a visual inspection alone. This is beyond the scope of the inspection we performed. Even the type of system can sometimes be hard to identify due to builders and siding applicators using "custom" techniques. In some cases, stucco systems may allow moisture to penetrate the exterior and become trapped, creating latent problems. If issues arise, you should consult a certified stucco specialist to further evaluate your stucco system and test for the possibility of moisture intrusion.

Some paint is failing on the exterior.



1.1 Item 23 (Picture)



1.1 Item 24 (Picture)



1.1 Item 25 (Picture)

1.2 Eaves, Soffits and Fascias

Some wood rot or damage observed.



1.2 Item 1 (Picture)



1.2 Item 2 (Picture)



1.2 Item 3 (Picture)



1.2 Item 4 (Picture)



1.2 Item 5 (Picture)

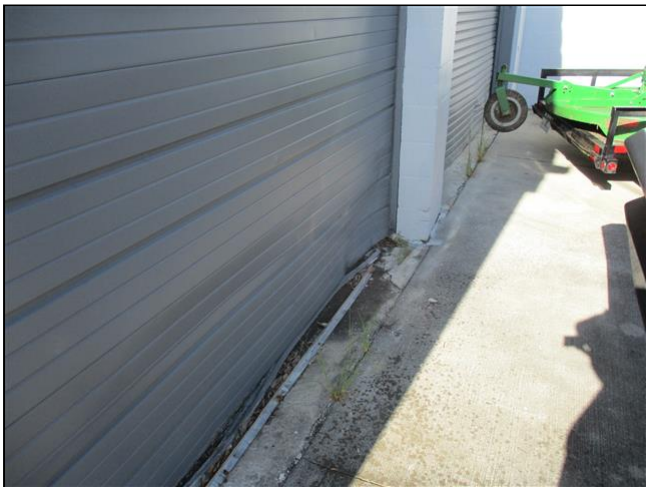


1.2 Item 6 (Picture)

1.3 Doors (Exterior)

(1) The large doors on the north side, east end had some damage.

The large door on the north side, west end had some damage. Could not get this door to open.



1.3 Item 1 (Picture)



1.3 Item 2 (Picture)



1.3 Item 3 (Picture)



1.3 Item 4 (Picture)



1.3 Item 5 (Picture)



1.3 Item 6 (Picture)



1.3 Item 7 (Picture)



1.3 Item 8 (Picture)



1.3 Item 9 (Picture)



1.3 Item 10 (Picture)



1.3 Item 11 (Picture)

(2) The large doors on the north side, east end were not inspected for function.

The large door on the north side, west end was not inspected for function.

The large door on the south side, west end was not inspected for function.

For the doors not inspected for function, the doors and/or locks were jammed or blocked.

The large door on the south side, east end had a missing roller.



1.3 Item 12 (Picture)



1.3 Item 13 (Picture)



1.3 Item 14 (Picture)



1.3 Item 15 (Picture)



1.3 Item 16 (Picture)

(3) Small amount of damage observed.



1.3 Item 17 (Picture)



1.3 Item 18 (Picture)

1.4 Decks, Balconies, Stoops, Steps, Areaways, Porches, Patio/Cover and Applicable Railings

Steps/stairs and/or elevated decks/porches, balconies, should have handrails and/or guard rails with vertical balusters/spindles with spacing of less than 4 inches for safety.

Horizontal rails on stairs or decks, is considered a safety issue.



1.4 Item 1 (Picture)



1.4 Item 2 (Picture)

1.5 Windows

A couple of windows were broke.



1.5 Item 1 (Picture)



1.5 Item 2 (Picture)



1.5 Item 3 (Picture)



1.5 Item 4 (Picture)

1.6 General topography, parking areas and sidewalks

(1) Uneven areas can be a trip hazard.

Damaged and uneven areas in multiple locations around the building and parking areas.



1.6 Item 1 (Picture)



1.6 Item 2 (Picture)



1.6 Item 3 (Picture)



1.6 Item 4 (Picture)



1.6 Item 5 (Picture)

(2) The grounds are generally level around the building with positive drainage away from the structure.

The exterior of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

2. Basement, Crawl Spaces, Foundations, and Structure

The Home Inspector shall observe structural components including foundations, floors, walls, columns or piers, ceilings and roof. The building inspector shall describe the type of Foundation, floor structure, wall structure, columns or piers, ceiling structure, roof structure. The building inspector shall: Probe structural components where deterioration is suspected; Enter under floor crawl spaces, basements, and attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected; Report the methods used to observe under floor crawl spaces and attics; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The building inspector is not required to: Enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely effect the health of the building inspector or other persons.

Styles & Materials

Foundation: Poured concrete	Floor Structure: Concrete Slab	Wall Structure: Metal Masonry
Ceiling Structure: Metal rafters Steel beams		

Items

- 2.0 Walls (Structural)
Inspected
- 2.1 Floors (Structural)
Inspected
- 2.2 Ceilings (Structural)
Inspected
- 2.3 Addition
Inspector recommends further evaluation by a licensed contractor.

Wood rot or damage observed.

Bottom chord of the trusses appear to be sagging.



2.3 Item 1 (Picture)



2.3 Item 2 (Picture)

The structure of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

3. Roofing

The building inspector shall observe: Roof covering; Roof drainage systems; Flashings; Skylights, chimneys, and roof penetrations; and Signs of leaks or abnormal condensation on building components. The building inspector shall: Describe the type of roof covering materials; and Report the methods used to observe the roofing. The building inspector is not required to: Walk on the roofing; or Observe attached accessories including but not limited to solar systems, antennae, and lightning arrestors.

Styles & Materials

Roof Covering: Metal Built-up	Viewed roof covering from: Walked roof	Roof Structure: Steel trusses Metal beams
Roof-Type: Gable Shed	Method used to observe attic: Walked Crawled Limited visibility Limited access	Attic Insulation: Batt
Chimney (exterior): Brick		

Items

3.0 Roof Coverings

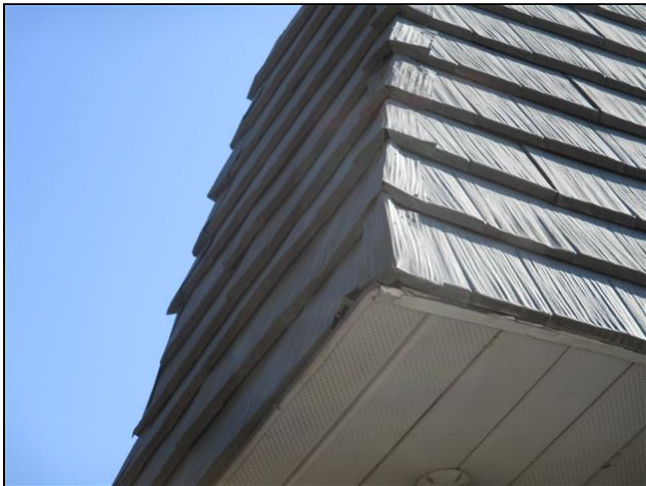
Inspector recommends repairs and further evaluation by a licensed roofer.

Some pictures are added for general information.

The roof covering is older, and the life of covering has nearly expired. The covering may need to be covered and/or coated and/or replaced. While it could last a year or so, some areas need patching.

Some rust and damage observed.

Some wood rot or damage observed.



3.0 Item 1 (Picture)



3.0 Item 2 (Picture)



3.0 Item 3 (Picture)



3.0 Item 4 (Picture)



3.0 Item 5 (Picture)



3.0 Item 6 (Picture)



3.0 Item 7 (Picture)



3.0 Item 8 (Picture)



3.0 Item 9 (Picture)



3.0 Item 10 (Picture)



3.0 Item 11 (Picture)



3.0 Item 12 (Picture)



3.0 Item 13 (Picture)



3.0 Item 14 (Picture)



3.0 Item 15 (Picture)



3.0 Item 16 (Picture)



3.0 Item 17 (Picture)



3.0 Item 18 (Picture)



3.0 Item 19 (Picture)



3.0 Item 20 (Picture)



3.0 Item 21 (Picture)



3.0 Item 22 (Picture)



3.0 Item 23 (Picture)



3.0 Item 24 (Picture)



3.0 Item 25 (Picture)



3.0 Item 26 (Picture)



3.0 Item 27 (Picture)



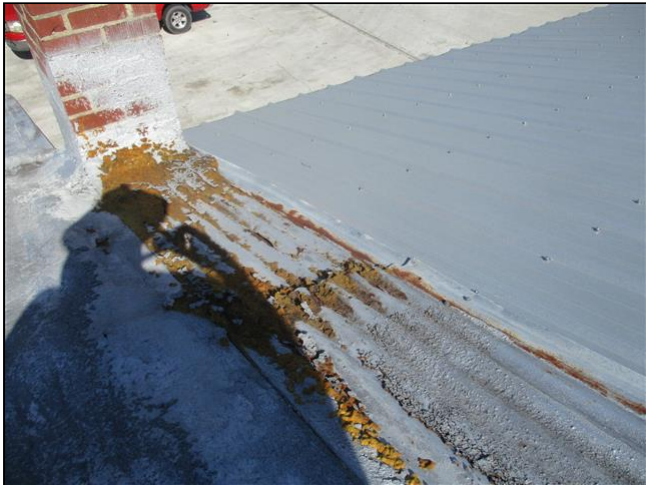
3.0 Item 28 (Picture)



3.0 Item 29 (Picture)



3.0 Item 30 (Picture)



3.0 Item 31 (Picture)



3.0 Item 32 (Picture)



3.0 Item 33 (Picture)



3.0 Item 34 (Picture)

3.1 Roof Drainage Systems

Gutters are damaged in areas.



3.1 Item 1 (Picture)



3.1 Item 2 (Picture)

3.2 Roof Structure and Attic

Some insulation is missing and/or moved.



3.2 Item 1 (Picture)



3.2 Item 2 (Picture)



3.2 Item 3 (Picture)



3.2 Item 4 (Picture)



3.2 Item 5 (Picture)

3.3 Insulation in Attic

Insulation was approximately 4 to 6 inches thick.

Insulation is missing/moved in areas and should be replaced for energy efficiency.



3.3 Item 1 (Picture)



3.3 Item 2 (Picture)

The roof of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Roof coverings and skylights can appear to be leak proof during inspection and weather conditions. Our inspection makes an attempt to find a leak but sometimes cannot. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

4. HVAC Heat, Ventilation, Air Conditioning

The building inspector shall observe permanently installed heating and cooling systems including: Heating equipment; Cooling Equipment that is central to building; Normal operating controls; Automatic safety controls; Chimneys, flues, and vents, where readily visible; Solid fuel heating devices; Heat distribution systems including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units, convectors; and the presence of an installed heat source in each room. The building inspector shall describe: Energy source; and Heating equipment and distribution type. The building inspector shall operate the systems using normal operating controls. The building inspector shall open readily openable access panels provided by the manufacturer or installer for routine buildingowner maintenance. The building inspector is not required to: Operate heating systems when weather conditions or other circumstances may cause equipment damage; Operate automatic safety controls; Ignite or extinguish solid fuel fires; or Observe: The interior of flues; Fireplace insert flue connections; Humidifiers; Electronic air filters; or The uniformity or adequacy of heat supply to the various rooms.

Styles & Materials

Cooling Equipment Type:	Central Air Brand:	Heat Type:
Heat Pump Forced Air (also provides warm air)	LENNOX	Heat Pump Forced Air (also provides cool air)
Heat System Brand:	Energy Source:	Ductwork:
LENNOX	Electric	Partially visible Insulated

Items

4.0 Cooling and Air Handler Equipment

(1) Air handler was manufactured in 2009.

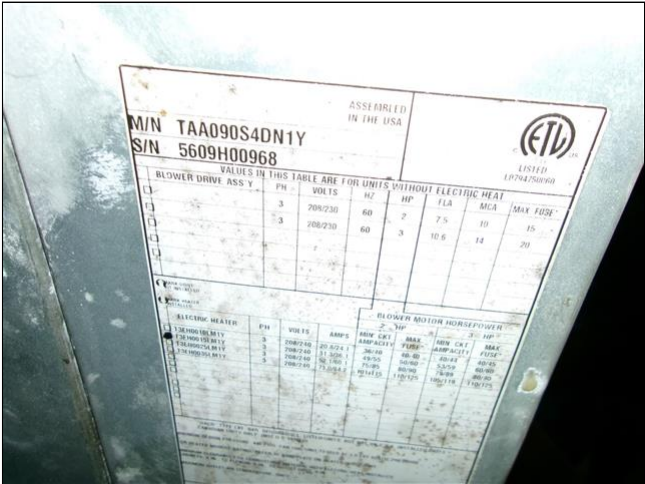
Cooling system came on and appeared to be working properly at the time of inspection.

Heating/cooling system is a heat pump forced air system. This means that the same system that supplies heat also supplies cooling. The heating system was not tested due to the fact that the outside temperature was above 65 degrees Fahrenheit and it is recommended that the heating system not be run when the outside temperature is above 65 degrees Fahrenheit. Since the same HVAC system supplies both heating and cooling, it is assumed that if the cooling system works then the heating system also works.

If the unit has not been serviced recently, inspector recommends that the HVAC system be serviced and then serviced annually by a licensed HVAC professional. Check with your HVAC professional in reference to frequency, changing/ cleaning your HVAC filter.



4.0 Item 1 (Picture)



4.0 Item 2 (Picture)

(2) The ambient air test was performed by using thermometers on the return air register of the air conditioner to determine if the difference in temperatures of the supply and return air are between 14 degrees and 22 degrees which indicates that the unit is cooling as intended. The supply air temperature on your system read 58 degrees, and the return air temperature was 74 degrees. This indicates the range in temperature drop is normal.



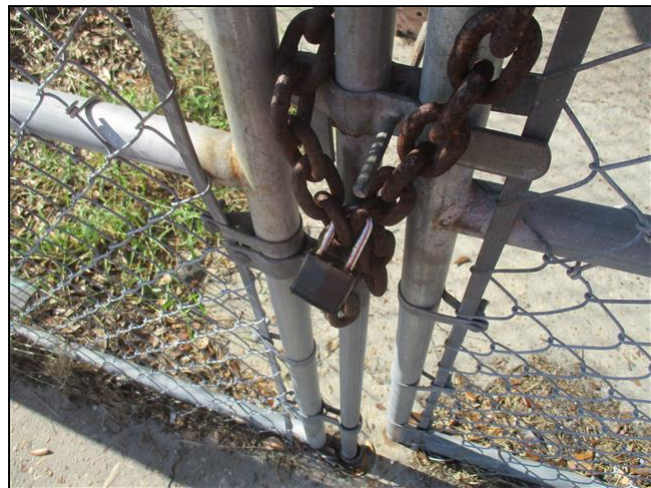
4.0 Item 3 (Picture)



4.0 Item 4 (Picture)

(3) HVAC condenser at the rear of building was not inspected.

Gate locked



4.0 Item 5 (Picture)



4.0 Item 6 (Picture)



4.0 Item 7 (Picture)

4.1 Normal Operating Controls

The thermostat is located in the hallway.



4.1 Item 1 (Picture)

4.2 Distribution Systems (including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units and convectors)

Inspected

4.3 Heating Equipment

Not inspected

4.4 Venting Systems (Kitchens, Restrooms and Laundry)

Inspected

The heating and cooling system of this building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed heat contractor would discover. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

5. Electrical System

The building inspector shall observe: Service entrance conductors; Service equipment, grounding equipment, main over current device, and main and distribution panels; Amperage and voltage ratings of the service; Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages; The operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; The operation of ground fault circuit interrupters; and Smoke detectors. The building inspector shall describe: Service amperage and voltage; Service entry conductor materials; Service type as being overhead or underground; and Location of main and distribution panels. The building inspector shall report any observed aluminum branch circuit wiring. The building inspector shall report on presence or absence of smoke detectors, and operate their test function, if accessible, except when detectors are part of a central system. The building inspector is not required to: Insert any tool, probe, or testing device inside the panels; Test or operate any over current device except ground fault circuit interrupters; Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels; or Observe: Low voltage systems; Security system devices, heat detectors, or carbon monoxide detectors; Telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; or Built-in vacuum equipment.

Styles & Materials

Electrical Service Conductors:	Panel Capacity:	Panel Type:
Overhead service	200 AMP	Circuit breakers
	100 AMP	
Electric Panel Manufacturer:	Wiring Methods:	
CUTLER HAMMER	Romex	
SIEMENS	Copper	
SQUARE D	Cloth wiring	

Items

5.0 Location of Main and Sub-Panels

(1) The main electric panels are located on the east side.

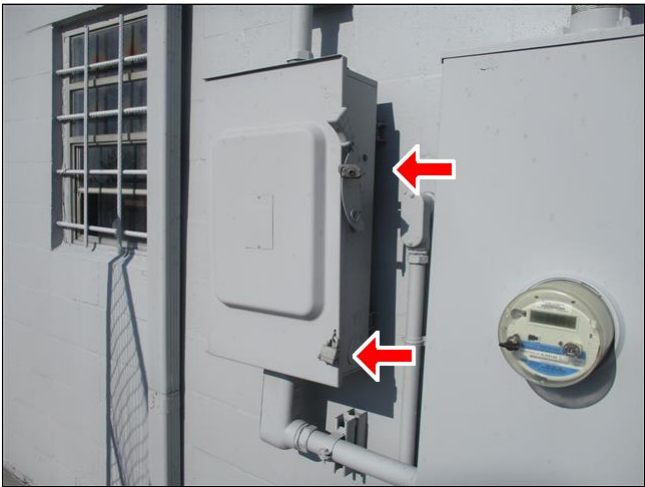
They were locked, therefore, not inspected.

Inspector recommends that they be inspected by a licensed professional prior to closing/purchasing.

Main electric panels may be the fuse type.



5.0 Item 1 (Picture)



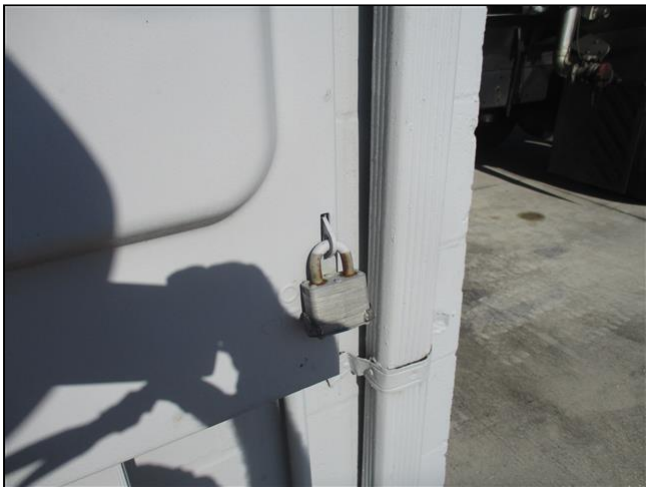
5.0 Item 2 (Picture)



5.0 Item 3 (Picture)



5.0 Item 4 (Picture)

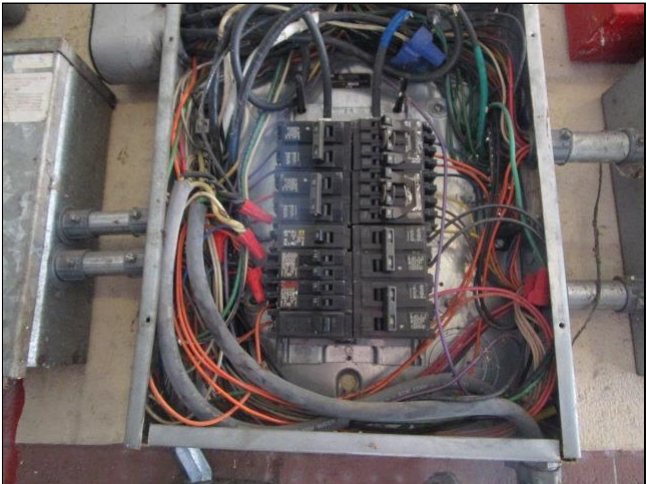


5.0 Item 5 (Picture)

(2) Electric sub-panels are located on the north and east interior walls.



5.0 Item 6 (Picture)



5.0 Item 7 (Picture)



5.0 Item 8 (Picture)

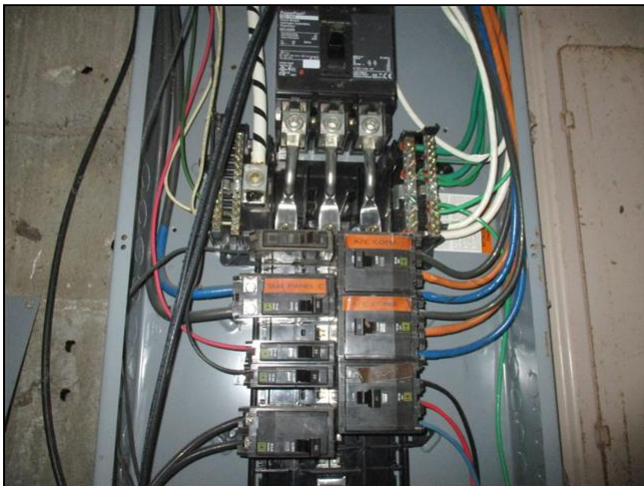
5.1 Service Entrance Conductors

Inspected

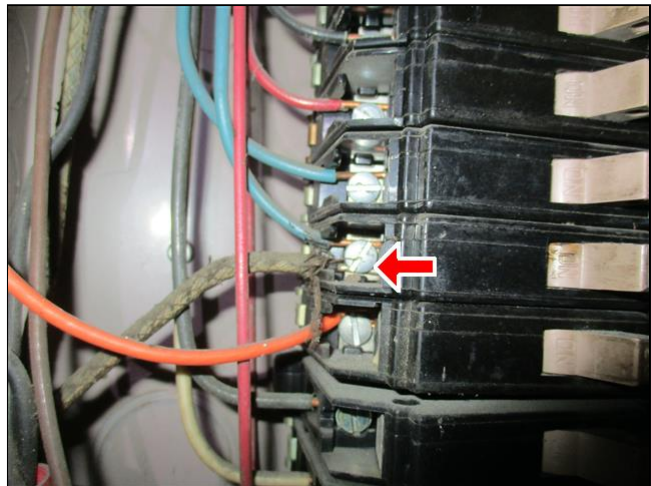
5.2 Meter Box, Main Disconnect, Service Grounding, Main Overcurrent Device, and Panels

(1) Grounds and neutrals should be separated in the electric sub-panel.

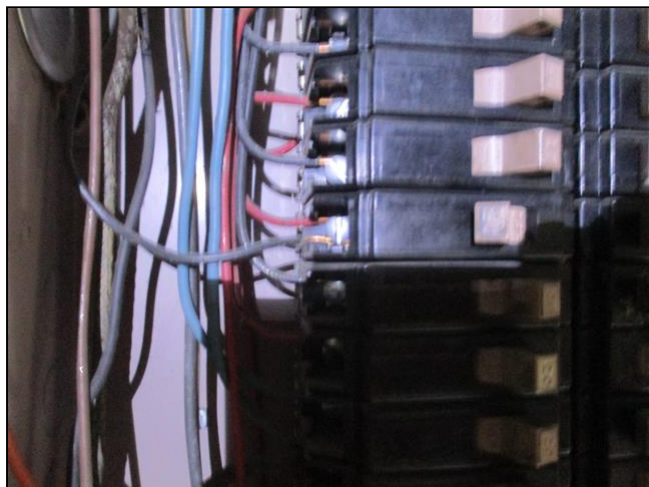
There was at least two double tapped breakers. Double tapped breakers are two wires going to one breaker and they are considered a safety hazard.



5.2 Item 1 (Picture)



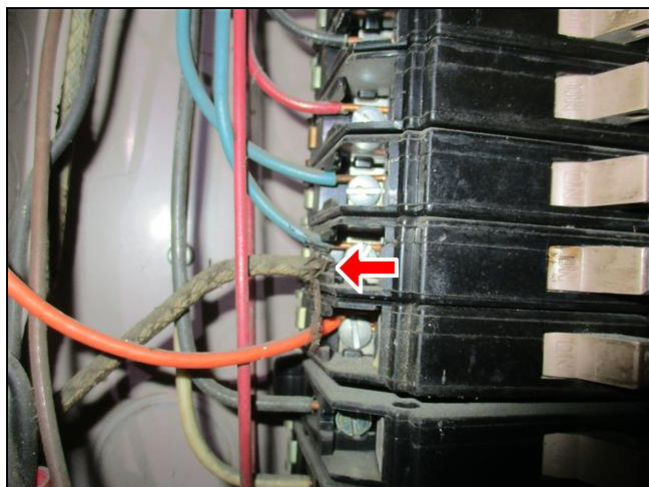
5.2 Item 2 (Picture)



5.2 Item 3 (Picture)

(2) Cloth wiring can be an issue when trying to obtain insurance. Some insurance companies may require that it be replaced.

Cloth wiring may be a safety issue, due to its age. Inspector recommends further evaluation by a licensed electrician.



5.2 Item 4 (Picture)

(3) At least one circuit breaker in the main electric panel, appears to be of a different brand than panel manufacturer. The manufacturer requires that only the circuit breakers listed on the label are allowed to be used inside the panel. Even though the mismatched circuit breakers are all "UL approved," they are not approved to be used in panels of different manufacturers unless so indicated on the panel label.

Some electricians consider some mismatched breakers, acceptable/safe.



5.2 Item 5 (Picture)

5.3 Switches, Receptacles, Light Fixtures and Visible Wiring/Conductors (observed a representative number and/or accessible)

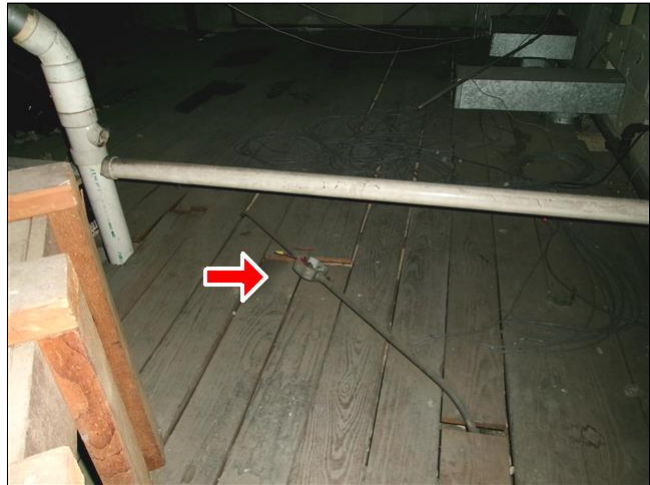
Exposed wires and wire nuts should be enclosed inside an electrical box.

Kitchen receptacle is damaged/scorched.

Inspector recommends repairs and further evaluation by a licensed electrician.



5.3 Item 1 (Picture)



5.3 Item 2 (Picture)



5.3 Item 3 (Picture)



5.3 Item 4 (Picture)



5.3 Item 5 (Picture)



5.3 Item 6 (Picture)

5.4 Polarity and Grounding of Receptacles (representative number and/or accessible)

Inspected

5.5 Operation of GFCI (Ground Fault Circuit Interrupters)

Inspected

5.6 Smoke/Carbon Monoxide Detectors

Not Inspected

Smoke/carbon monoxide detector(s) should be installed in all rooms/areas, except bathrooms and kitchens.

The smoke/carbon monoxide detector(s) should be tested and fresh batteries inserted (if not hard wired) upon moving into building.

The electrical system of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Outlets were not removed and the inspection was only visual. Any outlet not accessible (behind the refrigerator for example) was not inspected or accessible. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

6. Plumbing System

The building inspector shall observe: Interior water supply and distribution system, including: piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; and cross connections; Interior drain, waste, and vent system, including: traps; drain, waste, and vent piping; piping supports and pipe insulation; leaks; and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents; Fuel storage and distribution systems including: interior fuel storage equipment, supply piping, venting, and supports; leaks; and Sump pumps. The building inspector shall describe: Water supply and distribution piping materials; Drain, waste, and vent piping materials; Water heating equipment; and Location of main water supply shutoff device. The building inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance. The building inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve except water closet flush valves, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire and lawn sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, except as to functional flow and functional drainage; Swimming pools; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

Styles & Materials

Water Source:	Plumbing Water Distribution:	Plumbing Waste:
Public	Copper	PVC
	PVC	Cast iron
	CPVC	
	Braided metal	
Water Heater Power Source:	Water Heater Capacity:	Water Heater Location:
Electric	30 Gallon	Attic
WH Manufacturer:		
RELIANCE		

Items

6.0 Main Water Shut-off Device (Describe location)

Not located

6.1 Plumbing Drain, Waste and Vent Systems

(1) Men's bathroom sink was slow to drain.

Men's bathroom toilet has a sign that states it was broke, therefore it was not tested.

Inspector recommends repairs and further evaluation by a licensed plumber.



6.1 Item 1 (Picture)



6.1 Item 2 (Picture)

(2) Some corrosion observed on some the plumbing.

Inspector recommends repairs and further evaluation by a licensed plumber.



6.1 Item 3 (Picture)



6.1 Item 4 (Picture)



6.1 Item 5 (Picture)

6.2 Plumbing Water Supply, Distribution System and Fixtures

(1) Men's bathroom sink faucet is damaged.



6.2 Item 1 (Picture)

(2) Anti-siphon devices are recommended on exterior hose bibs to prevent cross contamination.

At least one of the exterior water faucet(s)/spigot(s), did not work.



6.2 Item 2 (Picture)

(3) The water was off in the bathroom in the back warehouse area and was not inspected.

Water was off at the wet bar sink in the conference room.



6.2 Item 3 (Picture)



6.2 Item 4 (Picture)

(4) Some of the water supply lines appear to be older copper. Copper plumbing lines, over time, will leak and may need to be repaired or replaced.



6.2 Item 5 (Picture)

6.3 Hot Water Systems, Controls, Chimneys, Flues and Vents

Water heater was manufactured in 2019.

Life expectancy is generally 5 to 10 years.

It appeared to be working properly at the time of inspection.



6.3 Item 1 (Picture)



6.3 Item 2 (Picture)

The plumbing in the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Washing machine drain line for example cannot be checked for leaks or the ability to handle the volume during drain cycle. Older buildings with galvanized supply lines or cast iron drain lines can be obstructed and barely working during an inspection but then fails under heavy use. If the water is turned off or not used for periods of time (like a vacant building waiting for closing) rust or deposits within the pipes can further clog the piping system. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

7. Interiors

The building inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows. The building inspector shall: Operate a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The building inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

Styles & Materials

Ceiling Materials:	Wall Material:	Floor Covering(s):
Suspended ceiling panels	Paneling	Carpet
Drywall	Drywall	Linoleum
	Metal	Tile
	Masonry block	Vinyl tile
Interior Doors:	Window Types:	
Wood	Single pane	
Solid and Hollow core	Fixed Window(s)	

Items

7.0 Ceilings

(1) Excessive moisture observed on the kitchen ceiling in one area.

Source was not determined. There was an HVAC duct above the ceiling in that area. Leak and/or excessive moisture may be from the HVAC duct.

Hole in ceiling.



7.0 Item 1 (Picture)



7.0 Item 2 (Picture)



7.0 Item 3 (Picture)

(2) Stains observed on the ceiling in several areas, no excessive moisture at time of inspection.

Some insulation is missing and/or moved.



7.0 Item 4 (Picture)



7.0 Item 5 (Picture)



7.0 Item 6 (Picture)



7.0 Item 7 (Picture)



7.0 Item 8 (Picture)



7.0 Item 9 (Picture)

(3) Some damaged ceilings in the warehouse on the east side.

Inspector was not able to determine if there were leaks associated with these areas.

The infrared camera did not produce conclusive results.



7.0 Item 10 (Picture)



7.0 Item 11 (Picture)



7.0 Item 12 (Picture)



7.0 Item 13 (Picture)



7.0 Item 14 (Picture)



7.0 Item 15 (Picture)



7.0 Item 16 (Picture)



7.0 Item 17 (Picture)



7.0 Item 18 (Picture)



7.0 Item 19 (Picture)



7.0 Item 20 (Picture)

7.1 Walls

(1) Excessive moisture observed on the kitchen wall.

Excessive moisture observed on the wall inside the cabinet in the conference room under the wet bar sink.



7.1 Item 1 (Picture)



7.1 Item 2 (Picture)



7.1 Item 3 (Picture)



7.1 Item 4 (Picture)

(2) Some damage observed.



7.1 Item 5 (Picture)



7.1 Item 6 (Picture)



7.1 Item 7 (Picture)



7.1 Item 8 (Picture)



7.1 Item 9 (Picture)



7.1 Item 10 (Picture)



7.1 Item 11 (Picture)

7.2 Floors

Some damaged observed.



7.2 Item 1 (Picture)



7.2 Item 2 (Picture)



7.2 Item 3 (Picture)



7.2 Item 4 (Picture)

7.3 Counters and Cabinets (representative number)

Inspected

7.4 Doors (representative number)

Inspected

The interior of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection did not involve moving furniture and inspecting behind furniture, area rugs or areas obstructed from view. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

8. Cooking Area

The building inspector shall observe and operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and Permanently installed microwave oven. The building inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The building inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable.

Styles & Materials

Refrigerator:

FRIGIDAIRE

Items

8.0 Refrigerator

Inspected



8.0 Item 1 (Picture)

The built-in appliances of the building were inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

General Summary

1st Choice Inspectors LLC

648 W Peniel Road
Palatka, FL 32177
386-916-0966
randy@1sthomepro.com
HI8371

Customer
Charlie Douglas

Address
102 Reid St
Palatka FL 32177

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling**; or **warrants further investigation by a specialist**, or **requires subsequent observation**. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the building. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

1. Exterior

1.1 Siding, Flashing and Trim

(1) Inspector recommends repairs and further evaluation by a licensed contractor.

Cracks/openings, holes, gaps, etc., on the exterior should be sealed to prevent water intrusion.

Small amount of wood rot or damage observed.

1.2 Eaves, Soffits and Fascias

Some wood rot or damage observed.

1.3 Doors (Exterior)

(1) The large doors on the north side, east end had some damage.

The large door on the north side, west end had some damage. Could not get this door to open.

(2) The large doors on the north side, east end were not inspected for function.

The large door on the north side, west end was not inspected for function.

The large door on the south side, west end was not inspected for function.

For the doors not inspected for function, the doors and/or locks were jammed or blocked.

The large door on the south side, east end had a missing roller.

1.4 Decks, Balconies, Stoops, Steps, Areaways, Porches, Patio/Cover and Applicable Railings

Steps/stairs and/or elevated decks/porches, balconies, should have handrails and/or guard rails with vertical balusters/spindles with spacing of less than 4 inches for safety.

Horizontal rails on stairs or decks, is considered a safety issue.

1.5 Windows

A couple of windows were broke.

1.6 General topography, parking areas and sidewalks

(1) Uneven areas can be a trip hazard.

Damaged and uneven areas in multiple locations around the building and parking areas.

2. Basement, Crawl Spaces, Foundations, and Structure**2.3 Addition**

Inspector recommends further evaluation by a licensed contractor.

Wood rot or damage observed.

Bottom chord of the trusses appear to be sagging.

3. Roofing**3.0 Roof Coverings**

Inspector recommends repairs and further evaluation by a licensed roofer.

Some pictures are added for general information.

The roof covering is older, and the life of covering has nearly expired. The covering may need to be covered and/or coated and/or replaced. While it could last a year or so, some areas need patching.

Some rust and damage observed.

Some wood rot or damage observed.

3.1 Roof Drainage Systems

Gutters are damaged in areas.

5. Electrical System**5.0 Location of Main and Sub-Panels**

(1) The main electric panels are located on the east side.

They were locked, therefore, not inspected.

Inspector recommends that they be inspected by a licensed professional prior to closing/purchasing.

Main electric panels may be the fuse type.

5.2 Meter Box, Main Disconnect, Service Grounding, Main Overcurrent Device, and Panels

(1) Grounds and neutrals should be separated in the electric sub-panel.

There was at least two double tapped breakers. Double tapped breakers are two wires going to one breaker and they are considered a safety hazard.

5.3 Switches, Receptacles, Light Fixtures and Visible Wiring/Conductors (observed a representative number and/or accessible)

Exposed wires and wire nuts should be enclosed inside an electrical box.

Kitchen receptacle is damaged/scorched.

Inspector recommends repairs and further evaluation by a licensed electrician.

5.6 Smoke/Carbon Monoxide Detectors

Not Inspected

Smoke/carbon monoxide detector(s) should be installed in all rooms/areas, except bathrooms and kitchens.

The smoke/carbon monoxide detector(s) should be tested and fresh batteries inserted (if not hard wired) upon moving into building.

6. Plumbing System

6.1 Plumbing Drain, Waste and Vent Systems

(1) Men's bathroom sink was slow to drain.

Men's bathroom toilet has a sign that states it was broke, therefore it was not tested.

Inspector recommends repairs and further evaluation by a licensed plumber.

(2) Some corrosion observed on some the plumbing.

Inspector recommends repairs and further evaluation by a licensed plumber.

6.2 Plumbing Water Supply, Distribution System and Fixtures

(1) Men's bathroom sink faucet is damaged.

7. Interiors

7.0 Ceilings

(1) Excessive moisture observed on the kitchen ceiling in one area.

Source was not determined. There was an HVAC duct above the ceiling in that area. Leak and/or excessive moisture may be from the HVAC duct.

Hole in ceiling.

7.1 Walls

(1) Excessive moisture observed on the kitchen wall.

Excessive moisture observed on the wall inside the cabinet in the conference room under the wet bar sink.

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the building inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Randall Keith Motes

INVOICE

1st Choice Inspectors LLC
648 W Peniel Road
Palatka, FL 32177
386-916-0966
randy@1sthomepro.com
HI8371
Inspected By: Randall Keith Motes

Inspection Date: 9/20/2023
Report ID: 2395508Comm

Customer Info:	Inspection Property:
Charlie Douglas	102 Reid St Palatka FL 32177
Customer's Real Estate Professional:	

Inspection Fee:			
Service	Price	Amount	Sub-Total
Commercial	800.00	1	800.00
			Tax \$0.00
			Total Price \$800.00

Payment Method: Credit Card
Payment Status: Paid
Note:



Navigate to...



VIEW PERMIT

Home / Services / Permits / View Permit

Permit #: B23-000197

Project #: 23-000782

Status: Issued

Balance Due: \$0.00

Address: 102 REID ST 

Description: Removal of (2) Underground Storage Tank Systems and (3) Aboveground Storage Tanks



Permit

Reviews

Documents

Inspections

Date	Type	File Name	Description
06/12/24	System Email Notification	Your inspection has been completed.htm	Your inspection has been completed
06/10/24	System Email Notification	Your inspection has been completed.htm	Your inspection has been completed

Date	Type	File Name	Description
06/10/24	System Email Notification	Your inspection has been completed.htm	Your inspection has been completed
06/07/24	System Email Notification	FW EXTERNAL Closing o ut permit B23-000197.msg	PZB-LETTER TO CLOSE OUT PERMIT
06/06/24	Online Document Upload	2023.06.23 Closure Report Review Letter.pdf	Inspection Results per Chris Singletary requested closeout documentation from FDEP. See attached closure review and approval letter for the closure inspection. Alachua County operates on behalf of FDEP in Putnam County.
06/06/24	Online Document Upload	2023.06.11 In Compliance Letter.pdf	Inspection Results per Chris Singletary requested closeout documentation from FDEP. See attached in - compliance letter for the closure inspection. Alachua County operates on behalf of FDEP in Putnam County.
09/22/23	System Email Notification	Your inspection has been completed.htm	Your inspection has been completed
09/21/23	System Email Notification	Your inspection request has been received.htm	Your inspection request has been received
05/02/23	Merge document	Permit Receipt.htm	Permit Receipt - B23-000197
05/02/23	Merge document	Inspection Record.htm	Inspection Record - B23-000197
05/02/23	System Email Notification	Your citizenserve application status has changed.htm	Your citizenserve application status has changed
05/01/23	System Email Notification	Your citizenserve application status has changed.htm	Your citizenserve application status has changed
03/14/23	System Email Notification	Your inspection has been completed.htm	Your inspection has been completed
03/13/23	Online Document Upload	NOC - recorded.pdf	Recorded Notice of Commencement

Date	Type	File Name	Description
03/13/23	System Email Notification	Your citizenserve payment has been received.htm	Your citizenserve payment has been received
03/13/23	System Email Notification	Your inspection has been completed.htm	Your inspection has been completed
03/13/23	System Email Notification	Your citizenserve application status has changed.htm	Your citizenserve application status has changed
03/08/23	Document	B23-000197 REVIEWED.pdf	Reviewed Construction Plans
03/08/23	Merge document	Inspection Record.htm	Inspection Record - B23-000197
03/06/23	Online Document Upload	FDEP 30 Day Notification Acknowledgement.pdf	FDEP Storage Tank Closure Notice
02/17/23	Document	EXTERNAL RE EXTERNAL RE permit application B23-000197 underground storage tank demolition..msg	Public Works conditions for approval
02/13/23	Merge document	Plan Review Letter.htm	Plan Review Letter - B23-000197
02/07/23	Online Document Upload	FDEP 30 Day Notification.pdf	Required 30-45 day notification to FDEP of scheduled closure activities involving regulated storage tanks.
02/06/23	System Email Notification	Your citizenserve application status has changed.htm	Your citizenserve application status has changed
02/03/23	System Email Notification	Your citizenserve payment has been received.htm	Your citizenserve payment has been received
02/03/23	System Email Notification	Your permit application has been received.htm	Your permit application has been received

Date	Type	File Name	Description
02/03/23	Signature	signature.png	
02/03/23	Additional Construction Documents	Power of Attorney.pdf	
02/03/23	Site Plan	102 Reid St - UST Demo Description.pdf	

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VIEW PERMIT

Home / Services / Permits / View Permit

Permit #: B23-000197

Project #: 23-000782

Status: Issued

Balance Due: \$0.00

Address: 102 REID ST 

Description: Removal of (2) Underground Storage Tank Systems and (3) Aboveground Storage Tanks


[Permit](#)
[Reviews](#)
[Documents](#)
[Inspections](#)

Inspection Type	Inspector	Date	Status
Admin. Final	Jennifer Pazderski	06/12/2024	Pass
Inspector Final	Chris Singletary	06/10/2024	Pass
Demolition Final	Chris Singletary	06/10/2024	Pass

Inspection Type	Inspector	Date	Status
Demolition Final	Chris Singletary	09/22/2023	Partial VIEW COMMENTS →
Notice of Commencement	Christina Cothron	03/14/2023	Pass
Notice of Commencement	Jennifer Pazderski	03/13/2023	Fail

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Inspection Report

Charlie Douglas

Property Address:
102 N 1st Choice Inspectors Street
Palatka FL 32177





1st Choice Inspectors LLC

**Randall Keith Motes HI8371
648 W Peniel Road
Palatka, FL 32177
386-916-0966
randy@1sthomepro.com
HI8371**

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Date: 5/28/2024	Time:	Report ID: 2455963CommRA
Property: 102 N 1st Choice Inspectors Street Palatka FL 32177	Customer: Charlie Douglas	Real Estate Professional:

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this building. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = Inspector(s) visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI)= Inspector(s) did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this building or building.

(Summary items) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

In Attendance: Volunteers running the building.	Type of building: Commercial	Approximate age of building: 9 Years Old As Per Public Records
Building Faces: East	Temperature: Over 65 (F) = 18 (C)	Weather: Partly Cloudy

1. Exterior

The building inspector shall observe: Wall cladding, flashings, and trim; Entryway doors and a representative number of windows; Garage door operators; Decks, balconies, stoops, steps, areaways, porches and applicable railings; Eaves, soffits, and fascias; and Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building. The building inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed controls for any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing; and Probe exterior wood components where deterioration is suspected. The building inspector is not required to observe: Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; Fences; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters; Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The building inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

Styles & Materials

Siding Material/Style:	Exterior Entry Doors:	Appurtenance:
Brick	Metal	Covered Entry
	Wood	Deck(s) with steps
	Metal and Glass	Sidewalk(s)
Driveway:	General Topography:	Number of Parking levels:
Asphalt	Flat and Sloped	One
Access Roads:	Storm Water Drain:	
City Street	Discharges at street	

Items

1.0 General Information

Irrigation system was not inspected.

Office was locked and not inspected.

Elevator was not inspected.

Visibility and access to some areas was limited due to occupancy.

In general, cosmetic issues are not covered and/or listed as a part of this report.

Inspector recommends that qualified, licensed contractors be used in your further inspection or repair/replace issues and comments in this report.



1.0 Item 1 (Picture)



1.0 Item 2 (Picture)



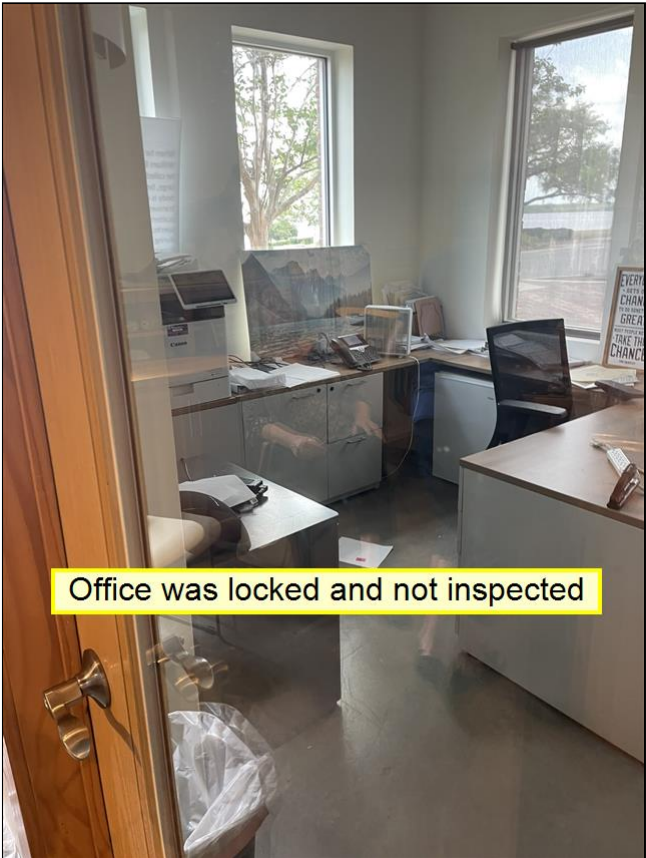
1.0 Item 3 (Picture)



1.0 Item 4 (Picture)



1.0 Item 5 (Picture)



1.0 Item 6 (Picture)



1.0 Item 7 (Picture)



1.0 Item 8 (Picture)

1.1 Siding, Flashing and Trim

Cracks/openings, holes, gaps, etc., on the exterior should be sealed to prevent water intrusion.



1.1 Item 1 (Picture)



1.1 Item 2 (Picture)



1.1 Item 3 (Picture)



1.1 Item 4 (Picture)



1.1 Item 5 (Picture)



1.1 Item 6 (Picture)



1.1 Item 7 (Picture)



1.1 Item 8 (Picture)

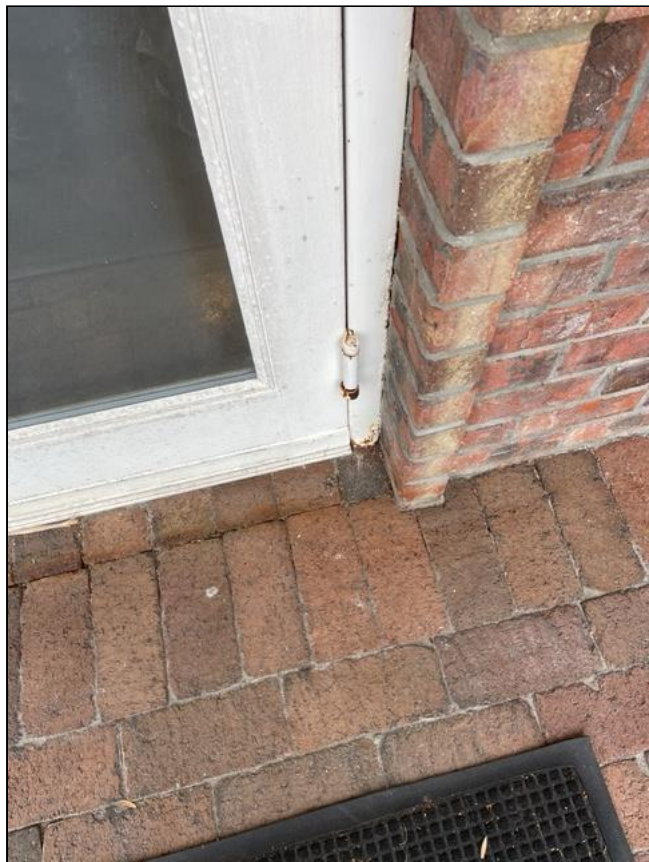
1.2 Eaves, Soffits and Fascias

Inspected

1.3 Doors (Exterior)

Exterior doors are damaged, rusting and need to be replaced and/or have extensive repairs.

Door on the north side is not sealed very well.



1.3 Item 1 (Picture)



1.3 Item 2 (Picture)



1.3 Item 3 (Picture)



1.3 Item 4 (Picture)



1.3 Item 5 (Picture)



1.3 Item 6 (Picture)



1.3 Item 7 (Picture)



1.3 Item 8 (Picture)



1.3 Item 9 (Picture)



1.3 Item 10 (Picture)



1.3 Item 11 (Picture)



1.3 Item 12 (Picture)



1.3 Item 13 (Picture)



1.3 Item 14 (Picture)



1.3 Item 15 (Picture)



1.3 Item 16 (Picture)



1.3 Item 17 (Picture)



1.3 Item 18 (Picture)



1.3 Item 19 (Picture)



1.3 Item 20 (Picture)

1.4 Decks, Balconies, Stoops, Steps, Areaways, Porches, Patio/Cover and Applicable Railings

Steps/stairs and/or elevated decks/porches, balconies, should have handrails and/or guard rails with vertical balusters/spindles with spacing of less than 4 inches for safety.

Small amount of wood rot or damage observed.

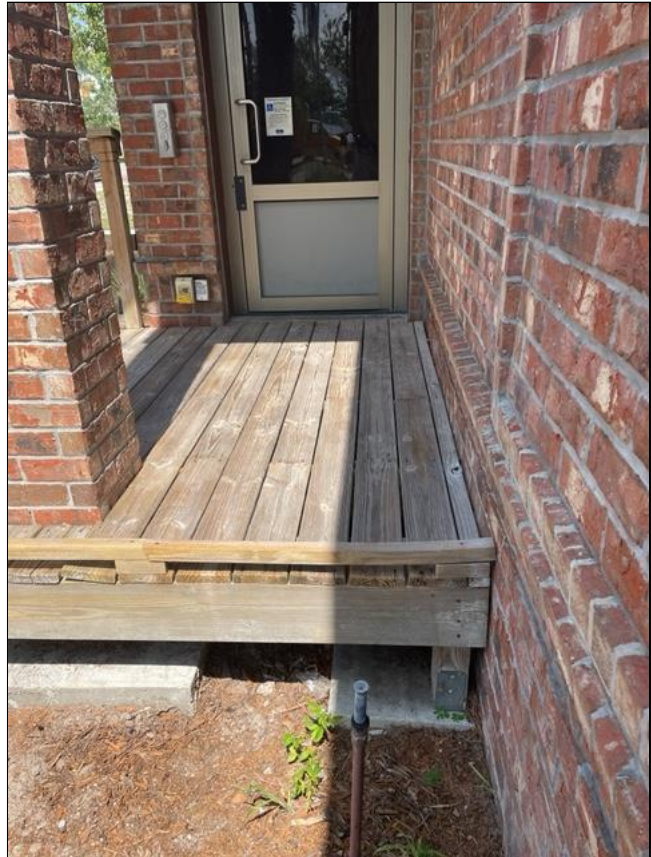
Some roof railing bolts are rusting and may need to be replaced within 5 years.

Girder on the deck is improperly relying on the shear strength of the nails and/or screws. Deck would be stronger and more stable if the girders were directly on posts.

Inspector recommends further evaluation by a licensed contractor.



1.4 Item 1 (Picture)



1.4 Item 2 (Picture)



1.4 Item 3 (Picture)



1.4 Item 4 (Picture)



1.4 Item 5 (Picture)



1.4 Item 6 (Picture)



1.4 Item 7 (Picture)



1.4 Item 8 (Picture)



1.4 Item 9 (Picture)



1.4 Item 10 (Picture)



1.4 Item 11 (Picture)



1.4 Item 12 (Picture)



1.4 Item 13 (Picture)



1.4 Item 14 (Picture)



1.4 Item 15 (Picture)



1.4 Item 16 (Picture)



1.4 Item 17 (Picture)

1.5 Windows

(1) Window lintels are rusting and deteriorating.

Front window of front door has a broken seal (condensation between the interior and exterior panes). Our Standards of Practice require the inspector to report “as in need of correction”: Therefore, it is listed as Repair or Replace.

Some of the windows appeared to have broken seals (condensation between the interior and exterior panes). Our Standards of Practice require the inspector to report “as in need of correction”: Therefore, it is listed as Repair or Replace.



1.5 Item 1 (Picture)



1.5 Item 2 (Picture)



1.5 Item 3 (Picture)



1.5 Item 4 (Picture)



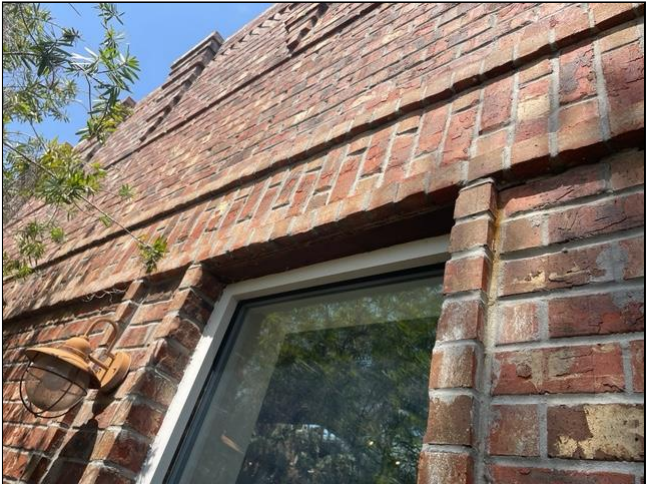
1.5 Item 5 (Picture)



1.5 Item 6 (Picture)



1.5 Item 7 (Picture)



1.5 Item 8 (Picture)



1.5 Item 9 (Picture)

(2) As a maintenance issue, inspector recommends that the windows be caulked on the exterior for energy efficiency and to prevent water intrusion.



1.5 Item 10 (Picture)



1.5 Item 11 (Picture)



1.5 Item 12 (Picture)



1.5 Item 13 (Picture)



1.5 Item 14 (Picture)

1.6 Vegetation, Grading, Drainage, Driveways, Patio Floor, Walkways and Retaining Walls (With respect to their effect on the condition of the building)

(1) Metal rods sticking up near the wood deck.



1.6 Item 1 (Picture)

(2) There is vegetation (tree(s), plants and/or bushes) in contact or too close to the home. This can cause water damage, allow vermin to enter the structure or cause structural damage. Inspector recommends it be removed or trimmed.

Sidewalk cracked.



1.6 Item 2 (Picture)



1.6 Item 3 (Picture)



1.6 Item 4 (Picture)



1.6 Item 5 (Picture)



1.6 Item 6 (Picture)



1.6 Item 7 (Picture)



1.6 Item 8 (Picture)

1.7 General topography, parking areas and sidewalks

The grounds are generally level around the building with positive drainage away from the structure.

The exterior of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

2. Basement, Crawl Spaces, Foundations, and Structure

The Home Inspector shall observe structural components including foundations, floors, walls, columns or piers, ceilings and roof. The building inspector shall describe the type of Foundation, floor structure, wall structure, columns or piers, ceiling structure, roof structure. The building inspector shall: Probe structural components where deterioration is suspected; Enter under floor crawl spaces, basements, and attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected; Report the methods used to observe under floor crawl spaces and attics; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The building inspector is not required to: Enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely effect the health of the building inspector or other persons.

Styles & Materials

Foundation:	Floor Structure:	Wall Structure:
Poured concrete	Concrete Slab	Brick

Items

2.0 Walls (Structural)

Cracks observed in the walls and around the windows.

Most severe around the front and SE corner.

Inspector recommends further evaluation by a licensed contractor.



2.0 Item 1 (Picture)



2.0 Item 2 (Picture)



2.0 Item 3 (Picture)



2.0 Item 4 (Picture)



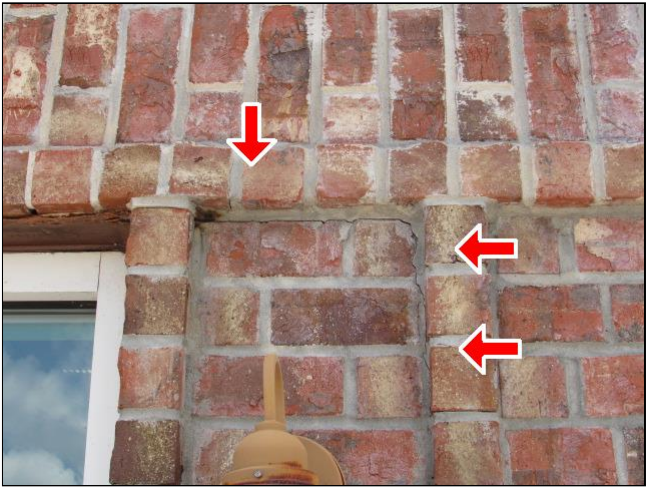
2.0 Item 5 (Picture)



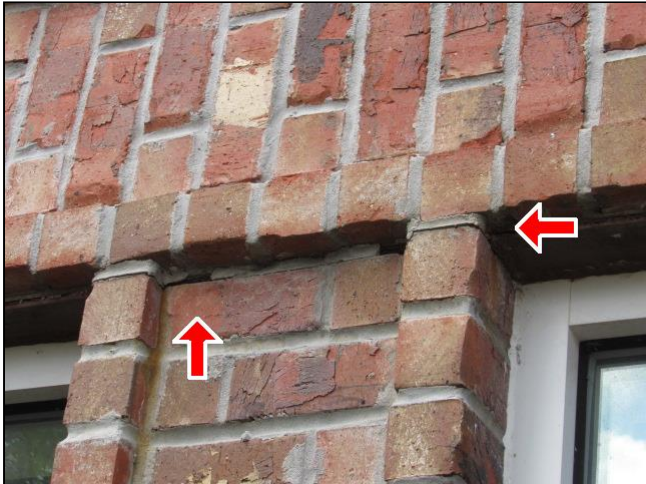
2.0 Item 6 (Picture)



2.0 Item 7 (Picture)



2.0 Item 8 (Picture)



2.0 Item 9 (Picture)



2.0 Item 10 (Picture)

2.1 Floors (Structural)

No obvious problems observed.

2.2 Ceilings (Structural)

N/A

Ceiling structure is metal trusses and spray foam in most of the building.



2.2 Item 1 (Picture)



2.2 Item 2 (Picture)



2.2 Item 3 (Picture)



2.2 Item 4 (Picture)

The structure of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

3. Roofing

The building inspector shall observe: Roof covering; Roof drainage systems; Flashings; Skylights, chimneys, and roof penetrations; and Signs of leaks or abnormal condensation on building components. The building inspector shall: Describe the type of roof covering materials; and Report the methods used to observe the roofing. The building inspector is not required to: Walk on the roofing; or Observe attached accessories including but not limited to solar systems, antennae, and lightning arrestors.

Styles & Materials

Roof Covering: Concrete Roll/Selvage	Viewed roof covering from: Walked roof	Roof Structure: Steel trusses
Roof-Type: Flat		

Items

3.0 Roof Coverings

- Some pictures added for general information.
- Part of the roof is a glass and metal structure.
- Some cracks observed in the concrete.
- Inspector recommends further evaluation by a licensed roofer.



3.0 Item 1 (Picture)



3.0 Item 2 (Picture)



3.0 Item 3 (Picture)



3.0 Item 4 (Picture)



3.0 Item 5 (Picture)



3.0 Item 6 (Picture)



3.0 Item 7 (Picture)



3.0 Item 8 (Picture)



3.0 Item 9 (Picture)



3.0 Item 10 (Picture)



3.0 Item 11 (Picture)



3.0 Item 12 (Picture)



3.0 Item 13 (Picture)

3.1 Roof Drainage Systems

Some erosion observed.

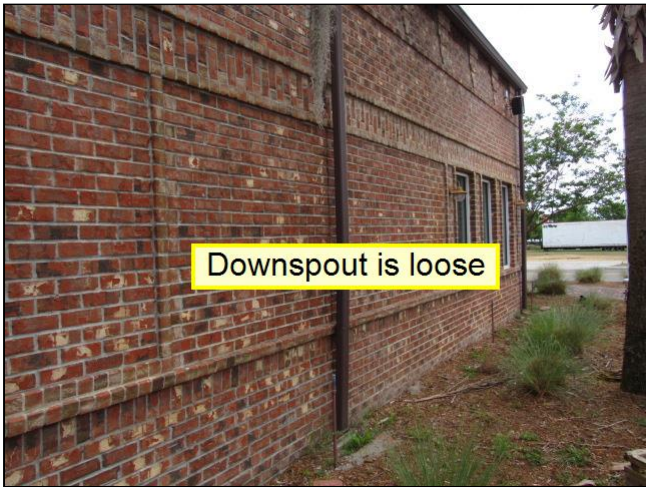
Downspout extensions would be helpful to direct water away from the foundation.



3.1 Item 1 (Picture)



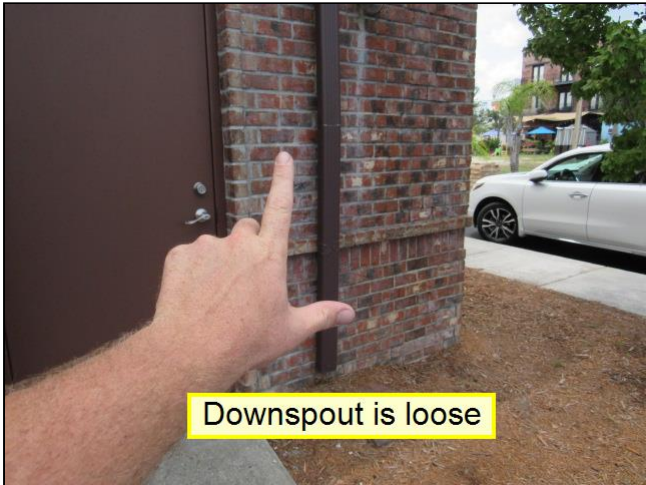
3.1 Item 2 (Picture)



3.1 Item 3 (Picture)



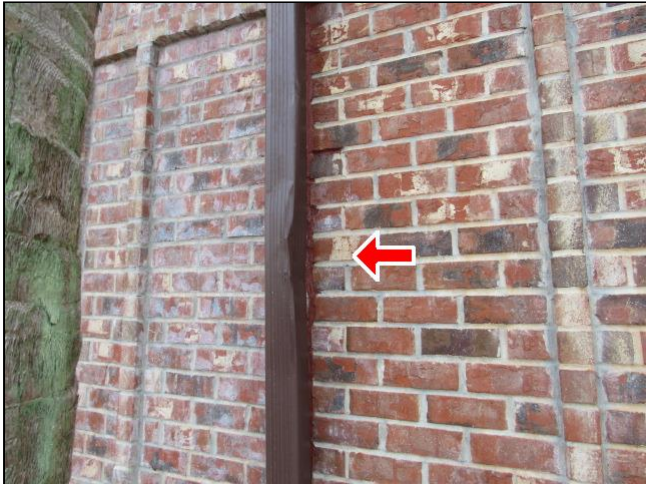
3.1 Item 4 (Picture)



3.1 Item 5 (Picture)



3.1 Item 6 (Picture)



3.1 Item 7 (Picture)



3.1 Item 8 (Picture)



3.1 Item 9 (Picture)

3.2 Roof Structure and Attic

Limited visibility of roof structure

The roof of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Roof coverings and skylights can appear to be leak proof during inspection and weather conditions. Our inspection makes an attempt to find a leak but sometimes cannot. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

4. HVAC Heat, Ventilation, Air Conditioning

The building inspector shall observe permanently installed heating and cooling systems including: Heating equipment; Cooling Equipment that is central to building; Normal operating controls; Automatic safety controls; Chimneys, flues, and vents, where readily visible; Solid fuel heating devices; Heat distribution systems including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units, convectors; and the presence of an installed heat source in each room. The building inspector shall describe: Energy source; and Heating equipment and distribution type. The building inspector shall operate the systems using normal operating controls. The building inspector shall open readily openable access panels provided by the manufacturer or installer for routine buildingowner maintenance. The building inspector is not required to: Operate heating systems when weather conditions or other circumstances may cause equipment damage; Operate automatic safety controls; Ignite or extinguish solid fuel fires; or Observe: The interior of flues; Fireplace insert flue connections; Humidifiers; Electronic air filters; or The uniformity or adequacy of heat supply to the various rooms.

Styles & Materials

Cooling Equipment Type: Heat Pump Forced Air (also provides warm air)	Central Air Brand: TRANE	Heat Type: Heat Pump Forced Air (also provides cool air)
Heat System Brand: TRANE	Energy Source: Electric	Ductwork: Partially visible
Cooling Equipment Energy Source: Electric	Number of AC Only Units: Three	

Items

4.0 Cooling and Air Handler Equipment

(1) Cooling system came on and appeared to be working properly at the time of inspection.

Heating/cooling system is a heat pump forced air system. This means that the same system that supplies heat also supplies cooling. The heating system was not tested due to the fact that the outside temperature was above 65 degrees Fahrenheit and it is recommended that the heating system not be run when the outside temperature is above 65 degrees Fahrenheit. Since the same HVAC system supplies both heating and cooling, it is assumed that if the cooling system works then the heating system also works.

If the unit has not been serviced recently, inspector recommends that the HVAC system be serviced and then serviced annually by a licensed HVAC professional. Check with your HVAC professional in reference to frequency, changing/cleaning your HVAC filter.



4.0 Item 1 (Picture)



4.0 Item 2 (Picture)



4.0 Item 3 (Picture)

(2) Life expectancy is generally 10 to 15 years. Therefore, the HVAC system may need to be replaced within the next 5 years.

HVAC condensers were manufactured in 2015.



4.0 Item 4 (Picture)



4.0 Item 5 (Picture)



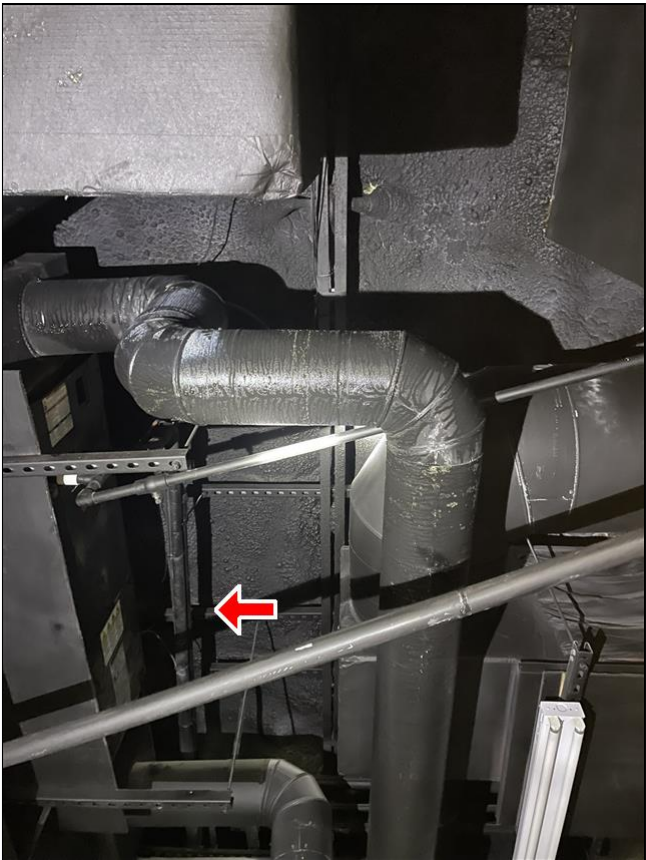
4.0 Item 6 (Picture)

(3) HVAC air handler were mounted in the ceiling/roof structure. Visual inspection from the ground only.

Ducts were sweating/dripping condensation on the floor.



4.0 Item 7 (Picture)



4.0 Item 8 (Picture)



4.0 Item 9 (Picture)

4.1 Normal Operating Controls

Inspected

4.2 Distribution Systems (including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units and convectors)

Some of the HVAC ducts were sweating/condensating.

Some condensation observed on the floor in areas.

Inspector recommends further evaluation by a licensed HVAC professional.



4.2 Item 1 (Picture)



4.2 Item 2 (Picture)

4.3 Heating Equipment

Not Inspected

4.4 Normal Operating Controls

Inspected

The heating and cooling system of this building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed heat contractor would discover. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

5. Electrical System

The building inspector shall observe: Service entrance conductors; Service equipment, grounding equipment, main over current device, and main and distribution panels; Amperage and voltage ratings of the service; Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages; The operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; The operation of ground fault circuit interrupters; and Smoke detectors. The building inspector shall describe: Service amperage and voltage; Service entry conductor materials; Service type as being overhead or underground; and Location of main and distribution panels. The building inspector shall report any observed aluminum branch circuit wiring. The building inspector shall report on presence or absence of smoke detectors, and operate their test function, if accessible, except when detectors are part of a central system. The building inspector is not required to: Insert any tool, probe, or testing device inside the panels; Test or operate any over current device except ground fault circuit interrupters; Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels; or Observe: Low voltage systems; Security system devices, heat detectors, or carbon monoxide detectors; Telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; or Built-in vacuum equipment.

Styles & Materials

Electrical Service	Panel Capacity:	Panel Type:
Conductors:	200 AMP	Circuit breakers
Below ground		
Electric Panel	Wiring Methods:	
Manufacturer:	Copper	
SIEMENS	Romex (non-metallic sheathed cable)	
	Multi strand aluminum wiring/conductors (No Solid strand aluminum wiring/conductors observed)	

Items

5.0 Location of Main and Sub-Panels

The main electric panel is located on the west side.



5.0 Item 1 (Picture)



5.0 Item 2 (Picture)



5.0 Item 3 (Picture)

5.1 Service Entrance Conductors

The service line is underground and therefore, was not inspected.

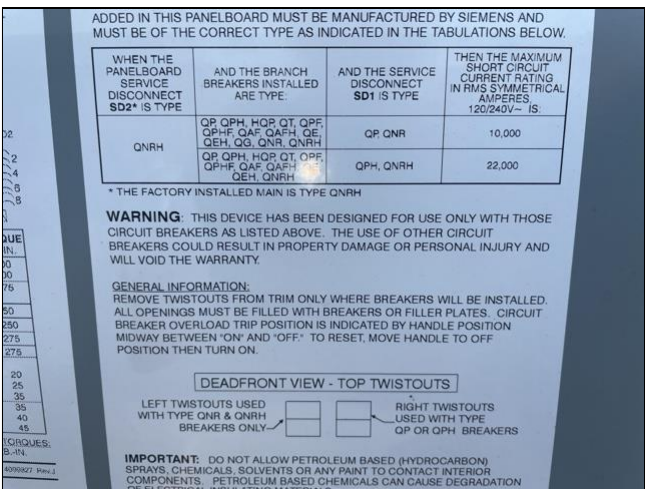
5.2 Meter Box, Main Disconnect, Service Grounding, Main Overcurrent Device, and Panels

At least one circuit breaker in the main electric panel, appears to be of a different brand than panel manufacturer. The manufacturer requires that only the circuit breakers listed on the label are allowed to be used inside the panel. Even though the mismatched circuit breakers are all "UL approved," they are not approved to be used in panels of different manufacturers unless so indicated on the panel label.

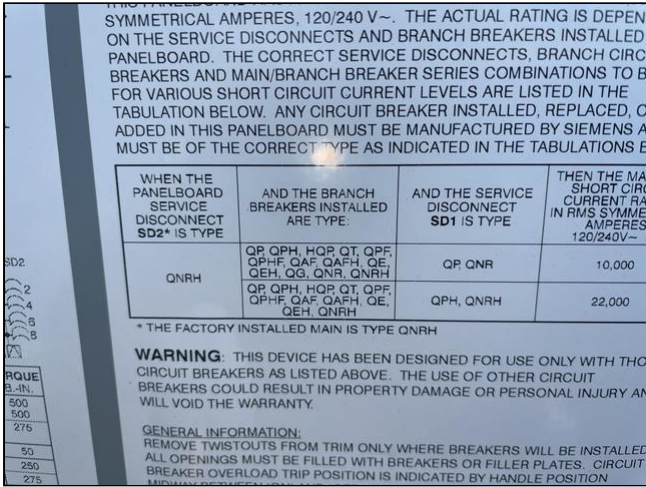
Some electricians consider some mismatched breakers, acceptable/safe.



5.2 Item 1 (Picture)



5.2 Item 2 (Picture)



5.2 Item 3 (Picture)



5.2 Item 4 (Picture)

5.3 Switches, Receptacles, Light Fixtures and Visible Wiring/Conductors (observed a representative number and/or accessible)

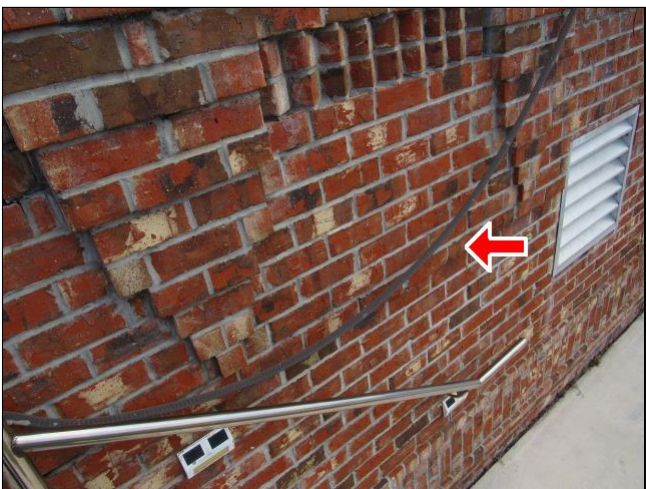
(1) Electric wire was loose near the roof.

Electric wire is loose at the base of the electric panel.

Any exterior electric conductors/wires should be protected against mechanical damage (enclosed in electric conduit) to a height of 8 feet.



5.3 Item 1 (Picture)



5.3 Item 2 (Picture)

(2) Exterior light was a little loose.



5.3 Item 3 (Picture)

5.4 Polarity and Grounding of Receptacles (representative number and/or accessible)

Inspected

5.5 Operation of GFCI (Ground Fault Circuit Interrupters)

A Ground Fault Circuit Interrupter (GFCI) electric receptacle did not work correctly. Inspector recommends repairs by a licensed electrician.



5.5 Item 1 (Picture)

5.6 Smoke/Carbon Monoxide Detectors

The smoke detector should be tested and batteries replaced upon purchase.

The electrical system of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Outlets were not removed and the inspection was only visual. Any outlet not accessible (behind the refrigerator for example) was not inspected or accessible. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

6. Plumbing System

The building inspector shall observe: Interior water supply and distribution system, including: piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; and cross connections; Interior drain, waste, and vent system, including: traps; drain, waste, and vent piping; piping supports and pipe insulation; leaks; and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents; Fuel storage and distribution systems including: interior fuel storage equipment, supply piping, venting, and supports; leaks; and Sump pumps. The building inspector shall describe: Water supply and distribution piping materials; Drain, waste, and vent piping materials; Water heating equipment; and Location of main water supply shutoff device. The building inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance. The building inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve except water closet flush valves, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire and lawn sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, except as to functional flow and functional drainage; Swimming pools; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

Styles & Materials

Water Source: Public	Plumbing Water Distribution: PEX PVC CPVC Braided metal	Plumbing Waste: PVC
Water Heater Power Source: Natural Gas	Water Heater Capacity: Tankless	Water Heater Location: Exterior
WH Manufacturer: RHEEM		

Items

6.0 Main Water Shut-off Device (Describe location)

Not found/Not inspected

6.1 Plumbing Drain, Waste and Vent Systems

Toilet lid was broke in the woman's bathroom.

One of the woman's toilet appears to be leaking.

Inspector recommends repairs and further evaluation by a licensed plumber.



6.1 Item 1 (Picture)



6.1 Item 2 (Picture)



6.1 Item 3 (Picture)

6.2 Plumbing Water Supply, Distribution System and Fixtures

(1) Supply line(s) is/are leaking.

Inspector recommends repairs and further evaluation by a licensed plumber.

Floor of the men's and woman's bathroom was wet at the time of inspection.

It appears that there was a supply line leak in the wall by the urinal and toilet in the men's room.

Water fountain appears to be leaking.

It was wet under the kitchen sink. Did not observe a leak.

Kitchen sink faucet was loose.



6.2 Item 1 (Picture)



6.2 Item 2 (Picture)



6.2 Item 3 (Picture)



6.2 Item 4 (Picture)



6.2 Item 5 (Picture)



6.2 Item 6 (Picture)



6.2 Item 7 (Picture)



6.2 Item 8 (Picture)



6.2 Item 9 (Picture)



6.2 Item 10 (Picture)



6.2 Item 11 (Picture)



6.2 Item 12 (Picture)



6.2 Item 13 (Picture)



6.2 Item 14 (Picture)



6.2 Item 15 (Picture)

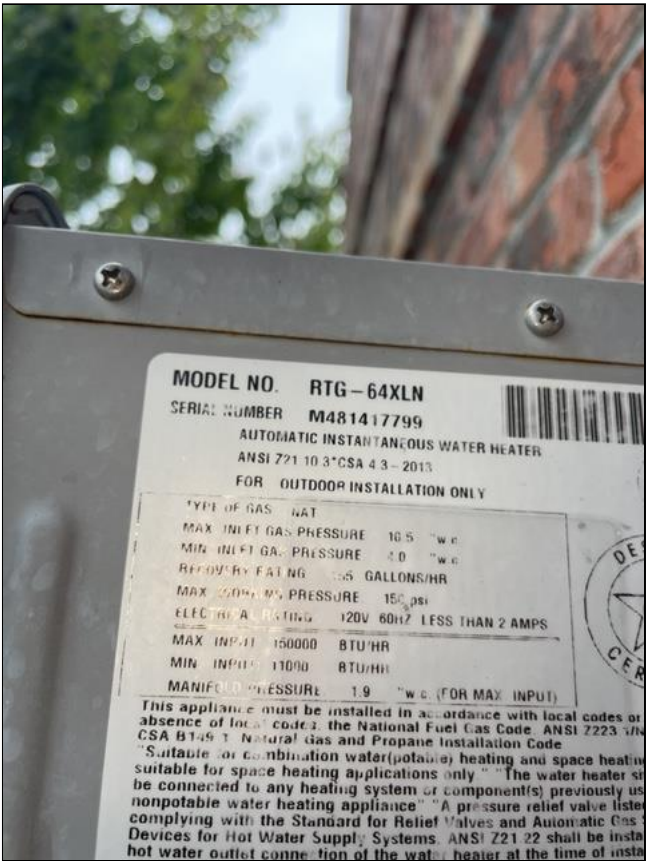
(2) PEX plumbing supply lines are installed in some areas of the subject house. PEX has been used in this area for years. PEX plumbing is an issue with some insurance companies.

6.3 Hot Water Systems, Controls, Chimneys, Flues and Vents

Inspector has estimated the age of the Water Heater to be 10 years old. Life expectancy is generally 20 to 25 years for tankless Water Heaters.



6.3 Item 1 (Picture)



6.3 Item 2 (Picture)

6.4 Fuel Storage and Distribution Systems (Interior fuel storage, piping, venting, supports, leaks)

Inspected



6.4 Item 1 (Picture)

6.5 Main Fuel Shut-off (Describe Location)

West side of the building. Shut off valve at ground level.



6.5 Item 1 (Picture)



6.5 Item 2 (Picture)

The plumbing in the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Washing machine drain line for example cannot be checked for leaks or the ability to handle the volume during drain cycle. Older buildings with galvanized supply lines or cast iron drain lines can be obstructed and barely working during an inspection but then fails under heavy use. If the water is turned off or not used for periods of time (like a vacant building waiting for closing) rust or deposits within the pipes can further clog the piping system. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

7. Interiors

The building inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows. The building inspector shall: Operate a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The building inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

Styles & Materials

Ceiling Materials: Unfinished	Wall Material: Drywall	Floor Covering(s): Concrete
Interior Doors: Wood		

Items

7.0 Walls

Some cosmetic issues observed.

No excessive moisture observed at the time of inspection.



7.0 Item 1 (Picture)

7.0 Item 2 (Picture)

7.1 Floors

Inspected

7.2 Counters and Cabinets (representative number)

Inspected

7.3 Doors (representative number)

Inspected

The interior of the building was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection did not involve moving furniture and inspecting behind furniture, area rugs or areas obstructed from view. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

General Summary

1st Choice Inspectors LLC

648 W Peniel Road
Palatka, FL 32177
386-916-0966
randy@1sthomepro.com
HI8371

Customer
Charlie Douglas

Address
102 N 1st Choice Inspectors Street
Palatka FL 32177

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling**; or **warrants further investigation by a specialist**, or **requires subsequent observation**. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the building. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

1. Exterior

1.3 Doors (Exterior)

Exterior doors are damaged, rusting and need to be replaced and/or have extensive repairs.

Door on the north side is not sealed very well.

1.4 Decks, Balconies, Stoops, Steps, Areaways, Porches, Patio/Cover and Applicable Railings

Steps/stairs and/or elevated decks/porches, balconies, should have handrails and/or guard rails with vertical balusters/spindles with spacing of less than 4 inches for safety.

Small amount of wood rot or damage observed.

Some roof railing bolts are rusting and may need to be replaced within 5 years.

Girder on the deck is improperly relying on the shear strength of the nails and/or screws. Deck would be stronger and more stable if the girders were directly on posts.

Inspector recommends further evaluation by a licensed contractor.

1.5 Windows

(1) Window lintels are rusting and deteriorating.

Front window of front door has a broken seal (condensation between the interior and exterior panes). Our Standards of Practice require the inspector to report "as in need of correction": Therefore, it is listed as Repair or Replace.

Some of the windows appeared to have broken seals (condensation between the interior and exterior panes). Our Standards of Practice require the inspector to report "as in need of correction": Therefore, it is listed as Repair or Replace.

1.6 Vegetation, Grading, Drainage, Driveways, Patio Floor, Walkways and Retaining Walls (With respect to their effect on the condition of the building)

(1) Metal rods sticking up near the wood deck.

2. Basement, Crawl Spaces, Foundations, and Structure

2.0 Walls (Structural)

Cracks observed in the walls and around the windows.

Most severe around the front and SE corner.

Inspector recommends further evaluation by a licensed contractor.

3. Roofing

3.0 Roof Coverings

Some pictures added for general information.

Part of the roof is a glass and metal structure.

Some cracks observed in the concrete.

Inspector recommends further evaluation by a licensed roofer.

4. HVAC Heat, Ventilation, Air Conditioning

4.2 Distribution Systems (including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units and convectors)

Some of the HVAC ducts were sweating/condensating.

Some condensation observed on the floor in areas.

Inspector recommends further evaluation by a licensed HVAC professional.

5. Electrical System

5.3 Switches, Receptacles, Light Fixtures and Visible Wiring/Conductors (observed a representative number and/or accessible)

(1) Electric wire was loose near the roof.

Electric wire is loose at the base of the electric panel.

Any exterior electric conductors/wires should be protected against mechanical damage (enclosed in electric conduit) to a height of 8 feet.

5.5 Operation of GFCI (Ground Fault Circuit Interrupters)

A Ground Fault Circuit Interrupter (GFCI) electric receptacle did not work correctly. Inspector recommends repairs by a licensed electrician.

6. Plumbing System

6.1 Plumbing Drain, Waste and Vent Systems

Toilet lid was broke in the woman's bathroom.

One of the woman's toilet appears to be leaking.

Inspector recommends repairs and further evaluation by a licensed plumber.

6.2 Plumbing Water Supply, Distribution System and Fixtures

(1) Supply line(s) is/are leaking.

Inspector recommends repairs and further evaluation by a licensed plumber.

Floor of the men's and woman's bathroom was wet at the time of inspection.

It appears that there was a supply line leak in the wall by the urinal and toilet in the men's room.

Water fountain appears to be leaking.

It was wet under the kitchen sink. Did not observe a leak.

Kitchen sink faucet was loose.

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the building inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Randall Keith Motes

INVOICE

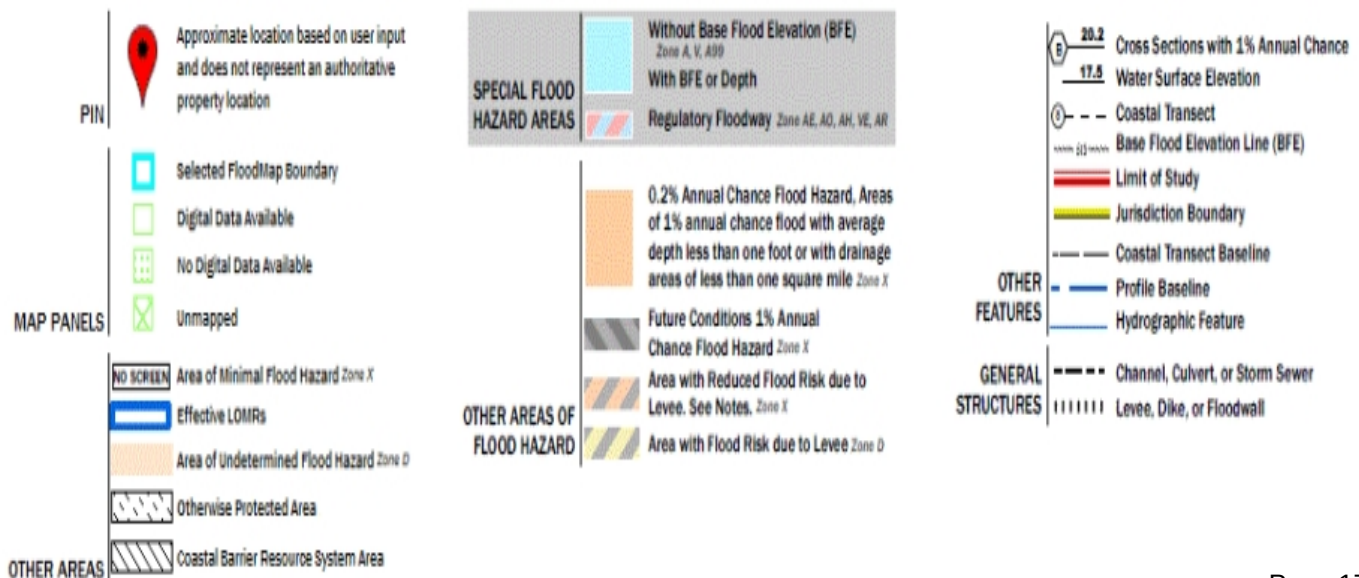
1st Choice Inspectors LLC
648 W Peniel Road
Palatka, FL 32177
386-916-0966
randy@1sthomepro.com
HI8371
Inspected By: Randall Keith Motes

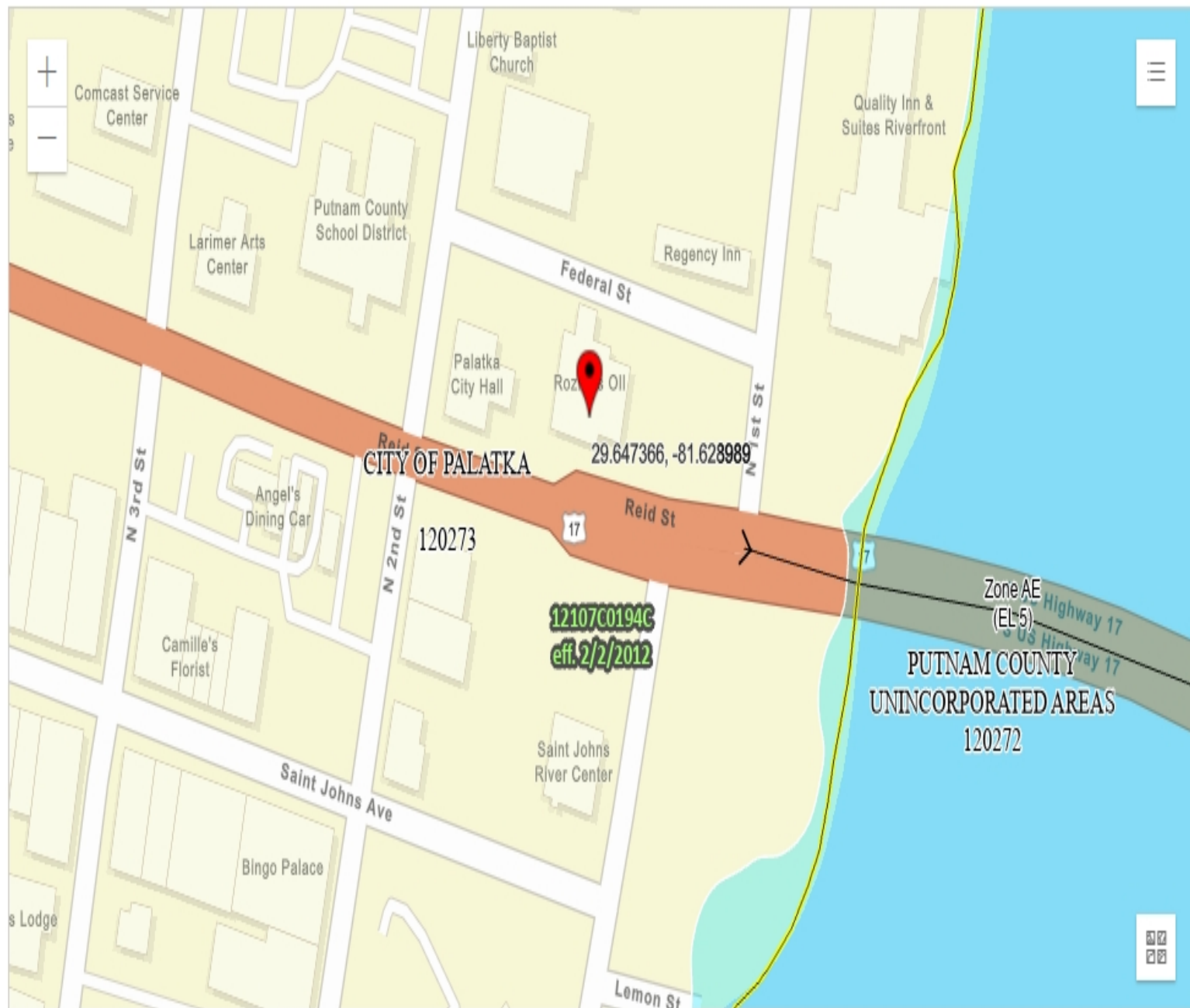
Inspection Date: 5/28/2024
Report ID: 2455963CommRA

Customer Info:	Inspection Property:
Charlie Douglas	102 N 1st Choice Inspectors Street Palatka FL 32177
Customer's Real Estate Professional:	

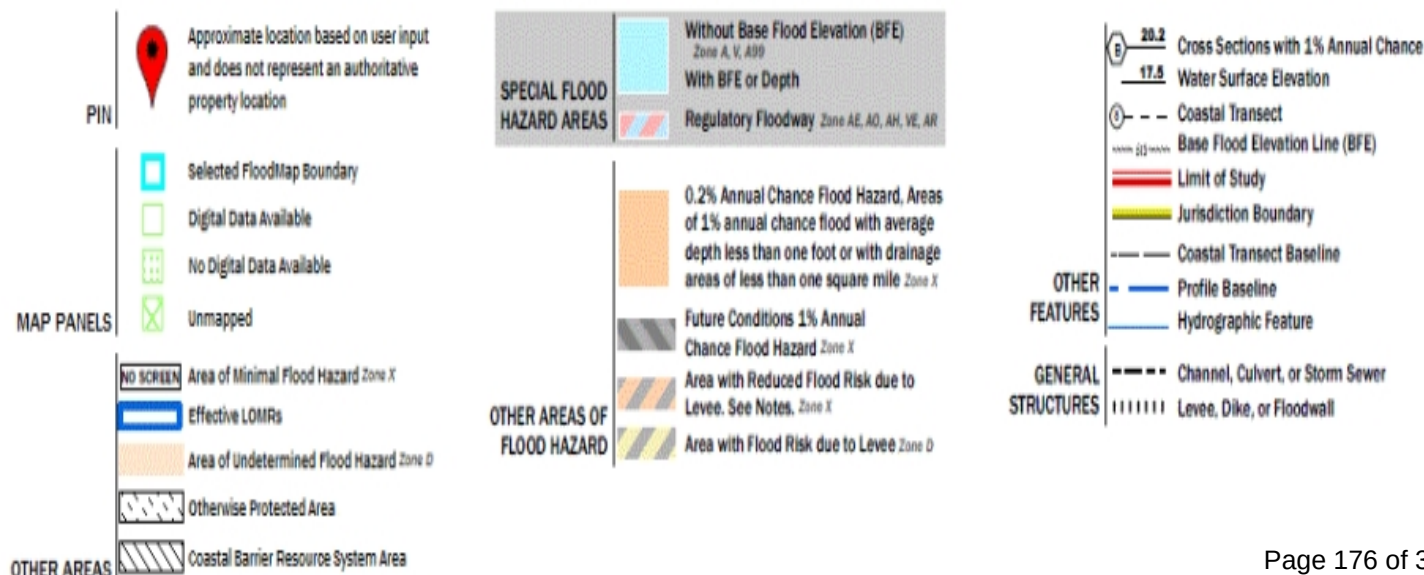
Inspection Fee:			
Service	Price	Amount	Sub-Total
Commercial	750.00	1	750.00
			Tax \$0.00
			Total Price \$750.00

Payment Method: Credit Card
Payment Status: Paid
Note:





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Parcel Owner Mailing	42-10-27-6850-0030-0011 (VID 42416) BLUE CRAB DEVELOPMENT GROUP NORTH LLC 117 N 2ND ST PALATKA FL 32177				Parcel Sales Data							
					Book	Page	Instrument	Sale Date	QSCD	Price		
911 Description	102 REID ST PALATKA 32177 DICK'S MAP OF PALATKA MB2 P46, BLK 3 LYING W'LY OF BK157 P171, (EX THE WEST 122FT + THAT PART, LYING IN HIGHWAY)				1741	0364	WD	2024-01-10	02 I	1,300,000		
					1696	1795	WD	2023-01-12	02 I	45,600		
					1535	1422	TRSD	2019-02-28	01 I	100		
					1535	1419	PRD	2019-02-28	01 I			
					1343	1787	AFFD	2013-03-21	V			
					1312	0452	OAW	2012-02-22	V			
Parent Parcel					Outbuildings and Extra Features							
Exemption	Amount	Remainder	Owner %	Applied To	Line	Code	Units	Length	Width	Sq Ft	Rate	Value
					1	002-03C		9,200	1	9,200	4	27,600
					2	011-03C		368	1	368	3	690
					3	142-03C		62	1	62	4	190
					Total: 28,480							
Improvement Value	113,960	Use Code	01200									
OBXF Value	28,480	Improvements	1									
Land Value	69,980	Location	City of Palatka - Downtown Dist									
Market Value	212,420	Total Acres	0.13									
Just Value CU	0	Zoning	C-2									
Just Value CU	0	FLUM	PB									
Market Adjusted	212,420											
Parcel Value Breakdown												
Taxing District	Assessed Limited	Minus(-) Exemptions		Taxable Value								
County General	212,420	0		212,420								
St Johns River WMD	212,420	0		212,420								
Palatka	212,420	0		212,420								
School	212,420	0		212,420								
Visits	JWP	2024-01-05	JWP	2023-07-26								
Changes	jpal26	2024-04-30	tim	2024-02-29								

Primary Improvement										Improvement Area & Additions				
Description	Warehouse			Title Year		Substructure	03 - Spread Footing	Cabinet & Mill	05 - None	Desc	% Rate	Rate	Sq Ft	Cost
Class	J	Dep Rate	1.25	Title No.		Floor System	01 - Slab on Grade	Floor Finish	19 - Concrete Finished	B00	100	32.95	4,993	164,519
Type		Year Built	1946	Model		Exterior Walls	01 - Conc. Block/Board	Interior Finish	13 - None	CAN	20	6.59	552	3,625
Adj Base Rate	32.95	Eff Yr Built	1980	RP No or Tag		Height (Feet)	10	Paint & Decor	04 - Minimum	OFA	150	49.43	1,705	84,286
Base Sq Ft	4,993	Obs Cond		Length		Party Wall %		Plumbing Fixt		UTU	50	16.48	50	824
% Good	45	Replace Cost	253,254	Width		Sub Frame	02 - Masonry - Pilaster	Bath Tile	06 - None					
Quality	1.00	Dep Rep Cost	113,960	Lot #		Roof Framing	07 - Steel Truss/Purlin	Heating & Air	16 - None					
		Functional Obs		Attachments		Roof Cover	13 - Pre Finished Metal	Electrical	03 - Average					
		Economic Obs		Account		Bed / Bath	/ 0	Corners	8.0					
Total Replacement Cost: 253,254														

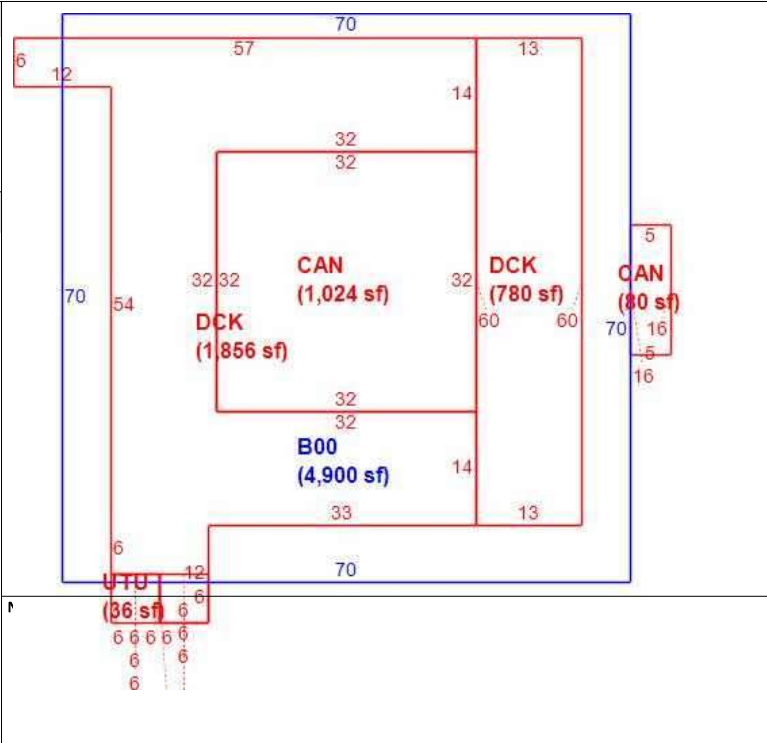
Land															
Line	Code	Description	Depth Chart	Depth In Feet	Corner Factor	Depth Factor	Cond	Unit Price	Adj Unit Price	Units	Just Value	CU Unit Price	CU Value	Just Value CU	Taxable Value
1	071	Downtown Palatka Comm Sq Ft		0	1			4	4	17,496.00	69,980	0	0	0	69,980
Total:											69,980	0	0	69,980	

NOTICE: This is an interim Putnam County file. Property assessment information is subject to change until it is certified in October.

Printed 2024-05-10 10:35 AM

Parcel Owner Mailing	42-10-27-6850-0020-0101 CITY OF PALATKA C/O CITY HALL 201 N 2ND ST PALATKA FL 32177			(VID 42414)
	911 Description	102 N 1ST ST PALATKA 32177 DICK'S MAP OF PALATKA MB2 P46, BLK 2 E 82FT + 11 1/4IN OF, LOT 10 BK232 P585		
Parent Parcel				
Exemption	Amount	Remainder	Owner %	Applied To
WHX	1,090,760	0		All Districts
Improvement Value	978,090	Use Code	08900	
OBXF Value	67,370	Improvements	1	
Land Value	45,300	Location	City of Palatka - Downtown Dist	
Market Value	1,090,760	Total Acres	0.26	
Just Value CU	0	Zoning	DR	
Just Value CU	0	FLUM	COM	
Market Adjusted	1,090,760			
Parcel Value Breakdown				
Taxing District	Assessed Limited	Minus(-) Exemptions	Taxable Value	
County General	1,090,760	1,090,760	0	
St Johns River WMD	1,090,760	1,090,760	0	
Palatka	1,090,760	1,090,760	0	
School	1,090,760	1,090,760	0	
Visits	JWP	2024-02-15	DRH	2018-10-29
Changes	jpal26	2024-02-15	jedw01	2023-09-18

Parcel Sales Data						
Book	Page	Instrument	Sale Date		QSCD	Price
0693	0650	WD	1996-02-01		01 V	67,200
0693	0644	AFFD	1996-02-01		V	
0693	0642	POA	1996-02-01		V	
0684	0936	OOSA	1995-10-01		V	
0684	0930	OOSA	1995-10-01		V	
0684	0928	CODI	1995-10-01		V	
Outbuildings and Extra Features						
Line	Code	Units	Length	Width	Sq Ft	Rate
1	028-99C	1				46,500
2	030-99C	1				20,874
3	001-04C		2,250	1	2,250	6
						Total: 67,370



Primary Improvement										Improvement Area & Additions				
Description	Comm Office		Title Year		Substructure	04 - Special Footing	Cabinet & Mill	02 - Above Average		Desc	% Rate	Rate	Sq Ft	Cost
Class	G	Dep Rate	1	Title No.	Floor System	01 - Slab on Grade	Floor Finish	19 - Concrete Finished		B00	100	161.53	4,900	791,497
Type		Year Built	2015	Model	Exterior Walls	07 - Common Brick	Interior Finish	03 - Drywall - Taped		CAN	20	32.31	1,140	36,829
Adj Base Rate	161.53	Eff Yr Built	2015	RP No or Tag	Height (Feet)	12	Paint & Decor	02 - Above Average		DCK	15	24.23	2,636	63,804
Base Sq Ft	4,900	Obs Cond		Length	Party Wall %		Plumbing Fixt	12		UTU	60	96.92	36	3,554
% Good	91	Replace Cost	1,074,821	Width	Sub Frame	04 - Concrete Reinforced	Bath Tile	02 - Floor 1/2 Wall		Total Replacement Cost: 895,684				
Quality	1.20	Dep Rep Cost	978,090	Lot #	Roof Framing	08 - Reinf. Concrete - PS	Heating & Air	11 - Heat Pump						
		Functional Obs		Attachments	Roof Cover	14 - Precast Concrete	Electrical	02 - Above Average						
		Economic Obs		Account	Bed / Bath	/ 2	Corners	4						

Land														
Line	Code	Description	Depth Chart	Depth In Feet	Corner Factor	Depth Factor	Cond	Unit Price	Adj Unit Price	Units	Just Value	CU Unit Price	CU Value	Taxable Value
1	072	Satsuma Commercial Sq Ft		0	1			4	4	11,326.00	45,300	0	0	45,300
Total:											45,300	0	0	45,300

copy

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this 4th day of December, 2023, by and between BLUE CRAB DEVELOPMENT GROUP NORTH, LLC hereinafter called "Landlord" and NATIONAL INDUSTRIAL SALES (AUTO), LLC, hereinafter called "Tenant."

WITNESSETH that for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties, the parties hereby agree as follows:

1. **DESCRIPTION OF PREMISES.** The LANDLORD hereby leases to the Tenant and the Tenant hereby leases from the Landlord, all of that real property, buildings, and personal property located at 100 & 102 Reid Street in Palatka Florida (hereafter "Premises").

2. **TERM.**

a. **Initial Term.** The Tenant shall have the right to have and to use (as outlined herein) the described premises for an initial term of six (6) months (consisting of six calendar months) and commencing February 1, 2024, and terminating on the 6th month thereafter. Tenant may occupy premises immediately.

b. **Renewal.** Provided the Tenant is in possession of the Premises, and the lease is not previously cancelled or terminated by either party, by operation of law or otherwise, and further provided the Tenant has faithfully complied with and performed the covenants and conditions of this lease, the Tenant may have an option to renew the lease if Landlord and Tenant mutually agree to terms in writing at a minimum of 7% increase.

c. **Month to Month Contingency.** If after the initial term (12 months), Landlord begins negotiating with the City of Palatka for purchase or occupancy of Premises, the term of this Lease shall convert to month-to-month.

3. **USE AND POSSESSION.** Throughout the Term of the lease Tenant shall continuously occupy the leased Premises for automotive reconditioning and sales, and general office space purposes. Also all lawful purposes. The spirit of this lease is for the Tenant to be a good neighbor to the City of Palatka, so they will be agreeable to cooperate with Landlord in the future on any potential land swap. Tenant is responsible for obtaining its own permits and is responsible for operating in the building according to applicable laws. Tenant shall not use the leased premises for any unlawful purpose or in a manner that would constitute a nuisance.

4. **RENT.** Tenant shall pay to Landlord a monthly base rent of \$6,839.97, plus applicable Florida Sales Tax for a total monthly base rent. All rent to be paid by the Tenant to Landlord and shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, at 124 St. Johns Avenue, Palatka, Florida 32177, or at such place or

Tenant(s)' Initial



Landlord's Initial



places as may be designated from time to time by Landlord. Tenant will begin paying all rent on the commencement date of the lease.

5. **ADDITIONAL RENT.** This is a triple-net lease, whereby Tenant pays for taxes, utilities, and insurance. Beginning with the commencement date of the lease and each month thereafter, Tenant shall pay to Landlord as "Additional Rent" the amount of the property taxes, property insurance, utilities and maintenance fees assessed every year of the lease term with respect to Tenant's pro-rata share of the premises.

6. **OPTION TO PURCHASE.** Tenant and Landlord agree the valuation of the property to be \$2,350,000.00, and if mutually agreed in writing, Landlord will sell Tenant property at the agreed valuation price. Landlord will give Tenant 15 days written notice of Landlord's intent to sell or a bona fide offer of purchase, and Tenant shall have a 45-day window to exercise Option to Purchase and close at agreed valuation price of \$2,350,000.00. Landlord will disclose to Tenant the terms of any proposed deal that triggers the Option to Purchase. Property will be sold to Tenant "As-Is", with no appraisals and inspections. This Option to Purchase and the terms in this paragraph shall not be binding if the City of Palatka is the entity who would become the owner or occupant of Premises.

7. **PAYMENT DATE AND LATE FEES.** Base Rent, Additional Rent and other charges (total rent) is due on the 1st day of the month without notice or demand. Total rent or any portion therefore which is not received by the Landlord on the due date will incur a late fee of \$150.00, plus \$15.00 per day for each day that the Total Rent remains unpaid. Late fees shall be considered as additional rent.

8. **SECURITY DEPOSIT.** Simultaneous with the full execution and delivery of this Lease by the parties hereto, the Tenant shall deposit with the Landlord the sum of \$1,000.00 (Security Deposit), which shall be retained by the Landlord as security for the Tenant's payment of Rent and its performance of all obligations under this Lease. Upon the occurrence of Default by the Tenant, in addition to all other available remedies, the Landlord may at its sole discretion:

a. Apply any or all of such sum in payment of any Rent, for the payment of which the Tenant is in default, any expense incurred by the Landlord in curing any such default, and/or any damages suffered by the Landlord by reason of such default, including but not limited to reasonable attorney fees, and/or

b. Retain any or all of such sum as liquidated damages.

Upon termination of this Lease, any such sum which is not so paid or retained shall be returned to the Tenant, within thirty (30) days. Tenant shall not be entitled to any interest on such sum.

9. **ASSIGNMENT AND SUBLETTING.**

a. The tenant shall not mortgage, pledge or encumber this Lease.

Page 2 of 14

Tenant(s)' Initial

ES

Landlord's Initial

CTD

b. the Tenant shall not assign this Lease, or sublet or underlet any or all of the Premises, or permit any other person or entity to occupy any or all of the Premises, without on each occasion first obtaining the Landlord's written consent. A transfer, by any person or persons controlling the Tenant on the date hereof, to person or persons not controlling the Tenant shall be deemed an assignment of the Lease. No such action taken with or without the Landlord's consent shall in any way relieve or release the Tenant from liability for the timely performance of all Tenant's obligations hereunder. The Landlord shall be entitled to receive and retain, and the Tenant shall promptly remit to the Landlord, fifty percent (50%) of any profit which may inure to the Tenant's benefit as a result of any such assignment, subletting or underletting, whether or not consented to by the Landlord.

10. ACCEPTANCE OF POSSESSION. Upon execution of this lease, the Tenant shall be deemed to have accepted the condition of the premises.

11. FIRE AND OTHER CASUALTY.

a. **General.** If the Premises are damaged by fire or other casualty during the Term of this Lease:

i. The Landlord shall restore the Premises, subject to the provision of any mortgage encumbering the Premises, with reasonable promptness to substantially the same condition immediately before such casualty. Landlord may temporarily enter and possess any or all of the Premises for such purpose, without liability for interruption to Tenant's business and shall not be obligated to repair, restore or replace any fixture, improvement, alterations, furniture or other property owned, installed or made by the Tenant.

ii. If the Tenant is deprived of the use of any or all of the premises on account of such casualty, The Base Rent and any Additional Rent payable under this lease shall be abated in proportion to the number of square feet of the premises rendered substantially unfit for occupancy by such casualty, unless because of such damage the undamaged portion of the Premises is made materially unsuitable for use by the Tenant for the purpose set for in this Lease, in which event the Base Rent and any such Additional Rent shall be abated during the period of such deprivation.

b. **Substantial Destruction.** If during the Term the Premises are so damaged by fire or any other casualty that the building is substantially unfit for occupancy as determined by Landlord, or the Premises are damaged to the extent that the Landlord reasonably elects to demolish the Premises, then in either case, the Landlord may elect to terminate this Lease as of the date of the occurrence of the damage, by giving written notice thereof to the Tenant within 30 days after such date. In this event, any prepaid rent will be refunded and Landlord may enter upon and repossess the Premises without further notice.

c. **Tenant's Negligence.** If any such damage to the Premises are cause by or result from the negligent or intentional act(s) or omission(s) of the Tenant, those claiming under the Tenant or any of Tenant's respective officers, employees, agents, or invitees, the Rent shall not be suspended or abated and the Tenant shall pay Landlord upon demand as Additional Rent, the cost of any repairs or restoration made or required as a result of such

Tenant(s)' Initial

Landlord's Initial

damage or if the Landlord chooses not to repair the Premises, Tenant shall pay Landlord for damage or loss Landlord may incur as a result of such damage.

12. UTILITIES. Tenant shall be responsible for its use of utilities. Fees and costs associated with utilities provided by the Landlord shall be Additional Rent as provided for under this Lease. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises unless such interruption or failure in the supply.

13. MAINTENANCE. Tenant shall be responsible for the cost of any repair to the Premises which is caused by or necessitated by the actions or negligence of the Tenant, and Tenant shall reimburse Landlord within ten (10) days of Landlord presenting evidence of such cost together with demand for payment. Tenant shall not permit or make alterations, additions or improvement to the Premises without the prior written consent of the Landlord. If consent is so provided the Tenant shall be solely responsible for costs associated with same, and shall hold the Landlord harmless from any costs or controversy associated with tenants alteration, addition or improvement to the premises. The interests of the Landlord in the Premises shall not be subject to liens for improvements made by the Tenant. The Landlord shall maintain the Premises and any common areas (i.e. parking lot, common hallways, building exterior) in good order and repair, subject to the provisions of paragraph 5, entitled "Additional Rent." The interior and exterior brick is part of the historical character of the building.

14. LIENS. Tenant agrees that it will pay or cause to be paid all costs for work done by it on the Premises, and Tenant will keep Premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under Tenant. Landlord's interest in the premises is not subject to mechanics' liens for improvements made, or contracted for, by Tenant. Tenant must give written notification of this lease provision to all contractors making any improvements on the premises. Tenant agrees to and shall indemnify and save Landlord free and harmless against liability, loss, damage, costs, attorney's fees, and all other expenses on account of claims of lien of laborers, material, men or others for work performed, or materials or supplies furnished for Tenant or persons claiming under Tenant.

15. DEFAULT BY TENANT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. Tenant fails to pay Total Rent or any other sum due as required by this Lease;
- b. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant;
- c. Tenant files for or is adjudicated bankrupt or insolvent; files a petition or answer seeking reorganization or an arrangement with creditors or in anyway avails itself of any insolvency laws.

16. NOTICE OF DEFAULT / CURE OF DEFAULT. Landlord shall provide written notice of any default to the Tenant. If Tenant's default consists of failure to pay any sums due under the Lease, the Tenant shall have 5 days to cure the default by paying the entirety of the sums due. If Tenant's default consists of something other than money, the Tenant shall have ten

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(10) days to proceed to actively, diligently and in good faith proceed to cure said default and continue to do so until default is fully cured. No notice shall be required and the Tenant shall not be entitled to any such grace period more than once during any twelve month period.

17. LANDLORD'S RIGHTS UPON THE EVENT OF DEFAULT. Upon the occurrence of Tenant's default and failure to timely cure, the Landlord may:

- a. Reenter and repossess the Premises and any improvements thereon.
- b. Declare the entire balance of the Rent for the remainder of the Term to be due and payable and all rents and other charges due hereunder to the end of the initial term or any renewal term, if applicable, shall be accelerated and Landlord may collect such balance in any manner not inconsistent with applicable law.
- c. Re-let any or all of the Premises. In which event, the Tenant shall pay the Landlord any deficiency in the Total Rent, as well as costs incurred by the Landlord in re-letting the premises, including but not limited to, repairs, advertising, cleaning fees, and/or attorneys' fees and costs.
- d. Landlord may cure Tenant's default, in which case, the Tenant shall reimburse Landlord for all expenses incurred by Landlord in doing so, plus interest thereon at the highest interest rate applicable by law. Any sums due under this provision shall be considered as additional rent and shall be due and paying immediately upon demand by the Landlord.
- e. Landlord may pursue any combination of such remedies and/or any other remedy available to the Landlord under applicable law.

18. DEFAULT BY LANDLORD. In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days (or such longer period as may be required in the exercise of due diligence) in which to cure any such default. Tenant shall not have any remedy or cause of action by reason hereof unless and until Landlord fails to so cure any default after such notice.

19. HOLDING OVER. Tenant shall not continue to occupy the Premises at the expiration of the Term of this lease, earlier termination of the lease, or any renewal thereof. At the Landlord's sole discretion, Tenant's hold-over occupancy may be deemed a month to month tenancy which may be terminated by either party by providing written notice to the other party at least fifteen (15) days before the end of the calendar month of intent to terminate the tenancy. In the event of Tenant's holdover is considered a month to month tenancy, the Total Rent due shall be twice the applicable Total Rent due at the last month of tenancy during the Term of this lease, and Tenant shall be subject to the same terms and subject to the same conditions of as all other provisions of this lease.

20. RIGHT OF ENTRY. At any reasonable time, Landlord shall have the right to enter the Premises to inspect the Premises; show the Premises to prospective purchasers, mortgagees, or tenants; and/or alter, improve, maintain, or repair the premises. Landlord shall use all reasonable efforts to avoid interfering with Tenant's use and enjoyment of the Premises.

21. INSURANCE AND INDEMNIFICATION.

Tenant(s)' Initial

Landlord's Initial

a. **Increase in Risk.** Tenant shall not do, or permit, any action or thing a result of which may either void or suspend any policy of insurance covering any or all of the Property or cause any insurance premium on the property to be greater as a result of tenants actions.

b. **Insurance to be Maintained by Tenant.** The Tenant shall maintain at its expense, throughout the Term, insurance against loss or liability in connection with bodily injury, death, property damage and destruction, occurring within the Premises or arising out of the use thereof by the Tenant, or its agents, employees, officers, or invitees, visitors and guests under one or more policies of commercial general liability insurance having such limits as to each as are reasonably required by the Landlord from time to time but in any event not less than one million three hundred thousand dollars (\$1,300,000.00) per occurrence for both injury, death, or property damage. Tenant shall maintain fire damage liability insurance with a limit of at least one million three hundred thousand dollars (\$1,300,000.00). Such policy(ies) shall name the Landlord as additional insureds and shall be endorsed to provide at least thirty (30) days written notice to the Landlord prior to cancellation or modification shall be issued by insurers of recognized responsibility and licensed to do business in Florida. Tenant shall provide Landlord with evidence of this coverage prior to taking possession of the Premises and throughout the Term of this lease.

c. **Waiver of Subrogation.** If Tenant is paid any proceeds under any policy of insurance naming Tenant as an insured, on account of any loss, damage or liability, then Tenant hereby releases the Landlord (only to the extent of the amount of such proceeds) from any and all liability for such loss, damage or liability, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the Landlord, its agent or employees, provided that such release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance of the Tenant and provided that such release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder.

d. **Hold Harmless.** The Tenant shall be responsible for, and shall indemnify and hold harmless the Landlord against and from any and all liability arising out of injury to or death of any person or damage to any property occurring within the Premises or in any way connected with the Premises or Tenant's use thereof.

22. **EMINENT DOMAIN.** If any or all of the Premises are taken by exercise of any power of eminent domain, the Landlord shall be entitled to collect from the condemning authority any award made in any such proceeding without deduction or remitter to the Tenant for the Tenant's leasehold estate. If, in the Landlord's opinion, Tenant's continued operation becomes impractical due to an eminent domain proceeding, the Term shall terminate on the date upon which possession is taken by the condemning authority and all Rent payable under this Lease, shall be prorated and paid to such date.

23. **QUIET ENJOYMENT.** Tenant, upon paying the rent and other monetary sums due under this Lease and performing the covenants and conditions of this Lease, may quietly have,

Tenant(s)' Initial

Landlord's Initial

hold, and enjoy the Premises during the term hereof or any extension thereof, subject, however, to the rights of the holders of any of the aforesaid ground leases, mortgages, or deeds of trust.

24. SURRENDER. Upon the expiration or earlier termination of the Term, the Tenant shall surrender the Premises to the Landlord in good order and repair (ordinary wear and tear excepted) and broom-clean. Any and all improvements, repairs, alterations and all other property attached to, or used in connection with or otherwise installed upon the Premises during the Term of the Lease shall immediately upon completion of the installation thereof, be and become the Landlord's property without payment therefore by the Landlord and shall be surrendered to the Landlord upon the expiration of the Lease Term or earlier termination thereof, with the exception of machinery, equipment or fixtures installed by the Tenant and used in the conduct of the Tenant's trade or business (as opposed to a service to the Premises) which shall remain the Tenants property and shall be removed on the date of the expiration of the Term or earlier termination thereof. All such machinery, equipment, or fixtures installed by the Tenant and all furniture, inventory and effects remaining on the Premises after the date of expiration of the Term of this Lease will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by the Landlord without written notice to the Tenant or any other person and without obligation to account for such property. The Tenant shall pay the Landlord for all expenses incurred in connection with the storage or removal of such property including but not limited to the cost of repairing any damage to the building or Premises caused by the removal of such property. The Landlord shall not be responsible for the care or safekeeping of such property and the Tenant hereby waives any and all loss, destruction and/or damage or injury claim which may be occasioned by the aforesaid acts. The Tenants obligations under the paragraph shall survive the expiration or other termination of this lease.

25. ATTORNMENT. In the event any proceedings are brought for default under ground lease or any underlying lease or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of this lease.

26. ESTOPPELS. Tenant agrees to execute, acknowledge and deliver in recordable form to any proposed mortgagee or purchaser, or to Landlord, or to such other person designated by Landlord, a certificate certifying (if such be the case) that this Lease is in full force and effect and that there are not defenses or offsets thereto, or, if Tenant claims any defenses or offsets, stating those claimed by Tenant. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within twenty (20) business days after Landlord's written request therefore shall be conclusive upon Tenant that this lease is in full force and effect without modifications except as may be represented by Landlord and that there are not uncured defaults in Landlord's performance hereunder. Tenant hereby appoints Landlord the attorney-in-fact of Tenant irrevocably to execute and deliver any document or documents provided for herein for and in the name of the Tenant.

Page 7 of 14

Tenant(s)' Initial

Landlord's Initial

27. **RULES AND REGULATIONS.** The Landlord hereby reserves the right to prescribe, at its sole discretion, reasonable Rules and Regulations, having uniform applicability to all tenants in the building and governing the use and enjoyment of the building and remainder of the property, provided that such Rules and Regulations shall not materially interfere with the Tenant's use and enjoyment of the Premises.

28. **NOTICES.** Written notices required under this Lease shall be delivered to:

Notice to Landlord:

Blue Crab Development Group, LLC
124 St. Johns Avenue
Palatka, FL 32177

Notice to Tenant:

NATIONAL INDUSTRIAL SERVICES, LLC
2 KAY LAKEN CIRCLE
PALATKA, FL 32177

29. **GENERAL**

a. **Effectiveness.** This Lease shall become effective upon and only upon the execution and delivery hereof by each party hereto and payment of all sums.

b. **Complete Understanding.** This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between the parties hereto as to the same.

c. **Amendment.** This Lease may be amended only by a written instrument executed and delivered by each party hereto.

d. **Applicable Law/Venue.** This lease shall be given effect and construed by application of the law of Florida, and any action or proceeding arising hereunder shall be brought in Putnam County, Florida.

e. **Waiver.** No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition of any other covenant or condition of this Lease.

f. **Time of Essence.** Time shall be of the essence of this Lease.

g. **Construction.** The terms Lease, lease agreement or agreement shall be inclusive of each other, also to include renewals, extensions or modifications of the Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when

Tenant(s)' Initial

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Landlord's Initial

the tense requires. The paragraph headings and title are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against a party merely because such party has prepared it.

h. **Exhibits.** Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein is made a part hereof as if fully set forth within the Lease.

i. **Severability.** A determination by a court that a provision of this Lease or any amendment hereof is invalid or un-enforceable, shall not affect the validity or enforceability of any other provision of this Lease.

j. **Attorneys' Fees and Costs.** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees and costs and such other action or proceeding in such amount as the court may judge reasonable under the laws of the State of Florida.

k. **Consequential Damages.** Under no circumstances shall the Landlord ever be liable under this Lease for consequential damages or special damages including without limitation damages arising in connection with the interruption of the Tenant's business, and to the extent permitted by the law, the Tenant hereby waives any and all rights with respect to such damages.

l. **Summary Proceedings.** If the Landlord commences any summary proceeding for nonpayment of Rent the Tenant shall not interpose, and hereby waives the right to interpose, any counterclaim in any such proceeding.

30. **PARKING.** Parking for the building is provided by surface parking located around the building.

31. **HAZARDOUS MATERIALS.** Tenant shall not Knowingly (as defined below) cause or permit any Hazardous Material (as defined below in this Section) to be brought upon, kept or used in or about, or generated or disposed from, the Property, except (a) in limited amounts as may be reasonably necessary to conduct Tenant's business in the Premises, and (b) in compliance with all Restrictions and Applicable Laws. Upon the request of Landlord, Tenant shall make available to Landlord information regarding the use, storage, treatment, transportation, generation and disposal of Hazardous Materials brought on, kept or used in or about, or generated or disposed from, the Property by Tenant and its assignees, subtenants, licensees, contractors, or invitees, and their respective shareholders, members, partners, directors, officers, employees, agents and representatives. Tenant shall, on or before the expiration or earlier termination of this Lease, at Tenant's sole cost and expense, remove (in accordance with Applicable Laws and Restrictions) all Hazardous Material brought on, kept or used in or about, or generated or so disposed. In the event Tenant breaches the obligations set forth in this Section, or if any such Hazardous Material results in contamination of the Property, any other property thereon, or any real or personal property outside of the Property, then Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord and its shareholders, members, partners, directors, officers, employees, agents and

Tenant(s)' Initial



Landlord's Initial



representatives from and against any and all actions, causes of actions, judgments, damages, losses, forfeitures, penalties, fines, charges, costs, expenses and other liabilities or obligations or claims therefore (collectively, "Claims"), including, but not limited to, attorney's fees, court costs, expert fees, and investigation, removal, remediation, response and monitoring costs, which arise during or after the Lease Term as a result of such breach or contamination, and Tenant shall promptly take all actions, at its sole cost and expense, as are necessary to return the Property and any other affected property to their respective condition immediately prior to such breach or the introduction of any such Hazardous Material; provided that, in any case, Landlord's written approval of any and all such actions shall first be obtained, and Landlord shall have the right to control same (including the manner in which such actions are performed). Tenant shall immediately notify Landlord of any breach of Tenant's obligations under this section and any release of Hazardous Materials on or at the Premises of which it has Knowledge (as defined below), and the notice shall include within a reasonable time, a description of any measures taken or proposed to be taken to contain and remedy same. Landlord shall have the right to perform any and all environmental investigations deemed necessary or desirable by Landlord, including, but not limited to, "Phase II" or other invasive environmental testing. If Landlord performs such testing that confirms Tenant has breached the obligations stated in this Section or that any Hazardous Material Knowingly introduced by Tenant has contaminated the Property, Tenant shall pay for the cost of such environmental testing. As used herein, (i) the term "Hazardous Material(s)" means any harmful, radioactive, dangerous, infectious, hazardous or toxic liquid, gas, solid, waste, substance or material that is or becomes regulated by any Applicable Law or Governmental Authority and (ii) the terms "Knowingly" and "Knowledge" shall include all matters of which Tenant or any shareholder, member, partner, director, officer, employee, agent or representative of Tenant has actual knowledge or, with exercise of reasonable diligence, should have had knowledge. The covenants contained in this section shall survive the expiration, cancellation or termination of this Lease.

32. RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and testing may be obtained from your county public health unit.

33. MOLD/MILDEW DISCLOSURE. Mold (mildew) is a common, naturally occurring organism that grows indoors and outdoors. Mold may produce adverse health effects although the scientific evidence is unclear as to the extent of health risk and the amount of mold necessary to cause a health impact. All buildings can be susceptible to mold growth. Landlord makes no representation to Tenant concerning the presence or absence of mold or mildew in the Premises or the building at any time or in any quantity. Tenant hereby expressly releases Landlord from any loss, claim, liability or damage now or hereafter arising from or related to the presence of mold or mildew. Tenant shall mitigate mold damage by keeping the premises free of standing water or damp conditions and shall promptly clean or fix any spills or leaks.

34. ASBESTOS DISCLOSURE. A common building material that is sometimes present in many buildings that were built before 1981 is asbestos. Only the presence of asbestos materials

Tenant(s)' Initial 

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Landlord's Initial 

does not create a health risk to residents according to the EPA. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Landlord makes no representation to Tenant concerning the presence or absence of asbestos in the Premises or the building at any time or in any quantity. Tenant hereby expressly releases Landlord from any loss, claim, liability or damage now or hereafter arising from or related to the presence of asbestos.

34. SECURITY. It is Tenant's sole responsibility of maintaining the security of the Premises and providing any security services for its employees, agents, contractors and invitees. Landlord shall have no obligation to provide security services. Landlord shall have no liability for any injury, damage, theft, or other loss to persons or property suffered by Tenant or its employees, agents, contractors or invitees as a result of any tortious or criminal act of any third party in or about the Premises or the building except as a direct result of Landlord's willful misconduct.

35. CONFIDENTIALITY & NON-DISCLOSURE. Tenant understands and acknowledges that disclosure of the specific terms and conditions of this Lease, especially to other tenants or prospective tenants, shall be to the detriment of the Landlord. Accordingly, Tenant agrees to hold Lease Terms in the strictest of confidence. Tenant may disclose Lease Terms to advisory counsel and other parties directly involved in Tenant's business so long as such other parties understand the Lease Terms are confidential and the other parties agree to be bound by the same constraint of non-disclosure as the Tenant.

36. ACKNOWLEDGEMENT OF NON-REPRESENTATION & WAIVER OF ANY POTENTIAL CONFLICT. Landlord is not providing legal, tax, or financial advice to Tenant. Tenant has had the opportunity to seek and understands the advisability of independent counsel. Tenant waives any apparent or actual conflict of interest.

37. GUESTS: Guests are permitted on the premises if they respect others and the building. Landlord maintains right to exclude from the premises any person Landlord deems necessary for the well-being of people or property.

Tenant(s)' Initial

SL

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Landlord's Initial

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IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed as of the date first above written by their respective officers or parties thereunto duly authorized.

Signed, Sealed and Delivered
in our Presence as Witnesses:

Genesis L.
Witness

Genesis La-Boissiere
Printed Name

Hannah Moore
Witness

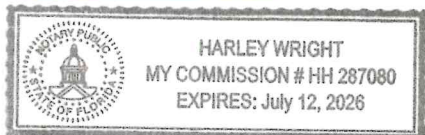
Hannah Moore
Printed Name

Landlord:

Charles T. Douglas, Jr.
For Blue Crab Development Group North, LLC

STATE OF FLORIDA)
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 4th day of December, 2023, by Charles T. Douglas, Jr. as said Landlord, who is personally known to me or who has produced personally known as identification.



Harley Wright
Notary Public

Tenant(s)' Initial SI

Landlord's Initial CTD

[seal]

Tenant(s)' Initial SC

Landlord's Initial CAN

Tenant:

[Signature]
Witness
Jerome Alexander
Printed Name

[Signature]
National Industrial Sales (Auto), LLC

Crystal Alexander
Witness
Crystal Alexander
Printed Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ as said Tenant, who is personally known to me or who has produced _____ as identification.

Notary Public

[seal]

Tenant(s)' Initial [Signature]
Landlord's Initial [Signature]

BLUE CRAB DEVELOPMENT GROUP NORTH, LLC
AFFIDAVIT OF NO ORAL LEASES OR ORAL UNDERSTANDINGS

STATE OF FLORIDA)
COUNTY OF PUTNAM)

BEFORE ME, this day personally appeared CHARLES T. DOUGLAS, JR., the sole member and manager Blue Crab Dev Group North, LLC, a Florida Limited Liability Company, who being duly sworn, deposes and says that the following information is true and correct:

1. I have personal knowledge of the facts stated in this affidavit.
2. Blue Crab Dev Group North, LLC, is the sole owner of the "Port Consolidated Property" located at 102 Reid Street, Palatka, FL 32177 (Putnam County Parcel Numbers: 42-10-27-6850-0030-0010; 42-10-27-6850-0030-0011; 42-10-27-6850-0030-0013).
3. To the affiant's best knowledge and belief, there are no oral leases or oral understandings encumbering or otherwise affecting the property in any way.

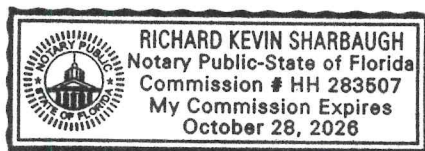
I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

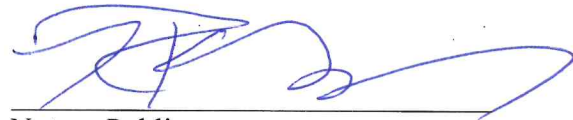


Affiant- CHARLES T. DOUGLAS, JR.

Sole Manager/Member: President, Blue Crab Dev Group North, LLC

Sworn to and subscribed before me on this 10 day of May 2024 by means of physical presence of CHARLES T. DOUGLAS, JR., as Sole Manager/Member: President, Blue Crab Dev Group North, LLC, who is personally known to me identification.





Notary Public

5561 N. University Drive
Suite 103
Coral Springs, Florida 33067

Telephone: (954) 523 - 7601
Telefax: (754) 242 - 9752
je@eisensmithlaw.com

TRANSMITAL MEMO

TO: Kevin Sharbaugh
Douglas Law Firm
117 N. 2nd Street
Palatka, FL 32177

DATE: March 8, 2024

RE: Consolidated Properties of Reid Street LLC - sale to Blue Crab Development Group
North, LLC

ATTACHED:

____ Letter

____ Note

____ Mortgage

 X **Other:** 1. Owner's Title Policy

2. Original, recorded Warranty Deed

This instrument prepared by and return to:
JEFFREY R. EISENSMITH, P.A.
5561 N. University Drive, Suite 103
Coral Springs, Florida 33067

FOLIO NUMBER: 42-10-27-6850-0030-0011
42-10-27-6850-0030-0010
42-10-27-6850-0030-0013

WARRANTY DEED

This Warranty Deed made and executed on this 11th day of JANUARY, 2024, between Consolidated Properties of Reid Street, L.L.C., a Florida limited liability company, 3141 SE 14th Street, Fort Lauderdale, FL 33316 ("Grantor"), to Blue Crab Development Group North, LLC, a Florida limited liability company, whose address is 117 N. 2nd Street, Palatka, FL 32177 ("Grantee").

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Putnam County, Florida, to-wit:

See attached Exhibit "A"

SUBJECT to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2023 and subsequent years

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anyways appertaining.

TO HAVE AND TO HOLD the same in fee simple forever and the Grantor does hereby covenant with said Grantees that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrant the title to said land and will defend the same against

This instrument prepared by and return to:
JEFFREY R. EISENSMITH, P.A.
5561 N. University Drive, Suite 103
Coral Springs, Florida 33067

FOLIO NUMBER: 42-10-27-6850-0030-0011
42-10-27-6850-0030-0010
42-10-27-6850-0030-0013

WARRANTY DEED

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WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Putnam County, Florida, to-wit:

See attached Exhibit "A"

SUBJECT to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2023 and subsequent years

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anyways appertaining.

TO HAVE AND TO HOLD the same in fee simple forever and the Grantor does hereby covenant with said Grantees that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrant the title to said land and will defend the same against

the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF US:

Vanessa Burch
Witness Signature

VANESSA BURCH
Witness Print

6751 CYPRESS RD, PLANTATION, FL 33317
Witness Address

Donald N. Carter Jr.
Witness Signature

Donald N. Carter Jr.
Witness Print

3158 Bendethree Cir, Davie, FL 33328
Witness Address

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 10th day of JANUARY, 2024, by MICHAEL A. SIMMONS, who is personally known to me or produced as identification.

[Signature]
Notary Signature

Printed Notary Signature

My Commission Expires:



Jeffrey R. Eisensmith
Notary Public
State of Florida
Comm# HH070512
Expires 12/9/2024

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

All of Block 3 of the City of Palatka, according to copy of DICK'S MAP OF THE CITY OF PALATKA, filed in the public records of Putnam County, Florida.
EXCEPT THE FOLLOWING:

(a) The West 122 feet thereof as described in deed recorded in Deed Book 63, page 86 of the public records of Putnam County, Florida.

(b) All those parts sold or taken for road right-of-way as described in the following

Instruments filed in the public records of Putnam County, Florida, to-wit: Deed Book 51, page 130, Deed Book 107, page 398, Deed Book 107, page 399, Minutes Circuit Court Book 16, page 245, Minutes Circuit Court Book, 16, page 322, Minutes Circuit Court Book 16, page 370 and O.R. Book 287, page 1039.

AMERICAN LAND TITLE ASSOCIATION

OWNER'S POLICY OF TITLE INSURANCE

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

continued on next page



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111

By *C. Monroe* President

Attest *David Wold* Secretary

SERIAL 021 - 7042933

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: O21-7042933

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Office File Number:
CON PROP REID

**Issuing Office's ALTA®
Registry ID:**
None

Issuing Agent:
811300

Property Address:
3 PID'S , Palatka, FL 32177

Issuing Office:
Jeffrey R. Eisensmith

SCHEDULE A

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900
Tampa, Florida, 33607

Policy Number: **O21-7042933**
Amount of Insurance: **\$1,300,000.00**
Date of Policy: **January 18, 2024 at 3:58PM**

1. The Insured is: **Blue Crab Development Group North, LLC, a Florida limited liability company**
2. The estate or interest in the Land that is insured by this policy is **FEE SIMPLE** as shown by instrument recorded in O.R. Book [1741, Page 364](#), Public Records of Putnam County, Florida.
3. The Title is vested in: **Blue Crab Development Group North, LLC, a Florida limited liability company**
4. The Land is described as follows: **See Exhibit A**

AGENT NO.: 811300
ISSUED BY: Jeffrey R. Eisensmith

Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111

MAILING ADDRESS:
5561 N. University Drive Suite 103
Coral Springs, FL 33067

AGENT'S SIGNATURE

Jeffrey R. Eisensmith

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: O21-7042933

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS POLICY TREATS 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 ARE EXCEPTED FROM COVERAGE.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. General or special taxes and assessments required to be paid in the year **2024** and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Note: Items 2 and 5 are hereby deleted.

7. All matters contained on the Plat of City of Palatka, aka Dicks Map of Palatka, as recorded in Map or Plat Book 2, Page 46, Public Records of Putnam County, Florida.
8. Rights of the lessees under unrecorded leases.
9. Mortgage, Assignment of Leases and Rents, and Security Agreement to Old Republic Exchange Company, a California Corporation, as Qualified Intermediary for Consolidated Properties of Reid Street, L.L.C., a Florida limited liability company, mortgagee(s), recorded in O.R. Book [1741, Page 367](#), Public Records of Putnam County, Florida.

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)
ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

“Exhibit A”

Policy Number: O21-7042933

All of Block 3 of the City of Palatka, according to copy of DICK'S MAP OF THE CITY OF PALATKA, according to the map or plat thereof as recorded in Plat Book 2, Page 46, Public Records of Putnam County, Florida.

EXCEPT THE FOLLOWING:

(a) The West 122 feet thereof as described in deed recorded in Deed Book 63, page 86 of the public records of Putnam County, Florida.

(b) All those parts sold or taken for road right-of-way as described in the following

Instruments filed in the public records of Putnam County, Florida, to-wit: Deed Book 51, page 130, Deed Book 107, page 398, Deed Book 107, page 399, Minutes Circuit Court Book 16, page 245, Minutes Circuit Court Book, 16, page 322, Minutes Circuit Court Book 16, page 370 and O.R. Book [287, page 1039](#).

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;

- (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
- (3) a spouse who receives the Title because of a dissolution of marriage;
- (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
- (5) another Insured named in Item 1 of Schedule A.

ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to

object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

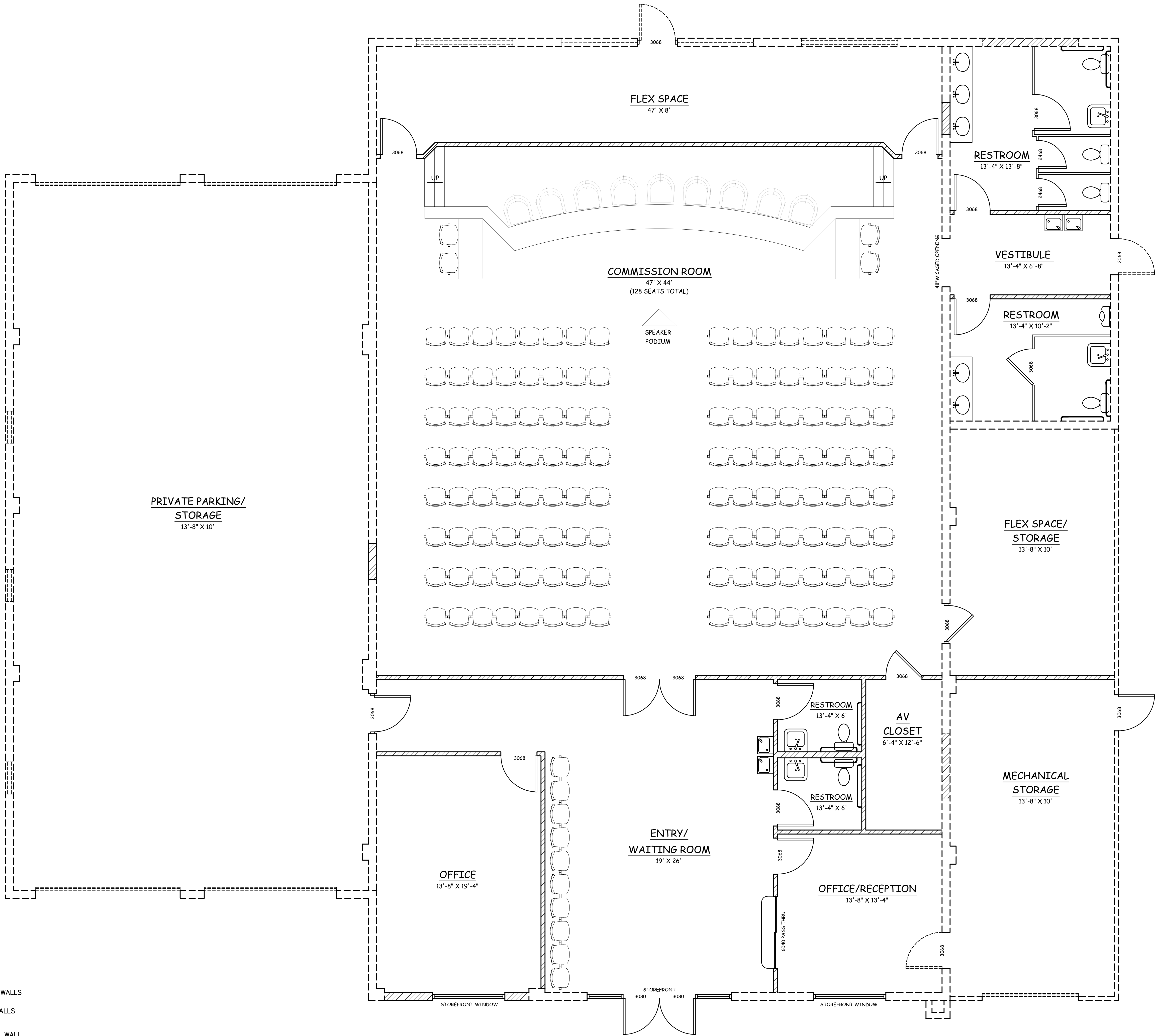
18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

LEGEND:

- DENOTES PROPOSED WALLS
- - - DENOTES EXISTING WALLS
-  - DENOTES CONSTRUCT WALL
-  - DENOTES REMOVE EXISTING WALL



PROPOSED FLOOR PLAN

1/4" = 1'-0"

I HEREBY CERTIFY:
THAT THE CONSTRUCTION PLANS SHOWN HEREON ARE IN COMPLIANCE WITH
CHAPTER 16, SECTION 1609 OF THE 8TH EDITION 2023 FLORIDA BUILDING CODE FOR
130 M.P.H. ULTIMATE DESIGN WIND SPEED (RISK CATEGORY II) ALONG WITH
THE ENTIRE 2023 FLORIDA BUILDING CODE, - (8TH EDITION) RESIDENTIAL.

PROJECT:

COMMISSIONS OFFICE
102 REID ST.
PALATKA, FL

DATE: 6/12/2024

DRAWN BY: E.A.B.

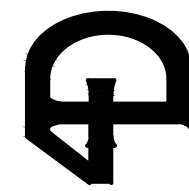
SCALE: AS NOTED

SHEET

1

ENGINEER OF RECORD:

4-D ENGINEERING LLC
1074 S FLORIDA AVE SUITE 201
LAKELAND, FL 33803
PHONE: (386) 937-1949
FL CERTIFICATE OF AUTHORIZATION # 31557
CAREY L. WILKINSON, P.E. - FL # 80472



CONTRACTOR:

REVISIONS #

DESCRIPTION

DATE

Invoice

Remit payment to:

Network Transaction Solutions
1605 S. Alexander Street, Suite 101
Plant City, FL 33563

Billed to:

Palatka Abstract & Title
113 N 4th St
Palatka, FL 32177

Invoice number: LS24-12970 - Lien Search**Invoice date:** May 16, 2024**Please pay before:** June 15, 2024**Our file number:** LS24-12970

Property:

100 Reid Street
Palatka, FL 32177
Putnam County

DESCRIPTION	AMOUNT
Municipal Lien Search X 2 Parcels	190.00
Municipal Fees- Code	130.00
Municipal Fees- Permit	72.46
Invoice total amount due:	<u>\$ 392.46</u>

File Number: LS24-12970
Tax ID: 42-10-27-6850-0030-0010
Date Requested: **05/13/2024**
Seller Name: BLUE CRAB DEVELOPMENT GROUP
NORTH LLC
Property Address: 100 Reid Street, Palatka, FL 32177



Lien Search						
Initial Lien Search		X		Update		
Property Taxes:	Paid	Due	Delinquent	Discount Amount	Through Date	Gross Taxes
2023	X					\$2,246.46

Putnam County: Linda Myers Tax Collector: 312 Oak St, Palatka, FL, 32177
Ph#: 386-329-0282

Utilities: Effective Date:	Attached	Master Meter	Included In Taxes	Private / Municipality	Amount Due
Water 05/15/2024	X			Municipality	NO ACTIVE ACCOUNT
Wastewater				Incl with Water	
Garbage				Incl with Water	
Electric				Private	

For questions regarding UTILITIES, contact City of Palatka at 386-329-0199
City of Palatka: 201 N 2nd ST Palatka FL 32177.

***Utility providers handling this service area are reporting no active accounts. Please contact the seller or realtor to confirm there are no utilities set up for this property.**

	Effective Date	Attached	# of Violations	Through Date	Amount Due
Code Enforcement:	05/14/2024	X	0		
Special Assessments:		X	See non ad val taxes		
Other Fees/Assessments:		N/A			
Permit Issues:	05/14/2024	X	0		

For questions regarding CODE, contact the City of Palatka at 386-329-0115

For questions regarding COUNTY PERMITS, contact Putnam County Building Department at 386-329-0307

For questions regarding PERMIT, contact the City of Palatka at 386-329-0103

VPR NOT REQUESTED.

NOTE This page is a summary of the contained documents. Please review ALL attached documents. If you discover any discrepancies please contact our office immediately for resolution. Please update your search prior to closing. All attached information is held liable by the municipality that provided it. Please note this is not a title search and recorded instruments were not reviewed in this process.

1605 S. Alexander Street, Suite 101, Plant City, FL 33563 * Phone: (813)750-1665 * Fax: 813-517-8411



Property Taxes

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563

22 Results Found, 0 Records Selected

Pay	Print	Year	Property Id	Name/Location	Status	Amount Paid	Date Paid	Due		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2023	42-10-27-8850-0030-0010	CONSOLIDATED PROPERTIES OF REID STREET LLC,100 REID ST PALATKA	Paid	2,166.60	11/30/2023	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2022	42-10-27-8850-0030-0010	STJR LLC,100 REID ST PALATKA	Paid	2,138.11	11/28/2022	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2021	42-10-27-8850-0030-0010	STJR LLC,100 REID ST PALATKA	Paid	2,176.33	11/23/2021	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2020	42-10-27-8850-0030-0010	STJR LLC,100 REID ST PALATKA	Paid	2,203.48	11/30/2020	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2019	42-10-27-8850-0030-0010	STJR LLC,100 REID ST PALATKA	Paid	2,031.24	11/25/2019	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2018	42-10-27-8850-0030-0010	ROBERTS WILLIAM W HEIRS OF,100 REID ST	Paid	1,844.50	11/27/2018	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2017	42-10-27-8850-0030-0010	ROBERTS WILLIAM W HEIRS OF,100 REID ST	Paid	1,885.44	11/30/2017	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2016	42-10-27-8850-0030-0010	ROBERTS WILLIAM W HEIRS OF,100 REID ST	Paid	2,068.19	12/30/2016	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2015	42-10-27-8850-0030-0010	ROBERTS WILLIAM W HEIRS OF,100 REID ST	Paid	1,780.22	11/30/2015	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2014	42-10-27-8850-0030-0010	ROBERTS WILLIAM W HEIRS OF,100 REID ST	Paid	1,955.94	11/30/2014	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2013	42-10-27-8850-0030-0010	ROBERTS WILLIAM W HEIRS OF,100 REID ST	Paid	2,050.48	03/31/2014	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2012	42-10-27-8850-0030-0010	ROBERTS WILLIAM W HEIRS OF,100 REID ST	Paid	1,997.26	01/10/2013	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2011	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 REID ST	Paid	1,951.41	01/28/2012	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2010	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,342.23	01/20/2011	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2009	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,290.11	01/15/2010	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2008	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,532.28	01/15/2009	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2007	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,500.48	01/15/2008	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2006	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,659.62	01/16/2007	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2005	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,673.17	01/13/2006	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2004	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,663.18	01/27/2005	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2003	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,672.10	01/16/2004	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2002	42-10-27-8850-0030-0010	ROBERTS WILLIAM W,100 Reid St	Paid	2,625.45	01/16/2003	0.00		☐

5/14/24, 10:50 AM PLEASE RETURN THIS STUB WITH PAYMENT

Utilities

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563

1605 S. Alexander Street, Suite 101
Plant City, FL 33563
Phone: (813)750-1665
Fax: 813-517-8411
Email: LSPC@ntspros.com
Processor: Kayla Dow



Date: May 14, 2024

To: PALATKA

Property Address: 100 Reid Street, Palatka, FL 32177
Tax ID / Folio No.: 42-10-27-6850-0030-0010 /
Legal:
Property Owner: BLUE CRAB DEVELOPMENT GROUP NORTH LLC
File No.: LS24-12970

PLEASE INDICATE SERVICES YOU PROVIDE AND/OR BILL FOR AT THIS ADDRESS:

- | | |
|---|---|
| ☒ Water | ☐ Master Meter Water |
| ☒ Wastewater | ☐ Master Meter Wastewater |
| ☒ Solid Waste | ☐ Master Meter Solid Waste |
| ☐ Stormwater | ☐ Property is on Septic |
| | ☐ Property is on Well |
| | ☐ Other: _____ |

Is there an open acct. at the property now? ☐ Yes ☒ No

If yes, name on acct. _____

Balance on acct. _____

Acct. No.: _____

For service through: _____

Please send screen prints for all balances

Are there any assessments/liens on this address through your company/dept: ☐ Yes ☒ No

If yes, balance on acct.: _____

Payoff is good through: _____

DATE PROCESSED: 5/15/24

PROCESSED BY: Kara B.

WE THANK YOU FOR YOUR BUSINESS

Code Enforcement & Permitting

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563



Code Enforcement & Permit Search

Property Address:
100 Reid St
Palatka, Florida 32177

Effective Date:
05/14/2024

Requested By:
Network Transaction Solutions
1505 S Alexander St, #103
Plant City, Florida 33563

Folio#: 421027685000300010

Code Enforcement

Case #:	Description:	Amount Due:	Violation Date:	Status:
---------	--------------	-------------	-----------------	---------

None Found

Notes:

Open/Expired Permits

Permit #:	Item/Description:	Status:
-----------	-------------------	---------

None Found

www.orangedata.com

This lien search is based upon the examination of records from the City of Palatka Code Enforcement Department. It does NOT include claims or overdue payments due to the Palatka Gas Authority for utilities. Please contact the Palatka Gas Authority directly at (386)328-1591 for utility information.

Questions?

Code Enforcement: 386-329-0100 ext. 331

Permits: 386-329-0307 - **Permits searched on this report are prior to 2018. For Permits from 2018 forward, please search Putnam County Building Division here: [Citizenserve Online Portal](#)**

Property Registration: 386-329-0100

This search excepts any liens as a result of or caused by computer error, program error, programmer error, or programming limitations, including but not limited to any misspellings or derivations of addresses or names. Liability hereunder for negligence, mistakes or omissions is limited to a sum not to exceed the cost of the lien search.

THIS COMPANY, in issuing this Municipal Information Report (hereinafter referred to as the "Report"), assumes no liability on account of any instrument or proceedings which may contain defects that would render such instrument or proceedings null and void or defective. All information pertaining to the Property are assumed to be good and valid. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the limited amount agreed upon by the parties. This Report contains no expressed or implied opinion, warranty, guarantee, insurance or other similar assurance as to the status of title to real property. This report should only be relied upon for unrecorded matters.



PERMIT PROJECT
FILE #: 24-002982
100 REID PALATKA FL 32177
PERMIT



PERMIT #: LSR24-000380

Permit Type
Lien Search Request

Subtype
Lien Search Request

Work Description:
Permit

Applicant
Network Transaction Solutions -

Status
Issued

Valuation
0.00



FEES & PAYMENTS

Plan Check Fees

35.00

Permit Fees

0.00

Total Amount

35.00

Amount Paid

35.00

Balance Due

0.00

☐ Non-Billable



PERMIT DATES

Application Date
05/14/2024

Approval Date
05/14/2024

Issue Date:
05/14/2024

Expiration Date:

Close Date

Last Inspection

Davey Ziller
5/14/2024

Please check the applicable box(es) for the criteria of information you are requesting:

☐ Code violations open/closed/none

☐ Code lien/liens

☒ Permits open/expired

No open/expired Permits

UTILITY SERVICES

☐ Water

☐ Wastewater

☐ Solid Waste

☐ Gas

☐ Stormwater

☐ Master Meter Water

☐ Master Meter Wastewater

☐ Master Meter Solid Waste

☐ Property is on Septic

☐ Property is on Well

☐ Other

Is there an open account at the property now?

No 

Utility assessments/liens on this address through your company/department?

No 

FEES

FEE 	DESCRIPTION 	QUANTITY	AMOUNT	TOTAL	
LSR Fee				35.00	
Plan Check Fees				35.00	
Permit Fees				0.00	
Total Fees				35.00	

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
05/14/2024	Credit	11234860		9849	Network Tra	35.00	 
Amount Paid						35.00	
Balance Due						0.00	

Property Appraiser

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563

Parcel Owner Mailing	42-10-27-6850-0030-0010 BLUE CRAB DEVELOPMENT GROUP NORTH LLC 117 N 2ND ST PALATKA FL 32177				(VID 42415)																																																																																																																										
	911 Description	100 REID ST. PALATKA 32177 DICK'S MAP OF PALATKA MB2 P46, PT OF BLK 3 LYING E'LY OF, BK157 P171 (EX THAT PART, LYING IN HIGHWAY)																																																																																																																													
Parent Parcel																																																																																																																															
Exemption				Amount				Remainder				Owner %				Applied To																																																																																																															
Improvement Value				0				Use Code				02600																																																																																																																			
OBXF Value				23,610				Improvements				0																																																																																																																			
Land Value				70,500				Location				City of Palatka - Downtown Dist																																																																																																																			
Market Value				94,110				Total Acres				0.37																																																																																																																			
Just Value CU				0				Zoning				C-2																																																																																																																			
Just Value CU				0				FLUM				PB																																																																																																																			
Market Adjusted				94,110																																																																																																																											
Parcel Value Breakdown																																																																																																																															
Taxing District				Assessed Limited				Minus(-) Exemptions				Taxable Value																																																																																																																			
County General				94,110				0				94,110																																																																																																																			
St Johns River WMD				94,110				0				94,110																																																																																																																			
Palatka				94,110				0				94,110																																																																																																																			
School				94,110				0				94,110																																																																																																																			
Visits				JWP				2023-04-05				RGM				2017-03-29																																																																																																															
Changes				maryj				2024-01-24				jedw01				2023-09-18																																																																																																															
Description																Primary Improvement																Improvement Area & Additions																																																																																															
Class																Substructure																Desc																% Rate																Rate																Sq Ft																Cost																															
Type																Floor System																																																																																																															
Adj Base Rate																Exterior Walls																																																																																																															
Base Sq Ft																Height (Feet)																																																																																																															
% Good																Party Wall %																																																																																																															
Quality																Sub Frame																																																																																																															
																Roof Framing																																																																																																															
																Roof Cover																																																																																																															
																Bed / Bath																																																																																																															
																</																																																																																																															

INFO ONLY

12-15-2009

TPP
7 FUEL PUMPS
UNDER-GROUND FUEL TANKS

Sketch by Apex Fly™

Notes

File Number: LS24-12970
Tax ID: 42-10-27-6850-0030-0011
Date Requested: **05/13/2024**
Seller Name: BLUE CRAB DEVELOPMENT GROUP
NORTH LLC
Property Address: 102 Reid Street, Palatka, FL 32177



Lien Search						
Initial Lien Search		X		Update		
Property Taxes:	Paid	Due	Delinquent	Discount Amount	Through Date	Gross Taxes
2023	X					\$4,650.62

Putnam County: Linda Myers Tax Collector: 312 Oak St, Palatka, FL, 32177
Ph#: 386-329-0282

Utilities: Effective Date:	Attached	Master Meter	Included In Taxes	Private / Municipality	Amount Due
Water 05/15/2024	X			Municipality	\$10.06
Wastewater				Incl with Water	
Garbage				Incl with Water	
Electric				Private	

For questions regarding UTILITIES, contact City of Palatka at 386-329-0199
City of Palatka: 201 N 2nd ST Palatka FL 32177.

	Effective Date	Attached	# of Violations	Through Date	Amount Due
Code Enforcement:	05/14/2024	X	0		
Special Assessments:		X	See non ad val taxes		
Other Fees/Assessments:		N/A			
Permit Issues:	05/14/2024	X	0		

For questions regarding CODE, contact the City of Palatka at 386-329-0115
For questions regarding COUNTY PERMITS, contact Putnam County Building Department at 386-329-0307
For questions regarding PERMIT, contact the City of Palatka at 386-329-0103

VPR NOT REQUESTED.

NOTE This page is a summary of the contained documents. Please review ALL attached documents. If you discover any discrepancies please contact our office immediately for resolution. Please update your search prior to closing. All attached information is held liable by the municipality that provided it. Please note this is not a title search and recorded instruments were not reviewed in this process.

1605 S. Alexander Street, Suite 101, Plant City, FL 33563 * Phone: (813)750-1665 * Fax: 813-517-8411



Property Taxes

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563

22 Results Found, 0 Records Selected

Pay	Print	Year	Property Id	Name/Location	Status	Amount Paid	Date Paid	Due		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2023	42-10-27-8850-0030-0011	CONSOLIDATED PROPERTIES OF REID STREET LLC,102 REID ST PALATKA	Paid	4,464.60	11/30/2023	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2022	42-10-27-8850-0030-0011	STJR LLC,102 REID ST PALATKA	Paid	4,302.51	11/28/2022	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2021	42-10-27-8850-0030-0011	STJR LLC,102 REID ST PALATKA	Paid	4,346.25	11/23/2021	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2020	42-10-27-8850-0030-0011	STJR LLC,102 REID ST PALATKA	Paid	4,376.22	11/30/2020	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2019	42-10-27-8850-0030-0011	STJR LLC,102 REID ST PALATKA	Paid	4,228.21	11/25/2019	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2018	42-10-27-8850-0030-0011	ROBERTS WILLIAM W HEIRS OF,102 REID ST	Paid	3,907.96	11/27/2018	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2017	42-10-27-8850-0030-0011	ROBERTS WILLIAM W HEIRS OF,102 REID ST	Paid	3,916.49	11/30/2017	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2016	42-10-27-8850-0030-0011	ROBERTS WILLIAM W HEIRS OF,102 REID ST	Paid	4,211.16	12/30/2016	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2015	42-10-27-8850-0030-0011	ROBERTS WILLIAM W HEIRS OF,102 REID ST	Paid	3,827.08	11/30/2015	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2014	42-10-27-8850-0030-0011	ROBERTS WILLIAM W HEIRS OF,102 REID ST	Paid	4,230.01	11/30/2014	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2013	42-10-27-8850-0030-0011	ROBERTS WILLIAM W HEIRS OF,102 REID ST	Paid	4,413.69	03/31/2014	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2012	42-10-27-8850-0030-0011	ROBERTS WILLIAM W HEIRS OF,102 REID ST	Paid	4,320.22	01/10/2013	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2011	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 REID ST	Paid	6,696.67	01/26/2012	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2010	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	7,124.73	01/20/2011	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2009	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	7,425.59	01/15/2010	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2008	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	7,509.53	01/16/2009	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2007	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	7,507.66	01/15/2008	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2006	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	7,950.07	01/16/2007	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2005	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	5,081.34	01/13/2006	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2004	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	4,615.17	01/27/2005	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2003	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	4,585.33	01/16/2004	0.00		☐
PAY NOW	PRINT BILL PRINT RECEIPT	2002	42-10-27-8850-0030-0011	ROBERTS WILLIAM W,102 Reid St	Paid	4,421.44	01/17/2003	0.00		☐



TAX COLLECTOR

Proudly Serving Putnam County

PUTNAM COUNTY 2023 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER**42-10-27-6850-0030-0011****CONTROL NUMBER**

42416

ESCROW**DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL**

ACCOUNT NUMBER: 42-10-27-6850-0030-0011

Parcel 911 Addresss:

102 REID ST PALATKA

CONSOLIDATED PROPERTIES OF REID STREET LLC

3141 SE 14TH AVE

FT LAUDERDALE, FL 33316

Property Description:DICK'S MAP OF PALATKA MB2 P46, BLK 3 LYING
W'LY OF BK157 P171, (EX THE WEST 122FT +
THAT PART, LYING IN HIGHWAY)**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
PUTNAM COUNTY GENERAL FUND	8.8441	194,030	0	194,030	1,716.02
SCHOOL LOCAL REQUIRED EFFORT	3.1150	194,030	0	194,030	604.40
SCHOOL DISTRICT DISCRETIONARY	0.7480	194,030	0	194,030	145.13
SCHOOL DISTRICT CAPITAL OUTLAY	1.5000	194,030	0	194,030	291.05
VOTED DISTRICT SCHOOL DEBT	0.8670	194,030	0	194,030	168.22
ST. JOHNS RIVER WATER MGMT	0.1793	194,030	0	194,030	34.79
CITY OF PALATKA	6.4000	194,030	0	194,030	1,241.79

TOTAL MILLAGE**21.6534****TOTAL AD VALOREM TAXES****\$4,201.40****EXEMPTIONS****SCAN TO PAY ONLINE****Save Time! Pay online at:**
www.putnamtax.com**NON AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
PALATKA FIRE PROTECTION	449.22	1	449.22

TOTAL NON-AD VALOREM ASSESSMENTS**\$449.22****COMBINED TAXES AND ASSESSMENTS****\$4,650.62****PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: PUTNAM COUNTY TAX****IF PAID BY
PLEASE PAY**

Nov 30, 2023

\$4,464.60

Dec 31, 2023

\$4,511.10

Jan 31, 2024

\$4,557.61

Feb 29, 2024

\$4,604.11

Apr 01, 2024

\$4,650.62April 1, 2024
Delinquent Penalties
and Fees Apply**ACCOUNT NUMBER****42-10-27-6850-0030-0011****PROPERTY ADDRESS**

102 REID ST PALATKA

CONTROL NUMBER

42416

CONSOLIDATED PROPERTIES OF REID
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316**PUTNAM COUNTY 2023 REAL ESTATE****Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments****TAX COLLECTOR**

Proudly Serving Putnam County

P.O. BOX 1339**Palatka, FL 32178****(386) 329-0282**

Contact Phone Number:

() _____

PAY ONLY ONE AMOUNT

Nov 30, 2023

\$4,464.60

Dec 31, 2023

\$4,511.10

Jan 31, 2024

\$4,557.61

Feb 29, 2024

\$4,604.11

Apr 01, 2024

\$4,650.62****** TAXES ARE PAID. FOR YOUR RECORDS ONLY ******

Receipt Number: H11302023P017190

Payment Date: 11/30/2023

Payment Amount: \$4,464.60

Paid By:

1202304241600000000000000014210276850003000112

Utilities

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563

1605 S. Alexander Street, Suite 101
Plant City, FL 33563
Phone: (813)750-1665
Fax: 813-517-8411
Email: LSPC@ntspros.com
Processor: Kayla Dow



Date: May 14, 2024

To: PALATKA

Property Address: 102 Reid Street, Palatka, FL 32177
Tax ID / Folio No.: 42-10-27-6850-0030-0011 /
Legal:
Property Owner: BLUE CRAB DEVELOPMENT GROUP NORTH LLC
File No.: LS24-12970

PLEASE INDICATE SERVICES YOU PROVIDE AND/OR BILL FOR AT THIS ADDRESS:

- | | |
|---|---|
| ☒ Water | ☐ Master Meter Water |
| ☒ Wastewater | ☐ Master Meter Wastewater |
| ☒ Solid Waste | ☐ Master Meter Solid Waste |
| ☐ Stormwater | ☐ Property is on Septic |
| | ☐ Property is on Well |
| | ☐ Other: _____ |

Is there an open acct. at the property now? ☐ Yes ☒ No

If yes, name on acct. Rozier Oil Co.

Balance on acct. \$10.00 *Please send screen prints for all balances*

Acct. No.: 30191

For service through: _____

Are there any assessments/liens on this address through your company/dept: ☐ Yes ☒ No

If yes, balance on acct.: _____

Payoff is good through: _____

DATE PROCESSED: 5/15/24

PROCESSED BY: Kara B.

WE THANK YOU FOR YOUR BUSINESS

*** Account/Location Inquiry**

Account Number/Payid: 30191

ROZIER OIL CO

Location Code: 1030861

102 Reid St, Palatka, FL 32177-3724

Submit

Account - PO BOX 350430 Ft Lauderdale, FL 33335-0430 Tel:

Total Location Balance: \$10.06

Third Party Contacts

Account Miscellaneous Questions

Customer Notes

Location: 1030861 Payid: NANA - 102 Reid St, Palatka, FL 32177-3724 / Status: Finaled / No Bill / Balance:\$ 10.06

Billing History

From Date: 04/30/2023 To Date: 06/14/2024 Records Per Page: 20

Go



Trans Type	Trans Date	Bill From Date	Bill To Date	Due Date	Creation Date	Amount	Tax	Penalty	Penalty Forgiven	Total	Account Balance	Details
Apply Credit	04/30/24				04/30/24	0.00	0.00	0.00	0.00	0.00	10.06	
Final Bill	04/29/24	04/07/24	04/12/24	05/19/24	04/29/24	10.06	0.00	0.00	0.00	10.06	10.06	RUN Information
Payment	04/29/24				04/25/24	417.40	0.00	0.00	0.00	417.40	0.00	Payment
Cycle Bill	04/09/24	03/07/24	04/06/24	04/29/24	04/09/24	413.20	4.20	0.00	0.00	417.40	417.40	RUN Information
Payment	03/28/24				03/27/24	403.45	0.00	0.00	0.00	403.45	0.00	Payment
Cycle Bill	03/08/24	02/07/24	03/06/24	03/28/24	03/08/24	399.92	3.53	0.00	0.00	403.45	403.45	RUN Information
Payment	02/29/24				02/28/24	403.45	0.00	0.00	0.00	403.45	0.00	Payment
Cycle Bill	02/09/24	01/07/24	02/06/24	02/29/24	02/09/24	399.92	3.53	0.00	0.00	403.45	403.45	RUN Information
Payment	01/29/24				01/26/24	403.45	0.00	0.00	0.00	403.45	0.00	Payment
Cycle Bill	01/09/24	12/07/23	01/06/24	01/29/24	01/09/24	399.92	3.53	0.00	0.00	403.45	403.45	RUN Information
Payment	12/29/23				12/28/23	403.45	0.00	0.00	0.00	403.45	0.00	Payment
Cycle Bill	12/08/23	11/07/23	12/06/23	12/28/23	12/08/23	399.92	3.53	0.00	0.00	403.45	403.45	RUN Information
Payment	11/29/23				11/28/23	403.45	0.00	0.00	0.00	403.45	0.00	Payment
Cycle Bill	11/09/23	10/07/23	11/06/23	11/29/23	11/09/23	399.92	3.53	0.00	0.00	403.45	403.45	RUN Information
Payment	10/30/23				10/30/23	403.45	0.00	0.00	0.00	403.45	0.00	Payment
Cycle Bill	10/09/23	09/07/23	10/06/23	10/29/23	10/10/23	399.92	3.53	0.00	0.00	403.45	403.45	RUN Information
Payment	09/28/23				09/27/23	371.98	0.00	0.00	0.00	371.98	0.00	Payment
Cycle Bill	09/08/23	08/07/23	09/06/23	09/28/23	09/08/23	368.77	3.21	0.00	0.00	371.98	371.98	RUN Information
Payment	08/29/23				08/28/23	371.98	0.00	0.00	0.00	371.98	0.00	Payment
Cycle Bill	08/09/23	07/07/23	08/06/23	08/29/23	08/10/23	368.77	3.21	0.00	0.00	371.98	371.98	RUN Information



1 to 20 of 27 Records



Location Information And Financial Status

Accounts Receivable

Unprocessed Adjustments And Receipts

Deposits

Tap & Development Fees

Location Miscellaneous Questions

Customer/Location Notes

Location Notes

Previous & Future Customers



Code Enforcement & Permitting

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563



Code Enforcement & Permit Search

Property Address:
102 Reid St
Palatka, Florida 32177

Effective Date:
05/14/2024

Requested By:
Network Transaction Solutions
1505 S Alexander St, #103
Plant City, Florida 33563

Folio#: 421027685000300011

Code Enforcement

Case #:	Description:	Amount Due:	Violation Date:	Status:
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None Found

Notes:

Open/Expired Permits

Permit #:	Item/Description:	Status:
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None Found

www.orangedata.com

This lien search is based upon the examination of records from the City of Palatka Code Enforcement Department. It does NOT include claims or overdue payments due to the Palatka Gas Authority for utilities. Please contact the Palatka Gas Authority directly at (386)328-1591 for utility information.

Questions?

Code Enforcement: 386-329-0100 ext. 331

Permits: 386-329-0307 - **Permits searched on this report are prior to 2018. For Permits from 2018 forward, please search Putnam County Building Division here: [Citizenserve Online Portal](#)**

Property Registration: 386-329-0100

This search excepts any liens as a result of or caused by computer error, program error, programmer error, or programming limitations, including but not limited to any misspellings or derivations of addresses or names. Liability hereunder for negligence, mistakes or omissions is limited to a sum not to exceed the cost of the lien search.

THIS COMPANY, in issuing this Municipal Information Report (hereinafter referred to as the "Report"), assumes no liability on account of any instrument or proceedings which may contain defects that would render such instrument or proceedings null and void or defective. All information pertaining to the Property are assumed to be good and valid. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the limited amount agreed upon by the parties. This Report contains no expressed or implied opinion, warranty, guarantee, insurance or other similar assurance as to the status of title to real property. This report should only be relied upon for unrecorded matters.



PERMIT PROJECT
FILE #: 24-002983
102 REID ST PALATKA FL 32177
PERMIT



PERMIT #: LSR24-000381

Permit Type
Lien Search Request

Subtype
Lien Search Request

Work Description:
Permit

Applicant
Network Transaction Solutions -

Status
Issued

Valuation
0.00



FEES & PAYMENTS

Plan Check Fees	35.00
Permit Fees	0.00
Total Amount	35.00
Amount Paid	35.00
Balance Due	0.00

☐ Non-Billable



PERMIT DATES

Application Date
05/14/2024

Approval Date
05/14/2024

Issue Date:
05/14/2024

Expiration Date:

Close Date

Last Inspection

Please check the applicable box(es) for the criteria of information you are requesting:

☐ Code violations open/closed/none

Davey Zinn
5/14/2024

☐ Code lien/liens

☒ Permits open/expired

No open/expired Permits

UTILITY SERVICES

☐ Water

☐ Wastewater

☐ Solid Waste

☐ Gas

☐ Stormwater

☐ Master Meter Water

☐ Master Meter Wastewater

☐ Master Meter Solid Waste

☐ Property is on Septic

☐ Property is on Well

☐ Other

Is there an open account at the property now?

No

Utility assessments/liens on this address through your company/department?

No

FEES

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
LSR Fee				35.00
Plan Check Fees				35.00
Permit Fees				0.00
Total Fees				35.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
05/14/2024	Credit	11234903		9851	Network Tra	35.00
Amount Paid						35.00
Balance Due						0.00

Property Appraiser

813.750.1665



LienSearch@NTSpros.com



www.NTSpros.com



1503 S. Alexander St. #103



Plant City, FL 33563

Parcel Owner Mailing	42-10-27-6850-0030-0011 BLUE CRAB DEVELOPMENT GROUP NORTH LLC 117 N 2ND ST PALATKA FL 32177				(VID 42416)				Parcel Sales Data				QSCD		Price				
	911 Description				102 REID ST PALATKA 32177 DICK'S MAP OF PALATKA MB2 P46, BLK 3 LYING W'LY OF BK157 P171, (EX THE WEST 122FT + THAT PART, LYING IN HIGHWAY)				Book	Page	Instrument	Sale Date							
Parent Parcel								1741	0364	WD	2024-01-10		02 I	1,300,000					
Exemption				Amount	Remainder	Owner %	Applied To	1696	1795	WD	2023-01-12		02 I	45,600					
								1535	1422	TRSD	2019-02-28		01 I	100					
								1535	1419	PRD	2019-02-28		01 I						
								1343	1787	AFFD	2013-03-21		V						
								1312	0452	OAW	2012-02-22		V						
								Outbuildings and Extra Features											
				Line	Code	Units	Length	Width	Sq Ft	Rate	Value								
				1	002-03C		9,200	1	9,200	4	27,600								
				2	011-03C		368	1	368	3	690								
				3	142-03C		62	1	62	4	190								
				Total: 28,480															
Improvement Value				113,960	Use Code	01200													
OBXF Value				28,480	Improvements	1													
Land Value				69,980	Location	City of Palatka - Downtown Dist													
Market Value				212,420	Total Acres	0.13													
Just Value CU				0	Zoning	C-2													
Just Value CU				0	FLUM	PB													
Market Adjusted				212,420															
Parcel Value Breakdown																			
Taxing District				Assessed Limited	Minus(-) Exemptions		Taxable Value												
County General				212,420	0		212,420												
St Johns River WMD				212,420	0		212,420												
Palatka				212,420	0		212,420												
School				212,420	0		212,420												
Visits				JWP	2024-01-05	JWP	2023-07-26												
Changes				jpal26	2024-04-30	tim	2024-02-29												
Primary Improvement																			
Description		Warehouse		Title Year		Substructure		03 - Spread Footing		Cabinet & Mill		05 - None		Improvement Area & Additions					
Class		J		Title No.		Floor System		01 - Slab on Grade		Floor Finish		19 - Concrete Finished		Desc					
Type		Year Built		1946		Exterior Walls		01 - Conc. Block/Board		Interior Finish		13 - None		% Rate					
Adj Base Rate		32.95		RP No or Tag		Height (Feet)		10		Paint & Decor		04 - Minimum		Rate					
Base Sq Ft		4,993		Length		Party Wall %				Plumbing Fixt				Sq Ft					
% Good		45		Width		Sub Frame		02 - Masonry - Pilaster		Bath Tile		06 - None		Cost					
Quality		1.00		Lot #		Roof Framing		07 - Steel Truss/Purlin		Heating & Air		16 - None							
				Attachments		Roof Cover		13 - Pre Finished Metal		Electrical		03 - Average							
				Account		Bed / Bath		/ 0		Corners		8.0							
Total Replacement Cost: 253,254																			
Land																			
Line	Code	Description	Depth Chart	Depth In Feet	Corner Factor	Depth Factor	Cond	Unit Price	Adj Unit Price	Units	Just Value	CU Unit Price	CU Value	Just Value CU	Taxable Value				
1	071	Downtown Palatka Comm Sq Ft		0	1			4	4	17,496.00	69,980	0	0	0	69,980				
Total: 69,980 0 0 69,980																			

NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 102 REID ST
DICK'S MAP OF PALATKA MB2 P46, BLK 3 LYING W'LY
OF BK157 P171, (EX THE WEST 122FT + THAT PART,
LYING IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0011

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316**DO NOT PAY
THIS IS NOT A BILL**

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	188,790	0	188,790	0	188,790	
School	188,790	0	188,790	0	188,790	
Municipality	188,790	0	188,790	0	188,790	
Other	188,790	0	188,790	0	188,790	
This Year: County	194,030	0	194,030	0	194,030	
School	194,030	0	194,030	0	194,030	
Municipality	194,030	0	194,030	0	194,030	
Other	194,030	0	194,030	0	194,030	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

If the Property Appraiser's Office is unable to resolve the matter as to MARKET VALUE, CLASSIFICATION, or an EXEMPTION, you may file a PETITION for adjustment with the VALUE ADJUSTMENT BOARD; PETITION forms are available from the Property Appraiser's website at www.putnam-fl.com/app and MUST BE FILED ON OR BEFORE:

5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	188,790	9.3099	1,757.62	194,030	8.9999	1,746.25	8.2987	1,610.20
Fire MSTU								
Public Schools:								
By State Law	188,790	3.2150	606.96	194,030	3.1150	604.40	2.7844	540.26
By Local Board	188,790	2.2480	424.40	194,030	3.1150	604.40	1.9469	377.76
St Johns River WMD	188,790	0.1974	37.27	194,030	0.1793	34.79	0.1793	34.79
Palatka	188,790	6.4000	1,208.26	194,030	6.4000	1,241.79	5.0339	976.73
Total Ad-Valorem Property Taxes			4,034.51			4,231.63		3,539.74

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	4,034.51	4,231.63	3,539.74
Non-Ad Valorem Tax	0	0	0
Total Tax	4,034.51	4,231.63	3,539.74

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Taxing Authority Hearing Information	
County & Fire MSTU	September 12, 2023 at 5:05 PM Government Complex 2509 Crill Ave, Ste 100, Palatka, FL 32177 386-329-0205
Public Schools	September 5, 2023 at 5:05 PM School Board Meeting Room 200 Reid St, Palatka, FL 32177 386-329-0513
Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

Assessment Reductions:

Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are listed: 1) Save Our Home and Limitation for Non-Homestead properties. 2) Greenbelt and Conservation land are valued based on current use rather than their market value. 3) Pollution Control devices (Tangible Personal Property) are valued based upon their market value as salvage. Some reductions lower the assessed value only for levies of certain taxing authorities.

Assessed Value:

The market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Exemptions:

Any exemption that applies to your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority.

Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

All other Taxing Authorities which parcel is subject to taxation by: Fire MSTU, St. Johns River Water Management District or Suwannee River Water Management District.

Taxing Authorities are grouped into these "TAXING DISTRICT" categories because different exemptions and assessment reductions apply to different Taxing Authorities.

Column 1 - "Taxable Value Last Year"

This column shows last year's taxable value used in the calculation of taxes for that specific taxing authority.

Columns 2 & 3 - "Your Final Tax Rate and Taxes Last Year"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown below. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

Columns 7 & 8 - "Your Tax Rate and Taxes this Year IF NO Budget Change is Made"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Your FINAL TAX BILL may contain NON-AD VALOREM ASSESSMENTS which may not be reflected on this notice such as Assessments for Roads, Drainage, Garbage, Fire, Lighting, Water, Sewer, or Other Governmental Services and Facilities which may be levied by your County, City, Special Districts or Other Taxing Authority.

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 00 Unassigned Location RE
DICK'S MAP OF PALATKA MB2 P46, PT OF BLK 3
BK157 P171 (EX, THAT PART LYING IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0013

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316**DO NOT PAY**
THIS IS NOT A BILL

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	33,540	0	33,540	0	33,540	
School	33,540	0	33,540	0	33,540	
Municipality	33,540	0	33,540	0	33,540	
Other	33,540	0	33,540	0	33,540	
This Year: County	33,430	0	33,430	0	33,430	
School	33,430	0	33,430	0	33,430	
Municipality	33,430	0	33,430	0	33,430	
Other	33,430	0	33,430	0	33,430	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

If the Property Appraiser's Office is unable to resolve the matter as to MARKET VALUE, CLASSIFICATION, or an EXEMPTION, you may file a PETITION for adjustment with the VALUE ADJUSTMENT BOARD; PETITION forms are available from the Property Appraiser's website at www.putnam-fl.com/app and MUST BE FILED ON OR BEFORE:

5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	33,540	9.3099	312.25	33,430	8.9999	300.87	8.2987	277.43
Fire MSTU								
Public Schools:								
By State Law	33,540	3.2150	107.83	33,430	3.1150	104.13	2.7844	93.08
By Local Board	33,540	2.2480	75.40	33,430	3.1150	104.13	1.9469	65.08
St Johns River WMD	33,540	0.1974	6.62	33,430	0.1793	5.99	0.1793	5.99
Palatka	33,540	6.4000	214.66	33,430	6.4000	213.95	5.0339	168.28
Total Ad-Valorem Property Taxes			716.76			729.07		609.86

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	716.76	729.07	609.86
Non-Ad Valorem Tax	0	0	0
Total Tax	716.76	729.07	609.86

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Taxing Authority Hearing Information	
County & Fire MSTU	September 12, 2023 at 5:05 PM Government Complex 2509 Crill Ave, Ste 100, Palatka, FL 32177 386-329-0205
Public Schools	September 5, 2023 at 5:05 PM School Board Meeting Room 200 Reid St, Palatka, FL 32177 386-329-0513
Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

Assessment Reductions:

Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are listed: 1) Save Our Home and Limitation for Non-Homestead properties. 2) Greenbelt and Conservation land are valued based on current use rather than their market value. 3) Pollution Control devices (Tangible Personal Property) are valued based upon their market value as salvage. Some reductions lower the assessed value only for levies of certain taxing authorities.

Assessed Value:

The market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Exemptions:

Any exemption that applies to your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority.

Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

All other Taxing Authorities which parcel is subject to taxation by: Fire MSTU, St. Johns River Water Management District or Suwannee River Water Management District.

Taxing Authorities are grouped into these "TAXING DISTRICT" categories because different exemptions and assessment reductions apply to different Taxing Authorities.

Column 1 - "Taxable Value Last Year"

This column shows last year's taxable value used in the calculation of taxes for that specific taxing authority.

Columns 2 & 3 - "Your Final Tax Rate and Taxes Last Year"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown below. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

Columns 7 & 8 - "Your Tax Rate and Taxes this Year IF NO Budget Change is Made"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Your FINAL TAX BILL may contain NON-AD VALOREM ASSESSMENTS which may not be reflected on this notice such as Assessments for Roads, Drainage, Garbage, Fire, Lighting, Water, Sewer, or Other Governmental Services and Facilities which may be levied by your County, City, Special Districts or Other Taxing Authority.

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 100 REID ST
DICK'S MAP OF PALATKA MB2 P46, PT OF BLK 3
LYING E'LY OF, BK157 P171 (EX THAT PART, LYING
IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0010

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE FL 33316**DO NOT PAY**
THIS IS NOT A BILL

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	94,740	0	94,740	0	94,740	
School	94,740	0	94,740	0	94,740	
Municipality	94,740	0	94,740	0	94,740	
Other	94,740	0	94,740	0	94,740	
This Year: County	94,430	0	94,430	0	94,430	
School	94,430	0	94,430	0	94,430	
Municipality	94,430	0	94,430	0	94,430	
Other	94,430	0	94,430	0	94,430	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

If the Property Appraiser's Office is unable to resolve the matter as to MARKET VALUE, CLASSIFICATION, or an EXEMPTION, you may file a PETITION for adjustment with the VALUE ADJUSTMENT BOARD; PETITION forms are available from the Property Appraiser's website at www.putnam-fl.com/app and MUST BE FILED ON OR BEFORE:

5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	94,740	9.3099	882.02	94,430	8.9999	849.86	8.2987	783.65
Fire MSTU								
Public Schools:								
By State Law	94,740	3.2150	304.59	94,430	3.1150	294.15	2.7844	262.93
By Local Board	94,740	2.2480	212.98	94,430	3.1150	294.15	1.9469	183.85
St Johns River WMD	94,740	0.1974	18.70	94,430	0.1793	16.93	0.1793	16.93
Palatka	94,740	6.4000	606.34	94,430	6.4000	604.35	5.0339	475.35
Total Ad-Valorem Property Taxes		2,024.63			2,059.44		1,722.71	

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	2,024.63	2,059.44	1,722.71
Non-Ad Valorem Tax	0	0	0
Total Tax	2,024.63	2,059.44	1,722.71

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

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Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

Assessment Reductions:

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The market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

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Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

All other Taxing Authorities which parcel is subject to taxation by: Fire MSTU, St. Johns River Water Management District or Suwannee River Water Management District.

Taxing Authorities are grouped into these "TAXING DISTRICT" categories because different exemptions and assessment reductions apply to different Taxing Authorities.

Column 1 - "Taxable Value Last Year"

This column shows last year's taxable value used in the calculation of taxes for that specific taxing authority.

Columns 2 & 3 - "Your Final Tax Rate and Taxes Last Year"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

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Columns 7 & 8 - "Your Tax Rate and Taxes this Year IF NO Budget Change is Made"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

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Your FINAL TAX BILL may contain NON-AD VALOREM ASSESSMENTS which may not be reflected on this notice such as Assessments for Roads, Drainage, Garbage, Fire, Lighting, Water, Sewer, or Other Governmental Services and Facilities which may be levied by your County, City, Special Districts or Other Taxing Authority.

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NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 102 REID ST
DICK'S MAP OF PALATKA MB2 P46, BLK 3 LYING W'LY
OF BK157 P171, (EX THE WEST 122FT + THAT PART,
LYING IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0011

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316**DO NOT PAY
THIS IS NOT A BILL**

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	188,790	0	188,790	0	188,790	
School	188,790	0	188,790	0	188,790	
Municipality	188,790	0	188,790	0	188,790	
Other	188,790	0	188,790	0	188,790	
This Year: County	194,030	0	194,030	0	194,030	
School	194,030	0	194,030	0	194,030	
Municipality	194,030	0	194,030	0	194,030	
Other	194,030	0	194,030	0	194,030	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

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5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	188,790	9.3099	1,757.62	194,030	8.9999	1,746.25	8.2987	1,610.20
Fire MSTU								
Public Schools:								
By State Law	188,790	3.2150	606.96	194,030	3.1150	604.40	2.7844	540.26
By Local Board	188,790	2.2480	424.40	194,030	3.1150	604.40	1.9469	377.76
St Johns River WMD	188,790	0.1974	37.27	194,030	0.1793	34.79	0.1793	34.79
Palatka	188,790	6.4000	1,208.26	194,030	6.4000	1,241.79	5.0339	976.73
Total Ad-Valorem Property Taxes			4,034.51			4,231.63		3,539.74

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	4,034.51	4,231.63	3,539.74
Non-Ad Valorem Tax	0	0	0
Total Tax	4,034.51	4,231.63	3,539.74

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

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Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

Assessment Reductions:

Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are listed: 1) Save Our Home and Limitation for Non-Homestead properties. 2) Greenbelt and Conservation land are valued based on current use rather than their market value. 3) Pollution Control devices (Tangible Personal Property) are valued based upon their market value as salvage. Some reductions lower the assessed value only for levies of certain taxing authorities.

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Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

All other Taxing Authorities which parcel is subject to taxation by: Fire MSTU, St. Johns River Water Management District or Suwannee River Water Management District.

Taxing Authorities are grouped into these "TAXING DISTRICT" categories because different exemptions and assessment reductions apply to different Taxing Authorities.

Column 1 - "Taxable Value Last Year"

This column shows last year's taxable value used in the calculation of taxes for that specific taxing authority.

Columns 2 & 3 - "Your Final Tax Rate and Taxes Last Year"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown below. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

Columns 7 & 8 - "Your Tax Rate and Taxes this Year IF NO Budget Change is Made"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

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Your FINAL TAX BILL may contain NON-AD VALOREM ASSESSMENTS which may not be reflected on this notice such as Assessments for Roads, Drainage, Garbage, Fire, Lighting, Water, Sewer, or Other Governmental Services and Facilities which may be levied by your County, City, Special Districts or Other Taxing Authority.

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NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 00 Unassigned Location RE
DICK'S MAP OF PALATKA MB2 P46, PT OF BLK 3
BK157 P171 (EX, THAT PART LYING IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0013

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316**DO NOT PAY
THIS IS NOT A BILL**

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	33,540	0	33,540	0	33,540	
School	33,540	0	33,540	0	33,540	
Municipality	33,540	0	33,540	0	33,540	
Other	33,540	0	33,540	0	33,540	
This Year: County	33,430	0	33,430	0	33,430	
School	33,430	0	33,430	0	33,430	
Municipality	33,430	0	33,430	0	33,430	
Other	33,430	0	33,430	0	33,430	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

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5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	33,540	9.3099	312.25	33,430	8.9999	300.87	8.2987	277.43
Fire MSTU								
Public Schools:								
By State Law	33,540	3.2150	107.83	33,430	3.1150	104.13	2.7844	93.08
By Local Board	33,540	2.2480	75.40	33,430	3.1150	104.13	1.9469	65.08
St Johns River WMD	33,540	0.1974	6.62	33,430	0.1793	5.99	0.1793	5.99
Palatka	33,540	6.4000	214.66	33,430	6.4000	213.95	5.0339	168.28
Total Ad-Valorem Property Taxes			716.76			729.07		609.86

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	716.76	729.07	609.86
Non-Ad Valorem Tax	0	0	0
Total Tax	716.76	729.07	609.86

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

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PUBLIC HEARINGS:

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Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

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These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

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Your FINAL TAX BILL may contain NON-AD VALOREM ASSESSMENTS which may not be reflected on this notice such as Assessments for Roads, Drainage, Garbage, Fire, Lighting, Water, Sewer, or Other Governmental Services and Facilities which may be levied by your County, City, Special Districts or Other Taxing Authority.

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 100 REID ST
DICK'S MAP OF PALATKA MB2 P46, PT OF BLK 3
LYING E'LY OF, BK157 P171 (EX THAT PART, LYING
IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0010

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE FL 33316**DO NOT PAY**
THIS IS NOT A BILL

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	94,740	0	94,740	0	94,740	
School	94,740	0	94,740	0	94,740	
Municipality	94,740	0	94,740	0	94,740	
Other	94,740	0	94,740	0	94,740	
This Year: County	94,430	0	94,430	0	94,430	
School	94,430	0	94,430	0	94,430	
Municipality	94,430	0	94,430	0	94,430	
Other	94,430	0	94,430	0	94,430	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

If the Property Appraiser's Office is unable to resolve the matter as to MARKET VALUE, CLASSIFICATION, or an EXEMPTION, you may file a PETITION for adjustment with the VALUE ADJUSTMENT BOARD; PETITION forms are available from the Property Appraiser's website at www.putnam-fl.com/app and MUST BE FILED ON OR BEFORE:

5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	94,740	9.3099	882.02	94,430	8.9999	849.86	8.2987	783.65
Fire MSTU								
Public Schools:								
By State Law	94,740	3.2150	304.59	94,430	3.1150	294.15	2.7844	262.93
By Local Board	94,740	2.2480	212.98	94,430	3.1150	294.15	1.9469	183.85
St Johns River WMD	94,740	0.1974	18.70	94,430	0.1793	16.93	0.1793	16.93
Palatka	94,740	6.4000	606.34	94,430	6.4000	604.35	5.0339	475.35
Total Ad-Valorem Property Taxes		2,024.63			2,059.44		1,722.71	

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	2,024.63	2,059.44	1,722.71
Non-Ad Valorem Tax	0	0	0
Total Tax	2,024.63	2,059.44	1,722.71

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Taxing Authority Hearing Information	
County & Fire MSTU	September 12, 2023 at 5:05 PM Government Complex 2509 Crill Ave, Ste 100, Palatka, FL 32177 386-329-0205
Public Schools	September 5, 2023 at 5:05 PM School Board Meeting Room 200 Reid St, Palatka, FL 32177 386-329-0513
Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

Assessment Reductions:

Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are listed: 1) Save Our Home and Limitation for Non-Homestead properties. 2) Greenbelt and Conservation land are valued based on current use rather than their market value. 3) Pollution Control devices (Tangible Personal Property) are valued based upon their market value as salvage. Some reductions lower the assessed value only for levies of certain taxing authorities.

Assessed Value:

The market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Exemptions:

Any exemption that applies to your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority.

Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

All other Taxing Authorities which parcel is subject to taxation by: Fire MSTU, St. Johns River Water Management District or Suwannee River Water Management District.

Taxing Authorities are grouped into these "TAXING DISTRICT" categories because different exemptions and assessment reductions apply to different Taxing Authorities.

Column 1 - "Taxable Value Last Year"

This column shows last year's taxable value used in the calculation of taxes for that specific taxing authority.

Columns 2 & 3 - "Your Final Tax Rate and Taxes Last Year"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown below. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

Columns 7 & 8 - "Your Tax Rate and Taxes this Year IF NO Budget Change is Made"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

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NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 102 REID ST
DICK'S MAP OF PALATKA MB2 P46, BLK 3 LYING W'LY
OF BK157 P171, (EX THE WEST 122FT + THAT PART,
LYING IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0011

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316**DO NOT PAY
THIS IS NOT A BILL**

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	188,790	0	188,790	0	188,790	
School	188,790	0	188,790	0	188,790	
Municipality	188,790	0	188,790	0	188,790	
Other	188,790	0	188,790	0	188,790	
This Year: County	194,030	0	194,030	0	194,030	
School	194,030	0	194,030	0	194,030	
Municipality	194,030	0	194,030	0	194,030	
Other	194,030	0	194,030	0	194,030	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

If the Property Appraiser's Office is unable to resolve the matter as to MARKET VALUE, CLASSIFICATION, or an EXEMPTION, you may file a PETITION for adjustment with the VALUE ADJUSTMENT BOARD; PETITION forms are available from the Property Appraiser's website at www.putnam-fl.com/app and MUST BE FILED ON OR BEFORE:

5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	188,790	9.3099	1,757.62	194,030	8.9999	1,746.25	8.2987	1,610.20
Fire MSTU								
Public Schools:								
By State Law	188,790	3.2150	606.96	194,030	3.1150	604.40	2.7844	540.26
By Local Board	188,790	2.2480	424.40	194,030	3.1150	604.40	1.9469	377.76
St Johns River WMD	188,790	0.1974	37.27	194,030	0.1793	34.79	0.1793	34.79
Palatka	188,790	6.4000	1,208.26	194,030	6.4000	1,241.79	5.0339	976.73
Total Ad-Valorem Property Taxes		4,034.51			4,231.63		3,539.74	

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			

0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	4,034.51	4,231.63	3,539.74
Non-Ad Valorem Tax	0	0	0
Total Tax	4,034.51	4,231.63	3,539.74

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Taxing Authority Hearing Information	
County & Fire MSTU	September 12, 2023 at 5:05 PM Government Complex 2509 Crill Ave, Ste 100, Palatka, FL 32177 386-329-0205
Public Schools	September 5, 2023 at 5:05 PM School Board Meeting Room 200 Reid St, Palatka, FL 32177 386-329-0513
Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

Assessment Reductions:

Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are listed: 1) Save Our Home and Limitation for Non-Homestead properties. 2) Greenbelt and Conservation land are valued based on current use rather than their market value. 3) Pollution Control devices (Tangible Personal Property) are valued based upon their market value as salvage. Some reductions lower the assessed value only for levies of certain taxing authorities.

Assessed Value:

The market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Exemptions:

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Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

All other Taxing Authorities which parcel is subject to taxation by: Fire MSTU, St. Johns River Water Management District or Suwannee River Water Management District.

Taxing Authorities are grouped into these "TAXING DISTRICT" categories because different exemptions and assessment reductions apply to different Taxing Authorities.

Column 1 - "Taxable Value Last Year"

This column shows last year's taxable value used in the calculation of taxes for that specific taxing authority.

Columns 2 & 3 - "Your Final Tax Rate and Taxes Last Year"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown below. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

Columns 7 & 8 - "Your Tax Rate and Taxes this Year IF NO Budget Change is Made"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

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NOTICE OF PROPOSED
PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 00 Unassigned Location RE
DICK'S MAP OF PALATKA MB2 P46, PT OF BLK 3
BK157 P171 (EX, THAT PART LYING IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0013

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316**DO NOT PAY**
THIS IS NOT A BILL

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	33,540	0	33,540	0	33,540	
School	33,540	0	33,540	0	33,540	
Municipality	33,540	0	33,540	0	33,540	
Other	33,540	0	33,540	0	33,540	
This Year: County	33,430	0	33,430	0	33,430	
School	33,430	0	33,430	0	33,430	
Municipality	33,430	0	33,430	0	33,430	
Other	33,430	0	33,430	0	33,430	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

If you feel the MARKET VALUE of your property is inaccurate or does not reflect FAIR MARKET VALUE, or if you are entitled to an EXEMPTION or CLASSIFICATION that is not reflected above, contact the Property Appraiser's Office at: **PO BOX 1920 PALATKA, FL 32178-1920 OR 386-329-0286**

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5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	33,540	9.3099	312.25	33,430	8.9999	300.87	8.2987	277.43
Fire MSTU								
Public Schools:								
By State Law	33,540	3.2150	107.83	33,430	3.1150	104.13	2.7844	93.08
By Local Board	33,540	2.2480	75.40	33,430	3.1150	104.13	1.9469	65.08
St Johns River WMD	33,540	0.1974	6.62	33,430	0.1793	5.99	0.1793	5.99
Palatka	33,540	6.4000	214.66	33,430	6.4000	213.95	5.0339	168.28
Total Ad-Valorem Property Taxes		716.76			729.07		609.86	

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	716.76	729.07	609.86
Non-Ad Valorem Tax	0	0	0
Total Tax	716.76	729.07	609.86

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

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Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

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Assessed Value:

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Exemptions:

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Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

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Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

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PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-
AD VALOREM ASSESSMENTSPHYSICAL ADDRESS: 100 REID ST
DICK'S MAP OF PALATKA MB2 P46, PT OF BLK 3
LYING E'LY OF, BK157 P171 (EX THAT PART, LYING
IN HIGHWAY)

Real Property

PARCEL NUMBER: 42-10-27-6850-0030-0010

CONSOLIDATED PROPERTIES OF REID STREET LLC
3141 SE 14TH AVE
FT LAUDERDALE FL 33316**DO NOT PAY**
THIS IS NOT A BILL

VALUE INFORMATION:

Parcel Value Breakdown						
Your Property Value	Market Value	Assessment Reduction	Assessed Value	Exemptions	Taxable Value	
Last Year: County	94,740	0	94,740	0	94,740	
School	94,740	0	94,740	0	94,740	
Municipality	94,740	0	94,740	0	94,740	
Other	94,740	0	94,740	0	94,740	
This Year: County	94,430	0	94,430	0	94,430	
School	94,430	0	94,430	0	94,430	
Municipality	94,430	0	94,430	0	94,430	
Other	94,430	0	94,430	0	94,430	

Assessment Reduction Breakdown			Parcel Exemption Breakdown		
Assessment Reduction	Taxing District	Amount	Exemption	Taxing District	Amount

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5:00 PM September 12, 2023

AD VALOREM PROPERTY TAXES:

Proposed Property Taxes								
Taxing Authority	Taxable Value Last Year 2022	Your Final Tax Rate and Taxes Last Year 2022		Current Taxable Value 2023	Your Tax Rate and Taxes This Year IF PROPOSED Budget Change is Made		Your Tax Rate and Taxes This Year IF NO Budget Change is Made	
	Column 1	Column 2 Rate	Column 3 Taxes	Column 4	Column 5 Rate	Column 6 Taxes	Column 7 Rate	Column 8 Taxes
County	94,740	9.3099	882.02	94,430	8.9999	849.86	8.2987	783.65
Fire MSTU								
Public Schools:								
By State Law	94,740	3.2150	304.59	94,430	3.1150	294.15	2.7844	262.93
By Local Board	94,740	2.2480	212.98	94,430	3.1150	294.15	1.9469	183.85
St Johns River WMD	94,740	0.1974	18.70	94,430	0.1793	16.93	0.1793	16.93
Palatka	94,740	6.4000	606.34	94,430	6.4000	604.35	5.0339	475.35
Total Ad-Valorem Property Taxes		2,024.63			2,059.44		1,722.71	

NON-AD VALOREM ASSESSMENTS:

Proposed or Adopted Non-Ad Valorem Assessments			
Levying Authority & Purpose of Assessment	Rate	Units	Amount
Total Proposed or Adopted Non-Ad Valorem Assessments			0

Proposed Tax Re-Cap			
	Column 3	Column 6	Column 8
Ad Valorem Tax	2,024.63	2,059.44	1,722.71
Non-Ad Valorem Tax	0	0	0
Total Tax	2,024.63	2,059.44	1,722.71

Your FINAL TAX BILL should contain all AD VALOREM PROPERTY TAXES and NON-AD VALOREM ASSESSMENTS displayed on this NOTICE OF PROPOSED TAXES.

See reverse side for explanations and public hearing information.

PUBLIC HEARINGS:

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Taxing Authority Hearing Information	
County & Fire MSTU	September 12, 2023 at 5:05 PM Government Complex 2509 Crill Ave, Ste 100, Palatka, FL 32177 386-329-0205
Public Schools	September 5, 2023 at 5:05 PM School Board Meeting Room 200 Reid St, Palatka, FL 32177 386-329-0513
Water Mgmt District	September 12, 2023 at 5:05 PM St Johns River WMD 4049 Reid St, Palatka, FL 32177 386-329-4500
Palatka	September 14, 2023 at 6:00 PM Palatka City Hall 201 N 2nd St, Palatka, FL 32177 386-329-0104

EXPLANATIONS:**Market (Just) Value:**

The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller, without any undue stress, as of January 1 of the current year listed.

Assessment Reductions:

Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are listed: 1) Save Our Home and Limitation for Non-Homestead properties. 2) Greenbelt and Conservation land are valued based on current use rather than their market value. 3) Pollution Control devices (Tangible Personal Property) are valued based upon their market value as salvage. Some reductions lower the assessed value only for levies of certain taxing authorities.

Assessed Value:

The market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Exemptions:

Any exemption that applies to your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority.

Taxable Value:

The value of your property after all assessment reductions and exemptions have been applied. This is the value that is used to determine the taxes.

County (Cnty):

Putnam County Board of County Commissioners

School:

Putnam County School Board

Municipality:

City of Palatka, City of Crescent City, Town of Interlachen, Town of Pomona Park or Town of Welaka.

Other (Oth):

All other Taxing Authorities which parcel is subject to taxation by: Fire MSTU, St. Johns River Water Management District or Suwannee River Water Management District.

Taxing Authorities are grouped into these "TAXING DISTRICT" categories because different exemptions and assessment reductions apply to different Taxing Authorities.

Column 1 - "Taxable Value Last Year"

This column shows last year's taxable value used in the calculation of taxes for that specific taxing authority.

Columns 2 & 3 - "Your Final Tax Rate and Taxes Last Year"

These columns show the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

Column 4 - "Current Taxable Value"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of various exemptions, please see the reverse side for a listing of all exemptions affecting taxable value. Current year taxable values are as of January 1 of the year listed.

Columns 5 & 6 - "Your Tax Rate and Taxes this Year IF PROPOSED Budget Change is Made"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown below. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

Columns 7 & 8 - "Your Tax Rate and Taxes this Year IF NO Budget Change is Made"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Your FINAL TAX BILL may contain NON-AD VALOREM ASSESSMENTS which may not be reflected on this notice such as Assessments for Roads, Drainage, Garbage, Fire, Lighting, Water, Sewer, or Other Governmental Services and Facilities which may be levied by your County, City, Special Districts or Other Taxing Authority.

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

Assignment and Assumption Agreement

This Assignment and Assumption Agreement ("Assignment") is entered into between Consolidated Properties of Reid Street, LLC ("Assignor"), and Blue Crab Development Group North LLC ("Assignee"). Assignor and the Assignee are each a "Party" and collectively the "Parties" to this Assignment.

WHEREAS, Assignor was assigned and assumed the Advanced Cleanup (AC) Agreement #538 between former property owner STJR, LLC (Applicant), the Florida Department of Environmental Protection ("FDEP"), and FRS Environmental Remediation d/b/a Montrose Environmental Solutions ("Contractor") executed on October 6, 2022 with regard to the property located at 100 Reid Street, Palatka, Putnam County, Florida ("Property"), (identified by FDEP facility identification number 54/8515805). Copies of the AC Agreement and the 2023 Assignment and Assumption Agreement (A&A) are attached hereto as Exhibit A. The AC Agreement concerned the discharge discovered December 30, 1998 ("Eligible Discharge").

WHEREAS, Assignor has sold the Property to Assignee, and Assignee has assumed the obligation to perform the site rehabilitation activities addressed in the AC Agreement;

WHEREAS, Assignor desires to assign the AC Agreement to Assignee, and Assignee desires to assume the AC Agreement;

NOW, THEREFORE, the Parties, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, agree as follows:

1. Assignor hereby assigns to Assignee (without covenant, representation or warranty of any kind) whatever right, title and interest in, to and under, and delegates all of its obligations and duties of performance under, the AC Agreement.
2. Assignee hereby accepts the assignment and delegation set forth in Section 1 hereof and assumes all duties, liabilities and obligations concerning the Eligible Discharge as identified under the AC Agreement. Assignee's acceptance of the assignment of the AC Agreement does not extend to any other duties, liabilities, or obligations associated with i) any other discharges or environmental conditions at the Property, or ii) other remedial work related to the Eligible Discharge not specifically identified in the AC Agreement.
3. This Assignment constitutes the entire agreement between the parties as to the assignment of the AC Agreement and supersedes all prior understandings and agreements. There are no representations, agreements, arrangements or understandings oral or written between the parties relating to the subject matter contained in this Assignment which are not fully expressed or referred to herein.
4. Contact information for Assignor and Assignee is provided for the benefit of the FDEP:

Contact Information for Assignor

Consolidated Properties of Reid Street, LLC
Attn: Jeffrey Eisensmith, Atty
3141 SE 14th Avenue
Fort Lauderdale, FL 33316

Email: je@eisensmithlaw.com

Phone: 954-523-7601

Contact Information for Assignee

Blue Crab Development Group North LLC

Attn: Charles Douglas

117 N. 2nd Street

Palatka, FL 32177

Email: charlie@dhclawyers.com

Phone: 800-705-5457

5. Assignee represents and warrants that it has the financial ability to perform any obligations it is assuming pursuant to the AC Agreement and this Assignment.
6. Assignee represents and warrant that it meets the eligibility requirements of section 376.30713, Florida Statutes.
7. The provisions of this Assignment shall bind and inure to the benefit of the parties' respective successors and assigns.
8. This Agreement may be executed by the parties hereto individually or in combination or in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Additionally, scanned emailed and facsimile signatures shall be deemed original and binding on the parties.
9. The provision of this Assignment and all questions with respect to the construction and enforcement thereof and the rights and liabilities hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to such jurisdiction's conflicts of laws principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the undersigned, each of whom warrants that he is duly authorized to bind the party or parties on whose behalf he signs, causes this Assignment to be executed.

ASSIGNOR:

Consolidated Properties of Reid Street, LLC
a Florida corporation

By: Michael A. Simmare

Name: MICHAEL A. SIMMARE

Title: CEO/owner

Date: 2-21-24

ASSIGNEE:

Blue Crab Development Group North LLC

By: Charles T. Douglas, Jr.

Name: Charles T. Douglas, Jr.

Title: Managing Member

Date: 2/21/24

CONTRACTOR:

FRS Environmental Remediation Inc. dba Montrose Environmental Solutions

By: Joshua LeMaire

Name: Joshua LeMaire

Title: Vice President

Date: February 22, 2024

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date of Receipt of Assignment: _____ is the date of the signature below _____

The Department does consent to the assignment of the Advanced Cleanup Agreement to Blue Crab Development Group North LLC

By: **Natasha Lampkin**  Digitally signed by
Natasha Lampkin
Date: 2024.03.06
10:24:24 -05'00'

Name: _____

Title: Program Administrator_____

Date: _____

EXHIBIT A
ADVANCED CLEANUP AGREEMENT AC 538
AND
2023 ASSIGNMENT AND ASSUMPTION AGREEMENT





FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Memorandum

TO: Tim J. Bahr, P.G. Tim J. Bahr Digitally signed by Tim J. Bahr
Date: 2022.09.22 17:06:36
+04'00'
Director, Division of Waste Management

THROUGH: Natasha Lampkin Natasha Lampkin Digitally signed by Natasha Lampkin
Date: 2022.09.22 17:01:24 -04'00'
Program Administrator, Petroleum Restoration Program

FROM: Matthew Ingham, P.E. 
Environmental Administrator, Petroleum Restoration Program

SUBJECT: Advanced Cleanup (AC) Agreement AC 538
Port Consolidated, Inc.
100 Reid St.
Palatka, Putnam County
FAC ID #548515805

DATE: September 22, 2022

Attached for review and approval by Division Director Bahr under DEL-1C is an AC Agreement between the Department of Environmental Protection (Department); STJR, LLC (Applicant); and FRS Environmental Remediation, Inc. d/b/a Montrose Environmental Solutions (Contractor).

The Port Consolidated, Inc., site is in Palatka, Putnam County, Florida. The discharge dated December 30, 1998, is eligible for funding under the Petroleum Liability & restoration Insurance Program (PLRIP) with a \$300,000 funding limit and priority score of 6. The Advanced Cleanup Working Group (ACWG) recommends limited contamination assessment activities be completed prior to agreeing to the proposed course of action. In accordance with paragraph 7.A. of the AC Agreement, the Department will issue Purchase Orders up to \$35,000.00 each until site assessment is complete in order to support the proposed course of action.

Petroleum contamination cleanup activities will be conducted in conformance with the requirements of Chapters 62-780, F.A.C., and the following provisions:

- The Applicant's Share using ATC Cost Savings (25.0%) = **\$70,355.00**;
- The FDEP Share (75.0%) = **\$211,065.00**;

- Contractor will be paid on a Task – Line Item basis; and,
- Purchase Orders for each facility will be issued through MFMP.

If this Agreement meets with your approval, please initial this memo. The agreement will then be sent to the Applicant and Contractor and returned to you for the Department's execution. Should you have any questions, please contact Matthew Ingham at 850- 245-8964 or by email at matthew.ingham@floridadep.gov.

DEP AGREEMENT NO. AC 538

**ADVANCED CLEANUP AGREEMENT
Port Consolidated, Inc. (the "Facility")**

DEP Facility # 548515805

100 Reid St.

Palatka, Putnam County, FL

Discharge Date: 12/30/98

Petroleum Liability Restoration Insurance Program (PLRIP)

Discharge Score: 6

This Advanced Cleanup ("**AC**") Agreement (the "**Agreement**") is entered into by and among the Florida Department of Environmental Protection (the "**Department or FDEP**"), at 3900 Commonwealth Boulevard, Tallahassee, FL, 32399, STJR, LLC (the "**Applicant**"), whose mailing address is 6240 A1A S., Unit 416, St. Augustine, FL 32080, and FRS Environmental Remediation, Inc. d/b/a Montrose Environmental Solutions, the Agency Term Contractor (the "**Contractor**"), whose address is 120 E. Dr. MLK Blvd., Tampa, FL 33603. Collectively, the Department, Applicant and Contractor are referred to as the "**Parties**". In consideration of the mutual benefits to be derived herefrom, and other good and valuable consideration, the Parties, do hereby agree as follows:

1. CLEANUP REQUIREMENTS

- A. All site (defined as any contiguous land, sediment, surface water, or groundwater areas that contain contaminants that may be harmful to human health or the environment) cleanup activities under this Agreement shall be performed in conformance with the provisions and requirements of the facility-specific Scope(s) of Work ("**SOW**"), Schedule of Pay Items ("**SPI**"), any attachments to this Agreement, Section 376.30713 Florida Statutes (F.S.), Chapters 62-160, 62-532, 62-777, and 62-780, Florida Administrative Code (F.A.C.), all applicable Department and Water Management District guidance memoranda, standard industry procedures, and as described in the Amended and Restated Agency Term Contract ("**ATC**") with the Department's Petroleum Restoration Program ("**PRP**"). The provisions of those rules, statutes, memoranda, guidance documents and the ATC are hereby incorporated by reference, as though set out here in full.
- B. A proactive and aggressive cleanup shall be conducted and the tasks for the Facility must be achieved in accordance with the specified time frame for each task or milestone.
- C. Area of eligible discharge of petroleum identified as emanating from the Facility, located at **100 Reid St., Palatka, Putnam County**, Florida (hereafter "**Property**"), including all eligible contamination that migrates off

the source or Facility property shall be remediated utilizing Chapter 62-780, F.A.C. However, the costs associated with any non-eligible discharges, including any non-eligible contamination that is part of a Site Rehabilitation Funding Allocation Agreement, will not be compensated by the Department.

- D. Regardless of any other provision in this Agreement remediation closure endpoints must satisfy the requirements of Chapter 62-780.680 F.A.C. The specific closure endpoint(s) requirement for the site(s) under this Agreement are identified on Attachment A.

2. **ELIGIBILITY REQUIREMENTS AND LIMITATIONS**

- A. The funding caps shall be as established under the respective original programs for each eligible discharge or facility (as applicable) and, in no event, shall funding from the Inland Protection Trust Fund ("**IPTF**") exceed those statutory funding caps. Nothing in this Agreement modifies the requirements into or maintenance of eligibility in the respective eligibility programs.
- B. Any addition to the limitations and provisions governing the Abandoned Tank Restoration Program ("**ATRP**"), the Early Detection Incentive Program ("**EDI**"), the Innocent Victim Program ("**IVP**"), the Petroleum Cleanup Participation Program ("**PCPP**") and the Petroleum Liability and Restoration Insurance Program ("**PLRIP**") apply.
- C. Discharges (as applicable), with a PCPP eligibility must meet the 25% co-payment or cost savings requirement as set forth in Section 376.3071, Florida Statute (F.S.) in addition to any Applicant Cost Sharing Commitment required by participation in the Advanced Cleanup Program Section 376.30713 (1)(d), F.S.

3. **APPLICANT'S STATUS**

The Applicant, and each of its constituent members, represents that it is authorized to do business in the State of Florida, is qualified to enter into this Agreement, and is able to fully perform its duties under this Agreement.

4. **APPLICANT'S INDEMNIFICATION**

- A. The Applicant shall be fully liable for the actions of its agents, employees, partners, vendors, or subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida and Department, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or part by the Applicant, its agents, employees, partners, vendors, or subcontractors, provided, however, that the Applicant

- shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or Department.
- B. Further, the Applicant shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Applicant's remediation products or the Department's operation or use of the Applicant's remediation products in a manner not contemplated by this Agreement. If any remediation product is the subject of an infringement suit, or in the Applicant's opinion is likely to become the subject of such a suit, the Applicant may at its sole expense procure for the Department the right to continue using the remediation product or to modify it to become non-infringing. If the Applicant is not reasonably able to modify or otherwise secure the Department the right to continue using the remediation product, the Applicant shall remove the remediation product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- C. The Contractor has indemnified the Department pursuant to its ATC with the Department.

5. ASSIGNMENT

- A. This Agreement shall not be assigned by a Party without prior written consent of the non-assigning Parties. The Department shall require that any entity willing to accept assignment of the Applicant's share of this Agreement show a financial ability to fulfill the duties contained herein. The Department shall require that any entity willing to accept assignment of the Contractor's share of this Agreement show it is an Agency Term Contractor in good standing with the Department with the technical and financial ability to fulfill the duties contained herein.
- B. The Applicant recommended the Contractor to conduct the work under this Agreement pursuant to Chapter 62-772.401(2), F.A.C. The Contractor is eligible to perform the work under this Agreement by virtue of its ATC, awarded under the Department's PRP and is currently in good standing under the ATC. The Contractor shall perform the work at the Facility pursuant to the terms and conditions of its i) ATC, ii) this Agreement, and iii) any and all issued Purchase Orders ("**POs**").
- C. The Department accepts the Applicant's recommendation under the conditions of this Agreement.

6. NO UNILATERAL MISTAKES

The Applicant and the Contractor provided the cost estimates and had a full and fair opportunity to inspect the Department's files and the Facility. No unilateral mistake, error, or omission by the Applicant or Contractor (including but not limited to those resulting in insufficient remedial design) shall excuse its performance, compel or justify any change order, or require the Department to renegotiate this Agreement.

7. COURSE OF SITE REHABILITATION

- A. In accordance with Section 376.30713 F.S., upon acceptance of an Advanced Cleanup application, and at the Department's request, the Applicant's selected Contractor shall submit to the Department a scope of work for a limited contamination assessment. When the scope of work is negotiated and agreed upon, the Department, at its sole discretion, will issue purchase orders up to \$35,000 each for the limited contamination assessment. The limited contamination assessment report must be sufficient to support the proposed course of action and to estimate the cost of the proposed course of action.
- B. The Applicant understands that during the course of site rehabilitation, the Department may, based on statutes, rules and guidance of the Department, propose revisions to the site rehabilitation strategy and PO due to technical or cost considerations. Any proposed changes made by the Department to the site rehabilitation strategy which will not increase the Applicant's share of total cleanup costs specified in Paragraph 8 will be made after discussion and written agreement with the Contractor and Applicant.
- C. The Applicant may elect, upon the Department's consent, to continue a more costly or aggressive site rehabilitation strategy at the Applicant's sole cost and expense, at which time, the Department's obligation to cost share under this Agreement shall be suspended until the Parties can mutually agree upon the appropriate future site rehabilitation strategy and costs.
- D. Changes proposed by the Department and Contractor to the site rehabilitation strategy which would increase the Applicant's share of total cleanup costs in excess of the amount in Paragraph 8 shall be made only with the Applicant's written consent.
- E. By entering into this Agreement, Applicant waives the ability to avoid, revoke, or terminate its obligation to pay the percentage contribution amount (its "Cost Share") or provide the percentage cost-savings (its "Cost Savings") without regard to any or all of the Facilities obtaining a priority score which would otherwise allow full funding or enable the Applicant to proceed with site rehabilitation under the Low Scored Site Initiative, during the term of this Agreement.

8. COSTS – ATTACHMENT A: Site Rehabilitation Cost Schedule

A. Estimated Cost to Closure

Based on information provided in the application, and following negotiation with the Applicant and the Contractor, the FDEP has determined the estimated cost of site assessment and remediation activities, including utility costs, as applicable, to be **\$281,420.00**. If, after completion and approval of the limited contamination assessment, it is determined that this Estimated Cost to Closure is not accurate to achieve the desired closure endpoint, the Department may consider, at its sole discretion, renegotiation of the Estimated Cost to Closure. Unless an amendment is executed no additional State, funding will be provided under this Advanced Cleanup Agreement.

B. Applicant Share

Chapter 376.30713 F.S. requires a minimum cost sharing commitment of 25% from the Applicant. This Cost Share Commitment is applied to the "Estimated Cost to Closure" and can be met using an Applicant commitment to pay (Cost Share), or a demonstrated ATC Cost Savings to the Department, or both. The Applicant offered:

- **ATC Cost Savings = 25.0% (\$70,355.00)**
- **Applicant Cost Share = 0.0% (\$0)**
- **The total Cost Share Commitment ("Applicant Share") = 25.0% (\$70,355.00).**

C. Applicant Co-Pay Obligation [RESERVED]

D. FDEP Share

The "FDEP Share" is the Agreement funding ceiling amount equal to **75.0%** of the "Estimated Cost to Closure" = **\$211,065.00** and is the total FDEP funding available, unless an amendment is issued adding additional funding based on findings and evaluation of the completed limited contamination site assessment, as required to reach site closure.

9. DEPARTMENT'S OBLIGATIONS AND FUNDING OF TASKS

- A. The Department's issuance of a PO, and therefore, its performance and obligation to pay under this Agreement, is contingent upon the availability of funding and annual appropriation by the Florida Legislature.
- B. The Department will encumber the funds for this Agreement only at the outset of each PO Issue Date.
- C. At no time will State funding exceed **\$211,065.00** without amending the Agreement.
- D. Any increase in a PO issued under this Agreement will be subject to the Applicant's Cost Sharing Commitment established in the Agreement.
- E. Any other changes, not related to a change in cost, to an individual PO may be requested by the Contractor via the submission of a Request for Change ("RFC").

10. INVOICING AND DEPARTMENT PAYMENTS

- A. The Contractor shall not submit an invoice unless a task or milestone has been i) performed or achieved and evidence provided to the Department, ii) approved by the Department in writing, and iii) authorized for funding as evidenced by the Contractor's receipt of a PO for that task/milestone. Failure to receive a PO to begin work associated with a task/milestone will prevent payment of that task/milestone. Additionally, unless otherwise specified in a PO issued for the Facility identified under this Agreement, invoices for achieving a task/milestone may be submitted no more frequently than every thirty (30) calendar days. Each invoice must contain all documentation of performance as specified in the applicable PO. The Contractor shall submit a Release of Claims with the final invoice for each PO.
- B. Department payments shall be made in compliance with the ATC and this Agreement. All other terms and conditions of this Agreement shall be construed in conformance with the provisions of Sections 376.3071 and 376.30713, F.S.
- C. Additionally, authorization for continuation and completion of work assignments and payment associated therewith may be suspended, rescinded and/or terminated at the discretion of the Department, if Legislative appropriations are reduced, restricted or eliminated. In such event, the Department shall provide notice pursuant to the suspension or termination of provisions contained herein.

11. APPLICANT'S PROMPT PAYMENT [RESERVED]

12. TERM OF AGREEMENT

This Agreement is effective on the date of execution by all Parties and shall remain in effect for no more than sixty (60) months following the date of issuance of the first PO for the facility. If the Applicant and Contractor have both satisfactorily performed under this Agreement, the Department, at its sole discretion, may extend this Agreement on the same terms and conditions for a period no longer than the original period. It is the intention of this Agreement for the Parties to achieve the closure option stipulated on Attachment A before the period of service of this Agreement expires. Not achieving the stipulated closure option may prohibit future AC Agreements involving the property presented in Paragraph 1.C and the selected Contractor. All work must be performed within the period of service of this Agreement, as well as, the period of service of any related PO. Any work performed outside of this Agreement or a PO will not be compensated.

13. DEPARTMENT CONFIRMATION AND VERIFICATION

The Department reserves the right to verify representations made regarding progress, milestones, or other conditions, at its sole cost and discretion, at any time. The Department shall not be under any obligation to notify either the Applicant or Contractor of such inspections. All costs incurred by the Applicant or Contractor for participating in an inspection shall not be compensated or reimbursed in any way by the Department. Specific inspection activities may include, but are not limited to the following:

- A. Sampling existing wells, collecting split samples during the sampling events, or installing additional wells or soil borings.
- B. Sampling to confirm maintenance of the Target Levels for all contaminants and all media.
- C. Verifying achievement of the negotiated endpoint milestone shall be conducted and concluded within three (3) months of the milestone completion report submitted by the Contractor. The "endpoint milestone" is defined as the milestone demonstrating the maintenance of the Target Levels achievement for any PO under this Agreement. Approval of the Contractor's invoice for interim (non-endpoint) milestones shall not be delayed for verification sampling.
- D. The Applicant and Contractor shall provide access to the remedial system and components upon request by the Department. The Department's inspector(s) will not be authorized to make any changes to the operating parameters or status of a system, other than in response to an emergency. The Applicant and Contractor are responsible for notifying the Department immediately of any specific conditions or hazards at the Facility or any necessary precautions to be taken to conduct the inspections.

14. RENEGOTIATION

The Department may, at its sole discretion, renegotiate the terms under this Agreement. However, such renegotiation shall not modify the requirements of Paragraphs 8 and 9 unless supported by the completed limited contamination assessment. Renegotiation may be performed under the following conditions:

- A. Completed limited contamination assessment supports a change in proposed Ch. 62-780, F.A.C. risk management closure option and funding required for closure.
- B. Changes in statutes or rules requiring or allowing the establishment of Cleanup Target Levels more stringent than those specified in current rules.

15. FORCE MAJEURE

Contractor shall not be responsible for delays due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause

wholly beyond Contractor's control. No claim for damages, other than for an extension of time, shall be asserted by Contractor against Department. Contractor shall not be entitled to an increase in the price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

16. BREACH OF AGREEMENT

This Agreement may be terminated for material breach of obligations by any Party. Material breach means substantial failure to comply with the terms and conditions of this Agreement. A Party terminating the Agreement shall give written notice of the breach to the other Parties within fourteen (14) calendar days of discovery of facts giving rise to the breach. Such notice shall be of sufficient detail so that the Party allegedly in breach can formulate a remedy. This includes the Contractor's failure to adequately respond to a notice of unsatisfactory deliverable within thirty (30) calendar days of receiving notice. If the Department receives an unsatisfactory deliverable, the Contractor shall be informed and the Contractor, at no additional cost to the Department, shall re-perform or correct the deliverable within 30 calendar days of receiving notice from the Department.

If the breach is remedied within fifteen (15) calendar days of the notice, the Agreement shall remain in effect. If the breach is not remedied within 15 calendar days of this notice, the Agreement may be terminated within 15 calendar days of the close of the 15-calendar day remedy period.

If the Department determines, in its sole discretion, that the Applicant is in breach of this Agreement, the Department reserves the right to exercise all remedies contained in this Agreement and at law and equity, including but not limited to, a suit for specific performance.

In the event that the Department determines, in its sole discretion, that the Contractor is in breach of this Agreement, the Department reserves the right to exercise all remedies contained in this Agreement, ATC, and at law and equity, including but not limited to a suit for specific performance.

In the event that the Department is in breach of this Agreement, then the Applicant and Contractor reserve the right to exercise all remedies available to them by law.

17. TERMINATION

In addition to other provisions of the Agreement, the Department may terminate this Agreement if any of the following conditions exist:

- A. The agreed upon endpoint as stated in the PO is not achieved by the PO End Date plus additional time allotted by any Amendments to the Agreement, the Department may, at that time, reassign the site in a manner that the Department deems appropriate, however the Contractor shall not be selected to continue working at the Facility.
- B. The Applicant or Contractor has *Failed to Perform* pursuant to this Agreement, including the attachments. Failure to Perform is defined as, but not limited to the following: failure to take appropriate steps to maintain the task cleanup schedule or failure to complete cleanup within the PO End Date.
- C. A project has been *Abandoned* by the ATC or Applicant prior to PO completion. Abandonment is defined as, but not limited to the following: not taking corrective action to maintain the task schedule, failure to provide access to the property or remedial system, failure to promptly pay the Contractor or subcontractors, or refusal to sign an RFC.
- D. Funding is not available. (See Paragraph 9.A.).
- E. There has been a material breach of this Agreement that has not been remedied pursuant to Paragraph 16.
- F. The Department may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the Applicant and Contractor.

If termination is due to the Applicant or Contractor's *failure to perform*, the Department shall not be responsible for its cost share to either Party for work performed on any unachieved task(s).

Termination of this Agreement for any reason other than Paragraph 17.D. or 17.F. as defined above or by agreement with the Department may disqualify the Applicant (and any successor entity, affiliated entity, or related entity) from eligibility for future contracts under AC. Likewise, termination of this Agreement for any reason other than by agreement with the Department may disqualify the Contractor (and any successor entity, affiliated entity, or related entity) for future contracts under AC.

18. NOTICES

Any notice or written communication required or permitted hereunder between the Parties shall be considered delivered when emailed to the appropriate Party Representatives as designated below. In addition to the Department contact

below, the Department shall assign at least one project manager to manage the day to day activities associated with this Agreement. That contact will be provided to the Applicant and Contractor. Clear and frequent communication between the Contractor and the Department project manager is crucial to the outcome.

Under certain circumstances, such as when sending very large documents or formal legal notices, written communication shall be considered delivered when posted by Certified Mail (Return Receipt Requested) or delivered in person. The Department shall give reasonable notice of its inspection of documents, conduct of audits, review of files, request for information, request for copies or otherwise relating to the exercise of such rights as referred to in this Agreement. Party Representatives are as follows:

For the Department:

Dona Milinkovich, PhD, FCCM, FCCN
Advanced Cleanup Coordinator
Petroleum Restoration Program
Department of Environmental Protection
2600 Blair Stone Road, MS 4530
Tallahassee, FL 32399-2400
Phone: 850-245-8872
Email: Dona.Milinkovich@FloridaDEP.gov

For the Applicant:

Sandra W. Roberts
Registered Agent
STJR, LLC
6240 A1A S., Unit 416
St. Augustine, FL 32080
Phone: 386-546-0641
Email: SandraWRoberts@yahoo.com

For the Contractor:

John Alford, P.G.
Site Assessment Manager
FRS Environmental Remediation d/b/a Montrose Environmental Solutions
5911 Breckenridge Parkway, Suite C
Tampa, FL 33610
Phone: 813-623-1557, ext. 14801
Email: JAlford@montrose-env.com

Each Party shall have the right to change its Representative upon ten (10) days written notice to the other Parties.

19. MAINTENANCE OF RECORDS

The Applicant and Contractor shall maintain books, records, documents, and other evidence pertaining to compensation and payments directly pertinent to performance under this Agreement in a manner suitable for auditing purposes. The Department, the State of Florida or its authorized representatives shall have access, without costs, except reasonable costs associated with photocopying such records, to such records for audit purposes during the term of this Agreement and for five (5) years following termination of this Agreement.

20. PUBLIC RECORDS

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Applicant or Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by the Applicant or Contractor in conjunction with this Agreement.

- A. The Applicant and Contractor shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. Upon request from the Department's custodian of public records, the Applicant or Contractor shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. The Applicant and Contractor shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Applicant and Contractor does not transfer the records to the Department.
- D. Upon completion of the Agreement, the Applicant and Contractor shall transfer, at no cost to the Department, all public records in possession of the Applicant and Contractor or keep and maintain public records required by the Department to perform the services under this Agreement. If the Applicant and Contractor transfers all public records to the Department upon completion of the Agreement, the Applicant and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Applicant and Contractor keep and maintain public records upon completion of the Agreement, the Applicant and Contractor shall meet all applicable requirements for retaining public records. The Applicant and Contractor shall keep a duplicate of all accounting records required to be kept pursuant to Paragraph 19 of this

Agreement. All records that are stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

- E. This Agreement may be unilaterally canceled by the Department for the Applicant or Contractor's failure or refusal to comply with any of the foregoing provisions or to either provide to the Department upon request, or to allow inspection and copying of all documents, papers, letters, or other material made or received by the Applicant or Contractor in conjunction with this Agreement, unless the records are claimed and determined to be exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S. If the Applicant or Contractor fails to provide the public records to the Department within a reasonable time, they may be subject to penalties under s. 119.10, F.S.
- F. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at publicservices@dep.state.fl.us, or at the mailing address below.**

**Department of Environmental Protection
Office of the Ombudsman & Public Services
Attn: Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

21. ELECTRONIC COPIES

The Department will make available online, electronic copies of documentation or correspondence created or received pursuant to this Agreement.

22. AMENDMENTS

Any amendment to this Agreement must be in writing and signed by the Parties.

23. CHOICE OF LAW/FORUM

The Parties hereby agree that all actions or disputes arising out of this Agreement shall be governed by the laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.

24. SCRUTINIZED COMPANIES

- A. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. INSPECTOR GENERAL

The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

26. ENTIRE AGREEMENT

This Agreement, and all documents incorporated herein, states the entire agreement and understandings between the Parties, and that the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not part of or incorporated as part of this Agreement. Each affiliated entity which comprise the Applicant, jointly and severally, does hereby agree to the terms of this Agreement, and to the performance of Applicant's obligations associated with the Facility. Further, each affiliated entity which comprise the Applicant authorizes and ratifies the signature of the party executing below for and on its behalf.

ADDITIONALLY, THE APPLICANT UNDERSTANDS THAT THE APPLICANT MAY NOT RECEIVE ANY REMUNERATION (I.E. ANYTHING OF VALUE), IN CASH OR IN KIND, DIRECTLY OR INDIRECTLY, FROM A PETROLEUM SITE REHABILITATION CONTRACTOR (ATC) PERFORMING SITE CLEANUP ACITVITIES IN THE PETROLEUM RESTORATION PROGRAM.

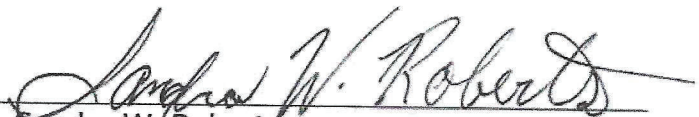
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STJR, LLC
Sandra W. Roberts, Registered Agent
September 22, 2022
Page 15 of 15

Applicant:

STJR, LLC

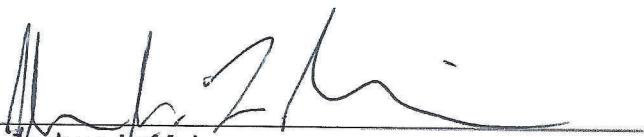
9/28/22
Date

By: 
Sandra W. Roberts
Title: Registered Agent

Contractor:

FRS Environmental Remediation, Inc. d/b/a Montrose Environmental Solutions
FEIN: 59-3502180

10/5-1/2022
Date

By: 
Joshua LeMaire
Title: Vice President

Department:

Florida Department of Environmental Protection

Date

By: Tim J. Bahr Digitally signed by Tim J. Bahr
Date: 2022.10.06 16:45:55 -04'00'
Tim J. Bahr, P.G.
Title: Director, Division of Waste Management

Attachment:

Attachment A – Site Rehabilitation Cost Schedule

ATTACHMENT A: SITE REHABILITATION COST SCHEDULE

Facility Name	Port Consolidated, Inc.		
Fac ID#	548515805	Endpoint	RMO I *
Eligibility:	12/30/98 (PLRIP)	Score	6
Agreement No.:	AC 538		

Negotiated Cost to Closure
\$281,420.00

Monthly utility costs, if applicable, have been included in the negotiated cost to closure.

Applicant Share		
% Cost Share	% Cost Savings	Total Applicant Share \$
0.0%	25.0%	\$70,355.00

FDEP Share		
% FDEP Share	\$ FDEP Share	Agreement Ceiling
75.0%	\$211,065.00	\$211,065.00

** Risk Management Option I closure per Chapter 62-780.680 Florida Administrative Code (F.A.C.)*

PLRIP Cap remaining \$264,909.34 DEP costs can not exceed \$264,909.34.

Assignment and Assumption Agreement

This Assignment and Assumption Agreement ("Assignment") is entered into between STJR, LLC ("Assignor"), and Consolidated Properties of Reid Street, LLC ("Assignee"). Assignor and the Assignee are each a "Party" and collectively the "Parties" to this Assignment.

WHEREAS, Assignor entered into an Advanced Cleanup (AC) Agreement #538 with the Florida Department of Environmental Protection ("FDEP") and FRS Environmental Remediation d/b/a Montrose Environmental Solutions ("Contractor") executed on October 6, 2022 with regard to the property located at 100 Reid Street, Palatka, Putnam County, Florida ("Property"), (identified by FDEP facility identification number 54/8515805) a copy of which is attached hereto as Exhibit A. The AC Agreement concerned the discharge discovered December 30, 1998 ("Eligible Discharge").

WHEREAS, Assignor has sold the Property to Assignee, and Assignee has assumed the obligation to perform the site rehabilitation activities addressed in the AC Agreement;

WHEREAS, Assignor desires to assign the AC Agreement to Assignee, and Assignee desires to assume the AC Agreement;

NOW, THEREFORE, the Parties, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, agree as follows:

1. Assignor hereby assigns to Assignee (without covenant, representation or warranty of any kind) whatever right, title and interest in, to and under, and delegates all of its obligations and duties of performance under, the AC Agreement.
2. Assignee hereby accepts the assignment and delegation set forth in Section 1 hereof and assumes all duties, liabilities and obligations concerning the Eligible Discharge as identified under the AC Agreement. Assignee's acceptance of the assignment of the AC Agreement does not extend to any other duties, liabilities, or obligations associated with i) any other discharges or environmental conditions at the Property, or ii) other remedial work related to the Eligible Discharge not specifically identified in the AC Agreement.
3. This Assignment constitutes the entire agreement between the parties as to the assignment of the AC Agreement and supersedes all prior understandings and agreements. There are no representations, agreements, arrangements or understandings oral or written between the parties relating to the subject matter contained in this Assignment which are not fully expressed or referred to herein.
4. Contact information for Assignor and Assignee is provided for the benefit of the FDEP:

Contact Information for Assignor

STJR, LLC
Attn: Sandra Roberts
6240 A1A S. #416
St. Augustine, FL 32080
Email: sandrawroberts@yahoo.com
Phone: 386-546-0641

Contact Information for Assignee

Consolidated Properties of Reid Street, LLC

Attn: Jeffrey Eisensmith

3141 SE 14th Avenue

Fort Lauderdale, FL 33316

Email: je@eisensmithlaw.com

Phone: 954-523-7601

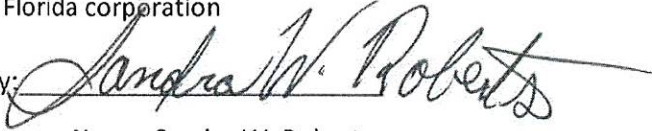
5. Assignee represents and warrants that it has the financial ability to perform any obligations it is assuming pursuant to the AC Agreement and this Assignment.
6. Assignee represents and warrants that it meets the eligibility requirements of section 376.30713, Florida Statutes.
7. The provisions of this Assignment shall bind and inure to the benefit of the parties' respective successors and assigns.
8. This Agreement may be executed by the parties hereto individually or in combination or in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Additionally, scanned emailed and facsimile signatures shall be deemed original and binding on the parties.
9. The provision of this Assignment and all questions with respect to the construction and enforcement thereof and the rights and liabilities hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to such jurisdiction's conflicts of laws principles.

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IN WITNESS HEREOF, the undersigned, each of whom warrants that he is duly authorized to bind the party or parties on whose behalf he signs, causes this Assignment to be executed.

ASSIGNOR:

STJR, LLC
a Florida corporation

By: 

Name: Sandra W. Roberts

Title: Managing Member

Date: 2/14/2023

ASSIGNEE:

Consolidated Properties of Reid Street, LLC
a Florida corporation

By: 

Name: MICHAEL A. SIMMONS

Title: CEO/OWNER

Date: 2-19-23

CONTRACTOR:

FRS Environmental Remediation Inc dba Montrose Environmental Solutions

FRS Environmental Remediation Inc. dba Montrose Environmental Solutions ~~does/does not~~ consent to the assignment of the Advanced Cleanup Agreement to Consolidated Properties of Reid Street, LLC

By: Joshua LeMaire

Name: Joshua LeMarie

Title: Vice President

Date: February 20, 2023

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date of Receipt of Assignment: _____ is the date of the signature below _____

The Department ~~does consent~~ to the assignment of the Advanced Cleanup Agreement to Consolidated Properties of Reld Street, LLC

By: Tim J. Bahr
Digitally signed by Tim J. Bahr
Date: 2023.06.28 08:24:29 -04'00'

Name: Tim Bahr

Title: Director Division of Waste

Date: See Above

March 4, 2024

**NATIONAL INDUSTRIAL SALES LLC
2 KAY LARKIN CIR
PALATKA, FL 32177-2315**

Dear **NATIONAL INDUSTRIAL SALES LLC**,

We are pleased to present you with this License Bond.

The premium based on the bond amount is **\$289.00**. This premium was developed using the rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Their A++ (Superior) rating by A.M. Best Company places them among the top four percent of all companies within the insurance industry. Their financial strength is your security should a loss occur.

Please contact our agency for all your bond and insurance needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to FL INSURANCE SOLUTIONS INC for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

DRIGGERS, DANIELLE A
FL INSURANCE SOLUTIONS INC

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. **66424625**

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Teresa E. Gibson

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.



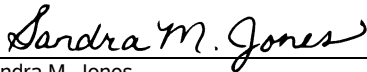
Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025 .



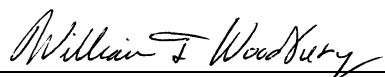
Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 4th day of March, 2024 .





William F. Woodbury, First Vice President, Secretary and General Counsel

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

VEHICLE DEALER BOND APPLICATION

Fax Number: 1-517-327-4827
 Phone Number: 1-800-445-4185 X51060 (MI ONLY)
 1-800-346-0346 X51060 (ALL OTHERS)
bonds.und@aoins.com

AGENCY INFORMATION

Agency Name: FL INSURANCE SOLUTIONS INC Agency Code: 12-0441-00
 Producer Name: DRIGGERS, DANIELLE A Producer Code: _____

APPLICANT INFORMATION (PLEASE PRINT OR TYPE AND ATTACH ALL PAPERS FOR THIS BOND)

Entity: ☐ Individual ☐ Partnership ☐ Corporation ☒ LLC
 Principal (Business or corporate name as listed on dealer license): NATIONAL INDUSTRIAL SALES LLC
 DBA: _____
 Premises Address: 102 REID ST, PALATKA, FL 32177-3724
 Mailing Address (If different from premises address): 2 KAY LARKIN CIR
PALATKA, FL 32177-2315
 Date Business Established: 2024 FEIN: **_***6787
 Dealership Type (auto, motorcycle, boat, etc.): _____
 Will this business be selling used or new vehicles? ☒ Used ☐ New
 How many years of experience does the applicant have owning or managing a dealership of this type? 12

BOND INFORMATION

Bond Amount: \$25,000 Effective Date: 03/04/2024 Expiration Date: 04/30/2025
 Obligee Name and Address (state or governmental entity requiring the bond): STATE OF FLORIDA DEPT OF HIGHWAY DIVISIO
2900 APALACHEE PKWY RM A312 MSC 65, TALLAHASSEE, FL 32399-65
 Is the garage liability coverage written in an Auto-Owners Group Company? ☐ Yes ☒ No
 If yes, please provide the policy number: _____

INDEMNITOR INFORMATION - ALL OWNERS MUST BE INCLUDED

Applicant(s) (Owners) - Individual, partners, members or corporate owner(s). List the majority owner first. Attach additional form 29166 to this application if there are more than three owners.

1. Full Legal Name of Applicant (Owner): JEFFERY NATIONS
 Residence Address: 2 KAY LARKIN CIR, PALATKA, FL 32177-2315
 Social Security Number: ***_**-0814 Marital Status: SINGLE
 Title: MEMBER Business Ownership Percentage: 100.0%
 Does this applicant own residential real estate? ☐ Yes ☒ No
 Does this applicant own commercial real estate? ☐ Yes ☒ No
 Name of Spouse: _____ Spouse's Social Security Number: _____
 (Spouse must sign the indemnity agreement.)

GENERAL COMMENTS

FRAUD STATEMENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ALABAMA only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO only: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FLORIDA only: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS only: A fraudulent insurance act is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

KENTUCKY only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

OHIO only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

PENNSYLVANIA only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VIRGINIA only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

INDEMNITY AGREEMENT

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due,
- (2) **To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on the bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorney's fees and expenses are caused, or alleged to be caused, by the negligence of the Company,**
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond,
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of Michigan and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of Michigan and the United States District Court for the District of Michigan in all actions or proceedings arising from or relating to this indemnity agreement,
- (10) That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at P.O. Box 30660, Lansing, Michigan 48909, effective ten (10) days after the earliest date hereafter upon which the Company could have cancelled all bonds in force for applicant,
- (11) In the event of any payment by the Company, to pay the Company interest on each amounts at the highest legal rate from the date such payments are made.

All owners, officers, members, partners and their spouses MUST sign this indemnity agreement.

Signed this 4th day of MARCH, 2024.

1. Jeffery Nations
JEFFERY NATIONS

PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: Jeffery Nations

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER: 66424625

That we NATIONAL INDUSTRIAL SALES LLC as principal and
Auto-Owners Insurance Company a surety

company qualified to do business in the State of Florida, as surety are held and firmly bound unto the duly appointed and qualified Director of the Division of Motorist Services of the State of Florida, and the successors in office of said Director, in the penal sum of Twenty-Five Thousand Dollars, for the payment whereof well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, legal representatives, successors and assigns, firmly these presents:

Signed and Sealed this 4th day of March, 2024.

The condition of the above obligation is such that:

WHEREAS, the above named principal has made to the obligee hereunder application for a license, under Section 320.27, Florida Statutes, to engage in the business of buying, selling or dealing in motor vehicles or offering or displaying motor vehicles for sale, as defined by the said law, and

WHEREAS, the above named principal is required as a condition precedent to his appointment as such dealer to deliver annually to the obligee hereto a good and sufficient surety bond for the license period conditioned that said principal shall comply with the conditions of any written contract made by such dealer in connection with the sale or exchange of any motor vehicles and shall not violate any of the provisions of Chapter 319 and 320, Florida Statutes, in the conduct of the business for which he is licensed, and

WHEREAS, such bond shall be in favor of any person in a retail or wholesale transaction who shall suffer any loss as a result of any violation of the conditions hereinabove contained.

NOW, THEREFORE, if the above named principal shall fully comply with the conditions of any written contract made by him as such dealer in connection with the sale or exchange of any motor vehicles, and shall pay or cause to be paid to any person in a retail or wholesale transaction any loss or damages which such person shall sustain as a result of any failure to comply with the conditions of any written contract made by such dealer in connection with the sale or exchange of any motor vehicle or as a result of any violation of the provisions of Chapter 319 or 320, Florida Statutes, in the conduct of the business of which he is licensed, then this obligation shall be void, otherwise to remain in full force and effect.

This bond becomes effective as of March 4, 2024, in support of a license issued for the term ending April 30, 2025, and may be continued by certificate each year in support of any license issued for any subsequent year.

Provided, however, that the aggregate liability of the surety hereunder shall in no event, in any one (1) year, exceed the sum of the bond.

Provided, further, the surety shall have the right to terminate its liability hereunder by serving written notice of its election so to do, by United States registered mail, upon the obligee, and thereupon the surety shall be discharged from any liability hereunder for any default of the principal, after the expiration of thirty (30) days from and after service of such notice.

NATIONAL INDUSTRIAL SALES LLC
NAME OF BUSINESS

Jeffery Nations
SIGNATURE OF PRINCIPAL

Auto-Owners Insurance Company
NAME OF SURETY BOND COMPANY

6101 Anacapri Blvd
ADDRESS OF SURETY BOND COMPANY

Lansing, MI 48917-3968
CITY/STATE/ZIP CODE

(800)346-0346 x1060
TELEPHONE NUMBER

HSMV 86020 (Rev. 08/11)


SIGNATURE OF SURETY AGENT (SEAL)

6101 Anacapri Blvd
ADDRESS OF SURETY AGENT

Lansing, MI 48917-3968
CITY/STATE/ZIP CODE

(800)346-0346 x1060
TELEPHONE NUMBER

Teresa E. Gibson, Attorney-in-Fact
TYPED NAME OF SURETY AGENT



NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Bonds Receipt

Date: **03/04/2024**

Agency Code: **12-0441-00**

CLIENT:

AGENCY:

**NATIONAL INDUSTRIAL SALES LLC
2 KAY LARKIN CIR
PALATKA, FL 32177-2315**

**FL INSURANCE SOLUTIONS INC
PO BOX 1854
INTERLACHEN, FL 321481854
(386) 684-4749**

Policy Number: **66424625**

Transaction Number: **09647**

Billing Account Number: **102062941**

Submission Date: **03/04/2024**

Policy Term: **03/04/2024 to 04/30/2025**

Company Bill Option: **Full Pay**

Total Premium: **\$289.00**

Deposit Amount: **\$289.00**

Payment Method: **Checking ending in 8850**

Automatic Payments: **Off**

You have granted Auto-Owners Insurance permission to withdraw funds from this financial institution for this deposit payment. If you have any questions about this payment, including the method by which you may revoke this payment, please contact Billing Account Services at 1-800-288-8740.

Premium is subject to change based on Underwriting Review

Agent's Signature: _____

Signature Certificate

Reference number: AK8WE-TU5JW-H4UA6-CGWXD

Signer

Timestamp

Signature

Jeffery Nations

Email: bandbsportgoods@hotmail.com

Sent:

04 Mar 2024 21:34:15 UTC

Viewed:

04 Mar 2024 22:18:20 UTC

Signed:

04 Mar 2024 22:18:56 UTC

Jeffery Nations

Recipient Verification:

✓ Email verified

04 Mar 2024 22:18:20 UTC

IP address: 50.220.214.242

Location: Palatka, United States

Document completed by all parties on:

04 Mar 2024 22:18:56 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

3/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FL INSURANCE SOLUTIONS INC P. O. BOX 1854 INTERLACHEN FL 32148		CONTACT NAME: LAURA HAFNER PHONE (A/C, No, Ext): (386) 684-4749 E-MAIL ADDRESS: laurahafner@myflinsurancesolutions.com FAX (A/C, No): (386) 684-2689	
INSURED National Industrial Sales LLC 2 KAY LARKIN CIR Palatka FL 32177		INSURER(S) AFFORDING COVERAGE INSURER A: ATLANTIC CASUALTY INS CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42846	

COVERAGES PROD / CUSTOMER ID:**CERTIFICATE #:****REVISION #:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY ☒ ALL OWNED AUTOS ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS ☒ NON-OWNED AUTOS USED IN ☐ HIRED AUTOS ONLY			0830000470-0	3/6/2024	3/6/2025	AUTO ONLY (Ea accident) \$ 500,000	
			OTHER THAN AUTO ONLY				EA ACCIDENT \$ 500,000	
			AGGREGATE \$ 1,000,000					
B	GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS						COMP / OTC SPECIFIED PERILS LOC \$	
							COLLISION LOC \$	
							LOC \$	
C	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Yes					EACH OCCURRENCE \$	
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
						MED EXP (Any one person) \$		
						PERSONAL & ADV INJURY \$		
						GENERAL AGGREGATE \$		
						PRODUCTS - COMP/OP AGG \$		
						\$		
						\$		
D	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
							\$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below Y / N ☐	N / A					PER STATUTE OTH-ER	
						E.L. EACH ACCIDENT \$		
						E.L. DISEASE - EA EMPLOYEE \$		
						E.L. DISEASE - POLICY LIMIT \$		
F								

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Department of Highway Safety and Mote Vehicles Neil Kirkman Building, MS-65 Room A312 2900 Apalachee Parkway Tallahassee FL 32399	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Donald Nicholson
--	---

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Insured's Name: Blue Crab Development Group Policy #: 446B006802

Policy Dates: From: 01/05/2024 To: 01/05/2025

Surplus Lines Agent's Name: Michael Kroll

Surplus Lines Agent's Physical Address: 21550 Oxnard Street Ste 1100, Woodland Hills CA 91367

Surplus Lines Agent's License #: W239665

Producing Agent's Name: Jini Robbins

Producing Agent's Physical Address: 3400 Crill Ave Suite 2 Palatka FL 32177

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$1,327.00

Policy Fee: \$150.00

Inspection Fee: \$125.00

Service Fee: \$0.97

Tax: \$79.14

Citizen's Assessment: _____

EMPA Surcharge: _____

FHCF Assessment: _____

Surplus Lines Agent's Countersignature: 

☐

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

☐

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.



**IFG
Companies**

COMMON POLICY DECLARATIONS

Policy Number 446B006802

NO FLAT CANCELLATION

Renewal of:

THE BURLINGTON INSURANCE COMPANY

Home Office, Administrative Office and Claim Office
City Place II, 185 Asylum Street, 7th Floor, Hartford, CT 06103

Co. Use:

Item 1. Named Insured and Mailing Address

Blue Crab Development Group

AmWINS Access Insurance Services, LLC

10201 Centurion Parkway North

Suite 400

Jacksonville

FL 32256

102 Reid St

PALATKA

FL 32177

Code: 0446

Surplus Lines Broker License No.: A305417

Item 2. Policy Period

Effective Date: 01/05/2024

Expiration Date: 01/05/2025

at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage.

Coverage Part(s)	Premium
COMMERCIAL GENERAL LIABILITY	\$ 1,327.00
	\$
	\$
	\$
	\$
	\$

Other Charges (if applicable)

Total Policy Premium or Deposit Premium

\$ 1,327.00

Amwins Inspection Fee

125.00

Total Other Charges

\$ 355.11

Amwins Service Fee

150.00

Tax Total

79.14

Total Amount Due*

\$ 1,682.11

Stamping Fee Total

0.97

* Premium is: ☒ Flat ☐ Auditable

Policy Minimum Premium

\$ 1,327.00

In the event you cancel this policy, we will retain Minimum earned premium. See form BG-I-015

Item 4. Forms and Endorsements applicable to this policy: See "Listing of Forms and Endorsements" (IFG-I-0150)

Item 5. Form of Business.

☐ Individual

☐ Partnership

☐ Joint Venture

☒ Limited Liability Company

☐ Other Organization, including a Corporation

☐ Trust

Business Description: Lessors Risk

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Countersigned:

Date: 01/09/2024

By:

Issue Date 01/09/2024

Authorized Representative

IFG-I-0101 03 18

POLICY NUMBER: 446B006802

POLICY PERIOD: 01/05/2024
Effective Date

01/05/2025
Expiration Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF FORMS AND ENDORSEMENTS

This listing forms a part of the following:

COMMERCIAL GENERAL LIABILITY

NUMBER

TITLE

INTERLINE FORMS

IFG-I-0002	08/21	Policy Cover Page
IFG-I-0101	03/18	Common Policy Declarations
IFG-I-0150	03/03	Listing of Forms and Endorsements
IFG-I-0402	04/19	Service of Suit Amendment

GENERAL LIABILITY FORMS

IFG-G-0002-DL	05/03	Commercial General Liability Declarations
IFG-G-0085	03/17	Exclusion - Unscheduled Owned, Leased Or Rented Premises Or Locations Or Unscheduled Operations
IFG-G-0086	04/19	Total Pollution Exclusion
IFG-G-0123	11/21	Exclusion - Abuse Or Molestation
IFG-G-0190	03/17	Amendment - Aircraft, Auto Or Watercraft Exclusion
IFG-G-0192	03/17	Personal And Advertising Injury Amended
IFG-G-0197	05/15	Amendment - Employer's Liability Exclusion
IFG-G-0241	03/21	NY - Excl - Any Constr or Contr
IFG-G-0300	01/21	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside Of The United States
IFG-G-0311	11/22	Florida Changes - Cancellation and Nonrenewal
IFG-I-1004	11/21	Exclusion - Cyber Incident
BG-G-004	11/21	Exclusion - Lead-Bearing Substance
BG-G-005	03/17	Exclusion - Punitive Damages

POLICY NUMBER: 446B006802

Forms List (Continued)

<u>NUMBER</u>		<u>TITLE</u>
BG-G-007	11/21	Exclusion - Asbestos, Silica or Other Similar Fibrous Or Mineral Substances
BG-G-039a	03/17	Amendment Of Premium Conditions
BG-G-042	11/21	Exclusion - Assault, Battery Or Other Physical Altercation
BG-G-446-ST	03/17	Amendment - Section I Insuring Agreement
BG-I-015	03/17	25% Minimum Earned Premium
IL 00 17	11/98	Common Policy Conditions
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement
IL P 001	01/04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
CG 00 01	04/13	Commercial General Liability Coverage Form
CG 21 32	05/09	Communicable Disease Exclusion
CG 21 47	12/07	Employment-Related Practices Exclusion
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 24 26	04/13	Amendment Of Insured Contract Definition
GSG-G-016	04/19	Excl-Aircraft Products & Grounding

<u>NUMBER</u>	<u>Additional Forms</u> <u>TITLE</u>
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Policy Number: 446B006802

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Named Insured:
Blue Crab Development Group

Effective Date:
01/05/2024

Item 1. LIMITS OF INSURANCE

\$ 2,000,000 General Aggregate Limit (Other Than Products - Completed Operations)
\$ Incl. In Gen. Agg. Products - Completed Operations Aggregate Limit
\$ 1,000,000 Personal and Advertising Injury Limit
\$ 1,000,000 Each Occurrence Limit
\$ 100,000 Damage To Premises Rented To You Limit (Any One Premises)
\$ 5,000 Medical Expense Limit (Any One Person)

Refer to individual policy forms and/or endorsements for various coverage sublimits, if applicable.

Item 2. AUDIT PERIOD (If Applicable):

☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

Item 3. FORM(S) AND ENDORSEMENT(S) made a part of this policy at time of issue:

See Listing of Forms and Endorsements (IFG-I-0150)

Item 4. COMPOSITE RATE

☐ If box is checked, see Composite Rate Endorsement (IFG-I-0152) for applicable classification, rates and premiums. If box is not checked, see page 2 of these Declarations for applicable classifications, rates and premiums.

Item 5. RETROACTIVE DATE (CG 00 02 only) :

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: (Enter Date or "None" If no Retroactive Date applies.)

Item 6. PREMIUMS

\$ 1,327.00 Total Coverage Part Advance Premium
\$ 650.00 Coverage Part Minimum Premium (if applicable)

These Declarations are part of the Policy Declarations containing the name of the insured and the policy period.

Policy Number: 446B006802

COMMERCIAL GENERAL LIABILITY SCHEDULE OF CLASSIFICATIONS AND RATES

Named Insured: Blue Crab Development Group

Effective Date: 01/05/2024

Loc. No. 1	Location Address (Premises you own, rent or occupy): 102 Reid St	County, Borough or Parish PUTNAM	Rating Terr. 006
Bldg. No. 1	PALATKA FL 32177		

Code No. 61217	Classification Buildings Or Premises - Bank Or Office - Mercantile Or Manufacturing - Maintained By The Insured (Lessor's Risk Only) - Other Than Not-For-Profit (Product-Completed Operations are subject to the General Aggregate Limit)
-------------------	---

Premium is:	Premium Base		All Other	Prod.-C.Ops
☐ Adjustable (See Premium Audit Conditions)	6,700.00	Rate:	\$ 82.661	\$ Incl.
☒ Flat (Not Adjustable)		Advance Premium:	\$ 554.00	\$ Incl.
☐ Fully Earned When Written	Area			
☐ Minimum Premium				

Loc. No. 2	Location Address (Premises you own, rent or occupy): 100 Reid St	County, Borough or Parish PUTNAM	Rating Terr. 006
Bldg. No. 1	PALATKA FL 32177		

Code No. 46622	Classification Parking - Private (Product-Completed Operations are subject to the General Aggregate Limit)
-------------------	---

Premium is:	Premium Base		All Other	Prod.-C.Ops
☐ Adjustable (See Premium Audit Conditions)	12,900.00	Rate	\$ 59.900	\$ Incl.
☒ Flat (Not Adjustable)		Advance Premium:	\$ 773.00	\$ Incl.
☐ Fully Earned When Written	Area			
☐ Minimum Premium				

Loc. No.	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.
Bldg. No.			

Code No.	Classification
----------	----------------

Premium is:	Premium Base		All Other	Prod.-C.Ops
☐ Adjustable (See Premium Audit Conditions)		Rate	\$	\$
☐ Flat (Not Adjustable)		Advance Premium:	\$	\$
☐ Fully Earned When Written				
☐ Minimum Premium				

☐ See Schedule of Classifications and Rates (IFG-G-0003) for additional locations you own, rent or occupy and applicable classifications and rates and premiums.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT AMENDMENT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named person as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon the President, or their nominee at:

The Burlington Insurance Company
City Place II
185 Asylum Street, 7th Floor,
Hartford, Connecticut 06103

and that in any "suit" instituted against any of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNSCHEDULED OWNED, LEASED OR RENTED PREMISES OR LOCATIONS OR UNSCHEDULED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **B.** of this endorsement is added to Paragraph **2. Exclusions**, of **Section I - Coverage A Bodily Injury And Property Damage Liability**, and Paragraph **2. Exclusions**, of **Section I - Coverage B Personal And Advertising Injury Liability**.

B. This insurance does not apply to:

Unscheduled Owned, Leased or Rented Premises Or Locations Or Unscheduled Operations

"Bodily injury", "property damage" or "personal and advertising injury" caused by or arising out of:

- 1.** Premises or locations owned, leased or rented by the insured that are not scheduled in the policy; or

- 2.** Operations or "products-completed operations hazard" not scheduled in the Classification schedule in the policy, whether or not such operations or "products-completed operations hazard" are continuous, intermittent, incidental, temporary or seasonal in nature.

However, this exclusion does not apply to organizations you newly acquire or form, if coverage is otherwise afforded in accordance with Paragraph **3.** of **Section II – Who Is An Insured**.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1)** "Bodily injury" or "property damage" caused by or arising directly or indirectly, in whole or in part out of the actual, alleged or threatened discharge, dispersal, disposal, seepage, migration, release or escape of "pollutants" at any time.
- (2)** Any loss, cost or expense caused by or arising directly or indirectly, in whole or in part out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion applies whether or not such "pollutants" have any function in your business, operations, premises, site or location or constitutes "your product" or is a component of "your product" or products you use.

- B. Exclusions m. and n. under Paragraph 2. Exclusions of Section I - Coverage B – Personal and Advertising Injury Liability Coverage** are replaced by the following:

This insurance does not apply to:

m. Pollution

"Personal and advertising injury" caused by or arising directly or indirectly, in whole or in part out of the actual, alleged or threatened discharge, dispersal, disposal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense caused by or arising directly or indirectly, in whole or in part out of any:

- (1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

These exclusions apply whether or not such "pollutants" have any function in your business, operations, premises, site or location or constitutes "your product" or is a component of "your product" or products you use.

C. Definition 15. under the **Definitions** Section is replaced by the following:

"Pollutants" mean any solid, liquid, gaseous, bacterial, fungal, or thermal substance or material, that is harmful, toxic or hazardous to persons, plants, animals, wildlife or other living organisms or can cause contamination to property, air, land or water, which includes but is not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, mineral spirits, solvents, insecticides, pesticides, fungicides, motor fuels, gasoline, diesel fuel, motor oil or any other petroleum based product, brake fluid, transmission fluid, antifreeze, lead paint, or other lead containing substances, carbon monoxide fumes or other exhaust gases, welding fumes, paint fumes, adhesive or glue fumes, asbestos, silica, human or animal sewage and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed. A "pollutant" also includes any substance or material listed, identified or described in any municipal, state or federal environmental statute or regulation that applies to the production, shipping, handling, storage, use, processing, recycling or disposal of such substance or material.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **C.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.

B. When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **C.** of this endorsement is added to Paragraph **2. Exclusions** under the **Miscellaneous Professional Liability** Coverage endorsement.

C. This insurance does not apply to:

Abuse or Molestation

Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:

1. The actual, alleged, or threatened "abuse" or "molestation" of anyone by any person; and
2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
 - a. The supervision, hiring, employment, training, or monitoring;
 - b. Investigation;
 - c. Reporting to the proper authorities, or failure to so report; or
 - d. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.** above.

D. The exclusion added in paragraph **C.** of this endorsement applies to all acts, errors, or omissions, including any act, error, or omission in responding to or failing to respond or render aid, medical or otherwise, to any victim of the "abuse" or "molestation", and all theories of liability (direct or vicarious) asserted against any insured, including, but not limited to, all theories of negligence, gross negligence, recklessness, or intentional tort and shall not be subject to any severability or separation of insureds provision in the policy.

E. For the purposes of this endorsement, the following is added to the **Definitions** section:

"Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes "bodily injury", "damages", "property damage", or "personal and advertising injury" as defined in the applicable Coverage Part.

"Abuse" means to mistreat in a wrongful, harmful, injurious, or offensive way; to speak insultingly, harshly, coarsely, or unjustly to or about; to revile or malign; to demean; bad or improper treatment; maltreatment; to commit sexual assault upon; or any illegal sexual encounter with.

"Molestation" means to bother, disturb, interfere with, or annoy; to accost; to make indecent sexual advances, to assault sexually, or to touch inappropriately or indecently.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Paragraph **C.** of this endorsement replaces Exclusion **g. Aircraft, Auto or Watercraft** of **2. Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** under the Commercial General Liability Coverage Form.
- B.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **C.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.
- C.** This insurance does not apply to:
- Manned Aircraft or Manned Aerial Vehicle or Unmanned Aircraft Or Unmanned Aerial Vehicle, Auto Or Watercraft**
- "Bodily injury", "property damage" or "damages" caused by or arising out of any "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle", "auto" or watercraft, including "loading or unloading".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.
- This exclusion does not apply to:
- (1)** A watercraft while ashore on premises you own or rent;
 - (2)** A watercraft you do not own that is less than 26 feet long:
 - (a)** Not being used to carry persons or property for a charge; or
 - (b)** Not being used in any speed or racing contest or fishing tournament or any other similar contest or tournament, including preparation or practice for same;
 - (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided:
 - (a)** The "auto" is not owned by or rented or loaned to you or any insured; and
 - (b)** You are not in the "auto", trucking, cartage or livery business or in the business of parking or storing "autos";
 - (4)** "Bodily injury" or "property damage" arising out of the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- D.** The following definitions are added to the **Definitions** section:
- "Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.
- "Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.
- All other terms and conditions of this Policy remain unchanged.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion i. of 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

2. Exclusions

This insurance does not apply to:

- i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" caused by or arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

- B. Paragraph C. of this endorsement is added to 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** under the Commercial General Liability Coverage Form.

- C. This insurance does not apply to:**

Manned Aircraft or Manned Aerial Vehicle or Unmanned Aircraft or Unmanned Aerial Vehicle

"Personal and advertising injury" caused by or arising out of any "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

- D. Definition 14. of the Definitions section** is deleted and replaced by the following:

- 14. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization, but does not include slander or libel that disparages a person's or organization's goods, products or services; or
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy.

- E. The following definitions are added to the Definitions section:**

"Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.

"Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – EMPLOYER'S LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion e. Employer's Liability of 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

e. Employer's Liability

"Bodily injury" to:

- (1)** Any "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, or seasonal worker of any insured, or a person hired to do work for or on behalf of any insured or tenant of any insured, arising out of and in the course of:
 - (a)** Employment by any insured; or
 - (b)** Directly or indirectly performing duties related to the conduct of any insured's business; or
- (2)** The spouse, child, parent, brother or sister of that "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, or seasonal worker as a consequence of Paragraph **(1)** above.

This exclusion applies:

- 1.** Regardless of where the:
 - a.** Services are performed; or
 - b.** "Bodily injury" occurs;
- 2.** Whether any insured may be liable as an employer or in any other capacity; and
- 3.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. Exclusion a. Any Insured of 2. Exclusions of Section I - Coverage C - Medical Payments** is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK EXCLUSION – ANY CONSTRUCTION OR CONTRACTING ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph C. of this endorsement is added to paragraphs 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- c. Even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

All other terms and conditions of this Policy remain unchanged.

- B. Paragraph C. of this endorsement is added to 2. **Exclusions of Section I – Coverages Products/Completed Operations – Bodily Injury And Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.

- C. This insurance does not apply to:

Any Construction Or Contracting Activities

Any "bodily injury", "property damage", or "personal and advertising injury" caused by or arising, directly or indirectly, in whole or in part out of any construction or contracting activities that are performed or located in the state of New York.

This exclusion applies:

- a. To any work performed by, or on behalf of, any insured as part of or in connection with such construction or contracting activities, including, but not limited to, the erection, demolition, repairing, altering, painting, cleaning, or pointing of a building or structure;
- b. Regardless of whether the described operations are:
- (1) Ongoing, completed, or in any other stage when the loss occurs; or
 - (2) Performed for any insured or for any other person or entity; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

- A.** Paragraph **F.** of this endorsement is added to Paragraphs **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- B.** Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Products/Completed Operations – Bodily Injury And Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- C.** Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability** under the Owners And Contractors Protective Liability Coverage Form.
- D.** Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Liquor Liability Coverage** under the Liquor Liability Coverage Form.
- E.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.
- F.** This insurance does not apply to:
- TERRORISM**
- Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:
1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
 3. The terrorism involves the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of nuclear materials or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 4. Nuclear or radioactive materials are released and it is reasonably believed by us that one purpose of the terrorism was to release such materials; or
 5. The terrorism is carried out by means of the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of pathogenic or poisonous biological or chemical materials; or

6. Pathogenic or poisonous biological or chemical materials are released and it is reasonably believed by us that one purpose of the terrorism was to release such materials.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the providing or failure to provide warnings, protection, or safeguards against such acts.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

- G. For the purposes of this endorsement, the following is added to the **Definitions** section:

1. "Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes damage arising out of any act, error, or omission, "bodily injury", "property damage", "personal and advertising injury", or "damages" as defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

- b. The act resulted in damage:

- (1) Within the United States (including its territories and possessions and Puerto Rico); or

- (2) Outside of the United States in the case of:

- (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

- (b) The premises of any United States mission; and

- c. The act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that is committed by an individual or individuals and it is reasonably believed by us to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- H. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately after if there has been:
 - (i)** A material misstatement or misrepresentation; or
 - (ii)** A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 45 days before the effective date of cancellation for any other reason.

B. Paragraph 3. of the **Cancellation Common Policy Condition is replaced by the following:**

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS-COMPLETED OPERATIONS COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

- A.** The following exclusion is added to the **Exclusions** section of all coverages under all forms and endorsements that comprise this Coverage Part, Coverage Form, endorsement, or Policy and supersedes any contradictory exclusion in the Coverage Part, Coverage Form, endorsement, or Policy to which this coverage applies. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the "injury or damage".

Exclusion – Cyber Incident:

We will not pay for any "injury or damage" because of, caused by, arising or resulting, directly or indirectly, in whole or in part from a "cyber incident".

- 1.** As used in this exclusion "cyber incident" means:
- (a)** Unauthorized access to, acquisition, processing, storage, use, dissemination, publication, disclosure, or diversion of; or
 - (b)** Exceeding authorized use, misuse, alteration, misappropriation, theft, loss, loss of use, corruption or impairment of, damage to, inability to access, failure to provide access to, failure to remove or rectify, failure to destroy, failure to protect or secure (including, but not limited to, failure to encrypt), or inability to manipulate;

any person's or organization's confidential information or personal information including, but not limited to, patents, trade secrets, processing methods, customer or customer related information (including, but not limited to, customer lists), business plans or records, financial information, personally identifiable information, payment card information (including, but not limited to, credit, debit, or stored value cards), medical or health information, or any other type or combination of types of personal data or nonpublic information, whether such data or information is "electronic data" or in any other form or media, or any "computer system"; or

- 2.** Malicious code, virus, or any other harmful or unauthorized code that is directed at, enacted upon, or introduced into any "computer system" and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or the use of "electronic data" or any part of any "computer system", or otherwise disrupt its normal functioning, use, or operation; or
- 3.** Denial of service attack, denial of access to, denial or interruption of service, degradation, loss, loss of use, misappropriation, transmission, unauthorized use or access, misuse, delay, alteration, diversion, failure, destruction, corruption or impairment of, damage to, or inability to access, operate, host, use, manage, control or interface with, any "computer system", including any insured's, other person's, or organization's "computer system"; or

4. Collection, sale, dissemination, publication, or disclosure of any person's or organization's confidential information, personal information, or personal data, including, but not limited to, patents, trade secrets, processing methods, customer or customer related information (including, but not limited to, customer lists), business plans or records, financial information, personally identifiable information, payment card information (including, but not limited to, credit, debit, or stored value cards), medical or health information, or any other type or combination of types of personal data or nonpublic information, whether such data or information is "electronic data" or in any other form or media, or any "computer system"; or
 5. Loss, loss of use, corruption, or disruption of, damage to, or inability to access or alter "electronic data" or a "computer system"; or
 6. Transfer, payment, or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand; or
 7. Demand for ransom payments or other extortion made in connection with the actual or threatened perpetration of any of the events described in **A.1. – 6.**
- B.** This exclusion applies even if "injury or damage" is claimed for any remediation measures (including, but not limited to, notification costs or credit monitoring), payment card replacement costs, business interruption, investigation, mitigation or restoration expenses, fines or penalties, public relations expenses, or any other damage, injury, cost, or expense because of, caused by, arising or resulting from, directly or indirectly, in whole or in part from a "cyber incident".
- C.** This exclusion applies to any liability or "injury or damage" because of, caused by, arising or resulting directly or indirectly, in whole or in part any failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate, or comply with any statutory, regulatory, contractual, common law, or other legal obligation relating to a "cyber incident".
- D.** This exclusion applies regardless of the cause or source of any "injury or damage" or the legal theory asserted, including, but not limited to, occurrences or offenses reported, claims made, or "suits" brought against any insured alleging breach of contract, misrepresentation, unfair or deceptive trade practices, defamation, violation of a person's right to privacy, violation of an intellectual property right (including, but not limited to, copyright, trademark or patent infringement), negligence, failure to comply with a legal obligation, or any other wrongdoing, including, but not limited to, the investigation, supervision, hiring, employment, training, or monitoring of others or the investigation, supervision, monitoring, or intervention with respect to "electronic data", "computer systems" or premises, by any insured or by any other person or organization acting for or on behalf of any insured.
- E.** We will have no duty to investigate or defend any claim or "suit" that alleges, or is because of, caused by, arises or results, directly or indirectly, in whole or in part from a "cyber incident" as defined in Paragraph **A.1. – 7.** of this endorsement.
- F.** For the purposes of this exclusion, the following are added to the **Definitions** section and supersede any contradictory definitions in the Coverage Part, Coverage Form, endorsement, or Policy:
- "Electronic data" means:
- Information, facts, files, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software, including, but not limited to, those which are used with electronically controlled equipment or any other "computer systems".
- "Computer systems" means:
- (a) Computer software, firmware, hardware and associated input and output devices (including wireless, mobile, peripheral or component devices), data storage and data processing devices, networking equipment, and backup facilities, including cloud computing devices and facilities; and
 - (b) Any computer network, network interface, or network of devices or hardware, including, but not limited to, communication networks or devices, computer-controlled devices, operating and control systems; websites or domains; intranets, extranets, the internet or any other internal or external networks (including, but not limited to, cloud computing).

"Injury or damage" means any injury, damages, loss, cost, or expense, including, but not limited to, "bodily injury", "property damage", "personal or advertising injury", "covered pollution cost or expenses", "damages", "injury", "loss", or "ultimate net loss" as defined or referenced in the Coverage Part, Coverage Form, endorsement, or Policy to which this exclusion applies.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD BEARING SUBSTANCE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

AUTO DEALERS COVERAGE FORM

GARAGE COVERAGE FORM

- A.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- B.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Bodily Injury and Property Damage Liability** under the Owners And Contractors Protective Liability Coverage Form.
- C.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Products/Completed Operations – Bodily Injury and Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- D.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section II – General Liability Coverages A. Bodily Injury and Property Damage** and Paragraph **2. Exclusions of Section II – General Liability Coverages B. Personal and Advertising Injury Liability** and Paragraph **B. Exclusions of Section III - Acts, Errors Or Omissions Liability Coverage** under the Auto Dealers Coverage Form.
- E.** Paragraph **G.** of this endorsement is added to Paragraph **B. Exclusions of Section II – Liability Coverage** under the Garage Coverage Form.
- F.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.

- G.** This insurance does not apply to:

Lead Bearing Substance

- 1.** Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:
 - a.** The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, presence or use of, contact with, or exposure to lead in any form; or
 - b.** Any disease or ailment caused by plumbism (lead poisoning).
 - 2.** Any loss, cost, or expense arising out of any:
 - a.** Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, dispose of, or in any way respond to or assess the effects of lead; or
 - b.** Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to or assessing the effects of lead.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
- a.** The providing of instructions, warnings, or labeling;
 - b.** The supervision, hiring, employment, training, or monitoring of others by that insured; or
 - c.** The rendering of or failure to render aid, medical or otherwise, to any person.

H. For the purposes of this endorsement, the following is added to the **Definitions** section:

"Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes any "act, error or omission", "bodily injury", "covered pollution cost or expense", "loss", "property damage", "personal and advertising injury", or "personal injury" as defined in the applicable Coverage Part.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GARAGE COVERAGE FORM

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraph **B.** of this endorsement is added to the **Exclusions** under all Coverage Forms and endorsements that form a part of this policy.
- B.** This insurance does not apply to:

Punitive Damages

Any claim of or indemnification for punitive or exemplary damages. If a "suit" seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any fees, including but not limited to attorney fees, costs, interest or damages attributable to punitive or exemplary damages.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS, SILICA OR OTHER SIMILAR FIBROUS OR MINERAL SUBSTANCES

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

- A.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- B.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Bodily Injury and Property Damage Liability** under the Owners And Contractors Protective Liability Coverage Form.
- C.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section I – Coverages – Products/Completed Operations – Bodily Injury and Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- D.** Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions of Section II – General Liability Coverages A. Bodily Injury and Property Damage** and Paragraph **2. Exclusions of Section II – General Liability Coverages B. Personal and Advertising Injury Liability** and Paragraph **B. Exclusions of Section III - Acts, Errors Or Omissions Liability Coverage** under the Auto Dealers Coverage Form.
- E.** Paragraph **G.** of this endorsement is added to Paragraph **B. Exclusions of Section II – Liability Coverage** under the Garage Coverage Form.
- F.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **G.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement
- G.** This insurance does not apply to:
Asbestos, Silica Or Other Similar Fibrous Or Mineral Substances
 - 1.** Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:
 - a.** The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, presence or use of, contact with, or exposure to asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form;
 - b.** The handling, distribution, sale, processing, repackaging, testing, analyzing, marketing, production, manufacturing, storage, delivery, transport, warehousing, use, disposal, or removal of asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form whether or not it is incorporated into "your product or your work";
 - c.** Any vapor, gas, dust, fumes, or any substance in any form produced by or arising out of any process or procedure involving asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form; or
 - d.** Any goods, products, or materials to which asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form has been applied or incorporated into by any party, including, but not limited to, any manufacturer, processor, or distributor of such goods, products, or materials.

2. Any loss, cost, or expense arising out of any:
- a. Request, demand, order, or statutory or regulatory requirement that any insured or others abate, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, dispose of, or in any way respond to or assess the existence or effects of any such substance by any insured or by any other person or entity; or
 - b. Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to or assessing the effects of asbestos, asbestos dust, "silica", or any other similar fibrous or mineral substance in any form.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- a. The providing of instructions, warnings, or labeling;
- b. The supervision, hiring, employment, training, or monitoring of others by that insured; or
- c. The rendering of or failure to render aid, medical or otherwise, to any person.

H. For the purposes of this endorsement, the following is added to the **Definitions** section:

1. "Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes any "act, error or omission", "bodily injury", "covered pollution cost or expense", "loss", "property damage", "personal and advertising injury", or "personal injury" as defined in the applicable Coverage Part.
2. "Your product or your work" means your product or work covered under any Coverage Part to which this endorsement is applicable, and includes "products", "work you performed", "your product", or "your work" as defined in the applicable Coverage Part.
3. "Silica" (CAS No. 7631-86-9) means a chemical compound of silicon and oxygen, also known as Silicon Dioxide, Quartz and Cristobalite in dust or any other form, including any chemical compound, derivative, or by-product thereof.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PREMIUM CONDITIONS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GARAGE COVERAGE FORM

LIQUOR LIABILITY COVERAGE PART

- A.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **B.6.** of **Section IV - Conditions** under the Auto Dealers Coverage Form.
- B.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **5.** of **Section IV - Commercial General Liability Conditions** under the Commercial General Liability Coverage Form.
- C.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **B.6.** of **Section V - Garage Conditions** under the Garage Coverage Form.
- D.** Paragraph **E.** of this endorsement replaces the Premium Audit Condition of Paragraph **5.** of **Section IV - Liquor Liability Conditions** under the Liquor Liability Coverage Form.

E. Premium Audit

- 1.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- 2.** Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the advance premium, the advance premium is the minimum premium and is not subject to further adjustment.
- 3.** The first Named Insured must keep records of the information we need for premium computation and permit us to audit these records or, at our option, send us copies at such times as we may request.
- 4.** Should you not cooperate with the terms of this condition, including failure to return any questionnaires or self-audit worksheets applying to this or a prior policy term, we may, at our discretion, nonrenew the policy due to our inability to establish a proper premium.

We reserve the right to accept coverage based upon the policy advance, or minimum and deposit premium, and we are not obligated to perform an audit.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT, BATTERY OR OTHER PHYSICAL ALTERCATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Paragraph **D.** of this endorsement replaces exclusion **a.** of **2. Exclusions** in **Section I – Coverage A – Bodily Injury and Property Damage** under the Commercial General Liability Coverage Form.
- B.** Paragraph **E.** of this endorsement is added to **2. Exclusions** of **Section I – Coverage B – Personal and Advertising Injury Liability** under the Commercial General Liability Coverage Form.
- C.** When the Miscellaneous Professional Liability Coverage endorsement is attached, Paragraph **F.** of this endorsement is added to Paragraph **2. Exclusions** under the Miscellaneous Professional Liability Coverage endorsement.
- D.** This insurance does not apply to:
Assault, Battery Or Other Physical Altercation
This insurance does not apply to any "injury or damage":
- (1) Expected or intended from the standpoint of any insured;
 - (2) Caused by or arising, directly or indirectly, in whole or in part out of any "assault" or "battery" committed or attempted by any person;
 - (3) Caused by or arising, directly or indirectly, in whole or in part out of any act, error, or omission in connection with avoiding, preventing, suppressing, or halting any actual or threatened "assault" or "battery"; or
 - (4) Caused by or arising, directly or indirectly, in whole or in part out of any actual, alleged, or threatened verbal or physical confrontation or altercation committed, or any act, error, or omission in connection with avoiding, preventing, suppressing, or halting any actual or threatened verbal or physical confrontation or altercation.
- E.** This insurance does not apply to:
Assault, Battery Or Other Physical Altercation
This insurance does not apply to "personal and advertising injury":
- (1) Expected or intended from the standpoint of any insured;
 - (2) Caused by or arising, directly or indirectly, in whole or in part out of any "assault" or "battery" committed or attempted by any person;
 - (3) Caused by or arising, directly or indirectly, in whole or in part out of any act, error, or omission in connection with avoiding, preventing, suppressing, or halting any actual or threatened "assault" or "battery"; or
 - (4) Caused by or arising, directly or indirectly, in whole or in part out of any actual, alleged, or threatened verbal or physical confrontation or altercation committed, or any act, error, or omission in connection with avoiding, preventing, suppressing, or halting any actual or threatened verbal or physical confrontation or altercation.
- F.** This insurance does not apply to:
Assault, Battery Or Other Physical Altercation
Any "damages" arising out of any actual, alleged, or threatened "assault" or "battery".
- G.** The exclusions added in paragraphs **D.**, **E.**, and **F.** of this endorsement apply to all acts, errors, or omissions, even if the claims against any insured allege negligence or other wrongdoing, including, but not limited to:
- (1) All theories of liability (direct or vicarious) asserted against any insured, including, but not limited to, all theories of negligence, gross negligence, recklessness, or intentional tort and shall not be subject to any severability or separation of insureds provision in the policy;
 - (2) The supervision, hiring, employment, training, or monitoring of others by that insured; or
 - (3) The rendering of or failure to render aid, medical or otherwise, to any victim of the "assault" or "battery" or physical confrontation or altercation.
- H.** For the purposes of this endorsement, the following is added to the **Definitions** section of this policy:

"Injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes damage arising out of any act, error, or omission, loss, covered pollution cost or expense, "bodily injury", "property damage", "personal and advertising injury", or "damages" as defined in the applicable Coverage Part.

"Assault" means any attempt or threat to inflict injury upon the person of another, or any display of force such as would give a person reason to fear or expect immediate bodily harm.

"Battery" means physical contact with a person without his or her consent that entails some injury or offensive touching.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – SECTION I INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **1. Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced in its entirety with the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A and B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) The "bodily injury" and "property damage", whether known or unknown to any person:
 - (a) Did not first occur prior to the inception date of the policy;
 - (b) Was not in the process of occurring or alleged to have been in the process of occurring, as of the inception date of the policy; or

- (c) Was not in the process of settlement, adjustment, "suit" or other proceeding of any kind, including, but not limited to, any repair requests or attempts to repair or any statutorily mandated loss resolution, arbitration, mediation or other pre-suit process, as of the inception date of the policy.

- c. All "bodily injury" or "property damage" of a continuous, progressive, cumulative, changing or evolving nature and included within the "products/completed operations hazard" arising from, caused by or contributed to, or in consequence of "your work" or "your product" shall be deemed to take place at the time the injury or damage first commences, whether known or unknown, or the first discovery of any damage or injury, whichever first occurs, even though:

- (1) The nature, scope or extent of such damage or injury may change; or
- (2) The damage or injury may be continuous, progressive, cumulative, changing or evolving.

- d. Any "occurrence" causing continuous, progressive, cumulative, changing or evolving "bodily injury" or "property damage" will be deemed continuous or repeated exposure to substantially the same general harmful conditions and also deemed a single "occurrence".

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

25% MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

If the first Named Insured or anyone with his, her, its or their power of attorney cancels this policy, then the minimum earned premium shall be 25% of the annual premium or \$100.00, whichever is greater.

All other terms and conditions of this Policy remain unchanged.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:
 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:
 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING, INCLUDING UNMANNED AIRCRAFT OR UNMANNED AERIAL VEHICLE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph C. of this endorsement is added to **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** under the Commercial General Liability Coverage Form.
- B. Paragraph C. of this endorsement is added to **2. Exclusions of Section I - Coverages - Products/Completed Operations - Bodily Injury and Property Damage Liability** under the Products/Completed Operations Liability Coverage Form.
- C. This insurance does not apply to:
Aircraft Products and Grounding, Including Unmanned Aircraft Or Unmanned Aerial Vehicle
"Bodily injury" or "property damage" included within the "products-completed operations hazard" and caused by or arising, directly or indirectly, in whole and in part out of any "aircraft product", or the "grounding" of any "manned aircraft or manned aerial vehicle" or any "unmanned aircraft or unmanned aerial vehicle".
- D. For the purposes of this endorsement:
 - 1. "Aircraft product" means:
 - a. Aircraft including "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle", and any ground support or control equipment used therewith; and
 - b. Any article furnished by the insured and installed in an aircraft (including "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle"); or used in connection with an aircraft (including "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle"; or for spare parts for an aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle"), including ground handling tools and equipment; and
 - c. Any of "your products" used at an airport or elsewhere for the purpose of guidance, navigation or direction of aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle"); and
 - d. Training aids, manuals, blueprints, engineering or other data or advice, and services and labor relating to such aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle), articles or products.

2. "Grounding" means the withdrawal of one or more aircraft (including "manned aircraft or manned aerial vehicle" or "unmanned aircraft or unmanned aerial vehicle"), from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the insured or with tools, machinery or other equipment furnished to such persons or organizations by the insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.
3. "Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.
4. "Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.

All other terms and conditions of this Policy remain unchanged.

INSURANCE POLICY

of

The Burlington Insurance Company

A Stock Company

Home Office, Administrative Office and Claim Office
City Place II, 185 Asylum Street, 7th Floor, Hartford, CT 06103
Tel. 860-723-4150 or
Toll Free 1-800-328-8719



In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representatives.

A handwritten signature in dark ink, appearing to read "Debra L. Lytle".

Secretary

A handwritten signature in dark ink, appearing to read "J. M. Riden".

President

Continuing Collaborations/Partnerships

(Rev. 06.17.24)

- **Azalea Festival**
 - **First Weekend of March**

- **Independence Day Celebration**
 - **July 4th**

- **Juneteenth**
 - **June 19th**

- **Blue Crab Festival**
 - **Memorial Day Weekend**

- **Jingle Jam**
 - **December 18th/19th Weekend**

- **Bartram Frolic**
 - **May**

- **Boo on the Avenue/Trunk or Treat**

- **Veteran's Day/Emergency Responders' Event**

Jeremy Alexander

From: Jane West <jwest@palatka-fl.gov>
Sent: Friday, June 21, 2024 9:45 AM
To: Jeremy Alexander
Subject: Fw: St Johns River Center rental income
Attachments: St Johns River Center rental income.xlsx

Please add this to the due diligence package together with Jill's note below. I requested this information from finance to respond to Commissioner Borom's inquiry at the budget workshop yesterday. Please let me know if you have any questions.

Jane West, Esq.
City Attorney
201 N. 2nd Street
Palatka, FL 32177
(386)329-0100 x 219



**201 N. 2nd Street
Palatka, FL 32177**

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Jill Keiser <jkeiser@palatka-fl.gov>
Sent: Friday, June 21, 2024 9:31 AM
To: Jane West <jwest@palatka-fl.gov>
Cc: Marcia Carty <mcarty@palatka-fl.gov>
Subject: St Johns River Center rental income

Hi Jane,
Here is the St Johns River Center rental income for Commission Borom.
Remember that the River Center was closed for many months over the past few years due to mold remediation, due to the elevator leaking, due to COVID and due to a second round of mold remediation. That is why I went back as far as FY 19.
Jill

Jill Keiser
City of Palatka
Financial Services Supervisor &
Pension Administrator
201 N 2nd St
Palatka, FL 32177

001-00-347-3-1001 ST JOHNS RIVER CENTER-R

Date	Amount	Batch	Type
10/5/2018	-150	40550	C/RCPT
11/6/2018	-120	40648	C/RCPT
11/9/2018	-120	40658	C/RCPT
11/16/2018	-200	40680	C/RCPT
11/16/2018	-400	40680	C/RCPT
11/27/2018	-200	40698	C/RCPT
11/27/2018	-800	40698	C/RCPT
12/17/2018	-200	40759	C/RCPT
1/4/2019	-90	40832	C/RCPT
1/11/2019	-500	40853	C/RCPT
1/11/2019	-3200	40853	C/RCPT
1/16/2019	200	40858	EXP
1/28/2019	-600	40895	INV
1/28/2019	600	40895	INV
1/28/2019	-200	40893	C/RCPT
1/31/2019	-450	40919	C/RCPT
2/12/2019	-600	40951	C/RCPT
2/22/2019	-75	40981	C/RCPT
3/8/2019	-200	41026	C/RCPT
3/29/2019	-30	41106	C/RCPT
3/29/2019	-300	41108	C/RCPT
4/5/2019	-120	41130	C/RCPT
4/23/2019	200	41179	EXP
5/20/2019	-60	41279	C/RCPT
5/20/2019	-420	41279	C/RCPT
8/21/2019	-400	41573	C/RCPT
9/12/2019	-60	41626	C/RCPT
9/12/2019	-150	41626	C/RCPT
9/30/2019	-120	41695	C/RCPT

-8,765.00 TOTAL FY 19

10/18/2019	-400.00	41774	C/RCPT
10/31/2019	-300.00	41910	C/RCPT
11/30/2019	-210.00	41961	C/RCPT
1/29/2020	-3,200.00	42200	C/RCPT
4/30/2020	400.00	42591	EXP

-3,710.00 Total FY 20

2/17/2021	-800.00	43975	C/RCPT
2/17/2021	-180.00	43975	C/RCPT
3/12/2021	30.00	44088	EXP
3/12/2021	-1,440.00	44094	INV
4/19/2021	-800.00	44219	C/RCPT
4/23/2021	-600.00	44249	C/RCPT
4/23/2021	-300.00	44249	C/RCPT
5/5/2021	-400.00	44312	INV

6/2/2021 -400.00 44448 INV
-4,890.00 TOTAL FY 21

12/6/2021 -90.00 45466 INV
12/6/2021 -800.00 45466 INV
1/21/2022 800.00 45718 INV
3/11/2022 -90.00 46009 INV
3/29/2022 90.00 46135 INV
3/31/2022 -120.00 46148 INV
3/31/2022 -120.00 46148 INV
5/5/2022 60.00 46345 INV
8/12/2022 -90.00 46911 INV
8/26/2022 -90.00 46972 INV
9/23/2022 -60.00 47156 INV
-510.00 TOTAL FY 22

6/30/2023 -200.00 48619 INV
8/18/2023 -90.00 48840 INV
9/8/2023 -60.00 48941 INV
9/8/2023 110.00 48941 INV
9/15/2023 -110.00 48980 C/RCPT
-350.00 TOTAL FY 23

10/13/2023 -200.00 49095 INV
12/28/2023 -500.00 49454 INV
1/30/2024 -46.73 49626 INV
3/19/2024 -50.00 49861 INV
5/21/2024 -260.00 50174 INV
5/21/2024 -200.00 50174 INV
-1,256.73 YTD FY 24 (3/4 of the

ENTALS-MULTI

Name/Inv#/PO/Description

DWR:D:RCT:D012087:DC-1606:LINDA MYERS ST JOHNS RIVER CENTER-RENTALS
DWR:D:RCT:D012265:DC-1608:ST JOHNS RIVER CNTR-SPEC EVNTS
DWR:D:RCT:D012270:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:D:RCT:D012308:DC-1606:ST JOHNS RIVER CENTER-RENTALS DEPOSIT
DWR:D:RCT:D012308:DC-1606:ST JOHNS RIVER CENTER-RENTALS 4 HOURS 30 MINS PRIOR
DWR:D:RCT:D012329:DC-1608:ST JOHNS RIVER CNTR-SPEC EVNTS DEPOSIT FOR MARCH 16,
DWR:D:RCT:D012329:DC-1608:ST JOHNS RIVER CNTR-SPEC EVNTS RENTAL FOR STENGER
DWR:C:RCT:C000165:DC-1606:ST JOHNS RIVER CENTER-RENTALS TONI
DWR:C:RCT:C000168:DC-1606:ST JOHNS RIVER CENTER-RENTALS 3 HR MEETING ROOM
DWR:C:RCT:C000174:DC-1606:ST JOHNS RIVER CENTER-RENTALS RENTAL FEE
DWR:C:RCT:C000175:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
Vend: MISCELLANEOUS REFUNDInvoice: 20181217 PAYABLE TO: RIVER CHRISTIAN ACADEMY cancelled
Cust: ST JOHNS RIVERKEEPERInv: 1797 River Center Rental Fee
Cust: ST JOHNS RIVERKEEPERInv: 1797 River Center Rental Fee cancelled
DWR:C:RCT:C000182:DC-1606:ST JOHNS RIVER CENTER-RENTALS RENTAL FEE FOR RIVER
DWR:C:RCT:C000183:DC-1606:ST JOHNS RIVER CENTER-RENTALS ST. JOHNS RIVER CENTER
Cust: ST JOHNS RIVERKEEPERInv: 1797 PAID RCT: D012495:ST JOHNS RIVERKEEPER
DWR:D:RCT:D012528:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:D:RCT:D012562:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000187:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:D:RCT:D012638:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000193:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
Vend: MISCELLANEOUS REFUNDInvoice: 20190403GM PAYABLE TO: GEORGIA MITCHELL cancelled
DWR:C:RCT:C000198:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000201:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000221:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000222:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000225:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000229:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-

DWR:C:RCT:C000237:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000249:DC-1606:ST JOHNS RIVER CENTER-RENTALS CATHY OYSTER12/19/19
DWR:C:RCT:C000251:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000259:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
Vend: MISCELLANEOUS REFUNDInvoice: 20200427 PAYABLE TO: ROBIN STEVENS cancelled

DWR:C:RCT:C000328:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000329:DC-1606:SALES TAX ST JOHNS RIVER CENTER-RENTALS
Vend: MISCELLANEOUS REFUNDInvoice: 20210311 PAYABLE TO: JULI WILLIAMSON cancelled
Cust: PUTNAM COUNTY CHAMBER OF COMMERCEInv: 2248 Bassmaster Rental River Center
DWR:C:RCT:C000381:DC-1606:DEPOSIT-ST JOHNS RIVER CENTER ST JOHNS RIVER CENTER-
DWR:C:RCT:C000386:DC-1606:ST JOHNS RIVER CENTER-RENTALS JULIA YOUNG 6/19/21
DWR:C:RCT:C000388:DC-1606:ST JOHNS RIVER CENTER-RENTALS KESHAWN HUGHES 4/24/21
Cust: TALMADGE DRIGGERSInv: 2310 St. Johns River Center 6-25-21

Cust: TEAA JONESInv: 2361 St. Johns River Center

Cust: ROBERT PERRYInv: 2566 Facility Rental

Cust: SHAQUITA CURRYInv: 2571 River Center Rental

Cust: SHAQUITA CURRYInv: 2614 CREDIT MEMO cancelled

Cust: SHAR'RAY JOHNSONInv: 2692 Rooftop Rental

Cust: SHAR'RAY JOHNSONInv: 2733 CREDIT MEMO - RENTAL CANCELLAT

Cust: KACI HARRISInv: 2735 St. Johns River Center Rental

Cust: BRIDGETT COSTELLOInv: 2737 SJRC Rental

Cust: KACI HARRISInv: 2818 credit memo cancelled

Cust: SPRING MAYNARDInv: 3031 stjrc meeting room

Cust: DELTA SIGMA THETA SORORITY, INC.Inv: 3047 meeting room

Cust: ROSE DELANEYInv: 3102 rooftop rental

Cust: ACE ALLIANCEInv: 3479 rooftop payment

Cust: LAWRENCE BROWNInv: 3550 meeting room stjrc

Cust: RIDE SOLUTIONInv: 3582 meeting room

Cust: RIDE SOLUTIONInv: 3582 meeting room

Cust: RIDE SOLUTIONInv: 3582 PAID RCT: P2001155:RIDE SOLUTION

Cust: BECK AUTOMOTIVE GROUPInv: 3635 stjrc rental

Cust: LAURA MICHELLE MANESSInv: 3734 river center

Cust: CHARLIE DOUGLASInv: 3767 meeting room

Cust: MILESTONE REPORTING COMPANYInv: 3982 meeting room fee

Cust: RIDE SOLUTIONInv: 4186

Cust: TONYA MILESInv: 4188 rental payment

year)

Cultural Affairs Dept 03 - River Center

6/24/2024

Account Number	Description	FY 19 YTD Amount	FY 20 YTD Amount	FY 21 YTD Amount	FY 22 YTD Amount	FY23 YTD Amount	YTD FY 24 YTD Amount
001-03-573-1-1200	REGULAR SALARIES	19,125	33,268	34,456	27,815	31,230	25,396
001-03-573-1-1210	ACCRUED SALARIES	-30	-480	28	469	6	
001-03-573-1-1300	OTHER WAGES AND SALARIES	21,417	8,077	0			
001-03-573-1-1400	OVERTIME	103	275	164	1,575	2,204	2,853
001-03-573-1-2100	FICA TAX EXPENSE	3,077	2,918	2,564	2,162	2,347	2,052
001-03-573-1-2200	RETIREMENT EXPENSE	7,889	12,310	13,258	10,010	11,236	8,657
001-03-573-1-2300	HEALTH AND LIFE INSURANCE	7,845	17,567	18,179	9,957	13,142	10,526
001-03-573-1-2400	WORKERS COMP	0					
001-03-573-3-3120	PREEMPLOY PHYSICALS/DRUG SCREENS	150			137		
	Employee expense SUBTOTAL	59,576	73,935	68,649	52,125	60,165	49,483
	Operations Expense						
001-03-573-3-3100	PROFESSIONAL SERVICES	291	477	7,789	14,872	11,538	585
001-03-573-3-4100	COMMUNICATION SERVICES		674	673	484	764	646
001-03-573-3-4250	GRANT APPLICATION FEES			430			
001-03-573-3-4330	CREDIT CARD FEES			11			
001-03-573-3-4400	RENTALS AND LEASES					233	300
001-03-573-3-4500	LIABILITY INSURANCE						
001-03-573-3-4610	BRONSON HOUSE-MAINTENANCE	14,580	3,724	5,399	4,817	35,650	8,767
001-03-573-3-4611	PUTNAM CO HIST SOCIETY MUSEUM-MAINTENANC...						
001-03-573-3-4612	ST JOHNS RIVER CENTER-MAINTENANCE	10,852	3,246	22,866	3,991	101,524	856
001-03-573-3-4613	LARIMER ARTS CENTER-MAINTENANCE	1,911	1,620	3,618	1,339	10,963	1,189
001-03-573-3-4614	TILGHMAN HOUSE-MAINTENANCE	127	745	500	783	758	
001-03-573-3-4615	DEPOT-MAINTENANCE	841	1,269	510	3,982	1,992	1,416
001-03-573-3-4616	WATERWORKS MAINTENANCE	8,217	180	277	357	4,915	2,100
001-03-573-3-4617	HAMMOCK HALL-MAINTENANCE	664		252	350	2,758	26
001-03-573-3-4618	WILLARD COOPER BUILDING-MAINTENANCE	1,053	1,036	2,955	912	844	
001-03-573-3-4619	TERMINAL BUILDING-MAINTENANCE	1,070	630	1,176	5,778	8,026	160
001-03-573-3-4680	STORM CLEANUP/REPAIR	8,000					
001-03-573-3-4800	ADVERTISING						
001-03-573-3-4910	SPECIAL EVENT-ST JOHNS RIVER CENTER						1,364
001-03-573-3-4911	ST JOHNS RIVER CENTER-FIELD TRIPS	928					
001-03-573-3-4912	River Center - grant expense			1,943			

001-03-573-3-5000	FINES FEES				372	131	
001-03-573-3-5219	COVID 19 expense			19,918			
001-03-573-3-5222	MERCHANDISE-ST JOHNS RIVER CENTER						
001-03-573-3-5230	JANITORIAL SUPPLIES	272	200	322	148	970	837
001-03-573-3-5260	UNIFORMS	84	2	0		135	90
001-03-573-3-5280	BRONSON HOUSE-OPERATING	10,766	6,149	6,954	9,231	12,482	5,471
001-03-573-3-5281	PUTNAM CO HIST SOCIETY MUSEUM-OPERATING	95		176			
001-03-573-3-5282	ST JOHNS RIVER CENTER-OPERATING	7,945	5,367	8,228	9,565	9,164	5,870
001-03-573-3-5283	LARIMER ARTS CENTER-OPERATING	165		150	475	275	
001-03-573-3-5286	WATERWORKS-OPERATING	4,705	4,188	5,066	6,050	6,992	4,502
001-03-573-3-5289	TERMINAL BUILDING-OPERATING	5,022	3,120	3,460	2,868	1,701	1,584
001-03-573-3-5290	HOLIDAY EVENT - Jingle Jam						242
001-03-573-6-6220	BRONSON-MULHOLLAND GRANT	50,001					
	Operations Expense SUBTOTAL	127,591	32,626	92,674	66,372	211,816	36,005
	GRAND TOTAL	187,167	106,561	161,323	118,497	271,981	85,488
		FY 19	FY 20	FY 21	FY 22	FY23	YTD FY24
	St Johns River Center Operating EXPENSE TOTAL (no employee expense)	19,726	8,613	33,037	13,556	110,688	8,090
	St Johns River Center INCOME TOTAL	8,765	3,710	4,890	510	350	1,257

Alternatives as directed by the Commission

STAFF REPORT

DATE: July 9, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

None