

GREEN COVE SPRINGS C-STORE
REZONING APPLICATION

Exhibit A	Application
Attachment 1	Statement of Proposed Change
Attachment 1A	Current Zoning Map
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Attachment 2	Aerial Map
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Attachment 5	Survey
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EXHIBIT A

APPLICATION



FOR OFFICE USE ONLY

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Date: SRDT _____ P & Z _____ CC _____

Rezoning Application

A. PROJECT

- Project Name: Green Cove Springs C-Store
- Address of Subject Property: Intersection of S US Hwy 17 & Cooks Lane, Green Cove Springs, FL 32043
- Parcel ID Number(s): 38-06-26-016450-001-01
- Existing Use of Property: Vacant
- Future Land Use Map Designation : Mixed-Use
- Existing Zoning Designation: R3
- Proposed Zoning Designation: C2
- Acreage: 1.33 +/-

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Mark Shelton, AICP Title: _____
 Company (if applicable): Kimley-Horn and Associates, Inc.
 Mailing address: 12740 Gran Bay Parkway West, Ste. 2350
 City: Jacksonville State: Florida ZIP: 32258
 Telephone: 904 828 3900 FAX: () e-mail: mark.shelton@kimley-horn.com
- If the applicant is agent for the property owner*
 Name of Owner (titleholder): Brightwork Real Estate, Inc.
 Mailing address: 3708 West Swann Ave., Ste. 200
 City: Tampa State: Florida ZIP: 33609
 Telephone: () FAX: () e-mail: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?
 Yes No If yes, list names of all parties involved:

 If yes, is the contract/option contingent or absolute?
 Contingent Absolute

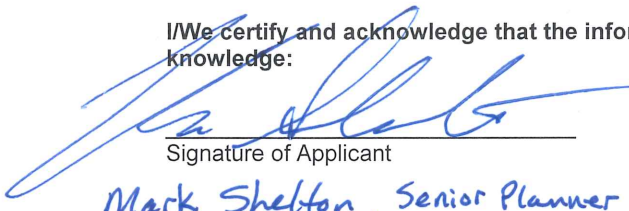
D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
 - a. \$750 plus \$20 per acre over 5
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 7 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:


Signature of Applicant

Mark Shelton, Senior Planner
Typed or printed name and title of applicant

3/29/23
Date

State of FLORIDA

Signature of Co-applicant

Please see attached property owner affidavit.
Typed or printed name of co-applicant

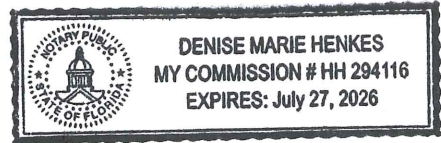
Date

County of DUVAL

The foregoing application is acknowledged before me this 29th day of MARCH, 2023, by MARK

SHELTON, who is/are personally known to me, or who has/have produced _____
as identification.


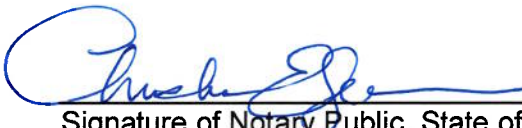
NOTARY SEAL



Signature of Notary Public, State of FLORIDA
Denise Marie Henkes



PROPERTY OWNER AFFIDAVIT

Owner Name: Brightwork Real Estate, Inc.	
Address: 3708 West Swann Ave., Ste. 200	Phone:
Agent Name: Kimley-Horn and Associates, Inc.	
Address: 12740 Gran Bay Parkway West, Ste 2350	Phone: 904-828-3900
Parcel No.: 38-06-26-016450-001-01	
Requested Action: Authorization to submit entitlement applications on behalf of the property owner.	
<p>I hereby certify that:</p> <p>I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.</p> <p>Property owner signature: _____ T. Austin Simmons, Vice President of Brightwork Real Estate, Inc.</p> <p>Printed name: _____</p> <p>Date: <u>3/28/23</u></p> <p>The foregoing affidavit is acknowledged before me this <u>28th</u> day of <u>March</u>, 20<u>23</u> by <u>T. Austin Simmons</u>, who is/are <u>personally known to me</u>, or who has/have produced _____ as identification.</p>	
	 Signature of Notary Public, State of <u>FL</u>



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

Detail by Entity Name

Florida Profit Corporation
BRIGHTWORK REAL ESTATE, INC.

Filing Information

Document Number	P08000021298
FEI/EIN Number	26-2092430
Date Filed	02/26/2008
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/07/2008
Event Effective Date	NONE

Principal Address

3708 WEST SWANN AVENUE
SUITE 200
TAMPA, FL 33609

Changed: 04/28/2009

Mailing Address

3708 WEST SWANN AVENUE
SUITE 200
TAMPA, FL 33609

Changed: 04/28/2009

Registered Agent Name & Address

SIMMONS, TIMOTHY A
3708 W. SWANN AVENUE, SUITE 200
TAMPA, FL 33609

Name Changed: 06/20/2014

Address Changed: 06/20/2014

Officer/Director Detail

Name & Address

Title P

DOUGLAS, BRADFORD G
3708 WEST SWANN AVENUE - SUITE 200
TAMPA, FL 33609

Title VPS

HILSMAN, HENRY
3708 WEST SWANN AVENUE - SUITE 200
TAMPA, FL 33609

Title VPT

SIMMONS, T. AUSTIN
3708 WEST SWANN AVENUE - SUITE 200
TAMPA, FL 33609

Annual Reports

Report Year	Filed Date
2020	02/18/2020
2021	02/04/2021
2022	03/09/2022

Document Images

03/09/2022 -- ANNUAL REPORT	View image in PDF format
02/04/2021 -- ANNUAL REPORT	View image in PDF format
02/18/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
03/16/2018 -- ANNUAL REPORT	View image in PDF format
03/15/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
06/20/2014 -- Reg. Agent Change	View image in PDF format
02/18/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
04/09/2010 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
11/07/2008 -- Amendment	View image in PDF format
03/20/2008 -- Amendment and Name Change	View image in PDF format
02/27/2008 -- Domestic Profit	View image in PDF format

ATTACHMENT 1

**STATEMENT OF
PROPOSED CHANGE**

Statement of Proposed Change

This application requests the rezoning of a 1.33 acres (Parcel ID 38-06-26-016450-001-01) located at the intersection of US Hwy 17 and Cooks Lane (US Hwy 16) in Green Cove Springs, FL 32043. This rezoning application is required to rezone the subject Parcel from Residential High Density (R-3) to Commercial High Intensive (C-2) general commercial.

The subject parcel contains two separate zoning districts. A portion of this parcel is zoned C-2 and the other portion is zoned R-3. The portion that is C-2 is not large enough to be split off and developed into a parcel on its own. In addition, the R-3 portion is not large enough to support a high-density residential use such as multi-family apartments, therefore continuing with these two separate zoning districts is not practical or feasible. Also, The R-3 zoning district is incompatible with the location. It is common planning practice for parcels located at the intersection of two state roads (major collectors) to be zoned for commercial use. The requested rezoning will combine the two separate zoning districts into one commercial zoning district for the entire parcel. This rezoning will not have a negative impact on the adjacent property owners as the majority of the surrounding property to the northwest is zoned for recreation.

It is the intent of the applicant to impact the least amount of wetlands on site as possible. The Applicant is also working with FDOT to ensure that the least amount of wetlands are impacted for the driveway access along SR17. The Applicant has also agreed to allow the proposed bike trail to the north to continue through the subject parcel down to Cooks Lane for future improvements.

The requested rezoning meets the following City of Green Cove Springs 2045 Comprehensive Plan objectives and policies:

Objective 1.1. Future Land Use Map. New development and redevelopment activities shall be directed in appropriate areas of the City as depicted on the Future Land Use Map (FLUM).

The proposed rezoning is at the intersection of US 16 and US 17, a prime location for commercial uses. Currently the property is vacant and has a future land use designation of mixed-use. This rezoning request is appropriate for the subject location.

Future Land Use Policy 1.1.1. The following Future Land Use categories (FLUC), along with their intended uses, densities, and intensities, are established as follows (FAR only applies to non-residential uses):

Mixed Use (MU): This FLUC encompasses lands along major transportation corridors and is intended to accommodate primarily nonresidential uses including light and heavy commercial uses, lodging, and professional offices, interspersed with medium density residential uses and public/semi-public facilities.

The subject parcel has a future land use designation of mixed-use and is located at a state road intersection. Therefore, the C-2 zoning designation is a more appropriate zoning designation for the mixed-use FLUC that is intended for non-residential uses. As such, the proposed rezoning meets the intent of this comprehensive plan policy.

Future Land Use Objective 1.2. Sustainability. The City shall strive to cultivate a sustainable land use pattern by preventing the proliferation of urban sprawl, ensuring the efficient provision of services, and implementing smart growth principles.

The proposed rezoning implements smart growth principles by requesting commercial zoning along a state road intersection. Therefore, the proposed rezoning is currently serviced by existing infrastructure and services and fulfills this comprehensive plan objective. Further, the proposed zoning is compatible with the surrounding uses, appropriate in this location, and is infill development in a location serviced by existing infrastructure.

Future Land Use Policy 1.3.2. The City shall establish locational criteria in the LDC for future rezoning of sites to higher density and/or intensity districts. The following principles shall be considered:

- a. Compatibility means that different land uses can coexist in relative proximity to each other provided that a use is not impacted directly or indirectly by another use.

The requested rezoning is compatible with the proposed location as it is located at the intersection of US-16 and US-17, and there is an existing Speedway gas station directly across US-17. Additionally, the adjacent property to the northwest is zoned for recreation.

- b. Increases in density and intensity must generally occur in a gradual fashion, avoiding abrupt transitions.

The proposed rezoning fronts the intersection of two state roads and therefore is an appropriate location for the intensity of commercial high intensive (C-2) general commercial zoning. This zoning designation is intended to front high volume roads such as US-16 and US-17. Additionally, part of the subject parcel is already zoned C-2, and this application is requesting to bring the entire parcel into the C-2 zoning district.

- c. High density residential uses should generally be located in areas that have adequate vehicular access and proximity to service uses.

The requested rezoning is not for high density residential use.

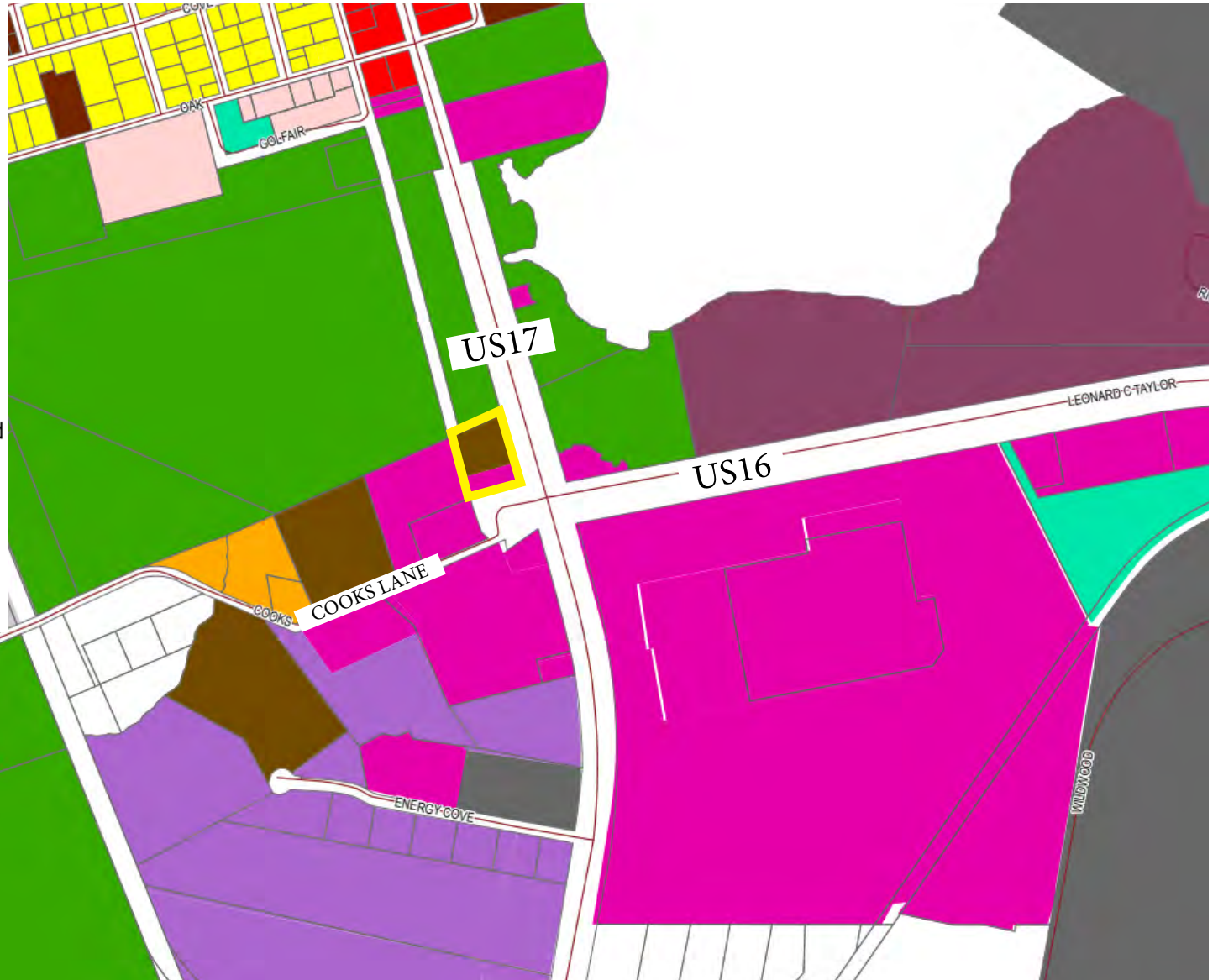
- d. Spot zoning should be avoided. Spot zoning refers to changing the zoning designation of a small parcel of land for a designation totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.

The requested rezoning would bring the entire parcel (Parcel ID 38-06-26-016450-001-01) into the C-2 zoning district, therefore remedying the inconsistent parcel zoning.

ATTACHMENT 1A
CURRENT ZONING MAP

Zoning Map Legend

- Parcel
- Road
- R1 Low Density Residential
- R2 Medium Density Residential
- R3 High Density Residential
- RRF Residential Riverfront
- PUD Planned Unit Development
- RPO Residential Professional Office
- C1 Commercial Medium Intensity
- C2 Commercial High Intensity
- CBD Central Business District
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood
- GCR Gateway Corridor Residential
- M-2 Industrial District
- M-1 Light Industrial District
- MUH C-2/M-2 - Mixed Use Highway
- INS Institutional
- RC Recreation



GREEN COVE SPRINGS C-STORE

CURRENT ZONING MAP

Legend
Project Site



Kimley»Horn

Expect More. Experience Better.

ATTACHMENT 1B
PROPOSED ZONING MAP

Zoning Map Legend

- Parcel
- Road
- R1 Low Density Residential
- R2 Medium Density Residential
- R3 High Density Residential
- RRF Residential Riverfront
- PUD Planned Unit Development
- RPO Residential Professional Office
- C1 Commercial Medium Intensity
- C2 Commercial High Intensity
- CBD Central Business District
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood
- GCR Gateway Corridor Residential
- M-2 Industrial District
- M-1 Light Industrial District
- MUH C-2/M-2 - Mixed Use Highway
- INS Institutional
- RC Recreation



GREEN COVE SPRINGS C-STORE

PROPOSED ZONING MAP

Legend
Project Site

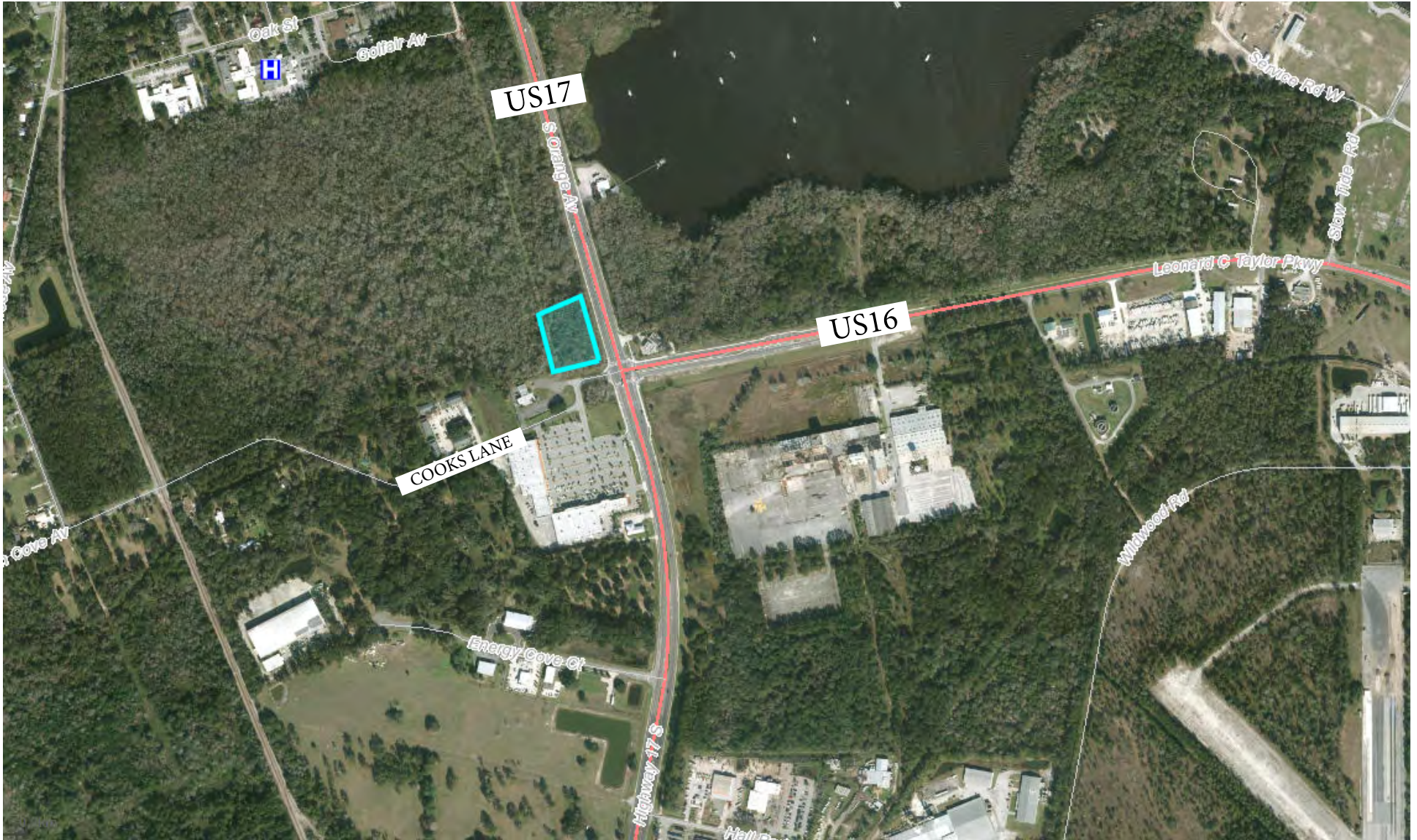


Kimley»Horn

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ATTACHMENT 2

AERIAL MAP



GREEN COVE SPRINGS C-STORE

AERIAL MAP

Legend
Project Site



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ATTACHMENT 3

PLAT OF THE PROPERTY



GREEN COVE SPRINGS C-STORE

PROPERTY APPRAISER'S PLAT MAP

Legend
Project Site



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ATTACHMENT 4

LEGAL DESCRIPTION

Description Sketch

(Not A Survey)

REZONING PARCEL

A parcel of land lying in Section 38, Township 6 South, Range 26, Clay County, Florida, and being more particularly described as follows:

COMMENCE at the Intersection of the Northwesterly Right-of-way line of State Road 16 and the Southwesterly Right-of-way line of State Road 15 (U.S. Highway 17); thence run N 15°56'32" W along said Southwesterly Right-of-way line of State Road 15, a distance of 143.24 feet to the POINT OF BEGINNING; thence departing said Southwesterly Right-of-way line, run S 73°50'33" W, a distance of 235.08 feet; thence N 14°29'51" W, a distance of 89.83 feet; thence N 14°29'51" W, a distance of 121.79 feet; thence N 66°12'16" E, a distance of 30.36 feet; thence N 66°10'11" E, a distance of 169.13 feet; thence N 74°43'31" E, a distance of 0.17 feet; thence N 66°15'51" E, a distance of 54.35 feet; thence S 15°46'46" E, a distance of 148.15 feet; thence S 15°46'37" E, a distance of 97.18 feet; thence S 73°50'33" W, a distance of 21.18 feet to the POINT OF BEGINNING.

Containing 1.331 acres, more or less.

NOTES:

1) The bearings shown hereon are based on the Southwesterly Right-of-way line of State Road 15 (U.S. 17), having a Grid bearing of N 15°56'32" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SKETCH

JOB #: BISHOP PROPERTY - REZONING
PARCEL

DRAWN: MRC DATE: 03/27/2023 CHECKED: JDF

Prepared For: BRIGHTWORK REAL ESTATE

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

Judd French

LS7095

ATTACHMENT 5

SURVEY

Description Sketch

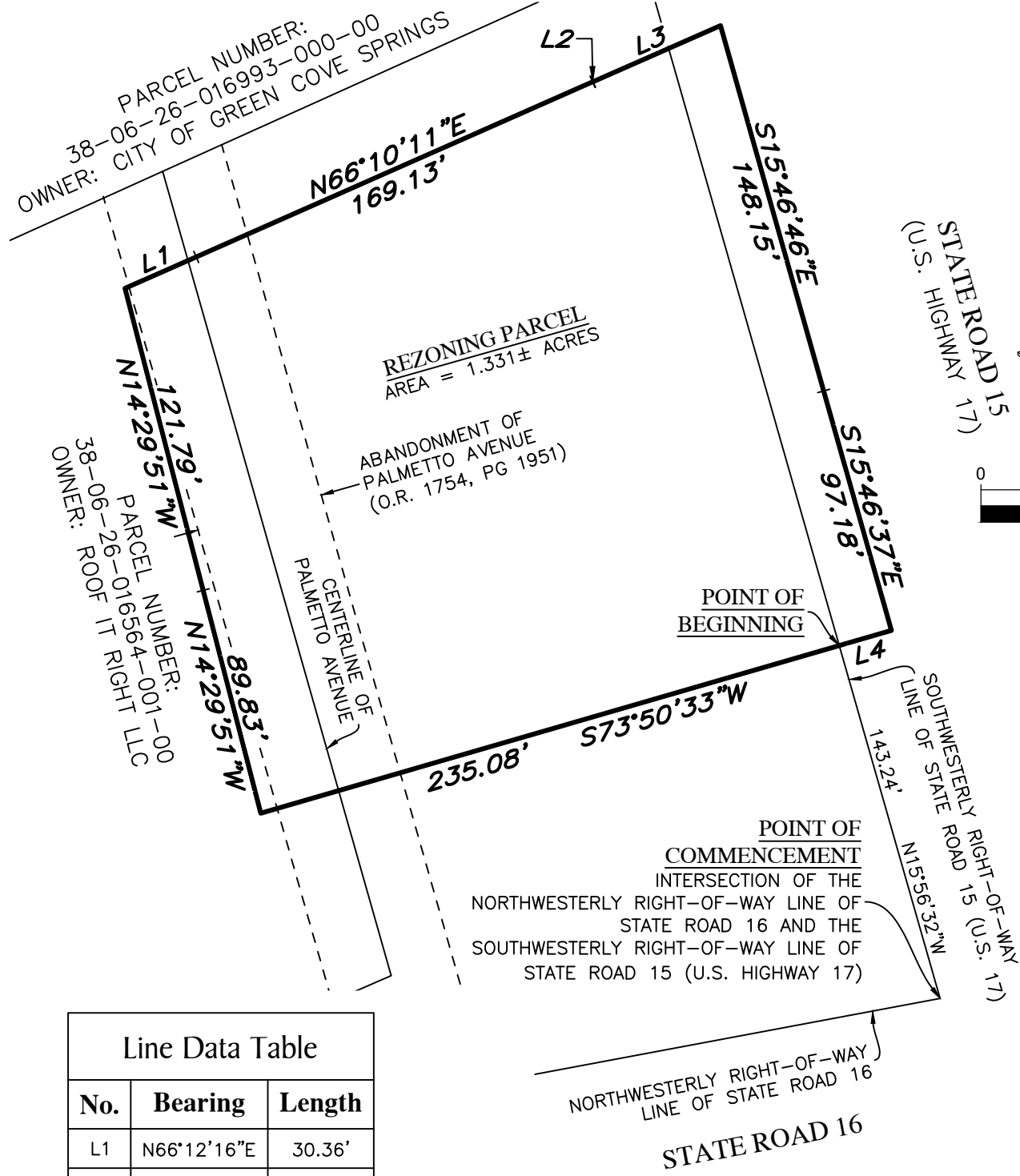
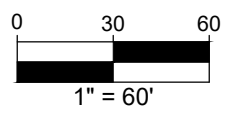
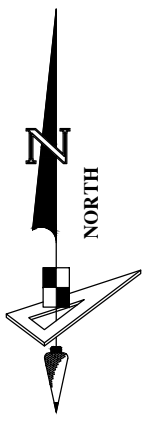
(Not A Survey)

PARCEL NUMBER:
38-06-26-016993-000-00
OWNER: CITY OF GREEN COVE SPRINGS

PARCEL NUMBER:
38-06-26-016564-001-00
OWNER: ROOF IT RIGHT LLC

REZONING PARCEL
AREA = 1.331± ACRES

ABANDONMENT OF
PALMETTO AVENUE
(O.R. 1754, PG 1951)



Line Data Table		
No.	Bearing	Length
L1	N66°12'16"E	30.36'
L2	N74°43'31"E	0.17'
L3	N66°15'51"E	54.35'
L4	S73°50'33"W	21.18'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

ATTACHMENT 6

PROOF OF OWNERSHIP

AGREEMENT FOR SALE AND PURCHASE

This is an Agreement ("Agreement"), dated as of the date specified below, by and between LYMAN HALL ("Seller"), and BRIGHTWORK ACQUISITIONS, LLC, a Florida limited liability company ("Buyer").

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller upon the terms and conditions set forth below, certain land in Clay County, Florida, (the "Real Property"), described on Exhibit A attached hereto together with all improvements located thereon and to the extent assignable, all tenements, hereditaments and appurtenances thereto and all development and other rights related to the Real Property, including without limitation:

(i) all agreements, leases, contracts, covenants, easements and restrictions related to or benefiting the Real Property and any and all rights of Seller thereunder, including development rights, air rights, water and well rights, density (lot coverage) rights, and drainage rights;

(ii) all approvals, permits, and applications with or from governmental authorities related to or benefiting the Real Property; and

(iii) all documents and work product of all professionals in connection with the Real Property, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property.

All of the foregoing are hereinafter collectively referred to as the "Property."

2. Purchase Price. Subject to the adjustments permitted or required pursuant to this Agreement, Buyer shall pay to Seller a total purchase price of \$ [REDACTED] for the Property. The purchase price shall be payable at Closing by wire transfer, cashier's or official check.

3. Earnest Money Deposit. Within five (5) business days after the execution of this Agreement by Buyer and Seller, Buyer shall deposit with "Escrow Agent" (defined in ¶ 16 below) the sum of \$ [REDACTED]. The above deposit, together with any additional deposits are hereinafter referred to as the "Deposit." The Deposit shall be placed in a non-interest bearing trust account and shall be held in escrow until:

(i) the Deposit is returned to Buyer pursuant to the provisions of this Agreement;

(ii) the Deposit is delivered to Seller pursuant to the provisions of this Agreement; or

(iii) Closing, in which case the Deposit shall be applied towards the Purchase Price for the Property.

4. Feasibility Study Period. Buyer shall at all reasonable times from the Effective Date of this Agreement until Closing (or until this Agreement is terminated prior to Closing), have access to the Property for itself, its agents and contractors for the purpose of conducting all such inspections, environmental reports, surveys, soil tests, drainage and percolation tests, and general collection of engineering data, as Buyer may deem necessary. Buyer shall have 90 days from the Effective Date (the "Feasibility Study Period") to evaluate the feasibility of Buyer's purchase and ultimate development of the Property. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of all materials identified in ¶ 1. The Feasibility Study Period shall be extended one day for each day that the materials identified in ¶ 1 are not delivered as required. If, on or before the expiration of the Feasibility Study Period, Buyer notifies Seller that Buyer has determined, at Buyer's option and in Buyer's sole, absolute and complete discretion, that its purchase and ultimate development of the Property, for any reason whatsoever (regardless of the results of such inspections, tests, etc.), is not feasible and that Buyer therefore desires to terminate this Agreement, the Deposit shall be returned to Buyer, this Agreement shall terminate, and Buyer and Seller shall be relieved of any further liability or obligation hereunder except for the Inspection Indemnity described in ¶ 22 and the Broker Indemnity described in ¶ 26 below.

5. Permit Contingency Period. Buyer shall have from the expiration of the Feasibility Study period as defined in ¶ 4 hereof, 150 days (the "Permit Contingency Period") to secure all necessary government approvals including but not limited to all building permits, demolition permits, site plan approvals for Buyers intended use and development (the "Permits"). Any and all deposits shall be "at risk" subject only to receipt of all necessary government approvals and building permits. If during the Permit Contingency Period Buyer notifies Seller that it is unable to obtain Permits after reasonable diligence and Buyer therefore desires to terminate this Agreement, the Deposit shall be returned to Buyer after any and all work product regarding this site is turned over to the Seller after which this Agreement shall terminate, and Buyer and Seller shall be relieved of any further liability or obligation hereunder except for the Inspection Indemnity described in ¶ 22 and the Broker Indemnity described in ¶ 26 below.

6. Closing. Closing shall take place at a location as Buyer and Seller agree, on the date which is the earlier of 30 days after (a) the end of the Permit Contingency Period or (b) Buyer's receipt of the Permits, unless otherwise extended by the provisions of this Agreement or otherwise mutually agreed upon between the Buyer and Seller in writing, at which time Escrow Agent shall accept tender of the deed for recording and tender of the Purchase Price balance for delivery to Seller.

7. Deed / Closing Documents. Seller shall convey marketable fee simple title to the Property to or at the direction of Buyer by special warranty deed free and clear of all liens and encumbrances, except as hereinafter provided. At Closing, Seller shall deliver to Buyer and Escrow Agent its affidavit in form sufficient for the purpose of deleting the standard exceptions for construction liens and claims of parties in possession from the title policy hereinafter described and all other documents reasonably necessary to effectuate this Agreement.

8. Intentionally Deleted.

9. **Title Insurance.** Not more than 10 days after the Effective Date, Seller shall deliver to Buyer a written commitment issued by a nationally recognized title insurance underwriter reasonably acceptable to Buyer (the "Company") binding the Company to insure marketable title to the Property in Buyer subject only to exceptions of record by its Extended Owners Title Insurance Policy, upon recording of the Special Warranty Deed (the "Title Binder"). The Title Binder shall be accompanied by legible copies of all exceptions noted on Schedule B of the Title Binder.

10. **Survey.** Buyer may, at Buyer's expense, obtain a current survey of the Property (the "Survey") prepared and certified by a registered Florida land surveyor. If the Survey identifies any issues unacceptable to Buyer, in its sole discretion, such defect shall be treated in the same manner as a title defect under ¶ 11 below.

11. **Defects in Title.** Buyer shall notify Seller of any objections to title revealed in the Title Binder or Survey within 30 days after receipt of each. If Buyer fails to so notify Seller in writing of its objections to title to the Property, title to the Property shall be deemed to have been approved by Buyer. Seller shall have a period of 30 days after receipt of notice of any defect to cure the same. If the Seller is unable or unwilling to cure any title defect within such period, Buyer may at its option: (i) terminate this Agreement, or (ii) accept a conveyance of title to the Property in its existing condition without reduction of the Purchase Price. If Buyer elects to terminate this Agreement, the Deposit shall be returned to the Buyer and thereafter the parties shall have no further rights or obligations hereunder or to each other except as set forth in ¶ 4.

12. **Closing Costs.**

- (a) Buyer shall pay the following costs and expenses in connection with the Closing:
 - (i) the cost of the Survey and all other costs of Buyer's investigation.
- (b) Seller shall pay the following costs and expenses in connection with the Closing:
 - (i) all recording fees and documentary stamps required by law to be affixed to the Special Warranty Deed;
 - (ii) the premium payable for the Title Binder and owner's policy issued pursuant thereto.

Each party shall pay their own attorneys' fees and costs.

(c) Taxes and assessments for the Real Property only (specifically excluding any and all tangible and intangible personal property taxes and assessments, for which the Seller shall be solely responsible) for the year of the Closing shall be pro-rated to the date of Closing. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest

assessed valuation. Any difference between such estimated amount and the final amount will be paid to the applicable party within thirty (30) days after the tax bill is tendered.

13. Seller's Representations and Additional Covenants. Seller represents, warrants, and agrees that each of the following is true and correct on the date of this Agreement and shall be true and correct on the date of Closing, and it shall be a condition of Buyer's obligation to close the purchase of the Property that each of the following is true and correct on the date of Closing:

(a) Seller is authorized to execute the Agreement and to fulfill its obligations under the Agreement.

(b) Seller has no knowledge of any pending or threatened condemnation or similar proceeding or assessments affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

(c) There are no contracts, leases or other agreements of any nature with any party that will be binding on the Property or the Buyer after Closing.

(d) Seller has no knowledge of any action by adjacent landowners, or natural or artificial conditions upon the Property, that would prevent, limit, impede, or render materially more costly Buyer's use of the Property.

(e) Seller has no knowledge of any legal actions, suits, or other legal or administrative proceedings, pending or threatened, against the Property, and Seller has no knowledge of any facts that might result in any such action, suit or other proceedings.

(f) Seller has no knowledge of any significant adverse fact or condition relating to the Property that has not been specifically disclosed by Seller to Buyer.

(g) Seller has no knowledge of any uncured violations of federal, state, or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Property.

(h) Seller has no knowledge of any episode of environmental discharge or spill with respect to the Property or any lands abutting the Property.

(i) Seller's has no knowledge of any claims of any additional third parties affecting the use, title, occupancy or development of the Property.

(j) As of the Closing Date, Seller shall cause to be paid all services, materials, and labor furnished with respect to the Property prior to the Closing date, and that to Seller's best knowledge there are no mechanics', materialmens' or professional services liens (or rights to claim any such liens) against the Real Property that have not been disclosed in writing by Seller to Buyer.

(k) Except for those items to be prorated as hereinafter set forth, Seller shall be solely liable for the payment of all costs and expenses, liabilities, obligations, and claims

arising out of Seller's ownership and operation of the Property prior to Closing; and Seller hereby agrees to defend, indemnify and hold Buyer harmless therefrom.

(l) That Seller has no notice or any knowledge of any actual or threatened settlement, earth movement, termite infestation or other damage affecting the Property, or any reduction or curtailment of any utility service now available to the Property.

(m) That the representations, warranties, indemnities, and covenants contained in this Article shall survive the Closing date and run in favor of and benefit Buyer and its successors and assigns. Seller hereby indemnifies and holds Buyer harmless from any losses, costs, expenses, obligations and attorneys' fees incurred should a claim, demand, action or cause of action be instituted, made or taken resulting from a breach of the representations or warranties contained in this Article, and these indemnities shall survive the Closing date.

For the purpose of this paragraph, "knowledge" is deemed to be the actual present knowledge of the Seller's majority owner (or the principals thereof), without investigation. The representations, warranties and agreements set forth in this paragraph shall survive Closing.

14. **Default.** Failure of either party to perform its obligations under this Agreement after five (5) days written notice and opportunity to cure shall be a default hereunder.

(a) If the sale and purchase of the Property is not closed because of default of the Buyer, and if Seller is not in default under this Agreement, the Deposit shall be delivered to the Seller, and this shall be Seller's sole remedies for Buyer's default hereunder (except for Buyer's obligations under the Inspection Indemnity described in ¶ 22 and Broker Indemnity described in ¶ 26 below), it being understood and agreed that Seller's damages in the event of Buyer's default cannot be ascertained with reasonable certainty at this time.

(b) If the sale and purchase of the Property is not closed because of default of the Seller and if Buyer is not in default under this Agreement, at the option of Buyer, (i) the Deposit shall be returned to the Buyer upon demand, or (ii) Buyer may seek to enforce specific performance of Seller's obligations hereunder, together with actual out-of-pocket expenses arising out of Seller's default, and these shall be Buyer's sole remedies for Seller's default hereunder.

15. **Escrow Agent.** In the event of doubt as to its duties or liabilities under this provision of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the Deposit until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Court for Clay County, Florida, and upon notifying all parties concerned by such action, all liability on the part of the Escrow Agent shall fully terminate except to the extent of accounting for any monies theretofore delivered out of the escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the

(a) Terminate Buyer's obligation to purchase the Property by giving written notice to Seller within ten (10) days after notification and receive back the Deposit; or

(b) Complete the purchase of the Property in accordance with the terms of this Agreement without diminution of the purchase price or change of the terms hereof, in which event at Closing Seller shall assign to Buyer all sums to be awarded or to be awarded in connection with said condemnation; Seller shall not negotiate a settlement of any pending or threatened eminent domain proceeding without the prior written consent of the Buyer.

19. Further Assurances. From and after the Closing date, each party, upon demand, will execute and deliver any and all written further assurances that are necessary to evidence, complete, perfect, or any combination thereof, the transactions contemplated by this Agreement, so long as no further assurance operates to impose any new or additional liability upon any party. Seller shall cooperate with Buyer, and execute such consents and approvals as may be necessary, in Buyer's efforts to obtain such permitting, approvals, variances, waivers, use permits and zoning reclassification as Buyer may deem reasonably necessary for Buyer's intended development of the Property. The parties will so perform all other acts that are necessary for any such purpose, so long as no new or additional liabilities are incurred that are not contemplated by this Agreement.

20. Effective Date. The "Effective Date" as used herein shall be the date on which the last of the Buyer and the Seller signs this Agreement.

21. Miscellaneous. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature. The captions contained herein are not part of this Agreement, are only for the convenience of the parties and do not modify, amplify or give full notice of any of the terms, covenants and conditions of any articles, paragraph, clause or provisions of this Agreement. This agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remainder of this Agreement. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate.

22. Inspection Indemnity. Notwithstanding anything contained in this Agreement, Buyer shall (i) promptly pay or cause to be removed any liens filed against the Property as a result of any actions taken by or on behalf of Buyer; (ii) promptly repair and restore the Property to substantially the same condition existing immediately prior to the conduct of Buyers entry thereon; and (iii) shall indemnify, defend and hold Seller harmless from and against all claims, damages or losses incurred to the Property or anyone on the Property as a result of the actions taken by Buyer, any of its agents, representatives or contractors, or any person performing the feasibility activity or other activities on Buyer's behalf; these obligations collectively are referred to herein as the "Inspection Indemnity." The terms of this Inspection Indemnity shall survive any termination of this Agreement.

23. Disclaimer. Except as otherwise expressly provided in this Agreement, Buyer acknowledges that it has examined the Property and is buying the Property "As Is," without warranty or representation of any kind whatsoever, express or implied, including, without limitation, any implied warranty of fitness of the Property for a particular purpose, whether by Seller, or by an agent, broker, employee or other representative of Seller. All understandings and agreements heretofore between the parties are hereby merged in this Agreement, which alone shall fully and completely express the parties' agreement. Buyer acknowledges that it shall have had by Closing an adequate opportunity to inspect the Property and to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable or appropriate with respect to the Property.

24. Recording This Agreement. Buyer shall not record this Agreement or any memorandum thereof. In the event that Buyer shall breach this paragraph, Seller shall have the right to terminate this Agreement.

25. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire Agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral, written, express or implied, between the parties other than as herein set forth.

26. Brokerage. Buyer and Seller each represent and warrant to the other that with the exception of Jason Ryals with Colliers representing the Buyer, whose fee of 2.5% and Exit Magnolia Point Realty representing the Seller whose fee is 2.5% of the aggregate Purchase Price shall be paid by Seller pursuant to separate agreement, neither has had any dealings with any person, firm, broker or finder in connection with the negotiations of this Agreement and/or the consummation of the purchase and sale contemplated hereby and no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction. Buyer and Seller do each hereby indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liabilities for compensation, commission or charge which may be claimed by any broker, finder or other similar party by reason of any actions of the indemnifying party, and these obligations are referred to herein collectively as the "Broker Indemnity."

27. Assignment. Buyer may assign or transfer any of its rights under this Agreement upon written notice to Seller.

28. Intentionally Deleted.

29. Time is of the Essence. Time is of the essence with respect to this Agreement. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

30. Like Kind Exchange. Buyer or Seller may elect to acquire or sell the Property in a manner which will qualify for treatment as a like kind exchange under Section 1031 of the Internal Revenue Code. In the event either party makes such an election, the other party will cooperate in any reasonable manner and at no expense to the other party to allow the exchanging party to effect such an exchange; provided, however, that in no event shall

(i) either party be required to take title to any other property to facilitate the tax free exchange, or (ii) the exchange activity delay the Closing. It is understood and agreed that if either party elects to effect such an exchange, funds will be transferred to a qualified "Exchange Agent" as designated by the exchanging party.

31. Radon Disclosure. Radon is a naturally occurring radio active gas that when 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 or radon testing may be obtained from your County Public Health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below.

SELLER:

By: Lyman Hall dotloop verified
08/19/22 2:56 PM EDT
1UWG-GPY3-KEE3-WGQV

Name: Lyman Hall

Dated: _____

BUYER:

BRIGHTWORK ACQUISITIONS, LLC, a Florida limited liability company

By: BRIGHTWORK REAL ESTATE, INC., a Florida corporation, as Manager

By: T. Austin Simmons
T. Austin Simmons, Vice President

Dated: 8/18/22

EXHIBIT A

Parcel ID: 38-06-26-016450-001-01

