



**GROWTH MANAGEMENT**  
205 North Marion Ave  
Lake City, FL 32055  
Telephone: (386) 719-5750  
E-mail: growthmanagement@lcfla.com

**FOR PLANNING USE ONLY**

Application # \_\_\_\_\_  
Application Fee \$200.00  
Receipt No. \_\_\_\_\_  
Filing Date 2/9/23  
Completeness Date \_\_\_\_\_

## SPECIAL EXCEPTION

### A. PROJECT INFORMATION

1. Project Name: Publix Super Markets, Inc. - Liquor Store #1192 - Lake City Commons
2. Address of Subject Property: 295 NW Commons Loop, Lake City, FL 32055
3. Parcel ID Number(s): 36-3S-16-02611-024
4. Future Land Use Map Designation: C- Commercial
5. Zoning Designation: CI- Commercial Intensive
6. Acreage: 13.61 Acres
7. Existing Use of Property: Shopping Center
8. Proposed use of Property: Shopping Center - Adding Publix Liquor Store (2,386 square feet)
9. Section of the Land Development Regulations ("LDRs") for which a Special Exception is requested (Provide a Detailed Description): Section 4.13.5(2), a special exception is required for the proposed liquor store.

### B. APPLICANT INFORMATION

1. Applicant Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s): David Smith Title: Director of Development and Zoning  
Company name (if applicable): Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
Mailing Address: PO Box 3299  
City: Tampa State: FL Zip: 33601-3299  
Telephone: (813) 223-4800 Fax: (813) 222-5089 Email: dsmith@stearnsweaver.com and\*

**PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.**

3. If the applicant is agent for the property owner\*, \*cwalden@stearnsweaver.com  
Property Owner Name (title holder): Inland Diversified Lake City Commons, L.L.C. nka KRG Lake City Commons, LLC - 30 S. Meridian Street, Suite 1100  
Mailing Address: \_\_\_\_\_  
City: Indianapolis State: IN Zip: 46204  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.**

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

**C. ADDITIONAL INFORMATION**

1. Is there any additional contract for the sale of, or options to purchase, the subject property?  
If yes, list the names of all parties involved: No, this is a leased property.  
If yes, is the contract/option contingent or absolute: ☐ Contingent ☐ Absolute
2. Has a previous application been made on all or part of the subject property? ☐ Yes ☒ No  
Future Land Use Map Amendment: ☐ Yes ☒ No  
Future Land Use Map Amendment Application No. \_\_\_\_\_  
Rezoning Amendment: ☐ Yes ☒ No  
Rezoning Amendment Application No. \_\_\_\_\_  
Site Specific Amendment to the Official Zoning Atlas (Rezoning): ☐ Yes ☒ No  
Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. \_\_\_\_\_  
Variance: ☐ Yes ☒ No  
Variance Application No. \_\_\_\_\_  
Special Exception: ☐ Yes ☒ No  
Special Exception Application No. \_\_\_\_\_

**D. ATTACHMENT/SUBMITTAL REQUIREMENTS**

- ☒ Analysis of Section 11.3 of the Land Development Regulations ("LDRs"):
- a. Whether the proposed use would be in conformance with the city's comprehensive plan and would have an adverse effect on the comprehensive plan.
  - b. Whether the proposed use is compatible with the established land use pattern.
  - c. Whether the proposed use would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets.
  - d. Whether changed or changing conditions find the proposed use to be advantageous to the community and the neighborhood.
  - e. Whether the proposed use will adversely influence living conditions in the neighborhood.
  - f. Whether the proposed use will create or excessively increase traffic congestion or otherwise affect public safety.
  - g. Whether the proposed use will create a drainage problem.
  - h. Whether the proposed use will seriously reduce light and air to adjacent areas.
  - i. Whether the proposed use will adversely affect property values in the adjacent area.
  - j. Whether the proposed use will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
  - k. Whether the proposed use is out of scale with the needs of the neighborhood or the community

- ✓ 2. Vicinity Map – Indicating general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and adjacent land use.
3. Site Plan – Including, but not limited to the following:
- a. Name, location, owner, and designer of the proposed development.
  - b. Present zoning for subject site.
  - c. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties.
  - d. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.
  - e. Area and dimensions of site (Survey).
  - f. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
  - g. Access to utilities and points of utility hook-up.
  - h. Location and dimensions of all existing and proposed parking areas and loading areas.
  - i. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).
  - j. Location and size of any lakes, ponds, canals, or other waters and waterways.
  - k. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.
  - l. Location of trash receptacles.
4. Stormwater Management Plan—Including the following: N/A - existing shopping center.
- a. Existing contours at one foot intervals based on U.S. Coast and Geodetic Datum.
  - b. Proposed finished elevation of each building site and first floor level.
  - c. Existing and proposed stormwater management facilities with size and grades.
  - d. Proposed orderly disposal of surface water runoff.
  - e. Centerline elevations along adjacent streets.
  - f. Water management district surface water management permit.
5. Fire Department Access and Water Supply Plan: The Fire Department Access and Water Supply Plan must demonstrate compliance with Chapter 18 of the Florida Fire Prevention Code, be located on a separate signed and sealed plan sheet, and must be prepared by a professional fire engineer licensed in the State of Florida. The Fire Department Access and Water Supply Plan must contain fire flow calculations in accordance with the Guide for Determination of Required Fire Flow, latest edition, as published by the Insurance Service Office ("ISO") and/or Chapter 18, Section 18.4 of the Florida Fire Prevention Code, whichever is greater.
- ✓ N/A - existing shopping center.  
Concurrence Impact Analysis: Concurrence Impact Analysis of impacts to public facilities. For commercial and industrial developments, an analysis of the impacts to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts are required.

- ✓ 7. Comprehensive Plan Consistency Analysis: An analysis of the application's consistency with the Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies of the Comprehensive Plan and detail how the application complies with said Goals, Objectives, and Policies).
  - ✓ 8. Legal Description with Tax Parcel Number (In Microsoft Word Format).
  - ✓ 9. Proof of Ownership (i.e. deed).
  - ✓ 10. Agent Authorization Form (signed and notarized).
  - ✓ 11. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
12. Fee. The application fee for a Special Exception Application is \$200.00. No application shall be accepted or processed until the required application fee has been paid.

#### NOTICE TO APPLICANT

**All twelve (12) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Board of Adjustment.**

**A total of ten (10) copies of proposed Special Exception Application and support material, and a PDF copy on a CD, are required at the time of submittal. See Columbia County submittal requirements for more detail.**

Before any Special Exception shall be granted, the Board of Adjustment shall make a specific finding that it is empowered under Article 3 of the Land Development Regulations to grant the Special Exception described in the petition, and that the granting of the Special Exception will not adversely affect the public interest. Before any Special Exception shall be granted, the Board of Adjustment shall further make a determination that the specific rules governing the individual Special Exception, if any, have been met by the petitioner and that, further, satisfactory provision and arrangement has been made.

In granting any Special Exception to the provisions of Article 4 of the Land Development Regulations, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with such regulations, including but not limited to, reasonable time limits within which the action for which the Special Exception requested shall be begun or completed, or both. Violation of such conditions and safeguards, when made a part of the terms under which the Special Exception is granted, shall be deemed a violation of the Land Development Regulations.

The Board of Adjustment requires that the applicant or representative be present at the public hearing to address and answer any questions the Board may have during the public hearing. The application may be continued to future dates if the applicant or representative is not present at the hearing.

The City of Lake City Land Development Regulations require that a sign must be posted on the property ten (10) days prior to the Board to Adjustment hearing date. Once a sign has been posted, it is the property owner's responsibility to notify the Planning and Zoning Department if the sign has been moved, removed from the property, torn down, defaced or otherwise disturbed so the property can be reposted. If the property is not properly posted until all public hearings before the Board of Adjustment are completed, the Board reserves the right to continue such public hearing until such time as the property can be properly posted for the required period of time.

There is a thirty (30) day appeal period after the date of the decision. No additional permitting will be issued until that thirty (30) day period has expired.

I (we) hereby certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct to the best of my (our) knowledge and belief.

**APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR REPRESENTATIVE MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE BOARD OF ADJUSTMENT, OTHERWISE THE REQUEST MAYBE CONTINUED TO A FUTURE HEARING DATE.**

David M. Smith, Director of Development and Zoning  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.

Applicant/Agent Name (Type or Print)

By: David M. Smith  
DAVID M. SMITH, As Authorized Agent  
Applicant/Agent Signature

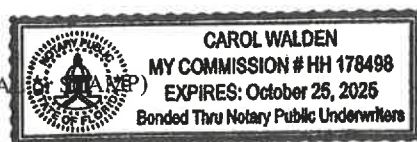
2/9/23

Date

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of Feb, 2023, by (name of person acknowledging) David M. Smith.

(NOTARY SEAL)



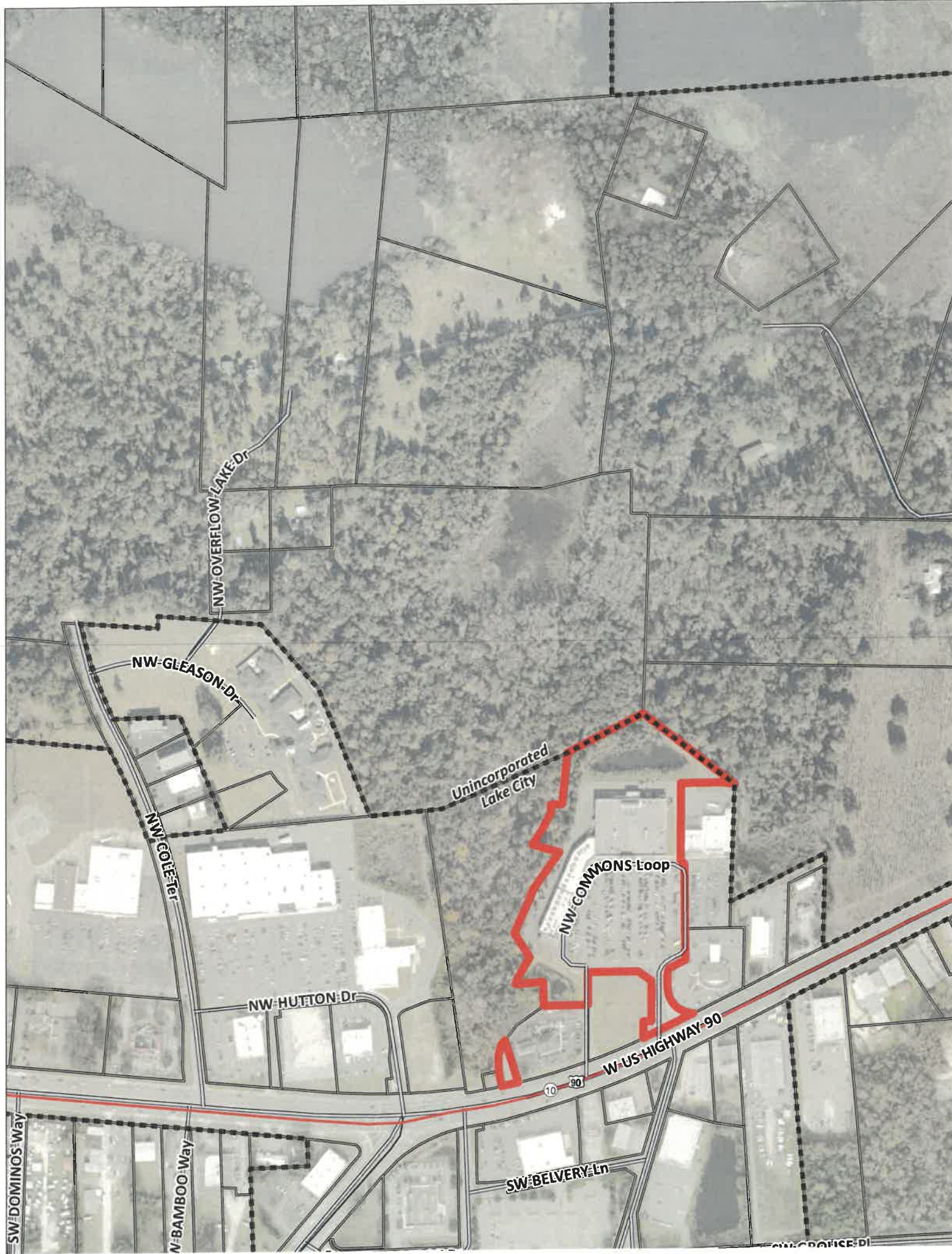
Carol Walden  
Signature of Notary

Carol Walden  
Printed Name of Notary

Personally Known        OR Produced Identification         
Type of Identification Produced

Lake City - Growth Management Department  
205 North Marion, Lake City, FL 32055 ♦ (386) 719-5750





NW OVERFLOW LAKE Dr

NW GLEASON Dr

NW COLETER

NW HUTTON Dr

Unincorporated  
Lake City

NW COMMONS Loop

W US HIGHWAY 90

SW BELVERLY Ln

SW DOMINOS Way

W BAMBOO Way

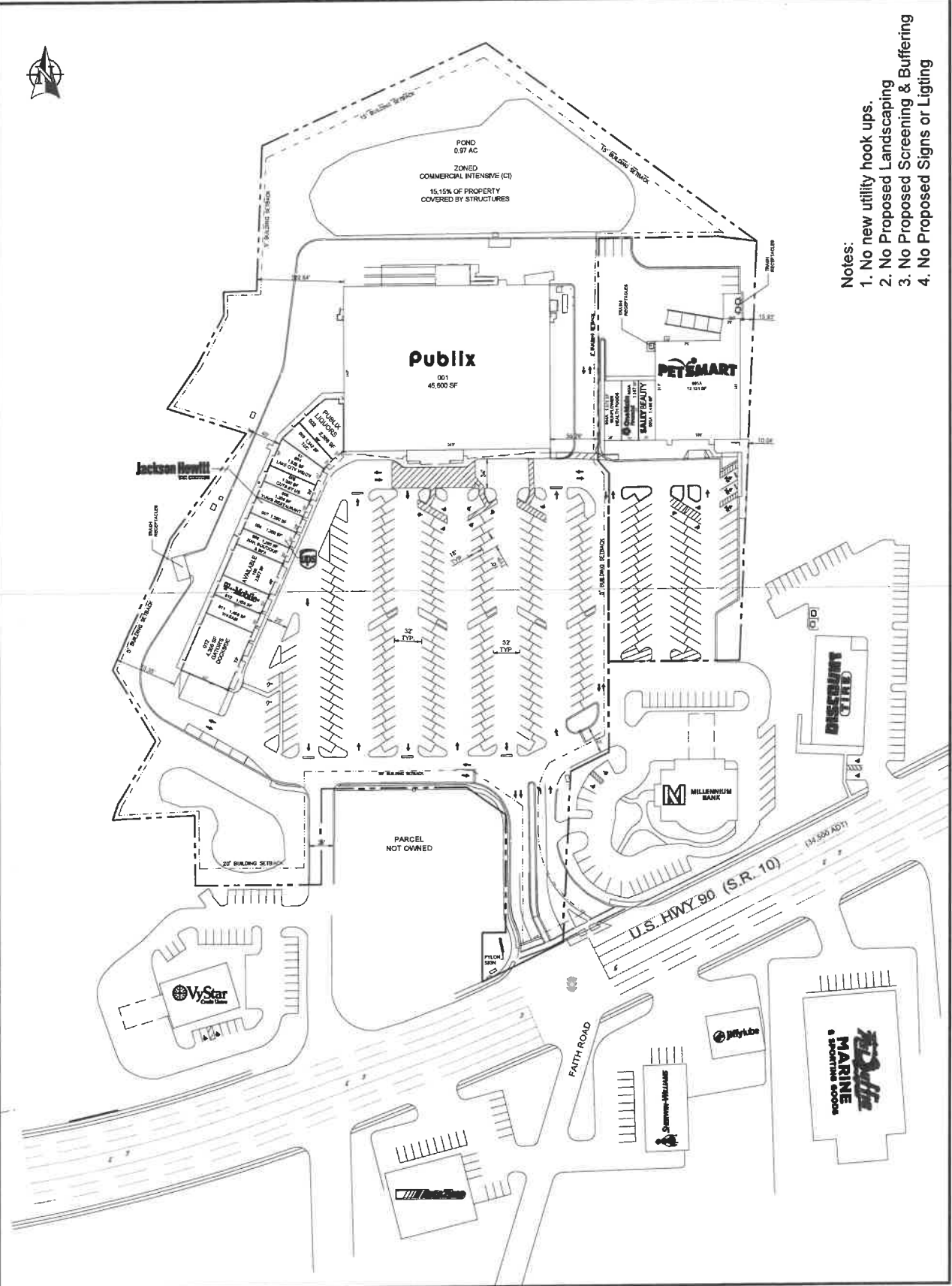
**KITE**  
REALTY GROUP

30 S. MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204  
PHONE 317-577-5600  
FAX 317-577-5605



LAKE CITY COMMONS  
PHASE I & II  
LAKE CITY,  
FLORIDA

Drawn by: eem  
Date: 01/31/2023  
Scale: 1" = 50'  
Project No.: 5010/5011  
EXHIBIT  
EX



- Notes:
1. No new utility hook ups.
  2. No Proposed Landscaping & Buffering
  3. No Proposed Screening & Buffering
  4. No Proposed Signs or Lighting











COMM AT NE COR OF SE1/4 OF SE  
1/4 OF SEC. RUN S. 21.10 FT TO  
N R/W ON HWY 90 (SAID PT BEING

INLAND DIVERSIFIED LAKE CITY COMMONS LLC  
30 SOUTH MERIDIAN ST STE 1100  
INDIANAPOLIS, IN 46204

2023

36-3S-16-02611-024

BUILDING CHARACTERISTICS										MARKET ADJUSTMENTS										VALUATION SUMMARY									
ELEMENT	CD	CONSTRUCTION	TYPE	MDL	EFF AREA	TOT ADJPTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT	NORM	% COND	VALUATION BY	Tax Group: 1	VALUATION SUMMARY	PAGE 1 of 2											
Exterior Wall	17	MENRY STUC 100	4200	04	47,333	96,4060	67.48	3,194,031	2008	2008	0	0	0	12.00	88.00	STANDARD	1												
Roof Structure	09	RIDGE FRMS 100																											
Roof Cover	04	BUILT-UP 100																											
Interior Wall	05	DRYWALL 100																											
Interior Floor	10	TERRAZZO 100																											
Ceiling	03	PART.FIN. 100																											
Air Condition	06	ENG CENTRL 100																											
Heating Type	09	ENG F AIR 100																											
Fixtures	49	100																											
Frame	03	MASONRY 100																											
Common Wall	6	100																											
Story Height	20	100																											
RMS	0	100																											
Stories	1.	1. 100																											
Units	0	100																											
Quality 05.05										HX Base Yr																			
DOR CODE 1500 REGIONAL SHOPPING										1 SUPER MKRT - 0% - 0																			
MAP NUM										1																			
NEIGHBORHOOD/LOC 36316.00										1.00/																			
TOTAL GROSS AREA										SUBAREA MARKET VALUE																			
AREA TYPE										POT TOTAL ADJ OF AREA																			
BAS 960 100										960 57,007																			
BAS 45,790 100										45,790 2,719,120																			
CAN 1,830 30										549 32,601																			
STP 56 10										6 356																			
STP 56 10										6 356																			
UST 54 40										22 1,307																			
TOTALS 48,746										47,333 2,810,747																			
EXTRA FEATURES																													
L ORXF DESCRIPTION										BLD CAP L W																			
1 0295 SPKLR SYS										0 0 0 46,430.00 UT 1.75																			
2 0253 LIGHTING										0 0 0 25.00 UT 1,500.00																			
3 0166 CONC,PAVMT										0 0 0 2.25																			
4 0260 PAVEMENT-A										0 0 0 181,711.00 UT 1.60																			
5 0215 HYDRA LEVE										0 0 0 2.00 UT 3,500.00																			
6 0295 SPKLR SYS										0 0 0 21,008.00 UT 1.75																			
7 0164 CONC BIN										0 0 0 420.00 UT 11.00																			
TOTALS										48,746 47,333 2,810,747																			
LAND DESCRIPTION										TOTAL OB/XF																			
L USE DESCRIPTION										TOT % DPTH UNIT D TOT																			
1 1500 SH CTR REG										0 0 0 10.17 AC 1.00 1.00 1.00 100,000.00 1,017,000																			
REVIEW DATE 12/15/2021										BY MBJC Total Acres: 10.17 Total Land Value: 1,017,000 Market: 0 Agricultural: 0																			
Common: 1,017,000										PRINTED 11/30/2022																			

295 NW COMMONS LOOP, LAKE CITY

BLD DATE 04/26/2022

LAND DATE 04/26/2022

AG DATE 04/26/2022

MLD

SALES DATA

OFF RECORD Number	DATE	TYPE	Q	V	RSN	SALE PRICE
1198/0345	7/15/2010	WD	U	I	15	10,557,000

GRANTOR: LAKE CITY COMMONS RET

GRANTEE: INLAND DIVERSIFIED

1198/0341 7/15/2010 QC U I 11 100

GRANTOR: LAKE CITY COMMONS RET

GRANTEE: INLAND DIVERSIFIED

BUILDING NOTES

BUILDING DIMENSIONS

BAS= W51 UBT= N6 W9 S6 E9\$ W42 BAS= N24 W40 S24 E40\$ W148 S32

STP= W8 S7 E8 N7\$ S158 CAN= S6 E7\$S4 E16 S4 E32 N4 E16 N4

E102 N6 W241\$ E241 N151 STP= E8 N7 W8 S7\$ N39\$.

VALUATION SUMMARY

PERMIT NUM	DESCRIPTION	AMT	ISSUED





**PUBLIX SUPER MARKETS, INC.**

**Lake City Commons Shopping Center  
Publix Liquor Store #1192 (2,386 square feet)**

**295 NW Commons Loop  
Lake City, Florida 32055**

**WRITTEN STATEMENT**

This Special Exception Application is a request for a Publix liquor store (Store #1192) (the "Proposed Liquor Store") located in the tenant space adjacent to the existing Publix Supermarket in the Lake City Commons Shopping Center. The address is 255 NW Commons Loop in Lake City, Florida 32055 (the "Shopping Center Property"). The Proposed Liquor Store space consists of 2,386 square feet and the specific address is 295 NW Commons Loop, Lake City, Florida 32055 (the "Liquor Store Property").

The Lake City Commons Shopping Center is located in the Commercial Intensive ("CI") zoning district and is located in the Commercial ("C") Future Land Use category. Pursuant to the City of Lake City Land Development Regulations ("LDRs") Section 4.13.5(2), the Proposed Liquor Store requires Special Exception approval.

Pursuant to LDR Section 11.3, before any special exception may be granted, the Board of Adjustment shall make a specific finding that granting the requested special exception would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or the general welfare. Further, the Board of Adjustment shall make a determination that the specific rules governing the individual special exception, if any, have been met by the petitioner and that the petitioner has satisfied 11 criteria (where applicable). Each criterion is addressed below.

- A. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.**

Response: see site plan.

- B. Offstreet parking and loading areas, where required, with particular attention to the items in (a) above and the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district.**

Response: see site plan.

- C. Refuse and service areas, with particular reference to the items in (A) and (B) above.**

Response: see site plan.

**D. Utilities, with reference to locations, availability, and compatibility.**

Response: see site plan.

**E. Screening and buffering with reference to type, dimensions, and character.**

Response: see site plan.

**F. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.**

Response: see site plan.

**G. Required yards and other open space.**

Response: see site plan.

**H. Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:**

**1. Conformity with the Comprehensive Plan and the effects upon the Comprehensive Plan;**

Response: The Proposed Liquor Store will be located within the existing Lake City Commons Shopping Center adjacent to the existing Publix Supermarket. The proposed liquor store use is in conformance with the Comprehensive Plan. The Commercial Future Land Use category includes the following permitted uses: "areas used for the sale, rental, and distribution of products or performance of services, as well as public, charter and private elementary, middle and high schools." Accordingly, liquor stores are a permitted use in the C Future Land Use category.

**2. The existing land use pattern;**

Response: The Proposed Liquor Store use is compatible with the established land use pattern in the area because it will occupy tenant space in an existing commercial shopping center.

**3. The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets;**

Response: The Proposed Liquor Store will not materially alter the population density pattern or increase or overtax the load on public facilities such as schools, utilities, and streets as it is being proposed to be added to the existing Lake City Commons Shopping Center.

**4. Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood;**

Response: The Proposed Liquor Store will serve the local community that visits the existing Publix Supermarket and Lake City Commons Shopping Center by providing a conveniently located liquor store to serve their needs which will be advantageous to the community and neighborhood.

**5. The impact of the proposed use upon living conditions in the neighborhood;**

Response: The Proposed Liquor Store use will have a positive influence on the living conditions in the neighborhood by providing a conveniently located liquor store to serve the community.

**6. The impact of the proposed use upon traffic congestion or other public safety matters;**

Response: The Proposed Liquor Store use will not create or excessively increase traffic congestion or otherwise affect public safety as it is being added to the existing Lake City Commons Shopping Center. The majority of the customers that will visit the Proposed Liquor Store will also be visiting other stores within the shopping center.

**7. The impact of the proposed use upon drainage;**

Response: The Proposed Liquor Store use will not create a drainage problem as it is being proposed within the existing Lake City Commons Shopping Center.

**8. The impact of the proposed use upon light and air to adjacent area;**

Response: The Proposed Liquor Store use will not adversely impact light and air to adjacent areas as it is being proposed within the existing Lake City Commons Shopping Center.

**9. The impact of the proposed use upon property values in the adjacent area;**

Response: The Proposed Liquor Store use will be a positive addition to the existing Lake City Commons Shopping Center and will not have any adverse impact on the property values in the adjacent area.

**10. The impact of the proposed use upon the improvement or development of adjacent property in accordance with existing regulations; and**

Response: The Proposed Liquor Store will not pose any adverse impact to the improvement or development of adjacent property.

**11. The impact of the proposed use with regard to the scale of needs of the neighborhood or the community.**

Response: The Proposed Liquor Store use will not have any adverse impact to the neighborhood or the community as it will be an additional use within the existing Lake City Commons Shopping Center. The Proposed Liquor Store will be an asset to the community and will add a conveniently located liquor store for residents in the area.



**SHOPPING CENTER**  
**LEGAL DESCRIPTION**

Parcel Identification Number: 36-3S-16-02611-024

COMMENCE at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of  $02^{\circ}28'29''$ ; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South  $64^{\circ}00'20''$  West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South  $63^{\circ}57'33''$  West still along said Northerly Right-of-Way line a distance of 589.92 feet to the POINT OF BEGINNING; thence continue South  $63^{\circ}57'33''$  West still along said Northerly Right-of-Way line a distance of 50.66 feet to the point of curve of a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of  $01^{\circ}23'05''$ ; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 54.39 feet; thence due North a distance of 57.59 feet; thence due East a distance of 27.34 feet; thence due North a distance of 138.00 feet; thence North  $54^{\circ}29'02''$  West a distance of 55.85 feet; thence due West a distance of 170.69 feet; thence South  $00^{\circ}00'20''$  West a distance of 304.57 feet to a point on a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of  $07^{\circ}50'04''$ ; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 307.74 feet; thence North  $10^{\circ}07'01''$  West a distance of 54.27 feet; thence due North a distance of 52.49 feet; thence North  $15^{\circ}26'27''$  East a distance of 37.79 feet; thence North  $38^{\circ}29'34''$  East a distance of 86.71 feet; thence North  $55^{\circ}39'57''$  East a distance of 114.32 feet; thence North  $00^{\circ}30'29''$  West a distance of 82.32 feet; thence South  $87^{\circ}30'00''$  West a distance of 95.93 feet; thence North  $18^{\circ}42'38''$  East a distance of 19.79 feet; thence North  $30^{\circ}58'19''$  East a distance of 85.06 feet; thence North  $31^{\circ}25'48''$  West a distance of 98.14 feet; thence North  $23^{\circ}25'54''$  East a distance of 51.34 feet; thence North  $25^{\circ}22'48''$  East a distance of 72.46 feet; thence North  $21^{\circ}41'58''$  East a distance of 43.92 feet; thence North  $36^{\circ}12'32''$  East a distance of 151.75 feet; thence North  $72^{\circ}09'25''$  West a distance of 97.08 feet; thence North  $34^{\circ}19'09''$  East a distance of 61.62 feet; thence North  $27^{\circ}37'57''$  East a distance of 65.98 feet; thence North  $00^{\circ}52'36''$  West a distance of 26.98 feet; thence North  $88^{\circ}36'44''$  East a distance of 38.93 feet; thence North  $02^{\circ}11'57''$  East a distance of 169.89 feet; thence North  $65^{\circ}44'48''$  East a distance of 287.74 feet; thence South  $53^{\circ}39'33''$  East a distance of 396.24 feet; thence South  $02^{\circ}23'12''$  West a distance of 523.34 feet; thence South  $63^{\circ}58'08''$  West a distance of 219.84 feet; thence South  $02^{\circ}34'13''$  West a distance of 200.58 feet to the POINT OF BEGINNING. Containing 13.61 acres, more or less.

Said Tract of land contains 13.61 acres, more or less, and is more particularly shown on that certain survey entitled "ALTA/ACSM Land Title Survey for Lake City Commons Retail, LLC", prepared by Donald F. Lee and Associate, Inc. bearing the seal and certification of Timothy A. Delbene, P.L.S., Florida Registered Land Surveyor No. 5594, dated June 21, 2007.

This instrument prepared by  
(and after recording return to):  
Kenneth S. Picciano, Esq.  
PUBLIX SUPER MARKETS, INC.  
P. O. Box 0407  
Lakeland, FL 33802-0407

**Recorded Electronically**

Recording Information: Book 1481, Page 1074  
County: Columbia  
Date: 12/19/2022 Time: 9:05 a.m.  
By: K. Picciano  
Inst: 20221 2023 973

**MEMORANDUM OF LEASE  
(LIQUOR STORE)**

FOR RECORDER'S USE ONLY

THIS MEMORANDUM OF LEASE (LIQUOR STORE) (this "Memorandum") is made and entered into as of the 16th day of December, 2022, by and between **KRG LAKE CITY COMMONS, LLC**, a Delaware limited liability company (hereinafter referred to as "Landlord") and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into a certain Liquor Store Lease Agreement (hereinafter referred to as the "Lease") of even date herewith; and

B. Landlord and Tenant desire to enter into this Memorandum to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Landlord. The name and address of Landlord are as follows:

KRG Lake City Commons, LLC  
30 South Meridian Street, Suite 1100  
Indianapolis, Indiana 46204

2. Tenant. The name and address of Tenant are as follows:

Publix Super Markets, Inc.  
Real Estate  
3300 Publix Corporate Parkway  
Lakeland, Florida 33811  
Attention: Vice President of Real Estate Strategy

3. Date of Lease. The Lease is dated as of the 16th day of December, 2022.

4. Commencement Date. The Commencement Date shall be the earlier to occur of: (i) one hundred eighty (180) days after the Possession Date, as such term is defined in the Lease; or (ii) the date Tenant opens for business at the Premises.

5. Term. The Term of the Lease shall consist of the following:

- (a) Initial Term. Five (5) years beginning on the Commencement Date; and
- (b) Renewal Term. Tenant may, at its option, extend the Term beyond the initial five (5) year period for a certain number of successive five (5) year options as set forth in the Lease.

6. Premises. The Premises consists of that certain space number 101 as outlined on the Location Plan attached hereto and by reference incorporated herein as Exhibit A and having a physical address of 295 Northwest Commons Loop, Suite 101, Lake City, Florida 32055.

7. Shopping Center. The Shopping Center consists of that certain real property as described in Exhibit B attached hereto and by this reference incorporated herein, together with those buildings and Common Area improvements constructed from time to time, as such buildings and Common Area improvements are depicted on the Location Plan. The Shopping Center shall at all times during the Term be known as Lake City Commons.

8. Exclusive Uses. Section 7 of the Lease establishes certain exclusive use rights and prohibited uses with respect to the Shopping Center, which Section 7 is hereinafter reprinted.

*Exclusive Use. Landlord covenants and agrees that, for as long as this Lease is in effect Tenant shall have the exclusive right to operate a liquor store and sell, store, use, or give away beer, wine, or liquor for off-premises consumption within the Shopping Center, including any Outparcels and adjacent tracts now owned (or later acquired) by Landlord, and that Landlord shall not permit any portion of the Shopping Center or such Outparcels now owned (or later acquired) by Landlord to be used for such use. This exclusive shall not apply to (a) Publix Super Markets, Inc., its affiliates or subsidiaries, or (b) Existing Tenants to the extent the permitted uses under Existing Leases, as set forth on Exhibit B, conflict with the terms and provisions of this Section 7, provided, however, that Landlord agrees that it will not (i) agree to any modification or amendment to any Existing Lease that would allow a use previously not permitted under such Existing Lease that is in violation of this Section 7, or (ii) agree to or grant any extension of the term of any Existing Lease without modifying or amending such Existing Lease to restrict the use of the premises in accordance with Tenant's exclusive use rights set forth in this Lease, excepting only permitted uses actually operating from the premises immediately prior to such extension; nor shall this exclusive prevent any restaurant tenant offering on-premises consumption of cocktails, beer or wine (purchased in conjunction with a meal) from allowing its customer to (i) take such unconsumed cocktails, beer or wine off-premises via cork service and/or (ii) purchase cocktails, beer or wine for carry-out in conjunction with the purchase of a carry-out meal. Except as set forth in the last sentence of Section 6, nothing in the foregoing shall be deemed or interpreted to waive, release, amend, or otherwise modify the terms and conditions of the Store Lease.*

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**LANDLORD:**  
**KRG LAKE CITY COMMONS, LLC, a**  
**Delaware limited liability company**

Holliday Watson  
(Print Name) Holliday Watson  
Robert G. Soloway  
(Print Name) Robert G. Soloway  
Two Witnesses

STATE OF Indiana  
COUNTY OF Marion

By: [Signature]  
Name: Gregg Poetz  
As its: SVP, Leasing

The foregoing instrument was signed, delivered and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12<sup>th</sup> day of December, 2022, by Gregg Poetz, as SVP, Leasing, of KRG LAKE CITY COMMONS, LLC, a Delaware limited liability company, on behalf of the company. Such person ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification (check appropriate box).

(NOTARY SEAL)



Sarah S. Wright  
(Print Name) Sarah S. Wright  
Ron Forcier  
(Print Name) Ron Forcier  
Two Witnesses

STATE OF FLORIDA  
COUNTY OF POLK

Darlene Rowland  
Printed/typed name: Darlene Rowland  
Notary Public-State of: Indiana  
My commission expires: 11/11/2028  
Commission number: NP0639770

**TENANT:**  
**PUBLIX SUPER MARKETS, INC., a**  
**Florida corporation**

By: [Signature]  
Dwight Chappell  
Director of Real Estate Strategy

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12<sup>th</sup> day of December, 2022, by Dwight Chappell, Director of Real Estate Strategy of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. Such person ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



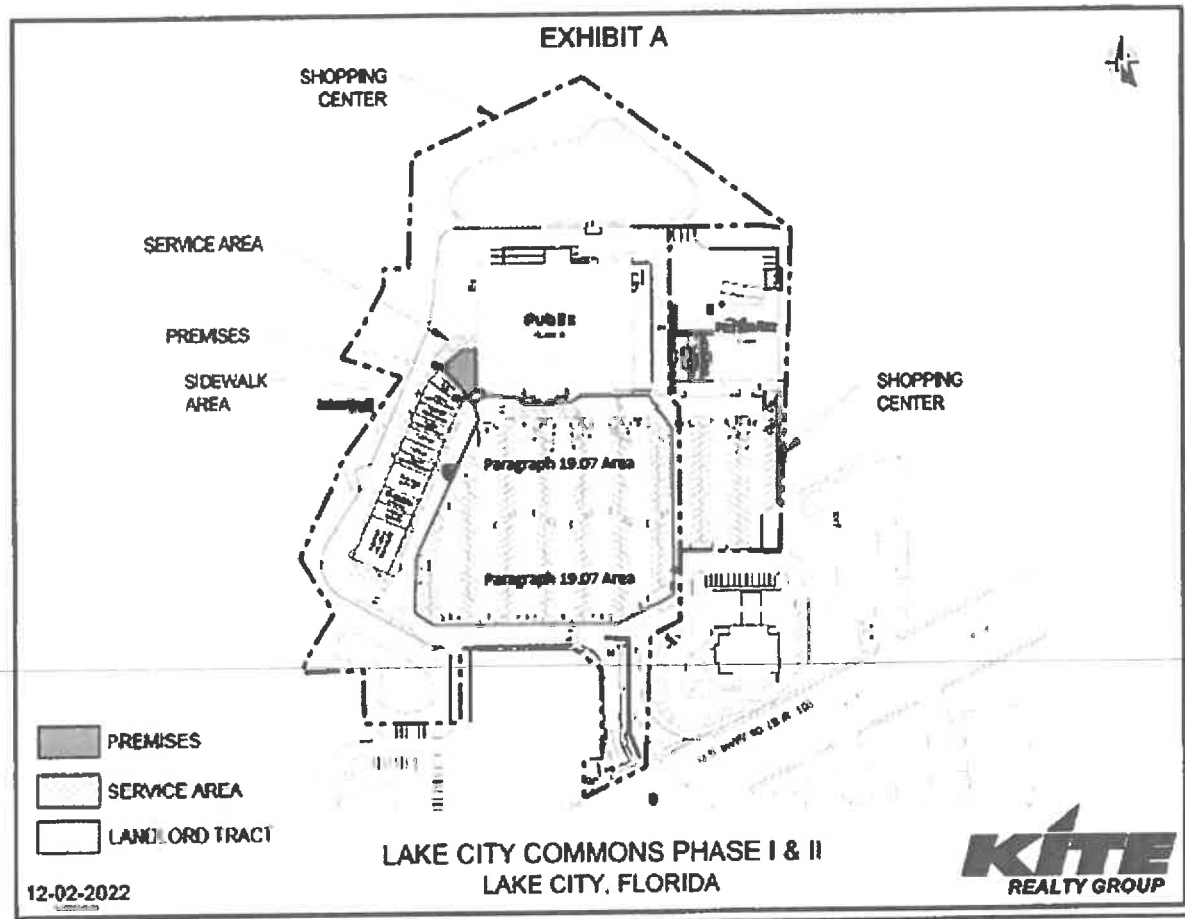
MARIELLE LAWRENCE  
Commission # HH 238272  
Expires March 9, 2026

Marielle Lawrence  
Printed/typed name: \_\_\_\_\_  
Notary Public-State of Florida  
My commission expires: \_\_\_\_\_  
Commission number: \_\_\_\_\_





**EXHIBIT A**  
**LOCATION PLAN**



**[END OF EXHIBIT A]**

## EXHIBIT B

### SHOPPING CENTER LEGAL DESCRIPTION

COMMENCE at the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast ¼ of the Southeast ¼ of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of 02°28'29"; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South 64°00'20" West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South 63°57'33" West still along said Northerly Right-of-Way line a distance of 589.92 feet to the POINT OF BEGINNING; thence continue South 63°57'33" West still along said Northerly Right-of-Way line a distance of 50.66 feet to the point of curve of a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of 01°23'05"; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 54.39 feet; thence due North a distance of 57.59 feet; thence due East a distance of 27.34 feet; thence due North a distance of 138.00 feet; thence North 54°29'02" West a distance of 55.85 feet; thence due West a distance of 170.69 feet; thence South 00°00'20" West a distance of 304.57 feet to a point on a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of 07°50'04"; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 307.74 feet; thence North 10°07'01" West a distance of 54.27 feet; thence due North a distance of 52.49 feet; thence North 15°26'27" East a distance of 37.79 feet; thence North 38°29'34" East a distance of 86.71 feet; thence North 55°39'57" East a distance of 114.32 feet; thence North 00°30'29" West a distance of 82.32 feet; thence South 87°30'00" West a distance of 95.93 feet; thence North 18°42'38" East a distance of 19.79 feet; thence North 30°58'19" East a distance of 85.06 feet; thence North 31°25'48" West a distance of 98.14 feet; thence North 23°25'54" East a distance of 51.34 feet; thence North 25°22'48" East a distance of 72.46 feet; thence North 21°41'58" East a distance of 43.92 feet; thence North 36°12'32" East a distance of 151.75 feet; thence North 72°09'25" West a distance of 97.08 feet; thence North 34°19'09" East a distance of 61.62 feet; thence North 27°37'57" East a distance of 65.98 feet; thence North 00°52'36" West a distance of 26.98 feet; thence North 88°36'44" East a distance of 38.93 feet; thence North 02°11'57" East a distance of 169.89 feet; thence North 65°44'48" East a distance of 287.74 feet; thence South 53°39'33" East a distance of 396.24 feet; thence South 02°23'24" West a distance of 523.34 feet; thence South 63°58'08" West a distance of 219.84 feet; thence South 02°34'13" West a distance of 200.58 feet to the POINT OF BEGINNING. Containing 13.61 acres, more or less.

Said tract of land contains 13.61 acres, more or less, and is more particularly shown on that certain survey entitled "ALTA/ACSM Land Title Survey for Lake City Commons Retail, LLC", prepared by Donald F. Lee and Associates, Inc., bearing the seal and certification of Timothy A. Delbene, P.L.S., Florida Registered Land Surveyor No. 5594, dated June 21, 2007.

LESS AND EXCEPT FROM THE ABOVE-DESCRIBED PROPERTY THE FOLLOWING:

COMMENCE at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast 1/4 of the Southeast 1/4 of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of 02°28'29"; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet, thence South 64°00'20" West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South 63°57'33" West still along said Northerly Right-of-Way line a distance of 640.58 feet to the point of curve of a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of 12°54'30"; thence Southwesterly along the arc of said curve, being still said Northerly Right-of-Way line, a distance of 258.23 feet to the POINT OF BEGINNING; thence continue Southwesterly along the arc of said curve, being still said Northerly Right-of-Way line, a distance of 248.82 feet; thence North 16°38'20" West a distance of 152.78 feet; thence North 38°29'34" East a distance of 65.39 feet; thence North 55°39'57" East a distance of 114.32 feet; thence South 89°59'40" East a distance of 147.36 feet; thence South 00°00'20" West a distance of 192.23 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING:

Outparcel 2 Legal Description

COMMENCE at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast 1/4 of the Southeast 1/4 of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of 02°28'29"; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South 64°00'20" West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South 63°57'33" West still along said Northerly Right-of-Way line a distance of 640.58 feet to the point of curve of a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of 06°34'26"; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 54.39 feet to the POINT OF BEGINNING, thence continue Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 203.84 feet, thence North 00°00'20" East a distance of 304.57 feet, thence due East a distance of 170.69 feet, thence South 54°29'02" East a distance of 55.85 feet, thence due South a distance of 138.00 feet, thence due West a distance of 27.34 feet; thence due South a distance of 57.59 feet to the POINT OF BEGINNING. Containing 1.25 acres (54,520 square feet), more or less.

Said tract of land contains 1.25 acres, more or less, and is more particularly shown on that certain survey entitled "ALTA/ACSM Land Title Survey for Lake City Commons Retail, LLC", prepared by Donald F. Lee and Associates, Inc., bearing the seal and certification of Timothy A. Delbene, P.L.S., Florida Registered Land Surveyor No. 5594, dated June 21, 2007.

**AND LESS AND EXCEPT THE FOLLOWING:**

**Outparcel 3 Legal Description**

COMMENCE at the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast ¼ of the Southeast ¼ of Section 36 a distance of 21 10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of 02°28'29"; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South 64°00'20" West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South 63°57'33" West still along said Northerly Right-of-Way line a distance of 369.34 feet to the POINT OF BEGINNING; thence continue South 63°57'33" West still along said Northerly Right-of-Way line a distance of 129 52 feet to a point on a curve concave to the Northeast having a radius of 90 00 feet and a central angle of 90°16'58"; thence Northwesterly along the arc of said curve a distance of 141.82 feet to the point of tangency of said curve; thence North a distance of 40 02 feet to the point of curve of a curve concave to the Southeast having a radius of 50.00 feet and a central angle of 28°35'19"; thence Northeasterly along the arc of said curve a distance of 24.95 feet to the point of compound curve of a curve concave to the South having a radius of 10 00 feet and a central angle of 62°32'05"; thence Easterly along the arc of said curve a distance of 10.91 feet; thence North 63°58'08" East a distance of 52 98 feet; thence North a distance of 106 42 feet; thence East a distance of 153 82 feet; thence South 02°23'24" West a distance of 232 17 feet to the POINT OF BEGINNING  
Containing 1 11 acres, more or less.

**[END OF EXHIBIT B]**



9861078 -  
DIS 23,599 -

Return to:  
**Chicago Title Insurance Co.**  
**495 State Road 436**  
**Casselberry, Florida 32707**

**SPECIAL WARRANTY DEED**

This instrument prepared by and  
after recording return to:

153103948 of

Spielman & Hicks, LLC  
6400 Powers Ferry Road, Suite 300  
Atlanta, Georgia 30339  
Attention: W. Daniel Hicks, Jr., Esq.

Inst:201012011562 Date:7/21/2010 Time:1:30 PM  
Doc Stamp-Deed:73899.00  
DC,P.DeWitt Case, Columbia County Page 1 of 9 B:1198 P:345

Total Consideration Paid: \$10,556,966.00  
Documentary Stamp Tax Paid: \$73,899.00

(For Recorder's Use Only)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this "Deed"), dated as of the 15 day of July, 2010, is given by LAKE CITY COMMONS RETAIL, LLC, a Georgia limited liability company, with an address at 300 Galleria Parkway, 12<sup>th</sup> Floor, Atlanta, Georgia, 30339 ("Grantor"), to and for the benefit of INLAND DIVERSIFIED LAKE CITY COMMONS, L.L.C., a Delaware limited liability company, with an address at 2901 Butterfield Road, Oak Brook, IL 60523 ("Grantee").

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate, lying and being in Columbia County, Florida, more particularly described on the attached Exhibit "A" (the "Property"). The Property Appraiser's Parcel Identification (Folio) Number for the Property is 36-3S-16-02611-024.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO the matters set forth on the attached Exhibit "B".


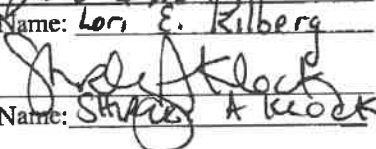
AND Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, but not otherwise and subject in all respects to the matters set forth in Exhibit "B" attached hereto.

Grantor has executed this Deed as of the date indicated above.

LAKE CITY COMMONS RETAIL, LLC,  
a Georgia limited liability company

By: South Harbor Capital, LLC, its  
Managing Member

By:   
Name: William P. Sullivan  
Title: Sole Member

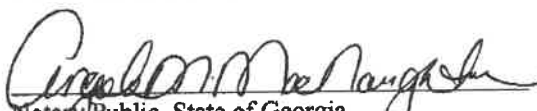
Sign:   
Print Name: Lori E. Kilberg  
Sign:   
Print Name: Shirley A. Klock

STATE OF GEORGIA )

SS:

COUNTY OF FULTON )

The foregoing instrument was acknowledged before me this 15 day of July, 2010, by William P. Sullivan, as Sole Member of South Harbor Capital, LLC, a [Georgia] limited liability company, the Managing Member of LAKE CITY COMMONS RETAIL, LLC, a Georgia limited liability company. He/She is personally known to me or has produced a drivers' license as identification.

  
Notary Public, State of Georgia  
Print Name: Angela M. MacNaughton  
My Commission Expires:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL A (O.R.B. 1124, PG. 451)**

COMMENCE at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of  $02^{\circ}28'29''$ ; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South  $64^{\circ}00'20''$  West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South  $63^{\circ}57'33''$  West still along said Northerly Right-of-Way line a distance of 589.92 feet to the POINT OF BEGINNING; thence continue South  $63^{\circ}57'33''$  West still along said Northerly Right-of-Way line a distance of 50.66 feet to the point of curve of a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of  $01^{\circ}23'05''$ ; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 54.39 feet; thence due North a distance of 57.59 feet; thence due East a distance of 27.34 feet; thence due North a distance of 138.00 feet; thence North  $54^{\circ}29'02''$  West a distance of 55.85 feet; thence due West a distance of 170.69 feet; thence South  $00^{\circ}00'20''$  West a distance of 304.57 feet to a point on a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of  $07^{\circ}50'04''$ ; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line, a distance of 307.74 feet; thence North  $10^{\circ}07'01''$  West a distance of 54.27 feet; thence due North a distance of 52.49 feet; thence North  $15^{\circ}26'27''$  East a distance of 37.79 feet; thence North  $38^{\circ}29'34''$  East a distance of 86.71 feet; thence North  $55^{\circ}39'57''$  East a distance of 114.32 feet; thence North  $00^{\circ}30'29''$  West a distance of 82.32 feet; thence South  $87^{\circ}30'00''$  West a distance of 95.93 feet; thence North  $18^{\circ}42'38''$  East a distance of 19.79 feet; thence North  $30^{\circ}58'19''$  East a distance of 85.06 feet; thence North  $31^{\circ}25'48''$  West a distance of 98.14 feet; thence North  $23^{\circ}25'54''$  East a distance of 51.34 feet; thence North  $25^{\circ}22'48''$  East a distance of 72.46 feet; thence North  $21^{\circ}41'58''$  East a distance of 43.92 feet; thence North  $36^{\circ}12'32''$  East a distance of 151.75 feet; thence North  $72^{\circ}09'25''$  West a distance of 97.08 feet; thence North  $34^{\circ}19'09''$  East a distance of 61.62 feet; thence North  $27^{\circ}37'57''$  East a distance of 65.98 feet; thence North  $00^{\circ}52'36''$  West a distance of 26.98 feet; thence North  $88^{\circ}36'44''$  East a distance of 38.93 feet; thence North  $02^{\circ}11'57''$  East a distance of 169.89 feet; thence North  $65^{\circ}44'48''$  East a distance of 287.74 feet; thence South  $53^{\circ}39'33''$  East a distance of 396.24 feet; thence South  $02^{\circ}23'24''$  West a distance of 523.34 feet; thence South  $63^{\circ}58'08''$  West a distance of 219.84 feet; thence South  $02^{\circ}34'13''$  West a distance of 200.58 feet to the POINT OF BEGINNING.

**AND ALSO**

**PARCEL B (O.R.B. 1139, PG. 1342)**

COMMENCE at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of  $02^{\circ}28'29''$ ; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South  $64^{\circ}00'20''$  West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South  $63^{\circ}57'33''$  West still along said Northerly Right-of-Way line a distance of 369.34 feet to the POINT OF BEGINNING; thence continue South  $63^{\circ}57'33''$  West still along said Northerly Right-of-Way line a distance of 220.57 feet; thence North  $02^{\circ}34'13''$  East a distance of 200.58 feet; thence North  $63^{\circ}58'08''$

East a distance of 219.84 feet; thence South 02°23'24" West a distance of 200.20 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT**

**PARCEL C (O.R.B. 1156, PG. 489)**

COMMENCE at the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast ¼ of the Southeast ¼ of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of 02°28'29"; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South 64°00'20" West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South 63°57'33" West still along said Northerly Right-of-Way line a distance of 369.34 feet to the POINT OF BEGINNING; thence continue South 63°57'33" West still along said Northerly Right-of-Way line a distance of 129.52 feet to a point on a curve concave to the Northeast having a radius of 90.00 feet and a central angle of 90°16'58"; thence Northwesterly along the arc of said curve a distance of 141.82 feet to the point of tangency of said curve; thence North a distance of 40.02 feet to the point of curve of a curve concave to the Southeast having a radius of 50.00 feet and a central angle of 28°35'19"; thence Northeasterly along the arc of said curve a distance of 24.95 feet to the point of compound curve of a curve concave to the South having a radius of 10.00 feet and a central angle of 62°32'05"; thence Easterly along the arc of said curve a distance of 10.91 feet; thence North 63°58'08" East a distance of 52.98 feet; thence North a distance of 106.42 feet; thence East a distance of 153.82 feet; thence South 02°23'24" West a distance of 232.17 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT**

**PARCEL D (O.R.B. 1141, PG. 959)**

COMMENCE at the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast ¼ of the Southeast ¼ of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of 02°28'29"; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South 64°00'20" West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South 63°57'33" West still along said Northerly Right-of-Way line a distance of 640.58 feet to the point of curve of a curve concave to the Northwest having a radius of 2250.58 feet and a central angle of 12°54'30"; thence Southwesterly along the arc of said curve, being still said Northerly Right-of-Way line, a distance of 258.23 feet to the POINT OF BEGINNING; thence continue Southwesterly along the arc of said curve, being still said Northerly Right-of-Way line, a distance of 248.82 feet; thence North 16°38'20" West a distance of 152.78 feet; thence North 38°29'34" East a distance of 65.39 feet; thence North 55°39'57" East a distance of 114.32 feet; thence South 89°59'40" East a distance of 147.36 feet; thence South 00°00'20" West a distance of 192.23 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT**

**PARCEL E**

COMMENCE at the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run Southerly along the East line of said Southeast

¼ of the Southeast ¼ of Section 36 a distance of 21.10 feet to a point on the Northerly Right-of-Way line of U.S. Highway 90, said point being a point on a curve concave to the Northwest having a radius of 4533.66 feet and a central angle of 02°28'29"; thence Southwesterly along the arc of said curve, being also the Northerly Right-of-Way line of U.S. Highway 90, a distance of 195.82 feet; thence South 64°00'20" West along said Northerly Right-of-Way line a distance of 508.63 feet; thence South 63°57'33" West still along said Northerly Right-of-Way line a distance of 369.34 feet; thence North 02°23'24" East a distance of 232.17 feet to the POINT OF BEGINNING; thence due West a distance of 153.82 feet; thence due North a distance of 220.64 feet; thence North 40°54'42" West a distance of 19.80 feet; thence North 00°35'48" East a distance of 261.29 feet; thence due East a distance of 139.16 feet; thence South 82°33'01" East a distance of 45.78 feet; thence South 02°23'24" West a distance of 491.37 feet to the POINT OF BEGINNING.

Containing 10.17 acres, more or less.

**SUBJECT TO:**

**PARCEL II:**

Together with those appurtenant easements created in (i) that certain Restrictive Covenants and Easement Agreement recorded July 5, 2007, in Official Records Book 1124, Page 476, as Amended and Restated in Official Records Book 1141, page 929, re-recorded in Official Records Book 1142, page 2253, as affected by Subordination Agreement recorded in Official Records Book 1193, Page 1306, (ii) that certain Construction Easement Agreement recorded July 5, 2007, in Official Records Book 1124, Page 495, and (iii) that certain Declaration of Supplemental Restrictive Covenants and Easements recorded in Official Records Book ~~1193~~ 1198, Page ~~306~~ 302, Public Records of Columbia County, Florida.

**PARCEL III:**

Together with those appurtenant easements created in that certain Slope and Construction Easement Agreement recorded July 5, 2007, in Official Records Book 1124, Page 502, Public Records of Columbia County, Florida.

**EXHIBIT "B"**

Permitted Title Exceptions

1. Taxes and assessments for the year 2010 and subsequent years, which are not yet due and payable.
2. Terms, covenants, conditions and other matters contained in those unrecorded leases as set forth on the rent roll attached hereto as Exhibit "B-1" and having no right of first refusal or option to purchase and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
3. Easement recorded in Official Records Book 18, page 377 of the Public Records of Columbia County, Florida.
4. Restrictions recorded in Official Records Book 246, page 28 of the Public Records of Columbia County, Florida, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Easement for Underground Water Utility Line recorded in Official Records Book 976, page 2212, Public Records of Columbia County, Florida. (As to Parcel II)
6. Terms and conditions contained in Ordinance No. 2007-1106 recorded in Official Records Book 1116, page 2031, Public Records of Columbia County, Florida. —
7. Terms, conditions and easements set forth in Restrictive Covenants and Easement Agreement recorded in Official Records Book 1124, Page 476, as Amended and Restated recorded in Official Records Book 1141, page 929 and re-recorded in Official Records Book 1142, page 2253 and as affected by the Subordination Agreement recorded in Official Records Book 1193, page 1306, Public Records of Columbia County, Florida.
8. Terms, conditions and easements set forth in Construction Easement Agreement recorded in Official Records Book 1124, Page 495, Public Records of Columbia County, Florida.
9. Terms, conditions and easements set forth in Slope and Construction Easement Agreement recorded in Official Records Book 1124, Page 502, Public Records of Columbia County, Florida.
10. Terms, conditions, provisions and restrictions, including a right of first refusal, set forth in that certain Lease dated June 12, 2007 between Lake City Commons Retail, LLC (Lessor) and Publix Super Markets, Inc. (Lessee) as evidenced by the Memorandum of Lease recorded in Official Records Book 1122, page 2668, together with First Amendment thereto recorded in Official Records Book 1142, page 393, Public Records of Columbia County, Florida. Note: The right of first refusal has been waived as to this transaction with the Purchaser.
11. Bellsouth Telecommunications, Inc. d/b/a AT&T Florida recorded in Official Records Book 1142, page 318, Public Records of Columbia County, Florida.



12. Lease between Lake City Commons Retail, LLC (Lessor) and SSAPB Enterprises, Inc. (Lessee) as evidenced by the Collateral Assignment of Lease recorded May 20, 2008 in Official Records Book 1150, page 2185, Public Records of Columbia County, Florida.
13. Notice of No Liability under Section 713.10 of the Florida Statutes recorded in Official Records Book 1152, page 1935, Public Records of Columbia County, Florida.
14. Perpetual Easement in favor of the State of Florida Department of Transportation recorded in Official Records Book 1156, page 465, Public Records of Columbia County, Florida.
15. Terms, conditions, reservations and easement(s) contained in that Special Warranty Deed recorded in Official Records Book 1156, page 489, Public Records of Columbia County, Florida.
16. Restrictive Covenants (Use Restrictions) contained in instrument recorded in Official Records Book 1139, page 1342, Public Records of Columbia County, Florida.
17. Any rights, interests or claims arising from the following matters shown on survey prepared by Donald F. Lee and Associates, Inc., dated May 11, 2010, last revised July 13, 2010 under File No. B-27-8:
  - a) Encroachment of pedestrian signal button, traffic signal controls, traffic control box with concrete slab and bench are depicted over and across the south property line.
  - b) Electric transformers, electric boxes, wiring pull boxes and pump stations are depicted throughout the property without the benefit of an apparent easement or agreement of record.
  - c) Possible encroachment of a retention pond over and across the southwesterly portion of the property.
18. Remedial Action Plan Former Conoco Service Station No. 09021 Lake City, Florida dated March 28, 2007 prepared by URS Corporation.
20. Real Property License Agreement for Property Access dated 2007 between ConocoPhillips Company and Lake City Commons Retail, LLC.
21. Amendment to Real Property License Agreement for Property Access dated September 5, 2007 between ConocoPhillips Company and Lake City Commons Retail, LLC.
22. Remediation And Indemnification Agreement by and among Sunoco, Inc. R&M, Conoco Phillips Company and Lake City Commons Retail, LLC dated September 14, 2007.
23. Terms, conditions and easements set forth in that certain Declaration of Supplemental Restrictive Covenants and Easements dated July 15, 2010.

**EXHIBIT "B-1"**  
**RENT ROLL**

- 1) **Prosperity Bank.** Lease dated on or about May 15, 2008 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and Prosperity Bank, as "Tenant", for leased premises known as 295 NW Commons Loop, Suite 101 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Prosperity Bank Security Deposit None.**
- 2) **SunCellular.** Lease dated February 26, 2008, as amended by the First Amendment to Shopping Center Lease dated March 5, 2008 (collectively the "Lease"), between Lake City Commons Retail, LLC, as "Landlord", and Wil Miller D/B/A SunCellular, as "Tenant", for leased premises known as 295 NW Commons Loop, Suite 103 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Wil Miller Security Deposit \$4,400.00**
- 3) **Eyeglass Express.** Lease dated February 23, 2008 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and Lake City Optical Co., as "Tenant", guaranteed by Tom Flater ("Guarantor"), for leased premises known as 295 NW Commons Loop, Suite 105 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit None.**
- 4) **Cuts By Us.** Lease dated February 20, 2008 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and Cuts By Us, Inc. as "Tenant," guaranteed by Jeffrey Kleinman ("Guarantor") for leased premises known as 295 NW Commons Loop, Suite 107 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit None.**
- 5) **Fan Lung Ou d/b/a Yum's Chinese Restaurant.** Lease dated June 14, 2008 ("Lease"), as amended and assigned between Lake City Commons Retail, LLC, as "Landlord", and, Fan Lung Ou d/b/a Yum's Chinese Restaurant, as "Tenant" for leased premises known as 295 NW Commons Loop, Suite 109 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit \$4,000.00**
- 6) **T.J.'s Liquors.** Lease dated as of June 2, 2008 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and Nit Nil, Inc. d/b/a T.J.'s Liquors, as "Tenant", guaranteed by Julinkumar Patel and Falguni Patel ("Guarantors") for leased premises known as 295 NW Commons Loop, Suite 111 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit \$3,000.00**
- 7) **UPS.** Lease dated April 24, 2008 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and George Morse d/b/a The UPS Store, as "Tenant", for leased premises known as 295 NW Commons Loop, Suite 115 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit \$2,894.00**
- 8) **Rose Nails.** Lease dated August 31, 2007 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and originally Rose Nails & E.W. Productions, Inc. ("Rose") as tenant and Thom Pham, as Guarantor,, for leased premises known as 295 NW Commons Loop, Suite 117 (the "Premises") in Lake City Commons Shopping Center (the "Property"). The Lease was subsequently assigned from Rose to Prong Tran ("Tenant") pursuant to that certain Assignment and Assumption of Lease Agreement dated October 23, 2009 by and between Rose and Tenant (the "Assignment"). **Security Deposit \$2,500.00**
- 9) **McAlister's Deli.** Lease dated May 28, 2008 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and Horned Frog Deli, Inc. d/b/a McAlister's Deli, as "Tenant", guaranteed by Bruce Swisshelm ("Guarantor"), for leased premises known as 313 NW Commons Loop, Suite 119 (the

"Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit \$8,855.80**

10) **Wasabi.** Lease dated July 10, 2008, as amended ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and DE-QING CHEN AND TIAN XING ZHENG d/b/a Wasabi, as "Tenant", for leased premises known as 313 NW Commons Loop, Suite 121 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit \$3,500.00**

11) **Kazbor's Grill.** Lease dated May 15, 2008 ("Lease"), between Lake City Commons Retail, LLC, as "Landlord", and SSAPB Enterprises, Inc. d/b/a Kazbor's Grill, as "Tenant", guaranteed by Steven S. Baker and Amy T. Baker ("Guarantor") for leased premises known as 313 NW Commons Loop, Suite 127 (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit \$14,335.33.**

12) **Publix.** Lease Agreement between Lake City Commons Retail, LLC, as "Landlord", and Publix Super Markets, Inc., a Florida corporation, as "Tenant", dated June 12 2007, as amended by that certain First Amendment to Lease dated January 23, 2008 and that certain Second Amendment to Lease dated March 13, 2009 (collectively the "Publix Lease"), for leased premises known as 255 NW Commons Loop (the "Premises") in Lake City Commons Shopping Center (the "Property"). **Security Deposit None.**



GROWTH MANAGEMENT DEPARTMENT  
205 North Marion Ave, Lake City, FL 32055  
Phone: 386-719-5750  
E-mail: growthmanagement@lcfla.com

### AGENT AUTHORIZATION FORM

I, KRG LAKE CITY COMMONS, LLC\* (owner name), owner of property parcel  
formerly known as INLAND DIVERSIFIED LAKE CITY COMMONS, L.L.C.  
number 36-3S-16-02611-024 (parcel number), do certify that  
the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or,  
is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the  
said person(s) is/are authorized to sign, speak and represent me as the owner in all matters  
relating to this parcel.

Printed Name of Person Authorized	Signature of Authorized Person
1. Publix Super Markets, Inc.	1.
Stearns Weaver Miller Weissler	2. <i>David M. Fink</i>
2. Alhadeff & Sitterson, P.A.	3. <i>Nicole A. Nuegelbauer</i>
3.	4.
4.	5.
5.	

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form, which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.

KRG LAKE CITY COMMONS, LLC\*

*[Signature]*  
Owner Signature (Notarized)

Date

1.19.23

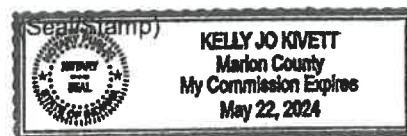
\*formerly known as INLAND DIVERSIFIED LAKE CITY COMMONS, L.L.C.

NOTARY INFORMATION:

STATE OF: INDIANA COUNTY OF: MARION

The above person, whose name is Mark Jenkins,  
personally appeared before me and is known by me or has produced identification  
(type of I.D.) \_\_\_\_\_ on this 19th day of January, 20 23.

*[Signature]*  
NOTARY'S SIGNATURE





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## Detail by Entity Name

Foreign Limited Liability Company  
KRG LAKE CITY COMMONS, LLC

### Filing Information

<b>Document Number</b>	M10000002784
<b>FEI/EIN Number</b>	27-2883400
<b>Date Filed</b>	06/22/2010
<b>State</b>	DE
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC STMNT OF RA/RO CHG
<b>Event Date Filed</b>	08/26/2014
<b>Event Effective Date</b>	NONE

### Principal Address

2021 Spring Road, Suite 200  
Oak Brook, IL 60523

Changed: 04/29/2022

**Mailing Address**

2021 Spring Road, Suite 200  
Oak Brook, IL 60523

Changed: 04/29/2022

**Registered Agent Name & Address**

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 12/14/2021

Address Changed: 12/14/2021

**Authorized Person(s) Detail**

**Name & Address**

Title Member

Kite Realty Group, L.P.  
2021 Spring Road, Suite 200  
Oak Brook, IL 60523

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	01/21/2020



2021                      04/19/2021  
2022                      04/29/2022

**Document Images**

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<a href="#">04/15/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/22/2010 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>



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## Detail by Entity Name

Foreign Limited Partnership

KITE REALTY GROUP, L.P.

### Filing Information

**Document Number** B04000000350

**FEI/EIN Number** 20-1453863

**Date Filed** 08/12/2004

**State** DE

**Status** ACTIVE

### Principal Address

2021 Spring Road, Suite 200,

Oak Brook,, IL 60523

Changed: 04/29/2022

### Mailing Address

2021 Spring Road, Suite 200,

Oak Brook,, IL 60523

Changed: 04/29/2022

### Registered Agent Name & Address

C T CORPORATION SYSTEM

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

Name Changed: 12/14/2021

Address Changed: 12/14/2021

### General Partner Detail

#### **Name & Address**

Document Number D04000000043

KITE REALTY GROUP TRUST

2021 Spring Road, Suite 200,

Oak Brook,, IL 60523

### Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	04/21/2021
2022	04/29/2022

#### **Document Images**

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<a href="#">12/14/2021 – Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/16/2006 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2005 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/12/2004 – Foreign LP</a>	<a href="#">View image in PDF format</a>



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## Detail by Entity Name

Declaration of Trust

KITE REALTY GROUP TRUST

### Filing Information

<b>Document Number</b>	D04000000043
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	08/12/2004
<b>State</b>	MD
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	08/27/2018
<b>Event Effective Date</b>	NONE

### Principal Address

30 SOUTH MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204

### Mailing Address

30 SOUTH MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 12/14/2021

Address Changed: 12/14/2021

### Officer/Director Detail

#### **Name & Address**

Title CEO

KITE, JOHN A  
30 SOUTH MERIDIAN STREET  
1100  
INDIANAPOLIS, IN 46204

**Title COO**

MCGOWAN, THOMAS K  
30 SOUTH MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204

**Title EVP**

MURRAY, SCOTT E  
30 SOUTH MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204

**Title SVP**

JENKINS, MARK S  
30 SOUTH MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204

**Title SVP - CONSTRUCTION**

LALLY, RICK S  
30 SOUTH MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204

**Title DIRECTOR - CONSTRUCTION**

BURKE, RANDY  
30 SOUTH MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

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[02/24/2016 – Amendment](#) [View image in PDF format](#)

[05/16/2005 – Reg. Agent Change](#) [View image in PDF format](#)

[08/12/2004 – Declaration of Trust](#) [View image in PDF format](#)

**ML100000002784**

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

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(Document Number)

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08/26/14--01025--001 \*\*1280.00

FILED  
14 AUG 26 PM 3:59  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

AUG 26 2014  
T. HAMPTON



## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Inland Diversified Lake City Commons, L.L.C.  
Name of Foreign Limited Liability Company

Dear Sir or Madam:

The enclosed application, certificate and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Darlene Rowland

Name of Person

Kite Realty Group

Firm/Company

30 South Meridian St., Suite 1100

Address

Indpls, IN 46204

City/State and Zip Code

drowland@kiterealty.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Darlene Rowland

Name of Person

at (317) 713-2753

Area Code & Daytime Telephone Number

### STREET/COURIER ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

### MAILING ADDRESS:

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☐ \$30 Filing Fee &  
Certificate of Status

☒ \$55 Filing Fee &  
Certified Copy

☐ \$60 Filing Fee,  
Certificate of Status &  
Certified Copy

30 S. MERIDIAN STREET  
SUITE 1100  
INDIANAPOLIS, IN 46204  
317-577-5600 FAX 317-577-5605  
www.kiterealty.com

August 25, 2014



Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**Re: Amendments to Certificate of Authority to Transact Business in Florida and  
Change of Registered Office and Agent**

To Whom It May Concern:

Please file all of the enclosed Amendments to Certificate of Authority to Transact Business in Florida **FIRST**, file Change of Registered Office or Registered Agent **SECOND**. Please return all certified copies to my attention in the enclosed UPS envelope.

Thank you for your prompt assistance regarding this request. Should you have any questions, please feel free to contact me at 317-713-2753 or at [drowland@kiterealty.com](mailto:drowland@kiterealty.com)

Sincerely,

**KITE REALTY GROUP**

A handwritten signature in dark ink, appearing to read "Darlene Rowland", written over the printed name.

Darlene Rowland  
Real Estate Paralegal

dr:/enclosures

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE  
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT  
BUSINESS IN FLORIDA**

**SECTION I (1-3 must be completed)**

1. Name of limited liability Company as it appears on the records of the Florida Department of State: Inland Diversified Lake City Commons, L.L.C.
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: 06/22/2010

**SECTION II (4-7 complete only the applicable changes)**

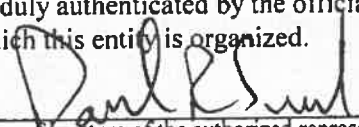
4. New name of the limited liability company: KRG Lake City Commons, LLC  
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

5. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:  
\_\_\_\_\_
6. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change: Kite Realty Group, L.P., a Delaware limited partnership

30 S. Meridian Street, Suite 1100, Indpls, IN 46204

7. Attached is an original certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

  
\_\_\_\_\_  
Signature of the authorized representative

**Daniel R. Sink, Executive VP & CFO**

Typed or printed name of signee

**Filing Fee: \$25.00**

**FILED  
14 AUG 26 PM 3:59  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA**

# Delaware

PAGE 1

*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INLAND DIVERSIFIED LAKE CITY COMMONS, L.L.C.", CHANGING ITS NAME FROM "INLAND DIVERSIFIED LAKE CITY COMMONS, L.L.C." TO "KRG LAKE CITY COMMONS, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JULY, A.D. 2014, AT 1:15 O'CLOCK P.M.



4837867 8100

140972423

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1549701

DATE: 07-18-14

[Register for eBill](#)
**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b>	<b>Tax Type</b>	<b>Tax Year</b>		
R02611-024	REAL ESTATE	2022		
<b>Mailing Address</b> INLAND DIVERSIFIED LAKE CITY COMMONS LLC 30 SOUTH MERIDIAN ST STE 1100 INDIANAPOLIS IN 46204		<b>Property Address</b> 295 COMMONS LAKE CITY  <b>GEO Number</b> 363S16-02611-024		
<b>Exempt Amount</b>	<b>Taxable Value</b>			
See Below	See Below			
<b>Exemption Detail</b>	<b>Millage Code</b>	<b>Escrow Code</b>		
NO EXEMPTIONS	001			
<b>Legal Description (click for full description)</b> 36-3S-16 1500/150010.17 Acres COMM AT NE COR OF SE1/4 OF SE 1/4 OF SEC, RUN S 21.10 FT TO N R/W US HWY 90 (SAID PT BEING ON A CRV), RUN SW ALONG R/W, 195.82 FT, CONT S 64 DG W 508.63 FT, S 63 DG W 498.86 FT FOR POB, CONT S 63 DG W 141.71 FT TO PT ON A CRV, RUN SW'RLY See Tax Roll For Extra Legal				
<b>Ad Valorem Taxes</b>				
<b>Taxing Authority</b>	<b>Rate</b>	<b>Assessed Value</b> <b>Exemption Amount</b> <b>Taxable Value</b> <b>Taxes Levied</b>		
CITY OF LAKE CITY	4.9000	6,190,895 0 \$6,190,895 \$30,335.39		
BOARD OF COUNTY COMMISSIONERS	7.8150	6,190,895 0 \$6,190,895 \$48,381.84		
COLUMBIA COUNTY SCHOOL BOARD				
DISCRETIONARY	0.7480	6,190,895 0 \$6,190,895 \$4,630.79		
LOCAL	3.2990	6,190,895 0 \$6,190,895 \$20,423.76		
CAPITAL OUTLAY	1.5000	6,190,895 0 \$6,190,895 \$9,286.34		
SUWANNEE RIVER WATER MGT DIST	0.3368	6,190,895 0 \$6,190,895 \$2,085.09		
LAKE SHORE HOSPITAL AUTHORITY	0.0001	6,190,895 0 \$6,190,895 \$0.62		
<b>Total Millage</b>	18.5989	<b>Total Taxes</b> \$115,143.83		
<b>Non-Ad Valorem Assessments</b>				
<b>Code</b>	<b>Levying Authority</b>	<b>Amount</b>		
XLCF	CITY FIRE ASSESSMENT	\$11,157.35		
<b>Total Assessments</b>		\$11,157.35		
<b>Taxes &amp; Assessments</b>		\$126,301.18		
<b>If Paid By</b>	<b>Amount Due</b>			
	\$0.00			
<b>Date Paid</b>	<b>Transaction</b>	<b>Receipt</b>	<b>Item</b>	<b>Amount Paid</b>
11/30/2022	PAYMENT	1501777.0001	2022	\$121,249.13

[Prior Years Payment History](#)

<b>Prior Year Taxes Due</b>
NO DELINQUENT TAXES