

Date Submitted:	6/23/2022
Date Filed:	7/6/22

Application Number:	Swo-22-06
Public Hearing:	

Application for Sign Waiver
City of Jacksonville, Florida
Planning and Development Department

Please type or print in ink. Instructions regarding the completion and submittal of this application are located at the end of this form. For additional information, please contact the Planning and Development Department at (904) 255-7865.

For Official Use Only			
Current Zoning District:	CCQ-S	Current Land Use Category:	CCQ
Council District:	7	Planning District:	1
Previous Zoning Applications Filed (provide application numbers):			
none found			
Applicable Section of Ordinance Code:			
656.13031(2)			
Notice of Violation(s):			
none found			
Neighborhood Associations:			
Please see attached			
Overlay:			
Springfield Zoning Overlay			
LUZ Public Hearing Date:		City Council Public Hearing Date:	
Number of Signs to Post:	2	Amount of Fees:	\$1404.
		Zoning Asst. Initials:	CIP

PROPERTY INFORMATION	
1. Complete Property Address:	2. Real Estate Number:
430 W 8TH ST 32206	071535-0010
3. Land Area (Acres):	4. Date Lot was Recorded:
23,479 SF	1971
5. Property Located Between Streets:	6. Utility Services Provider:
BOULEVARD ST & W 8TH ST	City Water / City Sewer <input type="checkbox"/>
	Well / Septic <input type="checkbox"/>

7. Waiver Sought:

Increase maximum height of sign from _____ to _____ feet (maximum request 20% or 5 ft. in height, whichever is less). *Note – Per Section 656.1310, no waiver shall be granted which would permit a sign in excess of 40 feet in height in any zoning district.

Increase maximum size of sign from _____ sq. ft. to _____ sq. ft. (maximum request 25% or 10 sq. ft., whichever is less)

Increase number of signs from _____ to _____ (not to exceed maximum square feet allowed)

Allow for illumination or change from _____ external to _____ internal lighting

Reduce minimum setback from 10 feet to 0 feet (less than 1 ft. may be granted administratively)

8. In whose name will the Waiver be granted?
ECM BG2 JACKSONVILLE FL 7 UT LLC

9. Is transferability requested? *If approved, the waiver is transferred with the property.*

Yes

No

OWNER'S INFORMATION (please attach separate sheet if more than one owner)

10. Name: ECM BG2 JACKSONVILLE FL 7 UT LLC	11. E-mail: APLUS@ALUMINUMPLUS.COM
12. Address (including city, state, zip): 4747 WILLIAMS DR GEORGETOWN, TX 78633	13. Preferred Telephone: 386-734-2864

APPLICANT'S INFORMATION (if different from owner)

14. Name: RAYMOND SCOTT POLLITT/ALUMINUM PLUS	15. E-mail: APLUS@ALUMINUMPLUS.COM
16. Address (including city, state, zip): 750 E. INTERNATIONAL SPDWY. BLVD. DELAND, FL 32724	17. Preferred Telephone: 386-734-2864

CRITERIA

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

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

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

18. Given the above definition of a "sign" and the aforementioned criteria by which the request will be reviewed against, please describe the reason that the waiver is being sought. Provide as much information as you can; you may attach a separate sheet if necessary. Please note that failure by the applicant to adequately substantiate the need for the request and to meet the criteria set forth may result in a denial.

This sign waiver is being sought by the property owner due to the fact that the current price sign does not meet the current setback required by City of Jacksonville Code of Ordinances.

1. Granting this waiver will not not impact the location or the general character of the area.
2. The result would not detract from the intent of the zoning ordinance within this vicinity.
3. The sign waiver will not diminish the value of the property or those properties in the surrounding area
4. The existing sign will meet criteria for all other signage elements such as ground clearance and size and not have a detrimental effect on vehicular traffic.
5. The sign waiver will not have an effect to public health, safety or welfare.
6. If the sign was to be moved it would place a burden on the property due to the fact the placement would be located in a traffic area
7. This request is due to the limitations of existing area for sign placement
8. Existing canopy signage permits need to be closed out. We are not aware of any current violations with the exception of current setback of existing signage.
9. This request allows for the utilization of the existing signage and to distract from further construction on this site.
10. If compliance we required, access to the property would become limited due to the required placement of the sign.

ATTACHMENTS

The following attachments must accompany each copy of the application.

- Survey
- Site Plan – two (2) copies on 8 ½ x 11 and two (2) copies on 11 x 17 or larger
- Property Ownership Affidavit (Exhibit A)
- Agent Authorization if application is made by any person other than the property owner (Exhibit B)
- Legal Description – may be written as either lot and block, or metes and bounds (Exhibit 1)
- Proof of property ownership – may be print-out of property appraiser record card if individual owner, http://apps.coj.net/pao_propertySearch/Basic/Search.aspx, or print-out of entry from the Florida Department of State Division of Corporations if a corporate owner, <http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>.
- Photographs of sign structure showing nonconforming nature and physical impediments to compliance.
- If waiver is based on economic hardship, applicant must submit the following:
 - Two (2) estimates from licensed contractors stating the cost of bringing the sign structure into compliance; and
 - Any other information the applicant wished to have considered in connection to the waiver request.

FILING FEES

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

<u>Base Fee</u>	<u>Public Notices</u>	<u>Advertisement</u>
Residential Districts: \$1,161.00	\$7.00 per Addressee	Billed directly to owner/agent
Non-residential Districts: \$1,173.00		

NOTE: City Council may, as a condition of the waiver, specify a time period within which the sign structure shall be required to conform to the requirements of the City's sign regulations.

AUTHORIZATION

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

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

I hereby certify that I have read and understand the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

Owner(s)

Print name: Rocky Hardin MS2
Signature: [Handwritten Signature]

Applicant or Agent (if different than owner)

Print name: Debra Bass/Aluminum Plus
Signature: [Handwritten Signature]

**An agent authorization letter is required if the application is made by any person other than the property owner.*

Owner(s)

Print name: _____
Signature: _____

SUBMITTAL

This application must be typed or printed in ink and submitted along with three (3) copies for a total of **four (4) applications**. Each application must include **all required attachments**.

Submit applications to:

Planning and Development Department, Zoning Section
214 North Hogan Street, 2nd Floor
Jacksonville, Florida 32202
(904) 255-8300

EXHIBIT A

Property Ownership Affidavit – Limited Liability Company (LLC)

Date: 6-20-22

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Property Owner Affidavit for the following site location in Jacksonville, Florida:
Address: 430 W 8TH ST RE#(s): 071535-0010

To Whom it May Concern:

I Rocky Hardin, as CFO/MGR of Ecm -BG2 Jacksonville FL 747, LLC, a Limited Liability Company organized under the laws of the state of UTAH, hereby certify that said LLC is the Owner of the property described in Exhibit 1 in connection with filing application(s) for SIGN WAIVER submitted to the Jacksonville Planning and Development Department.

(signature) Rocky Hardin

(print name) Rocky Hardin

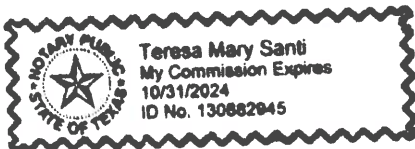
Please provide documentation illustrating that signatory is an authorized representative of the LLC. This may be shown through a printout from sunbiz.org showing that the person is either a "sole member" or a "managing member." Other persons may be authorized through a resolution, power of attorney, etc.

STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~DUVAL~~ Williamson

Sworn to and subscribed and acknowledged before me this 20th day of June 20 22, by Rocky Hardin as CFO/Mgr, of Ecm -BG2 Jacksonville FL 747, LLC, a Limited Liability Company, who is personally known to me or who has produced _____ as identification and who took an oath.

Teresa M. Santi
(Signature of NOTARY PUBLIC)

Teresa M. Santi
(Printed name of NOTARY PUBLIC)



State of Texas at Large.
My commission expires: 10/31/2024

G:\JOINT\Applications\Exhibits\Ownership AffidavitForm LLC.docx

last update: 1/12/2017

EXHIBIT B

Agent Authorization – Limited Liability Company (LLC)

Date: 6.20.22

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Agent Authorization for the following site location in Jacksonville, Florida:
Address: 430 W 8TH ST RE#(s): 071535-0010

To Whom It May Concern:

You are hereby advised that Rocky Hardin, as CEO/MGR of ECM-BGZ Jacksonville FL 7 UT, LLC a Limited Liability Company organized under the laws of the state of UTAH, hereby certify that said LLC is the Owner of the property described in Exhibit 1. Said owner hereby authorizes and empowers ALUMINUM PLUS to act as agent to file application(s) for SIGN WAIVER for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change as submitted to the Jacksonville Planning and Development Department.

(signature) Rocky Hardin

(print name) Rocky Hardin

**STATE OF FLORIDA
COUNTY OF DUVAL**

Sworn to and subscribed and acknowledged before me this 20th day of June 2022, by Rocky Hardin, as CEO/mgr, of ECM-BGZ Jacksonville FL 7 UT, a Limited Liability Company, who is personally known to me or who has produced _____ as identification and who took an oath.

Teresa M. Santi
(Signature of NOTARY PUBLIC)

Teresa M. Santi
(Printed name of NOTARY PUBLIC)

Texas
State of Florida at Large.
My commission expires: 10/31/2024





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

Detail by Entity Name

Foreign Limited Liability Company
ECM-BG2-JACKSONVILLE, FL-7-UT, LLC

Filing Information

Document Number M19000010603
FEI/EIN Number 84-3115183
Date Filed 11/01/2019
State UT
Status ACTIVE

Principal Address

4747 WILLIAMS DR.
GEORGETOWN, TX 78633

Mailing Address

4747 WILLIAMS DR.
GEORGETOWN, TX 78633

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST.
SUITE:4
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

HARDIN, ROCKY
4747 WILLIAMS DR.
GEORGETOWN, TX 78633

Annual Reports

Report Year	Filed Date
2020	03/09/2020
2021	01/27/2021
2022	03/29/2022

Document Images

Prepared by:
Harvey Scholl, Esq
21346 St. Andrews Boulevard - #105
Boca Raton, Florida 33433

And

When recorded return to:
Gibraltar Title Services
David Ubbens
4190 Belfort Road, Suite 475
Jacksonville, Florida 32216

RE Parcel ID #: 071535-0010

\$1,995,722

SPECIAL WARRANTY DEED
(with Covenant)

BOCA GAS COMPANY HOLDINGS 2, LLC, a Florida limited liability company ("**Grantor**"), whose address is 6971 N. Federal Highway - Suite 102, Boca Raton, Florida 33487, and **ECM-BG2-Jacksonville, FL-7-UT, LLC, a Utah limited liability company** ("**Grantee**"), whose address 4747 Williams Drive, Georgetown, Texas 78633, enter into this Special Warranty Deed (this "**Deed**") as of the **12th** day of February, 2020 (the "**Effective Date**").

W I T N E S S E T H:

For and in consideration of the sum of Ten Dollars (\$10.00), the covenants and restrictions contained in this Deed and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, Grantor does by execution and delivery of this Deed GRANT, BARGAIN, SELL, CONVEY, and RELEASE unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Premises more particularly described in **Exhibit A** right, title and interest of Grantor in and to any streets and roads abutting the Premises to the center lines of such streets and roads, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances, strips and gores and all other hereditaments appurtenant to the Premises; This conveyance is made by Grantor and accepted by Grantee SUBJECT TO all covenants, reservations, exceptions, restrictions, easements, encumbrances and rights of way of record; ad valorem and real estate taxes and assessments, both general and special, for the year 2020 and all subsequent years; building and zoning ordinances, laws, regulations, and restrictions by municipal and other governmental authorities; and all other matters of record that are currently valid and subsisting, and that affect the Premises (which reference shall not be deemed to reimpose any of the foregoing); and the items set forth on **Exhibit B**, to the extent that the same are currently valid and enforceable against the Premises;

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns in fee simple forever; but:

ECM SITE # 3033
BGC SITE # 929

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions:

1. From and after the Effective Date until the 20th anniversary of the Effective Date in 2039, the Premises is subject to a Supply Agreement and a Supplemental Agreement dated of even date herewith pursuant to which Grantor, or its lessee, its successors and assigns, agree to purchase motor fuel from FIRST COAST ENERGY, LLP ("Fuel Supplier") and to be obligated to pay a supplemental fee to Fuel Supplier in the amount set forth in the Supplemental Agreement upon the occurrence of events set forth in the Supplemental Agreement. Until the termination of the Supply Agreement, as may be extended from time to time, Fuel Supplier shall have a right of first refusal to purchase the Premises together with any buildings, fixtures and improvements owned by Grantee and located thereon (including personal property and equipment) (collectively, the "ROFR Property") from Grantee or Grantee's successors and assigns (as used in this Section 1 of this Deed, each a "Grantee Party" and collectively, the "Grantee Parties"), on the same terms and conditions as those contained in any bona fide, good faith offer received by any Grantee Party from a separate and independent third party (the "Grantee Offer"). Upon the Grantee Party's receipt of any such offer that the Grantee Party intends to accept, the Grantee Party shall deliver written notification to Fuel Supplier of the complete terms of the Grantee Offer (including a true and complete copy of the Grantee Offer) and of the Grantee Party's intent to accept it (subject to Fuel Supplier's rights under this Deed), and Fuel Supplier shall have seven (7) business days from the date of receipt of said copy of the Grantee Offer to elect to purchase the ROFR Property on the same terms and conditions as those contained in the Grantee Offer, provided that Fuel Supplier shall not be required to pay any agent's or broker's commissions or similar fees included in or added to the contract purchase price, unless such commission does not exceed the lesser of (i) the amount of the real estate commission payable upon closing of the Grantee Offer, and (ii) market real estate rate commissions payable in connection with comparable sales. If Fuel Supplier elects not to exercise this right of first refusal, the Grantee Party may consummate the sale to the third party (on the terms disclosed in the written notification), subject to the remaining terms of this Deed. If the Grantee Party fails to consummate the sale to the third party offeror within ninety (90) days from the date of Fuel Supplier's receipt of a copy of the Grantee Offer, or if Fuel Supplier does not exercise its right of first refusal with respect to said offer, Fuel Supplier shall retain its rights of first refusal with respect to any other or subsequent bona fide offers received by any Grantee Party. Additionally, until the termination of the Supply Agreement, Fuel Supplier shall have a first right of refusal as set forth in the Supply Agreement to purchase the lessee's interest in any property described in the Supply Agreement upon the terms and conditions set forth in the Supply Agreement. The Supply Agreement and Supplemental Agreement and the remedies for breach thereof, as provided therein, shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors, assigns and transferees and subsequent owners in interest thereof.

2. Grantee has granted a right of access to Fuel Supplier pursuant to the terms of an Access Agreement dated as of the Effective Date that is being recorded on the same day as this instrument.

3. Grantee covenants and agrees that it shall not install and, it shall prevent any subsequent purchaser or permitted assignee of the Premises from installing, any well or other tank, pump or related equipment for the use or storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use, and shall prohibit any subsequent purchaser or assignee of the Premises from using or improving, the Premises for residential purposes (including multi-family residential uses), or for any hospital, school, elder care or day care center or for a park or playground. Grantee further covenants and agrees that it shall not materially change the use of the Premises in such a way as to increase the level of clean-up required by any governmental entity for any environmental condition that had affected the Premises as of the Effective Date. Each of these covenants shall run with the Premises, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest of each and every portion of the Premises. Motiva Enterprises LLC, a Delaware limited liability company, shall be a third party beneficiary of the covenant set forth above.

4. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DEED TO THE CONTRARY, GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE FULL AND COMPLETE INSPECTIONS OF THE PREMISES TO GRANTEE'S SATISFACTION PRIOR TO THE DATE OF THIS DEED AND THAT, AS OF THE DATE OF THIS DEED, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATIONS OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, OR ANY AGENT, REPRESENTATIVE OR OTHER PARTY ACTING, OR PURPORTING TO ACT, ON BEHALF OF GRANTOR. IT IS THE UNDERSTANDING AND INTENTION OF THE PARTIES THAT THE SALE OF THE PREMISES FROM GRANTOR TO GRANTEE IS MADE ON A STRICT "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE ASSETS, INCLUDING WITHOUT LIMITATION THE PREMISES, (B) THE COMPLIANCE OF, OR BY, THE PREMISES WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES, INCLUDING WITHOUT LIMITATION THE ASSETS THEREON, OR (D) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE IS RELYING, HAS RELIED AND SHALL IN THE FUTURE RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PREMISES, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR CONTRACTORS OR OTHERWISE GENERATED FROM THIRD PARTY SOURCES. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PREMISES OR THE OPERATION OF THE PREMISES FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING,

WITHOUT LIMITATION, ANY AGENT, BROKER OR SALESPERSON. GRANTEE ACKNOWLEDGES THAT THE CONTRIBUTION VALUE HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE AS-IS NATURE OF THIS SALE AND THE DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED IN THIS AGREEMENT.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTEE'S ACCEPTANCE OF THE PROPERTY WITH AND SUBJECT TO EACH AND ALL OF THE FOREGOING COVENANTS AS SET FORTH IN THIS DEED AND THE CONTINUING ENCUMBRANCE OF THE PROPERTY WITH THOSE RESTRICTIONS AND COVENANTS ARE EACH A SIGNIFICANT AND MATERIAL PORTION OF THE CONSIDERATION PROVIDED BY GRANTEE TO GRANTOR IN CONNECTION WITH GRANTOR'S AGREEMENT TO CONVEY THE PREMISES AND THAT GRANTOR WOULD NOT CONVEY THE PREMISES TO GRANTEE FOR THE OTHER CONSIDERATION GIVEN BY GRANTEE FOR THE PREMISES ALONE WITHOUT SUCH RESTRICTIONS AND COVENANTS.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant specially the Premises in this Agreement conveyed and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, provided, that this conveyance and the special warranty made by Grantor contained in this Agreement are subject to the matters contained in this Agreement and any and all matters of record, and the interest of Grantor in any offsite easements is conveyed without warranty. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written.

GRANTOR:

BOCA GAS COMPANY HOLDINGS 2, LLC, a Florida limited liability company

By: [Signature]
HANI BASKARON, Manager

Signed, Sealed and Delivered in our Presence:

WITNESS:

[Signature]
Printed Name: Katherine B Morgan

WITNESS:

[Signature]
Printed Name: Ruthanne L Kowalski

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of January, 2020, by HANI BASKARON, Manager of BOCA GAS COMPANY HOLDINGS 2, LLC, a Florida limited liability company, on behalf of the limited liability company. Such person is personally known to me or has produced CA D.L. as identification.

[Signature]
Signature of Notary Public

Print Name: Ruthanne L Kowalski
Notary Public, State and County aforesaid
Commission No.: 69 302976
My Commission Expires: Nov. 16, 2021



GRANTEE:

ECM-BG2-Jacksonville, FL-7-UT, LLC, a Utah limited liability company

By: Embree Capital Markets Group, Inc., a Texas corporation, Member

By: *Rocky Hardin*
Rocky Hardin, its President

Signed, Sealed and Delivered in our Presence:

WITNESS:

Cesilee Ferrell
Printed Name: Cesilee Ferrell

WITNESS:

Sarah Rann
Printed Name: Sarah Rann

STATE OF TEXAS
COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 23rd day of January, 2020 by Rocky Hardin, President of Embree Capital Markets Group, Inc., a Texas corporation, Member and on behalf of the company, ECM-BG2-Jacksonville, FL-7-UT, LLC, a Utah limited liability company.

- is personally known to me;
- has produced a _____ Driver's License as identification; or
- has produced a _____ as identification.

Teresa T. Adams
Notary Signature
Print Name: Teresa T. Adams
Notary Public, State and County Aforesaid
My commission expires: 8/30/2021
Commission Number: 12541661-9

(Notarial Seal)

ECM SITE # 3033
BGC SITE # 929

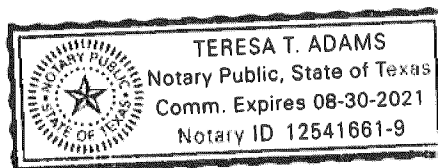


Exhibit A

The land referred to herein below is situated in the County of DUVAL, State of Florida, and described as follows:

Lots 4, 5 AND 6 (except that part of Lot 6 lying within the right of way of 8th street and taken by Order of Taking recorded in Official Records Book 3021, Page 544), Block 39 of WEST SPRINGFIELD, according to the Plat thereof as recorded in Plat Book 2, Page(s) 5, of the Public Records of DUVAL County, Florida.

EXHIBIT B

Permitted Encumbrances

Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.

Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

Any minerals or mineral rights leased, granted or retained by current or prior owners.

RE	INAME	LNAME2	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
071728 0000	COTTAGE APARTMENTS LLC		98 ELIZABETH ST		ORADELL	NJ	07649
071540 0000	HOOSE HOMES AND INVESTMENTS LLC		7563 PHILIPS HWY STE 208		JACKSONVILLE	FL	32256
071546 0000	TERRAWISE HOMES INC		1334 WALNUT ST		JACKSONVILLE	FL	32206
071515 0000	GLOBAL NET PROFIT CORPORATION		230 HUNTERS LAKE WAY 3102		PONTE VEDRA	FL	32081
071518 0000	FOUNTAIN JEFFREY B		230 E 4TH ST		JACKSONVILLE	FL	32206
071730 0010	STREMITZER ALEXANDER		1815 PERRY ST		JACKSONVILLE	FL	32206
071528 0000	WEAVER RICHARD D JR		423 W 7TH ST		JACKSONVILLE	FL	32206-4328
071548 0000	POSADAS ANA		98 ELIZABETH ST		ORADELL	NJ	07649
071554 0000	GULF ATLANTIC PROPERTIES INC		1701 N PEARL ST		JACKSONVILLE	FL	32206
071519 0000	JERNIGAN SAMANTHA		418 W 7TH ST		JACKSONVILLE	FL	32206
071516 0000	404 W 7 LLC		8010 WESTVIEW INTERNATIONAL DR		JACKSONVILLE	FL	32219
071529 0000	RIVERS BARON L		10657 ABBOT COVE DR		JACKSONVILLE	FL	32225
071517 0000	LG INVESTMENTS LLC		P O BOX 12205		JACKSONVILLE	FL	32209
071705 0000	EL JEFFE HOLDINGS LLC		1409 KINGSLEY AVE STE 9G		ORANGE PARK	FL	32073
071520 0000	BIELOBOCKIE ANTHONY J		334 E 10TH ST		JACKSONVILLE	FL	32206-4352
071551 0000	SOEY JEFF TODD		6346 FOREST STUMP LN		JACKSONVILLE	FL	32258
071547 0000	MGMILLAN MONICA		355 W 7TH ST		JACKSONVILLE	FL	32206
070781 0500	CITY OF JACKSONVILLE		C/O CITY REAL ESTATE DIV	214 N HOGAN ST 10TH FL	JACKSONVILLE	FL	32202
071729 0000	BEULAH BEAL SCHOOLHOUSE LLC		101 S 12TH ST UNIT 102		TAMPA	FL	33602
071514 0000	RAY BESSIE L		1645 BOULEVARD		JACKSONVILLE	FL	32206-4338
071514 0000	HASSAN CYNTHIA ANN		422 W 7TH ST		JACKSONVILLE	FL	32206
071530 0000	FEDERAL NATIONAL MORTGAGE ASSOCIATION		C/O MCCALLA RAYMER LLC	225 E ROBINSON ST STE 155	ORLANDO	FL	32801
071550 0000	TAMAR CAPITAL LLC		5415 MISSOURI AVE		JACKSONVILLE	FL	32254
071532 0000	TARPON IV LLC		18305 BISCAYNE BLVD STE 400		AVENTURA	FL	33160
071541 0000	HOOSE HOMES INVESTMENTS LLC		7563 PHILIPS HWY SUITE 208		JACKSONVILLE	FL	32256
073301 0000	SHANDS JACKSONVILLE PROPERTIES INC		655 W 8TH ST	ATTN LEGAL SERVICES TOWER 1 10TH FLOOR	JACKSONVILLE	FL	32209
071536 0000	HOOSE D LLC		7563 PHILIPS HWY STE 208		JACKSONVILLE	FL	32256
071552 0000	DIGGIS NELLIE R		1733 PERRY ST		JACKSONVILLE	FL	32206-4353
071539 0000	HOOSE D LLC		7563 PHILIPS HWY STE 208		JACKSONVILLE	FL	32256
071549 0000	DEGRAFF JENSINE		343 W 7TH STREET		JACKSONVILLE	FL	32206
071513 0000	BUSHMAN AND ASSOCIATES 3 LLC		1331 1ST ST N #301		JACKSONVILLE BEACH	FL	32250
071531 0000	LAMPRU APARTMENTS LLC		98 ELIZABETH ST		ORADELL	NJ	07649
071553 0000	TRAUTMANN & COMPANY LLC		9378 ARLINGTON EXPY #337		JACKSONVILLE	FL	32225
	URBAN CORE	KIM PRYOR	245 5TH ST W		JACKSONVILLE	FL	32206
	SPAR	CHRISTINA PARRISH	1321 NORTH MAIN ST		JACKSONVILLE	FL	32206
	SPRINGFIELD AREA MERCHANTS ASSOC.	KELLY RICH	1321 NORTH MAIN ST		JACKSONVILLE	FL	32206
	SUSTAINABLE SPRINGFIELD	ALISON GOOD	454 EAST 3RD ST		JACKSONVILLE	FL	32206
	SPRINGFIELD PRESERVATION & REVITALIZATIO	KELLY RICH	1334 WALNUT ST		JACKSONVILLE	FL	32206
	SPRINGFIELD IMPROVEMENT ASSOCIATION	ADAM HALSTED	210 7TH ST W		JACKSONVILLE	FL	32206