

Date Submitted:	12/14/23
Date Filed:	1/02/24

Application Number:	WRF-24-01
Public Hearing:	

Application for Waiver of Minimum Required Road Frontage

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: AGR		Current Land Use Category: AGR	
Council District: 8		Planning District: 6	
Previous Zoning Applications Filed (provide application numbers): none found			
Applicable Section of Ordinance Code: 656.407			
Notice of Violation(s): none found			
Neighborhood Associations: The Eden Group Inc.			
Overlay: none			
LUZ Public Hearing Date:		City Council Public Hearing Date:	
Number of Signs to Post: 1	Amount of Fee: \$1175.	Zoning Asst. Initials: CIR	

PROPERTY INFORMATION	
1. Complete Property Address: 8 Arnold Road Jacksonville FL 32216	2. Real Estate Number: 019608-0150
3. Land Area (Acres): 5 Acres	4. Date Lot was Recorded: 12-9-2022
5. Property Located Between Streets: Gold Star Family Pkwy - Lanika Road	6. Utility Services Provider: City Water / City Sewer <input type="checkbox"/> Well / Septic <input checked="" type="checkbox"/>
7. Waiver Sought: Reduce Required Minimum Road Frontage from 100' 35' feet to 7' 0' feet.	
8. In whose name will the Waiver be granted? Kashu L Lite	

Page 1 of 5

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

9. Name:

Kathy Kite

10. E-mail:

uac1kathy@gmail.com

11. Address (including city, state, zip):

16088 Kite Rd
Jacksonville FL 32218

12. Preferred Telephone:

904-226-2033

APPLICANT'S INFORMATION (if different from owner)

13. Name:

14. E-mail:

15. Address (including city, state, zip):

16. Preferred Telephone:

CRITERIA

Section 656.101(l), Ordinance Code, defines a waiver as "a relaxation of the Zoning Code minimum street frontage, pursuant to Section 656.407, Ordinance Code."

Section 656.133(d)1 through 5, Ordinance Code, provides that, with respect to action upon Applications for Waivers, the City Council shall grant a waiver for reduction of the minimum requirements for road frontage, if the Council makes a positive finding based upon substantial, competent evidence that the application meets all of the following five (5) criteria:

- i. *There are practical or economic difficulties in carrying out the strict letter of the regulation;*
- ii. *The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations);*
- iii. *The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver;*
- iv. *There is a valid and effective easement for adequate vehicular access connected to a public street which is maintained by the City or approved private street;*
- v. *The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law.*

17. Given the above definition of a "waiver" 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.

I need to move house trailer on family property for my son. wooded lot - no immediate neighbors.

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>.
- ☒ Proof of valid and effective easement for access to the property.

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		

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: Kathy Kite

Signature: Kathy Kite

Applicant or Agent (if different than owner)

Print name: _____

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

Property Ownership Affidavit - Individual

Date: 12-14-23

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: RE#(s):

To Whom it May Concern:

I, Kathy Kite hereby certify that Kathy Kite
is the Owner of the property described in Exhibit 1 in connection with filing application(s) for
16088 Kite Rd submitted to the
Jacksonville Planning and Development Department.

By Kathy Kite

Print Name: Kathy Kite

**STATE OF FLORIDA
COUNTY OF DUVAL**

Sworn to and subscribed and acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 13th day of December 2023, by
Kathy Kite, as Owner, of
16088 Kite Rd, a Private owner corporation, who is
personally known to me or who has produced FL06 as identification
and who took an oath.



AMY JONES
Notary Public
State of Florida
Comm# HH145661
Expires 8/7/2025

Amy Jones
(Signature of NOTARY PUBLIC)

Amy Jones
(Printed name of NOTARY PUBLIC)

State of Florida at Large.
My commission expires: 8-7-2025

KITE KATHY
3193 ARNOLD RD
JACKSONVILLE, FL 32218

Primary Site Address
0 ARNOLD RD
Jacksonville FL 32218

Official Record Book/Page
18348-01905

Title #
6203

0 ARNOLD RD

Property Detail

RE #	019608-0150
Tax District	GS
Property Use	6100 Pasture/Land 2
# of Buildings	0
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	00000 SECTION LAND
Total Area	217800

Value Summary

Value Description	2023 Certified	2024 In Progress
Value Method	CAMA	CAMA
Total Building Value	\$0.00	\$0.00
Extra Feature Value	\$0.00	\$0.00
Land Value (Market)	\$62,500.00	\$62,500.00
Land Value (Agric.)	\$1,770.00	\$1,770.00
Just (Market) Value	\$62,500.00	\$62,500.00
Assessed Value	\$1,770.00	\$1,770.00
Cap Diff/Portability Amt	\$60,730.00 / \$0.00	\$0.00 / \$0.00
Exemptions	\$0.00	See below
Taxable Value	\$1,770.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification. [Learn how the Property Appraiser's Office values property.](#)

Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
18348-01905	4/12/2018	\$100.00	MS - Miscellaneous	Unqualified	Vacant
16246-00411	1/31/2013	\$100.00	WD - Warranty Deed	Unqualified	Vacant
15436-01928	11/11/2010	\$100.00	WD - Warranty Deed	Unqualified	Vacant
14771-00143	1/8/2009	\$50,000.00	WD - Warranty Deed	Unqualified	Vacant

Extra Features

No data found for this section

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	6107	PIA/7 AUMs per acre	AGR	0.00	0.00	Agriculture	3.00	Acreage	\$690.00
1	0105	AGR III - 1 UNIT PER 10 ACRES	AGR	0.00	0.00	Market	5.00	Acreage	\$62,500.00
2	5510	TNP/Natural	AGR	0.00	0.00	Agriculture	2.00	Acreage	\$1,080.00

Legal

LN	Legal Description
1	39-1N-26E 5.00
2	PT CHARLES SETON GRANT RECD
3	O/R 18348-1905 BEING PARCEL 6

Buildings

No data found for this section

2023 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Ex B&B	\$1,770.00	\$0.00	\$1,770.00	\$19.69	\$20.03	\$18.31
Public Schools: By State Law	\$1,770.00	\$0.00	\$1,770.00	\$5.63	\$5.63	\$5.19
By Local Board	\$1,770.00	\$0.00	\$1,770.00	\$3.91	\$3.98	\$3.61
FL Inland Navigation Dist.	\$1,770.00	\$0.00	\$1,770.00	\$0.06	\$0.05	\$0.05
Water Mgmt Dist. SJRWMD	\$1,770.00	\$0.00	\$1,770.00	\$0.34	\$0.32	\$0.32
School Board Voted	\$1,770.00	\$0.00	\$1,770.00	\$0.00	\$1.77	\$0.00
Totals				\$29.63	\$31.78	\$27.48

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	\$62,500.00	\$1,740.00	\$0.00	\$1,740.00
Current Year	\$62,500.00	\$1,770.00	\$0.00	\$1,770.00

2023 TRIM Property Record Card (PRC)

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

Property Record Card (PRC)

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2023

THIS DOCUMENT WAS PREPARED WITHOUT
BENEFIT OF TITLE SEARCH OR SURVEY.

Prepared by and after
recording return to:

Dennis L. Blackburn, Esq.
5150 Belfort Road South
Building 500
Jacksonville, Florida 32256

Property Appraiser's Nos.: 019608-0500, 019608-0010, 019608-0150 and 019608-0100

TRUSTEE'S DISTRIBUTIVE DEED

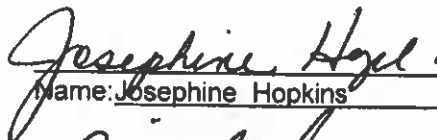
THIS TRUSTEE'S DISTRIBUTIVE DEED is made the 12th day of April, 2018, by the undersigned, **KATHY L. KITE, TRUSTEE OF THE MARILYN DONL KITE REVOCABLE TRUST** dated January 27, 1997, as amended, whose address is 3193 Arnold Road, Jacksonville, Florida 32218 ("Grantor"), to **KATHY L. KITE**, a single woman, whose address 3193 Arnold Road, Jacksonville, FL 32218 (the "Grantee").

WITNESSETH, that the said Trustee, pursuant to the terms of the Trust, does hereby remise, release and quitclaim unto the Grantee, forever, all the right, title interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in **DUVAL COUNTY**, Florida, as follows:


SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned, as Trustee of the Trust, has executed this instrument on the date indicated above.

Executed in the presence of:

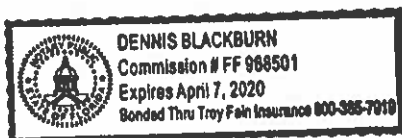

Name: Josephine Hopkins


Name: Dennis L. Blackburn


Kathy L. Kite, Trustee of the Marilyn Donl
Kite Revocable Trust dated January 27, 1997,
as amended

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on April 12, 2018, by Kathy L. Kite, Trustee of the Marilyn Donl Kite Revocable Trust dated January 27, 1997, as amended, who [X] is personally known to me or [] provided _____, as personal identification.



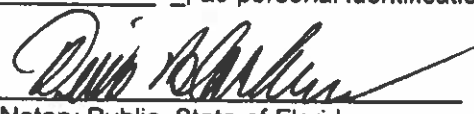

Notary Public, State of Florida
My Commission Expires: _____

EXHIBIT A

Parcel No. 1.

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Seton Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Beginning, Begin at the most Southeastern corner of the aforesaid Lot 5; thence North 88°09'13" West, along the Southerly line of said Lot 5, a distance of 535.00 feet to the Southeast corner of those certain lands described and recorded in Official Records Book 10353, Page 193 of the said current public records; thence North 01°46'31" East, along the East line of the last mention lands, a distance of 1186.42 feet; thence South 89°22'21" East, a distance of 1103.10 feet; thence South 01°46'31" West, a distance of 849.09 feet; thence South 35°48'06" West, a distance of 259.38 feet to a point situate at the intersection with the Northeasterly line of those certain lands described and recorded in Official Records Volume 5680, Page 513 of the said current public records; thence North 31°48'13" West, along the last said Northeasterly line, a distance of 339.55 feet to a point situate at the most Northerly corner of those last mention lands; thence South 30°32'17" West, along the Northwesterly line of those last mention lands, a distance of 488.24 feet to the Point of Beginning.

Containing 1,180,452.02 square feet and/or 27.10 acres more or less.

Together with and subject to the following described 60-foot Ingress-Egress and Utility Easement.

Proposed 60-foot Ingress-Egress and Utility Easement

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Seton Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 30°32'17" East, along the Southeast line of said Lot 5 and the Northwesterly line of those certain lands described and recorded in Official Records Volume 5680, Page 513 of the said current public records, a distance of 488.24 feet to a point situate at the most Northerly corner of those last mention lands described and recorded in Official Records Volume 5680, Page 513; thence South 31°48'13" East, along the Northeasterly line of the last said lands, a distance of 339.55 feet to the Point of Beginning; thence North 35°48'06" East, a distance of 237.84 feet; thence North 01°46'31" East, a distance of 869.31 feet; thence South 89°22'21" East, a distance of 60.01 feet; thence South 01°46'31" West, a distance of 101.09 feet; thence North 86°58'27" East, a distance of 1110.22 feet; thence South 32°25'07" East, a distance of 68.86 feet; thence South 86°58'27" West, a distance of 1149.06 feet; thence South 01°46'31" West, a distance of 727.57 feet; thence South 35°48'06" West, a distance of 280.92 feet to a point situate at the intersection with the Northeasterly line of those aforesaid lands described and recorded in Official Records Volume 5680, Page 513; thence North 31°48'13" West, along the said line, a distance of 64.89 feet to the Point of Beginning.

Containing 136,086.83 square feet and/or 3.12 acres more or less.

Parcel No. 2

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Seton Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida. The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 88°09'13" West, along the Southerly line of said Lot 5, a distance of 535.00 feet to the Southeast corner of those certain lands described and recorded in Official Records Book 10353, Page 193 of the said current public records; thence North 01°46'31" East, along the East line of the last mention lands, a distance of 1186.42 feet to the Point of Beginning; thence North 01°46'31" East, Continue along the last said East line and the Northerly projection thereof, a distance of 987.42 feet to a point situate at the intersection with the South line of those aforesaid lands described and recorded in Official Records Book 10353, Page 193; thence South 89°22'21" East, along the last said line, a distance of 1103.10 feet; thence South 01°46'31" West, a distance of 987.42 feet; thence North 89°22'21" West, a distance of 1103.10 feet to the Point of Beginning.

Containing 1,089,000.00 square feet and/or 25.00 acres more or less.

Together with and subject to the following described 60-foot Ingress-Egress and Utility Easement.

Proposed 60-foot Ingress-Egress and Utility Easement

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Seton Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida. The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 30°32'17" East, along the Southeast line of said Lot 5 and the Northwesterly line of those certain lands described and recorded in Official Records Volume 5680, Page 513 of the said current public records, a distance of 488.24 feet to a point situate at the most Northerly corner of those last mention lands described and recorded in Official Records Volume 5680, Page 513; thence South 31°48'13" East, along the Northeasterly line of the last said lands, a distance of 339.55 feet to the Point of Beginning; thence North 35°48'06" East, a distance of 237.84 feet; thence North 01°46'31" East, a distance of 869.31 feet; thence South 89°22'21" East, a distance of 60.01 feet; thence South 01°46'31" West, a distance of 101.09 feet; thence North 86°58'27" East, a distance of 1110.22 feet; thence South 32°25'07" East, a distance of 68.86 feet; thence South 86°58'27" West, a distance of 1149.06 feet; thence South 01°46'31" West, a distance of 727.57 feet; thence South 35°48'06" West, a distance of 280.92 feet to a point situate at the intersection with the Northeasterly line of those aforesaid lands described and recorded in Official Records Volume 5680, Page 513; thence North 31°48'13" West, along the said line, a distance of 64.89 feet to the Point of Beginning.

Containing 136,086.83 square feet and/or 3.12 acres more or less.

Parcel No. 3

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Selon Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 88°09'13" West, along the Southerly line of said Lot 5, a distance of 535.00 feet to the Southeast corner of those certain lands described and recorded in Official Records Book 10353, Page 193 of the said current public records; thence North 01°46'31" East, along the East line of the last mention lands, a distance of 1186.42 feet; thence South 89°22'21" East, a distance of 1103.10 feet to the Point of Beginning; thence North 01°46'31" East, a distance of 987.42 feet to a point situate at the intersection with the South line of those aforesaid lands described and recorded in Official Records Book 10353, Page 193; thence South 89°22'21" East, along the last said line, a distance of 474.31 feet; thence South 32°25'07" East, a distance of 510.64 feet; thence South 57°34'53" West, a distance of 363.23 feet; thence South 32°25'07" East, a distance of 497.32 feet; thence South 86°58'27" West, a distance of 742.85 feet; thence North 01°46'31" East, a distance of 103.11 feet to the Point of Beginning.

Containing 653,400.00 square feet and/or 15.00 acres more or less.

Together with and subject to the following described 60-foot Ingress-Egress and Utility Easement.

Proposed 60-foot Ingress-Egress and Utility Easement.

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Selon Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 30°32'17" East, along the Southeast line of said Lot 5 and the Northwestern line of those certain lands described and recorded in Official Records Volume 5680, Page 513 of the said current public records, a distance of 488.24 feet to a point situate at the most Northerly corner of those last mention lands described and recorded in Official Records Volume 5680, Page 513; thence South 31°48'13" East, along the Northeasterly line of the last said lands, a distance of 339.55 feet to the Point of Beginning; thence North 35°48'06" East, a distance of 237.84 feet; thence North 01°46'31" East, a distance of 869.31 feet; thence South 89°22'21" East, a distance of 60.01 feet; thence South 01°46'31" West, a distance of 101.09 feet; thence North 86°58'27" East, a distance of 1110.22 feet; thence South 32°25'07" East, a distance of 68.86 feet; thence South 86°58'27" West, a distance of 1149.06 feet; thence South 01°46'31" West, a distance of 727.57 feet; thence South 35°48'06" West, a distance of 280.92 feet to a point situate at the intersection with the Northeasterly line of those aforesaid lands described and recorded in Official Records Volume 5680, Page 513; thence North 31°48'13" West, along the said line, a distance of 64.89 feet to the Point of Beginning.

Containing 136,086.83 square feet and/or 3.12 acres more or less.

Parcel No. 5

That certain piece, parcel or tract of land lying and being a part of the unplotted portion of the Charles Seton Grant, Section 39, Township 1 North, Range 26 East of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 88°09'13" West, along the Southerly line of said Lot 5, a distance of 535.00 feet to the Southeast corner of those certain lands described and recorded in Official Records Book 10353, Page 193 of the said current public records; thence North 01°46'31" East, along the East line of the last mention lands, a distance of 1186.42 feet; thence South 89°22'21" East, a distance of 1103.10 feet; thence South 01°46'31" West, a distance of 103.11 feet; thence North 86°58'27" East, a distance of 742.85 feet to the Point of Beginning; thence North 86°58'27" East, a distance of 416.89 feet; thence South 32°25'07" East, a distance of 207.50 feet; thence South 34°53'46" West, a distance of 500.00 feet; thence North 55°06'14" West, a distance of 309.05 feet; thence North 01°46'31" East, a distance of 386.63 feet to the Point of Beginning.

Containing 217,800.00 square feet and/or 5.00 acres more or less.

Together with and subject to the following described 60-foot Ingress-Egress and Utility Easement.

Proposed 60-foot ingress-Egress and Utility Easement

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Seton Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 30°32'17" East, along the Southeast line of said Lot 5 and the Northwestern line of those certain lands described and recorded in Official Records Volume 5680, Page 513 of the said current public records, a distance of 488.24 feet to a point situate at the most Northerly corner of those last mention lands described and recorded in Official Records Volume 5680, Page 513; thence South 31°48'13" East, along the Northeastly line of the last said lands, a distance of 339.55 feet to the Point of Beginning; thence North 35°48'06" East, a distance of 237.84 feet; thence North 01°46'31" East, a distance of 869.31 feet; thence South 89°22'21" East, a distance of 60.01 feet; thence South 01°46'31" West, a distance of 101.09 feet; thence North 86°58'27" East, a distance of 1110.22 feet; thence South 32°25'07" East, a distance of 68.86 feet; thence South 86°58'27" West, a distance of 1149.06 feet; thence South 01°46'31" West, a distance of 727.57 feet; thence South 35°48'06" West, a distance of 280.92 feet to a point situate at the intersection with the Northeastly line of those aforesaid lands described and recorded in Official Records Volume 5680, Page 513; thence North 31°48'13" West, along the said line, a distance of 64.89 feet to the Point of Beginning.

Containing 136,086.83 square feet and/or 3.12 acres more or less.

Parcel No. 6

That certain piece, parcel or tract of land lying and being a part of the unplatted portion of the Charles Seton Grant, Section 39, Township 1 North, Range 26 East of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 88°09'13" West, along the Southerly line of said Lot 5, a distance of 535.00 feet to the Southeast corner of those certain lands described and recorded in Official Records Book 10353, Page 193 of the said current public records; thence North 01°46'31" East, along the East line of the last mention lands, a distance of 1186.42 feet; thence South 89°22'21" East, a distance of 1103.10 feet; thence South 01°46'31" West, a distance of 103.11 feet; thence North 86°58'27" East, a distance of 742.85 feet to the Point of Beginning; thence North 32°25'07" West, a distance of 497.32 feet; thence North 57°34'53" East, a distance of 363.23 feet; thence South 32°25'07" East, a distance of 701.93 feet; thence South 86°58'27" West, a distance of 416.89 feet to the Point of Beginning.

Containing 217,800.00 square feet and/or 5.00 acres more or less.

Together with and subject to the following described 60-foot Ingress-Egress and Utility Easement.

Proposed 60-foot Ingress-Egress and Utility Easement

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Seton Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida, The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 30°32'17" East, along the Southeast line of said Lot 5 and the Northwesterly line of those certain lands described and recorded in Official Records Volume 5680, Page 513 of the said current public records, a distance of 488.24 feet to a point situate at the most Northerly corner of those last mention lands described and recorded in Official Records Volume 5680, Page 513; thence South 31°48'13" East, along the Northeastly line of the last said lands, a distance of 339.55 feet to the Point of Beginning; thence North 35°48'06" East, a distance of 237.84 feet; thence North 01°46'31" East, a distance of 869.31 feet; thence South 89°22'21" East, a distance of 60.01 feet; thence South 01°46'31" West, a distance of 101.09 feet; thence North 86°58'27" East, a distance of 1110.22 feet; thence South 32°25'07" East, a distance of 68.88 feet; thence South 86°58'27" West, a distance of 1149.06 feet; thence South 01°46'31" West, a distance of 727.57 feet; thence South 35°48'06" West, a distance of 280.92 feet to a point situate at the intersection with the Northeastly line of those aforesaid lands described and recorded in Official Records Volume 5680, Page 513; thence North 31°48'13" West, along the said line, a distance of 64.89 feet to the Point of Beginning.

Containing 136,086.83 square feet and/or 3.12 acres more or less.

Porcel No. 6

Certified To: The Marilyn Donl Kite Revocable Trust



Abbreviations

ORB. - Denotes Official Records Book
ORV. - Denotes Official Records Volume
P.B. - Denotes Plat Book
Pg. - Denotes Page
Pgs. - Denotes Pages
P&M - Denotes Professional Surveyor and Mapper

Note:
This is Not a Boundary Survey.

See Page 2 of 2 for General Notes and Complete Legal Description.

I hereby certify that this survey was made to the best of my knowledge and belief and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6.0, Florida Administrative Code, Pursuant to Sections 471 and 472, Florida Statutes.

By: James W. Connady Date Signed: 12-12-2007
James W. Connady, Professional Surveyor & Mapper,
Certificate No. 5586, State of Florida



JW Cannady
SURVEYING INC.

Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is **Not** valid.

Page 1 of 2

File No. A-1521

Map Showing Sketch of

Parcel No. 6

That certain piece, parcel or tract of land lying and being a part of the unplotted portion of the Charles Seton Grant, Section 39, Township 1 North, Range 26 East of Duval County, Florida. The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

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Containing 136,086.83 square feet and/or 3.12 acres more or less.

Certified To: The Marilyn Donl Kite Revocable Trust


General Notes

1. This is a map showing Sketch only and is not a Boundary Survey and does not purport to be a Boundary Survey.
2. Bearings are based on the South line of Lot 5 as shown hereon, being the Assumed Bearing of N 88° 09' 13" W, as per Survey by JW Cannady Surveying, Inc., Dated 2-28-06, File # F-016.
3. There may be Restrictions or Easements that are not shown on this map that may be found in the Public Records of this County or evidenced by Title examination.
4. This survey was performed without the benefit of a Title Commitment.
5. The Property shown hereon embraced by heavy lines is based on a Legal Description prepared by by this Surveyor.
6. This Survey does not reflect or determine Ownership.
7. This Survey does not show Improvements.
8. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Government Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
9. The approximate 2 mile line shown hereon was graphically plotted from aerial photography dated 2001, taken from city of Jacksonville, Florida (geographic information system), the accuracy of the horizontal location of this line was not determine by this surveyor.
10. For the parent tract or parcel dimensions see survey by JW Cannady Surveying, Inc., Job Number 06-214F, File Number F-127 and Dated December 12, 2007.

Flood Certification

By Graphic Plotting only, the property shown hereon lies within zone: "X", as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community Panel Number: 120077-0060E, Map revised date: August 15, 1989.

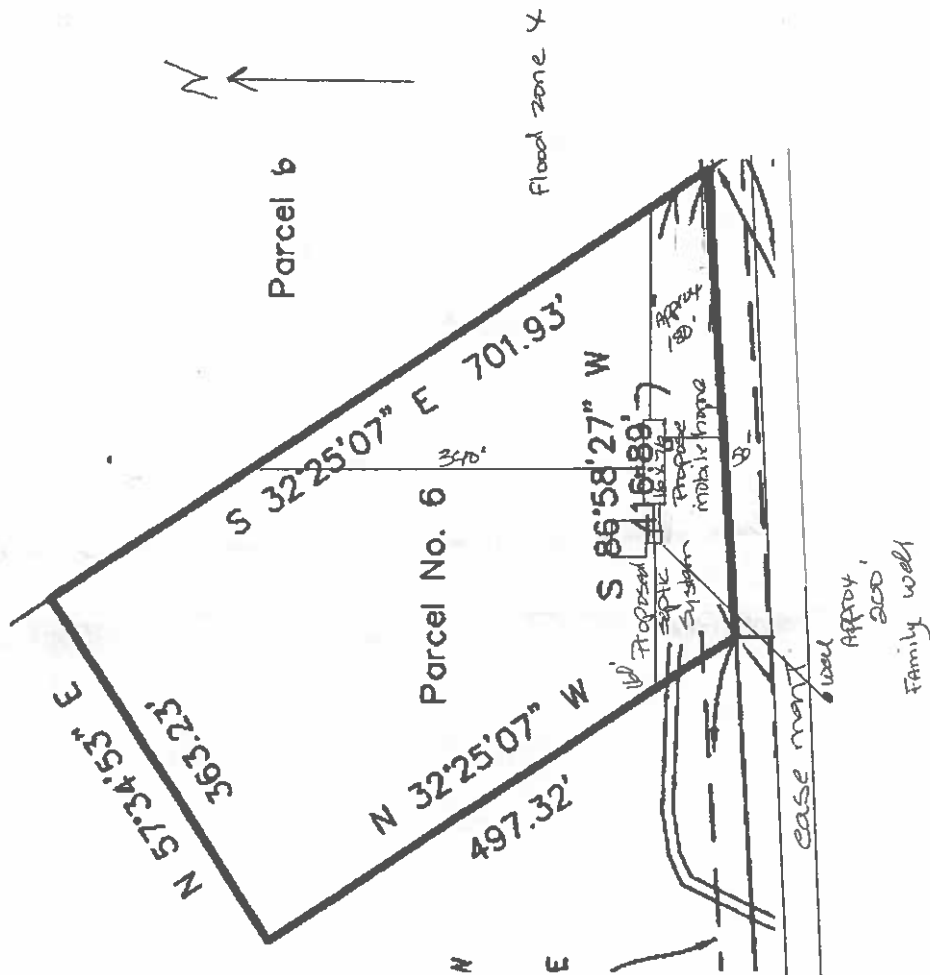
See Page 1 of 2 for Map.

Field Date: Job Number: <u>07-109Sk</u> Field Book: Page: Scale: <u>1" = 400'</u>	I hereby certify that this survey was made to the best of my knowledge and belief and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6.0, Florida Administrative Code, Pursuant to Sections 471 and 472, Florida Statutes. By: <u>James W. Cannady</u> Date Signed: 12-12-2007 James W. Cannady, Professional Surveyor & Mapper, Certificate No. 5586, State of Florida	6015 Morrow Street East, Suite 115 Jacksonville, Florida 32217 Phone: (904)737-8670 Fax: (904)737-8671 Licensed Business No. 7080 EMAIL: jwcannady@comcast.net  JW Cannady SURVEYING INC.
Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is <u>Not</u> valid.		Page 2 of 2 File No. <u>A-1521</u>

N 30° 32' 16" E
W 081° 41' 13" S

Scale 1" = 100'

Kathy Kite
019608-0150



Gold Star Family
Phw and Kite Rd

This instrument prepared by and
after recording return to:

Eliona Jankulla, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Cross-Reference: OR Book 17079, Pg 2294

FIRST AMENDMENT TO
GRANT OF EASEMENT AND TERMINATION OF EXISTING EASEMENT AGREEMENT
(Laurens-Kite Road Easement)

THIS FIRST AMENDMENT TO GRANT OF EASEMENT AND TERMINATION OF EXISTING EASEMENT AGREEMENT (this "Amendment") is made and entered into as of this 8th day of December, 2022, by and between LAURENS STREET LLC, a Delaware limited liability company ("Laurens"), whose address is 63 Fairway Wood Way, Ponte Vedra Beach, Florida 32802; KATHY KITE, a single woman ("Kite"), whose address is 16088 Kite Road, Jacksonville, Florida 32218; SANDRA MILLER, a married woman ("Miller" and together with Kite, the "Kite Road Grantees"), whose address is 16089 Kite Road, Jacksonville, Florida 32218; and ARNOLD ROAD PROPCO, LLC, a Delaware limited liability company ("JA PropCo"), whose address is c/o Saxum Real Estate, 1141 Shady Lane, Suite 103, Austin, Texas 78721. Each of Laurens, Kite, Miller, and JA PropCo, and each of their respective successors and assigns, are collectively referred to as the "Parties" and each, a "Party."

RECITALS

WHEREAS, Laurens, Kite, and other adjacent property owners entered into that certain Grant of Easement and Termination of Existing Easement Agreement, dated as of February 8, 2015, and recorded in Official Records Book 17079, Page 2294, of the Public Records of Duval County, Florida (the "Original Easement Agreement");

WHEREAS, on the date hereof, Laurens has conveyed fee simple title to certain real property described in Schedule 1 attached hereto and incorporated herein by reference, to JA PropCo (the "JA PropCo Property");

WHEREAS, as of the date hereof, Laurens is the owner of fee simple title to the real property described in Schedule 2 attached hereto and incorporated herein by reference (the "Laurens Retained Property");

WHEREAS, Miller is the owner of the property described in Schedule 3 attached hereto and incorporated herein by reference (the "Miller Property");

WHEREAS, Kite is the owner of the Meyer North Property (as defined and described in the Original Easement Agreement); and

WHEREAS, the Parties wish to modify the Original Easement Agreement only as to the Laurens-Kite Road Easement described therein, and wish to set forth their agreements regarding such modifications

in this Amendment. This Amendment shall not be deemed to affect the rights or obligations of any parties to the Original Easement Agreement other than the Parties to this Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the Original Easement Agreement on the following terms:

SECTION 1. RECITALS. The foregoing recitals are true and correct as of the date hereof and are incorporated herein by this reference.

SECTION 2. DEFINITIONS. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Original Easement Agreement, unless the context specifically requires otherwise.

SECTION 3. AMENDMENTS TO AGREEMENT. The Original Easement Agreement is hereby amended as follows:

3.1. Laurens-Kite Road Easement. Exhibit "H" attached to the Original Easement Agreement is hereby replaced in its entirety by Revised Exhibit "H" attached to this Amendment. Section 2.c. of the Original Easement Agreement is hereby amended and restated in its entirety to read as follows:

"c. Kite Road Easements.

(1) Temporary Kite Road Easement. JA PropCo hereby grants (i) Kite, to benefit the Meyer North Property only, and (ii) Miller, to benefit the Miller Property only, in each case, being used for residential purposes only, and not for the benefit of any other properties that are the subject of this Agreement, a non-exclusive easement for access, utilities, ingress, egress, and passage by vehicles and pedestrians on, over, through and across that property described in Revised Exhibit "H" (the "Temporary Kite Road Easement"), provided that such Temporary Kite Road Easement shall automatically terminate upon such time as the access road improvements for the JA PropCo-Kite Road Easement are completed to the extent available for vehicular traffic. When the access road improvements are completed to the extent available for vehicular traffic, JA PropCo, Kite, and Miller shall promptly record an amendment to this Agreement confirming same and the termination of the Temporary Kite Road Easement. Each of Kite and Miller does hereby remise, release and quit-claim unto JA PropCo, its successors and assigns, all the right, title, interest, claim and demand which any such person has in and to any trail roads or other easements on the JA PropCo Property other than the Temporary Kite Road Easement (until same is terminated as provided herein) and the JA PropCo-Kite Road Easement (defined below).

(2) JA PropCo-Kite Road Easement. JA PropCo hereby grants (i) Kite, to benefit the Meyer North Property only, and (ii) Miller, to benefit the Miller Property only, in each case, being used for residential purposes only, and not for the benefit of any other properties that are the subject of this Agreement, a non-exclusive easement for access, utilities, ingress, egress, and passage by vehicles and pedestrians on, over, through and across that property described in Exhibit "I" attached hereto (the "JA PropCo-Kite Road Easement"). JA PropCo may relocate the JA PropCo-Kite Road Easement by recording the new location of such easement in the public records, provided that such relocated easement shall provide continuous and adequate access between the Meyer North Property

and either (i) a public right-of-way, (ii) the Laurens-Kite Road Easement (defined below), or (iii) another reasonably direct access easement benefitting such property owners which connects to a public right-of-way. In any event, upon written request from either Kite or Miller, JA PropCo shall either (at JA PropCo's sole election) (x) relocate the JA PropCo-Kite Road Easement so that the Northern terminus is located at the same location as the Northern terminus of the Temporary Kite Road Easement to connect with the existing road located on the Meyer North Property or (y) construct, or pay for the construction of, a relocated road on the Meyer North Property that connects with the Northern terminus of the JA PropCo-Kite Road Easement. The JA PropCo-Kite Road Easement shall automatically be terminated over all or any portion of the JA PropCo-Kite Road Easement to the extent that a public right-of-way provides access between either (a) the westerly terminus of the Laurens-Kite Road Easement or (b) Gold Star Family Parkway, and either (x) the Meyer North Property or (y) such portion of the JA PropCo-Kite Road Easement that is necessary to provide access between a public right-of-way and the Meyer North Property.

(3) Laurens-Kite Road Easement. Laurens hereby grants (i) Kite, to benefit the Meyer North Property only, and (ii) Miller, to benefit the Miller Property only, in each case, being used for residential purposes only, and not for the benefit of any other properties that are the subject of this Agreement, a non-exclusive easement for access, utilities, ingress, egress, and passage by vehicles and pedestrians on, over, through and across that property described in Exhibit "J" attached hereto (the "Laurens-Kite Road Easement") and together with the Temporary Kite Road Easement and the JA PropCo-Kite Road Easement, the "Kite Road Easements"). Laurens may relocate the Laurens-Kite Road Easement by recording the new location of such easement in the public records, provided that such relocated easement shall provide continuous and adequate access between the Meyer North Property and either (i) a public right-of-way, (ii) the JA PropCo-Kite Road Easement, or (iii) another reasonably direct access easement benefitting such property owners which connects to a public right-of-way. The Laurens-Kite Road Easement shall automatically be terminated over all or any portion of the Laurens-Kite Road Easement to the extent that one or more public rights-of-way provides access between Gold Star Family Parkway, and either (x) the Meyer North Property, (y) the JA PropCo-Kite Road Easement, or (z) such portion of the Laurens-Kite Road Easement that is necessary to provide access between a public right-of-way and the JA PropCo-Kite Road Easement.

(4) Lien-Free Construction. JA PropCo and Laurens shall not be responsible for maintaining or repairing any access road or improvements on or within the Kite Road Easements, as applicable. Each of Kite and Miller, respectively, shall bear and promptly pay any and all costs, fees, and charges incurred by her/its own respective maintenance and repair activities upon the Kite Road Easements, all without any lien or charge being imposed upon or against all or any portion of the JA PropCo Property or the Laurens Retained Property.

(5) Non-Interference. Each Party agrees to exercise the rights and easements granted herein in a safe and careful manner that will not disturb or interfere with the rights of any other Party to use its real property described herein, and in any case, in compliance with all applicable laws of all governmental authorities having jurisdiction over, against or affecting such real property. Each Party agrees to keep its real property described herein free and clear of all obstruction or hindrance that might impair any other Party's exercise of its rights and easements granted under this Section 2.c.

(6) Further Assurances. The parties acknowledge their understanding that future development of the Baron Land, the Montgomery Land, the Kathy Kite Property, the East Houston Creek Property, the JA PropCo Property, and the Laurens Retained Property, and/or governmental requirements could necessitate, at some time or times in the future, a reasonable and appropriate relocation of the Temporary Kite Road Easement, the Laurens-Kite Road Easement, and the JA PropCo-Kite Road Easement. The parties each agree that they will cooperate in a reasonable fashion in order to accommodate any such needed relocation. For clarification purposes, only the Party(ies) whose property or easement is impacted shall enter into any amendment, and consent from any other non-impacted Party shall not be required. Any such amendment shall be in writing."

3.4. Kite-Miller Easement. Kite hereby grants Miller, for the benefit of the Miller Property, a non-exclusive, perpetual easement for access, utilities, ingress, egress, and passage by vehicles and pedestrians (the "Kite-Miller Easement") on, over, through and across that property described in Schedule 4 attached hereto (the "Kite-Miller Easement Area").

3.5. Exhibit I. A new Exhibit "I" is hereby added to the Original Easement Agreement and is attached hereto as Exhibit I.

3.6. Exhibit J. A new Exhibit "J" is hereby added to the Original Easement Agreement and is attached hereto as Exhibit J.

SECTION 4. MISCELLANEOUS.

4.1. Attorneys' Fees. If any action or proceeding is brought by one Party against another Party to enforce or interpret any provision of the Original Easement Agreement, as modified by this Amendment, the prevailing Party shall be entitled to recover from the non-prevailing Party all its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing Party, whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection. The prevailing Party shall be the Party whose position is substantially upheld in the final judgment rendered in such action.

4.2. Notices. All notices and other communications given pursuant to this Amendment must be in writing and must be (1) mailed by first class, United States Mail, postage prepaid, certified, with return-receipt requested, (2) hand delivered to the intended address, (3) sent by a nationally recognized overnight courier service, or (4) sent by electronic mail transmission followed by a confirmatory letter sent in another manner permitted hereunder. Notices shall be sent to the applicable address in the introduction to this Amendment. All notices are effective upon delivery to the address of the addressee. The Parties may change their addresses by giving notice to the other Parties in conformity with this provision.

4.3. WAIVER OF JURY TRIAL. THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEFENSE, DISPUTE OR LITIGATION BETWEEN OR AMONG ANY OF THE PARTIES HERETO WITH RESPECT TO THIS AMENDMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AMENDMENT.

4.4. Estoppel Certificates. Each Party, within twenty (20) days of its receipt of a written request from the other Party, shall from time to time provide the requesting Party or its existing or prospective purchasers, tenants, or mortgagees, a certificate binding upon such party stating: (i) to the best of such Party's knowledge, whether any Party is in default hereof and if so identifying such default; (ii) the

amount any amount then due and payable to such party hereunder; and (iii) that the Original Easement Agreement, as modified by this Amendment, is in full force and effect and identifying any amendments to the Original Easement Agreement, as modified by this Amendment, as of the date of such certificate.

4.5. Ratification. Terms and provisions of the Original Easement Agreement, if not amended hereby, shall remain binding on the applicable parties and shall otherwise remain in full force and effect. To the extent there are any conflicts between this Amendment and the Original Easement Agreement, this Amendment shall govern.

4.6. Interpretation; Legal Counsel. The Parties have all participated in the negotiation and preparation of this Amendment. Each of the Parties have either (i) been represented by independent legal counsel in connection with the negotiation and execution of this Amendment, or (ii) has had the opportunity to obtain independent legal counsel, has been advised that it is in their best interests to do so, and by execution of this Amendment has waived such right. The Parties hereto acknowledge and agree that: (a) the rule of construction to the effect that any ambiguities are resolved against the drafting Party will not be employed in the interpretation of this Amendment; and (b) the terms and provisions of this Amendment will be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Amendment.

4.7. Successors. This Amendment contains the entire understanding of the Parties on the matters set forth herein, and shall be binding upon, and for the benefit of, the successors, grantees, lessees, and assigns of the Parties, and shall be a covenant binding upon and running with the title to the real property described herein.

4.8. Counterparts. This Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party appear on one or more of such counterparts. All counterparts shall collectively constitute a single instrument.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

Signed, sealed and delivered
in the presence of witnesses:

LAURENS STREET LLC,
a Delaware limited liability company

By:

Name: TODD KUHLE
Title: AUTHORIZED AGENT

1. [Signature]
Name: Brianne Power

2. [Signature]
Name: C. ALLEN

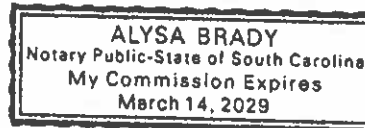
STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2022 by Todd Kuhl, as authorized agent of LAURENS STREET LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who has produced _____ as identification.

By: [Signature]
Name: Alysa Brady
Notary Public-State of South Carolina
Commission Number: _____
My Commission expires: march 14, 2029

[SEAL]



[Signature Page]

Signed, sealed and delivered
in the presence of witnesses:

1. Josephine Hopkins
Name: Josephine Hopkins

2. Dennis L. Blackburn
Name: Dennis L. Blackburn

Kathy Kite
KATHY KITE

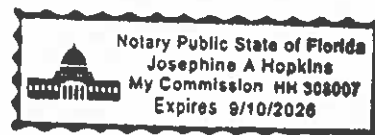
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 6th day of December, 2022 by KATHY KITE, who is ☒ personally known
to me or ☐ who has produced _____ as identification.

By: Josephine A. Hopkins
Name: Josephine A. Hopkins
Notary Public-State of _____
Commission Number: _____
My Commission expires: _____

[SEAL]



[Signature Page]

Signed, sealed and delivered
in the presence of witnesses:

1. Josephine Hopkins
Name: Josephine Hopkins

2. Dennis L. Blackburn
Name: Dennis L. Blackburn

Sandra Miller
SANDRA MILLER

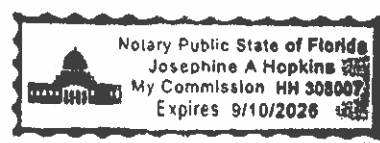
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 6th day of December, 2022 by SANDRA MILLER, who is ☐ personally
known to me or ☒ who has produced Dr. License as
identification.

By: Josephine A. Hopkins
Name: Josephine A. Hopkins
Notary Public-State of _____
Commission Number: _____
My Commission expires: _____

[SEAL]



[Signature Page]

Signed, sealed and delivered
in the presence of witnesses:

ARNOLD ROAD PROPCO, LLC,
a Delaware limited liability company

By: [Signature]

Name: Sean Gilbert
Title: Authorized Representative

1. [Signature]
Name: Cindy Caldas

2. [Signature]
Name: David Semore

STATE OF New Jersey
COUNTY OF Hudson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of December, 2022 by Sean Gilbert, as Authorized Representative of ARNOLD ROAD PROPCO, LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who has produced _____ as identification.

By: [Signature]
Name: Christopher Vitello
Notary Public-State of NJ
Commission Number: 50161258
My Commission expires: May 27, 2026

[SEAL]



Christopher A Vitello
NOTARY PUBLIC
State of New Jersey
ID # 50161258
My Commission Expires
May 27, 2026

[Signature Page]

SCHEDULE 1

JA PROPCO PARCEL LEGAL DESCRIPTION

PARCEL A

A PORTION OF LOTS 3, 4 AND 15 OF THE SUBDIVISION OF PART OF THE DAVID O. OGILVIE ESTATE, RECORDED IN PLAT BOOK 6, PAGE 70 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND A PORTION OF THE CHARLES SETON GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 26 EAST OF SAID DUVAL COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE SOUTH 89°06'10" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 1805.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07°53'38" WEST, 2318.94 FEET; THENCE NORTH 43°59'10" WEST, 829.43 FEET; THENCE SOUTH 83°07'37" WEST, 927.98 FEET TO THE WESTERLY LINE OF SAID LOT 3; THENCE NORTH 00°12'51" WEST, ALONG LAST SAID LINE, 738.40 FEET TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE SOUTH 89°27'31" WEST, ALONG LAST SAID LINE AND THE SOUTHERLY LINE OF SAID LOT 15, A DISTANCE OF 2504.29 FEET TO THE WESTERLY LINE OF SAID LOT 15; THENCE NORTH 12°10'55" WEST, ALONG LAST SAID LINE, 576.00 FEET; THENCE NORTH 12°31'32" WEST, CONTINUING ALONG LAST SAID LINE, 310.55 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GOLD STAR FAMILY PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE ARC OF A CURVE LEADING SOUTHEASTERLY THENCE SOUTHEASTERLY, SOUTHERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1477.00 FEET, AN ARC DISTANCE OF 1675.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°15'00" EAST, 1587.41 FEET; COURSE NO. 2: SOUTH 07°45'20" EAST, 30.00 FEET; COURSE NO. 3: NORTH 82°14'40" EAST, 4150.33 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 4: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5655.00 FEET, AN ARC DISTANCE OF 1349.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°04'56" EAST, 1346.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: SOUTH 84°04'49" EAST, 860 FEET, MORE OR LESS, TO THE CENTERLINE OF HOUSTON CREEK; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF HOUSTON CREEK, A DISTANCE OF 6635 FEET, MORE OR LESS, TO THE AFORESAID SOUTHERLY LINE OF LOT 3; THENCE NORTH 89°06'10" WEST, ALONG LAST SAID LINE, 805 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B

A PORTION OF LOTS 4 AND 15 OF THE SUBDIVISION OF PART OF THE DAVID O. OGILVIE ESTATE, RECORDED IN PLAT BOOK 6, PAGE 70 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND A PORTION OF THE CHARLES SETON GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 26 EAST OF SAID DUVAL COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF LOT 5, OF SAID SUBDIVISION OF PART OF THE DAVID O. OGILVIE ESTATE, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16349, PAGE 1686 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°15'10" EAST, ALONG SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16349, PAGE 1686, A DISTANCE OF 519.38 FEET TO THE NORTHEASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 32°53'39" EAST, ALONG LAST SAID LINE, 401.82 FEET; THENCE SOUTH 30°35'53" WEST, 502.32 FEET; THENCE SOUTH 12°23'46" WEST, 2069.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GOLD STAR FAMILY PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, NORTHERLY, SOUTHERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWELVE (12) COURSES AND DISTANCES: COURSE NO. 1: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5805.00 FEET, AN ARC DISTANCE OF 1267.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°29'50" WEST, 1264.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 82°14'40" WEST, 2673.12 FEET; COURSE NO. 3: NORTH 10°51'23" EAST, 20.06 FEET; COURSE NO. 4: NORTH 00°00'00" EAST, 68.00 FEET; COURSE NO. 5: NORTH 09°27'45" WEST, 60.83 FEET; COURSE NO. 6: NORTH 03°08'42" EAST, 84.33 FEET; COURSE NO. 7: SOUTH 82°14'40" WEST, 428.79 FEET; COURSE NO. 8: SOUTH 07°45'20" EAST, 230.00 FEET; COURSE NO. 9: SOUTH 82°14'40" WEST, 1078.14 FEET; COURSE NO. 10: SOUTH 07°45'20" EAST, 30.00 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 11: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1387 FEET, AN ARC DISTANCE OF 2008.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°16'13" WEST, 1837.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 12: THENCE NORTH 12°31'38" WEST, 2588.25 FEET TO THE NORTHERLY LINE OF SAID LOT 15; THENCE SOUTH 89°15'10" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 7418.54 FEET TO THE POINT OF BEGINNING.

SCHEDULE 2

LAURENS RETAINED PARCEL LEGAL DESCRIPTION

A PORTION OF THE CHARLES SETON GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 5, AS SHOWN ON THE PLAT OF SUBDIVISION OF PART OF THE DAVID O. OGILVIE ESTATE, AS RECORDED IN PLAT BOOK 6, PAGE 70, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16349, PAGE 1686 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°15'10" EAST, ALONG SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16349, PAGE 1686, A DISTANCE OF 519.38 FEET TO THE NORTHEASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 32°53'39" EAST, ALONG LAST SAID LINE, 401.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°35'53" WEST, 502.32 FEET; THENCE SOUTH 12°23'46" WEST, 2069.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GOLD STAR FAMILY PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5805.00 FEET, AN ARC DISTANCE OF 118.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°39'55" EAST, 118.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°04'49" EAST, CONTINUING ALONG LAST SAID LINE, 200.90 FEET, TO THE SOUTHWEST CORNER OF THOSE LANDS DESIGNATED PARCEL NO. 103.1 PART 'C', DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18636, PAGE 479 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHL Y, NORTHWESTERLY, EASTERLY, SOUTHWESTERLY, WESTERLY AND SOUTHERLY, ALONG THE WESTERLY NORTHERLY AND EASTERLY LINES OF SAID PARCEL 103.1, PART 'C', RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1: NORTH 05°55'11" EAST, 278.29 FEET; COURSE NO. 2: NORTH 08°44'46" EAST, 47.45 FEET; COURSE NO. 3: NORTH 14°02'11" WEST, 44.62 FEET; COURSE NO. 4: NORTH 25°12'04" WEST, 67.77 FEET; COURSE NO. 5: SOUTH 84°04'49" EAST, 529.26 FEET; COURSE NO. 6: SOUTH 24°03'12" WEST, 237.74 FEET; COURSE NO. 7: SOUTH 49°56'32" WEST, 142.72 FEET; COURSE NO. 8: NORTH 84°04'49" WEST, 119.79 FEET; COURSE NO. 9: SOUTH 05°55'07" WEST, 97.08 FEET, TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF GOLD STAR FAMILY PARKWAY; THENCE SOUTH 84°04'49" EAST, ALONG LAST SAID LINE, 535 FEET, MORE OR LESS, TO THE CENTERLINE OF HOUSTON CREEK; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE MEANDERINGS OF SAID HOUSTON CREEK, A DISTANCE OF 1475 FEET, MORE OR LESS, TO AFORESAID NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16349, PAGE 1686; THENCE NORTH 32°53'39" WEST, ALONG LAST SAID LINE, 1915 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SCHEDULE 3

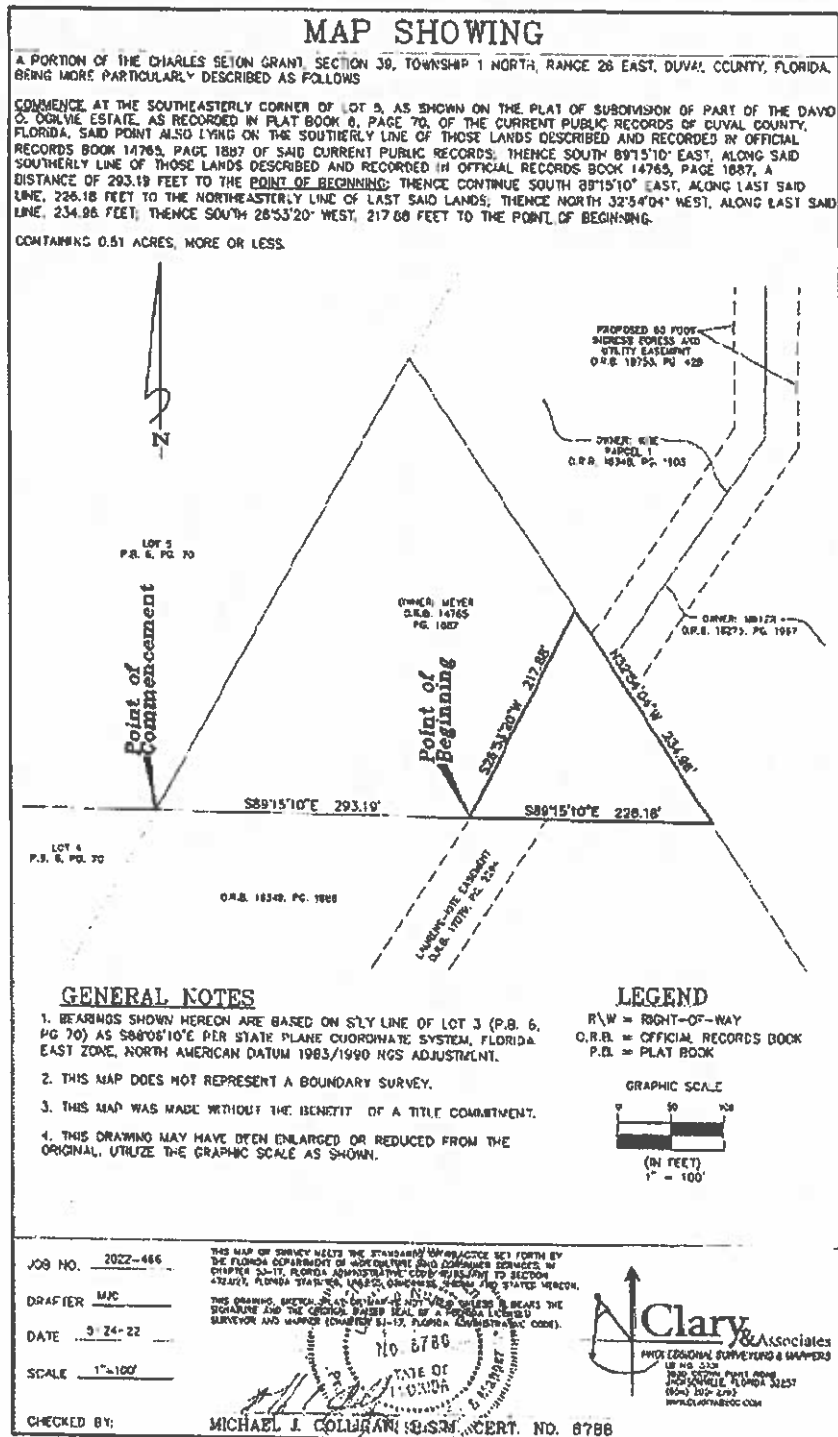
MILLER PROPERTY LEGAL DESCRIPTIONParcel No. 4

That certain piece, parcel or tract of land lying and being a part of Lot 5, Subdivision of part of David O. Ogilvie Estate lying in the Charles Seton Grant, Section 39, Township 1 North, Range 26 East, according to plat recorded in Plat Book 6, Page 70 of the current public records of Duval County, Florida. The aforementioned piece, parcel or tract of land also being a part of those certain lands described and recorded in Official Records Book 8536, Page 91 of the current public records of said county, and being more particularly described as follows:

For a Point of Commencement, Commence at the most Southeastern corner of the aforesaid Lot 5; thence North 88°09'13" West, along the Southerly line of said Lot 5, a distance of 535.00 feet to the Southeast corner of those certain lands described and recorded in Official Records Book 10353, Page 193 of the said current public records; thence North 01°46'31" East, along the East line of the last mention lands, a distance of 1186.42 feet; thence South 89°22'21" East, a distance of 1103.10 feet; thence South 01°46'31" West, a distance of 103.11 feet to the Point of Beginning; thence North 86°58'27" East, a distance of 742.85 feet; thence South 01°46'31" West, a distance of 386.63 feet; thence South 55°06'14" East, a distance of 309.05 feet; thence South 34°53'46" West, a distance of 1319.54 feet to a point situate at the intersection with the Northeasterly line of those certain lands described and recorded in Official Records Book 12080, Page 955 of the said current public records; thence North 31°48'13" West, along the last said Northeasterly line and the Northwesternly projection thereof, a distance of 765.21 feet; thence North 35°48'06" East, a distance of 259.38 feet; thence North 01°46'31" East, a distance of 745.98 feet to the Point of Beginning.

Containing 1,089,000.00 square feet and/or 25.00 acres more or less.

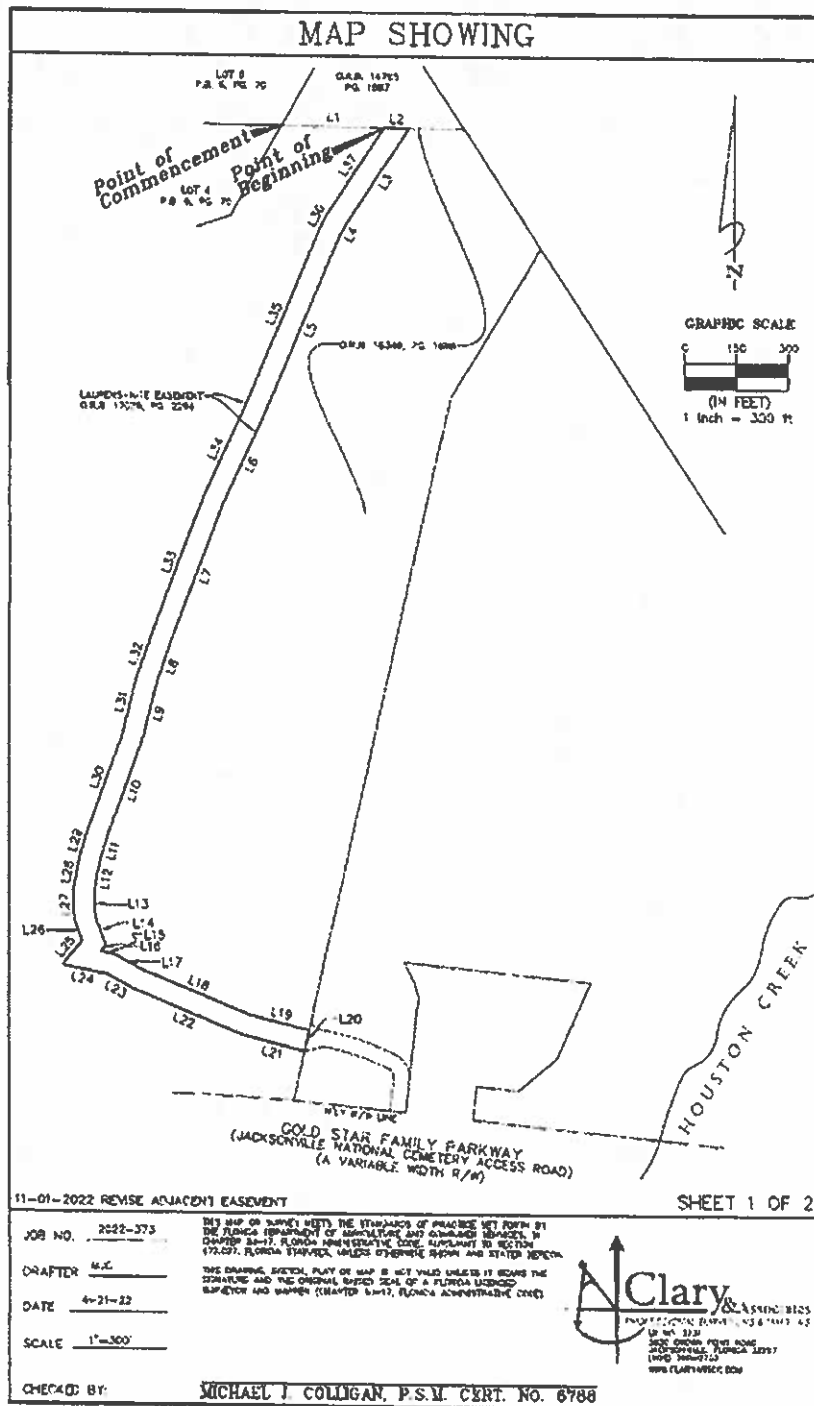
SCHEDULE 4

KITE-MILLER EASEMENT AREA LEGAL DESCRIPTION

Schedule 4

REVISED EXHIBIT "H"

TEMPORARY KITE ROAD EASEMENT LEGAL DESCRIPTION



Revised Exhibit "H"

MAP SHOWING

A PORTION OF THE CHARLES SETON GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEASTLY CORNER OF LOT 3, AS SHOWN ON THE PLAT OF SUBDIVISION OF PART OF THE DAVID O. OGLIVE ESTATE, AS RECORDED IN PLAT BOOK 6, PAGE 70, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18349, PAGE 1686 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°15'10" EAST, ALONG SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18349, PAGE 1686, A DISTANCE OF 437.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'10" EAST, ALONG LAST SAID LINE, 71.06 FEET TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED LAURENS-KITE EASEMENT, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17070, PAGE 2294 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHWESTERLY, SOUTHERLY, EASTERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SEVENTEEN COURSES AND DISTANCES: COURSE NO. 1: SOUTH 33°10'33" WEST, 327.41 FEET; COURSE NO. 2: SOUTH 27°32'03" WEST, 33.85 FEET; COURSE NO. 3: SOUTH 22°35'41" WEST, 570.68 FEET; COURSE NO. 4: SOUTH 24°40'34" WEST, 277.40 FEET; COURSE NO. 5: SOUTH 20°48'39" WEST, 432.07 FEET; COURSE NO. 6: SOUTH 19°24'06" WEST, 122.44 FEET; COURSE NO. 7: SOUTH 14°06'42" WEST, 167.11 FEET; COURSE NO. 8: SOUTH 20°14'23" WEST, 289.24 FEET; COURSE NO. 9: SOUTH 18°41'26" WEST, 86.94 FEET; COURSE NO. 10: SOUTH 10°28'37" WEST, 82.01 FEET; COURSE NO. 11: SOUTH 02°00'48" EAST, 71.40 FEET; COURSE NO. 12: SOUTH 20°08'11" EAST, 90.48 FEET; COURSE NO. 13: SOUTH 40°14'37" WEST, 22.10 FEET; COURSE NO. 14: SOUTH 78°17'11" EAST, 40.17 FEET; COURSE NO. 15: SOUTH 82°08'32" EAST, 91.13 FEET; COURSE NO. 16: SOUTH 68°03'26" EAST, 336.33 FEET; COURSE NO. 17: SOUTH 75°50'36" EAST, 176.54 FEET; THENCE SOUTH 12°23'45" WEST, 60.03 FEET TO THE WESTERLY LINE OF SAID LANDS DESIGNATED LAURENS-KITE EASEMENT; THENCE WESTERLY, NORTHWESTERLY, NORTHEASTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SEVENTEEN COURSES AND DISTANCES: COURSE NO. 1: NORTH 75°50'36" WEST, 182.46 FEET; COURSE NO. 2: NORTH 68°03'26" WEST, 343.51 FEET; COURSE NO. 3: NORTH 82°08'32" WEST, 85.73 FEET; COURSE NO. 4: NORTH 78°17'11" WEST, 132.57 FEET; COURSE NO. 5: NORTH 40°14'37" EAST, 88.10 FEET; COURSE NO. 6: NORTH 20°08'11" WEST, 65.12 FEET; COURSE NO. 7: NORTH 02°00'48" WEST, 87.54 FEET; COURSE NO. 8: NORTH 10°28'37" EAST, 91.83 FEET; COURSE NO. 9: NORTH 18°41'26" EAST, 92.06 FEET; COURSE NO. 10: NORTH 20°14'23" EAST, 287.88 FEET; COURSE NO. 11: NORTH 14°06'42" EAST, 166.67 FEET; COURSE NO. 12: NORTH 19°24'06" EAST, 125.54 FEET; COURSE NO. 13: NORTH 20°48'39" EAST, 434.83 FEET; COURSE NO. 14: NORTH 24°40'34" EAST, 278.34 FEET; COURSE NO. 15: NORTH 22°35'41" EAST, 572.36 FEET; COURSE NO. 16: NORTH 27°32'03" EAST, 39.49 FEET; COURSE NO. 17: NORTH 33°10'33" EAST, 292.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.53 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°15'10"E	293.19'
L2	S89°15'10"E	71.06'
L3	S33°10'33"W	327.41'
L4	S27°32'03"W	33.85'
L5	S22°35'41"W	570.68'
L6	S24°40'34"W	277.40'
L7	S20°48'39"W	432.07'
L8	S19°24'06"W	122.44'
L9	S14°06'42"W	167.11'
L10	S20°14'23"W	289.24'
L11	S18°41'26"W	86.94'
L12	S10°28'37"W	82.01'
L13	S02°00'48"E	71.40'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	S20°08'11"E	90.48'
L15	S40°14'37"W	22.10'
L16	S78°17'11"E	40.17'
L17	S82°08'32"E	91.13'
L18	S68°03'26"E	336.33'
L19	S75°50'36"E	176.54'
L20	S12°23'46"W	60.03'
L21	N75°50'36"W	182.46'
L22	N68°03'26"W	343.51'
L23	N82°08'32"W	85.73'
L24	N78°17'11"W	132.57'
L25	N40°14'37"E	65.10'
L26	N20°08'11"W	65.12'

LINE TABLE		
LINE	BEARING	DISTANCE
L27	N02°00'48"W	87.54'
L28	N10°28'37"E	91.83'
L29	N18°41'26"E	92.06'
L30	N20°14'23"E	287.88'
L31	N14°06'42"E	166.67'
L32	N19°24'06"E	125.54'
L33	N20°48'39"E	434.83'
L34	N24°40'34"E	278.34'
L35	N22°35'41"E	572.36'
L36	N27°32'03"E	39.49'
L37	N33°10'33"E	292.08'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON SLY LINE OF LOT 3 (P.B. 6, PG 70) AS S89°15'10"E PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1993 NGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL UTILIZE THE GRAPHIC SCALE AS SHOWN.

LEGEND

- R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 NT = NON TANGENT
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK

11-01-2022 REVISE ADJACENT EASEMENT

SHEET 2 OF 2

JOB NO. 2022-373

DRAFTER WJC

DATE 4-21-22

SCALE 1"=300'

CHECKED BY:

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 171.227, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SHEET, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BESEED SEAL OF A FLORIDA LICENSED SURVEYOR AND HAPPEN (CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE).



MICHAEL J. COLLIGAN, P.S.M. CERT NO. 8788

EXHIBIT I

JA PROPCO-KITE ROAD EASEMENT LEGAL DESCRIPTION

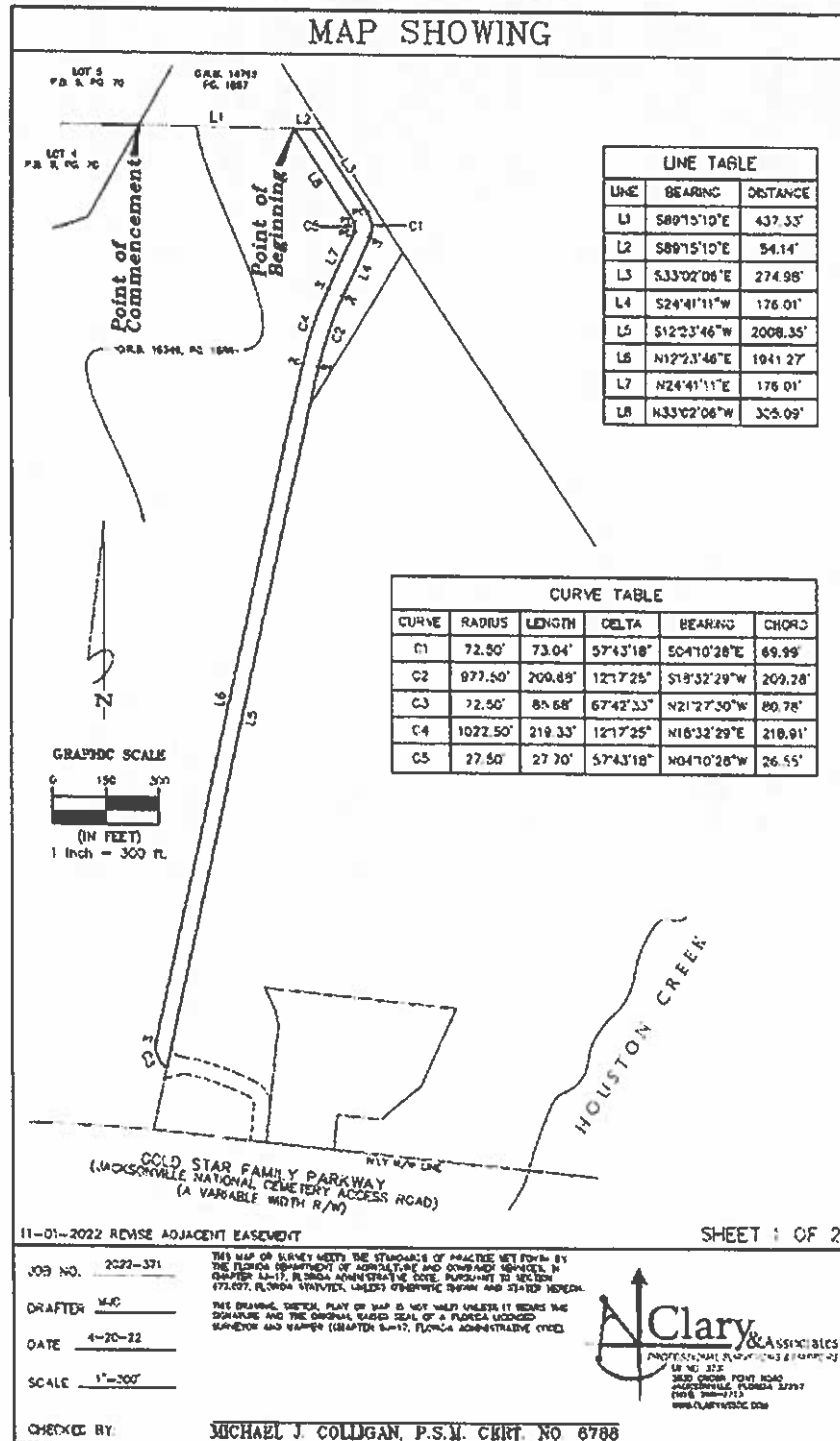


Exhibit I

MAP SHOWING

A PORTION OF THE CHARLES SETON GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 5, AS SHOWN ON THE PLAT OF SUBDIVISION OF PART OF THE DAVID O. OGILVIE ESTATE, AS RECORDED IN PLAT BOOK 6, PAGE 70, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16349, PAGE 1686 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°15'10" EAST, ALONG SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16349, PAGE 1686, A DISTANCE OF 437.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'10" EAST, ALONG SAID LINE, 54.14 FEET; THENCE SOUTH 33°02'06" EAST, 274.98 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 72.50 FEET, AN ARC DISTANCE OF 73.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°10'28" EAST, 69.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°41'11" WEST, 178.01 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 977.50 FEET, AN ARC DISTANCE OF 209.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°32'29" WEST, 209.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°23'46" WEST, 2009.35 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 72.55 FEET, AN ARC DISTANCE OF 83.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°27'30" WEST, 80.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°23'46" EAST, 1941.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1022.50 FEET, AN ARC DISTANCE OF 219.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°32'29" EAST, 218.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°41'11" EAST, 178.01 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.50 FEET, AN ARC DISTANCE OF 27.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°10'28" WEST, 26.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33°02'06" WEST, 305.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.81 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY LINE OF LOT 3 (P.B. 6, PG 70) AS S88°06'10"E PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

LEGEND

- R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 NT = NON TANGENT
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK

11-01-2022 REVISE ADJACENT EASEMENT

SHEET 2 OF 2

JOB NO. 2022-371

DRAFTER WJC

DATE 4-20-22

SCALE 1"=300'

CHECKED BY:

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 39-17, FLORIDA ADMINISTRATIVE CODE, PLAT/PLAT TO SECTION 173.03, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, DEED, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND NUMBER (CHAPTER 39-17, FLORIDA ADMINISTRATIVE CODE).

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6786



EXHIBIT J

LAURENS-KITE ROAD EASEMENT LEGAL DESCRIPTION

MAP SHOWING

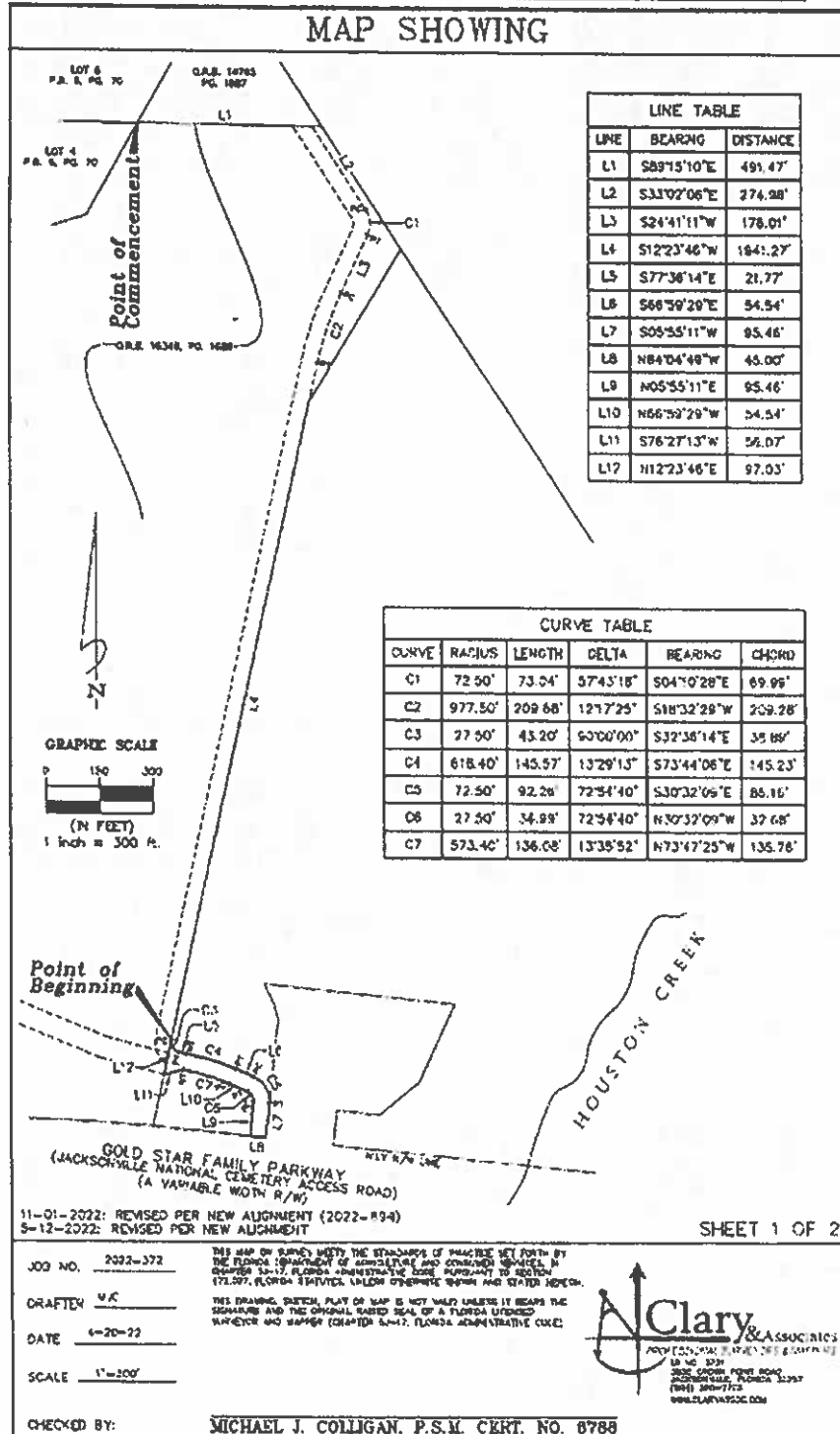


Exhibit J

MAP SHOWING

A PORTION OF THE CHARLES SETON GRANT, SECTION 38, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEASTLY CORNER OF LOT 3, AS SHOWN ON THE PLAT OF SUBDIVISION OF PART OF THE DAVID O. OGLIVE ESTATE, AS RECORDED IN PLAT BOOK 6, PAGE 70, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18349, PAGE 1686 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°15'10" EAST, ALONG SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18349, PAGE 1686, A DISTANCE OF 491.47 FEET, THENCE SOUTH 33°02'06" EAST, 274.98 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 72.50 FEET, AN ARC DISTANCE OF 73.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°10'28" EAST, 69.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 24°41'11" WEST, 178.01 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 977.50 FEET, AN ARC DISTANCE OF 209.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°32'29" WEST, 209.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 12°23'46" WEST, 1941.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 27.50 FEET, AN ARC DISTANCE OF 43.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°38'14" EAST, 38.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 77°38'14" EAST, 21.77 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 618.40 FEET, AN ARC DISTANCE OF 145.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°44'04" EAST, 145.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 66°59'24" EAST, 54.54 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 72.50 FEET, AN ARC DISTANCE OF 92.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°32'09" EAST, 88.16 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GOLD STAR FAMILY PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°55'11" WEST, ALONG LAST SAID LINE, 95.46 FEET, THENCE NORTH 84°04'49" WEST, CONTINUING ALONG LAST SAID LINE, 45.00 FEET, THENCE NORTH 05°55'11" EAST, 95.46 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 27.50 FEET, AN ARC DISTANCE OF 34.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°32'09" WEST, 32.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°59'29" WEST, 54.54 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 573.40 FEET, AN ARC DISTANCE OF 136.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°47'25" WEST, 135.76 FEET; THENCE SOUTH 76°27'13" WEST, 56.07 FEET; THENCE NORTH 12°23'46" EAST, 27.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,974 SQUARE FEET, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY LINE OF LOT 3 (P.B. 6, PG 70) AS 888°06'10"E PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

LEGEND

- R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 NT = NON TANGENT
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK

11-0'-2022: REVISED PER NEW ALIGNMENT (2022-894)
 5-12-2022: REVISED PER NEW ALIGNMENT

SHEET 2 OF 2

JOB NO. 2022-372

DRAFTED: MJC

DATE: 4-20-22

SCALE: 1"=300'

CHECKED BY:

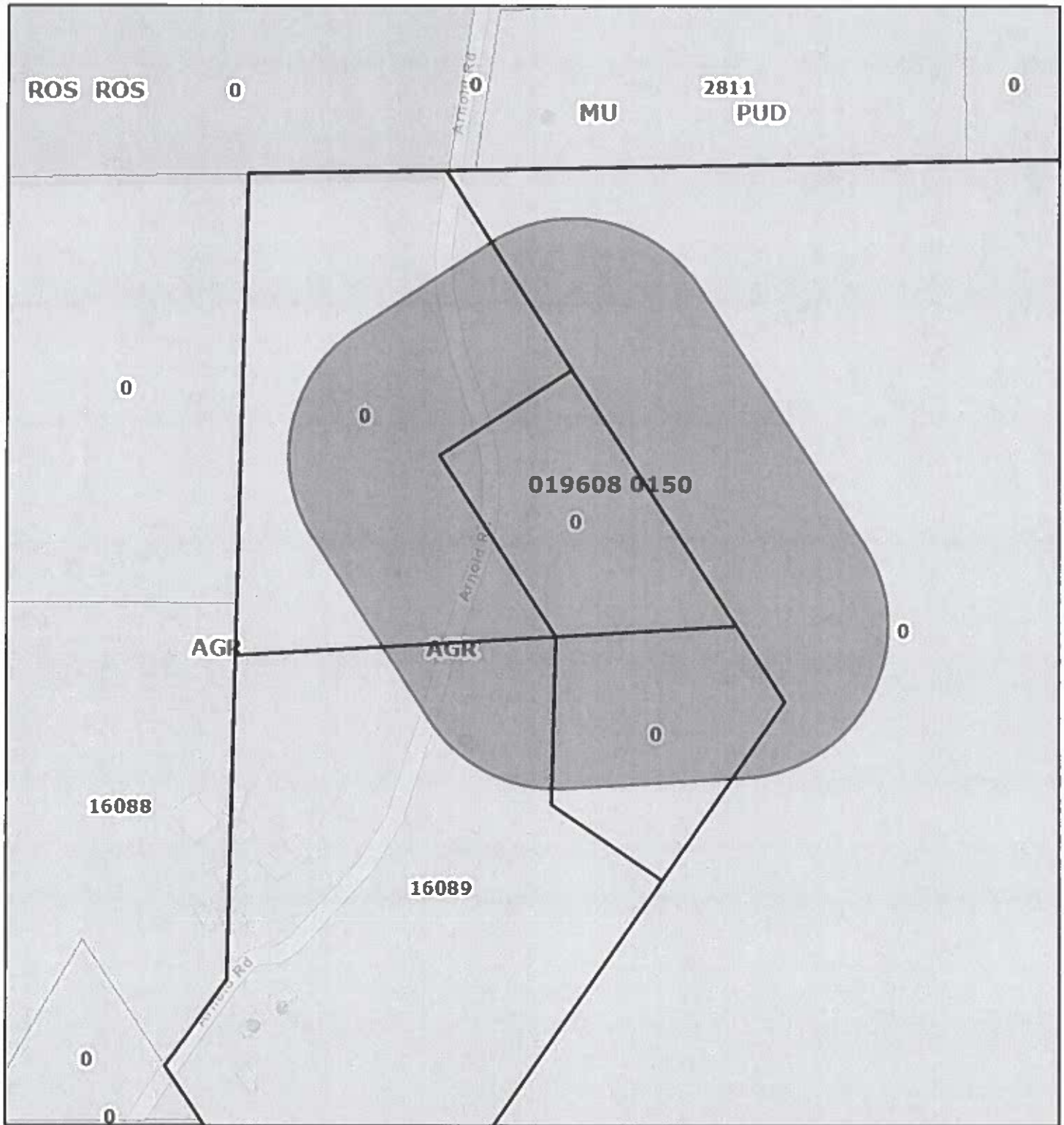
THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 12-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.527, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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MICHAEL J. COLLIGAN, P.S.M. CKRT. NO. 6788

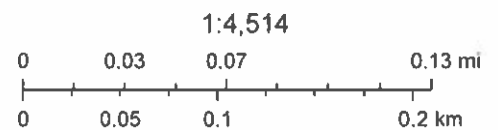


16088 Kathy Kite RD Land Development Review



December 15, 2023

-  Parcels
-  Address Points
- Height Restriction Zones
-  HORIZONTAL SURFACE ELEV 150'
-  Land Use
-  Panel Index
-  Zoning



Esri Community Maps Contributors, City of Jacksonville, FDEP, OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

	A	B	C	D	E	F	G	H	I
1	RE	LNAME	LNAME2	MAIL_ADDR1	MAIL_ADD	MAIL_ADD	MAIL_CITY	MAI	MAIL_ZIP
2	019608 0050	BHK CAPITAL AR LLC		4710 CATTAIL LAGOON WAY			PONTE VEDRA B FL	FL	32082
3	019620 2100	MILLER SANDRA		16089 KITE RD			JACKSONVILLE	FL	32218
4		THE EDEN GROUP INC.	DICK BERRY						
5		NORTH CPAC	DR. DONALD GREEN	2940 CAPTIVA BLUFF RD S			JACKSONVILLE	FL	32226

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