City of Jacksonville Beach

Agenda

Planning Commission

11 North Third Street
Jacksonville Beach, Florida

Monday, June 12, 2023 | **7:00 PM** | **Council Chambers**

MEMORANDUM TO:

Members of the Planning Commission
City of Jacksonville Beach, Florida

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the Planning Commission.

CALL TO ORDER

ROLL CALL

Margo Moehring (Chair), Colleen White (Vice-Chair), Dave Dahl, Justin Lerman, Nicholas Andrews
Alternates: Justin Henderson, Debbie Cole

APPROVAL OF MINUTES

A. Regular Planning Commission meeting minutes for May 22, 2023

B. Joint Board Workshop held on May 31, 2023

CORRESPONDENCE

DISCLOSURE OF EX-PARTE COMMUNICATIONS

OLD BUSINESS

NEW BUSINESS

A.

PC#	01-23
ADDRESS:	1147 1st Avenue South
OWNER:	1147, LLC.
APPLICANT:	Beaches Emergency Assistance Ministry (BEAM)

SUMMARY OF APPLICATION: **Rezoning Application to Rezone existing Industrial Light: I-1 properties to Planned Unit Development (PUD),** to allow for the addition of retail trade establishments as a permitted use, in addition to the current permitted and conditional uses established in the I-1 zoning district, allowing for the continued operation and expansion of an existing thrift store (BEAM). The properties are located at 1110 Shetter Avenue RE#177311-0000, and 1147 1st Avenue South RE#177311-1000

PLANNING DEPARTMENT REPORT

A. The next meeting is scheduled for Monday, June 26, 2023. There is one scheduled case.

ADJOURNMENT

NOTICE

Information concerning the hearing process is available online at www.jacksonvillebeach.org/publichearinginfo and a copy is also posted in the City Hall first floor display case. In accordance with Section 286.0114, Florida Statutes, any member of the public can attend the public hearing and can be heard on any matter presented before the Commission. Anyone who wishes to provide live public comment should complete a "Speaker Request Card" and submit it to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience. Speakers will be called to address the Commission when specified items are under consideration and will be limited to a maximum of three minutes or less, at the discretion of the presiding officer.

Alternatively, written public comment can be submitted in advance and must include the following: (1) First Name, (2) Last Name, (3) Address, (4) Public Hearing Date, (5) Case Number, and (6) Comments. Written public comments may be submitted by one of the following options: (1) Email to planning@jaxbchfl.net, (2) Postal mail to Planning and Development, Planning Commission - Public Comment, 11 3rd Street North, Jacksonville Beach, FL 32250, or (3) Drop off in-person to Planning and Development at City Hall. Written comments that include all required information and are received 24 hours in advance of the meeting will be distributed to the Commission and attached to the related agenda item before the start of the meeting. All comments received are public record.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299 no later than one business day before the meeting.

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Minutes of Planning Commission Meeting
held Monday, May 22, 2023, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida

CALL TO ORDER:
The meeting was called to order at 7:00 P.M. by Chair Margo Moehring.

ROLL CALL:

Chairperson:	Margo Moehring		
Vice-Chairperson:	Colleen White		
Board Members:	David Dahl	Justin Lerman	Nicholas Andrews
Alternates:	Justin Henderson	Debbie Cole	

Senior Planner Christian Popoli and Administrative Assistant Callie Rayeski-Bowling were also present.

APPROVAL OF MINUTES:
It was moved by Ms. White, seconded by Mr. Dahl, and passed unanimously to approve the following minutes:

- Regular Planning Commission Meeting held on May 8, 2023

CORRESPONDENCE:
Mr. Popoli stated there was one email on the dais.

DISCLOSURE - EX PARTE COMMUNICATION:
No Board Member had ex-parte communication.

OLD BUSINESS: None

NEW BUSINESS:

(A) PC# 09-23 Conditional Use Application

Owner/ Applicant: Team Adeeb INC
Scott Adeeb
1850 N. Main Street
Jacksonville, FL 32206

Agent: Scott Adeeb
1507 Kings Road
Neptune Beach, Florida 32266

Location: 1618 Penman Road

Conditional Use approval for a new restaurant, bar and brewery with outdoor seating for a property located in the Commercial Limited: C-1 zoning district, pursuant to Section 34-342(d)(19) and Section 34-342(d)(20) of the Jacksonville Beach Land Development Code. The property is located at 1618 Penman Road (Formerly Terry's Country Store).

Staff Report:
Mr. Popoli summarized the following report for the record:

DRAFT

The proposed outside seating is in conjunction with a new restaurant and microbrewery at the location of the former Terry's County Story at 1618 Penman Road. The former Terry's site includes the existing building, which will be renovated, and the associated parking lot, as well as the adjacent vacant lot to the south. The applicant is proposing a complete renovation of the existing structure, which will include the addition of the microbrewery, as well as full restaurant service and outside seating, as noted on the provided renderings.

The intent is to take the existing overhangs and recessed areas in the front of the structure adjacent to the existing main entrance and convert this area to outside seating. Although there is an intent to add additional openings on the front with roll-up walls, the LDC does not define this outside seating so long as it can be fully enclosed. Additionally, the site will be brought up to current LDC standards with landscaping and a compatibility buffer to the rear of the property adjacent to existing single-family residential uses.

Adjacent property uses include professional offices to the north, a private school to the south, single-family residential dwellings to the west, and a commercial retail fuel station and convenience store to the east. Additionally, to the south across Penman Road is Cinotti's Bakery, with outside seating. Approval of conditional use for a proposed outdoor restaurant area for a new restaurant should not negatively impact adjacent properties. The applicant will construct a compatibility buffer to the rear (west) adjacent to the existing single-family dwellings, and all outside seating will be on the east side of the building, facing Penman Road and not facing any residential structures. This is consistent with other existing restaurants' outside seating areas along Penman Road.

Based on the provided application and analysis stated in this report, the Planning and Development Department recommends Approval of PC# 09-23.

Applicant:
Scott Adeeb, 1507 Kings Road, Neptune Beach, provided background information on the item.

Public Hearing:
The following submitted an email [on file] in support of the application:

- Mike and Doodles Inc., DBA: Cinotti’s Bakery, Jacksonville Beach

Chair Moehring closed the public hearing.

Motion: It was moved by Ms. White, seconded by Mr. Lerman, to approve #PC 09-23.

Roll Call Vote: Ayes – David Dahl, Nicholas Andrews, Colleen White, Justin Lerman, and Margo Moehring.

The application was unanimously approved.

PLANNING DEPARTMENT REPORT:
The next scheduled meeting is Monday, June 12, 2023. There is one scheduled case.

Mr. Popoli noted the Joint Planning Commission, Board of Adjustment, and Community Redevelopment Agency Board workshop on the Land Development Code and Comprehensive Plan update would be held Wednesday, May 31, at 6:00 p.m., in Council Chambers.

DRAFT

Mr. Popoli announced a new Planner was hired.

ADJOURNMENT:
There being no further business, the meeting adjourned at 7:13 P.M.

Submitted by: Callie Rayeski-Bowling
Administrative Assistant

These minutes were reviewed by Planning & Development.

Approval:

_____
Chairperson

_____
Date

DRAFT

Minutes of Joint Boards Workshop
held Wednesday, May 31, 2023, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida

The Council Workshop began at 6:01 P.M.

The following Board Members were in attendance:

Board of Adjustment:

Chairperson:	Alexi Gonzalez		
Vice-Chairperson:	Owen Curley (absent)		
Board Members:	John Moreland	Jeff Truhlar (absent)	Todd Smith (absent)
Alternates:	Jennifer Williams (absent)	Matt Metz	

Planning Commission:

Chairperson:	Margo Moehring		
Vice-Chair:	Colleen White		
Board Members:	David Dahl (absent)	Nicholas Andrews	Justin Lerman
Alternate:	Justin Henderson (absent)	Debbie Cole	

Community Redevelopment Agency:

Chairperson:	Art Graham (absent)	
Board Members:	Frances Povloski (absent)	Jeffrey Jones
	David McGraw (absent)	Gary Paetau

Also present were Director of Planning and Development Heather Ireland, Senior Planner Christian Popoli, and Blair Knighting of Kimley-Horn and Associates, Inc.

Purpose of Workshop

The purpose of this workshop was to gain insight into the general, overarching view of the City of Jacksonville Beach's Land Development Code (LDC), Comprehensive Plan, and vision for the future of the City and allow a broad range of public input and include multiple ways for opinions to be heard.

Director of Planning and Development Heather Ireland introduced Senior Planner Christian Popoli and Planner Danevsky Joseph. Ms. Ireland spoke about the City's vision and mission statements and stated the City was updating the Comprehensive Plan and LDC.

Blair Knighting of Kimley-Horn and Associates, Inc., presented a PowerPoint [on file] highlighting the following topics:

- Project Timeline
- Phase I Workshops Recap
- City Council LDC Workshop Recap
- Proposed Comprehensive Plan Changes
- Proposed Land Development Code Changes

Conversations ensued regarding the highlighted topics of the workshop.

The Board Members and other attendees were invited to review and comment on public informational displays.

The workshop adjourned at 7:37 P.M.

DRAFT

Submitted by: Lauren Loria
Administrative Assistant

Approval:

_____
Alexi Gonzalez, Chairperson
Board of Adjustment

Date: _____

_____
Margo Moehring, Chairperson
Planning Commission

Date: _____

_____
Art Graham, Chairperson
Community Redevelopment Agency

Date: _____

DRAFT

PLANNING COMMISSION AGENDA ITEM	
TO:	Planning Commission Members
FROM:	Christian Popoli, Senior Planner
DATE:	05/31/2023
SUBJECT:	June 12, 2023 Planning Commission Staff Report

The following information is provided for your consideration for the following agenda item for the upcoming Monday, June 12, 2023 Planning Commission Meeting.

NEW BUSINESS:

PC#01-23 Planned Unit Development District: PUD Rezoning Application - BEAM PUD. 1120 Shetter Avenue & 1147 S. 1st Ave.

OWNER:

1110 Shetter Ave.
BLACKBURN MICHAEL J
PO BOX 3614
PONTE VEDRA BEACH, FL 32004

1147 S. 1st Ave.
1147 LLC
3646 CROSSVIEW DR
JACKSONVILLE, FL 32224

APPLICANT: Beaches Emergency Assistance Ministry (BEAM)
850 S. 6th Avenue,
Jacksonville Beach, 32250

AGENT: Hunter Faulkner, Esq.
1 Independence Drive, Suite 1400
Jacksonville, FL 32202

LOCATION: 1120 Shetter Avenue & 1147 S. 1st Ave.

REQUEST: **Rezoning Application** for a Planned Unit Development: PUD for property located at 1110 Shetter Avenue & 1147 S. 1st Ave. for the proposed expansion of the BEAM thrift retail business.

COMMENTS: In December of 2022, staff met with the owners of the existing BEAM thrift store located on Shetter Avenue. The owners were seeking to expand the thrift retail operation from the rear of their existing structure at 1110 Shetter Ave, to another structure located at 1147 S. 1st Ave, which is the structure immediately to the

AGENDA ITEM: A.
MEETING DATE: June 12, 2023

south of 1110. Upon discussion with the owners, it was noted that both the current location and that of the proposed expansion area were in the I-1 zoning district. General retail sales is not currently a permitted use in this zoning district. It was suggested as an option that they pursue a rezoning to both change the current business from a nonconforming use to conforming, and additionally provide the same opportunity for the new property to the south at 1147 S 1st Ave, while also allowing some flexibility with regards to parking and paving materials.

Both properties were previously developed as commercial and/or industrial structures with improved parking. The I-1 zoning district allows for a number of both light industrial and warehousing uses, with some subordinate sales, in association with certain uses, such as industrial baking operations. It does not, however, allow for retail sales as a stand-alone use. The intent of the PUD is to retain all the existing I-1 uses, as the BEAM organization is leasing the structures and does not wish to have a negative impact on the long term viability of these properties by reducing the potential uses they are currently entitled to in the I-1 zoning district list of permitted and conditional uses. Additionally, although the structures each have a paved parking area, the property at 1110 Shetter does not meet the retail sales requirements for parking.

The applicant is proposing to have the industrial standards for parking uses applied to the proposed new PUD. This would reduce the required parking number to the point that the existing parking on 1110 Shetter would be adequate. However, the 1147 S. 1st Avenue property also includes a large gravel parking area in addition to the required paved parking, and the site plan notes this. In essence, the proposed PUD would allow for this to serve as overflow parking if needed, and also addresses the necessary additional parking needed for 1110 Shetter Avenue property. With the use of the overflow parking in the gravel area, the subject properties combined would well exceed the minimum parking standard, were they allowed by the PUD to utilize the gravel parking. Staff has no concerns with the proposed parking material of gravel for the overflow parking, as there will be more than adequate parking available,and each site will have adequate paved parking and required paved ADA spaces for each structure. Additionally the existing gravel area will meet the 20% open space requirement of the PUD Preliminary Development Plan criteria.

The BEAM organization has been operating out of the 1110 Shetter location for many years, and this proposed application would bring the existing business into compliance as well as allow for the expansion of the use to the new structure. Additionally, with the inclusion of the new structure in the PUD, the existing parking will be in compliance with the LDC. Additionally, the available overflow parking will alleviate any potential parking demand that exceeds what's currently there.

Based on the contents of the applicant and any supporting material contained in PC#01-23, staff Finds the proposed PUD rezoning request to be consistent with the Comprehensive Plan, as well as consistent with the criteria in section 34-211(c) 1 through 10, and Section 34-348(j)(3) as applicable to the PUD Preliminary Development Plan.

In accordance with Sec. 286.0105, Fla. Stat., any person who desires to appeal any decision made by the commission at this meeting will need a record of the proceedings. For such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

REZONING APPLICATION

PC NO. 01-23
AS/400# 22-100141
PC HEARING 6-12-23

This form is intended for use by persons applying for a change in the boundaries of a specific property or group of properties under the person or persons control. A rezoning is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a rezoning shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a $1,000.00 filing fee, as required by City Ordinance. A separate fee for advertising costs will be assessed accordingly.

APPLICANT INFORMATION

Land Owner's Name: 1147, LLC, a Florida limited liability company
Telephone: 904-813-1178
Mailing Address: 3646 Crossview Dr.
Jacksonville, FL 32224
Fax:
E-Mail: pmpm@comcast.net

Applicant Name: Beaches Emergency Assistance Ministry
Telephone: 904-241-2326
Mailing Address: 850 6th Ave. S.
Jacksonville Beach, FL 32250
Fax:
E-Mail: lori@jaxbeam.org

NOTE: Written authorization from the land owner is required if the applicant is not the owner.

Agent Name: Hunter Faulkner, Esq.
Telephone: 904-389-0050
Mailing Address: 1 Independent Dr., Suite 1400
Jacksonville, FL 32250
Fax:
E-Mail: hfaulkner@jimersonfirm.com

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

REZONING DATA

Street address of property and/or Real Estate Number: 177311-1000

Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): See attached

Current Zoning Classification: I-1
Future Land Use Map Designation: Light Industrial

Proposed Zoning Classification: PUD

REQUIRED INFORMATION	Attached? Yes	Attached? No
1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked;	✓	
2. An 8½" x11" vicinity map identifying the property proposed for amendment;	✓	
3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked;	✓	
4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC.	✓	

Applicant Signature: JM Richards
Date: 4/21/23

City of Jacksonville Beach Planning & Development
Attn: Heather Ireland
11 N. 3rd Street
Jacksonville Beach, FL 32250

RE: PUD Rezoning Application; 1147 1st Ave. S.,

Ms. Ireland,

This letter confirms that Hunter Faulkner of Jimerson Birr, P.A. and Charles E. Kennedy of Kennedy Civil Services shall serve as my authorized agents for the above-referenced Rezoning Application.

Please let me know if there are any questions.

Sincerely,

Teri A. Meyer, as Manager of 1147, LLC

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 21 day of April 2023, by Teri A. Meyer, as Manager of 1147, LLC, a Florida limited liability company, [ ] who is personally known to me or [✓] who has produced Drivers License as identification.

NOTARY PUBLIC

Notary Public State of Florida
Sarah Henry
My Commission
HH 184617
Exp.10/10/2025

22-100041

City of Jacksonville Beach Planning & Development
Attn: Heather Ireland
11 N. 3rd Street
Jacksonville Beach, FL 32250

RE: PUD Rezoning Application; 1147 1st Ave. S.,

Ms. Ireland,

This letter confirms that Hunter Faulkner of Jimerson Birr, P.A. and Charles E. Kennedy of Kennedy Civil Services shall serve as my authorized agents for the above-referenced Rezoning Application.

Please let me know if there are any questions.

Sincerely,

Teri A. Meyer, as Manager of 1147, LLC

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 21 day of April 2023, by Teri A. Meyer, as Manager of 1147, LLC, a Florida limited liability company, [ ] who is personally known to me or [✓] who has produced Drivers license as identification.

NOTARY PUBLIC

Notary Public State of Florida
Sarah Henry
My Commission
HH 184617
Exp.10/10/2025

City of Jacksonville Beach Planning & Development
Attn: Heather Ireland
11 N. 3rd Street
Jacksonville Beach, FL 32250

RE: PUD Rezoning Application; 1110 Shetter Ave.,

Ms. Ireland,

This letter confirms that Hunter Faulkner of Jimerson Birr, P.A. and Charles E. Kennedy of Kennedy Civil Services shall serve as my authorized agents for the above-referenced Rezoning Application.

Please let me know if there are any questions.

Sincerely,

Michael J. Blackburn

STATE OF FLORIDA
COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 26th day of April 2023, by Michael J. Blackburn, individually [ ] who is personally known to me or [✓] who has produced Florida Driver License as identification.

NOTARY PUBLIC

NICHOLAS P SUDIK
Notary Public - State of Florida
Commission # HH 145979
My Comm. Expires Jul 31, 2025

DIVISION OF CORPORATIONS

22-100141

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
1147, LLC

Filing Information

Document Number	L22000094076
FEI/EIN Number	88-2550960
Date Filed	02/17/2022
State	FL
Status	ACTIVE

Principal Address

3646 CROSSVIEW DRIVE
JACKSONVILLE, FL 32224

Mailing Address

3646 CROSSVIEW DRIVE
JACKSONVILLE, FL 32224

Registered Agent Name & Address

Meyer, Teri Ann
3646 CROSSVIEW DRIVE
JACKSONVILLE, FL 32224

Name Changed: 01/24/2023

Address Changed: 01/24/2023

Authorized Person(s) Detail

Name & Address

Title MGR

MEYER, TERI A
3646 CROSSVIEW DRIVE
JACKSONVILLE, FL 32224

Annual Reports

Report Year	Filed Date
2023	01/24/2023

Document Images

RECEIVED
22100141
APR 21 2023
PC 01-23
PLANNING & DEVELOPMENT

NARRATIVE DESCRIPTION
Beaches Emergency Assistance Ministry
Proposed Planned Unit Development
January 25, 2023

Teri A. Meyer, as Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999, is the owner of that certain real property located at 1147 1st Ave. S., Jacksonville Beach, FL 32250 (RE# 177311-1000), and Michael J. Blackburn is the owner of that certain real property located at 1110 Shetter Ave., Jacksonville Beach, FL 32250 (RE# 177311-0000). Teri A. Meyer, as Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999, and Michael J. Blackburn shall collectively be referred to herein as the "Owner". The above-described properties shall be referred to herein as the "Property". Beaches Emergency Assistance Ministry, Inc., a not-for-profit Florida corporation (the "Applicant") desires to operate a retail store on the Property. The following is a description of the proposed rezoning of the Property to Planned Unit Development ("PUD"). Also included is an explanation of why the proposed rezoning complies with the standards governing PUD rezonings in the Jacksonville Beach Land Development Code (the "Code").

INTRODUCTION

The Owner and the Applicant are proposing a rezoning of the Property from its current zoning designation of I-1 (Industrial) to PUD. In conjunction with the rezoning to PUD, the Owner and Applicant are proposing to maintain the current I-1 zoning restrictions along with the addition of other allowable uses at the Property.

Development Team

Owner:	Teri A. Meyer, as Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999 719 McCollum Cir. Neptune Beach, FL 32266 Michael J. Blackburn PO Box 3614 Ponte Vedra Beach, FL 32004
Applicant:	Beaches Emergency Assistance Ministry Attn: Lori Richards, Executive Director 850 6th Ave. S. Jacksonville Beach, FL 32250
Agent:	Hunter Faulkner, Esq. Jimerson Birr, P.A. 1 Independent Dr., Suite 1400 Jacksonville, FL 32202 Email: hfaulkner@jimersonfirm.com Phone: (904) 389-0050
Engineer	Charles E. Kennedy, P.E. Kennedy Civil Services 3731 Eagle Ridge Dr. Jacksonville, FL 32224

Current Future Land Use

Light Industrial ("LI") – 0.74 Acres

Proposed Future Land Use

Light Industrial ("LI") – 0.74 Acres

Current Zoning

Industrial ("I-1") – 0.74 Acres

Proposed Zoning

Planned Unit Development ("PUD") – 0.74 Acres

PLANNED UNIT DEVELOPMENT

The proposed PUD encompasses the entire Property and will maintain the same industrial uses as currently provided. There is no proposed new development on the Property, only minor modifications to parking as required to comply with the Code. Please note that parking on the property located at 1110 Shetter Ave., Jacksonville Beach, FL 32250 is substandard. The Code requires thirteen (13) parking spots, and the site only allows for nine (9) parking spots. The proposed PUD adopts standards and criteria from the I-1 zoning district, except as modified herein to permit the use of retail operations on the Property.

Use and Design Standards

(a) Permitted Uses:

1) Retail trade establishments as follows: used merchandise, furnishing and equipment stores, miscellaneous shopping goods, and miscellaneous retail goods.
2) Ornamental flora culture and nursery.
3) Veterinary Services for animal specialties and kennels; provided animals are housed in enclosed soundproof buildings.
4) Lawn, garden, and tree services.
5) Building contractors and subcontractors
6) Manufacturing establishments producing the following products: Bakery products, apparel, wood cabinets, newspaper printing and publishing, commercial printing, luggage, computer and office equipment, jewelry, and sign and specialty advertising.
7) Manufacturer's display rooms.
8) Boat building and repair.
9) General warehousing and storage.
10) Trucking and courier services.
11) Communications and utility services.
12) Wholesale trade establishments as follows: Motor vehicle supplies and parts, new; lumber and construction materials and other durable goods, except scrap and waste materials; paper and paper products, drugs, drug proprieties and druggists' sundries, apparel, piece goods and notions; beer, wine and distilled alcoholic beverages; and flowers, nursery stock and florist's supplies.
13) Financial Institutions, insurance, and real estate offices.

14) Business service establishments as follows: Advertising, business and consumer credit reporting and collections; mailing, reproduction, commercial art, photography, and stenography; building services, computer programming, data processing and other computer services, personnel supply, and recording studios. For recording studios, no noise from activities within the studio may be audible from off of the property containing the studio.
15) Automotive repair shops, service stations, and car washes.
16) Electrical repair; watch, clock, and jewelry repair; reupholstery and furniture repair; and miscellaneous repair shops and related services.
17) Business and professional offices as follows: Landscape architects; doctors, dentists, and miscellaneous health offices and clinics; and engineering, architecture, accounting, research, management and related services.
18) Government use.
19) Essential public services.
20) Recreational services.
21) Tour operations.
22) Mobile food dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 Mobile Food Dispensing Vehicles of Chapter 12 Food and Food Products of the Jacksonville Beach Land Development Code.

(b) Accessory Uses:

1) Any use customarily accessory to the permitted and conditional uses in the I-1 zoning district.

(c) Conditional Uses:

1) Cemeteries
2) Used motor vehicle parts, wholesale.
3) Processing and wholesale trade of scrap and waste materials, including junkyards, subject to Section 34-425(d).
4) Petroleum bulk stations and terminals wholesale.
5) Restaurants, except drive-ins.
6) Convenience stores.
7) Hotels and motels.
8) Wholesale trade – nondurable goods, excluding farm products, chemical and allied products, and petroleum products.
9) Educational services.
10) Outdoor restaurants.
11) Craft distillery.
12) Firearms manufacturing and retail sales.

(d) Dimensional Standards:

1) *Minimum lot area* – none
2) *Minimum lot width* – none.
3) *Minimum yards*:
    a. *Front yard* – Ten (10) feet.
    b. *Side yard* – Five (5) feet, except for a corner lot. On a corner lot, the side yard facing the corner shall be ten (10) feet.
    c. *Rear yard* – none.
4) *Floor area* – none.
5) *Maximum lot coverage* – Eighty-five percent (85%).

6) *Height* – Thirty-five (35) feet.

(e) *Off-street parking and loading standards*: The off-street parking and loading standards are the same as the off-street parking and loading standards for I-1 zoning districts found in Article III, Division 1.
(f) *Supplemental Standards*: The supplemental standards are the same as those supplemental standards for I-1 zoning districts found in Article VIII, Division 2.
(g) *Landscape standards*: The landscape standards are the same as those for I-1 zoning districts found in Article VIII, Division 3.
(h) *Sign standards*: The sign standards are the same as those for I-1 zoning districts found in Article VIII, Division 4.
(i) Environmental standards: The environmental standards are the same as those for I-1 zoning districts found in Article III, Division 5.
(j) Prohibited Use: The business of outdoor advertising.

PUD Review Standards

In accordance with Section 34-348(a) of the Code, "[t]he intent of the PUD zoning district designation is to permit such flexibility and provide performative criteria for PUD which:"

1) *Permits a creative approach to the development of the land;*

   The PUD adopts standards and criteria from the I-1 zoning district currently applicable to the Property. The PUD will further permit retail trade establishments as follows: used merchandise, furnishing and equipment stores, miscellaneous shopping goods, and miscellaneous retail goods. The PUD does not seek to change the current improvements on the property. Instead, the PUD simply seeks to allow for the additional retail use of the Property.

2) *Accomplishes a more desirable environment than would be possible through the strict application of the minimum standards of this Code;*

   Use of the PUD permits Owner and Applicant to continue its use of the Property as it is currently situated, but permits the use of the Property for the retail use as described herein. No physical changes to the Property are contemplated with this PUD.

3) *Provides for an efficient use of land; resulting in small networks of utilities and streets, thereby lowering development costs;*

   As provided herein, the site plan for the Property is not changing based on how it is currently situated. There will be no change to the existing streets and utilities.

4) *Enhances the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;*

   As provided herein, the site plan for the Property is not changing based on how it is currently situated. Utilities will remain the same. There are no recreation areas on the Property.

5) *Provides an opportunity for new approaches to ownership;*

   Not Applicable.

6) *Provides an environment of stable character compatible with the surrounding area; and*

Adjacent properties to the west, east, and north of the Property are all zoned I-1. The property to the south is zoned RM-1. The proposed PUD is compatible with, and appropriate for, the surrounding area.

7) *Retains property values.*

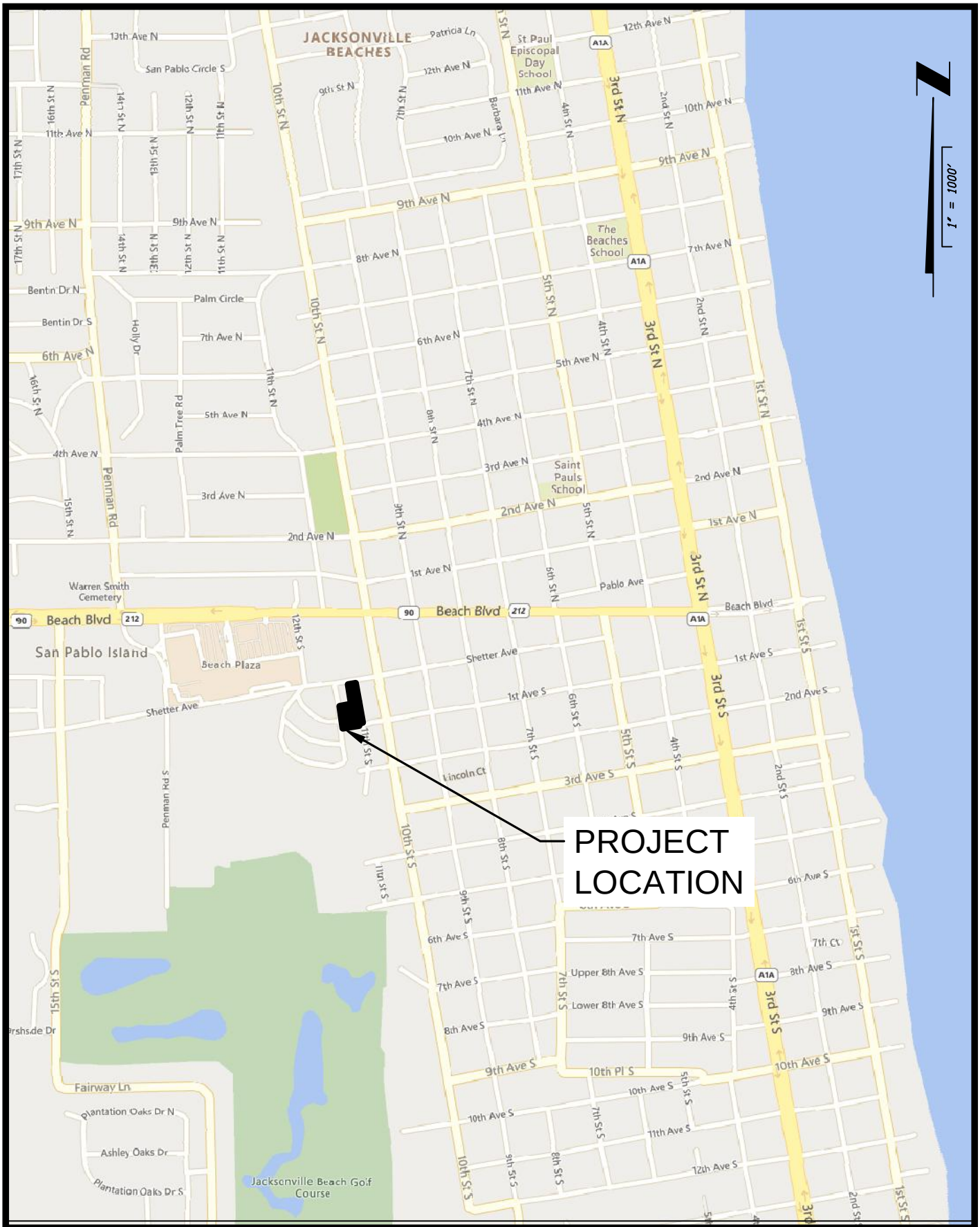
Property values should not be affected by the PUD. As provided herein, the site plan for the Property is not changing based on how it is currently situated. The PUD rezoning is being sought to include the retail use as described above.

Proposed Deviations from the Code

Parking: Section 34-377, nine (9) parking spaces on the 1110 Shetter Ave. parcel in lieu of thirteen (13) parking spaces required.

Conclusion – PUD Review Standards

Owner and Applicant have demonstrated that the PUD has been contemplated to keep with the objectives of the Code to fit within the characteristics of the surrounding properties. The proposed Rezoning Application adheres to



KENNEDY CIVIL SERVICES

Florida Registry 34764

VICINITY MAP

22-014	April 20, 2023

OWNER 1110 SHETTER AVE
BLACKBURN, MICHAEL J
PO BOX 3614
PONTE VEDRA BEACH, FL 32004

OWNER 1147 1ST AVE S
1147 LLC
3648 CROSSVIEW DR
JACKSONVILLE, FL 32224

CIVIL ENGINEER:
KENNEDY CIVIL SERVICES, INC.
3731 EAGLE RIDGE DR.
JACKSONVILLE, FL 32224
PHONE: (904) 683-1748

SURVEYOR:
KAYKAR CONSULTING, LLC
11566 DUNES WAY DR NORTH
JACKSONVILLE, FL 32225

REAL ESTATE NO.:
177311 0000 (1110 SHETTER AVE)
177311 1000 (1147 1ST AVE S)

WATER SUPPLY: C.O.J.B.

SEWER SUPPLY: C.O.J.B.

ELECTRICAL SERVICE: BEACHES ENERGY SERVICE

STORM WATER: PER EXISTING

FIRE PROTECTION: PER EXISTING

* SEE SITE TABULATION TABLES FOR ADDITIONAL SITE DATA AND INFORMATION

SITE TABULATION – 1110 SHETTER AVE

DESCRIPTION	AREA	PARKING RATIO	REQUIRED PARKING		PARKING PROVIDED	
			STANDARD	H/C	STANDARD	H/C
RETAIL	3,285 SF	1 SP / 250 SF	13	1	9	1
			TOTAL = 14		TOTAL = 10	

IMPERVIOUS:	77.5%	PERVIOUS:	22.5%
EXIST. BUILDING	3,285 S.F. (0.075 Ac.)	PERVIOUS AREA	2,029 S.F. (0.047 Ac.)
EXIST. PVMT & CONC.	3,686 S.F. (0.085 Ac.)		
TOTAL IMPERVIOUS:	6,971 S.F. (0.160 Ac.)	TOTAL SITE AREA:	9,000 S.F. (0.206 Ac.)
SETBACKS: *		ZONING:	PUD
FRONT	10 FT	MAX BUILDING HEIGHT: *	35-FT
SIDE	5 FT	MAX LOT COVERAGE: *	85%*
REAR	0 FT		

* SETBACKS, BUILDING HEIGHT, AND MAX LOT COVERAGE BASED UPON EXISTING I-1 ZONING.
REQUIRED PARKING RATIO BASED UPON RETAIL USE.

SITE TABULATION – 1147 1ST AVE S

DESCRIPTION	AREA	PARKING RATIO	REQUIRED PARKING		PARKING PROVIDED	
			STANDARD	H/C	STANDARD	H/C
RETAIL	4,478 SF	1 SP / 250 SF	17	1	17	1
			TOTAL = 18		TOTAL = 18	

IMPERVIOUS:	39.3%	PERVIOUS:	60.7%
EXIST. BUILDING	4,921 S.F. (0.113 Ac.)	PERVIOUS AREA	15,303 S.F. (0.351 Ac.)
EXIST. PVMT & CONC.	4,967 S.F. (0.114 Ac.)		
TOTAL IMPERVIOUS:	9,888 S.F. (0.227 Ac.)	TOTAL SITE AREA:	25,191 S.F. (0.578 Ac.)
SETBACKS: *		ZONING:	PUD
FRONT	10 FT	MAX BUILDING HEIGHT: *	35-FT
SIDE	5 FT	MAX LOT COVERAGE: *	85%*
REAR	0 FT		

* SETBACKS, BUILDING HEIGHT, AND MAX LOT COVERAGE BASED UPON EXISTING I-1 ZONING.
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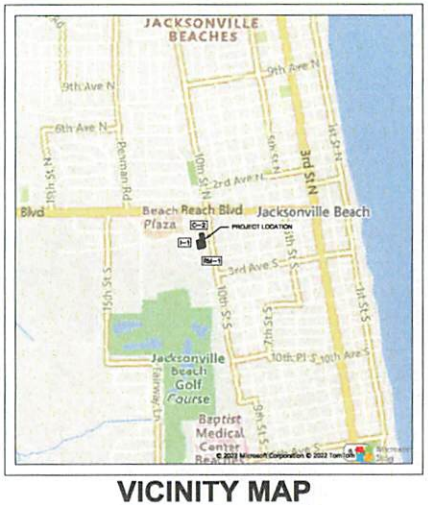
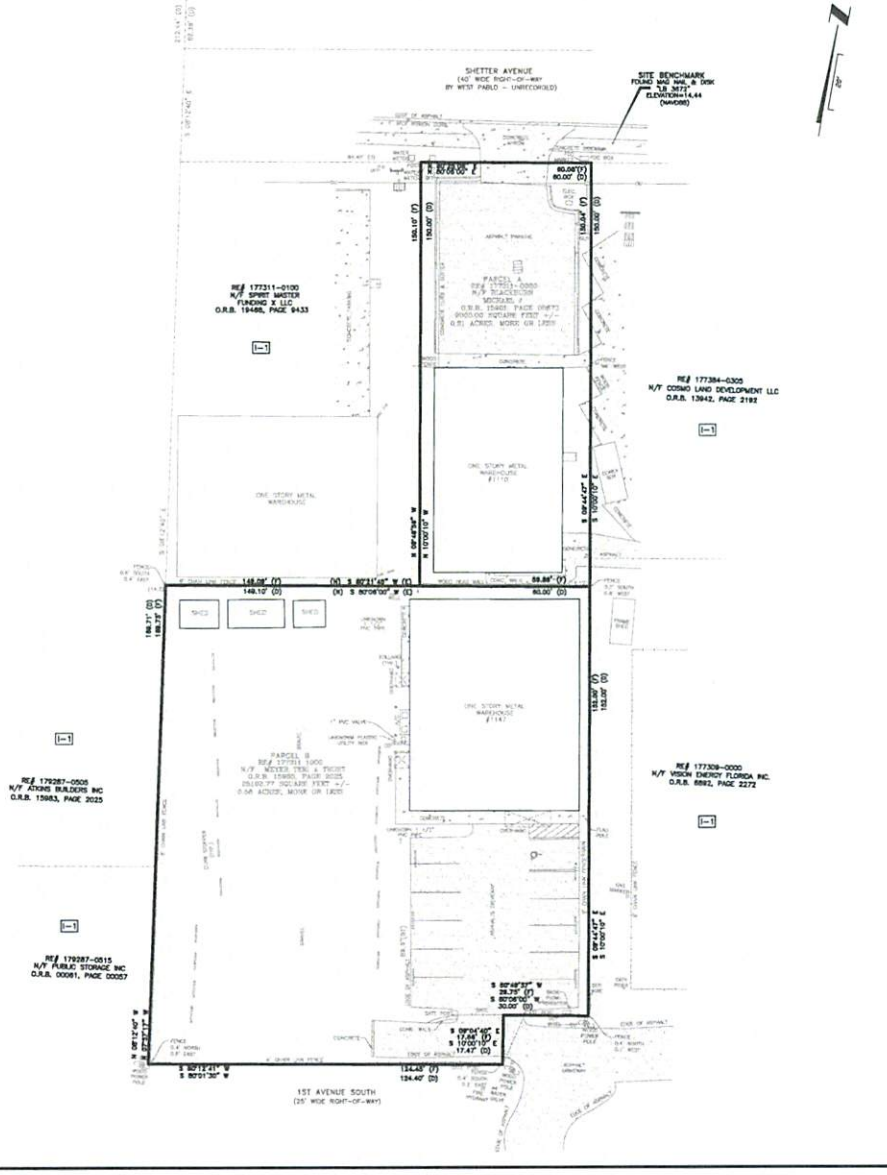


VICINITY MAP

N.T.S.



KENNEDY CIVIL SERVICES
12375 Shore Acres Drive, Jacksonville, Florida 32225
904.683.1748 | Charles.L.Kennedy@outlook.com
Florida Registry 34764

No.	Date	Revision	By

BEAM THRIFT STORE

JACKSONVILLE BEACH, FLORIDA
PREPARED FOR
BEAM

SITE PLAN

CHARLES L. KENNEDY
LICENSE
No. 81717
STATE OF FLORIDA
THE ITEM AND DATA WITH DIGITALLY SIGNED AND SEALED BY CHARLES L. KENNEDY ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.
Charles L. Kennedy, P.E., FLORIDA REG. #81717
Reg. Engineer

Project No.:	22-014
Date:	February 14, 2023
Scale:	1" = 20'
Sheet	1 OF 1

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Printed: Feb 14, 2023 - 4:19pm
Printed By: Nicole
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BLACKBURN, MICHAEL J
PO BOX 3614
PONTE VEDRA BEACH, FL 32004

OWNER 1147 1ST AVE S
1147 LLC
3648 CROSSVIEW DR
JACKSONVILLE, FL 32224

CIVIL ENGINEER:
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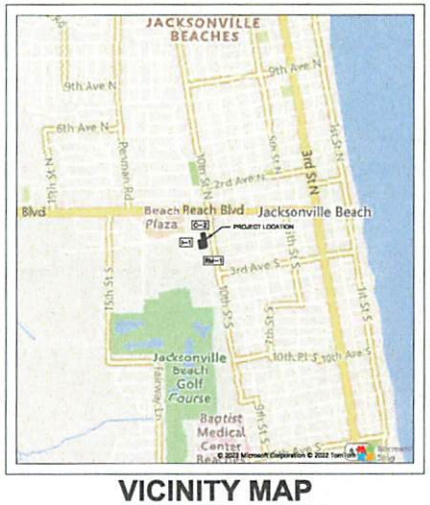
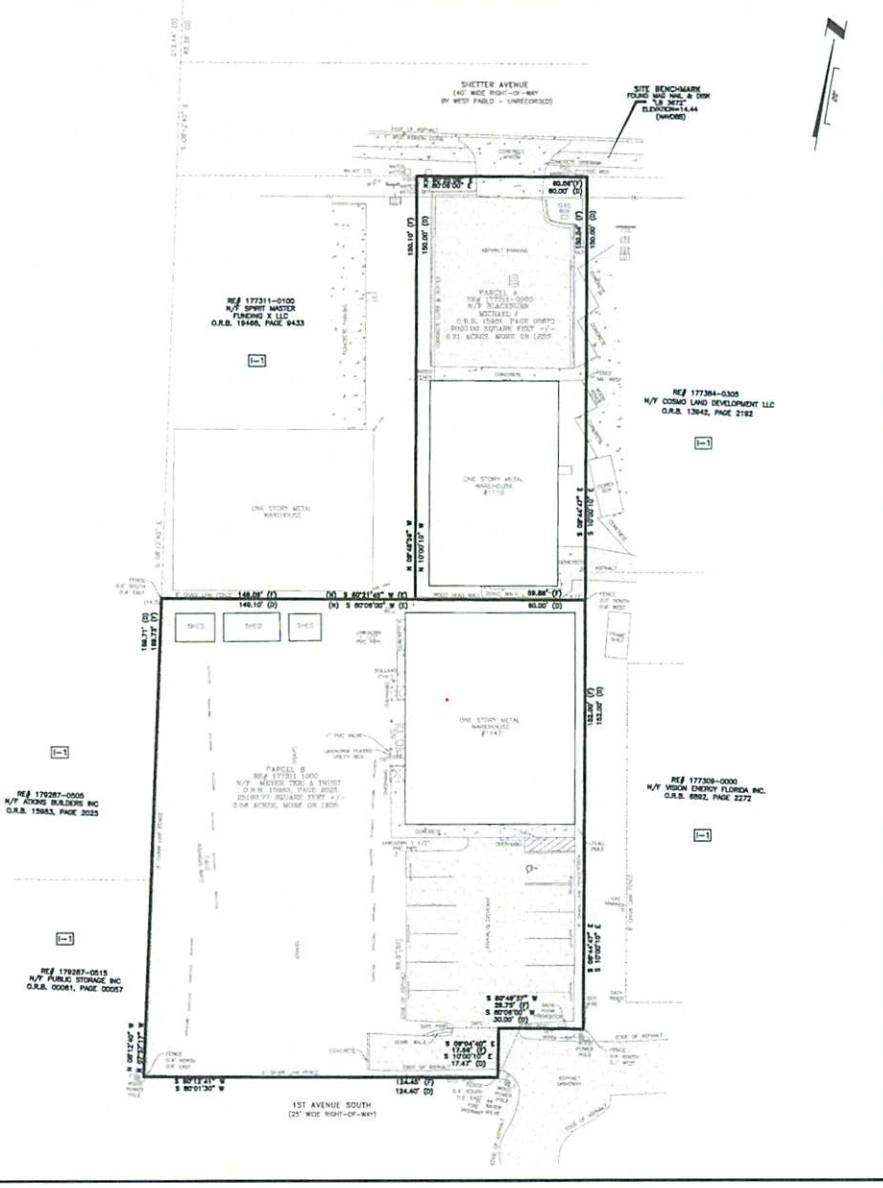


VICINITY MAP

N.T.S.



KENNEDY CIVIL SERVICES
12375 Shore Acres Drive, Jacksonville, Florida 32225
904.683.1748 chuck@kennedycivilservices.com
Florida Registry 34704

No.	Date	Revision	By

SITE PLAN

BEAM THRIFT STORE
JACKSONVILLE BEACH, FLORIDA
PREPARED FOR
BEAM

CHARLES E. KENNEDY
LICENSED
No. 81717
STATE OF FLORIDA
Reg. Engineer
P.E. REGISTERED 8/17/

Project No.: 22-014
Date: February 14, 2023
Scale: 1" = 20'
Sheet 1 OF 1

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Lease Agreement between Joe Blackburn (Landlord) and Beaches Emergency Assistance Ministry (Tenant) for 1110 Shetter Ave. , Jacksonville Beach, Florida

The landlord agrees to rent this property to the Tenant for $3,500 monthly. Beginning June 1, 2022, for a period of not less than 5 years. The Tenant will have an option to extend the lease. The tenant will give the Landlord written notice at least ninety (90) days prior to the end of the Primary Term if the Tenant does not intend to extend the lease. Rent increases will be negotiated by both parties and an amendment signed should this occur.

The landlord will pay property taxes and the landlords' own property and liability insurance. The Tenant will provide renters property insurance and liability insurance.

The Tenant is responsible for outside landscaping, mowing, and general maintenance.

The Tenant is responsible for HVAC repairs up to $500 and is responsible for changing filters and annual maintenance.

The Tenant is responsible for all utilities. Any trash removal not performed by the City of Jacksonville Beach is the Tenant's responsibility.

Tenant will seek approval from Landlord prior to making any leasehold improvements.

Landlord Printed Name Michael J. Blackburn

Landlord Signature _____ Date 05/17/2022

Tenant Printed Name Lori Richards, BEAM Exec. Director

Tenant Signature _____ Date 5/16/22

RECEIVED
PC 01-23
APR 21 2023
22-100141
PLANNING & DEVELOPMENT

DocuSign Envelope ID: CDA311F7-73EA-4FF3-9A10-C5031534DD51

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this 1st day of June, 2022, by and between 1147 LLC ("Landlord") and, Beaches Emergency Assistance Ministry, Inc. (dba Beam Thrift) ("Tenant") collectively referred to as "Parties" and individually as "Party" herein.

1. Premises. Landlord in consideration of the rents, covenants, and agreements contained herein and other valuable consideration and conditions, made and entered into on the part of Tenant to be paid, performed, and observed, does hereby demise and lease to Tenant, and Tenant does hereby rent and lease from Landlord a portion of that certain real property and building consisting of office/warehouse space, described in Exhibit "A", located at 1147 1st Avenue South, Jacksonville Beach, Florida (the "Premises"). In addition to the Premises, Landlord leases to Tenant the common areas of the building ("Building"), the three storage sheds, and all parking spaces located on the property. Landlord represents and warrants to Tenant that (a) Landlord holds fee simple title to the Premises, (b) to the best of Landlord's knowledge, the Premises, the Building, including any parking areas, and the Permitted Uses (as defined below) comply with all applicable laws, ordinances, rules, orders and regulations of federal, state, county and municipal authorities and with all directions of all public officers (collectively, "Requirements of Law"), including, without limitation, all applicable zoning requirements, and (c) the building, building systems (including plumbing, electricity, and HVAC), and common areas are in good condition and working order, subject to Exhibit "B". Tenant represents, warrants and acknowledges that Tenant has fully inspected the Premises, including the structure, any equipment and systems thereon and, except as otherwise expressly set forth herein, and Tenant accepts the transfer of the Premises and common areas in its "as is" condition, subject to Exhibit B". Neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business.

2. Permitted Uses. The Premises shall be used by Tenant for warehouse, storage, and office use in connection with a thrift store with donation reception and sorting area, general commercial office use or, with Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed, for any other use permitted by applicable zoning requirements (collectively "Permitted Uses").

3. Term. The Premises shall be delivered to Tenant, and the term of this Lease shall commence on June 1, 2022 (the "Effective Date") and continue up and through December 31, 2029 at 11:00 a.m. (EST) (the "Termination Date") (the "Term").

4. Renewal of Lease. Provided this Lease is in full force and effect and provided further that Tenant is not in default of any of the terms of this Lease beyond the expiration of all applicable notice, grace and cure periods, Tenant shall have options to renew. Tenant shall send written notice to Landlord no less than ninety (90) days prior to the expiration of this Lease of its intent to renegotiate and renew.

5. Rent during Build-Out period and after. Tenant shall pay to Landlord rent ("Rent") in the amount of Seven Hundred Twenty Six Thousand Three Hundred Seventy One and Forty One Cents ($726,371.40) in equal monthly installments as follows: beginning the Effective Date through December 31, 2022 in the amount of Five Thousand Two Hundred and Fifty U.S. Dollars ($5,250); beginning on January 1, 2023 and each month thereafter, the amount of Seven Thousand Five Hundred U.S. Dollars ($7,500). Beginning January 1, 2024 and each subsequent January 1 thereafter during the Term, Rent shall increase by three percent (3%) over the prior year's Rent. RENT IS DUE ON OR BEFORE THE 1ST CALENDAR DAY OF EACH MONTH, WITHOUT NOTICE OR DEMAND.

Rent shall be paid by ACH transfer or Auto Pay, directly to the bank account the Landlord so deems/provides. If Tenant shall fail to pay within five (5) days of the date when due any Rent or any other amounts or charges owed by Tenant to Landlord hereunder, Tenant shall also pay to Landlord, as Additional Rent, a late charge equal to ten percent (10%) of the amount past due, and such past due amounts shall also bear interest from the due date thereof until payment is received by Landlord at fifteen percent (15%) per annum. Such late charges and interest payments shall not be deemed consent by Landlord to late payments, or a waiver of Landlord's rights to insist upon timely payments at any time, or a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent or any other amounts due hereunder. The Rent, and any additional monetary obligations, expenses, and fees payable by the Tenant to Landlord under the Term are together considered and referred to as "Rent". Tenant operates as a 501(c)(3) Non-Profit and is sales tax exempt.

6. Services Paid Directly by Tenant. Tenant shall be responsible for the hook-up and/or transfer and payment of services, including electric, water; sewer, waste pick-up; telephone service, internet, security/alarm monitoring, ring camera video recording; and fire safety measures, including but is not limited to fire egress, fire alarms, smoke detectors, sprinklers and fire extinguishers, or consumed on or services provided to the Premises for Tenant. Tenant shall also be responsible for payment of any meter fees or tap-on fees incurred for utilities serving the Premises and for any assessments arising from the installation of utilities or services for Tenant's behalf. Tenant agrees that if any charge due and owing shall not be paid by Tenant within sixty (60) days from the time allowed for the payment thereof, Landlord may pay the same, together with any interest or penalty which may have accrued there on and the amount so paid by Landlord shall be due and payable by Tenant to Landlord within ten (10) days after written demand by Landlord to Tenant. If not paid to Landlord, any and all amounts due and owing shall bear interest at the rate of fifteen percent (15%) per annum from the date Landlord's written notice is advanced.

7. Pest and Termite Control. Tenant, at Tenant's expense, shall provide for routine and reoccurring pest control and extermination including, but not limited to, rodents and vermin, roaches, ants, wood-destroying organisms, and bedbugs during the Term. Tenant shall be responsible for any damages caused to the Premises or Tenant's property for failure to treat, control, and eliminate same.

8. Landscape Watering and Maintenance. Tenant, at the Tenant's expense, shall water, fertilize and otherwise properly keep and maintain the grass, shrubbery, trees and other landscaping in good condition and repair during the Term, including the replacement of any of the above that may die or dissipate for any reason.

9. Services Provided by Landlord. Landlord shall (i) furnish such air-conditioning, heating and ventilation systems as are required for the comfortable use and occupancy of the Premises during Business Hours and for the use of the common areas at all times, (ii) furnish electricity, (iii) furnish potable water in reasonable quantities for drinking and hygienic purposes to the Premises, and (iv) maintain the Premises and common areas in good condition and working order. In the event any of the above services is interrupted for thirty (30) days, and Landlord is unable to substitute the service by other means, Tenant shall have the right to terminate this Lease by giving written notice thereof to Landlord at any time before service is restored. The foregoing provisions shall not apply to the casualty and condemnation provisions set forth herein. For the purposes hereof, "Business Hours" shall mean Monday through Saturday from 7:00 a.m. to 7:00 p.m.

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10. Maintenance and Repairs.

(a) Tenant, at Tenant's expense shall keep and maintain in good condition and repair, the Premises, including, without limitation all non-structural interior and exterior components of the Premises including the exterior siding, doors, windows, interior walls, floors, ceiling, and perform maintenance on all utility and building equipment and systems servicing the Premises, such as heating, air conditioning, plumbing, and electric wiring, and water, unless any such issue, damage or malfunction is proximately caused by the negligence or willful misconduct of Landlord. Tenant agrees to pay for and schedule annual preventive maintenance on all air conditioning units serving the Premises, and further, replace all air filters every ninety days (90) or less. If Tenant refuses or neglects to commence and complete any of the foregoing promptly and adequately, Landlord may, but shall not be required to, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand, together with a sum equal to twenty percent (20%) of said costs for overhead and administration, all due and payable within ten (10) days after billing from Landlord to Tenant. In the event of the demise or malfunction of the HVAC system, Landlord agrees to pay all cost in excess of $500 per occurrence. In the event of the demise or malfunction of the roof, slab or structural portions of the Premises, Landlord agrees to pay all cost of repairs.

(b) Subject to Section 10(a) above, Landlord agrees to keep and maintain in good condition and repair all structural portions of the Premises, including the roof, slab, and foundation, unless such issue is proximately caused by Tenant's negligence or willful misconduct.

(c) Tenant, at Tenant's expense, agrees to keep and maintain in good condition and repair all of Tenant's furniture, fixtures, equipment and other personal property located on the Premises (collectively, "Tenant's Personal Property"), unless such issue is proximately caused by the negligence or willful misconduct of Landlord.

11. Alterations. Tenant shall not make any alteration, addition, or improvement of a structural nature to the Building or Building equipment and systems (including plumbing, HVAC, and electricity), or common areas; surface structures of the parking lot and other covered surface areas; fencing; or elevation or drainage to the Premises, common areas and ground covering, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's review and/or approval shall not be required for cosmetic or temporary alterations that will not impact the property, Premises, Building, or common areas. Landlord agrees Tenant, at Tenant's sole cost, may upgrade the Building systems with Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the paragraph above, Landlord has pre-approved the interior changes shown in Exhibit "C".

(a) Tenant shall provide such drawings, plans and specifications as are requested by Landlord in reviewing any such proposed alterations, additions or improvements. Landlord shall have the right to place reasonable conditions upon the granting of its approval of any alteration or improvement (including, without limitation, requirements that any such work be performed only by bonded contractors and that any alterations, additions or improvements may be permitted only if they will increase, or in any event will not diminish, the value of the Premises). If Landlord consents to any proposed alteration, addition or improvement, all such work shall be performed at Tenant's sole expense, and Tenant shall indemnify Landlord and hold Landlord harmless from any and all costs incurred on account thereof and all matters arising therefrom, except to the extent arising from or related to Landlord's negligence or willful misconduct. All such alterations, additions and improvements, if any, shall be performed and completed in a good and workmanlike manner and shall comply in all respects with all applicable federal, state and local laws, ordinances and regulations.

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Upon completion of any alterations, additions or improvements, Tenant shall provide to Landlord a complete set of "as-built" plans and specifications.

12. Ownership of Improvements. The improvements and all other alterations, additions and improvements made by Tenant to the Premises ("betterments and improvements") are and shall at all times during the Term be and remain the property of Tenant. The betterments and improvements (expressly excluding any Tenant furnishings, trade fixtures and equipment) shall become the property of Landlord upon the expiration or termination of this Lease.

13. Liens. Tenant shall promptly pay when due the entire cost of all work done by Tenant to the Premises and shall keep Landlord's interest in the Premises free of any and all liens for labor or materials. Should mechanic, materialmen, or other liens be filed against the Premises by reason of the acts or omissions of Tenant, Tenant shall cause any such lien to be canceled and discharged of record by bond, insurance or otherwise within thirty (30) days following receipt of written notice of such lien, absent which Landlord shall be entitled to exercise all rights and remedies available under this Lease or at law or in equity. Pursuant to Fla. Stat. § 713.10 or other applicable statute, the interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant. Tenant shall notify and cause each contractor to serve Landlord with a written Notice of Commencement for all work requested by Tenant on or about the Premises.

14. Tenant Signage. Tenant may, at its sole cost and expense, utilize or remove any existing sign or construct and install new signs on the Premises as may be reasonable at any time during the Term, provided Tenant complies with local law, ordinance, or rule of the community, and obtains any required permits. At the end of said Term, Tenant shall remove any Tenant installed signage from the Premises and/or from any structure on the Premises and repair any damage proximately resulting from Tenant's removal or alteration of such signage.

15. Taxes. Tenant shall pay all personal property taxes and license fees assessed against Tenant's Personal Property during the Term. The cost of all real estate taxes and municipal taxes including all general and special assessments, assessed against the Premises, Building and Property during the Term, not otherwise attributable to Tenant, will be paid by Landlord.

16. Insurance. Tenant covenants and agrees that during the Term, Tenant, at Tenant's expense, will provide and keep in force policies of commercial general liability insurance and property damage insurance (also covering the full replacement cost of all of Tenant's Personal Property) insuring Tenant against claims for bodily injury and property damage, and loss or damage to Tenant's Personal Property, arising out of or connected with the Premises or the use thereof. Such liability policy shall be in the minimum amount of $2,000,000 per claim and $4,000,000 in the aggregate and shall name Landlord as an additional insured. Tenant's commercial general liability insurance shall be primary and non-contributory to Landlord's insurance. Tenant's property damage policy shall include a waiver of subrogation clause in favor of Landlord. Tenant shall provide minimum thirty (30) days' written notice prior to the cancellation, termination or alteration of the terms or limits of such coverage. Tenant shall deliver to Landlord any insurance certificates prior to the Effective Date of this Lease and evidence of all renewals or replacements of same not less than fifteen (15) days prior to the expiration date of such policies. Landlord, at its expense, shall maintain an all Special Form Causes of Loss insurance policy on the Building insuring the full replacement value. All policies required by this Section 16 shall be issued by reputable insurers permitted to do business in the State of Florida.

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17. Casualty. If the Premises is damaged or destroyed or rendered partially or wholly untenantable or inaccessible by fire or other cause, including Hazardous Materials (defined in Section 20 below), or if the Building or Premises shall be so damaged that it or they cannot reasonably be repaired by Landlord within ninety (90) days from the date of the damage, other than by the negligent acts or willful misconduct by or attributable to Tenant or its affiliates, officers, directors, shareholders, partners, employees, agents, contractors and lenders (collectively, "Related Parties"), so that the use of the Premises is substantially impaired, then either Party may terminate this Lease by giving written notice within thirty (30) days after service of Landlord's Notice of Repair Time, and thereupon the Term shall expire, and Tenant shall vacate the Premises and surrender same to Landlord within thirty (30) days following the date of such written notice or such other date as mutually agreed by the parties. Landlord shall promptly proceed to determine the nature and extent of the damage or destruction and to estimate the time necessary to repair or restore the Premises. As soon as reasonably possible, but in no event later than thirty (30) days following the date of such casualty, Landlord shall give written notice to Tenant stating Landlord's estimate of the time necessary to repair or restore the Premises ("Landlord's Notice of Repair Time"). In the event this Lease is terminated pursuant to this Section 18, this Lease shall terminate on the date specified in the pertinent termination notice (which shall be not less than five (5) days and not more than sixty (60) days after the date that notice is given) as though that date were the date herein fixed for the expiration of the Term ("Termination Date"). In the event of termination of this Lease under the provisions hereof, Landlord shall refund to Tenant such amounts of Rent paid by Tenant as may be applicable to the period subsequent to the time of either Landlord or Tenant's written notice to terminate this Lease, less the reasonable value of any use or occupation of the Premises by Tenant from the Termination Date to the date Tenant vacates the Premises. If this Lease is not terminated pursuant to this Section 18, Rent shall be abated commencing on the date Tenant vacates the Premises and continuing until written notice by Landlord to Tenant that such repairs/restoration have been made by Landlord and Tenant takes possession of the Premises, which in no event shall be later than thirty (30) days following the date of Landlord's notice. Tenant may vacate the part of the Premises rendered unusable by the casualty, in which case the Tenant's liability for Rent shall be reduced by the fair rental value of that part of the Premises damaged or destroyed. Notwithstanding the forgoing, if the Building or Premises is uninhabitable or damaged as a result of casualty caused by the negligence acts or willful misconduct of Tenant or Tenant's officers, employees, agents then Tenant shall remain liable for the Rent through the Term or the reasonable period of time required to repair/restore the Building and/or Premises making it habitable, whichever occurs sooner.

18. Condemnation. If the whole of the Building or the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use or purpose, this Lease shall terminate as of the date of vesting of title and the Rent payable hereunder shall be apportioned as of such date. If any part of the Premises shall be so condemned or taken, then this Lease shall be and remain unaffected by such condemnation or taking; provided, however, if any part of the Premises or common areas is so taken so as to render the Premises unsuitable or inaccessible for the use for which the same are leased, or if Tenant no longer has reasonable means of access to the Premises, Tenant, at Tenant's sole option, shall have the right to terminate this Lease by written notice to Landlord given within thirty (30) days of Tenant's obtaining written notice of such taking, and Rent shall be paid only to the date of taking. In the event of any such acquisition or condemnation of all or any part of the Building or the Premises, Landlord shall be entitled to receive the entire award; provided, however, nothing herein provided shall preclude Tenant from making a claim in any condemnation proceeding against the condemning municipality for Tenant's moving expenses and/or the value of Tenant's fixtures.

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19. Hazardous Materials.

Except in the ordinary course of its business and then only in compliance with all Requirements of Law relating to Hazardous Materials ("Environmental Laws"), Tenant shall not use, treat, generate, store, produce, dispose of, spill, leak or release, and shall not cause or permit the use, treatment, generation, storage, production, disposal, spill, leakage, release or threatened release of, Hazardous Materials (as hereinafter defined), in , to, on, under, from or about the Premises during the Term.

20. Indemnity.

(a) Tenant shall indemnify, defend and hold Landlord and its Related Parties harmless from and against any and all losses including but not limited to claims, expenses, liabilities, costs, and reasonable attorney's fees for (i) any injury, death, or damage to any person or property proximately resulting from Tenant's negligence or willful misconduct, (ii) any work or thing done by Tenant or Tenant's agent or contractor in, to, on, from, or about the Premises, (iii) any breach or default on the part of Tenant in the performance of any covenant, obligation or agreement on the part of Tenant pursuant to the terms of this Lease. If any action or proceeding is brought against Landlord by reason of any of the foregoing, Tenant agrees to defend such action or proceeding at Tenant's sole expense by counsel satisfactory to Landlord. Notwithstanding anything to the contrary contained herein, Tenant shall not be liable for damage or injury occasioned by the negligence or willful misconduct of Landlord or its agents, contractors, or employees. This indemnity shall survive the expiration or termination of this Lease.

(b) Landlord shall indemnify, defend and hold Tenant and its Related Parties harmless from and against any and all losses including but not limited to claims, expenses, liabilities, costs, and reasonable attorney's fees for (i) any injury, death, or damage to any person or property proximately resulting from Landlord's negligence or willful misconduct, (ii) any work or thing done by Landlord or Landlord's agent or contractor in, to, on, from, or about the Premises, (iii) any breach or default on the part of Landlord in the performance of any covenant, obligation or agreement on the part of Landlord pursuant to the terms of this Lease. If any action or proceeding is brought against Tenant by reason of any of the foregoing, Landlord agrees to defend such action or proceeding at Landlord's sole expense by counsel satisfactory to Tenant. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable for damage or injury occasioned by the negligence or willful misconduct of Tenant or its agents, contractors, or employees. This indemnity shall survive the expiration or termination of this Lease.

21. Subordination and Attornment. Landlord and Tenant agree that this Lease shall be and hereby is made subject and subordinate at all times to all ground and underlying leases and to all mortgages in any amounts, and all advances thereon which may now or hereafter affect such leases or the Premises and to all renewals, modifications, consolidations, participation, replacements, and extensions thereof. The term "mortgage" as used herein shall be deemed to include a bond, trust indenture, mortgage or deed of trust. The aforesaid provisions shall be self-operative, and no further instrument of subordination shall be required to evidence such subordination, except that for any future financings, such subordination shall be subject to Tenant's receipt of a subordination, non-disturbance and attornment agreement (an "SNDA") from the holder of such instrument in form and substance reasonably acceptable to Tenant. If Landlord or such lessor or mortgagee desires confirmation of such subordination, Tenant shall, within ten (10) days of request, and without charge therefor, execute an SNDA. Such SNDA shall also contain, at the election of the mortgagee or lessor, an agreement

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whereby Tenant will attorn to said mortgagee or lessor as landlord in the event of a foreclosure or termination of such ground or underlying lease, or to any party taking title through such mortgage in such event. Notwithstanding the provisions hereof, should any mortgagee require that this Lease be prior rather than subordinate to its mortgage, Tenant shall, promptly upon request therefor by Landlord or such mortgagee and without charge therefor, execute a document effecting or acknowledging such priority, which document shall contain, at the option of such requesting party, an attornment obligation to the mortgagee (or any party acquiring title through such mortgagee) as landlord in the event of foreclosure or deed in lieu thereof, provided that such certificate shall be commercially reasonable and otherwise reasonably acceptable to Tenant. Should Landlord sell, convey or transfer its interest in the Premises or should any mortgagee of Landlord succeed to Landlord's interest through foreclosure or deed in lieu thereof, then Tenant shall attorn to such succeeding party as its landlord under this Lease promptly upon any such succession.

22. Estoppel Certificate. Tenant agrees, within fifteen (15) days following Landlord's written request, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), the dates to which all Rents hereunder have been paid in advance, if any, and that there are then existing no setoffs or defenses against the enforcement of the agreements of this Lease on the part of Tenant to be performed (or, if any, specifying same) and addressing other matters as may be reasonably requested by Landlord, it being intended that any such statement delivered as aforesaid may be relied upon by any prospective purchaser, mortgagee(s) or financier of the Premises, or any part thereof. If Tenant does not, within fifteen (15) days following Landlord's written request as aforesaid, execute and deliver such instruments, then Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver the same in the name of the Tenant.

23. Compliance with Laws. Tenant, at Tenant's expense, shall comply with all Requirements of Law which shall impose any violation, order or duty upon Landlord or Tenant with respect to the particular manner of use and occupancy by Tenant of the Premises. Tenant, at its expense, shall obtain any licenses or permits which may be required for Tenant's business and particular use of the Premises. Landlord, at Landlord's sole expense, shall comply with all Requirements of Law affecting the Premises and the Building.

24. Right of Entry. Provided that in each instance Landlord provides Tenant with not less than twenty-four (24) hours' prior notice (except in the event of emergencies, in which case no such notice or coordination shall be required), Tenant agrees that Landlord, or its agents, employees, or servants or any person authorized by Landlord, may enter the Premises to inspect the condition of the same, to take such reasonable action as Landlord may elect to make, provided that Landlord shall not enter the Premises to show it to prospective tenants or purchasers except during the ninety (90) days preceding the expiration of this Lease and/or any earlier date upon Tenant's notice that it declines to renew this Lease. Such reasonable entry, inspection, and action as Landlord may take shall not constitute an eviction of Tenant in whole or in part, and the Rent reserved shall in no way abate by reason of loss or interruption of the business of Tenant or otherwise. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts not to unreasonably disturb or interfere with Tenant's quiet use and enjoyment of the Premises and/or Tenant's business operations.

25. Assignment and Subletting. Tenant shall not assign, mortgage, pledge, encumber or otherwise transfer this Lease, nor sublet nor otherwise permit the Premises or any part thereof to be used or occupied by others; provided, however, that Tenant shall, without Landlord's consent or approval, have the right at any time to sublease, assign or otherwise permit occupancy of all or any

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portion of the Premises to any related entity, subsidiary, parent company or affiliate of Tenant, any company in which Tenant has a controlling interest, to any successor entity, whether by merger, consolidation or otherwise, or to any person who purchases all or substantially all of Tenant's assets.

26. Tenant's Default and Causes for Removal of Tenant from the Premises.

Tenant shall be in default under the following circumstances (a) & (b).

(a) Monetary Default: In the event Tenant shall be in default in the payment of Rent or any other financial obligations required under this Lease and such default remains uncured for a period of five (5) days from the date of Landlord's written Notice to Tenant to Vacate.

(b) Non-Monetary Default: In the event Tenant shall be in default for failure to comply with each and every term, provision, covenant and condition of this Lease, except for a Monetary Default as defined above, and such default remains uncured for a period of fifteen (15) days from the date of Landlord's written Notice to Vacate Tenant. At Landlord's sole discretion, if the Non-Monetary Default is of such a nature that it cannot be remedied within such fifteen (15) day period, Landlord may give a longer period to cure said default, by written notice, so long as Tenant shall have promptly commenced the remedying of the default within such fifteen (15) day period and shall diligently and continuously proceed with remedying same. Non-Monetary Default further includes but is not limited to: Tenant vacates or abandons the Premises; commits waste to the Premises; becomes bankrupt or insolvent; files any debtor proceeding including but not limited to bankruptcy and any such proceeding is not dismissed within ninety (90) days of the filing thereof; takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets and any such action for the appointment of a receiver taken against Tenant is not dismissed within ninety (90) days of the filing thereof; files a petition for a corporate reorganization; makes an assignment for the benefit of creditor; or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (it being understood that any or all of such occurrences shall be deemed a default on account of bankruptcy for the purposes hereof).

(c) The service of the written Notice pursuant to this Section shall be by delivery of a true copy thereof by hand-delivery, or, if the tenant is absent from the Premises, by leaving a copy thereof at the Premises by posting.

(d) Remedies Upon Tenant's Default. Subject to the notice and cure provisions of this Lease, as applicable, if Tenant is in default beyond the expiration of all applicable notice, grace and cure periods, Landlord may terminate this Lease on the date specified in the Notice, take possession of the Premises in accordance with applicable law, and enforce any right or remedy provided in this Lease or by law or in equity. In all events, Tenant shall remain liable for the payment of any and all sums due under this Lease until paid in full, including but not limited to all Rent, all reasonable out-of-pocket expenses for physical damage proximately caused by Tenant, and reasonable attorney fees and cost. Notwithstanding anything to the contrary contained herein, Landlord shall use commercially reasonable efforts to relet the Premises and mitigate damages.

27. Landlord's Default. In the event Landlord shall be in or otherwise breach any of its covenants or obligations hereunder and shall remain in default for a period of thirty (30) days after Landlord's receipt of written notice from Tenant of such default, Tenant's sole remedy is to terminate this Lease and receive a pro-rata reimbursement for Rent actually paid.

28. End of Term; Holding Over.

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(a) At the expiration of this Lease, Tenant shall surrender the Premises to Landlord in vacant and broom clean condition, except for reasonable wear and tear and damage by fire or other casualty, and Tenant shall remove from the Premises all of Tenant's personal property. Tenant consents and agrees that if Tenant shall hold over after the expiration of this Lease, such tenancy shall be deemed a month-to-month lease upon all of the same terms and conditions herein, and such continued occupancy, shall not defeat Landlord's right to possession of the Premises upon fifteen (15) days' prior written notice to Tenant. During such period of holdover, Tenant shall pay one hundred fifty percent (150%) of the prior month's rental rate. Acceptance by Landlord of Rent after such termination shall not constitute a renewal of this Lease or a consent to such occupancy nor shall it waive Landlord's right of re-entry or any other right contained herein. Tenant shall promptly repair any damage to the Premises caused by Tenant's removal of any signage, furniture, trade fixtures or other personal property. This Section 29 shall survive the expiration or termination of this Lease.

(b) In the event Tenant fails to remove all of its personal property, Tenant's personal property shall be deemed abandoned and Landlord may dispose of same in any manner that Landlord deems reasonable or practical in its sole discretion. No notice of Tenant's obligation to remove its personal property shall be required. In addition, Tenant shall pay to Landlord the reasonable out-of-pocket costs for removing Tenant's personal property to the extent any proceeds from the disposition of Tenant's personal property, if any, fails to cover the cost of removal. In no event shall Landlord be liable for the preservation or protection of Tenant's personal property.

29. Successors and Assigns. This Lease shall be binding upon, and inure to the benefit of, the respective parties and their heirs, administrators, executors, legal representatives, successors and permitted assigns. Landlord covenants and agrees that it is as of the date hereof, and shall all times during the Term remain, solvent.

30. Notices. Unless otherwise provided herein, all notices shall be given in writing and shall be delivered to the appropriate party (a) by registered or certified mail, return receipt requested; (b) in person; or (c) by reputable overnight courier or expediated delivery with confirmation of delivery. All notices to the parties hereto shall be addressed and sent to the addresses set forth below. Notices shall be deemed delivered upon receipt or refusal of receipt by addressee.

If to Landlord:
1147 LLC
Teri A. Meyer, Partner/Agent
3646 Crossview Drive
Jacksonville Florida, 32224

With a copy to:
1147 LLC
Robert H. Meyer, Jr., Partner/Agent
3646 Crossview Drive
Jacksonville Florida, 32224

If to Tenant:
Beam Thrift
Lori Richards
Executive Director
850 6th Avenue South, Suite 400
Jacksonville Beach, Fl 32250

With a copy to:

31. Rights Not Waived. Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall

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not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

32. Quiet Enjoyment. Landlord agrees that upon Tenant's payment of Rent, Tenant shall quietly and peaceably hold, possess and enjoy, for the purposes intended, the Premises for the Term without any hindrance or molestation from Landlord or any person claiming by, through or under it, and Landlord will defend the title to the Premises against all persons or entities whomsoever or whatsoever, except those claiming by or through Tenant.

33. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each remaining provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

34. Attorney's Fees, Venue, Governing Law. In the event of any litigation, collections, enforcement, declaration of any of the rights, obligations or remedies, arising out of or related in any way to this Lease, or granted, permitted or imposed by law or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs, including reasonable attorney's fees, costs and expenses for all pre-suit, trial, appellate, collections, enforcement, and bankruptcy services, eviction, as well as for the time establishing entitlement to, and amount of, such attorney's fees. Venue for any litigation regarding this Lease shall only be in the state courts and exclusively located in Duval County, Florida. This Lease shall be governed by, construed and enforced exclusively in accordance with, the internal laws of the State of Florida, without regard to conflicts of law. The Parties waive the right to a trial by Jury under Florida law for any dispute arising out of or related in any way to this Lease.

35. Radon Gas. Pursuant to § 404.056, Florida Statutes, Tenant is hereby advised and notified that radon is a naturally occurring radioactive gas that, when it has accumulated in buildings in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

36. Entire Agreement. This Lease embodies the entire agreement and understanding between the Parties respecting this Lease and the Premises, and supersedes all prior negotiations, agreements and understandings between the Parties, all of which are merged herein. No provision of this Lease may be modified, waived or discharged except by an instrument in writing signed by the Party against which enforcement of such modification, waiver or discharge is sought.

37. Non-Reliance. By execution of this Lease, Tenant acknowledges that Tenant has not relied upon any statements, promises, or representations, if any, other than the terms and agreements contained in this Lease, and Tenant waives any rights or claims arising from any such statements, promises, or representations.

38. Exhibits Incorporated. All exhibits attached to this Lease are a part hereof and are incorporated herein by reference and all provisions of such exhibits shall constitute agreements, promises and covenants of this Lease.

39. Force Majeure. Landlord or Tenant, as applicable, shall not be in default if it is prevented from fulfilling such obligations by a cause or causes beyond its control because of all war,

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war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, or through acts of God. Notwithstanding the foregoing, nothing contained in this Section 40 or elsewhere in this Lease shall be deemed to excuse or permit any delay by Tenant in the payment of Rent or other amounts payable under this Lease, or any delay by either Tenant or Landlord in the cure of any default which may be cured by the payment of money, and additionally, this Section 40 shall not limit or restrict in any way either party's right of self-help as provided in this Lease. Coronavirus, covid, communicable disease, pandemic, government shutdowns in relation to any of the foregoing, or any matter or thing of any nature whatsoever arising out of or relating to the any of the foregoing shall not be force majeure or relieve or excuse a Party from or allow for any period of delay in the performance of, any obligation under this Lease.

40. Brokerage Commissions. Teri A Meyer, agent for 1147 LLC, will provide in 4 equal, monthly payments of $2500 and totaling no more than $10,000, beginning with the execution of this Lease, payable to Ray Adams of Silverfield Cranford Commercial Realty.

41. Headings and Captions. The captions in this Lease are inserted only for convenience and in no way constitute or interpret the provisions hereof or affect their scope or intent.

42. Counterparts and Electronic Delivery. The Parties may execute this Lease in any number of counterparts, and each counterpart will be an original signature page to this Lease. Any counterpart or other signature delivered by facsimile, e-mail or other electronic device constitutes good and valid execution and delivery of this Lease by the delivering Party.

43. Authority. Each party has full power and authority to enter into and consummate the transaction contemplated by this Lease, and each party has obtained all required approvals and authorizations in connection therewith.

[Signature page follows.]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

DocuSigned by:
Teri Meyer
D3397B5728E94D2...

Name: Teri A. Meyer, Partner/Agent, 1147 LLC

LANDLORD:

DocuSigned by:
Bob Meyer
F3BBB0CA18EA44A...

Name: Robert H. Meyer, Jr., Partner/Agent, 1147 LLC

TENANT:

Beaches Emergency Assistance Ministry, Inc dba "Beam Thrift"

DocuSigned by:
By: _____
0F93775D46B54A1...
Lori Richards
Its: Executive Director
Hereunto Duly Authorized

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EXHIBIT "A"

THE PREMISES

A PART OF GOVERNMENT LOT 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, OF SAID TOWNSHIP AND RANGE WITH THE WESTERLY PROJECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SHETTER AVENUE AS SHOWN ON PLAT OF PABLO BEACH SOUTH, RECORDED IN PLAT BOOK 3, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 08°12'40" EAST, ALONG SAID EASTERLY LINE OF THE CASTRO Y FERRER GRANT, A DISTANCE OF 212.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 80°06'00" EAST, A DISTANCE OF 149.10 FEET; THENCE SOUTH 10°00'10" EAST, PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET SOUTH AS SHOWN ON SAID PLAT OF PABLO BEACH SOUTH, A DISTANCE OF 152.00 FEET; THENCE SOUTH 80°06'00" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 10°00'10" EAST, A DISTANCE OF 17.47 FEET; THENCE SOUTH 80°01'30" WEST, ALONG A WESTERLY PROJECTION OF THE CENTERLINE OF 1ST AVENUE SOUTH (FORMERLY SHOCKLEY AVENUE) AS SHOWN ON SAID PLAT OF PABLO BEACH SOUTH, A DISTANCE OF 124.40 FEET; THENCE NORTH 08°12'40" WEST, ALONG SAID EASTERLY LINE OF THE CASTRO Y FERRER GRANT, A DISTANCE OF 169.71 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 177311-1000

Duval County Property Detail Card attached.

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33-2S-29E .579

PT GOVT LOT 6 RECD O/R 15983-2025

MEYER TERI A TRUST
3646 CROSSVIEW DR
JACKSONVILLE, FL 32224

2021

R-177311-1000

PRINTED 09/29/2021
BY: pao

Map Id: 9433 714204.01 1.00 1.00 1.00 CENSUS TRACT 142.04

BUILDING CHARACTERISTICS

4897 Warehouse/Prefab

** VALUE SUBJECT TO CHANGE **

CATEGORY	TYPE	%	PTS
Exterior Wall	25 MODULAR METAL	100	34.00
Roof Struct	9 RIGID FR/BAR J	100	11.00
Roofing Cover	12 MODULAR METAL	100	5.00
Interior Wall	1 MASONRY MIN	100	3.00
Int Flooring	3 CONCRETE FIN	100	17.00
Heating Fuel	1 NONE	100	1.00
Heating Type	1 NONE	100	0.00
Air Cond	1 NONE	100	0.00
Comm Htg & AC	0 NONE	100	1.00
Comm Frame	5 S-STEEL	100	14.00

CATEGORY	UNITS	ADJ
Baths	5.00	0
Stories	1.00	0
Rooms / Units	3.00	0
Avg Story Height	11.00	0
Restrooms	2.00	0

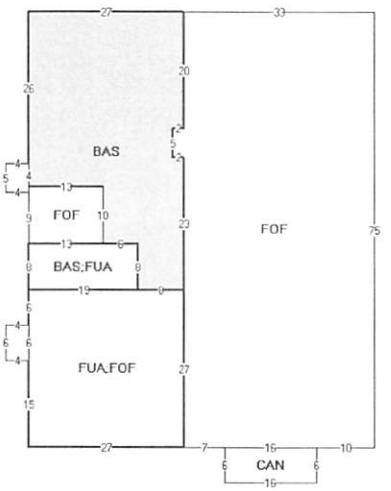
BASE RATE ADJ	ADJ
Quality Adjustment	1.0000
Mkt/Design Factor	1.0000
TOTAL ADJUSTED POINTS	86
DEPRECIATION ADJ	ADJ
PREFERRED OVERRIDE	0.9999

TYPE	STYLE	CLS	QUA	HX %	NHX %	LOC	% COMP
4807	06	5	03	0.00	100.00	1.00	100

REPL COST NEW	AYB	EYB	DT	NORM	% GOOD
228,924	1965	1975	C4	80.00	0.01%

SAR	AREA	B	H	P of B	EFF. AREA	DPR VALUE
BAS	1,156		X	100	1,156	3
CAN	140			40	56	0
FOF	3,344		X	175	5,853	18
FUA	881		X	100	881	2
	5,521				7,946	$23

ACREAGE 0.58 PRICE/SF 0.00



BUILDING: 1 AKA: PERSCHEL & MEYER POST MANAGEMENT

SITE ADDRESS: 1147 S 1ST AVE JACKSONVILLE BEACH 32250 4807 WHSE PREFAB

Duval County Property Appraisers Office — Tax Dist USD2

VALUE SUMMARY

PRIMARY VALUATION METHOD	CAMA
BUILDING VALUE	23
EXTRA FEATURE VALUE	67
TOTAL MARKET LAND VALUE	453,978
MARKET VALUE OF AG LAND	0
TOTAL LAND VALUE AG + COMMON	0
MARKET VALUE	454,068
ASSESSED VALUE	454,068
CAP BASE YEAR	0
TAXABLE VALUE	454,068
EXEMPTIONS	None
TOTAL EXEMPTIONS VALUE	0
SENIOR EXEMPTION VALUE	0
SR/HISTORIC TAXABLE VALUE	N/A

PERMIT NO.	TP	ST.	DESCRIPTION	EST VALUE	ISSUE DATE
14-0038	MISC	C	MTL SHED	3,200	01/14/2014
12-1466	MISC	C	10X14 MTL SHED	2,300	07/19/2012
14486	ADDN			52,911	10/02/1992

BUILDING DIMENSIONS

FOF:31,48:=S27 E7 E26 N75 W33 S20 W2 S5 E2 S23 $ BAS:31,0:=W27 S26 S4 E13 S10 E6 S8 E8 N23 W2 N5 E2 N20 $ CAN:4,26:=W4 S5 E4 N5 $ FOF:4,30:=E13 S10 W13 N10 $ BAS;FUA:17,40:=E6 S8 W19 N8 E13 $ FUA ;FOF:23,48:=E8 S27 W27 N15 N12 E19 $ CAN:38,75:=S 6 E16 N6 W16 $ CAN:4,60:=W4 N6 E4 S6 $.

BUILDING NOTES

PERSCHEL & MEYER PEST MANAGEMENT

LN	VOLUME / YEAR	PAGE / CLERK	DATE OF SALE	IN	QU	VI	RE	SALES PRICE	NOTE AMOUNT	MAC	MAC AMOUNT	GRANTOR	GRANTEE	SALES NOTE
1	15983	02025	05/17/2012	WD	Q	I	01	330000	0	N	0	BRADDOCK CONSTRUCTION	MEYER TERI A TRUST	20120702 DOT 8/5/99
2	07367	00526	06/26/1992	WD	Q	I	02	137000	0	N	0	MCCLURE T D CO OF FLA		

LN	OB/XF CODE	DESCRIPTION	BLD	HX %	NHX %	LENGTH	WIDTH	UNITS	GRADE	FACTOR	UNIT PRICE	ADJ UNIT PRICE	ORIG COND	ACTUAL YEAR	EFF YEAR	YEAR ON ROLL	% COND	OB/XF MKT VALUE
1	PVAC1	Paving Asphalt	1	0.00	100.00	0	0	4,815.00	3	100	3.25	3.74	1	1993	1993		0	36
2	PVCC1	Paving Concrete	1	0.00	100.00	0	0	320.00	3	100	5.95	7.14	1	1993	1993		0	5
3	FCBC1	Fence Chain Barbed	1	0.00	100.00	0	0	578.00	3	100	22.10	22.10	1	1985	1985		0	26

APPRAISAL DATES

	DATE	APPRAISED BY
BUILDING	11/22/1993	TBK
LAND LINES	05/17/2018	SSS
VALUE REVIEW	07/29/2015	TJD
TRIENNIAL	08/14/2018	MAP
INCOME	06/01/2021	CMP

LT	LN	USE CODE	LAND USE DESCRIPTION	HX %	NHX %	RD	LOC ZONE	FRONT	DEPTH	SIZE FACTOR	UNITS	UNIT TYPE	DT	DPTH FACT	COND FACTOR	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE
C	1	4000	LIGHT INDUSTRIAL	0.00	100.00		JI-1	0.00	0.00	100.00	25,221.00	S	0	1.00	1.00	18.00	18.00	453,978

LN	DATE	BLD	USER ID	CD	PARCEL NOTES

DocuSign Envelope ID: CDA311F7-73EA-4FF3-9A10-C5031534DD51

EXHIBIT B
LANDLORD'S WORK

Floor	As-is.
Ceiling	As-is.
Store Front & Doors	As-is.
Demising Walls/ Drywall:	As-is
Roofing	Landlord will ensure the space is delivered with a water-tight roof.
Plumbing/ Restroom	As-is.
HVAC	As-is.
Electrical	As-is.

DocuSign Envelope ID: CDA311F7-73EA-4FF3-9A10-C5031534DD51

EXHIBIT C
TENANT'S WORK

Flooring:	Tenant, at its expense, shall be permitted to remove the existing carpet and install different flooring. Tenant will coordinate with Landlord on flooring selection
Demising Walls:	Tenant, at its expense, shall be permitted to remove one or more of the existing demising walls to suit its use. Tenant will coordinate with Landlord on any floor plan changes. If desired by Landlord, at the conclusion of Tenant's Lease Term, Tenant will: engage a contractor to reinstall the removed walls; or give Landlord a credit for the work.
Pedestrian Connection with Beam's Shetter Ave Location:	Tenant, at its expense, will install a pedestrian walkway to connect its adjacent location on Shetter avenue with Premises. This work will include installing a gate in the existing fence, installing a sidewalk, installing an exterior door to connect the locations; and associated interior millwork.

Legal Description

1147 1st Ave. S., Jacksonville Beach, FL 32250
RE # 177311-1000:

A PART OF GOVERNMENT LOT 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, OF SAID TOWNSHIP AND RANGE WITH THE WESTERLY PROJECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SHETTER AVENUE AS SHOWN ON PLAT OF PABLO BEACH SOUTH, RECORDED IN PLAT BOOK 3, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 08°12'40" EAST, ALONG SAID EASTERLY LINE OF THE CASTRO Y FERRER GRANT, A DISTANCE OF 212.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 80°06'00" EAST, A DISTANCE OF 149.10 FEET; THENCE SOUTH 10°00'10" EAST, PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET SOUTH AS SHOWN ON SAID PLAT OF PABLO BEACH SOUTH, A DISTANCE OF 152.00 FEET; THENCE SOUTH 80°06'00" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 10°00'10" EAST, A DISTANCE OF 17.47 FEET; THENCE SOUTH 80°01'30" WEST, ALONG A WESTERLY PROJECTION OF THE CENTERLINE OF 1ST AVENUE SOUTH (FORMERLY SHOCKLEY AVENUE) AS SHOWN ON SAID PLAT OF PABLO BEACH SOUTH, A DISTANCE OF 124.40 FEET; THENCE NORTH 08°12'40" WEST, ALONG SAID EASTERLY LINE OF THE CASTRO Y FERRER GRANT, A DISTANCE OF 169.71 FEET TO THE POINT OF BEGINNING.

1110 Shetter Ave., Jacksonville Beach, FL 32250
RE # 177311-0000

A part of Government Lot 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida being more particularly described as follows:

For a Point of Reference commence at the intersection of the Easterly line of the Castro Y. Ferrer Grant, Section 38, of said Township and Range with the Westerly projection of the Northerly right of way line of Shetter Avenue as shown on Plat of Pablo Beach South, recorded in Plat Book 3, page 28 of the current public records of said County; thence South 08 degrees 12 minutes 40 seconds East, along said Easterly line of the Castro Y. Ferrer Grant, a distance of 62.38 feet; thence North 80 degrees 06 minutes 00 seconds East, a distance of 84.40 feet to the Point of Beginning; thence continue North 80 degrees 06 minutes 00 seconds East, a distance of 60.00 feet; thence South 10 degrees 00 minutes 10 seconds East, parallel to the Easterly right of way line of 10th Street South, as shown on said Plat of Pablo Beach South, a distance of 150.00 feet; thence South 80 degrees 06 minutes 00 seconds West, a distance of 60.00 feet; thence North 10 degrees 00 minutes 10 seconds West, a distance of 150.00 feet to the Point of Beginning. Except any portion lying in any road right of way.

Doc # 2022296269, OR BK 20516 Page 1278, Number Pages: 4,
Recorded 12/05/2022 03:20 PM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $35.50 DEED DOC ST $0.70

PC01-23
22-100141

Prepared by, record and return to:
Todd Watson, Attorney and Counselor at Law
12058 San Jose Blvd., Suite 401
Jacksonville, FL 32223

THIS DEED PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH

(Space above this line reserved for recording office use only)

WARRANTY DEED

1. IDENTIFICATION OF GRANTOR

Grantors' names and address is: Teri A. Meyer and Robert H. Meyer, Jr., Trustees of the Teri A. Meyer Revocable Trust Agreement dated August 5, 1999
And
Teri A. Meyer as Grantor of the Teri A. Meyer Revocable Trust Agreement dated August 5, 1999
719 McCollum Circle
Neptune Beach, FL 32266

The word "I" or "me" as hereafter used means the Grantors.

2. IDENTIFICATION OF GRANTEES

Grantee's name and address is: 1147, LLC, a Florida limited liability company
3646 Crossview Drive
Jacksonville, FL 32224

The word "you" as hereafter used means the Grantees.

3. MEANING OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

PC 01-23
22-100141

EXHIBIT "A"
LEGAL DESCRIPTION

[redacted]Two

A part of Government Lot 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida being more particularly described as follows:

For a Point of Reference commence at the intersection of the Easterly line of the Castro Y. Ferrer Grant, Section 38, of said Township and Range with the Westerly projection of the Northerly right of way line of Shetter Avenue as shown on Plat of Pablo Beach South, recorded in Plat Book 3, page 28 of the current public records of said County; thence South 08 degrees 12 minutes 40 seconds East, along said Easterly line of the Castro Y. Ferrer Grant, a distance of 62.38 feet; thence North 80 degrees 06 minutes 00 seconds East, a distance of 84.40 feet to the Point of Beginning; thence continue North 80 degrees 06 minutes 00 seconds East, a distance of 60.00 feet; thence South 10 degrees 00 minutes 10 seconds East, parallel to the Easterly right of way line of 10th Street South, as shown on said Plat of Pablo Beach South, a distance of 150.00 feet; thence South 80 degrees 06 minutes 00 seconds West, a distance of 60.00 feet; thence North 10 degrees 00 minutes 10 seconds West, a distance of 150.00 feet to the Point of Beginning. Except any portion lying in any road right of way.

4. DESCRIPTION OF REAL PROPERTY CONVEYED
Real Property described below:

A part of Government Lot 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference commence at the intersection of the Easterly line of the Castro Y. Ferrer Grant, Section 38, of said Township and Range with the Westerly Projection of the Northerly right-of-way line of Shetter Avenue as shown on Plat of Pablo Beach South, recorded in Plat Book 3, Page 28 of the current public records of said County; thence South 08°12'40" East, along said Easterly line of the Castro Y. Ferrer Grant, a distance of 212.44 feet to the Point of Beginning.

Thence North 80°06'00" East, a distance of 149.10 feet; thence South 10°00'10" East, parallel to the Easterly right-of-way line of 10th Street South as shown on said Plat of Pablo Beach South, a distance of 152.00 feet; thence South 80°06'00" West, a distance of 30.00 feet; thence South 10°00'10" East, a distance of 17.47 feet; thence South 80°01'30" West, along a Westerly projection of the centerline of 1st Avenue South (Formerly Shockley Avenue) as shown on said Plat of Pablo Beach South, a distance of 124.40 feet; thence North 08°12'40" West, along said Easterly line of the Castro Y. Ferrer Grant, a distance of 169.70 feet to the Point of Beginning.

more commonly known as 1147 S. 1st Avenue, Jacksonville Beach, FL 32250.

Property Appraiser Identification Number: 177311-1000,

together with all tenements (property capable of being held with unconditional power of disposition), hereditaments (inheritable interest in property), easements (right to use land of another) and appurtenances (right used with land for its benefit) belonging to or benefiting such property.

Being the same property conveyed to the Grantors by an instrument executed on May 17, 2012 and recorded in the public records of Duval County, Florida in O.R. Book 15983, Page 2025.

5. CONSIDERATION

This conveyance is a contribution of unencumbered property to the capital of 1147, LLC an LLC in which the Grantor holds or owns the same interest as its interest in the Real Property and for which the Grantor received no additional shares or interest in the LLC. Consequently, only minimum documentary stamp tax is due on this instrument.

6. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

7. WARRANTY

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever.

8. HOMESTEAD

The Real Property does not constitute the homestead of the Grantor within the meaning of Section 4 of Article X of the Constitution of the State of Florida.

9. REPRESENTATION OF TRUSTEES

The Trustees' hereby represent and warrant that:

(a) Each Trustee is duly appointed and qualified to act as Trustee under the Trust identified in Paragraph 1:

(b) We, the Trustees' have the power and authority as Trustees to execute this Deed pursuant to Article 3 of the Trust entitled "Reserved Rights" which authorizes Teri Meyer, as Grantor of the Trust: "To require changes in the investments of the Trust Estate."

(c) By her signature below, Teri Meyer as Grantor of the Trust directs and authorizes the Trustees to change the investments of the Trust by the execution of this instrument.

(d) In all things preliminary to and in and about this conveyance of the Real Property, the terms and conditions of such Trust have been met.

(THIS SPACE INTENTIONALLY LEFT BLANK)

Executed on December 5, 2022.

Teri A. Meyer, as the Grantor and as a Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999, Grantor

Robert H. Meyer, Jr., as a Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999, Grantor

Signed in the presence of:

Todd Watson

Signed in the presence of:

Kate O'Brien

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of physical presence, this 5th day of December, 2022, by Teri A. Meyer as the Grantor and as a Trustee of the Teri A. Meyer Revocable Trust u/a/d August 5, 1999 and Robert H. Meyer, Jr., as a Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999, both referred to herein as a Grantor, who have produced FDL and FDL as identification, respectively.

Notary Public – State of Florida
Notary Seal:

KAREN MICHELLE SLOCUM
Commission # HH 097435
Expires March 7, 2025
Bonded Thru Budget Notary Services

Doc # 2012072886, OR BK 15901 Page 673, Number Pages: 3, Recorded 04/04/2012 at 10:56 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $27.00 DEED DOC ST $2310.00

PC 01-23
22-100141

PREPARED BY AND RETURN TO:
Timothy F. May, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this 26th day of March, 2012, between **ATLANTIC COAST BANK**, whose address is 12724 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (**"Grantor"**), and **MICHAEL J. BLACKBURN** (**"Grantee"**), whose address is P.O. Box 3614, Ponte Vedra Beach, Florida 322004-3614.

W I T N E S S E T H:

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey to Grantee and Grantee's successors and assigns forever that certain land (the **"Land"**) situated in **Duval County, Florida**, more particularly described as follows:

See **Exhibit "A"** attached hereto and made a part hereof

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the **"Property"**), subject to the following permitted encumbrances (the "Permitted Encumbrances"):

1. Real estate taxes and assessments for the current year and subsequent years;

2. Easements, covenants, conditions, restrictions and reservations of record, reference to which shall not operate to reimpose same;

3. Matters which a current survey or careful inspection of the Land any improvements thereon would reveal; and

4. Laws, codes, rules and regulations of any governmental authority having jurisdiction over the Property.

TO HAVE AND TO HOLD the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, Grantor does hereby fully warrant the title to said Land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name all as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Print Name: Timothy R. May

Print Name: Annette C. Likens

ATLANTIC COAST BANK

By: _____
Name: Bob Kraus
Title: Vice President Commercial Credit

Address: 12724 Gran Bay Parkway, Suite 150
Jacksonville, Florida 32258

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of March, 2012, by Bob Kraus, the Vice President Commercial Credit of Atlantic Coast Bank, a federally chartered savings bank, on behalf of the bank. He *(check one)* ☐ is personally known to me or ☐ has provided me with Drivers License *(insert type of identification)* as evidence that he is the individual who executed this instrument.

(Print Name) Annette C. Likens
Notary Public, State of Florida
My Commission expires: _____

ANNETTE C. LIKENS
Commission # EE 064589
Expires March 14, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT "A"
LEGAL DESCRIPTION

[redacted]

A part of Government Lot 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida being more particularly described as follows:

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