Inst. Number: 202112021261 Book: 1450 Page: 1040 Page 1 of 5 Date: 10/19/2021 Time: 3:33 PM

James M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 4,550.00

Prepared by and return to: John F. Roscow, IV HOLDEN, ROSCOW & CAEDINGTON, PL 5608 NW 43rd Street Gainesville, FL 32653 File No. 21-0852.sb Parcel No.: 05-4S-17-07604-000

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **AMERIS BANK**, a Georgia banking corporation ("Grantor"), whose address is 3490 Piedmont Road, Suite 1500, Atlanta, Georgia 30305, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor paid by **JSN PROPERTIES, INC.** a Florida corporation ("Grantee"), whose address is 3539 South US Highway 129, Bell, Florida, 32619, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee the following described real property lying and being situated in Columbia County, Florida:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

This conveyance is subject to:

Ad valorem property taxes for the 2021 tax year and all subsequent years.

All easements, restrictions, reservations, encumbrances and other matters appearing of record.

Zoning and building laws, land use laws, rules, regulations, statutes, and ordinances.

Matters that would be disclosed by an accurate survey of the Property; and

SUBJECT TO THE RESERVATION AND COVENANT THAT FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE HEREOF (THE "RESTRICTED PERIOD") GRANTEE AND PERSONS UNDER GRANTEE SHALL NOT OPERATE, USE OR IDENTIFY THE SUBJECT PROPERTY, NOR DISCLOSE OR PROMOTE THE OPERATION OR USE THEREOF IN ANY MANNER OR AT ANY LOCATION, AS A BANK OR OTHER FINANCIAL SERVICES BUSINESS INCLUDING AN ATM, INCLUDING BUT NOT LIMITED TO THE DISPLAY OF ANY NOTICE, SIGN OR BILLBOARD BEARING THE NAME OR LOGO OF SUCH FINANCIAL INSTITUTION (INCLUDING BUT NOT LIMITED TO PERMIT'S AND COMING SOON ANNOUNCEMENTS). THE DURATION OF ANY PERIOD OF VIOLATION OF THIS COVENANT SHALL TOLL AND EXTEND THE TIME DURING WHICH THIS COVENANT IS IN FORCE BY A LIKE PERIOD OF TIME, WITHOUT PREJUDICE TO OTHER REMEDIES AVAILABLE TO SELLER. BREACH OF THE FOREGOING RESERVATIONS AND RESTRICTIONS MAY BE IMMEDIATELY ENJOINED WITHOUT PROOF OF SPECIAL DAMAGES OR POSTING OF BOND, GRANTEE SHALL INCLUDE SUCH RESTRICTION IN ANY LEASE OF THE SUBJECT PROPERTY. THIS COVENANT SHALL BE BINDING ON GRANTEE, GRANTEE'S TENANTS AND SUB-TENANTS, AND GRANTEE'S SUCCESSORS IN INTEREST

Inst. Number: 202112021261 Book: 1450 Page: 1041 Page 2 of 5 Date: 10/19/2021 Time: 3:33 PM James M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 4,550.00

SUCCESSORS IN TITLE AND ASSIGNS FOR THE PERIOD PROVIDED HEREIN. A VIOLATION OF THE COVENANTS HEREIN SHALL BE SUBJECT TO LIQUIDATED DAMAGES OF \$10,000 PER DAY FOR THAT NUMBER OF DAYS BEGINNING WITH THE DAY DURING WHICH SUCH DISCLOSURE, ANNOUNCEMENT, NOTICE, PROMOTION, IDENTIFICATION OR SIGNAGE SHALL FIRST OCCUR UNTIL THE END OF THE RESTRICTED PERIOD, WITHOUT REGARD TO THE REMOVAL, DISCONTINUANCE OR INJUNCTION OF CONDUCT PRIOR TO SUCH DAT'E, TOGETHER WITH ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEYS FEES. THE PARTIES ACKNOWLEDGE THAT GRANTOR'S DAMAGES FOR VIOLATION OF THIS COVENANT ARE DIFFICULT OR IMPOSSIBLE TO PRECISELY MEASURE AND THE FOREGOING PROVISIONS ARE INTENDED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

EXCEPT FOR LIMITED WARRANTY OF TITLE HEREIN, THE PROPERTY IS CONVEYED "AS IS". GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS IN TITLE TO THE PROPERTY, HEREBY VOLUNTARILY AND KNOWINGLY WAIVES, RELEASES AND FOREVER DISCHARGES GRANTOR AND ITS SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS OR EXPENSES OF WHATEVER KIND OR NATURE, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE (INCLUDING ANY ACTION OR PROCEEDING, BROUGHT OR THREATENED, OR ORDERED BY ANY GOVERNMENTAL ENTITY) AT LAW OR IN EQUITY, WHETHER ARISING FROM CONTRACT, TORT, COMMON LAW, OR BY STATUTE, WHETHER MADE, SUFFERED OR INCURRED BY GRANTEE OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS AND WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS INSTRUMENT, WHICH GRANTEE HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) ANY CLAIM FOR INDEMNIFICATION, CONTRIBUTION OR OTHERWISE ARISING UNDER ANY HAZARDOUS MATERIALS LAWS OR RELATING TO THE PRESENCE, MISUSE, USE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS, CHEMICALS OR WASTES AT THE PROPERTY, (II) THE PRESENCE OR ABSENCE OF MOLD, SPORES, FUNGI, POLLEN OR OTHER BOTANICAL ALLERGENS AT THE PROPERTY, OR (III) ANY OTHER CAUSE OF ACTION BASED ON ANY OTHER STATE. LOCAL, OR FEDERAL HAZARDOUS MATERIALS LAW, RULE OR REGULATION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER, RELEASE AND DISCHARGE INCLUDES ALL CLAIMS AND MATTERS WHICH ARE UNKNOWN TO GRANTEE AS OF THE DATE OF THIS DEED. GRANTEE FURTHER ASSUMES THE RISK OF CHANGES IN ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS AS THEY MAY RELATE TO PAST, PRESENT, OR FUTURE ENVIRONMENTAL CONDITIONS AT OR ABOUT THE PROPERTY, AS WELL AS THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. THE TERMS AND CONDITIONS SET FORTH IN THIS PARAGRAPH ARE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF GRANTOR AND GRANTEE, THEIR SUBSIDIARIES, AFFILIATES, HEIRS, SUCCESSORS AND ASSIGNS.

Grantor covenants that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

TO HAVE AND TO HOLD unto Grantee and its successors and assigns in fee simple forever

Special Warranty Deed - Page 2

Inst. Number: 202112021261 Book: 1450 Page: 1042 Page 3 of 5 Date: 10/19/2021 Time: 3:33 PM James M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 4,550.00

| IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed this 13 day of October, 2021 | |
|--|--|
| Mauna Franceschi Name: Shouna Franceschi Mame: James w. Bans | AMERIS BANK, A Georgia banking corporation By: Kobert W. Mullins Executive Vice-President and Managing Director of Special Assets |
| STATE OF FLORIDA) COUNTY OF DUVAL) | |
| The foregoing instrument was a or online notarization this _1.3 day of Octo and Managing Director of Special Assets of Am corporation. Such person did take an oath and: \[\begin{align*} \text{is personally known to me.} \end{align*} | |
| produced a current produced | driver's license as identification. as identification. |
| (Notary Seal must be affixed) NADINE F MCGUNIGALE Notary Public - State of Florida Commission # GG 199112 My Comm. Expires Mar 27, 2022 Bonded through National Notary Assn. | Nadine McGunigale Name of Notary Typed, Printed ort Stamped My Commission Expires: (if not legible on seal): 3/27/2022 |

Continued

Special Warranty Deed Page 3

Inst. Number: 202112021261 Book: 1450 Page: 1043 Page 4 of 5 Date: 10/19/2021 Time: 3:33 PM James M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 4,550.00

The undersigned Grantee hereby acknowledges and agrees to the waivers, reservations and covenants set forth herein.

| | Accepted and Agreed: |
|--|--|
| Signed, sealed and delivered in the presence of: | JSN PROPERTIES, INC. |
| Witness Name: John F. Ros could Witness Name: SUZANNE BALDWIN | By: CYNTHIA L. GRAY, President By: MATTHEW T. GRAY, Vice-President |
| STATE OF FLORIDA) COUNTY OF ALACHUA) | |
| The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this A day of October, 2021, by Cynthia L. Gray and Matthew T. Gray, as President and Vice-President, respectively, of JSN PROPERTIES, INC., on behalf of said corporation. Such person did take an oath and: (notary must check applicable box) | |
| is personally known to me. produced a current FC produced | driver's license as identificationas identification. |
| (Notary Seal must be affixed) | Signature of Notary |
| JOHN F. ROSCOW, IV Notary Public - State of Florida Commission # 6(3089883 My Comm. Expires June 3, 2023 | Name of Notary Typed, Printed or Stamped My Commission Expires: (if not legible on seal): |

NOTARY SEAL

Special Warranty Deed Page 4

Inst. Number: 202112021261 Book: 1450 Page: 1044 Page 5 of 5 Date: 10/19/2021 Time: 3:33 PM

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EXHIBIT "A"

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Lake City, County of Columbia, State of Florida.

Begin at the Point of Intersection of the West right-of-way line of U.S. Highway No. 41 and the South line of Section 5, Township 4 South, Range 17 East, Columbia County, Florida, and run South 9 degrees 53' 30" West along the said West right-of-way line, 32.69 feet to the North right-of-way line of McFarlene Avenue; thence North 84 degrees 21' 00" West along said North right-of-way line, 429.12 feet to the East right-of-way line of State Road No. 47; thence North 19 degrees 26' 38" East along said East right-of-way line, 271.94 feet to the beginning of a curve; thence Northerly along said curve (still being said East right-of-way line) concave to the right having a radius of 5679.58 feet, along a chord bearing North 23 degrees 07' 11" East, 727.87 feet to end of said curve; thence continuing along said East right-of-way line, North 26 degrees 47' 38" East, 407.35 feet; thence along an arc concave to the right having a radius of 50.00 feet, 142.33 feet to said West right-of-way line of U.S. Highway No. 41; thence South 9 degrees 53' 30" West along said west right-of-way line, 1287.51 feet to the Point of Beginning. Said lands lying in the SW 1/4 of SW 1/4 of Section 5, the SE 1/4 of SE 1/4 of Section 6 and the NW 1/4 of NW 1/4 of SW 1/4 of Section 8, Township 4 South, Range 17 East, in Columbia County, Florida.

LESS AND EXCEPT the property described in Plat Book 6 Page 19 in the County of Columbia, State of Florida, records, more particularly described as follows:

Begin at the point of intersection of the Westerly Right-of-Way of U.S. Highway No. 41 and the South line of Section 5, Township 4 South, Range 17 East, Columbia County, Florida and run S.09 degrees 53'30"W., along said Westerly Right-of-Way line of U.S. Highway No. 41 a distance of 32.69 feet to its intersection with the Northerly Right-of-Way line of McFarlane Avenue; thence N.84 degrees 21'00"W. along said Northerly Right-of-Way line 429.12 feet to its intersection with the Easterly Right-of-Way line of State Road No. 47; thence N.19 degrees 26'38"E., along said Easterly Right-of-Way line 271.94 feet to the Point of Curve of a curve concave to the East having a radius of 5679.65 feet and a central angle of 03 degrees 12'05", said curve also having a Chord bearing of N.21 degrees 02'41"E., and a Chord distance of 317.31 feet; thence Northerly along the arc of said curve, being also said Easterly Right-of-Way line of State Road No. 47 a distance of 317.35 feet; thence S.80 degrees 42'36"E. 321.46 feet to a point on the Westerly Right-of-Way line of U.S. Highway No. 41; thence S.09 degrees 53'30"W. along said Westerly Right-of-Way line 518.43 feet to the POINT OF BEGINNING. Said lands lying partly in the Southwest 1/4 of the Southwest 1/4 of Section 5, partly in the Southeast 1/4 of the Southeast 1/4 of Section 6 and partly in the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 4 South, Range 17 East, Columbia County, Florida.